

IS
LEGACY
SOUTH

NEW HOME LIMITED WARRANTY

BUILDER NEW HOME LIMITED WARRANTY

The recipient of this warranty is the undersigned homeowner. The warrantor is the undersigned Builder. The term of this warranty is for one (1) year. The commencement date of this warranty is the date of property transfer or the date of first occupancy, whichever occurs first. Any work performed pursuant to the terms of this warranty shall not extend the term of the warranty. This warranty is not transferable.

- A list of acceptable performance standards and recommended remedies for deficiencies in this warranty is attached and made a part of this warranty
- Exclusions: Items, which are not covered by this warranty.
- Procedure for complaint review

Name of Builder: _____

Address: _____

Mailing Address: _____

Phone: _____ **Email:** _____

Buyer's Name: _____

Address of Home: _____

Phone: _____ **Email:** _____

Date Warranty to Begin (Closing Date): _____

LIMITED WARRANTY

PURCHASER AGREES THAT THIS BUILDER WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESSED OR IMPLIED, ALL OTHER REPRESENTATIONS MADE BY THE BUILDER AND ALL OTHER OBLIGATIONS OR LIABILITIES WITH RESPECT TO SAID PROPERTY. IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS AND HABITABILITY, ARE SPECIFICALLY EXCLUDED, AND THE BUILDER'S OBLIGATION SHALL NOT EXCEED ITS OBLIGATION SET FORTH IN SAID BUILDER WARRANTY. THIS WARRANTY DOES NOT APPLY TO MANUFACTURED ITEMS SUCH AS APPLIANCES, FIXTURES, EQUIPMENT (EXCEPT AS SPECIFICALLY DEFINED IN THE CONSTRUCTION QUALITY STANDARDS) OR ANY OTHER ITEM WHICH IS COVERED BY MANUFACTURER'S WARRANTY, NOR DOES IT COVER SYSTEMS DEFECTS THAT ARE CAUSED BY FAILURE OF ANY SUCH MANUFACTURER WARRANTED ITEM. THE BUILDER IS THE SOLE WARRANTOR OF THE HOME AND IS SOLELY RESPONSIBLE FOR ITS CONSTRUCTION AND INSPECTION.

Signature of Buyer

Signature of Buyer

Signature of Builder

Signature of Closing Attorney

Date

Closing Attorney: Please email signed original to Builder at mailing address listed.

Congratulations on your new home! We know you are happy about home ownership, and we hope that your new home brings you many years of satisfaction and enjoyment. This booklet is designed to provide information to you and explain the Registered Builder New Home Limited Warranty in its entirety. **PLEASE READ THIS BOOKLET THOROUGHLY** and follow the procedures set forth if a problem arises.

Please understand that a new home is not a manufactured product, but rather the unique result of hand craftsmanship. Homes are made with natural materials, many of which normally have imperfections. This booklet provides standard tolerances for home construction. Proper maintenance of your home will extend its life and reduce the expense of home ownership. From reading the details of this document, you will find that there are numerous specific standards as to defects covered in the first year. These standards generally relate to defects in materials and construction, but defects can arise from lack of maintenance even in the first year, and these defects are not generally covered by this warranty. It is strongly recommended that you familiarize yourself with the fundamentals of home maintenance.

Work closely with your Builder to allow for ample opportunity to make adjustments and repair the defects. As to non-emergency items, please make every attempt to identify any and all defects and submit a single comprehensive list to facilitate, to the extent possible.

The Builder identified on the warranty document that accompanies this is the warrantor. This warranty cannot be transferred.

Notice of Claim to Builder: Builder must be given written notice of a claimed defect within one year from date of closing or first occupancy whichever occurs first. The said notice shall contain: a detailed description of the defect claimed and the section of the Performance Standards where the claimed defect is covered, and ten working days allowed for a response from the builder.

Access to Your Home: In order for your Builder to carry out his/her responsibilities under this agreement, they will require access to your home from time to time.

BY SIGNING THE APPLICATION FOR THIS WARRANTY COVERAGE, YOU HEREBY AGREE: (1) TO GRANT ACCESS TO YOUR BUILDER AND THEIR AGENTS AND CONTRACTORS DURING NORMAL BUSINESS HOURS TO INSPECT, REPAIR, AND CONDUCT TESTS IN YOUR HOME AS IN THEIR JUDGEMENT MAY BE REQUIRED, AND (2) APPOINT YOUR BUILDER AS YOUR ATTORNEY IN FACT FOR THE PURPOSE OF APPLYING OR MOVING FOR AN ORDER TO COMPEL ACCESS TO YOUR HOME DURING NORMAL BUSINESS HOURS IN ORDER FOR THEM OR THEIR AGENTS OR CONTRACTORS TO INSPECT, REPAIR, AND CONDUCT TESTS IN IT. FAILURE TO ALLOW ACCESS TO YOUR HOME WILL VOID THE WARRANTY.

BUILDER NEW HOME LIMITED WARRANTY

The Performance Standards list specific items within each separate area of coverage. The standards are expressed in terms of performance criteria. For easy comprehension, the format is designed as follows:

- **Possible Deficiency** - a brief statement, in simple terms, of problems that may be encountered.
- **Performance Standard** - a performance standard relating to a specific deficiency.
- **Responsibility** - a statement of the corrective action required of the Builder to repair the deficiency or a statement of the Homeowners maintenance responsibilities.

