10-YEAR NEW HOME LIMITED WARRANTY AGREEMENT

BACKED BY Liberty Mutual

QUALITY BUILDERS WARRANTY

QUALITY BUILDERS WARRANTY CORPORATION
3500 Market St, Ste 204
Camp Hill, PA 17011

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LIMITED WARRANTY AGREEMENT

I. Introduction

Quality Builders Warranty Corporation ("QBW") administers a program whereby homebuilders registered with QBW enroll homes they construct in the program. Although homeowners are responsible for the regular maintenance of the newly-constructed home, this program allows Builders to warrant the new home will be free from specified deviations from the Warranty Standards set forth in Part V of this Agreement and from structural defects as defined in Part II of this Agreement.

NOTE: This Limited Warranty Agreement includes a procedure for informal settlement of disputes, which includes binding arbitration. The Parties each agree that the provisions of the Limited Warranty Agreement involves and concerns interstate commerce. The binding arbitration provisions of this Limited Warranty Agreement shall be governed by the procedures of the Federal Arbitration Act (9 U.S.C. § 1, et seq.).

Homeowners should read this entire Agreement carefully in order to understand the protection which it provides, the exclusions which are applicable to it, and the Warranty Standards according to which the Builder's compliance will be measured. Any dispute as to whether any item is warrantable, or exceeds warranty standards, shall be resolved through the Complaint and Claim Procedure set forth in Part VI of the Limited Warranty Agreement. It is agreed that Part VI shall be the exclusive method to resolve any claim, complaint or controversy arising from, or in any way relating to the Limited Warranty Agreement. For additional information, contact QBW at (800) 334-9143.

The following pages describe in detail the QBW Limited Warranty Agreement. Part II defines the transactional terms used in the Agreement. Part Ill sets out the problems and defects not covered by this Agreement. Part IV highlights the protection provided by the Agreement, the rights and responsibilities of the parties, and other general terms and conditions that affect coverage under the Agreement.

Part V sets forth the technical Warranty Standards against which the Builder's compliance will be measured. Part VI details the procedure for filing complaints under the Agreement. Homeowners should carefully review the complaint procedure in order to preserve their rights under this Agreement. Finally, this Agreement contains the Enrollment form to be completed by the parties who want to take advantage of the protection offered through this Limited Warranty Agreement. The Enrollment form must be signed by the parties and returned to QBW with the proper warranty fee or the warranty will not be in effect.

Homeowners should note that this warranty is automatically transferable without cost to subsequent Purchasers of the home during the life of the Agreement. This warranty is non-cancelable by QBW or its Insurer.

II. Definitions

For the purpose of this Agreement, and as used in this Agreement, the following definitions shall apply:

A. **Purchaser/Owner.** The Purchaser shall include the first person to whom the home is sold and any and all successors in title, lessees having a leasehold interest in the home of at least 50 years, and a mortgagee in possession.

B. **Builder.** The person, corporation, partnership or other entity, which is a participating member of QBW, who is a named insured under the Insurer's policy.

C. **Insurer.** The established insurance company which insures the performance of warranty obligations at the time this Agreement is executed.

D. **Home.** A single-family dwelling unit or a two-or-more unit structure which may be conveyed as a single unit. As used in the Agreement, the common elements which comprise the building in which a condominium unit is situated are also included in the definition of "Home."

E. **Major Structural Defects.** Only actual physical damage to the following load bearing segments of the home and only such damage caused by failure of such load bearing segments which affect their load bearing functions to the extent that the home becomes unsafe or unlivable:
   1. Columns;
   2. Bearing walls and partitions;
   3. Floor systems (structural slabs, joists and trusses only);
   4. Roof framing members and systems (rafters and trusses only);
   5. Foundation systems and footings (which are an integral part of the home and structurally attached);
   6. Load bearing beams;
   7. Girders;

8. Lintels (other than lintels supporting veneers).

Examples of non-load bearing elements which are ***not*** considered major structural segments include, but are not limited to:

1. Brick, stucco, or stone veneer;
2. Finish flooring material and floor coverings;
3. Plaster, lathes, or drywall;
4. Wall tile or paper and other wallcoverings;
5. Non-load bearing partitions and walls;
6. Doors, windows, trim, cabinets, hardware, insulation, paint, stains;
7. Appliances, fixtures or items of equipment;
8. Heating, cooling, ventilating, plumbing, electrical, and mechanical systems;
9. Roof shingles, tar paper, all sheathing and other surfacing material;
10. Any type of exterior siding;
11. Concrete floors;
12. Decks and porches;
13. Water seepage in basement or crawl space after the first year of coverage.

F. **Soil Movement.** Subsidence, expansion, erosion, lateral, or any other movement of the soil, but excluding floods and earthquakes.

G. **Fixtures, Appliances and Equipment.** Water heaters, pumps, refrigerators, compactors, garbage disposals, stoves, ranges, dishwashers, washers, dryers, bathtubs, sinks, commodes, faucets and valves, lights and fixtures, switches, outlets, circuit breakers, thermostats, furnaces and oil tanks, humidifiers, oil purifiers, ventilating fans, air conditioning material and similar items.

H. **Electrical System.** All wiring, electrical boxes, and connections up to the public utility connection.

I. **Plumbing System.** All pipes, supply and waste, and their fittings, including septic tanks and their pipe drain fields, on-site wells as well as gas supply lines and vent pipes.

J. **Cooling, Ventilating and Heating Systems.** All ductwork, refrigerant lines, steam and water pipes, registers, convectors and dampers.

III. Exclusions

In addition to the non-load bearing elements excepted from the definition of Major Structural Defects, the following damages, losses, deficiencies or defects are not covered by this Agreement (in addition to those named on the Enrollment form of this Agreement):

A. Damages or losses not caused or created by the Builder or its employees, agents or subcontractors, but resulting from accidents, riots, civil commotion, acts of God or nature, including but not limited to, fire, explosion, smoke, water escape, changes in the underground water table (underground springs, etc.), wind storms, hail, lightning, fallen trees, aircraft, vehicles, floods, earthquakes, mudslides, wind driven water, reflection of the sun or volcanic eruptions.

B. Any deficiencies in or damage caused by material or work supplied by anyone other than the Builder or its employees, agents, or subcontractors.

C. Loss or damage resulting from the Purchaser's failure to minimize such loss or damage or to notify Builder or QBW or the Insurer, as provided herein.

D. Normal deterioration or normal wear and tear.

E. Losses or damages to or resulting from defects in improvements which are not part of the house, defects in outbuildings, such as detached garages and carports, swimming pools, detached recreational buildings and facilities, defects in driveways, walkways, streets, street creep, patios, decks, boundary and retaining walls, bulkheads, fences, lawn sprinkler/irrigation systems and landscaping of all types, including damage to trees, etc. during the course of construction, French drains, sink holes and dry rot.

F. Soil Movement, including subsidence, expansion or lateral movement of the soil, which is covered by any other insurance or for which compensation is granted by legislation or public funds. Any loss or damage caused by buried debris or other conditions which were not reasonably foreseeable on a building site. Any damage resulting from any defect which is covered by any other insurance or for which recovery is granted by legislation or public funds. Damage due to subsidence, expansion, or lateral movement of soil that has not been located or relocated by the Builder.

G. Following year one, loss or damage resulting to or from concrete floors of basements, attached garages and chimneys and other structural elements of the home that are not part of the load bearing structure of the home. Also excluded after year one are losses or damages resulting to or from all components of structurally attached decks, balconies, patios, porches, porch roofs, porticos and truss uplift.

H. Any loss or defect which arises when the home is used for non-residential purposes.

I. Losses resulting from damages to real property other than to the home itself.

J. Damage caused by insects, squirrels or other animals or rodents.
K. Loss or damage resulting from, or aggravated by changes to the real property, by anyone.
L. Any claim reported to QBW after an unreasonable delay or later than thirty (30) days after the expiration of this warranty on that item, or not filed in the manner set forth in this Limited Warranty Agreement.
M. Loss or damage resulting from, or aggravated by, or occurring to modifications or additions to the home made after occupancy (other than those performed to meet the obligations of this Agreement).
N. Personal property damage or bodily injury or punitive damages and/or legal fees.
O. Loss or damage resulting from failure to maintain proper humidity levels in the home, or aggravated by dampness or condensation caused by the Purchaser not maintaining proper ventilation.
P. All consequential damages, including but not limited to costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repair. Excluded consequential damages also include damage resulting from non-covered or expired items, such as wood rot from water infiltration reported to QBW after year one.
Q. Any defect which does not result in actual physical damage to the home.
R. Any defect, damage or loss which is caused or aggravated by failure of anyone other than the Builder, its agents, employees or subcontractors to comply with the manufacturer's warranty requirements concerning appliances, fixtures or equipment.
S. Failure of the Builder to complete construction of the home or any part of the home on or before the effective date. An incomplete item is not considered a defect.
T. Loss or damage resulting from toxic or carcinogenic or suspected carcinogenic fumes or substances, such as, but not limited to, acids in the soil, radon, radon gas, radon daughters or mold.
U. Water infiltration into a basement or crawl space after year one.
V. Loss or damage resulting from, or aggravated by, negligent maintenance or operation.
W. Any loss or damage resulting from the weight and/or performance of any type of waterbed or other furniture excessive in weight or other abnormal loading of floors.
X. Any loss or damage resulting from a loss in the water supply, or potability or clarity of water supply.
Y. Solar panel systems or their installation or operation.
Z. Standing or ponding water on the property which does not directly affect the immediate area surrounding the foundation of the home.
AA. Following the first year of this Agreement, any deficiencies in the installation of fixtures, appliances, and items of equipment, whether or not components of the cooling, ventilating, heating, electrical, plumbing or in-house sprinkler systems. Coverage for fixtures, appliances, and items of equipment (including attachments and appurtenances) is limited to the manufacturer's written warranty period unless otherwise stated in the Warranty Standards. The Builder hereby assigns to you any rights of the Builder under the manufacturer's warranties. Damage caused by improper maintenance or operation, negligence, or improper service of such systems by the Purchaser or its agents will not be covered by this Agreement.
BB. Loss or damage resulting from a condition not resulting in actual physical damage to the home, including un-inhabitability or health risk due to the presence or consequences of unacceptable levels of radon, formaldehyde, carcinogenic substances or other pollutants and contaminants; or the presence of hazardous or toxic materials.
CC. Loss or damage caused directly or indirectly by flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these (whether or not driven by wind), water which backs up from sewers or drains, changes in the water table which were not reasonably foreseeable, or water below the surface of the ground (including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool, or other structure), wetlands, springs or aquifers.
DD. Violations of applicable building codes or ordinances, original dwelling plans and specifications.
EE. Soil erosion and run-off caused by failure of the Purchaser to maintain the properly established grades, drainage structures and swales, stabilized soil, sodded, seeded and landscaped area.
FF. Any defects caused by or resulting from improper design of the home.
GG. Any storm water or soil erosion/sedimentation control requirements that are approved previously by the local governing jurisdiction for development.
HH. Any glass breakage or failure of Builder to perform any type of clean-up.
II. Violations of local or National Building Codes and Ordinances.
JJ. Loss or damage caused by or to roof sheathing, reported to QBW after one year from the effective date of warranty.
KK. Since this warranty covers only those defects which first occur during the Warranty Term, any homeowner-acknowledged, pre-existing conditions, such as "walk through" or "punch list" items are not covered.
LL. The removal and or replacement of items not originally installed by the Builder where removal and replacement is required to repair a defect.

IV. General Terms and Conditions/Rights and Responsibilities

A. **Coverage Provided.** This Agreement provides the following protection, effective as of the date on the Enrollment form:

1. During the first year of this Agreement, and subject to the terms and conditions listed herein, your Builder warrants your home against faulty workmanship and materials, defects in the installation of appliances, fixtures and equipment, defects in wiring, piping and duct work in the electrical, plumbing, heating, cooling, ventilating and mechanical systems, and Major Structural Defects (See Definition, Section II-E) due to non-compliance with the Warranty Standards.
2. During the second year of this Agreement, and subject to the terms and conditions listed herein, your Builder warrants that the installation of your home's cooling, heating, and ventilating, electrical and plumbing systems (exclusive of appliances, fixtures and equipment---coverage is one year) will be free from defects due to non-compliance with the Warranty Standards set forth in Section V of this document. Your Builder further warrants that your home will have no Major Structural Defects in that period. (See Definitions, Section ll-E).
3. In years three through ten of this Agreement, QBW warrants that your home will be free from any Major Structural Defects as and only as that term is defined in Section II-E of this document. Please review the definition since all structural defects are not covered, only Major Structural Defects as defined. In order to qualify as a Major Structural Defect there must be:

   a. Actual physical damage;
   b. To one of the eight identified load bearing portions of the Home;
   c. And only such damage caused by failure of such load bearing portions that affect their load bearing functions;
   d. To the extent that the Home becomes unsafe or otherwise unlivable.

   All four portions of the definition must be met to be considered a Major Structural Defect under the terms of the Limited Warranty Agreement.
4. The Builder is the warrantor during the first two years of this Agreement. QBW through its Insurer provides insurance coverage insuring the Builder's performance hereunder during the first two years of this Warranty and is the warrantor providing insurance protection through its Insurer against Major Structural Defects, as defined in Section II-E during the third through tenth years of this Warranty. Quality Builders Warranty Corporation ("QBW") will administer the limited warranty program for participating Builders. The protection provided under the limited warranty program is automatically transferable to subsequent Purchasers during the ten year term of this Agreement.

B. **Rights and Responsibilities.** If any defect subject to the terms and conditions of this Agreement occurs and fails to meet the Warranty Standards, within the first two years, your Builder will repair, replace or pay you the reasonable cost of repairing or replacing the defective item. If your Builder fails to perform, QBW will perform in accordance with the Warranty. QBW will repair or replace, or pay you the reasonable cost of repairing or replacing, the defect or item determined to be a Major Structural Defect in years three through ten. In any case, actions to correct Major Structural Defects will be limited to those necessary to restore load bearing capacity or to repair any defects which make the home unlivable. While undertaking any repairs, the Builder or QBW is not responsible for color variation or discontinued items.

C. **General Conditions.** Notwithstanding your Builder's responsibility to maintain the standards established by this Agreement, the following conditions will apply:

1. You must make your home available for inspections and repairs during normal working hours. Failure to provide such access to the Builder and/or QBW, may relieve the Builder and/or QBW of its obligations under this Agreement. The decision whether to repair or replace, or to pay the reasonable cost of repair or replacement, resides with the Builder. If the Builder is unable or unwilling to perform, the decision resides with QBW. **(If the Builder or QBW is not afforded the first right to repair or resolve, or if Purchaser proceeds with repairs prior to using all steps of the Complaint and Claims procedure in Section IV of this Agreement, no warranty coverage will be effective on that item and no rights for any recovery or reimbursement shall be permitted. The choice of the method of repair resides with the Builder or QBW).**
2. If your Builder or QBW performs its obligations under this Agreement, you agree that upon request you will assign the proceeds of any other insurance or warranty which you may own covering the same defect to your Builder or QBW, as the case may be. Such assignments shall not exceed the cost and expenses to your Builder or QBW to perform its obligations under this Agreement. If you receive payment from any

source other than QBW, then QBW shall be entitled to set-off in that amount, irrespective of how any parties other than QBW allocate the payment.

