

PERFORMANCE STANDARDS

PREFACE

The purpose of these standards is to help you determine the existence of a defect that may be covered under the Limited Warranty whether. The standards below set forth the minimum performance standards for materials and workmanship and are based on the performance standards established by The Home Builders Association of Greater Cincinnati. In the event that the requirements established by an applicable building code or the minimum quantifiable standards promulgated by the Ohio Home Builders Association pursuant to Ohio Revised Code Section 4722.01 exceed the standards set forth below, then such code requirements or minimum quantifiable standards shall control. Nothing contained in this manual can increase or change the duration or scope of the coverage provided by your Limited Warranty.

For convenience and ease of understanding, the Performance Standards are expressed in terms of performance. The format for each section is designed as follows:

Header Section.

Explanation of the function category and the required owner maintenance. Listing of issue.

A brief statement, in simple terms, of the problems to be considered.

The Performance Standard.

The performance standard relating to an alleged deficiency.

Builders Responsibility.

A statement of the corrective action, if any, required of the Builder.

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-----1 Year Coverage Items-----

1.0 Surface Drainage & Settlement.

The Builder has damp-proofed the outside of your home's foundation below the grade line with a high-quality, damp-proofing material. In most locations, an exterior perimeter drain is installed to direct water that may accumulate at the base of the foundation toward the sump pit. It is important that you keep the ends of these drain pipes clear in order to ensure that the water flowing around the foundation is not blocked. The grade around your home has been established to direct the water away from your home. The Builder is responsible only for initially establishing the proper grades and swales in the areas disturbed by construction. The Owner is responsible for maintaining such grades and swales once they have been properly established by the Builder. Mulch should never be placed above the top of the foundation wall. Your sump pump should be checked for proper operation (See Plumbing). Window wells and drains in wells must be kept clear of debris and periodically cleared to avoid water migration into the basement. "Wet" shall be defined as actual water running or trickling from, through or under the basement wall and onto the floor, thus puddling. Darkened areas of wall or floor slab that appear moist, but not "wet", are not considered a defect.

1.1 Settling of ground.

Performance Standard. Back-filled ground will settle. However, settling of ground exceeding a 3-inch vertical displacement around the foundation, water, sewer or utility trenches and holding water more than 48 hours after a rain or where settlement is causing negative fall back to foundation is not acceptable.

Builder Responsibility. In areas within the one-year warranty period, Builder will provide and install dirt fill for areas of your yard that settle around the foundation or within a trenched area one-time, only. The filled area provided will be rough-graded only. If heavy equipment is used, your lawn may be damaged and track or tire marks will be visible. Owner shall be responsible for repairing damage to the lawn, finish grading the supplied fill dirt and seeding or sodding filled areas immediately after completion of work. The Builder has no responsibility for settlement occurrences after any one-time fill provided or after the one-year warranty period has expired.

1.2 Wet basement walls due to insufficient slope and drainage away from foundation.

Performance Standard. Walls should not be "wet" as a result of insufficient slope and drainage.

Builder Responsibility. If landscaping is Owner's contractual responsibility and is not completed within 30 days of finished grading, there is no Builder Responsibility. Otherwise, the Builder should correct slope as needed. It is the Owner's responsibility to fill in all depressions, as they occur, due to settling and to direct all downspout or sump pump discharge lines away from the foundation.

1.3 Window wells fill with water causing water to enter basement

Performance Standard. Window Wells should not cause water to enter the basement if they are properly maintained and kept free of debris. Window wells that extend above established grade is normal and is not a defect.

Builder Responsibility. None.

1.4 Standing water in yard areas graded by the Builder.

Performance Standard. Once the finished grade has been established, pools of water should not stand for extended periods of time in the after a rain (generally no more than 48-hours), except swales which drain longer than other areas, areas that are fed by undergrounds springs or where sump pumps discharge, dry detention basins, extended dry detention basins or any areas where drainage easements are located. These areas can have pools of water for longer than 48 hours. No grading determination shall be made while there is frost or snow on the ground, or while the ground is saturated.

Builder Responsibility. In the event of standing water exceeding the guidelines above, it is the Builder's responsibility to re-grade and restore seed or sod in the affected area. The Builder is not responsible for any corrections if the source of the standing water stems from flow of water from an adjoining property or work performed by others.

2.0 Landscaping Sod & Seed.

2.1 Washing out or erosion of landscaped areas installed by the Builder

Performance Standard. Seeded or sodden areas such as slopes and swales will wash away, depending on the amount of rain or drainage taking place prior to grass being established.

Builder Responsibility. The Builder is not responsible for replacing seed or sod in washed-out areas where finish grade has been established properly. In the event washing or erosion occurs as a result of water run-off from adjacent properties on to the owner's property, the Builder has no responsibility. The Builder is not responsible for replacing seed and sod in washed areas.

2.2 Landscaping, seeding, sod or trees dying.

Performance Standard. Sod, trees and landscape installed by the Builder as part of the contract should be inspected and defects noted prior to closing. Noted defects should be corrected by the Builder. The Builder is not responsible for the life or condition of any of the above under any circumstances. Sod shrinkage or separation is not a defect. Seeding is applied for temporary erosion control measures, only. Seed may partially grow or not grow at all. Seed is not warranted.

Builder Responsibility. None, except to correct defects as noted above.

3.0 Concrete.

Concrete is a composite material consisting of limestone or gravel, sand, Portland cement, water and various chemical additives. All of the mixture components, the batching of the ready-mixed concrete, and the placement and workmanship are expected to meet the applicable building

codes. These standards vary, depending on the local building codes and the use of concrete in the home. The three general categories of use for residential concrete are foundation (walls and footings), interior flatwork (basement and garage), and exterior flatwork (sidewalks, patios, steps and driveways). The requirements for mix type, surface finish and owner maintenance vary depending on the concrete's use.

The curing of concrete is a chemical reaction, the majority of which takes place over the first year of the life of the concrete. During the first year the strength, surface durability and water content of concrete change dramatically. Shrinkage cracks caused by the curing process are a normal occurrence and do not affect the structural integrity of the slabs or walls. In some applications, particularly exterior flatwork, control joints are installed in an attempt to control, not prevent, crack formation and to provide a more attractive place for these contraction cracks to occur. Control joints are not always successful and the contraction cracks that occur on occasion outside these joints do not constitute a defect in the concrete.

De-icing chemicals, lawn fertilizers, and ethyl-glycol (anti-freeze) can enter into the concrete and disrupt the integrity of the concrete surface through either mechanical or chemical means. It is the owner's obligation to seal new exterior concrete with a commercial-grade, penetrating sealer following the manufacturer's instructions between August and October of each year. Failure to seal new exterior concrete will void the owner's warranty coverage under the Limited Warranty relating to exterior concrete. Please document the application of sealant each year on your driveway with receipts or other methods. Sealing is necessary to help prevent widespread surface defects such as scaling and pitting. If the surface is not sealed before exposure to repeated wet-dry, freeze-thaw cycles and/or exposure to the aforementioned chemicals, surface deterioration is more likely to occur.

The texture and color of hardened concrete may vary depending on aggregate and brand of cement, mix additives, placement and seasonal temperatures (typically, cold weather concrete is darker in color). Concrete repairs, when required, will not match the color of the original concrete. The owner should expect color variation. Practically all surface defects are considered cosmetic rather than structural in nature.

New concrete--by definition, concrete in its first year of life--is especially vulnerable to scaling, pitting, and spalling during freeze-thaw cycles. De-icing salts such as calcium or sodium chloride should not be used in the first year and are not recommended thereafter. While these salts alone will not chemically attack your concrete, they can, when mixed with water, dramatically increase the susceptibility of your concrete to scaling, pitting, and spalling, during freeze-thaw cycles. Plain, clean sand should be used for traction rather than chemical de-icers. Some chemicals and acids cause direct damage to concrete. Fertilizers made with ammonia sulfate or ammonia nitrate can chemically attack, causing severe damage. Any fertilizer, acid or other chemical spilled on concrete should be immediately removed to avoid damage. Concrete failure may also occur from overloading concrete structures beyond their intended use. Concrete in residential structures is designed for residential uses, not heavier uses. They are not designed to carry heavy loads such as moving vans, dump trucks, topsoil deliveries, school buses or garbage trucks. Exposure to these vehicles should be prohibited as it may cause damage to the driveway not covered under this limited warranty. Exact causes of concrete deterioration can

only be addressed through extensive laboratory testing of samples secured from the area in question.