INDEX

Workmanship and Materials Pages (First Year Only)

- I. Site Work - 5
- II. Concrete - 5
- III. Masonry - 7
- IV. Wood and Plastic - 7
- V. Thermal and Moisture - 9
- VI. Doors and Windows - 11
- VII. Finishes - 12
- VIII. Specialties - 16
- IX. Cabinets and Counter Tops - 16
- X. Plumbing - 17
- XI. Heating, Cooling and Ventilation - 19
- XII. Electrical - 20

CONSTRUCTION QUALITY STANDARDS

The following Construction Quality Standards are standards that have been developed and accepted by the residential construction industry in general. **THEY APPLY ONLY TO THE ONE-YEAR WORKMANSHIP.** While it is virtually impossible to develop a construction quality standard for each possible deficiency, the construction industry has attempted to isolate the most common actual physical damage deficiencies that occur and in so doing, list the extent of your Builder's and your responsibility.

You should be aware that all new homes go through a period of settlement and movement. During this period, your home may experience some minor material shrinkage, cracking and other events, which are unavoidable and considered normal. You should also be aware that you are responsible for proper home maintenance. Changes, alterations or additions performed by anyone other than the Builder, his/her employees, or his/her subcontractors are excluded from the warranty. The following Construction Quality Standards are expressed in terms of required standards your Builder's construction should meet. Non-compliance with these construction standards calls for corrective action by your Builder. Refer to other parts of this booklet for specific terms, definitions, exclusions and conditions that apply to the warranty.

WORKMANSHIP AND MATERIALS (FIRST YEAR ONLY)

I. SITE WORK

A. Site Grading

1. Possible Deficiency - The ground has settled around the foundation, over utility trenches, or in other areas.

Performance Standard - Settling of ground around foundation wall, over utility trenches, or in other filled areas shall not interfere with water drainage away from the home.

Responsibility - If the contractor has provided final grading, upon request by the owner, the contractor will fill settled areas affecting proper drainage in excess of six inches deep, one time only during the warranty period. The owner will be responsible for removal and replacement of shrubs and other landscaping affected by placement of such fill.

B. Site Drainage

1. Possible Deficiency - Improper drainage of the site.

Performance Standard - The necessary grades and swales shall have been established by the Builder to insure proper drainage away from the Home. Standing or ponding water shall not remain for extended periods in the immediate area after a rain (generally no more than 24 hours), except in swales which drain other areas, or in areas where sump pumps discharge, a longer period can be anticipated (generally no more than 48 hours). The possibility of standing water after an unusually heavy rainfall should be anticipated. No grading determination shall be made while there is frost or snow on the ground, or while the ground is saturated. Driveways, sidewalks or other finished surfaces maybe part of the swale.

Responsibility - The Builder is responsible only for initially establishing the proper grades and swales. The Homeowner is responsible for maintaining such grades and swales once they have been properly established.

2. Possible Deficiency - The site has soil erosion.

Performance Standard - Contractor is not responsible for soil erosion due to acts of God, or other conditions beyond the contractor's control.

Responsibility - No action required.

II. CONCRETE

A. Cast-in Place Concrete

1. Possible Deficiency - Cracking of slab in attached garage.

Performance Standard - Cracks in garage slabs in excess of 1/4inch in width or 1/4inch in vertical displacement shall be repaired.

Responsibility - Builder will repair cracks exceeding maximum tolerances by surface patching.

2. Possible Deficiency - Uneven concrete floors/slabs.

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

Responsibility - Builder will correct or repair to meet the Performance Standard.

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

Performance Standard - Cracks which rupture the finish flooring material shall be repaired.

Responsibility - Builder will repair cracks.

4. Possible Deficiency - Pitting, scaling or spalling of concrete work covered by this Limited Warranty.

Performance Standard - Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions of weathering and use.

Responsibility - Builder will take whatever corrective action necessary to repair or replace defective concrete surfaces. Builder is not responsible for deterioration caused by salt, chemicals, mechanical implements and other factors beyond its control.

5. Possible Deficiency - Settling, heaving, or separating of stoops, steps or garage floors.

Performance Standard - Stoops, steps or garage floors shall not settle, heave or separate in excess of 1 inch from the house structures.

Responsibility - No measurement will be taken until the ground has had adequate opportunity to thaw. Builder will take whatever corrective action is required to meet the Performance Standard.

6. Possible Deficiency - Standing water on stoops.

Performance Standard - Water should drain from outdoor stoops and steps. The possibility of minor water standing on stoops for a short period after rain can be anticipated.

Responsibility - Builder shall take corrective action to assure drainage of steps and stoops.

7. Possible Deficiency - Basement or foundation wall cracks.

Performance Standard - Shrinkage cracks are not unusual in concrete foundation walls.

Responsibility - Builder will repair cracks that are leaking.

8. Possible Deficiency - Cracking of basement floor.

Performance Standard - Minor cracks in concrete basement floors are normal. Cracks exceeding 1/4 inch in width or 3/16 inch in vertical displacement shall be repaired.

Responsibility - Caulking or patching is acceptable.

9. Possible Deficiency - Flowing or trickling water appears on interior crawl space surfaces.

Performance Standard - Crawl spaces should be graded and drained properly to prevent water from accumulating deeper than 3/4 " and larger than 36" in diameter in the crawl space area.

Responsibility - The contractor will take the necessary corrective measures to create positive flow within the crawl space to discharge to the exterior of the structure.

10. Possible Deficiency - Condensation is evident on the walls, earth, or floor insulation in the crawl space.

Performance Standard - Condensation in the crawl space shall not result from lack of adequate ventilation as required by local code. Condensation resulting from other causes is not the responsibility of the builder.

Responsibility - The builder will ensure that ventilation meets the local code requirements. Further reduction of condensation is an owner maintenance responsibility.

