



C O N S T R U C T I O N

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## HOME CARE GUIDE & WARRANTY

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## **SERVICE INFORMATION**

Congratulations on the purchase of your new Alex Meisner Construction home. This guide has been prepared to help you understand our service procedures and your responsibilities, and to assist you in the enjoyment and protection of the substantial investment your home represents. Based on the variation of products installed, there may be items covered in this guide that do not pertain to your home. Please read this guide carefully.

## **GENERAL CONDITIONS**

The limited warranty is a provision of the purchase agreement between you and us for the construction and/or sale of the home. The limited warranty period is for one year immediately following closing, which is the transfer of ownership from us to you. Also note that warrantable items need to be reported as soon as the incident becomes known. Lack of response from the homeowner that then causes more damage to the initial area and/or surrounding area(s) may be voided of warranty repairs. This also applies if homeowner denies us access to the property for longer than a reasonable time frame.

## **MANUFACTURERS' WARRANTIES AND INSTRUCTIONS**

Many of the products in your home, including appliances, flooring, plumbing and electrical fixtures, etc., have warranties and care instructions provided by their manufacturers. These may have been provided to you with the appliance or may be available through the manufacturer's web site or toll-free warranty service number often found on the item's label. If there is any conflict between the information in this guide and the manufacturer's instructions, follow the manufacturer's instructions.

## **CUSTOMER CARE PROGRAM**

**Home Orientation.** The purpose of the orientation is to familiarize you with the operation and maintenance of your home.

**Requests for Warranty Service.** Use the following procedure for all non-emergency warranty service requests. Failure to follow these procedures may result in delay in responding to your request.

- A. Go to <https://www.alexmeisner.com>
- B. Click on the *Homeowner* tab in the upper right corner
- C. Click on the *Work Order Request* tab
- D. Fill out the form & submit. You will be redirected to the homeowners page indicating your request was submitted

Typically a response is not given to indicate your request was received. Instead, it is sent directly to the proper chain of command and will be addressed within the next few days to follow. We ask that you please give us one week before reaching out on the status of your request if you have not heard anything.

Putting your requests in writing ensures that there will be accurate documentation. We cannot accept emailed or oral requests for non-emergency warranty service. We thank you for your cooperation.

## **Emergency Service**

In the case of an emergency call 911. If there is an urgent warranty item, please email us at [warranty.alexmeisner@gmail.com](mailto:warranty.alexmeisner@gmail.com). Please note we do not check emails on weekends or holidays and if the request does not fit under our emergent warranty, we may ask you to resubmit the request using our designated form and will disregard your original email.

## **UTILITIES**

Utilities must be transferred into the homeowner(s) name within 24 hours of closing to avoid any disruptions in your services. Standard utility services include electricity, natural gas, trash, sewer, and water. To transfer services, you will need to know if the water/sewer/trash is provided by the city or the county, as well as the home's address.

## **TV/PHONE/INTERNET**

We have provided a wire for service from inside the home to the outside of the home for these services. It is the responsibility of your TV/Phone/Internet provider(s) to connect the wire to their system(s). Each interior service wire, including those in bedrooms, must be connected by the provider to their service system for them to work.

## **WINDOWS**

On the exterior of certain sliding windows or sliding doors, you will find "weep holes" provided at the base. These should be kept free of any obstruction to allow moisture to escape. During cold weather, you may notice a movement of air in the vicinity of the windows or doors. This is caused by the difference in temperature between the cold air outdoors and the heat in your home. When the warm air inside is chilled on the glass surface, the air mass near the windows is set in a motion. This air feels cooler, like air pushed by an electric fan, but it is not actually cold air coming into the home.

You may experience condensation on your windows because of the following:

1. Our construction techniques greatly reduce air infiltration, therefore normal household moisture does not escape through cracks around the windows, doors, and walls
2. If you have electric heat there is no heater flue for moisture to escape
3. If you have a humidifier, its setting may be too high
4. Cooking vapors, showers, dishwashers, laundry appliances and house plants add a great deal of moisture to the air
5. As new homes dry out, the building materials give up moisture to the air in your home during the first few months

If you are experiencing sticking windows, apply a small amount of silicone lubricant to the tracks to ease operation.

## **EXTERIOR DOORS**

All exterior doors are affected by the elements. At times, especially after heavy rains, they may not open or close as smoothly as at other times. This is because wood frames absorb moisture and swell. The doors will adjust themselves in the course of a normal drying out process (also refer to the section on "Shrinkage/Settling").

Your sliding door or patio door may come with a sliding screen door. If the screen door sticks or comes off of the track when you use it, make sure the track is clear. You may also need to adjust the rollers on the top and bottom and to apply a silicone lubricant to the track.

The frequency of repainting or restaining is determined by the degree to which the doors are exposed to the elements. Weather-stripping is provided between the door and the frame to help keep the cold air out and the heat in. Do not paint weather-stripping or remove any small felt pads which are attached to doors or door jambs.

Exterior doors leading into your garage require extra maintenance. These doors typically see the most weather and sun damage. It is not uncommon to see them start to chip, peel,, swell, shrink, etc. within just the first few months.

## **GARAGE DOORS**

The garage doors should be lubricated several times a year. Lubricate all pulleys and rollers.

If the doors are prefinished, routine cleaning is all you'll need to do to maintain their appearance. If they are painted metal or wood, they will need periodic refinishing or painting.

Improperly installed garage door openers can damage your garage door system. Openers improperly installed by you will void your warranty on your garage door system. We will not adjust garage doors once openers have been installed by you. If you have installed an opener and problems have developed with the door, disconnect the opener to see if the door operates properly without the opener.

In some homes the main water line can be located in your garage. It is important to take note of this and make sure your garage doors are kept closed during the cold weather months to avoid frozen pipes.

## **ROOF**

Following these common-sense precautions will help your roof last for years:

1. Keep the gutters and downspouts clean and unobstructed by tree limbs, leaves, balls, trash, etc. Clogged gutters can lead to leaks caused by ice damming which is not warrantable.
2. Do not permit any installation that punctures the roof, and make sure that anyone walking on the roof takes care not to damage tiles, shingles, or flashing.
3. Have a professional check the roof periodically for damage.

## **CONCRETE WALLS AND FLOORS**

Concrete walls and floors expand with summer heat and contract with winter cold. Iron County has extreme weather. Concrete flat work will see a 30 degree swing in temperature in one day. This does not help the life of any concrete. Spalling of concrete is due to ice, water, and snow. Expansion and contraction, and natural shrinkage as concrete cures, will occasionally cause small cracks to appear.

They do not affect the strength of the concrete. No matter how thick the walls or how solid the ground is when the house is built, these cracks will occur. Exterior concrete is not a warrantable item unless it is a specific defect such as but not limited to cracks which are larger than ¼ inch wide, settled in a structural area further than 1" from the original location that is not due to lack of drainage maintenance.

We recommend you help your concrete by sealing it and filling joints so water does not get under the slab and freeze which may cause it to heave. Shoveling snow off concrete as soon as possible will help prevent damage.

## **MASONRY (IF APPLICABLE)**

You may notice what appears to be a series of mortarless joints toward the bottom of the brickwork and above doors and windows. These weep holes allow any moisture that penetrates the brick to pass outside. Do not point or fill these holes or bury them with landscaping mulch.

Brick is porous and absorbs water. If you have chosen a particularly porous brick or if your brick faces the prevailing winds, you can have a contractor apply a silicone sealer to reduce water penetration. Cracks can develop in the mortar which is normal due to shrinkage.

Efflorescence is a white, powdery substance which sometimes appears on the surface of brick, masonry and roof tiles. It is caused by minerals leaching from the masonry due to the absorption and evaporation of moisture. It is not a defect in the brick or masonry. Because it is a natural attribute of masonry products, it is not a warrantable condition.

## **STUCCO**

Minor cracks are typical in stucco wall surfaces. You can minimize them by coating stucco with an approved stucco sealant or paint.

## **WALKS, DRIVEWAYS, STEPS**

Due to the nature of concrete and asphalt, it is impossible to prevent surface cracking.

Protect concrete and asphalt by keeping them clear of ice and snow. Do not apply salt in any form, as this will cause scaling and pitting.

