



Warranty Manual

Warranty Manual

As of February 2025



Contents

<u>SECTION I · Quick Reference</u>	5
A Scheduled Contact Points	5
B Warranty Requests	6
C Warranty Review Process	7
D Cosmetic and Fragile Items	8
E Manufacturers' Warranties	9
<u>SECTION II · Definitions</u>	10
<u>SECTION III · Express Limited Warranty</u>	11
A One Year Workmanship Warranty	11
B One Year Structural Defect Warranty	11
C Conditions	11
D Exclusions	13
<u>SECTION IV · Reporting Defects</u>	15
A Reporting 90-Day And 11-Month Workmanship Defect(s)	15
B Reporting A Structural Defect	15
<u>SECTION V · Construction Performance Guidelines</u>	16
1 Site Work	16
2 Concrete	18
3 Masonry	20
4 Carpentry	21
5 Thermal and Moisture Protection	24
6 Doors and Windows	28
7 Finishes	31
8 Specialties	37
9 Cabinets and Vanities	38
10 Mechanical	39
11 Electrical Components	42
12 Electrical System	43
13 Mechanical System	44
<u>SECTION V · Acknowledgment of Warranty</u>	47

Dear Homebuyer,

On behalf of the entire Rodrock Homes team, thank you for choosing us to build your new home. As a family-run company rooted in Kansas City for generations, we understand what “home” truly means—it’s more than walls and windows. It’s where life happens, where memories are made, and where your unique story continues.

Building a home is both a deeply personal and exciting journey, and we’re honored to have been part of this milestone in your life. Your home was built with the same commitment we’d give our own families—crafted with care, guided by experience, and grounded in our belief that lasting quality matters.

Included with your new home is a limited warranty—an extension of our commitment to craftsmanship and service. We encourage you to take time to read this important document, which outlines what is and isn’t covered, and to reach out to your project manager with any questions.

Thank you again for placing your trust in Rodrock Homes. We’re proud to welcome you to the Rodrock family.

Warmly,

Brian Rodrock
President, Rodrock Homes



SECTION I Quick Reference

A Scheduled Contact Points

To help you stay on track with your warranty submissions, Rodrock Homes will contact you at key intervals:

45

DAYS

45-Day Contact

- An email reminder that your 90-day warranty window is approaching. This gives you time to prepare and note any issues you'd like to include in your 90-day warranty submission.

90

DAYS

90-Day Contact

- An email notification that your 90-day warranty window is now open.
- Begin submitting your warranty requests immediately.
- Ensure all requests are submitted within 10 days for prompt review and scheduling.

10

MONTHS

10-Month Contact

- An email reminder that your 11-month warranty window is approaching. This helps you prepare for your final warranty submission.

11

MONTHS

11-Month Contact

- An email notification that your 11-month warranty window is now open.
- Start submitting your warranty requests promptly.
- Ensure all requests are submitted within 10 days to allow for timely review and scheduling.

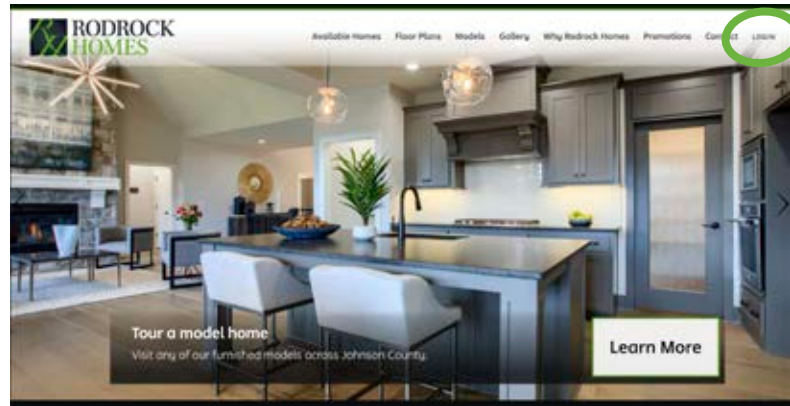
Quick Reference

B Warranty Requests

To ensure a smooth process, allowing for timely handling and resolution of issues. Use your dedicated portal to submit warranty requests quickly and efficiently. The portal also provides these step-by-step instructions.

Your Warranty Portal

- 1 **Visit rodrockhomes.com**
- 2 **Click Login in navigation.**



How to Submit a Warranty Request

1 **Request Item**

- Clearly specify the type of request: **90-day**, **11-month**, or **Emergency**.

2 **Description of the Problem**

- Be specific about the **location** and **issue or concern** in your request.
- If the condition does not occur regularly, provide details about when or under what circumstances it happens.
- Submit a **separate warranty request for each issue** for efficient processing.

3 **Attaching Photos**

- After saving your warranty request, go to the **"My Active Warranty Request"** section and select **Manage Attachments** to upload photos.
- Note: Only **photos** can be attached to your warranty request (no videos).



Emergency Warranty Requests

For emergency issues, please follow these steps:

1 **Email: ERservice@RodrockHomes.com**

- Clearly describe the location and nature of your emergency.
- Attach any **photos or videos** that might be helpful in addressing your concern.

2 **Response Time**

- A member of the Rodrock Homes Warranty Team, a Project Manager, or an Approved Vendor will contact you as soon as possible.

3 **After-Hours Vendor Contact**

- If immediate assistance is needed, you can use the vendor's after-hours contact information found in the **"My Community"** section.
- Always follow up by submitting an email to ERservice@RodrockHomes.com.

C Warranty Review Process

How Warranty Requests Are Reviewed and Completed

1 **After Submission**

- Once your request is successfully submitted, you will receive an email from the Rodrock Homes Warranty Department.
- This email will include a link to schedule an **in-home review** of your warranty request.
- Any criteria for reviewing your request will be attached to this email.

2 **In-Home Review**

- A Warranty Department representative will visit to review the issue(s).
- Following the review, a **Workday** will be scheduled to complete the approved repairs.

3 **Scheduling Repairs**

- Rodrock Homes will contact all approved vendors.
- A Warranty Department representative will be onsite during the Workday to oversee the repairs.