10. Possible Deficiency - Condensation is evident on the walls, earth, or floor insulation in the crawl space.

Performance Standard - Condensation in the crawl space shall not result from lack of adequate ventilation as required by local code. Condensation resulting from other causes is not the responsibility of the builder.

Responsibility - The builder will ensure that ventilation meets the local code requirements. Further reduction of condensation is an owner maintenance responsibility.

11. Possible Deficiency - Wood columns are bowed or out of plumb.

Performance Standard - Wood columns shall not bow in excess of 1 inch in 8 feet or be out of plumb in excess of 1/4 inch in 12 inches when measured from the base to the top of the column, not to exceed 1 1/2 inches in 8 feet.

Responsibility - The contractor shall repair any deficiencies in excess of the performance guidelines.

III. MASONRY

A. Unit Masonry

1. Possible Deficiency - Basement or foundation wall cracks.

Performance Standard - Small cracks not affecting structural stability are not unusual in mortar joints of masonry foundation walls. Cracks greater than 1/4 inch in width shall be repaired.

Responsibility - Builder will repair cracks in excess of 1/4 inch by pointing or patching.

2. Possible Deficiency - Cracks in masonry walls or veneer.

Performance Standard - Small hairline cracks due to shrinkage are common in mortar joints in masonry construction. Cracks greater than 3/8 inch in width are considered excessive.

Responsibility - Builder will repair cracks in excess of Performance Standard by pointing or patching. These repairs shall be made during Limited Warranty period. Builder will not be responsible for color variation between old and new mortar.

3. Possible Deficiency - Mortar stains on exterior brick or stone.

Performance Standard - Exterior brick and stone shall be free from mortar stains detracting from the appearance of the finished wall when viewed from a distance of 20 feet.

Responsibility - The contractor will clean the mortar stains to meet the performance guideline.

IV. WOOD AND PLASTIC

A. Rough Carpentry

1. Possible Deficiency - Floors squeak.

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

Responsibility - None

2. Possible Deficiency - Uneven wood floors.

Performance Standard - Floors shall not have more than 1/4 inch ridge or depression within any 32-inch measurement when measured parallel to the joists. Where the floor joists in a room are perpendicular, a ridge or depression shall not be considered defective unless it is accompanied by a deflection in the flooring of more than 1/4 inch. Allowable floor and ceiling joist deflections are governed by the applicable building code.

Responsibility - Builder will correct or repair to meet Performance Standard.

3. Possible Deficiency - Bowed walls.

Performance Standard - All interior and exterior walls have slight variances on their finished surfaces. Bowing of walls should not detract from or blemish the wall's finished surface. Walls should not bow more than ½ inch out of line within any 32-inch horizontal or vertical measurement.

Responsibility - Builder will repair to meet Performance Standard.

4. Possible Deficiency - Out-of plumb walls.

Performance Standard - Walls should not be more than 3/8 inch out of plumb for any 32-inch vertical measurement.

Responsibility - Builder will repair to meet the Performance Standard.

5. Possible Deficiency - Springiness, bounce, and shaking, or visible sag is observed in floor.

Performance Standard - All beams, joists, rafters, headers, and other structural members shall be sized, and fasteners spaced, according to the National Forest Products Association span tables, or local building codes.

Responsibility - The contractor will reinforce or modify, as necessary, any floor, wall, ceiling, or roof not meeting the performance guideline.

B. Finish Carpentry (Interior)

1. Possible Deficiency - Shrinkage or fit of interior trim.

Performance Standard - Joints in moldings or joints between moldings and adjacent surface shall not result in open joints exceeding 1/8 inch in width.

Responsibility - Builder will repair defective joints, as defined one time only. Caulking is acceptable.

2. Possible Deficiency - Interior trim is split.

Performance Standard - Splits, cracks, and checking are inherent characteristics of all wood products, and they are not a defect.

Responsibility - None

C. Finish Carpentry (Exterior)

1. Possible Deficiency - Shrinkage or fit of interior trim.

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

Responsibility - Builder will repair open joints, as defined. Caulking is acceptable.

2. Possible Deficiency - Exterior door hardware and kick plates have tarnished.

Performance Standard - Finishes on door hardware installed by contractor are covered by manufacturer's warranty.

Responsibility - None. Owner to contact manufacturer.

V. THERMAL AND MOISTURE

A. Insulation

1. Possible Deficiency - Insufficient insulation.

Performance Standard - Insulation shall be installed in accordance with applicable energy and building code requirements.

Responsibility - Builder will install insulation in sufficient amounts to meet Performance Standard.

B. Louvers and Vents

1. Possible Deficiency - Leaks due to snow or rain driven into the attic through louvers or vents.

Performance Standard - Attic vents and/or louvers must be provided for proper ventilation of the attic space of the structure.

Responsibility - None.

C. Roofing and Siding

1. Possible Deficiency - Ice build-up on roof.

Performance Standard - During prolonged cold spells, ice build-up is likely to occur at the eaves of a roof. This condition occurs when snow and ice accumulate and gutters and downspout freeze up.

Responsibility - Prevention of ice build-up on the roof is a Home Owner maintenance item.

2. Possible Deficiency - Roof or flashing leaks.

Performance Standard - Roofs or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice build-up or Home Owner action or negligence.

Responsibility - Builder will repair any verified roof or flashing leaks not caused by ice build-up or Home Owner action or negligence.

3. Possible Deficiency - Standing water on built up roofs.

Performance Standard - A properly pitched built-up roof is to drain water except form in or ponding. Dead flat roofs will retain a certain amount of water. Excessive ponding of water which causes leaking of the built up roof is a deficiency.

