

# **ATTACHMENT I:**

## **Builder Limited Warranty**

*Robert M. Kaya Builders, Inc. First Year  
Customer Care Program Limited Warranty  
on Building Construction*





CONGRATULATIONS! You have just purchased a home built by Robert M. Kaya Builders, Inc. It was an honor to have participated in the construction of your new home and we feel certain that you will be satisfied with the workmanship and quality of construction.

For most people, the purchase of a home will be the biggest investment they will make in their lifetime. Because of this, you as the homeowner will want all the assurances that the home you purchased will have lasting qualities for you and your family to enjoy for many more years to come. We at Robert M. Kaya Builders, Inc. share your feelings and are committed to help you achieve this.

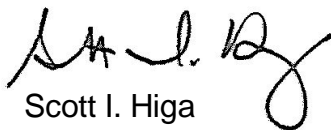
Robert M. Kaya Builders, Inc. has been in business for over a half century and continues to offer Hawaii's people quality in construction. Your home was constructed no differently from our construction of custom designed homes where special attention is always given to workmanship and quality of construction. Our many years of experience and our insistence to use the most skilled craftsmen are key ingredients we used for the construction of your home.

As a means of ensuring that your new home is everything you envision it to be, this First Year Customer Care Program Limited Warranty and Guide is being provided to you to help you deal with unforeseen problems that may occur as well as important information on the care and maintenance of your home.

We hope you take full advantage of what the First Year Customer Care Program Limited Warranty and Maintenance Guide has to offer and wish you continued enjoyment of your new home.

Sincerely,

Robert M. Kaya Builders, Inc.

  
Scott I. Higa  
President



## FIRST YEAR CUSTOMER CARE PROGRAM

### LIMITED WARRANTY ON BUILDING CONSTRUCTION

As the building contractor for the Project, Robert M. Kaya Builders, Inc. used exceptional standards in the construction of your home. We assembled a team comprising of skilled craftsmen and respected suppliers of materials for the best possible construction of your home. Every precaution was taken to maintain the highest level of quality control.

As the contractor of your new home, Robert M. Kaya Builders, Inc. provides a transferable First Year Customer Care Program Limited Warranty which warrants the materials and workmanship in each home to be free from defects for a period of one year subject to exclusions, limitations and other requirements noted in this guide. This First Year Customer Care Program Limited Warranty extends to any subsequent purchasers of the home. A defect is defined as deficiencies in material and/or workmanship that do not meet acceptable building industry standards. Building industry standards allow for varying tolerances for different materials and their application. For additional information regarding standards of care and workmanship, please refer to the Quality Standards section of this guide. Please remember that this First Year Customer Care Program Limited Warranty provides coverage for minor problems which often occur during the first year of ownership.

If a defect in material or workmanship covered by this First Year Customer Care Program Limited Warranty occurs, Robert M. Kaya Builders, Inc. will repair or replace the defective items within a reasonable time, at no cost to the homeowner. Robert M. Kaya Builders, Inc. will not reimburse the homeowner, or his agent, for any repairs made by others without prior written consent of Robert M. Kaya Builders, Inc. Steps taken by Robert M. Kaya Builders, Inc. to correct defects shall not extend the warranty period beyond the initial term of one year.

Proper maintenance by the homeowner is necessary to prevent damage and ensure proper functioning of the home with its various systems. Robert M. Kaya Builders, Inc. will not perform maintenance or service for damage due to neglect, improper maintenance or abuse.

The warranty period begins from the date of closing (recordation) which is noted on the "Acknowledgement and Receipt of House Key" form.

## **COVERAGE AND EXCLUSIONS**

### **COSMETIC:**

Robert M. Kaya Builders, Inc. warrants the following items free from cosmetic defects at the time of sale. Because these items can be easily damaged during your move in, a thorough inspection will be made to determine their condition at the time of your New Home Orientation Tour.

- Available options
- Lighting fixtures and bulbs
- Bathtub and sink finishes
- Mirrors
- Cabinets and countertops
- Plumbing fixture finishes
- Window screens, frames or glass
- Wall and ceiling finishes

Cosmetic defects are deficiencies caused by scuffed, scratched, smudged, stained, chipped, torn, peeled or cracked surfaces. An obscured or extremely minor deficiency is considered of "no consequence" and is within building industry standards. Repairs or replacements will be made only if it can be determined that such deficiencies existed at the time of your walk through inspection.

### **PLUMBING:**

Robert M. Kaya Builders, Inc. warrants the following plumbing items to be free from dripping, leaking, cracking, stoppage, or overflow.

- Bathtubs and toilet drains
- Sink
- Faucets
- Water closets

Repairs or replacements will be made if it is determined that the damage or defect occurred during construction and was not caused by the homeowner.

