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Volare

Welcome to the Volare Townhomes:

Volare is a planned community which may ultimately consist of 28 buildings containing 115 town homes. . We hope you find living at the beautiful and distinguished Volare a happy and rewarding experience.

Volare is a planned community. It functions under the direction of its Homeowners. Homeowners at Volare automatically become members of the Volare Owners Association. The Association ensures the preservation of the community's original planning concepts and designs, and protects the assets of the community. The Association is responsible for the efficient operation and maintenance of the property for the mutual benefit of all of its Homeowners.

Governing planned communities through Homeowners associations is an ingenious device whereby a management company is obtained to manage the community assets while authority and responsibility for the property's maintenance is retained by those most interested in the community's welfare—the property Homeowners.

The purpose of this manual is to outline the operating structure and procedures and to provide the Homeowner with important information about the Association and Common Area and commonly maintained property of the Project. It is intended to serve as a reference and information source, and does not detail all documents governing the community.

Volare provides beautiful Townhomes and surroundings, located in one of Happy Valley's most convenient and centrally located areas. If you have not experienced living in a community where Homeowners share the facilities and Common Area, and commonly maintained property with their neighbors, this manual will be helpful in providing an understanding of how planned communities and their associations function. For those who are familiar with Homeowner associations, we hope this manual will serve as a quick reference and source of information.

Sincerely,

SKB-HV Limited Partnership

Important Contacts and Telephone Numbers

Please keep this manual in a convenient place so you can refer to it when you need information about your Townhome and when you want to contact key individuals and resources. We have provided the following contacts and telephone numbers for your convenience.

Monza Homes, LLC

Warranty Department

PO BOX 962

Gladstone, OR 97027

503-496-5136 - Voice

503-652-3793 - Fax

Email: warranty@monzahomes.com

www.livevolare.com

Contact		Phone number
Fire Department	Emergency	911
Police Department	Emergency	911
Postal Services		503-657-9358
Utilities:		
Cable TV	Comcast	1-800-266-2278
Electric	Portland General Electric	503-228-6322
Gas	NW Natural Gas	503-226-4240
Telephone	Qwest	1-800-244-1111
Trash/Garbage	Arrow Sanitary	503-257-1331
Water	Sunrise Water Authority	503- 761-0220
Sewer	Water and Environmental Services	503- 353-4567

Moving

UTILITY INFORMATION

Your new address:

Telephone service:

Call Qwest Communications to schedule the activation of your telephone service(s). When contacting Qwest to set up your account, you should reference your address. Let the order representative know that Volare is a new neighborhood.

Utilities:

Contact the Portland General Electric office to establish your new electrical account. It is required that you provide your street address when making this order. Activation can take up to several days; contact the Customer Service Department before your actual move-in day.

Contact Northwest Natural Gas to arrange for an account. Activation can take up to several days; contact the Customer Service Department before your actual move-in day.

Contact the Sunrise Water Authority to arrange for an account. Activation can take up to several days; contact the Customer Service Department before your actual move-in day.

Cable TV Services:

Please contact Comcast Cable to establish your new account. They will be glad to discuss options and pricing with you.

Welcome to Your New Townhome Community! Welcome to Volare!

Volare Townhomes

MOVE IN/OUT & DELIVERY PROCEDURES

PRIOR TO YOUR MOVE OR DELIVERY

PROOF OF INSURANCE

The moving company must supply the Association with a current Certification of Liability and Workers' Compensation Insurance for a minimum of \$1,000,000 prior to your move in date. The certificate(s) must name Volare Owners Association and the Management Company as additional named insured, and may be faxed to the Management Office.

UTILITIES

The Developer will contact all utilities to notify them of a change in owner as of the date of closing. To avoid being without utility service it is important to contact the appropriate utility prior to your close date.

YOUR MOVING COMPANY

Please choose your moving company carefully! You, as the Homeowner, are fully responsible for any damages done to the Common Area, and commonly maintained property,, streets, driveways, sidewalks and curbing during the move in or move out, including damage done by your moving company's personnel or your tenant if you rent your Townhome. Because of this liability, it is important that the moving company carry its own insurance for such damages.

We recommend that the moving company give you a copy of their current Certification of Liability insurance and a copy of their current workers compensation insurance certificate.

SUGGESTIONS FOR MOVING PREPARATION

MAKE A PLAN

You will save time and money if you plan the location of your furniture in your new Townhome before the moving company delivers it. Be sure you know your full address, the date, and time block assigned for your move. Verify this with the movers.

AFTER MOVING IN

BOXES AND PACKING MATERIALS

At the end of the move, or at the end of each day if your move takes more than one day, the areas around your Townhome **must be cleaned of all debris**. Packing materials and containers must not be left outside your door.

Being a Good Neighbor

Living in a planned community such as Volare offers many advantages. You can enhance the quality of life in your planned community by considering these "Good Neighbor" suggestions...

Noise issues

Be aware that other homes are located adjacent to your Townhome. Perhaps the first consideration is to reduce noise transmission from your Townhome to a neighboring Townhome. Music systems, televisions and musical instruments can produce sounds that are enjoyable to you but annoying to your neighbors. Always keep the volume at a reasonable level.

After 8:00 pm, the volume level of all music and television systems should be turned down further.

If you find that your neighbor is producing annoying sounds, use a good neighbor approach and gently discuss the noise with your neighbor. Most often you will find that your neighbor appreciates your concern and is unaware of the noise transmission problem.

If you plan to have a temporary sound issue such as a repair or installation, it is a good idea to alert your neighbors that the noise will be temporary. Always schedule such repairs after 8:00 am and to be completed no later than 6:00 pm.

Please see the Design Guidelines for requirements on installing modifications which might result in noise or sound to neighbors.

Odor and Cooking Aroma Issues

Even the most tempting aromas from cooking can be annoying to a neighbor. We ask that you use your range hood when cooking so your cooking aromas will not intrude on a neighbor's privacy.

If you plan to paint interiors walls or install flooring which might produce offensive odors, please take steps to ventilate the odors from your Townhome so they do not enter neighboring homes.

Trash

Do not place trash outside your door.

All trash must be placed in your trash can. Any items found outside or around your home could cause the home that created the problem to be fined.

Water Spills

If you experience water spill of sufficient volume the water might penetrate the flooring; thus contact the Monza Homes Warranty Department at once. Remove the excess water and thoroughly dry the area of the water spill with towels. If the spill happened while you were away for a day or two, please use a solution of one part household bleach and ten parts water to wipe down the affected area. Be sure to protect yourself by wearing eye protection, rubber gloves and by using a mask to avoid the fumes. If the spill has been unattended for more than two days, report it to the Monza Homes Warranty Department immediately and rely on their expertise to remedy the situation.

Parking

Please observe the regulations for parking at all times.

Do not obstruct driveways of other Townhomes. .

It is the responsibility of the Homeowners to make all delivery services, contractors, guests and rental clients aware of the parking rules and regulations.

General Information about your Neighborhood □ □

The next three sections include general information from documents listed below. The official versions of these documents were provided with your purchase materials. The documents are:

- ByLaws of Volare Owner's Association
- Declaration of Covenants, Conditions, and Restrictions for Volare and any Amendments
- Plat of Volare - Articles of Incorporation of Volare Owners Association

We have provided a CD with all these important documents for your convenience.

INTRODUCTION

Your Association

Your Association, which will “govern” The Volare community, may best be understood by employing a simple analogy to the relationship that exists between a city government and the homeowners of that city.

Structure

As a Homeowner at Volare, you are a member of your Association, which is responsible for the exterior of the buildings.. Annually, you and your neighbors, as members of the Association, elect Directors to the Board to address the Association’s responsibilities and to supervise the policies and services that apply to the members. However, the developer has the right to appoint the members of the board, until such time as specified in the Declaration.

Jurisdiction

The Declaration defines the jurisdictional scope of the Association. As a Homeowner, it is important that you become familiar with the Association’s responsibilities and how these responsibilities differ from your responsibilities as an individual Homeowner.

Assessment

A proportionate share of the funds needed to administer your Association and to insure the proper maintenance of the Association Common Area, and commonly maintained property is collected from each Homeowner. The due date for this assessment is given in your Association documents.

This monthly assessment has two (2) separate components: Operations and Reserves. The Operations portion of the assessment covers the routine ongoing costs of such things as management, insurance, building and landscape maintenance, utilities (sewer, water and electricity for the Common Areas). The Reserve portion of your assessment is money set aside in accordance with a specific plan adopted by the Board of Directors to defray the cost of long term repair and replacement activities such as painting, roofing, etc. The specific components of this responsibility are outlined in the Reserve Study section of the Annual Operating Budget. The Board of Directors will adopt a new Operating Budget, which outlines the specific expenses in these two areas and thus calculates the assessments, on an annual basis.

Keys

At the time you close escrow on your Townhome you are given the keys. These are the only copies of your keys, as the Association does not maintain copies or have master keys. If you wish to have additional copies made, you may do so at your own expense by contacting a full service locksmith or hardware store.

Mailbox Keys

The mailboxes are located within the Volare Townhome community in common mailbox units. The location will be shown to you during your orientation. Keys for the mailboxes will be provided by the Clackamas Post Office, 9009 SE Adams Street, Clackamas, Oregon, 97015, 503-657-9358 after close of escrow. As your mailbox is not an Association Common Area, the Management Company does not have extra copies of your mailbox key. You should make duplicate copies of your keys in the event one is lost.

Noise

Volare was designed with attention to safety, comfort, and living ease within an urban setting. Rules have been adopted to protect Homeowners from unnecessary noise. Please take a moment to review this important section of the Rules and Regulations.

Courtesy

Another way of understanding these regulations, which are designed to maintain and enhance your environment, is to realize that they are simply insuring the extension of personal courtesy to your neighbors. In particular, the regulations establishing limitations on noise, supervision of children, and the ownership of pets (as described in the Declaration) stand out as examples. It is for this reason that your use of all the facilities will be subject to the regulations of the Association. These regulations can be amended from time to time by the Board of Directors if and when the situation warrants.

Individual Townhomes

The maintenance of the interior of your Townhome and the improvements therein is the sole responsibility of you, the Homeowner. The following information is provided for introduction purposes only. You should be sure to review and follow the maintenance manuals provided with your appliances. Please be sure to carefully review your "Homeowner Manual" for the maintenance schedules to be followed.

Decks

Proper maintenance of the deck is the responsibility of the HOA. However, daily cleaning is the responsibility of the Homeowner. Please be careful that plants being watered on your deck do not overflow. Bicycles may not be stored on the decks. According to Happy Valley or Clackamas Fire Codes.

Bathrooms

Over a period of time, movement between your tub and adjacent surfaces may affect the caulk joint at that juncture. **The Homeowner should maintain the caulk joint between the tub and tile through periodic inspection and application of caulking material (available at most hardware stores).** Similarly, the tile grout should be properly maintained with periodic filling. Bathrooms are provided with exhaust fans activated by a wall switch. The fans are connected to duct work to vent to the outside. Periodic cleaning of your exhaust fan is necessary and is the responsibility of each Homeowner. Proper cleaning products should be used on all bathroom and kitchen surfaces, including plumbing fixtures. Abrasive cleaners should not be used.

Fire Safety

Each Townhome is equipped with a sprinkler system that operates off of direct pressure from the City's fire water supply lines. Each Townhome is equipped with smoke detectors, which are hard wired into each Townhome's circuit breaker and have a battery backup. It is the responsibility of the individual Homeowner to replace the batteries as necessary. Sprinkler heads are for Homeowner's protection. They must not be painted and must be kept clear of any obstructions. Never hang objects from sprinklers.

Kitchen Appliances

Each Townhome comes equipped with a stove, oven, dishwasher, microwave, and garbage disposer. Filters on the kitchen recirculation air-filtering hood must be cleaned and degreased regularly.

Sills and Doors

The sills (tracks) on the windows and doors are constantly exposed to the elements. The individual Homeowner must perform periodic cleaning, including flushing of weep holes and re-lubrication. Additionally, doors throughout the Townhome (including cabinets) may need periodic adjustments. This is also the responsibility of each Homeowner.

Sound

The buildings have been constructed to meet current standards established by the home building industry. No modification can be made to any Townhome that would impact these standards. All Townhomes adjacent to other Townhomes are required not to make any modifications to the party wall system.

Telephone Service

Each Townhome is designed to accommodate one or more telephone lines. Homeowners are responsible for the installation and payment for this service.

Television Service

Each Townhome is pre-wired for television service. Homeowners who desire such service are responsible for the installation and payment for the service.

Utilities

There is a gas and an electric meter for each Townhome located on the exterior of each building. Homeowners are responsible for contacting the electric and gas utilities to initiate their utility services no later than the effective date of closing of escrow. The Developer will contact all utilities to notify them of a change in owner as of the date of closing. To avoid being without utility service it is important to contact the appropriate utility prior to your close date.

Conclusion

We hope this information has given you a helpful overview of the Volare Townhome community and has helped acquaint you with how this new Townhome community will operate. However, as noted above, it is intended to be introductory in nature and it is not as comprehensive as the Declaration and Bylaw Documents provided at Purchase, nor is it intended to be a complete and definitive description of Volare. In the event of any conflict between this summary and the legal documents, the legal documents take precedence.

Your Association exists to serve the Homeowners of the Association. It is the responsibility of the Association to ensure that all Homeowners share in the enjoyment of the facilities to the fullest extent possible. It is for this reason that the Association has established a set of Rules and Regulations in accordance with the legal documents that will expand on this introduction.

Volare Townhome Community Handbook

General

Parents or guardians are responsible for the conduct of their minor children, grandchildren, and/or minor guests.

No loud talking, unnecessary noises or boisterous conduct is permitted at any time. This includes, but is not limited to, televisions, radios and/or other sound-emitting devices. Common courtesy shall be observed at all times. Consideration of your neighbors will enhance the enjoyment and tranquility of all.

Homeowners will be responsible for any and all actions of their guests, lessees, contractors, employees and anyone on the premises by their instruction, invitation or permission.

Homeowners will be responsible for and bear all costs of repairs and/or replacement for any damage to the building or other Homeowner's Townhomes, recreational facilities, equipment, or any other Association Common Area or commonly maintained property, if it is determined that the damage was caused by the Homeowner, its lessees, guests, employees or contractors.

Outside antennas with a surface diameter of 1 meter or less, designed to receive television broadcast signals only may be placed in the rear yard of any Lot if they are not visible from the street and are screened from neighboring Lots. No signs shall be erected or maintained on any Lot except that not more than one (1) "For Sale" or "For Rent" not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any Lot. Placement is designated by the Design Review Committee & can not be longer than three (3) days after the sale closing date. Temporary placement of "political" signs on any Lot by the Owner or Occupant is permitted, provided it's also in the place designated by the Design Review Committee, and it is removed within three (3) days after the election day pertaining to the subject of the sign.

Neither Homeowners nor their families, employees, agents, visitors, licensees nor servants shall distribute or cause to be distributed any advertising, pamphlet, free newspaper or any other printed matter on or in any portion of the property or Homeowner cars. This includes door-to-door solicitation, electioneering, etc.

Skateboards, scooters, bicycles or roller blades are not allowed on the sidewalks and streets. **(Leave the same)**

Other than normal cooking odors, no odorous matters shall be emitted upon or about the Project in such quantity as to be readily detectable outside the physical boundaries of the space within which such odor was generated.

Should an emergency situation occur, the Board or managing agent and all other types of emergency personnel shall have authorization to enter your Townhome using forcible entry if necessary. In the event that this emergency entry is not the direct result of a Homeowner maintenance item or action, the Association will be responsible for damages caused by the Association to your Townhome.

No exterior clothesline shall be erected or maintained or hung on decks or railings within the Community and there shall be no exterior drying or laundering of clothes or any other items on any common area. **(Leave the same- many rear yards are not enclosed or face Causey Ave, and or Golf Course)**

No patio, deck, yard, parking spaces or garage shall be used for storage purposes, including, without limitation, the storage of bicycles as stated in the amendment of the Declaration of CC & R's in Section 4.8.1

DISTURBANCES / NUISANCES

Homeowners are responsible at all times for the reasonable conduct of themselves, their occupants and guests. Loud or boisterous conduct anywhere on the Volare property, including inside your Townhome that disturbs the comfort and quiet enjoyment of others is prohibited. Common sense and neighborliness will be sufficient for most neighbor issues.

No person shall discharge into the Project's sewer system or storm drain any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, welfare, violate any law, subject any Homeowner to liability under state and federal law for any cleanup or cause injury or damage to neighboring property or business elsewhere in the neighborhood.

No air pollutants or contaminants sufficient to create a nuisance shall be discharged.

The volume of radio, stereo sets, television, and musical instruments shall be held at a reasonable level at all times so other Homeowners are not disturbed. Between 8:00 p.m. and 8:00 a.m., the volume must be significantly reduced so as not to disturb other Homeowners

Speakers and floor supported musical instruments (i.e. pianos and organs) must be properly isolated from directly contacting floors and walls in order to minimize vibrations.

PETS

The Association understands how important pets are to their owners; however, equally as important are the other neighbors' right to quiet enjoyment of their property. Homeowners, their lessees, invitees, guests and contractors must at all times adhere to the provisions concerning pets detailed in the Association documents. The following rules expand on these provisions:

Not more than a reasonable number of two (2) pets, such as domestic dogs and cats (not kept, bred or raised for commercial purposes) may be kept in each Townhome. However, animals which in the reasonable determination of the Board are determined to be a threat to the safety of the occupants of the Project shall not be allowed in the Project under any circumstances.

No livestock or poultry shall be kept, maintained, or bred in any Townhome or any other location within the Project.

The Board shall specifically have the power to prohibit the keeping or maintenance of any animal, which, in the opinion of the Board, after Notice and Hearing, is deemed by the Board to constitute a nuisance to any other Homeowner in the sole and exclusive opinion of the Board.

Each person bringing or keeping a pet within the Project shall be absolutely liable to the Association and to other Homeowners and their invited guests for any damage to persons or property caused by any pet brought upon or kept in the Neighborhood by such person or by members of his or her family or invited guests.

Animals belonging to Homeowners or invitees of any Homeowner must be kept within an enclosure or on a leash held by a person capable of controlling the animal.

Uncontrolled animals in the Association Common Areas or other lots are subject to be turned over to the Humane Society, and/or the owner of the pet will be subject to a fine levied by the Association.

Pet owners must control their pets at all times so as to not destroy, ruin or otherwise damage planted areas, trees, shrubbery or other landscaped areas on the property.

All pet owners shall be responsible for a pet's nuisance and noise disturbance. Dogs are not to bark unnecessarily or incessantly.

It shall be the duty and responsibility of each such Homeowner to clean up after such animals that have deposited droppings on or otherwise used any portion of the Association Common Area, homeowners front and rear yards, or any public street abutting or visible from the Property and properly dispose of any animal waste.

DELIVERIES

Management and the Association cannot be responsible for the acceptance and/or delivery of parcels to a Homeowner's Townhome in the absence of the Homeowner. Parcels delivered by the U.S. Postal Service that cannot fit in the mailbox must be picked up at the Post Office.

Similarly, the Association and Management may not be held responsible for any other deliveries including floral arrangements, gifts, furniture and the like.

