

SECTION II WALK-THROUGH PRESENTATION

Prior to closing escrow, your sales representative will contact you to set a time for your Walk-Through. The Walk-Through will be conducted by either the project superintendent or his assistant.

1. **ORIENTATION.** During your walk-through the project superintendent will help to orient you with the workings of your new home. This is the time when the appliances, electrical systems, (switches, plugs, etc.), heating and air conditioning equipment, and plumbing fixtures including the hot water heater will be demonstrated and/or available for your inspection. If you have any questions about your home, the walk-through presentation is a good time to ask.

Please take this time to thoroughly inspect the home. This is the time to verify that any upgrades ordered have been installed and are in the correct locations, etc.

2. **CORRECTING OVERSIGHTS.** During the walk-through, you or the project superintendent will discover details which need attention. These items will be noted on the WALK-THROUGH INSPECTION form. The superintendent will arrange to have any problems corrected. The project superintendent will then schedule a second walk-through at which the items will have been completed within industry guidelines. At the second walk through, you will be asked to sign the form acknowledging that all the items in the report are complete. **Escrow cannot close until all items are complete and you sign the inspection form acknowledging the same.**

Should you find additional items at the Second Walk-Through, you may choose to accept them and sign the inspection form indicating that these items will not be addressed or corrected. If these additional items do not meet industry guidelines, and you wish to have them corrected, an additional walk-through will need to be scheduled. **Escrow cannot close until all items are complete and you sign the inspection form acknowledging the same.**

WALK-THROUGH ITEMS

Listed below are items that **MUST** be reported in writing at the time of your walk-through inspection. Failure to report the condition of any of the following items will deem them as non-warranted items.

- a. Scratched, gouged or damaged flooring;
- b. Scratches, smudges or defects of interior painted surfaces (doors, door casings, windowsills, handrails, wall caps, walls, etc.);
- c. Broken, cracked or scratched window glass, mirrors and shower enclosures;
- d. Damaged, broken or missing window screens;
- e. Damaged, chipped or scratched surfaces of kitchen and bathroom fixtures, accessories and appliances;
- f. Damaged, chipped or scratched porcelain, ceramic tile, or other counter surfaces;
- g. Smudges or scratches in cabinet surfaces or finish;
- h. Cabinet door and/or drawer adjustments.
- i. Interior door squeaks and/or adjustments.
- j. Damaged light fixtures including glass components

Please note that owning a home will require routine maintenance, including but not limited to caulking, painting, maintaining landscaping and grade, removing debris from roof, gutters and downspout and maintaining weather stripping. Divert all water from the foundation at a minimum of 5 feet to further protect your home.

SECTION III SERVICE PROCEDURES

1. Please keep a list of warranty repairs needed. Lists may ONLY be submitted at 90 days and 11 months after the Effective Date of Warranty. Lists not submitted within 30 days of these dates, will not be accepted.*
At the appropriate time, you may submit your list to Epick Homes Warranty Department. Include a telephone number where you can be reached during business hours for service appointment scheduling purposes.
2. Once your list is received, we will verify that the repairs are warrantable items and a Work Order will be made up. Epick Homes may need access to the home to verify the warranty items or to verify which subcontractor will need to complete the work. Subcontractors will then be notified that they need to schedule repairs and will contact you directly.
3. Epick Homes asks that the homeowner be available or have someone else available to allow the workmen access to the home to make the necessary repairs. If the home is not made available within 30 days of appointment request, the item will be deemed acceptable to the homeowner and the Work Order will be cancelled.
4. Only items listed on a Work-Order are required to be done at the scheduled appointment. If an item is not on your list, it will not appear on the Work-Order. If the repair cannot be completed in one appointment, a follow-up appointment will be scheduled.

Should a subcontractor arrive at the home to complete a repair and the item is deemed unwarrantable, a service charge of \$50 will be assessed to the Homeowner. PLEASE REVIEW SECTION IX OF THIS MANUAL TO DETERMINE WARRANTABLE ITEMS. IF YOU ARE STILL UNSURE, PLEASE CALL THE WARRANTY DEPARTMENT PRIOR TO SUBMITTING YOUR LIST.

PLEASE NOTE: SUBCONTRACTORS HAVE 60 DAYS AFTER NOTIFICATION TO COMPLETE THE REPAIRS.

*The following are warranty items that may be submitted prior to the list acceptance dates:

1. Inoperative appliances(s) or garage door opener
2. Complete loss of heat or air conditioning

OUR SALES STAFF AND OUR ON-SITE SUPERINTENDENT ARE NOT RESPONSIBLE FOR WARRANTY SERVICE. ANY VERBAL REPRESENTATIONS MADE BY ANY EPICK HOMES REPRESENTATIVE OTHER THAN A WARRANTY DEPARTMENT REPRESENTATIVE, WILL NOT BE HONORED.

ALL WARRANTY REQUESTS MUST BE SUBMITTED IN WRITING TO OUR WARRANTY DEPARTMENT.

PLEASE SEND ALL CORRESPONDENCE TO:

CUSTOMER SERVICE
EPICK HOMES
901 BRUCE ROAD, SUITE 100
CHICO, CA 95928

FAX: (530) 891-4206
CUSTOMERCARE@EPICKHOMES.COM

SECTION IV EMERGENCIES

Epick Homes' Customer Service office is available Monday through Friday, 8:00AM - 5:00PM, excluding holidays.

IN CASE OF EMERGENCY . . . please, first check your Homeowner's Manual for any information that might enable you to take care of the problem. If you find no solution, then call the Epick Homes Warranty Department at (530) 891-4757.

For emergency service AFTER HOURS, please call the appropriate subcontractor directly. If the subcontractor is not available, please contact a local company that can fix the problem and offers emergency service.

Requests for warranty repairs must be submitted IN WRITING to Epick Homes in order to be processed. Verbal requests cannot be accepted.

EMERGENCIES

To facilitate a better understanding, the following conditions are established as emergencies requiring *IMMEDIATE* attention:

1. Total stoppage of the plumbing sewer system.
2. A water leak that requires the water service to be shut off to avoid serious damage to the building and/or furnishings.
3. Electric service that may cause shock or possible fire.

Emergency items are still required to be submitted **IN WRITING**.

NON-EMERGENCIES

Examples of other conditions which are *NOT* considered an emergency are listed below.

1. Dripping faucets.
2. Broken door knob(s)
3. Tile/ grout repair
4. Cracked/broken fence boards
5. Door adjustment
6. Inoperative appliances(s) or garage door opener
7. Complete loss of heat or air conditioning

You can often solve an emergency by shutting off valves or circuit breaker switches until service can be arranged. In the event of a suspected gas leak or failed pilot light, contact your gas company directly.

IT IS YOUR RESPONSIBILITY TO PROTECT YOUR HOME AND YOUR PERSONAL PROPERTY.

SECTION V EXPRESS LIMITED WARRANTY

ONE YEAR WORKMANSHIP

Your Builder is providing a One-year workmanship coverage from the Effective Date of Warranty which warrants that your Home will be free from Defects in materials and workmanship as defined in the Construction Performance Guidelines in Section IX.

10 YEAR STRUCTURAL

For 10 years from the Effective Date of Warranty, your builder warrants your Home against a Structural Defect. A Structural Defect is defined in Section VI.

SECTION VI DEFINITIONS

You and Your means the person(s) who holds title to the Home.

Home means the dwelling and garage.

Builder means Epick, Inc.

Effective Date of Warranty is the earliest of: Your closing date, first title transfer, or the date You or anyone else first occupied the Home if that was before closing.

Limited Warranty means the express warranty described by the terms and provisions contained within this Warranty Booklet.

Warranty Term is the period during which a warranted defect must first occur in order to be covered hereunder, and is that period which begins on the Effective Date of Warranty as defined above and ends one or ten years thereafter.

Defect is defined in each instance as a failure to meet the Construction Performance Guidelines for workmanship as set forth in this Agreement.

Structural Defect is defined as actual physical damage to the designated load-bearing elements of the Home caused by failure of such load-bearing elements which affects their load-bearing functions to the extent that your Home becomes unsafe, unsanitary, or otherwise unlivable. The Structural Defect warranty coverage is the same as that contained in regulations of the Department of Housing and Urban Development in effect at the time of the issuance of this Limited Warranty. This is coverage for catastrophic failure of load-bearing elements of your Home. The designated load-bearing elements that are covered under this Structural Defect warranty are:

1. Footings and Foundation systems;
2. Beams;
3. Girders;
4. Lintels;
5. Columns;
6. Walls and partitions;
7. Roof framing systems; and
8. Floor systems.

