

Section 6: Caring for Your Home

- Homeowner Use and Maintenance Guidelines – introduction to the maintenance information in this manual
- Atherton Homes Limited Warranty Guidelines – introduction to the criteria Atherton Homes uses to screen warranty items
- Warranty Reporting Procedures – standard, emergency, miscellaneous, and appliance warranty procedures
- Warranty Items Processing Procedures – a simple description of a complex process
- Help Us to Serve You – things you need to know so we can provide effective warranty service
- Warranty Service Summary – a one-page guide to who to contact in various service situations
- Customer Service Procedures
- Insert – signed copy of Declaration & Acknowledgement of Receipt of One Year Limited Warranty
- Limited Warranty
- Request for Customer Service Forms – for your convenience when reporting warranty items and giving us feedback about this manual

Caring for Your Home

Atherton Homes has constructed your home with carefully selected materials and the effort of experienced craftsmen and laborers under the supervision of our field personnel, with the administrative support of our office personnel. Although this group works from detailed plans and specifications, no two homes are exactly alike. Each one is unique; a home is one of the last hand built products left in the world. Over time, each behaves differently.

Although quality materials and workmanship have been used in creating your home, similar to an automobile, it requires care from the first day. Regular homeowner maintenance is essential to providing a quality home for a lifetime. This section of our manual was assembled to assist you in that effort.

Homeowner Use and Maintenance Guidelines

We are proud of the homes we build and the neighborhoods in which we build them. We strive to create lasting value. This is best achieved when you, as the homeowner, know and perform appropriate maintenance tasks. Periodic maintenance is necessary because of normal wear and tear, the inherent characteristics of the materials used in your home, and normal service required, resulting in maintenance items. The natural fluctuations in temperature and humidity also affect your home, resulting in maintenance items. The natural and manufactured materials, the components interact with each other and the environment.

We recognize that it is impossible to anticipate and describe every attention needed for good home care. We focused on items that homeowners commonly ask about. The subjects are listed in alphabetical order to make finding answers to your questions convenient. Because we offer homebuyers a variety of floor plans and optional features, this manual may discuss components that are not present in your home.

Checklists

You will find several checklists included in this manual. These cover fire prevention reminders, energy and water conservation tips, suggestions for extended absences, appliance service information, home maintenance supplies list, and maintenance schedule. Again we make no claim that we have included every detail. We do believe we have provided you with a good start, and we've allowed space for you to add your own notes to our checklists.

Prompt Attention

In addition to routine care, many times a minor maintenance attention provided immediately saves you a more serious, time-consuming, and sometimes costly repair later. Note also that neglecting routine maintenance can void applicable limited warranty coverage on all or part of your home.

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By caring for your new home attentively, you ensure uninterrupted warranty coverage as well as your enjoyment of it for years. The attention provided by each homeowner contributes significantly to the overall desirability of the community.

Manufacturer Literature

Please take time to read the literature (warranties, use and care guidelines) provided by the manufacturers of consumer products and other items in your home. The information contained in that material is not repeated here. Although much of the information may be familiar to you, some points may differ significantly from homes you have had in the past.

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

Activate specific manufacturer's warranties by completing and mailing any registration cards included with their materials. You will find these in one of the kitchen drawers of your new home. In some cases, manufacturer's warranties may extend beyond the first year and it is in your best interests to know about such coverages.

Atherton Homes Limited Warranty Guidelines

While we strive to build a defect free home, we are realistic enough to know that, with repeated use, an item in the home may fail to perform, as it should. When this occurs, we will make necessary corrections so the item meets our warranty guidelines. In support of this commitment, Atherton Homes provides you with a limited warranty.

Corrective Actions

In addition to the information contained in the limited warranty itself, this manual includes details about the criteria we will use to evaluate concerns you report. The purpose is to let you know what our warranty commitment is for the typical concerns that can come up in a new home. The manual describes the corrective action we will take in many common situations.

We Sometimes Break Our Own Rules – In Your Favor

Our criteria for qualifying warranty repairs are based on typical industry practices in our region and meet or exceed those practices. Please note that we reserve the right, at our discretion, to exceed these guidelines if common sense or individual circumstances make that appropriate, without being obligated to exceed all guidelines to similar degree or for other homeowners whose circumstances are different.

