

WELCOME HOME TO NEXSTAR



Nexstar Homes
480-770-2222 Office
480-882-2513 Fax
NexstarHomes.com

WELCOME TO YOUR NEW NEXSTAR HOME!

I am pleased to have this opportunity to tell you about our commitment to excellence. Through our Customer Care Program, this commitment continues after you have moved into your new home. Our customer care program is designed to support our new home Limited Warranty.

We suggest that you become familiar with this manual to assist you in maintaining your new home. After you have determined an item to be covered by the limited warranty use it as a guide for submitting warranty service requests. The General Maintenance Section can be especially useful in helping you care for the features in your new home. This section can answer many questions quickly and easily.

HOW TO SUBMIT A REQUEST FOR WARRANTY SERVICE:

Please do so by submitting all requests in writing on the enclosed service request forms or log on to our website at NexstarHomes.com and fill out the request online. You may fax your request to our office at (480) 882-2513. Please remember to include all the necessary information about your request and how to contact you to schedule an inspection.

If you have any questions, please do not hesitate to call our office. Again, congratulations on your new home! All of us at Nexstar Homes look forward to assisting you with any needs that you might have.

Sincerely,

**Ben Allen
VP of Construction,
Nexstar Homes LLC**

EMERGENCY SERVICE

NEXSTAR
Home

THESE NUMBERS ARE PROVIDED FOR EMERGENCIES ONLY.

Please notify our office the following business day if it was necessary to contact one of these subcontractors.

Any other warranty items should be faxed on a warranty request form.

Heating	Perfect Temp A/C	Chris	480-861-4353 (cell)
Plumbing	Bionicle Plumber	Mike	480-580-3043 (cell)
Electrical	Invision Electric	Jeff	602-218-2150 (cell)
VP of Construction	Nexstar Homes	Ben Allen	480-332-6443 (cell)

WHAT IS CONSIDERED AN EMERGENCY?

Nexstar Homes LLC considers the following situations to be emergencies that require immediate attention:

TOTAL STOPPAGE OF THE PLUMBING SYSTEM

A blocked or clogged toilet during the first thirty (30) days of occupancy is not considered an emergency unless all bathrooms are affected.

In the event of a blocked or clogged toilet during the first thirty days, simply use another bathroom and contact the Customer Care Department on the next regular business day.

In the case of a leak at a sink or toilet line, you can temporarily control this problem by turning the water supply line to the affected fixture off. Water control valves are located inside the sink cabinets at the rear and toilet supply line valves are located behind the toilet near the floor.

Please remember that toilet overflows are not warranted by the builder beyond the first thirty (30) days after delivery of the home.

A PLUMBING LEAK THAT REQUIRES ALL WATER SERVICE TO THE HOME TO BE SHUT OFF TO AVOID SERIOUS DAMAGE TO THE BUILDING AND/OR FURNISHINGS

Please take immediate steps to turn off the water main until a Customer Care Representative can contact you.



TOTAL ELECTRICAL FAILURE, IF RESTRICTED TO JUST YOUR HOME

In the unlikely event of a widespread electrical failure in the subdivision, contact your local electrical company directly.

COMPLETE LOSS OF HEAT DURING PERIODS OF COLD WEATHER OR LOSS OF AIR CONDITIONING DURING THE EXTREME HEAT CONDITIONS

Please Note: Check that your A/C or heater is working before extreme conditions of the seasons change occur. A/C and heating contractors are very busy on the first days of cold or hot weather as the seasons change.

ROOF, WINDOW, OR OTHER STRUCTURAL LEAKS

ANY SITUATION THAT IS SAFETY OR HEALTH RELATED



UTILITY PROVIDERS

11/15/2011 10:10:11 AM

UTILITY PROVIDERS

ELECTRIC

APS
602-371-6767



Water

**Camp Verde Water
System**
928-567-5281



Please Note:

All utilities are your responsibility after construction.

Any services opened in Nexstar Homes LLC name will be terminated immediately after keys are turned over.



WARRANTY

WARRANTY

Please notify our office the following business day if it was necessary to contact one of these subcontractors.

The specific terms of your limited two-year builder warranty are contained in the "HOMEOWNER LIMITED WARRANTY" which was given to you at the time of your New Home Orientation ("walk through"). This overview is intended to re-cap some of the more important parts of the warranty coverage and provide you with an easy reference.

Your new Nexstar Home is warranted by Nexstar Homes against defective materials and workmanship for one year. Nexstar Homes will correct defects or omissions in your home due to faulty materials or workmanship, subject to the terms and Conditions of the Limited Warranty, for a period of two (2) years from the date of Certificate of Occupancy, or arising or discovered more than two (2) year after the date of close of escrow, whichever is the earlier date.

Under the terms and conditions of the Limited Warranty, the buyer is required to notify Nexstar Homes during the two-year warranty period in writing of any defect or omission within thirty (30) days of discovery of the defect, with the exception of emergency type items. For details on what constitutes an emergency, please refer to the "EMERGENCY SERVICE" section of this manual.

After receipt of your written notice, Nexstar Homes shall make a timely appointment with you for inspection of the items noted on your service request. Where such inspection shows defects or omissions relative to workmanship or materials that are eligible for coverage under the warranty, we shall make or cause to be made all reasonable and necessary repairs, replacements, or adjustments without cost to you. Steps taken by us to correct any defect shall not extend the Warranty Period.

Nexstar Homes' sole responsibility shall be to restore the home to the condition existing at the time the defect occurred. Cosmetic defects will be left to the discretion of Nexstar Homes as to their merit for repair. In this regard, the homeowner shall allow Nexstar Homes, their agents, and employees access to the property. Such inspections will be made on a "first come-first served" basis, with the exception of legitimate emergencies that shall take priority.

The following defects are not covered under the Limited Warranty unless they are reported in writing at the time of the New Home Orientation.

Should there be any question regarding the home's condition at delivery relative to cosmetic damage, the Orientation Inspection Report will be the recognized source of information:

- Surface mars, marks and other damage to floor tiles and other floor coverings, painted surfaces, doors and/or cabinets; and
- Surface damage to stucco, concrete, or asphalt surfaces; and
- Surface scratches, chips, and breakage on appliances, plumbing fixtures, countertops, and vanity tops; and
- Missing items, breakage, or other damage (i.e. scratches, chips, cracks, broken glass, etc.) to light fixtures (including bulbs), window screens, window glass, and mirrors.

The following items are also excluded from the coverage of the Limited Warranty:

- Minor settlement cracks in drywall, stucco, concrete, grout, and other materials typical to new home construction; and
- Wear and tear arising out of occupancy of the home; and
- Damage caused by intentional or careless conduct by any of the occupants of the home, their guests or persons permitted by them to be on the premises; and
- Damage caused by you or anyone employed by you while you were in the process of moving into your home; and
- Damage to plants or landscaping or damage caused by an alteration to the original grading and drainage on your lot; and
- Leakage of the roof caused by traffic on the roof by you or third parties; and
- Consequential damage arising from any defect, whether covered by this Limited Warranty, any other warranty or otherwise, including, without limitation, hotel, motel, transportation, or meal expenses incurred by you while a defect exists or is being repaired; and
- Modifications or alterations to original construction done by the buyer or employees or contractors of the buyer; and

- Normal fading, chalking, or checking of paint or stucco which is not in excess of industry standards and which may occur due to sunlight or other exposure to the elements; and
- Damage due to lack of proper maintenance; and
- Damage or malfunction of any appliances, equipment, and the material covered by separate written warranties of manufacturers of such products. Nexstar Homes assigns any and all rights which Nexstar Homes may have under said warranties to Buyer with respect to any such products within the property; and
- Damage resulting from high winds, freezing, floods, heat, ice, or any other acts of nature, including pest infiltration of any type, including, but not limited to, mice, ants, silverfish. Birds, etc; and
- Natural variations of color, texture, thickness, grain, and shade on wood cabinets, handrails, baseboards, and any other item in, on, or surrounding the house; and
- Shrinkage or cracking of caulking around bathtubs, showers, windows, shower doors, etc., unless reported to Nexstar Homes with thirty days of your walk-through; and
- Damage or defects of any nature, kind, or description to the property arising or discovered more than one (1) year after the date of the Certificate of Occupancy, or arising or discovered more than one (1) year after the date of close of escrow, whichever is the earlier date.

Additional information regarding maintenance and other warranty exclusions can be found in the "MAINTENANCE" section of this manual.

For detailed information on how to submit a service request after your buyer orientation, please refer to the "CUSTOMER CARE PROCEDURES" section of this manual.





LIMITED WARRANTY

OVERVIEW

LIMITED WARRANTY

Nexstar Homes LLC makes no warranty or guarantee of any nature whatsoever, whether expressed or implied, except as specifically set forth in this "LIMITED WARRANTY."

This "LIMITED WARRANTY" describes in detail Nexstar Homes various warranty obligations, including its repair obligations. The procedures for making a service request are fully described in section "C" of this "LIMITED WARRANTY". Be sure to read this warranty carefully.



LIMITED WARRANTY

WARRANTY



LIMITED WARRANTY

OVERVIEW

We at Nexstar Homes are very proud of the new home that you have decided to purchase. Your new home has been professionally built with quality materials and is the product of skilled craftsmen.

A home is a complex product, which requires proper care and maintenance. Under the Nexstar Homes Limited Warranty Agreement (the "Warranty"), it is your responsibility to provide proper maintenance for your home to prevent damage and ensure its proper functioning.

This warranty is intended to address major warranty items so that you and any subsequent purchaser will continue to remain satisfied with your new home.

After you have read the Warranty, you will be asked to sign the Warranty. This Warranty is the only warranty given by Nexstar Homes in connection with your new home with or without your signature.

We endeavor to build a good quality house. However, the construction of a house is an extremely complex matter involving many different techniques and materials with varying performance capabilities. Accordingly, Nexstar Homes will not be responsible for those minor or normal cosmetic deficiencies discussed in Section D of the Warranty.

Unless supplemented with an additional warranty required by VA or FHA, this Warranty is in lieu of all other warranties, whether expressed, implied, or statutory, and is further in lieu of all other obligations or liabilities of the builder. This Warranty applies to any legal entity involved in the passage of title or construction of the home. No person, firm, or organization may make any representation or warranty except those set forth herein.

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A. DEFINITIONS

Throughout the Warranty, various italicized terms will be used. The following italicized terms are used throughout the Warranty and will have the meanings set forth below.

<i>"NH"</i>	Nexstar Homes LLC
<i>"Homeowner"</i>	Purchaser
<i>"New Home Orientation"</i>	The date and time at which the Homeowner will inspect the Home with an NH Representative just before closing.
<i>"Parties"</i>	Homeowner (& any subsequent purchaser of Home) & NH.
<i>"Home"</i>	The new Home constructed by NH which is legally known as Lot <u>10</u> of Parcel <u>403-23-116</u> in the City of <u>Camp Verde</u> , County of <u>Yavapai</u> , State of Arizona, including the property and improvements located thereon. The home is also commonly known by a street address of: 378 N Homestead Parkway, Lot 1.
<i>"Commencement Date"</i>	Commencement of date of this warranty shall be the date from the date of Certificate of Occupancy, or the date of Escrow, whichever is the earlier date.