3. Neither the Builder nor QBW will have any repair obligation unless it has been voluntarily assumed or liability has been determined under the Complaint and Claim Procedure set forth in Part VI.
4. Actions taken to cure defects hereunder will not extend specified periods of coverage. Additionally, failure to discover a defect during any applicable warranty period will not extend warranty coverage, even if it is alleged that the defect was a latent defect. If QBW does not receive notice of your complaint within thirty (30) days after the expiration of the warranty on the item, the complaint cannot be honored.
5. The total liability of this Warranty Agreement is limited and shall not exceed the sales price of your home as stated on the Enrollment form of this Agreement.
6. If your Builder does not fulfill its obligations, as determined through the Complaint and Claim Procedure in Part VI of the Agreement, QBW will be responsible for its obligations.
7. In years three through ten, or in years one and two if the Builder fails to perform, the decision whether to repair or replace, or to pay you the reasonable cost of repairing or replacing, resides with QBW. The choice of the method of repair resides with QBW.
8. When the Builder finishes repairing or replacing a defective item or prior to the Builder paying you the reasonable cost of doing so, you must sign and deliver to the Builder a full and unconditional release of all legal obligations with respect to the defect. If QBW fulfills such obligations of the Builder, you must sign and deliver to QBW a full and unconditional release of all legal obligations of QBW with respect to the defect when QBW finishes repairing or replacing a defective item or prior to QBW paying you the reasonable cost of doing so.
9. **Other than the Expressed Warranties contained herein, there are no other warranties expressed or implied including Implied Warranty of Merchantability, Implied Warranty of Habitability or Implied Warranty for Particular Purpose, which implied warranties are specifically excluded.**

D. **Condominium Coverage.** If your claim involves a common element in a condominium, it may be made only by an authorized representative of the condominium association. Subject to that limitation, however, coverage will include common elements of the condominium structure contained wholly within the structure, such as hallways, meeting rooms or other spaces, and any part of the cooling, ventilation, heating, electrical or plumbing systems that service two or more residential units. Common elements will be covered for the same periods and to the same extent as comparable items which are part of individual homes. Major Structural Defect coverage for common elements shall commence on the date of occupancy or date of closing of the first unit in the building, whichever is sooner.

E. **General Terms Governing Interpretation and Operation.** Certain generally applicable terms and conditions will govern the interpretation and operation of this Agreement. These terms and conditions are:

1. It is intended that the use of one gender herein includes all genders and the singular includes the plural.
2. This Agreement includes the entire agreement of the parties, and cannot be modified, altered or amended in any way except by a formal written instrument signed by all of the parties hereto.
3. Should any provision of this Agreement be determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.
4. This Agreement is separate and apart from your contract with your Builder. It cannot be altered or amended in any way by any other agreement which you have. Contractual disputes shall not involve QBW.
5. Your Builder must assign to you and provide you copies of all manufacturers' warranties in its possession on products included in the sales price of your home.
6. All notice required hereunder must be in writing and sent by certified mail, or another carrier that provides a receipt of delivery, postage prepaid, to the recipient at the respective address shown on this Agreement, or to whatever other address the party may designate in writing.
7. This Agreement is deemed to be binding on the Builder, QBW and the Purchaser, its heirs, executors, administrators, successors and assigns.
8. Whatever timely performance is called for hereunder, the time therefore shall be extended to the extent performance is delayed by an event not caused by the conduct of the person obligated to perform. Such events include acts of God or the common enemy or riot, civil commotion or sovereign conduct.

V. Warranty Standards

A. The applicability of these Warranty Standards is conditioned upon the Purchaser's proper maintenance of the home to prevent damage due to neglect, abnormal use or improper maintenance. Common elements will be covered for the same periods and to the same extent as comparable items which are part of individual homes.

B. The applicability of these Warranty Standards is conditioned upon the fact that your home is constructed in compliance with the local building codes and the performance standards and guidelines adopted at the time of contract by the National Association of Home Builders as well as one of each group of the following model codes or the Minimum Property Standards of the U.S. Department of Housing and Urban Development:

International Building Code International Residential Code One and Two Family Dwelling Code BOCA Basic Building Code Standard Building Code, Southern Building Code Congress Uniform Building Code National Building Code
International Mechanical Code BOCA Basic Mechanical Code Standard Mechanical Code, Southern Building Code Congress
Electrical Code for One and Two Family Dwelling National Electrical Code
International Plumbing Codes BOCA Basic Plumbing Code Uniform Plumbing Code Standard Plumbing Code, Southern Building Code Congress

C. The description below establishes the standards by which it will be determined whether your home has a problem or defect covered by this warranty and whether it is the obligation of your Builder or QBW or its Insurer to correct these defects. Where specific standards and obligations are not set forth, the standards shall be the generally accepted industry practice for workmanship and materials.

WARRANTY STANDARDS AND COVERAGE FOR YEAR ONE ONLY

A. SITE WORK

(1) **The ground has settled around the foundation, over utility trenches, or in other areas.**

(a) **Standard.** Settled ground around foundation walls, over utility trenches, or in other filled areas should not interfere with water drainage away from the home.

(b) **Repair Responsibility.** If the Builder has provided final grading, then one time only during the warranty period, the Builder will fill areas that settle more than 6 inches, or that affect proper drainage. The Builder will make a good faith effort to preserve plantings, but it is the Purchaser's responsibility to replace shrubs, grass, other landscaping, pavement, sidewalks, or other improvements affected by placement of such fill.

(2) **The property does not properly drain.**

(a) **Standard.** To ensure proper drainage within 10 feet around the home, the Builder will establish necessary grades and swales within the property if the work is included in the contract. Standing water should not remain for extended periods (generally no more than 24 hours), within 10 feet of the home after a rain, except in swales that drain other areas or in areas where sump pumps receive discharge. In these areas a longer period can be anticipated (generally no more than 48 hours). Water may stand longer during periods of heavy rains, especially when heavy rains occur on successive days. No grading determination will be made while frost or snow is on the ground or while the ground is saturated.

(b) **Repair Responsibility.** If grading is part of the contract, the Builder is responsible for initially establishing the proper grades and swales.

(3) **The property has soil erosion.**
   (a) **Standard.** The Builder is not responsible for soil erosion.
   (b) **Repair Responsibility.** No corrective action is required by the Builder. The Builder is not responsible for erosion due to acts of God, weather conditions, property alteration by the Purchaser, construction on adjacent properties, utility company's work, improper Purchaser maintenance, or other conditions beyond the Builder's control.

(4) **Water from a nearby or adjacent property flows onto the Purchaser's property.**
   (a) **Standard.** The Builder is responsible for providing a reasonable means of draining water from rain, melting snow, or ice on the property and in the immediate area of the home, but the Builder is not responsible for water flowing from a nearby or adjacent property.
   (b) **Repair Responsibility.** Soil erosion is beyond the Builder's control and no corrective action is required by the Builder.

(5) **Existing trees, shrubs, or other vegetation have been damaged in the course of construction.**
   (a) **Standard.** The Builder will use their best judgment in making a reasonable and cost-effective effort to preserve existing landscaping as predetermined by the Builder and Purchaser, but survival of existing landscaping cannot be guaranteed.
   (b) **Repair Responsibility.** No corrective action is required by the Builder.

B. FOUNDATION

(1) **The foundation is out of square.**
   (a) **Standard.** As measured at the top of the foundation wall, the diagonal of a triangle with sides of 12 feet and 16 feet shall be no more than 1 inch more or less than 20 feet.
   (b) **Repair Responsibility.** The Builder will make necessary modifications to the foundation not complying with the standard guideline for squareness to provide a satisfactory appearance. The Builder may square the first-floor deck or walls by cantilevering over the foundation or locating the deck or walls inset from the outside face of the foundation.

(2) **The foundation is not level.**
   (a) **Standard.** This guideline applies only when the levelness of the foundation adversely impacts subsequent construction. As measured at the top of the foundation wall, no point will be more than 1/2 inch higher or lower than any point within 20 feet.
   (b) **Repair Responsibility.** The Builder will make necessary modifications to any part of the foundation or to subsequent construction to meet the standard guideline for levelness. This can be affected by leveling the sills with shims, mortar, appropriate fillers or other methods.

(3) **There is a crack in concrete footing.**
   (a) **Standard.** Cracks greater than 1/4 inch in width are considered excessive.
   (b) **Repair Responsibility.** The Builder will repair any cracks in excess of the standard guideline, using a material designed to fill cracks in concrete.

C. CONCRETE SLABS

(1) **A concrete slab within the structure has separated or moved at control (expansion and contraction) joints.**
   (a) **Standard.** Concrete slabs within the structure are designed to move at control joints.
   (b) **Repair Responsibility.** Because this is a normal occurrence, no corrective action is required by the Builder.

(2) **Efflorescence is present on the surface of the basement floor.**
   (a) **Standard.** If the efflorescence is caused by basement water leakage (actual flow and accumulation), the Builder will eliminate the leaks into the structure.
   (b) **Repair Responsibility.** The Builder will repair to meet the standard guideline.

(3) **The concrete floor or slab is uneven.**
   (a) **Standard.** Except where the floor or portion of the floor has been designed for specific drainage purposes, concrete floors in living areas should not have pits, depressions, or areas of unevenness exceeding 3/8 inch in 32 inches.
   (b) **Repair Responsibility.** The Builder will correct or repair the floor to meet the standard guideline.

(4) **The concrete floor slab is cracked.**
   (a) **Standard.** Minor cracks in concrete floor slabs are normal. Cracks exceeding 3/16 inch in width will be repaired.
   (b) **Repair Responsibility.** The Builder will repair horizontal cracks that do not meet the standard guideline using a material designed to fill cracks in concrete.

(5) **The concrete floor has a crack that has a vertical displacement.**
   (a) **Standard.** Minor cracks in concrete floor slabs are normal. Cracks exceeding 3/16 inch in vertical displacement will be repaired.
   (b) **Repair Responsibility.** The Builder will repair vertical cracks that do not meet the standard guideline. Any crack that creates a possible trip hazard will be ground down.

(6) **Interior concrete is pitting or spalling. Pitting is evidenced by concrete that has chipped. Spalling is evidenced by concrete that has flaked or peeled from the outer surface.**
   (a) **Standard.** Interior concrete surfaces should not pit or spall unless the deterioration is caused by factors outside of the Builder's control.
   (b) **Repair Responsibility.** The Builder will repair concrete surfaces using materials designed for this purpose.

(7) **The interior concrete slab has a loose, sandy surface, sometimes referred to as "dusting".**
   (a) **Standard.** The surface should not be so sandy that it causes a problem when the finish flooring is applied.
   (b) **Repair Responsibility.** The surface will be repaired to be suitable for the finish flooring that the Builder had reason to anticipate would be applied.

D. CONCRETE BLOCK BASEMENT AND CRAWL SPACE WALLS

(1) **A concrete block basement or crawl space wall is cracked.**
   (a) **Standard.** Cracks in concrete block basement or crawl space walls shall not exceed 1/4 inch in width.
   (b) **Repair Responsibility.** The Builder will repair cracks to meet the standard guideline using a material designed to fill cracks in concrete.

(2) **A concrete block basement wall is out of plumb.**
   (a) **Standard.** Block concrete walls should not be out of plumb greater than 1 inch in 8 feet when measured from the base to the top of the wall.
   (b) **Repair Responsibility.** The Builder will repair any deficiencies in excess of the standard guideline unless the wall is to remain unfinished according to the contract, and the wall meets building code requirements as evidenced by passed inspections, in which case no corrective action is required.

(3) **A concrete block basement wall is bowed.**
   (a) **Standard.** Concrete block walls should not bow in excess of 1 inch in 8 feet.
   (b) **Repair Responsibility.** The Builder will repair any deficiencies in excess of the standard guideline unless the wall is to remain unfinished according to the contract, and the wall meets building code requirements as evidenced by passed inspections, in which case no corrective action is required.

(4) **Efflorescence is present on the surface of the basement or crawl space block.**
   (a) **Standard.** If the efflorescence is caused by water leakage (actual flow and accumulation), the Builder will eliminate the leak into the structure.
   (b) **Repair Responsibility.** The Builder will repair to meet the standard guideline.

E. POURED CONCRETE BASEMENT AND CRAWL SPACE WALLS

(1) **A poured concrete basement wall is out of plumb.**
   (a) **Standard.** Finished concrete walls should not be out of plumb greater than 1 inch in 8 feet when measured vertically.
   (b) **Repair Responsibility**. The Builder will repair any deficiencies in excess of the standard guideline unless the wall is to remain unfinished according to the contract and the wall meets building code requirements as evidenced by passed inspections, in which case no corrective action is required by the Builder.

(2) **An exposed concrete wall has pits, surface voids, or similar imperfections in it.**
   (a) **Standard.** Surface imperfections larger than 1 inch in diameter or 1 inch in depth are considered excessive.
   (b) **Repair Responsibility.** The Builder will repair imperfections that do not meet the standard guideline, using a material designed to fill holes in concrete.

(3) **A poured concrete basement wall is bowed.**
   (a) **Standard.** Concrete walls should not bow in excess of 1 inch in 8 feet when measured from the base to the top of the wall.
   (b) **Repair Responsibility**. The Builder will repair any deficiencies in excess of the standard guideline unless the wall is to remain unfinished according to the contract and the wall meets building code requirements as evidenced by passed inspections, in which case no corrective action is required by the Builder.

(4) **A poured concrete basement or crawl space wall is cracked**
   (a) **Standard.** Cracks in poured walls should not exceed 1/4 inch in width.
   (b) **Repair Responsibility.** The Builder will cosmetically repair any cracks to meet the standard guideline, using a material designed to fill cracks in concrete.

(5) **A cold joint is visible on exposed poured concrete foundation walls.**
   (a) **Standard.** A cold joint is a visible joint that indicates where the pour terminated and continued. Cold joints are normal and should be expected to be visible. Cold joints should not be an actual separation or a crack that exceeds 1/4 inch in width.
   (b) **Repair Responsibility.** The Builder will cosmetically repair any cold joint to meet the standard guideline, using a material designed to fill cracks in concrete.

(6) **Efflorescence is present on the surface of the poured concrete basement wall.**
   (a) **Standard.** If the efflorescence is caused by basement water leakage, (actual flow or accumulation), the Builder will eliminate the leak into the structure.
   (b) **Repair Responsibility.** The Builder will repair to meet the standard guideline.

MOISTURE AND WATER PENETRATION

F. BASEMENT WALLS AND FLOOR

(1) **Dampness is evident on basement walls or the floor.**
   (a) **Standard.** The Builder is not responsible for dampness caused by condensation of water vapor on cool walls and floors. Dampness caused by moisture intrusion is unacceptable.
   (b) **Repair Responsibility.** The Builder will repair to meet the standard guideline unless the Purchaser's action caused the dampness.

(2) **Water has accumulated in the basement.**
   (a) **Standard.** Water should not accumulate in the basement.
   (b) **Repair Responsibility.** The Builder will take such actions as are necessary to prevent water from accumulating in the basement unless the Purchaser's action caused the accumulation.

G. CRAWL SPACES

(1) **Water accumulates in a vented crawl space.**
   (a) **Standard.** Crawl spaces should be graded and proper exterior foundation drains installed as required by the prevailing building codes to prevent water from accumulating.
   (b) **Repair Responsibility.** The Builder will take corrective measures to meet the standard guideline.

(2) **Condensation is evident on the vented crawl space surfaces.**
   (a) **Standard.** The Builder will install the ventilation and vapor barrier required by the prevailing building code.
   (b) **Repair Responsibility**. The Builder will take corrective actions to meet the standard guideline. If the crawl space is ventilated as required by applicable building codes, then no corrective action is required by the Builder. Further reduction of condensation is a Purchaser maintenance responsibility.

H. STRUCTURAL COLUMNS, POSTS, OR PIERS

(1) **An exposed wood column is bowed or is out of plumb.**
   (a) **Standard.** Exposed wood columns should not bow or be out of plumb more than 3/4 inch in 8 feet at substantial completion of the project or closing.
   (b) **Repair Responsibility.** The Builder will repair any deficiencies in excess of the standard guideline.

(2) **An exposed concrete column is installed bowed or out of plumb.**
   (a) **Standard.** Exposed concrete columns should not be installed with a bow in excess of 1 inch in 8 feet.

They should not be installed out of plumb in excess of 1 inch in 8 feet.

(b) **Repair Responsibility.** The Builder will repair any deficiencies in excess of the standard guideline.

(3) **A masonry column or pier is out of plumb.**

(a) **Standard.** Masonry columns or piers should not be constructed out of plumb in excess of 1 inch in 8 feet.