Examples of elements not covered by this Structural Defect warranty which are deemed NOT to have Structural Defect potential are:

1. Non-load-bearing partitions and walls;
2. Wall tile or paper, etc.;
3. Plaster, laths, or drywall;
4. Flooring and sub-flooring material;
5. Brick, stucco, stone or veneer;
6. Any type of exterior siding;
7. Roof shingles, roof tiles, sheathing, and tar paper;
8. Heating, cooling, ventilating, plumbing, electrical and mechanical systems;
9. Appliances, fixtures or items of equipment;
10. Doors, trim, cabinets, hardware, insulation, paint, stains; and
11. Basement and other interior floating, ground-supported concrete slabs.

SECTION VII CONDITIONS

WAIVER OF IMPLIED WARRANTIES. You have accepted the express Limited Warranty provided in this Warranty Booklet, and all other express or implied warranties, including any oral or written statements or representations made by Your Builder or any implied warranty of habitability, merchantability or fitness, are hereby disclaimed by Your Builder and are hereby waived by You to the extent possible under the laws California.

EXCLUSIVE REMEDY AGREEMENT. Effective one year from the Effective Date of Warranty, You have waived the right to seek damages or other legal or equitable remedies from Your Builder, his subcontractors, agents, vendors, suppliers, design professionals and materialmen, under any other common law or statutory theory of liability, including but not limited to negligence and strict liability. The agreement contained in this paragraph shall be enforceable to the maximum extent permitted by the law of California, and shall be applicable to any claim thereafter made against Your Builder or any other person. Your only remedy in the event of a defect in or to Your Home or in or to the real property on which Your Home is situated is as provided to You under this express Limited Warranty. This paragraph shall not be applicable to any express written warranty provided by a manufacturer or vendor who has supplied any appliance or component for the home.

In the event any provision of this Limited Warranty is determined to be unenforceable, that determination will not affect the validity of the remaining provisions.

The Warranty is not an insurance policy, a maintenance agreement or service contract. If You have a mortgage on Your Home, Your lender may insist that You have a homeowners insurance policy, and this is not it.

REPAIR. The Builder shall have the option to repair, replace or pay You the reasonable cost of repair of any covered Defect or Structural Defect. The design, method and manner of such repair shall be within the sole discretion of the Builder, if the Builder pays for the repair. You are responsible for any damage to any improvement, fixture or property not constructed by the Builder which is damaged by, or during the repair of, a covered Defect or Structural Defect, and You shall pay for the cost of repair of such improvement, fixture or property necessitated by the repair of a covered Defect or Structural Defect. No repair shall extend the term of the Limited Warranty as to any covered Defect or Structural Defect, including without limitation, the Defect or Structural Defect which was the subject of the repair. At the time of payment for reasonable cost of repairs or repair or replacement of warranted items, You must sign and deliver to Your Builder a full and unconditional release of Your Builder, of all legal obligations with respect to the warranted items and condition arising therefrom.

The repair of a Structural Defect consists of, and is limited to: 1) repair of damage to the load-bearing portions of Your Home necessary to restore their load-bearing function, 2) repair of those non-load-bearing portions damaged by the Structural Defect and whose repair is necessary to make Your Home once again safe, sanitary, or otherwise livable, and 3) repair and cosmetic correction of only those surfaces, finishes and coverings, original with the Home, damaged by the Structural Defect or which require removal and replacement to repair the Structural Defect or to repair other damage directly attributable to the Structural Defect. Repairs are intended to restore the Home to approximately the condition just prior to the Structural Defect, but not necessarily to a like-new condition.

ACCESS TO YOUR HOME. In order for Your Builder to carry out its responsibilities under this Agreement, Your Builder will require access to Your Home from time to time. By using the coverage provided by the Limited Warranty, You hereby agree to grant access to Your Builder and its agents and contractors during normal business hours to inspect, repair, and conduct tests in Your Home as in their judgment may be required. Failure to allow access to Your Home will void the Limited Warranty.

ARBITRATION. Per Paragraph 13 of the Purchase Agreement and Deposit Receipt, any and all claims, disputes or controversies by or between the Purchaser and the Seller covered by the Warranty shall be submitted to arbitration as provided in the Agreement.

WARRANTIES TRANSFERABLE. All of Your rights and obligations hereunder shall fully transfer to each successor in Title to the Home, including any mortgagee in possession, for the remainder of the Warranty Term and any such transfer shall in no way affect or reduce the coverage under this Limited Warranty for its unexpired term. There is no limit to the number of such transfers during the Warranty Term, nor any cost hereunder as a result of such successions. If You sell Your Home during the Warranty Term, You agree to give this Limited Warranty to Your buyer to inform Your buyer of warranty rights and to make it possible for the buyer to fulfill the obligations under the terms of this Limited Warranty. If You are a successor owner of the Home (that is, an owner other than the original purchaser), Your Home will benefit from the coverage provided by this express Limited Warranty. Likewise, You are also bound by all the terms and conditions of the Limited Warranty including but not limited to claims procedures and participation in arbitration.

YOUR OBLIGATIONS. Your obligation is to care for Your Home in such a way as to prevent or minimize damage to it. You should be aware that all new homes go through a period of settlement and movement. During this period, Your Home may experience some minor material shrinkage, cracking and other events which are normal and customary. Remember that You are responsible for proper maintenance of Your Home including maintaining Builder-set grades around Home, planting trees and shrubs at the proper distance, and conforming to generally accepted landscape practices for Your region.

SECTION VIII EXCLUSIONS

This Limited Warranty does not provide any coverage for the following items, which are specifically excluded.

1. Damage to land and other real property that was not part of Your Home, or any property that was not included in the purchase price
2. Damage to swimming pools and other recreational facilities; driveways; boundary walls, retaining walls and bulkheads (except where boundary walls, retaining walls and bulkheads are necessary for the structural stability of the Home); fences; landscaping (including sodding, seeding, shrubs, trees, and plantings); sprinkler systems, patios, decks, stoops, steps and porches, outbuildings, detached carports, or any other appurtenant structure or attachment to the dwelling; or other additions or improvements not a part of Your Home;
3. Loss or damage which arises while Your Home is being used primarily for nonresidential purposes;
4. Changes in the level of underground water table which were not reasonably foreseeable at the time of construction of Your Home;
5. Any condition which has not resulted in actual physical damage to Your Home;
6. Any loss or damage that is caused or made worse by any of the following causes, whether acting alone or in sequence or concurrence with any other cause or causes whatsoever, including without limitation:
 - a. Negligence, improper maintenance, defective material or work supplied by, or improper operation by, anyone other than Your Builder or its employees, agents or subcontractors, including failure to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;
 - b. Your failure to give prompt and proper notice Your Builder of any defect;
 - c. Change of the grading of the ground that does not comply with accepted grading practices, or failure to maintain the original grade;
 - d. Riot or civil commotion, war, vandalism, hurricane, tornado or other windstorm, fire, explosion, blasting, smoke, water escape, tidal wave, flood, hail, snow, ice storm, lightning, falling trees or other objects, aircraft, vehicles, mudslide, avalanche, earthquake, or volcanic eruption;
 - e. Abuse or use of Your Home, or any part thereof, beyond the reasonable capacity of such part for such use;

- f. Vermin, termites, insects, rodents, birds, wild or domestic animals, plants, corrosion, rust, radon, radiation, formaldehyde, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant or carcinogenic substance, whether organic or inorganic, and electromagnetic field or emission, including any claim of health risk or uninhabitability based on any of the foregoing;
 - g. Your failure to minimize or mitigate any defect, condition, loss or damage as soon as practicable;
 - h. Microorganisms, fungus, decay, wet rot, dry rot, soft rot, rotting of any kind, mold, or mildew as a result of failure to properly maintain or care for the Home;
7. Any loss or damage caused by buried debris, underground springs, sinkholes, mineshafts or other anomalies which were not reasonably foreseeable in a building site provided by You;
 8. Any defect or damage You knew about prior to the Effective Date of Warranty;
 9. Any request for warranty performance submitted to Your Builder after an unreasonable delay or later than 30 days after the expiration of the applicable Warranty Term;
 10. Loss caused, in whole or in part, by any peril or occurrence for which compensation is provided by state legislation or public funds;
 11. 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;
 12. Diminished market value of Your Home; and
 13. Any and all consequential loss or damage, including without limitation, any damage to property not covered by this Warranty, any damage to personal property, any damage to property which You do not own, any bodily damage or personal injury of any kind, including physical or mental pain and suffering and emotional distress, and any medical or hospital expenses, or lost profits.
 14. Any and all exclusions set forth in Section IX (Construction Performance Guidelines).

The Limited Warranty covers only those Defects and Structural Defects which first occur during the Warranty Term; any Defects or Structural Defects You knew about prior to the Effective Date of Warranty such as “walk-through” or “punch-list” items are not covered.