B. WARRANTY COVERAGE

NH agrees to provide the Homeowner, and to any subsequent owner of the Home, the express warranties set forth herein that various items and components of the Home will be free from defect for the periods of time set forth below. These warranties are expressly limited by the contents of the "Exclusions" section on page #5 and may not be modified, revised, extended, or supplemented except in writing signed by the Homeowner and an authorized representative of NH. The warranties are as follows:

1. MAJOR COMPONENTS COVERAGE FOR TWO YEARS

NH warrants that for a period of two (2) years beginning on the Commencement Date: (a) the plumbing, electrical, heating, and cooling systems of the Home (specifically, plumbing pipes and their fittings, electrical wiring and connections, and heating/cooling ductwork, steam and water pipes, refrigerant lines, registers, connectors, and dampers) will be free from defects in material and workmanship.

2. ONE YEAR COVERAGE OF ALL OTHER COMPONENTS

NH warrants that all other components of the Home not listed in Section 1, 3 of Section B, and not listed in Section D and E will be free from defects in material and workmanship for a period of one (1) year beginning on the Commencement Date.

3. LANDSCAPING

NH does not warrant landscaping or accept responsibility for landscaping, care, maintenance, or condition after the Commencement Date. However, NH will correct any defects noted at the New Home Orientation.

C. PROCESSING SERVICE REQUESTS

1. REQUEST FOR WARRANTY SERVICE FORM

Homeowner service requests under this Warranty must be submitted to NH *in writing* during the appropriate Warranty period. Service requests may not be made by telephone alone except for emergencies. Service request must be made no more than thirty (30) days after the Homeowners discover a particular defect unless it is of an emergency nature in which case it must be reported immediately. The request for Warranty Service Form enclosed in your Homeowner's Manual, which is received at the time of the New Home Orientation, can be used to facilitate the filing and processing of a Homeowner's service request.

2. EMERGENCY CALL/REQUESTS

Numbers have been provided for *emergency purposes only* (see emergency numbers in the manual) in the event of an emergency. Please notify our office the following business day if it was necessary to contact one of these subcontractors. Any other warranty items should be faxed on a warranty request form.

3. RESPONSE TO COVERED REQUESTS

Upon receipt of a service request, NH will arrange for a member of its Customer Care Department to determine whether or not the request is covered by the Warranty. If the request is covered, NH has the exclusive right to choose to repair the defect or replace the defective item.

Performance of NH obligations hereunder shall not create any new, added, or extended warranty periods whatsoever.

A. REPAIR MATERIALS/SUBCONTRACTORS

All warranty repairs arranged by NH will be made with materials or components identical to, or of an equal or better grade or quality than the materials or components used in the original construction of the Home. NH has the exclusive right at its discretion to choose the materials, components, and subcontractors used for repair or replacement work.

B. NO OBLIGATION FOR REIMBURSEMENT

NH has no obligation to reimburse the Homeowner for work done by Homeowner or for amounts paid by Homeowner to a repairman or subcontractor which have not been pre-approved, in writing, by NH. In the event of an emergency caused by a defect covered by this Warranty in which the Homeowner can reasonably demonstrate that NH could not be contacted by the Homeowner despite the Homeowner's diligent efforts. NH will reimburse the Homeowner for the actual costs of reasonable steps to address the emergency situation until the permanent repair of the defect can be made by NH.

C. RESPONSE TIME FOR COVERED REQUESTS

NH shall use its best efforts to repair defects covered by this Warranty within thirty (30) days of its receipt of a completed warranty service request so long as NH is given reasonable cooperation by Homeowner. However, the thirty (30) day period for certain covered repairs or replacements shall be automatically extended for circumstances beyond the reasonable control of NH such as unavailability of parts, strikes, labor or material shortages, unsuitable weather conditions, lack of cooperation by the Homeowner or the magnitude of the repair required.

D. LIMIT ON WARRANTY OBLIGATIONS

In no event shall NH be obligated to incur costs in connection with its obligations under this Warranty in excess of the Purchase Price.

D. COSMETIC DEFICIENCIES

Cosmetic deficiencies including, but not limited to scuffed, scratched, smudged painted surfaces, countertops, chipped or stained porcelain, tile, grout, or fiberglass, chipped or otherwise defected surfaces of appliances or plumbing fixtures; torn or defective window or door screens; smudged, scratched or stained cabinet surfaces or finishes; broken glass, windows, or mirrors will only be repaired if noted on the New Home Orientation. NH shall only be responsible for repairing or replacing such cosmetic deficiencies if such problems were caused by defects in NH materials or workmanship. ***Cosmetic Deficiencies by Homeowner damage are not covered by this warranty.***

Furthermore, NH will not be obligated to correct a cosmetic deficiency only if such deficiency is readily visible, did not result in any way from the damage caused by Homeowner or any agent of Homeowner, and is noted at the time of The New Home Orientation.



E. EXCLUSIONS

Notwithstanding any other provision of the Warranty, the following damages are explicitly excluded from the coverage under the Warranty:

1. Damage to the Home due to ordinary wear and tear or lack of ordinary maintenance.
2. Damage to the Home caused by Homeowner (including accidental damage and damage during move-in) or damage by animals or pets, or by an invitee, lessee, tenant or renter of Homeowner.
3. Damage to the Home caused by causalities from natural catastrophes or acts of God, such as fire, smoke, explosion, water, gas, flood, wind, landslide, hail, lightning, earthquake, insects or falling trees.
4. Damage caused either by the abuse or use of the Home in a manner for which it is not intended.
5. Damage resulting from or exacerbated by the Homeowner's failure to take appropriate action to prevent damage, including failure to notify NH of any defect within a reasonable time after the discovery of such defect.
6. Damage resulting from any changes after the Commencement Date to the home or to the grading or draining of the property on which the Home is located, including defects in or defects caused by materials furnished or work is done at the request of Homeowner by anyone other than NH or its employees, agents or subcontractors.
7. Non-structural cracks less than 1/8th of one inch in width in concrete and masonry. Such cracks are not unusual in such surfaces and frequently occur due to the normal settling of the Home.
8. Cracks less than 1/16th of one inch in width in stucco. Hairline cracks are not unusual in stucco wall surfaces.
9. Cracks that appear after the first year of Warranty in grouting of ceramic tile joints or at junctions with other materials such as a bathtub. These cracks are common due to normal shrinkage conditions.
10. Wood cracks or minor openings of wooden joints such as in panel doors, mitered casings, and solid paneling. Such cracks and openings are generally caused by normal shrinkage during the drying out process of the wood in a Home and may be mitigated with proper maintenance, including caulking. In addition, the Warranty does not cover cracking, checking, twisting, or turning of the wood beams, unless such conditions prevent the beam from meeting industry structural standards.
11. Damage to the facing, chalking, or checking of outside paint or other exterior finishes caused by the sun or weather. In the event that NH elects at its own discretion to perform any spot paint or patching, Homeowner recognizes that NH cannot guarantee that the areas of new paint will perfectly match the old paint (similarly, in the case of carpet, flooring, stucco, concrete, and other similar repairs, NH cannot guarantee exact color matches between the spot repair and other surfaces due to the change in dye lots by the manufacturer or natural changes from the sun, weathering, or natural wear and tear.)

F. REQUESTS NOT COVERED BY WARRANTY

If NH takes the position that a particular request is not covered by this Warranty, NH will provide Homeowner with a written notification describing why the Homeowner's service request is not covered within twenty-one (21) calendar days of the receipt of a complete service request.

The repair, replacement, or correction of an item by NH during the Warranty period shall not serve to restart the Warranty period.

G. CUSTOMER ACCOMMODATIONS (Courtesy call)

From time to time, NH may perform a maintenance task for the benefit of the Homeowner at no charge although such a task is not required to remedy a defect within this Warranty. Performing such a task on one or more occasions does not imply or require that NH will perform similar tasks at a later date, nor shall such performance be deemed to extend the Warranty time periods described herein.

H. MODIFICATION

The foregoing warranties apply only to the condition of the Home, to the major or other components of the Home, and to landscaping installed at the Home as of the Commencement Date; any modification or alterations to the Home, to the major or other components of the Home, or to landscaping installed at the Home, which is made or permitted by Homeowner after the Commencement Date shall invalidate the warranties coverage hereunder at NH sole discretion.

I. AGREEMENT & ACCEPTANCE

By signing in the appropriate areas below, NH agrees to fulfill all its obligations under the Warranty. By its signature(s), Homeowner acknowledges its receipt and understanding of the Warranty and its acceptance of the Warranty in lieu of all other warranties, express or implied, including warranties of merchantability or warranties of fitness for a particular purpose.

NEXSTAR HOMES, LLC

REPRESENTATIVE PRINT NAME

REPRESENTATIVE SIGNATURE

DATE

REPRESENTATIVE PRINT NAME

REPRESENTATIVE SIGNATURE

DATE

HOMEOWNERS

BUYER PRINT NAME

BUYER SIGNATURE

DATE

BUYER PRINT NAME

BUYER SIGNATURE

DATE



EXHIBIT A

AIR DISTRIBUTION

DEFICIENCY

Ductwork separates or becomes unattached.

CONSTRUCTION STANDARD

Ductwork should remain intact and securely fastened.

BUILDER CORRECTION

Reattached and resecure all separated or unattached work.



SERVICE PROCEDURE

NEXSTAR
A Division of
NEXSTAR
MEDIA GROUP

CUSTOMER CARE PROCEDURE

Customer satisfaction is important to the staff at Nexstar Homes we take pride in our product and want to be sure that your new Nexstar Home is a source of satisfaction and comfort to you for many years to come.

Any product as large and complex as a new home may require corrections due to failures in workmanship or materials during the warranty period. In order that you may receive prompt and efficient service from Nexstar Homes, we ask that you read and familiarize yourself with the following Customer Care Procedures. Your cooperation in following these procedures will be greatly appreciated and will permit us to respond in a timely manner to your Service Requests.

1. All requests for repairs must be directed to the **Customer Care Department** in writing. Forms for this are included in this binder. If you are missing these forms or need additional ones, please send a note or call the **Customer Care Department at 480-770-2222** for extra forms. We will forward them to you via return mail.

SERVICE REQUEST FORMS SHOULD BE MAILED TO:

NEXSTAR HOMES
Customer Care Department
2350 E. Germann Rd. Ste. 25
Chandler, AZ 85286
Fax: 480-882-2513

Please be sure to include your name, address, home, and business phone numbers.

IMPORTANT NOTICE: It is important to remember that in order to protect your warranty rights, all repairs must be submitted to Nexstar Homes in writing during the warranty year. Verbally advising any of our field or office personnel will not protect your rights nor will it guarantee you that the item in question will be inspected and/or repaired.

