

New Home Construction: Offer of Warranty

Wind River Homes, LLC. offers a one year warranty against defects in materials and workmanship to the first purchaser of the structure or dwelling.

Home Address: _____

, OR _____

Purchaser _____ Date _____

Wind River Homes TR _____ Date _____

1. Limited Express Warranty – Not For Recording

The said Improvement and any improvements constructed by Contractor are covered by limited express warranties as follows: All labor has been performed in a good and workmanlike manner in compliance with the plans, specifications, change orders, and the applicable building code and, when applicable, FHA or VA standards. Contractor will make, at Contractor's expense, repairs and/or replacements due to defective materials or workmanship, if notice of such is given in writing to Contractor within one (1) year from the date of occupancy by Owner. The repairs and/or replacements will be made by Contractor within a reasonable amount of time after Contractor's receipt of the Owner's written notice of the defective materials or workmanship. The warranties herein shall not apply to damages or defects as a result of ordinary wear and tear, natural disaster, changes made to grade elevation or structure by Owner, or any negligent acts of Owner. No other warranties, express or implied, are given, including, but not limited to, a warranty of fitness for habitation, quality or conditions, except as expressly given herein. The provisions of this Section shall survive the closing, but does not extend to any subsequent purchaser of the said Improvement, or to any other person or entity. Warranty to extend for a period of one (1) year.

This warranty does not cover any appliance, piece of equipment or other item which is a consumer product for the purposes of the Magnuson-Moss Warranty Act (15 U.S.C. Sec. 2301 through 2312). The Contractor hereby assigns to the Owner all rights under manufacturer's warranties on all appliances and items of equipment included in the said Improvement.

2. Non-Warranted Items

The Contractor shall not warrant the material or labor for the following items, because of the natural characteristics of new construction, including but not limited to, expansion and contraction caused by weather, temperature, and natural settling. The items not warranted by the Contractor are as follows:

- 2.1 Infiltration of radon gas.
- 2.2 Survival of any uncut trees on building site.
- 2.3 Maintenance work of any kind.
- 2.4 Discoloration of brick stone or stucco type exteriors.
- 2.5 Grading due to settlement of backfill.
- 2.6 Utilities installed by developer or utility companies.
- 2.7 Presence or any damage from insects, birds or rodents.
- 2.8 Outside sillcocks or any other hose connection.
- 2.9 Glass breakage.
- 2.10 Defects in materials and workmanship supplied by anyone other than the Contractor or its employees agents, or subcontractors.

2.11 Damage due to the abuse or neglect of the Owner or the Owner's failure to provide for proper maintenance.

2.12 Changes in the level of the underground water table which were not at the time of the construction.

2.13 Soil movement which was not reasonably predictable at the time of construction.

2.14 Cosmetic damage to such items as:

2.14.1 sinks, tubs and plumbing fixtures;

2.14.2 counter tops and cabinet doors;

2.14.3 light fixtures, mirrors, and glass;

2.14.4 windows and screens;

2.14.5 tile, carpet, hardwood and resilient flooring;

2.14.6 doors, trim and hardware;

2.14.7 finish on appliances;

2.14.8 exterior hardware;

2.14.9 concrete cracking.

On the ____ day of _____, 20____, Contractor offered the above stated warranty to _____ (owner/purchaser) concerning the new residential structure or zero lot line dwelling located at _____ (site address).

Owner/purchaser rejected/accepted (select one) the above stated warranty on the ____ day of _____, 20____.

Contractor

Owner/Purchaser

Date

Date

RECOMMENDED MAINTENANCE SCHEDULE FOR HOMEOWNERS (ORS 701.336) (OAR 812-001-0240)

Maintenance Item	Description of Maintenance	How Often	Date	Date	Date
Caulking/Weather-Stripping	Check and repair missing, cracked, or peeling caulking or weather-stripping around window sills, door frames, and in siding gaps.	Twice yearly			
Debris Removal	Inspect gutters for debris blockage. Remove debris (for example, tree needles and leaves) from downspouts and gutters.	Yearly			
Foundation	Check soil around foundation to make sure that it slopes in such a way that water can flow away from the foundation. Fill soil in any areas that have settled around the foundation.	Yearly			
Gutters & Downspouts	Inspect gutters and downspouts for leaks. Repair if necessary. Check alignment of gutters, downspouts, and splash blocks to ensure that water is properly diverted away from the structure and foundation. Repair if necessary.	Yearly			
Landscaping Sprinklers	Check landscaping sprinklers to make sure that they are not set so that they will soak siding or form puddles near the foundation. Adjust if necessary.	Yearly			
Mortar	Check and repair missing mortar in exterior masonry.	Yearly			
Paint	Check painted surfaces for cracking, peeling, or fading. Repaint if necessary.	Yearly			
Roof	Check roof for damaged, loose, or missing shingles. Check flashing around roof stacks, vents, skylights, and chimneys and in roof valleys for missing or loose flashing. Repair or replace if necessary.	Yearly			
Trees & Shrubs	Trim back tree branches, shrubs, and other plants to make sure they are not in contact with the structure.	Yearly			
Ventilation Systems	Check to make sure that interior mechanical ventilation systems (such as bathroom, kitchen, and utility room vent fans) are in good working order. Repair if necessary.	Every two months			
Water Stains	Check for water stains in the roof of the attic and in the exterior overhangs or soffits. If water stains are present, locate and repair the cause of moisture intrusion.	Yearly			

