

## A Homebuyer's Guide

to the Ball Homes Purchasing, Building & Warranty Process



  
**BallHomes**®

# TABLE OF CONTENTS

Introduction	2
Why Choose Ball Homes?	3
The Contract Process	5
Contract Process Checklist	7
Financing Arrangements	8
Loan Application Checklist	9
The Selections Process	10
Pre-Selection Appointment Checklist	12
Construction and Quality Assurance	14
Guide to Visiting the Construction Site	16
Pre-Drywall Orientation	17
The New Home Orientation	19
Closing and Moving In	23
Pre-Closing Checklist	24
Warranty Coverage and Service	26
Ball Homes Warranties	27
Warranty Exclusions	28
Performance Expectations	30
New Home Maintenance and Product Care	33
General Property Information	42
Thank You	44



# INTRODUCTION

**T**hank you for considering Ball Homes as your homebuilder. If you have already decided to purchase a Ball home, we appreciate your confidence. We have more than fifty years of experience at making dreams come true. Our goal during the construction process is to provide a high quality home, a stress-free building process, and a smooth transition during your move-in. After closing, our goal is to provide convenient, timely, and efficient warranty service to help you enjoy your new home and protect your investment. At all times, our greatest goal is to provide the best possible customer service.

In our experience, these goals are best met through good communication between the homebuyer and the builder. This manual is our first step in helping homebuyers to establish a good understanding of the purchasing and construction processes and form a clear expectation and appreciation of our standards, quality safeguards, and warranty protections.

The building process typically stretches over several months, and can be a very complex and exciting experience. This guide is organized in a generally chronological fashion, and will walk you through the processes of confirming that you have selected the right builder for your needs, signing a sales contract, selecting options and making final product and design specifications, watching the home take shape as construction progresses, participating in new homeowner orientations, closing on your new home and working with our warranty service department to maintain your investment.

We hope that this guide will prove to be a valuable resource throughout your Ball Homes experience. Please take time to read the entire guide now, and keep it handy for reference as you move through the process of becoming a new homeowner. We will be happy to assist you with questions or needs at any time.

*Please note that information and policies are subject to change without notice, as we are continually working to improve our processes and our homes.*



# WHY CHOOSE BALL HOMES?

As a consistent leader in Central Kentucky's homebuilding field, Ball Homes has built more than a thousand homes in a year, and has built thousands of homes in Kentucky neighborhoods. In the 1990's the company expanded its strong Lexington base into the surrounding communities of Versailles, Georgetown, Nicholasville, Winchester, Midway, Paris and Richmond, and most recently, Frankfort. In 1997, Ball Homes began building in the Louisville area, starting with nine lots in one neighborhood and growing rapidly to be one of Louisville's best-selling builders, constructing more than 240 homes a year. In 2011, Ball Homes re-entered the Knoxville, Tennessee market, with homes in Falcon Pointe and Silver Oak.

Ball Homes can be spotted all over the Lexington area. Current Lexington neighborhoods include Glasford, Bryant Oaks Villas and the Reserve at Bryant Oak, and the ongoing development of Chilesburg, Willow Bend, and Masterson Station. In Central Kentucky, Ball Homes can be found in Bradford Place, McClelland Springs, Adena Ridge, and Rocky Creek Farms in Georgetown, Hampton Ridge in Richmond, and Keene Crossing in Nicholasville. Ball Homes are also available in the Maples in Frankfort, and in four Versailles locations.

---

*An important step in selecting the right builder is finding one who offers a floorplan and location that meet your needs and budget while allowing enough choices to help you customize your home to suit your personal taste and lifestyle.*

---

In the Louisville area, Ball Homes has built in neighborhoods that include Wolf Trace, Adams Run, Copper Ridge, Worthington Place, Beckley Station, and the Polo Fields. Homes are now available in Cooper Farms, Washington Green, Flatrock Ridge, Chatham Park, Willow Springs, Cedar Glen, Cedar Meadows, Williamsgate and Oakwood.

Since 1998, Ball Homes has been ranked annually by *BUILDER Magazine* as one of the top 100 builders of single family homes in the nation. Ball Homes is a Registered Builder member of the local Home Builders Associations in the communities where we build. We are proud to promote homeownership and affordable housing in Kentucky and at the national level. Ball Homes has a long-standing interest in building Kentucky's future, and the company and its owners have been recognized often for their support of community-building initiatives and organizations.

Ball Homes is proud to build homes that offer high quality, good value and an excellent investment for the homeowner. We build in a variety of neighborhoods for a diverse group of people, many of whom are living in their second or third Ball home.

Ball Homes is what is commonly known in the building industry as a fixed-price production builder, which makes for a straightforward, low-stress building process. All of our home and option prices are clear-cut figures provided in advance. Since our prices are the same for every buyer, there are no negotiation hassles or hidden costs. Also, rather than building individually designed homes on scattered properties or on land owned by the customer, we specialize in a streamlined, cost-effective building process that allows the customer to personalize their new home from a wide selection of floorplans and amenities without sacrificing affordability, cost control, or quality.

Ball Homes offers a selected group of about seventy floorplans spread across a number of communities. Collectively, our group of floorplans has earned dozens of best of show awards in home shows and tours, and plans are added and updated frequently. Floorplans are available to suit almost any lifestyle, and most are designed with contemporary family needs in mind.

To help each buyer personalize their new home, we offer a wide selection of interior and exterior finishes and amenities that have a proven track record of quality and availability with our suppliers and tradespeople and have a reliable, reasonable pricing structure. We also offer a range of structural changes, usually being able to accommodate a request to add or move windows and doors, extend garages in depth, or add interior modifications such as French doors, decorative columns, and pass-through wall openings. Additional requests for structural changes are reviewed on a case-by-case basis.

One of our listing agents can discuss in more detail the range of available options and the types of customizations offered by Ball Homes, or homebuyers may wish to review a copy of *The Ball Homes Advantage*.

## The Ball Homes Quality Commitment

Ball Homes has a multi-faceted quality commitment that ensures a well-built home.

- Our homes are built to meet or exceed the building standards of the community and applicable federal standards. Our model homes are good examples of these standards.
- Our homes are built to the standards of the 2-10 Home Buyers Warranty company. A sample copy of the 2-10 Home Buyers Warranty explains acceptable construction and warranty practices and outlines tolerances and quality standards. This warranty, a third-party insured warranty, is purchased by Ball Homes on the homeowner's behalf at closing. The warranty agreements signed at closing obligate the homeowner, Ball Homes, and the 2-10 Home Buyers Warranty company to the written standards of quality, warranty performance, and homeowner maintenance as specified by the warranty program.
- All Ball Homes are Energy Smart Homes, which means we go above and beyond what's required to make sure that every new home we build is tightly constructed, well-insulated, and efficiently heated and cooled. Local building codes require a certain level of energy performance in new homes, but we don't stop there. We also go the extra mile by submitting each new home to an individualized energy analysis and a third-party inspection and certification of its energy efficient measures. We aren't satisfied until a home's energy efficiency is rated to perform 15% better than the current building code requires.
- Many of the products used in the construction of our homes are warranted by their manufacturers as described in the Warranty section of this manual, with specific coverage certificates and registration information presented at closing.
- Each homebuyer has the opportunity to attend a Pre-Drywall Orientation (PDO) prior to the installation of drywall in the home. The PDO offers the homebuyer a chance to meet with the builder to review construction to this point, answer questions, and verify the accuracy of specifications, both planned and already installed.
- Homeowner Orientations or walk-throughs are scheduled prior to closing for each home to give the homebuyer and builder a chance to formally review the property together, making notes of any final adjustments needed and providing useful information to the buyer about the use and care of the features and systems of the home.
- Ball Homes will make arrangements to accommodate those buyers who prefer to have an independent third party perform a final inspection (at the buyer's expense), within the parameters of the construction schedule.
- As part of its ongoing relationship with suppliers and tradespeople, Ball Homes investigates and evaluates new products that might be of interest to our customer base and often engages in small quantity trials of new products or methods before offering them to homebuyers.
- Ball Homes continually monitors the products and components used in the construction of our homes to identify and keep those that perform best and have the highest level of customer satisfaction.
- Ball Homes studies market trends to identify homebuyer preferences and uses its in-house design staff to keep our floorplans current with changing lifestyles.
- As a volume builder, Ball Homes is able to leverage its buying power and relationship with suppliers and contractors to keep costs low, resulting in a better value for the homebuyer's dollar.
- Due to our clearly defined scope of business, and our familiarity with the floorplans and products we offer, Ball Homes is able to offer consistent practices and methods. As opposed to the custom builder who must learn every home from the ground up, Ball Homes builds with the expertise of solid, long-term experience with our product.

Simply put, Ball Homes is able to leverage the resources of a large company to provide the best possible homebuying value, while still offering the individual attention of a small company and the depth of commitment of a family-owned and operated business.

# THE CONTRACT PROCESS

**B**all Homes uses a sales contract specifically designed to incorporate much of a standard purchase contract form, while also covering issues specific to newly constructed homes, builder policies, and option and specification selections. A handful of addenda accompany the contract, including certain disclosure forms required by real estate law, and any additional information pertinent to a particular neighborhood.

A note on agency and the terms used in this guide: in Central Kentucky, Louisville, and Knoxville, Ball Homes is represented by a select group of listing agents, who are affiliated with a local real estate brokerage in the area. These listing agents represent Ball Homes in every home sale. They can also serve as the buyer's agent, or coordinate with the buyer's own agent, who is commonly referred to in this guide as the selling agent. It should be noted that the use of the term "Builder", "Seller" or "Ball Homes" always refers to an actual employee of the builder, and not to the listing agent.

Due to the complex nature of the Selection and Design process for a new home, Ball Homes simplifies decision making by dividing the process into two major steps. The first deals with the selection of the right homesite and floorplan, and the second with the selection of floorplan options, interior and exterior finishes, and structural and mechanical changes and selections. When the major structural, framing, and plumbing decisions are made will vary somewhat from one division to another, based on what works best in that location. Local listing agents can discuss practices specific to each area.



The sales contract (also called an Offer to Purchase Contract) may be handled as a two-step process consisting of a Lot Reservation Agreement for a particular house style and homesite, followed by a complete Offer to Purchase Contract that includes all the options, upgrades, and changes made during the Selection and Design process. Alternatively, the process may begin with a basic Offer to Purchase contract, which identifies the house style, homesite, and whatever major structural options or changes are to be included in the early stages of construction. This contract is later amended to include all of the options and features chose by the buyer during the remainder of the Selection and Design process. Again, local listing agents can discuss practices specific to each area, including policies regarding requests for changes to selections already made, or other late changes.

With both the Lot Reservation Agreement and the Offer to Purchase Contract, an earnest money deposit is made at the time the homebuyer signs the Agreement or contract, to demonstrate good faith. The earnest money is typically one percent of the purchase price at the time of the agreement or contract.

The Lot Reservation or Offer to Purchase contract is prepared by the listing agent, signed by the homebuyer, and then submitted to Ball Homes for review and acceptance. Once the builder signs the contract, it becomes a legally binding document for both parties, and sets forth certain obligations for both parties as next steps in the process.



During the second phase of the contract process, the inclusion of the remaining options and selections in the contract, the builder prepares an Offer to Purchase Contract (if a Lot Reservation Agreement is in effect) or an amendment to an existing Offer to Purchase Contract, which reflects the options chosen by the homebuyer, and a total sales price. These documents are forwarded to the listing agent to be reviewed with the homebuyer and signed.

---

*Who is my contact person?*

*This guide typically refers questions to your listing agent, the agent representing Ball Homes (and often the buyer). We do this because they have the most training, experience, and information when it comes to our homes.*

*If you are working with another agent who coordinates with our listing agent on the sale, please talk to your own agent about the best way to handle questions. Some agents prefer to always be involved as your intermediary, and take your questions to your listing agent.*

---

The following page is a checklist of items Ball Homes suggests all homebuyers investigate before signing a sales contract. Once these steps are completed, homebuyers should have a good idea of what to expect and a clear frame of reference for watching the construction of the new home proceed. The listing agent and the builder will also have the assurance that the homebuyer has all the tools needed to make an informed decision about the new home purchase.



