

**IN THE CIRCUIT COURT OF WASHINGTON COUNTY, ARKANSAS
CIVIL DIVISION**

**AARON LEWIS and MICHELLE LEWIS,
INDIVIDUALLY and as PARENTS and NEXT FRIEND
of C.L., a MINOR**

PLAINTIFFS

vs.

Case No. 72CV-24-

**ROUSE-WALKER PROPERTIES, INC.,
d/b/a COBBLE STONE HOMES**

DEFENDANT

COMPLAINT

Comes the Plaintiffs, Aaron and Michelle Lewis, individually and as parents and next friend of C.L., a minor (hereinafter, collectively “the Lewises”), by and through their attorneys, Hall Booth Smith, PC, and for their Complaint against Defendant, Rouse-Walker Properties, Inc., d/b/a Cobble Stone Homes (hereinafter, “Cobblestone Homes”), states and alleges as follows:

PARTIES

1. At all times relevant hereto, Plaintiff Aaron Lewis was a resident of Washington County, Arkansas whose current address is 238 Pennsylvania Avenue, Farmington, AR 72730.

2. At all times relevant hereto, Plaintiff Michelle Lewis was a resident of Washington County, Arkansas whose current address is 238 Pennsylvania Avenue, Farmington, AR 72730.

3. Defendant Rouse-Walker Properties, Inc., d/b/a Cobble Stone Homes, is an Arkansas for-profit corporation with its principal place of business in Fort Smith, Sebastian County, Arkansas.

JURISDICTION AND VENUE

4. This Court has personal jurisdiction over this cause of action under jurisdictional statutes including, but not limited to, Ark. Code Ann. § 16-4-101.

5. This Court has subject-matter jurisdiction over this cause of action under jurisdictional statutes including, but not limited to, Ark. Code Ann. § 16-13-201 (original jurisdiction of circuit courts).

6. Venue is proper in this Court under venue statutes including, but not limited to, Ark. Code Ann. § 16-60-101(a)(1), as Washington County is the county in which the cause and/or a substantial part of the event or omission giving rise to the cause of action occurred.

FACTUAL BACKGROUND

7. Plaintiffs restate and reallege any and all allegations made elsewhere.

8. On November 1, 2019, Defendant purchased Lot 3 of Brooklands @ Mountain Ranch, a subdivision of the City of Fayetteville, Arkansas.

9. Thereafter, Defendant constructed a four (4) bedroom, three (3) bath single-family home on Lot 3 with the address 3431 N Bellamy Dr, Fayetteville, AR 72703 (hereinafter, “Bellamy” or the “Bellamy Home”).

10. On or about October 27, 2022, Aaron and Michelle Lewis purchased Bellamy Home from Defendant as their family home. See Warranty Deed, dated November 1, 2022, and attached hereto as Plaintiffs' Exhibit 1.

11. On or about October 28, 2022, Defendant issued to Aaron and Michelle Lewis a "Limited One Year Home Warranty" (hereinafter, the "Warranty"). See the Limited One Year Home Warranty, dated October 28, 2022, attached hereto as Plaintiffs' Exhibit 2.

12. Under the Warranty, Defendant guarantees that Belamy "has been constructed in accordance with accepted homebuilding practices. It has been inspected by our [Defendant's] trained personnel and where required by law, by the building department of the government jurisdiction within which it is situated." Ex. 2, p. 1.

13. Also under the Warranty, Defendants guarantee that they

will inspect your [the Lewises'] house upon written request submitted to our [Defendant's] office at the address appearing on this Builders Warranty. This Warranty will be in effect twelve (12) months from the date of the delivery of the title of this house to you and the written request must be made during the time this warranty is in effect. Where our inspection reveals that repairs or adjustments are requested because of defects in workmanship or materials supplied to use, we will make reasonable and necessary repairs or adjustments without cost to you. We do not assume responsibility to make such repairs or adjustments due to defects not covered in this Limited Home Warranty.

Ex. 2, p. 1.

14. The Warranty goes on to state that "[i]f a defect appears which you think may be covered by this Home Owner's Service Policy, you should reference

the Cobblestone Homes Performance and Warranty Guidelines attached and make your claim by promptly writing a letter or email to us, describing the defect.” Ex. 2, p. 1.

15. According to Defendant’s “Performance and One Year Warranty Guidelines” (hereinafter, the “Guidelines”), “[t]he foundation of your [the Lewises] home has been designed and installed according to standard builder practices.” Cobblestone Homes Performance and One Year Warranty Guidelines, attached hereto as Plaintiffs’ Exhibit 3.

16. Under the Guidelines, “Cobblestone Homes will correct major cracks or breaks in foundation walls that we [Defendants] deem structural in nature within the warranty period.” Ex. 3, p. 33.

17. Also under the Guidelines, “[i]f a drywall repair is needed as a result of a warranty-based repair (such as a plumbing leak), Cobblestone Homes will assess and repair the damage as needed.” Ex. 3, p. 26.

18. Unbeknownst to the Lewises, Defendant did not construct the Bellamy Home in accordance with accepted homebuilding practices.

19. Unbeknownst to the Lewises, Defendant did not design and install Bellamy’s foundation according to standard builder practices.

20. The Lewis family has seven (7) members, including Plaintiffs Aaron and Michelle Lewis.

21. On or about November 1, 2022, the Lewis family moved into the Bellamy Home.

22. Two (2) months after moving into Bellamy, and within the warranty period, the Lewises noticed water entering the garage into the home through its back wall.

23. Pursuant to the Warranty and Guidelines, the Lewises contacted Defendant regarding the water intrusion and resulting damage to drywall. See e-mail exchanges between the Lewises and Defendant, attached hereto as Plaintiffs' Exhibit 4.

24. Despite the Warranty and Guidelines, Defendant refused to repair the water intrusion and drywall damage, with a representative of Defendant stating that, after speaking with Aaron Wirth, Vice-President and Treasurer, Cobblestone would not pay the cost of water mitigation.

25. The Lewises retained ServiceMasters to dry out the garage wall and remove damaged drywall. This cleanup revealed a severe structural issue with the back wall of the garage, the wall that supported the bedrooms of all the Lewis children. See photograph, attached hereto as Plaintiffs' Exhibit 5.

26. Again, the Lewises, pursuant to the Warranty and Guidelines, contacted Defendant regarding the major cracks and breaks in the foundation wall.

27. Defendant only offered to repair the major cracks and breaks by installing drainage to the foundation wall. Drainage already existed for this exterior garage wall, and additional drainage would not address a clear structural issue. A representative of Defendant also suggested the installation of "blue board" after removing drywall.

29. Throughout Defendant's refusals, the Lewises' physical and mental health began to deteriorate, without explanation. For example, Plaintiffs Aaron and Michelle Lewis suffered from fatigue, brain fog, rashes and a feeling of hopelessness.

30. C.L., the Lewises' minor son, began to suffer seizure-like symptoms, becoming combative, confused and disorientated.

31. On Easter Sunday of 2023, after suffering compounding health issues, the Lewis family evacuated the Bellamy Home, leaving all but their essential possessions.

32. When the Lewises moved into a temporary house and away from Bellamy, their symptoms and ailments began to wane.

33. To learn what had caused these traumatic episodes, the Lewises requested inspections of Bellamy.

34. One reinspection report, dated June 14, 2023, noted that "[t]he OSB wall sheathing, at the lower front right corner of the right side of the garage, had signs of a possible microbial growth. This was evidence water had been seeping in through or under the foundation wall." Reinspection Report of Pinnacle Home Inspections, dated June 14, 2024, attached hereto as Plaintiffs' Exhibit 6. This report further notes that "[t]he odor would raise an alarm [for microbial growth (mold)]. As the owner, you will have to determine if you can remain in the house until an air quality test can be done. **I personally started to cough a little the longer I stayed in the garage.**" Ex. 5, p. 1 (emphasis supplied).

35. Another mold inspection report, dated June 16, 2023, found as follows:

Sample 5 from the second report on the SE wall of the garage returned a heavy presence of Trichoderma with mycelial growth which would indicate potential growth activity at the time of inspection. **Trichoderma can have substantial health effects on humans, especially with compromised immune systems.** In addition, it can have numerous other effects ranging from infections, disease, and allergies, to lung and skin infections.

Mold Inspection Report of Home Safe Mold Inspectors of NWA LLC, dated June 16, 2024, attached hereto as Plaintiffs' Exhibit 7 (emphasis supplied).

36. Mycotoxin blood tests for both Plaintiff Michelle Lewis and C.L. returned exorbitant levels of mycotoxin exposure. See correspondence from Aunna C. Herbst, D.O., dated September 5, 2023, attached hereto as Plaintiffs' Exhibit 8.

37. According to Plaintiff Michelle Lewis' treating physician,

Both the patient and family members have been tested for mold toxin as well as undergone extensive laboratory and neurological testing, including neuroquant MRI showing extensive neurological damages, PANS, chronic severe inflammation, immune suppression and neuropsychiatric illness. **All of these have been related to mold toxin and chronic inflammatory response syndrome.**

See correspondence from Kerry J. Willaims-Wulch, MD, dated December 15, 2023, attached hereto as Plaintiffs' Exhibit 9 (emphasis supplied).

38. In returning to Bellamy for inspections, the Lewises found visible mold growth on their personal items, including children's clothing. See photographs, attached hereto as Plaintiffs' Exhibit 10.

39. To date, Defendant has both refused to repair the structural damage (outside of offers to add additional drainage), water damage and resulting mold infection of the Bellamy Home.

40. To date, Defendant has also refused to provide a report from its own inspection of the Bellamy Home.

COUNT I – BREACH OF WARRANTY

41. Plaintiffs restate and reallege any and all allegations made elsewhere.

42. Under the Warranty, Defendant was required to repair major cracks or breaks in foundation walls that it deemed structural in nature within the warranty period.

43. Also under the Warranty, Defendant was required to repair drywall as a result of a warranty-based repair, such as major cracks or breaks in foundation walls.

44. Based on the reinspection report, dated June 14, 2023, there are multiple defects with the foundation walls and drywall that were caused by Defendant's workmanship and materials.

45. Under the Warranty, Defendant was obligated to repair the issues identified by the Lewises on at least two (2) occasions.

46. As of October 28, 2023, at the latest, Defendant has refused to make repairs or compensate the Lewises for the needed repairs to her Property.

47. Defendant's refusal to make repairs constitutes a breach of warranty.

48. As a result of Defendant's breach of warranty, the Lewises have been damaged in a yet-to-be-determined amount.

49. As a result of Defendant's breach of warranty, the Lewises will be damaged in the future in a yet-to-be-determined amount in part due to the costs of the extensive repairs to the Bellamy Home.

50. The Lewises are entitled to recover all costs and expenses incurred and to be incurred in the future related to repairs to the Property which should have been performed by Defendant under the Contract.

51. The Lewises are also entitled, under Ark. Code Ann. § 16-22-308, to recover their costs and attorneys' fees expended herein.

COUNT II - NEGLIGENCE

52. Plaintiffs restate and reallege any and all allegations made elsewhere.

53. Defendant, holding itself out as a builder of custom homes, had a duty under Arkansas law to use the degree of skill and care ordinarily possessed and used by homebuilders providing labor and materials to construct homes such as Bellamy.

54. Defendant was negligent in a number of ways, including, but not limited to the following:

a. failure to construct Bellamy in accordance with accepted homebuilding practices;

b. failure to design and install Bellamy's foundation according to standard builder practices;

c. failure to design the grade around Bellamy for proper drainage;

d. failure to use water-resistant materials in Bellamy's foundation;

- e. failure to repair major cracks or breaks in foundation walls;
- f. failure to repair water-damaged drywall;
- g. overall failure to provide a safe and habitable home; and
- h. other breaches of duty that may be discovered through discovery.

55. Defendant's actions described above were the proximate cause of all the damage suffered by the Lewises. Specifically, Defendant's failure to construct Bellamy in accordance with standard builder practices resulted in the mold infection that permeated the home, resulting in adverse health effects for the Lewises.

56. As a result of Defendant's breach of duty to Plaintiffs, the Lewises have incurred significant costs in repairs to Bellamy, ruined personal items and healthcare.

57. The Lewises will continue to incur significant costs to make necessary repairs to the Property, continue to live in separate housing and receive further medical treatment.

58. The Lewises are entitled to recover a judgment from Defendant in excess of the amount necessary for diversity of citizenship jurisdiction in a federal court, plus interest.

WHEREFORE, the Plaintiffs, Aaron and Michelle Lewis, individually and as parents and next friend of C.L., a minor, pray as follows:

(a) that this Court award a judgment in favor of the Plaintiffs on Counts I and II in excess of the amount necessary for diversity of citizenship jurisdiction in a federal court, plus interest;

- (b) for its costs and attorney's fees;
- (c) for a trial by jury of all issues triable by one;
- (d) for all other relief to which Plaintiffs may be entitled.

Respectfully submitted,

Hall Booth Smith, PC
5001 W. Founders Way, Suite 330
Rogers, Arkansas 72758
(479) 391-6200
Fax: (479) 278-4237



By: _____
Dalton Huerkamp #2021305
dhuerkamp@hallboothsmith.com
Ryan P. Blue #98125
rblue@hallboothsmith.com

*Attorneys for Plaintiffs
Aaron and Michelle Lewis*

EXHIBIT

1

Type: REAL ESTATE
Kind: WARRANTY DEED
Recorded: 11/1/2022 3:13:50 PM
Fee Amt: \$25.00 Page 1 of 3
Washington County, AR
Kyle Sylvester Circuit Clerk

File# 2022-00035756

After recording please return to:
Waco Title Company Fort Smith
7300 Cameron Park Drive
Fort Smith, AR 72903

**WARRANTY DEED
(CORPORATION)**

File #: 2214748-111

KNOW ALL MEN BY THESE PRESENTS:

That, **Rouse-Walker Properties, Inc.**, a corporation organized under and by virtue of the laws of the State of Arkansas, hereinafter called GRANTOR, by its undersigned officer(s), duly authorized by proper resolution of its Board of Directors, for and in consideration of the sum of ~~---ONE AND 00/100---~~ DOLLARS~~---(\$1.00)---~~ and other good and valuable consideration, in hand paid by **Aaron Lewis and Michelle Lewis, a married couple, and Ronald Lewis, a single person**, together as joint tenants with rights of survivorship, hereinafter called GRANTEE(S), does hereby grant, bargain, sell and convey unto GRANTEE(S), and unto their heirs and assigns forever, the following described land, situated in **Washington County, Arkansas** to-wit:

Lot 3 of Brooklands @ Mountain Ranch, a subdivision to the City of Fayetteville, Arkansas as per Plat Book 24A at Page 145 on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

**Subject to easements, rights-of-way, and protective covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases.**

TO HAVE AND TO HOLD the said lands and appurtenances unto the said Grantee(s) and unto its successors and assigns forever. And said corporation hereby covenants with said Grantee(s) that it is lawfully seized of said land and premises; that the same is unencumbered, and that it will forever warrant and defend the title to the said lands against all claims whatsoever.

Prepared under the supervision of
Buckley Bridges, Attorney
2592 S. 48th St.
Springdale, AR. 72762



STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp
Proof of Tax Paid



File Number: 22-6297

Grantee: AARON LEWIS, MICHELLE LEWIS, AND RONALD LEWIS
Mailing Address: 3431 N BELLAMY DR
FAYETTEVILLE AR 727040000

Grantor: ROUSE-WALKER PROPERTIES, INC.
Mailing Address: NA
NA AR NA0000000

Property Purchase Price: \$584,000.00
Tax Amount: \$1,927.20

County: WASHINGTON
Date Issued: 11/01/2022
Stamp ID: 2073647104

Washington County, AR
I certify this instrument was filed on
11/1/2022 3:13:50 PM
and recorded in REAL ESTATE

File# 2022-00035756
Kvle Sylvester - Circuit Clerk

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): _____

Grantee or Agent Name (signature): _____

Address: _____

City/State/Zip: _____



as agent for Grantee

Date: 11/01/2022

479-935-4177

EXHIBIT

2

Limited One Year Home Warranty

- We hope you will be happy in your new home. It has been constructed in accordance with accepted homebuilding practices. It has been inspected by our trained personnel and where required by law, by the building department of the government jurisdiction within which it is situated.
- As company policy we will inspect your house upon written request submitted to our office at the address appearing on this Builders Warranty. This Warranty will be in effect twelve (12) months from the date of the delivery of the title of this house to you and the written request must be made during the time this warranty is in effect. Where our inspection reveals that repairs or adjustments are requested because of defects in workmanship or materials supplied to us, we will make reasonable and necessary repairs or adjustments without cost to you. We do not assume responsibility to make such repairs or adjustments due to defects not covered in this Limited Home Warranty.
- This Warranty is nontransferable. Any obligation under it terminates if the property is resold or if property is no longer occupied by the homeowner to whom it is originally issued.
- This Warranty conforms with the standards of the National Association of Home Builders and its affiliated local associations. As a condition of membership in this association, we have pledged ourselves to build good homes and to abide by the Home Builders' Code of Ethics in the conduct of our business.
- If a defect appears which you think may be covered by this Home Owner's Service Policy, you should reference the Cobblestone Homes Performance and Warranty Guidelines attached and make your claim by promptly writing a letter or email to us, describing the defect.
- There are no warranties under this which extend beyond the express warranties stated herein. ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, ARE HEREBY EXCLUDED. All consequential and secondary damages are excluded.

