

BUILD OMAHA BASIC WARRANTY GUIDE FOR NEW HOME BUYERS

YOUR NEW HOME CONSTRUCTION WARRANTY STANDARDS GUIDE IS PROVIDED BY “BUILD OMAHA”. THIS WARRANTY GUIDE IS TO HELP DEFINE BASIC RESPONSIBILITIES BETWEEN THE NEW HOME BUYERS AND THE MEMBERSHIP OF THE BUILD OMAHA ORGANIZATION.

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INTRODUCTION

This is Build Omaha's general one year builder's warranty. This has been developed to represent home building standards of our members.

TIMES HAVE CHANGED IN HOME BUILDING

Not too long ago, all new home builders were a one-man operation. Home building is now the second largest industry in our country, behind agriculture. The industry has developed new materials and designs that add to the quality, beauty and durability of new homes. Today's builder deals in people, materials and management, resulting in better designed, better built and better equipped homes.

More than 10,000 component parts make up your new home. Thousands of people had a hand in producing them. Your new home meets and in many cases exceeds the rigid building standards and codes of your community. With proper care and maintenance, it will be a continuing source of day to day happiness for you and your family, as well as a sound investment for years to come.

NON-WARRANTABLE ITEMS vs. WARRANTY

A builder cannot build a 100% perfect home. The wide-range of materials used in your new home are subject to some degree of slight imperfection through handling and installation. Minor scratches, dents, or other imperfections in wood trim, sliding glass doors, countertops, doors and other areas will occur and are unavoidable. Natural variations in wood surfaces will cause minor variations in wood finishes. These should be corrected if imperfections if they are of a magnitude to be readily and immediately apparent. However, your warranty does not cover minor and hard to see nicks, scratches, cuts, and blemishes and finish variations.

Certain items are not covered by warranty after closing - such as sod due to insufficient watering, glass breakage, marks on paint, and scratches on the woodwork, tile, Formica and vinyl.

SOD: Sod is not warranted after closing due to lack of watering by homeowner. During the warmer months of the year, sod must be kept drenched. Even when the ground is mushy, the homeowner should continue to keep the grass wet or else the blades of grass themselves can burn up.

CONCRETE: Concrete will crack and heave during extreme weather conditions, and not covered under warranty. Concrete is not covered from pitting or flaking due to ice melt, salt, or other chemical treatments.

ICE MELT AND SALT MUST NOT BE APPLIED TO EXTERIOR CONCRETE FOR A MINIMUM OF TWO YEARS AFTER INSTALLATION.

"BREAKING IN" YOUR NEW HOME

During your early months of occupancy your new home will require careful "breaking in" just like a new automobile. With proper maintenance your home will serve you, and others who may follow you, for many years.

Some normal concerns may develop during the early months of living in your new home. You need to anticipate some minor problems. Don't be upset when they occur. Many of the concerns that will arise are homeowner maintenance items that are your responsibility. Other items will be the responsibility of the installing vendor/partner or manufacturer of the item. We list most of these items in the following chapters and we will clarify who is responsible for each item. A general knowledge of proper maintenance and an understanding of materials and how they react to heat, cold and humidity through expanding or contracting will be very helpful. This booklet will acquaint you with some of this information.

ALTERING OR REMODELING OF YOUR HOME

When remodeling your home, it is possible that you are altering the warrantable items of your home. Due to this remodeling, there may be portions of your home that are not in the same conditions that they were built and inspected, so we will not be responsible in warranting these items. If you have any questions, please contact our Warranty Department.

VERBAL AGREEMENTS

You must submit all service requests in writing. You may mail, fax or e-mail your concerns to Your Builder's office. This also complies with the terms of your warranty. A quick phone call will handle emergencies. You will need to send a follow-up letter of explanation after an emergency phone call so they can properly document your file.

EMERGENCY WARRANTY SERVICE

In case of an emergency, your first step should be to protect your family from harm.

Once you are sure of their safety, and if your safety will not be jeopardized, you should take steps to correct or lessen the effects of the emergency.

The following situations qualify as an emergency:

- Gas leak – If you suspect a gas leak, leave the home immediately and call the gas company from another location to request emergency service. **In this circumstance, DO NOT use a cell phone inside your home.**
- Electrical problem that is a fire hazard or a source of danger or a total loss of electricity (Check with the utility company prior to reporting this circumstance to determine if there is a general outage in your area).
- Total loss of heating or air conditioning during **extreme** weather conditions.
- Total loss of water (Again, check with your water company to determine if there is a general outage in your area).
- A total stoppage of the plumbing drain system (e.g., the main sewer line is clogged making it impossible to utilize the plumbing system in your home).
- Plumbing leak that requires the entire water supply to be shut off or causes damage to the home or its contents.
- Any other problem that, without immediate correction and precautionary measures, creates a potential for bodily harm that cannot be reasonably avoided.

Note that if a service (gas, electricity, water) is out in an entire area, attention from the local utility company is needed. Trade contractors are unable to help with such outages.

If you have contacted one of the mechanical trades directly outside our normal business hours, please inform our warranty office on the next business day so that we can document the situation and follow up as

Emergency Service Contact Information

Enter Your Home's Subcontractor As Provided By Your Builder

Plumber

Electrician

HVAC

Electric Utility OPPD
800-554-6773

Gas Utility MUD
(402) 554-7777

Black Hills Energy
800-694-8989

BEFORE YOU CALL YOUR BUILDER OR SUBCONTRACTOR PLEASE LOOK AT OR CONSIDER THE FOLLOWING WHEN SAFELY POSSIBLE:

As a homeowner you should, at the time of your walk through, find out the location of your gas and water shut offs, your GFCIs, your electrical box and ask any other questions that might help you with possible safety concerns in your home. If you didn't at that time, locate them when you get a chance should you ever need to know.

Electrical – When your power goes out it can be frustrating and inconvenient. However, it may not be a problem with your home. Check to see if the power is out in your neighborhood. Again, as mentioned previously, if a service (gas, electricity, water) is out in an entire area, attention from the local utility company is needed not your subcontractor or builder. You may be able to check this by looking out your windows or you may want to call OPPD at 1-800-554-6773. They should be able to tell you about the problem and time frame. If the power is only out in one area of your home and this is a non-emergency situation then check your breakers for that area of the house and reset the breaker labeled for that area of your home.

- Know the location of your electrical box and be familiar with the labels on the individual breakers
- If you cannot find a tripped breaker and the circuit is not critical call you builder or electrical contractor rather than emergency services
- Ground Fault Circuit Interrupters (GFCI) are placed at locations where more sensitive breakers are needed such as areas where there is water such as bathrooms and kitchens. Be familiar with where your GFCI boxes are in your home because most can be reset at the outlet plate.

Gas Leak – If you have the strong smell of gas in your home evacuate immediately. Once you are outside call your gas service provider not while you are still inside the house. (See #s above) Even if you smell gas outside of your home but not inside also call you gas service provider.

- Know the location of your gas shut off. It is usually by the furnace or in the unfinished part of your basement and might be needed in non-emergency situations.

Heating & Cooling - For non-emergency situations. The malfunction of heating and or cooling systems can be very frustrating but not always an emergency. In cases like this there are some things you may try to take care of the situation promptly.

- If your furnace or air conditioner has stopped, check the breaker to see if it got tripped and just needs to be reset
- Check your air conditioner on the exterior of your home and be sure that the area around it is clear of shrubbery that can prevent proper air flow. Also be sure that the unit is clear of tree cotton or other types of debris.
- You interior air and humidifier filters need to be changed as needed
- Make sure your thermostats are set on the proper settings.
- If the furnace or air conditioner is still not on or running properly, call your Heating/Cooling subcontractor

Roof Leak – While we agree with homeowners that a roof leak is indeed an emergency, the reality is that repairs cannot safely or effectively be performed while the roof is wet. During business hours, contact our warranty office with the information, take all possible steps to mitigate damage, and we will follow up when conditions make repairs possible.

Water Leak – Water leaks can be managed promptly if you know where your water shut offs are. The entire water shut off is usually in the basement where the water service enters your home. There are also separate shut offs under the stools in the bathrooms and under all sinks. Be sure your family is familiar with all shut off locations and operations.

- The homeowner needs to address the water problem promptly by shutting off the water and start clean-up promptly to avoid as much damage as possible.
- If it is an obvious leak, call your plumbing contractor. If it is a small, slow leak or a wet spot, call your builder.
- If water is on your basement floor, call your builder to help determine if it is from plumbing or ground water.

Other Emergencies – In addition to emergency situations covered by our limited warranty, be prepared for other kinds of emergencies. Post phone numbers for the fire department, police, paramedics, and poison control near phones in your home. Have companies in mind in the event you need a locksmith, water extraction, glass breakage repair, or sewer router service. If you are new to the area, neighbors may be able to recommend good service providers. Introduce your children to neighbors who might be available to help in an emergency if you are away from home.

SCHEDULED WARRANTY SERVICE

Be familiar with your builder's warranty program. Your builder should have established two scheduled warranty periods for all non-emergency items. These timelines will vary per builder. Example: some builders may request one at 45 days and the second at eleven-months. To increase efficiency and to minimize inconvenience to the homeowner, those items are submitted collectively on or about 30 day and the tenth-month anniversaries of the closing date to allow scheduling of service during the warranty period.

Your builder does not automatically schedule warranty service intervals, or contact homeowners for their list. Builders will vary on their warranty time periods for their lists, so again be sure that you know your specific

builder's warranty program dates. A sample of possible forms are included here. Forms for the 45 day and eleven-month lists are included in this section, and additional copies, including an electronic version, are available upon request. Homeowners should use this form to itemize any warranty repair requests.

Forward all service requests in writing to your builder by fax, or email: Enter your builder's information below.

Fax:

Email:

You can help your builder better serve you by providing complete contact information, including:

- Name, address, and any phone numbers where you can be reached during business hours.
- Please provide a complete description of the problem, for example, "guest bath—cold water line leaks under sink," rather than "plumbing problem."

Upon receipt of your service request, and verifying that the item(s) requested are covered under this Warranty, a customer service representative should contact you for an initial inspection. After the initial inspection, our customer service representative will make arrangements with you to correct items covered by their Warranty. Our customer service representative will make an appointment for you Monday through Friday from 8:00 a.m. to 4:00 p.m. excluding holidays. Check with your builder for proper contact numbers and times.

Many homeowners ask whether evening and weekend appointment times are available. While we understand the desire for appointments outside normal business hours there are many factors that make extended service hours impractical.

- A significant portion of repairs require daylight for proper execution. This applies to drywall, paint, and exterior work of almost any type.
- Most of the 35 to 50 independent trade contractors who helped to build your home— many of whom operate as small companies—are unable to work all week and also be available for extended hours. Therefore, the few repairs that could be performed in off-hours failed to eliminate the need for repair appointments during normal hours.
- Administrative staff and supervisors need to be available to answer questions. Having some personnel work extended hours would mean being short staffed during normal business hours.

Your understanding and cooperation will be appreciated. Normal hours are Monday through Friday, 8:00 a.m. to 4:00 p.m. warranty hours.

Access To Your Home – Set up with builder.

Warranty visits should be when an adult is available to accompany our representative and point out the items you have listed. Builder in-house service technicians and those of trades or suppliers will perform repairs only when an adult is available to admit them to your home. An adult is a person 18 or older who has your written authorization to admit service personnel and sign completed

Please contact the builder in advance to cancel any appointments. Appointments broken without advance notice will not be automatically rescheduled.

