

Performance Standards For Residential Construction

**3rd Addition April 2007
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Homeowner Limited Warranty

You will need to schedule a final review eleven months after the final walk through. The purpose of this review is to identify at one time any and all conditions which have developed during the early months of occupancy. Issues related to the original construction, if any, should have become apparent by this time. You should keep a list of any such issues, and they will be addressed after the final review in accordance with the "Homeowner Limited Warranty" which will be provided to you upon request if not already incorporated in your contract. Normally, final repairs and adjustments can be completed within thirty (30) business days, weather permitting. Emergency items, those that make living in the home unsafe, or that may result in physical damage to the property, will be addressed immediately upon notification and repaired as quickly as possible. Warranty issues for mechanical items such as plumbing, HVAC, electrical, sprinkling system, appliances, and fixtures need to be directed to the pertinent sub contractor or supplier as they are responsible for their respective warranties.

Such issues will be addressed and you will need to notify the responsible trade contractor. All other warranty issues will be addressed at the final review. Read these pages carefully and review them from time to time.

The next portion of this guide deals with the maintenance of your home so that you may obtain maximum enjoyment from it. From the day you move in, your home will undergo wear and tear like any other product which is subject to use. However, if the instructions in this guide are carefully followed, you should be able to prevent many issues and take care of most of the maintenance with only occasional reliance on professional service personnel over the years you live in your home. In the final pages of this booklet, you will find our "Homeowners Limited Warranty". Please read it thoroughly and make certain you understand it.

Orientation

The purpose of this meeting is to familiarize you with the operation of all equipment, to review owner's maintenance responsibilities and to demonstrate the quality and features of your home. Any items that are not up to industry standards of workmanship will be noted for correction. Please review kitchen cabinets, plumbing fixtures, lighting fixtures, flooring, siding, carpet and other visible items very carefully for scratches, chips or flaws, because these items will not be replaced or repaired after you have occupied the home. It must be assumed that any such damage resulted from your use of the home if not identified during orientation. All agreed upon items for correction will be noted at the orientation, one time only, on the Builders form. Items noted should be attended to within thirty (30) days, unless factors beyond Builders control such as strikes, accidents, delays, backordered items, or any other acts of God prevent Builder from performing.

Final Walk Through

A final walk through will be scheduled approximately 5-7 days after the orientation at which time all correction/punch list items will be reviewed, and completed items will be signed off on. You may not move your family or any of your furniture into the home before the final walk through takes place and the occupancy permit has been issued by the governing municipality. You will receive the keys to your new home at your final walk through or closing, whichever occurs last.

Utility Obligations

You are responsible for activating telephone, water, cable, and electrical service. In some cities, utility companies require advance notice in order to service you in the time frame you require. Also, in some cases, deposits may be required. Builder will remove its name as of the date of the final walk through at which point all utilities will be shut off if you have not yet scheduled to have them put into your name.

Easements & Restrictive Covenants

It is very likely that easements on or adjacent to your lot have been granted to municipalities or utility companies. They typically include right-of-way areas for street, line of site, and sidewalk, as well as electric, telephone, sewer, water and gas utility lines. In some cases drainage easements have been established to control water run-off. The easements are normally included on your plot plan, the community map, and/or the recorded plot plan. This may not always be the case, however, because easements can be created at any time. They are, however, a matter of record and can be found on file in the land records at the local Court House.

Please remember that the use of land within recorded easements is at the discretion of the municipality or utility companies. Therefore, transformers or other utility boxes may be located within these areas without our knowledge. We have paid careful attention to these easements in locating your home on the lot and in the grading of your home site. It's important not to change any grades in your drainage easements or install any structures of a permanent nature in easement areas.

Sometimes restrictive covenants may have been recorded by the community in which your new home will be built. These covenants are designed to protect the value of your property by prohibiting, without approval, certain practices such as keeping of livestock, erecting of fences, etc.

The restrictions vary from community to community. In addition, there are zoning and community regulations that apply to your community. Such regulations govern building setback lines, side yard regulations, square footage regulations, and in some cases may cover the extent and type of alterations you can make to your property. Check with your local governmental authorities if you plan to alter your home or grounds.

Service and Maintenance Guide

I. INTRODUCTION

PLEASE READ THIS CAREFULLY. The following is intended to acquaint you with our responsibilities under this “Limited Homeowner Warranty”. If a defect that results in actual physical damage to the home occurs, the Performance Standards will be used to determine our obligation under this “Limited Homeowner Warranty”. The Performance Standards are taken from the Residential Construction Performance Guidelines manual. The RCPG manual is endorsed by all leading trade organizations and accepted as the established “industry standard” If a specific defect is not addressed in the Performance Standards, one of the following standards will be used to determine our obligation under this “Limited Homeowner Warranty”:

- a. Local, State or Federal building codes
- b. Model codes covering building, mechanical, plumbing and electrical systems (Appendix A);
or
- c. Locally accepted building practices.

Please note that coverage on certain items rely on proper maintenance and timely notification by the Homeowner. Builder reserves the right to review each warranty claim individually based upon the circumstances of the claim. Any time that warranty service is performed during the Warranty Period, such service continues to be covered within the remaining original Warranty Period; however, there is not any extension to any service item beyond the original Warranty Period.

II. HOMEOWNER RESPONSIBILITIES

The home requires an active maintenance effort on the Homeowner’s part to reduce the likelihood of damage due to neglect, improper maintenance, or abnormal use. Some specific Homeowner responsibilities are included under specific topics in the section on Performance Standards. The following list of page and section numbers refer to some of the specific home maintenance items which must be performed by the Homeowner. Other maintenance requirements are explained in this Manual.

Item A. Landscaping

Item 2.1a Drain Lines and Sump Pumps

Item 2.2a Grading and Drainage

Item 7.1a Foundation Water Leaks

Item 7.3a Roofing, Gutters and Downspouts

Item 7.7a Caulking

Item 9.2a Ceramic Tile

Item 12.1a Plumbing

Item 13.0a HVAC

NOTE: Damage caused or made worse by Homeowner negligence, improper maintenance, failure to notify builder of warranty issues in a timely manner, or improper operation is expressly excluded under this Limited Warranty.

A. Landscaping

To properly start your lawn, it is recommend that you purchase a book on lawn and garden care. Your lawn and/or shrubs will need regular and consistent attention.

After final walk through, we cannot be responsible for seeing that this work is done.

Your lawn and/or shrubs will show the effort you have put forth.

If you choose to install a sprinkler system, Builder is not responsible for site conditions, such as rock, which may affect the cost of such system.

SEEDED LAWNS:

If your contract included a lawn package begin to water immediately to establish a moist soil condition, preferably in the morning. In hot weather, disease and fungus will attack wet grass, so you must allow time for the grass to dry off before nightfall.

The amount of water your lawn requires will vary depending on the type of soil you have, temperature, humidity, wind, and amount of rain. On new grass, it is important to keep the lawn mower blade sharp, so that the grass blades are cut, rather than pulled out or torn. Minimum cutting height of 3 inches should be kept in mind. Do not rake newly seeded lawns, if possible bag or collect clippings to encourage new growth. With starter lawns there will be areas that require you to spot seed. Also, stones which surface to the top are normal and should be removed by hand. Your lawn will need to be fertilized and/or limed. Do not fertilize in hot weather, and always water after applying fertilizer. The most important item your new lawn will need is water, water, and more water. The Limited Warranty does not include the replacement of seeding or sod.

SODDED LAWNS:

Sod must be kept moist until the sod is well established (roots have grown into soil). This will usually take 3-4 weeks. After turf begins to grow, reduce watering to 4-5 times a week. Then cut, water, and fertilize as you would an established lawn. Your lawn will need to be fertilized and/or limed. Do not fertilize in hot weather, and always water after applying fertilizer. The Warranty does not include the replacement of seeding, or sod, or shrubbery.

TREES AND SHRUBS:

Water trees and shrubs every other day for the first week then, once a week if temperatures are below 85 degrees, and twice a week if above 85 degrees. It is important to soak the plants, not sprinkle the top of the mulch. Watering should continue through the fall of the first year. Trees need 5 gallons of water per week, more if it is hot. Shrubs and trees will need pruning and fertilizing. Again, it is recommend that you purchase a book on garden and lawn care for more detailed instructions as there are too many variables to be specific. Trees and shrubs are warranted for the season in which they are planted.

B. Homeowner Maintenance Tips

Your new home has been carefully designed and constructed to provide you and your family with a safe, comfortable home. However, in order to maintain your home in top condition, some periodic attention on your part is necessary. In this Manual, it has incorporated maintenance ideas that we hope will be helpful to you.

C. Mold

Mold is a naturally occurring fungus which is spread by microscopic spores. Homes cannot be designed to exclude the possibility of mold spores circulating within the house and the subsequent development of mold. In order to grow, mold requires both a food source (i.e. fabric, carpet, drywall and wood, among others) and moisture. A homeowner can and should minimize moisture within the home in order to reduce or minimize mold growth. There are many possible sources of moisture within a home including, but not limited to, humidity, condensation, leaks, spills and overflows. Some or all of these sources of moisture can be prevented through good maintenance and housekeeping practices. It is important to note that if the source of moisture is not minimized within 24- 48 hours, that can prove to be the basis upon which mold may develop.