**Do not permit heavy trucks, loaded or unloaded, inside the curb line of your property. They may seriously damage your concrete and asphalt surfaces.**

Damage called "scrubbing" may occur to your asphalt driveway by turning your front wheels while your vehicle is not moving. Avoid turning the wheels of your car while it is stopped as the resulting damage is not warrantable.

## **FIREPLACES**

For wood burning fireplaces, start fires slowly. Do not create a fast, hot fire, as it may cause cracking.

Remember to open the damper and outside air intake.

High winds can cause temporary negative drafts. When it is windy, you may have to postpone building a fire. You may be able to help get a draft started by cracking open a window.

Because of the "stack draft" effect of a chimney, even fireless fireplaces draw air out of your home. Close the fireplace dampers when the fireplace is not in operation.

For gas fireplaces, follow the manufacturer's instructions for safe operation.

## **GRADING**

As the earth around your home becomes compacted and sinks, depressions may appear, particularly where there had been a trench near the foundation of the home. It is the responsibility of the homeowner(s) to maintain proper grading over the lifetime of ownership. In the event you have a yard we did not landscape, a positive grading slope away from the home must be maintained at all times to prevent the collection of water against the foundation which may cause dampness or water in the home. You also may not change the grade of slope to drain into any surrounding neighbors' lots, whether it be from rain, gutters, or sprinklers. If you plan to have flower beds near the home, make sure the finish grade of the flower beds slopes away from the foundation. Landscaping mulch may hide the ground settlement around your home. Check the grade in this area each time you mulch and maintain at least 6" from the grade to the top of the foundation.

Drainage swales which facilitate the drainage of your home site or adjoining home sites should not have any obstructions in them. Adding structures, trees, or plants, or modifying the grade of a swale is prohibited (also refer to the section on "Drainage & Sprinklers").

## **LAWNS (IF APPLICABLE)**

1. **New lawns need plenty of water. To establish a new lawn you must water every day, as thoroughly as possible, without creating erosion or washout.** Water your new lawn very early in the morning so that the water penetrates the soils, rather than evaporating.
2. We are responsible only for initially establishing the proper grades and swales. You are responsible for maintaining them once they have been properly established. Be sure to repair any washouts as soon as possible to minimize erosion.

3. Once your lawn has become established, it is very important to maintain a regular lawn care program. It is usually best that you concentrate on fertilization, rather than weed control the first year. Healthy, regularly fertilized lawns will control most weeds naturally. Allow your lawn to become fully established before using weed control products.
4. Different lawns require different lawn care treatments. Ask a lawn care specialist to evaluate your lawn and soils to establish the best suited treatment program.
5. During summer, do not cut your grass too short. Moisture will remain in the soil longer if the grass is taller.
6. Until the homes on adjacent sides of you are completed, refrain from any planting within five feet of the property line. Often the establishment of adjoining lawns will require minor work on the property line to property establish the grading in the area. This will allow us to better grade and drain adjoining properties, as well as your own.
7. If you plan major plantings or fencing along property lines, a survey is recommended prior to the start of work.
8. **Watering and fertilization are the most important things you can do for your lawn.**  
Watering and fertilization will be much less expensive than reestablishing a lawn which has not been fully nurtured in the critical first year.

These are only suggestions. You should contact a lawn care specialist for more specific recommendations. It takes time and special care to fully establish your new lawn. It is common for lawns to take up to three years to become fully established. We will make sure every bush has a water source and the timer is set. From there, the homeowner(s) will have the ability to adjust water accordingly to outside weather conditions and are responsible for the survival of grass, bushes, and trees. Please be patient and follow good lawn care procedures and you will be rewarded with a beautiful lawn.

### **DRAINAGE**

At the time of final inspection, your home was properly graded away from the foundation to fall 2% in 10 feet away from the foundation, porch/patio, and was inspected by a soli engineer.

### **WINTERIZING SPRINKLERS**

Water for sprinkler systems and outside spigots must be winterized before extreme cold conditions.

Broken pipes from failure to properly winterize the system(s) is not warranted.

The stop and waste water valve are located behind most city water meters. A 5' T bar is needed to turn on/off landscape water.

### **SHRINKAGE/SETTLING**

All new homes go through a period of movement and settlement as they reach equilibrium. During this period, the home will experience minor material shrinkage, cracking, etc. which is all normal. Being a natural material, the wood in your home will shrink; baseboards, wood moldings, and trim sometimes work out of position, doors may shift out of alignment, wood simultaneously exposed to outside and inside environments (ex: outside door frames) tend to twist or pull in cold or wet weather. Normal shrinkage can be minimized by maintaining an even interior temperature and humidity during the first year and by avoiding overheating of your home in winter. The appearance of drywall seams or the drawing or protruding of drywall nails is due to shrinkage.

## **HARDWOOD FLOORS**

Your hardwood floors should last as long as the home itself. Follow the manufacturer's recommendations for their care to keep them looking their best. Never use water on hardwood floors or allow damp objects to rest on them because it may damage the finish. Do not move heavy objects across the floor without protecting the surface of it. There may be a certain amount of shrinkage. This in no way affects their durability.

## **RESILIENT VINYL FLOORS**

Follow the manufacturer's recommendations for the care of your resilient floors to keep them looking their best. Do not scrub or use abrasive cleaners as this may scratch your floor. Apply cleaning solution with a mop, cloth, or electric polishing machine. **Do not flood the floors with water or cleaning solutions.**

## **HARD SURFACES INCLUDING GRANITE, MARBLE AND CERAMIC TILE**

Follow the manufacturer's recommendations for their care. Do not scrub or use abrasive cleaners as they may scratch. Try any cleaners in a hidden spot prior to using them on the entire surface. Be careful with heavy or sharp objects as they may cause chips or splintering if dropped on the surface. Keep the surface clean as well. Sand and dirt can cause the finish to look dull.

Marble, granite, and other natural products have variations in the colors, veining and size. Man-made products like tile will have variation between dye lots. Therefore, when replacements or repairs are made, the color match is not guaranteed.

## **CARPETED FLOORS**

Proper care will assure you get many years of enjoyment from the carpeting you selected for your home. There are common characteristics of carpeting that may cause you some unnecessary concern:

1. Some carpet weaves "sprout". That is, loose ends of yarn protrude above the surface. Clip them off. Do not pull them.
2. Short fiber ends and lint frequently work their way to the surface of new carpeting. This "fluffing" may occur for the first several months of use but will not in any way injure the carpet. Simply remove these excess fibers by vacuuming regularly.
3. "Shading" is a characteristic of all pile fabrics, especially good quality, high pile or worsted carpets. The pile lays at different angles causing irregular shades or spots. This may be reduced by regular vacuuming and maintaining the correct humidity level in your home.
4. Carpets sometimes change in hue and appear discolored. Oily film from cooking and heating can settle on carpet fibers and make them "dull or gray". Professional cleaning will usually remove this "atmospheric" soil and return your carpets to their original brilliance.
5. Carpets do not usually fade unless exposed to the direct rays of the sun. This can be avoided by the proper use of window coverings.
6. Many carpet and furniture fibers shrink when they get wet. Do not expect the exact original dimensions after cleaning. Most professional cleaners, however, will "slow dry" to reduce shrinkage.



7. Heavy traffic, together with soil, will sometimes cause matting down in some types of twisted carpets. This is known as "twistblooming" and can be reduced by cleaning. Never let your carpets get too soiled. Dirt and grit left on carpeting acts as an abrasive that will slowly wear away carpet fibers.

### **FLOOR SQUEAKS**

Little can be done to completely eliminate floor squeaks. Generally, these squeaks will appear and disappear with changes in the weather.

### **INTERIOR WOOD AND DOORS**

Wood cabinets, hardwood floors, paneling, doors, and wood trim all have variations in wood grains and color. As wood ages, these variations may become greater or smaller, and cannot be controlled as wood is a natural material. Interior doors expand and contract with the seasons and may bind. If door sticking persists, a simple adjustment of the door by you will control this natural process. Cabinet paint and stain will be provided to you in your interior selection sheet found in your walk through folder or was emailed to you via docusign. However, scratches, nicks, and gouges are not warranty items after move in. Painted cabinets require caulking and we will not be responsible for caulking that moves due to heat and cold conditions in the home.

### **PAINT**

Paint items are not a warranty item after the final walk through. Your paint and stain colors will be provided to you in your interior selection sheet found in your walk through folder or was emailed to you via DocuSign.

