



**Home Visitors
Council
HOMEOWNER GUIDE
AND
LIMITED WARRANTY**

Thank You

Congratulations on becoming a proud owner of a manufactured home! We're thrilled to have you as part of our community.

This guide is designed to help you settle in comfortably and provide essential information about maintaining and caring for your home. It is broken into five sections. The first part is about responsibilities. Each company and individual that built your new home has responsibilities, and we will do our best to clarify them. The second section contains recommendations to make living in your home as easy as possible. We also want you to be aware of certain safety features and safe living practices as well as certain important health considerations. The third section deals with our Limited Warranty to you, which legally entitles you to specific assistance if certain problems arise. The fourth part contains suggested maintenance tips and warranty coverage for specific sections of the homes. And the final part will refer you to the outside service directory you will fill out and contacts for manufacturer warranty information.

We are very grateful that you have chosen a Home Visitors Council home and will never forget the magnitude of the commitment that you make when you buy one of our homes. Thank you!

Table of Contents

Responsibilities

The independent dealer	Page 3
The land developer or park operator	Page 3
Us, the manufactured home manufacturer.....	Page 3
Suppliers of materials, labor and services to the manufacturer	Page 3
You, the homeowner	Page 3

Recommendations for Living

Before you move in	Page 4
Using your home	Page 5
Safety features and safe living	Page 8
Important Health Notices	Page 9

Limited Warranty

Introduction	Page 10
Limited warranty program.....	Page 10
Definitions and exclusions	Page 15

Maintaining your Home

Carpentry Maintenance and Warranty Standards	Page 18
Insulation Maintenance and Warranty Standards	Page 19
Roofing Maintenance and Warranty Standards.....	Page 20
Siding & Caulking Maintenance and Warranty Standards.....	Page 21
Windows & Doors Maintenance and Warranty Standards.....	Page 22
Interior Walls & Trim Maintenance and Warranty Standards.....	Page 23
Flooring Maintenance and Warranty Standards	Page 24
Cabinets & Countertops Maintenance and Warranty Standards	Page 25
Cooling & Heating Maintenance and Warranty Standards	Page 26
Plumbing Maintenance and Warranty Standards	Page 27
Electrical Maintenance and Warranty Standards.....	Page 28

House Components Service Directory

Service Directory.....	Page 29
Outside Manufacturer Warranty Information.....	Page 30

Responsibilities (Who's in charge?)

Countless individual people and dozens of companies have been involved in the construction of your new home when you consider all the materials and labor that have gone into it. Where do you go for information? Whom do you ask if there is a problem? Our advice is to think of your home as if it were like any other home, except it was assembled in a factory building and production line setting, not “stick built” at the home site. There are many suppliers of materials and labor, one of whom happens to be us, the manufactured home manufacturer. There may also have been a separate land developer from whom you bought your lot or the owner and operator of a manufactured home community or park where your home is located.

Many suppliers of building materials, including us, provide limited warranties on the performance of their materials. Depending on the terms of the pass-through warranties you may be able to contact the supplier directly if any problems arise.

The Land Developer

If your home site has not been developed from scratch by you – laying out the lots, bringing in the streets, creating the rainwater retention and drainage system, developing the utilities and building the sewer lines – there is another important company involved which is the land developer or the owner and operator of your manufactured home community or park. If you have concerns or problems with the lot or subdivision or manufactured home community, you may need to contact the developer or community operator.

The Manufactured Home Manufacturer

Home Visitors Council (HVC) is a nonprofit entity working as the supporting organization directly alongside HOPE Community Corporation. HVC is manufacturing the homes while HOPE is the outward facing organization marketing the homes. As the manufactured home manufacturer, our first obligation is to ensure that we build your home to the Federal Manufactured Housing Construction and Safety Standards, which is often referred to as the “HUD Code”, because it is administered by the US Housing and Urban Development Agency.

You may have expectations gained from seeing product literature, visiting model homes, or seeing generic drawings. However, what we are going to build is defined in our sales contract with you. We make frequent changes to materials and specifications – to make our products more durable, safer, more affordable, more attractive (according to the latest public tastes), or because we change suppliers, or our suppliers make changes in their products. We reserve the right to make such changes at any time.

Suppliers of Materials in our Manufactured Home Products

We buy materials from countless different building materials companies. Many of them have brand names with which you are familiar. Others are nameless commodities. The manufacturers of some products provide limited warranties that pass through to you. Examples of products with such warranties are appliances, floor coverings, siding, shingles, hardware, cabinetry components, doors and windows. Information on these valuable limited warranties is included in our Homeowner Document binder or found online at the links provided at the end of this manual.

Utility Companies

The local sewer utility, water company, gas company, electrical power company, telephone company and cable and/or satellite TV company may have performed work on your house and have some responsibilities for that work.

The Homeowner

As the homeowner you have responsibilities too. First off, we strongly advise against performing critical construction work yourself. If you decide to do some of this work after delivery and installation of the home, you are fully responsible for it. A manufactured home is an incredibly complicated product. We are organized to provide an affordable, yet high-quality product to our customers. The performance of our products critically depends on proper site preparation and a properly constructed foundation. Defects in those items may void our limited warranty and those of other suppliers.

You are responsible for carrying out routine maintenance of your home. Failing to do so may void our limited warranty and those of other suppliers. If you find defects in your home, you are responsible to take steps to minimize the damage.

Recommendations for Living in Your Home

It can be helpful to think of your home as a large, complex machine. To get the most out of a machine, you have to follow operational guidelines, avoid exceeding design limitations, and properly maintain it. If you do not do that, the machine may perform improperly, deteriorate prematurely, and become a health and safety hazard. A home is no different. Or you might want to think of your home as a family member. It's a "give-and-take" relationship, one you have to put something into in order to get something out of. You can't ignore or abuse the family member, and you have to look after the family member's health.

Before You Move In

The performance of your Home Visitors Council manufactured home depends critically upon proper preparation of the home site, proper construction of the foundation, proper setting of the home sections on the foundation and proper finishing of the manufactured home sections. If your home is not expertly set – on a firm level foundation – certain functions of your home will undergo undue stress or strain. This may result in expensive repair bills. It is appropriate for you to be aware of these crucial tasks that take place before you move into your home since you will be fully responsible for their proper execution.

Selection and Preparation of Site

Research your local building code and zoning requirements and any community rules if your home is to be located in a manufactured home community. Local zoning codes may establish criteria for where and how the home is positioned on the building site and may also require certain specific materials and features of the work performed at the site. These requirements may be more restrictive than the HUD code. If your home is located in a manufactured home community or park or in a subdivision with certain covenants, the community rules may also have an impact on siting, landscaping, permitted out-buildings, and other materials and features. Failure to conform to all of these specifications, restrictions and requirements can result in fines and penalties, including government orders to make changes or even dismantle or remove the home. It is your responsibility to ensure that all of the local building requirements are met and reflected in the contract between you and Home Visitors Council.

Proper Drainage

Your home site must be sloped to provide adequate storm drainage. Check your local building and zoning codes, which may specify slope requirements. All drainage at the home site must be diverted away from the home and a minimum slope of 1/2-inch per foot away from the foundation for the first ten feet is generally recommended. The site should be evenly graded with no depressions where surface water will accumulate.

Foundation

Minimum foundation construction details can be found in the installation manual and noted on the foundation drawing. As noted in the set-up manual, there may be unique aspects of your home site that require special standards developed by a professional engineer.

Utility Service

Utility service connections to your home must meet state and local codes. Electrical service should be completed and ready for connection at the site. A trained, competent, licensed electrician should make all permanent electrical connections to your home from the pole or underground power source and make certain that good, safe grounding procedures are followed. All site-installed gas pipe valves and connections should be installed by a qualified professional.

Set Up

The placement of a manufactured home on a permanent foundation is commonly called "setting" or "set up." It is traditionally viewed as having two components, which are usually performed by two different, specialized work teams or subcontractors. The first phase is the "rough set" in which the home sections, which have been transported

to the home site, are set on the foundation using a crane or roller beams. For pier foundations, the rough set crew may actually build the foundation unless the piers are over 67 inches high, then they must be designed by a registered professional engineer or architect. The rough set crew connects the home sections to the foundation and to each other, raises and connects any hinged roof assemblies, and may install dormers or gables, then sufficiently completes the flashing and roofing so that the interior of the home is protected from rain and snow. The rough set will be performed by employees of the manufacturer or subcontractor of the purchaser. Only an experienced set up crew should set your home to ensure that it is properly secured to the foundation and remains so. State or local codes may require that the home be set up by specially licensed persons.

After the setup of the home, Home Visitors Council or the designated installer will remove the hitch, axles, and tires from the home for reuse by HVC. If the home is eventually relocated, it will be your responsibility to have the steel frame restored to a condition permitting safe transportation.