The Limited Warranty does not apply to any manufactured item such as appliances, fixtures, equipment (except as specifically defined in the Construction Performance Guidelines) or any other item which is covered by a manufacturer’s warranty, nor does it cover systems Defects that are caused by failure of any such manufactured item.

Appliances and items of equipment not covered by this Limited Warranty include, but are not limited to;

air conditioning units, alarm systems, attic fans, ceiling fans, central vacuum systems, chimes, dishwashers, dryers, electric meters, electronic air cleaners, exhaust fans, fire alarms, fire protection sprinkler systems, freezers, furnaces, garage door openers, garbage disposals, gas meters, gas or electric grills, heat exchangers, heat pumps, microwaves, outside lights or motion lights not attached to the Home, range hoods, ranges, refrigerators, sewage pumps, smoke detectors, solar collectors, space heaters, sprinkler systems, sump pumps, thermostats, trash compactors, washers, water pumps, water softeners, water heaters, whirlpool baths, and whole house fans.

Defects in any such items should be addressed by following the procedures in the warranty affecting that item, which may require dealing directly with the manufacturer.

**The protection provided under this Warranty is not in limitation of, but is in addition to, any other rights provided to You under California law.

SECTION IX

CONSTRUCTION PERFORMANCE GUIDELINES

The following Construction Performance Guidelines are standards that have been developed and accepted by the residential construction industry in general. They apply only to the One Year Workmanship Warranty. While it is virtually impossible to develop Construction Performance Guidelines for each possible deficiency, the construction industry and Your Builder have attempted to isolate the most common actual physical damage deficiencies that occur and in so doing, list the extent of Your Builder's and Your responsibility. Where a specific Construction Performance Guideline has not been specified, the guidelines found in the publication Residential Construction Performance Guidelines 2nd Edition-Contractor Reference, National Association of Home Builders (NAHB), 2000, will apply. Copies of this publication may be special ordered through most book retailers, or purchased directly from the NAHB Bookstore by calling 1-800-223-2665. The NAHB Bookstore may also be reached online at www.BuilderBooks.com. If an item is not covered in that publication, locally accepted trade practices of the construction industry will be used.

The following Construction Performance Guidelines are expressed in terms of required standards that Your Builder's construction should meet. Noncompliance with these construction standards calls for corrective action by Your Builder. Builder will try to its best ability to match and replace with Your original choice of colors and materials, except where You custom-ordered the items. Builder cannot be responsible for discontinued items, changes in dye lots, colors or patterns, or items ordered outside of the original construction.

Refer to other parts of this Warranty for specific terms, definitions, exclusions and conditions that apply. Normal wear and deterioration; failure of Your Builder to perform any washing, cleaning, or cleanup, are not covered under the Limited Warranty.

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

1. Site Work

1.1 Grading

Deficiency:

Settling of ground around foundation, utility trenches or other areas on the property where excavation and backfill have taken place that affect drainage away from Home.

Construction Performance Guidelines:

Settling of ground around foundation walls, utility trenches or other filled areas that exceeds a maximum of six inches from finished grade established by Builder.

Builder Responsibility:

If Builder has provided final grading, Builder shall fill settled areas affecting proper drainage, one time only, during the first year Warranty Term. You are responsible for removal and replacement of shrubs and other landscaping affected by placement of the fill.

1.2 Drainage

Deficiency:

Improper surface drainage.

Construction Performance Guidelines:

Necessary grades and swales shall be established to provide proper drainage away from the Home. Site drainage, under the Limited Warranty, is limited to grades within 10-feet and swales within 20-feet of the foundation of the Home. Standing or ponding water shall not remain in these areas for a period longer than 24hours after a rain, except in swales that drain from adjoining properties or where a sump pump discharges. In these areas an extended period of 48-hours is to be allowed for water to dissipate. The possibility of standing water after an unusually heavy rainfall should be anticipated and is not to be considered a deficiency. No grading determination is to be made while there is frost or snow or when the ground is saturated.

Builder Responsibility:

Builder is only responsible for initially establishing the proper grades, swales and drainage away from Home. You are responsible for maintaining such grades and swales once constructed by the Builder. Builder is not responsible for drainage deficiencies attributable to grading requirements imposed by state, county, or local governing agencies.

Exclusion:

Standing or ponding water outside of defined swales and beyond 10feet from the foundation of the Home, or that is within 10-feet but is caused by unusual grade conditions, or retention of treed areas, is not considered a deficiency. Standing or ponding water caused by changes in the grade or placement of sod, fencing, or any other obstructions by You are excluded from Limited Warranty coverage.

Deficiency:

Soil Erosion

Construction Performance Guidelines:

NONE. NO COVERAGE.

Builder Responsibility:

NONE. Builder is not responsible for soil erosion due to acts of God or other conditions beyond the Builder's control.

Exclusion:

Soil erosion and runoff caused by failure of You to maintain the properly established grades, drainage structures and swales; stabilized soil, sodded, seeded and landscaped areas; are excluded from Limited Warranty coverage.

Deficiency:

Grassed or landscaped areas, which are disturbed or damaged due to work performed by Builder on the property in correcting a deficiency.

Construction Performance Guidelines:

Landscaped areas that are disturbed during repair work are deficiencies.

Builder Responsibility:

Restore grades, seed and landscape to meet original condition.

Builder is not responsible for grassed or landscaped areas which are damaged by others, including any work performed by public or private utility companies.

Exclusion:

Replacement of trees and large bushes that existed at the time Home was constructed or those added by You after occupancy or those that subsequently die are excluded from Limited Warranty coverage.

2. Concrete

2.1 Cast-In Place Concrete

Deficiency:

Basement or foundation wall cracks, other than expansion or control joints.

Construction Performance Guidelines:

Concrete cracks greater than 1/8inch in width, or which allow exterior water to leak into basement, are deficiencies.

Builder Responsibility:

Repair non-structural cracks by surface patching. These repairs should be made toward the end of the first year of Limited Warranty coverage to permit normal stabilizing of the Home by settling.

Exclusion:

Shrinkage cracks are not unusual and are inherent in the concrete curing process.

Deficiency:

Cracking of attached garage floor slab.

Construction Performance Guidelines:

NONE. NO COVERAGE

Builder Responsibility:

NONE.

Exclusion:

NO COVERAGE is provided for this element under the Limited Warranty.

Deficiency:

Cracks in attached patio slab and sidewalks.

Construction Performance Guidelines:

NONE. NO COVERAGE.

Builder Responsibility:

NONE.

Exclusion:

NO COVERAGE is provided for this element under the Limited Warranty.

Deficiency:

Cracks in concrete slab-on-grade floors with finish flooring.

Construction Performance Guidelines:

Cracks that rupture or significantly impair the appearance or performance of the finish flooring material are deficiencies.

Builder Responsibility:

Repair cracks as required so as not to be apparent when the finish flooring material is in place. Repair or replace finish flooring.

Deficiency:

Uneven concrete floor slabs.

Construction Performance Guidelines:

Except for basement floors or where a floor or a portion of floor has been designed for specific drainage purposes, concrete floors in rooms finished for habitability by Builder shall not have pits, depressions or area or unevenness exceeding 3/8-inch in 32-inches.

Builder Responsibility:

Repair/replace to meet the Construction Performance Guidelines. Where applicable, surface patching is an accepted method of repair. Reinstall or replace any finish flooring material as necessary.

Deficiency:

Interior concrete work is pitting, scaling, or spalling.

Construction Performance Guidelines:

Interior concrete surfaces that disintegrate to the extent that aggregate is exposed and loosened under normal conditions of use are deficiencies.

Builder Responsibility:

Builder shall take whatever corrective action is necessary to repair or replace defective concrete surfaces.

Exclusion:

Builder is not responsible for deterioration caused by salt, chemicals, mechanical implements, or other factors beyond the Builder's control.

Deficiency:

Efflorescence is present on surface of basement floor.

Construction Performance Guidelines:

NONE. NO COVERAGE.

Builder Responsibility:

NONE. This is a normal condition.

Deficiency:

Separation of brick or masonry edging from concrete slab or step.

Construction Performance Guidelines:

It is common for the joint to crack between concrete and masonry due to the dissimilarity of the materials. Cracks in excess of 1/4-inch are a deficiency.

Builder Responsibility:

Grout crack fully and reset loose masonry where required. Replacement of masonry material, if required, shall match the existing as closely as possible.

Deficiency:

Cracking, settling or heaving of stoops and steps.

Construction Performance Guidelines:

Stoops and steps that have settled, heaved, or separated in excess of 1-inch from Home are a deficiency

Builder Responsibility:

Builder shall take whatever corrective action is necessary to meet the Construction Performance Guideline.