### **SPECIAL FINISHES**

Chips, scratches, or mars in tile, granite, porcelain, mirrors, marble and plastic tops, kitchen appliances, etc. may be accidentally caused by members of your family, guests, or movers. Any of these defects noted after your final walk through are your responsibility and are not warranted. Do not use abrasive cleaners. Seal granite tops annually to protect the finish.

### **KITCHEN APPLIANCES**

Some kitchen appliances are warranted by their manufacturers. Please read the instructions and contact the manufacturer's service department with any issues. We, Alex Meisner Construction, can not perform service work on kitchen appliances.

### **CAULKING**

Caulk will shrink over time. For recaulking painted surfaces, use a latex based caulk. For surfaces exposed to moisture and water, use a silicone-based caulk. You should inspect and maintain both the interior and exterior caulking twice per year.

### **PRIVATE WELL (IF APPLICABLE)**

Your well water meets your health department's standards for potability, but should be tested immediately after you move into your new home to determine if any further treatment of your water is recommended. Sometimes a water conditioner or softener will add to the life expectancy of your plumbing fixtures and appliances. We suggest that you contact one of the many reputable water testing companies in your area to perform this test.

### **PRIVATE SEWER (IF APPLICABLE)**

A private septic system requires specific use and care for its proper operation. Connecting a sump pump to the septic system will void the warranty.

## **PLUMBING**

Water enters your home through the main water supply valve. Familiarize yourself with its location, which you can ask to be shown during your final walkthrough. To shut off both hot and cold water, simply close this valve. There is also a shutoff valve located just above the water heater which only shuts off water to the heater. Closing it will not affect the cold water supply. When closing this valve, electrical power and/or any fuel to the hot water heater should be shut off too.

Most faucets have washers or cartridges which will have to be replaced occasionally due to normal wear. To avoid excessive washer wear, never close a faucet tighter than is necessary to shut off the water. Never allow faucets to drip for long periods, as this can cause damage to the faucet. Excess noise from faucets can usually be traced to a loose washer or cartridge. To eliminate the noise, tighten the screw holding the washer. Noisy or dripping faucets may also be caused by worn or damaged washers which you should replace. Never use abrasive cleaners or steel wool when cleaning your plumbing faucets as they may scratch the finish. Never throw non disposable items in your toilet. This will cause a stoppage. Should your toilet and/or drain become stopped up by such items, you will need to request a service call from a local plumber at your expense.

Because we are in an area that experiences temperatures below freezing, you must winterize all exterior hose bibs and irrigation systems to prevent frozen water lines.

Your plumbing is warranted against leaks (except those caused by worn washers, cartridges or misuse) for a period of one year from the date of settlement. Condensation on pipes should not be confused with a leak. During humid periods some condensation is normal.

Water heaters are warranted by the manufacturer for a specified period of time. Please refer to the manufacturer's warranty literature.

## **ELECTRICAL SYSTEM**

If an interruption of electrical service occurs, first check to see that the circuit breakers are in their normal operating positions. If necessary, reset the appropriate breaker. Sometimes a tripped breaker may look like it is in the "on" position, but a closer examination will show that the tripped breaker has moved slightly from the normal position. To reset, switch the breaker first to "off" then to "on."

Repeated tripping is an indication of a short in the affected circuit. Forcing or holding a circuit breaker in its operating position may result in extensive damage to the circuit or to the appliances involved or may even result in fire. Depending upon the jurisdiction, your home may have Arc Fault Circuit Interrupters (AFCIs) which are a type of circuit breaker that trips if it detects any sparking.

Some circuits in your kitchen, baths, basement, and garages are equipped with a ground fault current interrupter (GFCI). If power in your circuit is lost in these areas, push the reset button located on the outlet controlling the circuit. Not every outlet on a GFCI circuit has a reset button.

In the case of an emergency call 911. If there is an urgent warranty item you can email us at [warranty.alexmeisner@gmail.com](mailto:warranty.alexmeisner@gmail.com). Please note we do not check emails on weekends or holidays and if the request does not fit under our emergent warranty we may ask you to resubmit the request using our designated form and will disregard your original email.

## **HEATING SYSTEM**

With any heating system, regardless of type, the actual room to room temperatures will vary as the outside weather conditions change. These are affected by the direction and intensity of sunshine, and by the direction and velocity of the wind. In severe or windy weather, you may have to set the thermostat higher. Read the instruction manual for your heating system to learn how to operate your thermostat.

Air conditioning/heating supply registers are located throughout your home; some have handles to allow opening and closing. Return air registers have no handles. They allow the air to return to the equipment. Be sure that registers are not blocked by furniture, rugs or drapes. During the Home Orientation, you can ask to be shown how to adjust the dampers and registers. Adjusting the supply registers and dampers will allow you to "balance" your heating system for more comfort.

**To balance the system (heating mode example):**

1. Set the thermostat at a point high enough to start the equipment operating.
2. Make sure that the supply registers in the cooler rooms are open all the way, If their supply ducts have dampers, they must be open as well.
3. In rooms where the warm air is coming out in great force, either close the registers by moving the handles or if there are dampers on the supply ducts in the basement, adjust them for proper air flow.
4. Closing of the heat registers in the area where the thermostat is located will lower the temperature in that area, and, in effect, will increase the temperature in other rooms.
5. After you close the registers in room where the heat supply is greater than necessary, the warm air coming from the equipment will be forced through the heat ducts to the register that are open wider. This results in more heat flowing to the cooler rooms of the home.

Keep in mind, when you make these balancing adjustments, that results may not be immediately noticeable. It may take a day or so for you to feel the full effects. Remember too, that the sun location and wind changes affect temperatures of various rooms during the course of a day. The system will probably need to be balanced again at the start of each season as cooling requirement will vary from heating requirements, **For proper air flow, the air filter in the air handler must be regularly cleaned or replaced** in accordance with the manufacturer's recommendations,

In the case of an emergency call 911. If there is an urgent warranty item you can email us at [warranty.alexmeisner@gmail.com](mailto:warranty.alexmeisner@gmail.com). Please note we do not check emails on weekends or holidays and if the request does not fit under our emergent warranty we may ask you to resubmit the request using our designated form and will disregard your original email.

**CENTRAL AIR CONDITIONING**

To cool your home the following steps should be taken:

1. The thermostat's COOL/HEAT switch should be set to COOL
2. The thermostat must be set below room temperature. The fan switch should be in the AUTOMATIC position
3. If the compressor (the outside unit) fails to operate, check to see if the service disconnect is "ON" The disconnect is usually located near the compressor.

Once the home is cooled to the temperature set on the thermostat, the compressor will stop. The fan switch can be set in the "ON" position, which will continually circulate the air within the home. Refer to the manufacturer's literature for warranty information and recommended service procedures.

In the case of an emergency call 911. If there is an urgent warranty item you can email us at [warranty.alexmeisner@gmail.com](mailto:warranty.alexmeisner@gmail.com). Please note we do not check emails on weekends or holidays and if the request does not fit under our emergent warranty we may ask you to resubmit the request using our designated form and will disregard your original email.

### **HOME IMPROVEMENTS/FINISHING BASEMENTS**

Many homeowners will wish to add home improvements after closing. Any improvements to the interior or exterior of the property that were not done and agreed upon by Alex Meisner will not be warranted. Along with that, improvements made that damage or alter previously warranted things will become unwarrantable.

### **CONSTRUCTION DUMPSTERS**

Homeowners are *not* permitted to use construction dumpsters. The dumpsters are for construction debris *only*. Please understand moving boxes, furniture, yard debris, personal belongings, etc. take up alot of room in dumpsters and can cause them to be overfilled and can potentially cause trash to blow out. Instead please check with the local city office when your trash day is or consider taking old items to the local DI or Care and Share. Homeowners may be charged a fine if they are seen using construction dumpsters.

### **SUMMARY**

Understand that weather conditions play a big role in the overall outcome and finish product of every home. In some cases, both parties may agree to finish items held up by weather, rain, or extreme cold conditions, after closing. Such agreement will be in writing and will clearly state what will be finished when weather permits. Some of these items being, landscaping, exterior siding, roofing details, etc. In no way does the weather delay mean we will add to the contract or change such design when work commences. We will default to the signed plans. We hope that the information contained in this guide will be of assistance to you. Please also note that we work Monday - Fridays from 9 am - 5 pm excluding major holidays and do our best to fulfill warranty requests within this time. We are proud of the home we built for you and know it will provide years of comfort and protection for you and your family with a minimum of care on your part. Welcome Home!