2. When possible, Nexstar Homes recommends that all new homeowners wait approximately thirty (30) days before submitting their first request for warranty inspection. Most buyers find it helpful to place one of the pre-printed service request forms in a handy place and jot down repair request items as they are noticed. If you have a question about a specific item being warranted, or when to submit a request for service after reviewing this manual, please call the **Customer Care Department** at 480-888-1907.
3. In case of an emergency situation, refer to the "**EMERGENCY SERVICE**" section of this binder.

All Requests for Service are taken in order of receipt.

Service inspection appointments are scheduled between the hours of 7:00am and 3:00pm Monday through Friday. In our continuing effort to maintain high levels of communication with our buyers and improve our service, Nexstar Homes **does require that at least one of the property owners be present for every service request.**

The selection of a method to repair an item or the decision to replace it will be made by Nexstar Homes. Action taken by Nexstar Homes to repair or replace a defect shall not extend the warranty period.

All work done by the Customer Care Department will be in response to your written request. Nexstar Homes' personnel are not permitted to do warranty work in homes at the homeowner's request without first getting written authorization from the **Customer Care Department.**

Similarly, subcontractors will perform work in homes only upon receiving written instructions from Nexstar Homes. Repair requests, work orders, or purchase orders signed by authorized Nexstar Homes' representative are considered verification to do work.

Any work performed by a subcontractor without the knowledge and approval of Nexstar Homes will be at the homeowner's expense.

SERVICE NOTICE: NEXSTAR HOMES CANNOT ENTER YOUR HOME IF MINOR CHILDREN OR PETS ARE IN THE HOME UNLESS AN ADULT OVER THE AGE OF 18 IS ALSO PRESENT.

Please remember that Customer Care Representatives do not handle regular maintenance which is your responsibility as the homeowner, nor will we handle requests for service to items that are specifically excluded from coverage as outlined in your contractual warranty.

Thank you in advance for your cooperation and patience. We hope you will enjoy your new Nexstar Home and look forward to being of service to you.

SERVICE REQUEST FORMS

NEXSTAR
Health

NEXSTAR *Homes*

SERVICE REQUEST FORM

Date: _____ Buyer: _____

Home Address: _____ City: _____

Zip: _____ Home Phone: _____ Cell: _____

I would like to request an inspection for the following item:

Our Customer Relations Department and/or Subcontractor will contact you to schedule an appointment to evaluate the status of the item and determine if the item is covered under subcontractor warranty, mfg. warranty, homeowner maintenance, or meets industry standards.

Appointments need to be scheduled during normal working hours Monday — Friday 8:00 am to 3:00 pm.

If you have any questions or need further assistance, please call Ben Allen at 480-770-2222.

PLEASE SUBMIT REQUESTS TO BEN ALLEN AT BEN@NEXSTARHOMES.COM

WORK COMPLETED — HOMEOWNER SIGNATURE

HOMEOWNER PRINT NAME

HOMEOWNER SIGNATURE

DATE

NEXSTAR *Homes*

SERVICE REQUEST FORM

Date: _____ Buyer: _____

Home Address: _____ City: _____

Zip: _____ Home Phone: _____ Cell: _____

I would like to request an inspection for the following item:

Our Customer Relations Department and/or Subcontractor will contact you to schedule an appointment to evaluate the status of the item and determine if the item is covered under subcontractor warranty, mfg. warranty, homeowner maintenance, or meets industry standards.

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WORK COMPLETED — HOMEOWNER SIGNATURE

HOMEOWNER PRINT NAME

HOMEOWNER SIGNATURE

DATE

NEXSTAR *Homes*

SERVICE REQUEST FORM

Date: _____ Buyer: _____

Home Address: _____ City: _____

Zip: _____ Home Phone: _____ Cell: _____

I would like to request an inspection for the following item:

Our Customer Relations Department and/or Subcontractor will contact you to schedule an appointment to evaluate the status of the item and determine if the item is covered under subcontractor warranty, mfg. warranty, homeowner maintenance, or meets industry standards.

Appointments need to be scheduled during normal working hours Monday — Friday 8:00 am to 3:00 pm.

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WORK COMPLETED — HOMEOWNER SIGNATURE

HOMEOWNER PRINT NAME

HOMEOWNER SIGNATURE

DATE

NEXSTAR *Homes*

SERVICE REQUEST FORM

Date: _____ Buyer: _____

Home Address: _____ City: _____

Zip: _____ Home Phone: _____ Cell: _____

I would like to request an inspection for the following item:

Our Customer Relations Department and/or Subcontractor will contact you to schedule an appointment to evaluate the status of the item and determine if the item is covered under subcontractor warranty, mfg. warranty, homeowner maintenance, or meets industry standards.

Appointments need to be scheduled during normal working hours Monday — Friday 8:00 am to 3:00 pm.

If you have any questions or need further assistance, please call Ben Allen at 480-770-2222.

PLEASE SUBMIT REQUESTS TO BEN ALLEN AT BEN@NEXSTARHOMES.COM

WORK COMPLETED — HOMEOWNER SIGNATURE

HOMEOWNER PRINT NAME

HOMEOWNER SIGNATURE

DATE

MAINTENANCE

OVERVIEW

Your new Nexstar Home has been carefully built, using many various materials and mechanical devices. Routine maintenance of the home is the homeowner's responsibility. This includes educating yourself about recommended procedures for maintaining all components of the home. When properly maintained, your home will serve you for many years.

The use of care and common sense during the early occupancy period will assure you of more satisfactory service and greater pleasure from your Nexstar Home.

A general understanding of proper maintenance and of the materials used in the construction of your home will help you to be better informed about such matters as shrinkage, expansion, contraction, etc., all of which are to be expected in any home.

In the following section, you will find out some maintenance tips on various aspects of your home. As it would not be practical to attempt to cover every aspect of your new home, we have included information on those areas our homeowners most commonly ask us about.

AIR CONDITIONING

An air conditioning system will provide you with year-round comfort if you follow the simple maintenance steps listed in the manufacturer's literature.

The thermostat in your home will have a temperature selector and two switches marked **HEAT/OFF/COOL** and **FAN-ON/FAN AUTO**. Set the thermostat to the desired setting, the operation switch to **COOL**, and the fan switch to **FAN AUTO**. When the temperature goes above the thermostat setting, the thermostat sensor will activate the unit and the fan will automatically turn on. When the desired temperature is reached, the fan will automatically shut off. Keep in mind that thermostats have a comfort range of a few degrees higher or lower than the setting selected.

To conserve energy, and to make your air conditioner more efficient, industry experts suggest window and exterior doors are kept tightly closed and interior doors are opened for proper air circulation. If you have windows that are exposed to direct sunlight, close the window coverings.

The grill of the air intake on the outdoor unit should be kept clear of any debris or the proper circulation will be restricted. New filters should be installed in your unit at least once a month, or according to the manufacturer's written instructions.

SERVICE NOTICE: The loss of A/C during the summer months is considered an emergency. It is recommended that you check the operation of your air conditioning unit in late Spring. Should you experience any problem with the operation of your air condition during the warranty period, please contact Nexstar Homes' Customer Care. An early check of the system's operation will provide time to have the situation corrected before the warmer summer season begins.

Special Caution: If your air conditioner should stop operating due to a power failure or an overloaded circuit, extreme caution should be exercised. Do not recycle or reset the unit for at least 20 minutes.

BEFORE CALLING FOR SERVICE...IF THE SYSTEM DOESN'T COOL:

- Check to see that the thermostat is below room temperature.
- Make sure the selector is on COOL.
- Make sure the main electrical switch is turned ON.
- Make sure you haven't tripped a circuit breaker.
- Make sure the filters are not blocked or clogged.

APPLIANCES

Your new home's appliances will save you countless hours as well as improve the results and ease of doing everyday household chores. All products have been individually tested and designed. All manuals left in your home should be studied thoroughly before the use of an appliance.

SERVICE NOTICE: Warranties for your appliances are covered directly by a manufacturer warranty and Nexstar Homes cannot make repairs on your appliances as it would invalidate the manufacturer warranty.

GE Appliances go to GEAppliances.com

Please keep all appliances warranty information in a readily available place and be sure to send in all "warranty" card information.

DISHWASHER

Before loading your dishwasher, rinse the dishes off first. Don't worry if you find water inside your dishwasher; this is common.

Typically, the dishwasher tub is self-cleaning. Sometimes, after long usage in hard water areas, you may find that a white film has developed on the tub. The tub can be wiped with a damp cloth and mild, non-abrasive cleaning powder. To clean the exterior, use a damp, sudsy cloth.

BEFORE CALLING THE MANUFACTURER FOR SERVICE:

- Is the control in the ON position?
- Is the door closed and locked?
- Is the water supply shutoff valve (under the kitchen sink) turned on?
- Have you tripped a circuit breaker?

APPLIANCES CONTINUED...

RANGES

Your home may include self-cleaning ovens or continuous cleaning ovens. If so, please read the manufacturer's instructions carefully. Be sure to turn off all controls before cleaning.

Don't use or spill oven cleaner on metal trim! Never use gritty soaps or abrasive cleaners on any surface. Avoid using any sharp instruments, like a knife or razor blade, to clean any surface.

Before calling for service...

ELECTRIC RANGES

- Is the electrical cord plugged firmly into the wall outlet?
- Have you tripped a circuit breaker?
- Is surface heating unit level?
 - Was the unit replaced properly after cleaning behind it?
 - Is the burner flat?
 - Is range level?
- If the oven doesn't heat, is oven control turned to BAKE or BROIL position and temperature control turned to ON?

GAS RANGES:

- Is the valve in the gas supply pipe to range turned on?
- Is the pilot light on?
- If the oven is not heating properly, is the thermostat tube in the oven covered with grease? This could cause false temperature readings.
- Are the gas flame holes in cooktops clogged?

Service Notice: It is important to Nexstar Homes that you are satisfied with the service you receive from the manufacturer. Should you need assistance or have any questions about a manufacturer's warranty services, please notify our Customer Care Department in writing. In order that we can properly assist you, please provide specific details as to the nature of the problem, when reported, and action is taken to date.

BLOCK FENCES

Block fences are built to provide a low maintenance partition between home sites. The height of the fences is oftentimes determined during the initial planning. Block fences cannot be expected to provide total privacy from neighboring homes, but it does establish a partition fence while maintaining some degree of openness.

Block is a durable material to withstand the elements of weather without much maintenance. As with other concrete-based products, it is ridged and subject to some cracking caused by normal expansion and contraction, soil movement, wind load, and the stress of being bumped or climbed on. If cracks or loose blocks are noted on the New Home Orientation they will be repaired by Nexstar Homes. You can purchase easy-to-repair materials at home improvement centers for repairs needed after you move in.

Some issues to consider if you decide to raise the fence height are:

- Windloads will be increased with greater height, possibly exceeding the engineered strength.
- Weight on footing will be increased, possibly exceeding the design strength of the foundation and pilasters.
- Homeowners Association rules may have limitations and/or approval requirements that need to be considered.
- Some municipalities may have height restrictions for access for police and fire emergencies.