The second phase is the “finish set” in which the finish set crew installs any doors which could not be installed in the factory, finishes the connection between home sections with drywall and moldings, repairs any cracks in the drywall which may have occurred during transport and rough set, adjusts any doors and windows which may have shifted during transport and set, and may complete the installation of siding which could not be installed at the factory. Again, this work will be performed by HVC employees or your subcontracted installation crew.

Appliances

The appliance manufacturer’s “operation and maintenance” booklet is included in the document binder that accompanies the home for all factory-installed appliances. Whether your appliances are factory-installed purchased by you from an appliance retailer, locate all of the “operation and maintenance” booklets, read them and file them for easy reference. Fill out all warranty cards and mail them immediately. Follow the appliance manufacturer’s instructions for placing the appliances in service, operating and maintaining them.

Your home’s electric system is equipped to handle all factory-installed equipment. If you install additional appliances, check with your local utility or a qualified electrician. Make certain that all your electrical appliances are properly grounded.

Water Heaters

Water heaters are equipped with thermostats to maintain the water at the desired temperature. The normal temperature setting is 120° F (a minimum 140° F setting is required for automatic dishwashers). They are also equipped with a temperature/pressure relief valve to prevent any danger should the thermostat fail.

Electric water heaters must be filled with water prior to turning on electric power in order to prevent damage to the heating element. Before installing an electric water heater, check power requirements against present capacity to prevent overloading.

Utility System Checks Prior to Move-In

The following tests must be performed before you move into your home:

Test	Normally Performed By
Water system	Manufacturer or subcontracted installer
Drainage system	Manufacturer or subcontracted installer
Gas piping system	Utility company
Electrical system	Licensed electrician

Using Your Home

You can apply many of the same tips and tricks you have already gained from living in a home of some kind to the proper use and care of your new home. There are some important things of which we want you to be aware, as described below.

Data Plate

A “data plate” is a common engineering name for a document that describes the essentials of a manufactured product. We place a “data plate” in each home, usually under the kitchen sink base cabinet or in the homeowner’s document binder. The data plate provides information on the place of manufacture, serial number, description of the home, certain critical design criteria, and a list of factory-installed equipment such as appliances.

Drawings and diagrams

Home Visitors Council has provided you with drawings and diagrams of your home's structural, mechanical, electrical, and plumbing systems. A copy of these drawings is included in your Homeowner Document binder. If you need additional copies, contact the Home Visitors Council service manager. Please be ready to provide the model identification and serial number of your home. There may be a charge for this service.

Homeowner insurance

You should contact an insurance company of your choice to evaluate your insurance needs and to obtain adequate insurance protection. You can buy protection not only after your home is set on the foundation, but while it is being transported from the factory to your home site and while it is under construction.

A good, manufactured home insurance program is similar to that for any site-built home and serves several purposes. Comprehensive physical damage coverage pays you for certain types of damage to your property. Liability coverage defends you against a lawsuit, if someone is injured on your property, and pays the injured person, if you are found liable.

Design loads

Building codes set the minimum structural forces which a building must be able to handle. These are called "design loads." You can think of them as the weight or pressure that a structural element or assembly like a floor, wall or roof must be able to handle. Such design loads are usually specified in terms of pounds per square foot (psf) or pounds per square inch (psi). For example, the standard manufactured home design criteria for a floor is 40 psf. Code requirements usually require that a structural element or assembly cannot deflect (bend) more than a specified distance when the design load is applied. For instance, a typical HUD code requirement for a floor is that it cannot deflect more than 3/4" in 22 1/2' when the design load is placed on it. See the data plate for important design load criteria.

Do not exceed the design loads for your home. How would you do that? Most importantly, do not overload your floors or roof. You might do that by having too many people gather in a room or on a porch or by placing too much heavy furniture or equipment resting on a small area. Some water beds might exceed design loads. Some types of solar, heating or cooling equipment placed on the roof could exceed the design load of the roof.

Most manufactured homes are never moved from their original location, but they are designed to be safely relocated. If you relocate your manufactured home, it is important that you determine that the design loads for your home are not exceeded by those required in the new location. Attend particularly to the wind and snow loads at the new location. In addition, the foundation at the new location may have requirements different than those in the original location.

Electrical System

Your home has been equipped with an electrical system to provide safe electrical service for all factory-installed appliances and lighting, plus the normal small appliances, lamps and computers that will be serviced from the various outlets throughout the home. CAUTION: there is always the possibility of overloading your system if additional appliances are installed. If there is any question regarding the ability of your system to handle an additional load, contact a competent electrician.

The receptacles in the bathrooms, adjacent to kitchen countertops, and on the exterior of your home are protected by a ground fault circuit interrupting device (GFCI). This device is highly sensitive to minute overloading and is intended to protect you from injury by disconnecting the circuit. The GFCI may be a part of the receptacle itself or it may be a special circuit breaker installed in the service panel. Should the GFCI develop a pattern of breaking the circuit without apparent reason, call a competent electrician to determine what is causing the problem. The device should be tested periodically to ensure that it is operating properly. Under no circumstances should the device be locked into the "on" position as this will destroy its protective capability. Your subcontracted installer must ensure that the grounding is completed by a certified electrician and meets all of the requirements of the local utility company, local electrical codes, and/or inspection, and the applicable edition of the National Electrical Code. All wiring and grounding must be performed by a qualified electrician and meet all of the above requirements.

The receptacles in the bedrooms of your home are protected by Arc Fault Protecting circuit breakers. These are electronic breakers designed to detect situations that might lead to personal injury and disconnect the circuit. As

with GFCI breakers, a pattern of breaking the circuit should be treated as the symptom of a problem with the same response.

Water supply

Water supply is to be available from a pressurized source of clear, safe water. In areas experiencing freezing temperatures, main supply pipes should be installed below the frost line.

Your home's water system is intended to operate properly at pressures not exceeding 80 pounds per square inch. If the water line pressure at the site of your home exceeds 80 psi, you must install a pressure regulating valve at the water inlet to your home in order to hold the pressure allowed into your system at a maximum of 80 psi.

A main water shut-off valve is installed at the time of hookup to the home's water inlet pipe. This shut-off valve enables the home's water supply systems to be shut off from the water source, for the purpose of making repairs or performing maintenance.

When closing your home for any extended period, the main water shut-off valve should be closed. During periods of absence when freezing might occur, the water system should be blown free of water by introducing compressed air into the lines. Open all faucets in the home.

Sewer system

Your home's drainage system must be connected to an approved sewage system. **WARNING:** Check local code requirements, if a septic system is planned.

During periods of extended absence when freezing might occur, allow all drain lines to drain dry. Pour one-half cup of non-alcohol base antifreeze into all drains, such as shower, tub, stool and sinks. This will prevent the water remaining in the traps, under these outlets, from freezing.

Heating and Cooling Equipment

The heating system in your home has been factory-installed but the cooling system has not. It is important to consult a qualified heating and cooling contractor prior to installation of any additional equipment. The homes have been designed to connect a heat pump and window cooling unit if you so choose.

Controlling Humidity

Excessive humidity in your home can result in condensation forming on walls, ceilings, and windows. In cold weather, condensation on a cold surface may actually turn into frost.

Excessive humidity in your home can be caused by either inadequate air circulation or inadequate ventilation to get rid of moisture generated by living in the home (cooking, bathing, etc.).

The following table shows what the relative humidity should not exceed in your home:

<i>Outside Air Temperature (F)</i>	<i>Maximum Inside Relative Humidity at 70° F. Inside Temperature</i>
-20 or below	15%
-20 to -10	20%
-10 to 0	25%
0 to 10	30%
10 to 20	35%
20 to 40	40%

A 1,500 sq. ft. home (which translates into about 12,000 cubic feet) of air space at 70° F. can safely hold about sixteen pints of water (in the form of water vapor). To show how quickly the air can reach the saturation point, the following examples show how much water vapor is released into your home in various activities, with the exhaust fan not used.

<i>Washing dishes.....</i>	<i>½ pint</i>
<i>Baths and showers</i>	<i>½ pint</i>
<i>Mopping floors.....</i>	<i>2 pints</i>
<i>Boiling foods</i>	<i>2 ½ pints</i>
<i>Unvented clothes dryer</i>	<i>Several pints per load</i>

It may be a good idea for you to purchase a humidity gauge, which is generally available in hardware or department stores, and is not very expensive.

If you do experience condensation, you should do some or all of the following things:

- Reduce the moisture content of the inside air. Allow moist inside air to get out and for dry outside air to get in. Open a window.
- Always use the bath vent fan when bathing.
- Install a vapor barrier over any exposed ground beneath your home.
- Install storm windows.
- Remove any snow from the roof which is blocking the roof vents (these allow any moisture in the attic to escape).
- Use an exhaust fan in the kitchen when cooking.
- Your clothes dryer **MUST** be vented to the outside of the home and foundation.
- Do not hang clothes to dry inside your home.
- Use lids on pans when cooking.
- Keep heat registers open and heat ducts clean.
- Be sure air is circulating throughout the home and that the furnace blower fan (if you have a forced air heating system) is properly oiled, with the blades or fins clean.
- Consider purchasing and using a dehumidifier.
- Be sure windows and doors are **NOT** covered with plastic, etc.
- You **MUST NOT USE** an unvented wood stove, kerosene heater or other fuel burning heater to help heat your home because these devices put a substantial amount of moisture into the inside air of your home.

