



1 - 2 - 10

## **TRANSFERABLE/LIMITED WARRANTY**

Thank you for allowing us to build your new home. It has been constructed in accordance with your Purchase Agreement, Plans and Specifications. Your new home has been inspected by our trained personnel and the building department of the village, city, township or county within which jurisdiction your home is situated.

In general, our Limited Warranty is committed to; “Things should work in your new home”. If there are problems because of defects in materials and workmanship, as described in detail later in this document labeled CONSTRUCTION/WARRANTY STANDARDS, we will make reasonable repairs or adjustments, except where these are the responsibility of a manufacturer, subcontractor, or other person or firm. These other warranties are assigned to you by WRH at the time of closing. In the event that a claim is made under one of these other warranties without response, WRH will assist you in attempting to resolve the problem with the manufacturer or supplier. If a problem results from actions by occupants of the home, or others, or from ordinary wear and tear, WRH is not responsible for the resulting repair or replacement. Many products do not apply to your home. Only the items in your home apply.

Attached to and made part of the Limited Warranty is our CONSTRUCTION/WARRANTY STANDARDS, which also includes maintenance tips of how to care for your new home. Your home has the right to expect proper preventive maintenance from you. No materials used in the construction of your home will last forever. Most will last for a long time, if properly maintained. Please read these carefully. It will help you to understand the minor adjustments and maintenance necessary to most newly constructed homes and will aid you in preserving the value of your new home with proper care.

Thank you for choosing us!

Division President  
William Ryan Homes



1 - 2 - 10

## Transferable/Limited Warranty

### TABLE OF CONTENTS

1 - 2 - 10

## Transferable/Limited Warranty

This LIMITED WARRANTY is attached to and made part of a certain Purchase Agreement dated \_\_\_\_\_ by and between \_\_\_\_\_ (Initial Homeowner) and William Ryan Homes Corporation Partnership (hereinafter called WRH) for the sale of the property known as \_\_\_\_\_ and the construction of a single-family home on the property.

**TERM:** The terms of the various coverage of this Limited Warranty begin on the date on which the property is deeded to the Initial Homeowner. That date is referred to in this Limited Warranty as the "Closing".

**TRANSFERABLE:** The protection under this Limited Warranty is provided to the Initial Homeowner and is automatically transferable to all subsequent homeowners who acquire title within the warranty periods specified.

### COVERAGE:

**1- YEAR SERVICE COVERAGE,** We warrant, that for a period of one (1) year after "Closing" that all elements not otherwise expressly limited or excluded in the warranty to be free of defects in materials and workmanship of the original construction, as defined by the Construction/Warranty Standards.

**2- YEAR SERVICE COVERAGE,** We warrant the workability, as defined by the Construction/Warranty Standards, of the plumbing, electrical, heating, ventilation and air conditioning for a period of two (2) years after the "Closing".

**10-YEAR STRUCTURAL COVERAGE,** We warrant, that for a period of ten (10) years after the Closing, that the home will be free of major structural defects. For purposes of this Limited Warranty, a major structural defect is defined as actual physical damage to one or more of the load bearing segments of the home causing the failure of the major structural components, which affects its load bearing function to the degree that it materially affects the physical safety of the occupants of the home as defined by the Construction/Warranty Standards. Load bearing components of the home deemed to have major structural defect potential include the following: roof framing members (rafters and trusses), floor framing members (joists and trusses), bearing walls, bearing columns, lintels, load bearing beams and foundation systems and footings. We will repair or replace such items to restore their load bearing functions, as designed, and make such other repairs as are necessary to return the home to safe living conditions and habitability.

**MANUFACTURER'S WARRANTIES:** The manufacturers of certain appliances and equipment may issue their own warranty directly to you. The manufacturers of other appliances and equipment may issue their own warranty to us, which we hereby assign and pass through to you. Each will be for its own period of time and will cover such usage as is specifically outlined in each separate warranty and to which you are directed. The following are examples of such appliances and equipment, though not every home includes all of these items and some homes may include appliances or equipment not in this list: air conditioner, exhaust fan, furnace, smoke detector, garbage disposal, faucets, water heater, range, oven, microwave oven, dishwasher, range hood, sump pump, shower modules, toilets, light fixtures, fireplaces units, pools, spas and windows.

**IMPLIED WARRANTY OF HABITABILITY:** WRH makes no housing merchant implied warranty or any other warranties, express or implied, including but not limited to, all implied warranties of fitness, merchantability or habitability, are disclaimed and excluded in connection with the attached sales contract or the warranted Home. There are no warranties, which extend beyond the face of this Limited Warranty.

**LIMITATION OF LIABILITY:** It is understood and agreed that WRH's liability under this warranty whether in contract, in tort, in negligence or otherwise, is limited to the remedy provided in this Limited Warranty. WRH's obligations under this Limited Warranty and under the Purchase Agreement are limited to repair and replacement. Under no circumstances shall WRH be liable for any special, indirect or consequential damages, including without limitation any damages based on a claimed decrease in the value of the home, even if WRH has been advised of the possibility of such damages.

**EXCLUSIONS FROM COVERAGE.** This Limited Warranty **does not** extend to or include the following:

- a) Defects in any appliance, pools, spas, piece of equipment or other item, which is covered by a manufacturer's warranty.
- b) Loss or damage caused or made worse by failure of homeowner or by anyone other than WRH, its employees, agents or subcontractors to comply with the warranty requirements of manufacturer's products, appliances and equipment.
- c) Loss or damage caused by or made worse by negligence, improper maintenance or intentional or improper operation by anyone other than WRH, its employees, agents, or subcontractors.
- d) Loss or damage caused or made worse by lack of maintenance, changes, alterations or additions made to the home, including but not limited to changes in the grading of the ground, etc. after the Closing by anyone other than WRH, its employees, agents or subcontractors.
- e) Under no circumstances will WRH warrant any work performed by its employees, agents or subcontractors that is outside the scope of work authorized in writing by WRH.
- f) Loss or damage caused by or resulting from abnormal loading of structural elements by homeowner, which exceeds design loads as mandated by codes.
- g) Any Defect caused by moisture, rot, mildew, mold, or rust.
- h) Loss or damage caused or made worse by failure by homeowner to give notice to WRH of any defects within reasonable time.
- i) Loss or damage, which the homeowner has not taken timely action to minimize.
- j) Loss or damage resulting from use of the home for non-residential purposes.
- k) The condition of public improvements including pavement, curbs, sidewalks, sewers, drainage systems, electrical, gas, water, telephone laterals and connections located in rights-of-way or on private property, any portion of a Water Supply System, private or public, including volume and pressure of water flow, quality and potability of water, and any portion of a Sewage Disposal System, private or public, including design.
- l) Loss or damage caused directly or indirectly by flood, wind driven water, surface water, waves, tidal waves, overflow of a body of water, or spray from any of these (whether or not driven by wind), water which backs up from sewers or drains, changes in the water table which were not reasonably foreseeable at the time of construction, or water below the surface of the ground (including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure), wetlands, springs or aquifers.
- m) Loss or damage to any real property which is not part of the home (land is not considered part of the home) covered by this Limited Warranty and which is not included in the original purchase price of the home as stated in the closing documents or vegetation due to topography, sinking, slippage, water springs and wetlands or soil erosion.
- n) Loss or damage caused by electrical devices hooked to sources of power. Such devices shall include, but not be limited to, appliances, telephone systems, television cable systems, intercom systems, computer systems and security systems. Sources of power shall include, but not be limited to, service entrance conductors, switches, outlets, receptacles and junction boxes.
- o) Any defect caused by, or resulting from materials or work supplied by someone other than WRH, its employees, agents or subcontractors.
- p) Loss or damage caused by or resulting from accidents, riot and civil commotion, theft, vandalism, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightning, windstorm, hurricane, tornado, hail, flood, mudslide, earthquake, volcanic eruption, wind driven water and changes in the underground water table.
- q) Defects which are the result of characteristics common to the materials used such as (but not limited to) warping and deflection of wood; fading, chalking and checking of paint; cracks due to drying and curing of concrete, drywall, bricks and masonry; drying, shrinking and cracking of weather-stripping. Interior and exterior painting and caulking are not warranted under any circumstances.
- r) Warrantor is not responsible for exact color, texture or finish matches in situations where materials are replaced or repaired, or for areas repainted or when original materials are discontinued.
- s) Loss caused by soil movement, including subsidence, expansion or lateral movement of the soil (including flood and earthquake), which is covered by any other insurance or for which compensation is granted by legislation.
- t) Loss or damage to the home, persons or property directly or indirectly caused by insects, birds, vermin, rodents or other wild or domestic animals including pet traffic.
- u) Normal wear and tear or normal deterioration.
- v) Sound transmission and sound proofing between rooms or floor levels.
- w) Any deficiency, which does not result in actual physical damage or loss 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, mold or other pollutants and contaminants; or the presence of hazardous or toxic on-site materials.
- x) Any deficiency caused by excess weight such as water beds, pool tables, fish tanks, etc.
- y) Personal property damage or bodily injury of any kind.
- z) Consequential and incidental damages of any kind.
- aa) Costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repair or any other costs due to loss of use, inconvenience or annoyance.
- bb) Loss or damage, not otherwise excluded under this Limited Warranty, which does not constitute a defect in the construction of the home as defined by the Construction/Warranty Standards.
- cc) After the items listed on the Pre-Closing Orientation have been completed, this Limited Warranty will not include landscaping, seeding and sod, painting and caulking, expansion cracks in concrete, shrinkage of wood, cosmetic items including nicks, scratches, scuffs, scrapes and dents on the following such as but not limited to: doors, cabinets, windows, mirrors, woodwork, flooring, walls and ceilings, countertops and vanity tops, tubs, sinks and showers, cabinet finish and all hardware and light fixture finishes.
- dd) Additions of pools, spas, hot tubs, decks patios or landscaping will void your drainage warranty if they alter the original drainage pattern set for your home site.
- ee) Loss or damage caused by or made worse by extended periods of vacancy and no use of operating systems within the home.

**NO OTHER EXPRESS WARRANTIES:** This Limited Warranty together with the Construction/Warranty Standards is the only express warranty we give. We are not liable for any consequential or incidental damages arising as a result of a limited warranty claim. This Limited Warranty gives you specific legal rights. WRH aggregate total Liability shall not exceed the original contract price of the home.

**CLAIMS PROCEDURE:** If a defect appears, which you think is covered by this Limited Warranty, you must write a letter describing it to us at the address appearing on the Limited Warranty. If delay will cause extra damage (i.e. if a pipe has burst), then telephone WRH immediately. **Only emergency reports will be accepted by phone.** The benefits available under this Limited Warranty are only available when service is requested according to our procedures.

**ACCESS:** In addition, failure to reasonably provide access to your home during normal working hours for making repairs will relieve WRH from its obligations under this Limited Warranty.

**REPAIRS:** Upon receipt of your written report of a defect, we will repair or replace any item covered by this Limited Warranty and as defined by the Construction/Warranty Standards after our examination. We will do so at no charge to you, within a reasonable time. WRH reserves the right to use its judgment in determining the most appropriate method of repair or adjustment. The decision of repair or replacement is ours. The work will be done by our subcontractors or William Ryan Homes. Actions taken to cure defects will not extend the periods of specific coverage in this Limited Warranty.

**SEVERABILITY:** If any provision of this Limited Warranty is determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.

**I (WE) AS PURCHASER, HAVE READ AND DO UNDERSTAND THIS DOCUMENT AND I (WE) HAVE HAD AN OPPORTUNITY TO SEEK PROFESSIONAL ADVICE CONCERNING ITS CONTENTS.**

---

PURCHASER

DATE

PURCHASER

DATE

WRH Corporation/AUTHORIZED AGENT

DATE

Registration #

Homeowners Name

Address

City

State

## **Limited Warranty**

Closing Date

Division

Phone #

Address

City

State

Zip

# CONSTRUCTION/WARRANTY STANDARDS

## PREFACE

The Construction/Warranty Standards set forth in this section represent the materials and workmanship covered by this Limited Warranty and the obligation of William Ryan Homes, Inc. to correct. The purpose of these standards is to help you determine the validity of any potential concern you have with some element of your home.

For the purpose of clarity, WRH Corporation Partnership shall be referred to as "Builder" and the Purchaser(s) shall be referred to as "Homeowner". Certain aspects of Homeowner maintenance have been identified in these Construction/Warranty Standards as "Homeowner Responsibility". These items, along with other typical Homeowner maintenance items, must be performed in order to maintain a valid warranty and prolong the life of your home.