CABINETS

All stained wood cabinets have variations in wood grains and color, especially the paneling on exposed ends. The end grain accepts stain differently from the cross-grain. The beauty of wood in part stems from grain variation. Variations in grain and knots in the wood are part of wood's natural beauty and cannot be controlled by the builder. Stained or natural finished wood cabinets, as well as other wood items in your home should be treated in the same manner as fine furniture. Washing your cabinets with water and detergents, however mild, will result in damage to your cabinetry's finish. For daily care, dust with a soft cloth.

If your home has an indoor laundry area equipped with an overhead-ventilating fan, be sure to use the fan whenever you use the washer or dryer. Use of the fan will reduce the potential for damage to laundry room cabinets from condensation and heat from the washer and dryer.

In your kitchen, the use of the cooktop fan will help to reduce the chance of damage to the cabinets around your cooktop from heat, grease, and steam.

Service Notice: Do not use any type of "citrus" product on cabinets. Continued use will ruin the lacquer finish.

CAULKING

This is one of the regular items of maintenance that you should keep high on your list.

INTERIOR CAULKING:

Since the caulking around your tub and shower areas helps to prevent leaks, it is very important that you check these areas regularly.

If the caulking around your bathtub, sink, or windows should appear dried out or cracked, remove the old caulking and replace it. Seeping moisture can cause damage to walls, floors, and countertops. If you do not have a caulking gun, caulking materials can be bought in applicator tubes or disposable caulking guns at any hardware store.

It is critical that you keep the flooring material at the base of the tub or shower tightly sealed. Spilled water in this area or moisture accumulation due to condensation can cause problems that can easily be prevented by you.

EXTERIOR CAULKING:

Exterior wood and trim around the windows are subject to shrinkage, checking, warping, and cracking; routine preventative maintenance by the homeowner is not only desirable, but it is also necessary. When you find that caulking has shrunk, peeled, or deteriorated on the exterior of your home, you will find exterior caulking supplies easily available at your local hardware store. Routine maintenance during the first year of occupancy to exterior caulking and paint will keep the exterior in good condition until the house is completely repainted at a later date.

SERVICE NOTICE: The maintenance of caulking is not covered under the terms and conditions of the limited warranty. Damages related to failure to properly maintain caulking will be considered the responsibility of the homeowner.

CULTURED MARBLE

The material contained in cultured marble consists of precisely compounded natural stone and a polyurethane resin with a gel coat finish applied to provide a non-porous surface that is resistant to stains. No two pieces will ever be exactly alike. Because of this, some variation in color and veining is to be expected and cannot be controlled by Nexstar Homes.

With proper care, the cultured marble will have lasting beauty. Normal cleaning requires only soap and water or a very mild detergent solution. You may also use some of the appropriate spray types of bathroom cleaners. **The use of abrasive cleaners is not necessary and is NOT recommended as it will dull the protective finish and may scratch the marble.**

Occasional application of a good grade liquid or paste wax will retard soil formation while keeping the high gloss.

For wainscot and countertop maintenance, Nexstar Homes recommend that you wipe excess water off after usage. This will help to prevent spotting. You should make every effort to avoid exposing the cultured marble to excessively high water temperatures, as it will damage it.

We also suggest that you replace protective felt pads under items that you set on the countertop to avoid accidental damage.

Because of their own non-absorbent surface, the cultured marble will resist most stains. However, prolonged contact with strong chemicals, such as bleach or ammonia, can cause discoloration. Stains caused by cigarette burns, scratches, and other types of marring can be removed with a high-quality automotive polishing compound or with #600 wet sandpaper and then polishing. Nexstar Homes does recommend that you hire a professional to make repairs.

COUNTER & WALL CERAMIC TILE

The ceramic tile placed on a cement mortar bed is a very rigid and unforgiving combination. You will experience some cracking in the grout lines where a countertop meets the wall tile ("backsplash"). You will also see cracking in the corners of shower stalls and where the walls of a shower stall meet the floor, as well as at the threshold of any doors that adjoin tiled floor areas.

This is due to lumber shrinkage in the frame of the home and the natural drying process of all the materials within the building. Nexstar Homes will repair grout cracks one time in the first year.

Ceramic tile is not manufactured to exact sizing dimensions. Due to various firing processes, the size, coloration, absolute flatness, etc. may vary. Therefore, slightly irregular grout lines, slight color variations, and slight height differences between tiles are considered normal for the product.

Ceramic tile may be cleaned with mild soap and water or other household cleaners designated for use on ceramic tile. **CHECK ALL HOUSEHOLD CLEANING AGENTS FOR DISCLAIMERS AGAINST USAGE ON COLORED GROUT.**

Tile can be cracked or damaged by excessive weight or a sharp blow. Expansion and contraction may cause some chipping or cracks. Generally, **Nexstar Homes will not repair this type of damage unless noted at the time of the New Home Orientation.**

DOORS

EXTERIOR WOOD DOORS

Exterior wood doors are subject to slight warping, cracking, and panel displacement. Due to varying temperature and humidity conditions between the inside and outside of the home, coupled with the great amount of activity the doors receive, the doors are under a great deal of stress.

If, during the warranty period, you feel your doors are excessively warped may submit a written request to the Customer Care Department for inspection and evaluation.

Due to the nature of wood products, slight shrinkage cracks may appear in the panels or styles and rails of the door. ***Any crack that allows airflow or light from one side of the door to the other will be repaired if reported within the first ninety (90) days after delivery of the home.*** The panels in your wood doors are "floating panels" and are subject to slight shrinkage and movement within the frame of the door; this is considered normal.

Weather-stripping on your exterior doors will require occasional adjusting to maintain a good seal. A well-sealed door should be somewhat difficult to open and close.

Maintenance of weather stripping and adjustment of it is not covered under the terms and conditions of the limited warranty.

Painted wood exterior doors should be painted when the house or trim is painted. Naturally finished (stained) doors will require more frequent refinishing than painted doors. Depending on your front door's exposure to the elements, (i.e. rain, sun, etc.), it may require maintenance more often than the rest of the wood on the exterior of your home. Like any stained wood product, it will require special care. Special varnishes and waxes available on the market will enable you to keep the exterior stained finish in good condition.

EXTERIOR METAL DOORS

Some of the doors in your home may be galvanized metal-clad doors with interior insulation. Metal doors may be found in some or all of the following locations in your home: Front entry door, fire doors from home to garage area, or furnace room doors (if applicable).

Metal doors are nearly maintenance-free. Surface damage to the paint can be corrected by re-painting. Dents to the door can be repaired with bondo-type fillers and then sanded and re-painted.

GRANITE

Be Informed...

The sample used to make your selection will NOT be identical in color to the slab(s) used to produce your order. Also, samples of granite do not adequately show the true concentration of granite crystals, small pits, veins, and fissures that are likely to be present in some sections of the slab(s) that will be used to produce your order. We will not replace or compensate you if your order varies in color from the sample used to make your selection or if your order contains concentrations of crystals, small pits, fissures, or veining not present in the sample.

Most granite applications contain seams. Granite seams and joints can be seen and felt. The seam or joint locations will be decided based on the size of the granite slabs and flexibility for installation purposes. We reserve the right to establish the seam or joint locations and the number of joints or seams.

Granite is porous and must be sealed periodically in order to minimize staining. Sealing granite is no guarantee against staining. Granite countertops must be resealed every six months to two years to minimize staining. Some stains may not be removable.

Lamination lines will exist in granite countertops that have a 1 ½" edge. Lamination lines will be visible and can be felt. Lamination lines are formed when two pieces of granite are glued together to create a 1 ½" edge. Granite is a product of nature and contains weak spots, hairline cracks, and fissures; they become more noticeable if they separate. They are present on the surface and in the liner used to build up a countertop with a 1 ½" edge. The hairline cracks in a liner will be filled with resin before the installation is complete. Additional cracks may appear after installation, particularly if the setting in the home occurs causing movement or stress on the granite countertops. We do not provide compensation or warrant your countertop in any way should your granite countertop crack after installation.

DECKS & BALCONIES

You can easily maintain your decks and balconies. Frequent sweeping to remove dirt and debris as well as light washing now and then is generally all that is needed. Drains should also be inspected to be sure they are free of leaves and any other debris, which might clog them.

You can expect to have some areas where water will puddle for up to 48 hours after rains or washing of the deck.

Decks that have a coated surface will need to be refinished by a professional approximately every two-three years, although this can vary depending on exposure to the elements. Inspect for cracks and signs of deterioration every six (6) months or so and have preventative maintenance done if needed.

ELECTRICAL

A panel of circuit-breaking switches protects the electrical circuits in your home. If you overload a circuit by plugging in too many appliances, or appliances that are too powerful, the circuit breaker will trip, shutting down that circuit.

Before resetting any breakers, disconnect all cords and appliances and check them for defects. Insulation worn away from wires may have caused a short circuit. Take care of these defects at once; they are potential fire hazards.

If after visual inspection everything appears to be all right, reset the circuit breaker switch. You will be able to tell by looking at the electrical panel which circuit has been tripped to the "off" position. To restore the circuit, simply move the breaker all the way to the "OFF" position, then to the "ON" position. This will reset the circuit and usually, nothing more is necessary.

Should the breaker immediately trip again, do not reset it again. Call an electrician immediately and do not use that circuit again until the problem has been solved.

Service Notice: Should this type of problem occur during your warranty period, we ask that you call Nexstar Homes Customer Care Department immediately. Only a licensed electrician should do any repair work needed after the expiration of the warranty period.

Should a major outage of electricity happen in your home or subdivision, please contact the local electrical company.

DOORS CONTINUED...

INTERIOR WOOD DOORS AND WOODWORK

Interior wood doors, like exterior doors, are subject to warping and cracking.

You will experience some shrinkage in the interior woodwork of your home at the corners of the door casings, baseboard joints stair rails, etc. This activity takes place as your home "dries out" due to temperature and humidity variations. This shrinkage is considered normal and is considered to be a homeowner's maintenance responsibility.

Service Notice: Nextar Homes will adjust all doors one time in the first year.

CLOSET DOORS

The sliding closet doors in your home have hardware that should give you long and virtually trouble-free service. To keep doors operating smoothly and quietly, you may wish to lightly lubricate rollers and tracks with a bar of soap, paraffin, or similar types of solid wax. Tracks must be kept free of dirt and grit

DRYWALL

INTERIOR WOOD DOORS AND WOODWORK

Proper installation procedures are carefully followed to minimize the normal cracking, which may occur. Nexstar Homes has made every reasonable effort to minimize the necessary joints where sheets of drywall butt together. No installation, however, can completely conceal this joint. Regardless of workmanship, jointing can be detected upon careful inspection, or if the lighting is very angular.