SOLICITING

It is our goal to prevent you from being subjected to the constant interruption and inconvenience of peddlers, solicitors and surveyors. Soliciting of any nature on any part of the property, premises or Association Common Areas is absolutely forbidden.

INSURANCE

Each Homeowner shall maintain in effect at all times one or more policies of property insurance, including, without limitation, fire, extended coverage, vandalism, and malicious mischief, for the full insurable replacement value of such Owner's Home, including, without limitation, such portions of the Home that may constitute Commonly Maintained Property. In addition, Homeowners must carry & maintain property insurance against losses to personal property located within the Townhome and on any exclusive use patio or deck appended to the Townhome and to any upgrades or Improvements located within the Townhome and liability insurance against any liability resulting from any injury or damage occurring within the Townhome or within the boundaries of the lot associated with the Townhome.

The Association's insurance policies will not provide coverage against any of the foregoing. All Homeowners hereby waive all rights of subrogation against the Association, and any insurance maintained by a Homeowner must contain a waiver of subrogation rights by the insurer as to the Association provided, however, that a failure or inability of a Homeowner to obtain such a waiver shall not defeat or impair the waiver of subrogation rights between the Homeowners and the Association. No Homeowner shall separately insure any property covered by the Association's property insurance policy as described in Article 8 of the Bylaws. If any Homeowner violates this provision and, as a result, there is a diminution in insurance proceeds otherwise payable to the Association, the Homeowner will be liable to the Association to the extent of the diminution. The Association may levy a reimbursement assessment against the Homeowner's Townhome to collect the amount of the diminution.

TRASH DISPOSAL

Trash, garbage or other waste shall be kept only in sanitary containers. No Homeowner shall permit or cause any trash or refuse to be kept on any portion of the Common Area or outside of their Townhome other than in the receptacles customarily used and located only in places specifically designated for such purpose.

WINDOW COVERINGS

No Homeowner shall tint, paint or place foil in any window of a Townhome.

The exterior appearance of window covering should be white, beige or neutral in color. The Architectural Review Committee shall have final determination whether or not the color of a window covering complies with this section.

RENTAL OF TOWNHOMES

A Homeowner shall be entitled to rent the Homeowner's entire Townhome (but not a portion thereof) subject to the following guidelines:

All Homeowners who rent their Townhomes shall submit in writing to the Management Company the names and

contact numbers of the tenants.

All Homeowners who rent their Townhomes shall also be responsible for informing the Management Company of their tenants' vehicle information.

Any rental or leasing agreement shall address residents responsibilities for Volare and shall provide that any failure to comply with any provision of the Declaration and all Amendments shall be a default under the terms of the lease agreement.

All rentals or leases, except for family members of the Homeowner of the Townhome, shall be for a minimum of one month.

A copy of the Declaration and all amendments Declaration and all Amendments, including these rules and regulations and any other supplemental documents, shall be provided by the Homeowner to each tenant or lessee.

The Homeowners shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of the Declaration pursuant to the occupancy and use of the Townhome.

A lessee shall have no obligation to the Association to pay assessments imposed by the Association, nor shall any lessee have any voting rights in the Association.

No Homeowner may lease a Townhome situated thereon for hotel, motel or transient purposes or any other purpose inconsistent with the provisions of this Declaration.

Use privileges for amenities and Association Common Areas transfer to the lessee or tenant. Homeowner shall have no personal use privileges upon leasing out the Townhome.

REAL ESTATE BROKER/AGENT RULES

Real Estate signs may not be placed in the windows or on the deck of any Townhome other than one (1) sign not exceeding 24 inches in height + 36 inches in length in the place assigned by the Architectural Review Committee to advertise the Townhome for sale or lease. Seller is the exception to the rule.

No 'Open House' signs, flags, banners, etc. shall be displayed on any Townhome and/or Association Common Areas of Volare. The Seller is the exception to the rule.

VIOLATION ENFORCEMENT PROCEDURE

Any violation of the Declaration and all Amendments of the Association, including the Community Handbook, will be processed according to the procedures outlined herein. In the event one or more Members of the Association or Board of Directors file a Violation Report, the Board will act as follows:

Send a letter to the Homeowner stating the violation and the date by which said violation must be cured.

Should the Homeowner request a hearing, the Homeowner will be notified as to the decision rendered by the Board.. If the Homeowner is found to be in violation of the Association's Declaration and all Amendments, the Board will either:

- a) Seek remedy by use of alternative dispute resolutions such as mediation or arbitration; and/or
- b) Apply monetary fines to the Homeowner's assessment billing; and/or
- c) Choose to correct (or cause to be corrected) the violation and assess the Homeowner for reimbursement of costs.

If the decision is to pursue a monetary fine system, the Association Violation Fine Schedule will apply.

NOTE: A violation is defined as an act in conflict with the Declaration and all Amendments of the Association. In the event of multiple complaints by a single Homeowner, the Board, in its sole and absolute discretion, will determine if it will prosecute the violation(s) in question.

VIOLATION FINE SCHEDULE

First Occurrence - A Notice of Violation with a request to correct or repair the deficiency.

A Homeowner has a right to a hearing before fine is imposed per ORS 94.630 (1)(n)

Second Occurrence - A letter with a \$100.00 fine, plus request to correct/repair.

Third Occurrence - A letter with a fine of \$200.00, request to correct/repair. May be referred to the Association's attorney.

Note: (1) Fines will continue to double with each repetition of the offense.

(2) The Board of Directors will determine the time for curing of violations for each Homeowner consistent with previously reported similar violations as applicable.

(3) Should a violation occur that imposes financial obligations on the Association, then the responsible party for said violation shall reimburse, by way of special assessment, Volare Owners Association for this financial obligation.

PROCEDURE FOR HOMEOWNER HEARINGS

If you have been invited to attend a hearing for an alleged violation of the Association's Declaration and all Amendments, the following procedure will be followed:

You will be introduced to the Board of Directors and other Association representatives.

The acting Chairperson will summarize the reason for your invitation to the hearing.

You may present written or oral evidence to state your position.

The requirements of the Association's Declaration and all Amendments will be reviewed for clarification of issues.

The Board may ask you questions.

You may ask the Board questions and make a final statement.

The Board appreciates your participation in the foregoing. The Board may convene in executive session if permitted under the Declaration and all Amendments.

You will be notified of the Board's decision, in writing, within ten business days.

FORMS AND ATTACHMENTS

The following forms and attachments are provided to Homeowners for use as appropriate.

Rules And Violations Report - This form is used to report violations to the Association. Appropriate action will be taken to confirm the violation and commence enforcement per the foregoing enforcement procedures. All reports will be held in confidence and reviewed only by the Board of Directors, Management and the Association's legal counsel if necessary and shall not otherwise be disclosed except as otherwise required by an applicable law. This form may be faxed or mailed to the Management Company.

Any Homeowner may report common areas/commonly maintained property needing maintenance to the Association.

Lease Agreement Addendum – If renting out your Townhome, this must be signed and placed on file with the Association.

VOLARE OWNERS ASSOCIATION RULES AND VIOLATION REPORT

There must be at least one signature from a Homeowner within the Association to pursue violations that cannot be viewed during an inspection of the community (i.e., barking dog, noise nuisance, garage storage, etc.). Please be as specific as possible to enable the Board of Directors to execute the enforcement process in a timely manner. All alleged violations will be evaluated to ensure that they are considered an infraction as defined by the Association's legal documents.

REPORT FILED BY:

Name: _____ Name: _____
Address: _____ Address: _____
Lot #: _____ Building # _____ Lot #: _____ Building # _____
Phone: _____ Date: _____ Phone: _____ Date: _____
Signature: _____ Signature: _____

Name: _____ Name: _____
Address: _____ Address: _____
Lot #: _____ Building # _____ Lot #: _____ Building # _____
Phone: _____ Date: _____ Phone: _____ Date: _____
Signature: _____ Signature: _____

VIOLATION INFORMATION:

Name: _____ Lot #: _____ Building # _____

(Alleged violator's name)

Description of alleged violation: _____

(If additional space is needed, please use reverse side of this form)

Date(s) and time(s) alleged violation occurs? _____

How often does the alleged violation occur? _____

Date of Report: _____

Lease Agreement Addendum:

THIS AGREEMENT MUST BE INCLUDED IN ANY LEASE USED BY A HOMEOWNER OF A TOWNHOME WITHIN VOLARE WHEN LEASING THEIR TOWNHOME. WE ASK THAT THIS INFORMATION BE SIGNED AND PLACED IN THE TOWNHOME FILE, IN AN EFFORT TO HELP YOU, THE HOMEOWNER, EDUCATE YOUR TENANT AND TO PROTECT YOU AND YOUR INTEREST IN THE ASSOCIATION.

A Homeowner shall be entitled to rent the Owner's entire Townhome (but not a portion thereof) subject to the following guidelines:

- All Homeowners who rent their Townhome s shall submit in writing the names and contact numbers for their tenants to the Association management office.
- Any rental or leasing agreement shall include this addendum, shall provide that the lease or rental is subject to the Declaration and all Amendments and the sublease for so long as the sublease exists for the Townhome and shall provide that any failure to comply with any provision of the Declaration or the Declaration and all Amendments shall be a default under the terms of the lease agreement.
- All rentals or leases, except for family members of the Homeowner of the Townhome, shall be for a minimum of one month.
- A copy of the Declaration and all Amendments, including these rules and regulations and any other supplemental documents, shall be provided by the Homeowner to each tenant or lessee.
- The Homeowners shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of the Declaration and all Amendments pursuant to the occupancy and use of the Townhome.
- A lessee shall have no obligation to the Association to pay assessments imposed by the Association, nor shall any lessee have any voting rights in the Association.
- No Homeowner may lease a Townhome situated thereon for hotel, motel or transient purposes or any other purpose inconsistent with the provisions of the Declaration.
- Use privileges for amenities and Association Common Area transfer to the lessee or tenant upon move in. Homeowner shall have no personal use privileges upon leasing out the Townhome.

I have read and understand the Lease Agreement Addendum for Volare s. I have understand and agree that whether or not I have made arrangements as part of my lease for my tenant to reimburse me for the Townhomes assessment, I am still responsible to the Association for the assessment. I understand that if my tenant violates the Rules of the Association, and incurs fines, whether or not I make personal arrangements for my tenant to reimburse me, I am still responsible to the Association for any fines levied against my Townhome. I understand that any lease must be for a minimum of one month, and I will provide the tenant's name and contact information to the Association.

Property Owner: _____ Date: _____

Lot #: _____ Building # _____ Address: _____

Homeowner/Resident's Signature (s) _____

Volare

DESIGN GUIDELINES

These Design Guidelines have been prepared to give Homeowners at Volare a comprehensive understanding of the design review (architectural modification) process. The following table of contents outlines specific areas of information. However, it is suggested you read this entire manual before proceeding with any Request for Design Modification. Application request forms are available from the Management Company. Additionally, a sample of the application form has been included.

Authority

The Board of Directors, by authority provided in the Declarations, can serve as the Architectural Review Committee (ARC) and it can appoint members to the ARC. Any additional members of the ARC are appointed by the Board to assist the Board in their responsibility of monitoring the design integrity of the Community. In order to carry out these responsibilities, the ARC has developed the standards and guidelines described herein. The ARC will function in the following capacity:

Receive requests and proposals for alteration and/or construction work to be undertaken by any Homeowner.

Make decisions as to the acceptability, quality of design, workmanship and materials of such requests, following consistently the guidelines established here.

Monitor overall exterior design compatibility by identifying violations and accepting complaints from individual Homeowners relating to violations of others.

Purpose

The objective of the ARC is to foster the following goals:

Preserve the attractiveness and quality of our living environment.

Preserve, protect and enhance property value.

Maintain the integrity of those areas which have discernible character and which might have special significance.

Therefore, as Homeowners it is in everyone's interest that the overall integrity of the community is maintained. In our effort to do so, we intend to:

- a. Preserve environmental harmony.
- b. Maintain architectural character and harmony.
- c. Maintain structural integrity.
- d. Ensure the quality of workmanship and materials.

In an effort to meet these objectives, the ARC is committed to consistent application of guidelines and standards. They will be applied fairly, in a timely manner and in good faith. The guidelines are not intended to stifle creative initiative in favor of stereotypes. Proposals and plans will be considered reasonably and professionally.

THE APPLICATION PROCESS

Any Homeowners who are planning to remodel the interior of their Townhome other than finish modifications, (which were completed by the initial buyers working with the Developer), must submit plans and receive approval from the ARC. Qualifying remodel project include construction or demolition of walls, electrical work, plumbing requiring access or alteration inside the plumbing wall or any other modification which may affect common or shared elements such as demising walls, floors, ceiling or infrastructure construction.

Prior to initiating any structural improvements, or alteration to any Townhome, an applicant shall make a written request for any architectural change, by submitting a complete "Application for Architectural Modification" form, together with detailed plans and specifications, showing proposed modifications.

Homeowners have absolutely no rights under the Declaration to modify the building infrastructure. The only way a Homeowner may ever alter the building infrastructure is to follow all of the procedures for application and rules for construction.

An applicant requesting an architectural change shall seek and receive a building permit from the City of Happy Valley, where necessary. All proposed changes must conform to all applicable codes. the ARC is not responsible for discerning whether or not the proposed work requires permits.

Within Fifteen (15) days from proper application for approval, the ARC shall consider and act upon such application. In the event the ARC fails to approve or disapprove any such final plans within fifteen (15) days of its receipt of all required materials or request an extension, the application shall be deemed approved. The ARC shall be entitled to request one or more extensions of time, not to exceed thirty (30) days.

The ARC renders approval or denial of the request according to established standards and policies previously approved by the Board of Directors, guidelines established by the ARC and conformance with the Declaration. If the request does not fall within established guidelines or is without precedent, the ARC will make the decision as to the disposition of the request at the Board's regularly scheduled meeting.

The ARC is responsible for approval or denial of all requests, unless, the ARC is not appointed, and in such case the Board decides to serve as the ARC. The Homeowner will be notified in writing of the decision.

In the event that the Board and/or Committee does not approve the application, the applicant may be asked to comply with whatever requests the Board makes for further information, modification to the proposal, etc.

If an initial request has been denied, the applicant may submit an amended request that complies with established policies and guidelines.

If a request is denied, the applicant may appeal the decision by directing a letter to the Board of Directors, requesting a hearing. Such appealing Owner shall submit to the Board a written notice of appeal, setting forth specific objections or mitigating circumstances justifying the appeal, to the Board within ten (10) days after the ARC's action. The Board shall issue a final, conclusive decision within forty-five (45) days after receipt of such notice, and such decision shall be final and binding upon the appealing Owner and the ARC. Provided, however, the Board shall make reasonable efforts to reach a decision within twenty (20) days. If the Board is serving as the ARC, then such appeal shall be deemed a request for reconsideration.

If the request is approved and the ARC has determined the requested modification(s) will result in increased maintenance, the approval letter will state that an amount shall be paid in advance as a condition of approval of the change.

Before construction commences, all fees shall be paid and all insurance certificates, bonds and building permits shall be posted and submitted to the Management Company.

Copies of all requests, plans, specifications and subsequent correspondence will be kept in the individual Homeowner's File. The Chairman of the ARC will sign all correspondence regarding approval or denial.

If an approved alteration is not completed within the time limits established when approval was granted, the Board may cancel the permission upon ten (10) calendar days written notice to the Applicant/Homeowner. Further, any uncompleted projects as noted above, which affect Commonly maintained property or common areas or the integrity of the building, may be completed by the ARC at the Owner's expense.

Again, Homeowners have no rights to alter the building infrastructure without approval from the ARC. Hence, any Homeowner failing to follow this process is subject to significant monetary fines as decided by the Board in conjunction with the ARC, plus any directly incurred costs in reconciling the violation.

CONDITIONS FOR ALTERATIONS, ADDITIONS AND REMODELING

Applicant agrees and understands that in the event the Board approves the Application for Architectural Modification, the Board may impose special conditions of construction and maintenance on the approved work. Any special conditions will be attached and be a part of the "Permit for Architectural Alteration."

Applicant shall ensure that installation of window coverings is in compliance with the rules regarding Window Coverings as outlined in the Association's Rules and Regulations.

Applicants, if requested based on scope of the work, shall make a one thousand dollar (\$1,000.00) deposit to the Association in advance of the start of work. Such deposit shall be refunded to the applicant when the job is complete, less any cost incurred by the Association for repairs or losses.

Applicant shall be responsible to see that the work is carried out in compliance with all governmental laws, ordinances and regulations, and that any permit(s), license(s), bonding or insurance which may be required in connection with the job are obtained before the start of work.

Applicants shall be responsible to see that contractors haul away any surplus building materials. No flammables are to be stored in the Townhome.

Applicants shall indemnify and hold the Association harmless from any and all claims, suits and actions (including Mechanics Liens) by or on account of any acts or omission of the contractor, the contractor's agent or servants, or arising in any way out of the performance of the work covered in this job. All contractors and subcontractors are required to post certificates of insurance for public liability and property damage specifically naming the Association (Volare Owner's Association) and the Management Company as an 'Additional Named Insured.'

A representative designated by the Association will have the right to enter and observe work in progress to monitor its compliance with the approved plans and adherence to this agreement. **No modification or change in approved plans, specifications or special conditions shall be made without the prior written approval of the Association.**

If the applicant fails to comply with the permit conditions and requirements, the Association is authorized to take whatever action is necessary or reasonable to correctly complete or restore the Townhome or affected Association Common Areas.. In this circumstance, all costs incurred by the Association plus a monetary fine will be assessed against the Owner's property. Such costs may include but are not limited to:

- a. Reconstruction or repair to the and its related costs,
- b. Reconstruction or repair to the Association Common Areas,
- c. Attorneys fees,
- d. Court costs.

Applicant will inform all other Homeowners who may be affected by such alteration work of the nature of the work and

the extent to which they may reasonably expect to be affected thereby.

Applicant is to assume all responsibility for weather tightness of proposed installation and the waterproofing of the building structure itself as to those portions affected by the alteration work.

Applicant shall take all precautions and shall bear all risks with respect to damage to the building structure and its installation and equipment, and the property of all other Homeowners, including, but not limited to damage caused by weather, water, steam, electrical, fire or any other cause attributable to the work performed by or for applicant. Applicant will be responsible for full cost of repairs incurred by the Association due to any failure to comply herewith or by the performance of the alteration work.

All alteration and structural changes shall be performed in such a manner and at such time as not to disturb other occupants of the building or the operation of the building services. All work shall be performed only between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday, only. No work shall be performed on Saturdays, Sundays or Holidays.

Impact devices such as jackhammers, chipping guns, power operated hammers and similar devices will not be permitted unless there is no other substitute available. If such devices are to be used, a written permit has to be obtained stating: date, time, purpose and duration of use, and such permit shall be distributed to occupants whose Townhomes are in close proximity to the site. This will give the immediate neighbors ample warning concerning the noise to be generated by the use of these devices. A written request shall be submitted concerning the use of impact devices no less than one week prior to actual work. The Association shall give a written permit to the contractor. Impact devices can be used from 10:00 a.m. - 4:00 p.m., Monday through Friday only.