Responsibility - Builder will repair all leaks due to or caused by standing water. Standing or ponding water is not considered a deficiency.

4. Possible Deficiency - Delamination of veneer siding or joint separation.

Performance Standard - All siding shall be installed according to the manufacturer and industry's accepted standards. Separations and delaminations shall be repaired or replaced.

Responsibility - Builder will repair or replace siding as needed unless caused by Home Owner's neglect to maintain siding properly. Repaired area may not match in color and/or texture. For surfaces requiring paint, Builder will paint only the new materials. The Home Owner can expect that the newly painted surface may not match original surface in color.

5. Possible Deficiency - Siding is bowed or wavy.

Performance Standard - Some waviness in lap siding is to be expected because of bows in studs. Thermal expansion waves or distortions in aluminum or vinyl lap siding, sometimes called oil canning, are unacceptable if they exceed 1/4 inch in 16 inches.

Responsibility - The contractor will correct any thermal expansion waves or distortions to comply with the performance guideline by reinstalling or replacing siding as necessary.

6. Possible Deficiency - Aluminum or vinyl lap siding trim is loose from house.

Performance Standard - Trim shall not separate more than ¼inch from the house.

Responsibility - The contractor will reinstall trim or caulk separations as necessary to comply with the performance guideline.

7. Possible Deficiency - Aluminum or vinyl lap siding courses are not parallel with eaves or wall openings.

Performance Standard - Any piece of aluminum or vinyl lap siding more than 1 inch off parallel in 20 feet with contiguous courses, or contiguous break such as soffit line, is unacceptable.

Responsibility - The contractor will reinstall siding to comply with the performance guideline and replace any siding damaged during removal with new siding.

8. Possible Deficiency - Aluminum or vinyl lap siding trim accessories are loose from caulking at windows or other wall openings.

Performance Standard - Siding trim accessories shall not separate from caulking at windows or other wall openings during the warranty period.

Responsibility - The contractor will repair or recaulk as necessary to eliminate the separation.

9. Possible Deficiency - Aluminum or vinyl lap siding is not cut tight to moldings.

Performance Standard - Gaps between siding and molding shall not exceed ¼inch.

Responsibility - The contractor will correct to meet the guideline.

10. Possible Deficiency - Siding end gaps are visible.

Performance Standard - End gaps wider than ¼inch are unacceptable.

Responsibility - The contractor will repair end gaps that do not meet the performance guideline.

11. Possible Deficiency - Asphalt shingles do not overhang edges of roof, or hang too far over edges of roof..

Performance Standard - Asphalt shingles shall overhang roof edges by not less than ¼ inch, and not more than 1 inch unless the manufacturer's standards/specifications indicate otherwise.

Responsibility - The contractor will replace shingles not conforming to performance standards.

D. Sheet Metal (if provided for houses equipped with gutters)

1. Possible Deficiency - Gutters and/or downspouts leak.

Performance Standard - Gutters and downspouts shall not leak but gutters may overflow during heavy rain.

Responsibility - Builder will repair leaks. It is a Homeowner responsibility to keep gutters and downspouts free of leaves and debris, which could cause overflow.

2. Possible Deficiency - Water standing in gutters.

Performance Standard - When gutter is unobstructed by debris, the water level shall not exceed one (1) inch in depth. Industry practice is to install gutters approximately level. Consequently, it is entirely possible that small amounts of water will stand in certain sections of gutter immediately after a rain.

Responsibility - Builder will repair leaks. It is a Homeowner responsibility to keep gutters and

downspouts free of leaves and debris, which could cause overflow.

Responsibility - Builder will correct to meet Performance Standard.

E. Sealants

1. Possible Deficiency - Leaks in exterior walls due to inadequate caulking.

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

Responsibility - Builder will repair and/or caulk joints or cracks in exterior wall surfaces as required to correct deficiencies once, during the Limited Warranty period. Even properly installed caulking will shrink and must be maintained during the life of the Home.

F. Waterproofing

1. Possible Deficiency - Leaks in basement.

Performance Standard - Leaks resulting in actual trickling of water shall be repaired. Leaks caused by improper landscaping or failure to maintain proper grades are not covered by this Limited Warranty. Dampness of the walls or floors may occur in new construction and is not considered a deficiency.

Responsibility - Builder will take such action as necessary to correct basement leaks except where the cause is determined to result from Homeowner action or negligence.

VI. DOORS AND WINDOWS

A. Wood, Plastic and Metal Doors

1. Possible Deficiency - Warpage of exterior and attic doors.

Performance Standard - Exterior doors and attic doors will warp to some degree due to temperature differential on inside and outside surfaces. However, they shall not warp to the extent that they become inoperable or cease to be weather resistant or exceed National Woodwork Manufacturers Association Standards (1/4 inch, measured diagonally from corner to corner).

Responsibility - Builder will correct or replace and refinish defective doors, during the Limited Warranty period.

2. Possible Deficiency - Fit of interior passage and closet doors.

Performance Standard - Interior doors (full openings) shall not warp in excess of 1/4" at the bottom and a maximum of 3/8 inch on both sides and at the top, when the door is closed.

Responsibility - Builder will correct or replace and refinish defective doors to match existing doors as nearly as possible, during the Limited Warranty period.

3. Possible Deficiency - Shrinkage of insert panels show raw wood edges.

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

Responsibility - None

4. Possible Deficiency - Split in door panel.

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

Responsibility - Builder will, if light is visible, fill split and match paint or stain as closely as possible, one time in first year of the Limited Warranty period.

B. Glass

1. Possible Deficiency - Broken glass or scratched glass.

Performance Standard - None.

