

## WARRANTY FOREWORD

**Thank you for purchasing your new home from Napolitano Homes, where “Our mission is to provide every customer with the absolute best new home buying experience”.**

This mission is not just from purchase to closing, it extends through the warranty period and beyond. That is why we have designed this Warranty Manual to help provide you an understanding of the warranty on your home and how it works.

We also want to establish between us an understanding that your new home is a handmade product, which is not perfect.

We are proud of the homes we build and we are personally involved in building each one of them. It is important to understand that a new home is more akin to a painting with brush strokes rather than a photograph with a perfect plastic finish. Napolitano Homes will honor all legitimate and responsible warranty service requests, but understandably, **we will not undertake a maintenance program for the homeowner.**

### OUR COMMITMENT TO YOU IS AS FOLLOWS

- FIRST:** Napolitano Homes has built your new home to meet, or in many cases exceed, local building codes. Workmanship, materials, type of construction and finish to the interior of the structure of the home will be in accordance with the relative model home.
- SECOND:** Napolitano Homes has provided you with a written warranty backed by our approved warranty insurance carrier 2-10 Home Buyers Warranty. This warranty consists of a contract between (1) you, the buyer, (2) Napolitano Homes, the seller or contractor, and (3) the approved insurance carrier 2-10, whereby all parties agree to be governed by the written standards in the contract and, when necessary, by the procedures for the remedy of grievances as spelled out by the warranty program. Please note that the warranty literature contains a booklet of standards which you should examine in order to gain an understanding of acceptable construction practices and tolerances. As a reminder please refer to these standards as a guide prior to making a service request.
- THIRD:** Many of the products in your home are warranted by their manufacturers. Please register these products properly and follow the service procedures specified for each of them. As in the case of any limited warranty, your new home limited warranty requires that you follow normal maintenance procedures, and make minor adjustments, which are reasonably within a homeowner's capabilities.

### IMPORTANT NOTE ABOUT YOUR MANUAL

**IN THE EVENT ANY VARIATION OR CONFLICT EXISTS BETWEEN THE INFORMATION AND MATERIALS CONTAINED IN YOUR WARRANTY MANUAL AND THE RECOMMENDATIONS OR WARRANTY PROVISIONS CONTAINED IN THE BUILDERS LIMITED WARRANTY CONTRACT, APPROVED STANDARDS OR THE MANUFACTURER'S PRINTED LITERATURE, THE MATERIALS PROVIDED BY THE INSURANCE CARRIER OR THE MANUFACTURER WILL CONTROL.**

### NAPOLITANO HOMES LIMITED WARRANTY GUIDELINES

Your home has been constructed using natural materials, and we realize that in some cases the materials used in your home may not perform as intended. When this does occur, we will make any necessary corrections as are required. In support of this commitment, Napolitano Homes provides you with a limited warranty through **2-10 Home Buyers Warranty** and the accompanying booklet at Orientation. The purpose of this booklet is to let you know what our quality standard is for the typical concerns that come up in a new home. The booklet describes standards for the typical items and what needs to be done to remedy the items that do not meet industry standards. It is important to remember that the **one-year material and workmanship warranty starts the day of closing or day of possession, whichever occurs first.**

As a purchaser of one of our homes, you are protected by the **2-10 Home Buyers Warranty**. As your builder we are required to meet certain standards of performance, which insures the quality and integrity of our dealings with you. This program provides you with a written warranty, plus extends warranty coverage on major structural defects should they occur. **2-10 Home Buyers Warranty** provides you with one-year materials and workmanship warranty, 2-year major systems and 10-year structural warranty. Please read your specified warranty thoroughly, as it will outline the warranty guidelines Napolitano Homes will follow. If the 2-10 Home Buyers Warranty does not specifically address or exclude a particular item, then the guidelines contained in the **“Residential Construction Performance Guidelines”** published by the National Association of Homebuilders shall dictate the criteria under which a particular item’s workmanship or performance is acceptable, and how the item will be repaired. Please note, we reserve the right to exceed these guidelines if common sense or individual circumstances dictate, without being obligated to exceed all guidelines to a similar degree.

Please make sure to read the 2-10 warranty book. This will give you very good knowledge of what to expect from your new home. This book will let you know what a warranted item is and what it is **not**.