Quick Reference**D Cosmetic and Fragile Items**

Cosmetic and Fragile items are components of your home that can be easily affected during move-in and day-to-day living. It is important to inspect these items thoroughly during your **New Home Orientation** to ensure they meet your expectations.

At your **closing meeting** with your Project Manager, you will sign off on these items as being in acceptable condition. Please note that **cosmetic and fragile items are not covered under warranty after closing**.

Cosmetic and Fragile Items Include, but Are Not Limited To:

- Bathtubs, Showers, and Sink Finishes
- Countertops and Vanities
- Tile
- All Floor Coverings (e.g., carpet, hardwood, vinyl, tile)
- All Handle Sets
- Lighting Fixtures
- Mirrors and Glass
- Plumbing Fixture Finishes
- Smudges and Defects in Paint
- Windows/Sliding Glass Doors, Screens, Frames, and Glass
- Doors (Interior and Exterior)
- Fireplaces
- Cabinets and Drawers
- Doorknobs

Definition of a Cosmetic Deficiency

A **cosmetic deficiency** is a material imperfection that is:

- Readily visible
- Substantial enough to affect the overall appearance of the item

Minor or obscured imperfections that are not easily noticeable and do not impact the overall appearance are considered to fall within builder-industry standards and do not constitute a construction defect.

E Manufacturers' Warranties

Certain items in your home are covered under **manufacturer warranties** rather than the 1-year builder warranty. Below is important information to help you understand and manage these warranties.

Manufacturer Warranty Coverage

Any item in your home covered under a **manufacturer warranty** is **excluded** from the 1-year builder warranty.

Examples of these items include, but are not limited to:

- Appliances
- HVAC systems
- Water heaters
- Garage door openers

Why Register Your Warranty?

Registering your product ensures that:

- You have access to any warranty services or coverage provided by the manufacturer.
- You are eligible for future updates or support related to your product.



Locating and Registering Your Warranty Cards

- Product and warranty registration cards for these items have been left in your home.
- Your **Project Manager** can assist you in locating these cards if needed.
- It is your responsibility to:
 - a **Fill out** the registration cards.
 - b **Submit them** as instructed to activate your warranty.

Registering Your HVAC Warranty

For HVAC systems, contact the vendor listed on your HVAC unit for warranty details. Additionally, we recommend registering your HVAC system as soon as possible.

- 1 Visit:
lennox.com/residential/owners/register-and-review/product-registration/
or use the QR code below.
- 2 Follow the instructions on the Lennox website to complete the registration.



SECTION II Definitions

You and **Your** means the person(s) who holds title to the Home. **Home** means the dwelling and garage. **Builder** means the Builder as listed on the Certificate of Warranty Coverage. **Effective Date of Warranty** is the earliest of Your closing date, first title transfer to You or the date You or anyone else first occupied the Home if that was before closing. **Certificate of Warranty Coverage** is the document which provides proof of warranty coverage for a certain address and the coverage provided by the Builder. **Limited Warranty** means the express warranty described by the terms and provisions contained within this Warranty Manual. **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 year thereafter (or, as applicable, two, four, or ten years thereafter if so specified in this Warranty Manual or the other documents referenced herein). **Warranty Limit** is the sum stated in the Certificate of Warranty Coverage. If no sum is stated, the Warranty Limit shall be equal to the amount of the purchase price that You paid for the Home. **Defect** is defined in each instance as a failure to meet the Construction Performance Guidelines for workmanship and systems as set forth in this Warranty Manual. **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 uninhabitable. 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 Warranty Manual; it 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 all tile or wallpaper, etc.;
- 3 Plaster, laths, or drywall;
- 4 Flooring, tile, carpet 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, windows, trim, cabinets, hardware, insulation, paint, and stains; and
- 11 Basement and other interior floating, ground-supported concrete slabs.



SECTION III Express Limited Warranty

A One Year Workmanship Warranty

For one year from the Effective Date of Warranty, the Builder warrants that Your Home will be free from Defects in materials and workmanship as defined in the Construction Performance Guidelines in Section VIII (“Guidelines”).

B One Year Structural Defect Warranty

For one year from the Effective Date of Warranty, the Builder warrants Your Home against a Structural Defect. A Structural Defect is defined in Section I.

C Conditions

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

EXCLUSIVE REMEDY AGREEMENT. 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. Upon the expiration of the Warranty Term, You will be deemed to have waived the right to seek damages or other legal or equitable remedies from the Builder and its 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 the state in which the Home is located, and shall be applicable to any claim thereafter made against the Builder or any other person. 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 Warranty Manual is determined to be unenforceable, that determination will not affect the validity of the remaining provisions.

The aggregate obligation of the Builder for all claims under this Warranty Manual is equal to the Warranty Limit, as defined in Section I herein, stated in the Certificate of Warranty Coverage, as defined in Section I herein. This means that every time the Builder pays a claim or

pays for a repair, that payment is deducted from the Warranty Limit, and when the Warranty Limit is exhausted, You no longer have any Warranty coverage.

This Warranty Manual is not an insurance policy, a maintenance agreement or a service contract. If You have a mortgage on Your Home, Your lender may require that You have a separate homeowners insurance policy.

State of Kansas Only: You have not waived the implied warranties, and the Limited Warranty may not be Your exclusive remedy. You may have other remedies as provided to You under Kansas law. You are advised to consult an attorney with regard to implied warranties and remedies under Kansas law.

REPAIR. The Builder shall have the option, in its discretion, to repair or replace any covered Defect or Structural Defect, 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, however Builder shall endeavor to use “new construction” methods when practical. 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 any 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 repair or replacement of warranted items, You must sign and deliver a full and unconditional release of the Builder of all legal obligations with respect to the warranted items and conditions 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 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. the Builder’s costs of designing, ac-

SECTION III

Express Limited Warranty

complishing, and monitoring repairs to Your Home (or payments to You or to another instead) are deducted from Your Home's Warranty Limit. The Builder's costs of determining the existence and/or extent of a covered Defect or Structural Defect are not deducted.