Construction will begin within thirty (30) days of approval from the ARC, and shall then be completed within ninety (90) days from the beginning of construction, unless the ARC grants a longer time period for completion due to the scope of the Project. Construction that takes place longer than the approved time period shall be subject to a fine of \$100 per working day by the Association.

Once the architectural modification has been completed, the modification must be inspected by the Association in order to ascertain if all Common Systems and Elements have been completed in accordance with the modified design or as a result of the approved modification. The Association will not consider the work complete until an inspection has been completed and the Project approved. Inspection by the Association does not warranty or guarantee the structural component or design integrity of the Homeowner's modification.

Homeowner (Applicant) and Homeowner's heirs, successors and assigns hereby indemnify and hold harmless the Association from all defects in products, workmanship or design arising from or out of the alteration(s) or modification(s) performed by the Homeowner or the Homeowner's agents.

CONSTRUCTION REQUIREMENTS FOR TOWNHOME MODIFICATIONS WHICH AFFECT BUILDING INFRASTRUCTURE

The following requirements are designed to ensure that Townhome modification work undertaken by individual Homeowners does not negatively affect the structural integrity of the building nor create an unnecessary nuisance to other Homeowners. Homeowners have absolutely no rights under the Declarations to modify the building infrastructure. The only way a Homeowner may ever alter the building infrastructure is to follow all of the procedures for application and rules for construction, and any Homeowner failing to follow this process is subject to significant monetary fines as decided by the Board in conjunction with the Design Review Committee, plus any directly incurred costs in reconciling the violation.

We suggest that you share the following information with your contractors:

Building Infrastructure

Building Infrastructure is defined as any Elements or components behind the outside face of the Townhome's interior sheet rock walls, ceiling and floor surfaces. This specifically includes but is not limited to the following systems:

Acoustical

Electrical

Mechanical

Plumbing

Roof

Fire Protection System

Drywall

Windows

Studs

Procedure for Submittal of Documentation

All necessary information and documentation regarding Townhome modification shall be submitted to the Board of Directors. Construction drawings for all intended Townhome modification work must be submitted for review and approval prior to the commencement of any work. The Board of Directors will review the drawings, at the Homeowner's expense, to determine if further architectural and/or engineering review is necessary. If it is determined by the Board of Directors that the intended modifications do in fact affect the building infrastructure, a review of the construction drawings, at the Homeowner's expense, may be undertaken by a Consultant selected by the Board.

Procedure upon Approval by the ARC

Upon written approval by the ARC, the Homeowner may begin the scheduling of work on the Townhome. Prior to the commencement of any work, the Homeowner must provide the ARC with the following:

Permits - A copy of all applicable building permits as required by the City of Happy Valley. It is the responsibility of the Homeowner to determine the permit requirements.

Insurance - The contractor's insurance certificates for Worker's Compensation and liability insurance are required. The limits for the liability coverage shall be at least \$1,000,000. The limits for Worker's Compensation are statutory. The insurance certificates must name the Association (Volare Owners Association), the Property Management Company and Seller as long as the Seller owns any Townhomes, as "Additional Named Insured."

Bond - The contractor's Performance and Payment Bond. The stipulated amount of this bond will be for an amount equal to the dollar value of the infrastructure work.

Security Deposit - A cash deposit of \$1,000 must be provided. All costs for any damages or required cleaning of the Association Common Areas caused by the contractor as well as any administrative costs will be charged against this deposit. Upon completion of all work an itemized summary of these charges and all remaining deposited funds will be

provided to the Homeowner.

Schedule of Anticipated Interruption of Service

Any interruptions to any Common System, such as, but not limited to, plumbing, electrical or mechanical, which will affect other Townhomes must be scheduled with the Management Company. Management will notify all other affected Homeowners at the Homeowner's expense.

Any interruption in services must be scheduled a minimum of seven (7) days in advance. The schedule and duration of this interruption is subject to the approval of the Board and notice to the surrounding affected Townhomes.

Mechanics Liens

An unconditional lien release shall be submitted to the Board upon completion of work following the receipt of final payment of any preliminary lien notices sent to Volare and to the Developer. The Homeowner will be assessed for the value of the lien if the lien release is not provided to the Association.

General Provisions

All Association Rules and Regulations governing the creation of a nuisance shall be strictly enforced. Work that may be disturbing to other Homeowners shall be restricted to the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday. To protect the quiet enjoyment of all Homeowners, no work will be allowed on Saturdays, Sundays or Holidays.

VOLARE APPLICATION FOR ARCHITECTURAL MODIFICATION

This Application should be completed in triplicate, including all pertinent information regarding the proposed modification. Submit your Application (all three copies) to the Architectural Review Committee (ARC). One copy will be returned to you indicating Committee approval or disapproval, one copy will be retained by the ARC, and one copy will be filed with the Board of Directors in the Townhome record. Please note that Committee approval does not relieve applicant from obtaining the necessary building permits from governmental agencies with jurisdiction.

Homeowner Name: _____ Date of Request: _____

Address: _____ Building # _____ Lot # _____

Work Phone: _____ Home Phone: _____

Description of Improvement: _____

Items Attached: Plot: _____ Rendering: _____ Cross Section: _____ Photo: _____

Other: _____

ARCHITECTURAL REVIEW COMMITTEE

Date Received: _____ Approved: _____ Disapproved: _____

Conditions of Approval/or Reason for Disapproval: _____

Date: _____ Signature: _____

BOARD OF DIRECTORS APPEAL REQUEST

You may request the Architectural Review Committee to place you on the agenda of the next Board meeting. Action at the Board meeting:

Approved: _____ Disapproved: _____ Reason for Approval or Disapproval: _____

Date: _____ Signature of Board Officer: _____

VOLARE FACING, ADJACENT AND IMPACTED NEIGHBOR STATEMENT

FACING NEIGHBOR:

Name _____ Signature _____ Date _____ Building # ____ Lot # ____

ADJACENT NEIGHBOR:

Name _____ Signature _____ Date _____ Building # ____ Lot # ____

ADJACENT NEIGHBOR:

Name _____ Signature _____ Date _____ Building # ____ Lot # ____

IMPACTED NEIGHBOR:

Name _____ Signature _____ Date _____ Building # ____ Lot # ____

IMPACTED NEIGHBOR:

Name _____ Signature _____ Date _____ Building # ____ Lot # ____

IMPACTED NEIGHBOR:

Name _____ Signature _____ Date _____ Building # ____ Lot # ____

SUBMITTED BY:

Name: _____ Home Phone: _____

Address: _____ Work Phone: _____

Building # ____ Lot # ____

The attached plans were made available to the above neighbors for review. They have been notified that I am submitting these plans for Architectural Review Committee approval.

Signature of Homeowner(s): _____

Date: _____

VOLARE NOTICE OF COMPLETION OF MODIFICATION

Name: _____ Home Phone: _____

Address: _____ Work Phone: _____

Building # _____ Lot # _____

On the _____ day of _____, 20____, the modification(s) on the described property was (were) COMPLETED in accordance with the plans and submittal package which was approved by the Architectural Review Committee.

The completed modification(s) is (are): _____

Signature of Homeowner: _____ Date: _____

Mailing Address: _____

STAPLE PHOTOS OF MODIFICATION(S) HERE:

VOLARE FLOOR MODIFICATION ACOUSTICAL REQUIREMENTS

The following contractor must submit proof (laboratory test data obtained through the manufacturer or independent laboratory.) that the material selected (wood, tile, marble, etc.), in combination with the underlayment chosen and the remodeling activity has a Sound Transmission Class (STC) rating of Sixty (60). The STC is a measure of the level of airborne sound isolation provided by a wall construction or a floor/ceiling construction.

Any work performed on or that may affect the party wall will require testing by an acoustical engineer, once work has been completed, to confirm that the acoustical integrity of the structure has not been compromised by the work performed.

The party wall as constructed was designed to meet or exceed a STC rating of 60 or greater. Field testing results have shown it has met a Field Sound Transmission Class (FSTC) rating of 62. Any work on the party wall must not cause it to have a rating of anything less than a FSTC rating of 62.

All work must comply with applicable codes and regulations

I have read and understand this specification and agree to adhere to its requirements.

Homeowner: _____ Home Phone: _____

Address: _____ Work Phone: _____

Building # _____ Lot # _____

Installer: _____ Date: _____

Important Information About Your Townhome

We are interested in providing complete, accurate information on your new Townhome. The following pages have important facts about your new Townhome, the materials that were used in construction and other details that will complete your knowledge of the Townhome. Please review this section carefully.

In addition to the following information, it is possible that there are specific items that pertain only to your Townhome. Your Sales Representative and the Warranty Department are your best sources of additional information about your new Townhome.

After you occupy your new Townhome, please direct all Customer Service questions to the Warranty Department. You will find the contact numbers for Customer Service in the section, Warranty Department.

Color Variance

Variations in color occur in all manufactured products. Manufacturers may discontinue certain colors and products. Although every effort is made to provide consistent color, variances may also be noticeable in paint, masonry, stucco, tile, carpet, cultured marble surfaces and other colored surfaces. Exposure to the sun and water will alter the color more rapidly. **These variances may be especially noticeable where a repair has been made. An exact color match of materials during the initial construction of your Townhome or during subsequent repairs is not something that is covered by your Limited Warranty.**

Concrete, Masonry

Due to the extreme weather and temperature in this area and to the nature of concrete, and masonry, it is normal for concrete to shrink and expand. This can result in normal, hairline cracks on the surface which do not affect the strength, performance or purpose of the concrete, masonry or stucco.

Your Limited Warranty does not cover such normal shrinkage or surface cracking of the building slab or adjacent concrete or masonry. Please see the section in this manual on Construction Standards for information on this subject.

Construction Methods

Monza Homes LLC builds Townhomes that meet or exceed local building codes. Construction methods can vary from Townhome to Townhome due to variations in plans, elevations and the requirements of building codes.

Design

Townhomes can have design features that differ from those in the illustrations and printed plans. The differences could be in materials, interior and exterior colors, surface coverings, doors, windows, garage doors and other features. Seller reserves the right to change design without obligation or notice. If a modification is made, the materials will be of equal or superior quality.

Dimensions

Townhomes can have different interior and exterior dimensions than those of the printed plans. The differences can result from variations and other factors. The differences can be seen in ceilings, windows, room size, cabinets and in other areas. Do not use the "Model" as a measuring guide for decorator items, wallpaper, floor coverings or other items.

Fire Suppression Features

Your Townhome is equipped with a fire suppression system that features sprinkler heads in key areas of your Townhome. The sprinkler heads detect the heat from a fire and deliver water to extinguish the fire.

DO NOT TOUCH THE SPRINKLER HEADS, DO NOT PERMIT TOYS OR OTHER OBJECTS TO STRIKE

THE SPRINKLER HEADS AND DO NOT HANG DECORATION OR OTHER ITEMS FROM THE SPRINKLER HEADS.

If the sprinkler heads are activated accidentally, the spray of water can damage flooring, furniture and other objects. Report malfunctioning or dripping sprinkler heads or any accumulation of water around or on surfaces below the sprinkler heads to Customer Service immediately as an emergency item. Take immediate steps to prevent water damage to your property.

IN THE EVENT OF AN ACTUAL FIRE, CALL 911 AND REPORT THE FIRE AT ONCE. TAKE YOUR FAMILY TO SAFETY WITHOUT DELAY.

Future Development

Because Seller has neither control nor influence over future development on nearby or adjacent properties no warranty guarantee is made for future development.

Heating

The temperature in your new Townhome may vary from room to room. This variation is normal. Monza Homes LLC will make every effort during the Limited Warranty period to balance your system to achieve overall efficiency and comfort, however, ideal balance is not always possible.

Important Facts You Should Know About Your Heating System:

An efficient system has been installed. This allows you to "set back" your thermostats to raise and the temperature level to your comfort and in the rooms you select to your comfort level.

Please see the manufacturer's brochure for information on possible solutions to problems with your heating system.

Avoid excessive adjustments of your thermostat(s). When you have found a temperature that you prefer, it is best to leave the thermostat at that setting.

Shades, drapes, shutters or screens should be installed on windows exposed to direct sun light. Sun screens, shades, drapes, shutters and blinds are subject to approval by the Association or must conform with your Declaration.

Homeowners Association

The Homeowners Association, where applicable, is responsible for certain Common Area and commonly maintained property and budgets for such maintenance. Monthly dues are required.

Homeowner Maintenance Responsibility

The features and systems in your new Townhome require routine maintenance. Refer to the Maintenance section in this manual and in the manuals of your appliances and, if necessary, please consult a professional for advice on your maintenance requirements. Damage, deterioration and destruction of items due to improper or inadequate maintenance by the Homeowner are not covered by your Limited Warranty.

Homeowner Orientation Items

Items for repair or replacement noticed during the Homeowner Orientation must be noted in writing on the approved Orientation form. These items will be completed as soon as possible. It is possible that some items may be completed after the close of escrow. Due to availability of repair/replacement materials or subcontractor availability. Any item that Monza Homes LLC will not correct will be addressed in writing and the specific reason will be given. Monza Homes LLC will make every effort to complete any warranty items prior to the close of escrow, however, all items will be completed within 30 days from the close of escrow.

Marketing

The representations of features, settings, finishes and other items that are used in advertising and sales materials may differ from those in actual Townhomes.

Mildew

Mildew results when moisture accumulates in a confined area. Windows should be opened as often as possible to allow the interior of your Townhome to air and dry out.

Plumbing Fixtures

Plumbing fixtures are susceptible to damage and staining if water is permitted to stand on the surfaces or if an abrasive cleansing product is used.

Substitution

Substitute materials that may differ from those in the Model may have been used in the construction of your Townhome due to situations beyond the control of Monza Homes LLC. Substituted materials will be of equal or superior quality.

Tiles

The color of manufactured tiles can vary from tile to tile. The consistency of tile color is not warranted. Further, no representation or warranty is made that the tile colors and finishes in your new Townhome will be available in the future.

Unauthorized Options

Monza Homes LLC, and Seller does not permit the installation of options by anyone other than Monza Homes LLC's subcontractors prior to the close of escrow. Additionally, all options must be submitted in writing on provided forms then accepted and signed by an officer of Monza Homes LLC prior to installation.

Upgrades by Buyers

The use of independent subcontractors, other than those who are under contract with Monza Homes LLC and contracted by Seller, will void any warranty, implied or written, with respect to any and all damage caused, directly or indirectly, as a result of the work. All systems, features and structures of the Townhome are included.

Views

No representation or warranty is made with respect to the presence or absence of views or scenes that are visible from your new Townhome. Such views and scenes can be blocked or changed by future development, the growth of plants and other activities.

Water Pressure

Your Limited Warranty does not include any representation or warranty that the current water pressure level will prevail in the future.

A Word About Mold and Indoor Air Quality

MOLD AND MILDEW

What is Mold?

Mold is a type of fungus which occurs naturally in the environment and is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind, and is found everywhere life can be supported. Townhome construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your Townhome. Most Homeowners are familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile.

In order to grow, mold requires a food source. This might be supplied by items found in the Townhome, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40°F and 100°F. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a Townhome setting. By minimizing moisture, a Developer can reduce or eliminate mold growth.

Moisture in the Townhome can have many causes. Spills, leaks, overflows, condensation or high humidity are common sources of Townhome moisture. Good housekeeping and Townhome maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.

Should I be concerned about mold in my Townhome?

All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold.

What Homeowners can do:

Homeowners can take positive steps to reduce or eliminate the occurrence of mold growth in the Townhome, and thereby minimize any possible adverse effects that may be caused by mold. The steps include the following:

Before bringing items into the Townhome, check the items for signs of mold on the items. For example, potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain mold growth.

Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth if used in accordance with the manufacturer's recommendations.

Keep the humidity in the Townhome low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening the windows and by using exhaust fans to facilitate evaporation of water from wet surfaces.

Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your Townhome. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.

Inspect for leaks on a regular basis. Look for discolorations or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors, and any visible signs of mold.

Should mold develop, thoroughly clean the affected area by first testing to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery or carpet should be discarded. Should the mold growth be allowed to become severe; call on the services of a qualified professional cleaner immediately.

There may also be other sources of information on mold.

Whether or not you as a Homeowner experience mold growth depend largely on how you manage and maintain your Townhome. Each Homeowner will need to take actions to prevent the conditions which cause the mold or mildew to grow. It is the responsibility of each Homeowner to take the necessary precautions to prevent mold from becoming a problem in such Homeowner's Townhome. This is part of the responsibility of Townhome ownership. Each Homeowner agrees to assume responsibility for following the recommendations set forth above and in the Mold Information Sheet. Monza Homes LLC further acknowledges that if there is any water damage or water intrusion to the Homeowner's Townhome, Monza Homes LLC will take immediate action to prevent conditions which cause mold or mildew to develop.

Maintenance of Your Townhome

Maintenance by the Homeowner is limited to the interior of your Townhome as defined in your purchase agreement documents. The maintenance of the Common Areas and commonly maintained property is the responsibility of the property Management Company as directed by the Association.

Your new Townhome has been built with quality materials and by licensed subcontractors. It was designed with the needs of your family in mind. It will require your completion of regular preventive maintenance by you to preserve its beauty and value. An understanding of how to care for each feature in your new Townhome will prevent costly repairs and replacements later.

READ THE FOLLOWING SECTION OF THIS MANUAL TO BECOME FAMILIAR WITH THE PROCEDURES FOR MAINTENANCE.

This area experiences a wide range of temperatures each day. These temperature variations affect our building practices and your Townhome. Building materials such as wood and concrete are subjected to constant expansion and contraction from day to day. This can result in minor warping of wood materials and hairline cracking of drywall, concrete and mortar. These effects are particularly obvious in the first year after a new Townhome has been built.

You can minimize these effects by maintaining a constant temperature in your Townhome. This allows the wood to dry at an even rate and may eliminate larger settlement cracks. Minor cracks and displacement of wood are a normal part of your Townhomes aging process and do not affect its structural integrity.

We have provided an overview of the features and materials in your new Townhome. Please study each section carefully so that you become familiar with the routine maintenance your Townhome requires.

Prior to conducting a maintenance or architectural modification such as repainting, please consult your Homeowners Association. This will make sure that the work you do meets the regulations and guidelines established for the Volare Townhomes. Be especially careful when you plan to change a paint color or when you install window coverings that are visible from outside the Townhome.

Alarm System

If your Townhome selections included pre-wire for an alarm system, you will arrange for the final connection after your move-in. The alarm company will demonstrate the system and instruct you in its use. We recommend that you test the system each month.

Appliances

Read and follow all manufacturers' recommendations for the use and maintenance of each appliance in your Townhome. Keep these recommendations available for reference.

Manufacturer's Service

If a problem arises with an appliance, call the Customer Service number listed in the manufacturer's warranty. When reporting warranty items to the appliance manufacturer, be prepared to supply the following details:

- Date of Purchase (your closing date)
- Serial and model numbers
- Description of the problem

Registration

Mail warranty registration cards directly to the manufacturer. See your manufacturer literature for a description of coverage.

