

ONE YEAR LIMITED WARRANTY

Section	Subject
I	Introduction
II	Home Owner Responsibilities
III	Performance Standards
IV	Exclusions
V	Other Conditions

I. Introduction

Please read this carefully. The following is intended to acquaint you with the responsibilities of the Builder under this Limited Warranty. If a defect that results in actual physical damage to the Home occurs, 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 standards will be used to determine the Builder's obligation under this Limited Warranty:

- A) Locally adopted codes, or
- B) Codes of nearby jurisdictions, or
- C) Locally accepted building practices.

Also, note that the coverage on certain items varies within the one (1) year Limited Warranty period and some items rely on proper maintenance by the Home Owner.

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. Various regional areas of the country have local maintenance problems. Some specific Home Owner's responsibilities are included under specific topics in Section III, Performance Standards.

NOTE: Damage caused or made by the Home Owner's negligence, improper maintenance, or improper operation is expressly excluded under this Builder's Limited Warranty.

III. Performance Standards

The Performance Standards list specific items (defects) within each separate area of coverage. The first section covers Workmanship and Materials; the second section covers Systems. The standards are expressed in terms of performance criteria. For easy comprehension, the format is designed as follows:

- (1) Possible Deficiency: a brief statement, in simple terms, 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 responsibilities.

WORKMANSHIP AND MATERIALS: FIRST YEAR ONLY

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

If the Builder has provided final grading: upon request by the Home Owner, Builder shall fill in

settled areas affecting proper drainage, one time only, during the first year of the Limited Warranty period. Home Owner shall be responsible for removal and replacement of shrubs or other landscaping affected by placement of such fill.

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 of time in the immediate area after a rain (generally no more than 24 hours), except that in swales that drain other areas, or in areas where sump pumps discharge, a longer period can be anticipated (generally no more than 48 hours). 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 is responsible for maintaining such grades and swales once they have been properly established.

2. Concrete

A. Expansion and Contraction of Joints

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

B. Cast-In –Place Concrete

1. Possible Deficiency
Basement or foundation wall cracks.

Performance Standard

Shrinkage cracks are not unusual in the concrete foundation walls. Such cracks greater than 1/8 inch in vertical displacement shall be repaired.

Responsibility

Builder will repair cracks in excess of 1/8-inch width.

2. Possible Deficiency
Cracking of basement floor

Performance Standard

Minor cracks in concrete basement floors are normal. Cracks exceeding 3/16 inch in width or 1/8 inch in vertical displacement shall be repaired.

Responsibility

Builder will repair cracks exceeding maximum tolerance by surface patching or other methods as required.

3. Possible Deficiency
Cracking of slab in attached garage.

Performance Standard

Cracks in garage slabs in excess of ¼ inch in width or ¼ in vertical displacement shall be repaired.

Responsibility

Builder will repair cracks exceeding maximum tolerance by surface patching or other methods as required.

4. Possible Deficiency
Uneven concrete floors/slabs.

Performance Standard

Except for basement floors or where a floor or portion of a 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 1/32 inch in 32 inches.

Responsibility

Builder will correct or repair to meet the Performance Standard.

5. Possible Deficiency
Cracks in concrete slab-on-upgrade floors with finish flooring.

Performance Standard

Cracks that rupture the finish flooring material shall be repaired.

Responsibility

Builder will repair cracks, as necessary, so as not to be readily apparent when the finish flooring material is in place (see also, Performance Standard 7 "Finishes").

6. 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 for deterioration caused by salt, chemicals, mechanical implements and other factors beyond its control.

7. Possible Deficiency
Settling, heaving, or separating of stoops, steps, or garage floors.

Performance Standard

Stoops, steps or garage floors shall not settle, heave or separate in excess of 1 inch from the house structure.

Responsibility

Builder will take whatever corrective action is required to meet the Performance Standard.

8. Possible Deficiency
Standing water on stoops.

Performance Standard

Water should drain from outdoor stoops and steps. The possibility of minor water standing on stoops for a short period after rain can be anticipated.

Responsibility

Builder shall take corrective action to assure drainage of steps and stoops.

3 Masonry

A. Unit Masonry

1. Possible Deficiency
Basement or foundation wall cracks.

Performance Standard

Small cracks not affecting structural stability are not unusual in mortar joints of masonry foundation walls. Cracks greater than 1/8 inch in width shall be repaired.