In light of the above, a homeowner has a continuing obligation to minimize the potential for mold growth and minimize mold when and if it develops. This can be affected by some or all of the following:

1. Regular vacuuming and cleaning of the house following manufacturer's recommendations for specific products.
2. The use of exhaust fans, the air conditioner and taking other steps to evaporate or facilitate the evaporation of moisture during seasons of high humidity, such as late spring, summer and early fall, to minimize the humidity within the home. If the Home has a humidifier, make sure it is turned off during the seasons mentioned above.
3. Inspection for leaks on a regular basis within the house and, in that regard, looking for wet spots, discoloration, musty odors and any visible signs of mold. Particular care should be given to the inspection of condensation pans in refrigerators and air conditioners. All leaks should be repaired promptly.
4. Any spills, puddles or other sources of moisture should be cleaned up and dried as soon as possible. Under no circumstances should water be allowed to pool or stand in your home. Any materials that cannot be thoroughly dried, including drywall, insulation, padding or carpeting, should be replaced promptly.
5. Use exhaust fans or open windows while cooking or using shower. If, notwithstanding all of these preventive measures, mold should develop, the affected area should be cleaned with proper cleaning solutions. Materials that cannot be cleaned effectively should be discarded. If the mold growth is severe, the services of a professional cleaner should be utilized.

As your builder, we should only be contacted where the source of moisture is a direct result of a building defect or mechanical problem within the applicable warranty period. Such notification must be given within 24 hours in order to minimize the possibility that the source of moisture will lead to mold development. We will not be responsible for any damages caused by mold or by any other agent arising from or connected with the mold for property damage, personal injury, emotional distress, death or adverse health effects.

III. PERFORMANCE STANDARDS

A. ONE YEAR WARRANTY ITEMS

1.0 GENERAL DATA

Coverage: Warranty coverage is for one year from the date of "substantial completion" as defined by when the governing municipality issues a certificate of occupancy.

The Performance Standards list specific items (defects) within each separate area of coverage. The first section covers Workmanship and Materials; the second section covers Systems. The standards are expressed in terms of performance criteria. For easy comprehension, the format is designed as follows:

a. Service & Maintenance Tips

b. Problem Solving

1. **Observation** - brief statement, in simple terms, of problems that may be encountered.
2. **Performance Standard** - a performance standard relating to a specific deficiency.
3. **Corrective Measure and/or Responsibility**- a statement of the corrective action required of the Builder to repair the condition or a statement of the Homeowner's maintenance responsibilities.
4. **Discussion**- (optional) An explanation of unique factors pertinent to the observation, performance guideline, or corrective measure.

2.0 SITE WORK

2.1.1 Naturally Occurring Gases

a. Service & Maintenance Tips

A small percentage of homes in the United States experience elevated levels of radon gas and/or methane gas or other naturally occurring gases. These are naturally occurring gases which rise up and escape from the soil. This phenomenon can occur in any home, regardless of the type of home or who builds it. We claim no expertise in the measurement or reduction of these gases in homes, nor do we provide any advice to homeowners as to acceptable levels or possible health hazards of the gases.

As to radon, homeowners may wish to obtain a test kit that meets the EPA protocol for measuring the level of radon gas in their homes. EPA publishes a list which provides information on EPA-approved suppliers of such test kits. Further information is available through the U.S. Environmental Protection Agency or the applicable state environmental protection office.

BUILDER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE PRESENCE OF NATURALLY OCCURRING GASES, SUCH AS RADON AND/OR METHANE, AT OR IN THE VICINITY OF THE SUBJECT PROPERTY.

2.2 Sub-Surface Drainage Materials

a. Service & Maintenance Tips

Damp-proofing has been applied to the outside of the foundation below grade. If French drains have been installed it is important that you keep the ends of these drain relief pipes clear, so that the water flowing from around the foundation is not blocked. We have established the grade around the outside of the home to carry the water away from your home as per the building code. (See "Landscaping"). Your sump pump (if your home is equipped with one) should be checked periodically, and if there is a float, check to see that it is operating freely. The sump cock should be flushed periodically to keep sediment from building up. For ease of operation, use silicone spray on the float and other moving parts. Power outages will affect the operation of the sump pump. Battery back-ups are available at local retail stores.

2.3 Surface Drainage

a. Service & Maintenance Tips

Proper grading is essential to provide and maintain a dry basement. We have provided proper drainage around your home in general conformance with the approved site plan as determined by local requirements. In some cases, the addition of swales and mounding around the outside of the foundation wall may have been necessary. It is important that the established grades be maintained, and the swales remain clear, so that surface water may flow away from your home. Gutters, downspouts, and splash blocks should be kept unobstructed and maintained to divert water away from the foundation.

b. Standards

2.3.1. Observation

Settling of ground around foundation, utility trenches or other areas

Performance Guideline

Settling of ground around foundation walls, utility trenches or other filled areas should not interfere with water drainage from the home. Settling is however uncontrollable and therefore not the builders responsibility

Responsibility

The owner will be responsible for filling in any settling.

2.3.2 Observation

Improper drainage of the site

Performance Guideline

The necessary grades and swales have been established by us, as per the building code, to insure proper drainage away from the home. Standing or ponding water shall not remain for more than 48 hours in the immediate area after a rain; except in swales which drain other areas. 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.

Responsibility

The Builder is responsible only for initially establishing the proper grades and swales in the areas disturbed by construction. The Homeowner is responsible for maintaining such grades and swales once they have been properly established by us. NOTE: ponding water shall be defined as visible surface water standing in low points in the yard, (not identified as permanent erosion control measures) generally 24 hours after cessation of a hard rain, and more than 48 hours in swales and other drainage areas identified on the site plan, or required by the building official. Certain government restrictions, such as the Chesapeake Bay Act, the Clean Air Act, and local environmental protection guidelines, may prohibit us from entering onto undisturbed areas of the lot therefore the areas must remain in their natural state regardless of proving otherwise positive drainage. Ponding or drainage caused by clearing, grubbing, raking, etc., by the Homeowner or neighboring homeowners is not our responsibility. Builder will not be responsible for damage caused by drainage from adjacent properties as those would be the responsibility of the adjacent property owner.

Discussion: Grass and other landscaping are integral components of the storm water management practice needed to minimize erosion from the site. It is the consumer's responsibility to maintain such grass and other landscaping to help ensure proper functioning of the site drainage system. The consumer is responsible for maintaining such grades and swales once the contractor has properly established them.

2.3.3 Observation: The site has soil erosion.

Performance Guideline: The contractor is not responsible for soil erosion due to acts of God, or other conditions beyond the contractor's control.

Corrective Measure: No action is required. The contractor is not responsible for erosion due to acts of God, exceptional weather conditions, site alterations by the consumer, lack of maintenance by the consumer, or other conditions beyond the contractor's control.

2.3.4 Observation: Water from a nearby or adjacent property flows onto the consumer's lot.

Performance Guideline: The contractor is responsible for providing a reasonable means of draining off the lot water that is created (rain, melting snow or ice) on the lot, but is not responsible for water flowing from a nearby or adjacent property or on which no dwelling has been erected other than providing proper slopes around the newly erected dwelling.

Corrective Measure: It is the contractor's responsibility to control water only in the immediate area of the new dwelling.

2.3.5 Observation: Existing trees, shrubs, or other vegetation may be damaged in the course of construction.

Performance Guideline: The contractor will review the existing condition of the landscape with the consumer. The contractor will make a reasonable and cost-effective effort to preserve existing landscaping, but the survival of existing landscaping cannot be guaranteed.

Corrective Measure: No contractor action is needed.

3 GENERAL

3.1 Foundation

a. Service & Maintenance Tips

The foundation walls are subject to a wide variety of stresses and strains. The base of the wall, being in the ground, maintains a fairly constant temperature; while the top portion extending out of the ground is subject to extreme temperature changes from summer heat to winter cold causing concrete and masonry to expand and contract. The soil on which the foundation rests may settle slightly creating stress and cracks may become visible. Minor cracks normally require no action. If a large crack appears, please inform our office and we will inspect it.

For additional information on foundation care see the sections on grading and damp proofing.

b. Standards

3.1.1 Observance: Basement or foundation wall cracks.

Performance Standard: Shrinkage cracks are not unusual in concrete foundation walls. Such cracks greater than 1/4 inch in width are to be repaired.

Responsibility: Builder will repair cracks in excess of 1/4 inch width by pointing, patching or other methods we determine

Discussion: Shrinkage cracks and other cracks are common and are inherent in the curing process of poured concrete walls.

They should be expected in these walls due to the nature of concrete. The only cracks considered under warranty claims are cracks that permit water penetration or horizontal cracks that cause a bow in the wall.

3.1.2 Observation: Foundation is not square

Performance Guideline: As measured at the top of the foundation wall, the diagonal of a triangle with sides of 12 feet and 16 feet shall be no more than 1 inch more or less than 20 feet.