## SECTION A BUILDING PERMITS, ZONING PERMITS, LAND SURVEY STANDARDS

**Background:** It is the intention of this standard to recognize the responsibility of obtaining the necessary permits prior to construction by the Builder on the property. Before any building projects can commence, various government agencies should be contacted to see what permits must be secured prior to or during construction. Each locality has its own requirements for obtaining permits.

**Building Permits:** Application for construction should be made in accordance to local government agencies. It is the Builder's responsibility to secure these permits unless otherwise noted in the contractual agreement with the Homeowner. Some government agencies require inspections by government officials. It is the responsibility of the Builder to insure all inspections are done on time during the building process.

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
SURVEY/LOT STAKES	The lot does not have survey stakes on its boundaries.	Unless so stated by contract, the Builder will do the necessary plotting of the building in accordance with local government requirements. It is common for a government agency not to require lot boundary stakes. The Builder should provide the plot plan, which is usually the only survey necessary for the approval by the various government agencies, to the Homeowner. <b>Homeowner Responsibility:</b> Total lot surveys, boundary stakes or any other surveys are done so only if ordered and paid for by the Homeowner under contractual agreement with the Builder.	None

# SITE WORK STANDARDS

**Background:** It is the intention of this standard to assist in obtaining a uniform acceptable understanding of grading and related problems. The standard is not meant to supersede or substitute for other restrictions placed by governmental agencies. It is for this reason no mention is made as to FHA requirements or disputes that may arise as a result of similar agencies. Such agencies have written manuals or means of arbitrating such disputes. Because this phase of construction relates to the movement of earth is so broad and ambiguous, and since each site is unique unto itself and subject of the most diverse contractual relationships, it is thus necessary to establish certain "ground rules" or definitions for phases of work.

**Excavation:** The depth of the excavation is determined by the Builder based on his judgment of actual field conditions as work progresses. Trees, bushes, and grasses within and around the excavation site may be affected by the excavation.

**Backfill:** To fill the exterior around a foundation or to fill in a trench using a loader or other necessary mechanical equipment, utilizing only the ground, which was available from such excavation or trench. The purpose of backfilling is: to improve working conditions for further construction; to drain surface water away from the foundation; to attempt to protect the foundation from the elements such as frost, water, etc.; to reduce the hazards inherent to open basements or foundations and to get the process of ground settlement started, which takes three or more years depending upon the type of soil. The time of backfilling in the building process is the discretion of the Builder.

**Finish Grading:** Using a bulldozer or other proper equipment, using the dirt on the site, and following the approved by the local municipality grading drainage plan, a proper yard grade is established with respect to the building, walk, drive, adjoining properties and draining, to within 3 to 4 inches of final landscaped grade. Depending upon the terms of the contracts, this would ordinarily include the entire front, entire sides and only the rear area on the lot disturbed by construction, unless otherwise specified. Finish grade does not mean the ground is prepared for seed or sod. Finish grade is when proper grade elevations have been established so that water will drain away from the dwelling and to the natural or man-made watercourses. **Homeowner Responsibility:** Seed and/or sod are done so only if ordered and paid for by the Homeowner under contractual agreement with the Builder.

**Irrigation:** The irrigation system must be maintained and checked regularly. The system can be damaged and/or misaligned from people walking, children playing, pets, mowers, edgers, trimmers, soil and even the weather. The system must be run with homeowner viewing periodically to assure proper operation of heads, bubblers, and drip. Occasionally soil will enter the heads and must be cleaned. Tires running over the sprinkler heads or bubblers will cause them to become misaligned or damaged. Caution should be taken to not run over these items. **Homeowner Responsibility:** With a suspected freeze, the backflow device should be drained. It is above ground and will freeze with water inside causing damage. Also, the rain sensor will need to be cleaned out and/or replaced over time due to debris and the sun.

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
GRADING	Settling of ground, including but not limited to, around foundation, water, sewer, or utility trenches.	Digging and moving dirt tends to break up the soil and mix in air. As a result the backfill is typically fairly loose. Backfilled ground will settle. Over time the dirt compresses from its own weight and the surface elevation decreases. The settling can continue for years. As provided in the building contract, the Builder is to perform the initial backfilling during construction, and to provide proper drainage around your home in general conformance with the approved site plan as determined by local requirements. In some cases, the addition of swales and mounding around the outside of the foundation wall may be necessary. Within the first year, we will supply on a one-time basis, one load of dirt (up to 5 yards). This dirt is for the Homeowner to fill sunken areas, such as utility lines, etc., which are beyond ten feet of the foundation. It is necessary that the Homeowner establishes and maintains adequate ground cover. <b>Homeowner Responsibility:</b> It is important that the established grade be maintained, and that the swales remain open, so that surface water may flow away from your home. Gutters, down spouts and splash blocks should be kept unobstructed and maintained to divert water away from the foundation. Replacement ground cover should be planted and maintained after any corrective measures.	1 year

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
GRADING (cont.)	Wet basement walls due to insufficient slope and drainage away from foundation.	Walls should not be "wet" as a result of insufficient slope and drainage. If landscaping is Homeowner's contractual responsibility and is not completed within 30 days of finished grading, there is no Builder responsibility. Otherwise, Builder should correct slope as needed. We cannot be responsible for the life of the ground cover or the landscaping when we correct the slope. <b>Homeowner Responsibility:</b> Allow 8 inches of clearance between landscaping or grading at the foundation and the bottom of the siding or brick, otherwise water may enter the joint between the foundation and the wall material causing basement leaks and may decay the wood framing. With the addition of concrete patios, landscaping or pools, the grade must be sloped to direct all water away from the foundation. It is also the Homeowner's responsibility to fill in all depressions, as they occur, due to settling and to direct all downspout or sump pump discharge lines away from the foundation. The ground must be sloped away from the house and the original swales left open for proper drainage. Replacement ground cover should be planted and maintained after any corrective measures.	1 year



ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
GRADING (cont.)	Standing water on lot. Washing or Erosion. Improper Drainage On Site.	<p>The necessary grades and swales have been initially established by the Builder to ensure proper drainage away from the home. Standing or ponding water should not remain for extended periods in the immediate area after a rain; except in swales and other drainage areas and wooded areas of the lot. Ponding water shall be defined as visible surface water standing in low points in the yard, (not as permanent erosion control measures) generally 48 hours after cessation of a rain. Seeded or sodded slope areas will wash away, depending on the amount of rain or drainage taking place, prior to a proper stand of grass being established. The Builder will not re-grade if damage is caused by storm erosion. The possibility of standing water after an unusually heavy rainfall should be anticipated, especially in wooded areas of the lot. No grading determination shall be made while there is frost or snow on the ground, or while the ground is saturated. The Builder is responsible only for initially establishing the grades and swales in the non-wooded areas during construction and should be in good condition at the time of closing. Any defects should be noted by the Homeowner at the time of occupancy inspection. Only noted defects at the time of occupancy should be corrected by Builder.</p> <p><b>Homeowner Responsibility:</b> A drainage swale may be critical in the proper drainage of as many as 6 or 8 other lots and, although it may be shallow and hard to recognize, it cannot be changed and must be maintained to direct rainwater as originally designed. All erosion damage should be repaired immediately and new ground cover established. Drainage swales should be kept clear of debris such as leaves, gravel, and trash. The Homeowner is responsible for maintaining such grades and swales once they have been properly established by the Builder.</p> <p>PLEASE NOTE: It is extremely important that you maintain positive drainage away from your home and that you are careful not to alter the drainage patterns around your home when installing and maintaining landscaping, patios, walkways, pools, etc. If work is done to the exterior of your home that alters the drainage pattern set by the Builder, the Builder will not be responsible for such changes. Improper drainage can cause water damage to your home (or neighbor's home) which you will be responsible for.</p>	None
LANDSCAPING SEED, SOD, TREES	Landscaping, seeding, sod or trees dying.	<p>Seeding, sod, trees and landscape installed by the Builder as part of the contract should be in good condition at the time of the closing. Any defects should be noted by the Homeowner at the time of occupancy inspection or installation, whichever occurs later. Noted defects should be corrected by the Builder. Builder is not responsible for the life or condition of any of the above under any circumstances. The Builder has no responsibility, except to correct defects as noted by Homeowner at the time of occupancy (i.e. – the pre-settlement inspection). <b>Homeowner Responsibility:</b> Water your new lawn and shrubs often. New seed and/or sod requires much of your time and attention. This is especially critical for the first few weeks and can last for months. When watering the lawn, always avoid sprinkling any part of the house; doing so can reduce the life expectancy of paint or cementitious finish, damage siding and create a leak.</p>	None

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
LANDSCAPING SEED, SOD, TREES CONT.	Burnt and/or dead grass that abuts concrete due to the heat of such products	Grass may burn and die on edges that abut concrete due to the heat of such products. With proper watering of adjacent areas, healthy grass will grow up to these areas.	None
	Existing trees, bushes die during construction after dwelling is completed.	During excavation, backfill, and finish grading processes, trees, bushes, and grasses existing on the building site could be negatively affected by equipment the Builder uses on the job. The Builder has no responsibility and is not responsible for removal of dead plants or trees.	None
IRRIGATION	System does not function; Heads or bubblers not working properly	<b>Homeowner Responsibility:</b> Verify the following items: The outlet is not tripped; The unit power is on; The backflow valve is not turned off; The control panel is set to run; The rain sensor is not in by-pass mode	30 days comprehensive; 1 year installation
	Heads too low or too high	Sprinkler heads are preset at the appropriate height. Settling of the heads is common after normal use. <b>Homeowner Responsibility:</b> Monitor height of heads regularly and to reset irrigation head height accordingly.	30 days comprehensive; 1 year installation
	Backflow leaking		30 days comprehensive; 1 year installation

# MASONRY & CONCRETE STANDARDS

**Background: Masonry** - Masonry and concrete work in residential construction provides the base structure upon which the house is built and provides a more fire-resistant and weather-resistant structure. The work is performed with quarried natural materials or with products manufactured by relatively simple processes, which have been selected for their wearing qualities. As such, they are subject to the same weathering phenomena as in their natural state, such as erosion, freezing and thawing, chipping, natural color variations and non-uniformity of size. Masonry work can be performed with an almost infinite variety of materials, methods of application and techniques of installation. This permits the Homeowner an almost infinite range of personal choice, but at the same time, creating, once that choice has been made, a situation that can never again be exactly duplicated. Masonry is also more dependent upon the variation of the techniques of the individual workman.

**Concrete** - Concrete as a material is subject to several natural phenomena. The first is shrinkage in the hardening process that causes shrinkage cracks, the type most normally encountered in concrete work, especially in flat slabs. Cracking is one of the characteristics of concrete, and a method of entirely eliminating cracks has not been discovered yet. Shrinkage cracks do not affect the integrity of the surface. Concrete is subject to the elements and attack by certain chemicals. Pitting, for example, can be encountered when certain de-icers are placed on a slab in winter for ice removal or dropped from a car onto a garage slab. The surface can also flake, sometimes called spalling or scaling, where the surface chips off exposing rough surfaces. **Homeowner Responsibility:** Proper Homeowner maintenance can avoid this problem. Concrete surfaces should be sealed, as often as the sealant specifies, to prolong their life.

