

CUMBERLAND HOMES, INC. & AFFILIATES

HOMEOWNER GUIDE

*New Home Orientation,
& Limited Warranty Standards*



We would like to start by thanking you for placing your trust in our company and making the monumental decision in choosing to purchase one of our homes. Buying a home is a massive undertaking with most people making the single largest financial purchase of their lives. In doing so, you are putting a tremendous amount of trust and confidence in us that we have constructed a well-built home that is going to faithfully serve your family for years and decades to come. As a builder this is a huge responsibility, and one that we do not take lightly. Please know that Cumberland Homes, Inc. has strived to deliver to each and every one of our buyers the highest quality and most durable home possible using our decades of experience, time tested quality materials, and the most capable and trustworthy trade partners in the industry.

We have a deep appreciation for each and every one of our customers, and want you to know that we are also devoted to providing the best customer service we possibly can after the sale. We not only take immense pride in constructing the best homes we can prior to the sale, but are committed servicing our customer's needs afterwards. Whatever need you may encounter you can rest assured that we are going to be here to help you along the way. My name and reputation is on every home I build and I promise to not only always deliver the best home I possibly can, but also promise to always be there for my customers to service any need that may arise afterwards.

Sincerely,



Matthew H. Norris

President – Cumberland Homes, Inc.



Limited Warranty & Maverick Ten Year Structural Warranty

Cumberland Homes, Inc. provides a one year limited warranty on the workmanship and materials used in the home along with the electrical, plumbing, and mechanical systems. Cumberland Homes, Inc. also provides a ten year structural warranty through our third party affiliate "Maverick". In the event you have major structural defects caused by soil movement and/or settling, Maverick will cover any damages. Although we've never had a structural warranty claim in over 3,000 homes, you can have the confidence knowing they're there if you ever need them.

In addition to the structural warranty they provide, "Maverick" also provides the nationally accepted building standards and guidelines we abide by. The sample warranty along with any exclusions are provided in the sample warranty documentation provided to you at the new home orientation. This documentation spells the building standards for multiple possible deficiencies and the corresponding responsibilities of the builder under the warranty guidelines and also what responsibility the buyers have under normal homeowner maintenance. Please note that these standards were not issued by us nor "Maverick," rather instituted by The National Association of Home Builders and are nationally accepted quality standards. Cumberland Homes, Inc. takes pride in meeting or exceeding all of these standards in our warranty process.

An additional benefit of the "Maverick" ten year structural warranty is that they guarantee our warranty. No matter what the future may hold, if in the highly unlikely event that we are unable to fulfill our responsibilities under the terms and condition of our warranty, "Maverick" will step in and fulfill those obligations on our behalf. So no matter what, all warranty claims that fail to meet the performance standards are going to be covered. Although rarely used, another benefit of "Maverick" is that in the unlikely event we have dispute or a disagreement on the validity of a claim or the manner in which a repair is being made, they will step in and provide alternative dispute resolution. They will send in a conciliator to your home to investigate in person the related evidence of any and all claims and make an independent and unbiased opinion as to what the following course of action needs to be. This is done free of charge for both parties. Again, it is extremely rare for this to be used and we've only utilized this avenue twice in over 3,000 homes. Please know that Cumberland Homes, Inc. is going to make absolutely every effort possible to satisfy our customers by going over and beyond the warranty standards.

Most Common Items Not Covered Under Cumberland Homes, Inc. Warranty

No one likes to hear the word *exclusion* or *industry standards*. Cumberland Homes, Inc. knows that you did not set out to purchase merely an industry standard home, nor did we set out to merely build an industry standard home. The information and exclusions that are listed below are merely guidelines that are meant to govern and manage the responsibilities and expectations of both parties. As a builder, we're going to be there to assist you every step of the way and take care of any and all issues that are warrantable. Even issues you may encounter that are not warrantable during the one year warranty period and beyond, we will happily assist, give advice, and provide recommendations on ways to correct any issues as cost effectively as possible. However, the homeowner also has a tremendous responsibility in assisting in the care and maintenance of a home. Identical to servicing your vehicle, your home has needs that need to be addressed periodically to keep it going in the absolute best working condition.

The service requirements and maintenance procedures of the home are explained in the Maverick Homeowner's Maintenance Manual. No matter if this is your first home or tenth, we highly recommend reading this manual. There is great information contained in it, even for the most experienced homeowner. The primary take away from this is that neither the builder nor the homeowner is going to solely bear the responsibilities of getting the home through the first year, but rather it's going to be a group effort to ensure the house performs at the highest level possible.



ACT OF NATURE

- Lightning, hurricanes, earthquakes, and other natural disasters are not covered and will fall under your homeowner's insurance policy.

CONCRETE

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

CONSUMER PRODUCTS & APPLIANCES

- Products such as hot water heaters, refrigerators, HVAC systems, washers, dryers, ovens, dishwashers, and related appliances are not covered under our warranty unless the product at issue was not installed properly. Such products are covered under a separate manufacturer's warranty. The manufacturer of these products should be contacted upon closing to register some of these items and afterwards contacted if there are functional problems experienced with these items.

CABINETRY & COUNTERTOPS

- Because granite, marble, quartz or laminate countertops are made using natural materials, it is common for slight markings to occur during the manufacturing process. Careful use of sharp objects, abrasives or heat, as well as prompt cleaning of spills, will ensure their quality and protection. We recommend sealing all countertops within your home shortly after close. Additionally, take precautions not to overload shelves and drawers on cabinets, built-in's, or wood or wire shelving. Any damages caused by overweight items are not warrantable.