Responsibility - Broken or scratched glass not reported to the Builder prior to the commencement of this warranty is the Homeowner's responsibility.

C. Garage Doors on Attached Garages

1. Possible Deficiency - Garage doors fail to operate properly, under normal use.

Performance Standard - Garage doors shall operate properly.

Responsibility - Builder will correct or adjust garage doors as required, except where the cause is determined to result from Homeowner action or negligence.

2. Possible Deficiency - Garage doors allow entrance of snow or water.

Performance Standard - Garage doors shall be installed as recommended by the manufacturer. Some entrance of the elements can be expected under abnormal conditions.

Responsibility - Builder will adjust or correct garage doors to meet manufacturer's recommendations.

D. Wood, Plastic and Metal Windows

1. Possible Deficiency - Malfunction of windows.

Performance Standard - Windows shall operate with reasonable ease, as designed.

Responsibility - Builder will correct or repair as required.

2. Possible Deficiency - Condensation and/or frost on windows.

Performance Standard - Windows will collect condensation on interior surfaces when extreme temperature differences and high humidity levels are present. Condensation is usually the result of climatic/humidity conditions.

Responsibility - Unless directly attributed to faulty installation, window condensation is a result of conditions beyond the Builder's control. No corrective action required.

E. Weather-stripping and Seals

1. Possible Deficiency - Air or water infiltration around doors and windows.

Performance Standard - Some infiltration is normally noticeable around doors and windows, especially during high winds. Poorly fitted weather-stripping shall be adjusted or replaced. It may be necessary for the Home Owner to have storm doors and windows installed to provide satisfactory solutions in high wind areas.

Responsibility - Builder will adjust or correct poorly fitted doors, windows and poorly fitted weather-stripping to meet standard. Consequential loss or damage is not covered.

VII. FINISHES

A. Gypsum Wallboard

1. Possible Deficiency - Nail pops, blisters, or other blemishes are visible on finished walls or ceilings.

Performance Standard - Any such blemishes that are readily visible from a distance of 6 feet under normal lighting conditions are unacceptable.

Responsibility - Builder will repair nail pops, blisters in tape and cracks exceeding 1/8 inch in width if they are readily visible from a distance of six (6) feet under natural lighting conditions.

These repairs will be made one time only during the warranty period. A perfect match between the original and new paint cannot be expected and is not warranted. The builder is not required to paint an entire wall or room where repairs have been made

B. Ceramic Tile

1. Possible Deficiency - Ceramic tile cracks or becomes loose.

Performance Standard - Ceramic tile shall not crack or become loose.

Responsibility - Builder will replace cracked tiles and re-secure loose tiles unless the defects were caused by the Home Owner action or negligence. Builder will not be responsible for discontinued patterns or color variations in ceramic tile.

2. Possible Deficiency - Cracks appear in grouting of ceramic tile joints or at junctions with other materials such as a bathtub.

Performance Standard - Cracks in grouting of ceramic tile joints are commonly due to normal shrinkage conditions, 1/8 inch is allowed.

Responsibility - Builder will repair grouting if necessary one time only, during the Limited Warranty period. Builder will not be responsible for color variations or discontinued color grout. Regrouting of these cracks is a maintenance responsibility of the Home Owner within the life of the home. Caulking is acceptable.

C. Finished Wood Flooring

1. Possible Deficiency - Cracks developing between floorboards.

Performance Standard - Cracks in excess of 1/8 inch in width shall be corrected.

Responsibility - Builder will repair cracks in excess of 1/8 inch within the Limited Warranty period, by filling or replacing, at Builder's option.

2. Possible Deficiency - Strip hardwood floorboards are cupped.

Performance Standard - Cups in strip hardwood floor boards shall not exceed 1/16 inch in height in a 3-inch maximum span measured perpendicular to the long axis of the board. Cupping caused by exposure to moisture beyond the control of the contractor is not covered.

Responsibility - The contractor will correct or repair to meet the guideline.

3. Possible Deficiency - Splinters or splinters appear in strip flooring.

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

Responsibility - The contractor will repair to meet guideline

4. Possible Deficiency - Hollow sound when flooring is walked on.

Performance Standard - Irregularities in slabs and wood flooring manufacturing may result in hollow sound in scattered locations.

Responsibility - No repair necessary.

D. Resilient Flooring

1. Possible Deficiency - Nail pops appear on the surface of resilient flooring.

Performance Standard - Readily apparent surface nail pops are deficiencies.

Responsibility - Builder will correct surface 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. All tears and gouges must be noted prior to closing on your home.

2. Possible Deficiency - Depressions or ridges appear in the resilient flooring due to sub-floor irregularities.

Performance Standard - Readily apparent depressions or ridges exceeding 1/8 inch shall be repaired. The ridge or depression measurement is taken as the gap created at one end of a six-inch straightedge placed over the depression or ridge with three inches of the straightedge on one side of the defect, held tightly to the floor.

Responsibility - Builder will take corrective action as necessary, to bring the defect within acceptable tolerance so that the affected area is not readily visible. Builder will not be responsible for discontinued patterns or color variations in floor covering.

3. Possible Deficiency - Resilient flooring loses adhesion.

Performance Standard - Resilient flooring shall not lift, bubble or become unglued.

Responsibility - Builder will repair or replace, at Builder's sole option, the affected resilient flooring as required. Builder will not be responsible for discontinued patterns or color variations of floor covering, or for problems caused by Home Owner neglect or abuse.

4. Possible Deficiency - Seams or shrinkage gaps show at resilient flooring joints.

Performance Standard - Gaps in joints in resilient flooring shall not exceed 1/16 inch in width. Where dissimilar materials abut, the gap shall not exceed 1/8 inch.

