



*Homeowner*  
**GUIDE**



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# *Welcome*

## To The Smee Homes Family

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Congratulations on your decision to purchase a new home from Smee Homes, Inc. We share your excitement about your new residence and look forward to having your home built.

Smee Homes, Inc. structured this Homeowner Guide to assist you during and after the purchase of your home. The information presented here will answer many questions and prepare you for each step of the new home experience, making this exciting time easier.

In addition to guiding you through the process of purchasing and building, this manual provides you with maintenance guidelines and a description of our limited warranty program, component by component.

Please take time to review this material thoroughly. Your manual will provide a useful record of information about your new home.

If you need clarification or additional details about any topic discussed, please give us a call. We are delighted to welcome you as part of the Smee Homes, Inc. family.

***Your first contact for questions will be the Smee Homes, Inc. Customer Service Department 559-788-2853.***

**Sincerely,**

A handwritten signature in black ink that reads "Smee Homes, Inc." in a cursive, flowing script.

# Who's *Who*?

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## Builder



Smee Homes, Inc.  
444 N. Prospect Street Suite A  
Porterville, CA 93257  
Phone: 559-788-0525

## Sales Specialist



## Chief Commercial Officer



Mari Nino  
559-300-2626  
mari@smeehomes.com

## Title Company



Chicago Title Tulare  
1931 Hillman Street  
Tulare, CA 93274  
559-686-8684

## Customer Service



Smee Homes, Inc.  
444 N. Prospect Street Suite A  
Porterville, CA 93257  
Phone: 559-788-2853  
Email: customerservice@smeehomes.com

# What Happens *Next?*

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## An Overview of Your New Home Experience



Purchasing a new home is an exciting yet complex process. While Smee Homes, Inc. builds your home, you'll play an active role in managing key aspects of the purchase. This investment of time, money, and emotion often requires your attention during regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m.

## Purchasing Your Home



The purchase agreement and related documents form the legal basis of your home purchase. Review them carefully. Keep a signed copy for your records.

## Construction of your Home



Before construction begins, both you and Smee Homes have tasks to complete. Early in the process, we'll hold a Preconstruction Conference to review final plans. Later, you'll be invited to tour your home at the mechanical stage, just before insulation is installed.

## Homeowner Orientation



The homeowner orientation serves to demonstrate your home's features, explain maintenance and warranty details, and ensure it meets our quality standards with all your selections correctly installed. For more details, contact your sales agent or project superintendent.

## Homeowner Checklist and Maintenance Schedules



Your responsibilities and Smee Homes, Inc.'s warranty obligations are outlined in the Homeowner Checklist and Maintenance Schedules. Review them to understand required maintenance and our service commitment. We'll follow up at 90 days and 12 months after closing.

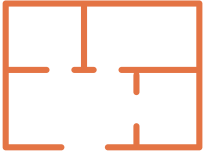
## Your Feedback and Suggestions



We value open communication throughout the buying process and beyond. Your feedback helps us improve and strengthen our commitment to quality homes and service. If your housing needs change, we're here to build for you again—and we always appreciate referrals. Contact us anytime for information on our current communities and offerings.

# New Home *Selections*

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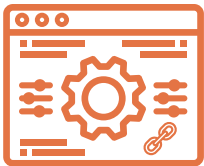
## Standard Features

- Each floor plan includes standard features listed on the Standard Features Sheet, available at our sales center.
- Review the sheet to understand what's included in the base price.
- Contact your sales agent with any questions.



## Optional Features

- A list of popular optional features and pricing is available from your sales agent.
- Options are organized by categories such as cabinets, flooring, and plumbing.
- The list is updated regularly to reflect current offerings.
- Additional fees may apply for optional features.



## Custom Features

- You may request custom features beyond the listed options.
- Share your ideas early so we can evaluate and assist you.
- Neighboring homes may include different features based on individual requests.
- Not all custom ideas can be shown or offered.



## Allowances

- Selections that exceed specified allowances (e.g., flooring or fixtures) may incur additional costs.
- Some upgrades may require non-refundable deposits.

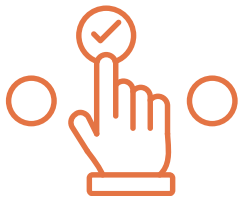
# New Home *Selections*

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## Exterior Choices

- Exterior materials and colors may be limited by your HOA or neighboring homes.
- Making selections early increases your available options.
- View full-size homes for accurate color representation.
- Some color choices may increase costs due to extra coverage needs.



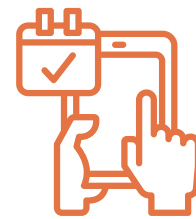
## Selection Hints

- Schedule a visit to our design center or model homes as soon as possible.
- Making selections early helps prevent construction delays.



## Color Choices

- Bring swatches to help coordinate finishes.
- View samples in different lighting conditions for accuracy.
- Expect color variations due to dye lots and environmental exposure.
- Samples may look different in larger areas than in small samples.



## Availability

- If a chosen item becomes unavailable, we will ask you to select an alternative.
- Product availability can change over time.
- Future replacements may not be guaranteed.

# Design Center

One of the most enjoyable parts of purchasing a new home is selecting colors, flooring, appliances, and optional features that reflect your personal style.

Prepare for your Smee Homes color appointment by finding inspiration to reflect your personal style.

## COLOR APPOINTMENT:

DATE & TIME:

CONTACT INFORMATION:

ADDRESS:



If you have chosen a home that has already been built, rest assured: the design selections have been professionally chosen by a design expert to have great style and beauty!

# Construction of Your Home

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## Pre-Construction

You'll meet your builder twice, starting with the Preconstruction Meeting (PreCon) after finalizing selections. Held weekdays from 8 AM to 3 PM, this 60–90 minute meeting covers plans, construction details, timelines, site visits, and change orders. Construction begins only after permits are secured and structural changes are approved.