Cosmetic cracking of drywall around window and door openings, drywall seams, and metal corner bead edges is expected to occur to some extent in every new home. Some of the causes of drywall cracking are stresses to the drywall caused by minor shrinkage of the wood framing members in the home, earthquakes of even the smallest magnitude, high winds, and expansion of the soils upon which the home is built. Cosmetic cracking of this nature is not a sign of any structural problem with the home or of defective workmanship.

You can be assured that your home was designed, plan checked, inspected, and built to meet or exceed all applicable building codes. The code does not, and could not, allow for the elimination of all minor movement and subsequent cosmetic damage within the structure.

Service Notice: The repair of cosmetic drywall cracking is the homeowner's responsibility as part of their maintenance program. The terms of the limited warranty do not provide coverage for drywall cracking caused by the natural settlement of the home.

FLOOR COVERINGS

CARPET

Taking care of your carpet starts at installation. The carpet needs regular care to prolong its life. The lasting beauty of your carpet will depend on your attention to a few simple and easy rules:

- Reduce soil accumulation
- Vacuum regularly
- Remove spills promptly

There will be areas where foot traffic is concentrated, such as doorways, stairwells, and traffic patterns caused by furniture arrangement. Eighty (80) percent of the soiling on your carpet will be from foot traffic. Body oils from bare feet and pets on the carpet are considered to be a leading cause of soiling by experts. The use of wipe-off mats and house slippers at all entrances will help to keep outside soil from being tracked onto the carpet. You may also want to relocate furniture periodically to allow for even distribution of traffic and wear on the carpet. Mats and runners on non-carpeted areas adjacent to carpet will reduce soil in heavy traffic areas.

One important thing you can do to protect your carpet is to vacuum it often. The upright type with brushes and beater bar is good for many types of carpet. The agitation of the beater bar causes soil particles to move freely in the fiber and to move into the airflow of the cleaner. Suction-only vacuums tend to move surface soil only. A 9 X 12 carpet can hold as much as one to two pounds of soil and still look clean to the user.

The brushes of your upright vacuum or the powerhead of the tank-type cleaner must be checked periodically for pins, paper clips, or any type of hard object that can lodge in the beater bar. These objects can snag, cut, or tear the face yarn which produces a fuzzy or beard-like surface and reduces the life of the carpet. Also, threads and hair must be removed from the bearings to ensure the brush is rotating freely.

The failure to perform routine maintenance will result in your carpet becoming discolored, dingy, and flattened. This is the result of ingrained soil and minute greasy dirt particles that cannot be removed by the vacuum cleaner alone. This condition is normally referred to as "graying out" and can be corrected by an overall deep clean.

OVERALL DEEP CLEANING

In addition to vacuuming, overall deep cleaning on a periodic basis is necessary to keep the carpet looking its best. If the surface is beginning to look dirty or matted, a further delay could damage the carpet fibers. Many systems for carpet cleaning are available.

ELECTRICAL CONTINUED...

GROUND FAULT INTERRUPTER (G.F.I.)

Your home has also been wired with a ground fault interrupter (G.F.I.) for your protection. The plug receptacles in the baths, garage, kitchens, and outside locations are in this special circuit to eliminate the possibility of electrical shock. Faulty appliances will "trip" this circuit and cause an interruption in electrical power. The most common causes for the G.F. I. to trip are unsafe hair dryers, shavers, BBQ motors or starters, or other small personal appliances or power tools.

If you experience a loss of power at the bath, garage, kitchen, or exterior outlets, please try resetting the G.F.I. before calling for assistance. The G.F.I. outlets are similar in appearance to a regular outlet except they have two buttons marked "TEST" and "RESET" on them. In some instances, there is a separate, marked breaker on the electrical panel.

As the G.F.I. is very sensitive, it cannot be used for a freezer or additional refrigerator as the load placed on the circuit by this type of appliance may result in repeated power outages in these areas of the home that are connected to the G.F.I. circuit.

If an appliance stops while in use, check the G.F.I. first. The "R" or "RESET" button may have popped out; all you need to do is push it back in. If the G.F.I. is located on a breaker at the electrical panel, simply move the breaker to the complete "OFF" position, then to the "ON" position.

The word when checking electrical items in your home is CAUTION. Always be sure to unplug anything electrical before working on it. Never touch electrical switches while bathing or if hands or feet are wet. Avoid using defective cords: they are dangerous.

SWITCHED WALL OUTLETS

Some wall plugs in your home may be operated by a wall switch. This permits you to turn on a light from the wall switch when entering a room. In most instances, the top half of the outlet will operate from the wall switch and the bottom half will be constantly on or "hot". If a wall plug fails to operate; first check to see if the wall switch controls the plug before contacting the Customer Care Department.

FIREPLACES

Some wall plugs in your home may be operated by a wall switch. This permits you to turn on a light from the walls

FLOORING CONTINUED...

WOOD FLOORING

The most popular flooring material has always been wood. Besides affording comfort, warmth, and strength, wood affords a natural beauty that can't be duplicated. There is a wide variety of wood flooring available for installation in your new home.

Follow these easy steps for floor care:

- Avoid water, water detergent solutions, or water-based cleaners or waxes. They can cause stains, warping or damage to the finish.
- Don't drag furniture or other heavy objects across your wood flooring without a pad. Even though the finish on your floor penetrates deeply into the wood, it can still be gouged or scratched by rough treatment.
- Sweep, buff, or vacuum to prevent dirty build-up about as often as you vacuum your carpet. A soft dry cotton or yarn dust mop is especially good for this. **NEVER USE A WET MOP ON WOOD FLOORING.**
- Wax your floors with a good quality paste wax, at least once a year, for best results.
- For help in removing heavy stains, contact your local flooring distributor or contractor in the yellow pages.

To protect the floor's finish and prevent dents in the wood; it is recommended you place furniture cups under the legs of all furniture resting directly on the floor to distribute the weight of the furniture evenly.

Because wood flooring will expand and contract under temperature and humidity changes, there may be shrinkage and small separations between the boards. These are normal, and unless excessively wide, are not covered under the limited warranty.

TILE FLOORS

Remember that the ceramic tile on your floors is fragile and can be broken. Tile floors can be cleaned with warm water and a mild liquid detergent, such as Ivory, and require no waxing. If you should choose to wax your tile, you can expect some darkening of the grout joints to take place as the wax is absorbed. Keep in mind that grout is a porous material and will absorb liquids, etc. that are placed upon it.

It is normal to see some cracking in the grout joints and touch-ups can be easily taken care of during your normal maintenance procedures. This natural settlement cracking is not covered under the limited warranty.

CAUTION: CARPET CLEANING SHOULD BE USED ACCORDING TO RECOMMENDATIONS OF YOUR CARPET SUPPLIER AND/OR MANUFACTURER. COMPOUNDS, DETERGENT, AND MACHINES WHEN USED IMPROPERLY CAN CAUSE DAMAGE TO THE CARPET. LIQUID CLEANING SOLUTIONS MUST BE THOROUGHLY REMOVED FROM THE CARPET AFTER CLEANING, AS ANY RESIDUE WILL CAUSE PREMATURE RE-SOILING.

CLEANING OF STAIN PROTECTED CARPETS

By following some simple cleaning practices, stain-protected carpet can provide years of beauty and enjoyment. Do not expect any carpet to be completely stain-proof. If spoiling and spills are ignored, they will soon spoil the beauty of even the highest quality carpets.

The presence of stain-resistant properties in your carpet will not prevent household chemicals from discoloring your carpets.

- ACNE MEDICINES and some skin products for humans and pets.
- HOUSEHOLDS CLEANERS that may be used on tile, toilet bowls, drains, and oven cleaners.
- BLEACHING with chlorine, mildew killers, and swimming pool chemicals (tracked in from the outside).
- INSECTICIDE AND PESTICIDE products. We strongly recommend that these be applied by a qualified pest control operator only.
- PLANT foods that may be spilled or leaked from flower pots. This sometimes is not apparent for months.
- BLEACHES with chlorine, mildew killers, and swimming pool chemicals (tracked in from the outside).
- INSECTICIDES AND PESTICIDES products. We strongly recommend that these be applied by a qualified pest control operator only.
- PLANT foods that may be spilled or leaked from flower pots. This sometimes is not apparent for months.

FOUNDATIONS

Your home is built upon a concrete foundation, engineered to be more than sufficient to do the job required of it. These foundations are subject to a wide variety of stresses and strains. Changes in temperature, seismic activity, soil shrinkage, and expansion, as well as the natural shrinkage that takes place when concrete achieves its final set, can all cause cracks in the concrete foundation. The structural strength of your home is not affected in any way and as the factors which cause the cracking cannot be controlled by the builder, this is not covered under the terms of the limited warranty.

Service Notice: If during your warranty period, you feel that the foundation is experiencing unusual or extensive cracking, please submit a written request for inspection to the Customer Care Department. Arrangements will be made for a Nexstar Homes' Representative to inspect the home and you will be advised of our findings.

In some areas, based on the recommendations of an engineering report, post-tension concrete slabs are used for the foundation of your home. These slabs have large cables running through them which are used to exert pressure on the slab and alleviate stresses caused by highly expansive soil conditions.

IMPORTANT NOTICE: If your home is built on a post-tension concrete slab, it is essential that a licensed contractor review the building plans before beginning any work which would involve any drilling or the penetration of the slab (i.e. remodeling, installation of a floor safe, room additions, etc.) It is before beginning any work of this type. Accidental breakage of a cable can result in severe property damage and/or personal injury to yourself, workers on your property, or in the case of attached housing, property damage, or personal injury to adjacent homes or persons.

The approved building plans used in the construction of your home can be accessed at either the city building department or in unincorporated areas, at the county building department offices.

FLOORING CONTINUED...

FLOORING STRUCTURAL

Wood sub-floors are glued, nailed, and/or screwed down by the framing contractor to meet all codes and specifications required by the building industry and the local jurisdiction. Minor shrinkage and expansion are to be expected and do not mean there is any defect in material or workmanship. All floors built on wood joists are nailed and every reasonable effort is made to minimize squeaking. Minor floor squeaks are normal and to be expected; they are not covered under the limited warranty.

Should a floor squeak appear during the warranty period which you feel may be excessive, please submit your written request to the Customer Care Department. The arrangement will be made for an inspection and evaluation.

Some deflection in floors may occur because of slight "crowning" or "bowing" of floor joists. Nexstar Homes has made every effort to check these joists at the time of installation and has installed them according to applicable building codes. A pool-table level on floors cannot be attained.

GRADING, LANDSCAPING, & DRAINAGE

Your lot has been carefully engineered and graded to standards established by local governmental jurisdictions to ensure proper drainage of rain and irrigation waters. Prior to delivery to you, your lot was inspected by the local building department and inspected by our soil engineer to ensure it was graded in accordance with the plans.

Most water problems result from interference in the flow of surface water. Your lot was graded to ensure that water runs away from the house in all directions and off the lot by means of natural drainage swales. Caution is urged in landscaping to avoid changing the drainage pattern or blocking the swales. Nexstar Homes urges and recommends that you have a civil engineer approve all landscaping plans and improvements and that you review your landscaping contract to be sure it includes language that ensures safe and adequate drainage.