## How the Warranty Works

With the exception of a true emergency (see emergency service) our warranty program consists of three milestones during your first year that we will provide warranty service for your new home. The first is the Orientation Conference when you learned about your new home and inspected its quality. The second time is the 12 Week Conference after you have closed or taken possession. We wait 12 weeks to give you an opportunity to settle into your new home and utilize its functions, and the home has had a chance to acclimate to a steady environment. The third time will be at the Year End Conference, so we may take care of any final adjustments needed prior to the end of your first year workmanship and materials warranty. **At your orientation you received a bright colored card that explains each of these milestones. Please put this card some place where you will be able to refer to it often.**

**ALL Warranty Service Requests (other than emergency requests) that are NOT in writing, shall not be processed. We cannot schedule warranty requests from your telephone call or from a personal visit to our construction office.** We have several options available for submitting your list. Please use one of the following:

**E-mail** ~ [service@napolitanohomes.com](mailto:service@napolitanohomes.com)

**Fax** ~ 757-474-0868

**Mail** ~ Napolitano Homes Attention: Warranty 1492 S Independence Blvd. Suite 101 Virginia Beach, VA 23462

When sending us correspondence, you can help us to serve you better by providing complete information, such as your ***name, address, email address and phone numbers where you can be reached during business hours***. Provide a complete description of the problem, for example, "Bedroom 2—window hard to open," rather than "window problem." Miscellaneous service issues will need to wait until your next service milestone, unless it is an emergency or the issue impedes the living conditions of the home.

**Phone number sticker in the cabinet:** Not all warranty requests have to go through our office, and you should not wait to have something repaired when you can contact a vendor yourself. At your orientation your Site Builder pointed out a sticker located in your cabinet with key vendor contact information. If you experience an issue and want to call the vendor directly please feel free to do so. All we ask is that when you do this and the vendor has responded to the issue please send us a detailed email of the facts so we may put it in your file. We like to keep complete files so we all have documentation to refer back to if needed.

## Warranty Milestones

**Orientation:** Your orientation was conducted between you and one of our Site Builders. At the orientation the Site Builder familiarized you with the operations of your new home, and answered any questions you may have had concerning the construction. The orientation also allowed you an opportunity to ensure that the quality of your new home matched the quality that we represented in our model home, and point out any issues that may need to be addressed. We will address any issue not meeting the standards with the exception of any drywall blemishes and paint, caulk and grout touch ups. You will have an opportunity to address these at a later time (see 12 week review procedures). At the

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conclusion of your orientation, your Site Builder discussed the procedure for taking care of any issue(s) noted.

**Welcome to Warranty Letter:** Shortly after your closing you will receive a welcome to warranty letter. While the warranty will be explained by your Site Builder at orientation, it is a lot to remember. The purpose of this letter is to give you a broad outline of the warranty for a quick reference. So be on the lookout for this letter.

***12-Week Review: Drywall blemishes, paint, caulk and grout touch ups are done one time during the first year. At Napolitano Homes we do a one-time touch up of all four at the 12 week warranty period.***

While you or your movers were bringing the furniture into your new home, or while you were setting things up there may have been an occasion that a wall got nicked or marked. Remember we did not address any minor point up (drywall blemishes) or touch up at your orientation so now is the time we will do that and we will be happy to take care of a few extras that the movers or you may have caused. We will also touch up any caulk and grout issues at this time. After this all four become a home owner maintenance responsibility.

12 weeks is also an adequate amount of time for what is known as the “Break in Period”. During this interval, you should become familiar with your new home. Should you have any warranted issues to report at this time, list them on the 12 Week Review Form. Please use the Drywall Blemishes, Paint, Caulk and Grout Touch Up Form for those specific items. These forms are provided for you in your Orientation Package. **Remember to review the 2-10 warranty book when making your list to ensure that an item is a warranted item.**

**Upon receipt** of your written 12 Week Review Form, our warranty processor will forward your review to your Site Builder who will contact you to discuss the items submitted. If your Site Builder feels an inspection is needed (s)he will make that appointment with you. If you are unable to attend a scheduled appointment, please try to notify our warranty processor 48 hours in advance so we may reschedule.

Once the Site Builder has identified the items to correct and the appropriate vendors to correct them, (s)he will send the list and the details to the warranty processor who will prepare the work orders. The work orders will be sent to the vendors and a copy sent to you. It will then be between **YOU AND THE VENDORS** to schedule the repairs.

**Tip:** Schedule your drywall point up before the paint touch up appointment and after all other work has been completed.

If a vendor is not responding to you or you are having a difficult time getting an appointment set up please email our warranty processor at the email listed above, and they will assist you in getting a resolution.

***Please note any warranted items not listed or submitted on the 12-Week list will need to be addressed at the Year End review, unless classified as an emergency or impedes the living conditions of the home.***

**Year End Review:** At the END of your 11th month of your materials and workmanship warranty, should you have any items, you will need to submit a “year-end” written review and submit via email, fax or

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mail. Please review your 2-10 warranty book again to ensure the items you are reporting are warranted. **Your Year End review must be completed before your warranty expiration date!** So please notate your warranty expiration date.

When we receive your Year End Review warranty service request, we will contact you to schedule an inspection appointment. We will inspect the items listed in your written request to confirm warranty coverage and determine appropriate action. From the time of that meeting on we will follow the 12 week review procedures with the exception of drywall blemishes and paint, caulk and grout touch ups.