**Asphalt** - Asphalt, like concrete, is a man-made product consisting of natural materials that are subject to natural phenomena such as expansion, contraction and shrinkage. Because of these natural tendencies, cracks up to 1/2" are acceptable and will require no corrective action. Asphalt driveways shall be adequate to carry normal automobile traffic. **Homeowner Responsibility:** They are not designed to carry heavy loads such as moving vans, school buses, or garbage trucks. Recommendations are for pavements to have approximately 6" of stone and 2" of rolled asphalt or equivalent. Also, asphalt is subject to chemical/solvent attack and surface deterioration in hot weather. For example; gasoline, oil and other similar substances will attack and break down the bituminous mixture that surrounds the aggregate in asphalt. During periods of hot weather, asphalt surfaces may be damaged under some types of vehicle wheel traffic, bicycle kickstands, etc. Color variations are also to be expected. **Homeowner should seal asphalt, including edges, on a yearly basis with an approved sealer. This should be done as normal maintenance.**

**MASONRY, CONCRETE AND ASPHALT WORK ARE SUBJECT TO COLOR VARIATION AND TEXTURE VARIATION BY THE NATURE OF THE MATERIALS. REPAIRS, WHEN MADE, SELDOM MATCH IN COLOR AND VARIATION IS TO BE EXPECTED AND ACCEPTED BY THE OWNER.**

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
CONCRETE SLAB	Uneven concrete floors or slab in living areas.	Except where floors are pitched or sloped for specific drainage, concrete floors in rooms designed for habitability shall no be out-of-level more than 1/2 inch in 10 feet. Builder shall correct using latex or equivalent. Color variations will occur.	1 year
MASONRY WALLS	Cracked masonry walls.	Builder shall correct all cracks in mortar joints, or cast-in-place concrete exceeding 1/8" average width. These cracks do not affect the strength of the structures. Unless structural danger exists, repairs should be made approximately a year after closing to permit normal settling of the home to stabilize conditions. Cracks in mortar joints or poured walls exceeding this standard should be chiseled out and regouted or repaired by other acceptable methods. Grout colors should be matched as closely as possible, but color variations should be expected by Homeowner. Exterior repairs to below grade applications are not made, except in cases of major structural damage.	1 year
CEMENTIOUS FINISH		Cementitious Finish is a cement product that is subject to expansion and contraction in the environment in this area. Minor hairline cracks can develop in the outer layer of cementitious finish. This is normal and does not reduce the function of the stucco in any way. Builder will not be responsible for normal hairline cracks in the cementitious finish.	None

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
BASEMENT/ FINISHED BASEMENT	Leaks in basement or wet Excessive Moisture Buildup basement.	<p>No leak is acceptable except when caused by improper landscaping or subterranean problems. For further information on these items, refer to the Site Work Standards. Leaks should not be confused with dampness or moisture, which can be expected by the Homeowners during the first year of the settling process, or with condensation during the summer months. It may look as if moisture is seeping through basement walls, pipes are leaking, or that water is coming through the windows. Condensation takes place wherever warm, moist air inside the house comes in contact with a colder surface, such as a window, basement wall, or an exposed pipe. Condensation is at its maximum in new homes. When your home was new, gallons of water went into the concrete of your basement walls. This water slowly evaporates, consequently raising the moisture content above normal. A perfectly dry basement can have wet walls because moisture in the air condenses on cold basement walls during the summer months. Builder will take such action as necessary to correct basement leaks, except where the cause is determined to result from Homeowner actions or negligence. Color variations in repairs are to be expected.</p> <p><b>Homeowner Responsibility:</b> Close windows during damp humid weather and open them during clear, dry weather. Proper ventilation will bring the normal drying out process to its conclusion as steadily as possible. Use an appropriate size de- humidifier in the summer months. Allow 8 inches of clearance between landscaping or grading at the foundation and the bottom of the siding or brick, otherwise water may enter the joint between the foundation and the wall material, causing basement leaks and may decay the wood framing. With the addition of concrete patios, landscaping or pools, the grade must be sloped to direct all water away from the foundation. It is also the Homeowner's responsibility to fill in all depressions, as they occur, due to settling and to direct all downspout or sump pump discharge lines away from the foundation. The ground must be sloped away from the house and the original swales left open for proper drainage. Replacement ground cover should be planted and maintained after any corrective measures. Never water your plants by directing the hose or sprinkler toward the foundation.</p> <p>Concrete foundation walls and basement slabs are often damp and water will evaporate into the basement air creating humidity. To reduce this condition your house is designed with a water proof membrane on the outside foundation walls and an interior drain tile system connected to a sump crock with a pump and plastic under the basement slab. Also, if possible, moisture tolerant materials are installed when they come in contact with concrete surfaces. However, because of the ground temperature and its dew point, it is important to control the level of humidity in the basement to prevent excessive moisture buildup. Homeowner Responsibility: Do not use a humidifier to condition basement air. Do not install any cooking appliances in the basement. Make sure clothes dryers, bath fans, sump crocks and radon pipes are sealed and properly vented. Do not ventilate the basement with warm air in the summer. Instead use the air conditioning system or a heat exchanger. Monitor the humidity level and use a dehumidifier to keep proper humidity levels. Check the sump pump periodically as pumps do wear out. Also consider a battery backup system for the sump pump. The pump will not work without electricity and can easily overflow during storms.</p>	1 year

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
CONCRETE	Cracking of concrete slab from lanai, stoops or porches, excluding expansion joints.	Shrinkage cracking is to be expected and requires no repair unless one or both of the following occurs: (a) If the two surfaces of the crack are mismatched in height by more than ¼"; and/or (b) If the shrinkage occurs non-uniformly (e.g. all in one crack rather than several) and/or exceeds ¼" average width. Builder should correct either of these conditions using a latex filler, grinding surfaces smooth in case of mismatch, or repair by other acceptable methods. Homeowner is cautioned that the repair will not match in color. A hairline crack may reappear, and this is to be considered normal.	1 year
	Vertical/horizontal movement of concrete floor slabs at expansion joints.	Concrete floor slabs are engineered to move at expansion and contraction joints. Builder has no responsibility.	None

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
CONCRETE CONT.	Mildew appears.	<b>Homeowner Responsibility:</b> Fungus must be cleaned when detected by Homeowner as a maintenance item.	None
	The concrete is discolored or the color is not uniform.	The color of concrete will vary due to temperature, humidity, additives, and the composition of the material. Color variations do not affect the strength or structural integrity of the product.	None
	Cracking of garage slab, excluding expansion joints.	Control joints are installed as a means for controlled cracking. More movement should be expected in the garage slab than in the interior concrete since it is more subject to weather variations and settling. The acceptable tolerance is an average 3/8" for cracks in plane or width. If a crack exceeds this tolerance, the Builder should correct using a latex filler, grinding surfaces smooth in case of mismatch, or repair by other acceptable methods. Homeowner is cautioned that the repair will not match in color. A hairline crack may reappear, and this is to be considered normal.	1 year
	Water standing on garage, patios, walks, drives, lanais	No measurable water depth exceeding 1/4 inch is permissible. The Builder shall correct to meet this tolerance by filling with a latex or equivalent filler or grind as necessary. Finished repair should be feathered and smoothed. Color variations are to be expected.	1 year
	Cracks in patios, walks and drives.	Control joints are installed as required as a means for controlled cracking. The acceptable tolerance is an average 3/8" for cracks in plane or width. If a crack exceeds this tolerance, the Builder shall replace the minimum section, which can be removed from the walk, drive or patio at the blind or open joints.	1 year
	Grass growing into cracked edges.	During certain weather conditions, there may be grass or weeds that grow into minor cracking along edges of asphalt drives. <b>Homeowner Responsibility:</b> This condition is not abnormal and is the homeowner's responsibility to remove or install a barrier between the lawn and drive.	None
	Pitting, scaling or spalling of concrete work.	These conditions occur and regularly are caused by concentration of water, freezing, and thawing; the use of chemicals, de-icers, salt, fertilizers and mechanical implements; and other factors beyond the Builder's control. <b>Homeowner Responsibility:</b> Apply an exterior concrete sealant. Protect your driveways, walks, and steps by removing snow and ice promptly. Take care not to gouge paved or brick surfaces while chipping ice. If you cannot remove a stubborn layer of ice, use sand for traction. They are safe for driveways, walks, steps, and nearby grass or shrubs. Avoid applying salt in any form. Repeated thaw and freezing with salt and chemicals can damage concrete, brick, mortar, and asphalt, and salt will kill grass, shrubs, and trees. Provide an outdoor floor mat without a rubber backing (rubber backing will trap water and damage the surface beneath it) to prevent the sand from being tracked into the house. Another mat just inside the door will provide additional protection for carpets and floors.	None
BRICK/STONE	Appearance of a white chalk like substance on brick/stonework.	Due to the inherent characteristics of the compounds used in manufacturing brick/stone, this can occasionally occur and does not affect the quality of the material. <b>Homeowner Responsibility:</b> Greenish mold or mildew stains may be eliminated by sponge or spraying a chlorine based cleaner or bleach directly on the stain. Rinse the area thoroughly with plenty of clean water. Reapply and rinse until stain is removed. Other stains may be removed by using a solution of muriatic acid. <i>Carefully read the directions on the label and follow the safety guidelines. This acid can be very dangerous.</i>	None

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
BRICK/STONE CONT.	Water absorbed through brick/stone work runs down on the inside of the basement wall.	This should not happen under normal conditions; however, concentration of water during driving rain and wind conditions or landscape sprinkling or water absorbed by the material can find its way on to the interior of the exterior foundation walls. Builder to check weep holes for proper installation.	1 year
	Gaps in the lower rows of brick.	These are called weep holes and are intentional mortar voids set at regular intervals, whose purpose is to expel water that is naturally absorbed by any brick. These are not defects.	None
	Exterior and interior masonry veneer crack.	Some cracks are common in masonry and mortar joints. Cracks that are a quarter inch or less are considered owner maintenance for brick/stone and Builder will correct cracks in excess of ¼ in. in width.	1 year
	Color texture variation in mortar joints.	Can occur in mortar joints due to weather conditions and is acceptable within manufacturer's tolerances. Builder has no responsibility.	None
	Chips on edges and/or corners showing base color.	Due to the nature of brick/stone, some chipping of edges and corners can be expected during shipment and installation.	None
	Brick/stone veneer is discolored.	Brick colors may vary due to color, porosity, and hardness of the brick. Brick may also discolor due to the elements, such as rain, water run-off, sleet, hail, etc.	None
MASONRY	Crooked, out of plumb, out of level masonry walls Uneven surface	Masonry walls should be straight, plumb and level. The wall should be more than ¼" out of plumb and ½" in total length of wall out of level not to exceed ¼" in 8'. Builder will make necessary repairs. Walls should be free of protruding or sunken blocks or bricks unless called for in plans and specifications. Builder shall make necessary repairs	1 year
	Masonry Columns out of plumb	Masonry columns should be plumb within ¼" and in line within ¼". Builder shall make necessary repairs if it is over the standard.	1 year
	Voids in Mortar joints, Mortar joints not straight, plumb or varies in thickness	Masonry walls should be with uniform mortar joints and proper grout and vertical horizontal reinforcement. Voids in masonry mortar joints ¼" or less are acceptable. If over ¼", Builder will make necessary repairs. Certain masonry products are designed to exhibit irregular appearance and must be evaluated accordingly. Mortar Joints should be straight and plumb within 3/16" in adjacent courses and of uniform thickness unless otherwise specified or detailed on plans. Builder shall make necessary repairs.	1 year

ITEM	OBSERVATION	ACTION REQUIRED	COVERAG E
DRIVEWAY, LEADWALK, PATIO	Cracks in patios, walks, driveway, and carports	Control joints are installed as required as a means for controlled cracking. The acceptable tolerance is an average 3/8" for cracks in plane or width. If a crack exceeds this tolerance, the Builder shall replace the minimum section, which can be removed from the walk, drive or patio at the blind or open joints.	1 year
	Water standing.	No measurable water depth exceeding ¼ inch is permissible. The Builder shall correct to meet this tolerance by filling with a latex or equivalent filer or grind as necessary. Finished repair should be feathered and smoothed. Color variations are to be expected.	1 year
	Pitting, scaling or spalling of concrete work.	These conditions occur and regularly are caused by concentration of water, freezing, and thawing; the use of chemicals, de-icers, salt and mechanical implements, fertilizers; and other factors beyond the Builder's control. <b>Homeowner Responsibility:</b> Apply an exterior concrete sealant. Protect your driveways, walks, and steps by removing snow and ice promptly. Take care not to gouge paved or brick surfaces while chipping ice. If you cannot remove a stubborn layer of ice, use sand for traction. They are safe for driveways, walks, steps, and nearby grass or shrubs. Avoid applying salt in any form. Repeated thaw and freezing with salt and chemicals can damage concrete, brick, mortar, and asphalt, and salt will kill grass, shrubs, and trees. Provide an outdoor floor mat without a rubber backing (rubber backing will trap water and damage the surface beneath it) to prevent the sand from being tracked into the house. Another mat just inside the door will provide additional protection for carpets and floors.	None
	The concrete is discolored or the color is not uniform.	The color of concrete will vary due to temperature, humidity, additives, and the composition of the material. Color variations do not affect the strength or structural integrity of the product.	None
STOOP	Stoop settles, heaves or separates.	If the stoop separates in excess of one inch (1") from the home, then the Builder will repair.	1 year
	Water standing.	No measurable water depth exceeding ¼ inch is permissible. The Builder shall correct to meet this tolerance by filling with a latex or equivalent filer or grind as necessary. Finished repair should be feathered and smoothed. Color variations are to be expected.	1 year
	The concrete is discolored or the color is not uniform.	The color of concrete will vary due to temperature, humidity, additives, and the composition of the material. Color variations do not affect the strength or structural integrity of the product.	None
GARAGE	Cracking of garage slab, excluding expansion joints.	Control joints are installed as a means for controlled cracking. More movement should be expected in the garage slab than in the interior concrete since it is more subject to weather variations and settling. The acceptable tolerance is an average 3/8" for cracks in plane or width. If a crack exceeds this tolerance, the Builder should correct using a latex filler, grinding surfaces smooth in case of mismatch, or repair by other acceptable methods. Homeowner is cautioned that the repair will not match in color. A hairline crack may reappear, and this is to be considered normal.	1 year
	Water standing on garage floor.	No measurable water depth exceeding ¼ inch is permissible. The Builder shall correct to meet this tolerance by filling with a latex or equivalent filer or grind as necessary. Finished repair should be feathered and smoothed. Color variations are to be expected.	1 year
	The concrete is discolored or the color is not uniform.	The color of concrete will vary due to temperature, humidity, additives, and the composition of the material. Color variations do not affect the strength or structural integrity of the product.	None