IMPORTANT: Failure to maintain proper drainage can lead to serious structural failures in your home, making such changes will void your structural warranty.

Service Notice: Nexstar Homes assumes no responsibility for any damage caused by the design, construction, installation, or maintenance of improvements or any alterations to Buyers' lot, its contours, and its drainage system. Any modification of the grading or drainage contours or systems is at the sole risk of the Buyer.

GARAGE DOOR OVERHEAD

The moving parts of garage doors should be oiled about once every three (3) months. The screw that fastens the hardware to a wooden door should be tightened in about a year because the wood shrinks as it ages, and this may leave the screws a little loose. An overhead door may warp inward from being left up for long periods of time. Usually, you can correct this by adjusting the door.

Your door is constructed of high-quality components to provide years of continued service. Since it is a large moving object, periodic maintenance along with the following cautionary directions should be observed to ensure safe and reliable operation.

Operate the door only when adjusted properly and free of obstructions. The door is under constant spring tension. Repairs and adjustments, especially to cables and spring assembly can be hazardous and should be performed by qualified door service people only.

Do not permit children to play with the garage doors or electrical controls. Avoid standing in open doorways or walking through doorways while the electrically operated door is moving.

Should the door become hard to operate or completely inoperative during the one-year warranty period, please notify Nexstar Homes Customer Care Department. In the event of an electrical failure, or if the door should fail to operate for any reason, you can by-pass the electrical opener by pulling down on the cord which hangs down from the motor. This pull cord disengages the automatic opener and will permit the door to be operated manually.

HEATING SYSTEM

The capacity of your heating system has been designed to meet or exceed minimum requirements.

Remember, heater outlets and vents function best when they are unobstructed. It is important that you keep furniture, rugs, and draperies away from the vents and from the furnace's cold air intake.

In designing the capacity of your furnace, it was assumed that the home will be completely furnished, including rugs and draperies. If you are moving into your new home during the colder months and have not yet acquired all your furnishings, your home may seem somewhat cooler than you like.

THERMOSTAT

Setting your thermostat at a high temperature will not heat your house any faster than at a lower temperature.

The thermostat in your home will have a temperature selector and two switches marked **HEAT/OFF/FAN AUTO**. Set the thermostat to the desired setting, the operation switch to **COOL**, and the fan to **FAN AUTO**. When the temperature goes above the thermostat setting, the thermostat sensor will activate the unit and the fan will automatically turn on. When the desired temperature is reached, the fan will automatically shut off.

FILTERS

Your furnace has a built-in filter that will require periodic maintenance by you. Because the filter removes dirt and dust from the air, they will need to be replaced monthly. If you can't see through a filter held in front of a light, it needs this type of maintenance. For proper changing or cleaning instructions, please consult the instruction booklet provided with your furnace.

GRADING, LANDSCAPING, & DRAINAGE CONTINUED...

In order to assist you, we have prepared some **DO'S AND DON'TS** which should be followed in maintaining your original drainage. Please be sure to review these with your landscaper prior to beginning work:

- **DO** keep clear at all times and remove any silt deposits immediately following storms. Keep drain openings clear of debris and other material which could block them in a storm. Water must be permitted to flow freely through these swales for proper drainage.
- If your home is equipped with gutters and downspouts, **DO** keep them free of debris. Nexstar Homes recommend clearing gutters and downspouts a minimum of once a year, more often if needed.
- **DO** maintain drainage from the rear yard through the side yard to the street. Keep all earth contacts several inches below construction; slope away from the house on all sides to drain water away from the foundation. This will help to avoid damage from dry rot and/or termites.
- **DO** keep the grade of the yard below the doorsills to prevent water from draining into the house or garage.
- **DO** maintain planted slopes and repair superficial erosion immediately.
- **DO** watch hoses and sprinklers for over-watering. Over-saturation of the ground can cause structural problems.
- **DO** be sure your landscaper maintains adequate drainage.
- **DO** provide drain lines for surface water flow if installing patio concrete slabs or other landscaping items across drainage swales.

- **DON'T** block the natural drainage swales that the builder has graded around your house or the lot pad. These swales are there for the purpose of removing water on the lot toward the street. You are responsible for maintaining the drainage on your lot. Damage caused by soil movement is not the builder's responsibility.
- **DON'T** let water gather against foundations or retaining walls. This will cause structural damage to erosion or expansion (swelling) of the soil.
- **DON'T** create planter areas next to the foundation. It is important that the weep screed between the house and the foundation be kept clear of dirt mounding, etc. in order to avoid excessive moisture build-up in this area and damage from dry rot, condensation, mold, etc. Do not use spray-type sprinkler heads near foundations. Discuss a good drip system with your landscaper instead.
- **DON'T** allow the water to flow along the edge of your driveway. In expansive soil conditions, this can cause the driveway to buckle.
- **DON'T** over-irrigate slopes, especially during the rainy season. This can create accelerated erosion and/or slides.
- **DON'T** fill the swale with loose dirt leftover when digging out for postholes or trees.
- **DON'T** cover or obstruct water lines from the air conditioning unit, water heater, or sewer clean-outs and foundation vents.

LUMBER & MILLWORK

You will experience some shrinkage in the interior woodwork of your home at the corners of the door casings, baseboard joints, stair rails, etc. Some shrinkage of the wood is inevitable and to be expected. This is why some moldings or trims may move out of their original positions. Shrinkage may cause gaps to appear in woodwork, doors to warp, and cracks to appear.

This shrinkage is normal and is considered a homeowner maintenance responsibility.

To help the wood in your home dry out, it is suggested to keep the temperature of your home at 70 degrees during the first heating season. Too low a temperature will slow down this process; too high a temperature will cause the wood to dry out too quickly and may cause warping, twisting, or bowing of the wood.

Service Notice: Please remember the framing members in the overhead area of the garage are not intended for storage support. Similarly, the attic space in your home should NOT be used for storage of boxes, etc.

We would also like to remind you that there is NO floor structure in the attic. Walking in this area can be hazardous. Should you lose your footing, a fall through the sheetrock is likely to be not only very painful but costly to you as well.

MASONRY BRICKWORK

The application of stone and/or brick tends to be irregular in size and shape and normally contains some chips and/or surface cracks: Don't expect each brick to be perfect and spaced perfectly. Small surface chips or cracks and slight variations in size and placement are normal and help to create the texture, beauty, and interest of masonry work.

Mortar joints in masonry are subject to cracking and will weather from exposure to the elements. Should the joints crack, you may take care of the needed maintenance on your own or you may wish to contact a licensed contractor.

Brick or slump stone may discolor due to moisture. The white powdery substance which appears is known as "efflorescence" and is composed of one or more soluble salts. It can be removed by scrubbing with a stiff brush and a solution of one part vinegar to four parts water. **CAUTION: DO NOT ALLOW THIS SOLUTION TO CONTACT ANY FLOORS, WALLS, OR FURNISHINGS.**

HEATING SYSTEM CONTINUED...

Before calling for service...

Occasionally, the controls on any type of heating system may malfunction.

Please check the following before calling for service:

- Is the thermostat set above room temperature?
- Is the selector on the thermostat set on HEAT?
- Is the main electric switch turned on?
- Have you tripped a circuit breaker?
- Are the filters clogged?
- Is the pilot light on?
- Is the fuel line (if applicable) to the burner turned on?

Service Notice: The loss of heat during the winter months is considered to be an emergency. Should this occur during your warranty period and you have checked all the areas noted above, please call the "Heating" emergency number that has been provided. (See emergency numbers section in your manual)

MAINTENANCE

After the expiration of the limited warranty, you should include an annual inspection of the heating system in your regular homeowner maintenance program. Late summer or early fall is a recommended time for doing this. Nexstar Homes recommends that only licensed, qualified repair people work on your heating system. Properly cared for and maintained, your heating system will serve you well

PLUMBING

Your new home's plumbing system has been engineered and tested prior to passing county/city-building inspections. Even though all of your plumbing has been flushed out to remove dirt and other foreign matter, a small amount of pipe sealant compound or other small construction debris may come out of the faucets for the first few days of regular use. It is a good idea before using your water for the first time to remove aerators and let the water run for a few minutes to clear any dust or sediment from the lines.

EMERGENCIES: Your first step is to shut off the water supply. Familiarize yourself now with the location of emergency shut-off valves to avoid damage if an emergency happens. The main shut-off valves are usually located where the main water supply pipes enter the house. Room shut-off valves are usually just below the fixture (at the rear of the toilet at the wall, under the sink in the rear of the cabinet). If the leak is at a showerhead or tub spout area, you will need to shut off the main water valve to the home. This valve was pointed out to you during your buyer orientation. In the event of a water leak between walls, turn off the main water valve to prevent damage to the carpet and/or walls.

COMMON PROBLEMS AND REPAIRS:

TARNISHED OR DISCOLORED FIXTURES: Corrosion of chrome and/or brass is due to hard water drying on it and is not a part of the manufacturer's responsibility. The finish of your fixtures can also be damaged through the use of improper cleaning methods. Avoid abrasive or acid-based cleaners; fixtures may be cleaned with non-abrasive, foam-type cleaners or mild soap and water. Always dry the fixtures off after cleaning and use; hard water deposits will break down the protective lacquer finish and cause corrosion, tarnishing, and discoloration to the finish.

AERATORS: This will be your most frequent task in maintaining your faucets. This attachment to the faucet adds air to the water as it leaves the faucet, reduces splashing, and provides some savings through lower water usage.

Faucet aerators should be cleaned regularly to avoid build-up of gritting sediments, impaired water stream, or lower than normal pressure.

To clean an aerator unscrew it from the mouth of the faucet, remove any debris, remove and rinse the washer and screens, replace them in their original order, and put the aerator back on the faucet. The frequency of cleaning will depend on the condition of your local water supply, but generally, every three or four months should be adequate.

Do not close your faucets too tightly. Close them just enough to stop the flow of water. Over-tightening of faucets can lead to excessive wear on the washers and higher maintenance for you.

PAINING & STAINING MATERIAL/USE

Paints or stains have been used on many of the surfaces of your new home. As a courtesy to you, Nexstar Homes has asked the painters to leave samples of interior and exterior paint stains for your use in performing touch-ups.

Because paint color changes after application, Nexstar Homes cannot guarantee exact matches in color. As indicated on your New Home Orientation form, touchup painting requests are accepted only if noted at the time of the buyer orientation prior to delivery, or for an approved repair, i.e. drywall, stucco, etc.

For long life and low maintenance, painting should be done at regular intervals. Because of steam, condensation, and generally harder wear, the kitchen and bath usually require more frequent painting than other rooms.