Buyer's Initial _____
Buyer's Initial _____

CONDITIONS NOT SUBJECT TO WARRANTY

This Limited Home Warranty does not cover the following:

1. Appliances, carpeting, fences, lighting or plumbing fixtures, heating or air conditioning systems, or any other fixtures or furnishings of any kind, which are guaranteed by their manufacturer. This limited home warranty does not extend beyond the warranty of the supplier, sub-contractor, or the manufacturer as to items supplied, installed or manufactured by them.
2. Accidental or willful damage to the house or normal maintenance requirements including ordinary wear and tear, abuse, neglect or general maintenance connected with home ownership.
3. Acts of God, nature, war or riot.
4. All labor and materials furnished by homeowner during construction of residence. Any additions, alterations, remodeling, and/or repair performed by or authorized by the homeowner which has an adverse effect on any warrantable condition shall invalidate the warranty as to such warrantable condition.

5. Cracks:

- (a) Concrete foundations, walks and drives can develop cracks due to characteristics of expanding and contracting of concrete or settling due to the soil on which it is laid. There is no known method of eliminating this condition. Protect your exterior concrete by keeping it free and clear of ice and snow. Do not apply salt in any form. By allowing salt to accumulate you are subjecting your concrete to scaling and pitting.
- (b) Mortar cracks can develop in the mortar used in bonding bricks together. This is a normal condition due to shrinkage in either the mortar or the brick.
- (c) Drywall, paneling, wood shrinkage or settlement cracks, nail pops or seams can appear during the "drying out" process of your home. This is normal.

6. Floor squeaks:

Extensive research and writing on the subject conclude that much has been tried but little can be done about oak and plywood floor squeaks. Generally, these will appear and disappear with changes in weather.

7. Caulking:

Exterior caulking and caulking in bathtubs and shower stalls will normally crack and should not be considered a problem. This should be maintained by the home owner.

8. Brick discoloration:

Brick may discolor due to the elements, rain run-off, weathering or its innate materials.

9. non-uniformity or appearance of antique brick or cleaning of rock face brick.

10. Broken glass.

11. Frozen pipes or sillcocks caused by failure to close crawl space vents in freezing weather or by failure to drain sillcocks and close cut-off valves.

12. Stained woods:

Woods, cabinets, paneling, doors and wood trim all have variations in good grain and color. These variations cannot be controlled.

Buyer's Initial _____

Buyer's Initial _____

13. Paint:

Good quality paint has been used internally and externally on your home property primed and finished. Checks, cracks and peeling are common items due to causes other than the paint or its applications, (e.g. allowing lawn sprinkler to hit painted area will greatly reduce the life expectancy of the painted area involved,) it should be noted that paint mildewing may, under certain conditions occur.

14. Chips, cracks, scratches or mars in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, marble and Formica tops, lighting fixtures, kitchen appliances, doors, siding, etc., not recognized at final inspection (closing).

15. Alterations to grading:

Your lot has been graded to insure proper drainage away from your home. Should you wish to change the drainage pattern due to your landscaping, installation of patio or service walks or other reasons, be sure a proper drainage slope is retained. We assume no responsibility for the grading or subsequent flooding or stagnant pool formation if the established pattern is altered.

16. Electrical Equipment:

Thousands of home fires are caused each year by abused or misused electrical equipment. Do not let an amateur handyman alter the wiring in your home or repair your electrical equipment.

17. Roof

Roof damage caused by someone walking on the roof (e.g. installing radio or television aerials) or due to the homeowner allowing ice dams to form on the roof during the winter months, is unwarrantable.

18. Landscaping & Trees

Grass, shrubbery, trees, plants, etc., are not warranted after closing but only to their condition as of closing. Existing natural trees are not warrantable.

19. Dryer Vents

Your home may be equipped with an overhead clothes dryer vent. We recommend cleaning these on an annual basis or more if necessary. Excessive lint build up can cause electrical fires or damage to your clothes dryer.

20. Exterior Doors

Exterior doors not covered by roof could possibly leak in certain conditions. If your home is equipped with a wood front door, you have been given a separate "Wood Door Warranty Addendum".

21. Drains

If your house is equipped with a drain of any kind, external surface drain, internal drain, etc. It is your responsibility to keep the drain free of clogs and flowing.

22. Materials purchased by Owner and not by Sellers' vendors will be excluded from Home Owners Service Policy. Any costs incurred, including replacement costs and labor or any damage caused by materials to the home will be solely the Owners responsibility.

23. Hillside Water Flow

Your house has been graded with positive drainage at time of closing. Hillsides are known to have undetermined water pathways changed by nature and without warning. These can include natural eruptions of water not existing at time of closing as well as course change of water runoff after closing.

Issued To:
Aaron and Michelle Lewis

Issued By:
Rouse-Walker Properties, Inc.
Dba Cobblestone Homes

Address:
3431 N Bellamy Dr.
Fayetteville, AR 72704

County: Washington

Signature: _____

Title Delivery Date: 10/28/2022 _____

EXHIBIT

3



Cobblestone Homes Performance and One Year Warranty Guidelines

This document is based on best practices from the National Association of Home Builders.

Air Conditioning

Homeowner Use and Maintenance Guidelines

Air conditioning can greatly enhance the comfort of your home, but if it is used improperly or inefficiently, wasted energy and frustration will result. These hints and suggestions are provided to help you maximize your air conditioning system.

Your air conditioning system is a whole-house system. The air conditioner unit is the mechanism that produces cooler air. The air conditioning system involves everything inside your home including, for example, drapes, blinds, and windows.

Your home air conditioning is a closed system, which means that the interior air is continually recycled and cooled until the desired air temperature is reached. Warm outside air disrupts the system and makes cooling impossible. Therefore, you should keep all windows closed. The heat from the sun shining through windows with open drapes is intense enough to overcome the cooling effect of the air conditioning unit. For best results, close the drapes on these windows.

Time is very important in your expectations of an air conditioning system. Unlike a light bulb, which reacts instantly when you turn on a switch, the air conditioning unit only begins a process when you set the thermostat.

For example, if you come home at 6 p.m. when the temperature has reached 90 degrees F and set your thermostat to 75 degrees, the air conditioning unit will begin cooling, but will take much longer to reach the desired temperature. During the whole day, the sun has been heating not only the air in the house, but the walls, the carpet, and the furniture. At 6 p.m. the air conditioning unit starts cooling the air, but the walls, carpet, and furniture release heat and nullify this cooling. By the time the air conditioning unit has cooled the walls, carpet, and furniture, you may well have lost patience.

If evening cooling is your primary goal, set the thermostat at a moderate temperature in the morning while the house is cooler, allowing the system to maintain the cooler temperature. The temperature setting may then be lowered slightly when you arrive home, with better results. Once the system is operating, setting the thermostat at 60 degrees will *not* cool the home any faster and can result in the unit freezing up and not performing at all. Extended use under these conditions can damage the unit.

Adjust Vents

Maximize air flow to occupied parts of your home by adjusting the vents. Likewise, when the seasons change, readjust them for comfortable heating.

Compressor Level

Maintain the air conditioning compressor in a level position to prevent inefficient operation and damage to the equipment.

See also Grading and Drainage.

Humidifier

If a humidifier is installed on the furnace system, turn it off when you use the air conditioning; otherwise, the additional moisture can cause a freeze-up of the cooling system.

Manufacturer's Instructions

Since the air conditioning system is combined with the heating system, follow the maintenance instructions for your furnace. The manufacturer's manual specifies maintenance for the condenser. Review and follow these points carefully.

Temperature Variations

Temperatures may vary from room to room by several degrees F. This is due to such variables as floor plan, location of the home on the lot, type and use of window coverings, and traffic through the home.

Compressor

The air conditioning compressor must be in a level position to operate correctly. Check the unit periodically for any settling that may hinder the compressor's performance. If the pad has settled, causing the unit to be unlevel, this can usually be corrected by adding gravel under the low side until the pad is restored to level.

Coolant

Your air conditioning unit comes pre-charged with coolant regardless of the season when it was installed. If additional coolant is needed, the outside temperature must be 70 degrees F or higher for a contractor to add coolant to the system. Maintaining proper coolant levels in your air conditioning unit is considered general maintenance and the homeowner's responsibility.

Cobblestone Homes Limited Warranty Guidelines

Air Conditioning Units

The air conditioning system should maintain a temperature of 75 degrees F or a differential of 15 degrees from the outside temperature, measured in the center of each room at a height of five feet above the floor. Lower temperature settings are often possible, but neither the manufacturer nor Cobblestone Homes guarantee this.

MINI SPLITS

If your home has a mini split installed, see the manufacturer's information on warranty details and to register your specific product.

See also Heat Pump.

Non-emergency

Lack of air conditioning service is not an emergency. Heating and air conditioning contractors in our region respond to air conditioning service requests in the order received.

Alarm System

Homeowner Use and Maintenance Guidelines

If your home selections included prewire for an alarm system, you will arrange for the final connection with the alarm company after your move-in. The alarm company will demonstrate the system and instruct you in its use. We recommend that you test the system each month.

Cobblestone Homes Limited Warranty Guidelines

For warranty service regarding your alarm system and system wiring, contact the appropriate alarm company directly at their service number provided in your closing packet.

Appliances

Homeowner Use and Maintenance Guidelines

Read and follow all manufacturer's instructions for the use and maintenance of each appliance in your home and keep them available for reference.

Manufacturer's Service

If a problem arises with an appliance, call the customer service number listed in the manufacturer's warranty. When reporting warranty items to the appliance manufacturer, be prepared to supply the following details:

- Date of purchase (your closing date)
- Serial and model numbers, found on a metal plate or sticker on the side or bottom of each appliance
- Description of the problem

Registration

Mail warranty registration cards directly to the manufacturer.

Cobblestone Homes Limited Warranty Guidelines

We assign all appliance warranties to you, effective on the date of closing. The appliance manufacturers warrant their products directly to you according to the terms and conditions of these written warranties. Where our inspection reveals that repairs are needed due to failure from installation labor, we will make reasonable and necessary repairs or adjustments without cost to you.

Appliance Serial Numbers

For warranty service on an appliance, contact the appropriate manufacturer directly at the service number provided in the appliance literature. You will need to supply the model and serial number (usually located on a small metal plate or seal attached to the appliance in an inconspicuous location), and the date of purchase (your closing date). The following chart is a simple tool you can use to record important numbers for quick reference should you ever need them.

Closing Date

<i>Appliance</i>	<i>Manufacturer</i>	<i>Model #</i>	<i>Serial #</i>	<i>Service Phone #</i>
Range				
Range Hood				
Cooktop				
Oven				
Microwave				
Dishwasher				
Disposal				
Ice Maker				

Attic Access

Homeowner Use and Maintenance Guidelines

The attic space is neither designed nor intended for storage. We provide access to this area for maintenance of mechanical equipment that may traverse the attic space. When you perform needed tasks in the attic, use caution and avoid stepping off wood members onto the drywall. This can result in personal injury or damage to the ceiling below. Your limited warranty does not cover such injury or damage.

Cobblestone Homes Limited Warranty Guidelines

Cobblestone Homes and the local building department inspect the attic before your closing to confirm insulation is correct. All further additions to attic insulation are the homeowner's responsibility.

Basements and Below Grade Living Spaces

Homeowner Use and Maintenance Guidelines

We take great care when building below grade, as there are many advantages to using this space. While there are many benefits, there are also inherent challenges. There will likely be many components to the water-resistant techniques used on your home such as gravel beds, drains, redundant pumps, membranes, and general design of the lot.

Drains

The homeowner should take care to prohibit obstruction or damage to any drain systems installed.

Future Construction in Basement

If you decide to perform additional construction in the basement, obtain guidelines from a licensed engineer, obtain a building permit, and comply with all codes and safety requirements. Cobblestone Homes does not warrant that you will be able to obtain such a permit because of the possibility that building codes may change.

Humidity

It is expected that below grade living spaces will experience a higher level of humidity. While air conditioning can help, it may not address all humidity in cooler, wet seasons (I.e., springtime). A simple dehumidifier can be added to augment the system.

Cobblestone Homes Limited Warranty Guidelines

Water Intrusion

Cobblestone Homes has taken great care to ensure the design and materials used in constructing your basement are effective in reducing the possibility of water intrusion, however, Cobblestone Homes does not guarantee total exclusion of water. This limited warranty does not cover basement leaks.

Flooring in Basement

Basement flooring is excluded from this limited warranty. Concrete, tile, or other waterproof flooring is recommended for these spaces as water damage risk is greatly reduced.

Brick

Homeowner Use and Maintenance Guidelines

Brick is one of the most durable and lowest maintenance finishes for a home's exterior.

Efflorescence

The white, powdery substance that sometimes accumulates on brick surfaces is called efflorescence. This is a natural phenomenon and cannot be prevented. In some cases, you can remove it by scrubbing with a stiff brush and vinegar. Consult your home center or hardware store for commercial products to remove efflorescence.

Tuck-Pointing

After several years, face brick may require tuck-pointing (repairing the mortar between the bricks). Otherwise, no regular maintenance is required.

Cobblestone Homes Limited Warranty Guidelines

You will likely have some cracks that will develop in the mortar joints or bricks. This is often caused by initial settling of the house in the first year or two. Cobblestone Homes limited warranty does not include cracks in bricks, stone, masonry, stucco or mortar. The expansion and contraction of the house as it heats and cools each day will naturally form these cracks.

Cabinets

Homeowner Use and Maintenance Guidelines

Cleaning

Painted cabinets may be gently cleaned with a soft damp rag and a mild soap detergent. Stained cabinets may be protected with products such as lemon oil or polishes that include scratch cover. Follow container directions. Avoid paraffin-based spray waxes and washing stained cabinets with water, as both will damage the luster of the finish.

Hinges

If hinges catch or drawer glides become sluggish, a small amount of silicone lubricant will improve their performance.

Moisture

Damage to cabinet surfaces and warping can result from operating appliances that generate large amounts of moisture (such as a crock pot) too near the cabinet. When operating such appliances, place them in a location that is not directly under a cabinet.

Separations

Gaps between cabinets and the ceiling or cabinets and the walls will often form with changes in weather. Wood and building materials expand and contract with changing weather, temperature, and or humidity. These separations are common, especially in the winter months, and can be easily remedied by caulking and paint. This is considered general homeowner maintenance.

Alignment

Doors, drawer fronts, and handles should be level and even at the time of closing. Over time, with use and load, these could shift or settle a little. Many of these alignment issues can be easily adjusted in the hardware on your cabinets with a simple screwdriver.

Operation

Cabinets should operate properly under normal use.

Cobblestone Homes Limited Warranty Guidelines

During the punch process we will confirm that all cabinet parts are installed and that their surfaces are in acceptable condition. Defects in cabinetry or hardware noted at the time of closing and outside of our tolerances will be reasonably addressed. All other defects in cabinetry after closing are excluded from this limited warranty.

Warping

Cabinet doors, drawers and components made with wood are susceptible to cupping, warping and twisting due to the natural grain in wood as well as many factors such as temperature, sunlight, moisture, and humidity. All such warping, twisting, and cupping after the time of closing is excluded from this limited warranty.

Wood Grain

Readily noticeable variations in wood grain and color are normal in all wood or wood veneer selections. Replacements are not made due to such variations.

Carpet

Homeowner Use and Maintenance Guidelines

Cleaning

You can add years to the life of your carpet with regular care. Carpet wears out because of foot traffic and dirt particles that get trampled deep into the pile beyond the suction of the vacuum. The dirt particles wear down the fibers like sandpaper and dull the carpet. The most important thing you can do to protect your carpet is to vacuum it frequently.

Vacuum twice each week lightly and once a week thoroughly. Heavy traffic areas may require more frequent cleaning. A light vacuuming is three passes; a thorough job may need seven passes. A vacuum cleaner with a beater-bar agitates the pile and is more effective in bringing dirt to the surface for easy removal.

Vacuuming high-traffic areas daily helps keep them clean and maintains the upright position of the nap. Wipe spills and clean stains immediately. For best results, blot or dab any spill or stain; avoid rubbing. Test stain removers on an out-of-the-way area of the carpet, such as in a closet, to check for any undesirable effects. Have your carpet professionally cleaned regularly, usually once a year.

Some problem conditions that may occur with your new carpet and our suggested remedies are presented below.

Burns

Take care of any kind of burn immediately. First snip off the darkened fibers. Then use a soapless cleaner and sponge with water. If the burn is extensive, talk with a professional about replacing the damaged area.

Crushing

Furniture and traffic may crush a carpet's pile fibers. Frequent vacuuming in high-traffic areas and glides or cups under heavy pieces of furniture can help prevent this. Rotating your furniture to change the traffic pattern in a room promotes more even wear. Some carpets resist matting

and crushing because of their level of fiber, but this does not imply or guarantee that no matting or crushing will occur. Heavy traffic areas such as halls and stairways are more susceptible to wear and crushing. This is considered normal wear.

Fading

Science has yet to develop a color that will not fade with time. All carpets will slowly lose some color due to natural and artificial forces in the environment. You can delay this process by frequently removing soil with vacuuming, regularly changing air filters in heating and air conditioning systems, keeping humidity and room temperature from getting too high, and reducing sunlight exposure with window coverings.

Filtration

If interior doors are kept closed while the air conditioning is operating, air circulation from the closed room flows through the small space at the bottom of the door. This forces the air over the carpet fibers, which in turn act as a filter, catching particulate pollution. Over time, a noticeable stain develops at the threshold.

Fuzzing

In loop carpets, fibers may break. Simply clip the excess fibers. If it continues, call a professional.

Pilling

Pilling or small balls of fiber can appear on your carpet, depending on the type of carpet fiber and the type of traffic. If this occurs, clip off the pills. If they cover a large area, seek professional advice.

Rippling

With wall-to-wall carpeting, high humidity may cause rippling. If the carpet remains rippled after the humidity has left, have a professional re-stretch the carpeting using a power stretcher, not a knee-kicker.