DATE:

BUYER:



Consumer Protection Notice

Actions to help make your project successful

(ORS 701.330 (1))

Oregon law requires contractors to provide the homeowner with this notice at the time of written contract, for work on a residential structure. This notice explains licensing, bond and insurance requirements, and steps that consumers can take to help protect their interests.

START OUT YOUR PROJECT RIGHT

1. Make sure your contractor is properly licensed before you sign a contract. Visit www.oregon.gov/ccb, and click on the link, Check on a Contractor's License, or call our offices at 503-378-4621. To be licensed in Oregon, contractors must take training and pass a test on business practices and law. Licensing is not a guarantee of the contractor's work.
 - A license requires the contractor to maintain a surety bond and liability insurance - The CCB surety bond provides a limited amount of financial security if the contractor is ordered to pay damages in contract disputes. It is not intended to be a safety net for consumer damages. Consumers with large projects may wish to look into performance bonds. Liability insurance coverage provides for property damage and bodily injury caused by the contractor. It does not cover contract disputes, including poor workmanship.
 - If your contractor is not licensed - the CCB bond and dispute resolution services will not be available to you.
2. What you should know about bids, contracts, and change orders:
 - Bids - *Do not automatically accept the lowest bid* - A low bid may make it necessary for the contractor to use lower quality materials and to cut corners in workmanship.
 - Contracts and Change Orders - *Always get it in writing*. Your contractor is required to provide a written contract if the contract price is more than \$2000. The CCB recommends that all contracts be in writing.
 - Contracts should be as detailed as possible - Some items to include are materials and costs, permits, estimated start and completion dates, debris removal, and arbitration clauses. Make sure the contractor's name, CCB number, and contact information is included in the contract.
 - Read and understand your contract before signing it - Don't be pressured into signing your contract without taking the time needed to go through it. Make sure it includes enough details to avoid misunderstandings and to protect you and your property.
3. Additional contract information you should know:
 - A Payment Schedule - should be included in the contract. Stick to the schedule and never pay in full for a project before the work is complete.
 - Special Note on Liens - Subcontractors and material suppliers that work on your project are often paid by the general contractor. If a general contractor fails to pay, the subcontractor may file a lien on your property. For information on construction liens, visit the CCB's Consumer Help Page at www.oregon.gov/ccb, or contact an attorney.
 - Warranty on new residential construction - Contractors must make an offer of a warranty when constructing a new residential structure. Consumers may accept or refuse the warranty.
4. If you should have a problem with your contractor - You can file a complaint with the CCB against a licensed contractor within one year of the substantial completion of work on your project. Contact the CCB office at 503-378-4621 for help.

Visit the CCB website at for more information on having a successful project.
www.oregon.gov/ccb

CONTRACTOR: CCB#: 205056

PROPERTY OWNER:

Signature

Date

Signature

Date



Notice of Procedure

Regarding Residential Construction Arbitrations and Lawsuits

(ORS 701.330)

Oregon law contains important requirements that homeowners must follow before starting an arbitration or court action against any contractor, subcontractor, or supplier (materials or equipment) for construction defects.

Before you start an arbitration or court action, you must do the following:

1. Deliver a written notice of any conditions that you believe are defective to the contractor, subcontractor, or supplier that you believe is responsible for the alleged defect.
2. Allow the contractor, subcontractor, supplier, or its agent, to visually inspect the possible defects and also allow the contractor, subcontractor, or supplier to do reasonable testing.
3. Provide the contractor, subcontractor, supplier, or its agent, the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made.

There are strict procedures and deadlines that must be followed under Oregon law. Failure to follow those procedures or meet those deadlines will affect your right to start an arbitration or court action.

You should contact an attorney for information on the procedures and deadlines required under Oregon law.

Your contractor is supplying this notice to you as required by Oregon law.