Depending on the exposure and other factors, exterior trim and wood may need paint maintenance more often. Paint and wood varnishes protect the wood on the exterior of your home from the damage that occurs as a natural result of heat/sun exposure and moisture/rain. Although nothing can totally prevent the deteriorating effect of the elements on the exterior of your home, if you repaint and re-varnish before wood shows advance damage, you'll save both time and money.

PEST CONTROL

There are a number of excellent pest control services that will be happy to help you set up a regular pest control schedule for a reasonable cost. Please proceed cautiously when attempting to eliminate field mice or other pests. Remember that the use of snail bait to rid your yard of snails or slugs can cause injury or death to children and animals when not used with proper precautions.

Always be sure to consult with a qualified pest control expert whenever you have a question.

Service Notice: Pest control is not covered under the terms and conditions of the limited warranty.

PLUMBING CONTINUED...

TOILETS: Please remember that the toilets installed in your new home are water saver toilets. This means they use less water than toilets found in older homes and sometimes will appear to be flushing slowly. A slow flush is not necessarily a symptom of blockage. To reduce the risk of overflows or blockages in your toilet, be sure to avoid the following:

Never use our toilet for the disposal of q-tips, dental floss, disposable baby diapers, or feminine hygiene items.

Avoid the use of toilet bowl cleaners that are in solid form; the particles that they drop can clog the water jets in the toilet's rim.

If your toilet seems to be running too much or continues running after flushing. The water level float may be out of balance. It is a simple matter to realign the float by adjusting the float arm by tightening or loosening the screw at the top of the float mechanism. By adjusting the screw, you can heighten or lower the float arm; this will generally take care of the problem. Be sure that the float is free and not rubbing on the sides of the tank or other parts.

WATER HEATERS: By draining your water heater at least every three months, you will add years to its' life. To drain this appliance, open the plug or faucet at the bottom of the theater and empty it into a bucket. Doing this will drain off mineral deposits before they become solid; a common danger where water is very "hard."

To light your water heater, refer to the manufacturer's instructions on the heater or call your public utility company. If your heater has a thermostat indicator, set it between 120 and 140 degrees. After a while, you will know where to set the thermostat so your water is hot enough for you but not so hot that it wastes fuel.

Please note that water at a high temperature speeds up the creation of lime sediment in your water heater and shortens its life.

Please remember that your faucets, sinks, bathtubs, toilets, etc. are fragile and can be damaged. Chips and scratches occur easily through accidental misuse or abuse. ***Nexstar Homes cannot accept responsibility for these damages or repair them unless noted on your original New Home Orientation form.***

PLUMBING CONTINUED...

NOISY PIPES: Noise in the pipes can be caused by a variety of things. Expansion and contraction of the pipes under temperature changes, water traveling through the pipes, worn washers, loose parts in a faucet, etc. can all cause noise in the pipes. During your warranty period, please report any questions you have about noisy plumbing pipes in writing to the Customer Care Department.

LEAKING FAUCETS: A leaking faucet can generally be fixed by replacing the washer. Some of the new, single control fixtures have a cartridge rather than washers. These generally last longer but still need to be changed periodically.

Don't neglect a leaking faucet. It is not only annoying but also expensive.

TRAPS: Each plumbing fixture in your home has a drain trap, a J-shaped piece of pipe designed to provide a water barrier between your home and the danger of sewer gas. The trap holds water which prevents airborne bacteria and the odor of sewer gas from entering the house. If any fixture is used infrequently, it should be turned on at regular intervals to replace evaporating water in the trap and insure that the barrier remains intact.

CLOGGED PIPES: Traps, because of their shape, are also the point at which drains are most likely to become clogged. Sink drains are subject to clogging by grease, hair, soap curds, etc. NEVER pour grease into a drain or toilet. To prevent stoppage in the kitchen sink, run very hot water through the drain every week. Remember, however, that cold water only should be used when you are running the garbage disposal.

Clogged traps are cleared easily with a plunger, or in more severe blockages, by opening the sewer cleanout and snaking the line to remove the blockage. Nexstar Homes recommend that a qualified contractor be used to clear blockages if the use of a hand-held plunger does not correct the problem.

In the event of a stoppage or overflow, shut off the water at the angle stop shut-off valve at the base of the fixture. Every home should have a plunger. It will usually clear a toilet stoppage. Use a rapid, but firm, up and down motion (have water in the toilet bowl while doing this).

Service Notice: Nexstar Homes warrants against sewer stoppages and toilet overflows only for the first thirty (30) days after delivery of the home. After the first thirty days, repairs will be considered to be the responsibility of the homeowner. Your phone book is an excellent source of reference and we recommend you always use a Licensed Contractor.

Kwikset

Congratulations on your *New Home!*



You will be pleased to know that your new home has been equipped with Kwikset door hardware.

At Kwikset, we think people shouldn't have to settle when it comes to home security. Since 1946, we've believed that innovation is our greatest asset. Technology can deliver both quality and convenience. And the strongest insights come from understanding the people who use our products and how they use them. Everything we've learned has led us to one simple premise - the best security is smart security.

One of our most innovative products is SmartKey™, the lock you can re-key yourself in seconds. SmartKey re-key technology allows you to re-key your locks quickly & securely, without the extra hassle and cost of removing the lock from the door.



Bump
Proof



Pick
Resistant



Saw
Resistant



Drill
Resistant

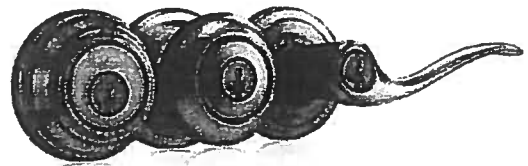


Kick-In
Resistant

SmartKey™ provides security that is resistant against torque attacks, passes the most stringent lock picking standard UL 437, par 11.6. and prevents against a variety of advanced break-in methods.

SUPERIOR SECURITY

- Bump proof and superior pick resistance
- Secure your home in seconds - SmartKey allows you to re-key your lock in seconds, rendering lost or unreturned keys useless.
- Advanced protection from kick attacks
- Highest professional security ANSI/BHMA certified Grade 1



#1 SELLING U.S. LOCK BRAND

ROOFING

Special care should be taken not to walk, stand or nail anything on the roof of your home. Only experienced people should be allowed on your roof. An annual inspection of the roof is suggested for maintenance purposes. Be sure to keep debris cleared around vents, chimneys, valleys, rain gutters, etc. to avoid damage. You may want to hire a professional to determine what type of maintenance to perform and how often.

The roof on your home is designed to keep the outside elements from penetrating into your home. A Nexstar Homes contractor will repair leaks occurring during the warranty period if related to the original construction. Nexstar Homes cannot accept responsibility for damage caused by the elements (i.e. high winds or hail, etc.) or items landing on the roof (i.e. balls, etc.). Unless Nexstar Homes can determine that the application specifications have not been followed by the roofing contractor, repairs for this will be considered a homeowner responsibility,

Service Notice: If you experience a roof leak during the first 2 years, please contact Nexstar Homes Customer Care Department immediately.

STUCCO WALLS

Stucco is a mixture of Portland cement, sand, and water. As concrete or plaster, stucco is **not flexible**. Naturally, ***some cracks will appear*** and Nexstar Homes cannot control these.

There are many factors that cause stucco to crack. What takes place in any building is that stresses are generated in the building from such things as wind load on walls, impacts, vibrations, earthquake activity, shrinkage in the underlying framing lumber, expansion and/or contraction of underlying soils, etc. Even the heating and cooling of the stucco surface causes unavoidable stress cracking or "hairline" cracks. Susceptible areas for stucco cracks always exist to some degree at corners of doors and windows, around penetrations of the stucco, and on open frame construction at faces of studs.

Nexstar Homes recommend waiting until you plan to repaint your entire home before making cosmetic repairs to these normal settlement cracks. Allow this time for the normal shrinkage to end and then cracks can be filled and repainted. Be sure and consult with a good painter regarding the proper type of paint to use on your stucco walls.

Cracks that exceed 1/16 inch will be patched one time only during the Warranty Period. The color of the paint will not match the surrounding area due to dirt, dust, and exposure to sunlight. This cannot be controlled by Nexstar Homes.

WINDOWS, MIRRORS, SLIDING GLASS DOORS, & SCREENS CONTINUED...

MIRRORS: The plate glass wall mirrors in your home have been installed according to industry standards. Please avoid the use of abrasive cleaners or rough cleaning rags on your mirrors. The plate glass wall mirrors in your home have been installed according to industry standards. Please avoid the use of abrasive cleaners or rough cleaning rags on your mirrors; they can be easily scratched.

Remember also to avoid excessive moisture build-up on your mirrors during cleaning or bathing. Should the moisture penetrate behind the molding at the mirror's edge or behind the mirror itself, it can result in ugly, black blotches in the glass.

Service Notice: Scratches, chips, cracks, and breaks in glass and mirrors are not covered by Nexstar Homes Limited Warranty after delivery of the home.





Kwikset

PRODUCT WARRANTY INFORMATION


Kwikset products are backed by one of the most comprehensive warranty programs available. You can feel confident that with the purchase of Kwikset, you have selected the best quality product, backed by the best customer service available.

Lifetime Mechanical Warranty & Lifetime Finish Warranty

Kwikset product comes with a lifetime mechanical and lifetime finish warranty that covers the original residential user against defects in material and workmanship, as long as the original user occupies the premises upon which the product was originally installed. One year electronic warranty. This warranty *DOES NOT COVER* scratches; abrasions; deterioration due to the use of paints, solvents, or other chemicals; abuse; misuse; or product(s) used in commercial applications. Upon return of a defective product to Kwikset Corporation, Kwikset may repair or replace the product or refund the purchase price. Kwikset is not liable for incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you. One year electronic warranty. This warranty gives you specific legal rights and you may also have other rights that vary from state to state. If a mechanical or finish defect occurs, please call 1-800-327-LOCK (5625) in the U.S. and Canada or return it to Kwikset Corporation, Consumer Services, 19701 DaVinci, Lake Forest, California 92610. For customers outside of the U.S. and Canada, claims under this warranty must be made to either the place of purchase or to the listed importer.

**Consumer Services
19701 DaVinci
Lake Forest, California 92610
1-800-327-LOCK**

www.kwikset.com



#1 SELLING U.S. LOCK BRAND

PRODUCT INFO & BROCHURES

NEXSTAR
Homes

New Construction Subterranean Termite Service Record

OMB Approval No. 2502-0525
(exp. 05/30/2018)

This form is completed by the licensed Pest Control Company

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits, HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 24 CPR 200.926d(b)(3) requires that the sites for HUD insured structures must be free of termite hazards. This information collection requires the builder to certify that an authorized Pest Control company performed all required treatment for termites, and that the builder guarantees the treated area against infestation for one year. Builders, pest control companies, mortgage lenders, homebuyers, and HUD as a record of treatment for specific homes will use the information collected. The information is not considered confidential, therefore, no assurance of confidentiality is provided.

This report is submitted for informational purposes to the builder on proposed (new) construction cases when soil treatment for prevention of subterranean termite infestation is specified by the builder, architect, or required by the lender, architect, FHA, or VA.

