



**RESIDENTIAL AND  
COMMERCIAL BUILDING  
SYSTEMS**

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# **Residential Construction Company Policy Statement**

Dear Home Buyer(s):

It is our sincere intention that the construction of your new home and subsequent ownership be a rewarding and exciting experience. We recognize that this is a big investment and that you may experience normal anxieties during the construction process. We thank you for the trust and confidence you've demonstrated by choosing us as your builder.

The following list has been compiled for clarification purposes. If you have any questions, please don't hesitate to contact your sales representative or building supervisor. Again, thank you for choosing us.

### **Clearing Policy**

We recognize the beauty and value of trees and how they enhance a homesite. Therefore, the only trees we will remove are those within 15–20 feet of the homesite and driveway, and those required to install the underground sanitary sewer (or septic system), storm sewer, water, gas, and electric lines.

Should you desire any additional clearing, we can refer you to the clearing contractor, with whom you may contract directly. We cannot prevent, warrant, or guarantee against tree damage or tree loss. Changes in water table, bark and root damage, increased sun exposure, and changes in grade all affect tree life and are an inevitable consequence of construction.

### **Land Work, Site Drainage, and Grading**

We install the drive, excavate for the foundation, backfill the foundation, dig trenches to install sewers, water, gas, and electric services as required, and then grade those areas affected by construction with a bulldozer at the completion of construction. This grade is not a "finish" grade. It is the final "rough" grade to ensure positive drainage away from the house. Any expenses we incur in installing yard drains or retaining walls will be deducted from the buyer's landscaping allowance. Where no landscaping allowance exists, the buyer will be responsible for these expenses. Drainage swales affected during construction will be re-established. Any other drainage, yard drains, retaining walls, or land work is the buyer's landscaping responsibility. Those areas not affected by construction will remain the same unless specifically addressed in this contract.

### **Septic Systems**

State and county government authorities determine the design of septic systems to protect the health, safety, and welfare of the general public. Individual septic

system design is permitted by the county health department pending their review of the topography, soils, perc test results, etc., in consultation with soils engineers and installers. Your septic system is designed to properly handle all household sewage on site. However, the performance cannot be guaranteed because of the many variables beyond design control, such as, but not limited to: variances in family size and household water use, septic system maintenance, landscaping, etc.

The system will be installed as designed. WE WARRANT THAT YOUR SEPTIC SYSTEM WILL BE INSTALLED AND APPROVED BY THE COUNTY HEALTH DEPARTMENT. WE CANNOT ASSUME ANY FURTHER RESPONSIBILITY DUE TO THE MULTITUDE OF VARIABLES INVOLVED. ANY SERVICE, MAINTENANCE, OR ALTERATIONS REQUIRED SUBSEQUENT TO THE APPROVED INSTALLATION IS THE HOME OWNER'S RESPONSIBILITY.

### **Well Water**

We will install a well, pump, pressure tank, and water line. We make no representation regarding supply or quality of water other than as required by the county (e.g., potable water at the time of inspection). The home owner is responsible for any water treatment equipment desired or required. The best way to find out about the quantity and quality of water is to ask neighbors adjacent to your homesite about their water supply.

### **Shading Variance**

Mortar is available in a variety of colors. Black, brown, white and gray are frequently chosen to achieve a distinctive look. It is difficult to achieve an exact mortar-to-sample match when choosing a shade of color. This is due in part to the variety of cements available and the variety of sands that masons use. Every combination produces a different shade. We will do our best to achieve the mortar color selected.

Color grout for floor and wall tile may enhance your decorating, but there is a disadvantage. Regrouting is inevitable due to shrinkage. To achieve a perfect color match when regrouting is extremely difficult. We highly recommend white grout whenever possible. Note: Regrouting and caulking are home owner's responsibilities. The building supervisor can give you some regrouting and caulking tips.

Shading differences can also occur in bricks, ceramic tile, roofing, wood cabinets, etc. These are manufactured products, and perceptible, although very slight, shading differences exist on each manufacturing run.