## ALEX MEISNER LIMITED WARRANTY

Dear Homebuyer(s):

You are purchasing a Home with warranty protection provided by Alex Meisner Construction. Alex Meisner Construction is providing you with this Warranty, pursuant to which Alex Meisner Construction is warranting that the components of your Home will meet certain standards, which are explained in the Home Care Guide. The Warranty Period is one (1) year after closing. More details can be found in the Standards of Performance. Some appliances, equipment, and other components included in the Home are not covered by the Warranty, but are covered by separate warranties provided directly by the manufacturer or the supplier of the component. You should make any warranty claims relating to these components directly to the manufacturer as required by the manufacturer.

For the purposes of the Warranty,

"Home" means a single family residence or a condominium unit or other attached housing unit contained in a residential structure that is covered by this warranty.

"Builder" means Alex Meisner Construction LLC, which is the corporation that will receive warranty requests and perform work that is covered by the limited warranty. Builder is also referred to as we/us/our.

"We/Our/Us" is defined as Alex Meisner Construction representative, subcontractor, etc.

"Homeowner" means the first person whom a home, or unit in a multi unit residential structure is sold to.

"Consumer Product" means an item of equipment, an appliance, or another item defined as a consumer product. Such as but not limited to, dishwasher, garbage disposal, gas/electric cooktop, stove, oven, microwave, garage door opener, hot water heater, furnace, air conditioner and thermostat.

"Subcontractor" means any contractor that is not a direct employee of the builder, who has been hired to work on the home as a separate insured entity and supplied equipment, labor, and/or material to complete such work.

The Warranty is the sole and exclusive warranty provided to you by Alex Meisner Construction. **To the extent allowed by law, all other warranties, express or implied, including, but not limited to, any statutory and implied warranties of habitability, merchantability, good quality, workmanship, design and construction in a good, fit, and workmanlike manner, fitness for its intended purpose, or fitness for a particular purpose as well as any implied warranties that the Home is free from faulty materials, is free from any defect resulting from noncompliance with building codes or standards, or was constructed according to sound engineering standards are hereby expressly disclaimed and waived, including with respect to latent defects. To the extent allowed by law, all claims for personal injury relating to microorganisms, fungus, decay, rot or mold are hereby waived.**

While Alex Meisner Construction will make every effort to resolve any warranty items to your satisfaction, ***You should be aware that this warrant includes a requirement that all disputes be submitted to binding arbitration. By this agreement, both you and Alex Meisner Construction are waiving the right to a proceeding in a court of law and the right to a jury trial.***

Please take the time to become familiar with this Warranty and read it in its entirety in order to understand the protection it provides, the exclusions that apply, and the standards that determine whether a condition is covered. The Warranty defines Alex Meisner Construction's responsibilities to you and your responsibilities to your Home. Please also bear in mind that proper maintenance of your Home is necessary in order for your Home to perform, and the failure to perform the required maintenance on your Home will limit or void your rights under this Warranty.

This Warranty is separate and independent of the Agreement of Sale between you and Alex Meisner Construction for the construction and/or sale of your Home. The provisions of this Warranty shall in no way be restricted by anything contained in the construction and/or Agreement of Sale between you and Alex Meisner Construction. The provisions of this Warranty shall survive closing.

### **1. The Alex Meisner Construction Express Limited Warranty**

Under the Warranty, Alex Meisner Construction warrants that your Home will meet the Standards of Performance set forth in this Warranty. Alex Meisner Construction' obligations are expressly limited to the Standards of Performance and the Warranty Periods. This Warranty is the sole and exclusive warranty provided to you by Alex Meisner Construction and constitutes the exclusive remedy with respect to all claims by you against Alex Meisner Construction. You specifically waive the right to seek damages or to assert any claims against Alex Meisner Construction, except as may be provided in this Warranty,

Warranty Start Date: The Warranty Start Date is defined as follows: Warranty coverage begins on the closing date of the original purchase of your residential unit, i.e., a detached home, condominium or other attached housing as indicated in the Standards of Performance. Warranty coverage for Common Elements that are part of a structure containing one or more residential units begins on the closing date of the original purchase of the first residential unit that closes in the structure in which the Common Elements are located. Warranty coverage for Common Elements that are not part of a structure containing residential units begins on the earlier of the date of substantial completion or the date title to these Common Elements is transferred to the Association.

To whom the Warranty Applies: The Warranty is given to you as the owner or owners of the Home and you take the Home subject to it. If the Home is part of an Association, the Warranty for a Common Element applies to the Association that has standing under the law to make a claim relating to the Common Element.

Warranty Coverage: Alex Meisner Construction warrants that your Home will meet the Standards of Performance during the Warranty Period for the components identified in the Standards of Performance. If a component is not specifically identified in the Standards of Performance, then it is not warranted by Alex Meisner Construction under the Warranty or otherwise. This Warranty provides three coverages:

One-year Systems Coverage: Alex Meisner Construction warrants certain materials and workmanship for the home as set forth in the Standards of Performance for a period of one year after the warranty date

No action will be required by Alex Meisner Construction unless the structural element is incapable of performing its load-bearing function such that the Home is unsafe.

Discretion to Repair: Alex Meisner Construction shall repair any item that does not meet a Standard of Performance or Alex Meisner Construction may elect at its sole discretion to perform the repair. In lieu of making a repair, Alex Meisner Construction may elect at its sole discretion to replace the warranted item. References to "repair" in this Warranty are intended to include "replacement" where Alex Meisner Construction elects to replace a warranted item rather than repair it.

Post-Repair Condition of Home: If an item covered under the Warranty deviates from the Standards of Performance, Alex Meisner Construction may repair it to conform to the Standards of Performance. In the case of structural elements that deviate from the Standards of Performance, Alex Meisner Construction may repair the structural element to restore the element's load-bearing function, as designed, and make other repairs necessary to return the Home to a safe condition. Repairs undertaken pursuant to the Warranty are intended to restore the Home to approximately the same condition as existed prior to the Warranty Request, but not a new condition. If Alex Meisner Construction repairs surfaces, finishes, or coverings, then Alex Meisner Construction will attempt to achieve as close a match with the original surrounding areas as is reasonably possible, but Alex Meisner Construction cannot guarantee and does not warrant an exact match. Alex Meisner Construction will only repair those surfaces, finishes, and coverings that: (1) are actually damaged as a result of a deviation from the Standards of Performance (or damaged in the course of repairing conditions that deviate from the Standards of Performance) and (2) were part of the Home when title was first transferred by Alex Meisner Construction. Alex Meisner Construction will repair such surfaces, finishes, and coverings that are damaged as a result of a deviation from the Standards of Performance. You acknowledge that you accept the risk of damage to your personal property or surfaces, finishes, coverings or other components added to the Home by you and that you will take measures you deem appropriate to mitigate that risk, either through insurance or otherwise.

Release: Upon completion of repairs to a warranted item, you agree to sign a full release of Alex Meisner Construction's obligation for the deviation from the Standard of Performance and any related damage. Unless otherwise agreed to by you, the release shall apply only to the claim that is resolved by the repair (as the case may be) and does not prevent you from making a Warranty Request for any other deviation from the Standards of Performance for other claims during the Warranty periods.

No Voluntary Payments: You agree not to make any voluntary payments, assume any obligations, or incur any expenses to address a condition that you believe constitutes a deviation from a Standard of Performance without prior written approval from Alex Meisner Construction. Alex Meisner Construction will not reimburse you for repairs that you make or pay for without (1) notifying Alex Meisner Construction of the problem, (2) allowing Alex Meisner Construction to investigate and repair it as required by this Warranty, and (3) obtaining Alex Meisner Construction's prior written approval.

Limitation of Liability: Alex Meisner Construction's total financial obligations under the Warranty are limited to the original sales price of your Home regardless of the number of claims made pursuant to the Warranty. The amount that Alex Meisner Construction spends to satisfy its obligations under the Warranty will be calculated based on the cumulative total of all repairs and payments made pursuant to the Warranty, including Alex Meisner Construction's costs of designing, performing, and monitoring repairs in your Home. Once Alex Meisner Construction's limit on its financial obligations has been paid, no further claims can be made pursuant to this Warranty.