Foundation walls are subject to a wide variety of stresses and strains. The soil on which the foundation rests may settle slightly creating stress. Don't be alarmed if you see cracks in your foundation walls. Minor cracks and/or shrinkage cracks normally require no action. If a large crack appears, please contact the Builder and they will inspect it. "Wet", "leak" or "leaking" shall be defined for this section as actual water running or trickling from, through or under the basement wall and onto the floor, thus puddling. Darkened areas of foundation wall or floor slab that appear moist but not wet are not considered a defect.

3.1 Leaks in basement or wet basement.

Performance Standard. No leaks or flow of water are acceptable, however, such items are not the responsibility of the Builder when caused by improper landscaping or subterranean problems. Leaking conditions should not be confused with dampness or moisture, which can be expected during the first year of the settling process, or with condensation.

Builder Responsibility. The Builder should correct as required. After correction, all openings should be repaired. Color variations in repairs should be expected.

Note: Check the basement sump pump for proper operation if water is entering the basement. Inspect the sump pump PVC discard line for defects that could include disconnections, cracks or clogs.

3.2 Cracked basement walls.

Performance Standard. Repair all cracks in concrete walls or block exceeding a 3/16-inch average width. Cracks of any size that are leaking, regardless of size, shall be repaired.

The Builder Responsibility. Cracks greater than 3/16-inch shall be repaired by patching or other method determined by the Builder. Repairs will not match existing surfaces colors. Cracks that are leaking generally will be repaired with an injectable epoxy. The epoxy (approx. 4-inch or wider) will be visible over the entire crack and will be different color than the concrete.

3.3 Cracking on concrete flatwork.

Performance Standard. Cracking in the finished concrete surface is to be expected. Control joints are installed in an effort to guide the cracks to occur in these defined areas. These types of cracks require no repair unless one or both of the following conditions exist:

- i If the two surfaces of the crack are displaced in height by more than ¼-inch.
- ii If the crack occurs non-uniformly (e.g. all in one crack rather than several) and exceeds ¼-inch average width.

Builder Responsibility. The Builder should repair the crack with a suitable joint sealant per the manufacturer's recommendation. If displaced in height, grind or repair by other

acceptable methods at the Builders' discretion. The owner is cautioned, repairs will not match in color. A hairline crack may reappear.

3.4 Cracking of stoops, steps, patios, garages, above grade slabs, driveway, and lead walks.

Performance Standard. Cracks shall not exceed ¼-inch in width or vertical displacement.

Builder Responsibility. The Builder will repair or replace concrete at builders' discretion, to meet standard. Where a repair is made to the concrete's surface, matching the color and finish of the adjacent surface cannot be expected.

3.5 Exterior concrete flatwork surface scaling.

Performance Standard. Using the tool joints in the flatwork as a "square area", it should be determined whether or not thirty percent (30%) or more of that area is scaling.

Builder Responsibility. The Builder is to repair or replace a "square area" in which scaling has affected more than 30%. However, it is the owner's responsibility to seal the exterior concrete with an approved sealer at least once a year and document such use. The Builder is not responsible for deterioration caused by salt, chemicals, implements used, and other factors beyond the Builder's control, including moisture saturation and freezing due to exceptionally cold weather. Where a repair is made to the concrete surface, the color and finish of the repair will not match the adjacent surface.

3.6 Concrete flatwork surface pitting.

Performance Standard. Pitting is more accurately referred to as aggregate popping or pop-outs, in which the top surface of the concrete comes off exposing the aggregate underneath.

Builder Responsibility. None.

3.7 Concrete flatwork surface spalling

Performance Standard. Spalling is often mistaken as being synonymous with scaling while in reality, it refers to pieces or chunks of concrete isolated from various cracking patterns within the flatwork itself. Consequently, spalling often occurs in control joint areas where cracking is induced in a deliberate uniform pattern. Additionally, spalling often accompanies random cracking patterns. In those instances, the cracking actually encircles particles of aggregate which are positioned near the surface of the actual crack line.

Builder Responsibility. The Builder to repair only the spalled area. There will be color and texture variation.

3.8 Powdering or chalking of concrete work.

Performance Standard. Chalking of concrete is normal, however, if a significant amount (builder's discretion) of the concrete face is being removed with sweeping or agitating the surface then builder shall take corrective action.

Builder Responsibility. Sealing the affected surface with a concrete sealing compound.

3.9 Low spots in driveways and other concrete slabs, except for stoops or porches.

Performance Standard. No measurable water depth exceeding $\frac{3}{8}$ -inch is permissible on driveways and other concrete slabs.

Builder Responsibility. Correct to meet tolerance by filling with a latex or equivalent filler or grind as necessary or any acceptable method at the Builder's discretion. Finished repair should be feathered and smoothed. Color variations are to be expected.

3.10 Water standing on stoops or porches.

Performance Standard. No measurable water depth exceeding $\frac{1}{4}$ -inch is permissible on stoops or porches.

Builder Responsibility. Correct to meet the tolerance by filling with a latex filler or grout, or grind as necessary. Color variations are to be expected.

3.11 Settling, heavily, or separating of stoops, steps or garage floors

Performance Standard. Stoops, steps or garage floors shall not settle, heave or separate permanently in excess of $\frac{5}{8}$ -inch from the house structure.

Builder Responsibility. The Builder shall meet tolerance by filling with a latex or equivalent filler or by replacement at the Builder's discretion. Finished repair should be feathered and smoothed. Color variations are to be expected. Expansion joint shall not be counted towards the $\frac{5}{8}$ -inch separation.

3.12 Uneven color or discolored concrete.

Performance Standard. Atmospheric and environmental conditions and various protective measures can have an effect on the color of concrete. Concrete placed at different time periods or placed in sunny or shaded areas can also have an effect on the color of concrete. Calcium chloride and concrete blankets are needed in colder months to accelerate the rate of strength development, decreasing the time which protection against freezing is needed. Calcium chloride and concrete blankets tend to darken areas of the concrete leaving a blotching type appearance of light and dark areas. In addition, fertilizers, curing sealing and other chemicals can cause discolorations or stains. Usually all these discolorations fade with exposure to sunlight and weather.

Builder Responsibility. None.

3.13 Uneven concrete floors/slabs.

Performance Standard. Except for basement floors or where a floor or portion of floor has been designed for specific drainage purposes, concrete floors in rooms designed for habitability shall not have pits, depressions or areas of unevenness exceeding ¼-inch in 32 inches.

Builder Responsibility. The Builder will correct or repair to meet the performance standard. When applicable, surface patching is an accepted method of repair. The Builder will re-install or replace any finish flooring materials originally provided as necessary.

4.0 Blacktop Driveways.

Blacktop, like concrete, is a man-made product consisting of natural materials that are subject to natural phenomena such as variances in size and texture, expansion, contraction and shrinkage. Because of these natural tendencies, cracks up to 1/2" are acceptable and will require no corrective action. Blacktop driveways shall be adequate to carry normal automobile traffic. They are not designed to carry heavy loads such as moving vans, school buses, or garbage trucks. Also, blacktop is subject to chemical/solvent attack and surface deterioration in hot weather. For example, gasoline will attack and break down the bituminous mixture that surrounds the aggregate in blacktop. During periods of hot weather, blacktop surfaces may be damaged under some types of vehicle wheel traffic, bicycle kick stands, etc. Color variations are also to be expected. Blacktop owners should fill all cracks over ¼" in size, seal blacktop, including edges, on a yearly basis with an approved sealer. This should be done as normal maintenance.

4.1 Low spots in driveways in which water pockets appear, not caused by conditions stated above.

Performance Standard. No measurable water depth exceeding 1/2" is permitted on blacktop driveways.

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

4.2 Excessive sinking or cracking of blacktop driveway.

Performance Standard. Blacktop driveway should not sink or crack more than 1/2" or cave in under normal use.

The Builder Responsibility. Correct cracks exceeding Performance Standard by patching. Areas sinking more than the Performance Standard are to be corrected. Finished repair to be feathered and smoothed. Color and texture variations are to be expected.

4.3 Mud in surface.

Performance Standard. During construction you can expect to get mud and dirt in porous blacktop surface.

The Builder Responsibility. None.

4.4 Chipping at edges of blacktop.

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

The Builder Responsibility. None

4.5 Variances in the granular texture of the finish layer.

Performance Standard. There will be a variance in the size of the aggregates in the top coat.