Responsibility

Builder shall repair cracks in excess of 1/8 inch by pointing or patching. These deficiencies shall be reported and repairs made during the first year.

2. Possible Deficiency
Cracks in masonry walls or veneer.

Performance Standard

Small hairline cracks due to shrinkage are common in the mortar joints in masonry construction. Cracks greater than 3/8 in width are considered excessive.

Responsibility

Builder shall repair cracks in excess of Performance Standard by pointing or patching. These repairs shall be made during the first year of the Limited Warranty period. Builder will not be responsible for color variation between old and new mortar.

4 Wood and Plastic

A. Rough Carpentry

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 constructions, and a squeak-proof floor cannot be guaranteed.

Responsibility

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

2. Possible Deficiency
Uneven wood floors.

Performance Standard

Floors shall not have more than 1/4 inch ridge or depression within a 32 inch measurement when measured parallel to the joints. Allowable floor and ceiling joist deflections are governed by the applicable building code.

Responsibility

Builder will correct or repair to meet Performance Standard.

3. Possible Deficiency
Bowed walls.

Performance Standard

All interior and exterior walls have slight variances on their finished surfaces. Bowing of walls

should not detract from or blemish the wall's finished surface. Walls should not bow more than ¼ inch out of line within any 32-inch horizontal or 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 ¼ inch out of plumb for any 32-inch vertical measurement.

Responsibility

Builder will repair to meet the Performance Standard.

B. Finish Carpentry (Interior)

1. 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.

C. Finish Carpentry (Exterior)

- A. Possible Deficiency
Poor quality of exterior trim workmanship.

Performance Standard

Joints between exterior trim elements, including siding and masonry, shall not result in open joints in excess of 3/8 inch. In all cases the exterior trim, masonry, and siding shall be capable of performing its function to exclude elements.

Responsibility

Builder will repair open joints, as defined. Caulking is acceptable.

5 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 are not covered by this Limited Warranty. Dampness of the walls or floors may occur in new construction and is not considered a deficiency.

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.

B. Insulation

1. Possible Deficiency
Insufficient insulation.

Performance Standard

Insulation shall be installed in accordance with 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 downspouts freeze up.

Responsibility

Prevention of ice build-up on the roof is a Home Owner Maintenance item.

B. Possible Deficiency

Roof or flashing leaks.

Performance Standard

Roofs or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice build-up or Home Owner 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.

C. Possible Deficiency

Standing water on flat roof.

Performance Standard

Water shall drain from flat roof except for minor ponding immediately following rainfall or when the roof is specifically designed for water retention.

Responsibility

Builder will take corrective action to assure proper drainage of roof.

D. Possible Deficiency

Delamination 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 delaminations shall be repaired or replaced.

Responsibility

Builder will repair or replace siding as needed unless caused by Home Owner's neglect to maintain siding properly. Repaired area may not match in color and /or texture. For surfaces

requiring paint, Builder will paint only new materials. The Home Owner can expect that the newly painted surface may not match original surface in color.

E. Sheet Metal

1. Possible Deficiency
Gutters and/or downspouts leak.

Performance Standard

Gutters and downspouts shall not leak but gutters may overflow during heavy rain.

Responsibility

Builder will repair leaks. It is a Home Owner responsibility to keep gutters and downspouts free of leaves and debris that could cause overflow.

2. Possible Deficiency
Water standing in gutters.

Performance Standard

When 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 entirely possible that small amounts of water will stand in certain sections of gutter immediately after a rain.

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 once, 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.

6 Doors and Windows

A. Wood and Plastic Doors

1. Possible Deficiency
Warping of exterior doors.

Performance Standard

Exterior doors will warp to some degree due to temperature differential on the 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 diagonally from corner to corner).

Responsibility

Builder will correct or replace and refinish defective doors, during the first year of the Limited Warranty period.

2. Possible Deficiency
Warping 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 or replace and refinish defective doors to match existing doors as nearly as possible, 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 surfaces.

Responsibility

None.

4. Possible Deficiency

Split in door panel.

Performance Standard

Split panels shall not allow light to be visible through door.

Responsibility

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

B. Glass

1. Possible Deficiency

Broken glass.

Performance Standard

None.

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

Garages 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 normal conditions.