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We Sometimes Say No

With a product as complex as a home, different viewpoints regarding which tasks are homeowner maintenance responsibilities and which are Atherton Homes warranty responsibilities are possible. If you request warranty service on a maintenance item, we will explain to you the steps you should take to care for the item. We are available to answer your home care questions during and after your warranty period. Providing normal maintenance for your home is your job. If you choose to have Atherton Homes repair a non-warranty issue, Atherton Homes reserves the right to charge you for those repairs.

Warranty Specimen Provided for Your Review

You will receive the signed limited warranty document at your orientation. Please read through this information, as well as the service procedures and guidelines discussed on the following pages. If you have any questions, please contact our warranty office.

Warranty Reporting Procedures

Providing warranty service for a new home is more complicated than for other products. When you purchased your home, you actually purchased hundreds of items and the work of 35 to 50 independent trade contractors. With so many details and people involved, a planned system is essential.

Our warranty service system is designed based on your written report of non-emergency items. This provides you with the maximum protection and allows us to operate efficiently, thereby providing faster service to all homeowners. Emergency reports are the only service requests we accept by phone. Please put all non-emergency service requests in writing. Forms can be found at the end of this section.

You are welcome to submit via mail, fax, e-mail, or deliver your list in person to our Customer Service Office.

- E-mail: athertoncs@yahoo.com
- Fax: (209) 824-8543
- Mail: Atherton Homes Warranty Service, 2517 Edgebrook Lane, Manteca, CA 95336
- Online: Atherton-homes.com, select: Service Request, Password: *fixit*

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Keep a copy for your records. This written system permits Atherton Homes' personnel to focus their time producing results for you and following up. Experience has taught us that accuracy and efficiency suffer when we work outside this system and sacrifice careful documentation.

We plan two standard warranty contacts with you. The first is 90 days after your closing and the second is at 11 months after closing. We also have emergency response procedures and have provided for miscellaneous warranty requests between the standard 90 day and 11 month reports. Service for your appliances is handled differently and is described in detail on the following pages.

90-Day Report

For your convenience, and in order for our service program to operate at maximum efficiency, we suggest that you wait 90 days before submitting a warranty list. This allows you sufficient time to become settled in your new home and to use most components repeatedly. As you notice items jot them down on a service request form (found at the end of this manual).

11-Month Report

Near the end of the 11th month of your materials and workmanship warranty, you should submit a year end report if you have any items to report. We will also be happy to discuss any maintenance questions you may have at that time. Again, keep notations of items on a service request form. This is also the best time for you to request the "one time" repairs we offer to several components such as drywall.

Emergency Service

While emergency warranty situations are rare, when they occur, prompt response is essential. Begin by checking items you can check. Troubleshooting tips appear in this manual for several of your home's components:

- Air conditioning
- Electrical
- Heat system
- Plumbing
- Roof (leak)
- Water heater

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Please refer to the individual categories to review these hints; you will find them at the end of the corresponding sections. Often the appropriate action by you can solve a problem immediately or mitigate the situation until the technician arrives.

If your review of the troubleshooting tips fails to solve the problem during business hours, call Atherton Homes' warranty office: **(209) 825-9836**

After hours, weekends or holidays, call the necessary trade contractor or utility company directly.

Our trade contractors or local utility companies provide emergency responses to the following conditions:

- Total loss of heat when the outside temperature is below 50 degrees F
- Total loss of electricity if not caused by failure to transfer service to your name
- Total loss of water if not caused by failure to transfer to your name
- Plumbing leak that requires the entire water supply to be shut off
- Gas leak

Note that if a service (gas, electricity, water) is out in an entire area, attention from the local utility company is needed. Trade contractors are unable to help with such outages.

If you need to call an outside company for emergency service, please bring a copy of the receipt to the Customer Service Office so that we can reimburse you for any expenses that are covered under your warranty.