Warranty Decisions – In addition to the information contained in the limited warranty itself, this guide includes details about the criteria we will use to evaluate concerns you report. The purpose is to let you know what this warranty commitment is for the typical concerns that can come up in a new home. The guide describes the corrective action will be taken in many common situations.

If a warranty question arises other than those discussed here, rely on applicable codes and regulations as well as regional industry practices and common sense.

1. *Sometimes Builders Break Our Own Rules, In Your Favor* –Our criteria for qualifying warranty repairs meet or exceed typical industry guidelines. Please note that Builders reserve the right, at their discretion, to exceed these guidelines if common sense or individual circumstances make that appropriate, without being obligated to exceed all guidelines to a similar degree or for other homeowners whose circumstances are different.
2. *Sometimes They Say No* – With a product as complex as a home, differences of opinion can occur regarding which tasks are homeowner maintenance responsibilities and which are warranty responsibilities. If you request warranty service on a maintenance item, they will explain the steps you should take to care for the item. Providing normal maintenance for your home is your responsibility.

APPLIANCE WARRANTY SERVICE

The manufacturers of kitchen appliances have asked to work directly with homeowners if any repairs are needed for their products. They may be able to resolve the issue by talking with you by phone and if they cannot, they prefer to set an appointment directly with you.

When contacting the manufacturer, be prepared to provide the model and serial number of the item and the possession date of your home.

45 Day Follow-Up Request

ALL of your requested repairs MUST BE written on this 45 Day Follow Up Sheet and Your Builder will make only those repairs that are itemized on this sheet.

Please be as accurate as possible in order to facilitate the repair work scheduling.

HOMEOWNER: _____ HOME PHONE: _____

ADDRESS: _____ WORK PHONE: _____

DESCRIPTION OF WORK:

NOTE: ALL WARRANTY ITEMS MUST BE SCHEDULED DURING NORMAL BUSINESS HOURS, MONDAY – FRIDAY

HOME OWNER SIGNATURE

DATE

Please fax to your builder's information provided to you.

11 Month Follow-Up Request

ALL of your requested repairs MUST BE written on this 11 Month Follow Up Sheet and Your Builder will make only those repairs that are itemized on this sheet.

Your Builder will come back for follow up repairs TWICE during the first year starting from the day of closing. The first call back is the 45 Day Follow Up. The second call back is the 11 Month Follow Up. Please submit this form to Your Builder sometime between months 9 and 11 of your first year in your new home.

HOMEOWNER: _____ HOME PHONE: _____

ADDRESS: WORK PHONE:

DESCRIPTION OF WORK:

NOTE: ALL WARRANTY ITEMS MUST BE SCHEDULED DURING NORMAL BUSINESS HOURS, MONDAY – FRIDAY

HOME OWNER SIGNATURE _____

DATE _____

Please fax to your builder's information provided to you

OVERVIEW

Introduction

In general, the Warranty is a commitment that materials and workmanship are warranted for one year from the time of closing.

Some appliances, equipment, and other components included in the home are not warranted by the Builder, but are covered by separate warranties provided by the manufacturer or supplier. These warranties are assigned to the Homeowner by the Builder at the time of closing. In the event that a timely claim is made under one of these warranties without response, the Builder will assist the Homeowner in attempting to resolve the problem with the manufacturer or supplier.

The Spirit of the Warranty

Our Warranty commitment is easy to understand and is based on COMMON SENSE. We believe the Homeowner has a right to expect a clean home complete and free of defects at the time of closing. Things should work. If there are problems because of defects in materials and workmanship, as outlined above and described in more detail later, the Builder will arrange for their repair or replacement. If a problem results from actions by occupants of the home or others, or from ordinary wear and tear, the Builder is not responsible for the resulting repair or replacement.

You and Your Home Rights

Build Omaha views your Warranty in terms of what you, as our customer, have a right to expect. The following pages describe, in general terms, what the Homeowner has a right to expect from the Builder and what your home has a right to expect from you.

Following that are sections on Troubleshooting and the Construction Warranty Standards.

These sections discuss, in general terms, what you can expect from the Builder in the construction of your home. The actual coverage is described in the Warranty provided in this book.

We view the issue of preventative maintenance in terms of what your home has a right to expect from you. None of the materials used in the construction of your home will last forever; however, most will last for a long time if properly maintained. It is our desire to help you understand how to prolong the life of your home through regular maintenance that is appropriate for the types of material used in your home.

The “Home Care Guide” will provide most of the information you need to provide your home with the appropriate level of preventative maintenance.

Homeowner's Expectations From the Builder

Soil Drainage

Your home has been placed on soil engineered to withstand the anticipated settlement based on soil conditions found in your area. It should not settle in such a way as to create structural problems during the Warranty period.

Concrete Surfaces

The concrete surfaces in your home should fulfill the functions for which they were intended without excessive settlement, cracking, or secondary damage such as leaking. Since concrete is going to crack, standards are defined in the detailed Construction Warranty Standards which follow.

Structural Integrity

Since homes are constructed by human beings using a variety of materials, small tolerances are normal. What we consider unacceptable tolerances are defined in the detailed Construction Warranty Standards which follow.

Intrusion of the Elements

Your home should not leak. Exceptions might occur such as when a driving rain forces water into vents, windows, or under doors. Under normal circumstances, your home should protect you from the intrusion of the elements.

Mechanical Systems

Those systems installed in your home to provide power, water, treated air, ventilation, and waste disposal should work.

Finished Surfaces

Finished surfaces should maintain uniform or characteristic appearances for a reasonable period of time. Cracks or surface deterioration should be repaired as provided in the Limited Warranty.

Care and Maintenance

Although things wear out, components in your home should last a reasonable length of time (assuming you give them appropriate care and maintenance).

Your Homes Expectations of You

Soil Drainage

Your home and lot were designed with a particular drainage pattern, which should carry rainwater away from the foundation. Water should not be directed to the edge of the foundation, either in the form of lot drainage or the watering of flowers.

Concrete Surfaces

Concrete surfaces should be free of salts (for ice), other deicing chemicals, and excessive weight such as a moving van. Yard drainage should be maintained to divert water away from concrete surfaces, if possible, to eliminate the chance it will undermine the surface and erode the bearing soil.

Structural Integrity

Structural alterations to the home must be performed by professionals who understand the load-bearing requirements of the change. The reason that local municipalities require permits for building alterations is to make sure that the structural integrity of the home is maintained.

Intrusion of the Elements

In many cases, the seal around doors and windows is caulk. This material will require annual inspection and any necessary replacement after one to two years. Water from yard and lawn watering devices should not come in contact with the structure.

Mechanical Systems

Since the mechanical systems of your home were designed for normal usage, placing unreasonable demands upon them will present problems. Plugging several electrical devices into one circuit may cause it to overload.

Loading materials into a drain may cause it to clog. Undue weight should not be placed on pipes or showerheads because they can break.

Some devices must be cleaned periodically (e.g., furnace filters) so that they can do what they were designed to do.

Finished Surfaces

Wood requires cleaning and sealing to prevent problems associated with water penetration and continual exposure to the elements. Painted or sealed surfaces must be cleaned and refinished according to the requirements of your geographic area. If this is not done, the surface will deteriorate.

Care and Maintenance

Instructions for care and maintenance are included with many components of your home, including finished flooring, appliances, and air handling equipment. By following these instructions you will extend the life of these components.

SECTION THREE

TROUBLESHOOTING

Common Service Requests Not Covered By Your Warranty

Your home is backed by a Limited Warranty, a copy of which is included in this manual. Please review it carefully. It contains the specific language regarding the terms and limits of your warranty and the standards that are used to determine warrantable defects.

Following is a list of common concerns that arise that are homeowner maintenance items and are your responsibility.

1. Cracks in Concrete

Concrete cracks less than 1/4" for a garage slab and 1/4" in the visible face of the foundation are not covered for the first year. Cracks of this nature are considered hairline or control cracks and are normal. This measurement does not include control joints width.

2. Drywall Cracks and Nail Pops

Drywall cracks are primarily cosmetic in nature. Drywall cracks less than 1/8" will not be covered under warranty during the first year. Nail pops which have broken through the finished surface, will only be covered under warranty during the first year and only in conjunction with the 11 month review.

After the first year, the settlement and seasonal cracks that will form from time to time throughout the life of your home are considered routine homeowner maintenance.

NOTE

The materials used to repair cracks are essentially the same as those used to install the drywall in the first place and do not prevent cracks from reoccurring. In fact, it is common for a drywall crack to reappear in an area that has been repaired.

3. Paint and Cosmetic Damage

Please remember to inspect the home carefully during your Walk Through and note any cosmetic damage such as scratches, nicks, chips and stains with the Woodland Homes' Representative. Any cosmetic damage noted after closing is considered homeowner maintenance.

Note: These interior wall deficits should be seen at 6 foot back from the wall in normal light.

4. Caulking

All caulking deteriorates over time and will need maintenance, especially on areas exposed to high water usage like tub/shower enclosures. Any cracks or leaks will be fixed one time only in first 30 days. After closing, all caulking is considered homeowner maintenance.

5. Drainage

Please note that homeowners are required to establish and maintain adequate ground cover for any un-landscaped areas of the home. Drainage problems caused by a lack of adequate ground cover or changes to the grade made by the homeowner are not covered under the warranty.

6. Sod

Sod is a living organism that needs continuous care to survive.

Common Problems And Solutions

Although we hope you never have problems in your new home, we understand that some problems may arise which will need to be taken care of. Many such problems are easily remedied and can be fixed by the homeowner. We encourage you to fix problems whenever and wherever you can, as this will save you the time and reduce repair costs.

This section presents some common problems you may experience during the life of your home. Problems are addressed under their specific category.

For instance, if your paint is peeling on the outside of your home, you will want to refer to the “Exterior Finish” section for ways to remedy and prevent peeling paints.

For further assistance with any of these issues, or if you experience problems which are not listed in this section, don’t hesitate to contact our Warranty Department.

APPLIANCES

APPLIANCE WILL NOT OPERATE.

LIKELY CAUSE: No power to the appliance.

SOLUTION: Make sure the appliance is plugged in and the power outlet is on. Make sure that the circuit breaker has not tripped.

DISHWASHER OR WASHER WILL NOT OPERATE.

LIKELY CAUSE: No power or water to the appliance.

SOLUTION: Make sure the appliance is plugged in and that the water to the appliance is turned on and working properly.

FOOD DISPOSAL WILL NOT OPERATE.

LIKELY CAUSE: Reset button is tripped or the blade is obstructed.

SOLUTION: Press the reset button on the underside of the unit. For units which require a wrench, insert the tool and rotate the blades from the underside. (Make sure the power switch is OFF when making adjustments to your disposal.)

CLOTHES DO NOT DRY.

LIKELY CAUSE: Dryer vent may be blocked.

SOLUTION: Make sure the dryer line is not kinked or clogged with lint.

CABINETS

DOOR OR DRAWER DOES NOT CLOSE.

LIKELY CAUSE: Hinge or guide is out of alignment.

SOLUTION: Adjust the hinge or guide with a screwdriver.

DRAWER DOES NOT SLIDE SMOOTHLY.