## **2. Homeowner Maintenance Obligations**

All homes require regular maintenance to prevent premature deterioration and water intrusion and to ensure that the home's systems perform properly. Alex Meisner Construction will provide you with a Home Care Guide that provides recommendations for maintenance of your Home. You are required to care for and perform regular maintenance on your Home in accordance with the Home Care Guide and to perform any other maintenance that a reasonable homeowner should perform.

## **3. Requesting Warranty Service**

If you believe that a component of your Home is not meeting the Standards of Performance during the applicable Warranty Period, you may make a warranty request by:

- Go to <https://www.alexmeisner.com/>
  - Click on the Homeowner tab in the upper right corner
  - Click on the Work Order Request tab
    - Fill out the form with any additional documentation or photos & submit
- OR
- At the bottom of this warranty you will find a copy of the Work Order form that can be printed, filled out, and mailed to the following address:

*Alex Meisner Construction  
1196 Sage Dr. Cedar City Ut. 84720*

Providing notice orally, in person, or by telephone, does not constitute a warranty request. We also ask that request forms do not be hand delivered. The Warranty Request must list the specific warranty claim and the date on which you first observed the condition for which you seek Warranty coverage. You must notify Alex Meisner Construction of any deviation from the Standards of Performance as soon as possible and in no event later than 30 days after you become or should have become aware of the deviation from the Standards of Performance. If Alex Meisner Construction receives the Warranty Request more than 30 days after the applicable one-year period has expired, regardless of when you became aware of the deviation, Alex Meisner Construction will have no obligations under the Warranty. By submitting a Warranty Request, you agree to provide Alex Meisner Construction and its representatives prompt and complete access to your Home during the normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday (not including holidays) to inspect, repair, and conduct tests as Alex Meisner Construction deems necessary. If you refuse to allow Alex Meisner Construction access to your Home, your Warranty Request will be deemed waived and Alex Meisner Construction will be excused from its obligations under the Warranty.

## **4. Your Cooperation**

In order for Alex Meisner Construction to satisfy its obligations under the Warranty and respond to your Warranty Request properly, we need your cooperation. You agree to cooperate with Alex Meisner Construction and any third parties acting on Alex Meisner Construction' behalf for the purpose of inspecting,investigating, testing, monitoring, repairing, replacing, or otherwise correcting a condition that deviates from the Standards of Performance. This includes providing reasonable access to the Home (as set forth above in Section 3) and providing Alex Meisner Construction with documents and information that may be needed. If you fail to cooperate or do not provide Alex Meisner Construction reasonable access to the Home for the purpose of inspecting, investigating, testing, monitoring, repairing, or replacing a condition that is the subject of your Warranty Request, your Warranty Request will be deemed waived and Alex Meisner Construction will be excused from its obligations under the Warranty.



### **5. What Is Not Covered by the Warranty**

In addition to other limitations and exclusions set forth in this Warranty and the accompanying Standards of Performance, the Warranty does not provide coverage for the following items, which are specifically excluded:

- A. Your failure to properly maintain the Home or to properly maintain the Home by performing regular care and maintenance of the Home.
- B. Normal wear and tear or normal deterioration.
- C.
- D. Any deviation from the Standards of Performance caused by, or resulting from, materials or work supplied by someone other than Alex Meisner Construction, its agents, or Subcontractors.
- E. Loss of or damage to any property, fixture, structure or improvement that is not part of the Home or was not constructed by Alex Meisner Construction. You shall be responsible for paying any costs required to remove such property, fixture, structure, or improvement if Alex Meisner Construction deems it reasonably necessary
- F. Loss or damage caused by a failure by you to take timely action to mitigate a condition that you are aware of or should be aware of.
- G. Damage to personal property.
- H. Dampness or condensation due to the failure to maintain adequate ventilation or appropriate temperature.
- I. Economic damages due to the Home's failure to meet your expectations.
- J. Any non-conformity with local building codes, regulations, or requirements and any deviation from plans and specifications where the condition does not result in a deviation from the Standards of Performance and actual physical damage to the Home.
- K. Any failure by Alex Meisner Construction to complete any component of the Home when such failure is apparent and obvious.
- L. Any claim for which Alex Meisner Construction has obtained a release.
- M. Any damages to, or resulting from, a swimming pool that is located within or outside the Home as a result of its construction, placement, use, equipment or maintenance.
- N. Sound transmission and soundproofing between rooms and floor levels within a single family home or within a unit in a multi-family building.
- O. Any execution set forth in the standards of performance
- P. Loss or damages or made worse by:
  - a. Failure to maintain proper temp and humidity within the home

- b. Use of the Home for nonresidential purposes.
- c. Installation or alteration of improvements (including, for example, drain or gutter outlets) by anyone other than Alex Meisner Construction, or contractors or agents performing work for or on behalf of Alex Meisner Construction, that results in surface drainage towards the Home.
- d. Installation or alteration of improvements by anyone other than Alex Meisner Construction, its agents, or its subcontractors, that results in improper drainage that permits water to pond or become trapped in localized areas or against the foundation of the Home.
- e. Negligence, improper maintenance, or intentional or improper operation by anyone other than Alex Meisner Construction, its agents, or subcontractors.
- f. Abnormal loading of structural elements by anyone other than Alex Meisner Construction, its agents, or its subcontractors that exceeds design loads as mandated by applicable building codes.
- g. Failure of anyone other than Alex Meisner Construction, its agents, or its subcontractors to comply with the manufacturers' warranty requirements for appliances, equipment, or fixtures.
- h. Changes to the grading of the ground by anyone other than Alex Meisner Construction, its agents, or its subcontractors.
- i. Failure to give timely notice to Alex Meisner Construction of deviations from the Standards of Performance under the Warranty.
- j. Failure to take timely and reasonable steps to protect and minimize damage resulting from a deviation from the Standards of Performance.
- k. Riot or civil commotion, war, vandalism, hurricane, tornado, windstorm, wind driven rain or water, fire, explosion, power surges or failures, blasting, smoke, water escape, tidal wave, overflow of a body of water, flood, water that backs up from sewers or drains, hail, snow, ice storm, lightning, falling trees or other objects, aircraft, vehicles, landslide, mudslide, avalanche, earthquake, volcanic eruption, or Acts of God.
- l. Abuse of your Home.
- m. Microorganisms, fungus, decay, wet rot, dry rot, soft rot, rotting of any kind, moisture, mold, mildew, vermin, termites, insects, rodents, birds, wild or domestic animals, plants, corrosion, rust, naturally-occurring gasses (such as radon and methane), radiation, formaldehyde, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant or carcinogenic substance, whether organic or inorganic, an electromagnetic field or emission, including any claim of health risk or uninhabitability based on any of the foregoing.

- n. Costs or expenses resulting from the direction of any governmental entity to test, clean up, remove, treat, contain or monitor pollutants.
- o. Buried debris, underground springs or other water, sinkholes, mineshafts or other subsurface anomalies, not known or reasonably discoverable by Alex Meisner Construction at the time of construction.
- p. Changes in the level of the underground water table or water below the surface of the ground that were not reasonably foreseeable at the time the Home was constructed.
- q. Except as provided in the Standards of Performance, defects in recreational facilities, driveways, walkways, sidewalks, concrete steps, patios, porches and stoops not structurally attached to the Home, decks and balconies that are not bolted to or cantilevered from the main structure of the Home, boundary and retaining walls, bulkheads, fences, landscaping, sodding, seeding, shrubs, trees, plantings, subsurface drainage systems (other than footer drains), lawn sprinkler systems, off-site improvements (including streets, sidewalks, and adjacent properties), or any other improvements that are not part of the Home.
- r. Defects in detached garages or outbuildings (except those that contain plumbing, electrical, heating, cooling, or ventilation systems that serve the Home and then only to the extent that the defects would affect these systems). A detached garage is one that is constructed on its own foundation, separate and apart from the foundation of the Home. A breezeway, fence, utility line, or similar union shall not cause a garage or outbuilding to be considered attached.
- s. Except as provided in the Standards of Performance, any portion of a water supply system, private or public, including volume and pressure of water flow.
- t. Except as provided in the Standards of Performance, any portion of a sewage disposal system, public or private, including the design.
- u. Malfunction of equipment or lines of the utility companies, including but not limited to telephone, gas, power, or water companies.
- v. Paint touch ups, chips, scratches, etc. found or caused after final walk through
- w. Exterior Concrete

#### **6. Manufacturer' Warranty on Consumer Products**

This Warranty does not apply to any manufactured item that is a Consumer Product for purposes of the Magnuson-Moss Warranty. This Warranty also does not cover conditions that are caused by the failure of any such Consumer Products, Examples of Consumer Products include, but are not limited to; air conditioning equipment, air handling equipment, attic fans, boilers, carbon monoxide detectors, central vacuum systems, chimes, dishwashers, electric meters, electronic air cleaners, exhaust fans, fire alarms, sprinkler systems, furnaces, garage door openers, garbage disposals, gas meters, gas or electric grills or cook-tops, heat exchangers, heat pumps, humidifiers, intercoms, oil tanks, outside lights or lights not attached to the home, gas or electric ovens, microwave ovens, range hoods, ranges, refrigerators,

freezers, security systems, sewage pumps, smoke detectors, solar collectors, solar water heaters, solar water heating panels, heaters, sump pumps, thermostats, trash compactors, etc.