**PLEASE NOTE!** Vendors provide a one year warranty on the products/services they provide. Their warranty expires on the one year anniversary date of the closing or your possession of your home, thus the importance of receiving your Year End review. Once the warranty period has expired, the vendor has the right to be reimbursed for services rendered. In addition, vendors require a two week lead time to schedule appointments. Therefore, it is imperative that your year-end list is submitted at the end of the 11<sup>th</sup> month to allow time for scheduling and repairs. Thank you for your attention to this detail.

## **EMERGENCY GUIDELINES**

**What is an Emergency:** In many cases such as fire, theft or the like, it's easy to recognize an emergency. For our purposes, we define an emergency as an unexpected and quickly developing, continuing condition that if not immediately repaired will promptly cause further and continuing damage to the residence. Roof leaks are considered an emergency but cannot be repaired until weather conditions permit such.

**During business hours please email or call our office at 757-474-0888 ext. 22. If after hours, call the same number, 757-474-0888, and follow the prompts to report an emergency.**

**Remember:** Items reported as emergencies that, in fact, are non-emergencies will result in a service charge from the appropriate sub-contractor plus the cost of repair for any non-emergency item after 5:00 p.m., Monday through Friday, and all day on Saturdays, Sundays and Holidays.

## **THE FOUR KEY RULES FOR THE FASTEST POSSIBLE EMERGENCY SERVICE**

1. Read and be familiar with all the information from the appropriate emergency service page.
2. **Do not call your Sales Representative.** They are not equipped to handle your emergency. They do not have the emergency service telephone numbers and are unfamiliar with the people whose help you need. They will simply direct you to the procedures outlined in this booklet. Such calls waste valuable time.
3. If you see a suspicious or puzzling condition, report it immediately during normal business hours. Don't wait until later and then decide to call. The people you need to get help are always harder to locate after normal business hours.
4. If such an emergency arises after hours, weekends, or holidays, call the appropriate vendor directly.

**HEATING EMERGENCY:**

**EMERGENCY # IN EFFECT FOR HEATING PROBLEMS DURING WINTER MONTHS ONLY.**

The following **IS** a heating emergency:

- a. No heat in residence
- b. No heat in more than 50% of the rooms.

**AIR CONDITIONING PROBLEMS ARE NOT CONSIDERED EMERGENCIES.**

**ELECTRICAL EMERGENCY:**

The following **IS** an electrical emergency:

**Note: If you have no electricity, check the breakers first.**

- a. No electricity to cooking appliances.
- b. No electricity throughout house. **(Be sure electricity is not off throughout neighborhood).**

**PLUMBING EMERGENCY:**

The following **IS** a plumbing emergency:

- a. Sewer blockages affecting all drain lines.
- b. Water leak on supply line (not fixture)
- c. No hot water
- d. Clogged main sewer line causing back up of flow in fixtures.
- e. Smell of gas within your home

**NOTE:** Please remember that Electrical, Plumbing, and Heating/Air issues can be phoned directly to the vendors that performed the original work.

Please refer to your Vendor Sticker placed on the inside of your upper kitchen cabinet nearest the sink for a listing of contractors for your home. Please remember to notify Napolitano of such service calls in writing, via email or fax. This will allow us to record the service in your permanent file.

**REMINDER:** The vendor will charge a service fee plus costs for any non-emergency issues incorrectly reported as an emergency.

**NON-WARRANTY ITEMS:**

Your Homeowner's Warranty specifically applies to items constructed on your property by your builder. Certain items and conditions do not fall under the full term and conditions of your home warranty. For instance; trees, shrubbery, landscaping, seeding and grading are items where approval is certified at the time of final inspection (unless noted otherwise on your Orientation form). We are not responsible for the results of acts of God such as wind damage, rain or storm erosion causing gullies or washouts that may alter the landscaped surface. **In addition, any home issues that arise post the result of a hurricane, tropical storm, tornado, high winds, or other extreme weather events are non-warranted and should be reported to your home owner's insurance for follow up.**

Concrete is a non-warranted item. Concrete products normally have some cracking and shrinkage. Minor cracking is normal. Cracking can be caused by elements outside the contractor's control.

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Additionally, there are other areas not covered by your warranty. Please consult your **2-10 Home Buyers Warranty** booklet for specific "exclusions".

**Garage Door Openers:** If you should install an opener yourself or have another company install an opener during your one-year workmanship warranty period, **you will void the warranty** on the garage door and no adjustments will be made by Napolitano Homes or our garage door vendor.

**Vinyl Floors:** Protect the finish of your resilient floor coverings by attaching furniture rests to the bottom of the furniture legs to distribute furniture weight evenly over resilient surfaces. **CAUTION: Certain footwear such as high heels and sport cleats etc. can be damaging to floors.** Seams may show in resilient flooring joints. When corrections are required, Napolitano Homes will adhere to the warranty you were provided.