## Pre-Drywall Tour

This tour occurs after rough mechanical installation but before insulation. It's a chance to see progress and verify selections. This is the last opportunity to make changes to options. Tours are brief (20–30 minutes) and must be scheduled in advance.

## Topography & Site Conditions

Home placement, grading, and exterior features may vary due to your lot's slope and conditions. These factors can impact driveways, steps, and landscaping.

## Start of Construction

Construction starts after permits and engineering are complete. Timing varies due to permit processing and weather. Your home's foundation is designed based on a soil test and may differ from neighbors' homes.

## Plans, Approvals, & Specifications

Homes are built according to plans approved by local authorities. Your selections and specifications are part of contractual agreements with trade partners and cannot be altered without written approval. Expect some variations from the model homes due to site-specific conditions.

## Changes & Substitutions

Product availability and industry standards evolve. Substitutions may occur, but only with products of equal or better quality. We reserve the right to make changes without notice due to supply constraints or regulatory updates.

## Safety & Site Visits

Unscheduled site visits can be dangerous and disruptive. To visit during construction, contact your sales agent to arrange a guided tour.

### **Hard hats and closed toe shoes are required.**

Children must be supervised. Follow all safety guidelines, including staying clear of hazardous areas.

# Customer Service *Warranty*

If you have any questions related to your Smee home, please contact our Customer Service team at **559-788-2853** or **customerservice@smeehomes.com**.

Our New Home Limited Warranty outlines the specific warranty periods applicable to all components of a Smee home.



## 1-Year Warranty

Most construction items are covered for the full first year of home ownership.



## 2-Year Warranty

Certain elements of the home are covered in the first 2 years, such as plumbing, electrical, and HVAC.



## 10-Year Warranty

Major structural and foundational components are covered for 10 years after the close of your home.

For more information, visit [www.smeehomes.com/customerservice](http://www.smeehomes.com/customerservice)

**Important Notice: The above language is a summary only and does not represent all terms and conditions of coverage. Please refer to the actual warranty document issued at the closing of your home for details on the warranty coverage period.**



- At Smee Homes, we are committed to delivering exceptional customer service and ensuring a seamless, rewarding experience for every homeowner. Our knowledgeable Customer Service team is here to support you—ready to answer questions and guide you through every stage of your homeownership journey.
- The Smee Homes Limited Warranty provides valuable protection for the first 12 months following your closing date. Coverage includes major mechanical systems, structural components, construction-related issues, and select materials and workmanship.

If you have any questions, please reach out to our Customer Service team  
**559-788-2853 | customerservice@smeehomes.com**

# 90-Day & 1-Year Walkthroughs

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## 90-Day Walkthrough

At your 90-day walkthrough, a member of our team will meet you at your home to review its condition. This appointment serves as a check-in to address any questions you may have after settling in and to identify any concerns or issues you may have noticed during your first few months in the home. To help guide you, we've included a list of common 90-day items below.

- **Common 90-Day Items:**
  - **Window Locks**
  - **Door Adjustments (deadbolts not latching, closet doors rubbing, etc.)**
  - **Plumbing (drips/adjustments/hot water issues)**
  - **Sprinkler System Timer**
  - **Seams at Granite/Quartz Countertops**
  - **Electrical (outlets not working/tripping)**
  - **Cabinets (rubbing/catching on one another)**
  - **Doorbell not working (as long as it has not been changed for a smart doorbell)**

## 1-Year Walkthrough

At your 1-year walkthrough, we will again meet with you at your home. This walkthrough is homeowner-led, giving you the opportunity to point out any concerns or items you would like us to review. To help guide you, we've included a list of common 1-year items below.

- **Common 1-Year Items:**
  - **Drywall settling cracks & tape lines.**
  - **Paint touch ups after drywall touch up**
    - **We don't touch up homeowners' mistakes or damages, their custom colors, anything other than touch ups over drywall repairs.**
  - **Grout cracks**
  - **Fire Sprinkler caps sagging**
  - **Electrical/LED Can Lights Sagging**
  - **Stucco cracks & Discoloration**
  - **Plumbing Issues**
  - **Doorbell not working (as long as it has not changed it out for a "smart doorbell")**
  - **HVAC Issues (changing filters is homeowner's responsibility)**

**Contact Customer Service**

**559-788-2853 | [customerservice@smeehomes.com](mailto:customerservice@smeehomes.com)**

# Emergency Service

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## Contact Smee Homes Customer Service Department: Urgent Home Matters

- **Plumbing:**
  - Total stoppage of plumbing or sewer. Total loss of water (check with the water department to be certain the problem is not a general outage).
  - Plumbing leak that requires entire water supply to be shut off.
- **HVAC (Heating & Cooling):**
  - Complete loss of heat or A/C when outside temperature is below 45/above 95 degrees Fahrenheit.
  - Contact your utility company immediately upon detection of a gas leak.
- **Electricity:**
  - Total loss of electricity (check with your utility company before reporting this to Smee Homes or an electrician).

**For emergency service after hours, please call  
Smee Homes, Inc. after hours #:  
559-805-4766**

## Contact **911**: RISK OF LIFE

### **General:**

Any situation that endangers the occupants of the home or potential criminal activity may be occurring.

### **Gas Odor:**

Contact your local gas service provider or contact 911.

### **Electrical:**

Electrical fire and risk of potential property damage to house and/or neighboring house.

### **If your service emergency is less urgent:**

You can call or email a new warranty request. If the issue is still under warranty, we will address the issue as soon as possible. If it is not, we will attempt to guide you on who to call for assistance.

## Contact Customer Service

**559-788-2853 | [customerservice@smeehomes.com](mailto:customerservice@smeehomes.com)**

# Caring For and Maintaining Your Home

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It is important to maintain your home. The following sections contain important information that will help you maintain your home to be as beautiful as it is the day you moved in.