CONTRACTOR: CCB#: 205036

HOMEOWNER:

WIND RIVER HOMES LLC
Print Contractor Name (as it appears on contract)

Print Homeowner Name (as it appears on contract)

[Signature] _____
Signature of Authorized Representative Date

Signature Date



Moisture Intrusion & Water Damage Information For Home Owners

Effective July 1, 2008, contractors that build new homes must provide special information to homebuyers about moisture intrusion and water damage, and provide a home maintenance schedule in accordance with ORS 701.335. The following information was prepared by the Oregon Construction Contractors Board (CCB) to help contractors comply with this requirement.

What is moisture intrusion and water damage? "Moisture intrusion" means water – whether liquid, frozen, condensed or vaporized – that penetrates into your home. "Water damage" means damage or harm caused by moisture intrusion that reduces the value or usefulness of your home.

How does moisture intrusion and water damage occur? Some causes of moisture intrusion and water damage are:

- Missing or loose roofing materials or flashing
- Window sills or door frames without adequate caulking or weather-stripping
- Lack of caulking in siding, mortar in masonry, or grout in exterior ceramic tile installations
- Degraded paint on exterior siding or surfaces
- Overflowing or clogged gutters
- Gutter drains or downspouts that are not a sufficient distance from the structure
- Improper drainage slope next to foundation
- Plant materials too close to the structure or foundation
- Sprinklers that overspray onto the structure or foundation
- Non-working interior ventilation systems

How can you tell if your home has water damage? Signs of water damage may include dampness, staining, mildew (blackened surfaces with a musty smell), or softness in wood (a possible sign of dry rot).

What to do if you see signs of water damage: If water damage is discovered, you should investigate its source. Take steps to repair or replace any building parts or materials that allowed the moisture intrusion. You may need to take additional steps, depending on the extent of the water damage.

If you have specific questions about maintaining your new home, ask your contractor. If you need professional assistance in conducting a maintenance inspection, you may wish to contact your contractor or a licensed home inspection business.

(ORS 701.335) (OAR 812-001-0240)

**Notice of Compliance with the
Homebuyer Protection Act (HPA)(ORS 87.007)**

In compliance with Oregon law, the below mentioned Seller has selected to comply with the requirements of ORS 87.007.

1. ADDRESS or DESCRIPTION OF PROPERTY		
Address or Location	City, State	Zip Code
2. DATE OF PURCHASE (CHOOSE ONE)		
A. <input type="checkbox"/> ORS 87.007 (which includes the provisions listed in part B of this form) does not apply to the sale of the above described Property.		
B. <input checked="" type="checkbox"/> ORS 87.007 applies to the sale of the above described Property. Seller complied with ORS 87.007(2) by (check which one applies):		
1. <input checked="" type="checkbox"/> Title Insurance as provided for in ORS 87.007(2)(a).		
2. <input checked="" type="checkbox"/> Retained in Escrow not less than 25 percent of the sale price as provided for in ORS 87.007(2)(b).		
3. <input type="checkbox"/> Bond or Letter of Credit as provided for in ORS 87.007(2)(c).		
4. <input type="checkbox"/> Written Waivers received from every person claiming a lien as provided for in ORS 87.007(2)(d).		
5. <input type="checkbox"/> Completed Sale After the Deadline for perfecting liens as provided for in ORS 87.007(2)(e).		
3. SELLER INFORMATION		
Company Name (if applicable) <i>WIND RIVER HOMES</i>		
Agent of Company or Individual Seller <i>RICHARD TOVAR</i>		
Title of Company Agent (if applicable) <i>TR</i>		
Signature		Date

4. BUYER INFORMATION	
Buyer Name	
Agent of Company or Individual Buyer	
Title of Company Agent (if applicable)	
Signature	Date

Hose Bib shut-offs

The hose bibs on your house need to be shut off and drained in the Winter months to avoid freezing waterlines.

The shut-off for the front hose bib is under the hall sink.
The shut off for the backyard hose bib is under the kitchen sink.

Buyer _____ Date _____

Seasonal Reminder:

There are 2 exterior hose bibs, these should be shut off in the late fall before freezing temperatures arrive. The shut off locations in your house are under the kitchen sink for the back yard and in the garage for the front of the house.

Also, there is a shut off for the landscape sprinkler system. This should be shut off at the end of the irrigation season. The shut off is located by the water meter, in the ground. There is a small green, circular lid covering it.



Information Notice To Owner About Construction Liens

(ORS 87.093)

This is not a lien. Your contractor is required by law to provide this notice to inform you about construction lien laws. This notice explains the construction lien law, and gives steps you can take to protect your property from a valid lien. As an owner, you should read this information notice carefully. This information notice is required to be given if you contract for residential construction or remodeling, if you are buying a new home, or at any time the contract price exceeds \$2,000.