## Contract Process Checklist

- Talk to your agent or a prospective lender about financing options and make sure the house you select meets your budget needs.
- At the time of Lot Reservation or Purchase Contract, a preapproval letter from your chosen lender will be required, or evidence of funds for a cash purchase.
- Select a floorplan that meets your needs and confirm that desired structural changes are available.
- Select a homesite that has been determined by the builder to be suitable for your floorplan (your listing agent can assist with this) and physically walk the homesite. Floorplans may be reversed on some homesites depending on site conditions, so ask your listing agent about the predesignated “handing” of the house on the lot. Take note of manholes, water drainage or utility features, current zoning of adjacent properties, building lines, easements, and views of construction that may be completed on nearby lots. *Louisville area homebuyers will complete a Homesite Review Acknowledgement with their listing agent.*
- Review the subdivision plat (a map of the lots with detailed information) and make sure you understand the location and purpose of any easements, building lines, or other features or notes that affect your homesite.
- If there are existing trees or shrubs on the homesite, talk to your listing agent about whether or not they may be removed during construction, and if they are protected by local ordinances.
- Many lots may appear flat or sloping with no construction work started, then appear quite different when a house is built. If you have specific preferences about the slope of your driveway or yard, discuss them with your listing agent so that he or she can help you select a homesite likely to meet your needs.
- Review a copy of the Covenants or Restrictions for the neighborhood, which may contain restrictions concerning fencing, mailboxes, signage, parking, detached buildings, and other uses or features of the property. Make sure they are compatible with your vision of a neighborhood in which you will be comfortable.
- Ask your listing agent for information about any Homeowners Associations and possible association dues, voluntary or mandatory, and any optional or included club memberships that may apply to the neighborhood.
- Ask your agent for an approximate time frame for completing the house (since a closing date will not be assigned until later in the process, this should be a general estimate based on the builder’s current commitments).
- Visit several model homes to familiarize yourself with our construction techniques and amenities, and feel free to ask your agent any questions.
- Review a sample copy of our insured warranty, the 2-10 Home Buyers Warranty, available from your listing agent.
- If you have a home you plan to sell in order to purchase a new one, ask your listing agent for information on the builder’s policy on contingency contracts.
- If you plan to make many custom changes to our floorplan, please talk to a listing agent about expectations and timelines for custom design and pricing.
- If you are considering purchasing a field model or market home (a home already under construction), ask the listing agent to review what option and color selections have been predetermined and what you will be able to choose, and if choices are subject to a deadline.



# FINANCING ARRANGEMENTS

**M**aking financing arrangements for the purchase is an ongoing process that starts before the homebuyer signs the sales contract.

Some buyers are able to make the purchase a cash transaction, and no financing is involved. If that is the case, the builder will request verification of the availability of funds for the balance of the purchase price, since in other transactions the builder relies on the mortgage lender to vouch for the ability of the buyers to complete the purchase.

For most buyers, purchasing a new home will involve taking on a mortgage. Some homebuyers prefer to complete most or all of the loan approval process before signing a sales contract, so that they can have the assurance that they have financing available. Others are comfortable beginning the purchase process based on calculations with their agent or a lender that “pre-qualifies” them for a particular price range of home. Ball Homes does require documentation of loan pre-approval by a lender prior to accepting a sales contract.

The terms of the contract also specify that buyers proceed diligently with the process of obtaining loan approval. The contract requires evidence of loan approval subject only to satisfactory appraisal sixty days after the contract acceptance date, so that everyone can be assured that the financing arrangements are complete. Our listing agent will request periodic updates on the loan process during the financial process.

Working with the chosen lender toward final loan approval is a process that takes place simultaneously with the selections and construction process. It is important to keep things moving in a timely fashion and to keep Ball Homes advised of any significant changes in lender, loan type or approval status.

Helpful tips and explanations of financing terms and processes are available on-line at [www.fanniemae.com](http://www.fanniemae.com) for buyers who are unfamiliar with the process of purchasing a new home.

The following checklist includes information that may be required by the lender to process the mortgage. Some items listed may not apply every homebuyer, and some lenders may require other documents.

# Loan Application Checklist

## Personal and Purchase Documentation Typically Required

- A copy of your completed sales contract (Offer to Purchase Contract), and copies of any subsequent updates to it (This may also be supplied after a pre-approval when the pre-approval is obtained prior to a contract.)
- A copy of a social security number and driver's license for each borrower
- Addresses of last two years' residences. If renting, name, address, and telephone number of landlord
- Any applicable divorce decrees or separation agreements
- Any applicable trust agreement
- Names, addresses, and phone numbers for all employers for the last two years

## Information Typically Required on Income to be Considered

- Pay stubs covering the last 30 days
- Copies of the last two years' W-2's
- Names, addresses and phone numbers for all employers for the last two years
- If self-employed or paid in commissions, copies of last two years of tax returns with all schedules. A year-to-date profit and loss for current year, signed by an accountant, may also be required.
- Documentation of any alimony or child support income that is to be considered for the loan.

## Information Typically Required on Property Currently Owned

- If you own rental property, a copy of a current lease agreement may be needed to offset that liability.
- A market value estimate of your current home or other property

## Information Typically Required on Assets to be Considered

- Two consecutive monthly bank statements. Quarterly statements for 401K, stock and investment accounts, etc.



Walden Mortgage Group

Walden Mortgage offers on-line application service at  
[www.waldenmg.com](http://www.waldenmg.com)



# THE SELECTIONS PROCESS

Many people find the selections process to be one of the most fun and relaxing parts of the homebuying experience. It is certainly the time when the home starts to come together in a tangible way, and when the future homeowner gets to put a personal stamp on the specifications. Making selections is the next step after contract acceptance and loan application, and is usually completed about two or three weeks after the contract is accepted by Ball Homes. At the very latest, the sales contract requires that selections be completed within four weeks of a lot reservation or 45 days of an accepted contract, thus ensuring the builder's ability to move forward with construction of the home as committed in the sales contract.

---

*Customer Relations at Ball Homes will contact each homebuyer to schedule a selections appointment as soon as the contract is accepted.*

---

Some homebuyers like to have their agent accompany them to their selection appointment, but most are comfortable on their own. In general, we've found that more than three to a party can get a bit crowded for the job and space at hand. We've also noticed that homebuyers who have young children have a better experience when they arrange off-site childcare in advance.

Almost all the selections for the home can be seen in the selection and design center located in the Ball Homes office. Major fixtures like tubs, showers and fireplaces are showcased in a variety of model homes, but just about everything else – cabinetry, brick, shingles, window colors, vinyl siding, shutters, ceramic tile, plank, carpet, vinyl flooring, fireplace hearth and surround finishes, paint colors and countertops – are displayed in our selection and design centers in manageable samples that can be grouped together to predict and compare effects. Other products, such as optional cabinet layouts, upgraded kitchen sinks, and pedestal sinks are represented in color brochures and catalogs. A catalog of included appliances and available appliance upgrades and options is reviewed at the selection appointment, and buyers who wish to explore more options can schedule an appointment with our appliance provider. Lighting packages and possible upgrades may be reviewed with our local lighting supplier in their lighting showroom.

---

*Ball Homes selection appointments are scheduled Monday through Friday during business hours. Most appointments take two to three hours to complete.*

---

Some options of an extremely custom nature may require a non-refundable prepayment or deposit, due at the time they are added to the contract, or upon satisfaction of any contingency to sell.



In a matter of about two to three hours, most homes can be fully personalized and specifications finalized. All the selections will be entered into our database system and specification documents will be printed for the homebuyer's review and signature. This signifies that he/she has selected and approved all the specifications described in these documents. After an offer to purchase contract or an amended contract has been signed, we'll use this information to generate building plans for the home, order materials, and schedule services. Because of this, any changes beyond this point will incur a service fee of at

least \$200 per item, and many types of changes will not be possible. Questions about possible changes should be addressed to the selections coordinator, which can be done via the homebuyer's agents if more convenient.

## Appliance Review

Homebuyers can review a comprehensive catalog of appliance options offered through Ball Homes during the selection meeting. While scheduling the selection appointment, Ball Homes will also schedule an appointment for the homebuyers to meet with the appliance supplier to review available appliance upgrades, unless the buyers prefer to stay with the included appliance package. Upgrades to ranges and dishwashers are priced to include credit for the standard appliance provided by Ball Homes, and additional appliances are available as well. Our supplier will forward the information about selected appliances to the selections staff at Ball Homes, who will include them with the other selections to be added to the offer to purchase contract.

Payment for appliance upgrades and/or additional appliances selected from the offered line may be added to the sales price and included in the amended contract, or the buyer may prefer to pay the supplier directly. Payments made directly to the supplier will not be refunded by Ball Homes in the event the homebuyer does not close on the new home. Upgrades or selections from manufacturers other than the builder's chosen line are not available throughout the builder, but can be purchased directly from the supplier.

Appliances are delivered to the home in two or three stages, called “drops”, in order to minimize the possibility of damage or theft. The dishwasher and disposal are installed first, followed by any optional microwave purchased, and then by the range and any optional refrigerator, washer, dryer, or freezer in a third delivery on the day of closing. Any additional appliances (washers, dryers, refrigerators, or freezers) purchased directly from the supplier will be delivered after the closing.

## Lighting Review

An appointment for the homebuyer to review the included lighting package and available fixture options is also scheduled when Ball Homes schedules the selections and appliance review appointments. Buyers who do not wish to review the lighting package have the option to waive that review and request the included package be installed.

Since the purpose of the lighting review is to review and select fixtures, and not to make wiring alterations, it is important that any additional or changed electrical openings be addressed and paid for by the completion of the Ball Homes selection appointment. For example, if a homebuyer wishes to change surface mounted lights to recessed lights, or add sconce lights (wall-mounted, as opposed to ceiling mounted), or add ceiling fans, the electrical openings for these lights must be specified during Ball Homes selections, so that the appropriate wiring will be ready when the fixtures are installed.

At the appointment, the homebuyers can review the lighting package that is included with the home and choose any desired upgrades. Although some standard fixtures may be deleted if the buyer owns or plans to purchase a special fixture not available at the supplier (for installation after closing), a minimal fixture is required at every lighting opening in order to satisfy the electrical inspection requirements. If any upgrades are chosen, credit for the standard fixture will be applied by the supplier toward the total of the order. The supplier can not issue a credit or payment to the buyer if the lighting selected is valued at a lower amount than the standard package. If any upgrades are chosen, credit for the standard fixture will be applied by the supplier toward the total of the order. Any amount due (called an “overage”) up to \$1500 maybe added to the sales contract with the other selections. Money paid directly to the supplier will not be refunded by Ball Homes in the event that the homebuyer does not close on the home.

If any questions arise during construction about lighting, please address your question to your Ball Homes selection agent or to your agent, who will then take the appropriate steps to address your question.

Some research ahead of time can help make the most of the Ball Homes selection and design center appointments. The checklist below has suggestions for preparation.

## Pre-Selection Appointment Checklist

- Visit several model homes and make note of colors or products you especially like.
- Think about where you will be placing furniture in rooms and where you will want to locate telephone and cable connections. If you need to sketch on a copy of the floorplan, you can print these from our website, [www.ballhomes.com](http://www.ballhomes.com), or get extra copies from a model home.
- Arrange any necessary childcare in advance. We respect the desire to include children in the excitement of planning a new home, but we often find that dividing attention between childcare and the selections process makes the event less enjoyable for parents.
- If there is a fabric sample or sofa cushion that you would like to compare to our flooring, paint or other samples, please feel free to bring it along.



## The Final Contract Amendment

Following the selection and design appointment and the appliance and lighting review, the sales contract is prepared or amended by Ball Homes to include any available upgrades or changes not included in the original purchase contract, including any lighting or appliance upgrades that the buyer does not pay directly. Any non-refundable prepayments or deposits required for customized changes are also included in the contract at that time.<sup>1</sup> Ball Homes will send the listing agent amended contract documents and closing date addendum (as described below) for review and signatures.

## Assigning the Closing Date

With the final contract or contract amendment prepared, Ball Homes will assign a completion date for the home, taking into account needed construction time and existing commitments in the neighborhood. The closing date, as well as any applicable contingency dates related to the sale of a homebuyer's current property, are entered into an addendum to the contract. As a safeguard for the buyer who must make the commitment to purchase without knowing a closing date, there is an opportunity for the buyer to reject the date assigned if it is not workable, and to void the sales contract without penalty if desired at this time. If the contract is contingent on the sale of the buyer's current home, the assignment of the close date is deferred until the contingency is satisfied or otherwise resolved.