LIKELY CAUSE: Guide is misaligned or needs lubricant.

SOLUTION: Adjust the guide and/or lubricate it with silicone.

LOOSE KNOB.

LIKELY CAUSE: Screw has loosened.

SOLUTION: Tighten screw.

CARPET

SOME CARPET SEAMS ARE MORE VISIBLE THAN NORMAL.

LIKELY CAUSE: Fibers are separating from the effects of vacuuming and normal traffic.

SOLUTION: Vacuum the carpet in the same direction as the seams.

CARPET IS FADED AT DOORS AND WINDOWS.

LIKELY CAUSE: Excessive sunlight.

SOLUTION: Cover the window with window coverings to reduce the effects of the sun.

CARPET IS MATTED ON STAIRS AND AT HIGH TRAFFIC AREAS.

LIKELY CAUSE: High traffic soiling the carpet.

SOLUTION: Vacuum high traffic areas more regularly than other areas. Have the carpet cleaned by a professional.

CERAMIC TILE

CRACKED OR LOOSENED TILE.

LIKELY CAUSE: Improper adhesion.

SOLUTION: Repair, replace and/or re-secure the tile.

LOOSENED OR MISSING GROUT.

LIKELY CAUSE: Shrinkage, expansion, contraction or settling of your home.

SOLUTION: Re-grout or re-caulk the disturbed areas.

MOLD OR MILDEW ON GROUT.

LIKELY CAUSE: Excessive humidity or steam.

SOLUTION: Clean tile with X-14 or a solution of household bleach and water.

CONCRETE FINISH WORK

MINOR CRACKS IN CONCRETE.

LIKELY CAUSE: Shrinkage or settlement.

SOLUTION: Fill cracks with silicone caulk or latex concrete.

WATER SEEPAGE.

LIKELY CAUSE: Grading change or negative slope at foundation.

SOLUTION: Restore the proper grades to landscaping.

MILDEW IN BASEMENT.

LIKELY CAUSE: Normal dampness.

SOLUTION: Add a dehumidifier.

DAMP CRAWL SPACE.

LIKELY CAUSE: Foundation vents not open or negative drainage to the foundation which allows water to leak into the crawl space.

SOLUTION: Open all foundation vents and make sure the grade runs away from the home.

CONCRETE IS DUSTING.

LIKELY CAUSE: Normal wear.

SOLUTION: Seal the concrete to prevent dusting. It must have cured for at least 6 months before sealing.

COUNTERTOPS

LAMINATE TOP MITER JOINT HAS SEPARATED.

LIKELY CAUSE: Shrinkage or minor settlement of your home.

SOLUTION: Re-caulk the miter joint.

BACKSPLASH HAS SEPARATED.

LIKELY CAUSE: Shrinkage or minor settlement.

SOLUTION: Re-caulk the miter joint.

DECKS

LOOSE BOARDS ON DECK.

LIKELY CAUSE: Wood shrinkage.

SOLUTION: Re-nail the boards.

NAILS RAISED ON BOARDS.

LIKELY CAUSE: Wood shrinkage.

SOLUTION: Re-set the nails.

CRACKS, SPLITS OR WOOD DECAY.

LIKELY CAUSE: Water damage.

SOLUTION: Periodically apply sealer or wood preservative to the wood.

DARK DISCOLORATION OF WOOD.

LIKELY CAUSE: Mildew.

SOLUTION: Periodically use deck cleaner or bleach to kill mildew.

DOORS

DOOR WILL NOT STAY OPEN.

LIKELY CAUSE: Settlement.

SOLUTION: Adjust the hinge pin.

DOOR WILL NOT LATCH.

LIKELY CAUSE: Settlement.

SOLUTION: Adjust the keeper.

KEY NOT OPERATING SMOOTHLY.

LIKELY CAUSE: Normal usage.

SOLUTION: Spray white graphite into the key hole.

DOOR KNOB IS LOOSE.

LIKELY CAUSE: Normal usage.

SOLUTION: Tighten the screws on the outer edge of the knob base.

STAINED DOOR SHOWS WEAR & WEATHERING.

LIKELY CAUSE: Normal wear and tear.

SOLUTION: Sand lightly and re-apply varnish.

EXTERIOR DOOR OR PANEL WARPING.

LIKELY CAUSE: Moisture penetration.

SOLUTION: Be sure all edges of the door or paneling are sealed and that there is good paint or varnish coverage on the surface.

DRYWALL

NAILS POPPING THROUGH DRYWALL SURFACE.

LIKELY CAUSE: Wood frame member which is drying out is causing the drywall to pull away from the nail.

SOLUTION: Reset the protruding nail into the drywall or remove it entirely. Place another drywall nail approximately 2 inches below or above the original nail, and gently hammer it slightly below the drywall surface. Repair the drywall as directed in the Drywall section.

MINOR CRACKING OF THE DRYWALL SURFACE.

LIKELY CAUSE: Settlement or variations of temperature and moisture causing drywall to dry out.

SOLUTION: Press a small "V" shaped indentation using the back of the putty knife along the length of the crack about 1/8" deep and 1/8" side. Fill with spackling compound and smooth or sand lightly. Then touch up with matching paint.

DRYWALL CRACKS LARGER THAN 1/4".

LIKELY CAUSE: Settlement or variations of temperature and moisture causing the drywall to dry out.

SOLUTION: Apply compound in the crack and cover it with a strip of drywall tape. Add another layer of spackling over the tape, feather the edges well and allow to dry. Sand until you have a smooth finish, and repaint the area.

DEEP SCRAPES OR INDENTATIONS.

LIKELY CAUSE: Damage by furniture or heavy objects.

SOLUTION: Apply spackling compound to the damaged area. Depending on the depth of the damage, 2 or 3 applications may be necessary to allow for the spackling to shrink as it dries. Sand after each layer and paint after the final application.

ELECTRICAL

LIGHT FIXTURE NOT WORKING.

LIKELY CAUSE: Bulb may not be tightened or the light may not be receiving power.

SOLUTION: Tighten the bulb and check to make sure the fixture is plugged in. If the light still does not turn on, check the circuit breaker to make sure it has not tripped.

GFCI OUTLET OR SWITCH NOT OPERATING.

LIKELY CAUSE: GFCI outlet has tripped.

SOLUTION: Reset the receptacle or circuit breaker.

NO POWER AT RECEPTACLE OR FIXTURE.

LIKELY CAUSE: Circuit breaker has tripped.

SOLUTION: Reset the circuit breaker.

COMPLETE POWER FAILURE.

LIKELY CAUSE: Interruption in electrical service to the house.

SOLUTION: Contact your power company.

EXTERIOR FINISHES

MILDEW ON EXTERIOR FINISH.

LIKELY CAUSE: Wet weather and/or lack of sunlight.

SOLUTION: Clean affected areas with bleach and water solution.

CRACKING OR PEELING OF PAINTED SURFACES.

LIKELY CAUSE: Normal aging of paint, especially on sides of the home receiving more intense sunlight.

SOLUTION: Clean, scrape and sand the surface; then prime and repaint with the appropriate color.

GAPS AT TRIM JOINTS OR BETWEEN FINISHES.

LIKELY CAUSE: Normal caulk or filler shrinkage.

SOLUTION: Re-caulk or refill areas where there are gaps.

WHITE POWDERY SUBSTANCE APPEARING ON BRICK.

LIKELY CAUSE: Efflorescence or soluble salts.

SOLUTION: Wash the surface with Prosoco and rinse clean with water. Do not use a stiff brush.

FRAMING**FLOOR SQUEAKS OR POPS.**

LIKELY CAUSE: Shrinkage or minor deflection in the flooring system.

SOLUTION: This is often a temporary condition. However, if the floor squeaks or pops are severe you may want to nail the subfloor area the remedy the noise. Contact a general contractor to do this for you as it may involve removing your carpet.

HARDWOOD FLOORS**GAPS BETWEEN WOOD PLANKS APPEARING IN HEATING SEASON.**

LIKELY CAUSE: Dry air is causing the wood to dry and contract.

SOLUTION: This condition will most likely correct itself after the heating season. If the gaps are severe, you may want to consider adding a humidifier to your home which will prevent hardwoods from drying out. Before adding any such system contact an HVAC contractor.

CUPPING OF HARDWOOD PLANKS.

LIKELY CAUSE: Air is too moist.

SOLUTION: Check the foundation for standing water, and eliminate any excesses by making sure the proper landscaping grades are in place. If you do not have a foundation related water problem, you may want to add a dehumidifier to your home to correct this problem.

DISCOLORED OR SOFTENED AREAS OF FLOOR.

LIKELY CAUSE: Moisture penetration or water leaks.

SOLUTION: Check the surrounding areas for leaks and correct them immediately.

HVAC**A/C OR FURNACE DOES NOT START UP.**

LIKELY CAUSE: No power to unit or furnace cover is open.

SOLUTION: Check the switch and power supply. Replace the cover on the furnace.

UNEVEN TEMPERATURES IN THE HOME.

LIKELY CAUSE: Unbalanced air flow.

SOLUTION: Adjust the registers in each room to increase or decrease the air flow as needed.

A/C SYSTEM BLOWS WARM AIR.

LIKELY CAUSE: Compressor may not be sufficiently charged or it may have a Freon leak.

SOLUTION: Have the compressor recharged and checked for leaks.

SYSTEM DOES NOT HEAT OR COOL ADEQUATELY.

LIKELY CAUSE: Dirty filter.

SOLUTION: Clean or change the air filter.

INSULATION**AIR INFILTRATION AT WINDOWS OR DOORS.**

LIKELY CAUSE: Poorly fitted or missing weather stripping.

SOLUTION: Replace or repair weather stripping. Caulk if necessary.

LANDSCAPING

WEEDS IN BED AREAS.

LIKELY CAUSE: Thin mulch. No herbicide.

SOLUTION: Add mulch to a depth of 1-1/2" to 2". Apply pre-emergent herbicide per directions on the box and after referring to the "Landscaping" section in this manual.

WEEDS IN GRASS.

LIKELY CAUSE: Thin grass. No herbicide.

SOLUTION: Over seed your lawn if you have Fescue grass and then fertilize. Apply either pre-emergent or post-emergent herbicides as necessary per the directions after referring to the "Landscaping" section in this manual.

YELLOWED LAWN.

LIKELY CAUSE: Low fertility.

SOLUTION: Apply fertilizer to your lawn per the manufacturer's directions on the package.

WILTED TREES OR SHRUBS.

LIKELY CAUSE: Low fertility, iron deficiency or not enough water.

SOLUTION: Apply fertilizer per the directions on the package. Apply liquid iron per the directions on the container. Water your lawn with more frequency and for longer periods of time.

EROSION IN LAWN.

LIKELY CAUSE: Poorly established grass.

SOLUTION: Fill eroded areas, over seed, fertilize, mulch with wheat straw and water regularly to promote grass growth.

LOCKS

HINGES ON DOOR SQUEAK.

LIKELY CAUSE: Friction on hinge pin.

SOLUTION: Apply wax to the hinge pin.

DOOR KEY DOES NOT OPERATE.

LIKELY CAUSE: Normal usage.

SOLUTION: Tighten screws and/or lubricate with white graphite.

DOOR KNOB IS LOOSE OR RATTLES.

LIKELY CAUSE: Normal usage.