Seams

Carpet usually comes in 12-foot widths, making seams necessary in most rooms. Visible seams are not a defect unless they have been improperly made or unless the material has a defect, making the seam appear more pronounced than normal. The more dense and uniform the carpet texture, the more visible the seams will be. Carpet styles with low, tight naps result in the most visible seams. Seams are never more visible than when the carpet is first installed. Usually with time, use, and vacuuming the seams become less visible. You can see examples of how carpet seams diminish after they have been vacuumed and have experienced traffic in the model homes.

Shading

Shading is an inherent quality of fine-cut pile carpets. Household traffic causes pile fibers to assume different angles; as a result, the carpet appears darker and lighter in these areas. A good vacuuming, which makes the pile all go in the same direction, provides a temporary remedy.

Shedding

New carpeting, especially pile, sheds bits of fiber for a period of time. Eventually these loose fibers are removed by vacuuming. Shedding usually occurs more with wool carpeting than with nylon or other synthetics.

Snags

Sharp-edged objects can grab or snag the carpet fiber. When this occurs, cut off the snag. If the snag is especially large, call a professional.

Sprouting

Occasionally you may find small tufts of fiber sprouting above the carpet surface. Simply use scissors to cut off the sprout. Do not attempt to pull it, because other fibers will come out in the process.

Stains

No carpet is stain proof. Although your carpet manufacturer designates your carpet as stain-resistant, some substances may still cause permanent staining. These include hair dyes, shoe polish, paints, and India ink. Some substances destroy or change the color of carpets, including bleaches, acne medications, drain cleaners, plant food, insecticides, and food or beverages with strongly colored natural dyes as found in some brands of mustard and herbal tea.

Refer to your care and maintenance brochures for recommended cleaning procedures for your particular fiber. Pretest any spot-removal solution in an inconspicuous area before using it in a large area. Apply several drops of the solution, hold a white tissue on the area, and count to ten. Examine both tissue and carpet for dye transfer and check for carpet damage.

Static

Cooler temperatures outside often contribute to static electricity inside. To avoid the problem, look for carpets made with anti-static. You can also install a humidifier to help control static build-up.

Tacking

Over time, the carpet tack strips may protrude through carpet in high traffic areas. If this occurs, simply tap on carpet with a hammer over tack strips to dull the sharp edge.

Edges

Edges of carpet along moldings and edges of stairs should be held firmly in place. In some areas, metal or other edging material may be used where carpet meets another floor covering.

Seams

Carpet seams will be visible.

Cobblestone Homes Limited Warranty Guidelines

During your closing process, we will confirm that your carpet is in acceptable condition. We will correct stains or spots noted at this time by cleaning, patching, or replacement. Cobblestone Homes will not be responsible for dye lot variations if replacements are made. All other defects or wear and tear of carpet after the time of closing are excluded from this limited warranty.

Caulking

Homeowner Use and Maintenance Guidelines

Time and weather will shrink and dry caulking so that it no longer provides a good seal. As routine maintenance, check the caulking and make needed repairs. Caulking compounds and dispenser guns are available at hardware stores. Read the manufacturer's instructions carefully to be certain that you select an appropriate caulk for the intended purpose.

Colored Caulk

Colored caulking is available where larger selections are provided. As with any colored material, dye lots can vary.

Latex Caulk

Latex caulking is appropriate for an area that requires painting, such as along the stair stringer or where wood trim meets the wall.

Silicone Caulk

Caulking that contains silicone will not accept paint; it works best where water is present, for example, where tub meets tile or a sink meets a countertop.

Cobblestone Homes Limited Warranty Guidelines

During the punch process we confirm that appropriate areas are adequately caulked. Any other areas noted at closing will be assessed and addressed if they do not meet our standards. All other caulking beyond the closing date is not included in this limited warranty and will be considered a homeowner maintenance item.

See also Countertops, Expansion and Contraction, Stairs, and Wood Trim.

Chimneys

Homeowner Use and Maintenance Guidelines

The architecture of your home may include a chimney on the exterior. These are added for the aesthetics and beauty of your home rather than functionality in most cases. Maintaining and cleaning the areas around your chimney is considered a home owner's responsibility. Always

clear debris, branches, and leaves out of areas where the chimney meets the roof that inhibit proper water runoff.

Cobblestone Homes Limited Warranty Guidelines

Chimney Separation

Separation of a brick chimney from a newly constructed home may occur. Cobblestone Homes will repair separation from the main structure in excess of 1/2 inch in 10 feet. Caulking is acceptable in most cases.

Cracks

It is relatively common for a crack to develop in your chimney or fireplace surround. This is often caused by initial settling of the home in the first year or two. Cobblestone Homes limited warranty does not include minor cracks in bricks, stone, masonry, stucco, tile, grout, or mortar. The expansion and contraction of the chimney as it heats and cools each day will naturally form these cracks.

Both interior and exterior masonry may have chips, irregular surfaces, and color variations, which occur during manufacturing, shipping, or handling. Unless such conditions affect the structural integrity of the home, no repair is provided.

Discoloration

Discoloration of the firebox or brick is a normal result of use and requires no corrective action. Mortar-style or tile fireplaces and surrounds may develop cracks due to temperature changes and other factors outside the control of Cobblestone Homes and are excluded from this limited warranty.

Water Infiltration

In unusually heavy or prolonged precipitation, especially when accompanied by high winds, some water can enter the home through the chimney.

Concrete

Homeowner Use and Maintenance Guidelines

By maintaining good drainage, you protect your home's foundation and the concrete flatwork: the slab, basement floor, porch, patio, driveway, garage floor, and sidewalks.

Cleaning

Avoid washing exterior concrete slabs with cold water from an outside faucet when temperatures are high and the sun has been shining on the concrete. The abrupt change in temperature can damage the surface bond of the concrete. We recommend sweeping to keep the exterior concrete clean. If washing is necessary, do this when temperatures are moderate.

Repeated cleaning of the garage floor by hosing can increase soil movement by allowing water to penetrate any existing cracks. We recommend routinely sweeping the garage floor rather than washing.

Cracks

Cracks are a natural part of concrete and do not necessarily indicate a structural failure. A concrete slab 10 feet across shrinks approximately 5/8 inch as it cures. Some of this shrinkage shows up as cracks. Cracking of concrete flatwork also results from temperature changes that cause expansion and contraction.

During the summer, moisture finds its way under the concrete along the edges or through cracks in the surface. In winter, this moisture forms frost that can lift the concrete, increasing the cracking. Maintaining drainage away from all concrete slabs will minimize cracking from this cause.

As cracks occur, seal them with a waterproof concrete caulk (available at hardware or home improvement stores) to prevent moisture from penetrating the soil beneath.

Expansion Joints

We install expansion joints to help control expansion. However, as the concrete shrinks during the curing process, moisture can penetrate under the concrete and lift the expansion joint. When this occurs, fill the resulting gap with a gray silicone sealant, which you can purchase at most hardware stores.

Heavy Vehicles

Do not permit heavy vehicles such as moving vans or concrete trucks to drive on your concrete work. We design and install this concrete for residential use only.

Ice, Snow, and Chemicals

Driving or parking on snow creates ice on the drive, which magnifies the effects of snow on the concrete surface. Remove ice and snow from concrete slabs as promptly as possible after snow storms. Protect concrete from abuse by chemical agents such as pet urine, fertilizers, radiator overflow, or de-icing agents, such as road salt that can drip from vehicles. All of these items can cause spalling (chipping of the surface) of concrete.

Sealer

A concrete sealer, available at paint stores, will help you keep an unpainted concrete floor clean. Do not use soap on unpainted concrete. Instead, use plain water and washing soda or, if necessary, a scouring powder.

Cobblestone Homes Limited Warranty Guidelines

Exterior concrete slabs are floating—they are not attached to the home's foundation walls. These are not a structural (load-bearing) element of the home and are not covered by the structural warranty. The limited warranty coverage is for one year unless the requirements of your loan state otherwise.

Color

Concrete slabs vary in color. No correction is provided for this condition.

Cracks

If concrete cracks exceed 1/4 inch in width or vertical displacement, Cobblestone Homes will assess and appropriately remedy one time during the warranty year. Subsequently, concrete slab maintenance is your responsibility.

Level Floors

Concrete floors in the habitable areas of the home will be level to within 1/4 inch within any 32inch measurement with the exception of an area specifically designed to slope toward a floor drain.

Settling or Heaving

Cobblestone Homes will repair slabs that settle or heave in excess of 2 inches or if such movement results in negative drainage (toward the house) or hazardous vertical displacement.

Spalding (Surface Chips)

Causes of spalding include repeated hosing of concrete for cleaning, animal urine, radiator overflow, fertilizer, uncleared snow and ice, ice-melting agents, and road salts from vehicles. Repair of spalding is a home maintenance task.

Standing Water

Water may stand on exterior concrete slabs for several hours after precipitation or from roof runoff. Cobblestone Homes will correct conditions that cause water to stand longer than 24 hours unless it is from roof run-off of melting snow or ice. Damming caused by unmaintained sod, leaves, or landscaping which prevents water runoff from the concrete is considered general homeowner maintenance and is excluded from this limited warranty. Water, whether from precipitation or ground water, that is deemed flowing rather than standing is not warrantied.

Condensation

Homeowner Use and Maintenance Guidelines

Condensation on interior surfaces of the windows and frames comes from high humidity within the home combined with low outside temperatures and inadequate ventilation. Family lifestyle significantly influences these conditions. If your home includes a humidifier, closely observe manufacturer's directions for its use, especially during periods of cooler temperatures.

See also Ventilation.

Cobblestone Homes Limited Warranty Guidelines

Condensation results from a family's lifestyle and Cobblestone Homes has no control over this. The limited warranty coverage excludes condensation.

Countertops

Homeowner Use and Maintenance Guidelines

Maintenance and care of your countertops is necessary regardless of the material used to manufacture your countertops. Use a cutting board to protect your counters when you cut or chop. Protect the counter from heat and from extremely hot pans. If you cannot put your hand on it, do not put it on the counter. Do not use countertops as ironing boards and do not set lighted cigarettes on the edge of the counter.

Caulking

The caulking between the countertop and the wall, along the joint at the backsplash, and around the sink may shrink, leaving a slight gap. Maintaining a good seal in these locations is important to keep moisture from reaching the wood under the counter's surface and to prevent warping.

Cleaning

Avoid abrasive cleaners that will damage the luster of the surface.

Mats

Rubber drain mats can trap moisture beneath them, causing damage, warping, or blistering to various types of countertops or finishes. Dry the countertop surface as needed.

Wax

Wax is not necessary, but it can be used on some counters to make them gleam. Always follow product application instructions.

Seams

Countertops will have one or more discernible seams.

Cobblestone Homes Limited Warranty Guidelines

During the punch process we confirm that all countertops are in acceptable condition. We will assess and repair, if deemed necessary, noticeable surface damage such as chips, cracks, and scratches noted on the punch list. Damage that occurs after closing or your move-in date is your home maintenance responsibility. This limited warranty excludes all damage, staining, discoloration, or wear and tear after closing or move-in date.

Color

Due to the nature of materials often used to make countertops, whether natural or manmade, variations in color, shades, or texture may occur. All such variations, whether at installation or in the event that a replacement is made, are excluded from this limited warranty.

Separation from Wall

Separation of countertops from walls, backsplash, and around sinks results from normal shrinkage and movement of materials and is excluded from this limited warranty. Periodic caulking will be part of your home maintenance responsibility. See also ***Caulking***

Crawl Space

Homeowner Use and Maintenance Guidelines

The crawl space under your home, if your home was built with one, is neither designed nor intended for storage. We provide access to this area for maintenance of mechanical equipment that may traverse the crawl space.

You may notice slight dampness in the crawl space. Local geography, lot conditions, location of the structure and the design of your home may make this unavoidable. Maintaining proper landscaping and grading around your home helps prevent excessive amounts of water from entering crawl spaces. If standing water develops, check drain pipes in the yard to make sure they are free from any obstructions.

See also Ventilation.

Cobblestone Homes Limited Warranty Guidelines

Soils in the crawl space may be damp but should not have persistent standing water. Provided that you have not altered the drainage nor caused excessive moisture to accumulate and remain in this area with incorrect landscaping, Cobblestone Homes will correct the conditions that result in persistent standing water within the warranty period.

Doors and Locks

Homeowner Use and Maintenance Guidelines

The doors installed in your home are wood products subject to such natural characteristics of wood as shrinkage and warpage. Due to natural fluctuations of humidity and the use of forced air furnaces, showers, and dishwashers, interior doors may occasionally require minor adjustments.

Bifold Doors

Interior bifolds sometimes stick or warp due to weather conditions. Apply a silicone lubricant to the tracks to minimize this inconvenience.

Exterior Finish

To ensure longer life for your exterior wood doors, plan to refinish them at least once a year. Stained exterior doors with clear finishes tend to weather faster than painted doors. Treat the finish with a wood preserver every three months to preserve the varnish and prevent the door from drying and cracking. Reseal stained exterior doors whenever the finish begins cracking or crazing.

Failure to Latch

If a door will not latch because of minor settling, you can correct this by making a new opening in the jamb for the latch plate (re-mortising) and raising or lowering the plate accordingly.

Hinges

You can remedy a squeaky door hinge by removing the hinge pin and applying a silicone lubricant to it. Avoid using oil, as it can gum up or attract dirt. Graphite works well as a lubricant but can create a gray smudge on the door or floor covering beneath the hinge if too much is applied.

Keys

Keep a duplicate privacy lock key where children cannot reach it in the event a youngster locks him- or herself in a room. The top edge of the door casing is often used as a place to keep the key. A small screwdriver or similarly shaped device can open some types of privacy locks.

Locks

Lubricate door locks with graphite or other waterproof lubricant. Avoid oil, as it will gum up.

Slamming

Slamming doors can damage both doors and jambs and can even cause cracking in walls. Teach children not to hang on the doorknob and swing back and forth; this works loose the hardware and causes the door to sag.

Shrinkage

Use putty, filler, or latex caulk to fill any minor separations that develop at mitered joints in door trim. Follow with painting. Panels of wood doors shrink and expand in response to changes in temperature and humidity. Touching up the paint or stain on unfinished exposed areas is your home maintenance responsibility.

Sticking

The most common cause of a sticking door is the natural expansion of lumber due to changes in humidity. When sticking is due to swelling during a damp season, do not plane the door unless it continues to stick after the weather changes.

Before planing a door because of sticking, try two other steps: first, apply either a paste wax, light coat of paraffin, or candle wax to the sticking surface; or second, tighten the screws that

hold the door jamb or door frame. If planing is necessary even after these measures, use sandpaper to smooth the door and paint the sanded area to seal against moisture.

Warping

If a door warps slightly, keeping it closed as much as possible often returns it to normal.

Weather Stripping

Weather stripping and exterior door thresholds occasionally require adjustment or replacement.

Wood Grain

Readily noticeable variations in wood grain and color are normal in all wood or wood veneer selections, and they may take stain differently. Replacements are not made due to such variations. If wood or wood veneer doors were selected, expect differences in grain and color between and within the door components.

Panel Shrinkage

Panels of wood doors shrink and expand in response to changes in temperature and humidity. Touching up the paint or stain on unfinished exposed areas is your home maintenance responsibility.

Cobblestone Homes Limited Warranty Guidelines

During the punch process we confirm that all doors are in acceptable condition and correctly adjusted. Cobblestone Homes will repair construction damage to doors and make adjustments as noted during the punch **process**. Any damage to doors or their components following your closing or move in date is excluded from this limited warranty.

Adjustments

Due to normal settling of the home, doors may require adjustment for proper fit. Cobblestone Homes will make such adjustments as we deem necessary for the door to operate properly within the warranty period.

Drywall

Homeowner Use and Maintenance Guidelines

Slight cracking, nail pops, or seams may become visible in walls and ceilings. These are caused by the shrinkage of the wood and normal deflection of rafters to which the drywall is attached.

Repairs

Care of drywall is your maintenance responsibility. Most drywall repairs can be easily made. This work is best done when you redecorate the room.

While we try to minimize them as much as possible, cracks in the drywall will commonly form in areas of the house that are flex points as construction materials expand and contract. Common areas for cracks to develop are around door frames, windows, and corners where two different planes of wall or ceiling intersect. These cracks are generally only aesthetic in nature and do not indicate structural failure. Repair hairline cracks with a coat of paint. You can repair slightly larger cracks with spackle or caulk.

To correct a nail pop, reset the nail with a hammer and punch. Cover it with spackle, which is available at paint and hardware stores. Apply two or three thin coats. When dry, sand the surface with fine-grain sandpaper, and then paint. You can fill indentations caused by sharp objects in the same manner.

Drywall Texture

Drywall texture will vary throughout the house in the amount of texture applied and in the knockdown process. Lumps, holes, streaks, ridges and splatter are inevitable in the application process.

Cobblestone Homes Limited Warranty Guidelines

During the punch process, we confirm that drywall surfaces are in acceptable condition. Any other areas noted at the time of closing will be assessed and addressed if they do not meet our standards. Note that Cobblestone Homes does not warranty variances in drywall repairs, texturing, or paint colors resulting from the repair of drywall during the punch process. All other drywall and or texturing damage noted beyond the date of closing is not included in this limited warranty and will be considered a homeowner maintenance item.

Lighting Conditions

Cobblestone Homes does not repair drywall flaws that are only visible under particular lighting conditions.

Related Warranty Repairs

If a drywall repair is needed as a result of a warranty-based repair (such as a plumbing leak), Cobblestone Homes will assess and repair the damage as needed. Cobblestone Homes does not warranty variances in drywall repairs, texturing, or paint colors resulting from the repair of drywall after closing, but will make a reasonable effort to restore to acceptable builder standards. You are responsible for custom paint colors or wallpaper that has been applied subsequent to closing. Due to the effects of time on paint and wallpaper, as well as possible dye lot variations, touch-up may not match the surrounding area.