## **Appliances Care & Maintenance**

These are covered by the manufacturer's warranty. Refer to the instructions provided by the manufacturer for maintenance guidelines.

## **Cabinets**

Do not use abrasive cleaners, pads, scouring pads or harsh chemicals when cleaning. Wipe off any excess moisture immediately. Follow maintenance instructions outlined by the manufacturer.

## **Caulking**

Time and weather will shrink and dry caulking so that is no longer provides a good seal. As routine maintenance, every 3 months, check the caulking and make needed repairs.

Check weather stripping on all exterior doors and adjust as needed.

## **Condensation**

Cooking, laundry, baths, showers, and so on all add water into the air in your home. Avoid setting your thermostat to extreme temperatures. Develop a habit of using the exhaust fans in bathrooms, especially when taking a shower/bath. Also, use the exhaust fan over the stove when cooking. Keep the dryer exhaust hose clean and securely connected.

## **Countertop Care**

Use a cutting board to protect your counters when you cut or chop. Do not place extremely hot pans on your countertops. Avoid abrasive cleaners/materials that may change the luster of the surface.

## **Doors**

The doors installed in your home are wood products subject to shrinkage and warpage. Interior doors may occasionally require minor adjustments. Silence a squeaky door by applying a silicone lubricant to it.

## **Drywall**

Slight cracking, nail pops, or seams may become visible in walls and ceilings. These are caused by natural shrinkage of the wood which is attached to the drywall. Most drywall repairs can be easily made. Prevent water or moisture from penetrating the drywall.

## **Electrical System**

Know the location of the breaker panel. Should a failure occur in any part of your home, always check the breakers in the panel box. GFCI receptacles have a built-in element that senses fluctuations in power. If an outlet is not working, push the "test" button, then push the "reset" button. The power to these outlets should turn back on.

## **Flooring**

### **Carpet**

Frequent vacuuming and immediate stain removal are primary carpet care steps.

### **Ceramic Tile**

Vacuum as needed and occasionally mop with warm water. Use mild, non-abrasive soap and rinse well.

### **Resilient Flooring**

Follow the manufacturer's instructions and avoid applying cleaners or finishes until the adhesive sets-about two weeks. Some floors may need regular floor finish to maintain shine.

### **HVAC Maintenance**

Change filters every month. This will help with the performance of the system and help prevent unnecessary wear. Regular checks and maintenance should be performed on the system every 6 months. Contact installation contractor to set up service plan.

### **Interior Trims and Moldings**

Some separation of trims and moldings is normal. This can be caused by shrinkage or expansion due to changes in humidity. Inspect and repair any baseboard, molding, or trim items as needed.

## **Plumbing**

If a leak occurs, turn off the supply of water to the area involved. Repair the leak immediately to prevent damage to surrounding materials. Follow manufacturer's directions for cleaning any fixtures and other plumbing maintenance guidance.

### **Smoke Detectors & Carbon Monoxide Detectors**

If your detectors makes a chirping sound, that is a sign that the batteries need to be replaced. Follow the manufacturer's instructions for installing a new battery and maintaining your detectors properly. Test detectors monthly and replace batteries twice a year.

### **Water Heater**

Follow the manufacturer's instructions for maintenance guidance. Keep the area around the water heater clear of stored household items.

### **Windows**

Clean windows as directed in the manufacturer's instructions. Use the recommended materials and cleaners. Check caulking and seal of windows regularly and make repairs as needed.

# Homeowner Responsibility

## Most Common Items Not Included Under Your Warranty

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### Act of Nature

Lightning, hurricanes, earthquakes, and other natural disasters are not covered under our warranty. Depending on your homeowner's insurance policy, you could be protected from specific damages or loss to the home structure caused by acts of nature.



### Flooring

Sharp or heavy items, as well as heeled shoes and pets, can easily scuff or damage flooring. If your floor is located in a high-traffic area, learning to address small sections can help you maintain the floor's condition over time.



### Concrete

Cracks in concrete driveways, patios, sidewalks, and foundations are inevitable. Although precautions are taken to minimize the forming of cracks, this occurrence does not indicate structural deficiencies and will not impair the intended use of concrete surfaces.



### Countertops

Granite and quartz countertops are made using natural materials, it is common for slight markings to occur during the finishing process. Careful use of sharp objects, abrasives, or heat, as well as prompt cleaning of spills, will ensure their quality and protection. We recommend sealing all countertops within your home shortly after close.



### Landscape and Drainage

Landscaping and damage caused by improper drainage due to custom landscaping installed after closing is not a warrantable item. Careful attention to proper and professional landscaping will preserve the quality and enhance the appearance of your new home.



### Paint

Nicks and scratches on painted walls are not covered by our warranty. To address minor paint defects contact our office for the color code and visit your local paint store to purchase.



### Consumer Products and Appliances

Products such as water heaters, refrigerators, washer, dryers, sinks, and related appliances are not covered under our warranty. Such products, however, may be covered under a separate manufacturer's warranty. The manufacturer of these products should be contacted if there are functional problems experienced with these items.



### Sheetrock, Drywall, or Stucco

As sheetrock or drywall settles in a new home, hairline cracks or nail pops may form in the walls or ceiling. Stucco used for the exterior walls of your home may also form cracks. Although hairline cracks can be frustrating, they are not the result of a construction defect, but rather a common condition that is simple to address.

# Homeowner Maintenance

## Checklists

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### **AFTER MOVE-IN CHECKLIST**

- Change backup batteries in smoke detectors, CO<sub>2</sub> detectors, and thermostat. New Ecobee's are wired in only, backup batteries not needed.
- Inspect bathroom caulking around tubs, showers, and sinks. Regularly recheck bathroom caulking for signs of wear or separation.
- Locate main breaker and GFCIs; teach family how to shut off power.
- Purchase fire extinguishers for each floor and one for the kitchen.
- Keep a stocked, accessible first aid kit and manual.
- Use furniture protectors to prevent floor damage.
- Assemble basic household tools for maintenance.
- Locate and label main water shutoff; teach family how to use it.
- Find and mark sewer clean-outs.
- After heavy rain, check and repair soil erosion around foundation.