Your Clothes Dryer

It is very important to remove lint from the lint trap before drying each load of clothes. If lint is allowed to accumulate, the lint will bypass the lint trap and accumulate in the dryer vent. This can cause, over time, the potential

for fire. This will also cause the dryer to work harder than is necessary; clothes will take longer to dry and limit the life of the dryer.

Attic Access

The attic space is neither designed nor intended for storage. We provided access to this area for maintenance only when you perform needed tasks in the attic, use caution and avoid stepping off wood members onto the drywall. This can result in personal injury or damage to the ceiling below.

Cabinets

Your cabinet fronts are made of laminates and wood. With proper care, the beauty and utility of your cabinets will last for many years. **Remove any splashes and splatters promptly to avoid permanent stains.**

The wood in your cabinets is a natural product and is subject to drying and warping. This could cause drawers to stick and prevent doors from closing properly. If you notice such issues during the Limited Warranty period, please notify the Warranty Department in writing. After that, maintenance of cabinet drawers and doors is the responsibility of the Homeowner.

Minor scratches can be covered with a putty stick that matches the finish of your cabinets. Putty sticks can be purchased at paint or hardware stores. This maintenance is the responsibility of the Homeowner.

If your cabinets are painted, **please know that exact color matches for repairs or replacements are not possible.** This is because several factors, including light, cooking odors and gases and general use will cause painted surfaces to change color over time. Keep the painted surfaces clean and dry. Smudges should be wiped with a soft damp cloth and the surface dried promptly.

“Under Counter” appliances that generate heat or steam, including coffee makers and some radios, can damage the wood and the surface paint of cabinets. If the Homeowner installs these appliances, any damages are the responsibility of the Homeowner.

The hinges on your cabinet doors can be lubricated, if necessary, with oil based lubricant. Apply a very small drop of oil to the top of the hinge and work the door back and forth several times so the oil will penetrate into the hinge. Wipe the excess oil with a dry paper towel immediately.

IT SHOULD BE NOTED THAT IT IS NOT UNUSUAL FOR THE COLOR OF THE INSTALLED CABINETS TO BE DIFFERENT FROM SAMPLES SHOWN AT THE TIME OF SELECTION. COLOR CAN DIFFER WITH WOOD GRAIN VARIATIONS AND STAIN USED. SOME COLOR VARIATION ON STAINED AREAS IS TO BE EXPECTED.

Carpet

Cleaning

You can add years to the life of your carpet with regular care. Carpet wears out because of foot traffic and dirt particles that get trampled deep into the pile beyond the suction of the vacuum. The dirt particles wear down the fibers like sand paper and dull the carpet. The most important thing you can do to protect your carpet is to vacuum frequently.

Vacuum twice each week lightly and once each week thoroughly. Heavy traffic areas may require more frequent cleaning. A vacuum cleaner with a beater bar agitates the pile and is more effective in bringing dirt to the surface for easy removal.

Vacuuming high-traffic areas daily helps keep them clean and maintains the upright position of the nap. Wipe spills and clean stains immediately. For best results, blot or dab any spill or stain; avoid rubbing. Test stain removers on an out-of-the-way area of the carpet, such as in a closet, to check for any undesirable effects. Have your carpet professionally cleaned on a regular basis, usually once a year.

Some problem conditions that may occur with your new carpet and our suggested remedies are presented below.

Burns

Take care of any kind of burn immediately. First snip off the darkened fibers, then use a soap-free cleaner and sponge with water to clean the affected carpet. If the burn is extensive, talk with a professional about replacing the damaged area.

Crushing

Furniture and traffic may crush a carpet's pile fibers. Frequent vacuuming in high-traffic areas and placing glides or cups under heavy pieces of furniture can help prevent this. Rotating your furniture to change the traffic pattern in a room promotes more even wear. Some carpets resist matting and crushing because of their level of fiber, but this does not imply or guarantee that matting or crushing will not occur. Heavy traffic areas such as halls and stairways are more susceptible to wear and crushing. This is considered normal wear and tear.

Fading

Science has yet to develop a color that will not fade with time. All carpets will slowly lose some color due to normal and artificial forces in the environment. You can delay this process by frequently removing soil with vacuuming, regularly changing air filters in heating and air conditioning systems, keeping humidity and room temperature from getting too high, and reducing sunlight exposure with window coverings.

Filtration

If interior doors are kept closed while the air conditioner or furnace is operating, all of the air coming through the vent is forced to flow out from the closed room through the small space at the bottom of the door. This forces the air over the carpet fibers, which in turn, acts as a filter, catching particulate pollution. Over time, a noticeable stain develops at the threshold. If possible, leave doors slightly ajar.

Seams

Carpet usually comes in 12-foot widths, making seams necessary in most rooms. Visible seams are not a defect unless they have been improperly made or unless the material has a defect, making the seam appear more pronounced than normal. The more dense and uniform the carpet texture is, the more visible the seam will be. Carpet styles with low, tight naps result in the most visible seams. Seams are never more visible than when the carpet is first installed. Usually with time, use, and vacuuming, the seams become less visible.

Shading

Shading is an inherent quality of fine-cut pile carpets. Household traffic causes pile fibers to assume different angles. As a result, the carpet appears darker and lighter in such areas. A good vacuuming, which makes the pile all go in the same direction, provides a temporary remedy.

Shedding

New carpeting, especially pile, will shed bits of fiber for an initial period of time. Eventually, these loose fibers are removed by vacuuming. Shedding usually occurs more with wool carpeting than with nylon or other synthetics.

Snags

Sharp-edged objects can grab or snag the carpet fiber. When this occurs, cut off the snag. If the snag is especially large, call a professional.

Stains

No carpet is stain-proof. Although your carpet manufacturer designates your carpet as stain-resistant, some substances may still cause permanent staining. Examples include: hair dyes, shoe polish, paints, and ink. Some substances destroy or change the color of carpets, including bleaches, acne medications, drain cleaners, plant food, insecticides, and food or beverages with strongly colored natural dyes as found in some brands of mustard and herbal tea.

Refer to your care and maintenance brochures for recommended cleaning procedures for your particular fiber. Pretest any spot-removal solution in an inconspicuous area before using it in a large area.

Static

Cooler temperatures outside often contribute to static electricity inside.

Caulking

Time and weather will shrink and dry caulking so that it no longer provides a good seal. As part of your routine maintenance, check the caulking and make needed repairs AT LEAST ONCE PER YEAR. Caulking compounds and dispenser guns are available at hardware stores. Read the manufacturer's literature carefully to be certain that you select an appropriate caulk for the intended purpose.

Colored Caulk

Colored caulking is available where larger selections are provided. As with any colored material, dye lots can vary.

Latex Caulk

Latex caulking is appropriate for an area that requires painting, such as baseboard and door casing.

Silicone Caulk

Caulking that contains silicone will not accept paint. It works best where water is present, for example, where tub meets tile or a sink meets a countertop.

Ceilings & Walls

The ceilings and walls in your Townhome are easy to maintain. They do not require special attention other than an occasional cleaning and periodic painting.

Remove dust or cobwebs as part of your routine cleaning. When needed and as a part of your regular maintenance, you may want to repaint. Before you use any cleaner, test it on a section of paint that is out of normal view.

If your ceiling features luminous light fixtures, you should follow these tips. **Do not use cleaning solvents or other strong chemicals on the plastic panels.** We recommend that you wash the panels in a mild solution of dish washing liquid and water to wipe the grids with a soft cloth. Towel dry the panels and grids to remove any soap residue and water spotting.

Concrete

By maintaining good drainage, you protect your Townhomes foundation and the concrete flatwork in your porch, patio, driveway, garage floor, and sidewalks.

Repeated cleaning of the garage floor by hosing with water can increase soil movement by allowing water to penetrate any existing cracks. We recommend sweeping to clean the garage floor.

Cracks

A concrete slab 10 feet across shrinks approximately 5/8 inch as it cures. Some of this shrinkage will show up as cracks. Cracking of concrete flatwork also results from temperature changes that cause expansion and contraction.

During the summer, moisture finds its way under the concrete along the edges or through cracks in the surface. In winter, this moisture forms frost that can lift the concrete, increasing the cracking. Maintaining drainage away from all concrete slabs will minimize cracking from this cause. As cracks occur, seal them with a waterproof concrete caulk (available at hardware or home improvement stores) to prevent moisture from penetrating to the soil beneath.

Expansion Joints

We install expansion joints to help control expansion. However, as the concrete shrinks during the curing process, moisture can penetrate under the concrete and lift the expansion joint. When this occurs, fill the resulting gap with a gray silicone sealant, which you can purchase at most hardware stores.

Chemicals

Protect concrete from abuse by chemical agents such as fertilizers, pet urine, radiator overflow, oil, and salt or rock salt. All of these items can cause spalling (chipping of the surface) of concrete.

Sealer

A concrete sealer, available at paint and home improvement stores, will help you keep an unpainted concrete floor clean. Do not use soap on unpainted concrete. Instead, use plain water and washing soda, or if necessary, a scouring powder.

Condensation

Condensation on the interior surfaces of the windows and frames comes from high humidity within the Townhome, combined with low outside temperatures and inadequate ventilation. Family lifestyle significantly influences these conditions.

Counter Tops

The counter tops in your Townhome may be constructed of granite, laminates or ceramic tile. They are designed to provide years of use. **Any flaws or damage to your counter tops must be noted during your Homeowner orientation so as to be covered by the Limited Warranty. After you have moved in, the care of your counter tops is your responsibility.**

We offer these instructions to assure that your counter tops remain beautiful and functional:

Always use a cutting board to protect your counter tops when you prepare food. While minor scratches that can result from cutting food may not be noticeable at first, in time they will dull and mar the luster of the finish. This can happen to even the hardest ceramic tile.

Wipe up spills immediately. Some liquids, particularly hot ones, can cause almost imperceptible stains on ceramic tile grout and plastic laminate. In time, the stains can accumulate and become unsightly.

Be careful to avoid dropping pots and pans and other kitchen items on your counter tops. This can break or chip the counter's surface.

Counter tops can be damaged by sitting on them. Excessive weight can cause warping, drawer malfunction or may cause the top to pull away from the wall.

Granite and Marble

Care for granite and marble as you would any fine finish such as furniture. Wipe off granite and marble countertops promptly when there is a spill or other moisture. This is especially important when the spills are fruit juices or other acidic liquids. Natural stones are alkaline and are subject to disfiguring by acidic liquids.

Sealers that are formulated for granite and marble should be used. These products permit the stone to breathe but protect these surfaces from damage. Consult a professional stone cleaning service for more information.

Follow these tips for the care of your granite and stone countertops:

Avoid cleansers that are abrasive because of their tendency to scratch the stone.

Avoid highly alkaline cleaners such as lye. Tars and oils can carry stains into the stone when they are combined with highly alkaline cleaners.

Routine cleaning with “soapless” cleaners and clean water rinsing is recommended. Thorough rinsing is very important because residual soap or the crystals from cleaners can cause permanent damage.

Be careful to avoid dropping pots and pans and other kitchen items on your counter tops. This can break or chip the counter's surface.

Counter tops can be damaged by sitting on them. Excessive weight can cause warping, drawer malfunction or may cause the top to pull away from the wall.

Thoroughly dry the surfaces before any sealers or “top dressings” are applied. A chamois skin is ideal for drying natural stone.

Avoid cleaning products, including dishwashing products that are colored or tinted. These products can impart color to the stone. Do not use colored waxes or polishes on natural stone.

Doors

To prevent damage to your doors, please avoid slamming the doors.

Interior Doors

Interior doors are made of painted hardboard. Because of expansion and contraction with changes in heat and humidity minor warping and sticking of doors can occur. This is normal and may correct itself as conditions change. You should allow your Townhome to go through at least one dry and one damp season before you make any permanent changes.

The hinges and locks on your doors may require lubrication from time to time for proper maintenance and to prevent squeaks. Remove the hinge pin and rub it with a graphite tube or lead pencil and then insert the pin. We do not recommend using oil because it accumulates dust.

Remove finger smudges from painted or varnished interior doors by washing with warm only water and a soft cloth or sponge. Dry the surface immediately and thoroughly with a soft cloth or towel. Check your interior doors frequently and use touchup paint or varnish when necessary.

If your closets feature sliding doors, keep clothes and other items away from the doors so they do not obstruct its proper operation. The roller and tracks should be lubricated with a silicone lubricant.

Failure to Latch

If a door will not latch because of minor settling, you can correct this by making minor adjustments to the latch plate and/or its placement.

Keys

Keep a duplicate privacy lock key where children cannot reach it in case a door becomes locked accidentally. The top edge of the door casing is often used as a place to keep an extra key. A small screwdriver or similar device can open some types of privacy locks.

Drywall

Slight cracking, nail pops, or seams may become visible in walls and ceilings. These are caused by the shrinkage of the wood and normal deflection of rafters to which the drywall is attached. These will be covered during your 1-year Warranty.

Repairs

With the exception of the repairs noted in your Homeowner Orientation, care of drywall is your maintenance responsibility. Most drywall repairs can be easily made.

Repair hairline cracks with a coat of paint. You can repair slightly larger cracks with spackle or caulk. To correct a nail pop, reset the nail with a hammer and a punch. Cover it with spackle, which is available at paint and hardware stores. Apply two or three thin coats. You can fill minor indentations caused by sharp objects in the same manner.

Wall corners are covered with corner beads. Occasionally, these corner beads will pull away from the wall, leaving a vertical crack running parallel with the wall corner. To correct this situation, install a drywall screw between the crack and the corner of the wall, spackle, and paint.

Electrical System

The electrical system in your new Townhome was designed by professionals to comply with stringent local, state and national building codes. It is created from Underwriters Laboratory Approved components and installed to rigid specifications. The location of the circuit breaker box was shown to you during your Homeowner Orientation. This is the primary protective device for your electrical system. Identify and note the function of each breaker soon after you move in. It is intended for normal Townhome use. Any changes or additions to your electrical system may void your Limited Warranty and can result in damage to your Townhome.

WE STRONGLY RECOMMEND THAT YOU CONSULT A LICENSED ELECTRICIAN TO MAKE SUCH CHANGES AND ADDITIONS TO YOUR ELECTRICAL SYSTEM. PLEASE NOTE THAT A PERMIT MAY BE REQUIRED.

Circuit Breaker

During the Homeowner Orientation, our representative will point out the location of the breaker box. There will be one master circuit breaker and several individual circuit breakers. Circuit breakers trip under excessive electrical load. Reset tripped circuit breakers by moving them to the OFF position and then to the ON position. In the event of a loss of electrical power in your Townhome, follow these steps:

If the power loss is in one of the elements of your Townhome and power is available in other areas of your Townhome, it is likely that an individual circuit breaker has tripped. Unplug any appliances in the elements that are without power and turn other appliances off. Check the circuit breaker and, if necessary, reset it. Plug your appliances back in. If the circuit breaker fails repeatedly, you have either a short circuit in one of your appliances or a short circuit in the electrical system in your Townhome. **Do not attempt further repair.** Contact a state licensed electrician or the Warranty Department if your Townhome is still covered under the Limited Warranty.

If electrical power is lost throughout your Townhome, check the master circuit breaker. If the master circuit breaker has tripped, reset it. If the master circuit breaker trips repeatedly, refer the problem to a state licensed electrician or contact the Warranty Department if your Townhome is within the period of the Limited Warranty. If the master circuit breaker has not tripped, take a look around your neighborhood. If you notice a general electrical failure in your neighborhood, call your electric company to report the problem.

If you experience a total failure of electrical power to your Townhome and the above steps are not successful, contact the Warranty Department Representative for assistance.

Ground Fault Interrupt Devices (GFCI)

During your Homeowner Orientation, our representative may point out the location of the ground fault interrupt devices (GFCI outlets). Usually, GFCI outlets are located near tubs and bathroom sinks and in the kitchen, garage and exterior locations. These are special circuit breakers that are designed to break the flow of electricity in the event of a short circuit. This will prevent dangerous electrical shock. When this occurs, the GFCI outlets must be reset according to the manufacturer's instructions. Do not plug appliances such as power tools, air conditioners, freezers or refrigerators into GFCI outlets. The electrical surge that occurs when these appliances cycle will trip the GFCI outlets and break the circuit.

Arc Prevention Breakers

Your Townhome may have arc prevention breakers. These devices are designed to close the electrical circuits immediately in the event of arcing. This is a very important fire prevention measure. If your arc prevention breakers turn the power off, reset them. If they continue to trip, leave the breakers in the OFF position and contact a state licensed electrician or the Warranty Department if your Townhome is within the warranty period.

Auxiliary Circuits

The electrical circuits in your Townhome are designed to handle today's heavier demands. However, some major appliances and tools will perform better if they have dedicated circuits. If you are considering the purchase of these items please consult a professional electrical contractor to discuss your capacity and the possible addition of dedicated circuits.

Lighting

The lighting fixtures in your new Townhome are designed for standard wattage bulbs. To avoid excessive heat, you should follow the manufacturer's recommendations attached to the fixture.

Outlets and Switches

Convenient electrical outlets can be found in every room in your new Townhome. Do not exceed the capacity for which the outlets were designed. Devices which increase the capacity of electrical outlets and multiple extension cords can cause a fire. If an electrical outlet does not have power, there are two possible explanations:

Some outlets are controlled by a wall switch – usually the upper plug on a two plug outlet. Plug an appliance into the outlet and turn on nearby wall switches to see if the problem is corrected. If you find that an outlet is controlled by a wall switch, you might point this out to others who live in your Townhome.

Check the circuit breaker. If the circuit breaker has been tripped, reset it and try the outlet again. If the circuit breaker trips repeatedly, contact a state licensed electrician or the Warranty Department if your Townhome is in the warranty period..

CAUTION: SMALL CHILDREN CAN BE INJURED BY POKING SMALL METAL OBJECTS INTO WALL OUTLETS. YOU CAN PREVENT THIS BY INSTALLING CHILD PROOF DEVICES ON ALL FLOOR LEVEL ELECTRICAL OUTLETS. THESE DEVICES ARE AVAILABLE IN GROCERY STORES AND DRUG STORES AS WELL CENTERS AND HARDWARE STORES.

Expansion and Contraction

Changes in temperature and humidity cause all building materials to expand and contract. This movement results in separation between materials, particularly dissimilar ones, because of their often different rates of expansion and contraction. You will see the effects in small cracks in drywall and paint; especially where moldings meet drywall, at mitered corners, and where tile grout meets the tub or the sink. While this can alarm an uninitiated homeowner, it is normal.

Shrinkage of the wood members of your Townhome 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 when properly installed, caulking shrinks and cracks.

Maintenance of caulking is your responsibility.

Floors

Please inspect your flooring carefully during your Homeowner Orientation. **Any damages or defects in your flooring must be noted at the time of the Homeowner Orientation. Subsequent damages, including broken tiles, scratched wood flooring, torn or stained carpeting and scuffed vinyl are your responsibility.**

Ceramic Tiles

Ceramic tiles are available in a wide variety of colors and sizes. Glazed ceramic tile is recognized by its shiny, smooth finish.