SOLUTION: Tighten the screws on the knob base.

PAINT

BLEMISHES OR MARKS ON INTERIOR WALLS.

LIKELY CAUSE: Bumping into walls with furniture, toys, etc.

SOLUTION: Clean the spots with a damp sponge and a mild detergent. Use a slightly thinned paint to touch up the area.

PLUMBING

WATER LEAKING FROM UNDER THE SINK.

LIKELY CAUSE: Loose plumbing fittings.

SOLUTION: Hand tighten the coupling on the drain pipes.

WATER RUSHING NOISES ORIGINATING AT WALLS.

LIKELY CAUSE: Water draining through the pipes.

SOLUTION: This is a normal sound and does not indicate a leak in the system.

REDUCED WATER FLOW AT THE FAUCET.

LIKELY CAUSE: Aerator is clogged.

SOLUTION: Unscrew the aerator, rinse it well and replace it on the faucet.

WHIRLPOOL TUB DOES NOT OPERATE.

LIKELY CAUSE: GFCI circuit breaker has been tripped.

SOLUTION: Reset the GFCI or circuit breaker.

WHIRLPOOL TUB DOES NOT FILL ADEQUATELY WITH HOT WATER.

LIKELY CAUSE: Tub capacity is greater than that of the water heater.

SOLUTION: Fill the tub with hot water only at first. Then add cold water to adjust the temperature. The water heater should recover quickly enough to add more hot water.

WATER STAINS ON THE CEILING OF A ROOM.

Likely CAUSE: Water leaking at caulking or grout.

SOLUTION: Repair the caulking or grout at the shower or tub above the leak. If the leak is not at the shower or tub, turn off the water and call a plumber.

SATURATED CARPET OUTSIDE SHOWER AFTER USE.

LIKELY CAUSE: Door is not closed completely when shower is in use or the seal at the door is leaking.

SOLUTION: Be sure to close the door securely and check the seal. If the seal is leaking, contact JW Installations for a replacement.

NO HOT WATER FROM THE WATER HEATER.

LIKELY CAUSE: Temperature setting is too low or the pilot light is out.

SOLUTION: Adjust the temperature setting or re-light the pilot light. It is best to call a gas company representative to come to your home to re-light the pilot light.

TOILET MAKES LOUD NOISE WHEN IT IS FLUSHED.

LIKELY CAUSE: The ball cock (the balloon which floats in the toilet tank) is not working properly.

SOLUTION: Replace the ball cock and/or toilet mechanism.

ROOFING**ROOF LEAKS DURING HEAVY DRIVING RAINS, BUT NOT DURING REGULAR RAINS.**

LIKELY CAUSE: Leaks at attic vents or louvers.

SOLUTION: Dry wet areas after rains or place a bucket under the leak during storms to collect water. Such leaks are rare and usually do not recur.

WATER OVERFLOWING GUTTERS DURING RAIN.

LIKELY CAUSE: Leaves or debris in gutters or the downspout is blocked.

SOLUTION: Clean gutters and/or downspout.

WATER OVERFLOWS GUTTERS IN HEAVY RAINS.

LIKELY CAUSE: Heavy rain is too much for the gutter system to handle.

SOLUTION: In such cases, there is no course of action to take as this is typical during excessively heavy rains. It is not likely this will recur during normal rains.

WATER LEAKS AT THE PERIMETER OF THE ROOF.

LIKELY CAUSE: Gutters are clogged with leaves or debris.

SOLUTION: During a storm, keep the area as dry as possible. After the storm, be sure to clean the gutters as soon as possible.

ROOF LEAKS DURING SNOW OR ICE STORMS.

LIKELY CAUSE: Ice or snow build-up on shingles.

SOLUTION: Keep the area as dry as possible during the storm. This is a normal occurrence during heavy winter storms and will only occur rarely, if at all. If this is a problem during normal rains, contact Customer Service.

SHOWER ENCLOSURE

SHOWER DOOR WILL NOT STAY SHUT.

LIKELY CAUSE: Roller hangers are out of alignment.

SOLUTION: Adjust roller hangers.

SHOWER DOOR OUT OF SQUARE.

LIKELY CAUSE: Roller hangers are out of alignment.

SOLUTION: Adjust roller hangers.

DOORS DON'T SLIDE EASILY.

LIKELY CAUSE: Lack of lubrication or rollers have come off their tracks.

SOLUTION: Clean the track and spray the rollers with silicone lubricant.

TRIM

MINOR SEPARATION OF INTERIOR TRIM.

LIKELY CAUSE: Shrinkage or settlement of your home.

SOLUTION: Caulk or patch and paint or stain the area(s) as necessary.

TRIM IS DULLED IN CERTAIN AREAS.

LIKELY CAUSE: Variations in grain or texture which are causing an uneven absorption of the finish.

SOLUTION: This is a natural occurrence. No action necessary.

LOOSE TRIM.

LIKELY CAUSE: Shrinkage due to contraction of your home.

SOLUTION: Re-nail the trim into proper position and touch up as needed.

VINYL FLOORS

VINYL FLOOR FINISH LOOKS DULL.

LIKELY CAUSE: High traffic or furniture movement causing dullness.

SOLUTION: Follow the manufacturer's instructions for restoring the surface finish.

NAILS OR STAPLES POP UP UNDER VINYL FLOOR.

LIKELY CAUSE: Movement in framing and/or underlayment.

SOLUTION: Gently reset the nails or staples.

CONCRETE CARE AND MAINTENANCE

We have constructed your exterior concrete to meet or exceed the specifications of the City Building Code and per the recommendation of the Nebraska Concrete and Aggregates Association. Although your exterior concrete meets industry standards for durability, there are certain maintenance procedures that you should follow to properly maintain your exterior concrete, especially your driveway.

Since there is **NO WARRANTY** for your exterior concrete, please see the following instructions for proper care of your concrete so that you may avoid the problem in the picture shown here. It is in your best interest to take these steps and regularly maintain your concrete.



APPLY A SEALER TO YOUR EXTERIOR CONCRETE BEFORE THE FIRST WINTER SETS IN

Many sealers are available and they are easily applied with a sprayer or a paint roller. Some sealers must be re-applied every two years. Seal/caulk all joints and cracks in your driveway and all other exterior concrete on a regular basis, especially before the first winter. It is also strongly recommended that you seal the garage floor as well with a good grade of concrete sealer. “Aquapel” and “Ready-Seal” are two of these sealers and they can be purchased at Ready-Mixed Building Materials. These were two of the products recommended by the concrete producers, but others are available. (Be sure that the sealer complies with the ASTM C 390 standard) You can check out the recommended suppliers of this type of sealer at www.nebrconcg.com. Be sure to use a recommended sealer as some of the concrete sealers that are available from our local Home Centers (i.e. Home Depot, Lowes, Menards) may not meet the ASTM standard.

Applying the correct sealer could save you the cost of driveway replacement in the future. Be sure to follow the manufacturer’s applications for recommendations.

NEVER USE DE-ICING PRODUCTS ON YOUR CONCRETE

Use sand, cat litter or floor-drying compound whenever traction or skid resistance is needed. Products labeled “Safe for Concrete” or “Won’t Harm Concrete” can still cause damage to your exterior concrete.

REMOVE “UNINTENDED” DE-ICING PRODUCTS FROM YOUR CONCRETE IMMEDIATELY

Snow and ice clinging to the underside of cars often contains high concentrations of de-icing materials that are picked up from the streets. These deicers end up on your concrete and are highly corrosive. Care should be taken to remove these deposits of snow and ice as soon as possible. It’s good preventative maintenance to wash these “unintended” deposits from your concrete as soon as weather conditions permit. Do not wait for spring weather to remove these deposits.

CONDENSATION

Ever wonder why condensation forms on your windows—and what you can do to prevent it? Below is a collection of questions and answers designed to provide you with a better understanding of condensation and how you can minimize it.

WHAT CAUSES EXTERIOR CONDENSATION?

Exterior condensation occurs when moist air comes into contact with cool surfaces, such as glass. This type of condensation appears when the dew point in the air is higher than the temperature of the glass. This occurs when a cool night follows a warmer day, most typically during the spring and fall seasons.

WHAT CAUSES CONDENSATION ON THE INSIDE GLASS OF WINDOWS?

Whenever there is excess humidity in a home, it manifests itself in the form of condensation on the coldest area of a wall, which is normally where the windows are. The warmer the air, the more moisture it will retain, so when air in your home comes in contact with the colder glass surface, it is subsequently cooled and moisture is released in the form of condensation on the glass.



DO WINDOWS CAUSE CONDENSATION?

No, condensation on windows is not the fault of the window. However, by replacing drafty windows and doors or installing a new roof or siding, you are reducing air flow in your home and making it tighter. [In general, newly constructed homes have been progressively built much tighter.](#) Tighter homes actually retain more humidity.

WHERE ON A WINDOW DOES CONDENSATION NORMALLY FORM AND WHY?

Condensation often forms at the meeting rail and at the bottom of the lower sash on the interior of the glass. This is because when warm air cools, it falls down across the interior surface of the window at the same time the temperature of the air is falling. The air contacts the horizontal surface of the meeting rail, which acts like a dam, slowing the air's rate of fall and creating the perfect opportunity for the trapped water vapor to escape and form on the meeting rail's surface. The air then rolls over the edge of the meeting rail and again gains speed until it encounters the lower handle of the sash. At this point, the water vapor again makes its exit and lies at the bottom of the sash.

CAN I REDUCE THE CONDENSATION ON MY WINDOWS?

Yes. In order to reduce condensation, humidity must be controlled and air movement must be generated. As the exterior temperature drops, the humidity level needs to decrease if condensation is to be controlled.

WHAT STEPS CAN I TAKE TO REDUCE HUMIDITY IN MY HOME?

The two main things you can do are: control sources of moisture and increase ventilation.

To decrease or control excess humidity and condensation:

- Use exhaust fans in your kitchen, laundry and bathrooms.
- Vent gas burners, clothes dryers, etc. to the outdoors.
- Shut off furnace humidifiers and other humidifying devices in your home.
- Be sure that the ventilating louvers in your attic, basement or crawl spaces are open and amply sized.
- Air out your house a few minutes each day.
- In Winter, remove screens and keep curtains/window treatments open as much as possible.
- If troublesome condensation persists, see your heating contractor about an outside air intake for your furnace, about ventilation of gas burning heaters and appliances, or about installation of ventilation fans. Also, check on what impact on air-to-air heat exchanger could have on your humidity levels.

Remember . . . the best way to avoid condensation is to reduce the humidity of the inside air.

Maximum Recommended Humidity Levels

As provided by Chart Below taken from www.energystar.gov

<u>Outside Temperature</u>	<u>Inside Humidity</u>
20°F to 40°F	Not over 40%
10°F to 20°F	Not over 35%
0° F to 10°	Not over 30%
-10° F to 0°F	Not over 25%
-20°F to -10°	Not over 20%
-20° F or Below	Not over 15%
<u>Based on engineering studies at 70° F</u>	<u>conducted at the University of Minnesota</u> <u>Laboratories</u>



ALWAYS

Check for moisture before you water!

Until the root system is well established, usually one full year, you should check the soil for moisture to accurately determine how wet or dry it is.

If the soil is dry, water thoroughly until the root ball and surrounding soil are wet again.

If it's moist, don't water the plant and check back later.