(b) **Repair Responsibility.** The Builder will repair any deficiencies in excess of the standard guideline.

(4) **A steel post is out of plumb.**

(a) **Standard.** Steel posts should not be out of plumb in excess of 3/8 inch in 8 feet when measured vertically.

(b) **Repair Responsibility**. The Builder will repair any deficiencies in excess of the standard guideline.

INTERIOR FLOOR CONSTRUCTION

I. FLOOR SYSTEM

(1) **Springiness, bounce, shaking, or visible sag is present in the floor system.**

(a) **Standard.** All beams, joists, headers, and other dimensional or manufactured structural members will be sized according to the manufacturers' specifications or prevailing building codes.

(b) **Repair Responsibility.** The Builder will reinforce or modify, as necessary, any member of the floor system not meeting the standard guideline.

I. BEAMS, COLUMNS, AND POSTS

(1) **An exposed wood column, post, or beam is split.**

(a) **Standard.** Sawn wood columns, posts, or beams will meet the grading standard for the species used.

(b) **Repair Responsibility.** The Builder will repair or replace any wood column, post, or beam that does not meet the standard guideline. Filling splits with appropriate filler is an acceptable method of repair.

(2) **An exposed wood beam or post is twisted or bowed.**

(a) **Standard.** Exposed wood posts and beams will meet the grading standard for the species used. Posts and beams with bows and twists exceeding 3/4 inch in an 8-foot section are considered excessive.

(b) **Repair Responsibility.** The Builder will repair or replace any beam or post with a bow or twist that exceeds the standard guideline.

(3) **An exposed wood beam or post is cupped.**

(a) **Standard.** Cups exceeding 1/4 inch in 5 1/2 inches are considered excessive.

(b) **Repair Responsibility.** The Builder will repair or replace any beam or post with a defect that does not meet the standard guideline.

K. SUBFLOOR AND JOISTS

(1) **The wood subfloor squeaks or seems loose.**

(a) **Standard.** Although a totally squeak-proof floor cannot be guaranteed, frequent, loud squeaks caused by improper installation or loose subflooring are deficiencies.

(b) **Repair Responsibility.** The Builder will refasten or take other corrective action of any improperly installed or loose subfloor to attempt to reduce squeaking to the extent possible within reasonable repair capability without removing floor or ceiling finishes.

(2) **A wood subfloor is uneven.**

(a) **Standard.** Subfloors should not have more than a 1/4 inch ridge or depression within any 32-inch measurement. Measurements should not be made at imperfections that are characteristic of the material used. The guideline does not cover transition points between different materials

(b) **Repair Responsibility.** The Builder will correct or repair the subfloor to meet the standard guideline.

(3) **A wood subfloor is not level.**

(a) **Standard.** The floor should not slope more than 1/2 inch in 20 feet. Crowns and other lumber characteristics that meet the standards of the applicable grading organization for the grade and species used are not defects. Deflections due to overloading by the Purchaser are not the Builder's responsibility.

(b) **Repair Responsibility.** The Builder will make a reasonable and cost-effective effort to modify the floor to comply with the standard guideline.

(4) **Deflection and/or flex is observed in a floor system constructed of wood I-joists, floor trusses, or similar products.**
   (a) **Standard.** All wood I-joists and other manufactured structural components in the floor system will be sized and installed as provided in the manufacturers' instructions and applicable building codes.
   (b) **Repair Responsibility.** The Builder will reinforce or modify as necessary any floor component that does not meet the standard guideline.

WALLS

L. WALL FRAMING

(1) **A wood-framed wall is not plumb.**
   (a) **Standard.** The interior face of wood-framed walls should not be more than 3/8 inch out of plumb for any 32 inches in any vertical measurement.
   (b) **Repair Responsibility.** The Builder will correct the wall to meet the standard guideline.

(2) **The wall is bowed.**
   (a) **Standard.** Walls should not bow more than 1/2 inch out of line within any 32-inch horizontal measurement, or 1/2 inch out of line within any 8-foot vertical measurement.
   (b) **Repair Responsibility.** The Builder will repair the wall to meet the standard guideline.

(3) **Deflection is observed in a beam, header, girder, or other dimensional or manufactured structural member in a wall.**
   (a) **Standard.** All beams, headers, girders, and other dimensional or manufactured structural members in the wall system will be sized according to the manufacturers' specifications and applicable building codes.
   (b) **Repair Responsibility.** The Builder will reinforce or modify, as necessary, any beam, header, girder, or other dimensional or manufactured structural member in the wall system that does not meet the standard guideline.

M. MOISTURE BARRIERS AND FLASHING

(1) **Bulk water is penetrating around a window or door.**
   (a) **Standard.** Windows and doors should be installed and flashed in accordance with manufacturer's specifications and/or as required by prevailing building codes.
   (b) **Repair Responsibility.** The Builder will correct to meet the standard guideline.

(2) **An exterior wall leaks because of improper caulking installation or failure of the caulking material**.
   (a) **Standard.** Joints and cracks in exterior wall surfaces and around openings should be caulked to prevent the entry of water.
   (b) **Repair Responsibility.** <u>One time only</u> during the warranty period, the Builder will repair or caulk joints and cracks in exterior wall surfaces, as necessary, to correct deficiencies.

N. WALL INSULATION

(1) **Wall insulation is insufficient.**
   (a) **Standard.** The Builder should install insulation according to R-values designated in the contract documents or as required by the prevailing building code.
   (b) **Repair Responsibility**. The Builder will install insulation to meet the standard guideline.

(2) **Foam or cellulose insulation appears to sag or shrink away from the cavity during the warranty period.**
   (a) **Standard.** Shrinkage/sagging should not be more than 1/2 inch at the top and 1/8 inch on sides.
   (b) **Repair Responsibility.** The Builder will correct insulation to meet the standard guideline.

O. WINDOWS AND GLASS

(1) **A window is difficult to open or close.**
   (a) **Standard.** Windows should require no greater operating force than that described in the manufacturer's specifications.
   (b) **Repair Responsibility.** The Builder will correct or repair the window as required to meet the standard guideline.

(2) **Window glass is broken and a screen or window hardware is missing or damaged.**
   (a) **Standard.** Glass should not be broken and screens and hardware should not be damaged or missing at the time of substantial completion of the project or closing. Screens included in the original contract will be installed.
   (b) **Repair Responsibility.** Broken glass, missing or damaged screens, or missing or damaged hardware reported to the Builder prior to substantial completion of the project or closing will be installed or replaced. Broken glass, missing or damaged screens, or missing or damaged hardware reported after substantial completion of the project or closing are the Purchaser's responsibility.

(3) **Water is observed in the home around a window unit during or after rain.**
   (a) **Standard.** Window installation should be performed in accordance with manufacturer's specifications so that water does not intrude beyond the drainage plane of the window during normal rain conditions. Windows should resist water intrusion as specified by the window manufacturer.
   (b) **Repair Responsibility.** The Builder will correct any deficiencies attributed to improper installation. Any deficiencies attributed to the window unit's performance will be addressed by the window manufacturer's warranty.

(4) **Window grids, grilles, or muntins fall out or become out of level.**
   (a) **Standard.** Window grids, grilles, or muntins should not disconnect, fall, or become out of level.
   (b) **Repair Responsibility.** One time only during the warranty period, window grids, grilles, or muntins will be repaired or replaced.

(5) **Glass surfaces are scratched.**
   (a) **Standard.** Glass surfaces shall not have scratches visible from 10 feet under normal lighting conditions at the time of substantial completion of the project or closing.
   (b) **Repair Responsibility.** The Builder will repair or replace any scratched glass surface if noted prior to substantial completion of the project or closing.

P. EXTERIOR DOORS

(1) **An exterior door is warped.**
   (a) **Standard.** Exterior doors should not warp to the extent that they become inoperable or cease to be weather-resistant. A 1/4 inch tolerance as measured diagonally from corner to corner is acceptable.
   (b) **Repair Responsibility.** The Builder will correct or replace exterior doors that do not meet the standard guideline.

(2) **Raw wood shows at the edges of an inset panel inserted into a wood exterior door during the manufacturing process.**
   (a) **Standard.** This is a common occurrence in wood doors with panels.
   (b) **Repair Responsibility.** Since this occurrence is common, no corrective action is required by the Builder.

(3) **A wooden door panel is split.**
   (a) **Standard.** A split in a panel should not allow light to be visible through the door.
   (b) **Repair Responsibility.** One time only during the warranty period, the Builder will repair and paint or stain the split panel that does not meet the standard guideline. Caulking and fillers are acceptable.

(4) **Exterior door sticks or binds.**
   (a) **Standard.** Exterior doors should operate smoothly, except that doors may stick during occasional periods of high humidity or with variations in temperature.
   (b) **Repair Responsibility.** The Builder will adjust or replace the door to meet the standard guideline if the problem is caused by faulty workmanship or materials.

(5) **An exterior door will not close and latch.**
   (a) **Standard.** Exterior doors should close and latch.
   (b) **Repair Responsibility.** One time only during the warranty period, the Builder will adjust the door or latching mechanism to meet the standard guideline.

(6) **The plastic molding on the primary door behind the storm door melts from exposure to sunlight.**
   (a) **Standard.** It is a common occurrence for the plastic molding behind the storm doors to melt.
   (b) **Repair Responsibility**. No corrective action is required by the Builder.

(7) **Caulking or glazing on the primary door behind the storm door cracks or peels.**
   (a) **Standard.** It is a common occurrence for caulking or glazing on the primary door behind the storm door to crack or peel.
   (b) **Repair Responsibility.** No corrective action is required by the Builder.

(8) **A door swings open or closed by the force of gravity.**
   (a) **Standard.** Exterior doors should not swing open or closed by the force of gravity alone.
   (b) **Repair Responsibility.** The Builder will adjust the door to prevent it from swinging open or closed by the force of gravity.

(9) **The reveal around an exterior door edge, doorjamb, and/or threshold is uneven.**
   (a) **Standard.** Gaps between adjacent components should not vary by more than 3/16 inch along each side of the door.
   (b) **Repair Responsibility.** The Builder will repair existing unit to meet the standard guideline.

(10) **Air movement or light is observed around a closed exterior door.**
   (a) **Standard.** Weather stripping will be installed and sized properly to seal the exterior door when closed in order to prevent excessive air infiltration.
   (b) **Repair Responsibility.** The Builder will adjust exterior door unit or weather stripping to meet the standard guideline.

(11) **Exterior door hardware or kick plate has tarnished.**
   (a) **Standard.** Finishes on door hardware or kick plates installed by Builder are covered by manufacturer's warranty.
   (b) **Repair Responsibility.** No corrective action is required by the Builder.

(12) **A sliding patio door or screen will not stay on track.**
   (a) **Standard.** Sliding patio doors and screens should slide properly on their tracks at the time of substantial completion of the project or closing. The cleaning and maintenance necessary to preserve proper operation are the Purchaser's responsibilities.
   (b) **Repair Responsibility.** One time only during the warranty period, the Builder will adjust the door or screen.

(13) **A sliding patio door does not roll smoothly.**
   (a) **Standard.** Sliding patio doors should roll smoothly at the time of substantial completion of the project or closing. The cleaning and maintenance necessary to preserve proper operation are Purchaser responsibilities.
   (b) **Repair Responsibility**. One time only during the warranty period, the Builder will adjust the door.

(14) **A doorknob, deadbolt, or lockset does not operate smoothly.**
   (a) **Standard.** A doorknob, deadbolt, or lockset should not stick or bind during operation.
   (b) **Repair Responsibility.** One time only during the warranty period, the Builder will adjust, repair, or replace knobs that are not damaged by the Purchaser.

EXTERIOR FINISH

Q. WOOD AND WOOD COMPOSITE SIDING

(1) **Siding is bowed.**
   (a) **Standard.** Bows exceeding 1/2 inch in 32 inches are considered excessive.
   (b) **Repair Responsibility.** The Builder will replace any bowed wood siding that does not meet the standard guideline and will finish the replacement siding to match the existing siding as closely as practical.

(2) **An edge or gap is visible between adjacent pieces of siding or siding panels and other materials.**
   (a) **Standard.** Gaps wider than 3/16 inch are considered excessive, unless the siding is installed as prescribed by the manufacturer's instructions, which may include the options to caulk as with cement board siding and spacing required for expansion and contraction of composite siding.
   (b) **Repair Responsibility.** The Builder will repair gaps that do not meet the standard guideline.

(3) **Siding is not parallel with the course above or below.**
   (a) **Standard.** A piece of siding should not be more than 1/2 inch off parallel with contiguous courses in any 20-foot measurement.
   (b) **Repair Responsibility.** The Builder will reinstall siding to meet the standard guideline for straightness, and will replace with new siding any siding damaged during removal.

(4) **Face nails have been driven below the surface of wood composite siding.**
   (a) **Standard.** Siding nails should be driven in accordance with the manufacturer's installation instructions.
   (b) **Repair Responsibility.** The Builder will repair as necessary to meet the standard guideline by filling with appropriate filler. Touch-up paint may not match the surrounding area.

(5) **Siding boards have buckled, warped, or cupped.**
   (a) **Standard.** Boards that project more than 3/16 inch in 5 1/2 inches are considered excessive.
   (b) **Repair Responsibility.** The Builder will repair or replace any boards that do not meet the standard guideline.

(6) **Siding boards have split.**
   (a) **Standard.** Splits wider than 1/8 inch and longer than 1 inch are considered excessive.
   (b) **Repair Responsibility.** The Builder will repair siding boards that do not meet the standard guideline by filling with appropriate filler. Touch-up paint may not match the surrounding area.

(7) **Wood siding, shakes, or shingles have bled through paint or stain applied by the Builder.**
   (a) **Standard.** Resins and extractives bleeding through paint or stain, or blackening of siding, shakes, or shingles is considered normal, and especially noticeable if natural weathering, white paint, or semitransparent stain is specified for the project.
   (b) **Repair Responsibility.** No corrective action is required by the Builder.

(8) **Siding has delaminated.**
   (a) **Standard.** Siding should not delaminate.
   (b) **Repair Responsibility.** Delaminating of siding is covered under the manufacturer's warranty, unless the delaminating was caused by the Purchaser's actions or negligence. After substantial completion of the project or closing, the Purchaser should contact the manufacturer for warranty coverage. Delaminated siding installed by the Builder shall be fixed at the time of substantial completion of the project or closing.

(9) **Nail stains are visible on siding or ceiling boards.**
   (a) **Standard.** Stains exceeding 1/2 inch from the nail which are readily visible from a distance of more than 20 feet are considered excessive.
   (b) **Repair Responsibility.** The Builder will remove stains that do not meet the standard guideline.

R. ALUMINUM OR VINYL LAP SIDING

(1) **Aluminum or Vinyl siding is bowed or wavy.**
   (a) **Standard.** Some waviness in aluminum or vinyl siding is expected. Waves or similar distortions in aluminum or vinyl lap siding are considered excessive only if they exceed 1/2 inch in 32 inches.
   (b) **Repair Responsibility.** The Builder will correct any waves or distortions to comply with the standard guideline by reinstalling or replacing siding as necessary.

(2) **Siding is faded.**
   (a) **Standard.** Any color siding, when exposed to the ultra-violet rays of the sun, will fade period. Fading cannot be prevented by the Builder. However, panels installed on the same wall and under the same conditions should fade at the same rate.
   (b) **Repair Responsibility.** No corrective action is required by the Builder. The Purchaser should contact the siding manufacturer for issues with inconsistent fading.

(3) **Aluminum or vinyl siding trim is loose.**
   (a) **Standard.** Trim should not separate from the home by more than 1/4 inch.
   (b) **Repair Responsibility.** The Builder will reinstall trim as necessary to comply with the standard guideline.

(4) **Aluminum or vinyl siding courses are not parallel with eaves or wall openings.**
   (a) **Standard.** Any piece of aluminum or vinyl siding more than 1/2 inch off parallel in 20 feet with a break such as an eave or wall opening is considered excessive.
   (b) **Repair Responsibility**. The Builder will reinstall siding to comply with the standard guideline and will replace with new siding any siding damaged during removal.