Glazed ceramic floor tile should be swept or vacuumed on a regular basis to eliminate grit and fine dirt particles which can scratch or dull its finish. Floor tile can be damp mopped with clear water to pick up dust and for general cleaning. When damp mopping, be sure to wring out the mop head thoroughly to prevent leaving droplets of water on the floor which will later become visible water spots. Mild nonabrasive detergents can be used where required by spills but will need rinsing to avoid leaving a dull film upon drying.

Grout can separate from between the tiles and the baseboard. If you notice that this has happened, re-grout promptly to prevent the entry of water.

Other points to remember:

Light colored grouts will show dirt faster than mid tone colors. Select a grout color which will accommodate your Townhome floor maintenance routine.

Use door mats at exterior entrances to help intercept dirt and grit.

Furniture with metal casters or metal feet should not be used on the ceramic floor tile. Metal will quickly scratch and chip even the hardest of floor tile

A mixture of vinegar and water is not recommended as a cleaning solution for ceramic tile. Even a weak acidic solution such as this will attack grout over a period of time.

Cracked or chipped tiles must be noted on the Homeowner Orientation. The Warranty Department is not responsible for discontinued patterns or grout color variations. Cracks that occur in the grout between tiles are normal and are the responsibility of the Homeowner to maintain after limited warranty period expires.

Cleaning

Ceramic tile is one of the easiest floor coverings or counter materials to maintain. The ceramic tile installed on walls or countertops in your Townhome may be washed with any nonabrasive soap, detergent or tile cleaner. Abrasive cleansers will dull the finish of the tile.

Grout Discoloration

Clean grout that becomes yellowed or stained with a fiber brush, cleanser and water. Grout cleansers and whiteners are available at most hardware stores.

Sealing Grout

Sealing grout is your decision and responsibility. Once grout has been sealed, ongoing maintenance of the seal is necessary.

Separations

Expect slight separations to occur in the grout between tiles. This grout is for decorative purposes only. It does not hold the tile in place. Cracks in the grout can be filled using premixed grout which can be purchased from flooring or hardware stores. Follow the package directions.

From time to time, tile around bathtubs or countertops may appear to be pulling up. This is caused by normal shrinkage of grout or caulk and shrinkage of wood members as they dry out. If this occurs, the best remedy is to purchase tub caulk or premixed grout from a hardware store. Follow the directions on the container. This maintenance is important to protect the underlying surface from water damage.

Hardwood and Laminates

After initial installation: Superfloors and Monza Homes LLC have installed corrugated cardboard over your hardwood. This is done to help protect the surface from possible damage while other subcontractors complete the home. Unfortunately, it will NOT always eliminate minor scratches or blemishes from the use of tools or equipment. Every effort will be made to correct the minor blemishes or damages without the physical removal of any boards due to the fact that more often a board replacement is not as satisfactory as the original install. Monza Homes LLC will determine whether removal of any boards is necessary and will inform Superfloors which boards are included. At that point, Superfloors will perform the repair.

Hardwood floors will dent: The term “hardwood” is relative to “softwood” as far as a comparison in terms of hardness. Hardwood floors will dent on impact from ‘high-heel’ shoes, furniture sliding across the floor and even your pet’s nails. No finish that is applied to the hardwood will prevent denting but it is important that the finish contours to the dent to protect the hardwood from moisture and household use.

Hardwood is not a monochromatic product: Since it is a natural product, hardwood will vary in appearance from one board to the next. It is not a manufactured product but is milled from kiln-dried wood from a tree. It will have grain and color variations consistent with the grade and species of the selected hardwood flooring. It is important to note that your floor will be a reflection of the sample you chose from, but will not be an exact match.

Hardwood floors may ‘gap’: Although the hardwood floor may start tight together, as a natural product, it will continue to absorb and release moisture. This ‘hygroscopic’ process causes the hardwood to expand and contract from season to season with the changes of the humidity in the environment. As a result, some gaps may appear between some of the floor expands and contracts during these seasonal changes.

Species characteristics: Each species of hardwood reacts differently to temperature, humidity, and sunlight and will continue to expand and contract at different rates as well as darken or lighten as the UV rays from the sun react with the wood. Each species has a different degree of hardness. (Consult your sales representative for additional information.)

Maintenance of your floor: Each hardwood floor needs to be maintained on a regular basis to avoid excessive deterioration and damage to the finishes and the hardwood itself. Regular sweeping, debris do not damage the surface of the flooring. Damp mopping with a manufacturer approved cleaner is recommended to maintain the hardwood floor’s original appearance and luster. A popular cleaning tool such as the Swiffer Wet Jet mop can ruin a hardwood floor and cause the more commonly called “cupping”. Hardwood floors should only be cleaned with a damp cloth. If you can still ring liquid out of the damp cloth then it is too wet. Never use excessive water or vinegar on the hardwood. This is also true for laminate floors such as pergo. To further protect your floor, felt pads should be placed under all furniture. Hardwood floors add beauty and value to a home, but must be maintained properly to ensure the warranty and lasting beauty.

Natural Stone

Care for natural stone as you would any fine finish. Wipe off natural stone promptly when there is a spill or other moisture on the surface of the stone. This is especially important when the spills are fruit juices or other acidic liquids. Natural stones are alkaline and are subject to disfiguring by acidic liquids.

Sealers that are formulated for natural stone should be used. These products permit the stone to breathe but protect them from damage. Consult a professional stone cleaning service for more information.

Follow these tips for the care of your natural stone:

Avoid abrasive cleansers because of their tendency to scratch the stone.

Avoid highly alkaline cleaners such as lye. Tars and oils can carry stains into the stone when they are combined with highly alkaline cleaners.

Routine cleaning with “soapless” cleaners and clean water rinsing is recommended. Thorough rinsing is very important because residual soap or the crystals from cleaners can cause permanent damage.

Thoroughly dry the surfaces before any sealers or “top dressings” are applied. A chamois skin is ideal for drying natural stone.

Avoid cleaning products, including dishwashing products that are colored or tinted. These products can impart color to the stone. Do not use colored waxes or polishes on natural stone.

Resilient Flooring

Resilient floors are designed for minimal care but do require routine maintenance. Follow the manufacturer's recommendations for routine care and cleaning.

Do not use cleaners or solvents on resilient floors during the first month of occupancy.

Wipe up spills promptly. Do not let water stand on the flooring. Excessive water, even from mopping and cleaning, can penetrate seams and get under the edges of the flooring, causing the materials to lift and curl.

Dragging furniture or appliances across resilient flooring can tear and dent the flooring. Install coasters on furniture legs to prevent permanent damage and always use care when any heavy object is moved across resilient flooring.

Sharp shoe heels can dent resilient flooring.

If your resilient flooring becomes dented or torn, consult a professional flooring repair company. Many tears and dents can be repaired.

The resilient flooring in your Townhome does not require wax. The flooring is coated with a durable clear coating that eliminates the need for waxing. However, some resilient floors require regular applications of an appropriate floor finish. This ensures the maintenance of a high gloss finish and protects the flooring.

Seams in resilient flooring are normal, and to be expected. Do not let water penetrate the seams and get under the flooring.

Garage Door Opener

Since the garage door is a large, moving object, periodic maintenance is necessary.

Opener

To prevent damage to a garage door opener, be sure the door is completely unlocked before using the opener. If you have an opener installed after closing on your Townhome, the garage door is no longer covered under the Limited Warranty. Be familiar with the steps for manual operation of the door in the event of a power failure.

If we installed a door opener as one of your enhancements, during Homeowner Orientation, we will demonstrate the electric eye, which provides a safety stop in the event something crosses through the door opening while the overhead door is in motion. Use care not to place tools or other stored items where they interfere with the function of the electric eye.

Safety

Follow the manufacturer's recommendations for safe and reliable operation. Do not allow anyone except the operator near the door when it is in motion. Keep hands and fingers away from all parts of the door except the handle. Do not

allow children to play with or around the door.

For your safety, have any needed adjustments made by a qualified specialist. The door springs are under a considerable amount of tension and require special tools and knowledge for accurate and safe servicing. Have the door inspected by a professional garage door technician after any significant impact to the door.

Garbage Disposal

Do not load a disposer with food items before turning it on. Turn the cold water on and start the disposer. Drop food items slowly into it. When it runs clear, turn the disposer off and leave the water running for several seconds. This allows the waste to be carried away. If a jam happens or you experience other problems with your disposer, follow the corrective measures in the manufacturer's operating manual.

If an object lodges in the garbage disposer, the breaker located on the bottom of the disposer may need to be reset. Push the breaker button in to reset. To dislodge the object, it may be necessary to turn the disposer off at the wall switch and rotate the disposer blades. See the manufacturer's recommendation for more information.

Only foods that are non-fibrous and easily pulverized should be placed into the disposer. Examples of foods not to place in the disposer are **corn husks, celery, onion skins, rice, potato skins, olive pits, bones and solid or liquid grease**. These items may cause your garbage disposal unit in your home to overload or jam.

Gas Shutoff

The gas shutoffs are located near their connection to each item that operates on gas. In addition, there is a main shutoff at the gas meter. The location of the shutoffs will be identified during your Homeowner Orientation.

IF YOU SUSPECT A GAS LEAK, SHUT OFF THE GAS, OPEN WINDOWS AND CALL THE NW NATURAL GAS EMERGENCY LINE AT 800-882-3377 IMMEDIATELY.

Heating

Your new Townhome is equipped with a high quality heating system that complies with local and state energy codes. With proper care, the systems will provide enjoyable, dependable service. Please read the instructions and become familiar with the heating system before you use them. Good maintenance of the furnace can save energy dollars and prolong the life of the furnace. Read the manufacturer's recommendations on use and maintenance. The guidelines here include general information only.

The HVAC system module is relatively maintenance free but does require routine cleaning. Furnace filters should be replaced every three months and are not covered by our 1-year Warranty.

All questions and requests for warranty service on your heating system should be directed to the Warranty Department.

Your heating and air conditioning system can play an important role in the first year after you move in. By maintaining an even temperature, you can minimize the contraction and expansion of the materials in your Townhome.

If you experience heating problems, here are some helpful suggestions that you might consider before you call for service:

The thermostat should be set ABOVE room temperature.

The main electric switch should be ON.

Check to see that no circuit breakers are tripped to OFF.

Make sure the filters are fresh and not clogged.

Check to see that the ignition or pilot system is operating.

The following suggestions are intended to assist you in getting the maximum usage and enjoyment from your heating system:

Check the operation of your system well in advance of peak operating seasons. Check for problems before seasonal service demands are the greatest.

Keep all vents and registers clean and free of dust, cobwebs and debris.

Avoid overheating

Do not overheat your Townhome. Overheating can cause excessive shrinkage of framing lumber and may materially damage your Townhome. In the first year, use as little heat as possible then increase the heat gradually. This will enable the wood in your Townhome to dry properly.

Ductwork Noise

The ductwork in your Townhome will occasionally make popping and pinging sounds. This is normal and occurs in response to the heating and cooling of the metal ductwork.

Air Conditioning

Air conditioning can greatly enhance the comfort of your home, but if it is used improperly or inefficiently, wasted energy and frustration will result. These hints and suggestions are provided to help you maximize your air conditioning system.

Your air conditioning system is a whole-house system. The air conditioner unit is the mechanism that produces cooler air. The air conditioning system involves everything inside your home including, for example, drapes, blinds, and windows.

Your home air conditioning is a closed system, which means that the interior air is continually recycled and cooled until the desired air temperature is reached. Warm outside air disrupts the system and makes cooling more difficult. Therefore, you should keep all windows closed when temperatures are high. The heat from the sun shining through windows with open drapes is intense enough to overcome the cooling effect of the air conditioning unit. For best results, close the drapes on these windows.

Your air conditioning unit will only cool the interior 20 degrees below the exterior temperature.

Time is very important in your expectations of an air conditioning system. Unlike a light bulb, which reacts instantly when you turn on a switch, the air conditioning unit only begins a process when you set the thermostat.

For example, if you come home at 6:00p.m. when the temperature has reached 90 degrees F and you've set your thermostat to 75 degrees, the air conditioning unit will begin cooling, but will take much longer to reach the desired temperature. During the whole day, the sun has been heating not only air in the house, but the walls, the carpet and the furniture. At 6:00p.m. the air conditioning unit starts cooling the air, but the walls, carpet and furniture release heat and nullify this cooling. By the time the air conditioning unit has cooled the walls, carpet, and furniture, you may well have lost patience.

If evening cooling is your primary goal, set the thermostat at a moderate temperature in the morning while the house is cooler, allowing the system to maintain the cooler temperature. The temperature setting may then be lowered slightly when you arrive home, with better results. Once the system is operating, setting the thermostat at 60 degrees will ***not cool*** the home any faster and can result in the unit freezing up and not performing at all. Extended use under these conditions can damage the unit. ***Constant raising and lowering of the thermostat can have the same effect. The thermostat is essentially an "on-off" switch, if it is set at a temperature below the current room temperature it will turn the unit "on" until the desired temperature is reached. A lower setting will not make the unit more "on" it will simply stay on longer than you want and require you to raise the thermostat to turn it "off". This practice is not only inefficient and inconvenient, it can damage the unit.***

Interior Walls

The walls in your new Townhome are constructed of wood, metal and other materials which are subject to normal expansion and contraction. Molding and trim can shrink and warp in some cases. Routine maintenance on molding, trim and wall boards is minimal and is the responsibility of the Homeowner. Replace warped molding and trim. Reset nails that have popped out of position. Use touchup paint and, if necessary, the appropriate caulking material to complete the repairs.

Use care when you hang pictures and other decorative items. The wall board will be damaged if it is hit with a hammer. Costly repairs can be avoided by using picture hooks and other supplies from a hardware store. Always repair nail holes with a dab of spackle or putty.

Small finger smudges may be removed from walls with a solution of warm water and a mild soap. Wash gently with a soft damp sponge or cloth. Rinse and dry the excess water carefully. **Do not permit the wall board to become soaked with water.** Larger spots, not easily removed by cleaning, will require paint touch up.

Insulation

Blown insulation is not effective if it is uneven. If work is done in your attic; insist that the insulation be redistributed and, if necessary, additional insulation is added.

DO NOT STEP ON DRYWALL CEILINGS. THIS CAN RESULT IN SERIOUS INJURY AS WELL AS DAMAGE TO THE CEILINGS.

Light Bulbs/Lighting

You are responsible for replacing burned-out bulbs other than those noted during your Homeowner Orientation. Do not use bulbs with wattage higher than a fixture is rated for.

Mirrors

To clean your mirrors use any reliable liquid glass cleaner or polisher. Avoid acidic cleaners and splashing water under the mirror. When cleaning mirrors, do not permit the cleaners and water to flow around the edge of the mirror. This will result in damage to the silver coating on the back of the mirror. Do not use glass cleaners on plated plumbing fixtures, as some formulas can deteriorate the finish.

Painting

Exterior Painting

Homeowners may not paint, stain or otherwise alter the appearance, texture or color of the exterior surfaces of the building without prior approval from the Design Review Committee.

Interior Painting

The paints in your Townhome will retain their beauty longer if you follow a few recommendations offered by professional painters. One of the most important recommendations is to avoid washing newly painted surfaces for at least three months. This will permit the new paint to dry and 'set'. After this period, avoid the use of strong chemical cleaners and abrasive cleaners, either of which may cause permanent damage to the paint.

When paint touchup is required, do not forget that all paints change color as they age so a perfect color match is not possible. Regular repainting is a better option because this results in longer paint life and reduced maintenance costs. Please consider repainting your bathrooms and your kitchen more frequently. These areas get frequent exposure to steam and condensation and generally receive harder wear.

Touchup

When applying touch-up paint, use a small brush and apply the paint carefully and only to the damaged spot. Touchup paint may not match the original paint due to fading and other changes that are unavoidable and normal. Store your provided touch up paint with the lids tightly in place and in a location where they are not subject to extreme temperatures.

Wall Cracks

Slight cracking, nail pops and seams may become visible in walls and ceilings. These are caused by the shrinkage of the wood and normal deflection of the rafters to which the drywall is attached.

Repairs

With the exception of the one-time repair service we provide, care of drywall and paint is your responsibility:

Repair small cracks with a coat of paint. Slightly larger cracks can be repaired with spackle or caulking.

To correct a nail pop, reset the nail with a hammer and punch. Cover the hole with 2-3 thin coats of spackle. Cover with paint.

Small indentations can be filled in the same manner.

Wall corners are covered with corner beads. Occasionally these corner beads will pull away and leave a vertical crack running along the corner. To correct this install a drywall screw between the crack and the corner of the wall. Cover with spackle and paint.

We suggest that you wait until your one-year warranty request to repair drywall cracks or other separations that could be due to normal shrinkage.

Decks

Although cedar is a naturally durable wood ideal for decks, its performance is enhanced when protected by an appropriate finish. Decks have full exposure to sun and rain, which greatly accelerates the weathering process. In fact, so aggressive are the effects of weather extremes in some areas of the country that a deck may need cleaning, restoring and refinishing as frequently as every two to five years depending upon the finish used. The simplest, but most labor-intensive, finish to maintain on a cedar deck is a water-repellent preservative, which may have to be applied annually. The next easiest is a semi-transparent oil-based stain. Both types of finishes are extremely effective in stopping the absorption of water and are recommended. It is important to ensure that the product has been specifically formulated to withstand the abrasive effects of foot traffic.

Oil and latex solid-color stains, (also called heavy-bodied or opaque stains), paints, and other film-forming finishes are not recommended.

If there is uncertainty over whether to use a water-repellent preservative or a stain, first apply a water-repellent preservative. It is possible to switch to a semi-transparent stain when the deck needs to be refinished. Even if the deck has been maintained with a water-repellent preservative for many years, an oil-based semi-transparent stain will perform satisfactorily.

Phone Jacks

Setting up your account for telephone service, additions to services or lines, and moving telephone outlets for decoration purposes or convenience are your responsibility.

Before you call the telephone company for repairs, plug a phone into the outlet located outside the Townhome by the telephone box. If you hear a dial tone, the problem is inside the Townhome. If no dial tone is heard, the problem mostly likely is between your phone box and the street.

If you add additional phone lines, the installer must run the lines inside the walls of your Townhome. **Running lines on the exterior of the building or puncturing the siding will void the Limited Warranty and is a violation of the Rules & Regulations of the Homeowners Association.**

Plumbing System

Your plumbing system features modern design and materials. It will provide trouble-free service for your family for many years. We recommend that you become familiar with your plumbing system as soon as you move in. You should know the location of the main water shutoff and individual shutoffs in all the bathrooms and the kitchen. In the event of a plumbing emergency, you must close the main water shutoff at once. Flowing water can cause severe damage to your Townhome and its contents.

Other water shutoffs are located under the sinks in the bathrooms and the kitchen. Each toilet has a shutoff valve behind the toilet bowl. You and others in your Townhome should know where these water shutoffs are and how they work.

Each plumbing fixture in your Townhome has a drain pipe specially designed to provide a water vapor barrier between your Townhome and the sewer. The drain pipe or trap is the U-shaped elements of pipe directly under the sink. The trap holds water which prevents the airborne bacteria and odor of sewer gas from entering your Townhome. If any of your faucets are used infrequently, we suggest that they be turned on occasionally to replace the water in the trap lost to evaporation. Because of their shape, the traps are the most likely elements to become clogged.

