

ONLYX+ EAST

HOME OWNER WARRANTY GUIDE

WARRANTY SERVICE

Web site - www.onyxandeast.com

Online Warranty Portal – www.onyxandeast.com/homeowners

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Mail: 2002 E. 4th Ave, Tampa, FL 33605

Congratulations on the purchase of your new home. Now that you have closed, the Onyx+East Warranty Department is the point of contact your service needs. Once you move into your new home, our Warranty team is committed to ensuring you remain satisfied and confident with your purchase. As part of that process, below we have provided you with an outline of our top-notch warranty coverage and how to submit a service request when necessary.

Section 1 – WARRANTY COVERAGE OVERVIEW

Your home warranty covers the various parts of your home differently. Here is a look at the basics:

One-Year Coverage

- + All new Onyx+East homes are provided with a one-year Limited Warranty against defects in workmanship, fixtures, and materials for a period of one year after the closing date.
- + Your appliances are covered for a period of one year directly by the manufacturer.

Ten-year Coverage: Where Applicable

- + All new homes are covered by PWSC for structural defects for a period of 10 years after the closing date. Structural components covered include footings, bearing walls, beams, trusses, subfloors and roof sheathing.

Transferable Warranty

- + If the home is sold, the Warranty transfers to each owner for the remainder of the warranty term but a transfer form must be filled out for continuation in coverage.

Cosmetic Items Excluded from Warranty: Unless noted in writing and given to the Onyx+East staff prior to closing, cosmetic defects or blemishes will be assumed to be your responsibility and are non-warrantable. (i.e. Chips, scratches, or mars in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, plastic laminate, glass, etc.)

Section 2 – HOW TO SUBMIT A WARRANTY REQUEST

We require that all warranty service requests be submitted in writing through our online homeowners' portal. We can provide faster and more accurate service if we have all the necessary information. With your warranty request, please include:

- + A complete description of the problem, for example, "guest bath—cold water line leaks under sink," rather than "plumbing problem." Upload photos if possible.
- + Information about your availability including the best days or times to reach you during normal business hours Monday through Friday 8AM – 5PM.
- + Access the online portal at: onyxandeast.com/homeowners

After receiving your warranty request, a Warranty Service Representative will follow up with you to review your concerns and coordinate the necessary repairs if warranted. The items on your list may need to be inspected to determine appropriate necessary action.

Please note that a **one-time only** touch up to address grout cracks, drywall cracks, caulk separation, drywall nail pops and floor squeaks where needed is provided **upon request** during the first year after closing. After this time, these items are considered normal maintenance items and are the responsibility of the homeowner. It is suggested that this one-time request be completed after a complete heating and cooling cycle as the home needs time to acclimate during the different seasons. Please note that normal wear and tear will not be covered as part of this touch up. (i.e. paint scuffs, handprints, dents/dings, surface scratches, etc.)

Inspection and Work Hours: Inspections and repairs must be scheduled during normal business hours Monday through Friday 8AM – 5PM. Failure to schedule during these times may result in forfeiture of warranty services.

Evening and weekend appointments are reserved for emergency situations. We appreciate your understanding and cooperation with these policies. (Please reference Emergency Service on pg. 6)

Access to Your Home: Onyx+East conducts inspections and repairs of interior warranty items only when an adult is available to accompany our representative and point out the items you have listed.

An adult is a person 18 or older who has your authorization to admit service personnel and sign completed work orders. We do not accept keys, nor will we permit our trade contractors to accept your key and work in your home without an adult present. While we recognize that this means processing warranty service items may take longer, we believe your peace of mind and security should be our first concern.

Household Pets: Onyx+East respects the pets that many homeowners count as members of their households. To prevent the possibility of an animal getting injured or lost or giving in to its natural curiosity about tools and materials used for repairs, we ask that you restrict all animals to a comfortable location during any warranty visit, whether for inspection or warranty work.

This policy is also for the protection of our employees and trades personnel. We have instructed Onyx+East and trades personnel to reschedule the appointment if pets have access to the work area.

Your Belongings: In all work that we perform for our homeowners we are concerned that their personal belongings be protected. When warranty work is needed in your home, we ask that you remove vulnerable items or items that might make performing the repair difficult. Onyx+East and trade personnel will reschedule the repair appointment rather than risk damaging your belongings.

Appliance Warranty Service: All appliances are warranted directly by the manufacturer for a period of one year from the date of closing. To schedule service please contact the supplier directly.

Be prepared to provide the model and serial number and the closing date of your home. Please refer to the literature provided by the manufacturer for more complete information regarding your warranty. **Please register your appliances with the manufacturer for warranty directly after closing.**

Section 3 – LIMITED WARRANTY EXCLUSIONS

The following is a partial list of items excluded from the Limited Warranty. Please review the warranty performance standards or consult our warranty team for more complete details and further information as needed.

- + Roof damage caused by others or by failure to remove a roof drainage blockage.