Electrical Systems

Homeowner Use and Maintenance Guidelines

Know the location of the breaker panel; it includes a main shut-off which controls all the electrical power to the home. Individual breakers control the separate circuits. Each breaker is marked to help you identify which breaker is connected to which major appliances, outlets, or other service. Should a failure occur in any part of your home, always check the breakers in the main panel box.

Breakers

Circuit breakers have three positions: "ON," "Tripped," and "OFF." When a circuit breaker trips, the breaker switch will be in the middle between the ON and OFF position. The breaker must first be switched to the OFF position to reset it before it can be turned back to the ON position. Switching the breaker directly from the Tripped position to the ON position will not restore service.

Breaker Tripping

Breakers trip due to overloads caused by plugging too many appliances into the circuit, a worn cord or defective appliance, or operating an appliance with too high a voltage requirement for the circuit. The starting of an electric motor can also trip a breaker.

If any circuit trips repeatedly, unplug all items connected to it and reset. If it trips when nothing is connected to it, you need an electrician. If the circuit remains on, one of the items you unplugged is defective and will require repair or replacement.

Buzzing

Fluorescent fixtures use transformer action to operate. This action sometimes causes a buzzing.
Fixture Location

We install light fixtures in the locations indicated on the plans and as deemed necessary in the field. Moving fixtures to accommodate specific furniture arrangements or room use is your responsibility. Any such changes made to the electrical systems in your home voids this limited warranty.

GFCI (Ground-Fault Circuit-Interrupters)

GFCI receptacles have a built-in element that senses fluctuations in power. Quite simply, the GFCI is a circuit breaker. Building codes require installation of these receptacles in bathrooms, the kitchen, outside, and the garage (areas where an individual can come into contact with water while holding an electric appliance or tool). Heavy appliances such as freezers or power tools will trip the GFCI breaker.

Do not plug a refrigerator or food freezer into a GFCI-controlled outlet. The likelihood of the contents being ruined is high and the limited warranty does not cover such damage.

Each GFCI receptacle has a test and reset button. Once each month, press the test button. This will trip the circuit. To return service, press the reset button. If a GFCI breaker trips during normal use, it may indicate a faulty appliance and you will need to investigate the problem. One GFCI breaker can control up to three or four outlets.

Grounded System

Your electrical system is a three-wire grounded system. Never remove the bare wire that connects to the box or device.

Light Bulbs

You are responsible for replacing burned-out bulbs other than those noted during your punch process.

Outlets

If an outlet is not working, check first to see if it is controlled by a wall switch or GFCI. Next, check the breaker.

If there are small children in the home, install safety plugs to cover unused outlets. This also minimizes the air infiltration that sometimes occurs with these outlets. Teach children to never touch electrical outlets, sockets, or fixtures.

Underground Cables

Before digging, check the location of buried service leads by calling the local utility locating service. In most cases, wires run in a straight line from the service panel to the nearest public utility pad. Maintain positive drainage around the foundation to protect this service.

Cobblestone Homes Limited Warranty Guidelines

During the punch process we confirm that light fixtures are in acceptable condition and that all bulbs are working. Cobblestone Homes limited warranty excludes any fixture you supplied.

Designed Load

Cobblestone Homes will repair any electrical wiring that fails to carry its designed load to meet specifications. If electrical outlets, switches, or fixtures do not function as intended, Cobblestone Homes will repair or replace them.

GFCI (Ground-Fault Circuit-Interrupters)

Cobblestone Homes is not responsible for food spoilage that results from your plugging refrigerators or freezers into a GFCI outlet.

Power Surge

Power surges are the result of local conditions beyond the control of Cobblestone Homes and are excluded from limited warranty coverage. These can result in burned-out bulbs or damage to sensitive electronic equipment such as TVs, alarm systems, and computers. Damage resulting from lightning strikes are excluded from limited warranty coverage.

Light Flickering

Some occasional light flickering is normal, and is especially common for LED lights. If flickering becomes frequent, contact Cobblestone Homes for evaluation.

Modifications

Having an electrician modify your electrical system during the warranty period can void that portion of your limited warranty. Always have a licensed electrician perform any modifications or additions of electrical fixtures. All modifications or additional fixtures are excluded from this limited warranty.

Electric Water Heater

Homeowner Care and Maintenance

Carefully read the manufacturer's literature and warranty for your specific model of water heater.

Drain Tank

Review and follow the manufacturer's timetable and instructions for draining several gallons of water from the bottom of the water heater. This reduces build-up of chemical deposits from the water, thereby prolonging the life of the tank as well as saving energy dollars. Also drain the tank if it is being shut down during periods of freezing temperatures. Carefully follow the instructions in the manufacturer's literature.

Element Cleaning or Replacement

The heating elements in the water heater will require periodic cleaning. The frequency is determined in part by the quality of the water in your area. Again, refer to the manufacturer's literature for step-by-step instructions and drawings, or contact an authorized service company.

No Hot Water

If you discover you have no hot water, check the breaker, the temperature setting, and the water-supply valve before calling for service. Refer to the manufacturer's literature for locations of these items and other troubleshooting information.

Pressure Relief Valve

At least once each year, manually operate the pressure relief valve. Stay clear of the discharge line to avoid injury. See manufacturer's literature for diagrams and detailed instructions.

Safety

Keep the area around a water heater clear of stored household items. Never use the top of the water heater as a storage shelf.

Temperature

Temperature settings on a water heater will produce approximately the temperatures listed below: (Always refer to the manufacturer's literature for details specific to your unit.)

Hot	120 degrees F
A	130 degrees F
B	140 degrees F
C	150 degrees F
Very Hot	160 degrees F

The recommended setting for operation of a dishwasher is B, or 140 degrees. Higher settings can waste energy dollars and increase the danger of injury from scalding. Hot water will take longer to arrive at sinks, tubs, and showers that are farther from the water heater.

Cobblestone Homes Limited Warranty

Refer to the manufacturer's limited warranty for complete information regarding warranty coverage on your water heater.

Expansion and Contraction

Homeowner Use and Maintenance Guidelines

Changes in temperature and humidity cause all building materials to expand and contract. Dissimilar materials expand or contract at different rates. This movement results in separation between materials, particularly dissimilar ones. You will see the effects in small cracks in drywall and in paint, especially where moldings meet drywall, at mitered corners, and where tile grout meets tub or sink. While this can alarm an uninformed homeowner, it is normal.

Shrinkage of the wood members of your home is inevitable and occurs in every new home. Although this is most noticeable during the first year, it may continue beyond that time. In most cases, caulk and paint are all that you need to conceal this minor evidence of a natural phenomenon. Even though properly installed, caulking shrinks and cracks. Maintenance of caulking is your responsibility.

Cobblestone Homes Limited Warranty

Cobblestone Homes does not warranty most of the effects of expansion and contraction. See individual categories for details.

Fireplace (Ventless Gas)

Homeowner Use and Maintenance Guidelines

If your home is equipped with a ventless gas fireplace, read and follow all manufacturer's guidelines in the maintenance and operation of your fireplace. Ventless gas fireplaces, as the name implies, are efficiently burning fireplaces that do not need a chimney. This allows them to provide tremendous supplemental heat to your home as well as the beauty of a gas fireplace.

Operation

Read and follow all manufacturer's guidelines that detail the specific operation of your model. The gas supply valve must be on in order to start the pilot light. Once the pilot light is burning and the fireplace controls are set to the desired output, the operation of turning the fireplace on

and off can be controlled with the fireplace switch. (Note that the pilot light is an open flame source even when the main fireplace switch is off, and must be treated with caution when children are present. Never use flammable materials, liquids, or vapors near your fireplace. Read and follow all warnings and precautions in your user's manual.)

A slight delay between turning the switch on and flame ignition is normal. The flames should ignite gently and silently. If you notice any deviation from this and any gas smell, immediately shut off the switch and report it to the gas company. During the first operations of your fireplace each season, it is normal for the fireplace to produce a burning smell as it slowly cleans and burns off dust and residue that slowly accumulate on the burners and logs during the seasons not in use. This will sometimes set off your smoke alarms until it has time to clean itself. This is best done when you have the opportunity to open a few windows or doors to allow fresh air back into the room.

Your vent free fireplace is also equipped with an oxygen depletion sensor. This safety sensor will automatically shut off the source of fuel to your fireplace in the event that oxygen surrounding the fireplace box becomes depleted. (Even though this safety feature is present, ALWAYS take alarms from carbon monoxide detectors seriously. Refer to your manufacturer's guidelines.)

Cobblestone Homes Limited Warranty Guidelines

Refer to the manufacturer's limited warranty for complete information regarding warranty coverage on your ventless gas fireplace.

Foundation

Homeowner Use and Maintenance Guidelines

To protect your home's foundation, it is important to maintain your landscaping and positive drainage away from the house.

Cracks

Even though we constructed your foundation according to standard builder practices, surface cracks can still develop in the wall. Surface cracks are not detrimental to the structural integrity of your home.

Cosmetic Imperfections

Slight cosmetic imperfections in foundation walls, such as a visible seam where two pours meet or slight honeycombing (aggregate visible), are possible and require no repair.

Dampness

Due to the amount of water in concrete, basements may be damp. Condensation can form on water lines and drip onto the floor.

See also Basements and Below Grade Living Spaces

Cobblestone Homes Limited Warranty Guidelines

The foundation of your home has been designed and installed according to standard builder practices.

Cracks

Shrinkage or backfill cracks are not unusual in foundation walls, especially at the corners of basement windows. Minor or cosmetic cracks are not covered, however, Cobblestone Homes will correct major cracks or breaks in foundation walls that we deem structural in nature within the warranty period.

See also Basements and Below Grade Living Spaces

Garage Overhead Door

Homeowner Use and Maintenance Guidelines

Since the garage door is a large, moving object, periodic maintenance is necessary.

30-Weight Oil

Every six months, apply a 30-weight automobile oil or similar lubricant to all moving parts: track, rollers, hinges, pulleys, and springs. At the same time, check to see that all hardware is tight and operating as intended without binding or scraping. Avoid over lubricating to prevent drips on vehicles or the concrete floor.

Lock

If the lock becomes stiff, apply a silicone or graphite lubricant. Do not use oil on a lock, as it will stiffen in winter and make the lock difficult to operate.

Painting

Repaint the garage door when you repaint your home, or more often if needed to maintain a satisfactory appearance.

Safety

Follow the manufacturer's instructions for safe and reliable operation. Do not allow anyone except the operator near the door when it is in motion. Keep hands and fingers away from all parts of the door except the handle. Do not allow children to play with or around the door. For your safety, after the expiration of the one-year warranty, have any needed adjustments made by a qualified specialist. The door springs are under a considerable amount of tension and require special tools and knowledge for accurate and safe servicing. Have the door inspected by a professional garage door technician after any significant impact to the door.

Sag

The garage door may sag slightly due to its weight and span.

Cobblestone Homes Limited Warranty Guidelines

The garage door should operate smoothly and with reasonable ease. The door can become misaligned and require adjustment, which Cobblestone Homes will provide unless the problem is caused by the installation of a garage door opener subsequent to closing on the home.

At the time of closing, we will address any dents or defects in your garage door noted on your punch-list that we determine are unacceptable. After the closing date, Cobblestone Homes does not warranty any corrosion, dents, damage, or general wear and tear of garage doors and mechanisms.

Light Visible

Garage overhead doors cannot be airtight. Some light will be visible around the edges and across the top and bottom of the door. Severe weather conditions may result in some precipitation entering around the door.

Gas Shut-Offs

Homeowner Use and Maintenance Guidelines

You will find shut-offs on gas lines near their connection to each item that operates on gas. In addition, there is a main shut-off at the meter. We point these out during the punch process. If you suspect a gas leak, leave the home and call the gas company immediately for emergency service.

Cobblestone Homes Limited Warranty Guidelines

The gas company is responsible for leaks up to the meter. During the warranty period Cobblestone Homes will correct leaks from the meter into the home.

Gas Water Heater

Homeowner Use and Maintenance Guidelines

Carefully read and follow the manufacturer's literature for your specific model of water heater.

Condensation

Condensation inside your new water heater may drip onto the burner flame. This causes no harm and, in most cases, will disappear in a short period of time.

Drain Tank

Review and follow manufacturer's timetable and instructions for draining several gallons of water from the bottom of the water heater. This reduces the build-up of chemical deposits from the water, prolonging the life of the tank and saving energy dollars.

Pilot

Never light a gas pilot when the water heater tank is empty. Always turn off the gas before shutting off the cold-water supply to the tank

To light the water heater pilot, follow the directions on the side of the water heater or in the manufacturer's guidelines.

Once the pilot is lit, adjust the temperature setting with the regulating knob on the front of the tank.

Water heaters sometimes collect small quantities of dirty water and scale in the main gas lines, which may put out the pilot light.

While away from home for an extended period of time, set the temperature to its lowest point and leave the pilot lit.

Safety

Vacuum the area around a gas-fired water heater to prevent dust from interfering with proper flame combustion. Do not use the top of a heater as a storage shelf.

Temperature

The recommended thermostat setting for normal everyday use is "normal." Higher settings can result in wasted energy dollars and increase the danger of injury from scalding. Hot water will take longer to arrive at sinks, tubs, and showers that are farther from the water heater.

No Hot Water

If you discover that you have no hot water, check the pilot, temperature setting, and water supply valve before calling for service. Refer to the manufacturer's literature for specific locations of these items and other troubleshooting information.

Cobblestone Homes Limited Warranty Guidelines

Refer to the manufacturer's limited warranty for information regarding coverage of the water heater. *See also Plumbing*

Grading and Drainage

Homeowner Use and Maintenance Guidelines

The final grades around your home are designed for proper drainage of your lot. Local building authorities as well as Cobblestone Homes inspect the site for proper drainage.

Drainage

Typically, the grade around your home should slope six inches or more in the first 10 feet, tapering to a 2 percent slope. In most cases, drainage swales do not follow property boundaries. It is common for a lot to receive water from and pass water to surrounding lots. Maintain the slopes around your home to permit the water to drain away from the home as rapidly as possible. This is essential to protect your foundation. Failure to do so can result in structural damage and will void your warranty.

Settling

The area we excavated for your home's foundation was larger than the home to allow room to work. In addition, some trenching is necessary for installation of utility lines. Although we replace the soil, it does not return to its original density. Some settling will occur, especially after prolonged or heavy rainfall or melting of large amounts of snow. Settling can continue for several years. Inspect the perimeter of your home regularly for signs of settling and fill settled areas as needed to maintain positive drainage.

See also Landscaping.

Cobblestone Homes Limited Warranty Guidelines

We established the final grade to ensure adequate drainage away from the home. Maintaining this drainage is your responsibility. If you alter the drainage pattern after closing, or if changes in drainage occur due to lack of maintenance, the limited warranty is void.

Backfill Settlement

Backfilled or excavated areas around the foundation and at utility trenches should not interfere with the drainage away from your home. If these areas settle during the first year, preventing water from draining away from the immediate area of your foundation, Cobblestone Homes will fill the areas one time to maintain positive drainage.

Erosion

Cobblestone Homes is not responsible for weather-caused damage to un-landscaped yards after the final grade has been established or the closing date, whichever occurs last.

New Sod

New sod installation and the extra watering that accompanies it can cause temporary drainage problems, as can unusually severe weather conditions.

Standing water

Should have no standing (stagnant) water on your property. If the water is moving at all, this is not considered standing water.

Swales

Cobblestone Homes does not alter drainage patterns to suit individual landscape plans. Typically, a lot receives water from and passes water on to other lots, so changes in grade often affect adjacent or nearby lots. Cobblestone Homes advises against making such changes.

Gutters and Downspouts

Homeowner Use and Maintenance Guidelines

If your home is installed with gutters, check gutters periodically and remove leaves or other debris. Materials that accumulate in gutters can slow water drainage from the roof, cause overflows, and clog the downspouts.

Extensions or Splash blocks

Extensions are recommended and should discharge outside of rock or bark beds so that water is not dammed behind the edging materials that might be used.

Ladders

Use caution when leaning ladders against gutters, as this may cause dents.

Leaks

If a joint between sections of gutter drips, caulk the inside joint using a commercial gutter caulking compound available at hardware stores.

Snow and Ice

Clear excess snow from downspouts as soon as possible to allow the gutter to drain and to prevent damage. Severe ice or snow build-up can damage gutters, and such damage is not covered by the limited warranty.

Cobblestone Homes Limited Warranty Guidelines

Installation of Gutters

Cobblestone Homes does not add gutters unless there are structural or drainage concerns of the builder. Gutters over 3 feet long are installed with a slight slope so that roof water will flow to the downspouts.

Leaks

We correct leaks that occur during the warranty period.

Overflow

Gutters may overflow during periods of excessively heavy rain. This is expected and requires no repair.

Standing Water

Small amounts of water (up to one inch) will stand for short periods of time in gutters immediately after rain. No correction is required for these conditions.

Maintenance and cleaning of gutters is the homeowner's responsibility. Cobblestone Homes limited warranty does not cover gutters that have not been cleaned regularly.

Hardware and Fixtures

Homeowner Use and Maintenance Guidelines

The hardware and fixtures throughout your home usually have a finish coating, electrostatically applied, to provide beauty and durability. This coating is not impervious to wear and tear. Atmospheric conditions, sunlight, caustic agents such as cleaning chemicals, and sharp objects can cause the protective coating to scratch, crack, or peel, exposing the metal and resulting in spotting and discoloration.

Doorknobs and locks should operate correctly with little attention. Over time, they may need slight adjustments due to normal shrinkage of the framing. Occasionally, you may need to tighten screws.

Cleaning

Initial care of these products requires only periodic cleaning with a mild, nonabrasive soap and buffing with a soft cloth.