The Builder Responsibility. None.

5.0 Masonry.

Masonry work can be performed with an almost infinite variety of materials, methods of application and techniques of installation. Masonry is more dependent upon the variation of the techniques of the individual workman. When selecting a veneer material, many factors enter in, such as the bond or pattern to be used for the brick or the stone; the selection of the type of mortar joint; the color of the mortar and the shading variation from batch to batch; the shades of the mortar chosen; the choice of the material size, whether a regular or normal size brick, or the type of stone chosen; and, finally, the individual workmanship performed by the mason doing the work. All of these variations set up a distinctive situation within the masonry field.

5.1 Efflorescence, a white chalk-like substance appears on the surface of the brick work.

Performance Standard. Such occurrence, usually white in color, results from water soluble salts migrating through the masonry structure where they are deposited on the surface through evaporation. Efflorescence results from chemical compounds inherently found in the various elements of the masonry i.e. brick mortar, mixing water etc. and as such they do not reflect a defect in the brick.

Builder Responsibility. None.

5.2 Brick veneer leaking.

Performance Standard. Brick and/or mortar does absorb water. However, it should not result in water penetrating into the house. The Builder should inspect the brickwork for apparent voids at windows, door openings, and any mechanical penetrations.

Builder Responsibility. The Builder to correct leaking brickwork which results in water penetrating into the house.

5.3 Color variations in mortar joints.

Performance Standard. Color variations can occur in mortar joints due to weather conditions and or repair work is acceptable.

Builder Responsibility. None.

5.4 Cracks in masonry walls, veneer, brick steps, or stoops.

Performance Standard. Small hairline cracks due to shrinkage are common in mortar joints in masonry construction. Cracks greater than 1/8-inch in width are considered excessive.

Builder Responsibility. The Builder will repair cracks in excess of the performance standard by tuck pointing or patching, however, will not be responsible for color variation between old and new mortar. These repairs should be made toward the end of the first year of the warranty period to permit the home to stabilize and to allow for normal settlement to occur.

6.0 Rough Carpentry.

Since almost all lumber used in home construction is not indigenous to the area, it must adjust to its new environment through a period known as "stabilization." This stabilization period can last one or more full cycle of the seasons. During this stabilization of material, it is not uncommon for the lumber to swell, bow, bleed, twist, or contract through normal drying or curing, and in general, deviate to different degrees from its original form when installed.

6.1 Squeak in floors.

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

Builder Responsibility. The Builder will correct the problem, if caused by a defect in the construction, within reasonable repair capability. The method of corrective action to be taken shall be at the Builder's discretion. Due to the nature of floor squeaks, total elimination may not be possible.

6.2 Uneven floors.

Performance Standard. Floors should not be more than 3/8-inch off-level in 32-inches.

Builder Responsibility. Builder will make the necessary modifications to any floor which does not comply with the performance standard for levelness. Allowances should be made for shrinkage, cantilevers and concentrated loads. Uneven floors resulting from excessive loads added by the Owner are not the Builder's responsibility and will not be covered under the Performance Standard.

6.3 Floor Deflection, Bounce or Vibration.

Performance Standard. Allowable floor and ceiling deflections are governed by the local building codes.

Builder Responsibility. None.

NOTE: Floor deflection due to vibration occurs as live loads (people) move about over a wood framed floor; and some floor movement will occur.

6.4 Bowed Walls or Ceilings.

Performance Standard. Walls or ceilings bowed more than ¼-inch within any 32-inch horizontal or vertical measurement is a deficiency.

Builder Responsibility. The Builder to correct to meet Performance Standard.

6.5 Out of Plumb Walls.

Performance Standard. Walls should not be more than ¼-inch out of plumb for any 32-inch vertical measurement.

Builder Responsibility. The Builder to correct to meet the Performance Standard.

6.6 Fluctuation of roof sheathing between rafters or trusses.

Performance Standard. Sheathing should not fluctuate more than ½-inch between adjacent structural members.

Builder Responsibility. The Builder to correct to meet Performance Standard.

6.7 Basement stairs and/or stringers split.

Performance Standard. Since basement stairs are usually in an unfinished area, splitting is acceptable unless it is affecting the structural stability of the stairs.

Builder Responsibility. The Builder should correct to meet Performance Standard.

7.0 Exterior Siding and Trim.

When using an exterior structural fiberboard sheathing, it is required to overlap sheathing at the vertical and some horizontal joints so that it will provide a water resistant barrier, an air barrier and a draft stop. As a result, vinyl siding installed atop these overlaps will show some variations. This is not a defect.

Performance Standard. Bows exceeding ½-inch in 32-inches are unacceptable.

Builder Responsibility. The Builder will install additional nails in siding to meet nailing schedules which are standard in the industry and will replace any siding that does not meet the standard. Note: some waviness in siding is to be expected because of bowing in studs.

7.1 Siding is melted.

Performance Standard. Vinyl siding due to its composition is susceptible to melting if near high heat such as a grill. In addition, siding can melt from the sun's heat reflecting off exterior glass.

Builder Responsibility. None.

7.2 Noise in vinyl siding.

Performance Standard. Popping & cracking from expansion and contraction and shuttering from wind are all are normal occurrences with vinyl siding.

Builder Responsibility. None.

7.3 Poor quality of exterior trim workmanship.

Performance Standard. Joints between exterior trim elements, including siding and masonry, should not result in open joints in excess of $\frac{3}{8}$ -inch. In all cases, the exterior trim, masonry, and siding should be capable of performing its function to exclude the elements.

Builder Responsibility. The Builder will repair open joints and touch up finish coatings where repaired to match existing as close as possible.

7.4 Delamination or deterioration of exterior lap siding.

Performance Standard. Siding should not delaminate or deteriorate within the manufacturer's specifications. Natural wood siding can be expected to weather and change color as it ages.

Builder Responsibility. The Builder will repair or replace, as needed, unless caused by Owner's neglect to maintain siding properly. Repaired area should match as closely as possible in color and/or texture. The owner should be aware that the new finish may not exactly match the original surface texture or color.

7.5 Exterior butt and miter joints do not fit properly.

Performance Standard. It is feasible that these joints can open to as much as $\frac{3}{8}$ -inch tolerance because of material expansion, contraction and stabilization.

Builder Responsibility. The Builder should correct to meet Performance Standard. Caulking is acceptable.

8.0 Finished Carpentry and Millwork.

Wood and wood-like products are the basic materials used in finish carpentry. Wood is a natural product consisting of individual grain variations in each piece. Therefore, it is understood that grain matching is not to be expected. The standards listed below are the guidelines to a performance warranty designed to assure the proper functioning of the particular components involved in the finished carpentry area. All warping, shrinkage and swelling occurring after occupancy are only covered if the owner maintains proper temperature control and humidity within the house. These standards apply to finished living areas and not to basements and garage areas. Re-applying caulking on counter tops, walls, stair stringers, baseboards, casing and other areas due to shrinkage or separation will be the responsibility of the owner.

8.1 Cabinet doors or drawers warp and cannot be closed or will not stay closed.

Performance Standard. All cabinet doors or drawers should open and close properly. Warping not to exceed ¼-inch as measured from face frame to the point of furthest warping with the door or drawer front in a closed position.

Builder Responsibility. The Builder to make corrections to meet Performance Standard.

8.2 Cracks, gaps in miter joints or other workmanship imperfections.

Performance Standard. Cracks and gaps in miter joints should not be noticeable at the time of closing. However, mitered joints may open during the stabilization period of the building.

Builder Responsibility. The Builder to correct any cracks, gaps in miter joints, or other workmanship imperfections noted at the time of closing. Correction of the defects through the use of sanding, filling, caulking, puttying and staining is acceptable. Cracks and gaps that appear after closing the Builder has no responsibility.

8.3 Gaps from the cabinets to the ceilings and walls.

Performance Standard. Not to exceed more than ¼-inch in width.

Builder Responsibility. The Builder will correct any gap exceeding ¼-inch by installing trim material.

8.4 Variation in color between adjacent kitchen cabinets of the same style.

Performance Standard. Variations of grain pattern and color are normal in wood veneer and solid wood cabinets and doors.

Builder Responsibility. None.

8.5 Shrinkage of insert panels showing raw wood edges.

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

Builder Responsibility. None. The Owner is responsible for touch-up and maintenance of these areas to match the door color and finish.

