

WARRANTY PROGRAM

Congratulations.

You've made the right decision by purchasing an Arawak home. As a new Arawak homeowner, you can be proud to own a home that's built for reliability and intelligently designed to meet your needs. This book provides you with all the details of your home's warranty. We're certain that years from now you'll be just as pleased to own an Arawak home as you are today.



Introduction

A superior product is only as good as the name behind it. With your Arawak home, you can count on outstanding customer service during the sale, throughout construction, and through the warranty period. That's why Arawak Homes has built more homes than any other company in the history of The Bahamas and why Arawak homeowners confidently recommend us to friends, family, and acquaintances.

CONTENTS

Section 1

Overview: Your Rights and the Rights of your Home

- 1 What the homeowner has a right to expect from Arawak Homes
- 2 What your Home should expect from You
- 3 THE WARRANTY
- 4 Warranty Exclusions
- 5 REQUESTING A HOME REPAIR
- 6 Twin Homes

Section 2

Performance Standards

- 7 Interior Concrete and Foundation
- 8 Stucco, Cementitious Finish and Concrete Walls
- 9 Site Drainage
- 10 Doors
- 11 Windows
- 12 Electrical
- 13 Plumbing
- 14 Interior Paint and Finishes

Section 3

TIPS on Home Care

Overview

The rights of your home. We view your Warranty in terms of what you, as our customer, have a right to expect. We view the issue of preventative maintenance in terms of what your home has a right to expect from you. None of the materials used in the construction of your home will last forever; however, most will last for a long time if properly maintained. It is our desire to help you understand how to prolong the life of your home through regular maintenance that is appropriate for the types of material used in your home.

The following pages describe, in general terms, what the Homeowner has a right to expect from Arawak Homes and what your home has a right to expect from you. Following are the sections on our Warranty.

The actual coverage is described in the Warranty provided in this book. The "Home Care Guide" will provide most of the information you need to provide your home with the appropriate level of preventative maintenance.

Section 1 Your Rights and the Rights of your Home

1. What the Homeowner has a right to Expect from Arawak Homes

- 1.1 *Concrete Surfaces.* The concrete surfaces in your home should fulfill the functions for which they were intended without excessive settlement, cracking, or secondary damage such as leaking.
- 1.2 *Structural Integrity.* Since homes are constructed by human beings using a variety of materials, small tolerances are normal.
- 1.3 *Intrusion of the elements.* Your home should not leak. Exceptions might occur such as when a driving rain forces water into vents, windows, or under doors. Under normal circumstances, your home should protect you from the intrusion of the elements.
- 1.4 *Mechanical systems.* Those systems installed, mainly water heaters, in your home to provide power and water should work.

2. What your home should expect from You

- 2.1 Your home was designed with a particular drainage pattern, which should carry rainwater away from the foundation. Water should not be directed to the edge of the foundation, either in the form of lot drainage of the watering of flowers.
- 2.2 Structural alterations to the home must be performed by professionals who understand the load-bearing requirements of the change.
- 2.3 Since the mechanical systems of your home were designed for normal usage, placing unreasonable demands upon them will present problems. Plugging several electrical devices into one circuit may cause it to overload. Loading materials into a drain may cause it to clog. Undue weight should not be placed upon pipes or showerheads because they can break.
- 2.4 The common areas require the same care and maintenance as your home. All homeowners should strive to keep the areas clean and usable.

3. The Warranty

Arawak Homes Warranty relates only to "Covered Imperfections", which are defined as imperfections in material and workmanship that are either part of the structure or are elements of the home as supplied by Arawak Homes at the date of closing. Arawak Homes is obligated to repair items within specified times. This is not an insurance policy, nor a maintenance agreement, but a definition of what the Homeowner has a right to expect in terms of warranties.

The Warranty is provided to the original purchaser of the home and to all subsequent owners who take title within the Warranty period.

IMPORTANT NOTICE

Ninety Day Coverage. Arawak Homes warrants the construction of the home will conform to the tolerances for materials and workmanships for a period of 90 days after the closing date.