2.2 Construction and Control Joints

Deficiency:

Separation or movement of concrete slabs within the structure at construction and control joints.

Construction Performance Guidelines:

NONE. NO COVERAGE.

Builder Responsibility:

NONE.

Exclusion:

Concrete slabs within the structure are designed to move at construction and control joints and are not deficiencies. You are responsible for maintenance of joint material.

3. Masonry

3.1 Unit Masonry (Brick, Block and Stone)

Deficiency:

Cracks in masonry, brick, or small hairline cracks resulting from stone veneer.

Construction Performance Guidelines:

Small shrinkage cracks are common in mortar joints of masonry construction. Cracks greater than 1/4-inch in width are deficiencies.

Builder Responsibility:

Builder will repair cracks greater than 1/4-inch by tuck pointing and patching. These repairs should be made toward the end of the first year of Limited Warranty coverage to permit Home to stabilize and normal settlement to occur. Builder is not responsible for color variations between existing and new mortar.

3.2 Stucco and Cement Plaster

Deficiency:

Cracking or spalling of stucco and cement plaster.

Construction Performance Guidelines:

Hairline cracks in stucco or cement Cracking or spalling of stucco and plaster are common especially if cement plaster applied directly to masonry back-up. Cracks greater than 1/8 inch in width or spalling of the finish surfaces are deficiencies.

Builder Responsibility:

Scrape out cracks and spalled areas. Fill with cement plaster or stucco to match finish and color as close as possible.

Exclusion:

Builder is not responsible for failure to match color or texture, due to nature of material.

4. Carpentry

4.1 Rough Carpentry

Deficiency:

Loud squeaks in subfloor

Construction Performance Guidelines:

Loud and objectionable squeaks caused by improper installation or loose subfloor are deficiencies, but a totally squeak-proof floor cannot be guaranteed.

Builder Responsibility:

Builder will refasten any loose subfloor or take other corrective action to reduce squeaking to the extent possible within reasonable repair capability without removing floor and ceiling finishes.

Exclusion:

Floor squeaks may occur when a subfloor that has come loose from the joists is deflected by the weight of a person and rubs against the nails that hold it in place. Squeaks may also occur when one joist is deflected while the other members remain stationary. Because the Construction Performance Guidelines requires the Builder to make a reasonable attempt to eliminate squeaks without requiring removal of floor and ceiling finishes, nailing loose subflooring with casing nails into the carpet surface and countersinking the head is an acceptable practice.

Deficiency:

Uneven wood framed floors.

Construction Performance Guidelines:

Wood floors shall not have more Correct or repair to meet than a 1/4-inch ridge or depression the Construction Performance within any 32-inch measurement.

Builder Responsibility:

Correct or repair to meet the Construction Performance Guidelines.

Deficiency:

Bowed stud walls or ceilings.

Construction Performance Guidelines:

All interior and exterior frame walls or ceilings have slight variations on the finish surfaces. Walls or ceilings that are bowed more than 1/2-inch within a 32-inch horizontal measurement; or 1/2-inch within any 8-foot vertical measurement, are deficiencies.

Builder Responsibility:

Exterior and interior frame walls or ceilings bowed in excess of the allowable standard shall be corrected to meet the allowances of the Construction Performance Guidelines.

Deficiency:

Wood frame walls out of plumb.

Construction Performance Guidelines:

Wood frame walls that are more than 3/8-inch out of plumb for any 32-inch vertical measurement are a deficiency.

Builder Responsibility:

Make necessary repairs to meet the Construction Performance Guidelines.

Deficiency:

Wood beam or post is split.

Construction Performance Guidelines:

Beams or posts, especially those 2 1/2-inches or greater in thickness, will sometimes split as they dry subsequent to construction. Unfilled splits exceeding 1/4-inch in width and all splits exceeding 3/8inch in width are deficiencies.

Builder Responsibility:

Builder shall repair or replace as required. Filling splits is acceptable for widths up to 3/8-inch.

Exclusion:

Some characteristics of drying wood are beyond the control of the builder and cannot be prevented.

Deficiency:

Exterior sheathing and subflooring which delaminates or swells.

Construction Performance Guidelines:

Sheathing and subflooring delaminating or swelling on the side that the finish material has been applied is a deficiency.

Builder Responsibility:

Builder shall repair or replace subflooring or sheathing as required. Replacement of the finish materials, when necessary, shall be done to match the existing finish as closely as possible.

Deficiency:

Wood frame walls out of square.

Construction Performance Guidelines:

The diagonal of a triangle with sides of 12-feet and 16-feet along the edges of the floor shall be 20-feet plus or minus 1/2-inch.

Builder Responsibility:

Builder shall make necessary modifications to any floor not complying with the Construction Performance Guidelines.

4.2 Finish Carpentry

Deficiency:

Unsatisfactory quality of finished exterior trim and workmanship.

Construction Performance Guidelines:

Joints between exterior trim elements and siding or masonry, which are in excess of 1/4-inch, are deficiencies. In all cases, the exterior trim abutting masonry siding shall be capable of performing its function to exclude the elements.

Builder Responsibility:

Repair open joints and touch up finish coating where required to match existing as closely as possible. Caulk open joints between dissimilar materials.

Deficiency:

Unsatisfactory quality of finished interior trim and workmanship.

Construction Performance Guidelines:

Joints between moldings and adjacent surfaces that exceed 1/8-inch in width are deficiencies.

Builder Responsibility:

Repair defective joints and touch up finish coating where required to match as closely as possible. Caulking is acceptable.

Deficiency:

Interior trim is split.

Construction Performance Guidelines:

NONE. NO COVERAGE.

Builder Responsibility:

NONE.

Exclusion:

Splits, cracks, and checking are inherent characteristics of all wood products, and are not considered deficiencies.

Deficiency:

Hammer marks visible on interior trim.

Construction Performance Guidelines:

Hammer marks on interior trim shall not be readily visible from a distance of 6 feet under normal lighting conditions.

Builder Responsibility:

Builder shall fill hammer marks and refinish or replace affected trim to meet the Construction Performance Guidelines. Refinished or replaced areas may not match surrounding areas exactly.

Deficiency:

Exposed nail heads in woodwork.

Construction Performance Guidelines:

Setting nails and filling nail holes are considered part of painting and finishing. After painting or finishing, nails and nail holes shall not be readily visible from a distance of 6 feet under normal lighting conditions.

Builder Responsibility:

Fill nail holes where required and if necessary, touch up paint, stain, or varnish to match as closely as possible.

Exclusion:

Nail holes do not have to be filled where the surface finish is not conducive or so designed to have nail holes filled because of the product. Nail holes in base and trim in unfinished rooms or closets do not have to be filled.

5. Thermal and Moisture Protection

5.1 Waterproofing

Deficiency:

Leaks in basement or in foundation/crawl space.

Construction Performance Guidelines:

Leaks resulting in actual trickling of water through the walls or seeping through the floor are deficiencies.

Builder Responsibility:

Take such action as is necessary to correct basement and crawl space leaks, except where the cause is determined to be the result of Your negligence. Where a sump pit has been installed by Builder in the affected area but the sump pump was not contracted for or installed by Builder, no action is required until a properly sized pump is installed by You in an attempt to correct the condition. Should the condition continue to exist, then Builder shall take necessary action to correct the problem.

Exclusion:

Leaks caused by landscaping improperly installed by You or failure by You to maintain proper grades are excluded from Limited Warranty coverage. Dampness in basement and foundation walls or in concrete basement and crawl space floors is often common to new construction and is not a deficiency.

5.2 Insulation

Deficiency:

Insufficient insulation.

Construction Performance Guidelines:

Insulation that is not installed around all habitable areas in accordance with established local industry standards is a deficiency.

Builder Responsibility:

Builder shall install insulation of sufficient thickness and characteristics to meet the local industry standards. In the case of dispute, cost for investigating the sufficiency of insulation and restoring areas to prior condition is to be borne by You if it is found that the standard has been met by Builder.

Deficiency:

Sound transmission between rooms, floor levels, or from the street into Home.

Construction Performance Guidelines:

NONE. NO COVERAGE.

Builder Responsibility:

NONE.

Exclusion:

NO COVERAGE is provided for soundproofing.

5.3 Ventilation and Moisture Control

Deficiency:

Inadequate ventilation or moisture control in crawl spaces.

Construction Performance Guidelines:

Crawl spaces shall have adequate ventilation to remove moisture or other approved method of moisture control. Ventilation or other moisture control methods shall be considered inadequate if there is damage to supporting members or insulation due to moisture accumulation.

Builder Responsibility:

Builder shall investigate to determine cause, and make necessary repairs. Corrective action may include the installation of properly sized louvers, vents, vapor barrier, or other locally approved method of moisture control.