8.6 Split in door panel.

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

Builder Responsibility. If light is visible, the Builder will fill the split and match the paint or stain as closely as possible; one time only in the first year of the warranty coverage.

8.7 Cabinets separate from wall or loosen.

Performance Standard. Provided the cabinet installation is secure, some shrinkage may occur which may appear to indicate a gap between the cabinets and their mounting surface.

This is normal and requires no correction. However, if the cabinet is actually loose, the Builder shall correct.

Builder Responsibility. Correct any installation separations of cabinetry from the mounting surface, except those due to shrinkage.

8.8 Granite, Quartz and resin tops have sections of discoloration in areas of the stone.

Performance Standard. Hard surface countertops are cut from natural stone and as such may display color variances between pieces.

Builder Responsibility. None.

8.9 Scratches and swirls in natural marble and manufactured cultured marble countertops and window sills.

Performance Standard. When manufactured, marble countertops and window sills are buffed to a high gloss finish, under certain lighting conditions, such as down lights, swirls from the polishing process are visible. Such swirls are normal and do not require any action by the Builder. There should be no other imperfections in the tops at the time of closing.

Builder Responsibility. The Builder has no responsibility for swirls from the manufacturing process. The Builder should correct defects noted at the time of closing. Since the tops are subject to owner damage, defects occurring after closing are the responsibility of the owner

8.10 High pressure laminate surfaces crack, chip, delaminate or scratched.

Performance Standard. Any defects in the surface should be noted at the closing and will be repaired by builder. However, it is recommended that water not be allowed to stand in the seams of counter tops.

Builder Responsibility. The Builder will replace delaminated or cracked coverings if noted at closing. The Builder will not be responsible for chips, scratches, and cracks noted after the home closing or for delamination from water which causes swelling of the base material.

8.11 Cracking in caulking applied to wood joints.

Performance Standard. Cracking in caulking is to be expected due to wood shrinkage during the stabilization process.

Builder Responsibility. None. It is the owner responsibility to re-apply caulk in joints as needed.

8.12 Trim material loose from wall surface.

Performance Standard. All trim material should be secure to wall surface.

Builder Responsibility. Trim material should be secured to wall surfaces by nailing or gluing.

8.13 Shelving sags or pulled away from wall surface.

Performance Standard. Shelving materials will sag or pull away from a wall when heavy materials are placed upon them. Shelving supports should be located in accordance to the manufacturer's specifications.

Builder Responsibility. Add shelving supports where shelving expanses have exceeded manufacturer's specifications and/or replace warped or damaged shelf material if necessary. Builder not responsible for sagging or damaged shelving resulting from the placement or hanging of heavy materials exceeding manufacturer's specifications.

9.0 Windows.

Problems with the operation and performance of windows are usually the result of improper installation or the failure of routine maintenance. It is imperative to operate all window products in your new home before your closing to make sure all fenestration products open and close properly and can securely keep air and water from entering your home.

WARNING: The window screens, frames, and fastening systems have been designed by the window and screen manufacturers to only keep most insects out of your home. The manufacturers have not designed the system to support any weight other than that of the screen itself, therefore, the screen system will not prevent children or pets from falling through open windows to the ground below. Parents should be careful to prevent children and pets from leaning against the screens.

9.1 Windows do not operate properly.

Performance Standard. All windows should operate as designed by the manufacturer.

Builder Responsibility. Adjust and/or repair window units that fail to function under manufacturer's operating directions within the first year.

9.2 Glass or Screen damage.

Performance Standard. Any broken, cracked, scratched glass or broken/ missing window screens should be noted by the owner at the time of closing and should be corrected by the Builder.

Builder Responsibility. None, except to correct defects noted prior to home closing. Defects occurring after that time are the owner's responsibility.

10.0 Doors.

Your new home is equipped with a variety of door types. These will react differently under various weather and humidity conditions. The exterior doors are equipped with a weather-stripping which provides a maximum seal against air filtration. Occasional spraying of graphite into key slots of lock sets, tightening of lock set screws, and keeper adjustment will assure you of proper operation of

your door locks. The sweep weather-stripping at the bottom of the door may require periodic adjustment or replacement as the material wears. Your sliding glass doors, if selected, will give you many years of service if you follow these suggestions: Periodic cleaning of the bottom track will allow the sliding panels to move freely. An occasional application of ordinary household "3-in-One" oil or silicone spray along the bottom track is also recommended. Be sure the drain holes are clear so that rainwater can flow out of the track. Sliding doors are not designed to be waterproof if hosed off with direct high pressure from a hose. On interior wood doors, a certain amount of expansion and contraction in width is normal due to the changing temperature and humidity. Doors will be wider in summer and in humid periods and narrower in dry weather conditions. Therefore, do not be hasty in adjusting, planing or cutting your door, as it will tend to correct itself. Bi-fold doors will need to be adjusted from time to time. Keep tracks, pivots and guides free of paint and dirt. A little wax or silicone spray applied to the guide edges of the tracks, or silicone spray applied to the same area, will allow the doors to operate smoothly.

10.1 Warpage of exterior and interior doors.

Performance Standard. Doors will warp to some degree. However, they should not warp to the extent that they become inoperable or cease to be weather-resistant.

Builder Responsibility. The Builder will correct inoperable doors.

10.2 Loosening or separation of veneer in doors.

Performance Standard. Veneer should not crack or separate during the first year of coverage.

Builder Responsibility. Builder should replace or repair any doors where the veneer has separated or delaminated during the first year of occupancy.

10.3 Interior door sticks, will not open or close without rubbing jamb material.

Performance Standard. A door slab should not be in contact with the jamb.

Builder Responsibility. The Builder to correct to tolerance.

11.0 Garage Door.

The moving parts of a garage door should be oiled and the torsion spring greased, about once every three months. The screws that tighten the hardware to the door should be tightened about once a year, or as necessary. Garage door handles should be regularly inspected by the Owner for possible jagged or sharp edges so that cuts and other injuries can be avoided.

11.1 Garage door fails to operate properly

Performance Standard. Garage doors should operate under normal conditions.

Builder Responsibility. The Builder shall correct or adjust garage doors as required.

Notes – Garage door openers added after closing by the owner may void the garage door warranty if not installed properly.

11.1 Water leaks under garage door.

Performance Standard. The minimal acceptable clearance between the bottom of the garage door weather strip and the floor is 3/16 inch. Because the seal at the door bottom is not air-tight, blowing winds may force rain under this seal. This is not a defect.

Builder Responsibility. The Builder to correct to meet tolerance.

12.0 Shower Doors.

12.1 Water leaks outside of shower door.

Performance Standard. Water should not leak outside the shower door from indirect splashing or from normal shower activity. Shower doors are not designed to take direct water spray from a shower head or handheld sprayers.

Builder Responsibility. The Builder to correct any significant leakage from indirect splashing onto shower doors.

13.0 Roofing.

If the roofing material on your new home is composition shingles, they are a “seal down” shingle. These shingles have a mastic applied to the underside of the shingle, and once the sun hits the roof with heightened temperatures, the mastic seals the upper shingle to the one beneath it. Special care should be taken to avoid damaging your roof when installing television or radio antennas or satellite dishes. A careless job can cause serious leaks. Excessive traffic (walking) on the roof can also cause damage. If shingles become loose, consult the Builder to make the repair. Also, roof trusses are not designed as a storage space. Extra weight added to the roof (such as solar panels) may disrupt the structural integrity of the truss support systems. The use of a structural engineer to determine if any additional support is required as well as the use of a reputable installer are both recommended when adding extra weight to the roof system. Special care should be taken when metal standing seam roofs have been installed. All roofing and flashing should be checked twice a year in order to maintain a good water-tight condition. Owners should take care when checking flashing and vents for cracked sealant, wind damage, and protruding nails. Shingles should be checked for loose or damaged sections. It is especially important to maintain sealant where flashing meets the brick. Gutter should be checked twice a year for leaves or other debris. Ice or snow build-up accumulation on the edge of your roof and on gutters (“Ice Damming”) can cause water leaks into your home. This kind of build up with alternate freezing and thawing can create a capillary effect that can drive water under your shingles and into the interior of your home. Owners need to monitor this build up and remove any excess snow and ice that has accumulated.

13.1 Roof leaks.

Performance Standard. Roof should not leak.

Builder Responsibility. The Builder should correct the performance standard. Note: On some occasions, a driving rain with high-wind velocity from a particular direction with relation to the shingle can produce a temporary leaking condition. Builder is not responsible for this condition.