- + Defects which are the result of characteristics common to the materials used (i.e. warping and deflection of wood; mildew and fading, masonry chalking, checking of exterior materials and/or paint due to weather exposure, normal cracks due to drying/curing of concrete, stucco, plaster, bricks and masonry, drying, shrinking and cracking of exterior caulking. (see performance standards)
- + Loss or damage resulting from debris on roofs and overhangs.
- + Loss or damage resulting from leaks, where the cause of the leaks is determined to result from severe weather conditions, such as winds 39 mph or greater and driving rains.
- + Loss or damaged caused directly or indirectly by flood, wind-driven water, surface water, overflow of a body of water or water which backs up from sewers or drains; changes in the water table which were not reasonably foreseeable at the time of construction.
- + Loss or damage caused directly or indirectly by termites, other insects, birds, rodents or other wild and domestic animals.
- + Loss or damage caused by failure to maintain proper temperatures and moisture levels within the home.
- + Conditions resulting from condensation on, or expansion or contraction of materials.
- + Damage caused by or made worse by homeowner negligence, improper maintenance including but not limited to rot, corrosion, or rust.
- + Failure by homeowner to give timely notice to the builder of any defects.
- + Changes in grading of the ground by anyone other than the builder or its subcontractors.
- + Damage to concrete, pavement or brick from improper cleaning such as the use of a high pressure hose.
- + Cracks in concrete under 1/4" width are considered normal and are considered non-warrantable
- + Cracks in Stucco under 1/8" width is considered normal and are considered non-warrantable. Cracks wider than 1/8" are repairable for a period of 1-year post closing.
- + Electrical equipment and wiring damage caused by abuse, misuse, or repairs or alterations made by other than the builder.
- + Bodily injury or damage to personal property as a result of any warranty defect. (These items should be covered under a homeowner's insurance policy)
- + Consequential damages including but not limited to costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair, or any other cost due to loss of use, inconvenience or annoyance.
- + Clogged drain lines (unless it is determined the stoppage is due to a structural problem in the drain line, defective fixture, or construction debris).
- + Water pressure to your home is supplied via the municipality water system and fluctuations are common. Your home has been built with latest low volume water supply appliances and fixtures as mandated by the State of Florida and as such Onyx+East does not include any representation or warranty regarding the volume or flow that is available in the home.
- + Truss Heave – Gaps or cracks in drywall/paint/trim due to truss movement are expected and non-warrantable
- + Custom painting – In the event that non-builder installed paint is installed prior to the courtesy touch-up, the builder will make all necessary repairs using the originally installed paint. Builder will not repaint walls if custom paint shows flashing after repairs completed.

- + Normal wear and tear or normal deterioration
- + Landscaping, trees and shrubs (must be watered, fertilized and maintained by homeowner or HOA)
- + Utility service lines installed by developer, municipality or service company and settling, backfilling or slumping thereof.
- + Movement, shifting, expansion or plasticity of the soils beneath the project and changes in the underground water table and subsurface soil structures beyond Contractor's control.

Model Home Warranty: In the event you have purchased a home which has been used as an O+E model home or sales office, the warranty coverage is different. As these homes have previously been occupied for a period of time after completion, only the remainder of the original limited warranty will apply. In some cases, you may be able to purchase additional warranty coverage, however this is not done through Onyx+East or the Seller of the home and would be at your expense.

In addition, **a model home or sales office is purchased in “as-is” condition**, so the home as you see it, is how it will transfer. **This means that the “wear and tear” that the home will have experienced during its use, will not be repaired.** For additional information about this, please see your Sales Representative.

Section 4 – EMERGENCY SERVICE

An emergency would constitute something that would not allow you to live in your home through the night. Examples of emergencies include:

- A plumbing leak that requires water to the entire home to be shut off.
- Total loss of water (after checking with Water Company).
- Total loss of electricity (after checking with electric company).
- Total loss of heat when the outside temperature is below 45 degrees. Please note that loss of air conditioning is not an emergency, but service calls will be handled as quickly as possible.
- Gas leak - if you smell gas, you should leave immediately and call the gas company.
- Total sewage blockage or sewer backup. (Note: Stopped-up toilets are not considered an emergency and are almost always not covered under the builder's limited warranty agreement.)
- Water Heater – please note loss of hot water is not considered an emergency and will be handled accordingly by our warranty team as quickly as possible.

To ensure compliance with your warranty, please advise our Warranty Service Department as soon as possible regarding any emergency after-hours service.

Mechanical Trade Contacts

- + An emergency list of subcontractors was supplied for your property at your new home orientation. Please keep those important numbers in a readily accessible location for ease of reference should the need arise.

Storm and Natural Disasters: Occasionally, questions come up on damage caused by a storm or natural disaster. Damage caused in such situations is not covered under any builder's limited or extended warranty. Please contact your homeowner's insurance agent should your home sustain this type of damage.