(5) **Nail heads show in aluminum or vinyl siding.**
   (a) **Standard.** No nail heads in the field of the siding should be exposed.
   (b) **Repair Responsibility.** The Builder will install trim as necessary to cover the nails and will install proper trim accessories to avoid face nailing.

(6) **Aluminum or vinyl siding trim accessory is loose from caulking at windows or other wall openings**.
   (a) **Standard.** Siding trim accessories should not separate from caulking at windows or other wall openings during the warranty period.
   (b) **Repair Responsibility.** <u>One time only</u> during the warranty period, the Builder will repair or recaulk, as necessary, to eliminate the separation.

(7) **Aluminum or vinyl siding is cut unevenly.**
   (a) **Standard.** Gaps should comply with the manufacturer's guidelines.
   (b) **Repair Responsibility.** The Builder will ensure that the appropriate trim/accessory is installed to eliminate potentially revealing site cuts. If cuts in siding panels are so uneven that they are not concealed by trim, the panel will be replaced.

(8) **Aluminum or vinyl siding is not correctly spaced from moldings.**
   (a) **Standard.** Prescribed spacing between siding and accessory trim is typically 1/4 inch, or should comply with the manufacturer's installation instructions.
   (b) **Repair Responsibility.** The Builder will correct the spacing to meet the standard guideline.

S. CEMENT BOARD SIDING

(1) **Cement board siding is cracked or chipped.**
   (a) **Standard.** As a cement product, this siding is susceptible to the same characteristic limitations as other cement products. Cracks more than 2 inches in length and 1/8 inch in width are considered excessive. Chips or dents not reported at time of substantial completion of the project or closing are not covered.

   (b) **Repair Responsibility.** Cracked or chipped cement board will be repaired or replaced as necessary, as determined by the Builder.

(2) **Cement board siding is improperly fastened.**
   (a) **Standard.** Siding should be nailed flush and perpendicular per the manufacturer's instructions. Staples should not be used.
   (b) **Repair Responsibility.** The Builder will correct or repair improperly fastened boards. Overdriven nail heads or nails driven at an angle can be filled with siding manufacturer's specified product.

T. MASONRY AND VENEER

(1) **A masonry or veneer wall or mortar joint is cracked.**
   (a) **Standard.** Cracks visible from distances in excess of 20 feet or larger than 1/4 inch in width are not acceptable.
   (b) **Repair Responsibility.** The Builder will repair cracks in excess of the standard guideline by tuck pointing, patching, or painting, as deemed most appropriate by the Builder. The Builder will not be responsible for color variation between the original and new mortar or between the brick or stone and the pointing material.

(2) **Cut bricks below openings in masonry walls are of different thickness.**
   (a) **Standard.** Cut bricks used in the course directly below an opening should not vary from one another in thickness by more than 1/4 inch. The smallest dimension of a cut brick should be greater than 1 inch.
   (b) **Repair Responsibility.** The Builder will repair the wall to meet the standard guideline.

(3) **A brick course is not straight.**
   (a) **Standard.** No point along the bottom of any course will be more than 1/4 inch higher or lower than any other point within 10 feet along the bottom of the same course, or 1/2 inch in any length.
   (b) **Repair Responsibility.** The Builder will rebuild the wall as necessary to meet the standard guideline.

(4) **Brick veneer is spalling.**
   (a) **Standard.** Spalling of newly-manufactured brick should not occur and is considered excessive. Spalling of used manufactured brick is acceptable.
   (b) **Repair Responsibility.** Spalling of newly-manufactured brick is covered by the manufacturer's warranty. No corrective action is required by the Builder.

(5) **Mortar stains are observed on exterior brick or stone.**
   (a) **Standard.** Exterior brick and stone should be free from mortar stains detracting from the appearance of the finished wall when viewed from a distance of 20 feet.
   (b) **Repair Responsibility.** The Builder will clean the mortar stains to meet the standard guideline.

(6) **Efflorescence is present on the surface of masonry or mortar.**
   (a) **Standard.** This is a common condition caused by moisture reacting with the soluble salts in the mortar.
   (b) **Repair Responsibility.** No corrective action is required by the Builder.

(7) **There is water damage to interior walls as a result of a leak in the exterior brick or stone.**
   (a) **Standard.** Exterior brick and stone walls should be constructed and flashed according to the prevailing regulation building code or AAMA 711 to prevent water penetration to the interior of the structure under normal weather conditions.

(b) **Repair Responsibility.** The Builder will repair the wall to meet the standard guideline, unless the water damage resulted from factors beyond the Builder's control, such as improper use of sprinkler systems, grading alterations, or any landscape alterations by others that raises the grade or impacts the proper drainage away from the walls of the structure.

U. STUCCO AND PARGED COATINGS

(1) **An exterior stucco wall surface is cracked.**
   (a) **Standard.** Cracks in exterior stucco wall surfaces should not exceed 1/8 inch in width.
   (b) **Repair Responsibility.** One time only, during the warranty period, the Builder will repair cracks exceeding 1/8 inch in width. Caulking and touch-up painting are acceptable. An exact color or texture match may not be attainable.

(2) **The color, texture, or both, of exterior stucco walls are not uniform.**
   (a) **Standard.** Exterior stucco walls may not match when applied on different days or under differing environmental conditions (e.g., temperature, humidity, etc.).
   (b) **Repair Responsibility**. Stucco finishes are unique and an exact match of color, texture, or both, may not be practical; therefore, no corrective action is required by the Builder.

(3) **Coating has separated from the base on an exterior stucco wall.**
   (a) **Standard.** The coating should not separate from the base on an exterior stucco wall.
   (b) **Repair Responsibility.** The Builder will repair areas where the coating has separated from the base in accordance to the standard guideline, unless damage has resulted from factors beyond the Builder's control.

(4) **Lath is visible through stucco.**
   (a) **Standard.** Lath should not be visible through stucco, nor should the lath protrude through any portion of the stucco surface.
   (b) **Repair Responsibility.** The Builder will make necessary corrections to meet the standard guideline. The finish color and/or texture may not match.

(5) **Rust marks are observed on the stucco finish coat.**
   (a) **Standard.** Rust marks on the stucco surface are considered excessive if more than 5 marks measuring more than 1 inch long occur per 100 square feet.
   (b) **Repair Responsibility.** The Builder will repair, replace, or seal the rusted areas of wall.

(6) **There is water damage to the exterior wall cavity as a result of a leak in the stucco wall system.**
   (a) **Standard.** Stucco walls should be constructed and flashed to prevent water penetration to the interior of the structure under normal weather and water conditions. Damage to the stucco system caused by external factors out of the Builder's control that result in water penetration is not the Builder's responsibility.
   (b) **Repair Responsibility.** If water penetration is the result of a system failure and does not result from external factors, the Builder will make necessary repairs to prevent water penetration through the stucco wall system.

V. EXTERIOR TRIM

(1) **Gaps show in exterior trim.**
   (a) **Standard.** Joints between exterior trim elements, including siding and masonry, should not be wider than 1/4 inch. In all cases the exterior trim will perform its function of excluding the elements.
   (b) **Repair Responsibility.** The Builder will repair open joints that do not meet the standard guideline. Caulking is an acceptable repair.

(2) **Exterior trim board is split.**
   (a) **Standard.** Splits wider than 1/8 inch and longer than 1 inch are considered excessive.
   (b) **Repair Responsibility.** The Builder will repair splits by filling with durable filler. Touch-up painting may not match the surrounding area.

(3) **Exterior trim board is bowed or twisted.**
   (a) **Standard.** Bows and twists exceeding 3/8 inch in 8 feet are considered excessive.
   (b) **Repair Responsibility.** The Builder will repair defects that do not meet the standard guideline by refastening or replacing deformed boards. Touch up painting may not match surrounding area.

(4) **Exterior trim board is cupped.**
   (a) **Standard.** Cups exceeding 3/16 inch in 5 1/2 inches are considered excessive.
   (b) **Repair Responsibility.** The Builder will repair defects that do not meet the standard guideline by refastening or replacing cupped boards. Touch-up painting may not match surrounding area.

W. PAINT, STAIN, AND VARNISH

(1) **Exterior painting, staining, or refinishing is required because repair work does not match existing exterior finish.**
   (a) **Standard.** Repairs required under these standard guidelines will be finished to match the immediate surrounding areas as closely as practical when viewed under normal lighting conditions from a distance of 20 feet
   (b) **Repair Responsibility.** The Builder will finish repaired areas as indicated, matching as closely as possible.

(2) **Exterior paint or stain has peeled or flaked.**
   (a) **Standard.** Exterior paints and stains should not peel or flake during the 1st year.
   (b) **Repair Responsibility.** If exterior paint or stain has peeled, developed an alligator pattern, or blistered, the Builder will properly prepare and refinish the affected areas and match their color as closely as practical. Where deterioration of the finish affects more than 50 percent of the piece of trim or wall area, the Builder will refinish the affected component.

(3) **Exterior paint or stain has faded.**
   (a) **Standard.** Fading of exterior paints and stains is common. The degree of fading depends on environmental conditions.
   (b) **Repair Responsibility.** Because fading is a common occurrence in paint or stains, no corrective action is required by the Builder.

(4) **There is paint or stain overspray on surfaces not intended for paint or stain.**
   (a) **Standard.** Paint or stain overspray on surfaces not intended for paint or stain that is visible at a distance of 6 feet under normal natural lighting conditions is not acceptable.
   (b) **Repair Responsibility.** The Builder will clean the affected surfaces without damaging the surface.

ROOF

X. ROOF STRUCTURE

(1) **The roof ridge has deflected.**
   (a) **Standard.** Roof ridge deflection greater than 1 inch in 8 feet is considered excessive.
   (b) **Repair Responsibility.** The Builder will repair affected ridge that does not meet the standard guideline.

(2) **A rafter or ceiling joist bows (up or down).**
   (a) **Standard.** Bows greater than 1 inch in 8 feet are excessive.
   (b) **Repair Responsibility.** The Builder will repair the affected rafters or joists that bow in excess of the standard guideline.

(3) **Roof trusses have deflected.**
   (a) **Standard.** All roof trusses and other manufactured structural roof components in the roof system should be sized according to the manufacturer's specifications or structural engineers requirements as well as prevailing building codes.
   (b) **Repair Responsibility.** The Builder will reinforce or modify as necessary any roof truss or other manufactured structural roof components in the roof system to meet the standard guideline.

(4) **Roof Trusses have lifted from the adjoining interior walls.**
   (a) **Standard.** Moisture differences between the upper chord and lower chord (unheated versus adjacent interior heated spaces) may cause the lower chords to move. Deflection is a normal condition that is considered as part of the engineering design of the roof trusses.
   (b) **Repair Responsibility.** No corrective action is required by the Builder.

Y. ROOF SHEATHING

(1) **Roof sheathing is wavy or appears bowed.**
   (a) **Standard.** Roof sheathing should not bow more than 1/2 inch in 2 feet.
   (b) **Repair Responsibility.** The Builder will straighten bowed roof sheathing as necessary to meet the standard guideline.

(2) **Nails or staples are visible through sheathing or boards (decking) at overhangs.**
   (a) **Standard.** The length of nails and staples used to secure roofing materials is determined by the manufacturer's installation instructions and the prevailing building code.
   (b) **Repair Responsibility.** No corrective action is required by the Builder.

Z. ROOF VENTS

(1) **An attic vent or louver leaks.**
   (a) **Standard.** Attic vents and louvers, when properly installed, should not leak. Infiltration of wind-driven rain and snow are not considered leaks and are beyond the Builder's control.
   (b) **Repair Responsibility**. The Builder will repair or replace improperly installed vents as necessary to meet the standard guideline.

(2) **Attic ventilation is insufficient.**
   (a) **Standard.** The total roof vent area should meet the requirements of the prevailing building codes.
   (b) **Repair Responsibility.** The Builder will correct roof ventilation as necessary to meet the standard guideline.

AA. ROOF COVERINGS

(1) **The roof or flashing leaks.**
   (a) **Standard.** Roofs and flashing should not leak under normal conditions.
   (b) **Repair Responsibility**. The Builder will repair any verified roof or flashing leaks not caused by ice build-up, leaves, debris, abnormal weather conditions, or the Purchaser's actions or negligence.

(2) **Ice builds up on the roof.**
   (a) **Standard.** During prolonged cold spells ice is likely to build up on a roof, especially at the eaves. This condition can occur naturally when snow and ice accumulates.
   (b) **Repair Responsibility**. No corrective action is required by the Builder.

(3) **Shingles have blown off.**
   (a) **Standard.** Shingles shall be rated for the wind zone of the project and shall be installed in accordance with the applicable prevailing building code and the instructions provided by the manufacturer on the packaging of the shingles.
   (b) **Repair Responsibility.** If shingles were not installed per manufacturer's installation instructions, the Builder will repair or replace shingles that have blown off.

(4) **Shingles are not horizontally aligned.**
   (a) **Standard.** Shingles should be installed according to the manufacturer's installation instructions.
   (b) **Repair Responsibility.** The Builder will remove shingles that do not meet the standard guideline, and will repair or replace them with new shingles that are properly aligned.

(5) **Asphalt shingle edges or corners are curled or cupped.**
   (a) **Standard.** These conditions are a manufacturer's warranty issue.
   (b) **Repair Responsibility.** No corrective action is required by the Builder. Excessive curling or cupping is covered under the manufacturer's warranty. Curled or cupped shingles should not be installed.

(6) **Asphalt shingles do not overhang the edges of the roof, or they hang too far over the edges of the roof.**
   (a) **Standard.** Shingles should be installed according to the manufacturer's instructions and applicable to the prevailing building code.
   (b) **Repair Responsibility.** The Builder will reposition or replace shingles as necessary to meet the standard guideline.

(7) **Shading or a shadowing pattern is observed on a new shingle roof.**
   (a) **Standard.** Shading or shadowing differences may occur on a new roof.
   (b) **Repair Responsibility.** No corrective action is required by the Builder.

(8) **Asphalt shingles have developed surface buckling.**
   (a) **Standard.** Asphalt shingle surfaces need not be perfectly flat, buckling higher than 1/4 inch is considered excessive.
   (b) **Repair Responsibility.** The Builder will repair or replace the affected shingles to meet the standard guideline.

(9) **Sheathing nails have loosened from framing and raised the shingles.**
   (a) **Standard.** Nails should not loosen from roof sheathing enough to raise shingles from surface.
   (b) **Repair Responsibility.** The Builder will make corrections as necessary to meet the standard guideline.

(10) **Roofing nails or fasteners are exposed at the ridge or hip of a roof.**
  (a) **Standard.** Nails and fasteners should be installed according to manufacturer's instructions.
  (b) **Repair Responsibility.** The Builder will seal and/or repair areas to meet the standard guideline.

(11) **Areas of a shingle roof are stained.**
  (a) **Standard.** Shingles on a roof may stain.
  (b) **Repair Responsibility.** Staining on shingles is unavoidable. No corrective action is required by the Builder.

(12) **Holes from construction activities are found on the roof surface.**
  (a) **Standard.** Holes from construction activities should be flashed or sealed to prevent leaks.
  (b) **Repair Responsibility.** The Builder will repair or replace the affected shingles to meet the standard guideline.

(13) **Water is trapped under membrane roofing.**
  (a) **Standard.** Water should not become trapped under membrane roofing.
  (b) **Repair Responsibility.** If water becomes trapped under membrane roofing, the Builder will repair or replace the roofing as necessary to meet the standard guideline.

(14) **Membrane roofing is blistered but does not leak.**
  (a) **Standard**. Surface blistering of membrane roofing is caused by conditions of heat and humidity acting on the membrane and is a common occurrence.
  (b) **Repair Responsibility**. No corrective action is required by the Builder.

(15) **There is standing water on a flat roof.**
  (a) **Standard.** Water should drain from a flat roof, except for minor ponding, within 24 hours of a rainfall or according to manufacturer's specifications.
  (b) **Repair Responsibility.** The Builder will take corrective action to meet the standard guideline.