Exclusion:

Temporary conditions may cause condensation in crawl spaces that can not be eliminated by ventilation and/or vapor barrier. Night air may cool foundation walls and provide a cool surface on which moisture may condense. In Homes that are left unheated in the winter, the underside of floors may provide a cold surface on which warmer crawl space air may condense. These and other similar conditions are beyond the Builder's control. Maintaining adequate heat and seasonal adjustment of vents is Your responsibility.

Deficiency:

Inadequate ventilation or moisture control in attics or roofs.

Construction Performance Guidelines:

Attics or roofs shall have adequate ventilation to remove moisture, or other approved method of moisture control. Ventilation or other moisture control methods shall be considered inadequate if there is damage to supporting members or insulation due to moisture accumulation.

Builder Responsibility:

Builder shall investigate to determine cause, and make necessary repairs. Corrective action may include the installation of properly sized louvers, vents, vapor retarder, or other locally approved method of moisture control.

Exclusion:

You are responsible for keeping existing vents unobstructed.

Locally approved and properly constructed "hot roof" or other alternative roof designs may not require ventilation, and where there is no evidence of moisture damage to supporting members or insulation, are not deficiencies.

Deficiency:

Attic vents or louvers leak.

Construction Performance Guidelines:

Attic vents and louvers shall not leak.

Builder Responsibility:

Builder shall repair or replace the roof vents as necessary to meet the Construction Performance Guidelines.

Exclusion:

Infiltration of wind-driven rain and snow are not considered leaks and are beyond the control of the Builder.

Deficiency:

Bath or kitchen exhaust fans improperly vented into attic.

Construction Performance Guidelines:

Bath or kitchen exhaust fans that are vented into attics causing moisture to accumulate resulting in damage to supporting members or

Builder Responsibility:

Builder shall vent exhaust fans to the outside to correct deficiencies.

5.4 Sealants

Deficiency:

Water or air leaks in exterior walls due to inadequate caulking.

Construction Performance Guidelines:

Joints and cracks in exterior wall surfaces and around openings that are not properly caulked to exclude the entry of water or excessive drafts are a deficiency.

Builder Responsibility:

Repair and/or caulk joints in exterior wall surfaces as required to correct deficiency one time only during the first year of Limited Warranty coverage.

Exclusion:

You must maintain caulking once the condition is corrected.

5.5 Exterior Siding

Deficiency:

Delamination, splitting, or deterioration of exterior siding.

Construction Performance Guidelines:

Exterior siding that delaminates, splits or deteriorates is a deficiency.

Builder Responsibility:

Repair/replace only the damaged siding. Siding to match the original as closely as possible, however, You should be aware that the new finish may not exactly match the original surface texture or color.

Exclusion:

Delaminated siding due to Your actions or neglect, such as delamination caused by sprinkler system repeatedly wetting siding, is not a deficiency.

Deficiency:

Loose or fallen siding

Construction Performance Guidelines:

All siding that is not installed properly, which causes same to come loose or fall off, is a deficiency.

Builder Responsibility:

Reinstall or replace siding and make it secure.

Exclusion:

Loose or fallen siding due to Your actions or neglect, such as leaning heavy objects against siding, impact, or sprinkler systems repeatedly wetting siding, is not a deficiency.

Deficiency:

Siding is bowed.

Construction Performance Guidelines:

Bows exceeding ½-inch in 32-inches are deficiencies.

Builder Responsibility:

Builder will repair bowed siding to meet standard. If replacement of siding is required, Builder will match original material as closely as possible. You should be aware that the new finish may not exactly match the original surface texture or color.

Deficiency:

Nails have stained siding.

Construction Performance Guidelines:

Nail stains exceeding ½-inch in length and visible from a distance of 20-feet are deficiencies.

Builder Responsibility:

Builder shall correct by either removing stains, painting, or staining the affected area. Builder shall match color and finish as closely as possible. Where paint or stain touch up affects the majority of the wall surface, the whole area shall be refinished.

Exclusion:

“Natural weathering” or semi-transparent stains are excluded from coverage.

5.6 Roofing

Deficiency:

Roof or flashing leaks.

Construction Performance Guidelines:

Roof or flashing leaks that occur under normal weather conditions are deficiencies.

Builder Responsibility:

Correct any roof or flashing leaks that are verified to have occurred under normal weather conditions.

Exclusions:

Where cause of leaks is determined to result from severe weather conditions such as ice and snow build-up, high winds and driven rains, such leaks are not deficiencies.

Deficiency:

Roof shingles have blown off.

Construction Performance Guidelines:

Shingles shall not blow off in winds less than the manufacturer's standards or specifications.

Builder Responsibility:

Builder shall replace shingles that blow off in winds less than the manufacturer's standards or specifications only if improper installation is shown to be the cause.

Exclusion:

Shingles that blow off in winds less than the manufacturer's standards or specifications due to a manufacturing defect in the shingles are the manufacturer's responsibility. Shingles that blow off in hurricanes, tornadoes, hailstorms, or winds, including gusts greater than 60 miles per hour, are not deficiencies. You should consult shingle manufacturer's warranty for specifications, standards, and manufacturer's warranty responsibility if shingles blow off in higher wind speeds.

Deficiency:

Defective Shingles

Construction Performance Guidelines:

NONE. NO COVERAGE.

Builder Responsibility:

NONE.

Exclusion:

Manufacturing defects in shingles are not covered under the Limited Warranty. You should consult shingle manufacturer's warranty for specifications, standards, and manufacturer's warranty responsibility.

Deficiency:

Standing water on built-up roofs.

Construction Performance Guidelines:

Water shall drain from a flat or low-pitched roof within 24-hours of a rainfall.

Builder Responsibility:

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

Exclusion:

Minor ponding or standing water is not considered a deficiency.

5.7 Sheet Metal

Deficiency:

Gutters and downspouts leak.

Construction Performance Guidelines:

Gutters and downspouts that leak are deficiencies.

Builder Responsibility:

Repair leaks in gutters and downspouts.

Deficiency:

Water remains in gutters after rain.

Construction Performance Guidelines:

Small amounts of water may remain in some sections of gutter for a short time after a rain. Standing water in gutters shall not exceed ½-inch in depth.

Builder Responsibility:

Builder will repair gutters to assure proper drainage.

Exclusion:

You are responsible for keeping gutter and downspouts free from debris that would obstruct drainage.

6. Doors and Windows

6.1 Doors: Interior and Exterior

Deficiency:

Warpage of interior or exterior doors.

Construction Performance Guidelines:

Interior and exterior doors that warp so as to prevent normal closing and fit are deficiencies. The maximum allowable warpage of an interior door is ¼-inch when measured from corner to corner.

Builder Responsibility:

Repair or replace as may be required. New doors to be refinished to match the original as closely as possible.

Deficiency:

Door binds against jamb or head of frame or does not lock

Construction Performance Guidelines:

Passage doors that do not open and close freely without binding against the doorframe are deficiencies. Lock bolt is to fit the keeper to maintain a closed position.

Builder Responsibility:

Adjust door and keeper to operate freely.

Exclusion:

Wood doors may stick during occasional periods of high humidity.

Deficiency:

Door panels shrink and expose bare wood

Construction Performance Guidelines:

NONE.

Builder Responsibility:

NONE.

Exclusion:

Door panels will shrink due to the nature of the material, exposing bare wood at the edges and are not deficiencies.

Deficiency:

Door panels split.

Construction Performance Guidelines:

Door panels that have split to allow light to be visible through the door are deficiencies.

Builder Responsibility:

If light is visible, fill crack and finish panel to match as closely as possible. Correct one time only during first year of Limited Warranty coverage.

Deficiency:

Bottom of doors drag on carpet surface.

Construction Performance Guidelines:

Where it is understood by Builder and You carpet is planned to be installed as floor finish by Builder, the bottom of the doors which drag on the carpet are deficiencies.

Builder Responsibility:

Undercut doors as required.

Exclusion:

Where carpet is selected by You having excessive high pile, You are responsible for any additional door undercutting.

Deficiency:

Excessive opening at the bottom of interior doors.

Construction Performance Guidelines:

Passage doors from room to room that have openings between the bottom of the door and the floor finish material in excess of 1 ½-inches are deficiencies. Closet doors having an opening in excess of 2-inches are deficiencies.

Builder Responsibility:

Make necessary adjustment or replace door to meet the required tolerance.

6.2 Garage Doors

Deficiency:

Garage door fails to operate or fit properly.

Construction Performance Guidelines:

Garage doors that do not operate and fit the door opening within the manufacturer's installation tolerances are deficiencies. Some entrance of the elements can be expected under heavy weather conditions and is not considered a deficiency.

Builder Responsibility:

Make necessary adjustments to meet the manufacturer's installation tolerances.

