

HOME OWNER LIMITED WARRANTY (Issue 1.06)

I. INTRODUCTION

Please Read This Carefully. The following is intended to acquaint you with the responsibilities of the Builder under this Limited Warranty. The Warranty coverage is for a period of one year from the date of settlement or occupancy of your home, whichever occurs first. Some items are however, specifically indicated to be covered for a second year. If a defect is noted during the Warranty period, the Performance Standards will be used to determine the Builder's obligation under this Limited warranty. If a specific defect is not addressed in the Performance Standards, one of the following standard will be used to determine the Builder's obligation under this Limited Warranty:

- (a) Locally adopted codes; or
- (b) Model codes covering building, mechanical, plumbing, and electrical systems; or
- (c) Codes of nearby jurisdictions; or
- (d) Locally accepted building practices.

Also please note that coverage on certain items varies within the Limited Warranty period and some items rely on proper maintenance by the Home Owner (and/or The Homeowners Association, in instances relating to common elements).

IMPORTANT NOTES:

- 1. Builder's responsibility is strictly limited to the repair or replacement (at Builder's sole discretion) of defective items as provided herein. Under no circumstances shall Builder be deemed to be responsible for damages which may occur as a consequence of such defects.**
- 2. The equipment, appliances, components and materials used in the construction of your new home are made by major, reputable manufacturing companies who administer their own warranty programs. Warranty requests regarding such items must be addressed directly to the manufacturer and will be handled in accordance with their procedures and guidelines. There is no additional warranty on such items beyond those provided by their manufacturers.**
- 3. This warranty is not transferable.**

II. HOME OWNER RESPONSIBILITIES

The Home requires an active maintenance effort on the Home Owner's part to reduce the likelihood of damage due to neglect, improper maintenance, or abnormal use. Some specific Home Owner responsibilities are included under specific topics in Sections III < Performance Standards. **NOTE:** Damage caused or made worse by Home Owner negligence, improper maintenance, or improper operation is expressly excluded under this Limited Warranty.

III. PERFORMANCE STANDARDS - Topic Index

The Performance Standard list specific items (defects) within each separate area of coverage. The standards are expressed in terms of performance criteria. For easy comprehension, the format is designed as follows:

1. **Possible Deficiency** - a brief statement of problems that may be encountered.
2. **Performance Standard** - a performance standard relating to a specific deficiency.
3. **Responsibility** - a statement of the corrective action required of the Builder to repair the deficiency or a statement of the Home Owner's maintenance responsibilities.

Workmanship and Materials, First Year Only

Applies to problems encountered in the first year that are caused by defective materials or faulty workmanship in the following categories:

1. Site Work
2. Driveways
3. Concrete
4. Masonry
5. Wood and Plastic
6. Thermal and Moisture Protection
7. Doors and Windows
8. Finishes
9. Specialties
10. Equipment
11. Plumbing
12. Heating and Cooling
13. Ventilation
14. Electrical

System, First and Second Year

Applies to the overall functioning of the systems, not their individual components, fixtures, or equipment:

15. Plumbing System
16. Ventilation system
17. Electrical System

Manufacturer s Warranties

In the case of items that are covered by manufacturer s warranties the terms of such warranties shall take precedence over the present document.

1. **SITE WORK**

A. Site Grading

(1) **Possible Deficiency** - Settling of ground around foundation, utility trenches or other areas.

Performance Standard - Settling of ground around foundation walls, utility trenches or other filled areas shall not interfere with water drainage away from the Home.

Responsibility - Builder shall fill settled areas during the first year of the Limited Warranty period. Homeowner, (or the Home Owner's Association in condominium) shall be responsible for removal and replacement of shrubs or other landscaping affected by placement of such fill.

Note: Planting of trees and shrubs by the Home Owner or replacement of soil around the foundation with highly absorbent soil may interfere with water drainage.

B. Site Drainage

(1) **Possible Deficiency** - Improper drainage of the site.

Performance Standard - The necessary grades and swales shall have been established by the Builder to insure proper drainage away from the Home. Standing or ponding water shall not remain for extended periods (generally no more than 24 hours) in the immediate area after a rain, except that in storm water management areas, a longer period can be anticipated. The possibility of standing water after an unusually heavy rainfall should be anticipated. No grading determination shall be made while there is frost or snow on the ground, or while the ground is saturated.

Responsibility - The Builder is responsible only for initially establishing the proper grades and swales. The Home Owner (or the Association in a condominium) is responsible for maintaining such grades and swales once they have been properly established.

2. **DRIVEWAYS**

(1) **Possible Deficiency** - Low spots in driveway in which water pockets appear.

Performance Standard - No measurable water depth exceeding ½" is permitted on blacktop driveways 24 hours after a rainfall.

Responsibility - Correct to meet tolerance by filling with blacktop. The finished repair should be feathered and smoothed. Color variations are to be expected.