ACCESS TO YOUR HOME. In order for the Builder to carry out its responsibilities under this Warranty Manual, the Builder may 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 the 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 such access to Your Home will void the Limited Warranty.

ARBITRATION. Any and all claims, disputes and controversies by or between the homeowner and the Builder arising from or related to this Warranty Manual, to the subject Home, to any Defect in or to the subject Home or the real property on which the subject Home is situated, or to the sale of the subject Home by the Builder, including, without limitation, any claim of breach of contract, negligent or intentional misrepresentation or nondisclosure in the inducement, execution or performance of any contract, including this arbitration agreement, and breach of any alleged duty of good faith and fair dealing, shall be settled by binding arbitration. Agreeing to arbitration means You are waiving Your right to a jury trial.

The arbitration shall be conducted by the American Arbitration Association pursuant to its Construction Industry Arbitration Rules in effect at the time of the Effective Date of Warranty.

This arbitration agreement shall inure to the benefit of, and be enforceable by, the Builder's subcontractors, agents, vendors, suppliers, design professionals, insurers

and any other person alleged to be responsible for any Defect in or to the subject Home or the real property on which the subject Home is situated. Any party shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing this arbitration agreement. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any State or Federal court of competent jurisdiction.

This arbitration agreement shall be deemed to be a self-executing arbitration agreement. Any disputes concerning the interpretation or the enforceability of this arbitration agreement, including, without limitation, its revocability or voidability for any cause, the scope of arbitrable issues, and any defense based upon waiver, estoppel or laches, shall be decided by the arbitrator.

The initiation of or participation by any party in any judicial proceeding concerning this arbitration agreement or any matter arbitrable hereunder shall not be deemed a waiver of the right to enforce this arbitration agreement, and notwithstanding any provision of law to the contrary, shall not be asserted or accepted as a reason to delay, to refuse to participate in, or to refuse to enforce this arbitration agreement.

The arbitrator shall possess sufficient knowledge in the residential construction industry as determined by the arbitration service. The arbitration hearing shall occur whenever possible in the Home which is the subject of the arbitration.

All administrative fees of the arbitration service and fees of the arbitrator shall be borne equally by the parties to the arbitration, subject to the discretion of the arbitrator to reallocate such fees in the interests of justice.

No arbitration proceeding shall involve more than one single-family detached dwelling or more than one multifamily building.

The parties expressly agree that this Warranty Manual and this arbitration agreement involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule; and to the extent that any state or local law, ordinance or judicial rule shall be inconsistent with any provision of the rules of the arbitration service under which the arbitration proceeding shall be conducted, the latter rules shall govern the conduct of the proceeding.

If any provision of this arbitration agreement shall be determined by the arbitrator or by any court to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable therefrom and enforceable according to their terms.





WARRANTIES NON-TRANSFERABLE. All of Your rights and obligations hereunder shall not transfer to any extent, regardless of there being any unused amount of the Warranty Limit, to each successor in title to the Home, including any mortgagee in possession, for the remainder of the Warranty Term.

YOUR OBLIGATIONS. The Warranty coverage pays for the cost of labor and materials to correct a covered Defect or Structural Defect. 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, appropriate watering and conforming to generally accepted landscape practices for Your area.

D Exclusions

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

- 1 Land and other real property that was not part of Your Home, or any property that was not included in the purchase price stated on the Certificate of Warranty Coverage;
- 2 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 (except where stoops, steps and porches are necessary for the structural stability of the home and fail to meet the

Construction Performance Guideline set forth herein), 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 Noncompliance with plans and specifications; violations of local or national building codes, ordinances or standards;
- 6 Any condition which has not resulted in actual physical damage to Your Home;
- 7 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 the 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 to the 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;

SECTION II

Express Limited Warranty

- e Abuse or use of Your Home, or any part thereof, beyond the reasonable capacity of such part for such use;
 - f Microorganisms, fungus, decay, wet rot, dry rot, soft rot, rotting of any kind, mold, mildew, 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 un-inhabitability based on any of the foregoing;
 - g Your failure to minimize or mitigate any Defect, condition, loss or damage as soon as practicable;
- 8 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;
 - 9 Any Defect or damage You knew about prior to the Effective Date of Warranty;
 - 10 Any request for warranty performance submitted to the Builder after an unreasonable delay or later than ten (10) days after the expiration of the applicable Warranty Term;
 - 11 Loss caused, in whole or in part, by any peril or occurrence for which compensation is provided by state legislation or public funds;
 - 12 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;
 - 13 Diminished market value of Your Home;
 - 14 Any and all consequential loss or damage, including, without limitation, any damage to property not covered by this Warranty Manual, 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; and
 - 15 Any and all exclusions set forth in Section IV (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 the Limited Warranty include, but are not limited to: air conditioning units, attic fans, boilers, burglar alarms, carbon monoxide detectors, 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, humidifiers, intercoms, oil tanks, outside lights or motion lights not attached to the Home, range hoods, ranges, refrigerators, sewage pumps, smoke detectors, solar collectors, space heaters, sump pumps, thermostats, trash compactors, washers, water pumps, water softeners, water heaters, whirlpool baths, and whole house fans.

SECTION IV Reporting Defects

A Reporting 90-Day And 11-Month Workmanship Defect(s)

If You believe Your Home has a Defect which is covered under the Builder's One Year Workmanship Warranty, and which occurred during the applicable Warranty Term, You must first submit notice of Your claim through the Rodrock Homes Customer Portal during Your 90-day and/or 11-month reporting windows listing the specific warranty Defect(s) and the date the Defect(s) occurred. Each notice of claim must be received by the Builder not later than ten (10) days after the expiration of the warranty coverage to which it relates. Warranty coverage for any notice of claim received after this date will be denied, and the Builder will not have any obligation to You for the repair of these Defects. The time limits are a material condition of Your Limited Warranty.

WHAT TO DO IN THE CASE OF AN EMERGENCY:

An emergency is a condition that if not immediately repaired may cause danger to the Home or its occupants.

You must login to the Rodrock Homes Customer Portal for emergency contacts. If You are unable to contact the Builder for emergency authorization, (1) You must make minimal repairs until authorization for more extensive repairs has been approved by the Builder, (2) You must take action in order that further damage can be mitigated, and (3) You must report the emergency to the Builder on the next business day.