Safety Features and Safe Living

Your physical well-being, perhaps even your life, may depend on familiarity with the safety features of your home and always acting in a safe manner. Please carefully read the following information. Also, please carefully read all of the safety-related information in the supplier brochures included in your Homeowner Document binder provided to you

Smoke detectors

Smoke detectors sense smoke in the initial stage of a fire and sound an alarm to alert the occupants. HUD code requires their installation in sleeping areas and in certain common living areas. Carefully read the smoke detector manufacturer's operating instructions, especially with regard to periodic testing and replacement of backup batteries.

Egress windows

Egress windows are easily and quickly unlocked and provide a sufficient opening for a fast exit in the event fire prevents exit through an entry door. There is at least one egress window in each bedroom. Every member of the household should become familiar with the location and operation of the egress windows.

Safety glazing

Safety glass has been installed in near floor-level windows.

Doors

The number of exit doors in your home is based on the HUD code, and typically varies with the size of the home. Each member of your household should become familiar with their location and how to open them.

Electrical service panel

A main service breaker is located in the electrical service panel and prevents current overload to the service panel.

The HUD code specifies that some electrical circuits must have special protection to reduce the likelihood of shock and electrocution. Ground Fault Circuit Interrupting (GFCI) and Arc Fault Protector circuits have special breakers and/or receptacles. It is critical that a competent electrician be involved in maintaining or altering these and other normal circuits.

Temperature and pressure relief valves

Factory installed water heaters have valves which automatically release water when temperature or pressure exceeds the valve design limits.

Fire, storm and earthquake drills

The safety features in your home are intended to reduce the likelihood of fire and personal injury. However, nothing can totally eliminate these risks or those that arise from carelessness, natural disasters and lack of preparedness. Every member of your household should practice fire prevention, be thoroughly familiar with exits and the procedures to follow in the event of damaging winds, earthquakes and other natural disasters.

Strategically placing one or more fire extinguishers in your home and operating and maintaining them in accordance with the manufacturer's instructions is always highly recommended by safety experts.

Important Health Notices

Air Quality

This home has been produced with composite wood products, or finished goods that contain composite wood products, which comply with the formaldehyde emission requirements of CFR 3280.308 and 40 CFR part 770. The government has established standards to reduce indoor air emissions from these products. All factory-installed materials used in your home meet those current standards regarding formaldehyde content. Eye, nose and throat irritation, headache, nausea, and a variety of asthma-like symptoms, including shortness of breath, have been reported as a result of formaldehyde exposure. Elderly persons and young children, as well as anyone with a history of asthma, allergies, or lung problems, may be at greater risk. Research is continuing on the possible long-term effects of exposure to formaldehyde and other indoor air pollutants.

Reduced ventilation resulting from energy efficiency standards may allow formaldehyde and other emissions to accumulate in the indoor air. Additional ventilation to dilute the indoor air may be obtained from a passive or mechanical ventilation system.

High indoor temperatures and humidity raise formaldehyde levels. When a home is to be located in areas subject to extreme summer temperatures, an air-conditioning system can be used to control indoor temperature levels.

If you have any questions regarding the health effects of formaldehyde, consult your doctor or local health department.

Mold

Molds are naturally present in the environment. Reduced ventilation in your home resulting from energy efficiency standards may allow molds to accumulate in the indoor air. Excessive moisture or water accumulation on surfaces in your home may lead to indoor mold growth.

Mold problems can be avoided by promptly cleaning up the mold and by addressing the indoor moisture or water problem.

It is important to take precautions to limit your exposure to mold because mold has been linked to a variety of health effects and symptoms. Molds produce allergens (substances that can cause allergic reactions), irritants and in some cases, potentially toxic substances.

Mold will grow on traditional construction materials such as drywall, ceiling tile, and other porous materials. Mold can damage these materials. According to the U.S. Environmental Protection Agency, the way to control mold growth in your home is to control moisture. If you suspect you have a mold problem or if you have any questions regarding the prevention or elimination of mold in your home, consult the U.S. Environmental Protection Agency's *Guide to Mold Moisture and Your Home* available at www.epa.gov/iaq/molds/moldguide.html or by contacting the U.S. Environmental Protection Agency. If you have any questions regarding the health effects of mold, consult your doctor or local health department.

Home Visitors Council

Limited One-Year Warranty

Introduction

Home Visitors Council, an Oregon non-profit corporation is referred to as the “Manufacturer” in the limited warranty described hereafter. Section A describes the protection which this Limited Warranty affords to the original consumer purchaser and any subsequent purchaser (the “Purchaser”). Section B defines the terms used in this Limited Warranty and sets forth the exclusions from the Limited Warranty. Section C sets forth warranty standards which will govern the interpretation and operations of the Limited Warranty.

THIS LIMITED WARRANTY INCLUDES A PROCEDURE FOR INFORMAL SETTLEMENT OF DISPUTES, INCLUDING ARBITRATION, WHICH WILL BE BINDING IF PERMITTED BY STATE LAW. YOU SHOULD READ THIS AGREEMENT IN ITS ENTIRETY IN ORDER TO UNDERSTAND THE PROTECTION IT PROVIDES, THE EXCLUSIONS APPLICABLE TO IT, AND THE WARRANTY STANDARDS WHICH WILL GOVERN ITS INTERPRETATION AND OPERATION.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

It should be understood by the Purchaser that every newly constructed home needs maintenance and that it is the Purchaser’s responsibility, not the Dealer’s or the Manufacturer’s, to maintain the home. Any damage or defect caused or worsened by neglect, abnormal use or improper maintenance and operation on the part of the Purchaser will not be covered by this Limited Warranty. This Limited Warranty does not cover any person or entity other than the original purchaser of the home. If the home is sold, the warranty does not transfer.

THE MANUFACTURER PROVIDES THIS LIMITED WARRANTY AS ITS EXCLUSIVE WARRANTY COVERING YOUR HOME. THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, WHICH ARE EXPRESSLY DISCLAIMED, EXCEPT WHERE DISCLAIMER OF SUCH WARRANTIES IS PROHIBITED BY LAW, IN WHICH EVENT ANY IMPLIED WARRANTIES SHALL TERMINATE ON THE SAME DATE AS THIS LIMITED WARRANTY.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

Section A: The Limited Warranty Program

1. Protection Provided

Commencing on the date of first occupancy by the original consumer purchaser and subject to the conditions listed herein, the Manufacturer warrants that for a period of one (1) year, your home will be free from defects in the Manufacturer’s materials or workmanship resulting in a nonconformity with the warranty standards set forth in Section C (the “Warranty Standards”) of this Limited Warranty. With respect to fixtures, appliances, and items of equipment, the warranty is for one (1) year or the duration of the manufacturer’s written warranty, whichever is less.

2. Manufacturer’s Responsibility and Purchaser’s Rights

If a defect in your home arises due to nonconformity with the Warranty Standards during the term of this Limited Warranty or the applicable manufacturer’s written warranty, whichever is less, the Manufacturer will repair, replace or pay you the reasonable cost of repairing or replacing the defective item. If a Major Structural Defect (as defined in Section B of this Limited Warranty) arises, the Manufacturer will repair, replace, or pay you the reasonable cost of repairing or replacing the defective item, limited to such actions as are necessary to restore load-bearing capability to the load-bearing components of the home and to repair those elements of the home damaged by the Major Structural

Defect which makes the home unsafe or unlivable (exclusive of the foundation and its components and other Dealer or purchaser installed items).

3. Conditions Affecting Manufacturer's Responsibility and Purchaser's Rights

In each instance the Manufacturer's responsibility is subject to the following:

- a. In the event of a warranty claim, the decision of whether to repair or replace a defective item, or to pay you the reasonable cost of repair or replacement, is solely the Manufacturer's.
- b. The Manufacturer's aggregate total liability is limited to and shall not exceed the purchase price, excluding tax, paid to the Manufacturer by the Dealer or original purchaser for the home.
- c. Actions taken to cure defects will not extend the periods of coverage specified in this Limited Warranty, or any other applicable manufacturer's warranty.
- d. When the Manufacturer finishes repairing or replacing a defective item, or prior to the Manufacturer paying you the reasonable cost of doing so, you must, if requested by the Manufacturer, sign and deliver to the Manufacturer a full and unconditional release of all legal obligations of the Manufacturer with respect to the defect.
- e. In the event the Manufacturer repairs or replaces or pays you the reasonable cost of the repair or replacement of any defective item covered by this Limited Warranty, the Manufacturer shall be subrogated to all of your rights of recovery therefore against any person or entity, and you agree to execute and deliver any and all instruments and papers and to take any and all other actions necessary to secure such rights, including, but not limited to, assignment of the proceeds of any other insurance or warranties to the Manufacturer. You shall do nothing to prejudice such rights of subrogation.
- f. This Limited Warranty provides coverage only in excess of coverage provided by other warranties or insurance, whether collectable or not.
- g. If a claim is resolved by the payment of cash in lieu of repair or replacement, the payment shall be made to or on behalf of you and any mortgagees (or their successors), as your interests may appear. The Manufacturer shall not have any obligation to make payment jointly to the Purchaser and Mortgagee, where the Mortgagee has not notified the Manufacturer in writing of its security interest in the home prior to the payment of the claim. A Mortgagee shall be completely bound by any agreement, conciliation or arbitration accepted by the Purchaser relating to a claim hereunder.
- h. Written notice of a defect in any item under this warranty must be received by the Manufacturer not later than thirty calendar days after the date on which the warranty on that item expires.