The objective is to try to find that "happy medium" neither too wet nor too dry.

You should never water a plant unless it needs water!

HAND WATERING ENSURES THAT EACH PLANT GET WATER WHERE IT NEEDS TO GO, DIRECTLY OVER THE ROOT BALL AND SURROUNDING SOIL

IF YOU HAVE A LARGE NUMBER OF PLANTS, SPRINKLERS AND SOAKER HOSES CAN BE EFFECTIVE.

BE SURE THEY RUN LONG ENOUGH TO WATER DEEPLY!

GATOR BAGS ARE ALSO A GREAT WAY TO SLOWLY APPLY WATER TO TREES AND SHRUBS

WATERING TIPS FOR BEAUTIFUL AND HEALTHY PLANTS

DO'S

- DO Use a watering wand whenever possible to deeply and thoroughly soak the root ball and surrounding soil of each plant. Once you totally saturate the root zone of your new plants, don't water them again until they need water.
- A few days after watering, DO check the root ball of your plant for moisture before watering again. Dig down about 4-5" and pull a small amount of soil from the edge of the root ball for close examination. If it's moist, it doesn't need water. Cover the hole back up and check again in a couple of days. If it's dry, water thoroughly.
- DO Continue in this manner and only water your plants when they need water. In the spring and fall, check the soil moisture every 3-5 days. In the summer, check the soil moisture every 2-3 days for smaller plants and every 3-5 days for larger plants

DON'TS

- Don't allow your plants to completely dry out! Not watering deeply or frequently enough will kill your plants.
- Don't over water your plants either! Too much water literally drowns the plants' roots. Follow the golden rule—always check for moisture before you water.
- Don't forget to make arrangements for a friend or neighbor to water your plants when you go on vacation. Give them our number in case they have



SECTION FOUR

CONSTRUCTION WARRANTY STANDARDS

CONSTRUCTION WARRANTY STANDARDS

The Builder will warrant your home for a period of one (1) year according to the attached guidelines. These Construction Warranty Standards are standards that have been developed and generally accepted by the residential construction industry. While it is virtually impossible to develop a construction standard for each possible deficiency, the construction industry has attempted to isolate the most common deficiencies that occur and in so doing list the extent of Builder-Homebuyer responsibility. Where a specific deficiency has not been isolated, you can obtain a copy of “Residential Construction Performance Guidelines” through the National Association of Homebuilders at www.builderbooks.com. These Guidelines are the foundation of our warranty guidelines.

The following Construction Warranty Standards are expressed in terms of required standards that the Builders’ construction must meet. Non-compliance with these construction standards calls for corrective action by the builder.

Sections

- | | |
|----------------------------------|-----------------------------|
| 1. Site Work | 7. Finishes |
| 2. Foundation & Concrete | 8. Specialties |
| 3. Masonry | 9. Mechanical |
| 4. Carpentry | 10. Electrical |
| 5. Thermal & Moisture Protection | 11. Warranty Request Sheets |
| 6. Doors & Windows | |

SITE WORK

GRADING

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

CONSTRUCTION STANDARD: Settling of ground around foundation walls, utility trenches or other filled areas which exceeds a maximum of six (6) inches from finished grade established by Builder.

BUILDER CORRECTION: If Builder has provided final grading, Builder shall fill settled areas affecting proper drainage, one time only, during the first year Warranty period. Homeowner is then responsible for removal and replacement of shrubs and other landscaping (installed by Builder) affected by placement of the fill.

EXCLUSION: Due to settling, no landscaping (including, but not limited to fencing and posts, hardscapes, water features like fountains, etc.) shall be installed for a minimum of one year once the home is completed. If the homeowner installs landscaping or any of the items shown above, it is strongly urged that water tamping of the entire area be done first to minimize the risk of settling. The homeowner is responsible for the removal and placement of any item that is installed should the builder need to come back (one time) to add dirt due to settling.

DRAINAGE

DEFICIENCY: Improper surface drainage.

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

BUILDER CORRECTION: Responsible for initially establishing the proper grades, swales and drainage away from Home

EXCLUSION: Standing or ponding water outside of defined swales and beyond ten (10) feet from the foundation of the Home, or which is within ten (10) feet but is caused by unusual grade conditions, retainage of treed areas, or sodding done by Homeowner is not considered a defect. Soil erosion and runoff caused by failure of the Homeowner to maintain the properly established grades, drainage structures and swales; stabilized soil, sodded, seeded and landscaped areas; are excluded from Warranty Coverage. The Homeowner is responsible for maintaining such grades and swales once properly established by Builder to prevent runoffs and erosion of soil.

DEFICIENCY: Grass or landscaped areas which are disturbed or damaged due to work on the property in correcting a deficiency.

CONSTRUCTION STANDARD: Landscaped areas which are disturbed during repair work are defects.

BUILDER CORRECTION: Restore grades, seed and landscape to meet original condition.

EXCLUSION: Replacement of trees and large bushes which existed at the time Home was constructed or those added by the Homeowner after occupancy or those which subsequently die are excluded from Warranty Coverage.

DEFICIENCY: Soil erosion

CONSTRUCTION STANDARD: None. No Coverage

BUILDER CORRECTION: None. Builder/Seller is not responsible for soil erosion due to acts of God or other conditions beyond the Builder/Seller's control

EXCLUSION: Soil erosion and run-off caused by failure of you (the home owner) to maintain the properly established grades, drainage structures and swales; stabilized soil, sodded, seeded and landscaped areas; are excluded from Limited Warranty coverage.

FOUNDATION AND CONCRETE

CAST-IN PLACE CONCRETE

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

CONSTRUCTION STANDARD: Non-structural cracks are not unusual in concrete foundation walls. Cracks greater than one-quarter (1/4) inch are deficiencies.

BUILDER CORRECTION: Repair non-structural cracks in excess of one-quarter (1/4) inch by surface patching. These repairs should be made toward the end of the first year of the Warranty Coverage to permit normal stabilizing of the Home by settling.

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

DEFICIENCY: Cracking of basement floor.

CONSTRUCTION STANDARD: Minor cracks in concrete basement floors are common. Cracks exceeding one-fourth (1/4) inch in width or one-fourth (1/4) inch in vertical displacement are deficiencies.

BUILDER CORRECTION: Repair cracks exceeding maximum tolerance by surface patching or other methods, as required.

DEFICIENCY:	Cracking of attached garage floor slab.
CONSTRUCTION STANDARD:	None. No Coverage.
BUILDER CORRECTION:	None
DEFICIENCY:	Cracking of driveways.
CONSTRUCTION STANDARD:	None, No Coverage.
BUILDER CORRECTION:	None
DEFICIENCY:	Cracks in attached patio slab.
CONSTRUCTION STANDARD:	None. No Coverage.
BUILDER CORRECTION:	None
DEFICIENCY:	Cracks in concrete slab-on-grade floors, with finish flooring.
CONSTRUCTION STANDARD:	Cracks which rupture or significantly impair the appearance or performance of the finish flooring material are deficiencies.
BUILDER CORRECTION:	Repair cracks as required so as not to be apparent when the finish flooring material is in place. Repair or replace finish flooring.
DEFICIENCY:	Uneven concrete floor slabs.
CONSTRUCTION STANDARD:	Except for basement floors or where a floor or a portion of floor has been designed for specific drainage purposes, concrete floors in rooms finished for habitability by Builder shall not have pits, depressions or area of unevenness exceeding one-fourth (1/4) inch in 32 inches.
BUILDER CORRECTION:	Repair/replace to meet the Standard. Where applicable, surface patching is an acceptable method of repair. Re-install or replace any finish flooring material as necessary.
DEFICIENCY:	Interior concrete work is pitting, scaling, or spalling.
CONSTRUCTION STANDARD:	Interior concrete surfaces that disintegrate to the extent that aggregate is exposed and loosened under normal conditions of use are deficiencies.
BUILDER CORRECTION:	Builder shall take whatever corrective action is necessary to repair or replace defective concrete surfaces.
EXCLUSION:	Exterior concrete surfaces and garage slabs are excluded from coverage.

DEFICIENCY: Excessive powdering or chalking of interior concrete surfaces.

CONSTRUCTION STANDARD: Excessive powdering or chalking of interior concrete surface is a deficiency, but should not be confused with normal surface dust that may accumulate for a short period after Home is occupied.

BUILDER CORRECTION: Take corrective action necessary to treat, repair or resurface defective areas.

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

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

BUILDER CORRECTION: Grout crack fully and reset loose masonry where required. Replacement of masonry, if required, shall match the existing as close as possible.

DEFICIENCY: Cracking, settling or heaving of stoops and steps.

CONSTRUCTION STANDARD: None. No Coverage.

BUILDER CORRECTION: None.

EXCLUSION: Stoops, decks, porches, steps, etc. are EXCLUDED FROM COVERAGE.

CONSTRUCTION AND CONTROL JOINTS

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

CONSTRUCTION STANDARD: None. No Coverage.

BUILDER CORRECTION: None

EXCLUSION: Concrete slabs within the structure are designed to move at construction and control joints and are not deficiencies. The Homeowner is responsible for maintenance of joint material.

MASONRY

UNIT MASONRY (Brick, Block and Stone)

DEFICIENCY: Cracks in non-bearing or non-supporting walls.

CONSTRUCTION STANDARD: Small shrinkage cracks running through masonry and mortar joints are not unusual. Cracks in excess of one-fourth (1/4) inch in width are deficiencies.

BUILDER CORRECTION: Repair non-structural shrinkage cracks in excess of one-fourth (1/4) inch by pointing or patching. Repairs shall be made near the end of the first year Warranty period.

DEFICIENCY: Cracks in bearing or supporting masonry walls above grade.

CONSTRUCTION STANDARD: Small hairline cracks which do not affect the structural ability of masonry bearing walls are not unusual. Cracks in excess of one-fourth (1/4) inch in width are deficiencies.

BUILDER CORRECTION: Repair shrinkage cracks in excess of one-fourth (1/4) inch by pointing or patching.

DEFICIENCY: Cracks in basement and foundation walls.

CONSTRUCTION STANDARD: Vertical or diagonal cracks which do not affect the structural ability of unit masonry foundation walls, are not unusual. Horizontal cracks in the joints of masonry walls are less common but may occur. Cracks one-eighth (1/8) inch or more in width are deficiencies.

BUILDER CORRECTION: Repair cracks in excess of one-eighth (1/8) inch in width by pointing and patching. Horizontal cracks exceeding three-sixteenths (3/16) inch shall be investigated by Builder to determine the cause. Builder shall take the necessary steps to remove the cause and make repairs by pointing and patching, reinforcement or replacement of the defective courses.

DEFICIENCY: Cracks in brick or stone veneer above grade.

CONSTRUCTION STANDARD: Small cracks are common in mortar joints of masonry construction. Cracks one-fourth (1/4) inch or greater in width are deficiencies.

BUILDER CORRECTION: Repair cracks and voids in excess of one-fourth (1/4) inch by surface pointing. These repairs should be made toward the end of the first year of Warranty Coverage to permit Home to stabilize and normal settlement to occur. Builder is not responsible for color variations between existing and new mortar.

STUCCO AND CEMENT PLASTER

DEFICIENCY: Cracking or spalling of stucco and cement plaster.