Air Conditioning

Understandably, if your air conditioner is not working, you want it fixed pronto. In a typical scenario, many other homeowners across our region will discover they too need service on their air conditioners on the same hot day that you do. The trades who address these needs generally respond to calls on the first come, first served basis. If your call for service comes during this time period, you may wait several days for a technician to arrive. For this reason, we recommend that you operate your air conditioner as soon as warm temperatures begin. In this way, if service is needed, you can avoid the rush and get a more satisfactory response.

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Roof Leaks

While we agree with homeowners that a roof leak is indeed an emergency, the reality is that repairs cannot safely or effectively be performed while the roof is wet. During business hours, contact our office with the information, take appropriate steps to mitigate damage, and we will follow up when conditions make repairs possible. (See *Roof* for more details.)

Other Emergencies

In addition to emergency situations covered by our limited warranty, be prepared for other kinds of emergencies. Post phone numbers for the fire department, police, paramedics, and poison control near phones in your home. Have companies in mind in the event you need a locksmith, water extraction, glass breakage repair, or sewer router service. If you are new to the area, neighbors may be able to recommend good service providers. Introduce your children to neighbors who might be available to help in an emergency if you are not home.

Other Warranty Service

If you wish to initiate non-emergency warranty service between the standard 90-day and 11-month report, you are welcome to do so by sending in a service request form (we've included 3 copies of this form at the back of this manual) or simply by writing a letter that includes your name, address, phone numbers, and a list of your concerns.

Homeowners who want to arrange a 90-day or an 11-month warranty visit receive priority scheduling. We schedule appointments for miscellaneous requests on the first come, first served basis between the standard appointments. As a result, service on miscellaneous requests may take a bit longer to address.

Kitchen Appliance Warranties

The manufactures of kitchen appliances have asked to work directly with homeowners of any repairs are needed for their products. Customer service phone numbers are listed in the use and care materials for each appliance. Be prepared to provided the model and serial number of the item and the closing date of home. For your convenience, we have included an Appliance Service information sheet among the other checklists in the manual.

Appliance warranties are generally for one year; refer to the literature provided by the manufacturer for complete information. Remember to mail in any registration cards you receive with manufacturer material. Being in the manufacturer's system assures that in the event of a recall, the company can contact you and arrange to provide the needed correction.

Warranty Item Processing Procedures

When we receive a warranty service request, we may contact you for an inspection appointment. Warranty inspection appointments are available Monday through Friday, 8:00 A.M. to 2:30 P.M. We inspect the items listed in your written request to confirm warranty coverage and determine appropriate action. Generally, reported items fall into one of three categories:

- Trade contractor item
- In- house items
- Home maintenance item

If a trade contractor or an in-house employee is required to perform repairs, we issue a warranty work order describing the situation to be addressed. If the item is home maintenance, we will review the maintenance steps with you and offer whatever informational assistance we can. Occasionally the inspection step is unnecessary. In that case, we issue the needed work orders and notify you that we have done so.

Help Us to Serve You

We can provide service faster and more accurately if we have all the necessary information. With your warranty request, please include:

- Your name, lot number, address, and the phone numbers where you can be reached during business hours
- A complete description of the problem, for example, “guest bath – cold water line leaks under sink,” rather than “plumbing problem”
- Information about your availability and the best days and times to reach you. For instance, if calling you at work is acceptable, let us know. Otherwise, we will use your home phone number. If you are usually home on Thursday, mention that.

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Access to Your Home

Atherton Homes conducts inspections of interior warranty items only when an adult is available to accompany our representative and point out the items you have listed. Both our in-house service technicians and those of our trade's contractors will likewise perform repairs only when an adult is available to admit them to your home. An adult is a person 18 or older who has your authorization to admit service personnel and sign completed work orders.

Exterior Items

Exterior items can usually be inspected and repaired without an adult present, provided access is available (for instance, locked gate or dogs). However, we will contact you the day prior to any visit and let you know we will have someone on your property. If you prefer to meet with us and discuss the item(s) in question, we are happy to arrange an appointment to do that.

Repair Appointments

Depending on the work needed, at the conclusion of the inspection appointment, the Customer Service Office will call you to schedule a date minimum of 10 days from the inspection date – for approved repairs to be made. This 10-day time frame allows us to notify appropriate trades' people and arrange for most repairs to occur on the same day.