4. How to Make a Warranty Claim; Dispute Settlement

- a. Carefully read and review this Limited Warranty and the Warranty Standards (Section C below) contained herein to determine whether the defect is covered.

- b. NOTICE TO YOUR DEALER

If you have a complaint which you believe is covered by this Limited Warranty, you should send a clear and specific notice of the complaint to your Dealer.

- c. NOTICE TO THE MANUFACTURER; TIME OF NOTICE

If notice to the Dealer does not result in satisfaction within a reasonable time, or if the Manufacturer is the Dealer, Manufacturer should then be given written notice of the complaint by certified mail to the attention of the Service Manager, return receipt requested, as follows: [insert name of co, address, ATTN: Service Manager] **PLEASE NOTE THAT THE MANUFACTURER MUST RECEIVE A WRITTEN NOTICE OF CLAIM WITHIN (30) THIRTY DAYS AFTER THE EXPIRATION OF THE WARRANTY PERIOD, OR THE NOTICE WILL NOT BE HONORED AND VOID.** Your notice to Manufacturer must include:

- (1) The Dealer's name and address or in the case the Manufacturer is the Dealer the Manufacturer's name and address;
 - (2) Your name, address, phone number (both home and work), and, if you prefer to receive electronic communications, your email address;
 - (3) A specific description of the defect with particularity;
 - (4) The page and section number from this Limited Warranty containing the applicable Warranty Standards(s); and
 - (5) A copy of your written notice to the Dealer, if the Manufacturer is not the Dealer.
- d. DEFECT INVESTIGATION AND INFORMAL RESOLUTION

Upon receipt of your written notice, the Manufacturer will begin an investigation of your claim. It may be necessary to visit your home and view the defect prior to scheduling a repair or replacement or make any offer to reimburse you for the reasonable cost of repair or replacement. Where a claimed defect is filed that cannot be observed or determined under normal conditions, it shall be the Purchaser's responsibility to substantiate the existence of a defect. If the Manufacturer determines that the defect is covered under this Limited Warranty, the Manufacturer will schedule the repair or replacement of the defect or make payment for the reasonable cost of repair or replacement and reasonably endeavor to do so within sixty (60) calendar days of your written notice, subject to availability of contractors and agents. Certain types of repairs and replacements cannot be undertaken under winter or other inclement or adverse weather conditions, in which case the scheduled repair or replacement may not be completed within the desired sixty-day period. If the Manufacturer determines that the defect is not covered, the Manufacturer will inform you of that decision and the reasons therefore in writing within sixty calendar days of your written notice.

e. DISPUTE RESOLUTION – STATE SERVICES

Many states have a consumer assistance or dispute resolution program that homeowners may use to resolve problems with manufacturers, retailers, or installers concerning defects in their manufactured homes that render part of the home unfit for its intended use. Such state programs may include a process to resolve a dispute among a manufacturer, a retailer, and an installer about who will correct the defect. In states where there is not a dispute resolution program that meets the federal requirements, the HUD Manufactured Home Dispute Resolution Program will operate. These are "HUD-administered states." The HUD Manufactured Home Dispute Resolution Program is not for cosmetic or minor problems in the home.

You may contact the HUD Manufactured Housing Program Office at (202) 708–6423 or (800) 927–2891 or visit the HUD website at www.hud.gov to determine whether your state has a state program or whether you should use the HUD Manufactured Home Dispute Resolution Program. Contact information for state programs is also available on the HUD website. If your state has a state program, please contact the state for information about the program, how it operates, and what steps to take to request dispute resolution. When there is no state dispute resolution program, a homeowner may use the HUD Manufactured Home Dispute Resolution Program to resolve disputes among the manufacturer, retailer, and installer about responsibility for the correction or repair of defects in the manufactured home that were reported during the 1-year period starting on the date of installation. Even after the 1-year period, manufacturers have continuing responsibility to review certain problems that affect the intended use of the manufactured home or its parts, but for which correction may no longer be required under federal law.

f. DISPUTE RESOLUTION – ADDITIONAL INFORMATION – HUD PROGRAM

The steps and information outlined below apply only to the HUD Manufactured Home Dispute Resolution Program that operates in HUD-administered states, as described under the heading "Dispute Resolution Information" in this manual. Under the HUD Manufactured Home Dispute Resolution Program, homeowners must report defects to the manufacturer, retailer, installer, a State Administrative Agency, or HUD within 1 year after the date of the first installation. Homeowners are encouraged to report defects in writing, including, but not limited to, email, written letter, certified mail, or fax, but they may also make a report by telephone. To demonstrate that the report was made within 1 year after the date of installation, homeowners should report defects in a manner that will create a dated record of the report: for example, by certified mail, by fax, or by email. When making a report by telephone, homeowners are encouraged to make a note of the phone call, including names of conversants, date, and time. No particular format is required to submit a report of an alleged defect, but any such report should at a minimum include a description of the alleged defect, the name of the homeowner, and the address of the home. Homeowners are encouraged to send reports of an alleged defect first to the manufacturer, retailer, or installer of the manufactured home, or a State Administrative Agency. Reports of alleged defects may also be sent to HUD at: HUD, Office of Regulatory Affairs and Manufactured Housing, Attn: Dispute Resolution, 451 Seventh Street, SW., Washington, DC 20410–8000; faxed to (202) 708–4213; e-mailed to mhs@hud.gov or reported telephonically at (202) 708–6423 or (800) 927–2891. If, after taking the steps outlined above, the homeowner does not receive a satisfactory response from the manufacturer, retailer, or installer, the homeowner may file a dispute resolution request with the dispute resolution provider in writing, or by making a request by phone. No particular format is required to make a request for dispute resolution, but the request should generally include the following information:

- (1) The name, address, and contact information of the homeowner;
- (2) The name and contact information of the manufacturer, retailer, and installer of the manufactured home;
- (3) The date or dates the report of the alleged defect was made;
- (4) Identification of the entities or persons to whom each report of the alleged defect was made and the method that was used to make the report;
- (5) The date of installation of the manufactured home affected by the alleged defect; and
- (6) A description of the alleged defect.

Information about the dispute resolution provider and how to make a request for dispute resolution is available at <http://www.hud.gov> or by contacting the Office of Manufactured Housing Programs at (202) 402-2698 or (800) 927-2891.

A screening agent will review the request and, as appropriate, forward the request to the manufacturer, retailer, installer, and mediator. The mediator will mediate the dispute and attempt to facilitate a settlement. The parties to a settlement include, as applicable, the manufacturer, retailer, and installer. If the parties are unable to reach a settlement that results in correction or repair of the alleged defect, any party or the homeowner may request nonbinding arbitration. Should any party refuse to participate, the arbitration shall proceed without that party's input. Once the arbitrator makes a non-binding recommendation, the arbitrator will forward it to the parties and HUD. HUD will have the option of adopting, modifying, or rejecting the recommendation when issuing an order requiring the responsible party or parties to make any corrections or repairs in the home. At any time before HUD issues a final order, the parties may submit an offer of settlement to HUD that may, at HUD's discretion, be incorporated into the order.