Alex Meisner Construction assigns to you at the time of closing any manufacturer's warranty that applies to any Consumer Product that Alex Meisner Construction or its subcontractors installed in your Home. Any Consumer Product failure covered by this Section is excluded from the Warranty and covered only by a manufacturer's warranty, if any. If an issue arises with respect to any Consumer Product covered by a manufacturer's warranty, you must contact the manufacturer or supplier directly under the applicable warranty.

### **7. Emergencies**

An emergency condition is an event or situation that creates the imminent threat of serious damage to the Home or results in an unsafe living condition. If an emergency condition exists that requires immediate action to protect the safety of the occupants of your Home or to prevent imminent serious damage to your Home, you must take reasonable measures to neutralize the imminent threat or unsafe living conditions (which may require partial or full repairs) until Alex Meisner Construction has a reasonable opportunity to inspect and initiate appropriate repairs, in which case Alex Meisner Construction may reimburse you for the reasonable cost of those required actions if they would otherwise be covered by this Warranty. You are still obligated to give Alex Meisner Construction notice as soon as possible, even in an emergency situation, and in no event later than 5 days after any repairs are made. To obtain reimbursement, you must provide Alex Meisner Construction with a complete and accurate written record of the repair costs. If a complete and accurate written record of the repair costs is not provided, Alex Meisner Construction is not required to reimburse you.

In the case of an emergency call 911. If there is an urgent warranty item you can email us at [warranty.alexmeisner@gmail.com](mailto:warranty.alexmeisner@gmail.com). Please note we do not check emails on weekends or holidays and if the request does not fit under our emergent warranty, we may ask you to resubmit the request using our designated form and will disregard your original email.

### **8. Transfer to Subsequent Homeowners**

Warranty is non transferable to subsequent owners. If you sell your Home during the term of the Warranty, you agree to forfeit your right to the one year time period and it will terminate with your termination of ownership of the home.

### **9. Resolving Disputes: Mandatory Mediation and Mandatory Building Arbitration**

You and Alex Meisner Construction must use the procedure set out in this Section to resolve any and all disputes that you may have with each other. Before filing a request for mediation, you must first request warranty service from Alex Meisner Construction by submitting a Warranty Request pursuant to Section 3 of this Warranty. If after the allocated 30 day period has passed and you are not satisfied with Alex Meisner Construction' response to your Warranty Request, you may file a request to [alexmeisner.warranty@gmail.com](mailto:alexmeisner.warranty@gmail.com) where we can further help you/guide you to your next steps. If after following both steps and you are still unsatisfied you may then file for mediation as set forth below. You must participate in mediation before you can file a demand for arbitration.

For the purposes of this Section of the Warranty (Section 9), "Alex Meisner Construction" includes the entity that sold the Home to the original purchaser of the Home, Alex Meisner Construction, Inc., and their respective officers, directors, agents, employees, representatives, and parent, subsidiary, affiliate and successor entities

## **10. Mandatory Mediation**

As a precondition to filing a demand for arbitration, you (on your own behalf and on behalf of all residents of the Home, including minor children) and Alex Meisner Construction (on its own behalf and on behalf of its parent company or their respective partners, subsidiaries and affiliates) agree that any and all claims, controversies, or disputes that you have against each other arising out of or related to your Home, your purchase of the Home, this Warranty, any repair performed or payment made pursuant to this Warranty, and any other agreements, communications, or dealings between you and Alex Meisner Construction including, but not limited to, disputes concerning breach of contract, express or implied warranties, personal injuries and/or illness, representations or omissions by Alex Meisner Construction, on-site and off-site conditions, the purchase and sale of your Home, whether a claim is covered under the Warranty, and all other tort and statutory causes of action must be submitted to mediation. Alex Meisner Construction may, at its sole election, include its contractors, subcontractors vendors, suppliers, product manufacturers, insurance carriers, and design professionals as parties to the mediation.

Mediation is not arbitration. In mediation, a neutral third party (the mediator) works with the parties to try to reach an agreement that will resolve a dispute. You and Alex Meisner Construction agree to use your best, good faith efforts to resolve any disputes through mediation. If the dispute is not resolved within 30 days after the first mediation session, either party may then file a demand for arbitration. Submission to mediation is a condition precedent to filing a demand for arbitration.

Filing Fees and Costs Arbitration: The party who files the arbitration demand must pay the filing fee to initiate the arbitration, subject to a credit in the amount of half of the filing fee that will be charged to the other party as its share of the arbitration costs. You and Alex Meisner Construction agree to share any additional arbitration fees (including but not limited to the fees of the arbitrator) equally. You and Alex Meisner Construction shall bear your own costs and expenses, including attorneys' fees, for any arbitration.

Power of Arbitrator: The arbitrator shall have the power to hear and dispose of motions, including motions to dismiss and motions for summary judgment, in the same manner as a trial court judge. The arbitrator shall have the power to summarily decide issues of fact or law, including the availability of remedies, even if the issue decided could dispose of an entire cause of action or defense.

No Representative, Collective, or Class Action Proceedings: Any arbitration that is brought may not allow for the consolidation of more than your claims. The arbitrator may not preside over any form of representative, collective or class action proceeding, all of which are hereby expressly waived and precluded.

## **11. Limitations of Liability and General Conditions of the Warranty**

**Disclaimer of Implied Warranties:** It is understood and agreed that Alex Meisner Construction liability, Whether in contract, tort, statute, negligence or otherwise, is limited to the remedies provided in this Warranty.

**Except as prohibited by laws of the state in which the Home is located, all other warranties, express or implied, including, but not limited to, any statutory and implied warranties of habitability, merchantability, good quality, workmanship, design and construction in a good, fit, and workmanlike manner, fitness for its intended purpose, or fitness for a particular purpose as well as any implied warranties that the Home is free from faulty materials, is free from any**

**defect resulting from noncompliance with building codes or standards, or was constructed according to sound engineering standards are hereby expressly disclaimed and waived, including with respect to latent defects**

This Warranty replaces all such warranties, This means that this Warranty is the sole and exclusive warranty that applies to and governs your and AMC' rights and obligations related to the Home and means that there are no other warranties except as required by law. Some states do not allow the disclaimer or limitation of implied warranties, so some or all of The disclaimers and limitations listed above may not apply to you.

No Modifications: The Warranty cannot be modified, altered, or amended in any way except by a written document signed by you and Alex Meisner Construction.

Incidental and Consequential Damages Not Covered: Alex Meisner Construction shall not be liable for, and you expressly waive recovery of, any incidental and consequential damages that may result from the condition of any part of the Home, including, but not limited to: any diminution in fair market value of the Home before or after repairs are performed; stigma damages; lost profits; damage to personal property; attorneys', experts', and consultants' fees and costs (including the costs of inspection and investigation); lost wages for time you or any resident of the Home took off from work; and costs of food, shelter, transportation, moving and storage, relocation expenses, or rental value of the Home or any other costs due to loss of use, inconvenience, or annoyance during repairs.

Not an Insurance Policy: The Warranty is not an insurance policy and Alex Meisner Construction does not provide you any insurance through the Warranty or otherwise. You should always obtain homeowner's insurance to protect your Home, and your bank or other mortgage provider may require homeowner's insurance if you have a mortgage.