### **Monthly**

- Cabinets: check and adjust hinges/drawers; clean per manufacturer instructions.
- Caulking: inspect all caulked areas for cracks; repair with proper caulking compound.
- Faucet Aerators: clean screens if water flow is reduced—especially during first two months.
- Garbage Disposal: clean with ice cubes; deodorize using baking soda and citrus rinds.
- Hardwood Stair Rails: wipe down and treat with lemon oil-based wood polish.
- Kitchen Exhaust Fan: clean filter and remove grease from fan housing.
- Perimeter: inspect for insect activity; contact an exterminator if needed.
- Plumbing: check for leaks under sinks, around tubs, appliances, and water heater; repair as needed.

### **Every Three Months**

- Check doors for proper alignment and hardware function.
- Inspect exterior finishes quarterly; avoid water pooling or sprinkler spray on the home.
- Run water in unused fixtures to maintain water in the P-trap.
- Inspect window caulking, weather-stripping, and screens; repair as needed.
- Ensure windows open/close smoothly; clean tracks and use non-oil lubricant.
- Remove debris from window weep holes.
- Replace any broken glass promptly.

### **Annually**

- Ensure attic soffit vents aren't blocked; reposition insulation if needed
- Clean carpet per manufacturer's recommendations
- Replace caulking as needed
- Seal or reseal tile grout or granite countertops
- Repaint exterior wood surfaces; check HOA rules before changing colors
- Test smoke/CO<sub>2</sub> detectors and replace batteries
- Inspect washing machine valve; replace if not functioning properly
- Have HVAC system professionally serviced seasonally; keep vents clear
- Visually inspect roof for damage; have a licensed roofer handle repairs

# FAQs

## **What can I expect in a developing community?**

If you bought a home in a community with homes still under construction, it is important to consider that there is an active jobsite nearby. Always keep safety at the top of mind to ensure you and your family keep their distance from machinery or homes under construction.

## **What do I need to do to be safe near an active jobsite?**

Construction sites can be hazardous, so your safety is our top priority. For this reason, **unscheduled site visits are not allowed.**

If you'd like to visit your home during construction, please contact your sales agent to schedule a guided tour. During your visit:

- Hard hats and closed-toe shoes are required (we will provide a hard hat if needed).
- Children must remain supervised at all times.
- Stay within designated walk areas and avoid hazardous zones or equipment.

Follow all safety instructions given by your guide.

## **Is air filter replacement provided by Smeethomes?**

This would be considered homeowner responsibility. Along with replacing batteries in your smoke detectors and replacing lightbulbs. It is recommended to check/replace your air filters every 30 days.

## **Where can I find information about maintaining my home?**

To find a more extensive version of our homeowner guide, please visit our website, [www.smeethomes.com](http://www.smeethomes.com) or request a copy via email.

# **BUILDER'S LIMITED WARRANTY**

## **Administered by PWSC**

Enclosed with this BUILDER'S LIMITED WARRANTY, is a Builder's Limited Warranty Coverage Validation Form. The Builder's Limited Warranty Coverage Validation Form provides the dates on which the specific warranty coverage periods begin and expire. It is important that this form is retained with the BUILDER'S LIMITED WARRANTY.

This BUILDER'S LIMITED WARRANTY does not cover CONSEQUENTIAL DAMAGES or incidental damages. Liability under this BUILDER'S LIMITED WARRANTY is limited to the amount shown on the Builder's Limited Warranty Coverage Validation Form.

WE make no housing merchant implied warranty of habitability or any other warranties, express or implied, in connection with the sales contract or the warranted HOME, and all such warranties are excluded, except as expressly provided in this BUILDER'S LIMITED WARRANTY. There are no warranties which extend beyond the face of this BUILDER'S LIMITED WARRANTY. Some States prohibit the exclusion or limitation of CONSEQUENTIAL DAMAGES or incidental damages by the BUILDER, so all the limitations or exclusions may not apply to YOU.

### **I. Coverage Limit**

The amount shown on the Builder's Limited Warranty Coverage Validation Form is OUR limit of liability. It is the most WE will pay or expend for all covered DEFICIENCIES or DEFINED STRUCTURAL ELEMENT FAILURES regardless of the number of claims made during the warranty period. Once OUR limit of liability has been paid, no further claims can be made against this BUILDER'S LIMITED WARRANTY.

### **II. Warranty Coverage**

Coverage under this BUILDER'S LIMITED WARRANTY changes over the course of the ten year term. Section A refers to coverage provided during the first year; Section B refers to coverage provided during the second year; and Section C refers to coverage provided during the third through tenth year.

## Section A Coverage

### Year 1 Coverage

Beginning on the WARRANTY DATE-HOME and WARRANTY DATE- COMMON ELEMENTS, WE warrant for one year that the construction of YOUR HOME (including COMMON ELEMENTS related thereto) will conform to the STANDARDS OF PERFORMANCE for first year coverage and warranty tolerances for DEFINED STRUCTURAL ELEMENT FAILURE(S). Coverage under Section A expires one year after the WARRANTY DATE-HOME and/or WARRANTY DATE- COMMON ELEMENTS. To be eligible for coverage WE must receive written notice of the DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE within thirty (30) days after the expiration date of the coverage.

## Section B Coverage

### Year 2 Coverage

During the second year following the WARRANTY DATE-HOME or WARRANTY DATE-COMMON ELEMENTS, WE warrant that SYSTEMS (including the COMMON ELEMENTS related thereto) will conform to the STANDARDS OF PERFORMANCE for second year coverage and warranty tolerances for DEFINED STRUCTURAL ELEMENT FAILURE(S). Coverage under Section B expires two years after the WARRANTY DATE-HOME or WARRANTY DATE-COMMON ELEMENTS. To be eligible for coverage WE must receive written notice of the SYSTEMS DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE within thirty (30) days after the expiration date of the coverage.