BB. CHIMNEY

(1) **A crack in masonry chimney cap or crown causes leakage.**
  (a) **Standard.** It is common for caps to crack from expansion and contraction. As a result, leaks may occur.
  (b) **Repair Responsibility.** Leaks will be corrected by the Builder, who will repair the cap or crown, applying caulk or other sealant is an acceptable repair.

(2) **New chimney flashing leaks.**
  (a) **Standard.** New chimney flashing should not leak under normal conditions.
  (b) **Repair Responsibility.** The Builder will repair leaks in new chimney flashing that are not caused by ice build-up or by the Purchaser's actions or negligence.

CC. GUTTERS AND DOWNSPOUTS

(1) **The gutter or downspout leaks.**
  (a) **Standard.** Gutters and downspouts should not leak.
  (b) **Repair Responsibility.** The Builder will repair leaks in gutters and downspouts. Sealants are acceptable.

(2) **Gutter overflows during a heavy rain.**
  (a) **Standard.** Gutters should not overflow during normal rain.
  (b) **Repair Responsibility.** The Builder will repair the gutter if it overflows during normal rains.

(3) **Water remains in the gutter after a rain.**
  (a) **Standard.** The water level should not exceed 1/2 inch in depth if the gutter is unobstructed by ice, snow, or debris.
  (b) **Repair Responsibility**. The Builder will repair the gutter to meet the standard guideline.

DD. SKYLIGHTS AND LIGHT TUBES

(1) **A skylight or a light tube leaks.**
  (a) **Standard.** Skylights and light tubes should be installed in accordance with the manufacturer's installation instructions. Leaks resulting from improper installation are considered excessive.
  (b) **Repair Responsibility**. The Builder will repair any improperly installed skylight and light tube to meet the standard guideline.

PLUMBING

EE. WATER SUPPLY SYSTEM

(1) **A pipe, valve, or fitting leaks.**
   (a) **Standard**. No leaks of any kind should exist from any water pipe, valve, or fitting.
   (b) **Repair Responsibility.** The Builder will make repairs to eliminate leaks.

(2) **Condensation is observed on pipes, fixtures, or plumbing supply lines.**
   (a) **Standard.** Condensation on pipes, fixtures, and plumbing supply lines may occur at certain temperatures and indoor humidity levels.
   (b) **Repair Responsibility.** The Purchaser is responsible for controlling humidity in the home. No corrective action is required by the Builder.

(3) **A water pipe freezes in cold weather or has burst.**
   (a) **Standard.** The Builder should provide adequate freeze protection to drain waste, vent, and supply line in accordance with the prevailing building code.
   (b) **Repair Responsibility.** The Builder shall bring freeze protection measure into compliance with the prevailing building code.

(4) **The water supply system fails to deliver water.**
   (a) **Standard.** All on-site service connections to the municipal water main or private water supply are the Builder's responsibility at the time of substantial completion of the project or closing.
   (b) **Repair Responsibility.** The Builder will repair the water supply system if the failure results from improper installation or failure of materials if the connections are a part of the construction agreement. Conditions beyond the control of the Builder that disrupt or eliminate the water supply are not covered.

(5) **The water pressure is low.**
   (a) **Standard.** The plumbing system shall be designed in accordance with the prevailing plumbing code. It should deliver water at the expected water pressure based on the pressure supply to the home. If the water source is from a public source or a (well) supplied by the Purchaser, then the Builder has no control over the pressure thus no responsibility.
   (b) **Repair Responsibility.** When water pressure is determined by public or private (well) water source, no corrective action is required by the Builder.

(6) **A water supply line is noisy.**
   (a) **Standard.** Because of the flow of water and pipe expansion/contraction, the water piping system may emit some noise. However, the pipes should not make the pounding noise called water hammer.
   (b) **Repair Responsibility.** The Builder cannot eliminate all noises caused by water flow and pipe expansion/contraction. However, the Builder will provide the water hammer protection required by the prevailing plumbing code.

(7) **The water heater is not properly secured.**
   (a) **Standard.** The water heater should be properly installed per manufacturer's specifications and the prevailing building code
   (b) **Repair Responsibility.** The Builder will secure the water heater as necessary to meet the standard guideline.

FF. PLUMBING FIXTURES

(1) **A faucet leaks.**
   (a) **Standard.** A faucet should not leak.
   (b) **Repair Responsibility.** The Builder will stop leak or replace a leaking faucet if the Builder provided the fixture.

(2) **Water flows outside a bathtub or shower.**
   (a) **Standard.** Bathtubs and showers should be installed properly according to the manufacturer's guidelines.
   (b) **Repair Responsibility.** The Builder will repair bathtub or shower leak as necessary to meet the standard guideline during the warranty period.

(3) **A plumbing fixture, appliance, or trim fitting is defective.**
   (a) **Standard.** Plumbing fixtures, appliances, and trim fittings should perform in accordance with manufacturer's specifications at the time of substantial completion of the project or closing.

(b) **Repair Responsibility.** Defective fixtures, appliances, or trim fittings are covered under the manufacturer's warranty. Builder will be responsible for repairing or replacing fixtures, appliances, and trim fittings provided by Builder during the warranty period.

(4) **The surface of plumbing fixture is cracked, chipped, or scratched.**
   (a) **Standard.** Cracks, chips, or scratches in surfaces of showers, bathtubs, and sinks are considered excessive if they are visible from 3 feet in normal lighting conditions at the time of substantial completion of the project or closing.
   (b) **Repair Responsibility**. The Builder shall repair any fixture that does not meet the standard guideline. The Builder is not responsible for repairs unless the damage is reported to the Builder prior to substantial completion of the project or closing.

(5) **The surface of a plumbing fixture is stained. The fixture has an accumulation of minerals on it, or the fixture has been etched or corroded.**
   (a) **Standard.** High mineral content water can cause staining or corrosion of plumbing fixtures.
   (b) **Repair Responsibility.** No corrective action is required by the Builder.

(6) **A bathtub or shower enclosure base flexes excessively.**
   (a) **Standard.** The bathtub or shower enclosure should be installed according to the manufacturer's instructions and perform in accordance with the manufacturer's specifications; however, some noticeable flex can be expected and is normal.
   (b) **Repair Responsibility.** The Builder will repair the base to meet the manufacturer's guideline.

(7) **A vanity top with a one-piece sink top is cracked.**
   (a) **Standard.** Vanity tops should not have cracks
   (b) **Repair Responsibility.** The Builder will repair or replace the vanity top to meet the standard guideline. Cracks must be noted prior to substantial completion of the project or closing.

(8) **A plumbing fixture does not deliver hot water.**
   (a) **Standard.** The plumbing lines and fixtures should be correctly installed.
   (b) **Repair Responsibility.** The Builder will correct the plumbing lines and/or adjust fixtures to meet the standard guideline.

GG. SANITARY SEWER OR SEPTIC SYSTEM

(1) **A toilet does not discharge wastewater properly.**
   (a) **Standard.** Toilet should perform in accordance with manufacture's specifications.
   (b) **Repair Responsibility.** The Builder will repair or replace the toilet not meeting the standard guideline.

(2) **The flushing level does not result in initiating a flush or water constantly enters the toilet.**
   (a) **Standard.** The flushing mechanism should function properly at the time of substantial completion of the project or closing.
   (b) **Repair Responsibility.** The Builder shall repair the flushing mechanism so that it operates properly

(3) **A sewer odor is noticeable inside the home coming from the wastewater system.**
   (a) **Standard.** A sewer odor should not be detectable inside the home under normal conditions.
   (b) **Repair Responsibility.** The Builder should take the steps necessary to meet the standard guideline.

ELECTRICAL

HH. FUSES AND CIRCUIT BREAKERS

(1) **A ground fault circuit interrupter (GFCI) or arc fault circuit interrupter (AFCI) trips frequently.**
   (a) **Standard.** GFCIs and AFCIs should perform as intended and will be installed and tested in accordance with the prevailing electrical codes during the warranty period.
   (b) **Repair Responsibility.** The Builder will install ground fault and arc fault circuit interrupters in accordance with the prevailing electrical codes. Tripping is to be expected; however, the Builder will repair or replace components that frequently trip due to component failure or incorrect installation during the warranty period.

(2) **A circuit breaker trips.**
   (a) **Standard.** Circuit breakers should not be tripped by normal usage.
   (b) **Repair Responsibility.** The Builder will check wiring, circuits, and components for conformity with prevailing electrical code. The Builder will correct noncompliant elements during the warranty period.

(3) **The home has lost partial power.**
   (a) **Standard.** The electrical supply to the home should be installed in accordance with the prevailing electrical codes.
   (b) **Repair Responsibility.** The Builder will check the wiring for conformity with prevailing electrical codes. The Builder will correct noncompliant elements during the warranty period.

II. OUTLETS AND FIXTURES

(1) **Electrical outlets, switches, or fixtures malfunction.**
   (a) **Standard.** All electrical outlets, switches, and fixtures should operate as designed.
   (b) **Repair Responsibility**. The Builder will repair or replace malfunctioning electrical outlets, switches, and fixtures to meet the standard guideline during the warranty period.

(2) **Interior receptacle or switch covers protrude from the wall.**
   (a) **Standard.** Interior receptacle or switch covers should not protrude more than 1/16 inch from the wall.
   (b) **Repair Responsibility**. The Builder will adjust the covers to meet the standard guideline.

(3) **The Purchaser's 220-volt appliance plug does not fit the outlet provided by the Builder.**
   (a) **Standard.** The Builder should install electrical outlets required by the prevailing electrical code.
   (b) **Repair Responsibility.** No corrective action is required by the Builder.

(4) **Lighting dims or flickers when other electrical devices are in use.**
   (a) **Standard.** General lighting outlets should be installed per the prevailing electrical codes.
   (b) **Repair Responsibility.** The Builder will repair or replace outlets to meet the standard guideline.

(5) **Low-voltage lighting flickers.**
   (a) **Standard.** Low-voltage lighting should operate as designed.
   (b) **Repair Responsibility.** The Builder will repair or replace malfunctioning low-voltage fixtures to meet the standard guideline during the warranty period.

(6) **Ceiling fan vibrates excessively and/or is noisy.**
   (a) **Standard.** The Builder should install ceiling fans in accordance with the manufacturer's instructions (including blade balances).
   (b) **Repair Responsibility.** The Builder will correct any fan installation not in accordance with the standard guideline if the fan was supplied and installed by the Builder.

(7) **A smoke or carbon monoxide detector chirps or otherwise malfunctions.**
   (a) **Standard.** Detectors should operate as designed at substantial completion of the project or closing.
   (b) **Repair Responsibility.** The Builder will repair or replace the smoke or carbon monoxide detector to meet the standard guideline during the warranty period.

(8) **Telephone and cable television wiring do not operate as intended.**
   (a) **Standard.** Telephone and cable television wiring should be installed by the Builder in accordance with the prevailing building codes.
   (b) **Repair Responsibility.** The Builder shall repair telephone or cable television wiring not meeting the standard guideline during the warranty period.

(9) **Recessed can lights turn off.**
   (a) **Standard.** Recessed lighting should operate as designed.
   (b) **Repair Responsibility.** The Builder shall repair recessed can lights not meeting the standard guideline.

INTERIOR CLIMATE CONTROL

JJ. AIR INFILTRATION AND DRAFTS

(1) **Air infiltrates around exterior doors or windows.**
   (a) **Standard.** Weather stripping should be installed and sized properly to seal the exterior door when closed. Windows will be installed per the manufacturer's instructions.
   (b) **Repair Responsibility.** The Builder will correct to meet the standard guideline. Some infiltration is usually noticeable around doors and windows.

(2) **A draft comes through an electrical outlet.**
   (a) **Standard.** Electrical outlets and switch boxes on exterior walls may allow air to flow through or around an outlet into a room, as allowed by the prevailing building code.

(b) **Repair Responsibility**. No corrective action is required by the Builder, except to conform to the prevailing building code.

(3) **The temperature or humidity of the home seems to change when the central vacuum system is operated.**

(a) **Repair Responsibility.** No corrective action is required by the Builder.

KK. HUMIDITY CONTROL AND CONDENSATION

(1) **Water, ice, frost, or condensation is observed on the interior frame or glass surface of a window.**

(a) **Standard.** Windows should be installed in accordance with the manufacturer's instructions and the prevailing building codes.

(b) **Repair Responsibility.** No corrective action is required by the Builder.

LL. DUCTS AND AIRFLOW

(1) **The ductwork makes noises.**

(a) **Standard.** Ductwork should be constructed and installed in accordance with applicable mechanical code requirements.

(b) **Repair Responsibility.** No corrective action is required by the Builder unless the duct does not comply with the prevailing building codes.

(2) **The ductwork produces excessively loud noises commonly known as "oil canning"**.

(a) **Standard.** The stiffening of the ductwork and the thickness of the metal used should be such that ducts do not "oil can". The booming noise caused by oil canning is considered excessive.

(b) **Repair Responsibility.** The Builder shall correct the ductwork to eliminate oil canning.

(3) **There is airflow noise at a register.**

(a) **Standard.** The register should be correctly installed according to the prevailing building code.

(b) **Repair Responsibility.** No corrective action is required by the Builder, unless registers are not installed according to the prevailing building code.

(4) **There is insufficient airflow to registers.**

(a) **Standard.** The ductwork should be correctly installed according to the prevailing building code and applicable mechanical code.

(b) **Repair Responsibility.** The Builder will correct ductwork to meet the standard guideline. If the airflow is adequate to properly condition the room, no corrective action is required of the Builder.

MM. HEATING AND COOLING SYSTEMS

(1) **The heating system is inadequate.**

(a) **Standard.** The heating system shall be capable of producing an inside temperature of 70 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor under local outdoor winter design conditions. National, state, or local energy codes shall supersede this standard guideline where such codes have been adopted. Work should be done in accordance with the prevailing building codes.

(b) **Repair Responsibility.** The Builder will correct the heating system to provide the required temperature in accordance with the standard guideline or applicable code requirements. However, the Purchaser will be responsible for balancing dampers and registers and for making other necessary minor adjustments.

(2) **Some rooms are colder or hotter, or more humid than others.**

(a) **Standard.** The conditioning system should perform in accordance with the prevailing building code.

(b) **Repair Responsibility.** The Builder shall correct the flow of air to rooms to bring the flow into accordance with the prevailing building code.

(3) **The radiant floor has cold spots.**

(a) **Standard.** The radiant floor should be installed according to the manufacturer's instructions.

(b) **Repair Responsibility.** The Builder will correct to meet the standard guideline.

(4) **The cooling of a room is inadequate.**

(a) **Standard**. If air conditioning is installed by the Builder, the cooling system shall be capable of maintaining a temperature of 78 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor under local outdoor summer design conditions. In the case of outside temperatures exceeding 95 degrees Fahrenheit, the system will keep the inside temperature 15 degrees Fahrenheit cooler than the outside temperature. National, state, or local codes will supersede this guideline where such codes have been adopted. Work should be done in accordance with the prevailing building codes.

(b) **Repair Responsibility.** The Builder will correct the cooling system to provide the required temperature in accordance with the applicable code requirements.

(5) **The air handler or furnace vibrates.**
(a) **Standard.** The units should be installed in accordance with the manufacturer's instructions and the prevailing building codes.
(b) **Repair Responsibility.** The Builder will correct the items according to the manufacturer's instructions and prevailing building code requirements.

(6) **A condensate line is clogged**.
(a) **Standard.** Condensate lines should be free of all clogs at the time of substantial completion of the project or closing.
(b) **Repair Responsibility**. The Builder shall correct clogs existent before substantial completion of the project or closing. If a clog occurs after substantial completion of the project or closing, no corrective action is required by the Builder.

(7) **A refrigerant line or fittings leak.**
(a) **Standard.** Refrigerant lines and fittings should not leak.
(b) **Repair Responsibility.** The Builder will repair leaking refrigerant lines or fittings and recharge the air-conditioning/heat pump unit, unless the damage was caused by the Purchaser's actions or negligence.