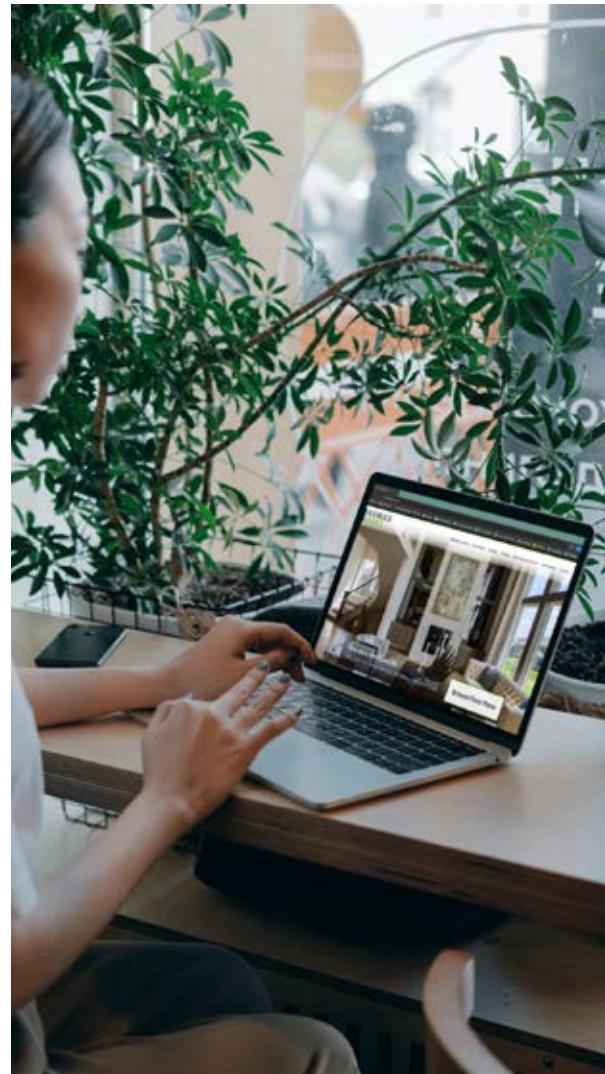
Any unauthorized repairs will not be reimbursed unless You have followed the above procedures.

B Reporting A Structural Defect

If You believe Your Home has a Structural Defect that is covered under Your Structural Defect Warranty as defined in Section I, report the claim through the Rodrock Homes Customer Portal. Fully describe the nature of the Structural Defect and the date You first noticed it.

Except for authorized emergency repairs as defined in Section III of this Warranty Manual, You should not repair a claimed Structural Defect before the Builder has an opportunity to inspect the Structural Defect; if You do it will make it impossible for the Builder to assess whether the Structural Defect was covered by Your warranty or whether the repair You performed or caused to be performed was cost-effective, necessary, and effective or whether the Builder would have been able to solve the problem in another way. As a result, the Builder will not provide coverage for any claimed Structural Defect that You have had repaired or replaced. In addition, You will

not be reimbursed for any costs or expenses You undertake to investigate a Structural Defect such as, but not limited to, engineering and attorney's fees.



SECTION V Construction Performance Guidelines

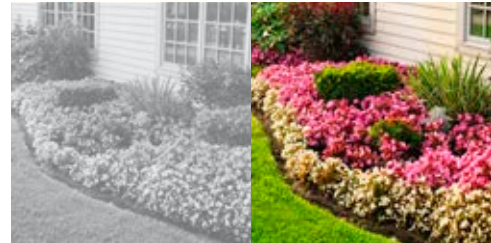
The following Construction Performance Guidelines are based on standards that have been developed and accepted by the residential construction industry in general. They apply only to the One Year Workmanship Warranty. While it is virtually impossible to develop Construction Performance Guidelines for each possible deficiency, the construction industry has attempted to isolate the most common actual physical damage deficiencies that occur and, in so doing, list the extent of the 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 5th Edition-Contractor Reference, National Association of Home Builders (NAHB), will apply. 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 the

Builder's construction should meet. Noncompliance with these construction standards calls for corrective action by the 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 Manual for specific terms, definitions, exclusions and conditions that apply to the Limited Warranty.

Normal wear and deterioration and failure of the Builder to perform any washing, cleaning, or cleanup are not covered under the Limited Warranty.



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/Warrantor 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.
Exclusion	—

1.2 Drainage

Deficiency	Improper surface drainage.
Construction Performance Guidelines	Under the Limited Warranty, site drainage is limited to establishing grades within 10-feet and swales within 20-feet of the foundation of the Home, as needed to provide proper drainage away from the Home. In these drainage areas, standing or ponding water shall not remain for more than 24 hours after a rain or irrigation run cycle, except in a swale that drains from adjoining properties or where a sump pump discharges, in which case an extended period of 48 hours will be allowed for water to dissipate. The possibility of standing water after an unusually heavy rainfall or extensive irrigation run cycle should be anticipated and is not a deficiency. No grading determination is to be made while there is frost or snow or when the ground is saturated.
Builder/Warrantor 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 10-feet 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/Warrantor 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/Warrantor 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	Warranty coverage. 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.

SECTION V
Construction Performance Guidelines



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 1/8-inch in width, or which allow exterior water to leak into basement, are deficiencies.
Builder/Warrantor 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 basement floor.
Construction Performance Guidelines	Minor cracks in concrete basement floors are common. Cracks exceeding 1/4-inch in width or 3/16-inch in vertical displacement are deficiencies.
Builder/Warrantor Responsibility	Repair cracks exceeding maximum tolerance by surface patching or other methods, as required.
Exclusion	—
Deficiency	Cracking of attached garage floor slab.
Construction Performance Guidelines	NONE. NO COVERAGE
Builder/Warrantor Responsibility	NONE.
Exclusion	NO COVERAGE is provided for this element under the Limited Warranty.
Deficiency	Cracking of driveway
Construction Performance Guidelines	NONE. NO COVERAGE
Builder/Warrantor 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/Warrantor Responsibility	NONE.
Exclusion	NO COVERAGE is provided for this element under the Limited Warranty.