The closing date, as explained in the associated contract addendum, should be treated as an estimate that assumes reasonable weather conditions and no interruptions in supply or labor sources, or delays in obtaining inspections. Within about sixty days of the closing date Ball Homes will reconfirm the schedule and advise the listing agent of any changes. In general, any questions about closing dates should be addressed to the listing agent, who will follow up as needed.



<sup>1</sup> Ball Homes is legally required to disclose the total sales price of the property at closing, so any amounts paid outside of contract to Ball Homes for options (not for any late fees) must also be reflected in the total contract price, with credit given to the homebuyer at closing for the pre-payments.



# CONSTRUCTION AND QUALITY ASSURANCE

## Scheduling

There are four basic factors that govern the rate of construction on a home: the completion of selections by the buyer, the removal or satisfaction of any applicable contingency to sell a current home, the site and weather conditions that impact construction, and the availability of labor and materials as construction progresses.

The first factor, completion of selections, controls when the closing date will be assigned, as closing dates are determined once the buyer has completed the process of making all option and product selections and completing the corresponding paperwork and/or payments. Similarly, changes that may be approved after the selections are complete can stop or delay construction.

---

*Closing dates are assigned as selections for homes are completed, and the dates are then reviewed and confirmed as construction nears completion.*

---

The second factor is the presence of any contingency to sell a home, which effectively places the house on hold until it is satisfied or expires, or is otherwise resolved.

Once the closing date has been determined, the second factor comes into play. The earliest stage of the physical process, installing the foundation, is the one most vulnerable to weather delays (such as too much mud, too much snow, frozen ground, extra site work required). For that reason, we try to start the process of permitting, surveying, excavating, and foundation work as soon as possible. This allows us to take advantage of good weather conditions to complete the foundation of a home without being restricted by the ultimate sequence of closing dates. We may then

stop work on the home after the foundation is installed, while the other factors involved in scheduling take effect.

The third element governing completion schedules is the availability of the needed labor, materials, and inspections. In general, we are able to advance order and schedule in a manner that avoids any delays. However, an occasional unforeseen shortage or slowdown does occur and may affect the completion date of a home. It is also possible that a delay can occur when trying to obtain an inspection by local officials that is required before the next stage of construction can begin. A late change to the specifications may also cause a delay as materials may need to be ordered later than normal.

In general, work is also scheduled to allow homes with earlier completion dates to take priority when planning workflow. This is not to say that work done on one home will have an effect on how quickly we build another. It just means that each closing date is a separate commitment to an individual customer, and that date is assigned with an understanding of the scheduling for the neighborhood as a whole.

In other words, the sequence in which foundations are constructed may not reflect the sequence of closing dates. However, the order in which we begin framing and the remainder of construction generally coincides with the closing date sequence, barring specific delays that may occasionally affect a particular home.

Closing dates are assigned and made part of the contract with the completion of selections and the satisfaction of any contingency to sell contract amendment. They are then reviewed for accuracy by Ball Homes on a regular basis. The listing agent is responsible for keeping the homebuyer advised of any change to the closing date.

---

*You should expect to see days when it may appear that no work is being done on your home. The construction schedule allows for pauses while inspections are obtained and quality checks are performed, and while contractors handle multiple obligations. Waiting out a certain amount of unfavorable weather is also assumed by the schedule. Finally, much of the permitting, purchasing, and preparation happens behind the scenes or off the job site.*

---

## Visiting the Job Site

How often a homebuyer visits the construction site may depend on the buyer's schedule, proximity to the neighborhood, and level of curiosity about the construction process. Regardless, we understand the homebuyer is an important part of this very exciting experience, and that many customers may want to share the experience with family and friends. We also recognize that the homebuyer shares our goal of a high quality home that is built to the correct specifications, and that the homebuyer's eye is a valuable addition to our own extensive system of specifications checks and quality controls.

There are three scheduled occasions for a formal meeting with the homebuyer to review construction on the home. These are the Pre-Drywall Orientation, New Home Orientation and the New Home Orientation Signoff, and they are covered in more detail later in this section.

## Correction Requests

Ball Homes also has a formal mechanism to provide a written record of any homebuyer concerns or questions during construction and a response from the builder. This is called the Correction Request. If, at any time, the buyer has a question or concern about the accuracy of the specifications or the construction of the home, we ask that he/she contact the selections coordinator or Ball Homes listing agent and ask that a written Correction Request be created. The Correction Request will be forwarded to a construction supervisor for review and response, and returned to the selections coordinator. The person who was first contacted by the homebuyer communicates the reply to the homebuyer, and all information is recorded in our files.

If a question or concern arises during a visit to the job site, it is important to follow the Correction Request process for a number of reasons. First, communicating with the listing agent or selections coordinator rather than with on-site personnel (who may or may not have the ability to address the situation) ensures that the message will reach the appropriate people for proper action. Second, the written aspect of this process provides accurate communication and recordkeeping for everyone involved. Third, we find that Correction Requests are a valuable quality control tool, as they are routinely reviewed by several people in our company. This helps us identify areas where additional communication or training might be helpful, and helps us spot and eliminate glitches in the construction process to achieve a higher level of customer satisfaction.

## Safety Concerns

During any informal visits to the construction site that the homebuyer may wish to make, we suggest observing our guidelines for a safe and productive experience, as outlined in the checklist on the following page.

---

*It is important to remember that items described on Correction Requests may not receive an immediate repair. Some damaged items which may need to be replaced late in the construction process so as to avoid repeated damage during construction. Other items may be corrected as part of our normal "punch list" process when finishing up one stage of construction and preparing for the next. Bringing in a contractor just one time to perform a group of tasks allows us to work more efficiently than could be done if each request was addressed as it arrived. Correction Requests provide the necessary documentation and communication required to ensure clear expectations about what corrections are appropriate.*

---

## Guide to Visiting the Construction Site

- For their safety, children under the age of 13 and pets are not permitted on the job site.
- Be aware of hazards on the site and take responsibility for your own safety and that of any guest who accompanies you. Be aware that your sales contract includes a waiver of responsibility on the part of Ball Homes for any injury you or a guest may incur on the job site. Exercise caution and common sense.
- Try not to interrupt or hamper the work of anyone active on the job site. We all benefit from the ability of our crews to work quickly and efficiently.
- Relay any questions or concerns to your listing agent rather than to on-site personnel, who may not be equipped to assist you.
- Please feel free to introduce yourself to the job superintendent, but in general try to remember that he will be present at your scheduled orientations and that at other times your listing agent should be your primary contact for day-to-day questions.
- Remember that we perform detailed quality control checks on a regular basis, as well as observing local inspection requirements, so you can have confidence that we will make necessary adjustments as part of the construction process.
- Respect the homes of others when visiting the neighborhood, and accord them the same consideration as you would your own, especially if you have occasion to enter a home after the flooring has been installed. We ask that all visitors and workers remove shoes after flooring is installed in a home.
- Remember that your home will be secured as soon as construction permits to guard against possible vandalism, theft, or unauthorized traffic. Once this happens, arrangements to enter the home must be made through the listing agent, who has a key to access the property.



## Making Changes During Construction

Much of the work that goes into the construction of a new home, such as design, ordering, scheduling, and securing required approvals, happens off the job site. This sometimes makes it difficult for a homebuyer to understand why changes to items already selected are highly restricted, even though the items are not yet installed. The written change policy reviewed with homebuyers at the selections meeting establishes the guidelines for change availability.

Eventhough work on the job site may seem relatively simple, the flow of information surrounding the construction of each new home is complex and detailed. When selections are completed, construction specifications go to field personnel, subcontractors, and suppliers, as well as to our own office staff who are part of the ordering and purchasing process. Many items are ordered well in advance so that our suppliers can keep their stock current and available. A particular option or change may appear in the paperwork of several contractors, and on multiple sets of the construction plans for the house. Many processes are automated, and some occur far from the construction site, as some products used in the home are prepped or assembled off-site. Due to advance ordering and distribution of information to suppliers, subcontractors, and field personnel, some changes are not possible, and those that are possible are subject to service charges.

A late change is defined as any change made after the completion of the selections amendment to the contract (or the Offer to Purchase Contract, if working from a Lot Reservation Agreement), and the selections coordinator determines the availability of late changes. Questions about late changes may be addressed directly to the selections coordinator or through the listing agent.

## The Pre-Drywall Orientation

While the Pre-Drywall Orientation (PDO) is not mandatory, most homebuyers welcome the experience and arrange to attend. As the name suggests, the PDO takes place after the house is framed and the mechanical systems are complete, but before drywall is installed. The house may or may not be insulated, but if scheduling constraints allow it, we do prefer that insulation be complete.

The PDO is our opportunity to review the structural, mechanical, and energy-related features of the home with the buyer. We also review and verify the remaining specifications for the home. The PDO concludes with an introductory discussion of closing and warranty procedures and a review of any remaining questions that the homebuyers might have.

We try to provide as much lead time for scheduling as possible, but due to the complexity of scheduling the related work crews and inspectors in the same window of time, notice is necessarily limited. For similar reasons, we cannot halt construction to postpone a PDO for a scheduling problem. If a homebuyer cannot attend a PDO, construction will continue without one. A copy of the form completed at the PDO is included here for reference. PDO's are scheduled for morning to mid-afternoon during the week, and a few days to a week is a typical led time for scheduling, depending on the area.

Once the PDO has confirmed that the structural and mechanical construction of the home is complete and correct, drywall is hung and the installation of the interior finishes begins. The next scheduled meeting to review construction will be the New Home Orientation.

---

*Buyers can avoid late change fees or disappointment over an unavailable change by inquiring about options before selections are complete, and by carefully considering choices.*

---

---

*The Pre-Drywall Orientation is an important milestone in our quality assurance program.*

---

# Ball Homes Pre-Drywall Orientation Form



## Pre-Drywall Orientation Checklist

<b>Customer:</b>		<b>Job:</b>		<b>Date &amp; Time:</b>	
<b>Design &amp; Construction Coordinator:</b>					
<b>Home Site and Home Exterior Review</b>					
	Confirm patio/deck size and any steps				
	Approximate lot lines, grading, and drainage				
<b>Garage</b>					
	Ceiling finish (textured)				
<b>Room-by-Room Review of Framing, Wiring and Interior Finishes</b>					
	Describe TJI floor system with floor nailed and screwed.				
	Review ceiling finish (textured unless upgraded to smooth).				
	Review purpose and locations of switches, switched plugs by room.				
	Review locations of added or changed lighting openings or added outlets.				
	Identify/Confirm number of phone jacks and cable outlet locations per wall copies.				
	Identify thermostat and chime locations.				
	Note icemaker line location.				
	Review insulation: batts and blown-in, plate seal, and poly wrap for infiltration and moisture barrier, Tyvek (where applicable).				
<b>Other Mechanicals</b>					
	Location of unit(s), condensation pan, line & float switch, attic access size and location and included walkway/light in attic.				
	Note washer box and dryer vent locations and functions, washer pans (where applicable).				
<b>Fireplace Option (if applicable)</b>					
	Describe finish materials (hearth, surround, bump out, wainscot, gas line/logs) as selected.				
<b>Basement (if applicable)</b>					
	Identify locations of optional plumbing roughs, HVAC, any sump or lift pump.				
<b>Future Actions</b>					
	Review wall copies for accurate completion of home.				
	Check for any late changes not accounted for on wall copies and verify with office.				
	Advise buyer that house will be locked as construction progresses.				
	Review policy on warranty exclusions where add-ons installed after closing or out of contract.				
	Review policy against third party work unless approved in writing (excluding brick detail, where applicable).				
	Is there to be 3rd party wiring?    Yes    No				
	Closing date confirmations or move-ups done through agent and only after drywall has been hung.				
	Discuss building inspection timeline.				
<b>Notes &amp; Other Concerns:</b>					
We have reviewed the above items and asked any questions, and understand that all information provided is in the best judgment of Ball Homes at this time and is subject to change. Any items not consistent with our expectations have been addressed and resolved and any such resolution documented above.					
Purchaser		Date		Purchaser	
Superintendent		Date			
Copies: Original to PDO Coordinator, Copy to Buyer File					



## The New Home Orientation

The New Home Orientation (NHO) is the first step in a two-part education and quality review process that is also commonly referred to as the “walk-through,” or the “first and final walks”. This is an opportunity for the superintendent and homebuyer to meet and review the home together, as it nears completion. The NHO or walk-through has several purposes, including homebuyer education and quality inspection. At this meeting, a thorough checklist is used to review and inspect various aspects of the home, and a list of any incomplete items is compiled.