(2) **Possible Deficiency** - Excessive cracking of blacktop driveway.

Performance Standard - Blacktop driveway should not develop cracks more than ½" wide.

Responsibility - Correct cracks exceeding acceptable tolerance by patching. Finished repair to be feathered and smoothed.

(3) Possible Deficiency - Chipping at edges of blacktop.

Performance Standard - This section of blacktop is tamped in by hand and will crack more than 1/2" and cave in when heavy vehicles are driven over it.

Builder Responsibility - None.

3. **CONCRETE**

(1) Possible Deficiency - Separation or movement of concrete slabs within the structure at expansion and contraction joints.

Performance Standard - Concrete slabs within the structure are designed to move at expansion and contraction joints.

Responsibility - None.

(2) Possible Deficiency - Concrete basement or foundation wall cracks.

Performance Standard - Shrinkage cracks are not unusual in concrete foundation walls. Such cracks greater than 1/4 inch in width shall be repaired.

Responsibility - Builder will repair cracks in excess of 1/4 inch width.

(3) Possible Deficiency - Cracking of Concrete floor slabs, patios, stoops, porches

Performance Standard - Minor cracks in concrete floors are to be expected. Cracks exceeding 1/4 inch in width or 3/16 inch in vertical displacement shall be repaired.

Responsibility - Builder will repair cracks exceeding maximum tolerances by surface patching or other methods as required.

(4) Possible Deficiency - Cracking of slab in garage.

Performance Standard - Minor cracks in concrete floors are to be expected. Cracks in garage slabs in excess of 1/4 inch in width or 1/4 inch in vertical displacement shall be repaired.

Responsibility - Builder will repair cracks exceeding maximum tolerances by surface patching or other methods as required.

(5) Possible Deficiency - Uneven concrete floors/slabs.

Performance Standard - Except where a floor or portion of floor has been designed for specific drainage purposes, concrete floors in rooms designed for habitability shall not have pits, depressions or areas of unevenness exceeding 1/4 inch in 32 inches.

Responsibility - Builder will correct or repair to meet the Performance Standard.

(6) Possible Deficiency - Cracks in concrete slab-on-grade floors with finished flooring.

Performance Standard - Cracks which rupture the finished flooring material shall be repaired.

Responsibility - Builder will repair cracks, as necessary, so as not to be readily apparent when the finished flooring material is in place. (See also Performance Standard, Finishes.)”

(7) Possible Deficiency - Pitting, scaling or spalling of concrete work covered by this Limited Warranty.

Performance Standard - Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions of weathering and use.

Responsibility - Builder will take whatever corrective action necessary to repair or replace defective concrete surfaces. Builder is not responsible deterioration caused by salt, chemicals, mechanical implements and other factors beyond its control.

(8) Possible Deficiency - Separating of stoops, steps or garage floors.

Performance Standard - Stoops, steps or garage floors shall not separate in excess of 3/8 inch from the house structures.

Responsibility - Builder will caulk or fill gap.

(9) Possible Deficiency - Standing water on stoops.

Performance Standard - Water should drain from outdoor stoops and steps. Possibility of minor water standing on stoops for a short period after rain can be anticipated.

Responsibility - Builder will take necessary corrective action to meet the Performance Standard.

4. **MASONRY**

(1) Possible Deficiency - Basement or foundation wall cracks.

Performance Standard - Small cracks not affecting structural stability are not unusual in masonry foundation walls. Cracks greater than 1/4 inch in width shall be repaired.

Responsibility - will repair cracks in excess of 1/4 inch by pointing or patching.

(2) Possible Deficiency - Cracks in exterior masonry walls or veneer.

Performance Standard - Small cracks due to shrinkage are common in mortar joints in masonry construction. Cracks greater than 3/8 inch in width are considered excessive.

Responsibility - Builder will repair cracks in excess of Performance Standard by pointing or patching.

(3) Possible Deficiency - The basement wall is cracked (horizontal or vertical separation)

Performance Standard - Cracks in basement walls shall not allow exterior water to leak and drip into the basement.

Responsibility - The builder will repair cracks that do not meet the performance standard when leaks are present.

Note: a) Nailing or screwing of furring strips or other framing material to basement block walls will void this warranty.

b) All deficiencies relating to masonry shall be reported and repairs made during the first year of the Limited Warranty period. Builder will not be responsible for color variation between old and new mortar.

5. **WOOD AND PLASTIC**

(1) **Possible Deficiency** - Floors squeak or sub-floor appears loose.

Performance Standard - Floor squeaks and loose sub-floor are often temporary conditions common to new construction, and a squeak-proof floor cannot be guaranteed.

Responsibility - Builder will correct the problem only if caused by an underlying construction defect.

(2) **Possible Deficiency** - Uneven wood floors.