2.1 Cast-in Place Concrete

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/Warrantor Responsibility	Repair cracks as required so as not to be apparent when the finish flooring material is in place. Repair or replace finish flooring.
Exclusion	—
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/Warrantor 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.
Exclusion	—
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/Warrantor 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/Warrantor Responsibility	NONE. This is a normal condition.
Exclusion	—
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/Warrantor Responsibility	Grout crack fully and reset loose masonry where required. Replacement of masonry material, if required, shall match the existing as closely as possible.
Exclusion	
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/Warrantor Responsibility	Builder shall take whatever corrective action is necessary to meet the Construction Performance Guideline.
Exclusion	—

SECTION V

Construction Performance Guidelines

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/Warrantor 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 stone veneer.
Construction Performance Guidelines	Small hairline cracks resulting from shrinkage are common in mortar joints of masonry construction. Cracks greater than 1/4-inch in width are deficiencies.
Builder/Warrantor 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.
Exclusion	—

3.2 Stucco and Cement Plaster

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

3.2 Stucco and Cement Plaster

Deficiency	Separation of coating from base on exterior stucco wall.
Construction Performance Guidelines	The coating shall not separate from the base on an exterior stucco wall.
Builder/Warrantor Responsibility	Builder shall repair areas where the coating has separated from the base.
Exclusion	Builder is not responsible for failure to match color or texture, due to the nature of the material.



4 Carpentry

4.1 Rough Carpentry

Deficiency	Floor creaking and squeaks
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/Warrantor Responsibility	One time only, 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 than a 1/4-inch ridge or depression within any 32-inch measurement.
Builder/Warrantor Responsibility	Correct or repair to meet the Construction Performance Guidelines.
Exclusion	—
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/Warrantor 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.
Exclusion	—

SECTION V

Construction Performance Guidelines

4.1 Rough Carpentry

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/Warrantor Responsibility	Make necessary repairs to meet the Construction Performance Guidelines.
Exclusion	—
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 3/8-inch in width are deficiencies.
Builder/Warrantor 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/Warrantor 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.
Exclusion	—
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/Warrantor Responsibility	Builder shall make necessary modifications to any floor not complying with the Construction Performance Guidelines.
Exclusion	—

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/Warrantor Responsibility	Repair open joints, one time only, and touch up finish coating where required to match existing as closely as possible. Caulking open joints between dissimilar materials.
Exclusion	—

4.2 Finish Carpentry

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/Warrantor Responsibility	Repair defective joints, one time only, and touch up finish coating where required to match as closely as possible. Caulking is acceptable.
Exclusion	—
Deficiency	Interior trim is split.
Construction Performance Guidelines	NONE. NO COVERAGE.
Builder/Warrantor 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/Warrantor Responsibility	Builder shall, one time only, 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.
Exclusion	
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/Warrantor Responsibility	Fill nail holes where required, one time only, 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/suspended slab.
Construction Performance Guidelines	Leaks resulting in actual trickling of water through the walls or seeping through the floor are deficiencies.
Builder/Warrantor Responsibility	Take such action as is necessary to correct basement, crawl space, and suspended slab 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, crawl space floors, and under suspended slab 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/Warrantor 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.
Exclusion	–
Deficiency	Sound transmission between rooms, floor levels, adjoining condominium units in a building, or from the street into Home.
Construction Performance Guidelines	NONE. NO COVERAGE.
Builder/Warrantor Responsibility	NONE.
Exclusion	NO COVERAGE is provided for soundproofing.

5.3 Ventilation and Moisture Control

Deficiency	Inadequate ventilation or moisture control in crawl spaces/suspended slabs.
Construction Performance Guidelines	Crawl spaces and suspended slabs 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/Warrantor 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 and suspended slabs that cannot 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 or suspended slab 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/Warrantor 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/Warrantor 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 insulation, are deficiencies.
Builder/Warrantor Responsibility	Builder shall vent exhaust fans to the outside to correct deficiencies.
Exclusion	—

SECTION V

Construction Performance Guidelines

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/Warrantor 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/Warrantor 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/Warrantor 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 1/2-inch in 32-inches are deficiencies.
Builder/Warrantor 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.
Exclusion	Bowed siding due to Your actions or neglect, such as bowing caused by sprinkler system repeatedly wetting siding, is not a deficiency.
Deficiency	Nails have stained siding.
Construction Performance Guidelines	Nail stains exceeding 1/2-inch in length and visible from a distance of 20-feet are deficiencies.
Builder/Warrantor 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/Warrantor Responsibility	Correct any roof or flashing leaks that are verified to have occurred under normal weather conditions.
Exclusion	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/Warrantor Responsibility	Builder will 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/Warrantor 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/Warrantor Responsibility	Builder will take corrective action to assure proper drainage of the roof.
Exclusion	Minor ponding or standing of 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/Warrantor Responsibility	Repair leaks in gutters and downspouts.
Exclusion	—

SECTION V

Construction Performance Guidelines

5.7 Sheet Metal

Deficiency	Water remains in gutters after a 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 1/2-inch in depth.
Builder/Warrantor Responsibility	Builder will repair gutters to assure proper drainage.
Exclusion	You are responsible for keeping gutters and downspouts free from debris that would obstruct drainage.
Deficiency	Gutters detach from home.
Construction Performance Guidelines	Gutters that are not securely fastened are a deficiency.
Builder/Warrantor Responsibility	Builder will reattach and resecure detached gutters.
Exclusion	-



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 1/4-inch when measured from corner to corner.
Builder/Warrantor Responsibility	Repair or replace as may be required. New doors to be refinished to match the original as closely as possible.
Exclusion	—
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/Warrantor Responsibility	Adjust door and keeper to operate freely.
Exclusion	Wood doors may stick during occasional periods of high humidity.