# CARPENTRY STANDARDS

**Background** This section of standards applies to the dimensional lumber and exterior trim components of a house and their installation; e.g., floors, trusses, windows, siding, etc. The species of lumber used in these building components are many and are transported to this area from all parts of the United States and Canada, and in some instances, outside of North America. Since almost all lumber used in home construction here is not indigenous to this area, it goes through a period known as “stabilization”. This stabilization period usually lasts through one complete change of all seasons, or in some cases longer. During this stabilization of material, it is not uncommon for it to swell, bow, bleed, twist, or shrink through drying or curing, and in general, to deviate to different degrees from its original form when installed. Since much of this movement is hidden behind finished surfaces such as drywall, carpet, door jambs, etc., the effect is many times seen only on the outside; such as mitered joints that initially operated efficiently now will not latch properly. **These problems are due mainly to the stabilization of lumber and should be attended to as late in the service period as possible so as to allow sufficient time for this inherent characteristic of lumber to stabilize.**

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
FLOORS	Floor joist causing bow in top jamb of doorway.	Building should be structurally sound and floor level on first floor (i.e. within ¼” of level in a 32” area). Doors should not bind due to jamb deflection. Builder to make repairs to correct.	1 year
	Loose sub-floor board.	The sub-floorboards should be secured via nail and glue. Builder will re-secure loose boards.	1 year
	Squeak in floors.	Extensive research on this subject concludes that little can be done about floor squeaks. Generally, these will appear and disappear with changes in weather conditions. Due to the nature of floor squeaks, total elimination may not be possible.	None
	Bounce is felt in floor.	Occasionally, you may feel bounce in the floor. This is normal and inherent in the nature of wood products.	None
	Uneven floors.	Floor should not be more than ¼” off level in 32”. Builder to replace or repair to meet acceptable tolerance.	1 year
	Window check rails not even or flush.	Acceptable tolerance is 3/16” out of plumb. Builder to correct to meet acceptable tolerance.	1 year
CEILINGS	Ceilings uneven.	Ceiling should be not more than ½” off level in a 48” span. Builder to correct to meet acceptable tolerance.	1 year
WALLS	Walls uneven.	Walls should be even within ¼” vertically or horizontally on any given wall within any 32” span. Builder to correct to meet acceptable tolerance.	1 year
DECKS	Delaminating or premature deterioration of exterior wood decking.	Wood decking should not delaminate or prematurely deteriorate within the manufacturer’s specifications. Builder should repair or replace as needed unless caused by Homeowner’s neglect to maintain properly. <b>Homeowner Responsibility:</b> Regularly sweep the deck clear of dirt and leaves. Twice each season, scrub away collected dirt. Scrape and sand area of peeling paint. Re-coat the deck with a sealer, preservative, stain or paint as desired when the finish begins to show signs of wear. This is recommended once a year. Check the deck at least once a year for popped nails, loose screws or bolts.	1 year
COMPOSITE/ CEMENT-BOARD SIDING	Delaminating or premature deterioration of exterior siding.	Composite siding should not delaminate or prematurely deteriorate within the manufacturer’s specifications. Builder should repair or replace as needed unless caused by Homeowner’s neglect to maintain siding properly. <b>Homeowner Responsibility:</b> Where the stain or paint is thin, cracked, or peeling, the siding should be repainted to prevent moisture penetration and rot.	1 year
BASEMENT STAIRS	Basement stairs and/or stringers split.	Since basement stairs are in an unfinished area, splitting may occur, however it should not affect the structural integrity and safety of the stairs. Builder shall reinforce as necessary.	1 year

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
EXTERIOR TRIM	Exterior butt and miter joints do not fit properly.	These joints should not have more than 3/8" gap immediately after application. It is feasible that these joints can open much more than the aforementioned tolerance because of expansion and contraction due to temperature change. Builder should repair by re-caulking any boards that have separated more than 3/8" at joints and cannot guarantee color match	1 year
	Exterior trim pulls away from its surface.	These joints should not have more than 3/8" gap immediately after application. It is feasible that these joints can open much more than the aforementioned tolerance because of expansion and contraction due to temperature change. Builder shall re-nail and seal the material.	1 year
	Excessive warping, cupping or splitting of siding.	It is feasible that these joints can open much more than the aforementioned tolerance because of expansion and contraction due to temperature change. Builder should repair or replace any boards that are cracked in excess of 3/8".	1 year
ROOF SHEATHING	Fluctuation of roof sheathing between rafters or trusses.	Roof sheathing should not fluctuate or depress more than 1/2" between rafters or trusses. Builder shall repair sections that exceed this tolerance. Color variations are to be expected on repaired roof shingles.	1 year
BARGE RAFTERS	Spliced barge rafters	Long barge rafters may be spliced by approved methods, but splice should not separate or sag more than 1/8". Builder will repair item.	1 year
VINYL SIDING	Ripples and noise in metal or vinyl siding.	These are inherent characteristics of vinyl siding. The Builder has no responsibility. <b>Homeowner Responsibility:</b> Vinyl siding is a flexible product that requires an application that allows expansion and contraction. Expansion and contraction may cause certain areas to become unhooked. Therefore some Homeowner maintenance will be required to keep panels hooked together as well as keeping the siding panels cleaned.	None
	Vinyl siding comes loose due to wind.	Vinyl siding is nailed or fastened according to manufacturer's specifications. The Builder has no responsibility, except to verify installation is in accordance with manufacturer's specifications.	None
	Vinyl siding color fades.	Vinyl siding may change color slightly due to weathering.	None
	Color variation in repaired vinyl siding.	New siding will vary in color from previous application due to ultra violet rays. The Builder has no responsibility.	None
FLASHING	Flashing leaks.	Builder shall repair any improperly installed flashing.	1 year
WINDOWS	Windows do not operate properly.	All windows should operate as designed by the manufacturer. Builder shall adjust and/or repair window units that fail to function under manufacturer's operating directions.	1 year
	Weatherstripping missing	Builder shall make necessary repairs	1 year
	Drafts around windows	Some infiltration of moisture and dust is normal around doors and windows, especially during high winds and heavy rain. There should not be excessive infiltration. Builder shall adjust or correct open cracks, poorly fitted doors/windows or weather stripping if necessary.	1 year
GARAGE DOORS	Garage doors fail to operate properly.	Garage doors should operate under normal conditions. Builder shall correct or adjust garage doors to operate within manufacturer's specifications. <b>Homeowner Responsibility:</b> The moving parts of garage doors should be oiled every 3 months. The garage door opener is covered by the manufacturer's warranty.	1 year
	Leak through or under garage doors.	Builder can make some adjustments, but some entrance of elements can be expected.	None
EXTERIOR DOORS	Warping or non-closing of exterior doors, excluding storm doors.	Builder to correct. <b>Homeowner Responsibility:</b> Homeowner to maintain the security of the building or replace or repair any exterior doors whose warpage cannot be corrected by adjustment of either jams, stops, and/or hinges to properly latch.	1 year

# ROOFING STANDARDS

**Background:** The purpose of roofing material is to form a weatherproof surface, which prevents water from entering the house. There are several types of roofing material used, including asphalt, fiberglass, wood, tile and slate. In single-family residential construction the most common material used is the seal down fiberglass shingle. This common fiberglass shingle is manufactured by coating a dry felt core with fiberglass and rolling colored granules on the outer surface to provide the finished color. **Homeowner Responsibility:** Because the process of coating shingles with colored granules is a batch-type process, dye lots and color variations can result and are quite common. The shingle manufacturer holds all warranties for their product. Homeowner should familiarize themselves with these warranties.

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
ROOF	Roof leaks.	The roof should not leak. The weather resistance of the roof is a combination of the characteristic of the shingle material and the sheet metal flashing, which is used at the junctures of various angles of the roof, walls and at the openings, such as chimneys. The Builder is responsible for repairing all non-Homeowner maintenance leaks. <b>Homeowner Responsibility:</b> Excessive ice or snow build-up with alternate freezing and thawing can create a capillary effect (ice damming) causing leakage, which is a Homeowner maintenance responsibility. Homeowner can correct this by preventing leaf build-up in gutters and removal of excess snow and ice with a roof shovel. In severe cases, a gutter heating cable can be used. On some occasions, a driving rain with high wind velocity from a particular direction with relation to the shingles can push water up the roof and produce a temporary leaking condition. Builder is not responsible for temporary leaks caused by these or other abnormal weather conditions.	1 year
	Chimney flashing leaks.	Chimney flashing should not leak. The roof should be inspected to make the determination as to the requirements for corrections, except where the leakage is Homeowner's maintenance responsibility. The Builder should correct the leak by checking the chimney flashing and shingle juncture. On particularly persistent and severe leaks, the Builder may find it necessary to modify the saddle between the roof and the chimney to divert roof water run-off from the chimney. <b>Homeowner Responsibility:</b> Excessive ice or snow build-up with alternate freezing and thawing can create a capillary effect causing leakage, which is a Homeowner maintenance responsibility. Homeowner can correct this by preventing leaf build-up in gutters and removal of excess snow and ice. In severe cases, a gutter heating cable can be used. On some occasions, a driving rain with high wind velocity from a particular direction with relation to the shingles can push water up the roof and produce a temporary leaking condition. Builder is not responsible for temporary leaks caused by abnormal weather conditions.	1 year
	Roof shingles come loose due to wind.	Roof shingles are nailed or fastened according to manufacturer's specifications. The Builder has no responsibility, except to verify installation is in accordance with manufacturer's specifications. <b>Homeowner Responsibility:</b> If you have to walk on the roof for any reason, be careful not to damage the surface or the flashing.	None

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
ROOF (cont.)	Shingle color mismatch.	Manufacturers do not warrant uniform color as some color mismatches do occur because of sun reflections, minor differences in colors between shingles in the same lots and the aging and weathering of shingles. The Homeowner should expect these minor problems and recognize that some roofs, such as solid colors, are almost impossible to duplicate. The Builder has no responsibility.	None
	Leakage of elements through attic louver vents, including ridge and soffit vents.	Roof venting is necessary to allow warm humid air to escape. Even when properly installed, wind driven snow or rain may enter through vents. This is not a defect.	None
	Inadequate ventilation	Builder will provide adequate ventilation and assure that it is within industry standards. Moisture accumulation in attics which are not adequately vented is a deficiency. <b>Homeowner Responsibility:</b> It is the owner's responsibility to keep existing vents clear or obstructions to promote airflow.	1 year
GUTTERS	Gutters do not drain.	Builder shall assure adequate fall to limit standing water to one (1") inch. <b>Homeowner Responsibility:</b> Homeowner shall keep the gutters free of debris and clean.	1 year
	Gutter or downspout leaks	Builder will correct leaks at connections. <b>Homeowner Responsibility:</b> Homeowner shall keep gutters and downspouts clean. Gutters may overflow during heavy rains.	1 year
TILE ROOF	Roof leaks.	The roof should not leak. The Builder is responsible for repairing all non-Homeowner maintenance leaks. <b>Homeowner Responsibility:</b> On some occasions, a driving rain with high wind velocity from a particular direction with relation to the shingles can push water up the roof and produce a temporary leaking condition. Builder is not responsible for temporary leaks caused by abnormal weather conditions.	1 year
	Loose, falling or missing tiles	Builder shall make necessary repairs	1 year
	Wood nailers visible under hip or ridge tiles per manufacturer's specs	Builder shall make necessary repairs	1 year
	Chipped or broken tiles	Chips larger than a quarter or excessive in number are unacceptable. Builder shall make necessary repairs	1 year
	Off color mortar	Mortar should be neat and reasonably uniform in color. Builder shall make necessary repairs.	1 year
	Inadequate flashing	Builder shall make necessary repairs	1 year
	Crooked vertical and horizontal lines	Vertical and horizontal lines should be reasonably straight unless deliberately for effect. Builder shall make necessary repairs	1 year
VENTS, LOUVERS AND TURBINES	Leaks other than wind driven rain	Builder shall make necessary repairs	1 year
	Vents in overhang not screened	Builder shall make necessary repairs	1 year

## CHIMNEY & FIREPLACE STANDARDS

**Background:** The previous cautions, cosmetic and wearing conditions for Masonry in Section III, also apply to the brick of the fireplace. Additionally the venting of the smoke through the chimney can be affected by several considerations. Temporary negative draft situations can be caused by: high winds, obstructions such as branches too close to the chimney, running more than one (1) direct vent exhaust fans, the geographic location of the fireplace; or its relationship to adjoining walls and roof.