Warranty Periods Not Extended: The periods of coverage provided under the Warranty or any applicable statute of limitations or statute of repose shall not be extended by any repair, replacement, or payment made under the Warranty. There shall be no new warranty, express or implied, arising from repair work performed by or on behalf of Alex Meisner Construction.

Previously-Known Conditions: The Warranty covers only those conditions that first occur during the term of the Warranty. In addition, any conditions that were apparent by reasonable inspection prior to closing are not covered by the Warranty unless otherwise agreed to in writing by Alex Meisner Construction.

Applicable Law: The law of the state where the Home is located shall govern this Warranty.

Severability: If any provision of the Warranty is determined to be unenforceable under applicable law, such determination shall not affect the validity of the remaining provisions of the Warranty. Subrogation: If Alex Meisner Construction or someone acting on our behalf makes a repair, replacement, or payment under this Warranty, we shall be subrogated to all of your rights of recovery therefore against any potentially responsible person or entity and you agree to execute and deliver any and all instruments and papers and to take any and all other actions necessary to secure such rights. You have an obligation to cooperate with Alex Meisner Construction if we choose to exercise these rights. You agree that you shall do nothing to prejudice Alex Meisner Construction's rights of subrogation.

**Alex Meisner Construction Warranty  
Standards of Performance**

Type of Material Or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	<b>OUR</b> Responsibility	<b>YOUR</b> Responsibility
A. Site Work	1. Site Grading/ Site Drainage	Improper drainage of the site and/or settling of ground around foundation, utility trenches or other filled areas does not allow water to drain away from home	0	<b>WE*</b> will establish the proper grades and swales (sloped low areas) for water to properly drain away from the <b>HOME</b> . These will be inspected before final C of O.	Maintain the grades and swales after they have been properly established by <b>US*</b> . Ensure established drainage patterns are not impeded by landscaping decking patios, driveways, walls etc. which <b>YOU</b> install. Do not change the grade of the soil away from the foundation by building planters raised beds or other blocking construction. Damage caused by changes in drainage and grading is not covered. Where a sump pit has been installed by <b>US*</b> but the sump pump was not constructed for or installed by <b>US*</b> , <b>YOU</b> must first install a properly sized pump to determine whether this will correct the condition
B. Concrete	"Poured" Concrete	Cracks in concrete	0	Exterior concrete is not a warranted item unless it has a specific defect, such as cracks bigger than ¼ in wide, settled in a structural area further than 1" from original location that is not due to lack of drainage maintenance.	We recommend you help your concrete by sealing it and filling joints so water does not get under slab and freeze which may cause it to heave. Shoveling snow off all concrete as soon as possible will help prevent damage.
		Pitting, scaling or spalling (flaking, chipping) of concrete surface covered by the warranty	0	It is normal for some minor chipping of the surface to occur. WE are not responsible for deterioration caused by salt, chemicals, mechanical implements or factors beyond <b>OUR*</b> control.	Avoiding damaging concrete with salt, chemicals, mechanical equipment, etc.

Type of Material Or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
C. Wood & Plastic	1. Rough carpentry	Squeaking floors or subfloors that appear loose	0	These conditions are often temporary in new homes. <b>WE*</b> will correct these conditions only if they are caused by underlying defects in construction. A squeak proof floor cannot be guaranteed	
	2. Kitchen cabinets		1	<b>WE*</b> will repair any cabinet doors that are not functioning properly due to manufacturing defects or faults. <b>WE*</b> are not responsible for cabinets gapping due to being overloaded, or broken from misuse.	Do not overload cabinets
	3. Countertops	Separation from wall	1	<b>WE*</b> will repair cracks noted during home orientation. Caulking is acceptable.	Report to <b>US</b> all cracks or separation prior to closing during home orientation
	4. Interior finish carpentry (trim inside the home)	Trim/molding has open joints between moldings and the surface areas to which the moldings are attached	1	<b>WE*</b> will repair open joints in moldings or between moldings and surfaces if the gaps are more than 3/16" wide. Caulking is acceptable. <b>WE*</b> will repair these cracks <b>only once</b> after closing or first occupancy, whichever occurs first.	
	5. Exterior finished carpentry (wood siding, or masonry trim on the outside of the home)	Trim has open joints between pieces of trim, including siding and masonry	1	Exterior trim will need to be maintained due to the weather conditions we experience in Cedar City. <b>WE*</b> will repair any open joints that are more than 3/8" wide or which do not keep out the elements. Caulking is acceptable. <b>WE*</b> will repair these cracks <b>only once</b> after closing or first occupancy, whichever occurs first.	Maintain exterior finish by caulking & painting
	6. Exterior Siding	Separation of exterior siding or joint separation	1	All siding will be installed so that it meets the manufacturer's standards and industry standards. <b>WE*</b> will repair any siding defect that is due to manufacturing defect or separates from inadequate installation. <b>WE*</b> are not responsible for damage or misplaced siding that is due to weather conditions that are beyond our control.	Protect the siding from damage, such as leaning heavy objects against siding, ball dents and water from sprinklers striking the siding.  Annually, seal and re-caulking siding



Type of Material Or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility	
E. Thermal & moisture protecting materials	1. Waterproofing	Leaks in basement	1	Dampness on the walls or floors in the basement is not a defect. However, if water is actually flows into the basement <b>WE*</b> will evaluate further	Maintain proper grades and drainage around the home and landscape properly to avoid water problems in the home.	
	2. Insulation	Insufficient Insulation	1	WE will insulate the home as required to meet local energy and building requirements or as applicable FHA or VA requirements. Insulating does not render a wall or room soundproof		
	3. Louvers & vents	Rain or snow leaks into the attic through louvers & vents	0	Homes must have louvers and vents for proper ventilation. Rain or snow will sometimes come through these openings		
	4. Roofing & Siding	Ice build-up on roof		During prolonged cold spells, ice is likely to build up on the ease of the roof. This build up will occur when snow and ice accumulate and gutters and downspouts freeze up		
			Leaking in roof or flashing	1	<b>WE*</b> will repair roof or flashing leaks. Leaks caused by ice buildup are not <b>OUR*</b> responsibility	Clean leaves from valley, gutters and downspouts
			Wood siding	0	Gaps on end and side edge may occur due to normal expansion and contraction. <b>WE*</b> cannot control wood expansion and contraction	
	5. Sheet Metal	Leaks in gutter and/or downspouts	1	Gutters and downspouts might overflow during heavy rains. They should not leak at connections. <b>WE*</b> will repair leaks	Keep leaves and debris out of gutters to allow water to flow properly. Do not lean ladder against gutters and downspouts	
	6. Sealants	Leaks in exterior walls because caulking is inadequate	1	If water enters the home <b>WE*</b> will repair leaking joints or cracks in the exterior wall surface around openings and flashing one time only	Properly installed caulking may shrink. <b>YOU</b> must maintain caulking during the life of the home	

Type of Material Or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
F. Doors and Windows	1. Wood & Plastic doors	Interior door is not latching or opening/closing properly	1	Doors may need minor adjustment as the house reaches equilibrium. <b>WE*</b> will adjust doors <b>only once</b> after closing or first occupancy, whichever occurs first.	Avoid slamming or hanging on doors
	2. Garage doors on garages that are attached to the home	Garage doors do not operate properly	1	If garage doors do not operate properly under normal use, <b>WE*</b> will adjust or correct them. If <b>YOU</b> install a garage door opener, <b>WE*</b> are no longer responsible for the operation of the garage door	Keep all movable parts lubricated.
	3. Wood, plastic, and metal windows	Windows do not function properly	1	<b>WE*</b> will correct the windows so that they are relatively easy to operate.	Keep tracks and rollers cleaned, lubricated and adjusted.
		Condensation and/or frost on inside surface of windows	0	Condensation may occur on the interior window surfaces with extreme temperatures and humidity. Individual living habits can impact humidity levels. These conditions are beyond <b>OUR*</b> control and <b>WE*</b> have no responsibility.	If a humidifier is installed, <b>YOU</b> must follow the manufacturers recommendations for proper use.
		Scratches/chips in window	0	Please note windows are to look through and not at. Chips/scratches that can not be seen under normal lighting conditions 10 ft away are not warrantable	
	4. Weatherstripping and seals	Air leaks in around doors and windows	1	Doors & windows will be installed in accordance with the manufacturer's standards. If air comes in because doors, window, or weatherstrip were fitted poorly, <b>WE*</b> will repair the improperly fitted doors, windows, or weatherstripping	
	5. Sliding doors	Sliding doors do not operate properly	1	Sliding doors will be installed in accordance with the manufacturing specifications. <b>WE*</b> will repair an inoperative sliding doors	Keep track and rollers clean, lubricated and adjusted
	6. Glass	Broken glass	0	<b>WE*</b> will repair broken glass reported to <b>US</b> prior to closing or at first occupancy whichever occurs first	Report to <b>US*</b> all broken glass prior to closing or first occupancy