Emphasis is placed on close inspection of surfaces and fixtures, to confirm that all materials are in new condition and undamaged. Since the wear and tear that begins with moving into a new home and continues with everyday living often causes scratches, dings, and dents, it is important to check for such damage before closing. Naturally, the damages that occur after closing are not covered by the builder’s warranty.

### Scheduling

As the first step in the process, the NHO or walk-through takes place up to two weeks prior to closing. As the house nears completion, the walk-through coordinator or listing agent will call to schedule the NHO/walk-through. The NHO/walk-through can be held between 8:00 and 2:00 pm, Monday through Friday. It typically lasts about an hour to an hour and a half.

### The New Home Orientation Sign Off

The New Home Orientation Sign Off, also called the final walk, is a brief meeting for the purpose of reviewing and documenting the completion of any items that were identified at the NHO or walk-through. Homebuyers may also perform a final check to ensure that all surface and materials are free of damage. It typically takes place on the day of closing, but not more than two days prior to closing. The meeting usually lasts 20 to 40 minutes, and is typically scheduled at the same time that the appointment for the NHO or walk-through is set.



### The Moving In Agreement

It is our goal to complete any outstanding items before closing. In the event that there are any unfinished items (usually due to backordered materials or a weather-related delay), those are noted and attached to a Moving In Agreement at closing. With the execution of the Moving-In Agreement at closing, the buyer is signifying that they have examined and are approving the condition of the house, with the exception of any items noted on the agreement.

The NHO documents and the Moving-In Agreement do not affect or limit a buyer’s warranty coverage for any service that may become necessary during the warranty period. They do represent the buyer’s approval of the home in terms of general workmanship, his or her acknowledgement that the property has been completed according to chosen specifications, his or her acceptance of the overall contours of the yard, and his or her acknowledgement of the existence of any mechanical features such as junction boxes, manhole covers, and storm water drainage facilities on the property.

The Moving-In Agreement will also stipulate that the buyer has inspected all products and surfaces and found them in new and undamaged condition. This is important because our warranties do not cover wear and tear such as scratched or stained surfaces, (unless they are the direct result of a condition covered by warranty).

The forms completed at the NHO and NHO Sign-Off are reproduced later in this section of the guide.



## What to Expect During the NHO

- About 15 days prior to closing, as the house nears completion, the Walk-through Coordinator or listing agent will call to schedule both the NHO and the NHO Sign Off meetings.
- The first meeting takes place about 5 days to two weeks before closing and lasts 1 to 1½ hours. The final one takes place on the day of closing and lasts 20 - 40 minutes.
- The superintendent will review the special features of the home and demonstrate them as needed. For example, thermostats, tilt sash windows, and fireplace dampers will be explained.
- The NHO is a final check that the options and specifications for your home have been properly included.
- Using a detailed set of inspection forms that provide a point-by-point checklist, your home will be reviewed room by room and externally to ensure that it meets quality standards and that items such as window screens, floor coverings, and countertops are in new condition and undamaged. The latter is particularly important because damage to (as opposed to defects in) such items is not covered under warranty, as care and protection of such items becomes the homeowner's responsibility upon closing.
- Any discrepancies in quality standards, accuracy of specifications, or customer satisfaction will be addressed. If possible, they will be corrected during the NHO. Any remaining discrepancies will be noted in writing on the NHO forms and a resolution planned.
- Please note that any third party inspections should be completed separate from the NHO (and not less than ten days prior to closing) to avoid distractions from the orientation.
- Due to time and space limitations, we do not recommend inviting friends or family to view the home during the NHO meeting, as this is a time for the buyer and the builder to meet privately and focus on the orientation.
- Your superintendent will provide a review of warranty policy and procedures, with an opportunity for homebuyer questions to be answered.
- The NHO forms completed as the house was inspected are reviewed and signed by homebuyers, giving both parties a written confirmation of acceptability and a record of any unresolved discrepancies.
- If not already scheduled by the Walk-through Coordinator, the NHO Sign Off meeting is scheduled at the conclusion of the NHO, with about one week normally between the two walk-throughs.

---

*The New Home Orientation is also commonly referred to as a walk-through, or sometimes as the "first walk" and "final walk." Local real estate terminology varies.*

---



# New Home Orientation Checklist Forms

**NEW HOME ORIENTATION CHECKLIST** 1 of 5

Mark box with an "X" on appropriate walk-through if item needs attention

		Comments	Final	Office
<b>Kitchen</b>				
Appliances (test)	<input checked="" type="checkbox"/>			
Dishwasher overflow	<input type="checkbox"/>			
Appliance Manuals	<input type="checkbox"/>			
Backsplash	<input type="checkbox"/>			
Cabinets	<input type="checkbox"/>			
Countertop	<input type="checkbox"/>			
Doors	<input type="checkbox"/>			
Flooring	<input type="checkbox"/>			
Lights	<input type="checkbox"/>			
Miscellaneous	<input type="checkbox"/>			
Outlets (GFI)	<input type="checkbox"/>			
Pantry	<input type="checkbox"/>			
Sink	<input type="checkbox"/>			
Windows (easy tilt)	<input type="checkbox"/>			
<b>Bfast/Family Room</b>				
Doors	<input type="checkbox"/>			
Electrical	<input type="checkbox"/>			
Fireplace & Accessories	<input type="checkbox"/>			
Flooring	<input type="checkbox"/>			
Lights	<input type="checkbox"/>			
Miscellaneous	<input type="checkbox"/>			
Windows (easy tilt)	<input type="checkbox"/>			
<b>Utility Room</b>				
Main water shut off	<input type="checkbox"/>			
Main gas shut off	<input type="checkbox"/>			
Gas fresh air vents	<input type="checkbox"/>			
WD connection	<input type="checkbox"/>			
Miscellaneous	<input type="checkbox"/>			
<b>Dining Room</b>				
Doors	<input type="checkbox"/>			
Electrical	<input type="checkbox"/>			
Flooring	<input type="checkbox"/>			
Lights	<input type="checkbox"/>			
Windows (easy tilt)	<input type="checkbox"/>			
Miscellaneous	<input type="checkbox"/>			
Miscellaneous	<input type="checkbox"/>			
Miscellaneous	<input type="checkbox"/>			

INITIAL W/T DATE: \_\_\_\_\_ JOB #: \_\_\_\_\_ FINAL W/T DATE: \_\_\_\_\_

**NEW HOME ORIENTATION CHECKLIST** 1 of 5

Mark box with an "X" on appropriate walk-through if item needs attention

		Comments	Final	Office
<b>Living Room</b>				
Doors	<input type="checkbox"/>			
Electrical	<input type="checkbox"/>			
Flooring	<input type="checkbox"/>			
Lights	<input type="checkbox"/>			
Miscellaneous	<input type="checkbox"/>			
Windows (easy tilt)	<input type="checkbox"/>			
<b>Bedroom</b>				
Doors	<input type="checkbox"/>			
Electrical	<input type="checkbox"/>			
Flooring	<input type="checkbox"/>			
Lights	<input type="checkbox"/>			
Miscellaneous	<input type="checkbox"/>			
Windows (easy tilt)	<input type="checkbox"/>			
<b>Bathroom</b>				
Doors	<input type="checkbox"/>			
Electrical	<input type="checkbox"/>			
Flooring	<input type="checkbox"/>			
Lights	<input type="checkbox"/>			
Miscellaneous	<input type="checkbox"/>			
Windows (easy tilt)	<input type="checkbox"/>			
<b>Garage</b>				
Doors	<input type="checkbox"/>			
Electrical	<input type="checkbox"/>			
Flooring	<input type="checkbox"/>			
Lights	<input type="checkbox"/>			
Miscellaneous	<input type="checkbox"/>			
Windows (easy tilt)	<input type="checkbox"/>			

INITIAL W/T DATE: \_\_\_\_\_ JOB #: \_\_\_\_\_ FINAL W/T DATE: \_\_\_\_\_

**NEW HOME ORIENTATION CHECKLIST** 1 of 5

Mark box with an "X" on appropriate walk-through if item needs attention

		Comments	Final	Office
<b>Living Room</b>				
Doors	<input type="checkbox"/>			
Electrical	<input type="checkbox"/>			
Flooring	<input type="checkbox"/>			
Lights	<input type="checkbox"/>			
Miscellaneous	<input type="checkbox"/>			
Windows (easy tilt)	<input type="checkbox"/>			
<b>Bedroom</b>				
Doors	<input type="checkbox"/>			
Electrical	<input type="checkbox"/>			
Flooring	<input type="checkbox"/>			
Lights	<input type="checkbox"/>			
Miscellaneous	<input type="checkbox"/>			
Windows (easy tilt)	<input type="checkbox"/>			
<b>Bathroom</b>				
Doors	<input type="checkbox"/>			
Electrical	<input type="checkbox"/>			
Flooring	<input type="checkbox"/>			
Lights	<input type="checkbox"/>			
Miscellaneous	<input type="checkbox"/>			
Windows (easy tilt)	<input type="checkbox"/>			
<b>Garage</b>				
Doors	<input type="checkbox"/>			
Electrical	<input type="checkbox"/>			
Flooring	<input type="checkbox"/>			
Lights	<input type="checkbox"/>			
Miscellaneous	<input type="checkbox"/>			
Windows (easy tilt)	<input type="checkbox"/>			

INITIAL W/T DATE: \_\_\_\_\_ JOB #: \_\_\_\_\_ FINAL W/T DATE: \_\_\_\_\_

**NEW HOME ORIENTATION CHECKLIST** 1 of 5

Mark box with an "X" on appropriate walk-through if item needs attention

		Comments	Final	Office
<b>Living Room</b>				
Doors	<input type="checkbox"/>			
Electrical	<input type="checkbox"/>			
Flooring	<input type="checkbox"/>			
Lights	<input type="checkbox"/>			
Miscellaneous	<input type="checkbox"/>			
Windows (easy tilt)	<input type="checkbox"/>			
<b>Bedroom</b>				
Doors	<input type="checkbox"/>			
Electrical	<input type="checkbox"/>			
Flooring	<input type="checkbox"/>			
Lights	<input type="checkbox"/>			
Miscellaneous	<input type="checkbox"/>			
Windows (easy tilt)	<input type="checkbox"/>			
<b>Bathroom</b>				
Doors	<input type="checkbox"/>			
Electrical	<input type="checkbox"/>			
Flooring	<input type="checkbox"/>			
Lights	<input type="checkbox"/>			
Miscellaneous	<input type="checkbox"/>			
Windows (easy tilt)	<input type="checkbox"/>			
<b>Garage</b>				
Doors	<input type="checkbox"/>			
Electrical	<input type="checkbox"/>			
Flooring	<input type="checkbox"/>			
Lights	<input type="checkbox"/>			
Miscellaneous	<input type="checkbox"/>			
Windows (easy tilt)	<input type="checkbox"/>			

INITIAL W/T DATE: \_\_\_\_\_ JOB #: \_\_\_\_\_ FINAL W/T DATE: \_\_\_\_\_



# CLOSING AND MOVING IN

## Closing

The closing, or settlement, process is the official transfer of ownership of the property from Ball Homes to the homebuyer, and the finalization of the loan process for that majority of homebuyers who are financing their new home purchase with a loan.

Ball Homes schedules closings, which take about one hour, from 9 a.m. to 4 p.m., Monday through Friday. As described in the sales contract, closings are held at the Ball Homes office.

Closings that include new home financing are performed by a settlement attorney, who represents the lender and briefly explains each document presented for signing. Due to time constraints, we recommend that buyers who wish to review the documents in detail obtain a blank set of the closing forms for advance review. These can be requested from the buyer's lender.

One of the keys to an efficient closing is advance preparation on everyone's part. Because a great many documents are prepared in advance (sometimes by non-local sources) and signed at closing, any error in the data can cause the closing to be delayed until a new set of documents can be prepared and delivered. Such delays may create conflicts with moving arrangements, interest rate lock-ins, or other commitments.

To prepare for a smooth closing, we recommend that the homebuyer take several steps, starting about the time of the New Home Orientation, as indicated on the checklist on the next page.