Although on occasion, work must occur in sequence and more than one work date might be needed, this system works well in the majority of situations.

Inspection and Work Hours

Many homeowners ask whether evening and weekend appointment times are available. Atherton Homes understands the desire for appointments outside normal business hours. We recognize the trend to service being available "24/7" in many businesses. However, in investigating how such appointments could be arranged, we discovered many factors that make extended service hours impractical.

- A significant portion of repairs require daylight for proper execution. This applies to drywall, paint, and exterior work of almost any type.
- We also found that most of the 35 to 50 independent trade contractors who helped us build your home – many of whom operate as small companies – were unable to work all week and also be available for extended hours. Therefore, the few repairs that could be performed in off-hours failed to eliminate the need for repair appointments during normal hours.

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- Administrative staff and supervisors would need to be available to answer questions. Having some personnel work extended hours meant being short staffed during normal business hours.
- When we calculated the impact on wages and salaries for adding more personnel or compensating existing personnel for working non-traditional hours, we found that this affected overhead, and consequently the prices for our homes.

We are still looking for a workable long-term answer to this recognized dilemma. Meanwhile, our warranty hours will be as follows:

- Customer Service Office: Monday through Friday, 9:00 A.M. to 5:00 P.M.
- Inspection appointments: Monday through Friday, 7:30 A.M. to 2:30 P.M.
- Work appointments: Monday through Friday, 7:30 A.M. to 2:30 P.M.

There are no evening or weekend appointments available.

Pets

Atherton Homes respects the pets that many homeowners count as members of their households. To prevent the possibility of an animal getting injured or lost, or giving in to its natural curiosity about tools and materials used for repairs, we ask that you restrict all animals to a comfortable location during any warranty visit, whether for inspection or warranty work. This policy is also for the protection of our employees and trades personnel. We have instructed Atherton Homes and trades personnel to reschedule the appointment if pets have access to the work area.

Your Belongings

In all work that we perform for our homeowners we are concerned that their personal belongings be protected. When warranty work is needed in your home, we ask that you remove vulnerable items or items that might make performing the repair difficult. Atherton Homes and trade personnel will reschedule the repair appointment rather than risk damaging your belongings.

Surfaces

We expect all personnel who work in your home to arrive with appropriate materials to cover the work area, protecting it from damage and catching the dust or scrapes from the work being performed. Similarly, all personnel should clean up the work area, removing whatever excess materials they brought in.

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Repair personnel will routinely check the work area for any existing damage to surfaces. They will document any scratches, chips, or other cosmetic damage prior to beginning repairs to avoid any later disagreement about how and when such damage occurred.

Signatures on Work Orders

Signing a work order acknowledges that a technician worked in your home on the date shown and with regard to the items listed. It does not negate any of your rights under the warranty nor does it release us from any confirmed warranty obligation. If you prefer not to sign the work order, the technician will not that, sign the work order and return it to us for our records. Our work order form includes a brief survey about the service provided. We appreciate your taking a moment to respond to the items listed and let us know your option. If you are dissatisfied with any service we provide, you cannot that on the work order or call the warranty office with your feedback. We will review your concerns and determine whether our requirements have been met. While complaints of this type are infrequent, about 50 percent of the time, we find the homeowner is correct and more attention is needed.

Completion Time

Regular review of outstanding work orders is part of our office routine. Checking with trades and homeowners alike, we strive to identify the cause for delays and get all warranty work completed within an appropriate and reasonable amount of time.

We intend to complete warranty work orders within 15 business days of the inspection unless you are unavailable for access. If a back-ordered part of similar circumstance caused a delay, we will let you know. Likewise, when weather conditions prevent the timely completion of exterior items, we track those items and follow up to ensure that they are addressed when conditions are right. This can mean a wait of several months.

Missed Appointments

Good communication is on key to successful completion of warranty items. We strive to keep homeowners informed and to protect them from inconvenience. One of our challenges in this regard, is when unexpected events sometimes result in missed appointments.

If an Atherton Homes employee or a trade person will be late, he or she should contact you as soon as the delay is recognized, offering you a choice of a later time the same day or a completely different appointment. If you must miss an appointment, we appreciate being alerted as soon as you realize your schedule has changed. We can put work orders on “hold” for 10 to 30 days and reactivate them when your schedule offers a better opportunity to arrange access to the home.