13.2 Wind damage.

Performance Standard. Shingles should not blow off under normal conditions. However, in excessive high wind shingles may stand up in the air or possibly blow off if the shingles have not had ample sunlight and roof heat to activate the seal-down strip. Some shingles may require one full summer to complete the sealing process.

Builder Responsibility. Ensure installation is in accordance with manufacturer instructions.

13.3 Inadequate nailing or stapling of shingles.

Performance Standard. Shingles should be fastened in the proper location with the correct number and size fastener as specified in the manufacturer's instructions.

Builder Responsibility. Correct deficiencies to bring roof into compliance with installation requirements.

13.4 Shingle color mismatch.

Performance Standard. Manufacturers do not warrant uniform color. Some color mismatches occur from sun reflections, minor differences in colors between shingles in the same lots and the aging and weathering of shingles. Shade variations are to be expected and impossible to duplicate.

Builder Responsibility. None.

13.5 No Drip Edge on roof edge

Performance Standard. Drip edge is not installed and is not required.

Builder Responsibility. None.

13.6 Leaks in the ceiling caused by ice dams at edge of roof and in gutters.

Performance Standard. Ice dam build-up and the leaks they can cause are not a defect. It is the owner's responsibility to remove snow and ice so ice dams do not occur.

Builder Responsibility. None.

13.7 Water standing in gutters.

Performance Standard. When a gutter is unobstructed by debris, the standing water level shall not exceed 3/4inch in depth. Industry practice is to install gutters with minimal fall for ascetic purposes. Consequently, it is entirely possible that small amounts of water will stand in certain sections of the gutter after a rain.

Builder Responsibility. The Builder will correct to meet the Performance Standard.

13.8 Gutters and/or downspouts leak.

Performance Standard. Gutters and downspouts shall not leak, however, gutters may overflow during heavy rains.

Builder Responsibility. The Builder will repair leaks.

13.9 Leaks due to snow or rain driven into the attic through louvers or vents.

Performance Standard. Attic vents and/or louvers must be provided for proper ventilation of the attic space of the structure. However, snow and rain can enter the attic through these vents and louvers when certain conditions exist.

Builder Responsibility. None.

13.10 Moss, fungus and algae on roof.

Performance Standard. Sunlight obstructions such as northern exposure, shade, overhangs and trees may increase the build-up of moss, fungus and algae.

Builder Responsibility. None.

14.0 Insulation.

14.1 Drafts and temperature variation at mechanical penetrations.

Performance Standard. Mechanical penetrations of walls produce an air-flow passage whereby the cold or outside air can be drawn into the home.

Builder Responsibility. Caulk and seal open penetration.

14.2 Drafts around doors and windows.

Performance Standard. Proper installation, weather-stripping, caulking and insulating around these areas can minimize air passage. However, under certain temperature and wind conditions, some infiltration will occur.

Builder Responsibility. Inspect to verify that doors and windows are installed and adjusted correctly.

14.3 Movement of blown attic insulation.

Performance Standard. On occasion, due to attic ventilation or unusually high winds, blown-in attic insulation will tend to move from its original position. In such cases, it should be repositioned by the owner.

Builder Responsibility. None.

15.0 Drywall.

Any cosmetic imperfections in drywall finish should be noted before closing and will be repaired by builder. Any noted after closing will be the responsibility of the customer. In reviewing drywall problems which occur during the first year of service, it is necessary to include some explanatory material on the nature of the material and its performance during and after the initial stages of construction. In evaluating the need for drywall repairs, the general rule to be applied is, if the defect is readily noticed by visual inspection standing 6-feet away, it should be repaired.

However, due to the initial stabilization process which exists with the new home, it is impossible to correct each individual defect as it occurs. The entire house will tend to stabilize itself near the end of the service period, and one repair can be made when necessary, preferably near the end of the 11th month after closing, upon request by the owner. Repairs will be made no more than one time during the service period. Since drywall is a finished material, repairs will be slightly visible due to a color or texture mismatch after they have been made. The mismatch will be even more critical when a special textured finish has been employed. Where the repair has been made on a painted surface, the Builder will not be responsible for repainting. Drywall standards apply to finished living areas and not to unfinished basements or garage areas. In addition, small drywall repairs can be easily made by the owner with purchase of spackling compound, a putty knife and a sanding block from your local hardware store.

15.1 Visual defects, such as cracks, corner bead cracks and seam lines are generally caused by lumber stabilization.

Performance Standard. Any of the above defects, which can be readily determined by visual inspection from a distance of 6-ft. under normal lighting (daylight and/or the Builder-installed interior lights on) conditions, shall be repaired by the Builder, except where normal repainting will cover the defect, as in the case of the hairline crack.

Builder Responsibility. Repair to original finish as closely as possible, except the Builder has no responsibility to repair if tape cracking or breaking is caused by truss uplift. When a repair is the Builder's responsibility, repairs will be made only one time during the service period, preferably near the end of the 11-month period. The Builder is not responsible for repainting where repairs are made on a painted surface.

15.2 Defects caused by poor workmanship during installation such as blisters in the tape, excess compound in joints or troweling marks.

Performance Standard. Any defect should be noted before closing and repaired by the builder. Anything noticed after closing will be the owner's responsibility.

Builder Responsibility. None

15.3 Cracks or breaks in tape where walls meet insulated ceiling.

Performance Standard. Cracks or other cosmetic issues where interior walls meet an insulated ceilings are caused by the bowing of the roof trusses. Roof trusses will rise in the winter, especially when the bottom chord of the truss is surrounded by a thick layer of insulation that prevents the bottom chord from obtaining the same temperature and moisture content as the top chord. This lifts the ceiling drywall and cracks the tape.

Builder Responsibility. None.

15.4 Hairline cracks and nail pops.

Performance Standard. Hairline cracks and nail pops are a normal part of the stabilization process.

Builder Responsibility. None. However as courtesy The Builder will repair nail pops during our one time repair.

15.5 Repaired textured ceiling or walls do not match.

Performance Standard. Texture and color variations are to be expected.

Builder Responsibility. None.

16.0 Painting, Staining & Varnishing.

The purpose for painting is more than decoration, in that paint or stain protects exposed surfaces from the weather. Preservation is the primary purpose for painting, varnishing and staining, and the intent is to produce a surface sealed from moisture penetration. Differences in the wood grain and the manufacturing process can cause porosity variations which will then cause color variations of the finished product. This can even occur within one board as well as different pieces from the same lot. Due to the length of the stabilization process of a new home, it is recommended for the owner's protection that no wallpaper or other decorative finishes be installed during the first year of occupancy.

16.1 Exterior paint or stain peeling, chalking or fading except gutters, downspouts or other sheet metal areas.

Performance Standard. The occurrence of peeling, chalking or fading, except through normal oxidation process, should not occur during warranty period.

Builder Responsibility. The Builder will repaint the affected areas. The repainted area will be similar in color but will not be an exact match to surrounding area. The Builder does not guarantee any color match.

16.2 Painting required as a result of other repair work, except drywall.

Performance Standard. The Builder will repaint new areas or repaired areas where painting has been affected (except drywall repairs)

Builder Responsibility. The Builder will repaint the affected areas. The repainted area will be similar in color but will not be an exact match to surrounding area. The Builder does not guarantee any color match.

16.3 Varnished or stained millwork which deteriorates due to weather conditions (inclusive of sunlight).

Performance Standard. Trim and millwork must be cared for like furniture, it cannot be scrubbed. Due to varying weather conditions, including exposure to sunlight, the finish on varnished or stained millwork cannot be warranted. Varnished or stained millwork requires more frequent refinishing than do painted surfaces.

Builder Responsibility. All stained millwork should have a minimum of one coat of stain and one coat of sealer or polyurethane.

16.4 Insufficient coats applied.

Performance Standard. The Builder is responsible to apply the number of coats specified in the contract. Pre-primed millwork has a prime coat. The number of prime coats and final coats shall be the same throughout the house unless otherwise specified in the contract.

Builder Responsibility. Provide the proper number of coats. If a prime coat has been omitted an additional final coat may be added as a substitute.

16.5 Wall covering losing adhesion or experiencing other defects.

Performance Standard. Not Covered

Builder Responsibility. None. Wall coverings not warranted.