Responsibility

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

D. Wood, Plastic 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. Weatherstripping and Seals

1. Possible Deficiency
Air infiltration around door and windows.

Performance Standard
Some infiltration is normally noticeable around doors and windows, especially during high winds. Poorly fitted weatherstripping 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 weatherstripping.

7 Finishes

A. Lath and Plaster

- 1) Possible Deficiency—Cracks in interior wall and ceiling surfaces.

Performance Standard—Hairline cracks are not unusual in interior walls and ceiling surfaces. Cracks greater than 1/8 inch in width shall be repaired.

Responsibility—Builder will repair cracks exceeding 1/8 inch in width as required one time only, during the first year of the Limited Warranty period (see also, Performance Standard 7 F "Painting").

B. Gypsum Wallboard

- 1) Possible Deficiency—Defects, which appear during the 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 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 (see also, Performance Standard 7 F, "Painting").

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

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

D. 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.

E. Resilient Flooring

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

Performance Standard—Readily apparent nail pops shall be repaired.

Responsibility—Builder will correct nail pops that 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 subfloor irregularities.

Performance Standard—Readily apparent depressions or ridges exceeding 1/8 inch shall be repaired. The ridge or depression measurement is taken as the gap created at one end of a six-inch straightedge placed over the depression or ridge with three inches of the straightedge on one side of the defect, held tightly to the floor.

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 resilient flooring 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.

F. Painting

1) Possible Deficiency—Exterior paint or stain peels, deteriorates or fades.

Performance Standard—Exterior paints or stains should not fail 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 color as close as possible. Where finished 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.

Responsibility—Builder will finish repair areas as indicated.

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 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 if the structure is subject to abnormal exposures (i.e., rainfall, ocean, lake or river front).

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.

G. Wall Covering

1) Possible Deficiency—Peeling of wall covering

Performance Standard—Peeling of wall covering shall not occur.

Responsibility—Builder will or replace defective wall covering applications.

2) Possible Deficiency—Edge mismatching in pattern of wall covering.

Performance Standard—None.

Responsibility—None.

H. Carpeting

1) Possible Deficiency—Open Carpet Seams.

Performance Standard—Carpet seams will show. However, no visible gap is acceptable.

Responsibility—Builder will correct.

2) Possible Deficiency—Carpeting becomes loose, seams separate or stretching occur.

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, provided 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.

I. 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.

8 Specialties

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 approved 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 to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney. Some homes may need to have a window opened slightly to create an effective draft if they have been insulated and weatherproofed to meet high-energy conservation criteria.

Responsibility—Builder will determine the cause of the malfunction and correct, if the problem is one of design or construction of the fireplace.

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 structure in any 10-foot vertical measure.

Responsibility—Builder will determine the cause of separation and correct if standard is not met. Caulking is acceptable.

3) Possible Deficiency—Firebox paint changed by fire.

Performance Standard—None

Responsibility—None. Heat 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.

9 Equipment

A. Residential Equipment

1) Possible Deficiency—Surface cracks, joint delamination and chips in high-pressure laminations on vanity and kitchen countertops.

Performance Standard—Countertops fabricated with high-pressure laminate coverings shall not delaminate.

Responsibility—Builder will replace delaminated 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 ¼ inch as measured from front face frame 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 ¼ inch in width.

Responsibility—Builder will correct to meet Performance Standard.

10 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 code. It is the Home Owner's responsibility to drain or otherwise protect lines and exterior faucets exposed to freezing temperatures.

2) 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.

3) Possible Deficiency—Defective plumbing fixtures, appliances or trim fittings.

Performance Standard—There will be some noise emitting from water pipe system, due to

flow of water. However, “water hammer” shall be eliminated.

Responsibility—Builder cannot remove all noises due to water flow and pipe expansion. Builder will correct to eliminate “water hammer.”

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.

11 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 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 to provide required temperatures. However, the Home Owner shall be responsible for balancing dampers, registers and other minor adjustments.

B. Cooling

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 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 temperatures 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.

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.

12 Ventilation

A. Air Distribution

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—Oilcanning

Performance Standard—The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not “oilcan.” The booming noise causes by “oilcanning” is not acceptable.

Responsibility—Builder will correct to eliminate this sound.

13 Electrical

A. Electrical Conductors, Fuses and Circuit Breakers

1) Possible Deficiency—Fuses blow or circuit breakers (excluding 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 national electrical code requirements. Builder will 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 airflow 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.