(8) **There is condensation on the outside of the air handlers, refrigerant lines or ducts.**
(a) **Standard.** Moisture can be expected to condense and/or freeze on the exterior surfaces of air handlers, lines, and ducts when the air temperature is different from the surface temperature.
(b) **Repair Responsibility.** No corrective action is required by the Builder, unless the condensation is directly attributed to faulty installation.

NN. VENTILATION

(1) **Kitchen or bath fans allow air infiltration.**
(a) **Standard.** Kitchen and bath fans should be installed in accordance with the manufacturer's instructions and prevailing building code requirements and perform in accordance with the manufacturer's specifications.
(b) **Repair Responsibility.** No corrective action is required by the Builder if the fan installation meets the standard guideline.

(2) **HVAC vent or register covers protrude from a smooth wall or ceiling surface.**
(a) **Standard.** Registers should not protrude more than 1/16 inch from a smooth wall or ceiling surface at the time of substantial completion of the project or closing.
(b) **Repair Responsibility.** The Builder will correct to meet the prevailing building code.

(3) **HVAC vent or register covers protrude from a rough or texture wall or ceiling surface.**
(a) **Standard.** Registers should not protrude more than 1/16 inch from a rough or texture wall or ceiling surface at the time of substantial completion of the project or closing. Some texture wall finishes may not allow a register to be installed flush.
(b) **Repair Responsibility.** The Builder will correct to meet the prevailing building code.

(4) **HVAC vent or register covers protrude from floors.**
(a) **Standard.** Registers should not protrude more than 1/16 inch from floor surface at the time of substantial completion of the project or closing.
(b) **Repair Responsibility.** The Builder will correct to meet the prevailing building code.

(5) **Exhaust fan does not discharge to the exterior.**
(a) **Standard.** Exhaust fans should vent in accordance with the prevailing building code.
(b) **Repair Responsibility.** The Builder will correct to meet the standard guideline.

INTERIOR FINISH

OO. INTERIOR DOORS

(1) **An interior door is warped.**
(a) **Standard.** Except as noted, interior doors should not become inoperable due to warping. A 1/4 inch tolerance, as measured diagonally from corner to corner, is acceptable.

(b) **Repair Responsibility.** The Builder will correct or replace and refinish defective doors to match existing doors as closely as practical.

(2) **Bifold and bypass doors come off their tracks during normal operation.**
(a) **Standard.** At the time of substantial completion of the project or closing, bifold and bypass doors should slide properly on their tracks.
(b) **Repair Responsibility.** One time only during the warranty period, the Builder will adjust any bifold and bypass door that does not stay on its track during normal operation.

(3) **A pocket door rubs in its pocket during normal operation.**
(a) **Standard.** Pocket doors should operate smoothly during normal operation.
(b) **Repair Responsibility.** One time only during the warranty period, the Builder will adjust the pocket door to meet the standard guideline

(4) **A wooden door panel has shrunk or split.**
(a) **Standard.** Wooden door panels should not split to the point where light is visible through the door.
(b) **Repair Responsibility.** One time only during the warranty period, the Builder will fill splits in the door panel with wood filler and will match the paint or stain as closely as practical.

(5) **A door rubs on jambs or Builder-installed floor covering.**
(a) **Standard.** Doors should not rub on jambs or Builder-installed flooring.
(b) **Repair Responsibility.** One time only during the warranty period, the Builder will adjust the door as necessary to meet the standard guideline.

(6) **A door edge is not parallel to door jamb.**
(a) **Standard.** Where the Builder installs the doorframe and the door, the door edge should be within 3/16 inch of parallel to the doorjamb.
(b) **Repair Responsibility.** One time only during the warranty period, the Builder will adjust the door as necessary to meet the standard guideline.

(7) **Door swings open or closed from the force of gravity.**
(a) **Standard.** Doors should not swing open or closed from the force of gravity alone.
(b) **Repair Responsibility.** One time only during the warranty period, the Builder will adjust the door as necessary to meet the standard guideline.

(8) **A door hinge squeaks.**
(a) **Standard.** Door hinges should not squeak.
(b) **Repair Responsibility.** One time only during the warranty period, the Builder will adjust the door as necessary to meet the standard guideline.

(9) **Interior doors do not operate smoothly.**
(a) **Standard.** Doors should move smoothly with limited resistance.
(b) **Repair Responsibility.** One time only during the warranty period, the Builder will adjust the door to meet the standard guideline.

(10) **A doorknob or latch does not operate smoothly.**
(a) **Standard.** A doorknob or latch should not stick or bind during operation.
(b) **Repair Responsibility.** One time only during the warranty period, the Builder will adjust, repair, or replace knobs or latches that are not operating smoothly.

PP. INTERIOR STAIRS

(1) **An interior stair tread deflects.**
(a) **Standard.** The maximum vertical deflection of an interior stair tread should not exceed 1/8 inch at 200 pounds of force.
(b) **Repair Responsibility.** The Builder will repair the stair to meet the standard guideline.

(2) **Gaps exist between interior stair risers, treads and/or skirts.**
(a) **Standard**. Gaps between adjoining parts that are designed to meet flush should not exceed 1/8 inch in width.
(b) **Repair Responsibility.** The Builder will repair or replace the parts as necessary to meet the standard guideline.

(3) **A stair riser or tread squeaks.**
(a) **Standard.** Loud squeaks caused by a loose stair riser or tread are considered excessive; however, totally squeak-proof stair risers or treads cannot be guaranteed.
(b) **Repair Responsibility.** The Builder will refasten any loose risers or treads or take other reasonable and cost-effective corrective action, based on his/her best judgement, to eliminate squeaking without removing treads or ceiling finishes.

(4) **Gaps exist between interior stair railing parts.**
   (a) **Standard.** Gaps between interior stair railing parts should not exceed 1/8 inch in width.
   (b) **Repair Responsibility.** The Builder will ensure that individual parts of the railing are securely mounted. Any remaining gaps will be filled or the parts will be replaced to meet the standard guideline.

(5) **An interior stair railing lacks rigidity.**
   (a) **Standard.** Interior stair railings should be installed in accordance with applicable building codes.
   (b) **Repair Responsibility.** The Builder will secure any stair railing parts that loosen with normal use, to meet the standard guideline.

QQ. TRIM AND MOLDINGS

(1) **There are gaps at non-mitered trim and moldings.**
   (a) **Standard.** At the time of substantial completion of the project or closing, openings at joints in trim and moldings, and at joints between moldings and adjacent surfaces, should not exceed 1/8 inch in width.
   (b) **Repair Responsibility.** The Builder will repair joints to meet the standard guideline.

(2) **Nails are not properly set or nail holes are not properly filled.**
   (a) **Standard.** Setting nails and filling nail holes are considered part of the painting and finishing. After finishing, nails and nail holes should not be readily visible from a standing position facing the surface at a distance of 6 feet under normal lighting condition. After painting or staining, putty colors will not exactly match variations in wood color.
   (b) **Repair Responsibility**. Where the Builder is responsible for painting, the Builder will take action necessary to meet the standard guideline. Puttying of nail holes in base and trim molding installed in unfinished rooms and areas not exposed to view (such as inside of closet) is not included in this guideline.

(3) **An inside corner is not coped or mitered.**
   (a) **Standard.** Trim and molding edges at inside corners should be coped or mitered. However, square-edge trim and molding may be butted.
   (b) **Repair Responsibility**. The Builder will finish inside corners to meet the standard guideline.

(4) **Trim or molding mitered edges do not meet.**
   (a) **Standard.** At the time of substantial completion of the project or closing, gaps between mitered edges in trim and molding should not exceed 1/8 inch.
   (b) **Repair Responsibility**. The Builder will repair gaps that do not meet the standard guideline. Caulking or puttying with materials compatible with the finish is acceptable.

(5) **Interior trim is split.**
   (a) **Standard.** Splits, cracks, and checking greater than 1/8 inch in width are considered excessive.
   (b) **Repair Responsibility**. <u>One time only</u> during the warranty period, the Builder will repair the affected area to meet the standard guideline. Refinished or replaced areas may not match surrounding surfaces exactly.

(6) **Hammer marks are visible on interior trim.**
   (a) **Standard.** Hammer marks on interior trim should not be readily visible from a standing position facing the surface at a distance of 6 feet under normal lighting conditions.
   (b) **Repair Responsibility**. The Builder will fill hammer marks and refinish or replace affected trim to meet the standard guideline. Refinished or replaced areas may not match surrounding surfaces exactly.

(7) **Wood trim appearance is uneven.**
   (a) **Standard.** Variations in natural wood trim are common.
   (b) **Repair Responsibility.** No corrective action is required by the Builder.

RR. CABINETS

(1) **Cabinets do not meet the ceiling or walls.**
   (a) **Standard.** Gaps greater than 1/4 inch in width are considered excessive.
   (b) **Repair Responsibility**. The Builder will repair the gap with caulk, putty, scribe molding, or will reposition/reinstall cabinets to meet the standard guideline.

(2) **Cabinets do not line up with each other.**
   (a) **Standard**. Cabinet faces more than 1/8 inch out of line, and cabinet corners more than 3/16 inch out of line are considered excessive.
   (b) **Repair Responsibility**. The Builder will make necessary adjustments to meet the standard guideline.

(3) **A cabinet door or drawer front is warped.**
   (a) **Standard.** Door or drawer warpage should not exceed 1/4 inch as measured from the face frame to the point of furthermost warpage, with the door or drawer front in a closed position.

(b) **Repair Responsibility**. The Builder will correct or replace doors and drawer fronts as necessary to meet the standard guideline.

(4) **A cabinet door or drawer binds.**
(a) **Standard.** Cabinet doors and drawers should open and close with reasonable ease.
(b) **Repair Responsibility.** The Builder will adjust or replace cabinet door hinges and/or drawer hardware as necessary to meet the standard guideline.

(5) **A cabinet door will not stay closed.**
(a) **Standard.** The catches or closing hardware for cabinet doors shall be adequate to hold the doors in a closed position.
(b) **Repair Responsibility.** One time only during the warranty period, the Builder will adjust or replace the door catches or closing hardware as necessary to meet the standard guideline.

(6) **Cabinet doors or drawer fronts are cracked.**
(a) **Standard.** Cabinet doors and drawer fronts should not crack.
(b) **Repair Responsibility.** The Builder will replace or repair cracked panels and drawer fronts. No corrective action is required by the Builder if the cracked drawer fronts or panels result from the Purchaser's abuse.

(7) **Cabinet units are not level.**
(a) **Standard.** Individual cabinets should not have a deviation of more than 3/16 inch out of level.
(b) **Repair Responsibility.** The Builder will level cabinets to meet the standard guideline.

(8) **A cabinet frame is out of square.**
(a) **Standard.** A cabinet frame, when measured diagonally from corner to corner, should not exceed a difference of more than 1/4 inch.
(b) **Repair Responsibility.** The Builder will repair or replace the cabinet to meet the standard guideline.

(9) **Cabinet doors do not align when closed.**
(a) **Standard.** Gaps between doors should not deviate more than 1/8 inch from top to bottom.
(b) **Repair Responsibility.** The Builder will adjust doors to meet the standard guideline.

SS. COUNTERTOPS

(1) **High-pressure laminate on countertop is delaminated.**
(a) **Standard.** Countertops fabricated with a high-pressure laminate covering should not delaminate.
(b) **Repair Responsibility.** The Builder will repair or replace delaminated coverings, unless the delamination was caused by the Purchaser's misuse or negligence.

(2) **The surface of high-pressure laminate on a countertop is cracked or chipped.**
(a) **Standard.** At the time of substantial completion of the project or closing, cracks or chips greater than 1/16 inch are considered excessive.
(b) **Repair Responsibility.** The Builder will repair or replace cracked or chipped countertops to meet the standard guideline only if they are reported at the time of substantial completion of the project or closing.

(3) **Countertops are visibly scratched.**
(a) **Standard.** At the time of substantial completion of the project or closing, countertops should be free of scratches visible from 6 feet under normal lighting conditions.
(b) **Repair Responsibility.** The Builder will repair scratches in the countertop to meet the standard guideline.

(4) **A countertop is not level.**
(a) **Standard.** Countertops should be no more than 3/8 inch in 10 feet out of parallel with the floor.
(b) **Repair Responsibility.** The Builder will make necessary adjustments to meet the standard guideline.

(5) **A tile countertop has uneven grout lines.**
(a) **Standard.** Grout lines should not vary more than 1/16 inch from the widest to the narrowest.
(b) **Repair Responsibility.** The Builder will make corrections as necessary to bring the grout lines into compliance to meet the standard guideline.

(6) **Tile countertop grout lines are cracked.**
(a) **Standard.** Tile grout is a cement product and is subject to cracking. Cracks that result in loose tiles or gaps of 1/16 inch are excessive.
(b) **Repair Responsibility.** One time only during the warranty period, the Builder will repair the grout lines of cracks that result in loose tiles or gaps of 1/16 inch by adding grout, caulking, or replacing grout.

(7) **The surface of countertop tile has excessive lippage from the adjoining tile.**
(a) **Standard.** Lippage greater than 1/16 inch is considered excessive, except for materials that are designed with an irregular height (such as handmade tile).
(b) **Repair Responsibility.** The Builder will repair or replace the tile to meet the standard guideline.

(8) **A granite, marble, stone, or solid-surface countertop is cracked.**
  (a) **Standard.** At the time of substantial completion of the project or closing, cracks greater than 1/32 inch in width are considered excessive.
  (b) **Repair Responsibility.** If the crack is found to be a result of faulty installation or product, the Builder will repair or replace the countertop. Patching is an acceptable repair.

(9) **A granite, marble, stone, or solid-surface countertop has texture or color variation.**
  (a) **Standard.** Color variations in natural-surface products are acceptable. Solid-surface variations in texture and colors are covered by the manufacturer's warranty.
  (b) **Repair Responsibility.** No corrective action is required by the Builder.

(10) **A granite, marble, stone, or solid-surface countertop is chipped.**
  (a) **Standard.** At the time of substantial completion of the project or closing, chips greater than 1/32 inch in width are considered excessive.
  (b) **Repair Responsibility.** The Builder will repair or replace affected areas to meet the standard guideline. The use of an appropriate filler is an acceptable repair.

(11) **A granite, marble, stone, or solid-surface countertop has visible seams.**
  (a) **Standard.** Seams may be visible and especially noticeable with certain countertop materials and darker finishes.
  (b) **Repair Responsibility.** No corrective action is required by the Builder.

(12) **A granite, marble, or stone countertop has excessive lippage between sections.**
  (a) **Standard.** Lippage greater than 1/32 inch is considered excessive.
  (b) **Repair Responsibility.** The Builder will repair or replace the countertop to meet the standard guideline.

(13) **A solid-surface or laminate countertop has a bubble, burn, stain, or other damage.**
  (a) **Standard.** At time of substantial completion of the project or closing, solid-surface or laminate countertops should be free of bubbles, burns, or stains.
  (b) **Repair Responsibility.** The Builder will repair or replace the countertop to meet the standard guideline.

(14) **Manmade cultured marble top has hairline cracking around or near the drain.**
  (a) **Standard.** At the time of substantial completion of the project or closing, no visible cracks should be apparent to the naked eye. The countertop should withstand water temperatures of 130 degrees Fahrenheit without cracking.
  (b) **Repair Responsibility.** The Builder will repair or replace the countertop to meet the standard guideline.

INTERIOR WALL FINISH

TT. LATH AND PLASTER

(1) **Cracks are visible on a finished wall or ceiling.**
  (a) **Standard.** Cracks should not exceed 1/16 inch in width.
  (b) **Repair Responsibility.** One time only during the warranty period, the Builder will repair cracks exceeding 1/16 inch in width. The Builder will touch up paint on repaired areas if the Builder was responsible for the original interior painting. A perfect match between original and new paint cannot be expected and the Builder is not required to paint an entire wall or room.