Warranty Service Summary

The many details of warranty coverage can be confusing. We hope this summary of key points will help. If you do not know whom to contact, call our warranty office and we will guide you.

Warranty Hours

- Customer Service Office: Monday through Friday, 9:00 A.M. to 5:00 P.M.
- Inspection appointments: Monday through Friday, 7:30 A.M. to 2:30 P.M.
- Work appointments: Monday through Friday, 7:30 A.M. to 2:30 P.M.

Appliances

Contact the manufacturer directly with the model and serial number, closing date, and description of problem. Refer to your Appliance Service information sheet. If you are missing any manuals, you may contact GE at 1-800-432-2737 and they will send you one. *It is very important to make sure the serial number tag is not removed from your appliance. It will void your warranty.*

Emergency

First, check the troubleshooting tips under several individual headings in this manual. If those tips do not solve the problem, during our business hours (Monday through Friday, 9:00 A.M. to 5:00 P.M.), call our warranty office. **(209) 825-9836**

After business hours or on weekends or holidays, contact the trade or appropriate utility company directly using the emergency numbers you receive at your orientation. Bring your receipt for emergency service to the Customer Service Office. If a construction issue causes emergency, you may be eligible for reimbursement.

Non-emergency

Mail, fax, e-mail, or drop off your lists of items at our warranty office. You will find warranty service request forms at the end of this manual or you can request copies by calling our office.

Storm Damage or Other Natural Disaster

Contact your homeowner's insurance agent immediately. Contain damage as much as possible without endangering yourself. In extreme situations, photograph the damage.

Please insert signed copy of:

**Declaration & Acknowledgement of Receipt
Of One-Year Limited Warranty**

Signed at Time of Orientation

SECTION 1 – Limited Warranty

Limited Warranty Identity of Warrantor. Your Builder is the Warrantor under this Warranty.

To Whom Given. This Warranty is extended to you as the purchaser of the home identified on the Declarations page signed at the New Home Orientation.

This warranty is for the sole benefit of you as the first purchaser of the home and does not extend to any subsequent purchaser of the home. If you sell your home before the Warranty expires, the Warranty will end upon the earlier of :

- a.) The date of transfer of possession to the new homeowners, or
- b.) The close of escrow on the sale of your new home.

This Warranty is neither assignable nor transferable. Any attempted assignment or transfer of this Warranty shall be void, and of no effect whatsoever, and shall constitute an automatic termination of this Warranty.

Coverage. Builder warrants the dwelling against defects due to noncompliance with the approved standards in the original materials and workmanship for one (1) full year from the date of the close of escrow.

Builder will repair or replace, at its option, and at no charge, any component which shall be found to be defective. All claims for correction of defects must be made within the Warranty Period by written notice addressed and mailed, faxed or via our website to the Customer Service office.

Consequential Damages. Builder shall not be responsible or liable for any incidental consequential or secondary damages and/or losses of any kind whatsoever that may arise from, or out of, any defects warranted hereby, including, but not limited to, personal injury or damage to personal property, loss of use, or inconvenience.

Remedy. If a defect occurs in an item which is covered by this Warranty, your Builder will repair, replace, or pay you the reasonable cost of repairing or replacing the defective item. The Builder will not pay for any repairs or work done by you or your agents, unless the work has been authorized in writing by our Customer Service Department. Your Builder's total liability under this Warranty is limited to purchase price of the home on the Declarations Page. The choice among repair, replacement or payment is your Builder's.

Steps taken to correct defects shall not act to extend the time of this Warranty. Your Warranty will begin when the escrow closes on your new home. If occupancy occurs prior to the close of escrow in accordance with an executed Rental Agreement, the date that occupancy begins (the date of receipt of your house keys) will begin the Warranty period. The Warranty period is one year.

Other Insurance or Warranties. In the event your Builder repairs or replaces, or pays the cost of repairing or replacing, any defect covered by this Warranty for which you are covered by other insurance or warranties, you must, upon request of your Builder, assign the proceeds of such insurance or warranties to your Builder to the extent of the cost to your Builder of such repair, replacement or payment.