Performance Standard - Floors shall not have more than ¼ inch ridge or depression within any 32 inch measurement when measured parallel to the joists. Allowable floor and ceiling joist deflections are governed by the applicable building code. (Note: floors may have substantial variations when measured at right angle to the joists, due to joist shrinkage which is a common occurrence)

Responsibility - Builder will correct or repair to meet Performance Standard.

(3) **Possible Deficiency** - Bowed walls.

Standard All interior and exterior walls have slight variances on their finished surfaces. Bowing of walls should not detract from or blemish the walls finished surfaces. Walls should not bow more than 1/2 inch out of line within any 32 inch horizontal or ½ inch within any eight 8 foot vertical measurement.

Responsibility - Builder will repair to meet Performance Standard.

(4) **Possible Deficiency** - Out-of plumb walls.

Performance Standard - Walls should not be more than 3/8 inch out of plumb for any 32 inch vertical measurement.

Responsibility - Builder will repair to meet the Performance Standard.

(5) **Possible Deficiency** - Poor quality of interior trim workmanship.

Performance Standard - Joints in moldings or joint between moldings and adjacent surface shall not result in open - joints exceeding 1/8 inch in width.

Responsibility - Builder will repair defective joints, as defined. Caulking is acceptable.

(6) **Possible Deficiency** - Roof sheathing is wavy or appears bowed.

Performance Standard - Roof sheathing shall not bow more than ½ inch in 2 feet.

Responsibility - The builder will straighten bowed roof sheathing or correct swollen joints as necessary to meet the performance standard.

(7) **Possible Deficiency** - Squeaking stair riser or tread.

Performance Standard - Loud squeaks caused by loose stair riser or tread are unacceptable, but totally squeak-proof stair risers or treads cannot be guaranteed.

Responsibility - The builder will fasten any loose risers or take other corrective action to eliminate squeaking to the extent possible within reasonable repair capability without removing treads or ceiling finishes.

(8) **Possible Deficiency** - Wood decking boards are split, warped or cupped.

Performance Standard - Wood decking boards do crack, warp, or cup over time.

Responsibility - Builder will only repair extreme cases where a board is completely split through in the first six (6) months after closing.

6. **THERMAL AND MOISTURE**

A. Waterproofing

(1) **Possible Deficiency** - Leaks in basement.

Performance Standard - Leaks resulting in actual trickling of water shall be repaired. Leaks caused by improper landscaping or failure to maintain proper grades by Home Owner or Home Owner's Association are not covered by this Limited Warranty. Dampness of the walls or floors may occur in new construction and is not considered a deficiency. (Also see note to Section 1 A. Site Grading)

Responsibility - Builder will take such action as necessary to correct basement leaks except where the cause is determined to result from Home Owner action or negligence.

(2) **Possible Deficiency** - Dampness is evident on basement wall or floor.

Performance Standard - Dampness caused by wicking through the basement walls or floor and condensation of water vapor on cool walls and floors are not the responsibility of the builder.

Responsibility - None. Dampness prevention is the responsibility of the owner.

B. Insulation

(1) **Possible Deficiency** - Insufficient insulation.

Performance Standard - Insulation shall be installed in accordance with the building specifications and applicable energy and building code requirements.

Responsibility - Builder will install insulation in sufficient amounts to meet Performance standard.

C. Louvers and Vents

(1) **Possible Deficiency** - Leaks due to snow or rain driven into the attic through louvers or vents.

Performance Standard - Attic vents and/or louvers must be provided for proper ventilation of the attic space of the structure.

Responsibility - None.

D. Roofing and Siding

(1) **Possible Deficiency** - Ice build-up on roof.

Performance Standard - During prolonged cold spells, ice build-up is likely to occur at the eaves of a roof. This condition occurs when snow and ice accumulate and gutters and down spouts freeze up, and it may lead to leakage.

Responsibility - Prevention of ice build-up on the roof is a Home Owner or Home Owner's Association maintenance item.

(2) **Possible Deficiency** - Roof or flashing leaks.

Performance Standard - Roof or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice build-up or Home Owner or Association action or negligence.

Responsibility - Builder will repair any verified roof or flashing leaks not caused by ice build-up or Home Owner action or negligence.

(3) **Possible Deficiency** - De-lamination of veneer siding or joint separation.

Performance Standard - All siding shall be installed according to the manufacturer's and industry's accepted standards. Separations and de-lamination shall be repaired or replaced.

Responsibility - Builder will repair or replace siding as needed unless caused by Home Owner's neglect. Repaired area may not match in color and/or texture. For surfaces requiring paint, Builder will paint only the new materials that may not match original surface color.

E. Sheet Metal

(1) **Possible Deficiency** - Gutters and/or down spout leak.

Performance Standard - Gutters and down spouts shall not leak due to seam separations in excess of ¼ ."Gutters at seam locations may, however, drip once the caulk at the seam dries. Gutters may also overflow during heavy rain.

Responsibility - Builder will repair seam separations in excess of ¼ ." It is a Home Owner or Homeowner s'Association, responsibility to maintain gutters and to keep gutters and down spouts free of leaves and debris that could cause overflow.