## Section C Coverage

### Year 3-10 Coverage

During the third through tenth years following the WARRANTY DATE-HOME or WARRANTY DATE-COMMON ELEMENTS, WE warrant the construction of YOUR HOME (including COMMON ELEMENTS related thereto) will conform to the warranty tolerances for DEFINED STRUCTURAL ELEMENT FAILURE(S). Coverage under Section C expires 10 years after the WARRANTY DATE-HOME or WARRANTY DATE-COMMON ELEMENTS. To be eligible for coverage WE must receive written notice of the DEFINED STRUCTURAL ELEMENT FAILURE within thirty (30) days after the expiration of the coverage.

### III. OUR Coverage Obligations

All notices of DEFICIENCIES, DEFINED STRUCTURAL ELEMENT FAILURES, and complaints under this BUILDER'S LIMITED WARRANTY must be made by YOU in writing. Telephonic or face-to-face discussion will not protect YOUR rights under this BUILDER'S LIMITED WARRANTY.

WE will have been considered to have breached this BUILDER'S LIMITED WARRANTY only if WE fail to correct a DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE in accordance with the terms and conditions of this BUILDER'S LIMITED WARRANTY.

#### DEFICIENCIES

In the event a DEFICIENCY occurs during the applicable coverage period, WE will, upon receiving written notice from YOU, test or inspect the DEFICIENCY to confirm coverage for the DEFICIENCY within a reasonable time after WE receive YOUR notice. Upon confirmation of a DEFICIENCY, WE, OUR insurer, or another third party designated by US will repair, replace or pay YOU the actual cost of repairing or replacing the DEFICIENCY. The decision to repair, replace, or to make payment to YOU is at OUR or OUR insurer's sole option.

#### DEFINED STRUCTURAL ELEMENT FAILURE

In the event a DEFINED STRUCTURAL ELEMENT FAILURE occurs during the applicable coverage period, WE, OUR insurer, or another third party designated by US will, upon receiving written notice from YOU, test or inspect the DEFINED STRUCTURAL ELEMENT FAILURE to confirm coverage for the DEFINED STRUCTURAL ELEMENT FAILURE within a reasonable time after WE receive YOUR notice. Upon confirmation of a DEFINED STRUCTURAL ELEMENT FAILURE, WE, OUR insurer, or another third party designated by US will repair, replace or pay YOU the actual cost of repairing or replacing the DEFINED STRUCTURAL ELEMENT FAILURE. The decision to repair, replace, or to make payment to YOU is at OUR or OUR insurer's sole option.

### IV. Coverage Limitations

When WE repair a DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE, the repair will include the correction or replacement of only those surfaces, finishes and coverings that were damaged by the DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE that were part of the HOME when title was first transferred by US. WE will repair and replace surfaces, finishes and coverings that require removal or replacement in order for US to repair or replace DEFICIENCIES and DEFINED STRUCTURAL ELEMENT FAILURE(S). The extent of OUR repair and replacement of these surfaces,

finishes or coverings will be to approximately the same condition they were in prior to the DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE, but not necessarily to a like new condition. WE will only refinish those surfaces that were damaged by a DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE. When WE undertake repair on surfaces, finishes and coverings, OUR repair will attempt to achieve as close a match with the original surrounding areas as is reasonably possible, but WE cannot guarantee an exact match due to such factors as fading, aging and unavailability of the same materials.

### V. Exclusions

A. This BUILDER'S LIMITED WARRANTY does not cover:

1. Any DEFICIENCIES or DEFINED STRUCTURAL ELEMENT FAILURE(S) resulting, either directly or indirectly, from the following causes or occurring in the following situations:

- a. Fire;
- b. Lightning;
- c. Acts of God;
- d. Explosion;
- e. Riot and Civil Commotion;
- f. Smoke;
- g. Hail;
- h. Aircraft;
- i. Falling Objects;
- j. Vehicles;
- k. Floods;
- l. Wind Driven Water;
- m. Earth Movement including but not limited to:
  - i. Earthquake, landslide or mudslide;
  - ii. Mine subsidence, sinkholes or changes in the underground water table not reasonably foreseeable at the time of construction;
  - iii. Volcanic eruption; explosion or explosion;
- n. Wind including but not limited to:
  - i. Gale force winds;
  - ii. Hurricanes;
  - iii. Tropical storms;
  - iv. Tornadoes;
- o. Insects, animals or vermin;
- p. Rot, moisture, corrosion, rust or mildew;
- q. Changes of the grading of the ground by anyone other than US or OUR agents, or subcontractors;
- r. Changes, additions, or alterations made to the HOME by anyone after the WARRANTY DATE-HOME or WARRANTY DATE-COMMON ELEMENTS, except those made or authorized by US;

- s. Any defect in material or workmanship supplied by anyone other than US or OUR agents, or subcontractors;
  - t. Improper maintenance, negligence or improper use of the HOME by YOU or anyone else;
  - u. Dampness or condensation due to YOUR failure to provide adequate ventilation;
  - v. Abnormal loading on floors which exceeds design loads;
2. Any costs arising from, or any DEFICIENCIES or DEFINED STRUCTURAL ELEMENT FAILURE(S) resulting from the actual, alleged or threatened discharge, dispersal, release or escape of POLLUTANTS. WE will not cover costs or expenses arising from the uninhabitability or health risk due to the proximity of POLLUTANTS. WE will not cover costs, or expenses resulting from the direction of any governmental entity to test, clean-up, remove, treat, contain or monitor POLLUTANTS ;
  3. Any costs arising from, or any DEFICIENCIES or DEFINED STRUCTURAL ELEMENT FAILURE(S) resulting from the effects of electromagnetic fields (EMF's) or radiation;
  4. Any damage to personal property;
  5. Any CONSEQUENTIAL DAMAGES ;
  6. Any damage to CONSUMER PRODUCTS ;
  7. Any DEFICIENCIES or DEFINED STRUCTURAL ELEMENT FAILURES:
    - a. that YOU become aware of after the HOME is not being used primarily as a residence;
    - b. which YOU have not taken timely and reasonable steps to protect and minimize damage after WE have provided YOU with written authorization to prevent further damage;
  8. Any DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE that is covered by any other express warranty or insurance coverage YOU may have; and
  9. Any non-conformity with local building codes, regulations or requirements that has not resulted in a DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE. While WE acknowledge OUR responsibility to build in accordance with applicable building codes, this BUILDER'S LIMITED WARRANTY does not cover building code violations in the absence of a DEFICIENCY or a DEFINED STRUCTURAL ELEMENT FAILURE. In such instance, YOUR recourse is under the building code and other applicable laws and not under this BUILDER'S LIMITED WARRANTY. This exclusion in no way