Corrosion

Unless you have ordered solid brass fixtures, the brass on your fixtures is a coating on top of a base metal. Water having a high mineral content is corrosive to any brass—coated or solid.

Polish

When peeling, spotting, or discoloration occurs, you can sometimes restore the beauty of the metal by completely removing the remaining coating and hand-polishing the item with a suitable brass polish. Applying a light coat of wax and buffing with a soft cloth helps maintain the gloss.

Tarnish

Like sterling silver, brass will gradually tarnish and eventually take on an antique appearance.

Cobblestone Homes Limited Warranty Guidelines

At the time of closing, we will address any hardware defects noted on your punch-list that we determine are unacceptable. After the closing date, Cobblestone Homes does not warrant corrosion or damage to the external surfaces, general wear and tear, or internal workings of plumbing, hardware, or light fixtures. Cobblestone Homes' limited warranty excludes repairs for cosmetic damage subsequent to the closing.

Cobblestone Homes will repair hardware items that do not function as intended.

See also Doors and Locks

Hardwood Floors

Homeowner Use and Maintenance Guidelines

In daily care of your hardwood floor, preventive maintenance is the primary goal.

Cleaning

Sweep on a daily basis or as needed. Never wet mop a hardwood floor. Excessive water causes wood to expand and can possibly damage the floor. When polyurethane finishes become

soiled, damp-mop with a mixture of one cup vinegar to one gallon of warm water. When damp-mopping, remove all excess water from the mop. Check with the hardwood company if your floor has a water-based finish.

Dimples

Placing heavy furniture or dropping heavy or sharp objects on hardwood floors can result in dimples.

Filmy Appearance

A white, filmy appearance can result from moisture, often from wet shoes or boots.

Furniture Legs

Install proper floor protectors on furniture placed on hardwood floors. Protectors will allow chairs to move easily over the floor without scuffing. Regularly clean the protectors to remove any grit that may have accumulated.

Humidity

Wood floors respond noticeably to changes in humidity in your home. Especially during winter months, the individual planks or pieces expand and contract as water content changes. A humidifier helps but does not eliminate this reaction.

Mats and Area Rugs

Use protective mats at the exterior doors to help prevent sand and grit from getting on the floor. Gritty sand is wood flooring's worst enemy. However, be aware that rubber backing on area rugs or mats can cause yellowing and warping of the floor surface.

Separation

Expect some shrinkage around heat vents or any heat-producing appliances, or during seasonal weather changes.

See also Warping.

Shoes

Keep high heels in good repair. Heels that have lost their protective cap (thus exposing the fastening nail) will exert over 8,000 pounds of pressure per square inch on the floor. That's enough to damage hardened concrete; it will mark your wood floor.

Spills

Clean up food spills immediately with a dry cloth. Use a vinegar-and-warm-water solution for tough food spills.

Splinters

When floors are new, small splinters of wood can appear.

Sun Exposure

Exposure to direct sunlight can cause irreparable damage to hardwood floors. To preserve the beauty of your hardwood floors, install and use window coverings in these areas.

Traffic Paths

A dulling of the finish in heavy traffic areas is likely.

Warping

Warping will occur if the floor repeatedly becomes wet or is thoroughly soaked even once. Slight warping in the area of heat vents or heat-producing appliances is also typical.

Wax

Waxing and the use of products like oil soap are neither necessary nor recommended. Once you wax a polyurethane finish floor, recoating is difficult because the new finish will not bond to the wax. The preferred maintenance is preventive cleaning and recoating annually or as needed to maintain the desired luster.

Cobblestone Homes Limited Warranty Guidelines

During the punch process we will confirm that hardwood floors are in acceptable condition. We will correct any readily noticeable cosmetic defects listed during the punch process. You are responsible for routine maintenance of hardwood floors. All damage or defects in the hardwood flooring following closing are excluded from this limited warranty.

Following closing, refer to the manufacturer's limited warranty for information regarding coverage of all other defects.

Heating System

Homeowner Use and Maintenance Guidelines

Good maintenance of the furnace can save energy dollars and prolong the life of the furnace. Carefully read and follow the manufacturer's literature on use and maintenance. The guidelines here include general information only.

Adjust Vents

Experiment with the adjustable registers in your home to establish the best heat flow for your lifestyle. Generally, you can reduce the heat in seldom-used or interior rooms. This is an individual matter and you will need to balance the system for your own family's needs.

Avoid Overheating

Do not overheat your new home. Overheating can cause excessive shrinkage of framing lumber and may materially damage the home. In the beginning, use as little heat as possible and increase it gradually.

Blower Panel

You need to position the blower panel correctly for the furnace blower (fan) to operate. This panel compresses a button that tells the blower it is safe to operate. If this panel is not on tightly, the fan will not come on.

Combustion Air

Furnaces we install in basements or in closets over crawl spaces include combustion air vents.

Never cover or block the combustion air vent in any way. Outside air is needed to supply the furnace with sufficient oxygen. Blocking the combustion air vent will cause the furnace to draw air down the vent pipe and pull poisonous gasses back into your home.

Ductwork Noise

Some popping or pinging sounds are the natural result of ductwork heating and cooling in response to air flow as the system operates.

Filter

Remember to change or clean the filter monthly during the heating season (year-round if you also have air conditioning). A clogged filter can slow air flow and cause cold spots in your home.

Although it takes less than one minute to change the filter, this is one of the most frequently overlooked details of normal furnace care. Buy filters in large quantity for the sake of convenience. If you have a permanent, washable, removable filter, you need to clean this monthly. Use water only to clean the filter, tap to dry or air dry, and leave unit off for a brief period. Do not use soaps or detergents on the filter.

Furnished Home

The heating system was designed with a furnished home in mind. If you move in during the cooler part of the year and have not yet acquired all of your draperies and furnishings, the home may seem cooler than you would expect.

Gas Odor

If you smell gas, call the gas company immediately.

Odor

A new heating system may emit an odor for a few moments when you first turn it on. An established system may emit an odor after being unused for an extended time (such as after the

summer months if you do not use air conditioning). This is caused by dust that has settled in the ducts and should pass quickly.

Registers

Heat register covers are removable and adjustable. You are responsible for adjusting the dampers in these covers to regulate the heat flow within the home. Registers in the rooms farther away from the furnace will usually need to be opened wider.

Return Air Vents

For maximum comfort and efficient energy use, arrange furniture and draperies to allow unobstructed air flow from registers and to cold air returns.

Temperature

Depending on the style of home, temperatures can normally vary from floor to floor as much as 10 degrees or more on extremely cold days. The furnace blower will typically cycle on and off more frequently and for shorter periods during severe cold spells.

Thermostat

The furnace will come on automatically when the temperature at the thermostat registers below the setting you have selected. Once the furnace is on, setting the thermostat to a higher temperature will not heat the home faster. Thermostats are calibrated to within plus or minus 5 degrees.

Trial Run

Have a trial run early in the fall to test the furnace. (The same applies to air conditioning in the spring.) If service is needed, it is much better to discover that before the heating season.

Cobblestone Homes Limited Warranty Guidelines

We will install heating systems according to local building codes, as well as to engineering designs of the particular model home.

Adequacy of the system is determined by its ability to establish a temperature of 70 degrees F, as measured in the center of the room, 5 feet above the floor. In extremely cold temperatures (10 degrees below or colder), the system should be able to maintain a temperature differential of 80 degrees from the outside temperature.

Duct Placement

The exact placement of heat ducts may vary from those positions shown in similar floor plans.

Ductwork

Although the heat system is not a sealed system, the ductwork should remain attached and securely fastened. If it becomes unattached, Cobblestone Homes will repair as needed within the warranty period.

Furnace Sounds

Expansion or contraction of metal ductwork results in ticking or popping sounds.

Thermostat

Thermostats are calibrated to plus or minus 5 degrees.

Heat Pump

Homeowner Care and Maintenance

If your home contains a heat pump system, you should be aware of the performance characteristics unique to these systems. As with any system, read the manufacturer's literature and follow all instructions for efficient operation and maintenance of your system. Clean or replace filters once a month. Provide professional service for your system at least once every two years.

Air Circulation Across Coils

Keep the outside unit clear of any materials that would interfere with air circulation. Snow, ice, landscaping materials, trash, leaves, and other accumulating items can cause inefficiency or damage the unit.

Air Conditioning and Heating

A heat pump system operates differently from a gas forced-air furnace. The same system provides both heat and air conditioning. This is possible because a refrigerant flows back and forth in the coils of the heat pump, controlled by a reversing valve. In the heating mode, the heat pump removes heat from the outside air and transfers it to the inside air. In the cooling mode, it does just the opposite, removing heat from the inside air and discharging it outside of the home. The thermostat inside your home controls this heating or cooling activity.

Air Temperature at Vents

Do not expect dramatic temperature differences in the air coming from the vents as is common with other kinds of systems. The coils used in a heat pump system operate at lower temperatures than those common in a gas forced-air system. As a result, for example, in the heat mode, air from the supply vents will typically range from 85 to 90 degrees F. The vents will not feel hot, though the air discharged is warmer than the air in the room by as much as 20 degrees.

Auxiliary Heat System

At lower outside temperatures, less heat is available for the heat pump to draw from the exterior air. Therefore, from time to time the auxiliary heat system will come on to maintain the temperature you set at the thermostat. The auxiliary system will also come on whenever the temperature at the thermostat is moved 1.5 degrees or more at one time. If the light stays on when the outside temperature is more than 30 degrees F, contact a service person.

Defrost Cycle

When the heat pump is operating in the heat mode, the coils outside may reach below freezing temperatures. Moisture in the air will condense into frost and accumulate on the coils under these circumstances. From time to time, the system will go into defrost mode to clear accumulated frost from the coils. This is a normal part of the operation of the system and will occur automatically. During the defrost cycle, the outside fan will stop temporarily. The temperature of air flow into the home will be a bit lower during the defrost cycle. The defrost cycle can only occur once every 90 minutes and lasts no longer than 10 minutes.

Night Setback

Unless you have a night setback thermostat designed to work with a heat pump system, do not turn the thermostat down in the evenings. Adjust the temperature a fraction of a degree at a time until a comfortable, permanent setting is found.

Register Adjustment

Registers will require adjustment from time to time to maximize your family's comfort. Do not completely close off more than one supply register at a time. This can restrict the air flow too much and reduce the efficiency of the system. A good technique is to completely open all the vents, then gradually move the temperature setting up until the coolest room is comfortable. Once the coolest room is comfortable, gradually close the vents in the warmer rooms until all rooms are comfortable as well. Reverse the process for air conditioning.

Return Air Vents

As with any heating system, return air vents must be clear so the air flows through the ducts unimpeded. Avoid placing furniture where it blocks the return air vents.

Cobblestone Homes Limited Warranty Guidelines

Refer to the manufacturer's limited warranty for information regarding warranty coverage.

Humidifier

Homeowner Use and Maintenance Guidelines

Operate a humidifier only with the furnace, not with the air conditioner. If you notice condensation on windows, the humidifier should be adjusted to a lower setting. Clean the moisture pad according to the manufacturer's instructions and suggested timetable.

Cobblestone Homes Limited Warranty Guidelines

Refer to the manufacturer's limited warranty for information regarding coverage of the humidifier.

Insulation

Homeowner Use and Maintenance Guidelines

The effectiveness of blown insulation is diminished if it is uneven. As the last step in any work done in your attic (for example, the installation of a TV antenna), you should confirm that the insulation lays smooth and even. Do not step on drywall ceilings, because this can result in personal injury or damage to the drywall.

Electrical outlets normally emit noticeable amounts of cold air when outside temperatures are low.

Cobblestone Homes Limited Warranty Guidelines

Cobblestone Homes will install insulation to meet or exceed the building codes applicable at the time of construction and outlined as part of your construction contract.

Landscaping

Homeowner Use and Maintenance Guidelines

Landscaping will typically be installed by the builder prior to closing. In the event that this is not the case, plan to install the basic components of your landscaping soon after closing. In addition to meeting your homeowner's association requirements to landscape in a timely manner, well-designed landscaping prevents erosion and protects the foundation of your home.

Additions

Before installing patio additions or other permanent improvements, consider soil conditions in the design and engineering of your addition.

Backfill

We construct the foundation of your home beginning with an excavation into the earth. When the foundation walls are complete, the area surrounding them is backfilled. Soil in this area is not as compact as undisturbed ground. Water can penetrate through the backfill area to the lower areas of your foundation. This can cause potentially severe problems such as wet basements, cracks in foundation walls, and floor slab movement. Avoid this through proper installation of landscaping and good maintenance of drainage.

Backfill areas will settle and require prompt attention to avoid damage to your home and voiding of the structural warranty.

Keep downspout extensions in the down position to channel roof runoff away from the foundation area of your home. Routine inspection of downspouts, backfill areas, and other drainage components is an excellent maintenance habit.

See also Grading and Drainage.

Bark or Rock Beds

Do not allow edgings around decorative rock or bark beds to dam the free flow of water away from the home. You can use a non-woven landscape fabric between the soil and rock or bark to restrict weed growth while still permitting normal evaporation of ground moisture.

Contractors

You are responsible for changes to the drainage pattern made by any landscape, concrete, deck, or pool contractor. Discuss drainage with any company you hire to do an installation in your yard. Do not permit them to tie into existing drainage pipes without approval from Cobblestone Homes.

Irrigation -

If your home is equipped with an irrigation system: Conduct weekly operational checks to ensure proper performance of the system. Direct sprinkler heads away from the home. Trickler or bubbler type irrigation systems are not recommended for use adjacent to the structure. Regularly drain and service sprinkler systems. You should routinely inspect sprinkler heads and provide seasonal service to maintain proper functioning.

Utility Lines

A slight depression may develop in the front lawn along the line of the utility trench. To correct this, roll back the sod, spread top soil underneath to level the area, and then relay the sod.

Waiting to Landscape

If you leave ground un-landscaped, it erodes. Correcting erosion that occurs after closing is your responsibility.

Cobblestone Homes Limited Warranty

We will confirm that your plants are alive at the time of closing. Maintaining and watering landscaping is your responsibility. We do not warranty plants under any circumstance.

Sod

Homeowner should maintain sod per guidelines in closing packet. Care in the first year is critical for the health of your sod. If you have a concern about the health condition of your sod, submit it to Cobblestone Homes.

Native Trees

We make every reasonable effort to keep native trees due to the value they add to each property and the neighborhood as a whole. Trees are excluded from this limited warranty.

Mildew

Homeowner Use and Maintenance Guidelines

Mildew is a fungus that spreads through the air in microscopic spores. They love moisture and feed on surfaces or dirt. On siding, they look like a layer of dirt. Cleaning mildew from your home is your responsibility. Solutions that remove mildew are available from local paint or home improvement stores. Wear protective eyewear and rubber gloves for this task; the chemicals that remove mildew are unfriendly to humans.

Cobblestone Homes Limited Warranty Guidelines

We will remove any mildew noted during the punch process. Cobblestone Homes warranty excludes mildew.

Mirrors

Homeowner Use and Maintenance Guidelines

To clean your mirrors, use any reliable liquid glass cleaner or polisher available at most hardware or grocery stores. Avoid acidic cleaners and splashing water under the mirror; either can cause the silvering to deteriorate. Avoid getting glass cleaners on plumbing fixtures as some formulas can deteriorate the finish.

Cobblestone Homes Limited Warranty Guidelines

We will confirm that all mirrors are in acceptable condition during the punch process. Cobblestone Homes will correct scratches, chips, or other damage to mirrors noted during the punch process. All damage following closing is excluded from this warranty.

Paint and Stain

Homeowner Use and Maintenance Guidelines

Due to changes in the formula for paint (such as the elimination of lead to make paints safer), painted surfaces must be washed gently using mild soap and as little water as possible. Avoid abrasive cleaners, scouring pads, or scrub brushes. Flat paints show washing marks more easily than gloss paints do. Often, homeowners prefer the results obtained by touching up rather than washing.

Exterior

Regular attention will preserve the beauty and value of your home. Check the painted and stained surfaces of your home's exterior annually. Repaint before much chipping or wearing away of the original finish occurs; this will save the cost of extensive surface preparation. Plan on refinishing the exterior surface of your home approximately every two to three years or as often as your paint manufacturer suggests for your area and climate. Climatic conditions control

the chemical structure of the paint used on the exterior. Over time, this finish will fade and dull a bit.

When you repaint the exterior of your home, begin by resetting popped nails and removing blistered or peeling portions of paint with a wire brush or putty knife. Sand, spot with primer, and then paint the entire area. Use a quality exterior paint formulated for local climate conditions.

Avoid having sprinklers spray water on the exterior walls of your home. This will cause blistering, peeling, splintering, and other damage to the home.

Severe Weather

Hail and wind can cause a great deal of damage in a severe storm, so inspect the house after such weather. Promptly report damage caused by severe weather to your insurance company.

Stain

For minor interior stain touch-ups, a furniture-polish-and-stain treatment is inexpensive, easy to use, and will blend in with the wood grain. Follow directions on the bottle.

Touch-Up

When doing paint touch-ups, use a small brush, applying paint only to the damaged spot. Touch-up may not match the surrounding area exactly, even if the same paint mix is used. When it is time to repaint a room, prepare the wall surfaces first by cleaning with a mild soap and water mixture or a reliable cleaning product.

We provide samples of every paint used on your home. Store these with the lids tightly in place and in a location where they are not subjected to extreme temperatures.

Wall Cracks

We suggest that you wait until after the first heating season to repair drywall cracks or other separations due to shrinkage.

See also Drywall.

Cobblestone Homes Limited Warranty Guidelines

During your punch process we will confirm that all painted or stained surfaces are in acceptable condition. Cobblestone Homes will touch up paint as indicated on the punch process list. You are responsible for all subsequent touch-up, except painting we perform as part of another warranty repair.