In circumstances where the parties agree that one or more of them, and not the homeowner, is responsible for the alleged defect, the parties will have the opportunity to resolve the dispute outside of the HUD Mediation and Arbitration process by using the Alternative Process. Homeowners will maintain the right to be informed in writing of the outcome when the Alternative Process is used, within 5 days of the outcome. At any time after 30 days of the Alternative Process notification, any participant or the homeowner may invoke the HUD Manufactured Home Dispute Resolution Program and proceed to mediation. The HUD Manufactured Home Dispute Resolution Program is not a warranty program and does not replace the manufacturer's or any other warranty program.

g. ARBITRATION

If you disagree with the Manufacturer's decision that a defect is not covered by this warranty, or if you disagree that the Manufacturer's repair or replacement corrected the claimed defect, or if you disagree with the Manufacturer's written offer to pay you the reasonable cost of repair or replacement, or if you disagree with the results of the dispute resolution services provided by your state or the HUD Manufactured Home Dispute Resolution Program, you have (30) thirty days to notify the Manufacturer of your disagreement in writing. In such event, disputes shall be submitted for arbitration to the American Arbitration Association (AAA), Arbitration Services of Portland (ASP), or such other independent arbitration service as may be designated by the Manufacturer, for resolution in accordance with the rules and regulations of the AAA or such other service. Such arbitration shall be a condition precedent to the commencement of any litigation arising out of or connected with the rights and obligations created by this Limited Warranty. **YOU MAY NOT FILE SUIT AGAINST THE MANUFACTURER UNDER THE MAGNUSON-MOSS WARRANTY ACT UNTIL YOUR CLAIM HAS BEEN SUBMITTED TO ARBITRATION AND A DECISION HAS BEEN REACHED. HOWEVER, THIS LIMITATION MAY NOT APPLY TO YOU UNDER THE LAWS OF YOUR STATE AND YOU MAY BE ABLE TO FILE SUIT UNDER STATE LAW WITHOUT FIRST ARBITRATING YOUR CLAIM.**

You must pay the initial filing fee for arbitration when filing a claim. If the arbitrator finds in your favor, the amount advanced by you will be returned to you. Should a split decision occur, the cost would be divided on a pro-rata basis, by the arbitrator. Within twenty (20) days of receipt of the arbitration award (the "Award"), by the parties, any party may request an appeal of the Award. A request for appeal must be sent, together with the appropriate administrative fee, to the Manufacturer, with copies of the request simultaneously being sent to all other parties. Upon receipt of the request for appeal and the appropriate administrative fee, the

Manufacturer will forward the application to the AAA, or other service for administration. The AAA, or other service, will appoint an Appellate Arbitrator, in accordance with its procedures, to review the matter, and visit the home and view the subject matter of the Purchaser's complaint. Within ten (10) days of receipt of notice of appeal from the AAA, or other service, the other parties must deliver a written reply to the appeal to the AAA, or other service, and simultaneously send it to all other parties. The AAA, or other service, will transmit copies of the notice of appeal and the reply to the Appellate Arbitrator. The Appellate Arbitrator will schedule an additional hearing at the subject home, notice of which must be given to the parties at least thirty (30) days in advance. The Appellate Arbitrator shall render a decision regarding the application for appeal within ten (10) days from receipt of application for appeal and reply, if no party wishes a site hearing, or within twenty (20) days after the site hearing. The Appellate Arbitrator may not review any new or different complaints but may modify or change the Award if he or she finds that the Award exceeds or does not meet the scope of the Limited Warranty. The AAA, or other such party, will notify all parties of the decision of the Appellate Arbitrator, which will be final. The Manufacturer agrees to be bound by the final award of arbitration or appellate arbitration, as applicable, in all states. Judgment upon the final award rendered in arbitration may be entered in any court having jurisdiction in those states where such arbitration is binding upon all parties thereto.

h. CHOICE OF LAW

This warranty and any dispute involving this Limited Warranty shall be governed by and construed according to the laws of the State of Oregon.

i. ACCEPTANCE OF DECISION

If you accept the arbitration decision in those states where arbitration is not binding, you must sign a copy which will be provided for this purpose and return it to the Manufacturer within thirty days of its date. The Manufacturer will then perform as required by the decision, but the Manufacturer will not be responsible for damages caused or made worse by your delay in accepting the decision. If the decision gives the Manufacturer a limited amount of time to perform, the time allowed will be measured from the date the Manufacturer receives your acceptance of the decision. Sixty (60) days will be the standard time for compliance.

j. RIGHT OF ACCESS

You must provide the Manufacturer with a reasonable weekday access during normal business hours in order to perform its obligations under this Limited Warranty. Failure by you to provide such access may relieve the Manufacturer of its obligations under this Limited Warranty.

5. Legal Actions

This Limited Warranty provides a procedure for you to give notice to the Manufacturer of potential claims, to have an inspection at no cost to you, and to give the Manufacturer an opportunity to fulfill its obligations hereunder. If you institute legal proceedings against the Manufacturer for any obligation arising or claimed to have arisen under this Limited Warranty prior to giving the Manufacturer the proper notices and opportunities to cure provided under this Limited Warranty, you agree to indemnify the Manufacturer for all costs and expenses of such litigation, including reasonable attorneys' fees, regardless of whether you have an otherwise legitimate claim under this Limited Warranty. For the purposes of this Limited Warranty, litigation shall include arbitration proceedings. No action to enforce this Warranty may be brought after twelve (12) months from the expiration of the warranty term.

6. General Terms and Conditions Affecting this Limited Warranty

The following terms and conditions of general applicability will govern the interpretation and operation of this Agreement.

- a. The Manufacturer hereby assigns to you all manufacturers' warranties on products included in the sales price of your home.
- b. This Limited Warranty is separate and apart from and cannot be affected by your contract with the Dealer. It cannot be altered or amended in any way by any other agreement which you may have.
- c. All notices required under this Limited Warranty must be in writing and sent by certified mail, postage prepaid, to the Manufacturer, to the attention of the Service Manager.

- d. Should any provision of this Limited Warranty be determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.
- e. This Limited Warranty is binding on the Manufacturer and Purchaser and Purchaser's heirs, executors, administrators, successors, and assigns.
- f. This Limited Warranty shall be interpreted and enforced in accordance with the laws of Oregon.
- g. This Limited Warranty cannot be modified, altered, or amended in any way except by a formal written instrument signed by all of the parties hereto.
- h. If performance by the Manufacturer of any of its obligations under this Limited Warranty is delayed by an event not resulting from its own conduct, such performance will be excused until the delaying effects of the event are remedied. Such events include acts of God or the common enemy, war, riot, civil commotion, sovereign conduct, or acts by persons who are not parties to this Limited Warranty.
- i. Whenever appropriate, it is intended that the use of one gender in this Limited Warranty includes all genders and the use of the singular includes the plural.

Section B: Definitions and Exclusions

1. Definitions

For the purposes of this Limited Warranty, the following terms shall have the meanings set forth herein.

- a. Purchaser: The purchaser shall include the first consumer purchaser of the home under this Limited Warranty and any and all successors in title, lessees having a leasehold interest in the home of at least fifty years and a mortgagee in possession of the home.
- b. Manufacturer: Home Visitors Council, an Oregon non-profit corporation – 888 Garfield St, Eugene, OR 97402.
- c. Dealer: Entity which sold the home to the first Purchaser.
- d. Effective Date of Warranty: The date of first occupancy by the Purchaser.
- e. Home: A single family dwelling.
- f. Major Structural Defects: Only actual physical damage to the following specified load-bearing segments of the home, caused by a failure of such segments which affects their load-bearing functions to the degree that the home becomes unsafe or unlivable:
 - (1) roof framing members and systems (rafters and trusses);
 - (2) floor systems (joists);
 - (3) bearing walls and partitions;
 - (4) columns;
 - (5) lintels;
 - (6) girders;
 - (7) load-bearing beams

NOTE: Foundation systems and footings are excluded because they were not installed by the Manufacturer.

Examples of non-load-bearing elements which will be deemed not to have a Major Structural Defect potential and therefore become excluded are:

- (1) non-load-bearing partitions and walls;
- (2) wall tile or paper, etc.;
- (3) plaster, laths, or drywall;
- (4) flooring and sub-flooring material;
- (5) brick, stucco, stone or veneer;
- (6) any type of exterior siding;
- (7) roof shingles, sheathing and tar paper;
- (8) heating, cooling, ventilating, plumbing, electrical, and mechanical systems;
- (9) appliances, fixtures, or items of equipment;
- (10) doors, trim, cabinets, hardware, insulation, paint, and stains;
- (11) decks, porches, and chimneys.
- g. Cooling, Ventilating, and Heating Systems: All ductwork, refrigerant lines, steam and water pipes, registers, convectors, and dampers, some of which may not be included in the Manufacturer's products.

- h. Plumbing Systems: All pipes (supply and waste) and their fittings, including septic tanks and their pipe drain fields, as well as gas supply lines and vent pipes, some of which may not be included in the Manufacturer's products.
- i. Electrical Systems: All wiring, electrical boxes, and connections, up to the public utility connection.
- j. Fixtures, Appliances, and Items of Equipment, including Attachments and Appurtenances: Water heaters, pumps, refrigerators, compactors, garbage disposals, stoves and ranges, microwaves, dishwashers, washers and dryers, bathtubs, showers, sinks, commodes, faucets and valves, lights and fixtures, switches, outlets, circuit breakers, thermostats, furnaces and oil tanks, humidifiers, oil purifiers, ventilating fans, air conditioning materials, in-house sprinkler systems, and similar items.
- k. Warrantor: The Manufacturer.

2. Exclusions

All aspects of the home constructed or furnished by your Dealer or any claims that arise out of your Dealer's acts or omissions are excluded from this warranty protection and are not the responsibility of the Manufacturer (including foundations and systems, as well as piping, wiring, duct work, attached garages and detached garages which were not installed by the Manufacturer), unless the Manufacturer is also the Dealer.