Five Year Coverage. Arawak Homes warrants the construction of the home for Structural Elements for a period of 5 years after the closing date, subject to the limitations set forth below. Structural Elements are footing, bearing walls, beams, girders, trusses, rafters, bearing columns, lintels, posts, structural fasteners, subfloors, and roof sheathing. Floating slabs and partition walls that do not carry any load other than their own weight are not Structural Elements. A Structural Element will not be deemed defective, and no action will be required of Arawak Homes, unless there is actual physical damage that diminishes the ability of the Structural Element to perform its load-bearing function.

If an imperfection occurs in an item covered by this Warranty, Arawak Homes will repair it. In the case of imperfections in Structural Elements, Arawak Homes will repair the Structural Element to restore the load-bearing function. The repair of an imperfection will include the correction, or refinishing of only those surfaces, finishes and coverings that were damaged by the imperfection and that were a part of the home when the title was first transferred by Arawak Homes. Arawak Homes will repair surfaces, finishes, and coverings that require removal in order for Arawak Homes to repair an imperfection. The extent of the repair or replacement of these surfaces, finishes or coverings will be to approximately the same condition they were in prior to the imperfection, but not necessarily to a "like new" condition. Arawak Homes cannot guarantee, nor does it warrant, exact color matches with the original surrounding area due to factors such as fading, aging or unavailability of the original materials.

If it is necessary to request warranty services for particular equipment furnished by the manufacturer, the homeowner must make a request directly to the manufacturer. In the unlikely event that the manufacturer is not responsive to the request, Arawak Homes will assist the Homeowner in attempting to obtain the necessary repairs or replacements from the manufacturer. **The Benefits included in this Warranty are only available when service is requested according to the procedures established by Arawak Homes and included in your Warranty material. In addition, the Homeowner's failure to reasonably provided access to the home during normal working hours for making repairs will relieve Arawak Homes from its obligations under this Warranty.

Arawak Homes reserves the right to use its judgment in determining the most appropriate method of repairing Warranty imperfections.

4. Warranty Exclusions

The Warranty excludes any loss or damage which is not a Covered Imperfection, including:

- 4.1 Loss or, or damage to any real property which is not part of the home covered by this Warranty and which is not included in the original purchase price of the home is states in the closing documents.
- 4.2 Any damage to the extent it is caused or made worse by:
 - a) Negligence, improper maintenance, or intentional or improper operation by anyone other than Arawak Homes or its agents or subcontractors, including, but not limited to, damage resulting from rot, corrosion or rust.
 - b) Failure by the Homeowner or anyone other than Arawak Homes or its agents or subcontractors to comply with the warranty requirements of manufacturers of appliances, fixtures and equipment.
 - c) Failure by the Homeowner to give timely notice to Arawak Homes of any imperfection.
 - d) Changes, alterations or additions made to the home by anyone other than Arawak Homes.
- 4.3 Loss or damage that the Homeowner has not taken timely action to minimize.
- 4.4 Any imperfection caused by, or resulting from, materials or work supplied by someone other than Arawak Homes or its agents or subcontractors.
- 4.5 Normal wear and tear or normal deterioration.
- 4.6 Loss or damage caused by or resulting either directly or indirectly from, accidents, riots, and civil commotion, theft, vandalism, fire, explosion, power surges or

- failures, smoke, water escape, falling objects, aircraft, vehicles, tornado, hurricane, and earthquake.
- 4.7 Loss or damage caused directly or indirectly by flood, wind-driven water, surface water, waves, tidal waves, overflow of a body of water, or spray from any of these (whether or not driven by wind); water which backs up from sewers or drains; changes in the water table, or water below the surface of the ground (including water which exerts pressure on, or seeps or leaks through, a building, sidewalk, driveway, foundation, swimming pool, or other structure).
- 4.8 Loss or damage to the home, persons, or property directly or indirectly caused by birds, other insects, vermin, rodents or other wild or domestic animals.
- 4.9 Loss or damage resulting from the use of the home for nonresidential purposes where applicable.
- 4.10 Loss or damage to utility services that were not installed by Arawak Homes.
- 4.11 Loss or damage caused by, or resulting from, abnormal loading of Structural Elements by the Homeowner, which exceeds design loads as mandated by codes.
- 4.12 Consequential damages including, but not limited to, costs of shelter, food, and transportation; moving and storage; any other expenses related to inconvenience or relocation during repairs to the home.