---

*After closing, documents should be stored in a safe place, where they will be protected from the shuffle of moving and be readily available for tax or other reference purposes.*

---




## Pre-Closing Checklist

- Check with your mortgage company to make sure they have the correct purchase price for the home, which should include any amounts that may have been added to the contract during the selections process. This is the amount listed on the first page of the final version of the offer to purchase contract.
- Verify with your lender that the amount of the loan, the interest rate, and the term (length of time) for the loan are what you previously discussed.
- Verify that your lender and your agent are aware of any recent changes in your marital status, which will affect how the deed is prepared.
- Verify the expiration date of your interest rate lock-in with the lender.
- If you wish to closely review the closing documents prior to signing, or have them reviewed by a third party, request a set of the blank forms that will be used from your lender in advance of the scheduled closing.
- Contact the appropriate water, gas (if applicable), and electric companies to arrange for those utilities to be transferred into your own name, effective on the date of closing. Ball Homes will have activated accounts for the property during construction, and will be contacting the utility companies to have the meters read and accounts closed, so failure to promptly establish service in your own name may result in an inconvenient loss of services.
- Contact the local phone and cable service providers to establish any desired service in your name, effective on the date of closing. These accounts are not established during construction.
- Finalize the arrangements for your homeowner's insurance policy and bring a copy of the policy to closing.
- Bring a certified or cashier's check for the downpayment, made payable to yourself, to the closing. You will sign this over to the settlement agent as part of the closing.

### The Moving In Agreement

As previously discussed, the Moving In Agreement signed at closing lists any items remaining incomplete at the time of the New Home Orientation Sign-Off by attaching the final version of the NHO list. This document formalizes the builder's obligation to complete those items, and signifies the buyer's general satisfaction with the construction of the home.

	Purchasers to Initial at NHO _____
<b>MOVING IN AGREEMENT</b>	
I have examined the property at _____ on this _____ day of _____.	
<ul style="list-style-type: none"> <li>• I hereby agree that I have examined the quality of construction of the house and found it to be acceptable. I have also examined the home for cosmetic imperfections. I understand that now is the appropriate time to settle any matters concerning the quality of workmanship or damaged material in my new home.</li> <li>• I understand that warranty service is for warranty items only, as specified in the 2-10 Warranty, which does not include homeowner maintenance or personal property damage.</li> <li>• I have examined the home thoroughly, as Ball Homes warranties do not cover personal property damage, which includes any scratches, chips, or other damage to finished surfaces or fixtures, such as fireplace marble, wood, tile or vinyl flooring, vanity tops, kitchen countertops, cabinets, doors, tubs, mirrors, and showers that were inspected at final walk-through and found to be satisfactory. Any pre-existing defects or damages must be noted at the final walk-through, and any such damages not identified at the walk-through must be treated as personal property damage occurring after the closing, and therefore are not covered by warranty.</li> </ul> <p><b>Ball Homes will not accept responsibility to correct any damaged items NOT listed on the attached New Home Orientation Checklist.</b></p> <ul style="list-style-type: none"> <li>• For ceramic tile that cracks during the first year after closing, a one-time replacement is offered within that one-year period.</li> <li>• Ball Homes's policy on all warranty work is to repair rather than replace damaged materials, including carpet and vinyl flooring, if repairs can be made in a workmanlike manner.</li> <li>• I have inspected the exterior concrete surfaces and yard and found them satisfactory unless otherwise noted in this agreement. I understand that any damages to exterior concrete (driveways, walks, patios, etc.) or the yard (grading, sod, seed, and landscaping) by moving or delivery trucks, storage containers, or other large equipment or vehicles are the homeowner's responsibility.</li> <li>• I also understand that no painting or drywall repairs will be made unless they are listed on the New Home Orientation Checklist or unless damages occur from necessary repairs by Ball Homes workmen. However, it is understood that I am entitled to a one-time drywall touch-up to skimcoat and sand setting cracks and nail pops at the time of my choice up to three (3) years after closing. (Ball Homes does not paint after the drywall touch-up, therefore the ideal time for a touch-up would be when you are planning to repaint the interior.)</li> <li>• I further understand that during the next six (6) months only emergency items will be repaired, such as leaking water lines, stopped sewers, leaking basements, heating/cooling failures, electrical failures, or appliance failures. <b>For Emergencies after hours or weekends, please call our local number 268-1191 or toll-free 888-268-1101 for our 24/7 answering service.</b></li> <li>• All non-emergency items should be sent in on a checklist before six (6) months and twelve (12) months. Please see the 6 Month / 1 Year Service form for detailed directions.</li> <li>• I understand that all utilities must be transferred into my name upon closing. The utilities will be disconnected if they remain in Ball Homes's name after closing. I also understand that any charges for utilities or re-connection fees which may occur after closing will be my responsibility. (A list of utility contact numbers for your new community is provided for your convenience)</li> </ul>	
Purchaser _____ Date _____	Purchaser _____ Date _____
Ball Homes _____ Date _____	
Form Revised 2.2.11	

## Escrow Agreements

Often the items noted as incomplete at the New Home Orientation are weather-related, such as the installation of landscaping and sod. For homes that are closing without landscaping and/or sod due to winter or inclement weather, or water restrictions, an Escrow Agreement is usually executed at closing. An escrow agreement allows a sum of money to be reserved from Ball Homes' proceeds and held by the lender until the sod or landscaping work specified has been completed. The funds are released to the builder after the mortgage company's inspector has verified that the escrow item has been completed. Such escrow agreements are quite customary in this part of the country, and Ball Homes does not offer the option of postponing a closing until such weather-related items can be completed.

## Warranty Enrollment

At closing, the documents enrolling the property in the 2-10 Home Buyers Warranty Program are completed, the buyer receives a copy, and the builder's closing agent gives a brief overview of the warranty coverage described in the sample booklet that is presented at closing. The warranty coverage begins at closing, and about a month after closing, the buyer will receive a certificate of coverage and an official warranty booklet by mail from the warranty company once they process the enrollment.

Many products used in the home have extended manufacturer's warranties, and the certificates and registration cards pertaining to those warranties are also presented at closing or left in the home. Please complete and submit any registration cards on these as indicated by the manufacturers.

## Transfer of Utilities

Prior to closing, the homebuyer is responsible for transferring water, gas, and electric service into his/her own name, effective on the day of closing, and for establishing phone and cable services. Inconvenient losses of services can be avoided by making these arrangements prior to closing, as the builder will be terminating any existing service accounts on the property.

## Transfer of Keys

At closing, the keys to the property are presented to the new homeowner, who may begin moving into the home. Due to liability concerns and other reasons, the builder is not able to permit the buyer to move any possessions into the home or have any work done to the home or yard prior to closing.

The transfer of keys at the end of the closing marks a transition to the next phase of the relationship between the builder and the homebuyer: the warranty phase, where the homeowner and builder share the responsibility of protecting the homeowner's investment in a beautiful new home.





# WARRANTY COVERAGE AND SERVICE

## Completion of Moving In Agreement Items

The superintendent who completed the home and performed the New Home Orientation will follow up with the homeowner to complete any items noted on the Moving-In Agreement. If an escrow agreement was executed at closing to cover sod and/or landscaping that could not be completed prior to closing, the superintendent will coordinate with our production manager to complete those items with the greatest possible speed and efficiency when weather permits.

It should be noted that sod is not available to us when the ground is frozen or when rainy or muddy conditions prohibit the cutting of sod for transportation. We may also be unable to lay sod due to drought or water restrictions. When it does become available, we install it in the most efficient manner possible, so that adjacent properties can be sodded at the same time, and so that storm water runoff can be managed appropriately. For these reasons, yards may not be sodded in the same order that the properties closed. However, we do share the homeowner's desire to have the yard completed as soon as possible, and recognize the inconveniences that come with living without grass.

## Customer Satisfaction Surveys

Within a few weeks after closing, buyers receive a survey from our office requesting feedback on the building experience. The homebuyer's time and attention in returning this survey provides valuable information and helps us find ways to continue to improve. It also provides an additional forum for the buyer to identify any issues with the home that require attention. For each closing survey returned, Ball Homes makes a donation to a charity selected by the buyer from a list of several local organizations.

## Warranties

Every new home is protected by a number of warranties of varying duration. Our written warranty is defined in the 2-10 Home Buyers Warranty Booklet (sample copies are available from Ball Homes' listing agents and the Ball Homes office, and are provided at closing).

The Ball Homes Warranty Service Team and/or Ball Homes subcontractors fulfill all warranty service calls. Homebuyers should not have warranty work performed by third parties, as Ball Homes does not reimburse for third-party work and such work may void existing warranties on the home. Ball Homes has dedicated a specific personnel team to warranty service, ensuring that service calls are completed by technicians familiar with our homes and the products we use. Because the construction division and warranty service division are separate, the demands of new construction do not compete for attention with warranty work.

The warranties described on the following page, which all transfer automatically to any subsequent property owners if the property changes ownership during the original term of the warranty, are included with the home.



## Ball Homes Warranties

<p><b>Builder's One Year Warranty</b></p>	<p>Warrants the workmanship and materials used in the home, as defined in the 2-10 Home Buyers Warranty Booklet. Service is provided by Ball Homes and its subcontractors.</p>
<p><b>Two Year Warranty</b></p>	<p>Mechanical systems, plumbing (excluding frozen pipes), leakage from any piping, sanitary sewers, fixtures, waste or drain lines that are clogged, water supply, freon leaks or loose ducts in the HVAC system, and the electrical system are covered for 2 years from closing. Again, service is provided by the Ball Homes Warranty Team and by its subcontractors.</p>
<p><b>Ten Year Structural Warranty</b></p>	<p>Provides coverage of load bearing elements of the home as defined in the 2-10 Home Buyers Warranty Booklet.</p>
<p><b>2-10 Home Buyers Warranty</b></p>	<p>Purchased by Ball Homes on the homebuyer's behalf, the 2-10 provides a written warranty as described above, which constitutes a contract between homebuyer and builder. The 2-10 company functions as an insured, third-party administrator who could, if it were to become necessary, arbitrate any disputed warranty claim between the builder and the homebuyers, and compensate the homebuyer if required as described in the 2-10 Home Buyers Warranty Booklet.</p>
<p><b>One-Time Three-Year Drywall Touchup</b></p>	<p>At any one time during the first three years, a homeowner may request a service call to touch up (but not paint) nail pops, stress cracks, loose tape, and seams as identified by the homeowner during the service call. Paint or painting is not provided due to the difficulty in matching the existing paint. Restoration of wallpaper or special finishes is not provided. We recommend that homebuyers consider postponing installation of wallpaper or custom finishes for at least a full cycle of seasons, or until after the drywall touchup.</p> <p>We offer this service primarily because as a new house experiences weather and humidity cycles of the first few years, materials used in the construction process expand and contract and become seasoned. As a result, cosmetic blemishes typically appear in the drywall, such as protrusions of nail heads (nail pops), and stress cracks. While this activity can be expected to continue over the life of the home, the majority of it takes place in the first few years.</p>
<p><b>Manufacturers' Warranties</b></p>	<p>Warranties on some components extend beyond the builder's warranty, such as the windows, the shingles, and the plumbing pipes and fittings. Please see the warranty information provided at closing for specific coverages and registration cards, which should be submitted to the manufacturers promptly after closing. Warranty service on appliances is administered directly with the supplier.</p>

## Warranty Exclusions

As described in the previous section above, the warranty coverage on a new home is defined in the 2-10 Home Buyers Warranty Booklet. However, customer feedback has prompted us to include the following list of specific items or conditions that are not part of any warranty provided by Ball Homes:

**Brick** Brick efflorescence, the natural leaching of salt-based clays through porous brick, is not covered and can be removed by hosing or by rain.

**Concrete** Damage to exterior concrete caused by use of salts or chemical deicers.  
Cracking of an attached garage floor slab.  
Cracks in attached patio slabs and sidewalks.  
Efflorescence on the surface of the basement floor.  
Separation and movement of concrete slabs within the structure.

**Covenant Violations** A neighbor's violation of covenants/deed restrictions is not covered by warranty, but should be submitted to any applicable Home Owners Association.

**Fences** Fences purchased through Ball Homes are warranted by the installer.

**Frozen Pipes** Frozen water pipes and/or hose connections are not warranted except as caused by a deficiency in insulation against normal temperature ranges. Homebuyers should submit claims of this type to their homeowner's insurance.