CONSTRUCTION STANDARD: Hairline cracks in stucco or cement plaster are common especially if applied directly to masonry back-up. Cracks greater than one-eighth (1/8) in width or spalling of the finish surfaces are deficiencies.

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

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

CARPENTRY

ROUGH CARPENTRY

DEFICIENCY: Floors squeak, due to improper installation or loose subfloors.

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

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

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

DEFICIENCY: Uneven wood framed floors.

CONSTRUCTION STANDARD: Wood floors shall not have more than one-fourth (1/4) inch ridge or depression within a 32-inch measurement parallel to the joists, or have a total slope in any direction exceeding 1/240 of the room width or length (i.e. a 10' 0" wide room shall not be out of level by more than one-half (1/2) inch).

BUILDER CORRECTION: Correct or repair to meet the allowable standard.

DEFICIENCY:	Bowed stud walls or ceilings.
CONSTRUCTION STANDARD:	All interior and exterior frame walls or ceilings have slight variations on the finish surfaces. Bowing should not be visible so as to detract from the finished surface. Walls or ceilings which are bowed more than one-half (1/2) inch within a 36 inch horizontal or vertical measurement are deficiencies.
BUILDER CORRECTION:	Exterior and interior frame walls or ceilings bowed in excess of the allowable standard shall be corrected to meet the allowances of the construction standard.
DEFICIENCY:	Wood frame walls out of plumb.
CONSTRUCTION STANDARD:	Wood frame walls which are out of plumb more than one inch in an eight (8) foot vertical measurement are a deficiency.
BUILDER CORRECTION:	Make necessary repairs to meet the allowable standard.
DEFICIENCY:	Warping, checking or splitting of wood framing which affects its intended purpose is a deficiency.
CONSTRUCTION STANDARD:	Minor warping, checking, or splitting of wood framing is common as the wood dries out and is not considered a deficiency. A condition which affects the integrity of the member or any applied surface material is a deficiency.
BUILDER CORRECTION:	Where a problem exists and the surface material is affected, Builder shall repair, replace or stiffen the frame member as required.
DEFICIENCY:	Exterior sheathing and subflooring which delaminates or swells.
CONSTRUCTION STANDARD:	Sheathing and subflooring delaminating or swelling on the side that the finish material has been applied is a deficiency.
BUILDER CORRECTION:	Builder shall repair or replace subflooring or sheathing as required. Replacement of the finish materials, when necessary, shall be done to match the existing finish as close as possible.
DEFICIENCY:	Wood frame walls out of square.
CONSTRUCTION STANDARD:	None. No Coverage.
BUILDER CORRECTION:	None
EXCLUSION:	Wood frame walls which are out of square are not considered deficiencies.

FINISH CARPENTRY

DEFICIENCY: Unsatisfactory quality of finished exterior trim and workmanship.

CONSTRUCTION STANDARD: Joints between exterior trim elements, and siding or masonry which are in excess of three-eighths (3/8) inch are deficiencies. In all cases, the exterior trim abutting masonry siding shall be capable of performing its function to exclude the elements.

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

DEFICIENCY: Unsatisfactory quality of finished interior trim and workmanship.

CONSTRUCTION STANDARD: Joints between moldings and adjacent surfaces which exceed one-eighth (1/8) inch in width are defects.

BUILDER CORRECTION: Repair defective joints and touch up finish coating where required to match as close as possible. Caulking is acceptable.

DEFICIENCY: Surface defects in finished woodwork and millwork such as checks, splits and hammer marks.

CONSTRUCTION STANDARD: Finished woodwork and millwork is to be smooth and without surface marks. Finished surfaces which fall beyond what is reasonably expected in the industry are deficiencies.

BUILDER CORRECTION: Correct repairable defects; sanding, filing, or puttying is acceptable to return the surface to its original condition. Replace material not repairable, refinish and restore to match surrounding surfaces as close as possible.

DEFICIENCY: Exposed nail heads in woodwork.

CONSTRUCTION STANDARD: Material used to fill nail holes has a tendency to shrink and dry up after a period of time and is not considered a deficiency. Nail holes which have not been filled on finished painted wood work are deficiencies.

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

EXCLUSION: Nail holes do not have to be filled where the surface finish is not conducive or so designed to have nail holes filled because of the product.

THERMAL & MOISTURE PROTECTION

WATERPROOFING

DEFICIENCY: Leaks in basement or in foundation/crawl space.

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

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

EXCLUSION: Leaks caused by landscaping improperly installed by the Homeowner, or failure by the Homeowner to maintain proper grades are excluded from Warranty Coverage. Dampness in basement and foundation walls or in concrete basement and crawl space floors is often common to new construction and is not a deficiency.

Note: Sump Pumps Installed by Builder are warranted for one (1) year.

Damage as a result of sump pump not functioning **is not warranted**.

Homeowner must test pump every 30 days to ensure it is functioning correctly.

INSULATION

DEFICIENCY: Insufficient insulation.

CONSTRUCTION STANDARD: Insulation which is not installed around all habitable areas in accordance with established local industry standards is a deficiency.

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

DEFICIENCY: Sound transmission between rooms, floor levels, adjoining condominium units in a building, or from the street into Home.

CONSTRUCTION STANDARD: None. No Coverage.

BUILDER CORRECTION: None.

VENTILATION AND MOISTURE CONTROL

DEFICIENCY: Inadequate ventilation or moisture control in crawl spaces.

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

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

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

DEFICIENCY: Inadequate ventilation or moisture control in attics or roofs.

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

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

EXCLUSION: The Homeowner is responsible for keeping existing vents unobstructed. Locally approved and properly constructed "hot roof" or other alternative roof designs may not require ventilation and where there is no evidence of moisture damage to supporting members or insulation, are not deficiencies.

DEFICIENCY: Leaks due to snow or driven rain through louvers and vents.

CONSTRUCTION STANDARD: Improperly installed louvers and vents that permit penetration of the elements under normal conditions are deficiencies.

BUILDER CORRECTION: Take necessary steps to eliminate penetration of rain or snow under normal conditions if it is determined the installation was improper.

EXCLUSION: Properly installed louvers or vents may at times allow penetration of rain or snow under strong wind conditions and are not deficiencies.

DEFICIENCY: Bath or kitchen exhaust fans improperly vented into attic.

CONSTRUCTION STANDARD: Bath or kitchen exhaust fans which are vented into attics causing moisture to accumulate resulting in damage to supporting members or insulation are deficiencies.

BUILDER CORRECTION: Builder shall vent exhaust fans to the outside to correct deficiencies.

DEFICIENCY: Water leakage from improper installation of doors or windows.

CONSTRUCTION STANDARD: Under normally anticipated conditions, no water shall pass beyond the interior face of the door or window unit, overflow into room, or flow into wall cavity.

BUILDER CORRECTION: Builder shall repair deficiencies attributable to improper installation.

SEALANTS

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

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

BUILDER CORRECTION: Repair and/or caulk joints in exterior wall surfaces as required to correct deficiency one time during the first year of Warranty Coverage.

EXCLUSION: The Homeowner must maintain caulking once the condition is corrected.

EXTERIOR SIDING

DEFICIENCY: Delamination, splitting, or deterioration of exterior siding.

CONSTRUCTION STANDARD: Exterior siding which delaminates, splits or deteriorates is a deficiency.

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

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

DEFICIENCY: Loose or fallen siding.

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

BUILDER CORRECTION: Reinstall or replace siding and make it secure.

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

DEFICIENCY: Siding is bowed.

CONSTRUCTION STANDARD: Bows exceeding one-half (1/2) inch in 32 inches are deficiencies.

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

EXCLUSION: Bowed siding due to Homeowners actions or neglect, such as bowing caused by sprinkler system repeatedly wetting siding, is not a deficiency.

DEFICIENCY: Nails have stained siding.

CONSTRUCTION STANDARD: Nail stains exceeding one-half (1/2) inch in length and visible from a distance of 20 feet are deficiencies.

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

EXCLUSION: "Natural weathering" or semi-transparent stains are excluded from coverage.

ROOFING

DEFICIENCY: Roof or flashing leaks.

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

BUILDER CORRECTION: Correct any roof or flashing leaks which are verified to have occurred under normal weather conditions.

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

DEFICIENCY: The roof ridge beam has deflected.

CONSTRUCTION STANDARD: Roof ridge beam deflection greater than 1 inch in 8 feet is considered excessive.

BUILDER CORRECTION: The contractor shall repair affected ridge beams that do not meet the performance guideline.

DEFICIENCY:	A rafter or ceiling joist bows (up or down).
CONSTRUCTION STANDARD:	Bows greater than 1 inch in 8 feet are excessive.
BUILDER CORRECTION:	The contractor shall repair affected rafters or joists that bow in excess of the performance guideline.
DEFICIENCY:	Roof sheathing appears wavy or bowed.
CONSTRUCTION STANDARD:	Some waviness between framing members may occur even when sheathing is properly installed. Roof sheathing shall not bow more than 1/2-inch in 2 feet. Frost patterns on a roof can give the appearance of waviness without the condition existing (e.g. frost outline on sheathing joints and over roof framing members).
BUILDER CORRECTION:	The contractor will straighten bowed roof sheathing as necessary to meet the performance guideline. Where repairs are required, color, finish or texture may not have an exact match. Seasonal conditions may delay the timing of repairs.
DEFICIENCY:	An attic vent or louver leaks.
CONSTRUCTION STANDARD:	Attic vents and louvers shall not leak. However, infiltration of wind-driven rain and snow are not considered leaks and are beyond the control of the contractor.
BUILDER CORRECTION:	The contractor shall repair or replace the roof vents as necessary to meet the performance guideline.
DEFICIENCY:	Ice builds up on the roof.
CONSTRUCTION STANDARD:	During prolonged cold spells ice is likely to build up on a roof, especially at the eaves. This condition naturally can occur when snow and ice accumulates.
BUILDER CORRECTION:	No action is required of the contractor. Prevention of ice build-up on the roof is a consumer maintenance item.
DEFICIENCY:	Shingles have blown off.
CONSTRUCTION STANDARD:	The primary role of roofing is to protect the building from the weather. Shingles shall not blow off in winds less than the manufacturer's warranty statement or applicable building codes. Self-sealing shingles installed during cold temperatures should seal when warmer temperatures return. In the short term, unsealed shingles should not affect the weather protection provided by the roof.
BUILDER CORRECTION:	If shingles were not installed properly, they will be repaired or replaced in the affected area. Where repairs are required, color, finish or texture may not have an exact match. Seasonal conditions may delay the timing of repairs.

DEFICIENCY: Shingle edges or corners are curled or cupped.

CONSTRUCTION STANDARD: Shingle edges and corners shall not curl or cup more than 1/2-inch.

BUILDER CORRECTION: No corrective action is required of the contractor. Cupping in excess of 1/2-inch should be reported to the manufacturer.

DEFICIENCY: Shading or a shadowing pattern is observed on a new shingle roof.

CONSTRUCTION STANDARD: Shading or shadowing is a defect only if it results from failure to use shingles of the type specified in the contract,

BUILDER CORRECTION: The contractor will replace shingles not conforming to the contractual requirements.

DEFICIENCY: Shingles have developed surface buckling.

CONSTRUCTION STANDARD: Shingle surfaces need not be perfectly flat. Buckling higher than 1/4-inch is considered excessive.