5. Requesting a Home Repair

5.1. **Procedure.** If you believe there is a construction imperfection covered by this Warranty, you must take these steps:

(A) Step 1 – Contact us.

Contact us with details of your concerns as soon as possible. Conditions that could cause additional damage, such as water leaks, should be reported immediately. Do not communicate your request to any person that is not our employee, such as a contractor. Please visit our Shirley Street office and ask to speak with a Warranty Specialist or please visit our Customer Service section on our Website at www.arawakhomes.com.

Our goal is to promptly respond to all Warranty-related requests, so if you do not receive an acknowledgement within a reasonable time, please follow up to make sure your message was not misdirected.

(B) Step 2 – Allow us to investigate.

We will review the information you give us and investigate your concerns. Our investigation may involve sending employees or consultants to your home to inspect the component or to perform tests or other analysis. If that is necessary we will need your cooperation, which will often include, but not be limited to, meeting us or our representatives at your home during normal working hours.

(C) Step 3 – Our response

After investigating, we will inform you whether there is a construction imperfection covered under this Warranty. If there is a covered construction imperfection we will repair it as provided in this Warranty.

(D) Step 4 – Repair process.

We will need access to your home during our normal working hours to perform the repair work. We prefer not to be in your home when you are not there, so we may ask you to be at home when the work is performed. We will start and complete the work as soon as possible based on your schedule, our work schedule, and the availability of the contractors and materials required to do the work. Your cooperation and flexibility is needed for us to complete the work promptly.

5.2 Failure to allow us to make repairs. We are not responsible for any damage that occurs because you failed to allow us to timely make repairs. Additionally, if you make or pay for repairs without first notifying us of the problem and allowing us to investigate and repair it as required by this Warranty, then we will not reimburse you for those repairs.

6. Twin Homes

6.1 *Scope of Warranty for Twin homes.* For homes that are physically attached to other homes, this Warranty includes coverage for both the portion of the home owned exclusively by you and the building common elements. Building common elements are those elements and property that are part of the building or structure in which the home is located.

Section 2 <u>Performance Standards</u>

7. Interior Concrete and Foundation

- 7.1 Concrete slab-on-grade floor cracks. Concrete slab-on-grade floors cannot be expected to be crack-free. Most cracking is minor and is the result of large areas of concrete shrinking as the concrete cures. These cracks do not affect the structural integrity of the home. Since slab-on-grade floors are quite large, shrinkage cracks can be expected to occur randomly.
- 7.2 Footing and foundation wall cracks. Appropriate measures will be taken to correct serious cracks and/or deterioration in the foundation footings or foundation walls that cause the home to be structurally sound. Arawak Homes will make necessary repairs to the structural elements and related damage, except for areas not constructed by Arawak Homes, for up to 5 years.

8. Stucco, Cementitious Finish, and Concrete Walls

8.1 Cracks in stucco/cementitious finish/block/concrete walls.

Hairline cracks in exterior trim, block, concrete, or stucco walls are normal. Arawak Homes will repair cracks for a period of 90 days. Arawak Homes will try to match the original stucco texture and color as closely as possible, but a perfect match is not covered by the Warranty.

9. Site Drainage

9.1 *Site drainage.* Grades and swales have been established by Arawak Homes on its home and lot packages to ensure proper drainage away from the home. If the Homeowner modifies these areas with additional grading, plantings, concrete, or any other obstructions, the Homeowner will thereafter be responsible for drainage.

10. DOORS

Doors not operating properly. Arawak Homes for a period of 90 days, will make necessary corrections to doors that fail to operate properly due to binding, sticking, not latching, rubbing, or sealing. Forceful opening and closing of the

doors may affect the normal function of doors and will not be covered under this Warranty.