Cracking

As it ages, exterior wood trim will develop minor cracks and raised grain. Much of this will occur during the first year. Raised grain permits moisture to get under the paint and can result in peeling. This is not a defect in materials or workmanship. Paint maintenance of wood trim is your responsibility.

Fading

Expect fading of exterior paint or stain due to the effects of sun and weather. Cobblestone Homes limited warranty excludes this occurrence.

Touch-Up Visible

Paint touch-up is visible under certain lighting conditions.

Wood Grain

Due to wood characteristics, color variations will result when stain is applied to wood. This is natural and requires no repair. Today's water-based paints often make wood grain visible on painted trim. Cobblestone Homes does not provide corrections for this condition.

Low Voltage

Homeowner Use and Maintenance Guidelines

Your home is equipped with low voltage. Initiating service, additions to service, and moving outlets for decorating purposes or convenience are your responsibility.

Cobblestone Homes Limited Warranty Guidelines

Cobblestone Homes will repair wiring that does not perform as intended from the service box into the home. From the service box outward, care of the wiring is the responsibility of the local service company.

Plumbing

Homeowner Use and Maintenance Guidelines

Aerators

Even though your plumbing lines have been flushed to remove dirt and foreign matter, small amounts of minerals may enter the line. Aerators on the faucets strain much of this from your water. Minerals caught in these aerators may cause the faucets to drip because washers wear more rapidly when they come in contact with foreign matter.

See also Dripping Faucet.

Basement Construction

If you perform any construction in your basement, ensure that the plumbing lines in the basement or crawl space are not isolated from the heating source without insulation being added.

Cleaning

Follow manufacturer's directions for cleaning fixtures. Avoid abrasive cleansers. They remove the shiny finish and leave behind a porous surface that is difficult to keep clean. Clean plumbing fixtures with a soft sponge and soapy water (a nonabrasive cleaner or a liquid detergent is usually recommended by manufacturers). Then polish the fixtures with a dry cloth to prevent water spots.

Clogs

The main causes of toilet clogs are domestic items such as disposable diapers, excessive amounts of toilet paper, sanitary supplies, Q-tips, dental floss, and children's toys. Improper

garbage disposal use also causes many plumbing clogs. Always use plenty of cold water when running the disposal. This recommendation also applies to grease; supplied with a steady flow of cold water, the grease congeals and is cut up by the blades. If you use hot water, the grease remains a liquid, then cools and solidifies in the sewer line. Allow the water to run 10 to 15 seconds after shutting off the disposal.

You can usually clear clogged traps with a plumber's helper (plunger). If you use chemical agents, follow directions carefully to avoid personal injury or damage to the fixtures.

Clean a plunger drain stopper—usually found in bathroom sinks—by loosening the nut under the sink at the back, pulling out the rod attached to the plunger, and lifting the stopper. Clean and return the mechanism to its original position.

Dripping Faucet

You can repair a dripping faucet by shutting off the water at the valve directly under the sink, then removing the faucet stem, changing the washer, and reinstalling the faucet stem. The shower head is repaired the same way. Replace the washer with another of the same type and size. You can minimize the frequency of this repair by remembering not to turn faucets off with excessive force. (Please note that some manufacturers do not use rubber washers.)

Extended Absence

If you plan to be away for an extended period, you should drain your water supply lines. To do this, shut off the main supply line and open the faucets to relieve pressure in the lines. You may also wish to shut off the water heater. Do this by turning off the cold-water supply valve on top and the gas control at the bottom. Drain the tank by running a hose from the spigot on the bottom to the basement floor drain. If you leave the tank full, keep the pilot on and set the temperature to its lowest or "vacation" setting. Check manufacturer's directions for additional hints and instructions.

Freezing Pipes

Provided the home is heated at a normal level, pipes should not freeze at temperatures above 0 degrees F. Set the heat at 65 degrees F if you are away during winter months. Keep garage doors closed to protect plumbing lines running through this area from freezing temperatures.

In unusually frigid weather, or if you will be gone more than a day or two, open cabinet doors to allow warm air to circulate around pipes. Use an ordinary hair dryer to thaw pipes that are frozen. Never use an open flame.

Gold or Brass Finish

Avoid using any abrasive cleaners on gold or antique brass fixtures. Use only mild detergent and water or a cleaning product recommended by the manufacturer.

Laundry Tub

If you have a laundry room tub, the faucet does not have an aerator. This is to allow the tub faucet to accept a hose connection.

Leaks

If a major plumbing leak occurs, the first step is to turn off the supply of water to the area involved. This may mean shutting off the water to the entire home. Then contact the appropriate contractor.

Low Pressure

Occasional cleaning of the aerators on your faucets (normally every three to four months) will allow proper flow of water. The water department controls the overall water pressure.

Marble or Manufactured Marble

Marble and manufactured marble will not chip as readily as porcelain enamel but can be damaged by a sharp blow. Avoid abrasive cleansers or razor blades on manufactured marble; both damage the surface. Always mix hot and cold water at manufactured marble sinks; running only hot water can damage the sink.

Outside Faucets

Outside faucets are freeze-proof, but in order for this feature to be effective, you must remove hoses during cold weather, even if the faucet is located in your garage. If a hose is left attached, the water that remains in the hose can freeze and expand back into the pipe, causing a break in the line. Repair of a broken line that feeds an exterior faucet is a maintenance item. Note that Cobblestone Homes does not warrant sillcocks against freezing.

Porcelain

You can damage porcelain enamel with a sharp blow from a heavy object or by scratching. Do not stand in the bathtub wearing shoes unless you have placed a protective layer of newspaper over the bottom of the tub. If you splatter paint onto the porcelain enamel surfaces during redecorating, wipe it up immediately. If a spot dries before you notice it, use a recommended solvent.

Running Toilet

To stop running water, check the shut-off float in the tank. You will most likely find it has lifted too high in the tank, preventing the valve from shutting off completely. In this case, gently bend the float rod down until it stops the water at the correct level. The float should be free and not rub the side of the tank or any other parts. Also check the chain on the flush handle. If it is too tight, it will prevent the rubber stopper at the bottom of the tank from sealing, resulting in running water.

Shut-Offs

Your home is equipped with a main water shut off. You use this shut-off for major water emergencies such as a water line break or when you install a sprinkler system or build an addition to your home. Each toilet has a shut-off on the water line under the tank. Hot and cold shut-offs for each sink are on the water lines under the sink.

Stainless Steel

Clean stainless-steel sinks with soap and water to preserve their luster. Avoid abrasive cleaners; these will damage the finish. An occasional cleaning with a good stainless-steel cleaner will enhance the finish. Avoid leaving produce on a stainless-steel surface, since prolonged contact with produce can stain the finish.

Tank Care

Avoid exposing the toilet to blows from sharp or heavy objects, which can cause chipping or cracking. Avoid abnormal pressures against the sides of the tank. It is possible to crack the tank at the points where it is attached to the bowl.

Cobblestone Homes Limited Warranty Guidelines

During the punch process we will confirm that all plumbing fixtures are in acceptable condition and that all faucets and drains operate freely. Cobblestone Homes will correct clogged drains that occur during the first 30 days after closing. If a household item is removed from a clogged drain during this time, we will bill you for the drain service. After the first 30 days, you are responsible for correcting clogged drains.

Cosmetic Damage

Cobblestone Homes will correct any fixture damage noted on the punch process list. Repairing chips, scratches, or other surface damage noted subsequent to the punch process list is your responsibility.

Exterior Faucets

Cobblestone Homes will repair leaks at exterior faucets noted on the punch process list. Subsequent to punch process, repair of a broken line to an exterior faucet is your responsibility.

Freezing Pipes

Provided the home is heated at a normal level, pipes should not freeze. Set heat at 65 degrees F if you are away during winter months. Keep garage doors closed to protect plumbing lines that run through this area.

Leaks

Cobblestone Homes will repair leaks in the plumbing system. If a plumbing leak caused by a warranted item results in drywall or floor covering damage, Cobblestone Homes will make reasonable effort to restore items that were part of the home as originally purchased. We do not make adjustments for secondary damages (for example, damage to wallpaper, drapes, and personal belongings). Insurance should cover these items.

Noise

Changes in temperature or the flow of the water itself will cause some noise in the pipes. This is normal and requires no repair. Expect temperatures to vary if water is used in more than one location in the home.

Roof

Homeowner Use and Maintenance Guidelines

The shingles on your roof do not require any treatment or sealer.

Clean Gutters

If you have gutters, maintain them and downspouts so that they are free of debris and able to quickly drain precipitation from the roof.

Leaks

If a leak occurs, try to detect the exact location. This will greatly simplify finding the area that requires repair when the roof is dry.

Limit Walking

Limit walking on your roof. Your weight and movement can loosen the roofing material and in turn result in leaks. Never walk on the roof of your home when the shingles are wet—they are slippery.

Severe Weather

After severe storms, do a visual inspection of the roof for damages. Notify your insurance company if you find pieces of shingle in the yard or shingle edges lifted on the roof.

Cobblestone Homes Limited Warranty Guidelines

Cobblestone Homes will repair roof leaks other than those caused by severe weather, such as hail damage, or some action you have taken, such as walking on the roof. Roof repairs are made only when the roof is dry.

Ice Build-Up

Ice build-up may develop in the eaves during extended periods of cold and snow. Damage that results from this is excluded from warranty coverage. Your insurance may cover this damage.

Inclement Weather

Storm damage is excluded from warranty coverage. Notify your homeowner insurance company if storm damage is discovered.

Rough Carpentry

Cobblestone Homes Limited Warranty Guidelines

Some floor and stair squeaks are unavoidable. Cobblestone Homes does not warrant against floor squeaks.

Floor Deflection

Floors will deflect (bend) when walked on. This will be more noticeable next to hutches, book cases, pianos, chairs, and other heavy furniture. This is not a structural deficiency and Cobblestone Homes will take no action for this occurrence.

Floor Level

Floors will be level to within 1/4 inch within any 32-inch distance as measured perpendicular to any ridge or indentation.

Plumb Walls

Cobblestone Homes will consider addressing walls that are out of plumb more than 1/4 inch in any 32-inch measurement.

Siding

Homeowner Use and Maintenance Guidelines

Siding expands and contracts in response to changes in humidity and temperature. Slight waves are visible in siding under certain weather conditions; this cannot be entirely eliminated.

Wood or wood-product siding will require routine refinishing. The timing will vary with climatic conditions.

See also Paint and Wood Trim.

Cobblestone Homes Limited Warranty Guidelines

Cobblestone Homes will caulk and apply touch-up paint to cracks that exceed 1/2 inch. We provide this repair one time only near the end of the first year. Paint or stain touch-up will not match.

We will correct any separation at joints or where siding meets another material if the separation allows water to enter the home. Cobblestone Homes will correct delaminating siding.

Smoke Detectors

Homeowner Use and Maintenance Guidelines

Read the manufacturer's manual for detailed information on the care of your smoke detectors.

Cleaning

For your safety, clean each smoke detector monthly to prevent a false alarm or lack of response in a fire. After cleaning, push the test button to confirm the alarm is working.

Cobblestone Homes Limited Warranty Guidelines

Cobblestone Homes does not represent that the smoke detectors will provide the protection for which they are installed or intended. You are responsible for obtaining fire insurance.

Stairs

Homeowner Use and Maintenance Guidelines

No known method of installation prevents all vibration or squeaks in a staircase. A shrinkage crack will develop where the stairs meet the wall. When this occurs, apply a thin bead of latex caulk and, when dry, touch up with paint.

Cobblestone Homes Limited Warranty Guidelines

Cobblestone Homes does not warrant stair vibration and squeaks.

Stucco

Homeowner Use and Maintenance Guidelines

Stucco is a brittle cement product that is subject to expansion and contraction. Minor hairline cracks will develop in the outer layer of stucco. This is normal and does not reduce the function of the stucco in any way.

Drainage

To ensure proper drainage, keep dirt and concrete flatwork a minimum of 6 inches below the stucco screed (mesh underneath final coat of stucco). Do not pour concrete or masonry over the stucco screed or right up to the foundation.

Efflorescence

The white, powdery substance that sometimes accumulates on stucco surfaces is called efflorescence. This is a natural phenomenon and cannot be prevented. In some cases, you can remove it by scrubbing with a stiff brush and vinegar. Consult your home center or hardware store for commercial products to remove efflorescence.

Sprinklers

Since stucco is not a water barrier, avoid spraying water from irrigation or watering systems on stucco surfaces to avoid possible leaks. Check the spray from the lawn and plant irrigation system frequently to make certain that water is not spraying or accumulating on stucco surfaces.

Cobblestone Homes Limited Warranty Guidelines

At the time of closing, all stucco has been inspected and deemed acceptable. Upkeep and repair is HO's responsibility.

Termites

Homeowner Use and Maintenance Guidelines

We treat the foundation for termites and are provided with documentation confirming that treatment. Plan to renew this treatment annually or as directed by the literature that accompanies the certificate. Treatment for other types of insects or animal infestations is your responsibility.

Cobblestone Homes Limited Warranty Guidelines

We certify treatment of your foundation for termites at closing. This is our final action for termites. Cobblestone Homes warranty excludes treatment for any other insect (such as ants) or animal (such as mice) infestations.

Tile

Homeowner Use and Maintenance Guidelines

Cleaning

Tile is one of the easiest floor coverings to maintain. Simply vacuum when needed. Occasionally, a wet mopping with warm water may be appropriate. Avoid adding detergent to the water. If you feel a cleaning agent is required, use a mild solution of warm water and dishwasher crystals (they will not result in a heavy, difficult-to-remove lather on the grout). Rinse thoroughly.

The tile installed on walls or countertops in your home may be washed with any nonabrasive soap, detergent, or tile cleaner. Abrasive cleaners will dull the finish.

Grout Discoloration

Clean grout that becomes yellowed or stained with a fiber brush, cleanser, and water. Grout cleansers and whiteners are available at most hardware stores.

Sealing Grout

Sealing grout is your decision and responsibility. Once grout has been sealed, ongoing maintenance of that seal is necessary and limited warranty coverage on grout that has been sealed is void.

Separations

Expect slight separations to occur in the grout between tiles. This grout is for decorative purposes only; it does not hold the tile in place. Cracks in the grout can be filled using premixed grout purchased from flooring or hardware stores. Follow package directions.

Tile around bathtubs or countertops may appear to be pulling up after a time. This is caused by normal shrinkage of grout or caulk and shrinkage of wood members as they dry out. If this occurs, the best remedy is to purchase tub caulk or premixed grout from a hardware store. Follow directions on the container. This maintenance is important to protect the underlying surface from water damage.

Cobblestone Homes Limited Warranty Guidelines

During the punch process we confirm that tile and grout areas are in acceptable condition. We will access any cracked, badly chipped, or loose tiles noted at that time. If we determine that replacement is necessary to correct the issue, Cobblestone Homes is not responsible for variations in color or discontinued patterns. New grout may vary in color from the original. Cobblestone Homes Limited Warranty excludes all cracks in grout and tile after closing.

Ventilation

Homeowner Use and Maintenance Guidelines

Homes today are built more tightly than ever. This saves energy dollars but creates a potential concern. Condensation, cooking odors, indoor pollutants, radon, and carbon monoxide may all accumulate. We provide mechanical and passive methods for ventilating homes. Your attention to ventilation is important to health and safety.

Building codes require attic and crawl space vents to minimize accumulation of moisture. Attic ventilation occurs through vents in the soffit (the underside of the overhangs) or on gable ends. Driving rain or snow sometimes enters the attic through these vents. Do not cover them to prevent this. Instead, cover the insulation in front of the vent. When you do this, precipitation that blows in safely evaporates and ventilation can still occur.

Homes with crawl spaces usually include two or more vents but are not always required. Open crawl space vents for summer months and close them for winter months, pulling insulation over them. Failure to close these vents and replace insulation may result in plumbing lines freezing in the crawl space. This occurrence is not covered by your warranty.

Your daily habits can help keep your home well ventilated:

- Ø Do not cover or interfere in any way with the fresh air supply to your furnace.
- Ø Develop the habit of running the hood fan when you are cooking.
- Ø Ditto the bath fans when bathrooms are in use.
- Ø Air your house by opening windows for a time when weather permits.

Proper ventilation will prevent excessive moisture from forming on the inside of the windows. This helps reduce cleaning chores considerably.

Cobblestone Homes Limited Warranty Guidelines

Cobblestone Homes warranty guidelines for active components (for example, exhaust fans) are discussed under the appropriate headings (such as electrical systems, heating system, and so on).

Waterproofing

Homeowner Use and Maintenance Guidelines

We use various building practices and water-resistant material on your foundation. Although we make every effort to assure a dry basement, during times of excessive moisture, you may notice some dampness. Over time, natural compaction of soils in the backfill areas will usually eliminate this condition. Careful maintenance of positive drainage will also protect your basement from this condition.

Cobblestone Homes Limited Warranty Guidelines

See also Basements and Below Grade Living Spaces

Windows, Screens, and Patio Doors

Homeowner Use and Maintenance Guidelines

Contact a glass company for reglazing of any windows that break. Glass is difficult to install without special tools.

Cleaning

Clean glass as needed with vinegar and water, a commercial glass cleaner, or the product recommended by the window manufacturer.

Condensation

Condensation on interior surfaces of the window and frame is the result of high humidity within the home and low outside temperatures. Your family's lifestyle controls the humidity level within your home. If your home includes a humidifier, closely observe the manufacturer's directions for its use.

Door Locks

Acquaint yourself with the operation of patio door hardware for maximum security.

Door Tracks

Keep patio door tracks clean for smooth operation and to prevent damage to the door frame. Silicone lubricants work well for these tracks.

Invisible Glass

Under certain lighting conditions, door glass may be hard to see. If you keep the screen fully closed when the glass door is open, your family will be accustomed to opening something before going through.