Remodeling Specific: A contractor and consumer may agree to build an addition out of square in order to keep a new exterior wall on line with an existing wall of an out-of-square house

Corrective Measure: The contractor will make necessary modifications to the foundation not complying with the performance guidelines for squareness to provide a satisfactory appearance. The contractor may square the first floor deck or walls by cantilevering over the foundation or locating the deck or walls inset from the outside face of the foundation.

Discussion: Squareness is primarily an aesthetic consideration. The corrective measure emphasizes the primarily aesthetic nature of squareness and makes the criterion for correction "a satisfactory appearance." This allows the contractor to make either a structural change or some cosmetic modification as most appropriate. There are many instances in which the squareness of a foundation is not of consequence because subsequent construction provides an opportunity to make corrections.

3.1.3 Observation: The foundation is not level.

Performance Guideline: This guideline only applies when the levelness of the foundation adversely impacts subsequent construction. As measured at the top of the foundation wall, no point shall be 1/2 inch higher or lower in any point within twenty feet. *Remodeling Specific: The contractor and owner may agree to build an addition out of level in order to keep the floor of an addition on the same plane as the existing floor and the roof ridge line on the same line, as those of an existing out-of-level structure*

Corrective Measure: The contractor will make necessary modifications to any part of the foundation or to subsequent construction to meet the performance guideline for levelness. This can be affected by leveling the sills with shims, mortar, appropriate fillers, or other methods.

Discussion: There are many instances in which the levelness of a foundation is not of consequence because subsequent construction provides an opportunity to make corrections. Levelness is both an aesthetic and functional consideration. Out-of-level floors can cause "stair stepping" of 4x8-foot sheathing, siding, paneling, and cabinets, and square walls must be "racked" into parallelograms when plumbing is installed. Liquids can run off countertops, and, in extreme cases, consumers will perceive that they are walking uphill or downhill. The contractor and the consumer may agree to build an addition out of level in order to keep the floor of an addition on the same plane, and or the roof ridge on the same line, as those of an existing, out-of-level structure.

3.1.4 Observation: A poured concrete basement wall is bowed.

Performance Guideline: Concrete walls shall not bow in excess of 1 inch in 8 feet when measured from the base to the top of the wall.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline. If the wall is to remain unfinished per contract, and the wall meets building codes as evidenced by passed inspections, then no corrective action is required.

3.1.6 Observation: A cold joint is visible on exposed poured concrete foundation walls.

Performance Guideline: A cold joint is a visible joint that indicates where the pour terminated and continued. Cold joints are normal and should be expected to be visible. Cold joints should not be an actual separation or a crack that exceeds 1/4-inch in width.

Corrective Measure: The contractor will cosmetically repair any cold joint that exceeds 1/4-inch in width.

3.1.7 Observation: There is a crack in a concrete footing.

Performance Guideline: Cracks greater than 1/4-inch in width are considered excessive.

Corrective Measure: The contractor shall repair any cracks in excess of the performance guideline.

3.2 Porches, Steps, and Driveways

a. Service & Maintenance Tips

Most exterior concrete cracking is caused by frost or uneven sub-grade settlement at sewers, drains, and utility line crossings. Minor cracks are a normal expectation and are best left alone. If cracks exceeding established performance standards occur, Builder will inspect them. Salt and other de-icing chemicals used to melt snow and ice cause pitting and discoloration of the concrete. Even if you do not use salt, it can be tracked on to concrete surfaces from the street on feet or tires. In order to protect concrete from surface deterioration, it is recommended that an application of a concrete sealant available at most hardware or masonry supply houses, which will help retard the deterioration of concrete surfaces. Low spots in concrete areas are normal and can be broom swept after rain. For asphalt drives, apply a driveway sealer to help improve the durability and appearance of the driveway. Sealers should be applied every three (3) years. Asphalt driveways may be damaged by gasoline or oil spills or by sharp items, such as outdoor furniture legs, bicycle kickstands, etc. Vehicles parked in one position over a long period of time may cause wheel depressions. Similar damage may also be made by turning the wheels of an automobile while it is standing still during hot weather.

b. Standards

3.2.1 Observation: Pitting, scaling or spalling of concrete work.

Performance Guideline: Concrete surfaces should not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions or weathering and use. However, surface spalling may occur during exceptionally cold conditions due to moisture saturation and freezing.

Responsibility: Contractor will repair or replace defective concrete surfaces. Contractor is not responsible for deterioration caused by salt, chemicals, implements used, and other factors beyond our control, including moisture saturation and freezing due to cold weather. Where a repair is made to the concrete surface, color and finish of the repaired area may not match the adjacent surface.

3.2.2 Observation: Cracking, settling, or heaving of stoops, steps, non-structural patios, driveways, and sidewalk.

Performance Guideline: Stoops, steps, driveways and sidewalks are not to settle or heave permanently in excess of one inch in relation to the house structure. Cracks in steps, walks, and driveways which exceed 1/4 inch in displacement between sections will be repaired. A separation of up to 1/2 inch is permitted where the stoop or steps abut the house or where an expansion joint has been installed.

Responsibility: Contractor will repair or replace concrete (at his option) to meet standard. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected. Grinding the concrete to bring to within the standard is acceptable.

3.2.3 Observation: Surface cracks.

Performance Guideline: Surface cracks in driveways and sidewalks shall be no greater than 1/4 inch in displacement and/or separation.

Responsibility: Contractor will repair or replace concrete (at his option) to meet standard. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

3.2.4 Observation: Standing water on stoops.

Performance Guideline: Water should drain from outdoor stoops and steps. However, it is acceptable for some water to stand as it dissipates.

Responsibility: Contractor will repair or replace concrete (at his option) to assure drainage of steps and stoops. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

3.2.5 Observation: Cracks in structurally attached patios with footing or foundation systems.

Performance Guideline: Cracks in excess of 1/4 inch in width or 1/4 inch in vertical displacement are considered excessive and unacceptable in structurally attached patios.

Responsibility: Contractor will repair as required. Where cracks are caused by settlement or improper installation, contractor will replace that portion which has settled. Matching the color and finish of the adjacent surfaces cannot be expected.

3.2.6 Observation: Stains on concrete caused by curing/sealing agents, lawn fertilizer or other chemicals.

Performance Guideline: These products can stain concrete, but usually fade with exposure to sunlight and weather.

Responsibility: None.

3.3 Basement & Garage Floors

a. Service & Maintenance Tips

Concrete will contract and expand due to changing temperatures. Cracks are normal and are best left alone. Because of the nature of the concrete materials, some minor low spots may occur on your basement floor. Therefore, some sections of the floor may have to be broom swept to remove water during cleaning. Cracks or low spots will not affect the overall strength of the floor. Color variation of concrete is normal. Color will become more uniform with age.

Occasionally, basement floors will collect water as a result of condensation of warm, moist air on the cold basement floor. For an explanation of this condition, see "Condensation". Mildew may also result from this condition. You should be selective about what you store on a basement floor. Items that are susceptible to moisture should not be stored on concrete floors. Also, dehumidifiers can help maintain moisture at the desired level.

3.3.1 Observation: A concrete slab within the structure has separated or moved at control (expansion and contraction) joints.

Performance Guideline: Concrete slabs within the structure are designed to move at control joints.

Corrective Measure: Because this is normal, no corrective action is required.

Discussion: Control joints are placed in concrete for the very purpose of encouraging cracking to take place at the joints instead of in random places.

3.3.2 Observation: Efflorescence is present on the surface of the basement floor.

Performance Guideline: This is a typical condition caused by moisture reacting with the soluble salts in concrete and forming harmless carbonate compounds.

Corrective Measure: Because efflorescence is a typical chemical reaction within concrete, no corrective measures are required of the contractor.

Discussion: Efflorescence is evidenced by the presence of a white film on the surface of the concrete. It is a particularly common occurrence where masonry or concrete are in contact with high moisture levels as may be found in basements.

3.3.3 Observation: The concrete floor or slab is uneven.

Performance Guideline: Except where the floor or portion of the floor has been designed for specific drainage purposes, concrete floors in living areas shall not have pits, depressions, or areas of unevenness exceeding 3/8 inch in 32 inches.

Corrective Measure: The contractor will correct or repair the floor to meet the performance guideline.

Discussion: A repair can be accomplished by leveling the surface with a material designed to repair uneven concrete.

3.3.4 Observation: A concrete floor slab is cracked.

Performance Guideline: Minor cracks in concrete slabs are normal. Cracks exceeding 3/16-inch in width or 3/16-inch in vertical displacement shall be repaired if the slab is in a conditioned space or the crack interferes with the installation of flooring.

3.3.5 Observation: Interior concrete work is pitting or spalling. Pitting is evidenced by concrete that has flaked or peeled from the outer surface. Spalling is evidenced by concrete that has chipped

Corrective Measure: The contractor will repair defective concrete surfaces using materials designed for this purpose.

3.3.6 Observation: The interior slab has a loose, sandy surface. This is called “dusting”.

Performance Guideline: The surface should not be so sandy as to cause a problem for the finish flooring to be applied.

Corrective Measure: The surface shall be corrected so as to be suitable for the finish flooring that the contractor had reason to anticipate would be applied.