Responsibility - At the contractor's option, the contractor will repair or replace the resilient flooring as necessary to meet the performance guideline. The contractor will not be responsible for discontinued patterns or color variations when replacing the floor covering.

5. Possible Deficiency - Bubbles appear on roll vinyl flooring.

Performance Standard - Bubbles resulting from trapped air that protrude higher than 1/16 inch from the floor are not acceptable.

Responsibility - The contractor will repair the floor to meet the guideline.

E. Painting

1. Possible Deficiency - Exterior paint peels, deteriorates or fades.

Performance Standard - Exterior paints should not fail during the Limited Warranty period. However, fading is normal and the degree is dependent on climatic conditions.

Responsibility - If paint is defective, Builder will properly prepare and refinish affected areas. Builder shall not be responsible for matching colors and finishes.

2. Possible Deficiency - Painting required as corollary repair because of other work.

Performance Standard - After repairs required under this Limited Warranty shall be finished, Builder shall repaint the affected area. Builder shall not be responsible for matching colors and finishes.

Responsibility - Builder will finish repair areas as indicated.

3. Possible Deficiency - Deterioration of varnish or lacquer finishes.

Performance Standard - Natural finishes on interior woodwork shall not deteriorate during the Limited Warranty period. However, varnish type finishes used on the exterior will deteriorate rapidly and are not covered by the Limited Warranty.

Responsibility - Builder will retouch affected areas of natural finish interior woodwork. Builder shall not be responsible for matching colors and finishes.

4. Possible Deficiency - Mildew or fungus on painted surfaces.

Performance Standard - Mildew or fungus will form on a painted surface if the structure is subject to abnormal exposures (i.e., rainfall, lake or river front).

Responsibility - Mildew or fungus formation is a condition the Builder cannot control and is a Home Owner maintenance item unless it is a result of noncompliance with other sections of the Performance Standard.

5. Possible Deficiency - Interior paint does not “c over”the underlying surface.

Performance Standard - The surface being painted shall not show through new paint when viewed from a distance of 6 feet under natural lighting conditions.

Responsibility - The contractor will recoat as necessary to meet the guideline and match surrounding areas as closely as practical.

F. Painting

1. Possible Deficiency - Peeling of wall covering.

Performance Standard - Peeling of wall covering shall not occur.

Responsibility - Builder will match existing paper to best of ability.

2. Possible Deficiency - Edge mismatching in pattern of wall covering.

Performance Standard - None.

Responsibility - None.

G. Carpet

1. Possible Deficiency - Open carpet seams.

Performance Standard - Carpet seams will show. However, no visible gap is acceptable.

Responsibility - Builder will correct.

2. Possible Deficiency - Carpeting becomes loose or seams separate.

Performance Standard - Wall to wall carpeting, installed as the primary floor covering, when secured properly shall not come up, become loose, or separate from its points of attachment.

Responsibility - Builder will re-secure carpeting one time if original installation was performed by Builder except if caused by normal wear and tear or moving furniture.

3. Possible Deficiency - Spots on carpet, minor fading.

Performance Standard - Exposure to light may cause spots on carpet and/or minor fading.

Responsibility - None.

H. Special Coatings

1. Possible Deficiency - Cracks in exterior cement stucco wall surfaces.

Performance Standard - Cracks are not unusual in exterior stucco wall surfaces. Cracks greater than 1/8-inch width shall be repaired.

Responsibility - Builder will repair cracks exceeding 1/8 inch in width, one time only, during the Limited Warranty period. **Note:** Synthetic Stucco is specifically excluded from this warranty.

VIII. SPECIALTIES

A. Fireplaces

- 1. Possible Deficiency** - Fireplace or chimney does not draw properly.

Performance Standard - A properly designed and constructed fireplace and chimney shall function properly. It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney. Some homes may need to have a window opened slightly to create an effective draft, if they have been insulated and weatherproofed to meet high-energy conservation criteria.

Responsibility - Builder will determine the cause of malfunction and correct, if the problem is one of design or construction of the fireplace.

- 2. Possible Deficiency** - Chimney separation from structure to which it is attached.

Performance Standard - Newly built fireplaces will often incur slight amounts of separation. Separation shall not exceed 1/2 inch from the main structure in any 10-foot vertical measurement.

Responsibility - Builder will determine the cause of separation and correct if standard is not met. Caulking is acceptable.

- 3. Possible Deficiency** - Firebox cracks or paint changed by fire.

Performance Standard - None.

Responsibility - None.

IX. CABINETS AND COUNTER TOPS

A. Tops

- 1. Possible Deficiency** - Surface cracks, joint delaminations and chips in high-pressure laminates on vanity and kitchen cabinet counter tops.

Performance Standard - Counter tops fabricated with high-pressure laminate coverings shall not delaminate.

Responsibility - Builder will replace delaminated coverings to meet specified criteria. Builder will not be responsible for chips, scratches or cracks noted following first occupancy or closing whichever comes first.

- 2. Possible Deficiency** - Counter tops are not level.

Performance Standard - Counter tops shall be no more than 3/8 inch in 10 feet out of level. For remodeling projects where the floor is out of level, the counter top may be installed proportionately out of level.

Responsibility - The contractor will make necessary adjustments to meet the performance guideline.

- 3. Possible Deficiency** - Countertops separate from the wall.

Performance Standard - Countertops shall not separate from the wall by more than 1/4 inch.

Responsibility - The contractor will make necessary adjustments to meet the performance guideline. Caulking is an acceptable method for addressing this deficiency.