If you detect the odor of sewer gas from a sink, contact a state licensed plumber or contact the Warranty Department if

your Townhome is within the Limited Warranty coverage period.

The following suggestions will promote long and enjoyable service from your plumbing system:

Bathtubs

The bathtubs in your Townhome are made of fiberglass. Like the other components in your Townhome, your bathtubs require routine maintenance.

Clean the tubs using a nonabrasive cleaner designed for bathroom use. Rinse the surface thoroughly to remove all traces of the cleaner. After each use, rinse the tub thoroughly with clean water to lessen the effects of soap buildup.

Fixtures

Faucets and other plumbing fixtures are designed to add beauty and trouble-free use. Some of the fixtures are plated with polished metal, bright chromium or a combination of the two materials which are resistant to water corrosion under normal use and maintenance. The brass and chromium plating materials are, however, relatively soft and can be damaged with abrasive cleansers, scouring pads and tools. Clean the fixtures with warm soapy water and a soft sponge or cloth. Rinse with clear water and wipe dry to prevent spotting.

If water is permitted to accumulate and stand at the base of the fixtures, corrosion and tarnishing can result. **Always wipe the fixture dry.** Hard water can spot and damage bright chromed plumbing fixtures. While this is not entirely preventable, you can minimize the staining and discoloration by drying the fixtures after each use.

Avoid excessive force when you turn your faucets on and off. The seals in the faucets can be damaged and will require repair or replacement in a short time.

Faucets are equipped with aerators which mix air with the stream of water to prevent splashing. They need to be cleaned occasionally to remove a buildup of mineral deposits. When you notice that the stream of water has lessened, unscrew the aerator from the mouth of the faucet. Remove the debris and rinse the washers and screens. Replace the parts in their original order and screw the aerator onto the faucet. Perform this Homeowner maintenance as needed, usually every several months.

Toilets

Toilets are made of vitreous china, a glasslike material that is almost impervious to staining. Clean your toilets with a toilet bowl cleaner and a brush or cloth. Vitreous china is brittle and will easily break or shatter if hit with a hard object. Avoid abnormal pressures against the sides of the tank. It is possible to crack the tank at the points where it is attached to the bowl.

Always keep a plumber's plunger on hand to use in the event of a stoppage of a toilet. If a stoppage occurs, close the shutoff valve on the back side of the toilet. Usually, a few vigorous pumps with the plunger will free the obstruction.

Stoppages that occur due to construction debris are covered by the Limited Warranty. Stoppages that are not construction related are the responsibility of the Homeowner. If you are unable to clear the obstruction yourself, we suggest that you call a state licensed plumber or the Warranty Department if your Townhome is within the Limited Warranty coverage period. Do not use drain cleaners in toilets. The harsh chemicals in drain cleaners can damage the toilet seals and cause a leak.

If the flush valve fails or begins to leak, you can purchase a new flush valve at a home center or hardware store. If you are not entirely comfortable with this do-it-yourself project, a plumber can perform this task.

Water saver toilets are installed in your Townhome. These toilets are designed to reduce water usage. At times you will find a single flush does not clear the toilet bowl. When this happens, wait for the toilet tank to refill then flush again. It is recommended that you hold the flush lever down for 5 to 7 seconds per flush.

A RUNNING TOILET CAN USE 4,000 GALLONS OF WATER IN ONE DAY!

If you have a running toilet, the cause probably is a defective or worn flapper. Check the shut-off float in the tank. You will most likely find it has lifted too high in the tank, preventing the valve from shutting off completely. In this case, gently bend the float rod down until it stops the water at the correct level. The float should be free and not rub the side of the tank or any other parts. Also check the chain on the flush handle. If it is too tight, it will prevent the rubber stopper at the bottom of the tank from sealing, resulting in running water. *Shut off the water at the angle stop below the toilet and repair or replace the flush valve or the flapper.*

Drains

Grease buildup is the most frequent cause of plumbing drain stoppage. If you cannot dispose of cooking oils and grease in any other way, always run cold water down the drain at the same time. Sink and tub stoppers designed to trap hair and foreign matter should be cleaned regularly to ensure good drainage. Petroleum-base products, such as paint or lacquer thinner, can damage pipes and should never be poured down the drain.

Smoke Detector

Smoke detectors have been installed near all sleeping areas and at other locations. The selection of the smoke detector, the installation procedure and the location of the smoke detectors are done to meet the requirements of local, state, and national building codes. Please do not move or disable the smoke detector. If you feel the need for additional protection, consider purchasing another smoke detector to be installed at additional locations.

The purpose of your smoke detector is to detect the possible presence of fire in your Townhome so that you will have time to call for help and evacuate the Townhome. At the first indication of fire, evacuate your family and call the Fire Department from a neighboring Townhome.

To assure that your smoke detectors are working use the "test" button at least one time every six months.

Clean the smoke detectors according to the manufacturer's recommendations. Always test the smoke detector after cleaning. Your smoke detectors are hard wired into the electrical system and have battery backups. Replace the batteries per manufacturer's recommendations. Chirping from the smoke detector usually indicates the battery is low.

Ventilation

Homes today are built more tightly than ever. This saves energy dollars but creates a potential concern. Condensation, cooking odors, indoor pollutants, radon, and carbon monoxide may all accumulate. We provide mechanical and passive methods for ventilating homes. **Your attention to ventilation is important to health and safety.**

Building codes require attic vents to minimize accumulation of moisture. Attic ventilation occurs through vents in the soffit (the underside of the overhang) and vents on the roof itself.

Your daily habits can help keep your home well-ventilated: Develop a habit of running the fans in the bathrooms while showering or bathing. Be sure to run the fan for at least 10 minutes after turning off the shower.

Consider that just one person's breathing produces $\frac{1}{4}$ cup of water per hour. Cooking for a family of four produces approximately 5 pints of water in 24 hours. Showering puts $\frac{1}{2}$ pint of water into the air. Your new Townhome is very air tight, so remember to open windows whenever weather permits.

Whole House Ventilation System

The exterior shell of most houses allows indoor and outdoor air to be exchanged in the home on a regular basis. While well-ventilated indoor air has shown to be healthier for the home's occupants, uncontrolled ventilation is extremely inefficient because it wastes any heating or cooling that has been added to the home. This is not only costly in terms of energy use; it also creates a drafty and uncomfortable house.

Your HRV Matrix system in your Townhome is a premium system that incorporates a Condensing Water Heater, Condensing Furnace, Condensing Boiler and Heat Recovery Ventilator. It is also used to control and optimize heating, cooling and ventilation in your home. This eliminates the need for separate appliances and their redundancies and additional energy usage. The Matrix HRV will increase comfort, safety and efficiency of your home by providing fresh conditioned air. Your Volare Townhome is an energy efficient home with the ultimate indoor air quality

Foundation Vents

Unventilated foundations are subject to built-up moisture that can eventually lead to costly damage. To insure proper air circulation in the crawl space under your town house the foundation vents should be clear of obstruction all year round.

Windows

These few simple maintenance tasks will help your windows to provide years of trouble-free service.

Aluminum foil causes a heat buildup between window panes and should not be used. Consider your Homeowners Association Architectural Guidelines before you install window coverings that are visible from the street or other areas of your neighborhood.

Weep holes are installed in the bottom of window frames by the manufacturer to let water from condensation drain to the outside. This prevents damage to the window sills from the accumulation of water. Unfortunately, these weep holes can permit dust to enter during occasional wind storms. This is normal and is not preventable nor is it a warranty item.

Scratches on window glass that are visible from at least 15 feet in indirect sunlight or normal room light must be reported during the Homeowner Orientation to be considered for warranty replacement.

We have these recommendations for maintaining the window tracks:

The tracks that support your windows require frequent cleaning. You can use a vacuum cleaner or a cleaning solution of mild soap and water.

When necessary, use a water soluble lubricant on the tracks. Do not use petroleum based lubricants because they can attract and hold grit and, possibly, damage the window tracks.

THE WINDOWS IN YOUR TOWNHOME ARE DUAL GLAZED. USE CARE IN OPENING AND CLOSING THE WINDOWS TO AVOID RUPTURING THE SEALS. PLEASE REFER TO THE MANUFACTURER'S INFORMATION FOR INFORMATION ON CARE AND MAINTENANCE.

Condensation

Condensation on windows can be a sign of excess humidity in your Townhome. While a small amount of condensation around the corners of the windows is normal, excessive condensation can lead to damage to your Townhome. The first areas to be damaged are window frames and sills that are exposed to the run off from condensation. But even more serious damage can occur when excess humidity in the Townhome can penetrate the structure, blister paint, create mildew condition within the walls and weakened structural components.

Follow these steps to reduce the humidity in your Townhome:

Shut off the household humidifier

Your home is ventilated on its own for a few minutes each day. Don't interfere with the HRV timer. Ventilate the kitchen, laundry room and bathrooms during use. Run the exhaust fans longer and more often.

Wood Trim

The wood in your Townhome will dry during the first year or two. This drying can lead to warping and popping of wood trim. You can minimize this by maintaining a constant, even temperature in your Townhome.

Separation of the elements of wood trim can be corrected with caulking and touchup paint. If the wood trim pulls away from the wall, reset the trim by adding a nail in a new place - not in the original nail hole. Fill the holes with caulking and cover with touchup paint. We recommend that you wait until the end of the first year to make such repairs.

Townhome Safety

Each year, many Americans are injured in Townhome accidents. Here are some Townhome safety suggestions designed to avoid injuries and save time, worry and needless expense.

Oily Cleaning Rags

Never pile oily or greasy rags where they are exposed to air or heat. If they must be stored, seal them in a metal container well away from heat sources. This is especially important when rags are saturated with furniture polish, floor oils, linseed oil or paint.

Rugs

Rugs should be fastened down, laid on non-slip pads, or undercoated with nonskid materials. Carpet edges should be flat, and curling should be prevented or corrected. Small, loose throw rugs can be especially dangerous when placed at the head or foot of stairs. Stair carpeting should always be securely fastened.

Walkways

Orient your entire family to the necessity of keeping halls clear of loose articles that might trip someone. Remove boxes, toys, mops, brooms and tools to their allotted storage areas.

Trash

Do not let trash accumulate, it is a potential fire hazard and may attract vermin. Never stack newspapers and magazines near your furnace or hot water heater.

Required Maintenance by the Homeowner

The importance of maintaining your new Townhome on a regular basis is directly comparable to maintaining a brand new car. If you never change the oil or get the car tuned up, little - problems will eventually become big problems.

Similarly, your new Townhome is designed and built to last for many years, and yet it has numerous components and equipment that require you to complete periodic maintenance. By implementing the following preventative maintenance guidelines, you can help keep the components of your Townhome functioning properly with as few problems as possible.

To help you pinpoint when specific maintenance items should be performed, this CHECKLIST is divided into distinct time periods. After move in, Every Month, Every Three Months, Every Six Months, Annual, plus Spring and Fall. For additional information regarding the subjects presented here, please refer to the appropriate Manufacturer's Operating Instructions and/or the specific subject discussions contained in this Manual.

FIRE SPRINKLERS

Do not do anything to your sprinkler system that would hinder its performance such as painting or hanging objects from the sprinkler head. Of course, never turn off or disconnect the system from its water source.

Do not turn off the sprinkler system in the event of a fire - let the Fire Department perform this task

The fire protection sprinklers in your new home are maintained by you. If the sprinklers are damaged or altered in anyway you must contact a licensed contractor to do any repairs

AFTER MOVE-IN CHECKLIST:

ELECTRIC

Locate and label the main circuit breaker in the electric panel box and show family members how to turn it off in case of emergency.

FIRE EXTINGUISHER

Purchase a general purpose fire extinguisher for each floor of the Townhome plus one small kitchen extinguisher for grease fires. Demonstrate proper usage to family members in case of an emergency.

FIRST AID KIT

Keep first aid materials and a book on first aid procedures in an accessible location.

FLOORING

Attach furniture protectors underneath furniture legs to protect hardwood, resilient, and ceramic tile floors.

HOUSEHOLD TOOLS

Acquire basic tools to help you with normal Townhome maintenance chores, to include: pliers, adjustable wrench, flat-blade and Phillips head screwdrivers, claw hammer, hand saw, tape measure, caulk and caulking gun, putty knife, paint roller and brush, power drill and drill bits, assorted nails, brads, screws, nuts, bolts, sandpaper, utility knife, toilet plunger, and flashlight.

PLUMBING

Locate and label the main water line shutoff valve and show all family members how to close it in case of a plumbing emergency.

EVERY MONTH CHECKLIST:

CABINETS

Clean and apply a light coat of lemon oil based wood protection product on wood surfaces. Use a **damp** cloth on foil and laminate surfaces.

Check drawers and hinges for proper alignment. Tighten and adjust as necessary.

FIRE EXTINGUISHERS

Check your fire extinguishers to ensure that they are fully charged.

GARBAGE DISPOSAL

Clean disposer blades by grinding up ice cubes. Freshen the disposer with baking soda and by grinding up citrus fruit rinds.

HEATING

Vacuum air supply and air return registers to remove dust and lint.

INTERIOR CAULKING

Check for cracks or separations in caulking around sinks, bathtubs, toilets, faucets, countertops and backsplashes, ceramic walls, resilient and ceramic floors, window sills, and other.

FAUCET AERATORS

Check for proper flow of water. If the flow is reduced, clean the aerator screens. During the first two months, the faucet aerators could require more frequent cleaning.

PLUMBING

Check under kitchen and bathroom cabinets for leaks. Tighten fittings carefully. Check the elements around the hot water heater for leaks.

RANGE HOOD

Clean or replace dirty filters.

SMOKE DETECTOR

Test smoke detectors.

Clean and/or vacuum detector openings as necessary.

EVERY 3 MONTHS CHECKLIST:

INTERIOR DOORS

Lubricate hinges.

WINDOWS

Check sills for caulking cracks or separations and re-caulk as necessary.

Check weather-stripping around windows and repair or replace as necessary.

Check windows for smooth opening and closing operation. Clean tracks and lubricate as necessary with a non-petroleum based lubricant such as furniture polish.

Clean weep holes.

EVERY SIX MONTHS CHECKLIST:

DOORS

Check screws on door lockset and hardware and tighten as necessary. Lubricate bi-fold and by-pass doors as necessary with a non-oil based lubricant. Clean sliding door track and apply silicone or other non-oil based lubricant spray to tracks as necessary.

ELECTRIC

Test and reset all GFCI (Ground Fault Circuit Interrupter) receptacles. Check electrical extension and appliance cords. Replace frayed or split cords.

PLUMBING

Check water supply lines and valves to sinks and toilets. Tighten if loose or leaking.

Clean out faucet aerators, spray nozzles, and drains.

Check pipes and drains for water leakage.

WINDOWS

Check sills for caulking cracks or separations and re-caulk as necessary.

Check weather-stripping around windows and repair or replace as necessary.

Check windows for smooth opening and closing operation. Clean tracks and lubricate as necessary with a non-petroleum based lubricant such as furniture polish.

Inspect window screens and repair or replace as necessary.

Clean weep holes.

ANNUAL CHECKLIST:

1. **Roof:** Check roof and around vents, skylights and chimneys for leaks. Repair as necessary.
2. **Attic:** If there is no ridge vent, keep gable vents open year-round to ensure proper ventilation.
3. **Gutters:** Clean gutters and drain pipes so leaves won't clog them and be sure they drain away from the house. (Fall: In cold-climate areas) Drain outside faucets.
4. **Filters:** Remember to clean or replace filters once a month, or as needed. Check and clean dryer vent, air conditioner, stove hood and room fans. Keep heating and cooling vents clean and free from furniture and draperies.
5. **Safety Equipment:** Ensure that all smoke detectors, carbon monoxide detectors and fire extinguishers are in good working order. Replace batteries in appropriate devices as needed, or at least twice each year.
6. **Air Conditioner:** (Fall: In cold-climate areas) Remove window air-conditioners, or put weatherproof covers on them.
7. **Refrigerator:** Make sure your refrigerator door seals are airtight. Test them by closing the door over a dollar bill. If you can pull the bill out easily, the latch may need to be adjusted or the seal may need to be replaced. In addition, if you have a coil-back refrigerator, vacuum the coils at least twice each year. Your refrigerator will run more efficiently with clean coils. Also, stock up! A full refrigerator uses less energy than an empty one.
8. **Faucets:** Check for leaky faucets in kitchen and bathroom(s).
9. **Windows and Doors:** Seal drafty doors and windows. If you added up all of the small cracks where heating and cooling escapes from a home, it would be the same as having a window open. Replace seals as needed.
10. **Screens:** Check and patch all door and window screens.

- 11. Siding and Paint:** Look for cracks and holes in house siding or paint. Replace caulk if necessary. A carpet knife can work well for cutting away old caulking from house siding. Slice down alongside it from both directions with the hook-like blade, and then use the knife to lift out the old caulk bead intact.
- 12. Basement:** Check basement walls and floor for dampness. Be sure to clean dehumidifier regularly, if you have one.
- 13. Heating System:** (Fall) Have heating system serviced. Change filters.
- 14. Hot Water Heater:** (Fall) Drain hot water heater. Remove sediment from the bottom of the tank.

Troubleshooting Suggestions

In case of an emergency contact the Warranty Department. **Explanations of emergency situations are outlined in the Warranty Service section of this Manual.**

For some other problems that might arise, we provide these Troubleshooting Suggestions for your convenience.

PLUMBING

If a water main breaks or a major plumbing leak develops, turn off the main water valve.

If you notice a leak under a sink or toilet, turn off the water to the fixture by using the shutoff valves located under or behind the fixture. Arrange for service.

If a toilet becomes clogged, turn off the water to the fixture. Follow the procedures outlined in the Maintenance section of this manual.

If you notice a leak in the tub or shower, turn off the water at the main shutoff valve and arrange for service. **Do not use the shower or tub until service can be provided.**

If you notice water spots (darkened areas) on your walls or ceilings, you may have a water leak. **Determine the source of water if possible and take steps to prevent further damage.** If the leak can be traced to one location (one toilet, sink or tub), turn off the water to that fixture. Contact a state licensed plumber or contact the Warranty Department if your Townhome is in the Limited Warranty coverage period. If the leak cannot be isolated, turn off the main water service.

ELECTRICAL

If a complete power outage occurs, look to see if your neighbors have electrical power. If the power is off in your neighborhood, call the electric company to report the outage. If the outage is limited to your Townhome, inspect all circuit breakers, including the main breaker. If a breaker appears damaged leave it off and call your electrical subcontractor. If the breakers are not damaged, turn them all off and back on again one at a time.

IMPORTANT NOTE: IF YOUR MAIN CIRCUIT BREAKER TRIPS OR IS TURNED OFF, WAIT 2-3 MINUTES BEFORE TURNING IT ON. THEN, RESTORE POWER TO THE OTHER CIRCUITS ONE BY ONE. THIS AVOIDS OVERLOADING THE SYSTEM.