- 10.1 *Bifold and pocket doors.* Bifold and pocket doors should slide without rubbing or coming off their tracks during normal operation. Arawak Homes, for a period of 90 days, will adjust bifold and pocket doors that fail to slide, are rubbing, or are coming off their tracks during normal operation. Arawak homes is not responsible for carpet or anything else that is laid down by the customer after closing that causes rubbing or doors to come off their tracks.
- 10.2 *Sliding patio doors and screens*. Sliding patio doors and screens should slide without coming off their tracks during normal operation. Arawak Homes, once during a period of 90 days, will adjust sliding patio doors that do not slide properly. Some entrance of the elements can be expected under windy conditions.
- 10.3 *Leak through/under doors.* Doors are not intended to provide a weather-tight seal. Under high wind conditions and storms, it is normal for some elements to leak through, around, or under the door.

11. WINDOWS

11.1 *Window is difficult to open or close.* Normal maintenance by the Homeowner includes keeping the tracks, channels, and operating mechanisms clean and lubricated. For most windows, Homeowners should use a dry silicone spray lubricant on the tracks once each year.

12. ELECTRICAL

- 12.1 *Electrical outlets, switches, or fixtures malfunction.* Arawak Homes, for a period of 90 days, will correct outlets, switches, or fixtures that malfunction after day of closing. In situations where lights dim and flicker, please note that voltage entering the home is controlled by the local utility transmission service and may fluctuate based on variances in power generation and usage.
- 12.2 Ground fault circuit interrupter (GFCI) trips frequently. Ground fault circuit interrupters are safety devices installed as part of the electrical system to provide protection against electrical shock. These sensitive devices detect potentially dangerous "ground faults" in small appliances and extension cords. Arawak

- Homes, for a period of 90 days, will replace any failed GFCI device that fails to reset. The Homeowner is responsible for repairing any device that causes the GFCI to trip.
- 12.3 *Main Service Breaker.* This will be installed before the home is connected by the Bahamas Electrical Company. We request that you notify Arawak Homes two (2) business days prior to making application to the Bahamas Electrical Company for connections. Under no circumstance should the homeowner access the breaker panel or service panel to dismantle, disconnect or disturb the wiring as this is not covered under the Warranty. This may cause damage or harm to the homeowner.
- 12.4 *Ground Rods.* These are located on the exterior of your home and disruptions to the ground rods can cause personal and /or property damage. Arawak Homes will not be held responsible. Proper care and attention is requested at all times.
- 12.5 *Ceiling fan vibrates.* (if installed by Arawak Homes). Arawak Homes will install ceiling fans in accordance with the manufacturer's specifications, including blade balances. Some minor fan wobble cannot be eliminated; therefore, complete elimination of fan wobble is not covered by the Warranty.

13. Plumbing

- 13.1 *Drainage problems.* Arawak Homes, for a period of 90 days, will assume the responsibility for clogged sewers, fixtures, and drains.
- 13.2 *Plumbing leaks.* In the event that water leaks are found in any supply lines, drain lines, piping, faucets, bathtubs, or showers that will cause damage to the home if not corrected, Arawak Homes, for a period of 90 days, will repair as necessary. Exterior piping and undrained exterior water faucets are not covered under the Warranty.

14. Interior Paint and Finishes

14.1 Repainting after repair work. Repainting, staining, or refinishing may be required because of repair work. Repairs required under the Warranty should be finished to match the immediate surrounding areas as closely as practical. Due to fading and normal weathering, a perfect match cannot be achieved, and a perfect match is not covered by the Warranty.

Section 3 <u>Tips on Home Care</u>

Care and Maintenance.

TIP: Although things wear out, components in your home should last a reasonable length of time (assuming you give them appropriate care and maintenance).