3.3.7 Observation: Separation or movement of concrete slabs within the structure.

Performance Guideline: It is expected that concrete slabs within the structure will sustain cracking over time

Responsibility: None

3.3.8 Observation: Cracking of basement floor and house slab.

Performance Guideline: Minor cracks in concrete basement floors are normal. Cracks which exceed 1/4 inch in width or 1/4 inch in vertical displacement shall be repaired.

Responsibility: Contractor will repair cracks exceeding maximum tolerances by surface patching or other methods as we determine.

3.3.9 Observation: Cracking of slab in attached garage.

Performance Guideline: Cracks in garage slabs in excess of 3/16 inch in width or 3/16 inch in vertical displacement shall be repaired.

Responsibility: Contractor will repair cracks exceeding maximum tolerances by surface patching or other methods as determined by us.

3.3.10. Observation: Uneven concrete floors/slabs.

Performance Guideline: 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 1/4 inch in 32 inches.

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

3.3.11. Observation: Cracks in concrete slab-on-grade floors with vinyl “sheet goods” finish flooring.

Performance Guideline: Cracks which rupture the finish flooring material shall be repaired.

Responsibility: Contractor will repair cracks, as necessary, so as not to be readily apparent when the finished flooring material is in place. We will, at our option, repair, reinstall, or replace any finished flooring materials originally provided by us as necessary. We do not guarantee color matches of repaired floors due to die lots, age and normal wear and tear.

3.4 Welled Exits and Areaways

a. Service and Maintenance Tips

Welld exits or area drains must be kept clear of debris and periodically cleared to avoid water migration into the basement. If your home is equipped with a sump pump, the welld exit will be connected to the floor cock. (See additional information regarding sump pumps in Section 2.1a.)

b. Standards

3.4.1. Observation: Welled exit floods.

Performance Standard: Welled exits should not flood if kept clear of debris.

Responsibility: Contractor is not responsible for flooding if the welled exit is not kept clear of debris.

4-MASONRY

a. Service & Maintenance Tips

Refrain from planting ground cover or ivy which could creep up the foundation wall, and as a result, dilute the strength of the mortar. Builder cannot be held responsible for the appearance of cracks resulting from vegetation, efflorescence (i.e., a white film which forms on brick in cold weather and disappears as warm weather returns) or other Homeowner maintenance items.

b. Standards

4.1 Masonry Veneer (Stone or Brick)

4.1.1 Observation: A masonry or veneer wall is cracked or pitted.

Performance Guideline: Cracks and pits (holes) visible from distances in excess of 20 feet or larger than 1/4-inch in width are not acceptable.

Corrective Measure: The contractor will repair cracks in excess of the performance guideline by tuck pointing, patching, or painting. The contractor will not be responsible for color variation between the original and new mortar.

Discussion: Hairline cracks resulting from shrinkage and cracks due to minor settlement are common in masonry or veneer and do not necessarily represent a defect.

4.1.2 Observation: Cut bricks below openings in masonry walls are of different thickness.

Performance Guideline: Cut bricks used in the course directly below an opening shall not vary from one another in thickness by more than 1/4-inch. The smallest dimension of a cut brick should be greater than 1 inch.

Corrective Measure: The contractor will repair the wall to meet the performance guideline.

Discussion: Bricks are cut to achieve required dimensions at openings and ends of walls when it is not possible to match unit mortar coursing.

4.1.3 Observation: A masonry or brick veneer course is not straight.

Performance Guideline: No point along the bottom of any course shall be more than 1/4-inch higher or lower than any other point within 10 feet along the bottom of the same course, or 10-inch in any length. *Remodeling Specific: The consumer and contractor may agree to install brick veneer to match conditions on the existing structure and to disregard the performance guideline for this item*

Corrective Measure: The contractor will rebuild the wall as necessary to meet the performance guideline.

Discussion: Dimensional variations of the courses depend upon the variations in the brick selected.

4.1.4 Observation: Brick veneer is spalling.

Performance Guideline: Spalling of newly manufactured brick should not occur and is considered excessive. Spalling of used brick is acceptable.

Corrective Measure: The contractor will repair or replace newly manufactured bricks that have spalled. An exact match of brick and mortar cannot be assured.

4.1.5 Observation: Mortar stains are observed on exterior brick or stone.

Performance Guideline: 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.

Corrective Measure: The contractor will clean the mortar stains to meet the performance guideline.

4.1.6 Observation: Efflorescence is present on the surface of masonry or mortar.

Performance Guideline: This is a common condition caused by moisture reacting with the soluble salts in the mortar.

Corrective Measure: No corrective actions are required of the contractor.

Discussion: Efflorescence is evidenced by the presence of a white film on the surface of masonry or mortar. It is a particularly common occurrence where masonry or concrete are in contact with high moisture levels as may be found in basements.

4.1.7 Observation: Cracks in masonry walls, veneer, brick steps, or stoops.

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

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

5.0 METALS

5.1 Porch/Areaway Rails

a. Service & Maintenance Tips

Ornamental iron rails, due to their location, are often exposed to severe climate conditions which can cause rusting. Inspection of railings should be made annually (in the Spring) to identify potential rust problems and repair as part of a normal maintenance schedule. Extended periods of rust on these rails, when left untended, often lead to unsightly rust wash/drip down on concrete and masonry surfaces.

b. Standards

5.1.1 Observation: Rust shows through exterior areaway or porch rails.

Performance Standard: No rust should be visible at the final service inspection.

Responsibility: Contractor will spot sand unacceptable rust areas only, seal with red oxide metal primer, and paint to match one time only during the first year warranty period. Rust stains are not covered by this Warranty beyond that stated above and only the spots that have had rust removed will be repainted. It is not reasonable to expect new paint used for the repair to match existing.

5.2 Metal Roofing

5.2.1 Observation: Metal roofing is wavy and uneven known as oil canning

Performance Standard: Metal roofs will show the underlying contours of the roof deck or sheathing. Due to the expansion and contraction of roof framing materials, roof decks and sheathing may be wavy or uneven.

Responsibility: None. It is expected that metal roofing materials may be wavy or uneven.

6 WOOD FRAMING

a. Service & Maintenance Tips

Like other building materials, wood is affected by heat and cold. It may contract or expand with weather changes. It may shrink under extreme dryness or swell under extreme humidity. Your new home has been built with top quality lumber, which has been dried in a kiln to help restrict the wood's movement. However, some shrinkage and swelling is unavoidable. The areas that are primarily affected by lumber movement will be floors, ceilings, moldings, doors, baseboards, resilient floors, hardwood, ceramic tile, and drywall.

6.1 Floor System

6.1.1 Observation: Springiness, bounce, shaking, or visible sag is present in the floor system.

Performance Guideline: All beams, joists, headers, and other structural members shall be sized according to the manufacturers' specifications or local building codes.

Corrective Measure: The contractor will reinforce or modify, as necessary, any member of the floor system not meeting the performance guideline.

Discussion: Deflection may indicate insufficient stiffness in the lumber, or may reflect an aesthetic consideration independent of the strength and safety requirements of the lumber. Structural members are required to meet standards for both stiffness and strength.

When a consumer's preference is made known before construction, the contractor and the consumer may agree upon a higher standard.

6.2 Beams, Columns, and Posts

6.2.1 Observation: An exposed wood column or post is split.

Performance Guideline: Sawn wood columns or posts shall meet the grading standard for the species used.

Corrective Measure: The contractor will repair or replace any beam, columns or post that does not meet the guideline. Filling splits is acceptable to have structural members meet the guideline.

Discussion: Columns, beams, and posts often split as they dry after installation. Splitting is acceptable and is not a structural concern if columns, beams or posts have been sized according to manufacturers' specifications or local building codes.

6.2.2 Observation: An exposed wood column is bowed or is out of plumb.

Performance Guideline: Exposed wood columns shall not bow or be out of plumb more than 3/4-inch in 8 feet.

Corrective Measure: Exposed wood columns out of plumb in excess of 3/4-inch in 8 feet when measured vertically shall be replaced or repaired.

Discussion: Wood columns may become distorted as part of the drying process. Bows and other imperfections that develop after installation cannot be prevented or controlled by the contractor.

6.2.3 Observation: An exposed concrete column is installed bowed or out of plumb.

Performance Guideline: Exposed concrete columns shall not be installed with a bow in excess of 1 inch in 8 feet. They should not be installed out of plumb in excess of 1 inch in 8 feet.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline.

6.2.4 Observation: A masonry column is out of plumb.

Performance Guideline: Masonry columns should not be constructed out of plumb in excess of 1 inch in 8 feet.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline.

6.2.5 Observation: A steel column is out of plumb.

Performance Guideline: Steel columns shall not be out of plumb in excess of 3/8-inch in 8 feet when measured vertically.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline.

6.3 Plywood & Joists

6.3.1 Observation: The wood floor squeaks or the sub-floor appears loose.

Performance Guideline: Squeaks caused by a loose sub-floor are unacceptable, but totally squeak-proof floors cannot be guaranteed.

Corrective Measure: The contractor will re-fasten any loose sub-floor or take other corrective action to attempt to reduce squeaking to the extent possible within reasonable repair capability without removing floor or ceiling finishes.

