

Sombra Homes Warranty Manual

A Guide for our New Home Buyers

**For warranty related questions please call 575-8976 or email
us at customerservice@sombrahomes.com**

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GENERAL INFORMATION

1. Contact Sombra Homes:

Sombra Homes Customer Service
11125 N. La Canada Dr., Suite 201
Oro Valley, AZ 85737
Office: (520) 575-8976 ext. 10
Fax: (520) 575-7075 Fax
E-mail: customerservice@sombrahomes.com

Business hours are 8:00 am – 4:30 pm Monday thru Friday

2. Homeowner contact information:

Upon move-in, please contact our Customer Service Department with your new home telephone number and any other related contact information. This information is kept confidential and shared only with our subcontractors for scheduling service requests.

3. Equipment manuals:

Please read all of the operating manuals and bulletins for your new equipment and appliances to understand their proper operation and the warranty terms that apply. We recommend that you complete all of the forms inserted in this book or that are attached to the equipment itself and mail them directly to the manufacturers. Please note that Sombra Homes does not warranty your kitchen appliances. The warranty is provided directly from the manufacturer. Therefore, warranty terms and conditions may vary.

WARRANTY STATEMENT

Sombra Homes warrants your home in accordance with the Arizona State Law standards, as governed by the Arizona Registrar of Contractors. Unless otherwise specified in this manual, manufactured items are warranted for one (1) year and workmanship for a period of two (2) years, both starting from the date you close on your home.

The warranty manual addresses the most common warranty items within your home. There are however items that may be more specific to your home that are not listed in the manual. Should you have any questions, please contact our Warranty Department for clarification.

We at Sombra Homes, Inc. stand behind our product; however, homeowners are responsible for performing and maintaining proper homeowner maintenance.

Sombra Homes is not responsible, and does not provide in it's warranty, those items that have been subject to lack of homeowner maintenance, neglect, modification, abnormal use or normal wear and tear.

If service is required, it is at the sole discretion of Sombra Homes to repair or replace the item.

ITEMS NOT COVERED UNDER WARRANTY

Items not covered under Sombra's Home Warranty include, but are not limited to:

1. Loss or damage due to explosion or by acts of God, including, but not limited to; fire, smoke, flood, water, driving rains, hail, lightning, high force winds, frost or freezing.
2. Items that have been subject to lack of homeowner maintenance, neglect, modification, abnormal use or normal wear and tear.
3. Failure by the homeowner to give prompt notice to Sombra Homes of any defects.
4. Any damage or loss that is due to the homeowner's failure to take appropriate action to minimize the effects as soon as possible.
5. Any defect caused by material or work supplied by anyone other than Sombra staff or Sombra contractors.
6. Sombra's responsibility on all manufactured surfaces is valid only if the damaged surface is reported to Sombra at the time of your final walk through inspection.
7. Cosmetic defects in driveways, curbs, walkways, patios, retaining walls, fences or garage floors.
8. Soil, salts and alkali build-up on concrete, stucco or pavement.
9. Soil minerals, wildlife or insects that may cause problems with any planted materials.
10. Dead plants, trees or other vegetation not reported within 90 days from your closing date.
11. Changes in the grading of the ground that do not comply with accepted grading practices.
12. Carpet pulls resulting from pulling or vacuuming over loose loops or fibers.

ITEMS COVERED UNDER WARRANTY

Items covered under Sombra's Home Warranty include, but are not limited to:

1. Termite protection:

Subterranean termites are very common in Arizona. All quality builders provide protection against infestation by arranging a termite treatment to the ground before a slab is poured. An additional treatment to apply the final barrier of protection is performed within one year of construction (once final grading is complete).

This barrier can be compromised if disturbed by activities such as additional landscaping, gardening, pools, brick or flagstone pavers, etc. If such activity is going to occur within 18 inches of the foundation, please contact Northwest Exterminating to reapply the proper chemicals in order to prevent voiding your warranty (you may be responsible for the additional treatment).

At closing, you will receive a warranty certificate showing that your home was pretreated for termites. This warranty is provided by Northwest Exterminating and is for a period of five (5) years from the date of the original treatment.