If you notice sparks or smell burning, find the location of the odor or sparks. If an appliance is plugged into that outlet, check the appliance for a short in the cord or other problem and unplug it. If this is not the problem, shut off the problem circuit and call the electrical subcontractor listed on your Emergency Sticker. **IMPORTANT NOTE: Immediately call 911 if there is any possibility of a fire.**

If there is no power in a bathroom, kitchen, garage or outside receptacle, these receptacles may be connected to a Ground Fault Interrupt (GFCI) device designed to interrupt the flow of electricity preventing electrical injury or damage. Locate the nearest GFCI outlet. If the reset button has tripped, unplug the appliance; press the reset button to restore power. If power is not restored, determine if the circuit is being overloaded. Two hair dryers or other appliances being used on one circuit could cause the breaker to trip. Defective appliances can trip a GFCI when they will not trip a standard breaker. Rarely will a GFCI be too sensitive and require replacement. Contact the Warranty Department if you have questions about the GFCI outlets in your Townhome.

IMPORTANT NOTE: DO NOT USE POWER TOOLS, REFRIGERATORS, FREEZERS OR PLUG APPLIANCES IN GFCI OUTLETS. DO NOT PLUG AN APPLIANCE WITH A SEPARATE TRANSFORMER OR AN ITEM WITH A TIMING DEVICE (SUCH AS AN IRRIGATION SYSTEM) INTO GFCI OUTLETS.

Some outlets may be controlled by an arc prevention breaker. If this is the case, be sure the breaker has not tripped. If it has, reset the breaker. If the breaker continues to trip, consult an electrician.

If there is no power to an electrical outlet, make sure that the outlet is not controlled by a wall switch that may be turned off. Once this is determined, inspect the circuit breakers and reset any that are in the OFF position.

If a luminous light fixture does not work, make sure all fluorescent bulbs are installed properly. Adjust any tubes that are flickering or buzzing. Check wall switches and circuit breakers.

HEATING

If the heating system is not working properly, make sure the thermostat is set to a temperature higher than the room air and the thermostat is turned to the 'heat' position. Make sure the circuit breaker is in the on position. Contact a state licensed heating and air conditioning contractor or contact the Warranty Department if your Townhome is in the limited warranty coverage period.

A Word About Warranties

If you have questions about the warranty, please contact the Warranty Department.

This warranty provides a requirement for Homeowner maintenance of certain items. If such maintenance is not done, Monza Homes LLC could be free of responsibility for certain warranty service. Please refer to the required Maintenance section of this Manual.

Federal law provides a warranty on manufactured items such as appliances. Copies of the manufacturers' warranties will be provided when you close escrow on your new Townhome. **Warranty service requests for these items should be directed to the appropriate parties listed in the manufacturers' warranty manuals.** Be sure to complete and mail your appliance warranty registration forms **within 30 days** of your closing.

Warranty

An example copy of your Limited Warranty is on the following pages. This is provided for your convenience. In the event of a dispute, the warranty you were given with your purchase documents will prevail.

PART I
LIMITED WARRANTY

1. Limited Warranty/No Warranty of Consumer Products

Except for components which are "consumer products," as defined later in this paragraph, Seller warrants to Purchaser that the Home shall be free of defects in material or workmanship for a period of one (1) year beginning on the date on which Purchaser takes possession.

A WRITTEN CLAIM REASONABLY SPECIFYING A BREACH OF THE WARRANTY ON THE HOME MUST BE DELIVERED TO SELLER BEFORE THE EXPIRATION OF SUCH WARRANTY. FAILURE TO DELIVER SUCH WRITTEN CLAIM TO SELLER BEFORE THE EXPIRATION OF THE WARRANTY SHALL BAR ALL FUTURE CLAIMS AGAINST THE SELLER IN CONNECTION WITH ANY DEFECT OF THE HOME.

In the event that Purchaser notifies Seller of a defect that is covered by such warranty, in lieu of any repair or replacement by the Purchaser, Seller shall first have the right to elect whether to repair or replace the defective item at Seller's cost and expense. Purchaser is solely responsible for any incidental or consequential damages arising out of such defects, and Seller shall not be liable for any consequential or incidental damages caused by such defects.

THIS WARRANTY IS GIVEN BY SELLER AND ACCEPTED BY PURCHASER IN LIEU OF ANY IMPLIED WARRANTIES AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY EXCLUDED.

The Warranty granted by this instrument is not applicable to "consumer products" as defined in the Magnuson-Moss Warranty Act (15 United States Code 2301(1)). Seller disclaims all warranties and covenants, express or implied, relating to consumer products, as defined in the Magnuson-Moss Warranty Act, or consumer goods, as defined in the Uniform Commercial Code adopted in Oregon. Purchaser accepts all consumer products and consumer goods from Seller AS IS. Seller herewith assigns all of its rights under any consumer warranties given by suppliers or manufacturers to Purchaser as applicable.

Purchaser(s) Initials/Date: _____ / _____

PART II

**EXCLUSION OF WARRANTIES REGARDING
SOUND TRANSMISSION AND MOLD**

2. Sound and Vibration Concerns

The above-described Home shares common walls with other homes in Volare at Eagle Landing. The buildings in which the Homes are located are adjacent to the project driveways and near public roadways and walkways. This will likely result in noise, sound transmission and vibration. Accordingly, noise, sound transmission, and vibrations will likely be heard and felt ("Acoustic Conditions"). Purchaser acknowledges that Purchaser has taken the location of the Home purchased and all Acoustic Conditions into consideration in making Purchaser's selection.

Purchaser(s) Initials/Date: ____ / ____ / ____

3. Acceptance of Sound and Vibration Levels

Purchaser hereby acknowledges the existing and all future Acoustic Conditions in, around and near the Home (from any source within or outside the Home, and coming from occupants of adjacent homes, plumbing, noises, traffic or other sources), and expressly assumes, adopts and accepts all Acoustic Conditions, whether or not apparent, known or unknown by Purchaser, AS IS, WHERE IS, AND AS MAY EXIST IN THE FUTURE. Purchaser further acknowledges that Seller, any real estate licensee and agents or representatives of either of them has not made nor are they authorized to make any representation, warranty or assurance, oral or written, regarding the Acoustic Conditions within, around or near the Home.

SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES WHETHER EXPRESS OR IMPLIED REGARDING ANY ACOUSTIC CONDITIONS. PURCHASER HEREBY VOLUNTARY WAIVES, RELEASES AND DISCHARGES THE SELLER, AND ANY AGENT OR REPRESENTATIVE OF SELLER, OF ANY AND ALL CLAIMS, DEMANDS, DAMAGES, CAUSES OF ACTION, EXPENSE OR COMPENSATION, KNOWN OR UNKNOWN, WHETHER NOW EXISTING OR ARISING IN THE FUTURE, RELATING TO OR GROWING OUT OF ANY ACOUSTIC CONDITIONS, CODE REQUIREMENTS, SOUND, NOISE, VIBRATION OR ANY SIMILAR MATTER, WHETHER BASED ON EXPRESS OR IMPLIED WARRANTY, NUISANCE, NEGLIGENCE, TORT, CONTRACT, INTERFERENCE WITH ANY COVENANT OF QUIET ENJOYMENT, IMPLIED COVENANTS OR OTHERWISE.

Purchaser(s) Initials/Date: ____ / ____ / ____

4. Notice, Disclosure and Disclaimer Regarding Mold

4.1 What Purchaser Should Know About Mold

4.1.1 Mold. Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plant and other organic material. It can spread by means of airborne spores and is found everywhere life can be supported. Residential construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your Home. Most homeowners are familiar with mold growth in the form of bread mold and mold that may grow on bathroom tile.

In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40° F and 100° F. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, a home owner can reduce or eliminate mold growth.

Moisture in a home can have many causes. Spills, leaks, overflows, condensation and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.

4.1.2 Consequences of Mold. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. Some of the most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed or deficient immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases that may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a casual link between the presence of toxic mold and serious health conditions has not been proven.

4.1.3 What the Purchaser Can Do. The owner of the Home can take positive steps to reduce or eliminate the occurrence of mold growth in the Home and thereby minimize any possible adverse effects that may be caused by mold. These steps include, without limitation, the following:

- Before bringing items into your home, check for signs of mold. Potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain mold growth.
- Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.
- Keep humidity in the home low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening the windows, by using exhaust

fans, or by running the air conditioning to remove excess moisture in the air and to facilitate evaporation of water from wet surfaces.

- Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.
- Inspect for leaks on a regular basis. Look for discolorations or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of must odors and any visible signs of mold.
- Should mold develop, thoroughly clean the affected area with a mild solution of bleach. First, test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, call on the services of a professional cleaner.

4.2 Disclaimer and Waiver. Whether or not you as the Home owner experience mold growth depends largely on how you manage and maintain your Home. Our responsibility as a Seller must be limited to things we can control. As explained in our Limited Warranty, set out above, we will repair or replace defects in our construction for the time period defined herein. WE, THE BUILDER/DEVELOPER/SELLER WILL NOT BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY MOLD, OR BY SOME OTHER AGENT, THAT MAY OR MAY NOT BE ASSOCIATED WITH DEFECTS IN OUR CONSTRUCTION, TO INCLUDE, BUT NOT BE LIMITED TO, PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OR USE, LOSS OF VALUE, AND ADVERSE HEALTH EFFECTS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, ECONOMIC OR NON-ECONOMIC DAMAGES. ANY IMPLIED WARRANTIES, INCLUDING AN IMPLIED WARRANTY OF WORKMANLIKE CONSTRUCTION, AN IMPLIED WARRANTY OF MERCHANTABILITY, AN IMPLIED WARRANTY OF HABITABILITY, OR AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR USE, ARE HEREBY WAIVED AND DISCLAIMED.

This Notice, Disclosure and Disclaimer is hereby made a part of the Limited Warranty. Should any term or provision of this agreement be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall nonetheless stand in full force and effect.

Purchaser(s) Initials/Date: _____ / _____

5. Exclusions From Warranty Coverage

Certain events and occurrences are beyond the scope of this Limited Warranty. Seller does not warrant or assume responsibility for any of the following, all of which are excluded from coverage of the Limited Warranty:

- a. Visible defects caused or occurring after occupancy, including but not limited to, surface damage to floor tile, painted surfaces, doors, cabinets, concrete, appliances, plumbing fixtures, counter tops, and missing items, such as light fixtures, window screens, window glass and

mirrors. Seller is entitled to presume that a visible surface defect or missing item is noted on the inspection report at the time of the pre-closing walk-through.

b. Damage due to ordinary wear and tear, unreasonable or abusive use, lack of proper or timely maintenance or failure to take corrective measures.

c. Defects which are the result of characteristics common to the materials used and are normal maintenance items, such as, but not limited to, warping, deflection, shrinkage, expansion, cracking or surface splitting of wood, including wood moldings; the appearance of pitch on wood; fading or cracking, chipping or flaking of paint due to sunlight; cracks due to drying and curing of concrete, plaster, masonry, and caulking and similar materials; expansion or contraction of materials in walls, floors, ceilings, doors and windows.

d. Defects in items installed by Purchaser or anyone else other than Seller or Seller's subcontractors (at Seller's request).

e. Work done by Purchaser or anyone else other than Seller or Seller's subcontractors (at Seller's request).

f. Any loss or damage resulting from acts of God, natural disasters or other causes beyond the control of Seller, including but not limited to, fire, explosion, smoke, water, glass breakage, windstorm, hail, lightning, changes which are not reasonably foreseeable in the level of the underground water table, falling trees, aircraft, vehicles, flood and earthquake.

g. Conditions arising from condensation on, or expansion, or contraction of materials.

h. Damage resulting from changes and/or improvements made by Purchaser.

i. Insect or animal damage or infestation.

j. Any defect which does not result in actual loss or damage.

k. Damage resulting from Purchaser(s') failure to take timely action to minimize loss or damage and/or Purchaser(s') failure to give Seller timely notice of any defect.

Purchaser(s) Initials/Date: _____ / _____

6. Documents Which Purchaser Should Review and Understand

(a) Documents Which Create or Affect Title or Use

1. Volare at Eagle Landing Owners Association Articles of Incorporation
2. Volare at Eagle Landing Declaration of Covenants, Conditions and Restrictions
3. Volare at Eagle Landing Owners Association Bylaws
4. Volare at Eagle Landing Plat
5. A current title report/commitment issued by Fidelity National Title Insurance Company, together with all exceptions listed therein. (The effect of each of the exceptions to title should be understood by Purchasers.)
6. Warranty Deed

(b) Instruments To Be Executed By Purchasers

1. Sales Agreement and Addendums
2. Escrow Instructions
3. Limited Warranty and Exclusion of Other Warranties

(c) Documents Affecting Association Assessments

1. Volare at Eagle Landing Declaration of Covenants, Conditions and Restrictions
2. Volare at Eagle Landing Bylaws
3. Volare at Eagle Landing Owners Association Budget (Exhibit A to Sales Agreement)
4. Volare at Eagle Landing Owners Association Reserve Fund Study

7. This Instrument Part of Sales Agreement/Binding On Successors and Assigns

This instrument becomes part of the Sales Agreement if you decide to purchase the Home. This instrument controls over any inconsistent provisions in the Sales Agreement or any other document or agreement with the Seller. This instrument is binding on your successors and assigns. DO NOT SIGN THIS INSTRUMENT UNLESS YOU ARE GIVEN A COPY OF IT. IF YOU HAVE QUESTIONS, SELLER ADVISES YOU TO SEEK COMPETENT LEGAL COUNSEL.

Purchaser(s) Initials/Date: ____ / ____

8. Defects/Right to Cure

Obligation to Notify Seller of Alleged

OREGON LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY COMMENCE ARBITRATION OR A COURT ACTION AGAINST ANY CONTRACTOR, SUBCONTRACTOR OR SUPPLIER FOR CONSTRUCTION DEFECTS. BEFORE YOU COMMENCE ARBITRATION OR A COURT ACTION YOU MUST DELIVER A WRITTEN NOTICE OF ANY CONDITIONS YOU ALLEGE ARE DEFECTIVE TO THE CONTRACTOR, SUBCONTRACTOR OR SUPPLIER YOU BELIEVE IS RESPONSIBLE FOR THE ALLEGED DEFECT AND PROVIDE THE CONTRACTOR, SUBCONTRACTOR OR SUPPLIER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR, SUBCONTRACTOR OR SUPPLIER. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW. FAILURE TO MEET THOSE DEADLINES OR FOLLOW THOSE PROCEDURES WILL AFFECT YOUR ABILITY TO COMMENCE ARBITRATION OR A COURT ACTION.

The above notice is made pursuant to ORS 701.590.

9. Severability/Partial Invalidity

The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity of any one provision shall not affect the validity or enforceability of any other provisions hereof.

Purchaser(s) Initials _____

SELLER:

Landing Development, LLC
an Oregon limited liability company

By: _____
Tony Marnella, _____

PURCHASER(S):

ACKNOWLEDGED AND AGREED:

DATED: _____

Print Name

Print Name

This instrument shall be executed in duplicate. One original shall be retained by the Seller and one original shall be delivered to the Purchaser(s).

Warranty Service

How To Request Service:

Your Request: Complete a Warranty Service Request form including your building number; lot number, address, work and home phone numbers. Provide a brief description of the work requested and its location in your Townhome. For example, indicate the room, the location in the room and a general description of the problem. **Mail, fax, e-mail, or deliver your written request for service as follows:**

Contact Information:

**Warranty Service
Volare Warranty Department**

PO BOX 962

Gladstone, OR 97027

Phone: 503-496-5136

Fax: 503-652-3793

Email: warranty@monzahomes.com

www.livevolare.com

MONZA HOMES LLC WILL NOT PAY COSTS YOU INCUR DUE TO THE USE OF OUTSIDE CONTRACTORS AND REPAIR OR SERVICE COMPANIES WITHOUT OUR PRIOR WRITTEN APPROVAL.

Our Response

When Monza Homes LLC receives your request for service, a Warranty Department Representative will contact you to schedule an appointment to inspect the items you have noted on your request. During the inspection, a determination will be made whether or not the items noted will be repaired or replaced. If so, the work will be performed by Monza Homes LLC, or by a trade contractor of our choice. Service calls are scheduled according to the scope of work necessary. For example, drywall repairs might be done at one time and repairs to doors and cabinets might be done at another time. This enables us to complete repairs efficiently.

Scheduling Service with Contractors

The Key Contacts section in this Manual includes information on our electrical, mechanical, plumbing, appliance and garage door contractors. For your convenience, these contractors are available for scheduling your service needs with these items. If you experience any difficulty in dealing with these contractors, please notify our Warranty Department. It is a good practice to notify our Warranty Department of any interaction with these contractors so they can keep an accurate record of your Warranty Service activity.

Emergency Procedures:

EMERGENCIES ARE DEFINED AS PROBLEMS REQUIRING IMMEDIATE ATTENTION TO PROTECT YOUR FAMILY AND YOU FROM HARM AND TO AVOID DAMAGE TO YOUR PROPERTY, YOUR TOWNHOME, OR YOUR LOT. THESE PROBLEMS INCLUDE:

- A total electrical failure other than an outage in the neighborhood
- Loss of heating or air conditioning during extreme weather conditions.
- A total stoppage of the plumbing and/or sewer system during the first 30 days following the close of Escrow.

- A water leak that requires that the water supply to your Townhome be shut off to avoid serious water damage.

A leak that can be isolated by the shutoffs under the cabinet or plumbing fixture is not an emergency. Please refer to the water shutoff procedure in this Manual.

ANY WATER LEAK, LARGE SPILL, OR EXCESSIVE SPLASHING OF WATER CAN CAUSE DAMAGE. UNLESS WATER IS REMOVED PROMPTLY AND THE ELEMENTS AROUND THE WATER ARE DRIED, THE POSSIBILITY OF MOLD GROWTH EXISTS.

YOU MUST REPORT LEAKS TO US AT ONCE AND, IF NECESSARY TO STOP A LEAK, SHUT OFF THE WATER SUPPLY TO THE TOWNHOME UNTIL OUR REPRESENTATIVE REACHES YOUR TOWNHOME.

Damage from a water leak can be minimized by turning off the water to a particular fixture or turning off the water main to your Townhome. The water main shutoff valves are located inside the furnace closet and at the water meter box that is located near the street. The exact location of the water shutoff will be pointed out at the Homeowner Orientation.

In case of an Emergency, your first step should be to protect your family from harm. Once you are sure of their safety, and if your safety will not be jeopardized, you should take steps to correct or lessen the effects of the emergency.

If your situation does not fall within the Emergency guidelines, you should use the procedures described above for requesting routine Warranty service. However, if you believe that a delay in responding could result in further damage, please contact our Warranty Department immediately.

CONSTRUCTION STANDARDS

The items covered in this section generally do not impact the structural integrity of your Townhome. These items will deteriorate over time with normal wear and tear and weather conditions. The standards set forth in this section will be utilized by our Warranty Department personnel in evaluating any problems you may experience with these items during the one-year warranty period (that's the first year after your close of escrow).

Interior Doors

Observation: Interior door is warped.

Performance Standard: Interior doors (full openings) shall not warp in excess of 1/4".

Corrective Measure: The contractor will correct or replace and refinish defective doors to match existing doors as nearly as practical during the warranty period.

NOTE: In bathroom or utility areas, **exhaust fans or an open window must be used** to remove moisture to prevent warpage of doors. Doors warped due to the neglect of using exhaust fans or window openings will not be under our limited warranty agreement.