16.6 Owner's wall covering or owner's painting is affected by related repairs.

Performance Standard. The owner should inspect the surface prior to painting or papering. Since the work was done by the owner, the owner accepted the surface as satisfactory for the original work at the time of installation. The owner is responsible for any subsequent paint and paper repairs to that surface.

Builder Responsibility. None.

16.7 Wash ability of painted surfaces.

Performance Standard. Washable as defined by paint manufacturer.

Builder Responsibility. None. The Builder makes no representation about the wash ability of paint.

16.8 Color variation of stained woodwork.

Performance Standard. Stain color will vary in look on different types of wood. Stain color may vary even though the wood type is the same because of the grains.

Builder Responsibility. None.

17.0 Bath Accessories

Performance Standard. Bath accessories such towel bars, paper towel holder are not warranted.

Builder Responsibility. None.

18.0 Floor Coverings.

All types of flooring are subject to conditions and stresses of the surfaces to which they are applied. These conditions and stresses include, but are not limited to, expansion and contraction, warpage, settling, moisture and temperature fluctuations which usually occur during the stabilization period. This section concentrates on the installation and workmanship of flooring products which are the Builder's responsibility. The quality (of the product itself not considering installation) and durability of flooring products are judged and warranted according to the manufacturer's specifications and warranties. It is recommended that the owners familiarize themselves with the manufacturer's warranties. Since dirt and grit can permanently damage resilient flooring, it is important to clean the flooring frequently. It is important to use only those cleaning products recommended by the manufacturer.

19.0 Sheet Vinyl Flooring.

All resilient flooring is subject to normal manufacturing tolerances, which may be noticed within the same pattern when replacement or repair work is performed. "Dye Lot" refers to a limited quantity of material produced at a given time. There are differences noticeable in the same pattern of flooring produced from one dye lot to another, such as: color, texture, and pattern variations. A common flooring problem occurs when a repair is needed and there is not an exact match between the replacement and existing flooring due to dye lot variations. Other factors outside the Builders' control which may contribute to the impossibility to make an exact match, even within the same dye lot, are: wax and cleaning product build-up on the existing floor, environmental differences such as sunlight variations, chemical reactions, etc. Also, it may be impossible for the Builder to obtain the same pattern if it has been discontinued from production. The surface of many resilient floors may be permanently deformed when subjected to high concentrated loads such as unprotected furniture legs. It is recommended that all furniture used on resilient floors have protectors to help preserve flooring. Wheeled casters can damage resilient flooring. Because of the above-mentioned factors and normal wear and tear, the owner should expect some noticeable difference to repaired resilient flooring; however, the Builder should attempt to match as close as possible the pattern, color and texture of the existing flooring. Tears, cuts, or scrapes in the finished surface are not the Builder's responsibility unless such defects are identified prior to the Owner taking occupancy of the home. If the Builder chooses to replace material, the Builder will not be responsible for discontinued patterns or color variations in the floor covering.

19.1 Nail or staple pops appear on the surface of sheet vinyl flooring.

Performance Standard. Readily apparent nail pops shall be repaired.

Builder Responsibility. Correct all nail or staple pops which have not broken the surface of the goods by driving the fasteners back into place. Replace any defined pattern areas where the fasteners have broken the surface of the sheet vinyl flooring. Plug or replace sheet goods in the minimum area where the joint will not be readily noticeable where the fastener broke the surface.

19.2 Seams or ridges appear in the sheet vinyl flooring due to subfloor irregularities.

Performance Standard. Readily apparent depressions or ridges exceeding 3/16-inch shall be repaired. The ridge or depression measurement is taken at the gap created at one end of a six-inch straight-edge placed over the depression or ridge with 3 inches of the straight-edge on one side of the defect, held tightly to the floor.

Builder Responsibility. The Builder will take corrective action, as necessary, to bring the defect within Performance Standard so that the affected area is not readily visible.

19.3 Sheet Vinyl flooring lifts, bubbles, or becomes unglued at joint.

Performance Standard. Sheet Vinyl flooring should not loosen during the normal warranty period unless it is caused by the owner's negligence or excess use of water.

Builder Responsibility. Providing the edges are still intact, re-secure the material. If not, repair or replace the affected resilient flooring as required.

NOTE: Perimeter glued vinyl may be able to be lifted, especially at a distance from the glued edges. This is intentional and is not a defect.

19.4 Shrinkage gaps show in sheet vinyl flooring.

Performance Standard. Gaps shall not exceed 1/16-inch in width. However, where dissimilar materials abut, larger gaps may appear.

Builder Responsibility. Repair as necessary.

19.5 Shrinkage of sheet goods at baseboards and door jambs.

Performance Standard. Shrinkage shall not exceed 1/16-inch from baseboard to material installed.

Builder Responsibility. Toe strip and/or caulking shall be applied.

20.0 Ceramic Tile.

A separation between the tub and the wall tile and/or cracking of joints between ceramic tile and tub and shower stall corners may occur because of moisture and normal settlement in these areas.

The weight of water and a bather also contribute to such separation. This is a normal owner's maintenance function, and can be remedied by simply removing the old grouting and filling the crack with a new grouting compound available at hardware stores. This situation may develop periodically, depending on living habits and maintenance. Grout should be inspected every three months. If you have chosen ceramic tile flooring in your new home, consider the following maintenance hints. Some cracking or chipping of the grout is considered normal, due to shrinkage and normal deflection of the subfloor. You can repair simply by filling with a commercial grouting of the same color. Although durable, some caution must be exercised to avoid cracking tiles with heavy objects. It is recommended that you install a "Ceramic Seal and Finish" product immediately after you move into your new home, and at a minimum of every two years thereafter. This sealing will reduce stains and discoloration of the grouting.

20.1 Cracks appear at joints in ceramic tile.

Performance Standard. Cracks at the joints of ceramic tile are common due to the settling process, especially between the horizontal and vertical surfaces or the butting of dissimilar materials. Regrouting of these cracks is a maintenance responsibility of the Owner

Builder Responsibility. None.

20.2 Ceramic tile cracks or becomes un-cemented.

Performance Standard. None

Builder Responsibility. Cracked tiles will not be replaced by builder unless caused by irregular subfloor movement. Re-cement any loose tiles, unless the defects were caused by the owner's negligence. The Builder will not be responsible for discontinued patterns or color variations in ceramic tile but will match as closely as possible.

21.0 Hardwood, Luxury Vinyl Plank (LVP) or Laminate Flooring.

Hardwood flooring, (whether pre-finished or sanded and finished on the job), because of its very nature as a wood product, may expand, contract, cup and warp due to seasonal moisture and temperature variations in the home. Because of these changes taking place in the wood itself, separations or gaps will be seen between individual boards and at butt edges. Some color fading or irregularities may occur due to exposure to sunlight. It should be noted that these characteristics will not necessarily be consistent throughout the entire floor area. All of these situations should be expected and will warrant no concern or correction. It is widely accepted within the industry that vertical displacement between the boards be no greater than the thickness of a credit card. Hardwood, LVP or Laminate surface can be scratched. Care must be taken to protect the surface, especially in high traffic areas. Chair and table legs and high heel shoes will cause damage to the surface. You should take precautions to protect flooring and follow recommended cleaning procedures.

21.1 Gaps appearing in Hardwood, LVP or Laminate flooring at seams and butt joints.

Performance Standard. Hard flooring will meet the warranty specification of the manufacture as it relates to Gaps.

Builder Responsibility. The Builder will repair gaps that exceed the manufactures warranty specification. The Builder is not responsible for discontinued flooring or different graining or color variations in the wood. The Builder will match the existing floor as closely as possible. Face nailing on wood floors is commonly used for repairs.

21.2 Hardwood, LVP or Laminate flooring cracking, tapping or popping sounds under normal foot traffic.

Performance Standard. Because of the nature of the product, Hardwood, LVP or Laminate flooring cracking, tapping or popping sounds are unavoidable.

Builder Responsibility. None.

21.3 Subflooring loose under hardwood flooring.

Performance Standard. The Builder to repair loose subfloor by nailing through the face of the hardwood.

Builder Responsibility. Re-nail or repair as necessary. Face nailing on wood floors is commonly used for repairs.

21.4 Scratches or gouges in Hardwood, LVP or Laminate floors which appear during construction.

Performance Standard. Obvious scratches or gouges should be addressed if found prior to closing.

Builder Responsibility. Repair in a workmanlike manner. Puttying and re-staining is acceptable.