6.1 Doors: Interior and Exterior

Deficiency	Door panels shrink and expose bare wood.
Construction Performance Guidelines	NONE.
Builder/Warrantor 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/Warrantor 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.
Exclusion	—
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/Warrantor 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 1/2-inches are deficiencies. Closet doors having an opening in excess of 2-inches are deficiencies.
Builder/Warrantor Responsibility	Make necessary adjustment or replace door to meet the required tolerance.
Exclusion	—

6.2 Garage Doors (Attached Garage)

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/Warrantor 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.

SECTION V

Construction Performance Guidelines

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/Warrantor Responsibility	Builder shall correct or repair as required to meet manufacturer's specifications.
Exclusion	—
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 exceeding the tolerance is a deficiency.
Builder/Warrantor 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.
Exclusion	—
Deficiency	Condensation or frost on window frames and glass.
Construction Performance Guidelines	NONE.
Builder/Warrantor 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 conditions in the Home.

6.4 Hardware

Deficiency	Hardware does not work properly, fails to lock or perform its intended purpose.
Construction Performance Guidelines	All hardware installed on doors and windows that does not operate properly are deficiencies.
Builder/Warrantor Responsibility	Builder shall adjust, repair, or replace hardware as required.
Exclusion	—

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/Warrantor 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 the 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/Warrantor 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. Torn or damaged weatherstripping is not covered by the Limited Warranty.

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/Warrantor Responsibility	Builder shall replace glass in accordance with window and glass manufacturer's requirements.
Exclusion	Glass breakage is excluded.



7 Finishes

7.1 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/Warrantor 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.
Exclusion	—
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/Warrantor 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.

SECTION V

Construction Performance Guidelines

7.1 Drywall

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/Warrantor 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.
Exclusion	—

7.2 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/Warrantor Responsibility	One time only, 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/Warrantor 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.

7.3 Resilient Flooring

Deficiency	Nail pops appear on the surface of resilient flooring.
Construction Performance Guidelines	Readily apparent nail pops are deficiencies.
Builder/Warrantor Responsibility	Builder shall correct nail pops that have caused 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.
Exclusion	—

7.3 Resilient Flooring

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/Warrantor 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.
Exclusion	—
Deficiency	Resilient flooring or base loses adhesion.
Construction Performance Guidelines	Resilient flooring or base that lifts, bubbles, or becomes unglued is a deficiency.
Builder/Warrantor Responsibility	Builder shall repair or replace resilient flooring or base as required. Builder is not responsible for discontinued patterns or color variations.
Exclusion	—
Deficiency	Seams or shrinkage gaps show at resilient flooring joints.
Construction Performance Guidelines	Gaps in excess of 1/16-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/Warrantor 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 by sealing gap with seam sealer.
Exclusion	—

7.4 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/Warrantor 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 swelling due to seasonal variations in humidity levels. 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 recommended care and maintenance requirements for wood floors. 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-heeled shoes may cause indentations. Such conditions are not covered by the Limited Warranty.

SECTION V

Construction Performance Guidelines

7.5 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/Warrantor Responsibility	Builder shall seal affected areas where excessive bleeding of knots and stains appear and touch-up paint to match as closely as possible.
Exclusion	Minor paint touch-ups that could have been identified as “walk-through” or “punch-list” items are not to be considered deficiencies and are not covered. The Limited Warranty coverage on newly repainted surfaces will not extend beyond the original Warranty Term.
Deficiency	Exterior paint or stain peels or deteriorates on siding, stucco and trim.
Construction Performance Guidelines	Exterior paints or stains that peel or deteriorate during the first year of ownership are deficiencies.
Builder/Warrantor 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.
Exclusion	Fading, however, is not a deficiency. Fading is normal and subject to the orientation of painted surfaces to the climactic conditions that may prevail in the area. Minor paint touch-ups that could have been identified as “walk-through” or “punch-list” items are not to be considered deficiencies and are not covered. The Limited Warranty coverage on newly repainted surfaces will not extend beyond the original Warranty Term.
Deficiency	Exterior paint on concrete foundation.
Construction Performance Guidelines	NONE. NO COVERAGE.
Builder/Warrantor Responsibility	NONE.
Exclusion	—
Deficiency	Painting required as corollary repair because of other work.
Construction Performance Guidelines	Necessary repair of a painted surface under the Limited Warranty is to be refinished to match surrounding areas as closely as possible.
Builder/Warrantor Responsibility	Builder shall refinish repaired areas to meet the standard as required.
Exclusion	The Limited Warranty coverage on newly repainted surfaces will not extend beyond the original Warranty Term.
Deficiency	Mildew or fungus forms on painted or factory finished surfaces.
Construction Performance Guidelines	NONE. NO COVERAGE.
Builder/Warrantor Responsibility	NONE.
Exclusion	Mildew or fungus that forms on a painted or factory finished surface when the surface is subject to various exposures (e.g.: ocean, lake, riverfront, heavily wooded areas or mountains) is not a deficiency.

7.5 Painting

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/Warrantor 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	NONE. NO COVERAGE.
Builder/Warrantor Responsibility	NONE.
Exclusion	Minor paint touch-ups that could have been identified as “walk-through” or “punch-list” items are not to be considered deficiencies and are not covered.
Deficiency	Paint splatters and smears on finish surfaces.
Construction Performance Guidelines	NONE. NO COVERAGE
Builder/Warrantor Responsibility	NONE.
Exclusion	Minor paint splatters and smears on impervious surfaces that can be easily removed by normal cleaning methods are considered to be Your maintenance and are not deficiencies.

7.6 Wall Covering

Deficiency	Peeling of wallcovering installed by Builder.
Construction Performance Guidelines	Peeling of wallcovering is a deficiency, unless it is due to Your abuse or negligence.
Builder/Warrantor Responsibility	Builder shall repair or replace defective wallcovering.
Exclusion	—
Deficiency	Pattern in wallcovering is mismatched at the edges.
Construction Performance Guidelines	Pattern in wallcovering shall match at the edges.
Builder/Warrantor Responsibility	Builder shall remove mismatched wallcovering and replace. Builder is not responsible for discontinued or variations in color.
Exclusion	Defects in the wallcovering patterns are the manufacturer’s responsibility, and excluded from Limited Warranty coverage.