Discussion: There are many possible causes of floor squeaks. One of the more common sources of squeaks is wood moving along the shank of a nail. Squeaking frequently occurs when lumber, plywood, or boards move slightly when someone walks over them. Boards and plywood may become loose due to shrinkage of the floor structure or sub-floor as it dries after installation or seasonal changes in temperature and humidity. Nails used to fasten metal connectors (joist hangers, tie-down straps, etc.) may cause squeaks. Because of the nature of wood and construction methods, it is practically impossible to eliminate all squeaks during all seasons. Clearly, some squeaks are more objectionable than others.

6.3.2 Observation: A wood sub-floor is uneven.

Performance Guideline: Sub-floors shall not have more than a 1/4-inch ridge or depression within any 32-inch measurement.

Measurements should not be made at imperfections that are characteristic of the code-approved material used. This guideline does not cover transition points between different materials.

Corrective Measure: The contractor will correct or repair the sub-floor to meet the performance guideline. The technical term for larger voids is "honeycomb" and must be dealt with in accordance with this guideline. One method of repair is to fill the hole or void with a suitable product. The repaired area is unlikely to match the color or texture of the surrounding concrete. Prevent water from accumulating deeper than 3/4-inch and greater than 9 square feet in the crawl space area.

6.3.3 Observation: A wood floor is out of square.

Performance Guideline: The diagonal of a triangle with sides of 12 feet and 16 feet along the edges of the floor shall be no more than 1/2-inch more or less than 20 feet. Remodeling specific: The consumer and the contractor may agree to build a wood floor out of square in order to match or otherwise compensate for an-existing conditions.

Corrective Measure: The contractor will make the necessary modifications to any floor not complying with the performance guideline for squareness. The modification will produce a satisfactory appearance and may be either structural or cosmetic.

Discussion: Squareness is primarily an aesthetic consideration. Regularly repeated geometric patterns in floor and ceiling coverings show a gradually increasing or decreasing pattern along an out-of-square wall. The guideline tolerance of plus or minus 1/2-inch in the diagonal allows a maximum increasing or decreasing portion of about 3/8-inch in a 12-foot wall of a 12x16-foot room. However, a contractor and consumer may agree to build an addition out of square in order to keep a new exterior wall in line with an existing wall of an out-of-square house.

The corrective measure permits the contractor to make the modification in the most practical manner as long as "a satisfactory appearance" results.

6.3.4 Observation: A wood floor is out of level.

Performance Guideline: The floor should not slope more than 1 inch in 20 feet. Crowns and other lumber characteristics that meet the standards of the applicable grading organization for the grade and species used are not defects. Deflections due to overloading by the consumer are not the contractor's responsibility. *Remodeling Specific: The contractor and the consumer may agree to build an addition out of level in order to keep the floor of an addition on the same plane, and the roof ridge on the same line, as the ridge of an existing, out-of-level structure, or to compensate for some other pre-existing condition*

Corrective Measure: The contractor will make a reasonable and cost-effective effort to modify the floor that does not comply with the performance guideline.

Discussion: Sloped floors have both an aesthetic and functional consideration. Measurements for slope should be made across the room, not in a small area.

6.3.5 Observation: Deflection is observed in a floor system constructed of wood I-joists, floor trusses, or similar products.

Performance Guideline: All wood I-joists and other manufactured structural components in the floor system shall be sized and installed as provided in the manufacturers' instructions and code requirements.

Corrective Measure: The contractor will reinforce or modify as necessary any floor component not meeting the performance guideline.

Discussion: Deflection may indicate an aesthetic consideration independent of the strength and safety requirements of the product. When a consumer's preference is made known before construction, a higher standard may be agreed upon in writing by the contractor and the consumer.

6.3.6 Observation: Remodeling Specific: *Wood flooring is not level at the transition of an existing floor to a room addition floor*

Performance Guideline: Flooring at a transition area shall not slope more than 1/8-inch over 6 inches unless a threshold is added.

Overall step-down, unless previously agreed upon with the consumer, shall not exceed 1 1/8 inches. Variations caused by seasonal or temperature changes are not a defect.

Corrective Measure: The flooring transition shall be corrected to meet the performance guideline.

Discussion: All wood members shrink and expand seasonally, with variations in temperature and humidity, and with aging. After installation, 2x dimensional lumber can shrink up to 1R-inch. If the flooring, sub-floor or underlayment was not purposely overlapped onto the existing floor, the resulting irregularity is not a defect, but a natural result and characteristic of the wood's aging process. The drier the house becomes, the more shrinkage may be experienced. Either the old or the new floors may slope along the floor joist span. Joists in older homes may have deflected under load. This and other conditions may cause a hump at the juncture of the old to new. If old and new flooring joists meet perpendicularly to each other, the first new floor joist running parallel to the old outside wall can fall that 1R-inch out to the first parallel joist (14 1/2 inches into the new floor).

6.3.7 Observation: Remodeling Specific: *The floor pitches to one side in the door opening between the existing*

Performance Guideline: If the pitch is the result of the existing dwelling not being level, then in most situations a threshold may be the most appropriate and acceptable means of addressing the condition.

Corrective Measure: The contractor will make a reasonable and cost effective effort to meet the performance guidelines.

6.4 Wall Framing

6.4.1 Observation: A framed wall is not plumb.

Performance Guideline: The interior face of wood-framed walls shall not be more than 3-1/8 inch out of plumb for any 32 inches in any vertical measurement. *Remodeling Specific: The consumer and contractor may agree to intentionally build walls out of plumb to match the existing structure to accommodate or- compensate for inaccuracies in the existing structure, and to disregard the performance guideline to match a pre-existing structural condition of the existing structure*

Corrective Measure: The contractor will repair the wall to meet the performance guideline.

6.4.2 Observation: The wall is bowed.

Performance Guideline: Walls shall not bow more than 1/2-inch out of line within any 32-inch horizontal measurement, or 1/2-inch out of line within any 8-foot vertical measurement.

Remodeling Specific: If new wall cladding is installed on existing framed walls, the consumer and contractor may agree to straighten the wall as part of scope of work, to install new cladding over existing framing, and to disregard the performance guideline to match a pre-existing structural condition of the existing structure.

Corrective Measure: The contractor will repair the wall to meet the performance guideline.

Discussion: All interior and exterior walls have slight variances in their finished surface. On occasion, the underlying framing may warp, twist, or bow after installation.

6.5 Roof Structure

6.5.1 Observation: The roof ridge beam has deflected.

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

Remodeling Specific: If this is not in the scope of work, the guideline will be disregarded.

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

6.5.2 Observation: A rafter or ceiling joist bows (up or down).

Performance Guideline: Bows greater than 1 inch in 8 feet are excessive. *Remodeling Specific: If this is not in the scope of work, the guideline will be disregarded*

Corrective Measure: The contractor shall repair affected rafters or joists that bow in excess of the performance guideline.

6.6 Roof Sheathing

6.6.1 Observation: Roof sheathing is wavy or appears bowed.

Performance Guideline: Roof sheathing shall not bow more than 1/2-inch in 2 feet. *Remodeling Specific: If new sheathing is installed over existing rafters; the sheathing will follow the bows of the existing rafters. The consumer and contractor should agree on whether or not the rafters are to be straightened. If they are not to be straightened, the performance guideline for this item will be disregarded*

Corrective Measure: The contractor will straighten bowed roof sheathing as necessary to meet the performance guideline.

Discussion: In rare instances, the contractor might have to install blocking between the framing members to straighten the sheathing.

7 THERMAL & MOISTURE PROTECTION

7.1 Damp Proofing

a. Service & Maintenance Tips

Your basement is protected against leakage (leakage is defined as: actual trickling of water through the walls and onto the basement floor or seeping through the floor) for a period of one year. Leaks caused by changes in the landscaping installed by the Homeowner, or failure of the Homeowner to maintain proper grades are not covered by this Warranty. We suggest that you avoid planting shrubbery too close to the foundation. Soil in shrub beds should be packed and banked so that the water will drain away from your home.

b. Standards

7.1.1 Observation: Leaks in basement or in foundation/crawl space

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. Ground water is a naturally occurring phenomenon which may fluctuate during certain seasons and weather conditions. In crawl space construction, we will install a positive drain through the foundation or into a sump crock to help evacuate the collection of the water within the crawl space. We will also install a polyethylene vapor barrier over the ground to help prevent the development of excessive humidity in the crawl space.

Responsibility: We will take such action as necessary to correct basement and crawl space leaks, except where the cause is determined to be the result of action or Homeowner negligence. Conditions contributing to water penetration will be repaired. It is the Homeowner's responsibility to maintain the systems installed in the home to minimize water infiltration. The Homeowner should periodically inspect the positive drain in the crawl space for obstructions, such as debris. The Homeowner should do the same for the drain overflow and/or the sump pump. The Homeowner should also inspect the vapor barrier in the crawl space to insure it is not damaged.

7.1.2 Observation: An exterior wall leaks because of improper caulking installation or failure of the caulking material.

Performance Guideline: Joints and cracks in exterior wall surfaces and around openings shall be caulked to prevent the entry of water.