Observation: Bifold doors come off tracks during normal operation.

Performance Standard: Bifold doors shall slide properly on their tracks at the time the job is accepted. Cleaning and maintenance necessary to preserve proper operation are the owner's responsibility.

Corrective Measure: The contractor will repair any bifold door that will not stay on its track during normal operation, **one time during the warranty period.**

NOTE: Proper operation should be verified by the Homeowner and the contractor at the time the Homeowner Orientation.

Observation: Wooden door panel shrinks and splits.

Performance Standard: Wooden door panels shall not split to the point where light is visible through the door.

Corrective Measure: The contractor will fill splits in the door panel with wood filler and match paint or stain as closely as practical.

Observation: Door rubs on jambs or contractor-installed floor covering, or latch does not work.

Performance Standard: Doors shall operate smoothly and door latches shall operate correctly.

Corrective Measure: The contractor will repair the door and the door latch as necessary to meet the performance standard.

Observation: Door drags on carpet.

Performance Standard: Doors shall not drag on carpet.

Corrective Measure: The contractor will repair the door to meet the performance standard if the contractor installed the carpet as part of the contract.

Observation: Door edge is not parallel to door jamb.

Performance Standard: Where the contractor installs the door frame and door, the door edge shall be within 3/16" of parallel to the door jamb

Corrective Measure: The contractor will adjust the door as necessary to meet the standard.

Observation: Door swings open or closed by the force of gravity.

Performance Standard: Doors shall not swing open or closed by the force of gravity alone. For remodeling projects, this standard does not apply where a door is installed in an existing wall that is out of plumb.

Corrective Measure: The contractor will adjust the door as necessary to meet the standard.

Interior Stairs

Observation: *Interior stair tread deflects too much.*

Performance Standard: The maximum vertical deflection of an interior stair tread shall not exceed 1/8" at 200 pounds force.

Corrective Measure: The contractor will repair the stair to meet the performance standard.

Observation: *Squeaking stair riser or tread.*

Performance Standard: Loud squeaks caused by a loose stair riser or tread are unacceptable, but totally squeak-proof stair risers or treads cannot be guaranteed.

Corrective Measure: The contractor will refasten any loose risers or treads or take other corrective action to eliminate squeaking to the extent possible within reasonable repair capability without removing treads or ceiling finishes.

NOTE: Squeaks in risers or treads may occur when a riser has come loose from the tread, and is deflected by the weight of a person and rubs against the nails that hold it in place. Movement may occur between the riser and the tread or other stairway members when one tread is deflected while the other members remain stationary. Using trim screws to fasten the tread to the riser from above will sometimes reduce squeaking. If there is no ceiling below, gluing or re-nailing the riser to the tread or shimming will reduce squeaks but the **total elimination of squeaks is practically impossible**.

The performance standard requires the contractor to make a reasonable attempt to eliminate squeaks without requiring removal of treads or ceiling finishes.

Observation: *Interior stair railing lacks rigidity.*

Performance Standard: Interior stair railings shall be attached to structural members in accordance with applicable codes.

Corrective Measure: The contractor will repair any stair railings as necessary to comply with applicable codes.

Trim and Moldings

Observation: *Interior trim is split.*

Performance Standard: Splits, cracks, and checking are inherent characteristics of all wood products, and are not a defect.

Corrective Measure: None.

Observation: *Hammer marks are visible on interior trim.*

Performance Standard: Hammer marks on interior trim shall not be readily visible from a distance of **SIX feet under normal lighting conditions**.

Corrective Measure: The contractor will fill hammer marks and refinish or replace affected trim to meet the performance standard. **Refinished or replaced areas may not match surrounding surfaces exactly.**

Cabinets and Counter Tops

Observation: *Cabinets do not meet ceiling or walls.*

Performance Standard: Gaps in excess of 1/4" are unacceptable.

Corrective Measure: The contractor will repair the gap with caulk, putty, or scribe molding, or he will reposition/reinstall cabinets to meet the performance standard.

Observation: *Cabinets do not line up with each other.*

Performance Standard: Cabinet faces more than 1/8" out of line, and cabinet corners more than 3/16" out of line, are unacceptable, unless the Homeowner and the contractor agree to disregard the standard in order to match or otherwise compensate for preexisting conditions.

Corrective Measure: The contractor will make necessary adjustments to meet the performance standard.

Observation- Cabinet is warped.

Performance Standard: Cabinet warpage shall not exceed 1/4" as measured from the face frame to the point of furthest warpage, with the door or drawer front in closed position.

Corrective Measure: The contractor will correct or replace doors and drawer fronts as necessary to meet the performance standard.

Observation: Cabinet door or drawer binds.

Performance Standard: Cabinet doors and drawers shall open and close with reasonable ease.

Corrective Measure: The contractor will adjust or replace doors and drawers as necessary to meet the performance standard.

Observation: Cabinet door will not stay closed.

Performance Standard: The catches or closing mechanisms for cabinet doors shall be adequate to hold the doors in a closed position.

Corrective Measure: The contractor will adjust or replace the door catches or closing mechanisms as necessary to meet the performance standard.

Observation: The joints of high-pressure laminate on countertop are delaminated.

Performance Standard: Countertops fabricated with high pressure laminate coverings shall not delaminate.

Corrective Measure: The contractor will repair or replace delaminated coverings.

Observation: Scratches on solid surface countertops.

Performance Standard: Solid surface countertops shall be free of scratches that are visible from over **FOUR feet under normal lighting conditions** and **noted at the Homeowner Orientation**.

Corrective Measure: The contractor shall repair to meet the performance standard.

Observation: Countertop is not level.

Performance Standard: Countertops shall be no more than 3/8" in 10 feet out of parallel with the floor.

Corrective Measure: The contractor will make necessary adjustments to meet the performance standard.

Interior Wall Finish

Gypsum Wallboard

Observation: Nail pop, blister, or other blemish is visible on finished wall or ceiling.

Performance Standard: Any such blemishes that are readily visible from a distance of **SIX feet under normal lighting conditions** are unacceptable.

Corrective Measure: The contractor will repair such blemishes only once during the warranty period. The contractor will touch up paint repaired areas if the contractor was responsible for the original interior painting. **A perfect match between original and new paint cannot be expected, and the contractor is not required to paint an entire wall or room.** The contractor is not required to repair defects that are covered by wallpaper and, therefore, not visible.

Observation: Cracked corner bead, excess joint compound, trowel marks or blisters in tape joints on drywall surface.

Performance Standard: Cracked corner bead, nail pops or blisters in tape commonly result from normal shrinkage conditions during the 1st year.

Corrective Measure: The Contractor will repair these drywall conditions all at one time during the Limited Warranty period.

Paint, Stain, and Varnish

Observation: Mildew or fungus is visible on interior painted surfaces.

Performance Standard: Painted and finished surfaces shall be free of observable mildew and fungus at the time the job is completed. However, mildew or fungus may form on painted surfaces over time because of heat and moisture. Also, mildew or fungus may form on painted surfaces due to the neglect of using exhaust fans or window openings.

Corrective Measure: The contractor will remove mildew and fungus before completion of the job. Subsequent mildew or fungus formation is a condition the contractor cannot control. The Homeowner is responsible for future cleaning and proper of the painted item as necessary to prevent or remove mildew and fungus.

Observation: Varnish or lacquer finishes have deteriorated.

Performance Standard: Clear finishes on interior woodwork shall not deteriorate during the warranty period.

Corrective Measure: The contractor will retouch affected areas of clear-finish interior woodwork and match the original finish as closely as practical.

NOTE: Finishes on window sills with south facing exposure may deteriorate due to climatic conditions.

Observation: Interior paint does not "cover" the underlying surface.

Performance Standard: The surface being painted shall not show through new paint when viewed from a distance of **SIX feet under normal lighting conditions.**

Corrective Measure: The contractor will recoat as necessary to meet the standard and match surrounding areas as closely as practical.

Observation: Interior surface is paint spattered.

Performance Standard: Paint spatters shall not be readily visible on walls, woodwork, floors, or other interior surfaces when viewed from a distance of **SIX feet under normal lighting conditions.**

Corrective Measure: The contractor will remove paint spatters to meet the standard.

Observation: Brush marks show on interior painted surface.

Performance Standard: Brush marks shall not be readily visible on interior painted surfaces when viewed from a distance of **SIX feet under normal lighting conditions.**

Corrective Measure: The contractor will refinish as necessary to meet the standard and match surrounding areas as closely as practical.

Observation: Lap marks show on interior paint or stain.

Performance Standard: Lap marks shall not be readily visible on interior paint or stain when viewed from a distance of **SIX feet under normal lighting conditions.**

Corrective Measure: The contractor will refinish as necessary to meet the standard and match surrounding areas as closely as practical.

Observation: Interior painting, staining, or refinishing is required because of repair work.

Performance Standard: **A perfect match between original and new paint cannot be expected.** Repairs required under these performance standards shall be finished to match the immediate surrounding areas as closely as practical.

Observation: Exterior painting, staining, or refinishing is required because of repair work.

Performance Standard: Repairs required under these performance standards shall be finished to match the immediate surrounding areas as closely as practical.

Corrective Measure: The contractor will finish repaired areas as indicated.

Observation: Varnish or lacquer finishes have deteriorated.

Performance Standard: Clear finishes used on exterior surfaces may deteriorate rapidly. This is beyond the control of the contractor.

Corrective Measure: None.

Floor Coverings

Carpeting

Observation: *Carpet does not meet at the seams.*

Performance Standard: It is not unusual for carpet seams to show. However, a visible gap at the seams is not acceptable.

Corrective Measure: If the carpet was installed by the contractor, the contractor will eliminate visible gaps at carpet seams.

Observation: *Carpeting loosens, or the carpet stretches.*

Performance Standard: When stretched and secured properly, wall-to-wall carpeting installed as the primary floor covering shall not come up, loosen, or separate from the points of attachment.

Corrective Measure: If the carpeting was installed by the contractor, the contractor will re-stretch or re-secure the carpeting as necessary to meet the standard.

Observation: *Spots or minor fading are visible on the carpet.*

Performance Standard: Exposure to natural light may cause spots and minor fading of the carpet.

Corrective Measure: None.

Observation: *Dead spots appear in padding areas below carpet surface.*

Performance Standard: Carpeted areas shall have full coverage of pad consistent throughout the flooring elements.

Corrective Measure: The contractor will repair any deficiencies to meet performance standards.

Roll Vinyl and Resilient Tile Flooring

Observation: *Nail pops appear on the surface of resilient flooring.*

Performance Standard: Readily visible nail pops on resilient flooring are not acceptable.

Corrective Measure: The contractor will repair the nail pops that are readily visible.

Observation: *Depressions or ridges appear in resilient flooring because of subfloor irregularities.*

Performance Standard: Readily apparent depressions or ridges exceeding 1/8" shall be repaired. The ridge or depression measurement is taken with the gap at one end of a 6-inch straightedge centered over the depression or ridge with 3" of the straightedge held tightly to the floor on one side of the defect.

Corrective Measure: The contractor will take corrective action as necessary to bring the defect within the acceptable tolerance so that the depression or ridge is not readily visible and is not more than 1/8". The contractor will not be responsible for discontinued patterns or color variations when replacing the floor covering.

Observation: *Resilient flooring loses adhesion.*

Performance Standard: Resilient flooring shall not lift, bubble, or detach.

Corrective Measure: At the contractor's option, the contractor will repair or replace the affected resilient flooring as necessary. The contractor is not responsible for discontinued patterns or color variations when replacing the floor covering.

Observation: *Seams or shrinkage gaps show at resilient sheet flooring joints.*

Performance Standard: Gaps at joints in resilient sheet flooring shall not exceed 1/16" in width. Where dissimilar materials abut, the gap shall not exceed 1/8".

Corrective Measure: At the contractor's option, the contractor will repair or replace the resilient flooring as necessary to meet the performance standard. **The contractor will not be responsible for discontinued patterns or color variations when replacing the floor covering.**

NOTE: Proper repair can be affected by sealing gap with seam sealer.

Observation: *Bubbles appear on roll vinyl flooring.*

Performance Standard: Bubbles resulting from trapped air that protrude higher than 1/16" from the floor are not acceptable.

Corrective Measure: The contractor will repair the floor to meet the standard.

NOTE: The performance standard does not apply to perimeter attached vinyl floors.

Observation: *Patterns on roll vinyl flooring are misaligned.*

Performance Standard: Patterns at seams between adjoining pieces shall be aligned to within 1/8".

Corrective Measure: The contractor will correct the flooring to meet the performance standard.

Tile, Brick, Marble, and Stone Flooring

Observation: *Tile, brick, marble, or stone flooring is broken or loose.*

Performance Standard: Tile, brick, marble, and stone flooring shall not crack or loosen. However, the contractor is not responsible for cracking or flaking if these are natural characteristics of the material.

Corrective Measure: The contractor will replace cracked tiles, bricks, marble, and stone flooring, and re-secure loose tiles, bricks, marble, and stone, unless the defects were caused by the Homeowner's actions or negligence. **The contractor is not responsible for discontinued patterns or color variations when replacing tile, brick, marble, or stone flooring.**

Observation: *Cracks appear in grouting of tile joints or at junctures with other material such as a bathtub.*

Performance Standard: Cracks in grouting of ceramic tile joints commonly result from normal shrinkage conditions.

Corrective Measure: The contractor will repair grouting, if necessary, one time only during the warranty period. The contractor will not be responsible for color variations or discontinued colored grout. **The Homeowner is responsible for re-grouting these joints during the life of the Townhome.**

NOTE: Use of an elastic substance at junctures between tile and other materials is often more effective than grout.

Observation: *Grout or mortar joint is not a uniform color.*

Performance Standard: Any color variation that is readily visible from a distance of **SIX feet under normal lighting conditions is unacceptable.**

Corrective Measure: The contractor will repair to meet the performance standard.

Wood and Laminate Floors

Observation: *Scratches and dents in wood or laminate floors.*

Performance Standard: Any such blemishes that are readily visible from a distance of **SIX feet under normal lighting conditions are unacceptable.**

NOTE: The Contractor will repair such blemishes only if noted on the Orientation Document.

Corrective Measure: Every effort will be made to correct these blemishes without the physical removal of any boards. (Please refer to the maintenance section of this manual for more information on wood floors.)

Observation: *Warping or "cupping" of wood or laminate floors.*

Performance Standard: Any such defects in wood or laminate floors are unacceptable.

NOTE: The Contractor will repair such defects only if noted on the Homeowner Orientation Form. Bubbles, Warping or “cupping” can take place at the joints when there is too much liquid applied because of a spill or during the cleaning process. **Please refer to the maintenance section of this manual for more information on wood and laminate floors.**

Corrective Measure: A perfect match between original and new flooring cannot be expected. Repairs required under these performance standards shall be finished to match the immediate surroundings as closely as practical.

Glossary

Aerator

Located at the end of kitchen and bathroom faucets. It mixes air with the water in order to provide a smooth, splash-free flow of water. Occasionally, debris may collect in the aerator and restrict the flow of water. If this happens, unscrew the aerator and remove the debris.

Association

The duly elected legal group that is charged with governing the property and addressing common issues.

Base/Baseboard

The strip of molding or trim at the bottom of walls. The baseboard adds an attractive finish and protects the wall from scuffs and damage from furniture or vacuum cleaners.

Caulking

This material is used as a sealant around sinks, tubs and showers. Other applications for caulking include sealing window and door frames.

Circuit

The electrical system in your Townhome is separated into individual circuits. Depending upon the layout of your Townhome and electrical codes in your breaker panel, each circuit may be designed for each individual room, of the Townhome or a single appliance.

Circuit Breakers

Prevent electrical overload or shorting. The circuit breaker opens the circuit when an overload or short occurs, thereby breaking the flow of electricity. It can be reset manually by moving the circuit breaker lever OFF and then to the ON position **once the source of overload has been corrected**. Refer to the Electrical Systems section of this manual for more information.

Common Areas

Many neighborhoods have areas that are referred to "Common Areas" that are owned by the Homeowners Association. These areas may include streets, parking areas, walkways, slopes and recreational areas. They are maintained and their use is governed by the Homeowners Association.

Condenser

The unit of a heating and air conditioning system that is located outside the Townhome.

Declaration

The Covenants, Conditions and Restrictions that govern your subdivision, also known as Declaration.

Drywall

The interior walls of a Townhome are usually constructed of drywall. This material also is called gypsum board or sheet rock. The material is functional, and can be textured and painted to complement the style of any Townhome.

Fluorescent

The lighting fixtures that provide even, soft illumination in kitchens, bathrooms and other areas of the Townhome may use fluorescent bulbs.

GFCI

Abbreviation for Ground Fault Interrupt Device. Similar to a circuit breaker in that it is designed to interrupt the flow of electricity. GFCI's are usually located in the kitchen or the bathrooms. In the event of a short circuit such as dropping an appliance into a filled tub or sink, the GFCI will break the electrical circuit immediately and prevent a serious electrical shock.

Graphite

A carbon-based powdered substance that is used as a lubricant for applications in which oil can be damaging. Graphite is usually recommended for use on your hinges.

Grout

Grout is the cement-like material visible between squares of ceramic tile.

Hardware

The hinges, locks, handles and other metal attachments to doors, cabinets and drawers are commonly referred to as hardware.

Homeowner Maintenance

As a new Homeowner you need to routinely maintain the various features of your Townhome. Some of these maintenance items have been indicated in the Maintenance section of this manual. This continuing maintenance is the responsibility of the Homeowner.

Homeowner Orientation Form

This form is used to record the condition of your Townhome at the time of your Homeowner Orientation. For more information, refer to the Customer Service section of this manual.

Incandescent

Lighting fixtures that use traditional light bulbs are called incandescent fixtures. Incandescent lighting is used for lamps, spot lighting and exterior lighting.

Manufacturer's Warranty

The appliances and certain other components of a new Townhome are covered by warranties that are supplied by the original manufacturers. These warranties are passed on to you. They include components of the plumbing and electrical systems, heating and air conditioning system, water heater and other manufactured items.

Nail Pops

The natural expansion and contraction of wood can cause the nails that hold the wall surfaces in place to move or pop out of place. The nails can be reset and, if necessary, touch up paint can be applied.

Return Air Vent

Because modern homes feature almost airtight seals, the heating and air conditioning systems require return air vents to draw air back to the heating and cooling system.

Solid Surface Countertops

This man-made product can be used for counter tops in kitchens and bathrooms. It provides beauty, durability and an excellent working surface.

Spackle

The puttylike material that is used to fill surface irregularities in drywall. Its most common use is to fill nail holes in walls before repainting.

Tack Strips

The devices between the flooring and carpeting that are used to hold wall-to-wall carpeting in place.

Thermostat

The wall-mounted device that controls the heating and air conditioning is a thermostat. By cycling the heating or air conditioning s on and off, it will maintain a desired temperature in the Townhome.

Vitreous China

The kiln-fired, pottery material that is used in most toilet bowls and tanks. It is very durable and impervious to water but can be broken by sharp blows from hard objects.

Weep Holes

Small holes in door and window frames and decorator walls that allow water to drain away are called weep holes. They should be kept free of dirt and debris.

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