If you suspect the presence of termites within the five (5) year warranty period, please call Northwest Exterminating at (520) 888-5779.

2. Masonry and concrete:

Masonry and concrete are subject to a wide variety of stresses, strains, extreme temperature changes and settling, all of which can cause these products to expand and contract. Therefore, it is normal for some hairline cracking to appear. This does not affect the strength or the integrity of the structure.

3. Plumbing:

Drains

The warranty period for drain stoppage is one (1) year from your closing date, and only if the stoppage is due to workmanship.

Minor leaks

Leaks that arise within the fixtures are warranted one (1) year from your closing date. Leaks in the piping underneath the sink are covered for two (two) years from your closing date.

Fixture scratches

Sombra's responsibility on all manufactured surfaces is valid only if the damaged surface is reported to Sombra at the time of your final walk through inspection.

Clogged aerators

Clogged aerators are not covered under your Sombra Homes warranty.

4. Stucco:

Stucco is a cement-based product and like all cement products, it is subject to cracking. Minor cracking may appear even though all phases of application were correctly applied. This is due to shrinkage, weather, and temperature swings, which cause the structure to expand and contract.

Stucco cracks that exceed 1/16" (approx. the thickness of a dime), are covered under your warranty, however due to the amount of settling during the first year of occupancy, we request that you wait until your annual inspection to report these items. Stucco cracks less than 1/16" (approx. the thickness of a dime), are not covered under your warranty.

5. Roofing:

The warranty period on roof leaks is two (2) years from the date of closing.

6. Electrical:

The warranty period on your electrical system is two (2) years from the date of closing.

Never attempt to make any changes or modifications that involve the electrical system without proper knowledge or supervision. In addition, when penetrating into walls, especially near electrical panels, you must use extreme caution.

7. Heating and cooling:

Please note that it is a common occurrence for the furnace to emit a moderate to heavy amount of smoke on the initial use of your furnace system. This is due to dust, debris and other materials that settle on the furnace coils during both the construction process and periods of non-use burning off the coils. This could occur for several hours. It is important to keep the furnace on and let the process run its course. Occasionally the smoke will set off the smoke detectors. Open all of the doors, windows and turn on the ceiling fans to help disburse the smoke from the house.

Your warranty is as follows: One (1) year on all manufactured parts, two (2) years on workmanship. Deficiencies caused by malfunction of system equipment are subject to the terms of the manufacturer's warranty.

8. Sheetrock walls and ceilings:

Nail pops and settling cracks are the two main areas of service that may arise and are covered under your warranty. However, due to the amount of settling during the first year of occupancy, we request that you wait until your annual inspection to report these items.

The warranty period for nail pops, seam lines and other cracks is one (1) year from your closing date.

9. Doors:

The most common problem with doors, especially in Arizona, is sticking caused by seasonal swelling. This is common with all doors and is not covered under your warranty.

Adjustment of doors and weather stripping are covered for a period one (1) year from your closing date.

10. Countertops:

Laminate, granite, corian and marble

Sombra's responsibility on all manufactured surfaces is valid only if the damaged surface is reported to Sombra at the time of your final walk through inspection.

Ceramic tile

Minor cracking in the grout joints may appear due to expansion and contraction. Grout cracks in ceramic tile are covered for one (1) year from your final walk through inspection. However, we ask that you wait until your annual inspection to allow time for normal settling that occurs during the first year of occupancy.

11. Cabinets:

Sombra's responsibility on all manufactured surfaces is valid only if the damaged surface is reported to Sombra at the time of your final walk through inspection.

The warranty period for cabinet hardware is one (1) year from your closing date.

12. Ceramic tile floors

In the case of ceramic tile floors, minor cracking in the grout joints may appear due to expansion and contraction.

Sombra's responsibility on all manufactured surfaces is valid only if the damaged surface is reported to Sombra at the time of your final walk through inspection.

Grout cracks are warranted for a period of one (1) year from your closing date. If grout cracks do appear, we ask that you wait until your annual inspection to allow time for normal settling that occurs.