Corrective Measure: One time only, the contractor will repair or caulk joints and cracks in exterior wall surfaces as required to correct deficiencies.

Discussion: Even when properly installed, caulking eventually will shrink and crack. Maintenance of caulking is the consumer's responsibility.

7.2 Insulation

a. Service & Maintenance Tips

Your home has been provided with an insulation package designed to meet or exceed applicable building codes. Special attention has been paid to the type and size of insulation available within the construction envelope, quality of installation and perimeter seal.

b. Standards

7.2.1 Observation: Insufficient insulation

Performance Standard: Insulation shall be installed in accordance with applicable energy and building code requirements, and will be inspected by the governing municipality to insure proper installation, type, and R-Value.

Responsibility: We will install insulation in sufficient amounts to meet the building code

7.3 Roofs, Gutters and Downspouts

a. Service & Maintenance Tips

If the roofing material on your new home is composition shingles, they will be a “seal down” shingle. These shingles have mastic applied to the underside of the shingle, and once the sun hits the roof, the mastic seals the upper shingle to the one beneath it. Special care should be taken to avoid damaging your roof when installing television or radio antennas or satellite dishes. A careless job can cause serious leaks. Excessive traffic (walking) on the roof can cause damage. If shingles become loose, consult us or a reputable roofing contractor to affect the repair.

Also, roof trusses are not designed for storage and therefore, attic areas are not to be used for storage purposes. Special care should be taken when metal standing seam roofs have been installed. A professional roofing contractor should be consulted for maintenance issues.

NOTE: All roofing and flashing should be checked twice a year in order to maintain a good watertight condition. Homeowners should take care when checking flashing and vents for cracked sealant, wind damage, and protruding nails. Shingles should be checked for loose or damaged sections. It is especially important to maintain sealant where flashing meets the brick.

b. Standards

Corrective Measure: If shingles were not installed properly, they will be repaired or replaced in the affected area.

Performance Guideline: The contractor shall ensure that shingles are installed in accordance with the manufacturer's instructions.

Corrective Measure: The contractor shall evaluate and replace shingles that slide off the roof.

Discussion: Correctly installed shingles are covered by the manufacturer's warranty.

Observation: Shingles are not horizontally aligned.

7.3.1 Observation: 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, high winds, any other extreme weather conditions or Homeowner action or negligence.

Responsibility: We will repair any verified roof or flashing leaks not caused by ice build-up, high winds, extreme weather conditions or Homeowner action or negligence, as these are normally covered by your homeowners insurance.

7.3.2 Observation: Standing water on roof

Performance Standard: A properly pitched roof is to drain water except for minor pooling. Flat roofs will retain a certain amount of water. Excessive pooling of water which causes roofing material to leak is a deficiency.

Responsibility: We will take corrective action to assure proper drainage of roof and repair all leaks due to or caused by standing water.

7.3.3 Observation: Ice build-up on roof and in gutters

Performance Standard: During prolonged severe winter weather conditions, ice and snow build-up is likely to occur at the eaves of a roof. This condition occurs when snow and ice accumulate and gutters and downspouts freeze.

Responsibility: It is important to check the gutters in the spring and fall, since the most serious damage to your home will result in the winter if gutters and downspouts are obstructed. It is the Homeowner's responsibility to keep gutters and downspouts clear of tree limbs, leaves, balls and other obstructions which can stop the downspout from functioning properly. In the winter, ice build-up at gutters can pull gutters loose from the home. Ice build-up can also cause water to back up under the shingles and leak into the home. The installation of gutter guards may aggravate ice damming problems. Also, we will not remove ice damming from the roof.

You may want to discuss coverage for these kinds of possible damage with your insurance agent when selecting a homeowner's insurance policy.

7.3.4 Observation: Water standing in gutters

Performance Standard: When gutter is unobstructed by debris, the standing water level shall not exceed 1 1/2 inches 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.

7.3.5 Observation: The gutter or downspout leaks.

Performance Guideline: Gutters and downspouts shall not leak.

Corrective Measure: The contractor will repair leaks in gutters and downspouts. Sealants are acceptable.

7.3.6 Observation: The gutter overflows during a heavy rain.

Performance Guideline: Gutters may overflow during a heavy rain.

Corrective Measure: The contractor shall repair the gutter if it overflows during normal rains.

Discussion: The consumer is responsible for keeping gutters and downspouts free from debris that could cause overflow.

7.3.7 Observation: Water remains in the gutter after a rain.

Performance Guideline: The water level shall not exceed 1/2-inch in depth if the gutter is unobstructed by ice, snow, or debris.

Corrective Measure: The contractor will repair the gutter to meet the performance guideline. The consumer is responsible for maintaining gutters and downspouts and keeping them unobstructed.

Discussion: Contractors usually install residential gutters with minimal slope in order to maintain an attractive appearance. Installing gutters with 1/32-inch drop in 1 foot generally will prevent water from standing in the gutters. Even so, small amounts of water may remain in some sections of the gutter for a time after a rain. In areas with heavy rainfall and or ice build-up, a steeper pitch or additional downspouts may be desirable.

Responsibility: Contractor will correct to meet the Performance Standard.

7.3.8 Observation: Leaks due to snow or rain driven into the attic through louvers or vents

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

Responsibility: None

7.3.9 Observation: Shingles have blown off.

Performance Guideline: Shingles shall not blow off in winds less than the manufacturer's warranty statement or applicable building codes.

Corrective Measure: The contractor will remove shingles that do not meet the performance guideline, and will repair or replace them with new shingles that are properly aligned.

Discussion: The bottom edge of dimensional shingles may be irregular; the irregularity is an inherent part of the design.

7.3.10 Observation: New shingles do not match existing shingles.

Performance Guideline: Because of weathering and manufacturing variations, the color of new shingles will not exactly match the color of existing shingles.

Corrective Measure: The contractor is not responsible for precisely matching the color of existing shingles.

7.3.11 Observation: Asphalt shingle edges or corners are curled or cupped.

Performance Guideline: Asphalt shingle edges and corners shall not curl or cup more than 1/2-inch.

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

7.3.12 Observation: Asphalt shingles do not overhang the edges of the roof, or hang too far over the edges of the roof.

Performance Guideline: Asphalt shingles shall overhang roof edges by not less than 1/4-inch, and not more than 3/4-inch unless the manufacturer's instructions indicate otherwise.

Corrective Measure: The contractor will reposition or replace shingles as necessary to meet the performance guideline.

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

Performance Guideline: Shading or shadowing is a defect only if it results from failure to use shingles of the type specified in the contract.

Corrective Measure: The contractor will replace shingles not conforming to the contractual requirements.

7.3.14 Observation: Asphalt shingles have developed surface buckling.

Performance Guideline: Asphalt shingle surfaces need not be perfectly flat. Buckling higher than 1/4-inch is considered excessive.

Corrective Measure: The contractor will repair or replace the affected shingles to meet the performance guideline.

7.3.15 Observation: Sheathing nails have loosened from framing and raised asphalt shingles.

Performance Guideline: Nails shall not loosen from roof sheathing to raise asphalt shingles from surface.

Corrective Measure: The contractor shall repair all areas as necessary to meet the performance guideline.

Discussion: 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).

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

Performance Guideline: Nail heads shall be sealed.

Corrective Measure: The contractor shall repair areas to meet the performance guideline.

7.3.17 Observation: Holes from construction activities are found in asphalt shingles.

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

Corrective Measure: The contractor will repair or replace the affected shingles to meet the performance guideline.

Corrective Measure: The contractor will repair open joints that do not meet the performance guideline. Caulking is acceptable.

7.3.18 Observation: *Remodeling Specific: Existing roof shingles are telegraphing through new asphalt shingles*

Performance Guideline: *Remodeling Specific: Some telegraphing is common when re-roofing over existing roofing*

Corrective Measure: Because this is a common occurrence, no corrective action is required.

7.3.19 Roll Roofing

Observation: Water is trapped under roll roofing.

Performance Guideline: Water shall not become trapped under roll roofing.

Corrective Measure: If water becomes trapped under roll roofing during the warranty period, the contractor will repair or replace the roofing as necessary to meet the performance guideline.

7.3.20 Observation: Roofing is blistered but does not leak.

Performance Guideline: Surface blistering of roll roofing is caused by unusual conditions of heat and humidity acting on the asphalt and is a common occurrence.

Corrective Measure: Because this is a common occurrence, no action is required.

7.3.21 Observation: Water is standing on a flat roof.

Performance Guideline: Water shall drain from a flat roof except for minor ponding within 24 hours of a rainfall. Minor ponding shall not exceed 3/8-inch in depth.

Corrective Measure: The contractor will take corrective action to ensure proper drainage of the roof.

7.4 Roof Vents

7.4.1 Observation: An attic vent or louver leaks.

Performance Guideline: 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.

Corrective Measure: The contractor shall repair or replace the roof vents as necessary to meet the performance guideline.