mitigates or relieves US of OUR obligation to build in accordance with applicable building codes.

B. OUR BUILDER'S LIMITED WARRANTY does not cover any loss or damage as a result of any DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE which would not have occurred in the absence of one or more of the events or conditions listed in Exclusions, Section A.1, A.2 or A.3. above. OUR BUILDER'S LIMITED WARRANTY does not cover any such loss or damage regardless of:

1. the cause of the excluded event or condition; or 2. other causes of the loss or damage; or 3. whether other causes acted concurrently or in any sequence with the excluded event or condition to produce the loss or damage.

## VI. Procedure to Request US To Perform Under This BUILDER'S LIMITED WARRANTY

If YOU become aware of a DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE that YOU believe is covered under this BUILDER'S LIMITED WARRANTY, YOU have the following responsibilities:

### A. Notification

Notify US in writing as soon as it is reasonably possible, but in no event may YOUR written notice be received by US or postmarked later than thirty (30) days after the warranty for the DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE expires.

If the written notice is postmarked or received by US more than thirty (30) days beyond the warranty expiration date, WE shall have no obligation to repair or replace the DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE.

If the DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE involves a COMMON ELEMENT written notice must be made by a designated representative of the condominium association.

### B. Cooperate With US

YOU must give US, OUR employees, agents, subcontractors or insurers reasonable help in investigating, monitoring or correcting DEFICIENCIES or DEFINED STRUCTURAL ELEMENT FAILURES. Help includes, but is not limited to, granting US reasonable access to YOUR HOME.

If YOU fail to help US, WE will have no obligation to repair, replace or pay YOU for DEFICIENCIES or DEFINED STRUCTURAL ELEMENT FAILURES.

C. Do Not Make Voluntary Payments  
YOU agree not to make any voluntary payments or assume any obligations or incur any expenses for the remedy of a condition YOU believe is a DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE without OUR prior written approval. WE will not reimburse YOU for costs incurred where YOU did not obtain OUR prior written approval.  
However, YOU may incur reasonable expenses in making repairs in an EMERGENCY CONDITION without OUR prior written approval, provided the repairs are solely for the protection of the HOME from further damage, and provided YOU notify US as soon as possible, but in no event later than 5 days after the repairs were undertaken. To obtain reimbursement for repairs made during an EMERGENCY CONDITION, YOU must provide US with an accurate written record of the repair costs.

D. Sign A Release  
When WE have completed repairing, replacing or paying YOU the cost of repairing or replacing, DEFICIENCIES or DEFINED STRUCTURAL ELEMENT FAILURES, YOU must sign a full release of OUR obligation for the DEFICIENCIES or DEFINED STRUCTURAL ELEMENT FAILURES WE corrected.

E. If YOU Disagree With US  
Binding Arbitration will be the sole remedy for resolving disputes between YOU and US that arise from or relate to this BUILDER'S LIMITED WARRANTY. The binding arbitration procedure is described in the following section.

## VII. Binding Arbitration Procedure

Any disputes between YOU and US or OUR insurer related to or arising from this BUILDER'S LIMITED WARRANTY will be resolved by binding arbitration. Disputes subject to binding arbitration include but are not limited to:

- A. WE do not agree with YOU that a DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE is covered by this BUILDER'S LIMITED WARRANTY;
- B. WE do not correct a DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE to YOUR satisfaction or in a manner that YOU believe this BUILDER'S LIMITED WARRANTY requires;
- C. WE fail to respond to YOUR written notice of a DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE;
- D. Disputes related to COMMON ELEMENTS;
- E. Alleged breach of this BUILDER'S LIMITED WARRANTY;

- F. Alleged violations of consumer protection, unfair trade practice, or other statutes;
- G. Disputes concerning the issues that should be submitted to binding arbitration;
- H. Disputes concerning the timeliness of binding arbitration requests.

Any binding arbitration proceeding will be conducted by an independent arbitration organization designated by PWSC or OUR insurer. The rules and procedures followed will be those of the designated arbitration organization. A copy of the applicable rules and procedures will be delivered to YOU upon request. The arbitration will determine YOUR and OUR or OUR insurer's rights and obligations under this BUILDER'S LIMITED WARRANTY. These rights and obligations include but are not limited to those provided to YOU or US by local, state or federal statutes in connection with this BUILDER'S LIMITED WARRANTY.

The award of the arbitrator will be final, binding and enforceable as to both YOU and US or OUR insurer, except as modified, or vacated in accordance with applicable rules and procedures of the designated arbitration organization, or, in their absence, the United States Arbitration Act (9 U.S.C.' 1 et seq.)

Binding arbitration shall be the sole remedy for resolving disputes for YOU and US and OUR insurer. The costs and expenses for the arbitration will be paid by US or OUR insurer except for the Eighty Dollar (\$80.00) arbitration filing fee which will be paid by the party requesting arbitration. If YOU request arbitration and YOU prevail on any claimed DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE under dispute, the Eighty Dollar (\$80.00) arbitration filing fee will be refunded to YOU.