## **Paint Policy**

Paint colors vary under different lighting conditions. The actual paint color may vary from the sample chip. Stain color and shading will vary considerably upon application to different types of wood. Where stain enhances the natural beauty of wood, it also emphasizes the defects in wood. A perfectly uniform shade in color cannot be achieved by staining. If perfect color uniformity is required, then it must be painted. The home buyer is responsible for approving paint and stains.

To ensure that you receive the shades and colors you desire, you must meet the painter at the homesite so that you can approve the color on numerous test samples prior to full application. The painter has the right to substitute when the selection noted is unavailable, upon oral communication with you. You should then meet to approve the color substitution prior to application.

## **Paint Specifications**

- Manufacturer/Brand: Painter's discretion, unless specifically noted on selection sheet.
- Walls: Two coats off-white decorative flat latex.
- Woodwork: Three coats (stain or prime, finish coat, face coat) off-white, eggshell, or semi-gloss enamel, latex, or oil base paint, or stained and varnished. Note: All walls and woodwork will be one color. The home buyer can opt to have painted woodwork on railings, balusters, banisters, fireplace mantels, kneewall caps, and stair stringers stained.
- Exterior: A combination of colors is standard. Exterior colors, when noted on selection sheet, are mandatory.
- Ceilings, closets, garage: Drywall texture, no paint required.
- Railings: Stained or painted one color.

## **Lighting Policy**

A lighting allowance has been included in the price of your home, thereby giving you the freedom to choose the light fixtures that will complement your furnishings and decor. Prices of light fixtures vary considerably. We encourage you to analyze your budget prior to selecting fixtures. Your allowance provides you with enough money to adequately light your home. Should you choose to spend more than your allowance, the lighting store must have a check for the additional amount prior to releasing your fixtures for installation. Should you spend less, the balance will be credited to you at closing. We have arranged a discount for you at a local lighting distributor.

It is imperative that you select the fixtures and bulbs properly. Should a delivery of fixtures be incomplete due to backorders, shortages, or damage, your home will be completed with porcelain keyless fixtures on the interior. The cost of these fixtures will be deducted from your lighting allowance and is not refundable. At this point we will have fulfilled our contractual obligations with respect to lighting fixtures. A return trip to install a fixture will require compensation for the time and labor involved.

Note: The electrical plan shown on blueprints is for illustrative purposes only. Each house is wired according to the NEC and local code. Specific location for lights, outlets, and switches, if desired, must be specified. Heights of hanging fixtures must be specified. Hanging fixtures must be pre-wired and with adequate chain to achieve height specified. Location of recessed lights not located in soffits may vary due to mechanical and structural obstacles. Ceiling outlets intended for decorative fans must be noted so that adequate reinforcement can be installed. Please note whether fan is fan only or fan-light combination. Payment in full in advance is required for all additions. The electrical contractor will call you to arrange for a meeting at the job site so that any specific lighting, switch, or outlet locations you desire can be specified.

### **Job Site Visits**

The job site is a risky and hazardous area during construction. Our insurance does not cover any injuries you, your family, or friends may sustain on the job site. As a result, we strongly urge you to stay out of the construction area. Please rely on the expertise of our field supervisor to ensure the proper completion of your home. Should you choose to ignore this advisory, you do so at your own risk. We understand your desire to view your home as it is being constructed, but your safety is our primary concern. Please view from the curb only.

### **Warranty Release (Customer Supplied Items)**

We, our agents, or assigns do not warrant, implied or otherwise, any and all items, materials, and/or goods that the home buyer installs, or supplies for us to install, in the home.