LANDSCAPING & DRAINAGE

- The long term success of the lawn and landscaping installed is a direct function of the homeowners input. Cumberland Homes, Inc. has attempted to provide a good starter lawn and its success depends on the owner. We strongly urge the owner to utilize good irrigation, fertilizing, re-seeding, and appropriate mowing tactics to help it grow into a full and established lawn. Cumberland Homes, Inc. will not return to re-seed or re-grade a lawn after closing.
- The grading and swales utilized throughout the lawn have been designed and installed to keep water away from the home and to drain into appropriately designated areas. It is the homeowner's responsibility to monitor and repair these areas against any settlement and erosion that may impact its ability to adequately drain the area.

> LAMINATE, LVP, HARDWOOD, CARPET OR VINYL FLOORS

- Sharp or heavy items, as well as heeled shoes, can easily scuff or damage flooring. We recommend using floor saver pads on the bottoms of all tables, chairs, barstools, etc.
- Spills and/or stains on vinyl, carpet, hardwood or any other flooring material will not be covered. The floor is covered by a manufactures warranty, only if the following cleaning products are used: Bona or Bruce Hardwood floor cleaner. **Do not use a shark or steam mop on hardwood or laminate floors.**

> LAMINATE, LVP, HARDWOOD, CARPET OR VINYL FLOORS

- Sharp or heavy items, as well as heeled shoes, can easily scuff or damage flooring. We recommend using floor saver pads on the bottoms of all tables, chairs, barstools, etc.
- Spills and/or stains on vinyl, carpet, hardwood or any other flooring material will not be covered. The floor is covered by a manufactures warranty, only if the following cleaning products are used: Bona or Bruce Hardwood floor cleaner. **Do not use a shark or steam mop on hardwood or laminate floors.**

> LIGHT BULBS & FILTERS

- Broken or blown light bulbs or globes on light fixtures are not covered after closing. Filters for the HVAC systems should be replaced monthly and is the homeowners responsibility.

> NOISY FLOORS

- It is common to hear noise when walking over floors constructed using conventional framing material. Although annoying, "floor squeaks" are typically not indicative of a structural issue. **Cumberland Homes, Inc. will make one attempt to repair a floor squeak after closing, however we cannot guarantee a 100% success rate.**

> PAINT & COSMETIC ITEMS

- Nicks and scratches on cabinets, stained moldings, and painted walls are not covered by our warranty. All walls are coated using Sherwin-Williams paint and we have left adequate amounts of touch up paint for the homeowner to be able to address minor paint defects. A cabinet touch-up kit has also been provided.

> WINDOWS

- Humidity is drawn to the coolest surfaces, like the windows of your home. Condensation seen on windows or window frames relates to the humidity of you home, rather than improper window installation, and is not covered under our warranty.



SHEETROCK, DRYWALL & CAULK

- During the first year of a newly constructed home, the home is going through a curing out process and experiences the temperatures and humidity fluctuations for the first time. A lot of builders call it settling; however, the home is actually going through an expansion and contraction process with the changes in the seasons. This process may cause nail pops and hairline cracks in sheetrock, along with cracks in the caulking along the edges of crown moldings, baseboards, counter tops, and window casings. This is normal in all homes and is not an indicator of a structural problem. **Cumberland Homes, Inc. will go back one time during the first year (typically month 11) to repair caulking cracks and repair sheetrock cracks and nail pops. We will re-paint these areas as long as the homeowners have not changed the color, however we cannot guarantee a perfect match due to aging and fading of the surrounding areas from sunlight exposure. If the homeowner has changed the paint color it is their responsibility to make the necessary paint touch ups.**
 - **This excludes finished garages. The garage is unheated and therefore experiences much higher temperature and humidity fluctuations which increase the likelihood of caulking and sheetrock related issues and is therefore excluded. Exterior caulking around doors and windows is also excluded for the same reasons.**
 - **Visible seams in smooth sheetrock ceilings are also excluded. The seams are visible due to differences in the textures of the paper covering of the sheetrock and the thin layers of sheetrock joint compound. These are typically visible only during certain lighting conditions and not others depending on the angle of the sunlight entering the home. They are virtually impossible to completely eliminate under all lighting conditions.**



VENTILATION

- Homes built on crawlspace homes have been constructed using manual sliding foundation vents. The homeowner understands ALL foundation vents must be kept closed during winter months and opened during summer months. If clients fail to keep vents closed, pipes may freeze and other damage may occur during cold weather and will not be covered under our warranty. If homeowner fails to keep vents open during summer months, mold and mildew may form. Homeowners can expect some dampness because of humidity, condensation, and other environmental conditions inside of the crawlspace. It is the homeowner's responsibility to ensure proper ventilation and to monitor the moisture level inside of their crawlspace. Consequently, the growth of any mold and/or mildew on the outside or underneath the home is not covered.

> EXTERIOR WOOD

- Warping, shrinking, cupping, splitting, etc. is to be expected with all exterior treated lumber. Cumberland Homes, Inc. strongly recommends the installation of a quality water sealer on all treated lumber as soon as possible.

> HOME INSPECTIONS

- Cumberland Homes, Inc. welcomes home inspectors to come and inspect our homes prior to closing, however we do not accept home inspections after buyers have occupied a home and at any time during the one year warranty period.