Exclusion:

No adjustment is required when cause is determined to result from anyone but Builder's or Builder's subcontractors' installation of an electric door opener.

6.3 Wood, Plastic and Metal Windows

Deficiency:

Window is difficult to open or close.

Construction Performance Guidelines:

Windows should require no greater operating force than that described in the manufacturer's specifications.

Builder Responsibility:

Builder shall correct or repair as required to meet manufacturer's specifications.

Deficiency:

Double hung windows do not stay in place when open.

Construction Performance Guidelines:

Double hung windows are permitted to move within a two inch tolerance, up or down when put in an open position. Any excessive movement exceed the tolerance is a deficiency.

Builder Responsibility:

Adjust sash balances one time only during the first year of Limited Warranty coverage. Where possible, Builder will instruct You on the method of adjustment for future repair.

Deficiency:

Condensation or frost on window frames and glass.

Construction Performance Guidelines:

NONE.

Builder Responsibility:

NONE.

Exclusion:

Window glass and frames will collect condensation on the frame and glass surface when humidity and temperature differences are present. Condensation is usually the result of temperature/humidity condition in the Home.

6.4 Hardware

Deficiency:

Hardware do not work properly, fails to lock or perform its intended purpose.

Construction Performance Guidelines:

All hardware installed on doors and windows that do not operate properly are deficiencies.

Builder Responsibility:

Builder shall adjust, repair, or replace hardware as required.

6.5 Storm Doors, Windows and Screens

Deficiency:

Storm doors, windows and screens do not operate or fit properly.

Construction Performance Guidelines:

Storm doors, windows and screens, when installed, which do not operate or fit properly to provide the protection for which they are intended, are considered deficiencies.

Builder Responsibility:

Builder shall make necessary adjustments for proper fit and operation. Replace when adjustment cannot be made.

Exclusion:

Missing screens, rips or gouges in the screen mesh are not covered by this Limited Warranty.

6.6 Weatherstripping and Seals

Deficiency:

Drafts around doors and windows.

Construction Performance Guidelines:

Some infiltration is usually noticeable around doors and windows, especially during high winds. No daylight shall be visible around frame when window or exterior door is closed.

Builder Responsibility:

Builder shall repair to meet Construction Performance Guidelines.

Exclusion:

In high wind areas, You may need to have storm windows and doors installed to eliminate drafts.

6.7 Glass and Glazing

Deficiency:

Clouding and condensation on inside surfaces of insulated glass.

Construction Performance Guidelines:

Insulated glass that clouds up or has condensation on the inside surfaces of the glass is a deficiency.

Builder Responsibility:

Builder shall replace glass in accordance with window and glass manufacturer's requirements.

Exclusion:

Glass breakage is excluded.

7. Finishes

7.1 Lath and plaster

Deficiency:

Cracks in plaster wall and ceiling surfaces.

Construction Performance Guidelines:

Hairline cracks are not unusual. Cracks in plaster wall and ceiling surfaces exceeding 1/16th-inch in width are deficiencies.

Builder Responsibility:

Builder shall repair cracks that are greater than 1/16th-inch in width and touch up paint to match as closely as possible, one time only. Such conditions should be reported near the end of the first year of Limited Warranty coverage to allow for normal movement in Home.

7.2 Drywall

Deficiency:

Drywall cracks

Construction Performance Guidelines:

Hairline cracks are not unusual. Cracks in interior gypsum board or other drywall materials exceeding 1/8-inch in width are deficiencies.

Builder Responsibility:

Builder shall repair cracks that are greater than 1/8-inch in width and touch up paint to match as closely as possible, one time only. Such conditions should be reported near the end of the first year of Limited Warranty coverage to allow for normal movement in Home.

Deficiency:

Nail pops, blisters, or other blemish is visible on finished wall or ceiling.

Construction Performance Guidelines:

Nail pops and blisters that are readily visible from a distance of 6 feet under normal lighting conditions are deficiencies.

Builder Responsibility:

Builder will repair such blemishes, and touch up paint to match as closely as possible, one time only. Such conditions should be reported near the end of the first year of Limited Warranty coverage to allow for normal settlement of the Home.

Exclusion:

Depressions or slight mounds at nail heads are not considered deficiencies. Builder is not responsible for nail pops or blisters that are not visible, such as those covered by wallpaper.

Deficiency:

Cracked corner bead, excess joint compound, trowel marks, or blisters in tape joints.

Construction Performance Guidelines:

Cracked or exposed corner bead, trowel marks, excess joint compound, or blisters in drywall tape, are deficiencies.

Builder Responsibility:

Builder will repair to meet Construction Performance Guidelines, and touch up paint to match as closely as possible, one time only. Such conditions should be reported near the end of the first year of Limited Warranty coverage to allow for normal settlement of the Home.

7.3 Hard Surfaces

Deficiency:

Flagstone, Marble, Quarry Tile, Slate, or other hard surface flooring is broken or loose.

Construction Performance Guidelines:

Tile, flagstone, or similar hard surfaced sanitary flooring that cracks or becomes loose is a deficiency. Subfloor and wallboard are required to be structurally sound, rigid, and suitable to receive finish.

Builder Responsibility:

Builder shall replace cracked tiles, marble, or stone and resecure loose tiles, marble, or stone flooring.

Exclusion:

Cracking and loosening of flooring caused by Your negligence is not a deficiency. Builder is not responsible for color and pattern variations or discontinued patterns of the manufacturer.

Deficiency:

Cracks appear in grouting of ceramic tile joints or at junctions with other material such as a bathtub, shower, or countertop.

Construction Performance Guidelines:

Cracks in grouting of ceramic tile joints are deficiencies. Regrouting of these cracks is Your maintenance responsibility after the Builder has regouted once.

Builder Responsibility:

Builder shall repair grouting as necessary one time only within the first year of Limited Warranty coverage.

Exclusion:

Open cracks or loose grouting, where the wall surface abuts the flashing lip at a tub, shower basin, or countertop are considered Your maintenance and any resultant damage to other finish surfaces due to leaks, etc. are not considered deficiencies.

7.4 Resilient Flooring

Deficiency:

Nail pops appear on the surface of resilient flooring.

Construction Performance Guidelines:

Readily apparent nail pops are deficiencies.

Builder Responsibility:

Builder shall correct nail pops that have cause damage to the floor material and repair or replace damaged floor covering in the affected area. Builder is not responsible for discontinued patterns or color variations.

Deficiency:

Depressions or ridges appear in the resilient flooring due to subfloor irregularities.

Construction Performance Guidelines:

Readily apparent depressions or ridges exceeding 1/8-inch are a deficiency. The ridge or depression measurement is taken as the gap created at one end of a 6-inch straight edge placed over the depression or ridge with 3-inches on one side of the deficiency held tightly to the floor.

Builder Responsibility:

Builder shall take required action to bring the deficiency within acceptable tolerances so as to be not readily visible. Builder is not responsible for discontinued patterns or color variations in the floor covering, Your neglect or abuse, nor installations performed by others.

Deficiency:

Resilient flooring or base loses adhesion.

Construction Performance Guidelines:

Resilient flooring or base that lifts, bubbles, or becomes unglued is a deficiency.

Builder Responsibility:

Builder shall repair or replace resilient flooring or base as required. Builder is not responsible for discontinued patterns or color variations.

Deficiency:

Seams or shrinkage gaps show at resilient flooring joints.

Construction Performance Guidelines:

Gaps in excess of 1/16th-inch in width in resilient floor covering joints are deficiencies. Where dissimilar materials abut, a gap in excess of 1/8-inch is a deficiency.

Builder Responsibility:

Builder shall repair or replace the resilient flooring to meet the Construction Performance Guidelines. Builder is not responsible for discontinued patterns or color variations of floor covering. Proper repair can be affected sealing gap with seam sealer.

7.5 Finished Wood Flooring

Deficiency:

Cupping, open joints, or separations in wood flooring

Construction Performance Guidelines:

Open joints or separations between floorboards of finished wood flooring shall not exceed 1/8-inch in width. Cups in strip floorboards shall not exceed 1/16-inch in height in a 3-inch maximum distance when measured perpendicular to the length of the board.

Builder Responsibility:

Builder shall determine the cause and if the result of a deficiency in workmanship or material, correct one time only. For repairable deficiencies, repair cracks by filling and refinishing to match the wood surface as closely as possible. For non-repairable deficiencies, replace and finish affected area to match remaining flooring as closely as possible.

Exclusion:

Wood floors are subject to shrinkage and swell due to seasonal variations in the humidity level of Home. While boards may be installed tight together, gaps or separations may appear during heating seasons or periods of low humidity. Gaps or separations that close during non-heating seasons are not considered deficiencies. You should be familiar with the recommended care and maintenance requirements of their wood floor. Repeated wetting and drying, or wet mopping may damage wood finishes. Dimples or scratches can be caused by moving furniture or dropping heavy objects, and certain high heel style shoes may cause indentations. These conditions are not covered by the Limited Warranty.