**Homeowner's Installations** Any item not supplied and installed by or through the builder.

Damage caused by an alteration of the product installed by or through the builder or by any installation of a product not provided by the builder is not covered. For example, installation of a garage door opener after closing will void the warranty on the garage door, as doors are sometimes damaged by improperly operating openers.

Damage to items installed by the homeowner after closing, such as wallcoverings, window treatments, or any personal possessions, even if damage is related to a deficiency in a warranted aspect of the home, is not included.

Drainage issues caused by a homeowner's alteration of the grade of the yard during landscaping or other modifications (including those of a neighbor) are not warranted.

**Interior** Interior trim split.  
Light fixture tarnishing.  
Sound transmission between rooms, floor levels, or from street into home.  
Condensation or frost on window frames and glass.  
Color variation in carpet.  
Staining of plumbing fixtures.  
Noisy water pipes due to waterflow and pipe expansion.  
Condensate lines clog up.  
Ductwork makes noise.  
Drafts from electrical outlets.

**Lighting/Smoke Alarms** Battery or bulb replacement is not provided.

**Pest Control**

Pest control, including treatment of foreign grain beetles, is not included.

**Wind or  
Weather Damage**

Weather or wind damage to a home, including to siding and shingles, is not a warranty item. Homebuyers should submit claims of this type to their homeowner's insurance.

**Yard**

Sod is not warranted if healthy when laid. Seeded areas of lawns are not guaranteed. Any sod not healthy at closing should be noted on the NHO list and will be replaced. Any sod damaged by a warrantable drainage deficiency will be overseeded or replaced after the drainage has been corrected.

Lawn care, lawn treatments, insect control, or fertilization.

Trees and shrubbery installed by the builder's contractor must be properly cared for and watered in order to be warranted. Properly cared for trees and shrubs that die during the first year after closing will be replaced once per plant. Replacement plants are not warranted. Trees or shrubbery existing on the lot at the time of construction are not warranted at all. The landscaper's warranty is voided by improper watering, removal of stakes during the warranty period, by moving the plant either before or after it dies, or by improper fertilization or pest/weed control, or by general neglect or damage of the plant.

Pet damage to lawns or damage from vehicles other than those of the builder or the builder's subcontractors performing work for the builder is not warranted.

Presence of rock and/or gravel in the yard is not considered a deficiency unless it prevents the growth of grass under normal conditions.

Soil erosion beyond the builder's control.



## Performance Expectations

Also in response to customer feedback, we have included the following information on certain aspects of the home or home maintenance that may benefit from clarification:

### Color Match

When making warranty repairs to concrete, shingles, siding, paint, flooring, brick, and all other products, the builder will exercise reasonable care to match existing materials, but color match is not guaranteed due to changes in the original products from weathering and exposure, and to variations and changes in manufacturers' products.

### Commodes

The 1.6 gallon commodes used in our homes as dictated by federal regulation operate best when flushed early and often, and when the handle is held down for one second when flushing.

### Concrete

The characteristics of concrete can produce minor cracking, chipping, and spalling, as well as surface discolorations from admixtures, sealants, soil, and contact with equipment. All are considered cosmetic and within the range of normal expectations. The 2-10 Home Buyers Warranty booklet provides more specifics on concrete deficiencies.

Concrete may also show discoloration from the necessary use of concrete blankets during winter. This typically resolves itself during the first year, but if not, should be reported on the eleven-month review for evaluation.

### Exterior

Loose gutters, shingles, and siding are covered for 1 year.  
Leaks from roofs or windows are covered for 1 year.

### Fireplaces

Cold air infiltration around and through fireplaces is normal and is not considered defective. A damper clip is required by code for fire prevention and should not be altered.

### Flooring

Cracked tile is covered from 1 year, but color match of the tile or grout is not guaranteed.

### Heating & Cooling

Heating systems should produce an inside temperature of at least 70 degrees when the outside temperature is 6 degrees, and cooling systems should maintain an inside temperature of 75 degrees when the outside temperature is 95 degrees, as measured at five feet above floor level in the center of a room. These inside temperatures are relative to the heat index or wind chill temperature outside, and outside temperatures above 95 degrees or below 6 degrees may allowably raise or lower inside room temperatures respectively.

Rooms are allowed a 3 degree +/- reading from the thermostat setting due to orientation of the home and to individual room locations and characteristics.

Please see the New Home Maintenance and Product Care section for additional information on heating and cooling.

### Lot Grading & Drainage

Lot grading and swales are deemed to be working properly if covered by healthy grass even if the area remains wet for several days after a rain.

### Paint

Interior and exterior paint can be expected to fade or discolor with time and exposure and may not match perfectly when touched up, even with original paint.

Paint is not scrubbable and should be cleaned gently with a damp sponge or rag only.

### Seasonal Changes

Seasonal changes in some products and finishes are to be expected. Such changes typically appear with the onset of the heating season and in some cases diminish or are resolved with the return of warm, humid weather. These items include seasonal squeaks in floors (seasonal floor squeaks should not be repaired since greater problems can result over the long term if the floor is made too tight for the full range of weather conditions). Seasonal shrinking, swelling, and mild warping of hardwood floors, cabinet doors, and interior doors is also considered normal. Paint and caulk may also develop hairline separations as weather changes, which should be touched up as part of routine homeowner maintenance. Please see the 2-10 Home Buyers Warranty Booklet for a description of when these items exceed normal expectations and become deficiencies.

## Obtaining Warranty Service

Warranty Service is administered by our customer service team and by our subcontractors over the life of the 2-10 Home Buyers Warranty, and all requests are submitted directly to Ball Homes. In the event that a homebuyer feels that the assistance of a third party is needed in resolving a warranty issue, the homebuyer should then contact the 2-10 company for assistance as indicated in the written warranty document.

Warranty service is divided into several categories, and each category has an associated request procedure that has been developed to maximize efficiency and reduce inconvenience to the homeowner.

### Emergency Service

Emergency service is available 24 hours a day, seven days a week, 365 days a year. In the event of an emergency, homeowners should contact the Ball Homes office so that we can arrange service. After business hours, our on-call technician will be contacted when you call. For purposes of warranty service, emergencies are defined as conditions that impair the safety or habitability of the home, such as plumbing leaks, lack of heating in cold weather or lack of air conditioning during periods of extreme heat. Homeowners who are not sure if their situation should be treated on an emergency basis, or who are unsure if an item is covered by warranty, may contact our warranty service department for guidance, or call our toll-free number after hours for guidance from the on-call technician.

---

*In the event of an after-hours maintenance emergency, homeowners may call Ball Homes toll-free at (888) 268-1101 to contact our on-call emergency technician, who can provide service or advise them of appropriate procedure, as needed.*

---

### Appliance Service

For warranty repairs on appliances purchased through Ball Homes, homeowners should contact the supplier.





## The Six-Month and Eleven-Month Lists

All non-emergency items are addressed in two warranty service intervals known as the sixth-month and eleven-month lists. To increase efficiency and to minimize inconvenience to the homeowner, those items are submitted collectively on or about the sixth-month and the eleven-month (to allow scheduling of service during the warranty period) anniversaries of the closing date.

Submission forms for the six-month and eleven-month warranty intervals are included with the closing packet. To request an electronic six-month or eleven month list form, email a request to [customerservice@ballhomes.com](mailto:customerservice@ballhomes.com) and resubmit the completed form to the same address. Copies may also be requested via fax or mail from the Ball Homes office by calling the Lexington office at (859) 268-1191 or toll-free at (888) 268-1101. Completed forms may be faxed, mailed, or delivered to:

Ball Homes Customer Service  
3609 Walden Drive  
Lexington, KY 40517  
Fax (859) 514-4598

Ball Homes does not automatically schedule warranty service intervals, or contact homeowners for their list. Forms for the six-month and eleven-month lists are included with the homebuyer's closing documents, and additional copies, including an electronic version, are available upon request. Homeowners should use this form to itemize any warranty repair requests and forward the form to our office as described in the inset box. This initiates a three-part process.

Our customer service staff will enter the information into our customer service database and call the homeowner to schedule an appointment (during business hours) for our Warranty Manager to meet with the homebuyer to review the form.

Second, the homebuyer and our Warranty Manager meet as scheduled to review the forms. The manager will confirm the warranty status of the listed items, based on the 2-10 Home Buyers Warranty, and discuss the corrective measures to be taken, including who will be completing the repairs. The manager will schedule access to the home with the homebuyer for our crew and any appropriate subcontractors to return and complete the repairs. Repairs may need to be made over consecutive working days, since some items may need to be completed in stages.

Third, the warranty technicians and any coordinating subcontractors arrive as scheduled to complete the repairs.

---

*Access for warranty work is scheduled between 8 am and 5 pm, Monday through Friday, excluding holidays, with appointments for list reviews beginning by 3 pm. Non-emergency warranty work is performed only during business hours for a number of reasons, including the need for daylight to properly execute many types of repairs and the availability of subcontractors with whom we may need to coordinate schedules.*

---

## Three-Year Drywall Touch-Up

To obtain service for the 3-year drywall touchup, homebuyers should call the Ball Homes office for scheduling.

## Manufacturer's Warranties

Service for manufacturers' warranties may be obtained by contacting the manufacturer as indicated on the appropriate certificate of warranty. Ball Homes does not need to be contacted unless the aspect of the home is still covered under the 2-10 Home Buyers Warranty.

The warranties provided by Ball Homes offer homebuyers the assurance that the builder will work with the homeowner to maintain and protect the quality of their investment in the new home. In addition to the builder's responsibilities, the homeowner has certain roles to play in the care and protection of the home. Modern products have greatly reduced the amount of maintenance required to keep new homes looking beautiful, but some care is still required. The information included in the next section, much of it contributed by our suppliers and contractors, is designed to help the new homeowner best care for the home and the products used in its construction.

# NEW HOME MAINTENANCE AND PRODUCT CARE

## Concrete Surfaces

Use of deicers on a new drive, sidewalk or patio could be harmful. Homeowners should avoid using any deicing chemical the first winter if at all possible. The only safe material to use to make the concrete surface skid resistant is plain sand. The use of any product is at the homeowner's risk, as any subsequent damage is not covered by our warranties.

Under usual conditions, deicers which contain sodium chloride (common salt) or calcium chloride may be used after the first winter. Even then it is helpful if a surface sealer is applied prior to use, in the fall. These can be painted or sprayed on. A quality penetrating sealer will add years to the life of concrete. Many good proprietary brands are available, or homeowners may use boiled linseed oil and mineral spirits mixed 50/50.

Homeowners should never use deicers containing ammonium sulphate or ammonium nitrate. These chemicals are often packaged and sold as deicers, but they will rapidly disintegrate concrete.

Concrete may also show discoloration from the necessary use of concrete blankets during winter construction. This typically resolves itself in the first year, but homeowners should report it for evaluation if not.

## Cultured Marble Vanity Tops

### Cleaning

Cultured marble vanity tops should be cleaned with a foam or liquid non-abrasive cleaner only. A light coat of paste wax or gel-gloss applied periodically will keep a cultured marble product shiny and easy to clean. Hard water scale can be removed with a mild solution of vinegar and water followed by polishing compound and wax.

### Harmful Substances

Certain chemical substances can seriously harm a cultured marble product. Cultured marble should be protected from the following chemicals or products:

- Fingernail polish remover
- Paint Strippers
- Acetone or Methylene Chloride
- Clorox or other Hypochlorite bleaches
- Hydrogen Peroxide
- Ajax, Comet or other abrasive cleaners

Also, attention to water temperature is particularly important to the durability of this product. Excessive hot water to cold water cycles (causing contraction and expansion) could cause this product to crack. Homeowners should avoid running hot water exclusively, and set the temperature in the water heater to low or mid-range.

### Stain Removal

- Oil residues can be removed by Mineral Spirits.
- Cigarette stains can be removed by using Bon Ami applied with a toothbrush followed by polishing compound.
- Mildew or soap build up can be removed with Lysol or Tilex type cleaners.

## Scratch Removal

- Minor scratches that accumulate during normal use can often be buffed out using polishing compound.
- Deeper scratches or burns may require light sanding with 600 grit wet type sandpaper followed by buffing with polishing compound.
- Chips can be repaired with clear fingernail polish.

## Electrical Disconnect and GFI's

At the New Home Orientation, the superintendent will help the buyer locate the main disconnect as well as those on the air handler and the outside compressor. Every home's kitchen, bathrooms, exterior and garage are equipped with GFI (Ground Fault Interceptor) outlets, which will shut down if they become wet, closing down all outlets on the circuit. GFI outlets are reset by pushing the reset button that appears on one outlet in each circuit.