BUILDER CORRECTION: The contractor will repair or replace the affected shingles to meet the performance guideline.

DEFICIENCY: Sheathing nails have loosened from framing and raised shingles.

CONSTRUCTION STANDARD: Nails shall not loosen from roof sheathing to raise shingles from surface.

BUILDER CORRECTION: The contractor shall repair all areas as necessary to meet the performance guideline. It is not uncommon for nails to 'work themselves out' due to variations in temperature. The contractor can re-drive or remove and replace fasteners that withdraw from the framing. Any resulting holes should be sealed or the shingle should be replaced (a perfect color/shade match cannot be assured).

DEFICIENCY: Roofing nails are exposed at the ridge or hip of a roof.

CONSTRUCTION STANDARD: Nail heads shall be sealed.

BUILDER CORRECTION: The contractor shall repair areas to meet the performance guideline.

DEFICIENCY: Holes from construction activities are found in shingles.

CONSTRUCTION STANDARD: Holes from construction activities shall be flashed or sealed below the shingle tab to prevent leakage. If the patch is visible from the ground, the shingle should be replaced.

BUILDER CORRECTION: The contractor will repair or replace the affected shingles to meet the performance guideline.

DEFICIENCY: Lifted, curled or torn roof shingles.

CONSTRUCTION STANDARD: Roof shingles which lift or curl during the first year of Warranty Coverage or tear loose during normal weather conditions are deficiencies.

BUILDER CORRECTION: Repair or replace lifted, curled or torn shingles.

EXCLUSION: Accidental loss or damage from acts of nature such as, but not limited to fire, explosion, smoke, water escape, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood and earthquake are not deficiencies.

DEFICIENCY: Standing water on built-up roofs.

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

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

EXCLUSION: Minor ponding or standing of water is not considered a deficiency.

DOORS & WINDOWS

DOORS: *Interior and Exterior*

DEFICIENCY: Warping of interior or exterior doors.

CONSTRUCTION STANDARD: Interior and exterior doors that warp so as to prevent normal closing and fit are deficiencies. The maximum allowable warping of an interior door is one-fourth (1/4) inch when measured from top to bottom vertically or diagonally.

BUILDER CORRECTION: Repair or replace as may be required. New doors will be refinished to match the original as close as possible.

DEFICIENCY: Door binds against jamb or head of frame or does not lock.

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

BUILDER CORRECTION: Adjust door and keeper to operate freely.

DEFICIENCY: Door panels shrink and expose bare wood.

CONSTRUCTION STANDARD: None.

BUILDER CORRECTION: None.

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

DEFICIENCY: Door panels split.

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

BUILDER CORRECTION: If light is visible, fill crack and finish panel to match as close as possible. Correct one time during first year of Warranty Coverage. If panel cannot be repaired to hide crack, the panel or the door itself shall be replaced and finished to match original as close as possible.

DEFICIENCY: Bottom of doors rub on carpet surface.

CONSTRUCTION STANDARD: Where it is understood by Builder and the Homeowner that carpet is planned to be installed as floor finish by Builder, the bottom of the doors which rub or disturb the carpet are deficiencies.

BUILDER CORRECTION: Undercut doors as required.

EXCLUSION: Where carpet is selected by the Homeowner having excessive high pile, the Homeowner is responsible for any additional door undercutting.

DEFICIENCY: Excessive opening at the bottom of interior doors.

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

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

GARAGE DOORS *(Attached Garage)*

DEFICIENCY: Garage door fails to operate or fit properly.

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

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

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

WOOD, PLASTIC AND METAL WINDOWS

DEFICIENCY: Malfunction of windows

CONSTRUCTION STANDARD: Windows which do not operate in conformance with manufacturer's design standards are deficiencies.

BUILDER CORRECTION: Consult with manufacturer when necessary and make necessary adjustments for windows to operate and meet the standard.

DEFICIENCY: Double hung windows do not stay in place when open.

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

BUILDER CORRECTION: Adjust sash balances one time only during the first year of Warranty Coverage. Where possible, instruct the Homeowner on the method of adjustment for future repair.

DEFICIENCY: Condensation or frost on window frames and glass.

CONSTRUCTION STANDARD: None.

BUILDER CORRECTION: None.

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

HARDWARE

DEFICIENCY: Hardware does not work properly, fails to lock or perform its intended purpose.

CONSTRUCTION STANDARD: All hardware installed on doors and windows which do not operate properly are deficiencies.

BUILDER CORRECTION: Builder shall adjust, repair, or replace hardware as required.

STORM DOORS, WINDOWS AND SCREENS

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

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

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

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

WEATHER STRIPPING AND SEALS

DEFICIENCY: Drafts around doors and windows.

CONSTRUCTION STANDARD: Weather stripping is required on all doors leading directly to the outside from a habitable area. Some infiltration is normally noticeable around doors and windows, especially during high winds. Excessive infiltration resulting from openings in poorly fitted doors and windows, or poorly fitted weather stripping is a deficiency.

BUILDER CORRECTION: Builder shall adjust or correct poorly fitted windows or doors, or poorly fitted weather stripping.

GLASS AND GLAZING

DEFICIENCY: Clouding and condensation on inside surfaces of insulated glass.

CONSTRUCTION STANDARD: Insulated glass which clouds up or has condensation on the inside surface of the glass is a deficiency.

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

FINISHES

LATH AND PLASTER

DEFICIENCY: Cracks in plaster wall and ceiling surfaces.

CONSTRUCTION STANDARD: Hairline cracks are not unusual. Cracks in plaster wall and ceiling surfaces exceeding one-eighth (1/8) inch in width are deficiencies.

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

DRYWALL

DEFICIENCY: Drywall cracks.

CONSTRUCTION STANDARD: Hairline cracks are not unusual. Cracks in interior gypsum board or other drywall materials exceeding one-eighth (1/8) inch in width are deficiencies.

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

DEFICIENCY: Defects in drywall finishes caused by poor workmanship which may be manifested as blisters in tape, excess compound in joints, exposed corner beads, nail pops, trowel marks, or other blemishes.

CONSTRUCTION STANDARD: Slight defects such as occasional nail pops and seam lines are common to gypsum wallboard installation. Blisters in tape, excess compound in joints, trowel marks, exposed corner beads, and other blemishes that are visible from a distance of 6 feet under normal lighting conditions, are deficiencies. Nail pops are a defect only when there are signs of spackle compound cracking or falling away.

BUILDER CORRECTION: Builder shall correct such defects to acceptable tolerance and touch up paint one time only to match as close as possible. Such conditions shall be reported near the end of the first year of Warranty Coverage to allow for normal settlement of Home.

EXCLUSION: Depressions or slight mounds at nail heads are not considered deficiencies.

HARD SURFACE FLOORING (*Flagstone, Marble, Quarry Tile, Slate Ceramic Tile, Etc.*)

DEFICIENCY: Floor cracks or becomes loose.

CONSTRUCTION STANDARD: Ceramic tile, flagstone, or similar hard surfaced sanitary flooring which cracks or becomes loose is a defect. Subfloor and wallboard are required to be structurally sound, rigid, and suitable to receive finish.

BUILDER CORRECTION: Builder shall replace, reset, or correct the cracked or loose finish material.

EXCLUSION: Cracking and loosening of flooring caused by the Homeowner's negligence is not a deficiency. Builder is not responsible for slight color and pattern variations or discontinued patterns of the manufacturer. It shall not be required to replace the entire finish when the new material consists of less than 25 percent of the finished area.

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

CONSTRUCTION STANDARD: Cracks in grouting of ceramic tile joints are deficiencies. Re-grouting of these cracks is a maintenance responsibility of the Homeowner after the Builder has re-grouted once.

BUILDER CORRECTION: Builder shall repair grouting as necessary one time only within the first year of the Warranty Coverage.

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

RESILIENT FLOORING

DEFICIENCY: Nail pops appear on the surface of resilient flooring.

CONSTRUCTION STANDARD: Readily apparent nail pops are deficiencies.

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

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

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

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

DEFICIENCY: Resilient flooring or base loses adhesion.

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

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

DEFICIENCY: Seams or shrinkage gaps show at resilient flooring joints.

CONSTRUCTION STANDARD: Gaps in excess of one-thirty-seconds (1/32) inch in width in resilient floor covering joints are deficiencies. Where dissimilar materials abut, a gap in excess of one eighth (1/8) inch is a deficiency.

BUILDER CORRECTION: Builder shall take required action to correct the cause of the deficiency. Builder is not responsible for discontinued patterns or color variations of floor covering.

FINISHED WOOD FLOORING

DEFICIENCY: Cupping open joints, or separations in wood flooring.

CONSTRUCTION STANDARD: Open joints or separations between floor boards of finished wood flooring shall not exceed one-eighth (1/8) inch in width. Cups in strip floor boards shall not exceed one-sixteenth (1/16) inch in height in a 3 inch maximum distance when measured perpendicular to the length of the board.

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

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

PAINTING

DEFICIENCY: Knot and wood stains appear through paint on exterior.

CONSTRUCTION STANDARD: Excessive knot and wood stains which bleed through the paint are considered deficiencies.

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

DEFICIENCY: Exterior paint or stain peels or deteriorates.

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

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

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

DEFICIENCY: Painting required as corollary repair because of other work.

CONSTRUCTION STANDARD: Necessary repair of a painted surface under this Warranty is to be refinished to match surrounding areas as close as possible.

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

DEFICIENCY: Mildew or fungus forms on painted or factory finished surfaces.

CONSTRUCTION STANDARD: None.

BUILDER CORRECTION: None.

EXCLUSION: Mildew or fungus that forms on a painted or factory finished surface when the surface is subject to various exposures (i.e. ocean, lake, riverfront, heavily wooded areas or mountains) is not a deficiency.

DEFICIENCY: Deterioration of varnish or lacquer finishes.

CONSTRUCTION STANDARD: Natural finish on interior woodwork which deteriorates during the first year of the Warranty Coverage is a deficiency.

BUILDER CORRECTION: Builder shall refinish affected areas of natural finished interior woodwork, matching the color as close as possible.

EXCLUSION: Varnish-type finishes on exterior will deteriorate rapidly and are not covered by the Warranty.

DEFICIENCY: Interior paint coverage.

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

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

DEFICIENCY: Paint splatters and sears on finish surfaces.

CONSTRUCTION STANDARD: Paint stains on porous surfaces which are excessive, that detract from the finish, and which cannot be removed by normal cleaning methods, are considered deficiencies.

BUILDER CORRECTION: Builder shall remove paint stains without affecting the finish of the material, or replace the damaged surface if stain cannot be removed.

EXCLUSION: Minor paint splatter and smears on impervious surfaces which can be easily removed is considered to be Homeowner maintenance and are not deficiencies.

WALLCOVERING

DEFICIENCY: Peeling of wall covering installed by Builder.

CONSTRUCTION STANDARD: Peeling of wall covering is a deficiency unless it is due to the Homeowner's abuse or negligence.

BUILDER CORRECTION: Builder shall repair or replace defective wall covering.

DEFICIENCY: Mismatching in wall covering pattern.

CONSTRUCTION STANDARD: Mismatching in wall covering pattern.

BUILDER CORRECTION: Builder shall remove mismatched wall covering and replace. Builder is not responsible for discontinued patterns or variations in color.