(2) **Possible Deficiency** - Water standing in gutters.

Performance Standard - When the gutter is unobstructed by debris, the water level shall not exceed one (1) inch in depth. Industry practice is to install gutters approximately level. Consequently, it is possible that small amounts of water will stand in gutter.

Responsibility - Builder will correct to meet Performance Standard.

F. Sealants

(1) **Possible Deficiency** - Leaks in exterior walls due to inadequate caulking.

Performance Standard - Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to exclude the entry of water.

Responsibility - Builder will repair and/or caulk joints or cracks in exterior wall surfaces as required to correct deficiencies one time, during the first year of the Limited Warranty period. Even properly installed caulking will shrink and must be maintained during the life of the Home.

(2) **Possible Deficiency** - Gaps show in exterior trim.

Performance Standard - Joints between exterior trim elements, including siding and masonry, shall not result in joints opened wider than ¼ inch. In all cases the exterior trim shall perform its function of excluding the elements.

Responsibility - The builder will repair open joints that do not meet the performance standards. Caulking is acceptable.

7. DOORS AND WINDOWS

A. Wood and Plastic Doors

(1) **Possible Deficiency** - Warpage of exterior doors.

Performance Standard - Exterior doors will warp to some degree due to temperature differential on inside and outside surfaces. However, they shall not warp to the extent that they become inoperable or cease to be weather resistant or exceed National Woodwork Manufacturers Association standards (1/4 inch, measured Builder diagonally from corner to corner).

Responsibility - Builder will correct defective doors, during the first year of the Limited Warranty period.

(2) **Possible Deficiency** - Warpage of interior passage and closet doors.

Performance Standard - Interior doors (full openings) shall not warp in excess of National Woodwork Manufacturers Association Standards (1/4 inch, measured diagonally from corner to corner.)

Responsibility - Builder will correct defective doors to meet performance standard during the first year of the Limited Warranty period.

(3) **Possible Deficiency** - Shrinkage of insert panels show raw wood edges.

Performance Standard - Panels will shrink and expand and may expose unpainted surface.

Responsibility - None.

(4) **Possible Deficiency** - Split in door panel.

Performance Standard - Split panels shall not allow light to be visible through the door.

Responsibility - Builder will, if light is visible, fill split and match paint or stain as closely as possible, one time in first year of the Limited Warranty period.

(5) **Possible Deficiency** - Plastic molding behind storm door melts from exposure to sunlight.

Performance Standard - The plastic molding behind the storm doors should not melt if the storm panel is removed in warm weather and reinstalled by the owner during normal maintenance operations.

Responsibility - None.

(6) **Possible Deficiency** - Exterior door hardware has tarnished.

Performance Standard - Finishes on door hardware installed by the builder are covered by manufacturer's warranty.

Responsibility - None. Owner to contact manufacturer

B. Glass

(1) **Possible Deficiency** - Broken glass

Performance Standard - Glass should not be damaged at the time of closing.

Responsibility - Broken glass not reported to the Builder prior to closing is the Home Owner's responsibility.

C. Garage Doors on Attached Garages

(1) **Possible Deficiency** - Garage doors fail to operate properly, under normal use.

Performance Standard - Garage doors shall operate properly.

Responsibility - Builder will correct or adjust garage doors as required, except where the cause is determined to result from Home Owner action or negligence.

(2) **Possible Deficiency** - Garage doors allow entrance of snow or water.

Performance Standard - Garage doors shall be installed as recommended by the manufacturer. Some entrance of the elements can be expected under abnormal conditions.

Responsibility - Builder will adjust or correct garage doors to meet manufacturer's recommendations.

D. Wood, Vinyl and Metal Windows

(1) **Possible Deficiency** - Malfunction of windows

Performance Standard - Windows shall operate with reasonable ease, as designed.

Responsibility - Builder will correct or repair as required.

(2) **Possible Deficiency** - Condensation and/or frost on windows.

Performance Standard - Windows will collect condensation on interior surfaces when extreme temperature differences and high humidity levels are present. Condensation is usually the result of climatic/humidity conditions, created by the Home Owner.

Responsibility - Unless directly attributed to faulty installation, window condensation is a result of conditions beyond the Builder's control. No corrective action required.

E. Weather-stripping and Seals

(1) **Possible Deficiency** - Air infiltration around doors and windows.

Performance Standard - Some infiltration is normally noticeable around doors and windows, especially during high winds. Poorly fitted weather-stripping shall be adjusted or replaced. It may be necessary for the Home Owner to have storm doors and windows installed to provide satisfactory solutions in high wind areas.

Responsibility - Builder will adjust or correct poorly fitted doors, windows and poorly fitted weather-stripping.

F. Screens

(1) **Possible Deficiency** - Bent screen frames, tears or holes in screens

Performance Standard - Screens should not be damaged at the time of closing.