SECTION V

Construction Performance Guidelines

7.6 Wall Covering

Deficiency	Lumps and ridges and nail pops in wallboard that appear after the Homeowner has wallcovering installed by others.
Construction Performance Guidelines	NONE. NO COVERAGE.
Builder/Warrantor Responsibility	NONE.
Exclusion	You shall insure that the surface to receive wallcovering is suitable and assume full responsibility should lumps, ridges, and nail pops occur at a later date.

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/Warrantor Responsibility	Builder shall correct to eliminate visible gap or overlapping at the seam.
Exclusion	Carpet material is not covered under the Limited Warranty.
Deficiency	Color variations in carpet.
Construction Performance Guidelines	NONE. NO COVERAGE.
Builder/Warrantor 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/Warrantor Responsibility	Builder will restretch or resecure carpeting to meet Construction Performance Guidelines one time only during the first year of Limited Warranty coverage.
Exclusion	—



8 Specialties

8.1 Fireplaces

Deficiency	Fireplace does not draw or vent properly causing smoke to enter home.
Construction Performance Guidelines	A properly designed, installed or constructed fireplace shall function correctly with proper ventilation. 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 the conditions causing a negative draft could be temporary, it is necessary to substantiate the problems to the Builder by constructing a fire so the condition can be observed.
Builder/Warrantor Responsibility	When it is determined that the malfunction is based upon improper design, installation or 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 installed or constructed but still malfunctions due to natural causes beyond 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/Warrantor 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.





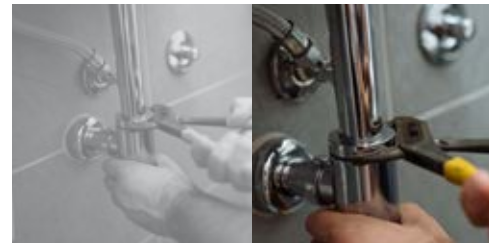
9 Cabinets and Vanities

9.1 Kitchen Cabinets and Vanities

Deficiency	Kitchen and vanity cabinet doors and drawers bind.
Construction Performance Guidelines	Cabinet doors and drawers shall open and close with reasonable ease.
Builder/Warrantor Responsibility	Builder shall adjust or replace doors and drawers as necessary to meet Construction Performance Guidelines.
Exclusion	Overloaded drawers are not covered.
Deficiency	Trash rollout cabinets
Construction Performance Guidelines	NONE. NO COVERAGE.
Builder/Warrantor Responsibility	NONE.
Exclusion	—
Deficiency	Warping of kitchen and vanity cabinet doors and drawer fronts.
Construction Performance Guidelines	Warpage that exceeds 1/4-inch as measured from the face of the cabinet frame to the furthestmost point of warpage on the drawer or door front in a closed position is a deficiency.
Builder/Warrantor Responsibility	Builder shall correct or replace door or drawer front as required.
Exclusion	—
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 1/4-inch between wall and ceiling surfaces are a deficiency.
Builder/Warrantor 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.
Exclusion	—

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/Warrantor Responsibility	Builder shall repair or replace laminated surface covering having cracks or joints exceeding the allowable width.
Exclusion	Cracks, chips, or defects in granite, quartz, or quartzite countertops that could have been identified as “walk-through” or “punch-list” items, or that occur after the Effective Date of Warranty, are not to be considered deficiencies and are not covered.
Deficiency	Staining, chipping, or color changes to quartz, granite, marble, etc.
Construction Performance Guidelines	NONE. NO COVERAGE.
Builder/Warrantor Responsibility	NONE.
Exclusion	—



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/Warrantor 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	Defective plumbing fixtures, appliances or trim fittings.
Construction Performance Guidelines	Fixtures, appliances, or fittings shall comply with their manufacturer’s standards as to use and operation.
Builder/Warrantor Responsibility	NONE.
Exclusion	Defective plumbing fixtures, appliances, and trim fittings are covered under their manufacturer’s warranty.

SECTION V

Construction Performance Guidelines

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/Warrantor 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/Warrantor Responsibility	Builder shall correct to eliminate “water hammer.”
Exclusion	Noises due to water flow and pipe expansion are not considered deficiencies.

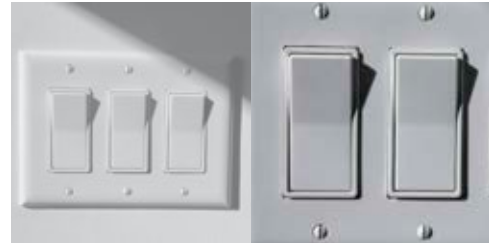
10.3 Heating and Air Conditioning

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/Warrantor 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 floor 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/Warrantor 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.



10.3 Heating and Air Conditioning

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/Warrantor Responsibility	Builder shall install required insulation.
Exclusion	—
Deficiency	Condensate lines clog up.
Construction Performance Guidelines	NONE. NO COVERAGE.
Builder/Warrantor 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/Warrantor Responsibility	Builder shall correct and adjust so that blower and water system operate as designed during the first year of Limited Warranty coverage.
Exclusion	—
Deficiency	Ductwork makes noises.
Construction Performance Guidelines	NONE. NO COVERAGE.
Builder/Warrantor 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.



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/Warrantor Responsibility	Builder shall check all wiring and replace wiring or breaker if it does not perform adequately or is defective.
Exclusion	—
Deficiency	Drafts from electrical outlets.
Construction Performance Guidelines	NONE. NO COVERAGE.
Builder/Warrantor 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/Warrantor Responsibility	Builder shall repair or replace defective switches, fixtures and outlets.
Exclusion	—
Deficiency	Light fixture tarnishes.
Construction Performance Guidelines	NONE. NO COVERAGE
Builder/Warrantor 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/Warrantor Responsibility	Builder shall replace the device if defective during the first year of Limited Warranty coverage.
Exclusion	—



12 Electrical System

12.1 Electrical Conductors

Deficiency	Failure of wiring to carry its designated 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/Warrantor Responsibility	Builder shall check wiring and replace if it fails to carry the designated load.
Exclusion	—