13. Glass, windows and mirrors:

Sombra's responsibility on all manufactured surfaces is valid only if the damaged surface is reported to Sombra at the time of your final walk through inspection.

14. Grading/drainage:

Per FHA and local governmental jurisdictions, your lot was carefully engineered and graded to ensure proper drainage of rain and irrigation water. Your property has been graded to drain water away from your house. The direction of the water flow is completely dependent upon the elevation of the property and of the subdivision engineering.

If heavy rain conditions prevail, it is sometimes impossible for all the water to saturate or flow from the lot. There is a possibility for water to stand for a short period of time. Please allow at least a 24 hour period for excess water to dissipate.

Rutting may occur during heavy rains and dirt or crushed rock may end up in the street or on the sidewalk. This is a normal occurrence and can be fixed by simply raking the dirt or crushed rock back from where it came.

It is important that in the process of additional landscaping, that the proper grade/drainage be maintained. A professional landscaper is usually aware of drainage requirements and will take them into consideration when landscaping your home. **For your protection, make sure they do so. If compromised, various warranties on your home could be voided.**

If you choose to landscape your back yard at a later date (or the front yard if it is not done during construction), and the landscaper feels the ground is not properly graded, please contact us immediately. If Sombra is not notified and the landscaper proceeds with this knowledge, your warranty will be void and the landscaper will assume any responsibility should future issues arise.

It is imperative that you maintain this grade. Failure to maintain drainage may cause serious structural failure to your home, water damage to interiors, or even financial liability to neighboring property.

Any alteration of established drainage shall be the responsibility of the homeowner and therefore relieves Sombra Homes, Inc. of all warranties related thereto.

15. Landscaping:

The landscaping placed on your property was installed in a healthy living condition. The warranty on all plants, trees and other vegetation are warranted for 90 days from your closing date. Dead plants reported after this 90 day period will not be covered under warranty. Dead plants because of freezing or under/over watering are not covered under warranty. Soil minerals, wildlife or insects that may cause problems with any planted materials are not covered under warranty.

16. Appliances:

The warranties on your appliances are provided by the manufacturer. Should you have any questions, or need service, please contact the appliance manufacturer directly.

Please read each warranty manual carefully to familiarize yourself with the coverage for each appliance. Although most appliance warranties are for one year, they vary by manufacturer.

Sombra's responsibility on all manufactured surfaces is valid only if the damaged surface is reported to Sombra at the time of your final walk through inspection.

17. Carpet:

The warranty period for your carpet depends on the manufacturer. If you feel you need service on your carpet, please contact our Customer Service Department. Please note that repairs will be made only if the manufacturer has determined there is a defect.

Workmanship defects are covered for a period of two (2) years from your closing date.

Pulls resulting from pulling or vacuuming over loose loops or fibers are not covered under warranty.

18. Lighting fixtures:

Fixture defects are covered for a period of six (6) months. Installation problems are covered for a period of one (1) year. Both periods beginning from the date you close on your home. There is no warranty on light bulbs.

SERVICE REQUESTS

After your closing date, Sales Agents and Building Superintendents do not handle warranty requests. Please contact our Customer Service Department.

1. Routine service requests (non-emergency):

Routine service requests must be called in, faxed or e-mailed to customerservice@sombrahomes.com.

Once a service request is received, it is routed to the appropriate subcontractor who, in turn, will contact you directly to schedule an appointment. While our subcontractors make every attempt to accommodate your schedule, we ask that you please be cooperative as services are performed Monday thru Friday during normal business hours only.

Please note that our subcontractors are authorized to perform only the service(s) we have directed on the service order and will not be able to add any items without prior approval from Sombra Homes.

Once the service call is complete, the subcontractor will ask you to sign the service order, which indicates that the work has been completed to your full satisfaction and that no further repair(s) are necessary. Please return this form to the subcontractor. They will return it to Sombra Homes for inclusion in your warranty file.

Any service or repair that does not fall under the items listed directly below under Emergency Service Requests is not considered an emergency.