The process for YOU to initiate arbitration is described below. WE will use the same process if WE initiate arbitration.

## Step 1

YOU complete a Binding Arbitration Request Form and mail it together with an Eighty Dollar (\$80.00) arbitration filing fee to PWSC. A Binding Arbitration Request Form is attached to this BUILDER'S LIMITED WARRANTY. YOUR Binding Arbitration Request Form must be received no later than 90 days after the coverage for the disputed item expires. Please Note that while YOU have 90 days to file for arbitration, this time period does not extend the warranty coverage period for DEFICIENCIES or DEFINED STRUCTURAL ELEMENT FAILURES. YOU must still notify US of an alleged DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE no later than 30 days after coverage for that item expires.

## Step 2

PWSC Will Arrange the Arbitration Proceeding. The Arbitrator or arbitration organization will notify YOU of the time, date and location of the arbitration hearing. Most often the hearing will be conducted at YOUR HOME or some other location that is agreeable to all the parties of the dispute. In scheduling the hearing the arbitrator will set a time and date that is reasonably convenient to all the parties.

## Step 3

The Arbitration Hearing. The parties at the arbitration hearing will include the arbitrator, YOU, US and/or OUR insurer. After evidence is presented by YOU, US or OUR insurer, an award will be rendered by the arbitrator. The award is final and binding on YOU, US and OUR insurer. The award will include a ruling on the existence of any claimed or alleged DEFICIENCIES or DEFINED STRUCTURAL ELEMENT FAILURES as well as any other disputed matters or issues related to this BUILDER'S LIMITED WARRANTY.

## Step 4

OUR Arbitration Performance Obligations. WE will comply with the arbitrator's award no later than 60 days from the date of the award. However, delays caused by circumstances beyond OUR or OUR insurer's control shall be excused.

## Step 5

If WE Fail To Comply With The Award. YOU should contact PWSC at its mailing address specified in this BUILDER'S LIMITED WARRANTY if the arbitrator's award is not complied with in a timely manner. PWSC will then be responsible for contacting the arbitration organization. PWSC will establish an appropriate process to enforce compliance of the award as provided in the original binding arbitration proceeding.

## VIII. General Conditions

### A. Separation of This BUILDER'S LIMITED

#### WARRANTY From The Contract Of Sale

This BUILDER'S LIMITED WARRANTY is separate and independent of the contract between YOU and US for the construction and/or sale of YOUR HOME. The provisions of this BUILDER'S LIMITED WARRANTY shall in no way be restricted by anything contained in the construction and/or sales contract between YOU and US.

### B. Transfer to Subsequent HOMEOWNERS

YOU may transfer this BUILDER'S LIMITED WARRANTY to new owners of the HOME for the remainder of the warranty coverage period provided that YOU or the new owners notify PWSC in writing, utilizing the Subsequent Home Buyer Acknowledgement and Assignment form attached to this BUILDER'S LIMITED WARRANTY after ownership is transferred. OUR duties under this BUILDER'S LIMITED WARRANTY to the new HOMEOWNER will not exceed the limit of liability then remaining, if any.

### C. Transfer of Manufacturer's Warranties

WE assign to YOU all the manufacturer's warranties on all the appliances and equipment that WE installed in YOUR HOME. Should an appliance or item of equipment malfunction YOU must follow the procedures set forth in that manufacturer's warranty to correct the problem. OUR obligation under this BUILDER'S LIMITED WARRANTY is limited to the workmanlike installation of such appliances and equipment. WE have no obligation for appliances and equipment defined as CONSUMER PRODUCTS.

### D. Recovery Rights

If WE repair, replace or pay YOU the cost to repair or replace a DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE, or other related damage to YOUR HOME covered by this BUILDER'S LIMITED WARRANTY, WE are entitled,

to the extent of OUR payment, to take over YOUR related rights of recovery from other people and organizations, including but not limited to, other warranties and insurance. YOU have an obligation not to make it harder for US to enforce these rights. YOU agree to sign any papers, deliver them to US, and do anything else that is necessary to help US exercise OUR rights.

### E. General Provisions

1. If any of the terms or provisions of this BUILDER'S LIMITED WARRANTY conflict with the statutes of the state in which this BUILDER'S LIMITED WARRANTY is issued the warranty is amended to conform to such statute, except insofar as the terms and provisions are governed by the United States Arbitration Act.
2. If a court of competent jurisdiction deems any provision of this BUILDER'S LIMITED WARRANTY unenforceable, that determination will not affect the remaining provisions.
3. This BUILDER'S LIMITED WARRANTY is to be binding on YOU and US and, as respects the arbitration process, on OUR insurer. It is also binding on YOUR and OUR heirs, executors, administrators, successors, and assigns, subject to paragraph B of the General Conditions.
4. As may be appropriate, the use of the plural in this BUILDER'S LIMITED WARRANTY includes the singular, and the use of one gender includes all genders.

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## IX. Definitions

BUILDER means the individual, partnership, corporation or other entity which participates in the Warranty Program administered by the Professional Warranty Service Corporation and provides YOU with this BUILDER'S LIMITED WARRANTY. Throughout this document the BUILDER is also referred to as "WE", "US" and "OUR".

BUILDER'S LIMITED WARRANTY means only this express warranty document provided to YOU by US.

COMMON ELEMENTS means the structure, components of enclosure, and any part of the HOME, as specified in the condominium documents as a COMMON ELEMENT. This may include, but is not limited to, corridors, lobbies, vertical transportation elements, rooms, balconies or other spaces that are for the common use of the residents of the HOME. SYSTEMS serving two or more HOMES, and the outbuildings that contain parts of such SYSTEMS are also included in this definition.