7.5 Caulking

a. Service & Maintenance Tips

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

b. Standards

7.5.1 Observation: Leaks in exterior walls due to caulking

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

Responsibility: We will repair and/or caulk joints or cracks in exterior wall surfaces as required to correct deficiencies or improperly caulked openings, once during the first year of the Warranty Period. Properly installed caulking will shrink and must be maintained by the Homeowner during the life of the home. Shrinkage cracks are considered normal and are to be maintained by the Homeowner.

8 EXTERIOR DOORS & WINDOWS

A. Condensation & Humidity

b. Standard

Performance Guideline: Exterior doors shall operate smoothly, except that doors may stick during occasional periods of high humidity or with variations in temperature.

Corrective Measure: The contractor will adjust or replace the door to meet the performance guideline.

Discussion: Exterior doors may warp or bind to some degree because of the difference in the temperature and/or humidity between inside and outside surfaces. The contractor is not responsible for warpage if painting of doors is not within the contractor's scope of work.

8.1.1 Observation: An exterior door will not shut completely.

Performance Guideline: Exterior doors shall shut completely.

Corrective Measure: The contractor will adjust or replace the door to meet the performance guideline.

Discussion: Exterior doors may warp or bind to some degree because of the difference in the temperature and/or humidity between inside and outside surfaces. The contractor is not responsible for warpage if painting of doors is not within the contractor's scope of work.

8.1.2 Observation: The plastic molding on the primary door behind the storm door melts from exposure to sunlight.

Performance Guideline: The plastic moldings behind storm doors should not melt if the storm panel is removed and reinstalled by the consumer as a part of normal seasonal maintenance operations (i.e., removed in the spring and reinstalled in the fall).

Corrective Measure: No corrective action is required.

Discussion: Plastic moldings may melt or deform if the exterior door is covered by a storm door panel during a warm season, or if it faces the sun. This is not a defect of the door, but a problem caused by the trapping of heat between the storm panel and the door.

The consumer is also cautioned to follow the manufacturer's recommendations on painting the moldings with a dark color, with or without the use of a storm panel. Dark colors should be avoided.

8.1.3 Observation: Caulking or glazing on the primary door behind the storm door cracks or peels.

Performance Guideline: Glazing or caulking behind storm doors should not crack or peel if the storm panel is removed and installed by consumer as part of seasonal maintenance operations (i.e., removed in the spring and reinstalled in the fall).

Corrective Measure: No corrective measure is required.

Discussion: High temperatures may cause glazing and caulking to harden and/or fail prematurely if the door is covered by a storm panel during a warm season or if it faces the sun. This is not a defect of the door, caulking, or glazing, but a problem caused by the trapping of heat between the door and the storm panel. The consumer is reminded that dark colors tend to accumulate heat and are more likely to cause problems.

8.1.4 Observation: A door swings open or closed by the force of gravity.

Performance Guideline: Exterior doors shall not swing open or closed by the force of gravity alone. *Remodeling Specific: For remodeling projects, this guideline does not apply where a new door is installed in an existing wall that is out of plumb.*

Corrective Measure: The contractor will adjust the door to prevent it from swinging open or closed by the force of gravity.

8.1.5 Observation: Gaps are visible around an exterior door edge, doorjamb, and/or threshold.

Performance Guideline: Gaps between adjacent components shall not vary by more than 3/16-inch. *Remodeling Specific: This applies unless the existing building is out of square or plumb*

Corrective Measure: The contractor will repair existing unit to meet performance guideline.

Discussion: Doors must have gaps at their perimeter to accommodate expansion/contraction due to variations in temperature and/or humidity and to enable the door to operate over a wide range of environmental conditions.

8.1.6 Observation: Exterior door hardware or kick-plate has tarnished.

Performance Guideline: Finishes on door hardware or kick-plates installed by the contractor are covered by the manufacturer's warranty.

Corrective Measure: The consumer should contact the manufacturer.

8.1.7 Observation: A sliding patio door or screen will not stay on track.

Performance Guideline: Sliding patio doors and screens shall slide properly on their tracks at the time of substantial completion of the project. The cleaning and maintenance necessary to preserve proper operation are consumer responsibilities.

Corrective Measure: The contractor shall repair the door or screen one time only.

8.1.8 Observation: Raw wood shows at the edges of an inset panel inserted into a wood exterior door during the manufacturing process.

Performance Guideline: This is a common occurrence in wood doors with panels.

Corrective Measure: Since this occurrence is common, no correction is required.

Discussion: Wood products expand and contract with changes in temperature and humidity. Wooden inserts are often loosely fitted into the rails to allow the inserts to move; this minimizes splitting of the panel or other damage to the door. The consumer is responsible for controlling temperature and humidity in the home to minimize these occurrences.

8.1.9 Observation: A wooden door panel is split.

Performance Guideline: A split in a panel shall not allow light to be visible through the door.

Corrective Measure: One time only, the contractor will repair, paint, or stain the split panel that does not meet the performance guideline. Caulking and fillers are acceptable. The repainted area may not match the remainder of the door or other doors on the house.

Discussion: Wooden inserts are loosely fitted into the door to allow the inserts to move; this minimizes splitting of the panel or other damage to the door.

On occasion, a panel may become "locked" by paint or expansion of the edges with changes in temperature and humidity and no longer "float" between the rails. This may result in the panel splitting.

8.1.10 Observation: An exterior door sticks.

Discussion: Proper operation should be verified by the consumer and the contractor at the time of substantial completion of the project.

8.1.11 Observation: A sliding patio door does not roll smoothly

Performance Guideline: Sliding patio doors shall roll smoothly at the time of substantial completion of the project. The cleaning and maintenance necessary to preserve proper operation are consumer responsibilities.

Corrective Measure: The contractor shall repair the door one time only

Discussion: Proper operation should be verified by the consumer and the contractor at the time of substantial completion of the project.

8.1.12 Observation: A doorknob, deadbolt, or lockset does not operate smoothly

Performance Guideline: A doorknob, deadbolt, or lockset should not stick or bind during operation.

8.2 Windows

a. Service and Maintenance Tips

Relative humidity is the percentage of water vapor in the air compared to the maximum amount of water vapor that could possibly be present in the air at a given temperature. As temperature increases, the capacity of air to hold moisture increases. For example, there is considerably more actual moisture in 70 degrees air with 40% relative humidity than there is in 0 degrees air with 40% relative humidity. In older homes, it is possible for great volumes of colder air, with lower quantities of moisture, to leak into the structure. In the winter, if moisture was not added to these older homes often, the air feels dry. With your new home, we have attempted to prevent any significant quantity of outdoor air from entering, and therefore, the relative humidity should remain in a comfortable range. On the other hand, although the proper humidity level will make your home comfortable, the creation of excess moisture can create problems. The "tightness" of the home restricts outdoor air from entering and lowering the relative humidity. Because of the restriction of outside air flow, moisture introduced into the home has less chance to escape and may create a high humidity condition in the home. As moisture levels increase, condensation could form on windows, glass doors, basement walls, or pipes in the basement. It is recommended that windows be locked when not in use and that the Homeowner keep the window weep holes clean and open. Damage caused by clogged weep holes will be the responsibility of the homeowner. The windows should be maintained by keeping the sill and side tracks clean, and spraying any side tracks with silicone spray. Vinyl liners and jambs should not be painted.

Window Screens

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

b. Standards

8.2.1 Observation: Mirror or glass surfaces are scratched.

Performance Guideline: Glass or mirror surfaces shall not have scratches visible from 10 feet under normal lighting conditions at the time of substantial completion of the project. *Remodeling Specific:* This guideline does not apply to existing windows unless they are part of the remodeling contract or are damaged by the contractor. The consumer and contractor should examine existing windows prior to contract execution.

Corrective Measure: The contractor shall replace any scratched glass or mirror surface if noted prior to substantial completion of the project.

8.2.2 Observation: During rains, water is observed on the interior corner of a glazed window unit.

Performance Guideline: Water leakage from improper installation is considered excessive. Leakage due to the manufacturer's design specifications is acceptable.

Corrective Measure: The contractor shall repair any deficiencies attributable to improper installation.

Discussion: Leakage at the glazing interface is covered under the manufacturer's warranty.

8.2.3 Observation: Window grids fall or become out of level.

Performance Guideline: Window grids shall not disconnect, fall, or become out of level.

Corrective Measure: Window grids will be repaired or replaced at the contractor's discretion one time only.

Corrective Measure: The contractor will replace or repair the mirror.

8.2.4 Observation: Malfunction of windows.

Performance Standard: Windows should operate with reasonable ease, as designed.

Responsibility: We will correct or repair as required.

8.3 Glass

8.3.1 Observation: A mirror backing is deteriorating.

Performance Guideline: While looking at the mirror, there should be no noticeable imperfections in the mirror as a result of damage to the mirror backing at the time of substantial completion of the project.

8.3.2 Possible Condition: Broken Glass

Performance Standard: None

Responsibility: Broken glass not reported to us prior to closing is the Homeowner's responsibility

8.3.3 Observation: 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 created by the Homeowner.

Responsibility: No corrective action required.

The Homeowner can usually correct condensation by properly venting the clothes dryer to the outside, using an outside air source, such as an open window when cooking, and operating the exhaust fans when showering or bathing.