### **LUMBER:**

Lumber has the tendency to crack, twist or, warp over a period of time. This natural occurrence will not affect the design and structural integrity of your home.

### **CABINETS:**

The cabinet doors are made of natural wood and the box is made of 5/8" low pressure particle board lined with melamine. The finishes and the color shades bring out the natural characteristics of wood and add to the beauty of the cabinets.

## OPTIONS AND UPGRADES:

Options and upgrades approved by the Developer and constructed by Robert M. Kaya Builders, Inc. are covered by this First Year Customer Care Program Limited Warranty to the extent it does not void or affect other warranties covered under this First Year Customer Care Program Limited Warranty.

## MANUFACTURER'S WARRANTIES:

Warranties for appliances and other manufactured products are provided by the manufacturer and will be effective from the date of closing (recordation). It is encumbered upon you to follow the manufacturer's procedures for warranty claims and to complete the warranty registration cards.

Items covered under Manufacturer's Warranties include, but are not limited to:

- Appliances and garbage disposal
- Floor covering
- Water heater
- Roofing material
- Wood Treatment

For warranty service on appliances during the first year of ownership, call the appropriate appliance repair service directly. The appliance repair service telephone numbers are contained in the appliance warranty package that has been provided to you under a separate package from this manual. For warranty service beyond the first year, please refer to the appliance manufacturer's warranty instructions that come with each appliance.

## OTHER WARRANTIES:

Termite ground treatment. Warranty provides coverage against infestation of subterranean termite for ten (10) years from **treatment date** and is being provided by the Hauoli Termite and Pest Control (termite treatment company). Should infestation occur, the termite treatment company will re-treat the covered area. It does not provide coverage against infestation by or the risk of drywood termites, ground or wood infesting insects, molds or fungus, except to the extent specifically provided .

Carefully read the 'Terms and Conditions' as outlined in the Termite Protection Plan; note item No. 4 in particular, regarding "Additions and Alterations" to your home.

## EXCLUSIONS

The following are not covered by this First Year Customer Care Program Limited Warranty:

1. Roadways, sidewalks, and off-site improvements or any other improvements not part of the home itself.
2. Any damage that is caused or made worse by:
  - a. Abuse, negligence or improper use/maintenance, operations or repairs by any persons other than a representative of Robert M. Kaya Builders, Inc. or its subcontractors.
  - b. Failure to comply with the manufacturer's warranty requirements for appliances, equipment or fixtures.
  - c. Failure to execute the Warranty Service Request in a reasonable length of time.
  - d. Changes, alterations or additions made to the home.
  - e. Changes in the grading of the ground around the home.
  - f. Dampness or condensation due to the failure to maintain adequate ventilation.
3. Normal wear and tear.
4. Loss or damage not attributable to a defect in the construction of the home.
5. Loss or damage resulting from accidents, riots, fire, explosion, smoke, falling objects, aircraft, vehicles, civil commotion, vandalism, acts of God, including lightning, windstorm, hail, flood, mudslides, earthquake, volcanic eruptions, sinkhole collapse, tidal wave, wind driven water and changes in the underground water table.
6. Construction of options and upgrades to the home by a contractor other than Robert M. Kaya Builders, Inc. whether said work was done before or after the purchase of the home.

## OTHER EXCLUSIONS

1. Color Match Disclaimer. Color matches of materials used in original construction or in repair or replacement of defective items are excluded from this Limited Warranty. This is due to uncontrollable factors such as dye lot, weathering, or normal wear and tear.

This includes but not limited to:

- Plastic laminate
- Interior and exterior paint
- Cabinet faces
- Stain on any wood surface

2. Damage After Walk Through. Damage caused by the homeowner is excluded from this Limited Warranty. This includes but not limited to:

- a. Damage due to ordinary wear and tear, lack of timely and poor maintenance, and abusive or unreasonable use.
- b. Defects and poor workmanship in items installed by anyone else other than Robert M. Kaya Builders, Inc. or its authorized agents.
- c. Damage, injury or loss due to acts, elements or natural occurrences beyond Robert M. Kaya Builders, Inc.'s control. This would include damages due to electrical power failure or other utility service supplied to your home, dust and ash. Damage of this nature is normally covered by your homeowner's insurance. Contact your insurance agent within 24 hours from the time the damage occurred.

3. The grading of lots is excluded from this First Year Customer Care Program Limited Warranty. Your yard was prepared so that water will drain around each side of the house. If these "drainage swales" are filled in with soil, sidewalks, or walls, proper drainage may be obstructed and may void your warranty. Awareness of the "drainage swales" will assure proper drainage of your property and prevent damages to your home as well as damages to your neighbors' property.