UU. GYPSUM WALLBOARD OR DRYWALL

(1) **Nail pops, blisters, or other blemishes are visible on a finished wall or ceiling.**
  (a) **Standard.** Any such blemishes that are readily visible from a standing position facing the surface at a distance of 6 feet under normal lighting conditions are considered excessive.
  (b) **Repair Responsibility.** One time only during the warranty period, the Builder will repair such blemishes. The Builder will touch up paint on repaired areas if the Builder was responsible for the original interior painting. A perfect match between original and new paint cannot be expected, and the Builder is not required to paint an entire wall or room. The Builder is not required to repair defects that are covered by wallcoverings and that, therefore, are not visible.

(2) **Cracked corner bead, excess joint compound, trowel marks, or blisters in tape joints are observed on the drywall surface.**
  (a) **Standard.** Defects resulting in cracked corner bead, trowel marks, excess joint compound or blisters in tape are considered excessive.

(b) **Repair Responsibility.** One time only during the warranty period, the Builder will repair the affected area of the wall to meet the standard guideline.

(3) **Joints protrude from the surface.**
(a) **Standard.** Any joints that are visible from a standing position facing the surface at a distance of 6 feet under normal lighting conditions are considered excessive.
(b) **Repair Responsibility**. One time only during the warranty period, the Builder will repair affected areas.

(4) **Angular gypsum wallboard joints are uneven.**
(a) **Standard.** This is a common condition that occurs with randomly applied materials.
(b) **Repair Responsibility**. No corrective action is required by the Builder.

(5) **The texture of the gypsum wallboard does not match.**
(a) **Standard.** Any variations that are readily visible from a standing position facing the surface at a distance of 6 feet under normal lighting conditions are considered excessive.
(b) **Repair Responsibility**. The Builder will repair the affected area to meet the standard guideline.

(6) **Drywall is cracked.**
(a) **Standard.** Drywall cracks greater than 1/16 inch in width are considered excessive.
(b) **Repair Responsibility**. One time only during the warranty period, the Builder will repair cracks and touch up paint in affected areas. The texture and paint color may not exactly match the existing texture and paint color.

(7) **Sprayed or textured ceilings have uneven textures.**
(a) **Standard.** This is a common condition that occurs with randomly applied materials.
(b) **Repair Responsibility**. No corrective action is required by the Builder.

VV. PAINT, STAIN, AND VARNISH

(1) **Interior paint does not cover the underlying surface.**
(a) **Standard.** The surface being painted should not show through new paint when viewed from a standing position facing the surface at a distance of 6 feet under normal lighting conditions.
(b) **Repair Responsibility**. The Builder will recoat affected areas as necessary to meet the standard guideline as closely as practical.

(2) **An interior surface is spattered with paint.**
(a) **Standard.** Paint spatters should not be readily visible on walls, woodwork, floors or other interior surfaces when viewed from a standing position facing the surface at a distance of 6 feet under normal lighting conditions.
(b) **Repair Responsibility**. The Builder will remove paint spatters to meet the standard guideline.

(3) **Brush and roller marks show on interior painted surface.**
(a) **Standard**. Brush marks should not be readily visible on interior painted surfaces when viewed from a standing position facing the surface at a distance of 6 feet under normal lighting conditions.
(b) **Repair Responsibility**. The Builder will refinish as necessary to meet the standard guideline and match affected areas as closely as practical.

(4) **Lap marks show on interior painted or stained areas.**
(a) **Standard.** Lap marks should not be readily visible on interior paint or stained areas when viewed from a standing position facing the surface at a distance of 6 feet under normal lighting conditions.
(b) **Repair Responsibility**. The Builder will refinish as necessary to meet the standard guideline and match affected areas as closely as practical.

(5) **Interior painting, staining, or refinishing of repair work does not match.**
(a) **Standard.** A perfect match between original and new paint cannot be expected. Repairs required under the standard guideline will be finished to match the immediate surrounding areas as closely as practical.
(b) **Repair Responsibility.** No corrective action is required by the Builder.

(6) **Resin has bled through the paint on interior trim.**
(a) **Standard.** This is a common condition that can be expected to occur with natural materials such as wood.
(b) **Repair Responsibility.** No corrective action is required by the Builder.

WW. WALLPAPER AND VINYL WALLCOVERINGS

(1) **The wallcovering has peeled.**
(a) **Standard.** The wallcovering should not peel.
(b) **Repair Responsibility.** The Builder will reattach or replace the loose wallcovering if the Builder installed the covering and peeling is not due to Purchaser action.

(2) **Patterns in wallcovering are mismatched.**
   (a) **Standard.** Patterns in wallcoverings should match. The irregularities in the patterns themselves are the manufacturer's responsibility.
   (b) **Repair Responsibility.** The Builder will correct the wallcovering to meet the standard guideline.

FLOORING

XX. CARPETING

(1) **Carpet does not meet at the seams.**
   (a) **Standard.** Visible gaps at the seams are considered excessive.
   (b) **Repair Responsibility.** It is not unusual for carpet seams to be visible from a standing position. If the carpet was installed by the Builder, the Builder will correct visible gaps at carpet seams.

(2) **Carpet is stretched or loose.**
   (a) **Standard.** When stretched and secured properly, wall-to-wall carpeting installed should not unfasten, loosen, or separate from the points of attachment.
   (b) **Repair Responsibility.** If the carpeting was installed by the Builder, the Builder will re-stretch or resecure the carpeting as necessary to meet the standard guideline.

(3) **Carpet has faded or discolored.**
   (a) **Standard.** Fading or discoloration of carpet is a manufacturer's responsibility.
   (b) **Repair Responsibility.** No corrective action is required by the Builder.

(4) **Carpet appears to be different colors.**
   (a) **Standard.** Carpet for a room should be ordered and installed from a single manufacturer's dye lot. Carpet shade variance is the manufacturer's responsibility.
   (b) **Repair Responsibility.** No corrective action is required by the Builder.

(5) **Dead spots or voids are observed in padding areas below the carpet surface.**
   (a) **Standard.** Carpeted areas should not have dead spots or voids.
   (b) **Repair Responsibility.** The Builder will repair or replace padding in the affected areas to meet the standard guideline.

YY. VINYL FLOORING

(1) **Nail pops are observed on the surface of vinyl flooring.**
   (a) **Standard.** Visible nail pops on floor covering are considered excessive.
   (b) **Repair Responsibility.** The Builder will repair the nail pops that are visible.

(2) **Depressions or ridges are observed in flooring because of subfloor irregularities.**
   (a) **Standard.** Readily apparent depressions or ridges exceeding 1/8 inch are excessive.
   (b) **Repair Responsibility.** The Builder will take the necessary corrective action to meet the standard guideline. The Builder should not be responsible for discontinued patterns or color variations when replacing the floor covering. The ridge or depression measurement is taken at the end of a 6-inch straightedge centered over the depression or ridge with 3 inches of the straightedge held tightly to the floor on one side of the affected area. Measure under the straightedge to determine the depth of the depression or height of the ridge.

(3) **Vinyl flooring has lost adhesion.**
   (a) **Standard.** Floor covering should be securely attached to the substrate or underlayment.
   (b) **Repair Responsibility.** If flooring becomes detached due to improper installation by the Builder, the Builder will repair or replace the affected flooring as necessary. The Builder is not responsible for discontinued patterns or color variations when replacing the floor covering.

(4) **Seams or shrinkage gaps show at vinyl flooring joints.**
   (a) **Standard.** Gaps at joints/seams in vinyl flooring should not exceed 1/32 inch in width. Where dissimilar materials abut, the gap should not exceed 1/16 inch.
   (b) **Repair Responsibility.** The Builder will repair or replace the flooring as necessary to meet the standard guideline. The Builder should not be responsible for discontinued patterns or color variations when replacing the floor covering.

(5) **Bubbles are observed in vinyl flooring.**
   (a) **Standard.** Bubbles resulting from trapped air and that protrude higher than 1/16 inch from the floor are considered excessive.
   (b) **Repair Responsibility.** The Builder will repair the floor to meet the standard guideline in accordance with the manufacturer's recommendations.

(6) **The patterns on vinyl flooring are misaligned.**
   (a) **Standard.** Patterns at seams between adjoining pieces should be aligned to within 1/8 inch.
   (b) **Repair Responsibility.** The Builder will correct the flooring to meet the standard guideline.

(7) **Yellowing is observed on the surface of vinyl floor covering.**
   (a) **Standard.** The Builder should install vinyl flooring in accordance with the manufacturer's instructions.
   (b) **Repair Responsibility.** If the yellowing resulted from improper installation by the Builder, the Builder will repair or replace the flooring. Yellowing resulting from a manufacturer's defect or from the Purchaser's misuse or lack of maintenance is not covered by the Builder.

(8) **A resilient floor tile is loose.**
   (a) **Standard.** Resilient floor tiles should be securely attached to the substrate.
   (b) **Repair Responsibility**. The Builder will attach loose resilient floor tiles securely to the substrate. The old adhesive will be removed if necessary to resecure the tiles.

(9) **The corners or patterns of resilient floor tile are misaligned.**
   (a) **Standard.** The corners of adjoining resilient floor tiles should be aligned to within 1/8 inch. Misaligned patterns are not covered unless they result from improper orientation of the floor tiles.
   (b) **Repair Responsibility**. The Builder will correct resilient floor tiles with misaligned corners to meet the standard guideline.

ZZ. HARDWOOD FLOORING

(1) **Gaps exist between hardwood floorboards.**
   (a) **Standard.** At the time of substantial completion of the project or closing, gaps between hardwood floorboards should not exceed 1/8 inch in width.
   (b) **Repair Responsibility.** The Builder will repair gaps that do not meet the standard guideline.

(2) **Hardwood floorboards are cupping or crowning.**
   (a) **Standard.** Cupping or crowning in hardwood floorboards should not exceed 1/16 inch in height in a 3-inch maximum span measured perpendicular to the long axis of the board. Cupping or crowning appearing after installations are a result of fluctuation in the moisture conditions in the home, causing a noticeable curvature in the face of the floorboards. Cupping or crowning caused by exposure to moisture or humidity fluctuation are beyond the Builder's control and is not the Builder's responsibility.
   (b) **Repair Responsibility.** The Builder will correct or repair boards to meet the standard guideline if the cupping or crowning was caused by factors within the Builder's control, only after the moisture content of the flooring and/or the environmental condition have stabilized.

(3) **Excessive lippage is observed along the joints of prefinished wood flooring products.**
   (a) **Standard.** Lippage greater than 1/16 inch is considered excessive.
   (b) **Repair Responsibility**. The Builder will repair lippage in the affected area to meet the standard guideline if the lippage was caused by elements within the Builder's control.

(4) **A wood floor is out of square.**
   (a) **Standard.** The diagonal of a triangle with sides of 12 feet and 16 feet along the edges of the floor should be no more than 1/2 inch more or less than 20 feet.
   (b) **Repair Responsibility.** The Builder will make the necessary modifications in the most practical manner to any floor that does not comply with the standard guideline for squareness. The modification will produce a satisfactory appearance and may be either structural or cosmetic.

(5) **Voids or *skips* are observed in the floor finish.**
   (a) **Standard.** Voids that are readily visible from a standing position under normal lighting conditions are considered excessive.
   (b) **Repair Responsibility**. The Builder will repair the floor finish in the affected area(s) to meet the standard guideline.

(6) **The top coating on hardwood flooring has peeled or chipped.**
   (a) **Standard.** Field-applied coating should not peel during normal usage. Prefinished coatings are the manufacturer's responsibility.

(b) **Repair Responsibility**. The Builder will refinish any field-applied finishes that have peeled during the warranty period. Prefinished coatings should not have peeled at the time of substantial completion of the project or closing.

(7) **Hardwood flooring has buckled.**
- (a) **Standard.** Under normal conditions and usage, hardwood flooring should not buckle.
- (b) **Repair Responsibility.** The Builder will repair the affected area to meet the standard guideline if buckling was caused by elements within the Builder's control.

(8) **Hardwood flooring has released from the substrate.**
- (a) **Standard.** Under normal conditions and usage, hardwood flooring should not lift from the substrate.
- (b) **Repair Responsibility.** To meet the standard guideline, the Builder will repair the affected area if the lifting was caused by factors within the Builder's control.

(9) **Excessive knots and color variations are observed in hardwood flooring.**
- (a) **Standard.** The Builder should install the grade of hardwood specified for the project. All wood should be consistent with the grade or quality specified.
- (b) **Repair Responsibility**. The Builder will replace any improper grade or quality of wood.

(10) **Slivers or splinters are observed in hardwood flooring.**
- (a) **Standard.** Slivers or splinters should not be visible.
- (b) **Repair Responsibility**. The Builder will repair flooring in the affected areas to meet the standard guideline.

(11) **Hardwood flooring has visible scratches and dents.**
- (a) **Standard**. At the time of substantial completion of the project or closing, hardwood flooring should not have scratches and dents visible from a standing position under normal lighting conditions.
- (b) **Repair Responsibility.** The Builder will repair flooring in the affected areas to meet the standard guideline.

(12) **"Sticker burn" is observed on the surface of strip flooring.**
- (a) **Standard**. Discoloration from stacking strips on hardwood flooring is considered excessive in certain grades of flooring but is allowable in others.
- (b) **Repair Responsibility.** The Builder will repair or replace areas with sticker burn if they are not permitted in the grade of wood specified for the project.

AAA. TILE, BRICK, MARBLE, AND STONE FLOORING

(1) **Tile, brick, marble, or stone flooring is broken or loosened.**
- (a) **Standard.** Tile, brick, marble, or stone flooring should not be broken or loose.
- (b) **Repair Responsibility.** The Builder will replace broken tiles, bricks, marble, or stone flooring, and resecure loose tiles, bricks, marble, or stone, unless flooring was damaged by the Purchaser's actions or negligence. The Builder is not responsible for discontinued patterns or color variations when replacing tile, brick, marble, or stone flooring.

(2) **Cracks are observed in the tile grout or at the junctures with other material, such as a bathtub.**
- (a) **Standard.** Cracks in grouting of tile joints commonly result from normal shrinkage conditions. Cracks that result in loose tiles or gaps in excess of 1/16 inch are considered excessive.
- (b) **Repair Responsibility**. One time only during the warranty period, the Builder will repair grout to meet the standard guideline. The Builder is not responsible for color variation or discontinued colored grout. The Purchaser is responsible for regrouting these joints after the Builder's one-time repair.

(3) **There is lippage of adjoining marble or ceramic tile.**
- (a) **Standard.** Lippage greater than 1/16 inch is considered excessive, except where the materials are designed with an irregular height such as a hand-made tile or tile larger than 13 x 13 inches.
- (b) **Repair Responsibility.** The Builder will repair lippage in the affected areas to meet the standard guideline.

(4) **A grout or mortar joint is not a uniform color.**
- (a) **Standard.** After the grout or mortar has cured, any color variation that is readily visible from a standing position facing the surface at a distance of 6 feet under normal lighting conditions is considered excessive.
- (b) **Repair Responsibility.** One time only during the warranty period**,** the Builder will repair the joint to meet the standard guideline.

MISCELLANEOUS

BBB. FIREPLACE AND WOOD STOVE

(1) **A fireplace or chimney does not consistently draw properly.**
   (a) **Standard.** A properly designed and constructed fireplace and chimney should function correctly. Homes that have been constructed to meet stringent energy criteria may need to have a nearby window opened slightly to create an effective draft.
   (b) **Repair Responsibility.** One time only during the warranty period, the Builder will repair the chimney, based on the manufacturer's specifications or the design specifications to draw correctly.

(2) **The masonry chimney is separated from the structure.**
   (a) **Standard.** Newly built chimneys will often incur slight amounts of separation. The amount of separation from the main structure should not exceed 1/2 inch in any 10-foot vertical measurement.
   (b) **Repair Responsibility**. The Builder will repair gaps that do not meet the standard guideline.