22.0 Carpet.

Carpeting is manufactured in a variety of weaves, patterns, weights, and grades. Carpeting is subject to the same type of dye lot considerations as mentioned above in the sheet vinyl flooring section. It is very important to stress the required maintenance involved to get the best wear possible from carpeting. It includes: frequent and thorough vacuuming, prompt clean-up of spills and stains, periodic professional care and cleaning, and other maintenance recommended by the manufacturer. Carpet which has specific trademarks (i.e. Stain Master, Scotch Guard, etc.) are not impervious to staining; however, they are less prone to permanent staining and usually cleanup better than carpet without such trademarks.

22.1 Color variation of carpet.

Performance Standard. Color may vary from dye lot to dye lot.

Builder Responsibility. None.

22.2 Carpet seams visible.

Performance Standard. Carpet seams will be seen at times due to the fabric type of carpet, sunlight and grain of fabric. Carpet grain in a room should run in the same direction. Seams should be installed according to the manufacturer's carpet installation standard. Especially in large rooms where a seam is needed near the middle of the room, carpet may appear lighter on one side of the seam due to light refraction.

Builder Responsibility. None, unless seams are installed with a gap of $\frac{3}{16}$ -inch or more or if backing is overlapped.

22.3 Carpet Shedding.

Performance Standard. Carpet that is non-continuous filament will shed. This is not a defect.

Builder Responsibility. None.

23.0 Water Intrusion, Moisture and Mold.

Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plant and other organic material. Mold spreads by creating reproductive cells known as "spores." Mold spores are airborne and can enter a home through open doors and windows, by attaching to a person's skin, clothing or other belongings, or by attaching to the fur of a pet. Residential home construction is not, and cannot, be designed to exclude mold spores from a home. If the growing conditions are right, mold spores can grow in your home. Most owners are familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabric, carpet or even wallpaper; or by building materials, such as drywall, wood and insulation, to name a few. Also, mold growth requires a temperate climate. Active growth can occur at temperatures between 40° F and 100° F. Mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By eliminating water intrusion, keeping humidity levels under 45% and by minimizing sources of moisture, an owner can reduce or eliminate mold growth. Monitor your humidity levels on all floors of your house with humidistat. If your home has a humidifier turn it off in the warm months. If humidity exceeds 45%, the owner should purchase an adequately-sized dehumidifier to return the humidity levels back under 45%. Installing a de-humidifier in the basement immediately after move-in is highly recommended. Moisture in the home can have many causes; spills, leaks, overflows, condensation, cooking, bathing, showering and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. Keep an air conditioner running in warm months as the air conditioner coils help reduce the humidity in your home. Moisture problems should be attended to immediately upon detection, because mold growth occurs within 24 to 48 hours if the conditions are favorable. Early detection will afford an owner a better chance of controlling the problem, and will cost significantly less to remedy. The owner is responsible for maintaining the recommended home humidity levels and for periodically inspecting the home for plumbing leaks, checking dryer vent for proper connection and operation, running bath fans when in shower, running exhaust vents when cooking on stove top, caulking around windows and doors, monitoring for visible evidence of excessive moisture or mold growth and performing routine

maintenance on the home in order to keep the home in good repair and condition. The owner should contact the Builder immediately if it appears that abnormal amounts of moisture are accumulating in the home, if a water leak is discovered or mold is found. The Builder is not responsible for any damage resulting from the failure of the owner to promptly notify the Builder of the presence of excessive moisture or mold once the owner is aware of such condition. The Builder will only be responsible for mold remediation when the source of moisture that caused the mold is a direct result of a building defect or mechanical problem that occurs within the applicable warranty period. The Builder will not be responsible for any damages caused by mold or by any other agent arising from or connected with the mold for property damage, personal injury, emotional distress, death or adverse health effects.

23.1 Moisture intrusion and/or resulting mold growth arising from defective construction on the part of the Builder.

Performance Standard. There should not be defects in the home construction that results in mold growth.

Builder Responsibility. The Builder or the Builder's representative should visit the home and assess the origination of the problem in a timely manner. If the water intrusion and/or mold growth is a result of defective construction, the Builder should promptly make repairs as necessary as determined by the Builder. The owner is responsible for timely cooperation with the Builder in order to allow the Builder the opportunity to inspect the home and to make such repairs. The Builder will remove materials with mold and will clean up auxiliary mold on nearby surfaces. If there is more than 10 square feet of mold, then the Builder will contract with a licensed mold remediation company to remediate the mold and supply a clean air test when they have completed their remediation.

23.2 Condensation, frost or ice build-up on interior window surfaces.

Performance Standard. Due to weather conditions and interior humidity factors, condensation, frost, and/or ice build-up may occur.

Builder Responsibility. None.

23.3 Condensation between the glass.

Performance Standard. Condensation between the glass should not occur.

Builder Responsibility. The Builder will replace the glass during the first year of coverage.

24.0 Caulking.

Caulking around all exterior openings should be inspected by the Owner every spring and fall. Caulking can easily be repaired with caulking compound which can be purchased from most hardware stores.

24.1 Leaks in exterior walls due to caulking.

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

Builder Responsibility. None. Properly installed caulking will shrink and must be maintained by the Owner during the life of the home.

-----**Variable Year Coverage Items (as listed below)**-----
Fixtures & Appliances are subject to manufactures warranty only

25.0 Heating and Air Conditioning.

Owner's experiencing heating or cooling problems should check to see if the filters need to be replaced. In addition, verify the furnace switch has not been accidentally turned off. If a cooling issue is occurring, look at the AC coil atop the furnace and feel if it is frozen. If so, turn off the furnace and AC for a few hours and let the coils thaw out.

25.1 Insufficient heat. (2 years)

Performance Standard. The Builder shall install a heating system capable of maintaining an inside temperature of 70°F. as measured in the center of each room at a height of 5-feet above the floor and when outside temperature is 0°F. Up to a 6°F temperature difference in different rooms and from floor-to-floor is considered acceptable. Such temperature differences should only be measured in Finished Rooms. "Finished Rooms" shall mean rooms which have been enclosed with drywall or plaster and which contain heating and cooling ducts.

Builder Responsibility. The Builder will correct heating system to provide the required temperatures.

25.2 Inadequate Cooling. (2 years)

Performance Standard. The cooling system, shall maintain an inside temperature of 75°F, as measured in the center of each room at a height of 5-feet above the floor when the outside temperature is 90°F. Temperature at the thermostat will be plus or minus 3° F from the set point temperature. In the case of outside temperatures exceeding 90°F, a differential of 15°F from the outside temperature will be maintained. Up to a 6°temperature difference in different rooms and from floor-to-floor is considered acceptable. Such temperature difference should only be measured in Finished Rooms.

Builder Responsibility. Builder will correct cooling system to meet temperature conditions, in accordance with performance standard.

25.3 Ductwork noise. (2 years)

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

Builder Responsibility. None.

26.0 Plumbing

Your sump pump (if your home is equipped with one) should be checked periodically, and if there is a float, it should be inspected to verify it is operating freely. The sump crock should be flushed periodically to keep sediment from building up, any debris found in the crock needs to be removed or sump can fail to operate. For ease of operation, the use of silicone spray on the float and other moving parts is recommended. Power outages will affect the operation of the sump pump. It is highly recommended to install a battery-powered back-up sump pump system for protection of a finished basement or stored items contained within. When freezing temperatures are forecasted, hoses need to be removed from the hose bibs or the trapped water will cause the bib to freeze and cause water damage inside of your home. Also when temperatures fall below 15°F it is advised to open up all cabinet doors with water lines and allow heat to flow to them so they do not freeze. In addition, always leave faucets dripping if in the case a plumbing lines do freezes, when it thaws it the dripping water will relieve the pressure so the pipe does not burst. Care should be observed to avoid disposal of paper towels, heavy tissue, sanitary products, and other such materials into plumbing fixtures in order to minimize the possibility of clogging. The owner is also responsible for maintaining suitable temperatures, not below 65°F, in the home as a safeguard against freezing pipes.

Each plumbing fixture in your home has a drain “trap”, a piece of drain pipe designed to provide a water barrier between your home and the possible odor of sewer gas. This “trap” holds water which prevents the airborne bacteria and an odor of the sewer gas from entering the home. If a fixture is left unused, it should be turned on at regular intervals to replace evaporating water and to ensure that the trap barrier remains intact. Periodically refill the traps of unused

26.1 Sewer Clogs (30 days coverage)

Performance Standard. Within 30 days after closing sewer waste lines that Builder installed shall not become clogged due to construction debris or due to failure of Builder to correctly install waste pipe.