All contracts for services are between the Pest Control Company and builder, unless stated otherwise.

Section 1: General Information (Pest Control Company Information)

Company Name: SunWest Termite & Pest Mgt., Inc.
Company Address PO BOX 4153 City MESA State AZ Zip 85211-4153
Company Business License No. 5523 Company Phone No. 480-964-3288
FHAVA Case No. (if any): _____

Section 2: Builder Information

Company Name: Nexstar Homes Phone No. 480-770-2222

Section 3: Property Information

Location of Structure(s) Treated
(Street Address / Legal Description, City, State & Zip): 1186 W White Hawk Dr Camp Verde AZ 86322

Section 4: Treatment Information

Date(s) of Service(s): 7/1/21

Type of Construction (More than one box may be checked) Slab Basement Crawl Other _____

Check all that apply:

A. Soil Applied Liquid Termiticide
Brand Name of Termiticide: DOMINION 2L EPA Registration No. 53883-229
Approx. Dilution (%): .05 Approximate Total Gallons Mix Applied: 260 Treatment completed on exterior? Yes No

B. Wood Applied Liquid Termiticide
Brand Name of Termiticide: _____ EPA Registration No. _____
Approx. Dilution (%): _____ Approximate Total Gallons Mix Applied: _____

C. Bait system installed
Name of System _____ EPA Registration No. _____ Number of Stations Installed _____

D. Physical Barrier System Installed
Name of System _____ Attach Installation Information (required)

Service Agreement Available: Yes No

Note: Some state laws require service agreements to be issued. This form does not preempt state law.

Attachments (List): _____

Comments: 3 year warranty

Name of Applicator(s): ROB CONNOLLY Certification No. (If required by State law) 110030

The applicator has used a product in accordance with the product label and state requirements. All treatment material and methods used comply with state and federal regulations.

Authorized Signature: _____ Date: 12/6/2021

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

form HUD-NPMA-99-B (08/2008)

Subterranean Termite Protection Builder's Guarantee

This form is completed by the builder.

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits, HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. Section 24 CFR 200.926d(b)(3) requires that the sites for HUD insured structures must be free of termite hazards. This information collection requires a licensed Pest Control company to provide the builder a record of specific treatment information in those cases when if any method other than use of pressure treated lumber is used for prevention of subterranean termite infestation. When applicable, form HUD-NPMA-99-B must accompany the form HUD-NPMA-99-A. Builders, pest control companies, mortgage lenders, homebuyers, and HUD as a record of treatment for specific homes will use the information collected. The information is not considered confidential, therefore no assurance of confidentiality is provided.

This form is submitted for informational purposes on proposed (new) construction cases when treatment for prevention of subterranean termite infestation is specified by the builder, or required by the lender, the architect, FHA, or VA.

This form is to be completed by the builder. This guarantee is issued by the builder to the buyer. This guarantee is not to be considered as a waiver of, or in place of, any legal rights or remedies that the buyer may have against the builder.

FHA/VA Case No.: _____

Location of Structure(s) (Street Address, or Legal Description, City, State and Zip):

1186 W White Hawk Dr Camp Verde AZ 86322

Buyer's Name _____

Builder is to check and complete either box 1 or box 2.

1. **Pest Control Company Applied Treatment (See HUD-NPMA 99B for treatment information)**
 The undersigned builder hereby certifies that a State licensed or otherwise authorized pest control company (where required by State law) was contracted to treat the property at the location referenced above to prevent subterranean termites. The builder further certifies that the contract with the pest control company required the treatment material and methods used to be in conformance with all applicable State and Federal requirements. All work required by the contract has been completed unless noted on HUD-NPMA 99B. Where not prohibited by applicable State requirements, the buyer, for an additional fee payable to the pest control company, may extend the protection against subterranean termites. Contact the pest control company listed on the attachment for further information.

The builder hereby guarantees that, if subterranean termite infestation should occur within one year from the date of closing, the builder will ensure that a licensed or otherwise State authorized pest control company will treat as necessary to control infestations in the structure. This further treatment will be without cost to the buyer. If permitted by State law, the buyer may contract directly, at the buyer's expense, with a pest control company to inspect the property on a periodic basis and use EPA registered products to control any infestation. The builder will not be responsible for guaranteeing such contracted work. The builder further agrees to repair all damage by subterranean termites within the one year builder's warranty period. This guarantee does not apply to additions or alterations that are made by the buyer which affect the original structure or treatment. Examples include, but are not limited to, landscape and mulch alterations, which disturb the treated area and create new subterranean termite hazards, or interfere with the control measures. If within the guarantee period the builder questions the validity of a claim by the buyer, the claim will be investigated by an unbiased expert mutually agreeable to the buyer and builder. The report of the expert will be accepted as the basis for disposition of the case. The non-prevailing party will pay the cost of any inspections made to investigate the claim. For further information contact your State structural pest control regulatory agency. **All service must be in compliance with the International Residential Code.**

Type of Service: Termite Bait System Field Applied Wood Treatment Soil Treatment Installed Physical Barrier System

2. **Builder Installed Subterranean Termite Prevention using Pressure Treated Lumber**
 The builder certifies that subterranean termite prevention was installed using pressure treated lumber only and certifies that use of the pressure treated lumber is in compliance with applicable building codes and HUD requirements including Mortgagee Letter 2001-04. **Note: Using pressure treated sills as a sole method of termite prevention is NOT acceptable and violates the requirements of Mortgagee Letter 2001-04.**

Initial of Builder _____ Date _____

Attachments _____

Builder's Company Name: **Nexstar Homes** Phone No. **480-770-2222**

Builder's Signature: _____ Date: _____

Consumer Maintenance Advisory regarding Integrated Pest Management for Prevention of Wood Destroying Insects. Information regarding prevention of wood destroying insect infestation is helpful to any property owner interested in protecting the structure from infestation. Any structure can be attacked by wood destroying insects. Periodic maintenance should include measures to minimize possibilities of infestation in and around a structure. Factors which may lead to infestation from wood destroying insects include foam insulation at foundation, earth-wood contact, faulty grade, firewood against structure, insufficient ventilation, moisture, wood debris in crawl space, wood mulch, tree branches touching structures, landscape timbers, and wood rot. Should these or other such conditions exist, corrective measure should be taken by the owner in order to reduce the chances of infestations by wood destroying insects and the need for treatment.

An original and one copy of this guarantee are to be prepared by the builder and sent to the lender. The lender provides one copy to the buyer at closing and includes a copy in the VA loan package or HUD insurance case binder. The builder sends one copy to the licensed pest control company which performed the treatment. Attached is a copy of the state authorized pest control company's New Construction Subterranean Termite Service Record, HUD-NPMA-99-B

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

BUYER: _____

DATE: _____

EXTERIOR	Yes	No	INTERIOR	Yes	No
Address is indicated on house			Attic Access located, complete		
Nexstar Signage removed			Phone jacks located, satisfactory		
Yard is clean from all debris			TV jacks located, satisfactory		
Dumpster removed			Drywall meets Industry Stds		
Port A John removed			Baseboards, trim satisfactory (all)		
Roof Tile appears to be correct			Int Doors (all)		
Stucco within Industry Standards (all)			doors close tight and catch		
Front Door is operable, latches			stain / paint satisfactory		
stain or paint satisfactory			hardware intact, operable, latches		
hardware intact and operable			Int Paint meets Industry Stds		
glass installed and satisfactory			Cabinets complete, operational (all)		
threshold clean and adjusted			Countertop satisfactory (all)		
Ext doors of home (all)			Floor Tile Installation satisfactory (all)		
hardware intact, operable, latches			Carpet installed, satisfactory (all)		
thresholds clean and adjusted			Mirror Installation satisfactory (all)		
windows			Surround Tile satisfactory (all)		
free from cracks, chips, or scratches			Elect fix complete, installed (all)		
Garage Door/s operational			(all) plates installed,		
remotes received			**** BULBS ARE A COURTESY ***		
keyless installed (if applies)			Bath Hardware Installed (all)		
Ext Light Fix complete, operational			Plumbing fix installed, operational (all)		
Ext Railing satisfactory (if applies)			Sinks installed, satisfactory (all)		
Stucco complete, satisfactory			Toilets installed, satisfactory (all)		
Ext Stone satisfactory			Tubs installed, satisfactory (all)		
Ext Paint satisfactory					
Ext Concrete, garage flr satisfactory			Water Heater Installed, operational		
Fencing complete, satisfactory					
Gates installed, secured (all)			Appliances installed, operational (all)		
operational, latches (all)			No damage detected (all)		
Final Grade completed					
			A/C appears to be operational		
			Pics of indoor AND outdoor HVAC units		
			House has had final clean		

X _____
BUYERS

X _____
NEXSTAR HOMES REP

ORIENTATION INSPECTION

Date: _____ Buyer: _____ Home Address: _____ City: _____
Zip: _____ Contact Name: _____ Home Phone: _____ Cell: _____
Mailing Address: _____ City: _____ State: _____ Zip: _____

ORIENTATION ITEMS REVIEWED

Water Heater	Construction Key Returned
AC Unit	Keys Provided
Breaker Panel	Garage Door Openers Provided
Thermostat	Alarm Reviewed, Manual Provided
Attic Access	Utilities in Buyers Name
Gas Drops	Touch Up Paint Provided
Smoke Alarms	Interior Exterior Stain
Location of main water shut off valve	Signage
Aerators	Removed Pending Removal Staying for Home Sale

All orientation items have been reviewed. I have no questions at this time.

BUYER PRINT NAME _____

BUYER SIGNATURE _____

DATE _____

I. AGREEMENT & ACCEPTANCE

By signing in the appropriate areas below, NH agrees to fulfill all its obligations under the Warranty. By its signature(s), Homeowner acknowledges its receipt and understanding of the Warranty and its acceptance of the Warranty in lieu of all other warranties, express or implied, including warranties of merchantability or warranties of fitness for a particular purpose.

NEXSTAR HOMES, LLC

REPRESENTATIVE PRINT NAME

REPRESENTATIVE PRINT NAME

REPRESENTATIVE SIGNATURE

REPRESENTATIVE SIGNATURE

DATE

DATE

HOMEOWNERS

BUYER PRINT NAME

BUYER PRINT NAME

BUYER SIGNATURE

BUYER SIGNATURE

DATE

DATE





DATE: _____

ONE YEAR WALK THROUGH

Items that show defects or omissions relative to workmanship or materials that are eligible for coverage under warranty, we shall make or cause to be made reasonable and necessary repairs, replacements, or adjustments. Cosmetic defects will be left to the discretion of Nexstar Homes as to their merit for repair.

BUYER: _____ ADDRESS: _____ CONTACT: _____ PHONE: _____

ROOM ITEM SUBCONTRACTOR COMPLETED BUYER INITIALS

All above issues have been addressed and completed to my satisfaction.

BUYER PRINT NAME _____ BUYER SIGNATURE _____ DATE _____