Disclaimer of Warranties. This Warranty is expressly in lieu of any implied warranty of merchantability, implied warranty of habitability, implied warranty of fitness for a particular purpose, implied warranty that the completed structure was designed and constructed in reasonably workmanlike manner, or any other implied or express warranty of any kind, written or oral.

Exclusions

The following are not covered by this Warranty:

- a. Defects in outbuildings, including detached garages and detached carports (except outbuildings which contain the plumbing, electrical, heating, cooling or ventilation systems serving the home); swimming pools and other recreational facilities; driveways, walkways; patios; boundary walls; retaining walls; bulkheads; fences; landscaping (including sodding, seeding, shrubs, trees, and plantings); off-site improvements, or any other improvements not a part of the home itself.
- b. Damage to real property, which is not part of the home, covered by this Warranty and which is not included in the purchase price stated on the Declarations Page.
- c. Any damage to the extent it is caused or made worse by:
 - Negligence, improper maintenance or improper operation by anyone other than your Builder or its employees or subcontractors.
 - Failure by you or anyone other than your Builder or its employees, agents or subcontractors to comply with the Warranty requirements of manufactures of appliances, equipment or fixtures.
 - Failure by you, the purchaser, to give notice to your Builder of any defects within a reasonable time. If your home has a defect which is covered by this Warranty, you should notify Atherton Homes upon your discovery of the defect. This Warranty will apply only if *written* notice is received by Atherton Homes within the applicable Warranty period. Atherton Homes will not be responsible for damage to your personal property that is caused or aggravated by a delay in reporting the defect, or your failure to take reasonable care in protecting such items.
 - Changes of the grading of the lot by anyone other than your Builder, its employees, agents or subcontractors.
 - Changes, alterations or additions made to the home by anyone after your initial occupancy. Except those performed by your Builder, or its employees, agents, or subcontractors.

- Dampness or condensation due to the failure of you, the purchaser, to maintain adequate ventilation.
- d.** Any loss or damage, which you the purchaser, have not taken timely action to minimize.
- e.** Any defect in, or caused by, materials or work supplied by anyone other than your Builder, or its employees, agents or subcontractors.
- f.** Normal wear and tear or normal deterioration.
- g.** Loss or damage, not otherwise excluded under this Warranty, which does not constitute a defect in the construction of the home by your Builder, its employees, agents or subcontractors.
- h.** Loss or damage resulting from accidents, riot and civil commotion; “Acts of God”: fire, explosion, smoke, water escape, falling objects, aircrafts, vehicles, lightning, windstorm, hail, flood, mudslide, earthquake volcanic eruption, wind driven water, and changes in the underground water table which are not reasonably foreseeable.
- i.** Any damage caused by soil movement for which compensation is provided by legislation or which is covered by other insurance.
- j.** Insect or wildlife damage.
- k.** Any loss or damage which arises while the home is being used primarily for non-residential purposes.
- l.** Failure of your Builder to complete construction of the home.
- m.** Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair.
- n.** Any condition which does not result in actual physical damage to the home.
- o.** Bodily injury or injury to personal property.
- p.** Consequential damages. Builder shall not be responsible or liable for any incidental consequential, or secondary damage and/or losses of any kind which may arise from or out of any defects warranted hereby, including, but not limited to, personal injury or damage to personal property, loss of use or inconvenience.
- q.** Appliances, equipment and other consumer goods are covered by warranties from the manufactures of these items, NOT by Atherton Homes. We make no express warranties with respect to these items and disclaim any liability or responsibility

whatsoever for such items. These items are being sold on an "as is" basis in their condition as of the date you are acquiring possession of such items, and the entire risk as to the quality and performance of these items is with you. Should the goods prove defective following their purchase, and then you, not Atherton Homes, assume the entire cost of all necessary servicing or repair subject to your rights against the manufacture. If you have any problems with any of these items, please follow the procedures outlined in the manufacturer's warranty. Atherton Homes Customer Service Representative will be glad to help you contact specific manufacturers.

The following is a partial list of what we consider to be consumer items. Your home may not have all the listed consumer items, or it may have other items not listed.