B. Cabinets

1. **Possible Deficiency** - Kitchen cabinet doors and drawer fronts warp.

Performance Standard - Warpage not to exceed ¼ inch as measured from face frame to point of furthest warpage with door or drawer front in closed position.

Responsibility - Builder will correct or replace doors or drawer fronts.

2. **Possible Deficiency** - Gaps between cabinets, ceiling or walls.

Performance Standard - Acceptable tolerance ¼ inch in width.

Responsibility - Builder will correct to meet Performance Standard.

3. **Possible Deficiency** - Cabinet doors or drawers bind.

Performance Standard - Cabinet doors and drawers shall open and close with reasonable ease.

Responsibility - The contractor will adjust or replace doors and drawers as necessary to meet the performance guideline. Trash cabinets are not covered under this warranty.

4. **Possible Deficiency** - Cabinet doors will not stay closed.

Performance Standard - The catches or closing mechanisms for cabinet doors shall be adequate to hold the doors in a closed position.

Responsibility - The contractor will adjust or replace the door catches or closing mechanisms as necessary to meet the performance guideline.

X. PLUMBING

A. Water Supply System

1. **Possible Deficiency** - Plumbing pipes freeze and burst.

Performance Standard - No valve or faucet shall leak due to defects in workmanship or materials.

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

2. **Possible Deficiency** - Defective plumbing fixtures, appliances or trim fittings.

Performance Standard - Fixtures, appliances or fittings shall comply with their manufacturer's standards.

Responsibility - Builder will repair or replace any defective fixture or fitting which does not meet acceptable standards, as defined by the manufacturer.

3. **Possible Deficiency** - Noisy water pipes.

Performance Standard - There will be some noise emitting from the water pipe system, due to the flow of water. However, water hammer shall be eliminated if caused by improper installation.

Responsibility - Builder cannot remove all noises due to water flow and pipe expansion. Builder will correct "water hammer" if caused by improper installation. Some noise can be expected due to flow of water and pipe expansion. This is not a defect.

4. **Possible Deficiency** - Cracking or chipping of porcelain or fiberglass surfaces.

Performance Standard - Chips and cracks on surfaces of bathtubs and kitchen sinks can occur when surface is hit with sharp or heavy objects.

Responsibility - Builder will not be responsible for repairs unless damage has been reported to Builder prior to first occupancy or closing.

C. Water Supply System

1. **Possible Deficiency** - Water supply system fails to deliver water.

Performance Standard - All on-site service connections to municipal water main and private water supply shall be the Builder's responsibility. Private systems shall be designed and installed in accordance with all approved building, plumbing and health codes.

Responsibility - Builder will repair if failure is the result of defective workmanship or materials. If conditions beyond Builder's control disrupt or eliminate the sources of the supply, the Builder has no responsibility.

D. Septic Tank System

1. **Possible Deficiency** - Septic system fails to operate properly.

Performance Standard - Septic system shall function adequately during all seasons, under climatic conditions normal or reasonable anticipated (based on local records) for the location of the home. Septic system shall be designed and installed to comply with applicable, Local Health Code Requirements.

Responsibility - Builder will repair, or otherwise correct, a malfunctioning or non operating system, if failure is caused by inadequate design, faulty installation, or other cause relating to actions of the builder or contractors or subcontractors under the builder's control. Builder will not be responsible for system malfunction or damage which is caused by owner negligence, lack of system maintenance, or other causes attributable to actions of the owner or owner's contractors, not under the control of the 14 builder; including, but not necessarily limited to; the addition of fixtures, items of equipment, appliances or other sources of waste or water to the plumbing system served by the septic system; and damage, or changes, to the septic system installation or surrounding soil conditions critical to the system's functioning.

E. Piping

1. **Possible Deficiency** - Leakage from any piping.

Performance Standard - No leaks of any kind shall exist in any soil, waste, vent or water pipe. Condensation on piping does not constitute leakage, and is not covered.

Responsibility - Builder will make repairs to eliminate leakage.

2. **Possible Deficiency** - Stopped up sewers, fixtures and drains.

Performance Standard - Sewers, fixtures and drains shall operate properly.

Responsibility - Homeowner shall consult a 3rd party plumber to assess the cause of the stoppage. If the plumber can provide photo or camera evidence of a defect in the line, Builder shall pay the 3rd party assessment fee and the cost of fixing the damage. Should the results of the test indicate that there is no defect in the line, Homeowner shall pay all costs.

3. **Possible Deficiency** - Refrigerant lines leak.

Performance Standard - Refrigerant lines shall not develop leaks during normal operation.

Responsibility - Builder will repair leaking refrigerant lines and re-charge unit, unless damage was caused by the Home Owner.

XI. HEATING, COOLING, AND VENTILATION

A. Heating

1. Possible Deficiency - Inadequate heating.

Performance Standard - Heating system should be able to maintain a temperature of 70 degrees (measured 5 feet above the center of the floor) under local outdoor ASHRAE specifications. Purchaser is responsible for minor adjustments such as balancing dampers and registers. On extremely cold days a 5 to 6 degree difference between the actual inside temperature and the thermostat setting is acceptable. All rooms will vary in temperature by 3 to 4 degrees. This is acceptable.

Responsibility - Builder will correct to meet the warranty standards.

B. Cooling

1. Possible Deficiency - Inadequate cooling.

Performance Standard - Where applicable the cooling system should be able to maintain a temperature of 78 degrees (measured 5 feet above the center of the floor) under local outdoor ASHRAE specifications. On a day when outside temperature is greater than 95 degrees, a 6 -degree difference is acceptable. Home Owner is responsible for minor adjustments such as balancing dampers and registers. All rooms will vary in temperature by 3 or 4 degrees. This is acceptable.