Responsibility - Screen damage not reported to the Builder prior to closing is the Home Owner's responsibility.

8. FINISHES

A. Drywall

(1) **Possible Deficiency** - Defects which appear during first year of the Limited Warranty such as nail pops, blisters in tape, or other blemishes.

Performance Standard - Slight "imperfections" such as nail pops, seam lines and cracks not exceeding 1/8 inch in width are common in gypsum wallboard installations and are considered acceptable.

Responsibility - Builder will repair only cracks exceeding 1/8 inch in width, one time only, during the first year of the limited Warranty period. Painting of repaired areas will be the responsibility of the Home Owner. (See also Performance Standard, "Painting.")

B. Ceramic Tile

(1) **Possible Deficiency** - Ceramic tile cracks or becomes loose.

Performance Standard - Ceramic tile shall not crack or become loose.

Responsibility - Builder will replace cracked tiles and re-secure loose tiles unless the defects were caused by the Home Owner action or negligence. Builder will not be responsible for discontinued patterns or color variations in ceramic tile.

(2) **Possible Deficiency** - Cracks appear in grouting of ceramic tile joints or at junctions with other materials such as a bathtub.

Performance Standard - Cracks in grouting of ceramic tile joints are commonly due to normal shrinkage conditions.

Responsibility - Builder will repair grouting if necessary one time only, during the first year of the Limited Warranty period. Builder will not be responsible for color variations or discontinued colored grout. Re-grouting of these cracks is a maintenance responsibility of the Home Owner within the life of the Home.

C. Finished Wood Flooring

(1) **Possible Deficiency** - Cracks developing between floor boards.

Performance Standard - Cracks in excess of 1/8 inch in width shall be corrected.

Responsibility - Builder will repair cracks in excess of 1/8 inch within the first year of the Limited Warranty period, by filling or replacing, at Builder's option.

D. Resilient Flooring

(1) **Possible Deficiency** - Nail pops appear on the surface of resilient flooring.

Performance Standard - Readily apparent nail pops shall be repaired.

Responsibility - Builder will correct nail pops which have broken the surface. Builder will repair or replace, at Builder's sole option, resilient floor covering in the affected area with similar material. Builder will not be responsible for discontinued patterns or color variations in the floor covering.

(2) **Possible Deficiency** - Depressions or ridges appear in the resilient flooring due to sub-floor irregularities.

Performance Standard - Readily apparent depressions or ridges appear in the resilient flooring due to sub-floor irregularities.

Responsibility - Builder will take corrective action as necessary, to bring the defect within acceptable tolerance so that the affected area is not readily visible. Builder will not be responsible for discontinued patterns or color variations in floor covering.

(3) **Possible Deficiency** - Resilient flooring loses adhesion.

Performance Standard - Resilient flooring shall not lift, bubble or become unglued.

Responsibility - Builder will repair or replace, at Builder's sole option, the affected areas as required. Builder will not be responsible for discontinued patterns or color variation of floor covering, or for problems caused by Home Owner neglect or abuse.

(4) **Possible Deficiency** - Seams or shrinkage gaps show at resilient flooring joints.

Performance Standard - Gaps shall not exceed 1/16 inch in width in resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch is permissible.

Responsibility - Builder will repair or replace, at Builder's sole option, the affected areas as required. Builder will not be responsible for discontinued patterns or color variation of floor covering, or for problems caused by Home Owner neglect or abuse.

E. Painting

(1) **Possible Deficiency** - Exterior paint or stain peels or fades.

Performance Standard - Exterior paints or stains should not peel during the first year of the Limited Warranty period. However, fading is normal and the degree is dependent on climatic conditions.

Responsibility - If paint or stain is defective, Builder will properly prepare and refinish affected areas, matching the color as close as possible. Where finish deterioration affects the majority of the wall area, the whole area will be refinished.

(2) **Possible Deficiency** - Painting required as corollary repair because of other work.

Performance Standard - Repairs required under this Limited warranty shall be finished to match surrounding areas as closely as practicable, except for drywall repairs under section 8.B(1) where touch up painting is the responsibility of the Home Owner.

Responsibility - Builder will finish repair areas as indicated. It can be expected that new paint may not match existing paint perfectly.

(3) **Possible Deficiency** - Deterioration of varnish or lacquer finishes.

Performance Standard - Natural finishes on interior woodwork shall not deteriorate during the first year of the Limited Warranty period. However, varnish type finishes used on the exterior will deteriorate rapidly and are not covered by the Limited Warranty.

Responsibility - Builder will retouch affected areas of natural finish interior woodwork, matching the color as closely as possible.

(4) **Possible Deficiency** - Mildew or fungus on painted surfaces.

Performance Standard - Mildew or fungus will form on a painted surface due to exposure to weather and humidity.

Responsibility - Mildew or fungus formation is a condition the Builder cannot control and is a Home Owner maintenance item unless it is a result of noncompliance with other sections of the Performance Standard.