**Note:** The tile installed in your home does not come sealed. If you desire your tile to be sealed that is a homeowner task after closing.

**Cracks and Squeaks:** The reaction of wood to humidity is an inherent characteristic of all wood and cannot be totally avoided. From the constant expansion and contraction in your wood floor caused by change in seasons you can expect some minor chipping, splintering, cracking and squeaks. If you experience a problem area not addressed in the information above, or if you are unsure of a proper repair, please contact your hardwood flooring subcontractor.

Remember different species of wood have different densities and therefore will react differently to the elements. Soft woods such as pine can have impressions left in it from high heel shoes or sports cleats etc. you should treat your hardwood floors like the vinyl floor referenced above.

**Remember:** Granite is a natural product that is mined and therefore it is not a perfect product. When the granite is prepared for your home it is cut and smoothed. The patterns in the granite are not necessarily uniform and Napolitano Homes cannot be responsible for the natural product formation. Granite tops are not warranted after the orientation.

**In Ground Sprinklers Systems:** If your home is on crawl space foundation there is a blanket of sand under your home covered by a plastic vapor barrier. This is here for the purpose to control moisture issues from arising in your crawl space. Many sprinkler contractors will run the sprinkler piping under the crawl space to minimize the cost of piping around your home keeping the job affordable. This is okay, however one thing we have seen many times is they will lay that pipe on the ground on top of the plastic vapor barrier. In the summer with the hot humid air under the home and the cold water running through the pipes condensation will be created. When this happens it will form puddles on top of the plastic and you will eventually have a moisture issue under your home. Make sure when contracting to have a sprinkler system installed that you insist they run the piping under the vapor barrier and re-install the barrier properly.

**\*\*Napolitano Homes will not warranty any moisture issue in a crawl space if there are sprinkler pipes laid on top of the vapor barrier.**

Make sure to remember and winterize your sprinklers come the winter and have them turned back on in the spring.



**IF YOU'RE NOT GETTING THE SERVICE WE'VE PROMISED, BE SURE YOU ARE DOING THE FOLLOWING:**

1. Please read this booklet carefully and be sure you are familiar with its contents.
2. Be sure all requests for service are properly submitted to our warranty department and that you keep a copy for your records and reference. Keep track of what you have reported.
3. Always inquire promptly in writing if service is in any way different from what we have promised.
4. Please don't ask a repairman to do work on an item not on his work order.

ALWAYS SEND YOUR SERVICE REQUESTS DIRECTLY TO OUR WARRANTY DEPARTMENT. NEVER RELAY A REQUEST THROUGH OUR SITE BUILDER, YOUR SALES REPRESENTATIVE OR A PASSING WORKMAN. WE CANNOT ASSUME RESPONSIBILITY FOR REQUESTS MADE TO ANYONE OTHER THAN OUR WARRANTY DEPARTMENT.



## KITCHEN APPLIANCE WARRANTIES

The manufacturers of kitchen appliances will work directly with you if any repairs are needed for these products:

GE Customer Service can be contacted at 1-800-432-2737 or at [geappliances.com](http://geappliances.com).

Kenmore Customer Service can be contacted at 1-888-507-9312, option #3.

Be prepared to provide the model and serial number of the item and the closing date on your home. Appliance warranties are generally for one year; refer to the literature provided by the manufacturer for complete information. *It is recommended to register your appliances shortly after closing. This can be done on-line. This ensures a much quicker and easier process if a request for service is needed.*

### **Disputes**

Napolitano Homes stands behind its products and will take responsibility for warranted items according to the 2-10 Home Buyers Warranty. However, on occasion, we may interpret the warranty differently from our customer. We will always work hard to remedy any disagreement you may have with us. However, on those occasions where we cannot reach a remedy to an issue; we will follow the terms of our original contract with you, as well as, the terms of the 2-10 Home Buyers Warranty. Both refer to binding arbitration in lieu of court. This is a much faster and less expensive way of settling a dispute should one arise.

### **In Closing**

We have assembled this guide to help you transition into your new home and help you navigate through your warranty. Our hope is that you will utilize this information throughout the warranty period of your new home. Everyone in our company would like to WELCOME you as you move into your new community and we want to extend to you a sincere Thank You for choosing us to build your home. Please let us know if you have any questions or if we can help in any way.

# WANTED

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**INFORMATION ON ANYONE STEALING  
OR DAMAGING MATERIALS FROM  
NAPOLITANO HOMES**

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**★ \$500 ★  
REWARD**

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Reward will be granted for information leading to the arrest and conviction of anyone stealing or damaging materials from Napolitano Homes. Please call 757-474-0888 to report such activities.