2. Emergency service requests:

Items considered an emergency:

- a. Total stoppage of the plumbing or sewage system.
- b. A water leak that requires the water service to be shut off at the main valve to avoid damage to the building and/or furnishings.
- c. Complete loss of heating or cooling.
- d. Complete loss of electrical services (to your home only).
- e. Any gas leak – **Call Southwest Gas immediately at 889-7711.**

During regular business hours please telephone our office immediately at (520) 575-8976 ext. 18.

After hours, weekends or holidays, contact the subcontractor applicable to your home directly. **You must first attempt to contact the subcontractors listed below.** In the event you are unable to contact them, you may choose a contractor of your choice. If you do so, please note that you must pay them for the service and submit the invoice to Sombra Homes for reimbursement.

Plumbing:	Echhart's Lakeside Plumbing	(520) 777-7377
	Catalina Mechanical	(520) 745-3000
Heating/Cooling:	Riteway Ventilating	(520) 745-0660
	Russett Southwest	(520) 629-9676
Electrical:	Tucson Electric (TEP)	(520) 623-7711
	Trico Electric	(520) 744-2944
Gas:	Southwest Gas Co.	(520) 889-5600
Water:	Town of Oro Valley	(520) 229-5000
	City of Tucson	(520) 791-3242
	Saguaro Water	(520) 625-7811
Sewer:	Pima County	(520) 740-6500
	City of Tucson	(520) 791-3242

3. Annual inspection requests:

Sombra Homes will come out only once to perform your annual inspection. This inspection will take place one (1) year from your closing date.

When this time approaches, please contact Sombra Homes to schedule your inspection (it is not automatically scheduled). Request forms are included in you manual and may be mailed, faxed or e-mailed to customerservice@sombrahomes.com.

During your annual inspection, Sombra Homes will concentrate on these three areas only:

- a. Drywall cracks and nail pops due to settling of the house and/or materials.
- b. Stucco cracks more than 1/16th inch (approx. the thickness of a dime) due to the settling of the house and/or materials.
- c. Grout cracks due to settling of the house.

HOMEOWNER MAINTENANCE

Sombra Homes is not responsible and does not provide in its warranty, those items that have been subject to lack of homeowner maintenance, neglect, modification, abnormal use or normal wear and tear.

1. Roof:

If properly maintained, your roof will give you many years of good service.

Many of the roofs built in the Southwest, especially in Arizona, are “flat” roofs. A general complaint is that the roof holds water. The majority of the water on this type of roof should drain, however, do not be alarmed if some puddles remain. This is common and should evaporate within 24-48 hours.

If for any reason, you are on the roof please use extreme caution to not step on or damage flashing, vents, corners, and roof penetrations, as this will void your warranty.

After your warranty expires, it is recommended that you have a professional roofer periodically inspect your roof and reapply the roof coating every 2-5 years. This will help to preserve the life of the roof. Recommended homeowner maintenance includes:

- a. Annually sweep the roof surface and clean out the scuppers and/or rain gutters.
- b. Annually inspect all caps, vents and scuppers.
- c. Annually inspect the skylight lenses for cracking or gaps at the edges. Note that skylights can leak if the seal is broken. This typically happens at a corner or edge and can be repaired using a paintable silicone based caulk and paint.

2. Natural wood treatment and care:

The following is considered homeowner maintenance. For maximum longevity, it is recommended that you refinish these items every two (2) years.

- a. Doors and viga poles: sand, wipe clean and refinish.
- b. Rough sawn headers, beams, corbels, posts and rafters: Do not sand – use a wire brush to strip clean, and then refinish.

3. Caulking:

The following are considered homeowner maintenance items. For maximum longevity, it is recommended that you maintain these items on a yearly basis.

A. Glass block windows

B. Any place where two dis-similar materials meet (i.e. window frames to stucco, exposed wood to stucco, baseboards to drywall, countertops to drywall, etc.).

4. Heating and cooling:

It is the homeowner's responsibility to check on a regular basis and if necessary, clean the condensate line, empty the condensate pan and change the filters.

5. Windows:

Annual caulking is recommended.

To maintain proper mobility, a silicone lubricant in aerosol form is recommended, and is considered homeowner maintenance.