Responsibility - Builder will correct the system to meet warranty standards.

C. Condensation Lines

1. Possible Deficiency - Condensation lines clog up.

Performance Standard - None.

Responsibility - Condensation lines will clog eventually under normal use. This is a Home Owner maintenance item. Builder shall provide unobstructed condensation lines at time of first occupancy.

D. Air Distribution

1. Possible Deficiency - Noisy ductwork and oil canning.

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

Responsibility - None, noise is not a deficiency.

E. Ductwork

1. Possible Deficiency - Ductwork separates or becomes unattached.

Performance Standard - Ductwork shall remain intact and securely fastened.

Responsibility - Builder will re-attach and secure all separated or unattached ductwork unless caused by actions of homeowner.

XII. ELECTRICAL

A. Electrical Conductors, Fuses and Circuit Breakers

1. Possible Deficiency - Circuit breakers (excluding ground fault interrupters) “kick out.”

Performance Standard - Fuses and circuit breakers shall not activate under normal usage.

Responsibility - Builder will check wiring circuits for conformity with local or electrical code requirements. Builder will correct circuitry not conforming to code specifications.

B. Outlets, Switches and Fixtures

1. Possible Deficiency - Drafts from electrical outlets, switches/fixtures.

Performance Standard - Electrical junction boxes on exterior walls may produce airflow whereby the cold air can be drawn through the outlet into a room. The problem is normal in new home construction.

Responsibility - None.

2. Possible Deficiency - Malfunction of electrical outlets, switches and fixtures.

Performance Standard - All switches, fixtures and outlets shall operate as intended.

Responsibility - Builder will repair or replace defective switches, fixtures and outlets.

C. Service and Distribution

1. Possible Deficiency - Ground fault interrupter trips frequently.

Performance Standard - Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.

Responsibility - Builder shall install ground fault interrupter in accordance with approved electrical code. Tripping is to be expected and is not covered, unless due to a construction defect or high frequency of multiple times per week.

D. Wiring

1. Possible Deficiency - Failure of wiring to carry its designated load.

Performance Standard - Wiring should be capable of carrying the designed load for normal residential use.

Responsibility - Builder will check wiring for conformity with local electrical code requirements. Builder will repair wiring not conforming to code specifications.

EXCLUSIONS FROM NEW HOME WARRANTY ITEMS, WHICH ARE NOT COVERED BY THIS WARRANTY

- A.** Landscaping (including sodding, seeding, shrubs, trees and planting); off-site improvements; or any other improvements not part of the home itself;
- B.** Any damage to the extent it is caused or made worse by:
- 1.** Negligence, improper maintenance or improper operation by anyone other than the Builder, its employees, agents or subcontractors; or
 - 2.** Changes of the grading of the ground by anyone other than the Builder, its employees, agents or subcontractors; or
 - 3.** Changes, alterations or additions made to the home by anyone after the New Home Limited warranty commencement date stated on the Certificate; or
 - 4.** Failure by the Homeowner or by anyone other than the Builder, its employees, agents or subcontractors to comply with the warranty requirements of manufacturers of appliance, fixtures and items of equipment; or
 - 5.** Failure by the Homeowner to give notice to the Builder of any defects within a reasonable time; or
 - 6.** Dampness or condensation due to the failure of the Homeowner to maintain adequate ventilation;
- C.** Normal wear and tear or normal deterioration;
- D.** Loss or damage caused by or resulting from accidents, riots and civil commotion, fire, explosion, smoke, water escape, falling objects, aircrafts, vehicles, Acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water, underground water which were not reasonably foreseeable. Loss or damage caused by rotting of any kind, insect damage, vermin, living organisms, radiation, pollution, or toxic substances of any kind;
- E.** Loss or damage which arises while the home is being used primarily for nonresidential purposes or as a short term rental;
- F.** Any condition which does not result in actual physical damage to the home, including but not limited to: un-inhabitability or health risk due to the presence or consequence of unacceptable levels of radon gas, formaldehyde or other pollutants and contaminants; or the presence of hazardous or toxic on-site materials;
- G.** Loss or damage caused by or resulting from abnormal loading on floors by the Homeowner which exceeds design loads as mandated by codes;
- H.** Exterior concrete such as walks, drives and patios, except for scaling and structural failure causing movements of sections of 3/4-inch more, vertically from one section to the next;
- I.** Loss or damage, which the Homeowner has not taken timely action to minimize;
- J.** Any defect in, caused by, or resulting from materials or work supplied by anyone other than the builder, its employees, agents or sub contractors;
- K.** Loss or damage, not otherwise excluded under this New Home Limited Warranty, which does not constitute a defect in the construction of the home by the Builder, its employees, agents or sub contractors;
- L.** Loss or damage caused by or resulting from soil movement;
- M.** Bodily injury or damage to personal property;
- N.** Costs of shelter, transportation, food, moving, storage or other incidental expenses related to inconvenience or relocation during repairs;

- O.** Consequential damages (except where required by state law);
- P.** Natural wood imperfections;
- Q.** Gloss or semi gloss wall finishes;
- R.** Any condition which is required or in compliance with local buildings codes or ordinances;
- S.** Appliances and Equipment included in the Home are not warranted under this Limited Warranty, but may be covered by separate warranties provided by the manufacturer. These warranties are passed on to you at the time this warranty goes into effect.
- T.** Any request for warranty performance submitted to the Builder after an unreasonable delay or later than thirty (30) days after the expiration of the applicable warranty period.