**Homeowner Responsibility:** Notice before lighting a fire, make sure that your damper is fully open! After the damper is open, light a match or a piece of paper and hold it in the opening of the fireplace to allow the warm air to heat up the flue and cause a positive upward draft. It may be necessary to open a window to create an effective positive draft. Since negative draft conditions could be temporary, it is necessary that the Homeowner substantiate a problem to Builder by constructing a fire so that the condition can be observed. The type and condition of wood used in the fireplace directly affects the performance and the amount of smoke, soot and residue left in the chimney. Only use well-seasoned dried firewood on fireplace grates. Do not burn treated lumber, painted wood, pine, trash, use kerosene, gasoline or other highly flammable liquids and always be sure the fire is out each night before you retire. Have the chimney professionally cleaned and checked after burning every 2 cords of wood. Store firewood outside and away from the house because it gives off moisture and may harbor insects.

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
CHIMNEY & FIREPLACE	Exterior and interior masonry veneer crack.	Some cracks are common in masonry and mortar joints. Cracks that are a quarter inch or less are considered owner maintenance. Builder will correct cracks in excess of ¼ in. in width.	1 year
	Firebox color is changed. There is accumulation of residue in chimney or flue.	The color of the firebox will change due to the heat from the fire. The Builder has no responsibility.	None
	Chimney separates from home.	Newly built chimneys will often encounter slight amounts of separation. Builder will correct separation in excess of one half (1/2") inch within ten feet.	1 year
	Water Infiltration into firebox from the flue.	A certain amount of rainwater can be expected under certain conditions. The Builder has no responsibility.	None
	Firebrick or mortar joint cracks.	Intense heat may cause cracking. The Builder has no responsibility.	None
	Smoke in Living Area.	See Background above for Homeowner responsibilities. The Builder has no responsibility.	None
	Glass on direct vent discolors.	This is normal, especially after the first 8 hours of use. <b>Homeowner Responsibility:</b> The Homeowner should remove and clean the glass in accordance with manufacturer's specifications as needed.	None
	Fireplace or chimney does not draw properly.	Builder should properly construct chimney or fireplace that is operable under all except the following unusual conditions: (a) Temporary downfalls created by abnormal weather conditions; and/or (b) Conditions where large obstructions inhibit draw, in which case it shall be the Homeowner's financial responsibility to extend the chimney to a height necessary for proper draft or add a downdraft deflector or to remove the obstructions; and/or (c) running more than one (1) direct vent exhaust fans.	1 year
	Cracking of firebrick.	It is expected that heat will cause cracking. Builder has no responsibility.	None

# HEATING, VENTILATION, AIR CONDITIONING STANDARDS

**Background:** The registers throughout your house help to regulate the flow of air and to maintain the desired temperature. By operating (i.e. – opening and closing) the registers and dampers, you can regulate the amount of cool or warm air that enters a room.

**Homeowner Responsibility:** Carefully adjusted dampers will work with the thermostat to maintain the temperature of your home. Closing registers and doors to rooms not in use is a good way to reduce cooling and heating costs. In addition to the air outlets, your house will have one or more air return registers. Neither these nor the other registers should ever be obstructed by furniture, drapes, or other objects. Open doors, windows, and fireplace flues and clogged filters can negate the effects of insulation and cause inadequate cooling and heating. The filter removes dirt and dust from the air. For efficient heating, the filter should be replaced or cleaned at least once a month. The furnace and air conditioner should be serviced by a professional every year as routine maintenance. Read the instruction manual for your system for specific directions.

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
HEAT	Insufficient heat.	<p>Builder shall correct if heating system cannot maintain a 70 degree Fahrenheit temperature under normal operating and weather conditions. Temperature shall be measured at five (5) feet above floor from center of floor in affected area. Approximately 3° to 6° temperature swings in different rooms is considered acceptable (particularly rooms over unconditioned areas). Rooms may vary in temperature by as much as four (4) degrees Fahrenheit. Orientation of the home, location of rooms and location of vents may also provide temperature differential. There may be periods when outdoor temperature falls below designed temperature thereby lowering the temperature in the home. Certain aspects of the home including, but not limited to, expansive stairways, open foyer, sunrooms, insufficient window treatments or cathedral ceilings may cause abnormal variation from these standards and are not covered by this limited warranty. The thermostat shall be located so that it reflects the true condition of the house and is not affected by extraneous sources of heat risers or heat from lights located close to it. Nor shall it be located so that the radiant heat from a fireplace, or heat from the sun through a window can affect it. Builder to cover thermostats when direct sunlight cannot be avoided. If the heating installation does not maintain the conditions described above and Homeowner has properly maintained the system, the Builder shall have it revised so that it does. <b>Homeowner Responsibility:</b> Each individual room supply register shall be equipped with a damper and it shall be the Homeowner’s responsibility to so adjust them to achieve the room condition desired. In order for the blower to deliver acceptable rated air, clean filters must be installed by the Homeowner monthly or as necessary.</p>	2 years
SHEET METAL	Ductwork Noise.	<p>When metal is heated it expands and when cooled it contracts. The result is “ticking” or “crackling” which is generally to be expected and shall be considered acceptable. Gauge of the metal used shall be such that supply ducts and plenums do not “oilcan”. The booming noise caused by “oil canning” is not acceptable. In the case of electric forced air heating system (heat pump), a higher level of air noise is generally to be expected and shall be considered acceptable. The booming noise caused by “oil canning” will be corrected by Builder if caused by improper installation.</p>	2 years

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
COOLING	Insufficient cooling.	Builder shall correct if cooling system cannot maintain a 78 degree Fahrenheit temperature, under normal operating and weather conditions. Temperatures shall be measured at a point five (5) feet above the center of the floor in the affected area. On excessively hot days, where outside temperature exceeds 95 degrees Fahrenheit, a difference of 17 degrees from outside temperature may be difficult to maintain. All rooms may vary in temperature by as much as four (4) degrees. Orientation of the home, location of rooms and location of vents may also provide temperature differential. There may be periods when outdoor temperature rises above designed temperature thereby raising the temperature in the home. Certain aspects of the home including, but not limited to, expansive stairways, open foyer, sunrooms, insufficient window treatments or cathedral ceilings may cause abnormal variation from these standards and are not covered by this limited warranty. A variation of 3° to 7° F from room to room shall be considered acceptable (particularly rooms over unconditioned areas). The thermostat shall be located so that it reflects the true condition of the house and is not affected by extraneous sources of cooling risers or heat from lights located close to it. Nor shall it be located so that the radiant heat from a fireplace, or heat from the sun through a window can affect it. Builder to cover thermostats when direct sunlight cannot be avoided. If the cooling installation does not maintain the conditions described above and Homeowner has properly maintained the system, the Builder shall have it revised so that it does. <b>Homeowner Responsibility:</b> In order for the blower to deliver acceptable rated air, clean filters must be installed by the Homeowner monthly or as necessary.	2 years
FURNACE, HEAT PUMP	Noise generated by furnace or heat pump.	Units should achieve sound rating specific to individual manufacturer's equipment).	2 years
	Refrigerant lines leak	Builder will correct. <b>Homeowner Responsibility:</b> Owner maintenance is required on the system.	2 years
	Ductwork separates	Builder will correct if this condition is due to faulty workmanship or materials. <b>Homeowner Responsibility:</b> Owner maintenance is required on the system.	2 years
FINISHED BASEMENT	Excessive Moisture Buildup	Concrete foundation walls and basement slabs are often damp and water will evaporate into the basement air creating humidity. To reduce this condition your house is designed with a water proof membrane on the outside foundation walls and an interior drain tile system connected to a sump crock with a pump and plastic under the basement slab. Also, if possible moisture tolerant materials are installed when they come in contact with concrete surfaces. However, because of the ground temperature and its dew point, it is important to control the level of humidity in the basement to prevent excessive moisture buildup. <b>Homeowner Responsibility:</b> Do not use a humidifier to condition basement air. Do not install any cooking appliances in the basement. Make sure clothes dryers, bath fans, sump crocks and radon pipes are sealed and properly vented. Do not ventilate the basement with warm air in the summer. Instead use the air conditioning system or a heat exchanger. Monitor the humidity level and use a dehumidifier to keep proper humidity levels. Check the sump pump periodically as pumps do wear out. Also consider a battery backup system for the sump pump. The pump will not work without electricity and can easily overflow during storms.	None

# PLUMBING STANDARDS

**Background:** **Shut-Off Valves** – Every adult in your house should be able to locate the water shut-off valves for your plumbing system. Don't wait for an emergency to find the shut-off valves.

**Drain Traps** – Each plumbing fixture in your house has a drain trap. This U shaped piece of pipe is designed to provide a water barrier that prevents the airborne bacteria and odor of sewer gas from entering the house. Infrequently used fixtures, such as basement tubs or showers, should be turned on regularly to replace evaporated water and ensure that the barrier remains intact. Because of their shape, these traps also clog very easily. Never pour grease in a sink. The new low-flush models of toilets use far less water than previous models. Never flush materials such as hair, grease, garbage, lint, diapers, sanitary pads or rubbish. Try unclogging the toilet with a plunger first. If the plunger does not work, use a plumber's snake.

**Garbage Disposal** – If you have a garbage disposal, always use cold water when the disposal is on. You should avoid putting grease or coffee grounds and fibrous materials such as banana peels, onion skins or cornhusks down your disposal. Be sure to read the manufacturer's instructions for precise directions for disposal operation.

**Faucets** – Your faucets contain an aerator, which adds air to the water as it leaves the faucet and eliminates splashing. Generally every 3 to 4 months the aerators should be cleaned. Unscrew it from the mouth of the faucet, remove any deposits, remove and rinse the washers and screens, replace them in their original order, and put the aerator back on the faucet.

**Freezing Pipes** – To prevent pipes from freezing, never leave a house unheated during cold weather. During an extended period of severe cold, provide heat for unused rooms and baths that are generally not heated and leave sink cabinet doors open so heat can get to the pipes. Do not leave exterior hoses or sump pump discharge extension hoses on during the winter months.

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
PLUMBING	Leakage of any kind of piping.	No leaks of any kind should exist in any pipe, unless due to negligence of the Homeowner. Exterior Hoses left connected to hose bibs during winter months become the Homeowner's responsibility. This condition could easily cause a pipe to burst. Builder shall make necessary repairs to eliminate leakage. Any addition to hose bibs such as timers or tees invalidates this aspect of your warranty. <b>Homeowner Responsibility:</b> Homeowner must minimize damage by immediately turning off the nearest shut off valve to stop the leak. Any damaged drywall will be repaired, although it is impossible to match the shade of paint. The Builder is not required to repaint the entire wall or ceiling surface. Any other damage will be considered consequential, and must be claimed on Homeowner's insurance.	2 years
	Condensation on plumbing pipes or fixtures.	Condensation may occur due to humidity levels primarily in the summer months. Condensation cannot be controlled by the Builder.	None
	Faucet leak or valve leak.	No valve or faucet should leak because of defects in either material or workmanship. Builder shall repair or replace the leaking faucet or valve, unless leakage is due to a defective washer. <b>Homeowner Responsibility:</b> Washer replacement is normally a Homeowner's maintenance problem.	2 years
	Fixtures do not hold water.	Stoppers on fixtures should retain water for a sufficient length of time to accomplish the fixture's intended use. Builder to correct until fixture holds water to meet acceptable tolerance.	2 years
	Chipped, cracked, warped, or defective plumbing fixtures, including tubs and sinks and brass goods.	In case of questions between Homeowner and Builder as to the seriousness of the defect, the fixtures should be inspected by the manufacturer's representative and judged according to their manufacturing standards. Builder may repair or replace any fixture or fitting, which is outside acceptable standards as defined by the manufacturer. In the case of chipping, the Builder may repair or replace the fixture if the chipping is noted on the Pre-Closing Inspection. <b>Homeowner Responsibility:</b> After occupancy, the responsibility for chipped fixtures is the Homeowner's.	2 years



ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
PLUMBING (cont.)	Stopped-up sewers, fixtures, and drains.	Sewers, fixtures and drains should operate properly to accomplish their intended function. Because sewers, fixtures, and drains can easily be clogged through the Homeowner's negligence, Builder shall make the necessary repairs to put the sewer in proper operating condition within the first 30 days of occupancy. However, if the problem, which caused stoppage of the sewer, can be shown to be due to Homeowner's negligence, the Homeowner shall assume the cost of repair. <b>Homeowner Responsibility:</b> Homeowner must minimize damage by immediately turning off the nearest shut off valve to stop the leak. Any damaged drywall will be repaired, although it is impossible to match the shade of paint. The Builder is not required to repaint the entire wall. Any other damage will be considered consequential, and must be claimed on Homeowner's insurance.	30 days
	Faucet stops up or sprays out sides of aerator.	<b>Homeowner Responsibility:</b> Occasionally the screens in the faucet aerators may need cleaning due to sediment in the water getting trapped by the screen.	None
	Sewage and drain stoppages beyond exterior walls.	Builder has no responsibility. Routine maintenance and proper use is required.	None
	Cracked laundry tubs.	Laundry tubs should not leak. Builder has no repair responsibility on tubs unless the defect was noted on the Pre-Closing Inspection.	None
	Noise in water pipes (pipes "bang").	There should be no objectionable water sounds, except those due to expansion, contraction or flow through the pipes, except where local water pressure exceeds 65 pounds per square inch. Builder should remove noise not due to the flow of water. If local water pressure exceeds 65 pounds per square inch. Homeowner should contact local water department.	2 years
	Pipes Freeze and Burst.	Builder will correct if due to faulty workmanship or materials. <b>Homeowner Responsibility:</b> Proper winterization of pipes is considered routine maintenance and owner should maintain suitable temperatures inside home. During an extended period of severe cold, Homeowner should provide heat for unused rooms and baths that are generally not heated and leave sink cabinet doors open so heat can get to the pipes. Homeowner should not leave exterior hoses or sump pump discharge extension hoses on during the winter months. Homeowner must minimize damage by immediately turning off the nearest shut-off valve to stop the leak. Any damaged drywall will be repaired, although it is impossible to match the shade of paint. The Builder is not required to repaint the entire wall or ceiling surface. Any other damage will be considered consequential and must be claimed on Homeowner's insurance. Under some situations, frost-free hose bibs will cease to provide water in the spring due the seals drying out in the winter. Most times opening the faucet for up to an hour will moisten the seals enough to provide water.	2 years

## ELECTRICAL STANDARDS

**Background:** In reviewing electrical problems, it is necessary to set up guidelines to be understood by both the Builder and the Homeowner, since they have a mutual responsibility if the electrical system is to perform properly. Recognized electrical codes establish norms as follows: There must be two (2) GFCI protected receptacles within six feet of either side of the kitchen sink. Ground fault current interrupters are required by National Electric Code in an effort to eliminate electrical shocks. **Homeowner Responsibility:** The Homeowner should locate each one of these in the house. No more than 1,500 watts per circuit is allowed. Motors can be connected to lighting circuits provided the total wattage connected does not exceed the above limit. Homeowner should read the manufacturer's instructions for use and maintenance of smoke detectors. Routine testing should be performed on smoke detectors and GFCI outlets. Builder cautions Homeowner not to plug refrigerator, deep freezers etc., into garage or basement GFI outlets. Such appliances will need to be plugged into a dedicated circuit. Homeowner should familiarize themselves with the electrical box and all GFCI outlets and be able to reset any tripped breakers. The Builder cannot be responsible for what a Homeowner plugs into an electrical outlet other than normally used appliances. With these limitations in mind, we can arrive at a standard of installation understandable to everyone. If the Homeowner's complaint is found to be the Homeowner's responsibility, the Homeowner will pay for the service charge and any subsequent expenses. **Changes or alterations to wiring within your two-year warranty will void your electrical warranty.**

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
ELECTRICAL	Lights, switches and receptacles do not work.	All lights, switches and receptacles should work properly. Builder shall repair wiring or replace defective lights, switches and/or receptacles to make units work properly. <b>Homeowner Responsibility:</b> Homeowner should first check the circuit breaker box and any GFCI's and reset any tripped breakers. If the electrical contractor makes and service call for a tripped breaker or tripped GFCI outlet, Homeowner is responsible for the service charge.	2 years
	Placement of outlets and switches.	Outlet receptacles are installed per specifications and according to all electrical codes. In addition, due to framing members, HVAC vents and other local factors, outlets and switches are located as close to plan as possible.	None
	Lights flicker in parts of the building.	Flickering may occur during starting of some motor driven equipment, without ill effects. Builder shall check Builder-installed motor driven equipment for proper operation. Check wiring for installation per standards of local electrical codes. Change or repair Builder installed motor or motor-driven equipment, which causes ill effect, at the discretion of the Builder, if defective motor is apparent cause.	2 years
	Loss of power in all or part of home.	Lights should not flicker throughout entire building at one time. <b>Homeowner Responsibility:</b> Homeowner should first check with the local utility company for possible defects in supply sources.	None
	Light bulbs burn out.	<b>Homeowner Responsibility:</b> Homeowner should replace light bulbs as needed.	None
	Circuit breakers kick out.	Circuit breakers should not activate under normal usage, except in the case of ground fault interrupters, which are susceptible to moisture and/or weather conditions. Builder shall check wiring to determine whether or not it conforms to local electrical code requirements. Repair wiring if not in conformity. <b>Homeowner Responsibility:</b> Homeowner should first check the circuit breaker box and any GFCI's and reset any tripped breakers. Homeowner should also ensure that a circuit is not overloaded. If the electrical contractor makes a service call for a tripped breaker or tripped GFCI outlet, Homeowner is responsible for the service charge. Homeowner to pay for repair or change if due to an appliance overloading the circuit.	2 years
	Electrical system does not conform to new codes.	All local codes are followed and approved prior to the issuance of the Final Certificate of Occupancy. The Builder is not responsible for codes adopted after receiving the permit to build the home.	None

# INSULATION STANDARDS

**Background:** Insulating is the process by which an inert, fire resistant material is applied to walls, ceilings, and floors of a structure to act as a barrier which creates a resistance to heat flow (R-value). This produces a more controlled interior climate within the home and conserves energy and fuel usage. The commonly used insulation materials are rock wool, fiberglass, mineral wool, cellulose and various types of foams and bead boards. The insulation materials are manufactured in batch form, as loose-blown material, and in sheet form. The function of the insulating system is to provide a resistance to heat flow and a vapor barrier to restrict migration moisture between walls. The vapor barrier is either kraft paper, foil facing or polyethylene sheets.

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
INSULATION	Condensation, frost or ice build-up on interior window surfaces, which could result in deterioration, mildew or discoloration of adjacent surfaces.	Due to weather conditions and interior humidity factors beyond Builder control, condensation, frost, and/or ice build-up may occur. The Builder has no responsibility. <b>Homeowner Responsibility:</b> The Homeowner should dry any moist areas to prevent damage to surfaces or the creation of mildew and mold.	None
	Drafts from electric outlets.	The system of electric junction boxes, conduit or boxes on exterior walls produces an air-flow passage whereby the cold or outside air can be drawn through the outlet into the room under most heating circumstances, since the outside of the home is at higher pressure than the inside. This problem is virtually uncorrectable, as are certain problems that can result from the many openings that do exist in the home under normal construction.	None
	Drafts around doors and windows.	Additional "cold/hot spot" sources are roof, kitchen or bathroom vents as well as drafts through the doors and windows. Proper weather-stripping, caulking and insulating around these areas can minimize air passage. However, under certain temperature and wind conditions, some infiltration will occur. The Homeowner may want to install storm doors and/or storm windows which may void manufacturer's warranty. Builder shall check out the areas to assure that the air leakage is within reasonable limits and correct as necessary. <b>Homeowner Responsibility:</b> It's the responsibility of the Homeowner to keep thresholds adjusted make sure door sweeps are not torn and are in good condition. (It is helpful for the Homeowner to know the make, brand and supplier of the door for the purpose of later replacing the sweeps.) Usage of doors and windows will wear out weather-stripping, which should be repaired and/or replaced as necessary.	1 year
	Movement of blown attic insulation.	On occasion, due to attic ventilation or unusually high winds, blown-in attic insulation will tend to move from its original position. The Builder has no responsibility. <b>Homeowner Responsibility:</b> The condition of attic insulation should be inspected routinely and repositioned evenly as necessary.	None

# DRYWALL STANDARDS

**Background:** In reviewing drywall problems, which occur during the first year of service, it is necessary to include some explanatory information on the nature of the material and its performance during and after the initial stages of construction. Drywall is a relatively inflexible gypsum material that is applied to the interior surfaces created by the rough carpentry phase. Drywall is applied in sheets, which are attached, nailed, screwed and sometimes glued to the studs, or joists for application. The sheets are then taped and finished and the entire surface is painted or textured to produce a finished surface, which is judged on its appearance. Because the drywall has been placed on lumber surfaces, which are subject to shrinkage and warpage, problems occur through stress and strain placed on drywall during the stabilization of the lumber. This is inherent in the construction of a home. For example, if a stud twists in the drying process, this twist will be reflected in either a concave or a convex surface to the drywall. If this shrinkage in any particular area exceeds the flexibility of the gypsum wallboard, an imperfection will occur. For this reason, we strongly urge the Homeowner to delay painting or wallpapering the house within the first year. In evaluating the need for drywall repairs, the general rule to be applied is: if the defect is readily noticed by visual inspection, it should be repaired. However, due to the initial stabilization problem, which exists with the new home, it is impossible to correct each individual defect as it occurs. The entire house will tend to stabilize itself near the end of the service period, at this time the Builder will provide a drywall touch-up service, if requested. This does not include painting. **Homeowner Responsibility:** Again, we strongly urge the Homeowner to delay painting or wallpapering the house within the first year. In addition, since the drywall touch-up service does not include painting, it is highly recommended that the Homeowner repaint at this time.

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
DRYWALL	Nail pop, blister, blemish, cracked corner bead or blisters in tape joints is visible on finished wall or ceiling, ceiling sags.	<p>Builder shall repair cracks in excess of 1/8" and nails pops which have broken the surface. The Builder will repair such blemishes or cracks only once during the warranty period, typically in the eleventh month and only upon request by the Homeowner (see below). Visible, minor drywall imperfections are normal. The Builder will cover the area with spackling compound and repair the area using the same finish technique or texture type. The Builder is not required to paint. In addition, the Builder is not required to repair defects that are covered by wallpaper. Any repairs to textured ceilings will have slight color and texture variations, which are normal. <b>Homeowner Responsibility:</b> Due to the fact that many Homeowners continue to repaint, wallpaper and decorate, and that many Homeowners do not wish to have to repaint in the eleventh month, the Homeowner must request the one time drywall service from the Builder. The Homeowner must move all electronic equipment out of the room to be repaired and move all furniture to the center of the room. Please do not write on walls or make other marks where drywall is to be repaired. The Homeowner is responsible for repainting repaired areas, and it should be noted that touch-up painting will not blend with the original paint. There will be noticeable different color shades. Ceiling should not sag more than 3/8" in 8'. Readily visible flat areas in textured finish or Voids at switch and receptacle plates Builder shall make necessary repairs.</p>	1 year

## FINISHED CARPENTRY & MILLWORK STANDARDS

**Background:** It should be noted that over the past several years, a marked change has taken place in the area of finished carpentry. Considerably less labor is being done on the site and more if it is being done off-site by specialists such as cabinetmakers, paneling firms and mills, who are often out-of-state. There is less emphasis on the custom-made cabinet and more on purchasing pre-manufactured, pre-finished units. As such, almost all millwork, paneling, cabinetry, windows and doors are purchased by the Builder as a completed product and are covered by separate manufacturer's standards and warranties. The standards listed below are guidelines to a performance warranty designed to assure the proper functioning of the particular components involved in the finished carpentry area. In unusual cases, it may be necessary for the Builder to bring in a manufacturer's representative on the particular component for more detailed analysis of the nature of the problem and the recommended correction and possible replacement and/or adjustment under the manufacturer's warranty. Wood and wood like products are the basic materials used in finish carpentry. The very nature of wood, a natural product, with individualistic grain variations in each piece of wood, makes it impossible to match the grain. **Homeowner Responsibility:** All warpage, shrinkage and swelling corrections after occupancy are covered only if the Homeowner maintains proper temperature control and humidity within the house. These standards apply to finished living areas and not to basements and garage areas.