CONSEQUENTIAL DAMAGES means a loss or injury other than the cost to correct a DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE. This definition includes, but is not limited to, costs of shelter, food, transportation; moving and storage; any other expenses related to inconvenience or relocation during repairs to the HOME. CONSEQUENTIAL DAMAGES also refers to diminished market value of the HOME.

CONSUMER PRODUCT means any item of equipment, appliance or other item defined as a CONSUMER PRODUCT in the Magnuson-Moss Warranty Act (15 U.S.C.. 2301, et seq.) Examples of Consumer Products include, but are not limited to, dishwasher, garbage disposal, gas or electric cooktop, range, range hood, refrigerator or refrigerator/freezer combination, gas oven, electric oven, microwave oven, trash compactor, garage door opener, clothes washer and dryer, hot water heater and thermostat.

DEFICIENCY (IES) means defects in materials or workmanship used in constructing the HOME. The defects must fail to conform with the standards and tolerances described in the STANDARDS OF PERFORMANCE section of this BUILDER'S LIMITED WARRANTY. OUR failure to complete the HOME or any portion of the HOME does not constitute a DEFICIENCY.

DEFINED STRUCTURAL ELEMENT FAILURE means that one or more of the structural elements identified below contains a flaw of such a magnitude that the warranty tolerance is exceeded. The only structural elements WE cover and their respective tolerances are as follows:

# BINDING ARBITRATION REQUEST FORM

Dear Homeowner:

Prior to requesting Professional Warranty Service Corporation (PWSC) to begin a binding arbitration procedure for your claimed Builder's Limited Warranty deficiencies, you should have sent your builder a clear and specific written request to correct those deficiencies. If you have already requested your builder in writing to correct a deficiency that you think is covered by the Builder's Limited Warranty, and believe the builder has not properly responded, fill out this form and send it to PWSC. Be sure to attach a copy of the written complaint that you previously sent to the builder.

The information you need to fill out this form can be found on the Builder's Limited Warranty Coverage Validation Form. However, if you do not know the answers to any questions, write "Don't Know." Please do not leave any item blank.

Your name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Builder's limited warranty: (warranty #) \_\_\_\_\_

Warranty date-home: (close of escrow date) \_\_\_\_\_

Builder ID#: \_\_\_\_\_ If applicable, FHA/VA case: \_\_\_\_\_

Named builder insured (builder name) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Describe the deficiencies which you think are covered by the Builder's Limited Warranty. Include when the deficiency first occurred or when you first noticed the deficiency. (Use additional sheets, if necessary).

I/we are hereby requesting PWSC to initiate an arbitration to determine the builder's obligations with respect to the existence of alleged deficiencies under the Builder's Limited Warranty and under applicable federal, state, and local law regarding the Builder's Limited Warranty. I/we understand that the arbitration award shall be final and binding on all parties and shall limit our ability to initiate a lawsuit against the builder and/ or PWSC or the Builder's Limited Warranty insurer.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

INSTRUCTIONS: Email or Send this Binding Arbitration Request Form along with the required eighty dollar (\$80.00) arbitration filing fee to: [warrantyclaims@pwsc.com](mailto:warrantyclaims@pwsc.com)

Professional Warranty Service  
Corporation P.O. Box 800, Annandale,  
VA 22003-0800

# SUBSEQUENT HOME BUYER ACKNOWLEDGEMENT AND ASSIGNMENT

Upon execution of this form any coverage remaining under the BUILDER'S LIMITED WARRANTY applicable to the home as specified on the Builder's Limited Warranty Coverage Validation Form is transferred to the subsequent homeowner. Any obligations under the BUILDER'S LIMITED WARRANTY to any subsequent homeowner shall not exceed the limit of liability remaining at the time of transfer, if any.

The undersigned home buyer(s) hereby acknowledges and agrees:

- I /we acknowledge that I/we have reviewed and understand the BUILDER'S LIMITED WARRANTY document (PWSC 107).
- I /we understand and acknowledge that Professional Warranty Service Corporation ("PWSC") is not the warrantor of the BUILDER'S LIMITED WARRANTY.
- I /we understand that I/we am responsible for the maintenance of the home including maintenance of the grade of the land surrounding the home, and that the builder shall not be responsible for any damage to the home which is the result of my/our failure to maintain the home.
- I /we acknowledge and agree all disputes under and relating to the BUILDER'S LIMITED WARRANTY (including disputes on which issues shall be submitted to arbitration; alleged breach of the BUILDER'S LIMITED WARRANTY; and alleged violations of statutes or regulations relating to consumer protection or unfair trade practices) shall be submitted to binding arbitration before an independent third party arbitration organization. I/we agree the decision of the arbitrator(s) shall be binding on all parties to the arbitration. Any such binding arbitration(s) shall be conducted in accordance with the rules and procedures applicable to the arbitration organization hearing the dispute or, where those rules are silent, the United States Arbitration Act (9 U.S.C. ' 1 et. seq).

Signature of subsequent home buyer(s):

Print name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Address of home: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Builder's limited warranty coverage validation number: \_\_\_\_\_

**INSTRUCTIONS:** Sign, fill in Limited Warranty # in the space provided (this number is provided on the Builder's Limited Warranty Coverage Validation Form), and provide a telephone number where you can be reached. Send this form and a copy of the settlement/closing documents indicating transfer of title to: Professional Warranty Service Corporation, P.O. Box 800 Annandale, VA 22003-0800 or [warrantyclaims@pwsc.com](mailto:warrantyclaims@pwsc.com).

# ***CONTACT CUSTOMER SERVICE***



559-788-2853



customerservice@smeehomes.com



www.smeehomes.com



# Thank You!

If you need clarification or additional details about any topic discussed, please give us a call. We are delighted to welcome you as part of the Smee Homes, Inc. family and are ready to serve you. Your first contact for questions will be the Smee Homes, Inc. Customer Service Department 559-788-2853.

Sincerely,

*Smee Homes, Inc.*

<https://www.smeehomes.com/customerservice>