Keep window weeps clear of debris at all times.

Please note, the window manufacturer recommends that you do not put towels in window tracks to absorb water. Please allow the window tracks to drain on their own. If damage occurs as a result of the window not being able to properly drain from placing a towel in the tracks, your warranty will be void and you will be responsible for any charges that may occur.

HELPFUL HOUSEHOLD INFORMATION

1. **Fire extinguishers:**

Fire extinguishers are not provided by Sombra Homes, but we strongly recommend that all homes have them. Family members should be familiar with their location and operation. Have them checked by a professional annually to be sure they function properly and are fully charged. Contact your local fire district for further information.

2. **Emergency utility shut-off:**

It is recommended that each family member knows how to turn off the electricity, gas and water in the event of an emergency.

3. **Electrical:**

The electrical installation in your home is governed by a strict governmental electrical code and has been inspected by your county's inspector.

Generally, all of the wiring in your home is collected in the panel box located on the outside of your home near your electrical meter. Inside this box are circuit breakers that control the various circuits of power throughout your home. As a safety measure, these breakers have what is known as a "tripping" device. This protects from overloading or short-circuiting. If some type of electrical malfunction does occur, first check these breakers and verify that they are all in the "on" position before you request a service call. Familiarize yourself with the location and contents of the panel box and the location and reset operation of the GFI's. Please note that if a service call is made due to a tripped GFI/breaker, any service fee(s) that may incur will be the responsibility of the homeowner.

Never attempt to change or make modifications to the electrical system without proper knowledge or supervision. In addition, when penetrating into walls, especially near electrical panels, you must use extreme caution.

4. **Plumbing:**

Your plumbing has been professionally installed and if cared for properly, should require minimum maintenance for many years. The most important thing to know about your plumbing system is where the main water shut-off valve is located and where the various in house shut-off valves are. The main shut-off is generally located in the front of the house under the hose bib. Shut-off valves for toilets are under the water chamber of the toilet. For sinks it can be found under the sink itself.

To avoid unnecessary service calls, it is important for you to understand how a drain system works and how you are required to maintain it. Most drain stoppages are caused by accidental neglect or abuse. If this is found to be the cause, any service fee(s) will be the responsibility of the homeowner.

Minor leaks:

If a leak occurs, the most important thing is to find out the point of origin and turn off that particular water valve. In the event you cannot determine the source of the leak, shut off the main valve located under your front hose bib and contact our office immediately.

Clogged aerators:

Most faucets have a screened adapter at the water outlet end called an aerator. It is common for these aerators to collect small particles, especially when you first move in. Aerators can be cleaned by unscrewing them, rinsing and screwing them back in.

5. Framing:

Due to varying weather conditions throughout Arizona, wood products such as false viga poles, rough sawn beams and corbels will expand and contract, which could cause possible cracking. These cracks, although visible, are usually cosmetic and will not affect the strength or the integrity of the structure. Cracks of this nature are not covered under warranty. Should severe sagging or twisting of these items occur, please contact our office.

6. Finished surfaces (flooring, countertops, tubs, toilets, sinks, etc.):

It is recommended that you use a mild, non-abrasive cleaner.

7. Carpet:

Carpet must stay tightly stretched and securely attached to the tack strip at all perimeters as it was when it was installed in your home. Seams normally have some visibility. Textured carpets have more of an effect on seam visibility. Loop pile, loop pile Berber and dense velvet finishes will generally create more visible seams than other textures.

To remove loose loops or fibers, it is recommended that you carefully trim them with scissors. Do not pull or vacuum over loose loops or fibers. Pulls resulting from pulling or vacuuming over loose loops or fibers are not covered under warranty.

8. Fireplaces:

Do not build a fire directly on the fireplace brick and never burn trash in the fireplace. Never use kerosene, gasoline or any other highly explosive liquid to start a fire. Always make sure the fire is out when not present.

To check that the fireplace draws properly, open the damper and light a newspaper to see if the smoke is properly carried up the chimney. Hairline cracks in the brick refractory liner are common and no corrective action is necessary.