- Under Oregon law, your contractor and others who provide labor, materials, equipment, or services to your project may be able to claim payment from your property if they have not been paid. That claim is called a Construction Lien.
- If your contractor does not pay subcontractors, employees, rental equipment dealers, materials suppliers, or does not make other legally required payments, those who are owed money may place a lien against your property for payment. **It is in your best interest to verify that all bills related to your contract are paid, even if you have paid your contractor in full.**
- If you occupy or will occupy your home, persons who supply materials, labor, equipment, or services ordered by your contractor are permitted by law to file a lien against your property only if they have sent you a timely Notice of Right to Lien (which is different from this Information Notice), before or during construction. If you enter into a contract to buy a newly-built, partially-built, or newly-remodeled home, a lien may be claimed even though you have not received a Notice of Right to a Lien. If you do not occupy the building, a Notice of Right to Lien is not required prior to filing a lien.

This notice is not intended to be a complete analysis of the law. You should consult an attorney for more information.

Common Questions and Answers About Construction Liens

Can someone record a construction lien even if I pay my contractor? Yes. Anyone who has not been paid for labor, material, equipment, or services on your project and has provided you with a valid Notice of Right to Lien has the right to record a construction lien.

What is a Notice of Right to Lien? A Notice of a Right to Lien is sent to you by persons who have provided labor, materials, or equipment to your construction project. It protects their construction lien rights against your property.

What should I do when I receive a Notice of Right to Lien? Don't ignore it. Find out what arrangements your contractor has made to pay the sender of the Notice of Right to Lien.

When do construction liens need to be recorded? In Oregon, construction liens generally need to be recorded within 75 days from the date the project was substantially completed, or 75 days from the date that the lien claimant stopped providing labor, material, equipment, or services, whichever happened first. To enforce a lien, the lien holder must file a lawsuit in a proper court within 120 days of the date the lien was filed.

Note to Contractor: This notice must be delivered personally, or mailed by registered mail, certified mail, or by first-class mail with a certificate of mailing. Ask the signing parties to provide you with an original or copy to retain in your files. You should retain proof of delivery of this notice for at least two years.

Steps That Consumers Can Take to Protect Themselves

- **Contact the Construction Contractors Board (CCB) and confirm that your contractor is licensed.** The law requires all construction contractors to be licensed with the CCB. Check a contractor's license online at the CCB consumer website: www.oregon.gov/ccb, or you can call 503-378-4621.
- **Review the Consumer Protection Notice (ORS 701.330(1)),** which your contractor must provide to you at the time of contract on a residential structure.
- **Consider using the services of an escrow agent** to protect your interests. Consult your attorney to find out whether your escrow agent will protect you against liens when making payments.
- **Contact a title company about obtaining a title policy** that will protect you from construction lien claims.
- **Find out what precautions, if any, will be taken** by your contractor, lending institution, and architect to protect your project from construction liens.
- **Ask the contractor to get lien waivers or lien releases** from every subcontractor, materials provider, equipment provider, and anyone else the contractor is responsible for paying. Do this before you give your contractor a progress payment.
- **Have a written contract with your contractor.** A written contract is **required** for projects greater than \$2,000. An original contractor that fails to provide a written contract as required by law, may not place a construction lien against the owner's property.
- **If you receive a Notice of Right to Lien, ask for a statement of the reasonable value of the materials, labor, equipment, or services** provided to your project from everyone who sends you a Notice of Right to Lien. If the information is not provided in a timely manner, the sender of the Notice of Right to Lien may still be able to file a construction lien, but will not be entitled to attorney fees.
- **When you pay your contractor, write checks made jointly payable to the contractor, subcontractors, materials, equipment, or services providers.** The checks name both the contractor and the subcontractor, materials or equipment provider. The checks can only be cashed if **both** the contractor and the subcontractor, materials or equipment provider endorses it. Be aware that many banks will not accept checks made payable to multiple parties unless each party appears at the bank with government-issued identification at the time of deposit. Your contractor may wish to check with its bank and advise whether this is an option.
- **Should you have a dispute with your contractor,** you may be able to file a complaint with the CCB and be reimbursed in whole or in part from the contractor's bond. For more details about help available through the agency, write to the CCB at PO Box 14140, Salem, OR 97309-5052 or call 503-378-4621.
- **Consult an attorney.** If you do not have an attorney, consider contacting the Oregon State Bar Referral Service at 503-684-3763 or 1-800-452-7636.

Signing this Information Notice verifies only that you have received it. Your signature does not give your contractor or those who provide material, labor, equipment, or services, any additional rights to place a lien on your property.

Job Site Address: _____

CONTRACTOR: CCB#: 205056

PROPERTY OWNER: WINDRIVER HOMES, LLC

WINDRIVER HOMES, LLC

Print Name (as it appears on contract)

Print Name (as it appears on contract)

 _____
Signature

_____ Date

_____ Signature

_____ Date