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G. Finishes	1. Lath & plaster	Cracks in inside walls and ceilings	1	Cracks in inside walls and ceilings are not unusual. <b>WE*</b> will repair cracks that are more than 1/8" wide <b>WE*</b> will repair these cracks <b>only once</b> after closing or first occupancy, whichever occurs first	
	2. Gypsum wallboard	Nail pops and blisters and tape on inside walls and ceiling	0	Nail pops and blisters and tape are common in gypsum wallboard installation and are considered acceptable. <b>WE*</b> will however correct any of these imperfections which are noted during the pre-settlement walk-through prior to closing	it is strongly recommended that no custom colors/custom paint, including but not limited to mat, semi gloss and or "custom" finishes be installed until after one year of occupancy
		Cracks due to settlement movement and shrinkage of the home	1	If the wallboard has cracks that are more than 1/8" wide <b>WE*</b> will repair these cracks <b>only once</b> after closing	
	3. Ceramic tile	Chips or cracks in floor, counters or wall tile	0	<b>WE*</b> will replace cracked or chipped tiles reported to <b>US*</b> prior to closing or at first occupancy. <b>WE*</b> will not be responsible to match the tile pattern or color between the old and new tile and grout	Report to <b>US</b> all cracked or chipped tile prior to closing or at first occupancy, whichever occurs first
	4. Flooring	Resilient flooring lifts, bubbles, or becomes unglued	1	Our flooring contractor will repair these defects	
		Cuts and gouges	0	<b>WE*</b> will repair cuts and gouges reported to <b>US*</b> prior to closing or at occupancy, whichever occurs first	Report to <b>US</b> prior to closing or at first occupancy, whichever occurs
	6. Paint, stain, or varnish	Deterioration, feeding, or peeling of exterior paint	0	Fading of a paint or stain is normal and not considered a defect. The amount of fading will depend on the climate where the home is located in the exposure of the home. <b>WE*</b> will repair any paint which is noted during the pre-settlement walk-through prior to closing	Report to <b>US</b> prior to closing or at first occupancy, whichever occurs
	6. Paint, stain, or varnish (cont'd)	Interior paint blemish	0	<b>WE*</b> will repair any paint which is noted during the pre-settlement walk-through prior to closing	Report to <b>US*</b> all interior paint blemishes prior to closing during final walk through

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G. Finishes (cont'd)	8. Carpeting	Open seams in carpeting. Wall-to-wall carpeting comes up, is loose or stretched	1	Visible carpet seams are not a defect. If seams separate, rippling occurs, our flooring contractor will repair this.	
		Spots or minor fading on carpet	0	Spots and/or minor fading can occur naturally when a carpet is exposed to light. <b>WE*</b> have no responsibility for this condition	
	9. Stucco	Cracks in outside stucco walls	1	Cracks are not unusual in the surface of outside stucco walls. <b>WE*</b> will repair <b>one time only</b> any cracks that are more than 1/8" wide	
	10. Marble & stone products, real or synthetic plastic laminate, porcelain, and fiberglass	Blemishes, scratches, stains, nicks, or chips	0	<b>WE*</b> will repair blemishes, stains, scratches, nicks, or chips reported to <b>US*</b> prior to closing or at first occupancy. <b>WE*</b> are not responsible for discontinued patterns or for differences in color between old and new	Report to <b>US*</b> prior to closing or at first occupancy, whichever occurs first
H. Mechanical systems	1. Plumbing, water supply, and septic systems	Plumbing pipes have frozen and burst	1	Drain, waste, vent, and water pipes will be adequately protected to prevent freezing as required by the applicable plumbing requirements for normally anticipated cold weather and in accordance with the design temperatures established by the American Society of heating, refrigerating, and air-conditioning engineers. <b>WE*</b> will repair any pipes not meeting the ASHRAE standards	Drain water pipes and outside faucets when they are exposed to freezing temperatures, we are not responsible for unmaintained pipes or systems that weren't properly winterized
		Leaks in pipes	1	<b>WE*</b> will repair any leaks in the drain, waste, vent or water pipes. Condensation on pipes is not the same as a leak, and it is not a deficiency	

Type of Material Or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
I. Mechanical systems (cont'd)	1. Plumbing, water supply, and septic systems (cont'd)	Stopped up sewers, fixtures, and drains	1	<b>WE*</b> will repair all sewers, fixtures, and drains that are clogged because of defects in construction. <b>WE*</b> are not responsible for any deficiencies which is not Construction related, including any failure of municipal systems	If sewers, fixtures, and drains are clogged because of <b>YOUR</b> actions, then <b>YOU</b> will pay the cost of repairing them
	2. HVAC system	Inadequate heating	1	Heating system is designed to maintain an indoor temperature of 70°F. The temperature is measured in the center of each room at a height of 5 feet above the floor. Federal state or local energy requirements take procedures. <b>WE*</b> will repair the heating system so that it provides the required temperature	Balance damper and registers and make other minor adjustments for change of seasons. Maintain unit per manufacturer specifications
		Leaks in refrigerant lines	1	<b>WE*</b> will repair all leaking refrigerator lines and will recharge the unit unless <b>YOU</b> caused damage	
	3. Refrigeration	Inadequate air conditioning	1	Cooling system is designed to maintain an indoor temperature of 78° F. The temperature is measured in the center of the room at a height of 5 feet above the floor. If the temperature outside is above 95°F, cooling system must be able to maintain an indoor temperature that is <b>15° below the outside temperature.</b> <b>WE</b> will repair the cooling system so that it provides the required temp	Balance damper and register and make other minor adjustments for change of seasons and Maintain proper window treatments to optimize cooling capabilities. Maintain unit per manufacturer's specifications
	4. Condensation drain lines	Clogged condensation drain line	0	<b>WE</b> will provide clear condensation drain lines at closing or first occupancy, after this <b>YOU</b> are responsible for keeping the condensation drain lines clear	Condensation drain lines may clog, under normal use. <b>YOU</b> should keep these clear. Prior to using the cooling system each season, check condensation lines to ensure the drain lines are clear
	5. Air distribution system	Ductwork makes ticking and crackling noises	0	The ductwork may make ticking and crackling noises when the metal in it expands from the heat and contracts from the cold. This condition is natural and is not deficiency	

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J. Electrical system	1. Electrical conductors, fuses, and circuit breakers	Fuses blow or circuit breaker "kick out"	1	<b>WE</b> will check the wiring circuits and make sure that they conform with approved local electrical requirements	Do not overload circuit
	2. Outlets, switches, and fixtures	Air leaks around electrical outlets	1	Cold air can be drawn through an outlet to an exterior wall into a room. <b>WE</b> will repair one time after closing or first occupancy, whichever comes first	
		Malfunction in electrical outlets, switches and fixtures	1	<b>WE</b> will repair or replace all defective outlets, switches, or fixtures	
K. Landscape	1. Sprinkler	Sprinkler malfunction due do winter conditions	0		It is <b>YOUR</b> responsibility to properly winterize your sprinkler
		Sprinkler Adjustments	0		Sprinklers need consistent maintenance. It is <b>YOUR</b> responsibility to inspect sprinkler system monthly, adjust sprinkler heads, check pressure and consider "Smart" technology. Inspect system for leaks and maintain water coverage to your yard.
	2. Sprinkler Clock	Malfunctioning, not keeping time	1	<b>WE</b> will have a landscaper repair or replace any defective sprinkler clocks	Per City Ordinance, <b>YOU</b> may only water between 6pm and 8 am. <i>Even numbered address:</i> Mon, Wed & Fri. <i>Odd numbered address:</i> Tue, Thur, Sat. Consider "Smart" technology.