Ball Homes does not recommend connecting refrigerators or freezers to a garage GFI, as the circuit may shut down without the homeowner's knowledge due to water infiltration in an exterior outlet on the same circuit. A dedicated circuit is recommended for those appliances.

## Floor Squeaks

Seasonal floor squeaks that appear with the onset of the heating season and stop with the return of warm, humid weather can be controlled with appropriate use of a humidifier device during winter. Seasonal floor squeaks should not be repaired since greater problems can result over the long term if the floor is made too tight for the full range of weather conditions.

## Heating and Cooling Systems

Heating and cooling system performance is based upon local outdoor temperature conditions, equipment design standards, the usage rates and costs of gas and electricity, and the comfort of occupants. Please see the Performance Expectations section of this guide for performance standards for your area.

Although heat pumps and gas furnaces meet the same performance expectations, heat pumps provide much more subtle heating and cooling than gas furnaces and A/C compressors. The temperature of air leaving supply registers in homes with heat pumps is much closer to human body temperature. Therefore, register supply air often seems cold when heating and hot when cooling even though interior room temperatures are appropriate. This illusion results from the energy efficiency of heat pump systems, which cycle more air at less temperature extremes than gas furnaces and A/C compressors. Accordingly, heat pump systems will heat and cool in longer operating cycles with continuous heat pump operation appropriate during unusually cold or hot weather conditions.

For all types of systems, heating and cooling performance is dependent upon appropriate homeowner practices. Living habits should include keeping doors, windows and garage doors closed and properly sealed to prevent infiltration of outside air into the home. Excessive heat and/or moisture build up in kitchens and baths should be avoided. Installation of appropriate window treatments enables the heating and cooling systems to work as intended. Homeowners may also improve their heating and cooling efficiency by adjusting vents to maximize comfort and changing direction on ceiling fans when switching between heating and cooling.

Furnace manufacturers typically recommend monthly filter checks/changes to improve the unit's performance and protect its longevity, as well as annual system checks.

Homeowners who moved in when the weather was cold may need to contact our office or the HVAC contractor to schedule a start-up of the home's heating and cooling system when spring weather arrives. In cool temperatures (below 70 degrees), air conditioners cannot be calibrated. Similarly, homeowners moving in during the warmer months may need to have the HVAC contractor schedule a service call to start up the home's heating if the home has a gas furnace. Making these calls during moderate weather can help avoid the need for emergency service during the very busy days when many others are using their units for the first time in the season and may be requesting service at the same time.

## **Landscaping** (*Trees and Shrubbery*)

Trees and shrubs planted by the landscaper are watered and staked immediately after planting.

Homeowners should water once every 7 to 14 days, depending on the amount of rainfall, applying water until the soil around the root ball is totally saturated. Trees should not be watered again until the soil has completely dried. Unlike watering new sod, over-watering new landscaping can cause serious problems for the new plants. When watering sod, homeowners should avoid over-watering trees and shrubbery.

Remove staking material one year after closing.

## **Lawn Care**

### **Watering**

When sod is installed, water must be applied within four hours in early spring and late fall and within two hours in summer months. After first thorough watering, it must be watered every other day with at least equivalent of rainfall. (Approximately 30 minutes per setting with sprinkler.) Setting a flat bottom pan under the sprinkler and measuring is a good gauge. Homebuyers should make sure that every square foot gets watered. If an area is missed and the sod starts discoloring, concentrate on that area.

When watering freshly installed sod, homeowners should take care when moving hoses and sprinklers to minimize "footprinting" of the new sod.

A good test to see if there is enough moisture is to raise a corner of sod. One should be able to push a finger into the mud about 1 inch. This schedule should be used for three (3) weeks and then water as needed depending on rainfall.

New lawns need enough moisture to survive hot, dry and windy periods. Areas near the house need water more often, since heat reflected from these structures dries the soil more rapidly.

In areas of the yard that are seeded, it is best to water lightly twice a day to promote proper germination and strong rooting.

When watering the lawn with a sprinkler system, homeowners should please take care that sprinklers or hoses are not placed so that they can spray underneath the vinyl siding, which is designed to shed water falling downward.

As noted under Warranty Exclusions, sod is not warranted if healthy when laid.

## Lawn Treatments *(Suggested Schedule)*

DATES	TREATMENT	RATE OF APPLICATION
March 1-15	Fertilize with 10-20-20	16 lbs. Per 1000 sq. ft.
April 1	Pre-emergent such as Balan for weeds	Follow Manufacturer's Recommendation
May 1-30	Weed Control / 2-4-D	Follow Manufacturer's Recommendation
July 15 & Aug. 15	Grub Control / Diazinon	Follow Manufacturer's Recommendation
Sept. 1	Fertilize with 10-10-10	12 lbs. Per 1000 sq. ft.
Nov. 1	Fertilize with Nitrogen	4 lbs. Per 1000 sq. ft.

## Mowing

New lawns should be mowed as needed, but not sooner than 7-10 days after installation. Mowing is recommended when the lawn reaches a height of 2 ½ to 3 inches. For best results, homeowners should keep mower blades sharp, avoid sharp turns, and avoid mowing the lawn when it is wet as that may cause tracking and can damage the turf.

## Lighting Fixtures

Different regions and weather conditions highly affect the longevity of outdoor fixtures. The following are a few helpful hints in maintaining the appearance of lighting fixtures for years.

- Homeowners should always be sure to shut off the power supply to a light prior to cleaning, to avoid personal injury.
- Homeowners should inspect fixtures periodically. Scratching and use of cleaning solvents or abrasive materials can dramatically accelerate the aging process of the finish.
- Metal fixtures should be polished on a regular basis with a soft cloth using plain water or a mild detergent soap, followed by a non-abrasive paste/ liquid wax to provide extra protection, if desired (Turtle Wax or other non-abrasive car wax). Any cleaning or polishing cloth should be free of abrasive material.
- Painted fixtures may be cleaned on a regular basis with a dry soft cloth or if necessary with a soft cloth using plain water or mild detergent soap.
- To clean fluorescent fixtures, homeowners should remove the lens and bulbs from the fixture, then clean bulbs, lens, and reflective surface with a soft dry cloth, or if necessary with a soft cloth slightly dampened with plain water or a mild dishwashing detergent, then replace the bulbs and lens.
- Homeowners should not use any abrasive materials or cleaners, products containing ammonia or alcohol, or a rough textured cloth. Glass or general purpose cleaners should be avoided, as most have chemicals which will damage the lacquer coating. (Pledge, Windex, Endust and Glass Plus are some examples.)

## Outside Hose Connections

Outside hose connections, called hose bibs, have a self-draining feature that allows water to empty out of the line when the faucet is shut off. To protect the purge valve on a house's exterior faucet, homeowners should avoid over-tightening the valve, and disconnect hoses after use. In freezing weather, hoses should always be disconnected to avoid frozen pipes. If a hose is accidentally left connected in freezing temperatures, homeowners should check for leaks in warmer weather and when the faucet is next used. In the event of a leak, homebuyers should shut off the water supply where the water enters the house and contact a plumber. Homeowners should please be aware that frozen pipes are not a warranty item and charges will be incurred by the homeowner.

## Paint

The manufacturer recommends that paint cure thirty days before being washed. After thirty days, paint may be spot cleaned by applying light pressure with a sponge, using water and mild detergent. The paint used in the home is not a scrubbable paint.

## Pest Control

The only type of pest control and pest warranty provided by Ball Homes is the termite pre-treatment, which is warranted for five years. Other treatments are the responsibility of the homeowner.

It is recommended that homeowners regularly monitor exterior vent covers and keep them free of nests and hives.

The most frequently encountered pest in new homes is the Foreign Grain Beetle. The foreign grain beetle is a small brown or black beetle about the size of a flea. These beetles frequently appear in new houses as their eggs are sometimes present in new lumber and wall board. The young beetles feed on organic material. In late summer, the adult beetles can emerge from wall voids and are attracted to lights and to damp surfaces. There is no known pre-treatment for the eggs, and they are not affected by the termite pre-treatment that a new home receives during construction. The beetles are not a sign of faulty materials.

The beetles are harmless; they are rarely found in stored food unless the food is damp. They do not bite, sting, spread human diseases, or damage plants, wood, fabric or food. They are most common during the first summer after new construction as the majority of eggs hatch but may re-appear in lesser numbers the following summer.

The most effective treatments are frequent applications of aerosol sprays of pyrethrins and finely ground dust formations of bendiocarb or diazinon applied to the wall voids.

Ball Homes recognizes that these beetles may be an inconvenience and apologizes for this unavoidable but temporary drawback that affects some new construction.<sup>1</sup>

## Smoke Detectors

### *Testing Guidelines*

- Homeowners should test each smoke alarm periodically to be sure it is operating properly.
- The Push-To-Test button accurately tests all functions.
- An open flame should not be used to test the smoke alarm. This may ignite and damage the smoke alarm or the home.
- Smoke alarms should be tested weekly or when no one has been in the household for several days.
- Homeowners should stand at arm's length from the smoke alarm when testing. The alarm horn is loud to alert persons to an emergency and can be harmful to hearing.

<sup>1</sup> Sources: "Protecting New Homes Against Foreign Grain Beetles", written by Xing Ping Hu, Extension Entomologist, Assistant Professor, Arthur G. Appel, Professor, and Wayne E. Clark, Professor, all in the Department of Entomology and Plant Pathology at Auburn University, as published by the Alabama Cooperative Extension System. "Foreign Grain Beetles", written by Jeffrey D. Hahn, Assistant Extension Entomologist, University of Minnesota, as published by the University of Minnesota Extension Service in the September 1, 1999 issue of "Yard & Garden Line News".



Homeowners should test all smoke alarms weekly by doing the following:

- Checking the Push-To-Test button. A constant green light indicates the smoke alarm is receiving 120V AC power.
- Firmly depressing the Push-To-Test button for at least five (5) seconds. The smoke alarm will sound a loud beep about four (4) times a second. The alarm may sound for up to 10 seconds after releasing the Push-To-Test button.

**NOTE:** If smoke alarms are interconnected, all smoke alarms should sound an alarm within three seconds after any test button is pushed and the tested smoke alarm sounds.

If smoke alarm does not sound, homeowners should contact a Ball Homes customer service representative as soon as possible for assistance.

If alarm horn sounds, and smoke alarm is not being tested, the smoke alarm is sensing smoke. **THE SOUND OF THE ALARM HORN REQUIRES IMMEDIATE ATTENTION AND ACTION.**

### **Battery Replacement**

In addition to weekly testing, this smoke alarm requires yearly battery replacement and periodic cleaning to remove dust, dirt, and debris. Batteries should be replaced at least once a year or immediately when the low battery signal sounds once a minute, even though the smoke alarm is receiving AC power.

Homeowners should use only the following batteries as replacements in the smoke alarm: Eveready 216, 522, 1222, or Duracell MN 1604. The manufacturer warns against use of other batteries or rechargeable batteries.

Homeowners should turn off power to smoke alarm at main service panel to replace the battery, then turn the smoke alarm counter-clockwise to detach it from the mounting plate and gently pull down smoke alarm, being careful not to separate wire connections. Then the homeowner should pull out power plug from back of smoke alarm, and from back of smoke alarm, lift tab to open battery pocket door, remove the battery from pocket, and replace with a fresh 9-volt battery. The battery will fit only one way. The battery should be securely attached to battery terminals. To finish, one should place the battery into battery pocket and close the door by pushing down until it snaps into place, and replace connector plug. Connector will “snap” into place and should be gently tugged to be sure it is attached properly. The smoke alarm can be reattached to the mounting plate by turning the smoke alarm clockwise until it snaps into plate. Homeowners should finish by turning on the power and testing the smoke alarm using Push-To-Test button.

### **Cleaning**

The manufacturer suggests cleaning the smoke alarm at least once a month to remove dust, dirt and debris. To clean, homeowners should turn off power to smoke alarm, and use the soft brush or wand attachment to a vacuum cleaner, vacuum all sides and cover of smoke alarm, being sure all the vents are free of debris. A damp cloth may be used to clean smoke alarm cover if needed, but the homeowner should not attempt to remove the cover or clean inside the smoke alarm, as this voids the warranty.