(3) **The firebox paint is cracked or discolored by a fire in the fireplace.**
   (a) **Standard.** Cracking or discoloration are common occurrences.
   (b) **Repair Responsibility**. No corrective action is required by the Builder.

(4) **A "firebrick" or mortar joint is cracked.**
   (a) **Standard.** Heat and flames from normal fires can cause cracking.
   (b) **Repair Responsibility**. Where a firebrick or mortar joint is cracked as a result of normal fires no corrective action is required by the Builder.

(5) **A simulated firebrick panel is cracked.**
   (a) **Standard.** This is a common condition.
   (b) **Repair Responsibility**. No corrective action is required by the Builder.

(6) **Rust is observed on the fireplace damper.**
   (a) **Standard.** This is a common condition.
   (b) **Repair Responsibility**. No corrective action is required by the Builder.

CCC. CONCRETE STOOPS AND STEPS

(1) **Stoops or steps have settled, heaved, or separated from the home structure.**
   (a) **Standard.** Stoops and steps should not settle, heave, or separate in excess of 1 inch from the home structure.
   (b) **Repair Responsibility.** The Builder will use his/her best judgment in making a reasonable and cost-effective effort to meet the standard guideline.

(2) **Water remains on stoops or steps after rain has stopped.**
   (a) **Standard.** Water should drain off outdoor stoops and steps. Minor amounts of water can be expected to remain on stoops and steps for up to 24 hours after rain.
   (b) **Repair Responsibility.** The Builder will take corrective action to ensure proper drainage of stoops and steps.

DDD. GARAGE

(1) **The garage floor slab is cracked.**
   (a) **Standard.** Cracks in a concrete garage floor greater than 3/16 inch in width or 3/16 inch in vertical displacement are considered excessive.
   (b) **Repair Responsibility.** The Builder will repair cracks in the slab using a material designed to fill cracks in concrete.

(2) **A garage concrete floor has settled, heaved, or separated.**
   (a) **Standard.** The garage floor should not settle, heave, or separate in excess of 1 inch from the structure.
   (b) **Repair Responsibility.** The Builder will use his or her best judgment in making a reasonable and cost-effective effort to meet the standard guideline.

(3) **Garage doors fail to operate properly under normal use.**
   (a) **Standard.** Garage doors should operate as designed.
   (b) **Repair Responsibility**. The Builder will correct or adjust garage doors as required, unless the Purchaser's actions caused the problem.

(4) **Garage doors allow the entry of snow or water.**
   (a) **Standard.** Garage doors should be installed as recommended by the manufacturer. Some snow or water can be expected to enter under normal conditions.
   (b) **Repair Responsibility.** The Builder will adjust or correct the garage doors to meet the manufacturer's installation instructions.

WARRANTY STANDARDS AND COVERAGE FOR YEARS ONE AND TWO ONLY

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(1) **Lack of water supply.**
   (a) **Standard.** All on-site service connections to municipal water main and private water supply shall be the Builder's responsibility. Private systems shall be designed and installed in accordance with all approved building, plumbing and health codes.
   (b) **Repair Responsibility.** Builder will repair if failure is the result of defective workmanship or materials. If conditions beyond Builder's control disrupt or eliminate the sources of the supply, the Builder has no responsibility. Potability of water is not covered by this warranty.

(2) **Septic system fails.**
   (a) **Standard**. Septic system should operate properly. Excessive use or failure to properly remove septage is not covered by this warranty.
   (b) **Repair Responsibility**. Builder only will warrant against faulty workmanship and materials and will repair or replace to perform properly with the exception of the above mentioned items as well as:
      1. Excessive use of water such as overuse of washing machine and dishwasher; including their simultaneous use;
      2. Connection of sump pump, roof drains or backwash from water conditioner to the system;
      3. Placing of non-biodegradable items in the system;
      4. Addition of any harsh chemicals, greases, or cleaning agents, and excessive amounts of bleaches or drain cleaners;
      5. Use of a food waste disposer not supplied by the Builder;
      6. Placement of impervious services over the disposal area;
      7. Allowing vehicles to drive or park over the disposal area;
      8. Failure to periodically pump out the septic tank when required.

(3) **Pipe leaks.**
   (a) **Standard.** Condensation on pipes is normal and should be expected.
   (b) **Repair Responsibility.** Builder will repair leaks.

(4) **Clogged drain and sewers.**
   (a) **Standard.** N/A.
   (b) **Repair Responsibility.** Builder will repair only if caused by a defect in construction. Purchaser will pay for Builder's repair if not a construction defect.

(5) **Ductwork separates.**
   (a) **Standard.** Ductwork should not separate under normal conditions.
   (b) **Repair Responsibility.** The Builder will repair.

(6) **Wiring fails to carry specified electrical load.**
   (a) **Standard.** Wiring should be capable of handling the required load.
   (b) **Repair Responsibility.** Builder will correct to meet applicable building and electrical codes

VI. Complaint and Claim Procedure Which Includes Binding Arbitration

A. **Step One.** Upon discovery of some fault or defect in the first or second year which you believe is covered by this Agreement, you must first send a clear and specific **written** notice to your Builder. If you have a complaint as the result of a Major Structural Defect occurring during the third through tenth years of this Agreement, notice must be sent to QBW ***(not the Builder)*****.**

B. **Step Two.** If, after receiving notice, your Builder does not correct the item(s) within a reasonable time, or if you have a Major Structural Defect complaint occurring during the third through tenth years of this Agreement, you must send written notice of your complaint to QBW by certified mail, or another carrier that provides a receipt of delivery. Note that QBW must receive written notice of any complaint no more than thirty (30) days after the expiration of the applicable warranty period. If your complaint is received by QBW after thirty (30) days from the expiration of the warranty on the item, it will ***not*** be honored. **Notice to your Builder does *not* constitute notice to QBW. Telephone discussions will not be considered notice and will not protect your rights.** The written notice to QBW of any complaint must include: your warranty number and effective date, your name, address and telephone number, Builder name and address, as well as a description of the defect and the warranty standard which applies specifying the page and section of the warranty, all previous written correspondence to the Builder pertaining to defects, and any substantiating information to demonstrate that the defect exceeds warranty standards.

C. **Step Three.** QBW will review your complaint to make a determination of warranty coverage and may request additional information, including photographs to assist in its review. If QBW determines it necessary, QBW will cause an inspector, who may be an employee of QBW, to view the defect. After review, QBW will report whether the defect is covered under the Limited Warranty Agreement. Upon receipt of the determination, you have thirty (30) days to accept the determination. Where a claimed defect is filed that cannot be observed or determined under normal conditions, it is the homeowner's responsibility to substantiate that the condition does exist.

D. **Step Four. Binding Arbitration.** The Parties each agree that the provisions of the Limited Warranty Agreement involves and concerns interstate commerce. The binding arbitration provisions of this Limited Warranty Agreement shall be governed by the procedures of the Federal Arbitration Act (9 U.S.C. § 1, et seq.).

If you disagree with the determination, you have thirty (30) days to notify QBW in writing that you disagree, otherwise it will be deemed that you have accepted QBW's determination. If you provided the required notice that you disagree, disputed items shall be submitted for binding arbitration by QBW to Construction Arbitration Program, administered by DeMars & Associates Limited (CAP-Home), or such other independent arbitration service as may be designated by QBW, for resolution in accordance with the rules and regulations for home warranty disputes of CAP-Home or such other service. The arbitration fee shall be paid in advance and will be divided equally among the arbitrating parties. The arbitrator will have the authority to reallocate such fees at time of hearing upon request of a party and award reimbursement of the fee paid by the prevailing party. QBW will forward to you a request for arbitration form to return to QBW with the applicable fee so QBW can initiate the arbitration process. Arbitration will take place at the home. Upon delivery of an arbitration award ("Award") to the parties, any party may, within twenty (20) days, request an appeal of the Award. A request for appeal must be sent, together with the appropriate administrative fee, paid solely by the party requesting the appeal, to QBW, with copies of the request simultaneously being sent to all other parties. Upon receipt of the request for appeal and the appropriate administrative fee, QBW will forward the application to CAP-Home, or other service, for administration. CAP-Home, or other such service, will appoint an appellate arbitrator and schedule a hearing at the home. The Appellate Arbitrator may not review any new or different complaints, but may modify or change the Award if he/she finds that the Award exceeds or does not meet the scope of the Warranty or its coverages or if the Arbitrator exceeded the scope of his/her authority. CAP-Home, or other such service will notify all parties of the decision of the Appellate Arbitrator, which will be final. The Builder, QBW and the homeowner agree to be bound by the final award of arbitration or appellate arbitration. Judgment upon the final award rendered in arbitration may be entered in any court having jurisdiction in those states where such arbitration is binding upon all parties thereto. If the state where the home is located does not permit binding arbitration then arbitration in accordance with this agreement shall be a condition precedent to the commencement of any litigation by the homeowner or Builder to compel compliance with the warranty documents or to seek relief for any dispute arising out of this program.

1. **Acceptance**. If you accept the decision, you must sign a copy of that decision which will be provided for this purpose and you must then return the signed copy to QBW within thirty (30) days of its date. The responsible party will then perform as required by the decision, but neither QBW nor the Builder will be responsible for damages caused or made worse by your delay in accepting the decision. If the decision places a time period on performance, the time allowed will be measured from the date QBW receives your acceptance of the decision. Sixty (60) days will be the standard time for compliance, weather conditions permitting.

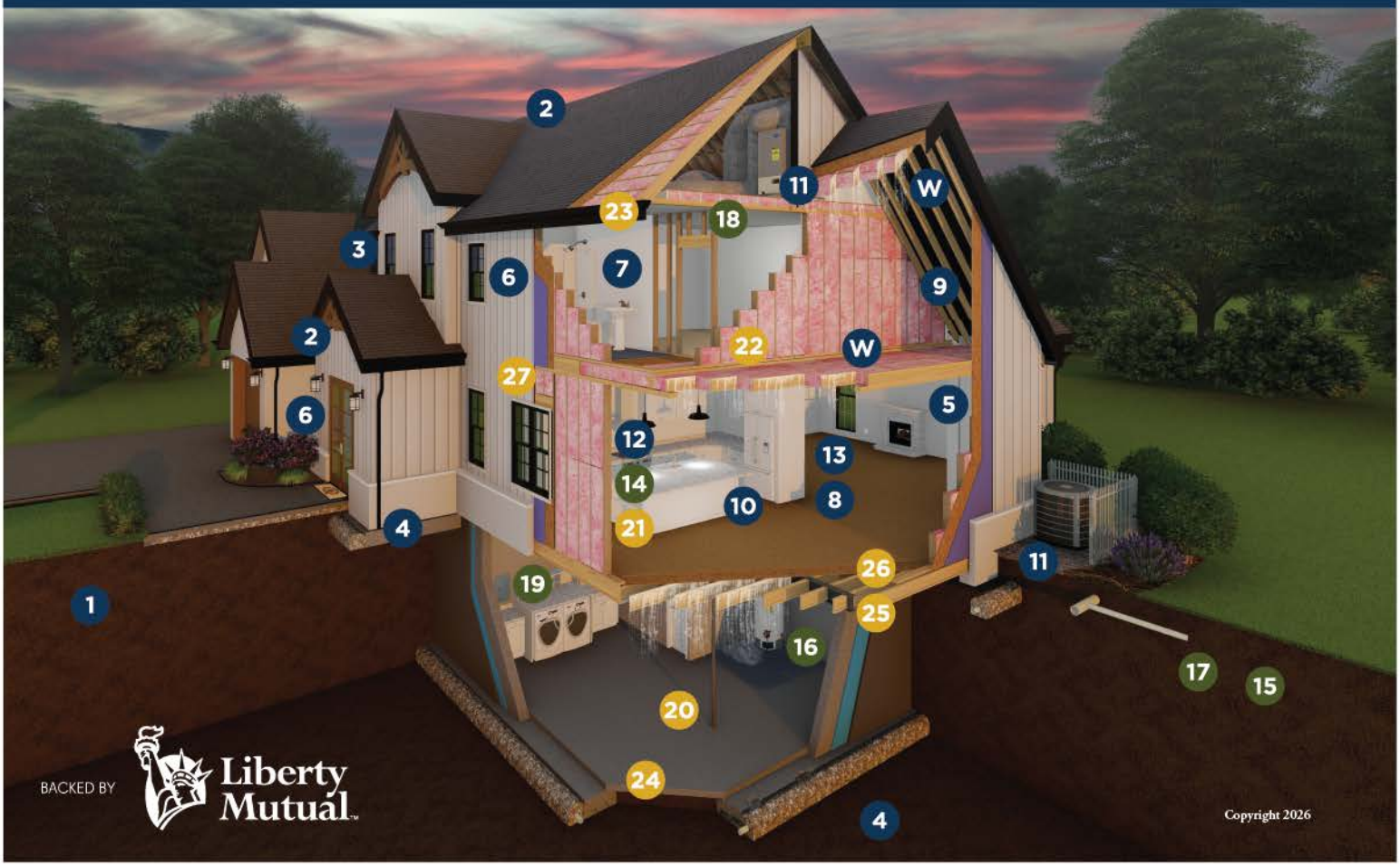
2. **Rejection**. If you decide to reject the decision, your Builder or QBW is under no obligation to perform.

3. **Right of Access.** You must provide the Builder, or if applicable, QBW, with reasonable weekday access during normal business hours in order to perform its obligations under this Agreement. Failure by you to provide such access to the Builder or QBW may relieve the Builder or QBW of its obligations under this Agreement.

VII. Legal Actions.

This Agreement provides a procedure for you to give notice to both the Builder and QBW of potential claims, to have your complaint reviewed at no cost to you, and to give the Builder or QBW, as appropriate, an opportunity to fulfill their obligations hereunder. If you institute legal proceedings against the Builder or QBW for any obligation arising or claimed to have arisen under this Agreement prior to giving the Builder or QBW the proper notices and opportunities to cure provided under this Agreement and prior to complying with and completing all of the steps in the Complaint and Claim procedure herein, you agree to indemnify the Builder and QBW for all costs and expenses of such litigation, including reasonable attorneys' fees, regardless of whether you have otherwise legitimate claim under this Agreement. For purposes of this Agreement, litigation shall include arbitration proceedings. In the event you commence any legal action against QBW, prior to complying with and completing all steps in the Complaint and Claim procedure, you agree to reimburse QBW, or any other agent of QBW, for all of its costs and expenses of litigation, including General Counsel costs and reasonable attorneys' fees.

QBW PREMIER PROTECTION PLAN - COVERS YOUR HOME FOR 10 YEARS



FIRST YEAR

- 1 Lot grading and drainage
- 2 Roofing
- 3 Siding and caulking
- 4 Masonry and concrete
- 5 Chimneys and fireplaces
- 6 Windows and doors
- 7 Interior walls and trim
- 8 Flooring and covering
- 9 Carpentry
- 10 Cabinets and countertops
- 11 Cooling and heating
- 12 Plumbing
- 13 Electrical
- W Water infiltration

SECOND YEAR

- 14 Lack of water supply
- 15 Septic system fails
- 16 Pipe leaks
- 17 Clogged drains and sewers
- 18 Ductwork separates
- 19 Wiring fails to carry specified electrical load

YEARS 1-10

- 20 Columns
- 21 Bearing walls and partitions
- 22 Floor systems (structural slabs, joists and trusses only)
- 23 Roof framing members and systems (rafters and trusses only)
- 24 Foundation systems and footings (which are an integral part of the home and structurally attached)
- 25 Load bearing beams
- 26 Girders
- 27 Lintels (other than lintels supporting veneers)

QUALITY BUILDERS WARRANTY

Specific warranty terms and coverages are set forth in the QBW Limited Warranty Agreement. The artwork is provided as a visual reference only and does not modify or change coverages in the QBW Limited Warranty Agreement.

GET A PERSONAL QUOTE FROM COMPARION INSURANCE AGENCY
VISIT *QBWC.COM/INSURANCE*

TO CHECK YOUR WARRANTY COVERAGE VISIT *WWW.QBWC.COM/MYCOVERAGE*

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