13 Mechanical System

13.1 Septic Tank Systems

Deficiency	Septic systems fail to operate properly.
Construction Performance Guidelines	Septic system should be capable of properly handling normal flow of household effluent.
Builder/Warrantor Responsibility	Builder shall take corrective action if it is determined that malfunction is due to a deficiency in workmanship, materials, or failure to construct system in accordance with state, county, or local requirements. Builder is not responsible for malfunctions or limitations in the operation of the system attributable to design restrictions imposed by state, county, or local governing agencies. Builder is also not responsible for malfunctions which occur or are caused by conditions beyond Builder's control, including Your negligence, abuse, freezing, soil saturation, changes in ground water table, or other acts of nature.
Exclusion	You are responsible for periodic pumping of the septic tank and a normal need for pumping is not a deficiency. The following are considered Your negligence or abuse as exclusion under the Limited Warranty: (a) excessive use of water such as overuse of washing machine and dishwasher, including their simultaneous use; (b) connection of sump pump, roof drains or backwash from water conditioner, to the system (c) placing of non-biodegradable items in the system; (d) addition of harsh chemicals, greases or cleaning agents, and excessive amounts of bleaches or drain cleaners; (e) use of a food waste disposer not supplied by Builder; (f) placement of impervious surfaces over the disposal area; (g) allowing vehicles to drive or park over the disposal area; (h) failure to periodically pump out the septic tank when required. Sewage pumps are excluded under the Limited Warranty.

13.2 Plumbing

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/Warrantor 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, disconnecting exterior hoses, and maintaining suitable temperature in the Home to prevent waste in pipes from freezing by keeping all exterior doors closed. During periods when the outdoor temperature falls below a freezing 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 ensure that a reasonable temperature is maintained.

13.2 Plumbing

Deficiency	Leakage from any piping.
Construction Performance Guidelines	Leaks in any waste, vent and water piping are deficiencies.
Builder/Warrantor 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/Warrantor 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.

13.3 Water Supply

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/Warrantor 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.

13.4 Heating and Air Conditioning

Deficiency	Refrigerant lines leak.
Construction Performance Guidelines	Builder-installed refrigerant lines or ground loop pipes that develop leaks during normal operation are deficiencies.
Builder/Warrantor 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/Warrantor Responsibility	Builder shall reattach and resecure all separated or unattached ductwork.
Exclusion	—

SECTION V
Construction Performance Guidelines



14. Outdoor Decks, Landings, Railings and Stairs.

Deficiency	Loose boards or rails, missing or defective fasteners or braces.
Construction Performance Guidelines	Construction will be in accordance with applicable building codes using graded lumber or man-made materials.
Builder/Warrantor Responsibility	Builder will correct conditions not meeting building codes, subject to exclusions.
Exclusion	Weathering, warping, cupping, splitting, fading or general deterioration. Man-made decking materials may carry a separate warranty from the manufacturer.

SECTION V Acknowledgment of Warranty

Homebuyer(s) _____
Address of Home _____
Builder _____
Effective Date of Warranty _____

By signing below, the Homebuyer(s) does/do hereby expressly acknowledge and agree as follows:

- 1 The Warranty Term begins on the Effective Date of Warranty and ends one year thereafter.
- 2 To be covered under the Limited Warranty, a warranted defect must first occur during the Warranty Term.
- 3 Actions taken by the Builder to address warrantable conditions do not extend the coverage, duration, or other provisions of the Limited Warranty.
- 4 The Limited Warranty is an express warranty, meaning issues that do not meet specified warranty criteria or that are not specifically addressed in the Warranty Manual are excluded from coverage and are the responsibility of the Homebuyer(s), except as otherwise provided by applicable law.
- 5 Certain components of the Home may have warranties provided by the manufacturer. The manufacturer's warranties for these components are assigned to the Homebuyer(s) upon closing, and the Builder assumes no further obligations for such components under the Limited Warranty.
- 6 The Homebuyer(s) is/are solely responsible for initiating requests for service under the Limited Warranty in accordance with the Warranty Manual.
- 7 Except for emergencies or other situations qualifying for immediate service, warranty requests will only be accepted and reviewed during the 90-day and 11-month reporting windows, with a grace period of ten (10) days following each reporting window.
- 8 Except for emergencies or other situations qualifying for immediate service, warranty requests submitted at times other than during the 90-day and 11-month reporting windows may, as applicable, be returned with a request that the Homebuyer(s) resubmit it at the next designated reporting window.
- 9 The Homebuyer(s) may submit emergency requests or other requests for immediate service at any time. These are items that, if not corrected in a timely manner, could result in further damage to the Home or could significantly impact the "livability" of the Home.
- 10 The Builder is not equipped to maintain an ongoing list of potential warranty items or otherwise keep pending requests active until the applicable reporting windows open. As such, when requests are submitted by the Homebuyer(s), they will be addressed by the Builder in one of two ways: either assigned or closed.
- 11 Each notice of claim must be received by the Builder not later than ten (10) days after the expiration of the warranty coverage to which it relates. Warranty coverage for any notice of claim received after this date will be denied, and the Builder will have no obligation to complete the repairs requested in any such notice.
- 12 The Builder will not be responsible for addressing conditions where, after reasonable attempts, the Home is not made accessible for inspection and/or repairs during normal business hours.
- 13 The Builder is not obligated to reimburse the Homebuyer(s) for unauthorized repairs or expenses.
- 14 Any items that were known to the Homebuyer(s) prior to the Effective Date of Warranty, such as "walk-through" or "punch-list" items, are not covered under the Limited Warranty. After the final "punch-list" is signed by the Homebuyer(s), only warrantable items as outlined in the Warranty Manual will be covered under the Limited Warranty; all other requests will be denied.
- 15 This Acknowledgment of Warranty does NOT contain all of the terms and conditions of the Limited Warranty. The Homebuyer(s) is/are advised to review such terms and conditions in the Warranty Manual.
- 16 The Homebuyer(s) has/have received and had an opportunity to review the Warranty Manual.
- 17 The Homebuyer(s) has/have read and understand(s) this Acknowledgement of Warranty.

Homebuyer _____ Date _____
Homebuyer _____ Date _____