### **Solid Surface Countertops** *(if applicable)*

Solid surface kitchen counter tops are designed for a lifetime of easy care. Following the guidelines listed here will maintain countertops’ rich appearance and protect their look and performance for years to come.

## Routine Care

Soapy water, ammonia based cleaners or commercially available solid surface cleaners will remove most dirt and residue from tops and sinks. Stubborn residue may require repeated cleaning attempts. Darker colors tend to require more attention than lighter colors to maintain a uniform finish and appearance.

Normal wear and use will cause countertops to acquire a patina that may change the appearance of the finish even with good countertop cleaning practices. Professional refurbishing or polishing by a Wilsonart certified dealer can restore solid surface tops to a fresh, day of installation finish.

## Countertop Routine Care

- **Most dirt and residue** Soapy water or ammonia based cleaner should be applied, rinsed and wiped dry. A sample of Quick Shine Plus, a great product for everyday cleaning, is provided with the Care and Maintenance Kit.
- **Water marks** Wipe with only a soft, clean damp cloth and wipe dry.
- **Difficult residue** Spray residue with cleaner from Stone Care International ([www.stonecare.com](http://www.stonecare.com)) and wait 30 seconds for the cleaner to work. Wipe dry with paper towel. Repeat process if residue persists.
- **Disinfecting** Periodically wipe surface with dilute household bleach (1 part water to 1 part bleach) and rinse top thoroughly with water and wipe dry. See safety notes in this section for using bleach.
- **Finish level** Rub entire top surface with a green Scotch-Brite pad (available at most supermarkets and hardware stores) in a circular motion, rinse with water and wipe dry.

## Sink Routine Care

- **Cleaning** Follow above procedures or use Soft Scrub (available at supermarkets) and a green Scotch-Brite pad to remove residue over the entire sink area to provide uniform appearance.
- **Disinfecting** Occasionally fill the sink 1/4 full with diluted household bleach (1 part bleach to 1 part water), let stand for 15 minutes, and then wash sides and bottom as the solution drains. Rinse thoroughly with water. See safety notes below for using bleach.



## Minor Scratch and Cut Care

Because solid surface tops have color through construction, surfaces are completely renewable. A Wilsonart certified dealer will need to perform top refurbishing when large cuts and scratches occur. However, minor cuts and scratches can be removed by rubbing very fine grit sanding pads over the damaged area. Buying a color coded set of sanding pads (from smoothest/smallest to roughest/largest grit size) is recommended.

The finest grit sanding pad should be used initially to remove a scratch or cut, rubbing along the length of the scratch or cut with intermittent rubbing perpendicular to the scratch or cut as well. Wet the surface to minimize dust and rinse the sanding pads repeatedly to remove sanding residue. If this first grit is ineffective, the next heavier grit sanding pads should be successively used until rubbing makes the scratch or cut disappear very slowly.

Once all of the scratch or cut has been removed, clean the top with water. The next lightest grit sanding pad should be used to rub over a larger area to blend the initially sanded area with the rest of the top. This process should continue using successively finer grit sanding pads over larger areas until the desired gloss level is achieved. Sanding pads should always be rinsed and allowed to air dry before being store for future use.

## Other Preventive Care

- **Heat Damage** Trivets or pads should be used with any hot objects placed on the tops or against. Also, cookware should be allowed to cool before placing into the sink. Solid surface tops and sinks are often mistaken to be heat resistant when they are not and adhering to this practice will protect surfaces from the most frequent cause of solid surface damage.
- **Chemicals** Homeowners should avoid exposing solid surface tops to strong chemicals and solvents such as paint removers, oven cleaners, etc. If contact does occur, surfaces should be quickly flushed with water and wiped dry.
- **Cutting Marks** Solid surface tops are also often mistaken to have the properties of a cutting board when cutting directly on the surface will easily damage the tops. Homeowners should never cut directly on solid surface counter tops and always use cutting boards. A cutting board is included in the Care and Maintenance Kit or received during the selections appointment.
- **Boiling Water** Boiling water should not be drained into the sink as cracks could form in the sink if cold liquids were drained into a very hot sink. Proper practice would be to simultaneously run cold water into the sink while pouring boiling water and then continue the cold water for several seconds after the boiling water has drained.

## Bleach Safety

- **Concentration** The recommended concentration of bleach solution when caring for your solid surface tops is not more than 1 part bleach to 1 part water or no more than 50% bleach in solution with water.
- **Personal Protection** Homeowners should wear protective eyewear, gloves, etc, so that not only bleach solution is prevented from coming into contact with eyes or skin and from being swallowed or consumed in any way, but also bleach fumes are not inhaled. Bleach solution should not come in contact with other items or surfaces as damage or discoloration could occur.

## Professional Care

A local Wilsonart certified dealer should be contacted to perform top refurbishing for large damages and repairs as well as to renew surface appearance after patina has formed. Our warranty department can provide you with contact information for the appropriate Wilsonart dealer or for other certified dealers in the area. Because the color of solid surface tops is integral throughout the top material itself, surfaces are usually renewable for the vast majority of damages that can occur.

## Manufacturer's Warranty

Solid surface tops will maintain a rich and elegant appearance with proper care. With such proper care, Wilsonart provides a ten year limited product warranty. Wilsonart also provides a ten year fabrication and installation warranty, transferable to subsequent homeowners, as long as a certified Wilsonart dealer performs any warranty and repair work during this time period. Please review the warranty information in the Care and Maintenance Kit for complete details.

## Whirlpools *(if applicable)*

### Operating Instructions

- To operate, fill the whirlpool with water to a level at least 2" above the highest jet.
- To turn on/off: Simply depress the air switch and the unit will operate. Depress again, the unit will turn off.
- To adjust air controls to appropriate comfort level, open and close. Completely closed eliminates the air mixture from the whirlpool action. Completely open maximizes the air mixture.
- Soap, shampoo, bubble bath, etc. may cause extreme foaming or bubbling in a whirlpool. Caution and moderation in these applications is recommended.

### Cleaning:

- To clean, use common household cleaners. They must be NON-ABRASIVE. (Isopropyl Alcohol or Rubbing Alcohol can be used to remove oil, grease, or paint stains, etc.)
- To clean, once a month fill whirlpool as indicated in "Operating Instructions". Close the air controls completely, add 2 teaspoons of low sudsing automatic dishwasher detergent, and run whirlpool for at least 15 minutes. Drain, refill with cold water, operate for 10 minutes, drain.
- Small scratches can be removed by applying a thin coat of automotive paste wax and buffing lightly.

## Preventing Freezing Pipes

The following cold weather tips can prevent frozen pipes and the extensive damage that may result from frozen and bursting pipes.

- **Do not leave hoses connected to outside faucets.** If hoses were not removed when freezing nighttime temperatures occurred, homeowners should please be very observant for water leaks in the house the next time the outside faucet is used.
- **Keep overhead garage doors closed.** This is especially important because some house styles have plumbing lines above the garage.
- **If no clothes dryer is connected to the dryer vent, stuff a rag or old towel in the vent.**
- **When the outside temperature drops into the single digits, leave a pencil-sized stream of cold water running.** Leave cabinet and closet doors open to allow heat into dead air spaces.
- **If planning a winter vacation, do not turn off the furnace.** Set the furnace not lower than 55 degrees and leave a key with a friend or neighbor to check on the house. It might be advisable to turn off water at the main valve as a precaution.

Should these preventative measures fail and pipes freeze, water should be shut off at the main source (where the water enters the home) and a plumber contacted for assistance. Frozen pipes are not a warranty item unless a deficiency exists in the insulation or weather protection for normal temperature ranges, and charges will be incurred by the homeowner.

# GENERAL PROPERTY INFORMATION

## **Landscaping** (*Trees and Shrubbery*)

All homes include a landscaping package made up of some combination of trees and shrubbery in a mulched bed.

Many lots will also have street trees, which are trees planted in the area between the public walk and the street. These trees are not planted according to closing dates on individual properties, but are planted in groups as a phase of a development reaches a stage of completion where trees near the street will be less subject to construction hazards. The city determines the number and location of street trees and specifies the acceptable species. The developer provides the trees and the installation, which are staked and mulched by the landscaper at planting. The homeowner is responsible for the care of the trees.

Screening trees are trees required by the city to be planted as part of a landscape barrier or buffer that is designated on the subdivision plat. These trees, usually evergreens, are subject to the same requirements as street trees, and it is the homeowner's responsibility to provide care.

## **Property Lines**

It is not always easy to find the exact property line on a parcel of property. Fences, driveways, utility lines and other structures may give a false impression as to the exact location of property lines. Determining the actual property lines is important, especially to ensure that fences, planting, building additions and so forth are properly located. Problems could occur if one accidentally builds or plants on a neighbor's property.

The front lot line is typically several feet from the back of the curb. This area, including any public walk along the street, is within the public right-of-way at the front of the lot. Driveway aprons that appear to extend into an adjacent lot, especially within culdesacs, are permissible within the public right-of-way.

The mortgage survey required by a lending institution may be cursory in nature and may not identify possible property related problems such as easement encroachments, improperly located buildings or fences and so forth. The mortgage survey required by a lender does not include pinning or staking the lot's boundaries unless the homebuyer specifically requests and pays for it. A licensed land surveyor can confirm actual property lines if the homebuyer did not purchase a stake survey through the lender.

## **Permits**

Building permits are required for all new construction as well as for remodeling and additions. These permits, obtained from the Division of Building Inspection, are required for all major remodeling or building activities, including construction of a fence, swimming pool or driveway.

## **Private Deed Restrictions or Covenants**

Private deed restrictions established by the subdivision developer exist for many subdivisions and often restrict the type of home construction and a wide range of activities within the subdivision. Such private restrictions are not enforceable by the government. Private deed covenants can override and restrict uses otherwise permitted by the government's zoning category, and are enforceable by the developer and/or the neighborhood's Homeowner's Association (HOA).

Homeowners should obtain any appropriate HOA approvals prior to making improvements, additions, or alterations to the property, such as adding a fence or an outbuilding (assuming those are not prohibited by the deed restrictions). In neighborhoods developed by Ball Homes, Ball Homes administers the HOA until such time as the homeowners are prepared to assume that responsibility and it is no longer necessary for the developer to perform that function. In areas where Ball Homes developed the property and there is not a separate HOA, such proposals for improvements should be submitted to Ball Development for approval. A submission form can be requested from our Customer Service Department.

### **Property Owner Maintenance Responsibilities**

The local government is responsible for the maintenance and repair of publicly owned facilities. These projects require a major investment of time and money and as a result are often placed on a priority list for funding. Therefore, a project may take several years to be completed. If the completion of a particular project or the maintenance of a particular facility is important to a homebuyer, he or she should please contact the appropriate office of the local government to obtain information regarding the project's current status.

Local ordinances, plat notes, and neighborhood deed restrictions or covenants will often require maintenance of public property and common area property by the adjacent lot owners or HOA. The same is true for easement areas on lots.

### **Wet Season Drainage**

The lowest area of individual lots as well as entire lots in the lowest elevation areas of a neighborhood may experience extended periods of water runoff during heavy rains. These conditions are most prevalent with new homes when dirt has been recently disturbed and lawns are not yet mature. As a general rule, healthy grass indicates acceptable drainage even though an area or swale may encounter prolonged wetness.





# THANK YOU

Ball Homes understands that the customer-builder relationship is a long-term one, built on a foundation of good communication, clear expectations, and exemplary service. It is our hope that the *Homebuyer's Guide* will function as an important and helpful tool in establishing clear communication. Since we are always open to customer feedback, we hope that homeowners who find this publication useful, or who see ways that it could be improved, will let us know.

We would like to thank each homebuyer for putting their trust in us as the builder of their new home. We understand the importance of homes as financial, personal and emotional investments, and are very proud to have participated in the dreams of so many thousands of people over the past fifty-plus years.

Thanks again for choosing Ball Homes as your builder.





**MAILING ADDRESS**

P.O. Box 12950  
Lexington, Kentucky 40583-2950  
Toll-free 888.268.1101

**LOUISVILLE OFFICE**

2527 Nelson Miller Pkwy, Unit 207  
Louisville, Kentucky 40223  
Phone 502.429.6898 • Fax 502.429.6226

**LEXINGTON OFFICE**

3609 Walden Drive  
Lexington, Kentucky 40517  
Phone 859.268.1191 • Fax 859.514.4598

[www.ballhomes.com](http://www.ballhomes.com)