Builder Responsibility. Builder will correct plumbing clogs as according to performance standard. After thirty (30) days of occupancy, the Builder will not be responsible for sewer clogs unless it is determined that faulty materials or workmanship have been employed or the original installation was improperly completed.

26.2 Exterior Sewer, Water, Electric and Sump Lines (1 year)

Performance Standard. Within 1 year after closing exterior sewer, water, electric and sump operate as designed.

Builder Responsibility. Within 1 year after closing Builder will repair exterior sewer, water, electric and sump lines installed by Builder if it is found that a failure was caused by a

defective installation by the Builder. Defects caused by ground movement, natural causes, owner, or 3rd parties will not be covered.

26.3 Leakage of any kind of piping. (2 years)

Performance Standard. No leaks of any kind should exist in any soil, waste, vent or water pipe except where a soil pipe leaks due to flooded or inoperative septic system.

Builder Responsibility. The Builder shall make necessary repairs to eliminate leakage.

26.4 Defective plumbing fixtures, appliances, or trim fittings. (Subject to manufactures warranty)

Performance Standard. Fixtures, or fittings will function as designed.

Builder Responsibility. The Builder will replace any defective fixture, fitting, or appliance which does not meet acceptable standards.

26.5 Faucet leak or valve leak. (Subject to manufactures warranty)

Performance Standard. No valve or faucet should leak because of defects in either material or workmanship.

Builder Responsibility. The Builder will repair or replace the leaking faucet or valve.

26.6 Fixtures do not hold water. (2 years)

Performance Standard. Stoppers on fixtures should retain water for a sufficient length of time to accomplish the fixture's intended use.

Builder Responsibility. The Builder to correct until fixture holds water to meet Performance Standard.

26.7 Chipped, cracked, scratched, warped, and plumbing fixtures and/or tubs. (None after closing)

Performance Standard. Chipped, cracked, scratched, warped, or defective plumbing fixtures should not be present prior to home closing.

Builder Responsibility. Builder to repair or replace chipped, cracked, scratched, warped, defective fixtures or tubs at builder's discretion on repair before home closing. If noticed after closing, builder has no responsibility.

26.8 Stopped-up sewers, fixtures, and drains. (30 Days)

Performance Standard. Sewers, fixtures, and drains should operate properly to accomplish their intended function.

Builder Responsibility. Because sewers, fixtures, and drains can easily be clogged through the owner's negligence, the Builder shall make the necessary repairs to get the sewer in proper operating condition within the first 30 days after home closing. If a clog occurs, it is

the owner's obligation to contact builder to schedule plumbing service. If it is determined the source of the clog is due to owner negligence, or for reasons outside of the Builder's control, then the owner shall be responsible for all costs of service and repair. In the event that the owner does not use builder's plumber as noted above, builder will not be responsible for any charges.

26.9 Hot water is slow to get to certain faucets. (None)

Performance Standard. Hot water travel time to fixtures will vary depending on size of house and length of water lines.

Builder Responsibility. None. Amount of time it takes to get hot water to your faucets is not warranted.

26.10 Noise in water pipes. (None)

Performance Standard. Noise in the water pipes or drain lines is normal. Noise can be caused by normal water flow or by expansion or contraction of the pipe itself.

Builder Responsibility. None

26.11 Sump pump does not operate. (Subject to manufactures warranty)

Performance Standard. Sump pump should operate according to the manufacturer specifications.

Builder Responsibility. The Builder shall repair or replace malfunctioning sump pump.

26.12 Hose bibs leaking or malfunctioning. (2 Year)

Performance Standard. Hose bib should operate as designed, providing the owner has removed the hose and any attachments from the spigot during the cold weather.

Builder Responsibility. Inspect the hose bib for proper installation. If installation was incorrect, replace hose bib. If installation was correct, the Builder responsibility is none.

26.13 Pipes freeze/burst. (1 Year)

Performance Standard. Pipes should not freeze if insulated properly and temperatures remain no lower than 10°F.

Builder Responsibility. Correct the situation to prevent pipes from refreezing. The correction will involve opening the walls, floors & ceiling for access to the pipe and either adding or replacing insulation which may have moved during the construction process, heat wire, or leaving a permanent vent into the warmer space to prevent the freeze from reoccurring. If pipes burst builder shall repair pipes.

27.0 Water Wells.

A well water system utilizes groundwater contained in soil and rock pores and is susceptible to pollution from contaminants that move through the soil and filter down to the groundwater. Do not store toxic or hazardous substances near your well. Protect the well head from cars, mowers, or other traffic, which may damage it. Have your well inspected and sampled regularly by your local health department or qualified independent lab to assure it is properly protected.

Do not overuse or abuse pesticides, herbicides and fertilizers, when in use, follow directions carefully. Do not flush toxic or hazardous substances down the toilet or pour such substances into home drains, storm drains or onto the ground surface. Many Health Departments recommend you have your well tested after any repairs are made to your well or if you notice a change in the taste or color of your well water. Your Health Department or independent lab can test your well for bacteriological quality and conduct chemical analysis for certain substances such as iron, acidity, or hardness.

27.1 Well supply system fails to deliver water.

Performance Standard. All well systems shall be designed and installed in accordance with all approved building, plumbing, and health codes.

Builder Responsibility. The Builder will repair if failure is the result of defective workmanship or materials during the warranty period. If conditions beyond the Builder's control disrupt or eliminate the sources of the supply, the Builder will have no responsibility. This Warranty does not cover pot ability or quantity of well water, provided the well water complies with all applicable permitting requirements at the time of settlement.

27.2 Well water appears to have sediment or a high levels of minerals.

Performance Standard. This Warranty does not cover quality of well water or its pot ability.

Builder Responsibility. None.

Note: Wells can shift and settle causing sediment to get into the well. Generally, it is advised to open the hose bib and allow water to run until the sediment clears up.

28.0 Electrical.

In order for the electrical system to perform properly, it is important that the system be used in the manner in which it was designed. Appliances using large amounts of current, such as freezers and refrigerators connected to a GFCI/AFCI outlet may cause it to trip. A dedicated outlet for such appliance should be used. This tripping should not be viewed as a nuisance, but a warning that the circuit is overloaded. It is the owner's responsibility to ensure that the circuits are not overloaded. If a service call to repair an electrical problem reveals that the problem is due to overloading by the owner, the owner shall pay for the service charge and any subsequent expenses.

Note: If an outlet is not functioning check:

1. To see if outlet is operated from a wall switch
2. If outlet is connected to a GFCI, confirm that the connected GFCI is not tripped.
3. Check main service panel for a tripped circuit breaker.

If lights are not working please make sure the bulb is not burnt out.

28.1 LED/CFL Lights dim or flicker (None)

Performance Standard. Lights may flicker or dim due to start of some appliances or motor driven equipment. LED/CFL lights can flicker and this can be caused by appliances or fixtures creating too much “noise” on the lines, or other conditions outside of builder’s control.

Builder Responsibility. The Builder to check wiring for original equipment per manufacturer requirements and local building codes. The Builder to repair wiring if not in conformity. The Builder is not responsible for flickering.

28.2 Fuses blow or circuit breakers trip. (2 Year)

Performance Standard. Fuses and circuit breakers should not activate under normal usage, except in the case of GFCI outlets which are susceptible to moisture and/or weather conditions. Ground fault interrupters and arc faults are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily. Ground fault interrupters are required in outlets located in the garage, kitchen, bath, and powder room, along with all exterior outlets. Ground fault interrupters should operate as intended.

Builder Responsibility. Inspect wiring to insure conformity with the local electrical code requirements. Repair wiring if not in conformity. If problem is due to owner equipment or misuse, the owner shall pay for the service charge.

28.3 Recessed electrical fixtures shut off. (2 Year)

Performance Standard. Recessed electrical fixtures are manufactured with a device that forces the unit off should overheating occur.

Builder Responsibility. The Builder to inspect fixture for proper installation and repair as necessary.

Note: Install replacement light bulbs that do not exceed recommended wattage by manufacturer for any fixture.

28.4 Light fixtures appear tarnished. (None)

Performance Standard. Fixtures can tarnish and lose luster to their finish.

Builder Responsibility. None. Exterior light fixtures will tarnish. The Builder has no responsibility to correct.