7.6 Painting

Deficiency:

Knot and wood stains appear through paint on exterior.

Construction Performance Guidelines:

Excessive knot and wood stains that bleed through the paint are considered deficiencies.

Builder Responsibility:

Builder shall seal affected areas where excessive bleeding of knots and stains appear and touch-up paint to match as closely as possible.

Deficiency:

Exterior paint of stain peels or deteriorates

Construction Performance Guidelines:

Exterior paints or stains that peel or deteriorate during the first year of ownership are deficiencies.

Builder Responsibility:

Builder shall properly prepare and refinish affected areas, matching color as closely as possible. Where finish repairs affect the majority of the surface areas, the whole area should be refinished. The Limited Warranty on the newly repainted surfaces will not extend beyond the original Warranty Term.

Exclusion:

Fading, however, is normal and subject to the orientation of painted surfaces to the climactic conditions which may prevail in the area. Fading is not a deficiency.

Deficiency:

Painting required as corollary repair because of other work.

Construction Performance Guidelines:

Necessary repair of a painted surface under this Limited Warranty is to be refinished to match surrounding areas as closely as possible.

Builder Responsibility:

Builder shall refinish repaired areas to meet the standard as required.

Deficiency:

Deterioration of varnish or lacquer finishes.

Construction Performance Guidelines:

Natural finish on interior woodwork that deteriorates during the first year of Limited Warranty coverage is a deficiency.

Builder Responsibility:

Builder shall refinish affected areas of natural finished interior woodwork, matching the color as closely as possible.

Exclusion:

Varnish-type finishes used on exterior surfaces will deteriorate rapidly and are not covered by the Limited Warranty.

Deficiency:

Interior paint coverage

Construction Performance Guidelines:

Wall, ceiling, and trim surfaces that are painted shall not show through new paint when viewed from a distance of 6-feet under normal lighting conditions.

Builder Responsibility:

Builder shall repaint wall, ceiling or trim surfaces where inadequate paint has been applied. Where the majority of the wall or ceiling surface is affected, the entire area will be painted from breakline to breakline. Builder is not required to repaint an entire room unless all walls and ceiling have been affected.

Exclusion:

Deficiency:

Paint splatters and smears on finish surfaces.

Construction Performance Guidelines:

Paint splatters on walls, woodwork, or other surfaces which are excessive, shall not be readily visible when viewed from a distance of 6-feet under normal lighting conditions.

Builder Responsibility:

Builder shall remove paint splatters without affecting the finish of the material, or replace the damaged surface if paint cannot be removed.

Exclusion:

Minor paint splatter and smears on impervious surfaces that can be easily removed by normal cleaning methods are considered to be Your maintenance and are not deficiencies.

7.7 Carpeting

Deficiency:

Carpet does not meet at the seams.

Construction Performance Guidelines:

It is not unusual for carpet seams to show. However, a visible gap or overlapping at the seam due to improper installation is a deficiency.

Builder Responsibility:

Builder shall correct to eliminate visible gap or overlapping at the seam.

Exclusion:

Carpet material is not covered under the Warranty.

Deficiency:

Color variations in carpet.

Construction Performance Guidelines:

NONE. NO COVERAGE

Builder Responsibility:

NONE

Exclusion:

Colors may vary by dye lot, and from one end to another in the same roll. Side to side shading may show at most if not all seams, even where the same dye lot is used. Carpet material is not covered under the Limited Warranty. You should consult carpet manufacturer's warranty for specifications, standards, and manufacturer's warranty responsibility for color variations.

Deficiency:

Carpeting loosens, or the carpet stretches.

Construction Performance Guidelines:

When stretched and secured properly, wall-to-wall carpeting installed as the primary floor covering shall not come up, loosen, or separate from the points of attachment.

Builder Responsibility:

Builder will restretch or resecure carpeting to meet Construction Performance Guidelines one time only during the first year of Limited Warranty coverage.

8. Specialties

8.1 Fireplaces

Deficiency:

Fireplace or chimney does not draw properly causing smoke to enter home.

Construction Performance Guidelines:

A properly designed and constructed fireplace or chimney shall function correctly. High winds can cause temporary negative or down drafts. Negative drafts can also be caused by obstructions such as tree branches, steep hillsides, adjoining homes, and interior furnaces. In some cases, it may be necessary to open a window slightly to create an effective draft. Since negative draft conditions could be temporary, it is necessary for the homeowner to substantiate the problems to the Builder by constructing a fire so the condition can be observed.

Builder Responsibility:

When determined the malfunction is based upon improper construction of the fireplace, the Builder shall take the necessary steps to correct the problem.

Exclusion:

When it is determined that the fireplace is properly designed and constructed, but still malfunctions due to natural causes beyond the Builder's control, Builder is not responsible.

Deficiency:

Cracks in masonry hearth or facing.

Construction Performance Guidelines:

Small hairline cracks in mortar joints resulting from shrinkage are not unusual. Cracks in stone or brick hearth or facing greater than 1/4-inch in width are deficiencies.

Builder Responsibility:

Builder will repair cracks exceeding standard by pointing or patching. Builder is not responsible for color variations between existing and new mortar.

Exclusion:

Heat and flames from normal fires can cause cracking of firebrick and mortar joints. This should be expected, and is not covered by the Limited Warranty.

9. Cabinets and Vanities

9.1 Kitchen Cabinets

Deficiency:

Kitchen and vanity cabinet doors and drawers bind.

Construction Performance Guidelines:

Cabinet doors and drawers shall open and close with reasonable ease.

Builder Responsibility:

Builder shall adjust or replace doors and drawers as necessary to meet Construction Performance Guidelines.

Deficiency:

Warping of kitchen and vanity cabinet doors and drawer fronts

Construction Performance Guidelines:

Warpage that exceeds ¼-inch as measured from the face of the cabinet frame to the furthest point of warpage on the drawer or door front in a closed position is a deficiency.

Builder Responsibility:

Builder shall correct or replace door or drawer as required.

Deficiency:

Gaps between cabinets, ceiling and walls.

Construction Performance Guidelines:

Countertops, splash boards, base and wall cabinets are to be securely mounted. Gaps in excess of ¼-inch between wall and ceiling surfaces are a deficiency.

Builder Responsibility:

Builder shall make necessary adjustment of cabinets and countertop or close gap by means of moulding suitable to match the cabinet or countertop finish, or as closely as possible; or other acceptable means.

9.2 Countertops

Deficiency:

Surface cracks and delaminations in high pressure laminates of vanity and kitchen cabinet countertops.

Construction Performance Guidelines:

Countertops fabricated with high pressure laminate coverings that delaminate or have surface cracks or joints exceeding 1/16-inch between sheets are considered deficiencies.

Builder Responsibility:

Builder shall repair or replace laminated surface covering having cracks or joints exceeding the allowable width.

PLEASE NOTE CERTAIN COUNTERTOPS REQUIRE HOMEOWNER MAINTENANCE – NOT ALL COUNTERTOPS CAN WITHSTAND THE SAME ELEMENTS.

IT IS SUGGESTED THAT YOU SEAL YOUR GRANITE TO HELP PREVENT STAINING.

QUARTZ IS NOT HEAT RESISTANT – IT IS SUGGESTED THAT TRIVETS BE USED WITH CROCK POTS AND OTHER HEAT BEARING APPLIANCES

10. Mechanical

10.1 Plumbing

Deficiency:

Faucet or valve leak.

Construction Performance Guidelines:

A valve or faucet leak due to material or workmanship is a deficiency and is covered only during the first year of the Warranty.

Builder Responsibility:

Builder shall repair or replace the leaking faucet or valve.

Exclusion:

Leakage caused by worn or defective washers or seals are Your maintenance item.

Deficiency:

Leakage from any piping.

Construction Performance Guidelines:

Leaks in any waste, vent and water piping are deficiencies.

Builder Responsibility:

Builder shall make necessary repairs to eliminate leakage.

Exclusion:

Condensation on piping does not constitute leakage, and is not a deficiency, except where pipe insulation is required.

Deficiency:

Sanitary sewers, fixtures, waste or drain lines are clogged.

Construction Performance Guidelines:

The builder is not responsible for sewers, fixtures, or drains that are clogged because of Your actions or negligence. Sanitary sewers, fixtures, waste or drain lines that do not operate or drain properly due to improper construction are deficiencies.

Builder Responsibility:

When defective construction is shown to be the cause, Builder shall make necessary repairs.