Sticking Windows

Most sliding windows (both vertical and horizontal) are designed for a 10-pound pull. If sticking occurs or excessive pressure is required to open or close a window, apply a silicone lubricant. This is available at hardware stores. Avoid petroleum-based products.

Storing Screens

Many homeowners remove and store screens for the winter to allow more light into the home. To make re-installation more convenient, label each screen as you remove it. Use caution: screens perforate easily and the frames bend if they are not handled with care.

Cobblestone Homes Limited Warranty Guidelines

We will confirm that all windows and screens are in acceptable condition during the punch process. Cobblestone Homes will repair or replace broken windows or damaged screens noted on the punch process list.

Windows should operate with reasonable ease and locks should perform as designed.

Condensation

Condensation on interior surfaces of the window and frame is the result of high humidity within the home and low outside temperatures. You influence the humidity level within your home; Cobblestone Homes provides no corrective measure for this condition.

Condensation that accumulates between the panes of glass in dual-glazed windows indicates a broken seal. Cobblestone Homes will replace the window if this occurs during the warranty period.

Infiltration

Some air and dust will infiltrate around windows, especially before the installation of landscaping in the general area. Cobblestone Homes warranty excludes this occurrence.

Scratches

Cobblestone Homes confirms that all window glass is in acceptable condition at the punch process. Minor scratches on windows can result from delivery, handling, and other construction activities. Cobblestone Homes will replace windows that have scratches readily visible from a distance of 10 feet. Cobblestone Homes does not replace windows that have scratches visible only under certain lighting conditions.

Tinting

If you add tinting to dual-glazed windows, all warranties are voided. Damage can result from condensation or excessive heat build-up between the panes of glass. Refer to the manufacturer's literature for additional information.

See also Ventilation.

Wood Trim

Homeowner Use and Maintenance Guidelines

Shrinkage of wood trim occurs during the first two years or longer, depending on temperature and humidity. All lumber is more vulnerable to shrinkage during the dry season. Maintaining a moderate and stable temperature helps to minimize the effects of shrinkage. Wood will shrink less lengthwise than across the grain. Wood shrinkage can result in separation at joints of trim pieces. You can usually correct this with caulking and touch-up painting.

Shrinkage may also cause a piece of trim to pull away from the wall. If this occurs, drive in another nail close to, but not exactly in, the existing nail hole. Fill the old nail hole with putty and touch up with paint as needed. If the base shoe (small trim between base molding and the

floor) appears to be lifting from the floor, this is probably due to slight shrinkage of the floor joists below. Again, you can correct this condition by removing the old nails and re-nailing. You may prefer to wait until after the first dry season to make any needed repairs at one time when redecorating.

See also Expansion and Contraction.

Cobblestone Homes Limited Warranty Guidelines

During the punch process we will confirm that wood trim is in acceptable condition. Minor imperfections in wood materials will be visible and will require no action. Cobblestone Homes will correct readily noticeable construction damage such as chips and gouges listed during the punch process according to standard building practices. Cobblestone Homes does not warranty damage to trim beyond closing.

Raised Grain

Because of the effects of weather on natural wood, you should expect raised grain to develop. This is normal and not a defect in the wood or paint. Warranty coverage excludes this condition.

EXHIBIT

4

From: Aaron Lewis
Sent: Friday, March 31, 2023 10:05 AM
To: madie@cobblestonehomes.info <madie@cobblestonehomes.info>; Michelle Lewis <mlewis@certapro.com>
Subject: Re: Water in garage

Madie,

Servicemaster came out again today and the walls are not drying (they scanned them with a moisture meter again) so their fans remain in place. I should be clear that I do expect that Cobblestone is paying for the mitigation. Is that your expectation as well? Assuming that is the case, should we be forwarding the invoice to you via email?

Secondly, its clear that until the exterior wall is excavated and waterproofed as well as drains installed that the rainwater and runoff will continue to saturate the walls. There is already mold growth in the corner of the garage. When does your crew plan to address the issue? My family is very sensitive to environmental mold.

AL

--

From: Aaron Lewis
Date: Friday, March 24, 2023 at 8:37 PM
To: Michelle Lewis <michellelewisfayetteville@gmail.com>, Madison Melton <madie@cobblestonehomes.info>
Subject: Re: Water in garage

Maddie,

We never heard back from anyone today. Michelle also text you at 4:30 and emailed you as well.

When your team came out they did a moisture meter test of 20% plus we confirmed that there was need for immediate action.

Since the drywall has been wet for nearly 24 hours we employed ServiceMaster to mitigate the water on the drywall and framing to prevent further damages. I will update you with their findings after tearout and dry out.

Thanks,

Aaron

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From: Michelle Lewis <michellelewisfayetteville@gmail.com>
Sent: Friday, March 24, 2023 12:04 PM
To: Madison Melton <madie@cobblestonehomes.info>
Cc: Aaron Lewis
Subject: Re: Water in garage

EXTERNAL

Hi Maddie,

We have unfortunately been here before with water damage. I am extremely allergic to mold species. It's the reason we purchased this house in such a rush. This needs to be handled ASAP.

We need to get all affected walls open and drying out today to prevent further damage. Service Master is who we would prefer to dry things out and employ air scrubbers.

Please let me know if you are willing to initiate the remediation process today. If not, I'll need to do this and file an insurance claim.

Thanks,

Aaron

On Fri, Mar 24, 2023 at 10:54 AM Madison Melton <madie@cobblestonehomes.info> wrote:

Hi Michelle and Aaron,

Wanted to follow up after Zach's visit over there. He captured some good photos/videos, so our plan is to look at with the team next week to see how this might need to be addressed. Thank you for letting us know real time so that we could see it in action.

Have a great weekend and talk soon!

Thank you,

Madie Melton

Cobblestone Homes
(479)222-3253
<https://cobblestonehomesnwa.com>



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EXHIBIT

5



EXHIBIT

6

Reinspection Report



Aaron & Michelle Lewis
3431 W Bellamy Dr, Fayetteville AR, 72703

The following issues were found along the right side of the house and inside the right side double-wide garage. I need to point out, this was not a normal inspection, rather a very limited inspection of a specific issue and what may have caused it.

Chris Brophy (HI-1630)
PO Box 1332, Pea Ridge AR 72751
(479) 422-7261 or cbrophy@pinnaclehi.biz

<u>20230614G</u>	Inspect garage wall & grading	\$200
<u>Wednesday, June 14, 2023</u>	<u>1:00 PM</u>	
<u>75°± F (24° C)</u>	<u>Clear skies, but wet (rained earlier)</u>	Total Cost <input type="text" value="\$200"/>
<u>Entry: A code to the garage door's keypad was provided</u>		<input checked="" type="radio"/> Credit <input type="radio"/> Debit <input type="radio"/> Check <input type="radio"/> Cash



Report Summary

Aaron & Michelle Lewis

3431 W Bellamy Dr, Fayetteville AR 72703



Repairs should only be made by professionals familiar with the issues listed below.

Exterior locations & Interior rooms: Were described as if an individual were standing outside, facing the front door. These directions apply to all levels including attics, crawl spaces, and basements. The "main level," in a house with multilevel living spaces, had been defined by the location of the kitchen.

Side-to-side directions: For specific windows, doors, plumbing fixtures, or appliances, they were described as if standing in front of those objects.

A - Site Related

0 Not a Concern / 1 Low Concern / 2 Moderate Concern / 3 High Concern / S Potential Safety Hazard



2 **AB14:** The sodded yard, off the back right corner of the house, was holding water. This area just had a fairly heavy rain, but the rest of the yard seemed to have drained properly. Either the soil didn't percolate very well or it was saturated to point of ponding. Added to that, the back, back right, and right side yards, all drained along the right side of the house or retaining wall. All of that should've been taken into account when deciding how to waterproof the block walls below grade.



3 **AB17:** The yard's downhill grade, along the right side of the house and retaining wall, weren't sufficiently sloped. In fact, you can see the same problem along the back right side of the house. Ideally, a proper grade would first direct water perpendicular to and several feet away from the house on all sides. Ideally, the grading around the house should've drop several inches over the course of several feet away from each side. Rather than detail how to correct the problem, I'll explain what should've been done long before the landscapers started the grading. When the majority of any room ends up well below grade, certain steps need to be taken to ensure water doesn't bleed through the foundation walls. Before any dirt had been pushed back against the foundation walls, a soil-wrapped French drain should've been install along the lower outer edge of the footing. Each foundation wall should've had a drainage plane applied to the blocks, up to grade. After that, gravel should've been used to backfill an 8-12" wide trench up to near grade level. The idea would be to allow runoff water to drain "immediately" through the gravel, into the French drain and out to the road. If water is slowed in any way, the drain can be overwhelmed. When that happens, hydrostatic pressure against the outer wall increases.

B - Foundation Related

0 Not a Concern / 1 Low Concern / 2 Moderate Concern / 3 High Concern / S Potential Safety Hazard



3 **BA07:** The blocks, along the right rear side of the right side garage, had a 1/8"-1/4" step crack through the foundation wall. The larger problem was, the wall shifted horizontally. You should call in a structural engineer to explain what has happened. In simple terms, the weight of saturated (water-logged) soil was putting more pressure on the wall than the structure could handle.



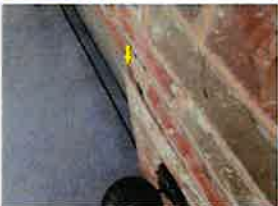
3 **BA15:** The garage's interior block wall, along the right side, had efflorescence or signs of previous moisture on the blocks. I will mention, two French drains could be seen at the front right corner of the yard. Even though drains were in place, I would assume water couldn't drain fast enough, they hadn't been installed low enough, and/or the termination "behind" the small retaining wall had restricted the proper drainage. Whatever the case, A structural engineer would have to look at each of these issues and determine how everything should be repaired. **Note:** I should mention, there was a obvious musty odor when I moved the tarps back. You can also see the original framed wall had warped in several place. Each would indicate trapped moisture/humidity. Although I couldn't determine if the darkened area, mentioned in issue "EB05", was a microbial growth (mold), the odor would raise an alarm. As the owner, you will have to determine if you can remain in the house until an air quality test can be done. I personally started to cough a little the longer I stayed in the garage.

D - Exterior Structures

0 Not a Concern / 1 Low Concern / 2 Moderate Concern / 3 High Concern / S Potential Safety Hazard



1 **DA01:** The bricks, running vertically up the back right corner of the house, had what appeared to be a repaired mortar. If the builder attached a perforated underground to the downspout, water bleeding through the pipe could contribute to the problem. Refer to issue "EB05" and you can see how water seeped in through garage's lower front right wall. The downspout, adjacent that corner, had what appeared to be a perforated pipe installed.



3 **DA07:** The narrow brick wall, to the right of the right side double-wide garage, had indications it had shifted at some point. The wall appeared to have moved a 1/4" or more underneath the steel lintel. When you look at the mortar joint straight on, it was twice as thick as the joints above and below. Next, look at the mortar joint between the two garage doors. It too had a abnormally thick mortar joint. Each would indicate a repair had been made.



Report Summary

Aaron & Michelle Lewis

3431 W Bellamy Dr, Fayetteville AR 72703



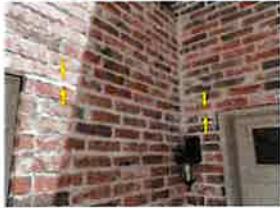
Repairs should only be made by professionals familiar with the issues listed below.

Exterior locations & Interior rooms: Were described as if an individual were standing outside, facing the front door. These directions apply to all levels including attics, crawl spaces, and basements. The "main level," in a house with multilevel living spaces, had been defined by the location of the kitchen.

Side-to-side directions: For specific windows, doors, plumbing fixtures, or appliances, they were described as if standing in front of those objects.



① **DA08:** This photo was another angle of the problem area mentioned in issue "DA07."



① **DA09:** This photo was of the wider than normal mortar joint between the garage doors.

E - Interior Components

① Not a Concern / ② Low Concern / ③ Moderate Concern / ④ High Concern / ⑤ Potential Safety Hazard



③ **EB05:** The OSB wall sheathing, at the lower front right corner of the right side garage, had signs of a possible microbial growth. This was evidence water had been seeping in through or under the foundation wall. In conclusion, improper management of water runoff appeared to have caused all the problems mentioned above.

EXHIBIT

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HOME SAFE MOLD INSPECTORS OF NWA LLC

4795306045

homesafemold@gmail.com

<https://www.homesafemoldnwa.com/>



MOLD INSPECTION

3431 W Bellamy Dr
Fayetteville, AR 72704

Aaron Lewis

JUNE 16, 2023



INSPECTOR

Blake Reeves

Micro CMI

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1: MOLD INSPECTION DETAILS

Information

Location of Samples

Bedroom, Outside, Master Bathroom

Areas Of Concern

Moisture Intrusion, Water Damage, Apparent Mold Growth, Conditions Conducive To Mold Growth

Scope Of Work

Surface Sample(s) In Areas Of Concern To Confirm, Indoor Air Samples To Compare With Outside, Outdoor Air Sample, Wall Cavity Air Sample, Thermal Camera, Limited Visual Inspection

Clearance Statement

Clearance Statement

This inspection was done as a limited inspection based on the accessibility to all areas of the property based on access and safety. The condition of the property represented is indicative of the time of inspection and does not indicate conditions before or after the inspection time.

This was agreed upon to be a limited inspection of primary concern areas and did not include a full exterior or interior inspection, nor a technically exhaustive approach.

Scope Of Work

Home Safe Mold inspectors of NWA LLC (HSMI) performed a limited fungal inspection on June 15, 2023, at a single-family property located at 3431 W Bellamy Dr, Fayetteville, AR 72704 as owned and requested by Aaron Lewis. This limited fungal inspection report contains the following information:

- Summary of methods and equipment utilized by HSMI.
- Overview of observations and concerns of the primary concern areas of home and will not include a full exterior and interior exhaustive inspection of the home.
- Test Sample Results
- Remediation Recommendations.

Inspection Overview

HSMI conducted a visual inspection of limited inspection of primary concern areas and did not include a full exterior or interior inspection, nor a technically exhaustive approach. In these areas, HSMI conducted temperature and relative humidity measurements and assessed surfaces for moisture using direct-read instruments.

As of June 15, 2023, no EPA standards or other standards regulating concentrations and exposure to airborne mold spores exist. However, inspection and sample collection were performed under currently accepted standards of mold inspection. Analysis of mold samples followed analytical methods recommended by the American Industrial Hygiene Association (AIHA) and the American Conference of Governmental Industrial Hygienists (ACGIH).

Visual Inspection

A limited visual inspection was completed of the exterior and interior areas of primary concern. Photographs of suspect-affected areas are included in this report.

Equipment Used to Determine Temperature, Relative Humidity, Surface Moisture Content Measurement, Air Sampling, Direct Sampling

HSMI used a Tramex Moisture Encounter Plus moisture meter, an Extech RH101 Hygro-Thermometer, Hikmicro Pocket 2 thermal Imaging Camera, and IAQ 15 Connect, Zenon Bio-tape slides



Northwest side of home



Southwest side of home



Southeast side of home



Northeast side of home

Weather Conditions

Relative Humidity

Your relative humidity is very important and should be monitored year-round. It is not only possible but likely that if you allow your residence to reach humidity levels in the 60% plus range, the air becomes the moisture source for mold spores to begin to populate in the air and on all of your surfaces and contents. The recommendation is to keep your relative humidity in the 30%-50% range to keep this from happening. You can purchase a meter at a number of stores or online to keep track of your environment. If you use a humidifier, you should be very careful and clean your machine every week, read the factory recommendations, because a humidifier can cause illness. "Google Humidifier Disease". We determined your RH with an Extech RH101 Hygro-Thermometer

Below are the indoor and outdoor temperatures and relative humidity at the time of inspection. Please note it was sunny with clear skies at the time of inspection.

Outdoor Temperature

97.3 degrees Fahrenheit in the front yard

93.5 degrees Fahrenheit in the backyard

Outdoor Relative Humidity

38.1% RH in the front yard

44.2% RH in the backyard

Indoor Temperature

76.5 degrees Fahrenheit

Indoor Relative Humidity

56.7% RH

Limitations

General

LIMITATIONS

-
- The mold inspection is not a warranty, guarantee, or insurance policy.
 - The mold inspection is not technically exhaustive.
 - The mold inspection will not identify concealed or latent conditions or defects.
 - The mold inspection will not identify mold growth not readily visible at the time of the inspection.
 - The scope of the mold inspection does not include future conditions or events.
 - The scope of the mold inspection does not include hidden mold growth or future mold growth.

2: INSPECTION CONCLUSIONS

Information

Mold Sampling Results

Laboratory/Diagnostic Results

Attached find copies of the lab results conducted on the indoor air quality of your home. Should additional testing be required, we may select one or more methods to enhance our understanding of your environment so we will have an objective overview of your indoor air quality. The air test is performed using a Zefon IAQ 15 Connect Sampling Pump Serial # 000112-100118. This is a negative airflow pump that draws air across the Air-O-Cell cassette, which is then sent to the lab, and the slide is removed from the cassette and put under a microscope to determine what types of mold spores are present. Air samples are collected for a duration of 10 minutes at 15 liters per minute for outdoor and open indoor spaces. Wall cavity samples are collected for a duration of 1 minute at 15 liters per minute. Each sample is recorded on the Chain of Custody form that accompanies your samples to Hayes Microbial Consulting in Midlothian, Virginia.

The direct samples were done using Zefon Bio-Tape slides and Copan sterile swabs. Each sample is recorded on the Chain of Custody form that accompanies your samples to Hayes Microbial Consulting in Midlothian, Virginia.