The following are not covered by this Limited Warranty:

- a. Any defect which does not result in actual physical damage or loss.
- b. All incidental and consequential damages, including but not limited to the cost of shelter, transportation, food, moving, storage, or other expenses related to relocation during repairs. Some states do not allow the exclusion or limitation of incidental and consequential damages, so the above exclusion or limitation may not apply to you.
- c. Personal property damage or bodily injury.
- d. Loss or damage caused directly or indirectly by insects, birds, vermin, rodents, or wild or domestic animals.
- e. Any loss or defect which arises when the home is used primarily for nonresidential purposes.
- f. Loss or damage caused by soil movement, including subsidence, expansion, or lateral movement of the soil (excluding flood and earthquake) which is covered by any other insurance or for which compensation is granted by legislation.
- g. Normal deterioration or normal wear and tear.
- h. Any deficiencies in or damage caused by material or work supplied by anyone other than the Manufacturer or its employees, agents, or subcontractors. **Your Dealer is not an employee, agent, or subcontractor of the Manufacturer.**
- i. Damages or losses not caused by a defect in construction of the home by the Manufacturer or its employees, agents, or subcontractors, but resulting from accidents, riots, civil commotion, acts of terrorism, nuclear hazards, acts of God or nature, including but not limited to fire explosion, blasting, smoke, water escape, wind storms, hail, lightning, falling trees, aircraft, vehicles, flood, mud slides, sink holes, faults, crevices, earthquake, including land shock waves or tremors before, during or after a volcanic eruption.
- j. Loss or damage resulting from the Purchaser's failure to minimize or prevent such loss or damage in a timely manner.
- k. Loss or damage to or resulting from defects in outbuildings or any other improvements not a part of the home itself.
- l. Loss or damage to real property which is not part of the home (land is not considered a part of the home) covered by this Limited Warranty.
- n. Loss or damage resulting from, or made worse by, modifications or additions to the home made after commencement of the term of this Limited Warranty (other than changes made in order to meet the obligations of this Limited Warranty).
- o. Loss or damage resulting from, or made worse by, moisture, dampness, condensation, mold, or heat build-up caused by failure of the Purchaser to maintain proper ventilation.
- p. Any defect, damage or loss which is caused or made worse by the failure of the Purchaser to notify the Dealer or Manufacturer of any defect within a reasonable period of time or later than thirty days after the expiration of the applicable warranty period.
- q. Any defect, damage or loss which is caused or made worse by failure of anyone other than Manufacturer or its agents, employees, or subcontractors to comply with the manufacturer's warranty requirements concerning appliances, fixtures, or items of equipment.

- r. Loss or damage resulting from or aggravated by negligent maintenance or operation of the home and its systems by anyone other than the Manufacturer or its employees, agents or subcontractors.
- s. Loss or damage resulting from a condition not resulting in actual physical damage to the home, including uninhabitability or health risk due to the presence or consequences of unacceptable levels of radon, formaldehyde, mold, carcinogenic substances, or other pollutants and contaminants; or the presence of hazardous or toxic materials.
- t. Loss or damage caused directly or indirectly by flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these (whether or not driven by wind), water which backs up from sewers or drains, changes in the water table which were not reasonably foreseeable, or water below the surface of the ground (including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool, or other structure), wetlands, springs or aquifers.
- u. Violations of local building codes or ordinances of which the Manufacturer was not advised prior to construction by the Dealer or Purchaser.
- v. Damage or defects caused by shipment/transportation and/or installation when such activities are not part of the contract between the Dealer and Manufacturer.
- w. Any loss or damage resulting from the weight and/or performance of any type of waterbed or any other furnishings excessive in weight for which the home was not designed.
- x. Loss or damage resulting from or made worse by changes in the grading of the property.
- y. Any damage resulting from any defect which is covered by other insurance or for which recovery is granted by legislation.

Section C: Warranty Standards

1. Purpose of the Standards

This Section establishes the Warranty Standards for determining whether your home has a defect which is covered by this Limited Warranty and the obligation of the Manufacturer to correct any defect. Where specific standards and obligations are not set forth, the standard shall be the accepted industry practice for workmanship and materials.

2. Conditions Applicable

The applicability of the Warranty Standards is conditioned upon the fact that all materials and structures connected to the home but not provided by the Manufacturer are constructed in compliance with all local building codes.

3. Additional Conditions: Purchaser's Responsibility

The applicability of these warranty standards is further conditioned upon the purchaser's proper maintenance of the home to prevent damage due to neglect, abnormal use, or improper maintenance.

4. Standards

Refer to pages 18-28 for homeowner maintenance comments and warranty standards.

Date: _____

Purchaser: _____

Name: _____

Print: _____

Maintaining Your Home

If you have previously owned a home, you are probably familiar with routine maintenance. However, if you have been renting, you are going to go through a little “culture shock.” Most landlords want to perform all the maintenance on a home. If you had a problem you called the landlord. Well, now you are the landlord. It is your responsibility to perform all routine maintenance, not Home Visitors Council’s. There may be some things that you don’t even think of as maintenance, but in fact are. The following are some tips for important maintenance. Be sure to look at all of the brochures and documents and the list of manufacturers’ phone numbers in your Homeowner Document Package. Many contain instructions for additional routine maintenance.

Carpentry Maintenance and Warranty Standards

Homeowner Maintenance

You may have walls which bulge, bow or are out-of-plumb. This is to be expected to an extent, all interior and exterior walls have minor differences.

Warranty

Walls bowing more than 1/4-inch within 32-inch measurement (floor to ceiling or wall-to-wall) will be repaired.

Limitations

This warranty does not cover:

- Repair of walls bowing less than 1/4-inch within a 32-inch measurement.

- Costs of installation, removal, or reinstallation, or for the natural characteristic of some wood to split, warp or twist, or damage caused by physical abuse, acts of God, acts of war, or other chemical or biological factors.

- Restoration of repaired areas to any condition other than to the original surface supplied to your home.

Insulation Maintenance and Warranty Standards

Homeowner Maintenance

If you feel your home has inadequate insulation, this warranty assures that your insulation will meet the applicable energy code requirements, and, if the contract between you and the Manufacturer provides for additional insulation, then that higher requirement will be met.

You may experience air infiltration from electrical outlets. Electrical connection boxes are backed by the exterior wall, which may cause air infiltration. This is common in new construction.

Warranty

Manufacturer will install sufficient insulation to meet the applicable code requirements or a higher requirement if included in the written contract with the Manufacturer.

Limitations

This warranty does not cover:

- Damage to the products caused by alteration after completion of their installation, whether such alteration be by structural additions, changes, replacements or by equipment installation.

- Defects, failure, or damage caused by materials adjacent to the insulation.

- Defects to or failure of the insulation space arising from water or humidity intrusion caused by improper maintenance or repair to plumbing, structural, barrier, electrical, heating, ventilation, cooling, or other building systems.

Roofing Maintenance and Warranty Standards

Homeowner Maintenance

The roof should not leak, and no leaks should arise from flashings, except where snow and ice are allowed to build up. Prevention of snow and ice buildup is the Purchaser's responsibility.

Excessive snow build-up must be removed from shingled roofs. Failure to remove snow can cause serious damage to the interior of your home. If snow is not removed, the bottom layer of snow will melt, creating water run-off, which builds into ice dams at the roof's edge where there is less heat. Water will back up behind these dams and flow over the top of the flashing (under the shingles) into the attic, through the insulation, causing substantial damage.

If you fail to remove the snow and an ice dam does form, openings must be made in the ice to allow the water to run off. When chipping away the ice be careful not to damage the roof.

Check shingled roofs for loose shingles and ridge caps, and re-nail any found to be loose. Check and caulk vent stacks where necessary.

Gutters are not factory-installed, but we recommend their installation on-site for multi-section homes. Gutters and leaders should not leak, however during heavy rains overflow should be expected. Remove leaves from gutters periodically. Check gutter seams and caulk where required.

Purchaser is responsible for keeping gutters and leaders open and free from debris.

The attic and roof ventilation has been designed to meet The Federal Manufactured Housing Construction and Safety Standards ("HUD Code") controls.

Warranty

All roof and flashing leaks not caused by snow and ice buildup or other neglect by the purchaser or by construction activities which are not part of the contract with the Manufacturer will be repaired.

Gutters and leaders are not provided by the Manufacturer. Leaks in gutters will be repaired by Manufacturer only if resulting from errors or omissions by Manufacturer.

If attic or roof ventilation is found to be insufficient, corrections will be made to meet the HUD Code requirements.

Manufacturer is not responsible for color variations.

Limitations

This warranty does not cover:

- Penetrations of the roofing system for installation of rooftop appurtenances (solar panels, satellite dishes, stovepipes, etc.), structural changes, or other alterations to the roof after application of the shingles.

- Deterioration or distortion caused by moss, mold, mildew, or other vegetation, organic compounds, paints, chemicals, or similar materials.

- Violent or unusual weather conditions, such as flooding, tornadoes, hailstorms, winds in excess of Wind Speed Limits, or other "Acts of God".