F. Wall Covering

(1) **Possible Deficiency** - Peeling of wall covering.

Performance Standard - Peeling of wall covering shall not occur.

Responsibility - Builder will repair or replace defective wall covering applications.

(2) **Possible Deficiency** - Edge mismatching in pattern of wall covering.

Performance Standard - None.

Responsibility - None.

G. Carpeting

(1) **Possible Deficiency** - Open carpet seams.

Performance Standard - Carpet seams will show, particularly when using "Trackless" carpet. The visibility of the seam varies with light conditions and location of the seam. However, a gap at the seam is unacceptable.

Responsibility - Builder will correct.

(2) **Possible Deficiency** - Carpeting becomes loose, seams separate or stretching occurs.
Performance Standard - Wall to wall carpeting, installed as the primary floor covering, when stretched and secured properly shall not come up, become loose, or separate from its point of attachment.

Responsibility - Builder will re-stretch or re-secure carpeting as needed, if original installation was performed by Builder.

(3) **Possible Deficiency** - Spots on carpet, minor fading.

Performance Standard - Exposure to light may cause spots on carpet and/or minor fading.

Responsibility - None.

H. Special Coatings

(1) **Possible Deficiency** - Cracks in exterior stucco wall surfaces.

Performance Standard - Cracks are not unusual in exterior stucco wall surfaces. Cracks greater than 1/8 inch in width shall be repaired.

Responsibility - Builder will repair cracks exceeding 1/8 inch in width, one time only, during the first year of the Limited Warranty period.

9. SPECIALITIES

A. Louvers and Vents

(1) **Possible Deficiency** - Inadequate ventilation of attics and crawl spaces.

Performance Standard - Attic and crawl spaces shall be ventilated as required by the appropriate building code.

Responsibility - The Builder shall provide for adequate ventilation. Builder will not be responsible for alterations to the original system.

B. Fireplaces

(1) **Possible Deficiency** - Fireplace or chimney does not draw properly.

Performance Standard - A properly designed and constructed fireplace and chimney shall function properly. It is normal that high winds can cause negative draft situations. Obstructions such as large branches of trees too close to the chimney may also cause negative draft. Some homes may be so airtight as to need to have a window opened slightly to create an effective draft.

Responsibility - Builder will correct problem caused by design or construction of the fireplace. In the case of manufactured fireplaces the manufacturer's warranty will apply.

(2) **Possible Deficiency** - Chimney separation from structure to which it is attached.

Performance Standard - Newly built fireplaces will often incur slight amounts of separation. Separation shall not exceed 1/2 inch from the main.

Responsibility - Builder will correct if standard is not met. Caulking is acceptable.

(3) **Possible Deficiency** - Firebox paint changed by fire.

Performance Standard - None.

Responsibility - None. Heat and flames from fire will alter finish.

(4) **Possible Deficiency** - Cracked firebrick and mortar joints.

Performance Standard - None.

Responsibility - None. Heat and flames from "roaring" fires will cause cracking.

C. Skylights

(1) **Possible Deficiency** - Leaking of skylights.

Performance Standard - Skylights shall be installed in accordance with manufacturer's specifications. Leaks resulting from improper installation are unacceptable. Condensation on interior surfaces is not a leak and not considered a defect.

Responsibility - Builder will repair any improperly installed skylight to meet the performance standards.

10. EQUIPMENT

(1) **Possible Deficiency** - Surface cracks, joint de-lamination and chips in high pressure laminates on vanity and kitchen cabinet countertops.

Performance Standard - High pressure laminate countertops shall not de-laminate.

Responsibility - Builder will replace de-laminated coverings to meet specified criteria. Builder will not be responsible for chips and cracks noted following first occupancy.

(2) **Possible Deficiency** - Kitchen cabinet malfunctions.

Performance Standard - Warpage not to exceed 1/4 inch as measured from face frame to point of furthest warpage with door or drawer front in closed position.

Responsibility - Builder will correct or replace doors or drawer fronts.

(3) **Possible Deficiency** - Gaps between cabinets, ceiling or walls.

Performance Standard - Acceptable tolerance is 1/4 inch in width.

Responsibility - Builder will correct to meet Performance Standard.

(4) **Possible Deficiency** - Cabinet drawers or door binds

Performance Standard - Cabinet doors and drawers shall open and close with reasonable ease.

Responsibility - The builder will adjust or replace doors and drawers as necessary to meet the performance standard.

11. PLUMBING

A. Water Supply System

(1) **Possible Deficiency** - Plumbing pipes freeze and burst.

Performance Standard - Drain, waste and vent, and water pipes shall be adequately protected, as required by applicable code. during normally anticipated cold weather, and as defined in accordance with ASHRAE design temperatures, to prevent freezing.

Responsibility - Builder will correct situations not meeting the code. It is the Home Owner's responsibility to drain or otherwise protect exterior lines and faucets.