In the table below I am highlighting areas that were tested. The comprehensive labs are attached to the email. The industry standard is that there are more mold spore counts outside than inside, excluding the water damage indicator mold family. See lab reports for examples.

Summary of Findings (Broken into 2 reports)

Sample #	Sample Type	Location	Results of Note
1	Air-O-Cell	Outdoor Back	Total Spore - 2984 cm ³
2	Air-O-Cell	Son's NW Wall	Total Spore Count 67 cm ³
3	Air-O-Cell	Son's SW Wall 1	Total Spore Count 67 cm ³
4	Air-O-Cell	Son's SW Wall Mid	Total Spore Count 67 cm ³
5	Air-O-Cell	Son's SW Wall Cor	Total Spore Count 67 cm ³
6	Air-O-Cell	Mstr Bath SE Wall	Total Spore Count 134 cm ³
1	Air-O-Cell	Mstr Bath Shower	Total Spore Count 130 cm ³
2	Air-O-Cell	Toilet Room Wall	Total Spore Count 130 cm ³
3	Bio-Tape	Son's Baseboard	No Fungi Detected
4	Bio-Tape	Garage SW Wall	Light Cladosporium
5	Bio-Tape	Garage SE Wall	Heavy Trichoderma
6	Bio-Tape	Garage SW Wall2	Moderate Cladosporium

The air sample testing reflected indoor spore counts below the outdoor count which adheres to industry standards.

Notable Results

- Samples 4 and 6 on the second report from the SW corner of the garage returned Cladosporium in the samples. This appears to be driven by moisture intrusion in the area where the retaining wall connects to the corner of the garage. It was wet at the time of inspection and appears to be a continuing issue. Cladosporium is a known allergen and can cause a range of allergy-type symptoms in humans. It can be found growing on construction materials in conducive environments.
- Sample 5 from the second report on the SE wall of the garage returned a heavy presence of Trichoderma with mycelial growth which would indicate potential growth activity at the time of inspection. Trichoderma can have substantial health effects on humans, especially with compromised immune systems. In addition, it can have numerous other effects ranging from infections, disease, and allergies, to lung and skin infections.



Outside backyard sample



NW wall cavity test sons room



Sons SW wall 1 (by west corner of room)



Sons SW wall middle



Master bath back of shower - toilet room



Sons SW wall south corner room



Master bath SE wall cavity

Master bath back of shower

Dust buildup on baseboard of Son's room



Garage SW wall



Garage SE wall



Garage SW wall 2

Recommendations

Exterior

- The west corner of the home where the retaining wall meets the garage showed signs of moisture at the base of the brick and moss/microbial growth on the grout. The interior of this area showed substantial water damage on the wood framing. (Pictures of interior included in Sampling section of the report). **RECOMMEND:** Have a structural engineer evaluate the integrity of the retaining wall and structure. Have a professional landscaper evaluate the grade of the yard to ensure that water is being pushed away from the structure properly to protect the home.
- The southwest exterior wall of the home showed a crack running in the brick about 20 feet horizontally from the front of the home towards the back. At the time of inspection it did appear to have some sliding of the brick along the crack line. This could allow moisture to seep behind the exterior wall coverings into interior construction materials. **RECOMMEND:** Have a structural engineer assess the integrity of this area of the home and ensure it is properly repaired and stabilized. This is critical to ensure that continued erosion of the envelope is stopped and corrected to ensure any interior remediation is protected from continued damage.
- The SW exterior wall of the home has condensation drains that drain right next to the structure into the rock bed. The below-grade garage showed substantial water damage and mold presence. **RECOMMEND:** Work with a professional landscaper once remediation and structural repairs are properly completed to ensure all moisture is being directed away from the property.
- The framing around the garage doors showed substantial deterioration in caulking leaving a space between the frame and the brick. This can allow moisture to penetrate into the construction materials on the interior of the structure. Moisture and the presence of mold were detected at the time of inspection on the interior of the garage. **RECOMMEND:** Caulking around the garage door frame to help protect from future moisture intrusion.



Where retaining wall connects to west corner of home. Moss or microbial growth noticed on caulk as well as moisture at the base of the wall.



Crack running from front to back on southwest side of home about 20 feet long continuous.



Southwest side of home has drains running right down next to structure.



Garage door metal frame has major caulk deterioration around all sides

Garage door metal frame has major caulk deterioration around all sides

Garage door metal frame has major caulk deterioration around all sides

Summary

Home Safe Mold inspectors of NWA LLC (HSMI) performed a limited fungal inspection on June 15, 2023, at a single-family property located at 3431 W Bellamy Dr, Fayetteville, AR 72704 as owned and requested by Aaron Lewis.

Leading up to the inspection the conversation with the Lewis's highlighted their concern for ongoing health issues they are working through with their doctors. They started their doctor-recommended mold testing based on their current health recovery process. With that direction, the Lewis's completed an ERMI test on the interior of the home on April 21st, 2023 that reflected the presence of mold in their home. Their primary concerns based on the results and our conversation were around *Aspergillus/Penicillium*, *Cladosporium*, *Aureobasidium Pullulans*, and *Trichoderma* found from their ERMI test samples.

Our goal of this limited inspection was to test and identify targeted concern areas to attempt to identify the source areas of the molds identified in the ERMI test.

Below are the primary concerns and findings at the time of inspection:

- Samples 4 and 6 on the second report from the SW corner of the garage returned *Cladosporium* in the samples. This appears to be driven by moisture intrusion in the area where the retaining wall connects to the corner of the garage. It was wet at the time of inspection and appears to be a continuing issue. *Cladosporium* is a known allergen and can cause a range of allergy-type symptoms in humans. It can be found growing on construction materials in conducive environments. **RECOMMEND:** Have a professional remediator clean and/or remove affected areas according to IICRC remediation and containment standards or equivalent. The remediator should evaluate the potential expansion of the scope of water damage or mold found behind the construction materials during remediation.
- Sample 5 from the second report on the SE wall of the garage returned a heavy presence of *Trichoderma* with mycelial growth which would indicate potential growth activity at the time of inspection. *Trichoderma* can have substantial health effects on humans, especially with compromised immune systems. In addition, it can have numerous other effects ranging from infections, disease, and allergies, to lung and skin infections. **RECOMMEND:** Have a professional remediator clean and/or remove affected areas according to IICRC remediation and containment standards or equivalent. The remediator should evaluate the potential expansion of the scope of water damage or mold found behind the construction materials during remediation.

The above-mentioned samples did return 2 of the molds identified inside the home from the ERMI test but is not a guarantee that the molds identified on these samples drove cross-contamination or that there is not an expanded presence elsewhere in the structure. **RECOMMEND:** Further testing is recommended to better determine the extent of mold presence throughout the property.

Other Notable Findings:

- The west corner of the home where the retaining wall meets the garage showed signs of moisture at the base of the brick and moss/microbial growth on the grout. The interior of this area showed substantial water damage on the wood framing. (Pictures of the interior are included in the Sampling section of the report). **RECOMMEND:** Have a structural engineer evaluate the integrity of the retaining wall and structure. Have a professional landscaper evaluate the grade of the yard to ensure that water is being pushed away from the structure properly to protect the home.
- The southwest exterior wall of the home showed a crack running in the brick about 20 feet horizontally from the front of the home toward the back. At the time of inspection, it did appear to have some sliding of the brick along the crack line. This could allow moisture to seep behind the exterior wall coverings into interior construction materials. **RECOMMEND:** Have a structural engineer assess the integrity of this area of the home and ensure it is properly repaired and stabilized. This is critical to ensure that continued erosion of the envelope is stopped and corrected to ensure any interior remediation is protected from continued damage.

It is recommended that if the owners intend to continue living in the residence that a full exterior and interior inspection be completed with more in-depth testing to help identify any potential broader issue throughout the home. This recommendation is based on knowledge of what Lewis's shared about their doctor's recommendations and the identification of mold in the small number of selected areas for this testing.

This report represents the findings at the date of inspection and only for the selected areas of the home. This does not guarantee or represent a picture of the entire property. A full exterior and interior inspection and testing are recommended if a broader analysis is desired.

STANDARDS OF PRACTICE

Mold Inspection Details

The inspector shall perform:

a non-invasive visual examination of the readily accessible, visible, and installed systems and components of the building (listed in Section 4.0 [Standards of Practice](#))
moisture, temperature and humidity measurements ([refer to Section 4.8 Moisture, Humidity, and Temperature](#))
mold samples according to the IAC2 Mold Sampling Procedures ([refer to Section 5.0 IAC2 Mold Sampling Procedures](#))

The inspector shall report:

moisture intrusion,
water damage,
musty odors,
apparent mold growth, or
conditions conducive to mold growth;
results of a laboratory analysis of all mold samplings taken at the building; and
any system or component listed in Section 4.0 [Standards of Practice](#) that were not inspected and the reason(s) they were not inspected.

Inspection Conclusions

The inspector shall perform:

a non-invasive visual examination of the readily accessible, visible, and installed systems and components of the building (listed in Section 4.0 [Standards of Practice](#))
moisture, temperature and humidity measurements ([refer to Section 4.8 Moisture, Humidity, and Temperature](#))
mold samples according to the IAC2 Mold Sampling Procedures ([refer to Section 5.0 IAC2 Mold Sampling Procedures](#))

The inspector shall report:

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any system or component listed in Section 4.0 [Standards of Practice](#) that were not inspected and the reason(s) they were not inspected.

EXHIBIT

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9/5/2023

To whom it may concern:

We were asked to comment regarding Michelle and [REDACTED] health journey in the last few years as patients at SALT Health, a primary care clinic in Bentonville, Arkansas.

The Lewis family is an exemplary group of people, living a healthy lifestyle and positively contributing to the community. After several office visits and tests, we landed on one likely denominator: an environmental illness. The mediator, as indicated by clinical presentation, exposure, and lab testing, suggested mold and the mycotoxins produced therein, to be the culprit. The symptoms they present are congruent with illness from mycotoxins.

See below for details regarding lab testing and correlation with the home mold testing (DNA/PCR testing).

For any further questions, please contact our office.

Regards,

A handwritten signature in black ink, appearing to read "Anna C. Herbst".

E-Sign'd: 09.05.23 (#0015274-9D71)

Anna C. Herbst, DO

ERMI (home mycotoxin testing):

ERMI reference range:

(*) 10 fold higher than normal.

(**) 100 fold higher than normal.

ERMI - HVAC pre-remediation:

Aspergillus penicillioides 238

Aureobasidium pullulans 675

Cladosporium sphaerospermum 4,684 * *

Eurotium (Asp.) amstelodami 146 *

Penicillium brevicompactum 66 *

Penicillium corylophilum 319 * *

Penicillium crustosum 15 *

Wallemia sebi 222 *

ERMI - Main house pre-remediation 2/2022:

Aspergillus niger 72 *

Aspergillus penicillioides 446

Aspergillus restrictus 29 *

Aspergillus versicolor 58 *

Aureobasidium pullulans 8,425 *

Chaetomium globosum 26 *

Cladosporium sphaerospermum 307 *

Penicillium brevicompactum 829 * *

Penicillium corylophilum 40 *

Penicillium crustosum 156 * *

Trichoderma viride 123 *

Wallemia sebi 250 *

Mymycolab (blood mycotoxin testing) for Michelle L:

Mymycolab reference range:

Low Positive (+) 0.150 - 0.400

(++) 0.401 - 0.800

(+++) 0.801 - 1.200

High Positive (++++) >1.201

IgG (indicates short-term exposure):
Vomitoxin aka Deoxynivalenol
Penicillium Toxin (Mycophynolic acid)

IgE (indicates long-term exposure):
All positive (++ to +++)
Satratoxin = 0.759
Verrucarin and Verrucarol = 0.662
Ochratoxin (A and B) = 0.951
T2 Toxin = 0.819
Vomitoxin aka Deoxynivalenol = 1.296
Cladosporium Toxin (Cladosporium HSP70) = 0.568
Alternaria Toxin (Alternariol) = 0.974
Aspergillus Toxin (Aspergillus Hemolysin) = 1.103
Aspergillus Auto-Toxin (Sterigmatocystin) = 0.756
Penicillium Toxin (Mycophynolic acid) = 0.932
Aspergillus/Penicillium Neuro Auto-Toxin (Gliotoxin) = 0.769
Stachybotrys Toxin (Trichothecene) = 0.873

Mymycolab (blood mycotoxin testing) for Caden L:

IgE:
All positive (++ to +++)
Satratoxin = 0.645
Verrucarin and Verrucarol = 0.544
Ochratoxin (A and B) = 0.516
T2 Toxin = 0.610
Vomitoxin aka Deoxynivalenol = 1.121
Cladosporium Toxin (Cladosporium HSP70) = 0.450
Alternaria Toxin (Alternariol) = 0.564
Aspergillus Toxin (Aspergillus Hemolysin) = 0.825
Aspergillus Auto-Toxin (Sterigmatocystin) = 0.910
Penicillium Toxin (Mycophynolic acid) = 0.498
Aspergillus/Penicillium Neuro Auto-Toxin (Gliotoxin) = 0.564
Stachybotrys Toxin (Trichothecene) = 0.554

Coordination of Mymycolab results with mycotoxins found in the home per ERMI results:

Verrucaridin and Verrucarol: trichothecenes mycotoxins mainly produced by *Fusarium* (not tested on ERMI) and *Aspergillus* (positive on ERMI) species.

Ochratoxin: *Aspergillus niger* on ERMI. Can cause immune suppression, lung disease, urinary tract tumors, and is nephrotoxic (kidneys), hepatotoxic (liver), genotoxic (genes), and carcinogenic (causes cancer). Studies have shown it causes leaky gut syndrome and changes the nutrients that are absorbed from foods.

T2 toxin: *Trichoderma viride* on ERMI. Can cause diarrhea, vomiting, and intestinal hemorrhage, as well as changes in reproductive cycles and infertility. This mycotoxin is known to decrease testosterone.

Vomitoxin: *Trichoderma viride* on ERMI. Can destroy intestinal barrier function, resulting in anorexia, inflammatory bowel disease, and celiac disease. This mycotoxin can affect both estrogen and testosterone.

Cladosporium: *Cladosporium sphaerospermum* on ERMI. These are significant allergens, and can severely affect asthmatics and people with respiratory diseases. These also produce volatile organic compounds (VOCs), which are neurotoxic. Severe headaches, seizures, and somnolence are the most common clinical manifestations.

Aspergillus Toxin (Aspergillus Hemolysin): *Aspergillus niger* on ERMI. Can cause immune suppression and is carcinogenic.

Penicillium Toxin (Mycophenolic acid): *Penicillium* species on ERMI. Can cause immune suppression.

Aspergillus/Penicillium Neuro Auto-Toxin (Gliotoxin): *Penicillium* species and *Trichoderma viride* on ERMI. Can cause immune suppression, neurotoxicity, and immune toxicity.

EXHIBIT

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Date: 12/15/2023

Re: Lewis Family

To whom it may concern,

I am the treating physician for Michelle Lewis [REDACTED]. I am currently treating her for chronic inflammatory response syndrome related to mold biotoxin illness.

Both the patient and family members have been tested for mold toxin as well as undergone extensive laboratory and neurological testing, including neuroquant MRI showing extensive neurological damage, PANS, chronic severe inflammation, immune suppression and neuropsychiatric illnesses. All of these have been related to mold toxin illness and chronic inflammatory response syndrome.

It is in my expert opinion that the extensive mold exposure that has occurred due to water damage in their home has led to multiple medical problems.

Mycotoxins are produced by fungi, but only under certain environmental conditions. "To date, 400 mycotoxins have been identified. The most important species producing mycotoxins belong to *Aspergillus*, *Penicillium*, *Alternaria*, *Fusarium* and *Stachybotrys* species. Mycotoxins are classified as hepatotoxins, nephrotoxins, neurotoxins as well as immunotoxins." (Ulger, 2020).

"Recent observations indicate a particular importance of mold/mycotoxin exposure in individuals with pre-existing dysregulation of the immune system, due to exacerbation of underlying pathophysiology including allergic and non-allergic chronic inflammatory diseases, autoimmune disorders, and even human immunodeficiency progression." (Kraft, 2022).

"In particular, Aflatoxin B1 (AFB1), ochratoxin A (OTA), and deoxynivalenol (DON) are the three mycotoxins that have received the most scholarly attention and have been tested most routinely in clinics. These mycotoxins not only suppress immune responses but also induce inflammation and even increase susceptibility to pathogens. Mycotoxin exposure can affect the infection severity of some pathogens, including bacteria, viruses, and parasites. Their specific action mechanisms include three aspects: (1) mycotoxin exposure directly promotes the proliferation of pathogenic microorganisms; (2) mycotoxins produce toxicity, destroy the integrity of the mucosal barrier, and promote inflammatory response, thereby improving the susceptibility of the host; (3) mycotoxins reduce the activity of some specific immune cells and induce immune suppression, resulting in reduced host resistance." (Sun, 2023).

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Kraft, S., Buchenauer, L., & Polte, T. (2021). Mold, Mycotoxins and a Dysregulated Immune System: A Combination of Concern?. *International journal of molecular sciences*, 22(22), 12269.

<https://doi.org/10.3390/ijms222212269>

Sun, Y., Song, Y., Long, M., & Yang, S. (2023). Immunotoxicity of Three Environmental Mycotoxins and Their Risks of Increasing Pathogen Infections. *Toxins*, 15(3), 187.

<https://doi.org/10.3390/toxins15030187>

Ülger, T. G., Uçar, A., Çakıroğlu, F. P., & Yılmaz, S. (2020). Genotoxic effects of mycotoxins. *Toxicon : official journal of the International Society on Toxicology*, 185, 104–113.

<https://doi.org/10.1016/j.toxicon.2020.07.004>

Yours sincerely,

Kerry Williams-Wuch, MD

NPI: 1073655585

EXHIBIT

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