DEFICIENCY: Lumps and ridges and nail pops in wallboard which appear after the Homeowner has wall covering installed by others.

CONSTRUCTION STANDARD: None.

BUILDER CORRECTION: None.

EXCLUSION: The Homeowner shall insure that the surface to receive wall covering is suitable and assumes full responsibility should lumps, ridges, and nail pops occur at a later date.

CARPETING

DEFICIENCY: Seams in Carpet.

CONSTRUCTION STANDARD: Seams in carpeting that separate due to improper installation are deficiencies.

BUILDER CORRECTION: Builder shall correct to eliminate the separation.

EXCLUSION: Carpeting material is not covered under the Warranty.

DEFICIENCY: Carpeting comes loose or excessive stretching occurs.

CONSTRUCTION STANDARD: Wall to wall carpeting that comes loose is a deficiency.

BUILDER CORRECTION: Builder shall re-secure loose carpeting one time during the first year of Warranty Coverage.

EXCLUSION: Stretching that may occur in carpeting is subject to the quality and surface over which it is laid and is not a deficiency.

SPECIALTIES

FIREPLACES

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

CONSTRUCTION STANDARD: A properly designed and constructed fireplace or chimney shall function correctly. High winds can cause temporary negative or down drafts. Negative drafts can also be caused by obstructions such as tree branches, steep hillsides,

adjoining homes, and interior furnaces. In some cases, it may be necessary to open a window slightly to create an effective draft. Since negative draft conditions could be temporary, it is necessary for the homeowner to substantiate the problems to the Builder by constructing a fire so the condition can be observed.

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

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

DEFICIENCY: Chimney separation from structure to which it is attached.

CONSTRUCTION STANDARD: Newly built fireplaces will often incur slight amounts of separation. Separation which exceeds one-half (1/2) inch from the main structure in any 10 foot vertical measurement is a deficiency.

BUILDER CORRECTION: Builder shall correct. Caulking or grouting is acceptable up to one-half (1/2) inch displacement.

DEFICIENCY: Cracks in masonry hearth or facing.

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

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

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

EQUIPMENT

KITCHEN CABINETS AND VANITIES

DEFICIENCY: Kitchen and vanity cabinet doors and drawers malfunction.

CONSTRUCTION STANDARD: Cabinet doors, drawers and other operating parts that do not function as designed are deficiencies.

BUILDER CORRECTION: Builder shall repair or replace operating parts.

DEFICIENCY: Surface cracks and de-laminations in high pressure laminates of vanity and kitchen cabinet countertops.

CONSTRUCTION STANDARD: Countertops fabricated with high pressure laminate coverings that delaminate or have surface cracks or joints exceeding one-sixteenth (1/16) inch between sheets are considered deficiencies.

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

DEFICIENCY: Warping of kitchen and vanity cabinet doors and drawer fronts.

CONSTRUCTION STANDARD: Warping that exceeds one-fourth (1/4) inch as measured from the face of the cabinet frame to the furthestmost point of warping on the drawer or door front in a closed position is a deficiency.

BUILDER CORRECTION: Builder shall correct or replace door or drawer front as required.

DEFICIENCY: Gaps between cabinets, ceiling and walls.

CONSTRUCTION STANDARD: Countertops, splash boards, base and wall cabinets are to be securely mounted. Gaps in excess of one-fourth (1/4) inch between wall and ceiling surfaces are a deficiency.

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

MECHANICAL

PLUMBING

DEFICIENCY: Plumbing pipes freeze and burst.

CONSTRUCTION STANDARD: Drain, waste and water pipes are to be adequately protected to prevent freezing and bursting during normally anticipated cold weather.

BUILDER CORRECTION: Builder shall correct the condition responsible for broken pipes by freezing, and repair piping damaged.

EXCLUSION: Leaks occurring due to Homeowner's neglect and resultant damage are not Builder's responsibility. The Homeowner is responsible to maintain suitable temperature in Home to prevent pipes from freezing and bursting. Homes which are periodically occupied such as summer Homes, or where there will be no occupancy for an extended period of time must be properly winterized or periodically checked to insure that a reasonable temperature is maintained.

DEFICIENCY: Leakage from any piping.

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

BUILDER CORRECTION: Builder shall make necessary repairs to eliminate leakage.

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

DEFICIENCY: Stopped-up sanitary sewers, fixtures, and sanitary drains are deficiencies.

CONSTRUCTION STANDARD: Sanitary sewers, fixtures, and sanitary drains should operate and drain properly.

BUILDER CORRECTION: Where defective construction is shown to be cause, Builder shall make necessary repairs.

NOTE: *Builder responsibility for defective sewer lines extends to the property lines on which Home is constructed.*

EXCLUSION: Sewers, fixtures and drains which are clogged through the Homeowner's negligence are not covered under the Warranty.

DEFICIENCY: Faucet or valve leak.

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

BUILDER CORRECTION: Builder shall repair or replace the leaking faucet or valve.

EXCLUSION: Leakage caused by worn or defective washers or seals are Homeowner maintenance item.

DEFICIENCY: Defective plumbing fixtures, appliances or trim fittings.

CONSTRUCTION STANDARD: Fixtures, appliances, or fittings are to be judged according to the manufacturer's standards as to use and operation and are covered only during the first year of the Warranty.

BUILDER CORRECTION: Builder shall replace or repair any fixture or fitting which is outside of acceptable standards as defined by the Manufacturer.

WATER SUPPLY

DEFICIENCY: Staining of plumbing fixtures due to high iron content in water.

CONSTRUCTION STANDARD: None.

BUILDER CORRECTION: None. High iron content in the water supply system will cause staining of plumbing fixtures.

EXCLUSION: Maintenance and treatment of the water is the Homeowner's responsibility.

DEFICIENCY: Noisy water pipes.

CONSTRUCTION STANDARD: Some noise can be expected from the water pipe system, due to the flow of water. "Water hammer" in the supply system is a deficiency and is covered only during the first year of the Warranty.

BUILDER CORRECTION: Builder shall correct to eliminate "water hammer".

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

DEFICIENCY: Water supply system fails to deliver water, or pressure is low.

CONSTRUCTION STANDARD: All service connections to municipal water main or private water supply are Builder's responsibility when installed by him.

BUILDER CORRECTION: NOTE: Low water pressure is defined as follows; use of the cold water supply at any one single fixture drastically reduces the cold water supply at any one other single fixture.

EXCLUSION: Builder shall repair as required if failure to supply water is the result of deficiency in workmanship or materials. If conditions exist which disrupt or eliminate the sources of water supply that are beyond his control, the Builder is not responsible.

SEPTIC TANK SYSTEMS

DEFICIENCY: Septic systems fail to operate properly.

CONSTRUCTION STANDARD: Septic system should be capable of properly handling normal flow of household effluent.

BUILDER CORRECTION: Builder shall take corrective action if it is determined that malfunction is due to a defect in workmanship, materials, or failure to construct system in accordance with state, county, or local requirements. Builder is not responsible for malfunctions or limitations in the operation of the system attributable to design restrictions imposed by state, county, or local governing agencies. Builder is also not responsible for malfunctions which occur or are caused by conditions beyond Builder's control, including Homeowner negligence, abuse, freezing, soil saturation, changes in ground water table, or other acts of nature.

EXCLUSION: The Homeowner is responsible for periodic pumping of the septic tank and a normal need for pumping is not a deficiency. The following are considered Homeowner negligence or abuse is an exclusion under the Warranty

- excessive use of water such as overuse of washing machine and dishwasher, including their simultaneous use;
- connection to sump pump, roof drains or backwash from water conditioner, to the system;
- placing of non-biodegradable items in the system;
- addition of harsh chemicals, greases or cleaning agents, and excessive amounts of bleaches or drain cleaners;
- use of a food waste disposer not supplied by Builder;
- placement of impervious surfaces over the disposal area;

- g. allowing vehicles to drive or park over the disposal area;
- h. failure to periodically pump out the septic tank when required

HEATING AND AIR CONDITIONING

DEFICIENCY: Inadequate heat.

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

NOTE: *There may be periods when the outdoor temperature falls below the design temperature, thereby lowering the temperature in Home. Orientation of Home and location of room will also provide a temperature differential, especially when the heating system is controlled by a single thermostat for one or more floor levels.*

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

EXCLUSION: The Homeowner is responsible for balancing dampers and registers and for making other necessary minor adjustments.

DEFICIENCY: Inadequate cooling.

CONSTRUCTION STANDARD: When air conditioning is provided, the cooling system is to be capable of maintaining a temperature of 78 degrees Fahrenheit as measured in the center of each room at height of five feet above the floor, under local outdoor summer design conditions.

NOTE: *There may be periods when the outdoor temperature rises above the design temperature, thereby raising the temperature in Home. Orientation of Home and location of room will also provide a temperature differential, especially when the air-conditioning system is controlled by a single thermostat for one or more levels.*

BUILDER CORRECTION: Correct cooling system to meet the construction standard temperature requirements during the first year of Warranty Coverage.

EXCLUSION: The Homeowner is responsible for balancing dampers and registers and for making other necessary minor adjustments.

DEFICIENCY: Ductwork and heating piping not insulated in uninsulated area.

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

BUILDER CORRECTION: Builder shall install required insulation.

DEFICIENCY: Condensate lines clog up.

CONSTRUCTION STANDARD: Condensate lines will clog under normal conditions.

BUILDER CORRECTION: Builder shall provide clean and unobstructed lines on Warranty Effective Date.

EXCLUSION: The Homeowner is responsible for continued operation of drain lines.

DEFICIENCY: Improper mechanical operation of evaporative cooling system.

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

BUILDER CORRECTION: Builder shall correct and adjust so that blower and water system operate as designed during the first year of the Warranty Coverage.

DEFICIENCY: Ductwork noisy.

CONSTRUCTION STANDARD: Noise in ductwork may occur for a brief period when heating or cooling begins to function and is not considered a deficiency. Continued noise in the ductwork during its normal operation is a deficiency.

BUILDER CORRECTION: Builder shall take necessary steps to eliminate noise in the ductwork.

DEFICIENCY: Refrigerant lines leak.

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

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

DEFICIENCY: Ductwork separates, becomes unattached.

CONSTRUCTION STANDARD: Ductwork that is not intact or securely fastened is a deficiency.

BUILDER CORRECTION: Builder shall reattach and re-secure all separated or unattached ductwork.

ELECTRICAL

SWITCHES AND RECEPTACLES

DEFICIENCY: Fuses blow or circuit breakers kick out.

CONSTRUCTION STANDARD: Fuses and circuit breakers which deactivate under normal usage, when reset or replaced are deficiencies during the first year of the Warranty Coverage.

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

DEFICIENCY: Drafts from electrical outlets.

CONSTRUCTION STANDARD: None.

BUILDER CORRECTION: None.

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

DEFICIENCY: Malfunction of electrical outlets, switches, or fixtures.

CONSTRUCTION STANDARD: All switches, fixtures and outlets which do not operate as intended are considered deficiencies only during the first year of the Warranty Coverage.

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

SERVICE AND DISTRIBUTION

DEFICIENCY: Ground fault interrupter trips frequently.

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

BUILDER CORRECTION: Builder shall replace the device if defective during the first year of the Warranty.

ELECTRICAL CONDUCTORS

DEFICIENCY: Failure of wiring to carry its designed circuit load to switches and receptacles.

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

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