Concrete walls

TIP: Minor cracking of stucco finishes is a normal occurrence. Homeowners should regularly inspect and repair minor cracks in stucco finishes

DOORS

- TIP: To maintain your entrance doors, inspect all exterior doors each spring and fall to confirm that the weather stripping is fastened tightly. Use aerosol lubricant on squeaky hinges and sticking locks. Apply silicone to door hinges to minimize any grinding. Wood doors, jambs, and trim should be scraped, sanded, and sealed if the paint begins to peel. Caulk any cracks with elastomeric caulking. Inspect the transition between the jamb and the threshold every three months, and caulk it as needed. Check the seal base of the door for rips, tears, and excess wear. Check the screws on the threshold. Tighten them if they stick up, so they don't damage the door seal. If you see the black residue of iron around door hinges, you can remove the iron residue with a magnet behind a cloth or by lightly wiping with a damp sponge or clean cloth. This residue is a by- product of the friction created when the hinges open and close.
- TIP: To maintain your sliding glass doors, always keep the tracks clean of debris. Apply a very small amount of oil periodically at both the bottom of the door and at the lock mechanism Apply silicone lubricant to the tracks. It's important to take special care of the tracks of aluminum sliding glass doors. Make adjustments to the threshold if the door doesn't slide properly, such as if it drags on the sill or is difficult to open.

If applicable: To maintain your garage door, inspect the door and opener at regular intervals for signs of wear and improper alignment. Check cables, rollers, and hinges for signs of wear every three months. Tighten any loose hinge screws. Lubricate all hinges, rollers, and moving parts every month with light oil or spray lubricant to reduce noise and add to their life span. Never lubricate the chain or screw drive. It is lubricated by the manufacturer; aftermarket lubricants can cause it to slip.

ELECTRICAL

- TIP: Homeowners should pay careful attention to ground rods. Monthly checks are required to ensure safety and if you notice a disruption, call a professional electrician to service it.
- **TIP:** Testing GFCIs

Test each GFCI outlet once a month by following these steps:

1. Push the TEST button on the GFCI outlet. The GFCI should trip, resulting in power loss to the outlet.

- 2. Reset the GFCI, which should restore power to the outlet.
- 3. If it still doesn't reset or it doesn't trip, have it replaced by a professional electrician.

TIP: Comfort Control

Air filters are required to be changed monthly to maintain indoor air quality, comfort, and airflow, and to prevent premature failure of heating, cooling, and ventilation equipment. To ensure proper operations of the system, Homeowners should avoid blocking air intake and discharge vents.

TIP: Cleaning your Dryer Vent

The purpose of cleaning the dryer vent is to get rid of lint buildup. If your dryer is not on an exterior wall, the vent leading outside over time will likely become clogged, and once the vent gets clogged, the dryer starts overheating. This could lead to a fire. It is recommended that you clean your dryer vent at least once a month to prevent overheating.

Plumbing

TIP: Homeowners are required to properly maintain shower and tub surrounds and enclosures to prevent leaks. Enclosure panels and doors are not designed to have water sprayed directly at them.

Flooring

TIP Homeowners should only use cleaning products recommended by the manufacturers.

Cabinet and Countertops

TIP: To maintain your cabinets, check the caulking around sinks and backsplashes to prevent water damage to the cabinets. Use silicone spray lubricant periodically on drawers and hinges to improve operation Clean spills immediately. Use a clean cloth and soapy water. Wipe the cabinets dry after cleaning. Avoid excessive moisture on wood cabinets.

Use a mild soap and warm water to clean cabinet hardware, such as doorknobs and drawer pulls. Dry hardware with a soft cloth and on your wood cabinets.

Driveways and Exterior Concrete Surfaces

TIP: To maintain your driveway, apply a sealcoat mixture every two years to protect the surface, fill in crevices, maintain the appearance of your driveway, and help keep water from penetrating and deteriorating the asphalt. Keep the driveway free from gasoline and motor oil. This will help prevent deterioration of the driveway. Fill any cracks with asphalt filler as soon as they show.

As part of regular maintenance, Homeowners should inspect concrete surfaces and seal cracks to prevent further damage.