B. Plumbing System

(1) **Possible Deficiency** - Faucet or valve leak.

Performance Standard - No valve or faucet shall leak due to defects in workmanship and materials.

Responsibility - Builder will repair or replace the leaking faucet or valve during the first year of the Limited Warranty.

(2) **Possible Deficiency** - Defective plumbing fixtures, appliances or trim fittings.
Performance Standard - Fixtures, appliances or fittings shall comply with their manufacturer's standards.
Responsibility - Builder will repair or replace any defective fixture or fitting to meet manufacturer's standards within the first year of the Limited Warranty.

(3) **Possible Deficiency** - Noisy water pipes.
Performance Standard - There will be some noise emitting from the water pipe system, due to the flow of water. However, water hammer shall be eliminated.
Responsibility - Builder cannot control noises due to water flow and expansion. Builder will take action to correct "water hammer" during the first year of the Limited Warranty.

(4) **Possible Deficiency** - Cracking or chipping of porcelain or fiberglass surfaces.
Performance Standard - Chips and cracks on surfaces of bathtubs and kitchen sinks can occur when surface is hit with sharp or heavy objects.
Responsibility - Builder will not be responsible for repairs unless damage has been reported to Builder prior to first occupancy.

12. **HEATING AND COOLING**

A. Heating

(1) **Possible Deficiency** - Inadequate heating.
Performance Standard - Heating system shall be capable of producing an inside temperature of 70 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor, under normal local outdoor winter design conditions as specified in ASHRAE handbook. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted.
Responsibility - Builder will correct heating system during the first year of the Limited Warranty to provide the required temperatures. However, the Home Owner shall be responsible for balancing dampers, registers and other minor adjustments.

B. Refrigeration

(1) **Possible Deficiency** - Inadequate cooling.
Performance Standard - Where air-conditioning is provided, the cooling system shall be capable of maintaining a temperature of 78 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor, under normal local outdoor summer design conditions as specified in ASHRAE handbook. In the case of outside temperatures exceeding 95 degrees Fahrenheit, a differential of 15 degrees Fahrenheit from the outside temperature will be maintained. Federal, state, or local energy codes shall supersede this standard where such codes have been locally adopted.

Responsibility - Builder will correct cooling system to meet temperature conditions, in accordance with specifications during the first year of the Limited Warranty.

C. Condensation Lines

(1) **Possible Deficiency** - Condensation lines clog up.

Performance Standard - None.

Responsibility - Condensation lines will clog eventually under normal use. This is a Home Owner maintenance item. Builder shall provide unobstructed condensation lines at time of first occupancy.

D. Evaporative Cooling

(1) **Possible Deficiency** - Improper mechanical operation.

Performance Standard - Equipment shall function properly at temperature standard set.

Responsibility - Builder will correct and adjust so that blower and water system operate as designed within the first year of the Limited Warranty.

13. VENTILATION

(1) **Possible Deficiency** - Noisy ductwork

Performance Standard - When metal is heated it expands and when cooled it contracts. The result is "ticking" or "crackling" which is generally to be expected.

Responsibility - None.

(2) **Possible Deficiency** - Oil canning.

Performance Standard - The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not "oil can." The booming noise caused by "oil canning" is not acceptable.

Responsibility - Builder will correct to eliminate this sound.

14. ELECTRICAL

A. Electrical Conductors, Fuses and Circuit Breakers

(1) **Possible Deficiency** - Fuses blow or circuit breakers (excluding ground fault interrupters) "kick out."

Performance Standard - Fuses and circuit breakers shall not activate under normal usage.

Responsibility - Builder will check wiring circuits for conformity with local, state, or approved correct circuitry not conforming to code specifications.

B. Outlets, Switches and Fixtures

(1) **Possible Deficiency** - Drafts from electrical outlets.

Performance Standard - Electrical junction boxes on exterior walls may produce air flow whereby the cold air can be drawn through the outlet into a room. The problem is normal in new home construction.

Responsibility - None.

(2) **Possible Deficiency** - Malfunction of electrical outlets, switches or fixtures.

Performance Standard - All switches, fixtures and outlets shall operate as intended.

Responsibility - Builder will repair or replace defective switches, fixtures and outlets during the first year of the Limited Warranty.

C. Service and Distribution

(1) **Possible Deficiency** - Ground fault interrupter trips frequently.

Performance Standard - Ground fault interrupters are sensitive safety devices installed to provide protection against electrical shock. These devices are intended to be tripped very easily.

Responsibility - Builder shall install ground fault interrupter in accordance with approved electrical code. Tripping is not covered, unless due to a construction defect.

SYSTEMS: COVERAGE 1ST AND 2ND YEARS

15. PLUMBING SYSTEM

(1) **Possible Deficiency** - Water supply system fails to deliver water.

Performance Standard - All on-site service connections to municipal water main shall be the Builder's responsibility. Private systems shall be designed and installed in accordance with all approved building, plumbing and health codes.