If your actions or negligence is the cause, You are responsible for correcting the problem. You are liable for the entire cost of any sewer and drain cleaning service provided by Builder where clogged drains are caused by Your actions or negligence.

Exclusion:

Builder is not responsible for sewer lines that extend beyond the property lines on which the Home is constructed.

Deficiency:

Defective plumbing fixtures, appliance or trim fittings.

Construction Performance Guidelines:

Fixtures, appliances, or fittings shall comply with their manufacturer's standards as to use and operation.

Builder Responsibility:

NONE.

Exclusion:

Defective plumbing fixtures, appliances, and trim fittings are covered under their manufacturer's warranty.

Deficiency:

Water in plumbing pipes freezes, and the pipes burst.

Construction Performance Guidelines:

Drain, waste, vent, and water pipes shall be adequately protected to prevent freezing and bursting during normally anticipated cold weather.

Builder Responsibility:

Builder shall correct conditions not meeting Construction Performance Guidelines.

Exclusion:

Burst pipes due to Your neglect and resultant damage are not Builder's responsibility. You are responsible for draining exterior faucets, and maintaining suitable temperature in the Home to prevent water in pipes from freezing. During periods when the outdoor temperature falls below the design temperature, You are responsible for draining or otherwise protecting pipes. Homes which are periodically occupied, such as summer homes, or where there will be no occupancy for an extended period of time, must be properly winterized or periodically checked to insure that a reasonable temperature is maintained.

10.2 Water Supply

Deficiency:

Staining of plumbing fixtures due to high iron, manganese, or other mineral content in water.

Construction Performance Guidelines:

NONE. NO COVERAGE.

Builder Responsibility:

NONE. High iron and manganese content in the water supply system will cause staining of plumbing fixtures.

Exclusion:

Maintenance and treatment of the water is Your responsibility.

Deficiency:

Noisy water pipes.

Construction Performance Guidelines:

Some noise can be expected from the water pipe system, due to the flow of water. However, the supply pipes should not make the pounding noise called “water hammer.” “Water hammer” is a deficiency covered only during the first year of the Warranty.

Builder Responsibility:

Builder shall correct to eliminate “water hammer.”

Exclusion:

Noises due to water flow and pipe expansion are not considered deficiencies.

Deficiency:

Water supply system fails to deliver water.

Construction Performance Guidelines:

All service connections to municipal water main or private water supply are Builder’s responsibility when installed by Builder.

Builder Responsibility:

Builder shall repair as required if failure to supply water is the result of deficiency in workmanship or materials.

Exclusion:

If conditions exist which disrupt or eliminate the sources of water supply that are beyond Builder’s control, then Builder is not responsible.

10.3 Heating and Air Conditioning

Deficiency:

Inadequate heat.

Construction Performance Guidelines:

A heating system shall be capable of producing an inside temperature of at least 70-degrees Fahrenheit as measured in the center of the room at a height of five feet above the floor under local outdoor winter design conditions. NOTE FOR HEATING: There

may be periods when the outdoor temperature falls below the design temperature, thereby lowering the temperature in Home.

Builder Responsibility:

Builder shall correct heating system as required to provide the required temperatures if a deficiency exists.

Exclusion:

Orientation of Home and location of room will also provide a temperature differential, especially when the heating system is controlled by a single thermostat for one or more levels. You are responsible for balancing dampers and registers and for making other necessary minor adjustments.

Deficiency:

Inadequate cooling.

Construction Performance Guidelines:

When air conditioning is provided, the cooling system is to be capable of maintaining a temperature of 78-degrees Fahrenheit as measured in the center of each room at height of five feet above the floor, under local outdoor summer design conditions. **NOTE FOR AIR CONDITIONING:** In the case of outside temperatures exceeding 95-degrees Fahrenheit, the system shall keep the inside temperature 15-degrees cooler than the outside temperature. National, state, or local requirements shall supersede this guideline where such requirements have been adopted by the local governing agency.

Builder Responsibility:

Correct cooling system to meet the Construction Performance Guidelines during the first year of Limited Warranty coverage.

Exclusion:

Orientation of Home and location of room will also provide a temperature differential, especially when the air-conditioning system is controlled by a single thermostat for one or more levels. You are responsible for balancing dampers and registers and for making other necessary minor adjustments.

Deficiency:

Ductwork and heating piping not insulated in uninsulated area.

Construction Performance Guidelines:

Ductwork and heating pipes that are run in uninsulated crawl spaces, garages or attics are to be insulated. Basements are not “uninsulated areas,” and no insulation is required.

Builder Responsibility:

Builder shall install required insulation.

Exclusion:

Deficiency:

Condensate lines clog up.

Construction Performance Guidelines:

NONE. NO COVERAGE

Builder Responsibility:

Builder shall provide clean and unobstructed lines on Effective Date of Warranty

Exclusion:

Condensate lines will clog under normal conditions. You are responsible for continued operation of drain lines.

Deficiency:

Improper mechanical operation of evaporative cooling system

Construction Performance Guidelines:

Equipment that does not function properly at temperature standard set is a deficiency.

Builder Responsibility:

Builder shall correct and adjust so that blower and water system operate as designed during the first year of Limited Warranty coverage.

Deficiency:

Ductwork makes noises.

Construction Performance Guidelines:

NONE. NO COVERAGE.

Builder Responsibility:

NONE.

Exclusion:

When metal is heated, it expands, and when cooled, it contracts. The resulting “ticking” or “crackling” sounds generally are to be expected and are not deficiencies.

Deficiency:

Ductwork makes excessively loud noises known as “oil canning.”

Construction Performance Guidelines:

The stiffening of the ductwork and the gauge of metal used shall be such that ducts do not “oil can.” The booming noise caused by oil canning is a deficiency.

Builder Responsibility:

Builder shall take the necessary steps to eliminate noise caused by oil canning.

Deficiency:

Refrigerant lines leak.

Construction Performance Guidelines:

Builder-installed refrigerant lines or ground loop pipes that develop leaks during normal operation are deficiencies.

Builder Responsibility:

Builder shall repair leaking lines and recharge the unit as required.

Exclusion:

Leaks due to Your actions or negligence are excluded.

Deficiency:

Ductwork separates, becomes unattached.

Construction Performance Guidelines:

Ductwork that is not intact or securely fastened is a deficiency.

Builder Responsibility:

Builder shall reattach and resecure all separated or unattached ductwork.

Exclusion:

11. Electrical Components

11.1 Switches and Receptacles

Deficiency:

Fuses blow, or circuit breakers kick out.

Construction Performance Guidelines:

Fuses and circuit breakers that deactivate under normal usage, when reset or replaced are deficiencies during the first year of Limited Warranty coverage.

Builder Responsibility:

Builder shall check all wiring and replace wiring or breaker if it does not perform adequately or is defective.

Deficiency:

Drafts from electrical outlets.

Construction Performance Guidelines:

NONE. NO COVERAGE.

Builder Responsibility:

NONE.

Exclusion:

The electrical junction box on exterior walls may produce a slight air flow whereby the cold air can be drawn through the outlet into a room. This problem is normal in new Home construction.

Deficiency:

Malfunction of electrical outlets, switches, or fixtures.

Construction Performance Guidelines:

All switches, fixtures and outlets which do not operate as intended are considered deficiencies only during the first year of Limited Warranty coverage.

Builder Responsibility:

Builder shall repair or replace defective switches, fixtures, and outlets.

Deficiency:

Light fixture tarnishes.

Construction Performance Guidelines:

NONE. NO COVERAGE.

Builder Responsibility:

NONE.

Exclusion:

Finishes on light fixtures may be covered under their manufacturer's warranty.

11.2 Service and Distribution

Deficiency:

Ground fault interrupter trips frequently.

Construction Performance Guidelines:

Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These devices are sensitive and can be tripped very easily. Ground fault outlets that do not operate as intended are considered deficiencies.

Builder Responsibility:

Builder shall replace the device if defective during the first year of Limited Warranty coverage.

11.3 Electrical Conductors

Deficiency:

Failure of wiring to carry its designed load.

Construction Performance Guidelines:

Wiring that is not capable of carrying the designated load, for normal residential use to switches, receptacles, and equipment, is a deficiency.

Builder Responsibility:

Builder shall check wiring and replace if it fails to carry the design load.

Exclusion:

Miscellaneous Information for New Homeowners

Water Consumption:

You can help reduce your water consumption with a few basic changes

- Use a nozzle on your water hoses
- Use a car wash instead of washing the car at home, car washes recycle their water
- Only run your dishwasher when its full
- Match the load size on your washer with the contents
- Time your shower and try to shorten it by and minute or two

Your home has a water sensor that shuts down the irrigation system when it rains.

For more information on ways you can cut your water usage visit:
www.wateruseitwisely.com.