Siding & Caulking Maintenance and Warranty Coverage

Homeowner Maintenance

Our standard specification includes factory installation of Hardie Plank Siding on all exterior walls. For fiber-cement siding, annually check and re-caulk as necessary, especially joints between siding and the trim around doors and windows. Re-paint every five years or on the schedule recommended by the siding manufacturer. Wash periodically with a mild detergent to remove potential areas of mold and mildew.

Separation between siding, masonry and trim should not exceed 3/8 inch. Siding, trim and masonry should be capable of excluding the elements.

Even if vents are installed according to the HUD Code, driving snow or rain may enter. This is not a defect.

You may experience wall leaks due to caulking shrinkage. All caulking shrinks and replacement is Purchaser's maintenance item.

You may experience delamination of siding. It is the responsibility of the purchaser to provide proper maintenance.

Some fading of the paint and stain is normal and is caused by weathering and the effects of ultraviolet radiation in sunlight. Varnish or lacquer on exterior wood, composite or cementitious siding will deteriorate quickly and is not covered by this Limited Warranty. Mildew and fungus on siding are caused by climatic conditions or nearby bodies of water and are not covered by this Limited Warranty.

Cracks in stucco wall finishes are common and should be expected within certain tolerances.

Warranty

Any separation in the siding that exceeds the allowed gap will be repaired by caulking or other methods.

Corrections will be made to meet the HUD Code requirements if initial installation was not up to those standards.

All junctions and separations of wall surfaces will be re-caulked once to prevent water leakage.

Delaminations or joint separations will be repaired, and new areas only will be repainted.

Manufacturer is not responsible for color variations.

Defective areas will be corrected and if the deterioration affects 75% of a wall, the entire area will be refinished, matching color as closely as possible.

Cracks in stucco wall finishes in excess of 1/8-inch in width will be repaired once.

Limitations

This warranty does not cover:

- Efflorescence, peeling or performance of any third-party paints, stains and/or coatings.

- Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or non-exposed surfaces).

- Defects due to lack of proper maintenance.

Windows & Doors Maintenance and Warranty Coverage

Homeowner Maintenance

Some warping, especially of exterior doors is normal and is caused by surface temperature changes. Such warping, however, should not cause the doors to become unusable or allow entrance of the elements, and should not exceed 1/4-inch measured corner to corner diagonally.

Expansion and contraction of door panels is normal and may cause unfinished surfaces to appear.

Some splitting of the door panels is normal and should be expected within certain tolerances.

Factory-installed windows and doors are caulked, and, where appropriate, insulated at the factory. Vibration during transportation and setup and the strains caused by the normal settling of the foundation may open some seams. Check and re-caulk seams after setup and then periodically as the foundation settles.

You should inspect your property and bring any glass breakage to Home Visitors Council's attention prior to occupancy. Breakage is not covered by this Limited Warranty.

Door lock mechanisms may be lubricated with powdered graphite.

Condensation and frost on windows are caused by climatic conditions and living habits of the purchaser and are not covered by the Limited Warranty.

Some drafts around windows and doors are normal.

Warranty Coverage

Defective doors will be repaired or replaced, and the finish matched as closely as possible.

If the door panel split allows the entrance of light, it will be repaired, matching the finish as closely as possible.

Home Visitors Council's installation team or your subcontracted installer will check and reset doors after setup to ensure that door latch bolts and strikes are aligned. Re-alignment may be necessary in future years as the foundation settles.

Windows that do not function properly will be repaired as required.

Defective weather-stripping and badly fitted doors and windows will be repaired, adjusted, or replaced.

Limitations

This warranty does not cover:

- Normal wear and tear, aging, weathering, or corrosion due to lack of product maintenance, misuse, abuse, or lack of use of operable product (vents/sash should be opened and closed monthly).

- Glass breakage, blemishes, scratches, or other imperfections allowable for Quality 3 glass per ASTM C 1036; or reflection of sunlight off the product.

- Alterations or modifications of the product or components, such as field mulls, reinstallation, application of tints, films, sealant, caulk, or paint finishes; installation of security systems or window coverings; environmental or applied elements that exceed the tolerances of the product or its components' performance ratings.

- Any application of force or materials, such as power washing or the use of harsh chemicals such as brick wash, acids, salts, abrasive cleaners, or solvents; acts of nature, or any other condition or cause beyond manufacturer's control.

- Repair or replacement of doors which warp less than 1/4-inch, measured corner to corner diagonally.

Interiors Walls & Trim Maintenance and Warranty Coverage

Homeowner Maintenance

The interior of your home is constructed with gypsum wallboard which is taped and mudded in the factory. If the wallboard is taped and mudded, it is painted with one coat of latex primer paint containing a vapor barrier.

Some separations in moldings between moldings and adjacent surfaces (including casing, base, etc.) are normal and should be expected within certain tolerances.

Hairline cracks and seam or tape cracks on the walls and ceiling, along with other slight imperfections are normal and should be expected within certain tolerances during the settling of the foundation and with the changes of weather and moisture conditions, especially during the first year.

Factory-installed drywall is glued to the underlying trusses, studs, and plates. Drywall on walls is also fasted with appropriate screws or nails. Nail and screw “pops” are common and are caused by the contraction and expansion of lumber products. They are beyond Manufacturer’s control and are not covered by this Limited Warranty. Heating should be gradually introduced into the home in order to minimize “pops.” Our “glue AND fasten” process reduces the likelihood of pops, but some are still likely over time.

Warranty

Home Visitors Council will arrange for additional drywall finishing and paint touch up after setup of the home and to repair normal stress cracks which occur during transportation and set up.

Molding separation in excess of 1/4-inch will be repaired by caulking or other methods.

Cracks exceeding 1/8-inch in width will be repaired once. Repair of drywall stress cracks any less than that width are considered routine maintenance repairs and are not the responsibility of Home Visitors Council. Many local building supply stores provide classes in drywall maintenance.

Only the affected area will be repainted unless the majority of a wall is affected. Color will be matched as closely as possible.

Limitations

This warranty does not cover:

- Cracks arising from shrinking and swelling, or minor settlement cracks 1/8-inch or less in width.

- Paint colors other than originally used by Home Visitors Council.

- Claims related to mold, mildew, algae, fungus, bacteria, or other conditions involving organic growth.

- Damage caused by animals or insects.

Flooring Maintenance and Warranty Coverage

Homeowner Maintenance

Your home may have uneven joints in wooden floors or floorboards. Squeaks and loose sub-flooring are usually passing conditions caused by lumber shrinkage or temperature changes and are not covered by this Limited Warranty unless caused by a defective joist in the floor system or defective element of the steel frame.

Some separation between finished floorboards is normal and should be expected within certain tolerances.

You may experience some fasteners popping through resilient flooring. Only fasteners which have broken through the floor covering will be repaired.

Sub-floor imperfections causing minor ridges or indentations are common and should be expected within certain tolerances.

Your floor covering may become loose or bubbles may form.

Minor gaps in seams of resilient coverings are common and should be expected within certain tolerances.

When Purchaser installs flooring and covering, sub-floor preparation is Purchaser's responsibility. If sub-floor repairs are to be made when the Purchaser installed floor covering, the removal and replacement of the floor covering is Purchaser's responsibility.

Warranty

Uneven joints resulting in ridges or indentations exceeding 1/4-inch within a 32-inch area (measuring perpendicular to the ridge or indentation) will be repaired.

Floorboard separations exceeding 1/4-inch in width will be repaired by filling or repairing at Manufacturer's option.

The fastener pops will be repaired, and the covering repaired or replaced in the area damaged.

Ridges or indentations in excess of 1/8-inch (measured with a straight edge perpendicularly over the ridge and the deflections measured no more than 3 inches from the ridge) will be repaired and affected floor covering will be repaired or replaced.

The affected loose or bubbled floor covering area will be repaired or replaced.

Gaps in seams in excess of 1/8-inch will be repaired or replaced at the affected area.

Manufacturer is not responsible for discontinued patterns or colors or for variations in color.

Limitations

This warranty does not cover:

- Damage due to adhesives or tape, scratches, gouges, scuffs, punctures, cuts, indentations, burns, accidents, lack of proper furniture rests, rolling and/or non-foot traffic, or any intentional misuse of the product.

- Tears, rips, or indentations not noted to Home Visitors Council prior to moving in.

- Cracking, warping, soiling, fading, improper maintenance or abuse caused by non-typical household items or pets.

- Gloss reduction or surface scratches not caused by improper installation. Dull finish can be corrected with spot or overall recoating care systems.

Cabinets & Countertops Maintenance and Warranty Coverage

Homeowner Maintenance

Your vanity or kitchen countertops or cabinets may chip, crack, or delaminate, be sure to inspect these prior to moving in. Cracks and chips, including porcelain and fiberglass fixtures, not reported to Home Visitors Council prior to occupancy will not be covered by this Limited Warranty.