Responsibility - Builder will repair if failure is the result of defective workmanship or materials. Builder has no responsibility for conditions beyond Builder's control.

(2) **Possible Deficiency** - Leakage from any piping.

Performance Standard - No leaks of any kind shall exist in any soil, waste, vent or water pipe. Condensation on piping does not constitute leakage, and is not covered.

Responsibility - Builder will make repairs to eliminate leakage.

(3) **Possible Deficiency** - Stopped up sewers, fixtures and drains.

Performance Standard - Sewers, fixtures and drains shall operate properly.

Responsibility - Builder will not be responsible for sewers, fixtures and drains that are clogged due to Home Owners actions. Where defective construction is shown to be the case, Builder will correct the problem; where Home Owner negligence is shown to be the cause, the Home Owner shall assume all repair costs.

16. **VENTILATION SYSTEM**

(1) **Possible Deficiency** - Ductwork separates or becomes unattached.

Performance Standard - Ductwork shall remain intact and securely fastened.

Responsibility - Builder will re-attach and re-secure all separated or unattached ductwork.

(2) **Possible Deficiency** - Condensation on HVAC ducts in basements or crawl spaces.

Performance Standard - Ductwork carries cool air in summers and condensation will occur in humid areas.

Responsibility - None

(3) **Possible Deficiency** - Finished basement areas are not heated properly.

Performance Standard - Basements require more heat than other parts of the home in winter. In single zone HVAC systems, since a thermostat located on the first floor normally directs the heating system, it is entirely possible that the basement may need additional heat sources.

Responsibility - None

17. **ELECTRICAL SYSTEM**

(1) **Possible Deficiency** - Failure of wiring to carry its designed load.

Performance Standard - Wiring should be capable of carrying the designed load for normal residential use.

Responsibility - Builder will check wiring for conformity with local, state, or approved national electrical code requirements. Builder will repair wiring not conforming to code specifications.

APPENDIX A – MODEL CODES

Building Codes

- BOCA Basic Building Code, Building Officials & Code Administrators International, Inc.
- National Building Code, American Insurance Association
- CABO One and Two Family Dwelling Code, Council of American Building Officials

Mechanical Codes

- Uniform Building Code, Volume II, Mechanical, International Conference of Building Officials
- BOCA Basic Mechanical Code Building Officials & Code Administrators International Inc.

Plumbing Codes

- Standard Plumbing Code, Southern Building Code Congress
- Uniform Plumbing Code, International Association of Plumbing & Mechanical Officials
- BOCA Basic Plumbing Code, Building Officials & Code Administrators International, Inc.

Electrical Codes

- Electrical Code for One and Two Family Dwelling, National Fire Protection Association
- National Electrical Code, National Fire Protection Association

IV. EXCLUSIONS

This warranty shall not extend to or include or be applicable to:

- A. Landscaping (including sodding, seeding, shrubs, trees and plantings); off site improvements; or any other improvements not a part of the Home itself.
- B. All equipment, appliances, materials and building components that are covered by separate manufacturers warranties.
- C. Loss or damage to real property which is not part of the Home and which is not included in the original purchase price of the Home stated on the Agreement of Sale.
- D. Any damage to the extent it is caused or made worse by:
 - 1. Negligence, improper maintenance or improper operation by anyone other than the Builder, its employees, agents or subcontractors; or
 - 2. Failure by the Home Owner or anyone else to comply with the warranty requirements of manufacturers of appliances, fixtures and items of equipment; or
 - 3. Failure by the Home Owner to give notice to the Builder of any defective item within a reasonable time; or
 - 4. Changes of the grading of the lot by anyone other than the Builder, its employees, agents or subcontractors; or
 - 5. Changes, alterations or additions made to the Home by anyone after the Limited Warranty Commencement date stated on the Certificate; or
 - 6. Dampness or condensation due to the failure of the Home Owner to maintain adequate ventilation;
- E. Loss or damage which the Home Owner has not taken timely action to minimize;
- F. Any defect in, caused by, or resulting from materials or work supplied by anyone other than the Builder, its employees, agents or subcontractors;
- G. Normal wear and tear or normal deterioration;
- H. Loss or damage resulting from accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightning, windstorm, hail, flood, mud-slide, earthquake, volcanic eruption, wind-driven water and changes in the underground water table which were not reasonably foreseeable;
- I. Loss or damage to personal property caused by or resulting from seepage of water
- J. Loss or damage caused by or resulting from soil movement for which compensation is provided by legislation or which is covered by other insurance;
- K. Insect damage;
- L. Loss or damage arising while the Home is being used primarily for nonresidential purposes;
- M. Any condition which does not result in actual physical damage to the Home, including, but not limited to, uninhabitability or health risk due to the presence or consequence of unacceptable levels of radon gas, formaldehyde or other pollutants and contaminants; or the presence of hazardous or toxic on-site materials.