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
INTERIOR OR CABINET DOORS	Interior doors, closet doors, cabinet doors or drawers warp and cannot be closed or will not stay closed.	The acceptable tolerance is ¼" measuring from corner to corner. All interior doors, closet doors, cabinet doors or drawers should be corrected by adjustment planing of either jambs, door, drawers, stops, and/or hinges to properly latch. The Builder shall adjust any doors and drawers that fail to operate properly within the service period or replace any doors or drawers, which cannot be corrected to be within acceptable tolerance after the stabilization period (i.e. – during the eleventh month). <b>Homeowner Responsibility:</b> Warping is caused by excessive moisture. Homeowner must maintain proper temperature and humidity control within the house.	1 year
	Cracks in doors.	Builder should correct defects noted at the time of closing on the pre-settlement inspection.	None
	Misalignment of doors.	Builder will adjust.	1 year
WOOD CABINETS, DOORS, FLOOR, TRIM	Wood grain does not match.	Since wood is a natural product and its grain structure is unique for each piece of wood, the Builder is not responsible for supplying and matching grades and types of lumber and millwork and paneling.	None
INTERIOR DOORS	Loosening or separation of veneer in flush doors.	Veneer should not crack or separate during the first year's service period provided the doors have been properly finished by the Builder if part of its contract. Builder should replace or repair any doors where the veneer has separated or delaminated during the first year of occupancy if painting or staining was the responsibility of the Builder.	1 year
	Doors bind when opening or closing.	The doors shall not bind and the Builder will adjust as necessary.	1 year
TRIM	Cracks, gaps in miter joints, separation from walls or other workmanship imperfections in excess of ⅛".	Builder shall replace or repair any millwork defects, noted at the time of closing on the pre-settlement inspection, where the defect cannot be easily corrected by the painter through the use of sanding, filing with plastic wood, wood puttying, or staining techniques (color variations will occur). <b>Homeowner Responsibility:</b> Separation of trim and moldings can be caused by lack of control of indoor relative humidity by the Homeowner and in such cases will therefore be excluded from Builder's responsibility.	None

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
COUNTERTOPS	Scratches and swirls in natural marble, manufactured cultured marble countertops and solid surface products.	When manufactured marble countertops are buffed to a high gloss finish, under certain lighting conditions such as down lights, swirls from the polishing process are visible. Such swirls are normal and do not require any action by the Builder. There should be no other imperfections in the tops at the time of occupancy inspection. Builder has no responsibility for swirls from the manufacturing process. Builder should correct defects noted at the time of closing on the pre-settlement inspection or within 10 days after move in if no inspection was done. <b>Homeowner Responsibility:</b> Defects occurring after closing are Homeowner's responsibility since the tops are subject to Homeowner damage.	None
	Marble surfaces bowed or warped	The acceptable tolerance shall not exceed 1/16" per lineal foot. Builder shall repair as necessary	1 year
	Pinhole defects in Marble	Builder has no responsibility, except to correct defects noted at time of closing on the Pre-Closing Inspection or within 10 days after move in if no inspection was done.	1 year
	Seams separate in countertops.	This is caused by excessive heat or water. The Builder has no responsibility. <b>Homeowner Responsibility:</b> Any water spilled on the countertop should be cleaned-up immediately. Never set hot pots, pans or plates directly on the countertop without sufficient protection to prevent heat from reaching the countertop.	None
	Laminated (Formica) surfaces crack, chip, delaminate or are burned or scratched.	Builder has no responsibility, except to correct defects noted at time of closing on the Pre-Closing Inspection or within 10 days after move in if no inspection was done. Defects occurring after that time are the Homeowner's responsibility since these surfaces are subject to Homeowner damage. <b>Homeowner Responsibility:</b> Tops should be protected from hot pots, pans, or baking dishes taken from the oven or stovetop. Do not cut food directly on the countertop because the knife may dent or nick the surface.	None
	Laminated (Formica) surfaces bowed or warped	The acceptable tolerance shall not exceed 1/16" per lineal foot. Builder shall repair as necessary	1 year
	Countertops separate from wall.	Provided the cabinet installation is secure, some shrinkage may occur which may appear to indicate a gap between the cabinets and their mounting surface. This is normal and requires no correction. The Builder has no responsibility.	None
GRANITE	Joint width is excessive	Joints should not exceed 1/16" in width. Builder should correct defects noted at the time of closing on the pre-settlement inspection.	None
	Scratches and chips in polished stone	Fissures are natural characteristics of stone and should not be construed as scratching or pitting. Builder should correct notable scratches or chips defects noted at the time of closing on the pre-settlement inspection or within 10 days after move in if no inspection was done. <b>Homeowner Responsibility:</b> Defects occurring after closing are Homeowner's responsibility since the tops are subject to Homeowner damage.	None
	Granite surfaces bowed or warped	The acceptable tolerance shall not exceed 1/16" in 4'. Builder shall repair as necessary	1 year
	Granite countertop color looks different than the sample.	Because granite countertops are natural stone, they are subject to veining and slight variances including, but not limited to, color, shade, particle structure, surface irregularities, fissures, pits or other variances that naturally occur in the stone.	None

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
GRANITE cont.	Granite countertops are stained, chipped, scratched, cracked, or polished surface is dulled.	<b>Homeowner Responsibility:</b> In order to preserve the shine and color of your granite countertop, blot up any spills as soon as possible, to make sure that they do not break in the surface. Avoid placing very hot items directly on your granite countertops. Don't cut directly on the countertop without a cutting board. Don't use vinegar, lemon juice or other cleaners containing acids, such as bathroom, grout, or other tub and tile cleaners. Some certain acidic food and beverages can even etch the surface. Don't use abrasive cleaners such as dry cleansers or soft cleansers. Don't stand or sit on your countertops. Do seal the countertops every 2 years for a long term gloss. Do take care with heavy pots, pans, and dishes especially around edges and cutouts to avoid chips.	None
GLASS	Glass breakage or leakage.	Any broken, cracked or scratched glass should be noted by the Homeowner at the time of closing on the Pre-Closing Inspection and should be corrected by the Builder. Insulated glass (thermo-pane) often carries extended manufacturer's warranty against leakage-related defects. The Builder has no responsibility, except to correct defects noted at the time of closing. <b>Homeowner Responsibility:</b> Defects occurring after that time are the Homeowner's responsibility since these surfaces are subject to Homeowner's damage.	None
MIRRORS	Scratches on mirror surfaces	Scratches should not be seen on mirror surfaces observable in daylight at a distance of 3' or more. Builder shall replace mirror.	1 year
STAIRS	Basement stairs and/or stringers split.	Since basement stairs are usually in an unfinished area, splitting is acceptable unless it affects the structural safety of its intended function. In this case, the Builder should repair if necessary to meet acceptable tolerance.	1 year
CAULK	Cracking in caulking applied to wood joints.	Cracking in caulking is to be expected due to wood shrinkage during the stabilization process. The Builder has no responsibility. <b>Homeowner Responsibility:</b> Homeowner should check and re-caulk as needed on an annual basis.	None
CLOSET SHELVES	Shelving sags or pulled away from wall surface.	Shelving materials will sag or pull away from wall when heavy materials are placed on them. Shelving supports should be located in accordance to manufacturer's specifications. Builder shall add shelving supports where shelving expanses have exceeded manufacturer's specifications and/or replace warped or damaged shelf material unless caused by excessive weight by Homeowner usage. <b>Homeowner Responsibility:</b> Homeowner should not exceed the weight specified by the manufacturer.	1 year
RAILINGS	Rails loosen.	The Builder has no responsibility. <b>Homeowner Responsibility:</b> The Homeowner should routinely check all rails and tighten as needed.	None
TRIM AND RAILS	Gaps	Small gaps will exist. Builder shall adjust distance between material as possible, caulk to match color of wall, trim or railing as noted in pre close settlement.	None
CABINETS, AND VANITIES	Gaps	Trim or scribe to be used for gaps exceeding 1/8" where cabinets or vanities meet wall as noted in pre close settlement.	None

# RESILIENT FLOORING, CERAMIC TILE, CARPET & HARDWOOD FLOORING STANDARDS

**Background:** Although the area of construction covered by this standard involves two different trades, floor coverings possess certain common characteristics, which indicate that it can be treated similarly. In particular, both resilient tile, which includes linoleum, vinyl or seamless surfaces in sheet or tile form; and ceramic or plastic surface, which is judged primarily on its appearance are covered in this section.

**Vinyl** – All resilient flooring is subject to normal manufacturing tolerances and most particularly to dye lot variations affecting color, texture, and pattern. From time to time, patterns are taken off the market, which makes it impossible to exactly duplicate a material when none is available. The most common problem occurring when partial replacement is called for in repair is the inability to match closely in color due to variation from dye lot to dye lot. In the replacement or correction of tile, vinyl, etc. work, the Homeowner must be prepared to accept a variation in dye lot when the pattern is still in existence. Although the Builder will attempt to match colors as closely as possible, the Homeowner should note that wax build-up on the unreplaced tile areas, light variations, atmosphere conditions and other chemical reactions will produce a color variation, even within the same dye lot. The Homeowner can minimize wax build-up variation by dewaxing and thoroughly scrubbing the tile. Likewise, the color variation will become less noticeable with subsequent wax build-up and use of the floor. The nature of the resilient flooring makes possible permanent deformation of the surface when subject to high loads, which can be exerted by uncasters, furniture or other similar high-pressure loads. Because of this and the wear and tear caused by normal use of resilient flooring, no reasonable repair can be expected to restore perfectly resilient flooring to a new, unused condition. **Homeowner Responsibility:** It is suggested that all furniture used on resilient flooring have “swivel type” casters for floor protection.

**Tile** – Tile work is subject to the same phenomena during construction of a home that apply to drywall. That is, the surface to which it is applied is subject to shrinkage and warpage, because of the settling of the home, and expansion and contraction of the wood that is the subsurface to which it is applied, due to moisture and temperature variations. Most of the problems which occur affecting tile work are a result of these natural phenomena occurring during the stabilization of the home which will mostly occur during the initial warranty period and be mirrored in the floor covering or ceramic tile. Tile is a manufactured product installed as a finished product, either in the form of squares or sheet goods, which is applied by the appropriate trade, predominantly by gluing directly over the surface prepared to accept it. **Homeowner Responsibility:** It is highly recommended that the Homeowner apply a grout sealer to make the grout more stain resistant.

**Hardwood** – Hardwood flooring because of its very nature as a wood product, will expand and contract with moisture and temperature variations within the home. Because of these environmental changes, hardwood, will shrink or expand showing minor separations or gaps between individual boards and at butt edges, as well as ledging (difference in height between boards). Seasonal changes in your hardwood floor should be expected. Increased humidity levels in the summer will make the wood swell and expand, while dry winter conditions will pull moisture from the wood and make it shrink. Hardwood flooring will also have a creaking, cracking, or popping sound under foot traffic. Cupping and crowning are normal and occur from gaining or losing moisture on one side faster than the other. These movements from moisture may loosen nails or adhesive. All of these can be expected with hardwood and will warrant no concern or correction. Try to keep your home at an even temperature and moisture level. Replacing of hardwood pieces may require minimal face nailing which is to be expected and accepted by the Homeowner. **Homeowner Responsibility:** After the Pre-Closing Inspection, all scratches or defects not noted on the Pre-Closing Inspection will be the Homeowner’s responsibility. Disputes regarding the wearing of the material should be taken up directly with the manufacturer of the floor covering. Do not use water to clean. Water sometimes causes the grain to rise, and prolonged use may cause cracks from the expansion and shrinkage of the wood. The manufacturer’s directions for maintenance and cleaning must be followed to prevent damage. Attach furniture rests to the bottom of furniture legs to protect the floors. Use entrance rugs or mats to protect wood flooring from dirt and water spots. Do not use rubber backed mats as they will remove the finish. Mop up spill immediately. Do not set potted plants directly on a hardwood floor as moisture can leak through and cause permanent staining and warpage. High heel shoes and constant moving of chairs can damage hardwood floors. Extra care is required to keep hardwood floors dry and to promptly mitigate any water intrusion that may occur. By adding humidification to your home in the winter and running air conditioning or dehumidifiers in the summertime you will help minimize the seasonal effects of expansion and contraction on your floor.

**Site Finished (Field Finished) Hardwood** – In addition to the above stated, site finished hardwood requires more maintenance than pre-finished hardwood. Pre-finished hardwood has factory applied urethane finishes, which are much tougher and longer lasting than site finishes. Site finished hardwood is only expected to last 3-5 years before it will need to be refinished. This finish also shows scratches and dents more easily.



ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
VINYL	Nail pops appear on the surface of resilient flooring.	All nail pops should be repaired at normal service periods. Builder shall correct all nail pops, which have not broken the surface of the goods by driving the nails back into place. Replace any tiles where the nail pops have broken the surface of the tile. Plug sheet goods in the minimum area where the joint will not be readily noticeable where the nail pop broke the surface. The Builder is not responsible for discontinued patterns or color variations.	1 year
	Resilient flooring lifts, bubbles, or becomes unglued at joint.	Resilient flooring should not loosen during the normal service period unless caused by the Homeowner's negligence or excess use of water. Provided edges are still intact, Builder shall resecure the material. If not, replace the minimum area. <b>The Builder is not responsible for discontinued patterns or color variations.</b>	1 year
	Fading or discoloration of vinyl.	<b>Homeowner Responsibility:</b> If due to a vinyl defect, manufacturer's warranty should apply, however the Homeowner should never use a rubber backed floor mat/rug.	1 year
	Foreign particles under floor coverings	The flooring should be clear of any foreign particles under the flooring. Builder shall make necessary repairs	1 year
	Irregular cut edges along cabinets or walls	Irregular cut edges may occur in certain areas, however they should not be seen. Builder shall make necessary repairs.	1 year
	Seams or ridges appear in the resilient flooring due to subfloor irregularities.	In the natural stabilization process, some mismatch of the subfloor may exhibit itself as ridges or depressions showing on the surface goods. If the ridge or depression effect exceeds 1/8" and cannot be corrected from below, the resilient floor must be corrected. The ridge measurement should be made by measuring the gap created when a 6" straight edge is placed tightly 3" on one side of the defect and the gap measured between the floor and the straight edge at the other end. Builder shall remove the sheet goods or tile in the minimum area where the joint will not be readily visible when repaired, renail the subflooring, sand smooth and/or fill gap to reduce the ridge or depression to less than 1/8" and replace the sheet goods or tile. If sheet goods or tile needs repair, <b>the Builder is not responsible for discontinued patterns or color variations.</b>	1 year
	Shrinkage gaps show in resilient flooring.	Gaps shall not exceed 1/16" in width in tile-to-tile joints. However, where dissimilar materials abut, larger gaps of 1/8" are acceptable. If gap exceeds tolerance, Builder to repair by sealing gap with caulk or a seam sealer. If sheet goods or tile needs repair, <b>the Builder is not responsible for discontinued patterns or color variations.</b>	1 year
	Shrinkage of sheet goods at baseboards and doorjamb.	Shrinkage shall not exceed 1/16" from baseboards to material installed. If this tolerance is exceeded, <b>Builder shall install toe strip and/or caulking shall be applied.</b>	1 year
	Patterns on vinyl flooring are misaligned.	Patterns at seams between adjoining pieces shall be aligned to within 1/8 inch. The Builder will repair to meet the acceptable tolerance. <b>The Builder is not responsible for discontinued patterns or color variations.</b>	1 year
	Yellowing appears on surface of vinyl floor.	The Builder shall install vinyl flooring per manufacturer's specifications, however, yellowing from a manufacturer's defect is not covered by the Builder. <b>Homeowner Responsibility:</b> Yellowing can also be caused by rubber backed floor mats/rugs or shoes tracking in asphalt.	None

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
HARDWOOD	Gaps or ledging appearing in hardwood flooring at seams and both edges.	Because of the nature of the product, hardwood separating, gapping or ledging can be expected. The Builder has no responsibility.	None
	Hardwood cracking or popping under normal foot traffic.	Because of the nature of the product, hardwood cracking and popping are normal. The Builder has no responsibility.	None
	Subflooring loose under hardwood flooring.	Subflooring should not be loose. Builder should renail, and/or shim underside or repair as necessary.	1 year
CERAMIC, NATURAL STONE, SALTILLO TILE	Cracks appear at joints (grout) in ceramic tile.	Cracks at the joints of ceramic tile are common due to the settling process, especially between the horizontal and vertical surfaces or the butting of dissimilar materials. The Builder has no responsibility. Cracks of more than 1/16" at joints with other dissimilar materials such as tubs, builder will repair one time within the year.	1 year
	The ceramic tile cracks or becomes uncemented.	Ceramic tile is highly subject to Homeowner damage and therefore will only be addressed if noted on the Pre-Closing Inspection. The Builder has no responsibility, except to correct items noted on the Pre-Closing Inspection list. <b>The Builder is not responsible for discontinued patterns or color variations.</b>	None
	Grout is not a uniform color.	Only addressed if noted on the Pre-Closing Inspection list. Any color variation that is readily visible from a distance of 6 feet under normal lighting conditions will be addressed. The Builder has no responsibility, except to correct items noted on the pre-settlement inspection list. <b>Homeowner Responsibility:</b> It is highly recommended that the Homeowner apply a sealer to make the grout more stain resistant.	1 year
	Missing grout	Builder shall make necessary repairs	1 year
	Hollow sounding tile	This is acceptable if it is not extensive and tile is solidly bonded. Builder shall make necessary repairs	1 year
	Crooked or out of line	Tile surface should be straight and reasonably flat allowing for individual characteristics of the tile. Builder shall make necessary repairs	1 year
	Uneven tile	Inherent characteristics of the tile dictate the method of installation. Lippage of all manufactured natural stone tiles are to be no greater than 1/32" between individual tiles. Lippage of manufactured Saltillo tiles are to be no greater than 3/16". Builder shall make necessary repairs	1 year
	Shower floors/tubs don't slope to drain	Builder shall make necessary repairs	1 year
	Showers leaking through pan	Builder shall make necessary repairs	1 year
	Limepops and cavities in Saltillo tile	Limepops and cavities may be appropriately repaired if less than 1" in diameter, with no more than one repair per tile. Builder shall make necessary repairs	1 year

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
CARPET	Carpet becomes loose at edges.	Builder will repair.	1 year
	Carpet buckles.	On a one-time basis, Builder will restretch the area.	1 year
	Bubbles appear in areas of carpeted room.	Bubbles will appear when heavy objects such as boxes and furniture are dragged, pushed or pulled across carpet, since this stretches the backing. The bubbles may not appear however, until the humidity level in the home changes.	None
	Fading, staining or discoloration.	Carpet will fade due to ultra violet light. <b>Homeowner Responsibility:</b> If due to a carpet defect, manufacturer's warranty should apply.	None
	Edges turn dark on light colored carpet, or spots occur.	<b>Homeowner Responsibility:</b> Vacuum crevice tools must be used along edges or the dirt will become a permanent stain.	None
	Premature wearing or matting of carpet.	Carpet will mat in areas of constant use, such as traffic patterns. <b>Homeowner Responsibility:</b> It is important to vacuum those areas more often than others, and in all directions to minimize the matting. If due to a carpet defect, manufacturer's warranty should apply.	None
	Carpet has excess shedding.	Carpet will likely shed excessively during the first few months. This is normal and should lessen considerably after the first month. <b>Homeowner Responsibility:</b> If due to a carpet defect, manufacturer's warranty should apply.	None
	Gaps in seams.	Although visible seams are common, Builder shall repair gaps.	1 year

# PAINTING, VARNISHING & WALLPAPERING STANDARDS

**Background:** The purpose of painting is more than just decoration. Paint and stain protects exposed surfaces from the weather. Preservation is the primary purpose for painting, varnishing and staining, and the intent is to produce a surface sealed from moisture penetration. Millwork manufacturers do not normally extend warranties on their product against warping or cracking. Nail holes on interior surfaces must be puttied and all joints must be properly caulked. These standards apply to finished living areas and not to garage and basement areas.

**Interior** – Interior wall paint coverage can be affected by the color of the selected paint. In general, pastel colors do not cover well and may take three or more coats. The Homeowner should refer to their purchase agreement in such cases. Stained interior trim and millwork is colored by applying one coat of stain to the bare wood and then wiping off the excess. Differences in the wood grain and the manufacturing process can cause porosity variations of the finished product. This can even occur within one board as well as different pieces from the same lot. Due to the length of the stabilization process of a new home, it is recommended for the Homeowner’s protection that any repainting be delayed and no wallpaper be installed during the first year of occupancy.

**Exterior** – Even in mild climates, exposure to the elements and to seasonal changes in climate eventually wears down the paint on a home’s exterior surface. Wet seasons and temperature changes can cause wood siding and trim to expand and contract in a way that loosens paint. Most weather travels from west to east, subjecting west-facing walls to the harshest weather conditions. West facing walls often need repainting first. If your home is built close to a frequently traveled road or in a subdivision under construction, you may already have noticed that more dirt and grime adheres to the exterior walls. The dirt and dust contains sulfur and when rain or snow comes into contact with sulfur it creates a mild form of sulfuric acid that deteriorates paint, brick, stone, and metal. Regular cleaning to keep exterior surfaces free of noticeable soot can help extend the life of the paint.

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
PAINT – EXTERIOR	Exterior paint or stain peeling, chalking, or fading except gutters, downspouts or other sheet metal areas.	The occurrence of peeling, chalking, or fading, except through normal oxidation process, should not occur during the warranty period. Builder shall properly prepare and repaint affected areas, but is not required to repaint the entire wall or area. <b>Homeowner Responsibility:</b> Homeowner must understand that the touch up will not match exactly. No warranty will be extended on the newly repainted surfaces.	1 year
PAINT – EXTERIOR OR INTERIOR	Painting required as a result of other repair work, except drywall repairs.	The Builder shall repaint new areas or repaired areas where painting has been affected, except drywall repairs or where painting was not part of the Builder’s contract. The Builder is not required to repaint the entire wall or area.	1 year
	Mildew appears.	<b>Homeowner Responsibility:</b> Fungus must be cleaned when detected by Homeowner as a maintenance item.	None
PAINT – INTERIOR	Interior paint or stain peeling, scaling, or fading.	The occurrence of peeling, chalking, or fading, except through normal oxidation process, should not occur during the warranty period. Builder shall properly prepare and repaint affected areas, but is not required to repaint the entire wall or area. <b>Homeowner Responsibility:</b> Homeowner must understand that the touch up will not match exactly. No warranty will be extended on the newly repainted surfaces.	1 year
CAULK	Cracking in caulking applied to wood joints.	Cracking in caulking is to be expected due to wood shrinkage during the stabilization process. The Builder has no responsibility. <b>Homeowner Responsibility:</b> Homeowner should check and re-caulk as needed on an annual basis.	None
TEXTURED	Textured ceiling or walls not painted originally or after repair.	Textured ceiling or walls were not painted originally and therefore, would not be painted after a repair.	None

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
STAIN	Varnished or stained millwork deteriorates during warranty.	Millwork must be cared for like furniture and cannot be scrubbed. No warranty can be extended on either exterior or interior varnished or lacquered doors or other millwork surfaces, which deteriorate, shrink, expand, and contract due to exposure to weather. <b>Homeowner Responsibility:</b> Varnished surfaces require more frequent refinishing and Homeowner maintenance.	None
	Color of stained trim does not match other trim.	Various grades of wood will take stain differently. Some pieces may appear darker than others. This is a natural characteristic of wood.	None
	Stained trim, stair rails, wood floor sand/or cabinets do not match.	Due to different manufactured products, woods and colors, an exact match of stained wood products cannot be guaranteed. This is a natural characteristic of wood.	None
	Stained trim, stair rails, wood floors and/or cabinets do not match sample from selection center.	Due to different die lots of various manufactured products, woods and stain colors, an exact match of stained products to their samples can not be guaranteed. This is a natural characteristic of wood.	None
PAINT OR STAIN	Insufficient coats applied.	Builder is responsible to apply the number of coats specified in the contract. Pre-primed millwork has a prime coat installed by the factory. The number of prime coats and final coats shall be the same throughout the house unless otherwise specified in the contract. The Builder shall provide the proper number of coats. If a prime coat has been omitted an additional final coat may be added as a substitute.	1 year
HOMEOWNER'S PAINT OR WALLPAPER	Homeowner's installed wall covering or Homeowner's repainting is affected by related repairs.	The owner should inspect the surface prior to painting or papering. Since the work was done by the Homeowner, and the Homeowner accepted the surface as satisfactory for the original work at the time of installation, the Homeowner is therefore responsible for any subsequent paint and paper repairs to that surface.	None

## SWIMMING POOLS

ITEM	OBSERVATION	ACTION REQUIRED	COVERAGE
SWIMMING POOL		The Limited Warranty Coverage is prepared directly through the swimming pool company that supplied and installed the pool. All questions and/or issues should be directed to them.	See Pool Limited Warranty Document