Minor warpage of cabinet doors or drawers is common and should be expected within certain tolerances.

Some separation of the cabinet from the wall or ceiling is common and should be expected within certain tolerances.

Cabinet doors are made of wood and should be treated like any other fine piece of furniture.

Warranty Coverage

Chips, cracks or delaminations reported prior to occupancy will be repaired.

Warpage in excess of 1/4-inch from the face of the cabinet will be repaired or the doors or drawers replaced.

Separation in excess of 1/4-inch will be repaired or the cabinet replaced.

Limitations

This warranty does not cover:

- Visible defects in the cabinets and countertops not noted to Home Visitors Council prior to moving in.

- Normal wear and tear.

- Any effects on the color and/or integrity of the finish or appearance due to the use of abrasive cleaners, cleaners that contain chlorine, acidic cleaners, scuffing sponges or steel wool.

- Cracks or gaps in caulking as a result of normal settling.

Cooling & Heating Maintenance and Warranty Coverage

Homeowner Maintenance

Where applicable, the cooling systems should be able to maintain a temperature of 78 degrees (measured 5 feet above the center of the floor) under local outdoor ASHRAE specifications. In the case of excessive outdoor temperature, a 15-degree difference is acceptable. Purchaser is responsible for minor adjustments such as balancing dampers and registers. All rooms will vary in temperature by 3 or 4 degrees. This is acceptable.

The heating system should be able to maintain a temperature of 72 degrees (measured 5 feet above the center of the floor) under local outdoor ASHRAE specifications. Purchaser is responsible for minor adjustments such as balancing dampers and registers. On extremely cold days, a 5-to-6-degree difference between the actual inside temperature and the thermostat setting is acceptable. All rooms will vary in temperature by 3 to 4 degrees. This is acceptable.

When metal ducts heat and cool, some noise will result. Very loud noise known as oil canning is not acceptable.

Appliances and other mechanical equipment, whether installed at the factory, or by yourself, typically come supplied with “use and care” booklets. These contain important information about preventative maintenance and safe operation. Read them carefully and follow the manufacturer’s instructions.

Warranty

If there is insufficient cooling or heating, the system will be repaired so that it will perform as described.

If your home is experiencing it, the oil canning noise will be corrected.

Limitations

This warranty does not cover:

The furnace and ventilation units themselves, including exhaust fans, or any defect arising from any cause other than the way such units were installed. These units are warranted and serviced by their manufacturer, not Home Visitors Council.

Plumbing Maintenance and Warranty Coverage

Homeowner Maintenance

Purchaser is responsible for maintaining suitable temperatures in the home to prevent pipes from freezing. Proper winterization, including draining pipe lines and lines supplying outside faucets, is a homeowner maintenance item.

Plumbing fixtures, appliances and trim fittings may leak or malfunction.

Expansion and contraction caused by water flow will cause some noise which is to be expected.

You may find cracks or chips in porcelain or fiberglass. Purchaser should inspect these items before taking occupancy and report them to Home Visitors Council prior to occupancy. Only items reported prior to occupancy will be corrected.

To clean the tubs and lavatories, use mild detergent – do not use abrasives and solvents. See use and care guides provided by the fixture manufacturer.

Warranty

If the pipe freezing and bursting is caused by defective workmanship or materials, it will be corrected.

Leaks or malfunction in faucets, valves, appliances, and trim fittings caused by defects in materials or workmanship will be corrected.

Loud, hammering noises in pipes will be corrected.

Limitations

This warranty does not cover:

- Moving any bath fixtures from their original place of installation.

- Visible defects other than those noted to Home Visitors Council prior to moving in.

- Leaking or dripping faucets due to worn or defective washers.

- Exterior hose bib pipes broken as a result of freezing, and any related damage caused as a result of freezing.

- Conditions that disrupt the water supply, eliminate the source of water supply, or cause the pipes to leak or break.

- Any water damage due to not shutting off the main water supply during a leak.

Electrical Maintenance and Warranty Coverage

Homeowner Maintenance

Your home may have outlets, switches or fixtures that fail.

Consistently blown fuses or circuit breakers kicking off can potentially occur in your home. Manufacturer will not be responsible if caused by overloads in the system.

Appliances and other mechanical equipment, whether installed at the factory, or by yourself, typically come supplied with “use and care” booklets. These contain important information about preventative maintenance and safe operation. Read them carefully and follow the manufacturer’s instructions.

Warranty

Defective outlets, switches and fixtures will be repaired or replaced.

Defects caused by non-compliance with applicable building and electrical codes will be corrected.

Limitations

This warranty does not cover:

- Defects in lighting fixtures or outlets not noted to Home Visitors Council prior to moving in.

- Any additions or modifications, and any associated system failures resulting from these changes, made to the electrical system by anyone other than Home Visitors Council.

- Electric powered appliances are warranted by their manufacturer. Home Visitors Council is happy to assist you in the warranty request process through that manufacturer.

SERVICE DIRECTORY

Your Manufacturer Contact

Manufacturer Name	Owner or contact
Address	Phone
Serial number of home	“Key” ID

Local Service Contacts

For your convenience we have provided the itemized list below that you can build out with preferred service contractors for your area, so that their names, addresses and telephone numbers will be available at your fingertips. Your appliance instructions will also often include information about local service. Local service contractors can save time and eliminate confusion during an emergency.

Refrigerator Service	Range Service	Dishwasher Service
Name	Name	Name
Address	Address	Address
Phone	Phone	Phone
Aquatic Tub Service	Furnace Service	Hot Water Heater Service
Name	Name	Name
Address	Address	Address
Phone	Phone	Phone

Local Utility Companies and Emergency Numbers

Gas Company	Electric Company	Septic or Sewer Service
Name	Name	Name
Address	Address	Address
Phone	Phone	Phone
Fuel Oil Company	Water Company	Fire and EMT
Name	Name	Name
Address	Address	Address
Phone	Phone	Phone

Outside Manufacturer Warranty Information

For information on outside manufacturer warranty information, contact the following:

Aquatic Tubs – <https://aquaticbath.com/warranty> | 800-443-7269

CertainTeed Drywall – <https://certainteed.widen.net/content/0eehenzmsh/pdf/gypsum-warranty-ctg7103-2009-e.pdf?u=nwk4fd> | 800-233-8990

CertainTeed Insulation – <https://www.certainteed.com/products/documents-downloads?documentCategory=Warranty+Information&documentRegion=US&documentLanguage=EN&productCategory=Building+Insulation> | 800-233-8990

Coleman Furnace – <https://www.colemanac.com/residential-equipment/warranty-and-registration/warranties> | 877-874-7378

Greenfiber Insulation – <https://www.greenfiber.com/support?documenttype=certificates-forms&filtertype=documenttype#technical-documents-brochures> | 800-228-0024

Hardie Panel Siding – <https://www.jameshardie.com/product-support/warranty-information> | 1-888-542-7343

Honeywell Thermostat – <https://www.honeywellhome.com/us/en/> | 1-800-633-3991

Kingspan House Wrap – <https://www.kingspan.com/us/en/products/moisture-barrier/house-wrap/greenguard-max/> | 1-678-589-7300

KitchenCraft Cabinets – <https://www.kitchencraft.com/get-started/love-your-space/warranty> |

Knauf Insulation – <https://www.knaufnorthamerica.com/en-us/tools-documents/warranty> | 317-398-4434 ext. 8727

Malarkey Shingles – <https://www.malarkeyroofing.com/WARRANTIES/> | 503-283-1191

Milgard Windows – https://www.milgard.com/sites/milgard/files/2023-02/211004_lifetime_limited_warranty.pdf | 1-800-645-4273

Panasonic Bath Fan – https://ftp.panasonic.com/ventilationfan/fv-0510vs1/fv-0510vs1_submittal.pdf

Panasonic House Fan – https://na.panasonic.com/ca/sites/default/files/2024-01/FV-06VE1_WhisperComfort60_Submittal_Data_EN.pdf

Prowood Sheathing – https://www.ufpi.com/-/media/project/ufpi/ufpi/literature/pressure-treated-lumber/warranties/prowoodlifetimelimitedwarranty_en_feb20.pdf | 1-800-598-9663

Rodda Paint – <https://www.rodapaint.com/warranties/> | 800-452-2315

Shaw Vinyl Flooring – <https://shawfloors.com/flooring/how-to/vinyl/warranties/vinyl-warranties> | 1-844-742-7429

State Water Heater – <https://www.statewaterheaters.com/products/residential/electric/proline/standard/proline-electric-tank-water-heater-en6-50-dort/> | 1-800-365-0024

ThermaTru Exterior Doors – <https://thermatru.widen.net/view/pdf/bx6mbgxu9g/2022-Therma-Tru-Lifetime-Limited-Warranty.pdf> | 1-800-537-5322

Whirlpool Refrigerator, Dishwasher, Range, Microwave – <https://www.whirlpool.com/content/dam/global/documents/202303/warranty-w11655299-revA.pdf> | 1-866-698-2538