C. Service and Distribution

1) Possible Deficiency—Ground fault interrupter trips frequently.

Performance Standard—Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.

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

14 Plumbing System

A. Water Supply

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

Performance Standard—All on-site service connections to municipal water main and private water supply 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. If conditions beyond the Builder's control disrupt or eliminate the sources of supply, the Builder has no responsibility.

B. Septic Tank System

- 1) Possible Deficiency—Septic system fails to operate properly.

Performance Standard—Septic system shall function adequately during all seasons, under climatic conditions normal or reasonably anticipated (based on local records) for the location of the home. Septic system shall be designed and installed to comply with applicable, approved Code Requirements.

Responsibility—Builder will repair, or otherwise correct, a malfunctioning or non-operating system, if failure is caused by inadequate design, faulty installation, or other cause relating to actions of the builder or contractors or subcontractors under the Builder's control. Builder will not be responsible for system malfunction or damage which is caused by Owner negligence, lack of system maintenance, or other causes attributable to actions of the Owner or Owner's contractors, not under the control of the Builder; including, but not necessarily limited to, the addition of fixtures, items of equipment, appliances or other sources of waste or water to the plumbing system served by the septic system; and damage, or changes, to the septic system installation or surrounding soil conditions critical to the system's functioning.

B. Piping

- 1) Possible Deficiency—Leakage from any pipe.

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.

- 2) 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 through Home Owner negligence. If a problem occurs, the Home Owner should consult builder for a proper course of action. Where defective construction is shown to be the cause, Builder will assume the cost of the repair; where Home Owner negligence is shown to be the cause, the Home Owner shall assume all repair costs.

- 3) Possible Deficiency—Refrigerant lines leak.

Performance Standard—Refrigerant lines shall not develop leaks during normal operation.

Responsibility—Builder will repair leaking refrigerant lines and re-charge unit, unless damage was caused by the Home Owner.

15 Ventilation System

A. Air Distribution

- 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.

16 Electrical System

A. Wiring

- 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.

IV.Exclusions

The Builder Structural Defect Coverages shall not extend to or include or be applicable to:

- A. Defects in outbuildings including but not limited to detached carports (except out buildings containing the electrical, plumbing, heating, cooling and ventilation systems serving the Home); site located swimming pools and other recreational facilities; driveways; walkways; patios; boundary walls; retaining walls; bulkheads; fences; landscaping (including sodding, seeding, shrubs, trees and plantings); off site improvements; or any other improvements not a part of the Home itself.
- B. 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.
- C. 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 other than the Builder, its employees, agents, or subcontractors 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; or
 6. Dampness or condensation due to failure of the Home Owner to maintain adequate ventilation.
- D. Loss or damage that the Home Owner has not taken timely action to minimize.
- E. Any defect in, caused by, or resulting from materials or work supplied by anyone other than the Builder, its employees, agents, or subcontractors.

- F. Normal wear and tear or normal deterioration.
- G. 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, mudslide, earthquake, volcanic eruption, wind-driven water and changes in the underground water table.
- H. Loss or damage caused by or resulting from seepage of water.
- I. Loss or damage caused by or resulting from soil movement for which compensation is provided by legislation or which is covered by other insurance.
- J. Insects.
- K. Loss or damage which arises while the Home is being used for primarily nonresidential purposes.
- L. 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.
- M. Bodily injury or damage to personal property.
- N. Loss or damage caused by or resulting from abnormal loading on floors by the Home Owner which exceeds design loads as mandated by codes.
- O. Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to inconvenience or relocation during repairs.
- P. Consequential damages (except where required by State Law).

V. Other Conditions

Independence from the Contract Sale—This Limited Warranty is independent of the contract between the Home Owner and the Builder for the construction of the Home and/or its sale to the Home Owner. Contract disputes which are not in the construction and/or sale contract or any other contract between the Home Owner and the Builder can restrict or override the provisions of this Limited Warranty.

General Provisions

- A. Should any provision of this Limited Warranty be deemed unenforceable by a court of competent jurisdiction, that determination will not affect the enforceability of the remaining provisions.
- B. This Limited Warranty is to be binding on the Builder and the Home Owner, their heirs, executors, administrators, successors and assigns.
- C. Use of one gender in this Limited Warranty includes all other genders; and use of the plural includes the singular, as may be appropriate.
- D. This Limited Warranty is to be covered by and construed in accordance with the laws in which the Home is located.