### **Sweat Equity Program**

Our Sweat Equity Program is designed to reduce the cost of the homes for home buyers who want to do some of the work themselves. We want to emphasize the magnitude of this undertaking to the unskilled. The professional craftsman will make any job seem quick and easy. It was through years of apprenticeship and

hard work that they acquired their skills. Therefore, we ask that you pause a moment to seriously reflect on any work you might undertake. The Sweat Equity Program conditions are as follows:

- Only licensed and qualified subcontractors should be used to reduce the risk of an improper job.
- You must obtain a rider on your insurance policy to cover any work you perform.
- We are not responsible for any warranty or liability associated with the phase you perform.
- You must complete your phase according to our standard production cycle or you may incur interest costs due to the extended length of the construction loan period.

### **Exterior Wood Door Policy**

You acknowledge the inherent risk of wood warping by selecting wood doors for an exterior application. You also acknowledge the risk of damage to these doors during construction. You further recognize we cannot reduce this risk through our normal methods and construction procedures. You accept that an extended period of time may elapse before these doors can be properly sealed and finished. You accept any and all responsibility for warranty, service, and damage that may result by your selection of exterior doors. Further, you release us from any and all liabilities associated with this selection.

### **Radon**

Radon is a naturally occurring gas that is caused by the radioactive decay of the element radium. Since radium is contained in the Earth's crust and dissolves readily in water, radon can be found virtually everywhere. Preliminary studies suggest that prolonged exposure to high levels of radon gas may result in adverse health consequences.

This notice serves to advise you, the purchaser, that above average levels of radon gas may accumulate in any home, regardless of the type of home or who builds it. Because of the multitude of factors involved, it is difficult to predict whether a residence may be subject to high radon levels, unless tests to determine actual radon concentrations are conducted on a complete structure. It is in your best interest to install a sub-slab ventilation "prep" package. We understand this system is the most effective radon reduction method known at this time. It is easily installed during construction. It would be cost-prohibitive to install afterwards. We have made no investigation to determine whether there is radon gas or other environmental pollutants in the home or affecting the premises, although such conditions may exist. We have made no analysis or verification of the extent of the

environmental or health hazard, if any, that may affect the premises or residents. We make no representation or warranty as to the presence or lack of radon or hazardous environmental condition, or as to the effect of radon or any such condition on the premises or residents. WE FURTHER DISCLAIM ANY PURCHASER WAIVES, UNLESS OTHERWISE EXPRESSLY PROVIDED FOR IN BUILDER'S LIMITED WARRANTY, ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF GOOD WORKMANSHIP, HABITABILITY, MERCHANTABILITY, AND FITNESS OF PURPOSE AND INCLUDING ANY WARRANTIES THAT COULD BE CONSTRUED TO COVER THE PRESENCE OF RADON OR OTHER ENVIRONMENTAL POLLUTANTS. THE ONLY WARRANTIES WE PROVIDE TO THE PURCHASER ARE THOSE CONTAINED IN THE LIMITED WARRANTY.

### **Mold**

Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plant and other organic material. It spreads by microscopic spores borne on the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours. Mold can damage building components and personal property. Mold can also induce allergic reactions in susceptible people, but both the Centers for Disease Control and the National Academy of Sciences state that there is no causal link between the presence of mold and serious health conditions.

The home owner can take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize any possible adverse effects that may be caused by mold. Consult the Environmental Protection Agency's A Brief Guide to Mold, Moisture, and Your Home for further information.

### **Change Orders**

We realize that small changes are necessary to build a custom home and we do not charge for changes that deal with material selections or allowance overages but changes can complicate the production process. They can also require a reappraisal by the construction and mortgage loan lending institutions. The written and verbal process required to cancel, re-order, and re-process the documents to communicate the change to the affected contractors, suppliers, and

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staff and the subsequent follow-up required to ensure it is accomplished, require a tremendous work effort. This diverts your supervisor and the office staff from their primary responsibilities—to ensure that the building process proceeds smoothly. Change orders can result in backorders, increased costs, and a delay in the completion of your home. We will not be obligated to accept any change order after this date. However, if accepted, an \$ 150.00 fee is mandatory to offset these costs in addition to the cost of the change.