Air Conditioning System
Dishwasher
Electric Meter
Furnace
Garage Door Opener
Garbage Disposal
Oven (and Hood)
Fire Sprinkler System

Range
Smoke Detectors
Thermostat
Trash Compactor
Water Heater
Water Meter
Gas Meter

Miscellaneous

Assignment of Manufacturer's Warranties. The Builder is required to sign over to you all manufacturers' warranties on items that have been provided as part of your home.

Notices. All notices to your Builder must be sent by mail, postage prepaid to the recipient at the address shown on the Declarations Page or to whatever other address the recipient may designate in writing.

General Provisions. Should any provision of this Warranty be deemed by a court of competent jurisdiction to be unenforceable, that determination will not affect the enforceability of the remaining provisions. This Warranty is to be binding upon your Builder, and the Purchaser, their heirs, executors, administrators, successors and assigns. Use of one gender in the Warranty includes all other genders and use of the plural includes the singular, all as may be appropriate. This Warranty is to be covered by and construed in accordance with the laws of the state in which the home is located.

Amendments. This Warranty cannot be changed or altered in any way.

CUSTOMER SERVICE REQUEST PROCEDURES

Please read and become familiar with the limitations and conditions of your warranty, found in your homeowner's manual. Although we strive to deliver our homes to you in the condition you would expect, any product as large and complex as a new home may require corrections and adjustments; therefore, our Customer Service Procedures are listed below:

ALL SERVICE REQUESTS MUST BE IN WRITING (service request forms can be found in your homeowner's manual). Verbal requests will not be honored.

1. E-mail: athertoncs@yahoo.com
2. Online service form: Atherton-homes.com; choose service request (*password: fixit*)
3. Fax: 209-824-2081
4. Mail: Atherton Homes Warranty Service, P.O. Box 1870, Manteca, CA 95336
5. Personally deliver to our office.

We intend to make warranty corrections as quickly and efficiently as possible. However, depending on work schedules and availability of materials, there are sometimes delays in the completion of certain repairs. Therefore, we request that you be patient with us as we assist you with warranty items.

Within the first 90 days after occupancy, you will become familiar with your home, and may notice minor items that need repair under the terms and conditions of your one year limited warranty. Instead of writing us a request for service every time you notice an item, we ask that you keep a running list of items needing repair and turn in that list at the end of your 90 days. This will save both you and our service department valuable time.

You will receive a letter around your 10th month of occupancy letting you know that your one-year warranty is about to expire. Please list any items that may need our attention on the enclosed service request form, or by any of the options listed above.

Within 10 working days of receiving your written request, you will receive a call from our Customer Service Representative to set up an appointment. Appointments are available from 7:30 AM to 2:30 PM, Monday through Friday, holidays excluded.

1. Some items may require an initial visit from our Customer Service Department to determine which items we can repair ourselves, and which items need to be sent to one of our subcontractors. Any items listed that are found to be a result of damage or lack of maintenance on homeowner's part will be excluded from warranty coverage.
2. If the items are such that our Customer Service Department can repair them, we will call you to schedule a repair appointment. Please supply us with a phone number where you can be reached during the day.

3. On the items that need to be submitted to one of our subcontractors, they should be contacting you directly for an appointment. If you do not hear from them within 10 business days, please do not hesitate to call the Warranty Service Department. We will follow through on the scheduling of these items as well.

We schedule our field Customer Service Representatives in advance. They are committed to specific appointments daily, and cannot respond to verbal request in the field, or after office hours. They are instructed to inspect, or repair, only the items on their list previously requested by you in writing. Subcontractors are not to be pulled from their jobs on the project they are currently working on to respond to a verbal request for service. Subcontractors have assigned specific personnel to respond to service requests.

EMERGENCY REPAIR REQUESTS:

Electrical, gas, heating and air conditioning failure, or flooding are considered emergencies. Please contact our Customer Service Department immediately by calling 209-825-9836.

If an emergency occurs after our regular office hours, please call a qualified local service company, save your receipt and submit it to the Customer Service office for reimbursement.

Please acknowledge below that you have read and understand the Customer Service request procedures stated above.

Thank you!

Homeowner's Signature

Date