8.3.4 Observation: Condensation between glass panes

Performance Standard: Should not occur within manufacturer's warranty

Responsibility: The Manufacturer will replace the glass. The homeowner must contact the window manufacturer to obtain the replacement glass as allowed within the manufacturer's product warranty.

8.3.5 Observation: A window is difficult to open or close.

Performance Guideline: Windows should require no greater operating force than that described in the manufacturer's instructions. *Remodeling Specific: The contractor is not responsible for inoperable windows not covered by the remodeling contract*

Corrective Measure: The contractor will correct or repair the window as required to meet the performance guideline.

8.3.6 Observation: Window glass is broken and/or a screen is missing or damaged.

Performance Guideline: Glass should not be broken and screens should not be damaged at the time of installation or that develop after occupancy.

8.3.7 Observation: An exterior door is warped.

Performance Guideline: Exterior doors shall not warp to the extent that they become inoperable or cease to be weather-resistant. A ¼ inch tolerance as measured diagonally from corner to corner is acceptable.

Corrective Measure: The contractor will correct or replace exterior doors that do not meet the performance guideline.

Discussion: Most exterior doors will warp to some degree due to the difference in the temperature and humidity between inside and outside surfaces; 1/4-inch across the plane of the door measured diagonally from corner to corner is an acceptable tolerance. Warping may also be caused by improper or incomplete finishing of the door including sides, top, and bottom. The contractor is not responsible for warpage if painting of doors is not within the contractor's scope of work.

Corrective Measure: One time only, the contractor will adjust, repair, or replace knobs that are not damaged by abuse.

8.4 Garage Doors

a. Service and Maintenance Tips

The moving parts of garage doors should be oiled and the torsion spring greased about once every three months. The screws that tighten the hardware to the door should be tightened about once a year, or as necessary. Garage door handles should be regularly inspected by the Homeowner as to possible jagged or sharp edges so that cuts and other injuries can be avoided. Garage door openers added after closing may affect the operation of the garage door and may void the Warranty.

b. Standard

8.4.1 Observation: Garage doors fail to operate properly under normal use.

Performance Standard: Garage doors shall operate properly.

Responsibility: We will correct or adjust garage doors as required during the first year of the

8.4.2 Observation: 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 normal conditions.

Responsibility: We will adjust or correct garage doors to meet manufacturer's recommendations.

9 INTERIOR FINISHES

9.1 Drywall (Walls & Ceilings)

a. Service & Maintenance Tips

Drywall is used to cover your interior walls. Drywall can take the normal hard wear of family life, but if damage occurs it can easily be repaired with spackling compound and fine sandpaper.

b. Standard

9.1.1. Observation: Cracks in interior wall and ceiling surfaces

Performance Standard: Hairline cracks are to be expected in interior wall and ceiling surfaces. Cracks greater than 1/8 inch in width are to be repaired.

Responsibility: Contractor will repair cracks exceeding 1/8 inch in width one time only during the first year of the Warranty Period.

9.1.2 Possible Condition: Defects seen in natural light which appear during the first year of the Warranty Period such as nail pops, blisters in tape, or other blemishes. It is the Homeowner's responsibility to sand and paint the repaired areas.

Performance Standard: Slight “imperfections” such as nail pops, seam lines and cracks are common: in gypsum wallboard installations.

Responsibility: One time only during the first year of the Warranty Period, upon request. It is your responsibility to initiate the one-year drywall check.

9.1.3 Observation: A nail pop, blister, or other blemish is visible on a finished wall or ceiling.

Performance Guideline: Any such blemishes that are readily visible from a distance of 6 feet, while standing on the floor, under normal lighting conditions are considered excessive.

Corrective Measure: One time only, the contractor will repair such blemishes. The contractor will touch up paint on repaired areas if the contractor was responsible for the original interior painting. A perfect match between original and new paint cannot be expected, and the contractor is not required to paint an entire wall or room. The contractor is not required to repair defects that are covered by wallpaper and therefore, are not visible.

Discussion: When drywall has been placed on lumber surfaces which are subject to shrinkage and warpage and which are not perfectly level and plumb, problems may often occur through stress and strain placed on drywall during the stabilization of the lumber, which is inherent in the construction of the home. Due to the initial stabilization problem that exists with the new home, it is impossible to correct each defect as it occurs, and it is essentially useless to do so. The entire house will tend to stabilize itself.

9.1.4 Observation: Cracked corner bead, excess joint compound, trowel marks, or blisters in tape joints are observed on the drywall surface.

Performance Guideline: Defects resulting in cracked corner bead, trowel marks, excess joint compound or blisters in tape are considered excessive.

Corrective Measure: The contractor shall repair the affected area of the wall to meet the performance guideline one time within the warranty period.

9.1.5 Observation: Joints protrude from the surface.

Performance Guideline: Any joints that are visible from a distance of 6 feet under normal lighting conditions, head on are considered excessive.

Corrective Measure: One time only, the contractor will repair affected areas.

Discussion: Joints often occur in long walls, stairwells, and areas of two-story homes where framing members have shrunk and caused the drywall to protrude.

9.1.6 Observation: The texture of gypsum wallboard does not match.

Performance Guideline: Any variations that are readily visible from a distance of 6 feet under normal lighting conditions are considered excessive.

Corrective Measure: The contractor will repair the affected area to meet the guideline.

9.1.7 Observation: Angular gypsum wallboard joints are uneven.

Performance Guideline: This is a natural condition that occurs with randomly applied materials.

9.2 Lath and Plaster

9.2.1 Observation: Cracks are visible on a finished wall or ceiling.

Performance Guideline: Cracks shall not exceed 1/16-inch in width.

Corrective Measure: One time only, the contractor will repair cracks exceeding 1/16-inch in width. The contractor will touch up paint on repaired areas if the contractor was responsible for the original interior painting. A perfect match between original and new paint cannot be expected and the contractor is not required to paint an entire wall or room.

Note: Remodeling Specific: It is expected that when tying drywall or lathe and plaster into an existing wall, the joints & texture of the new area will often times not match the existing.

9.3 Finished Wood Flooring

a. Service and Maintenance Tips

Because of the natural characteristics of wood products, some squeaks in the flooring can be expected.

If hardwood is used as a flooring material in your home, some minor separations between the boards may occur due to shrinkage of the material which is a common occurrence and will vary with temperature and humidity levels. Some color fading or irregularities may occur due to exposure to sunlight. It is widely accepted within the industry that vertical displacement between the boards be no greater than 1/16". The hardwood finished surface can be scratched. Care must be taken to protect the surface, especially in high traffic areas. Chair and table legs and high heel shoes will cause damage to the surface. The Homeowner should take precautions to protect flooring and follow recommended cleaning procedures.

b. Standard

9.3.1 Observation: Cracks developing between floor boards

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

Responsibility: We will repair cracks in excess of 1/8 inch within the first year of the Warranty Period, by filling or replacing, at our option. We are not responsible for discontinued flooring or different graining or color variations in the wood. We will match the existing floor as closely as possible. Also, face nailing on wood floors is commonly used along walls and for repairs.

9.4 Resilient Floors

a. Service and Maintenance Tips

We have chosen these floors for their design, availability, and resistance to wear.

Some items that you should be aware of are:

1. Raised nail heads are caused by movement of the floor joist because of shrinkage and deflection. We have attempted to minimize this problem by using special nails or screws and by gluing the plywood to minimize the number of fasteners required.
2. Seam separation or lifting is normally caused by water seeping between the joints during floor cleaning. Floors should be damp mopped, but not flooded with water, during cleaning.
3. Resilient flooring often separates near heat registers or at the outside walls of a room. The heat from the registers softens the glue (mastic) and causes the flooring to move when stepped on or when a chair is pushed against the tile area.

Expansion and contraction of underlayment (where used) or sub-flooring may also cause separation. We have sanded the underlayment joints and filled them to minimize the possible problem of ridges showing through your floor. Minor ridging may occur due to shrinkage of the underlayment. A maintenance booklet supplied with the Homeowner's package provides directions for proper floor care.

b. Standard

9.4.1 Observation: Nail pops appear on the surface of resilient flooring.

Performance Standard: Readily apparent nail pops shall be repaired.

Responsibility: Contractor will correct nail pops which have broken the surface. We will repair resilient floor covering in the affected area with similar material. We will not be responsible for discontinued patterns or color variations in the floor covering. Replacement of the floor will only be done in our sole discretion.

9.4.2 Observation: 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 at 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: Contractor will take corrective action as necessary to bring the defect within acceptable tolerance so that the affected area is not readily visible. We will not be responsible for discontinued patterns or color variations in floor covering. Replacement of the floor will only be done in our sole discretion.

9.4.3 Observation: Resilient flooring loses adhesion.

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

Responsibility: Contractor will repair the affected resilient flooring as required. We will not be responsible for discontinued patterns or color variation of floor covering.

Replacement of the floor will only be done in our sole discretion.

9.4.4 Possible Condition: Seams or shrinkage gaps show at resilient flooring joints.

Performance Standard: Gaps shall not exceed 1/16 inch in width at resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch is permissible.

Responsibility: Contractor will repair the affected resilient flooring as required. Tears, cuts, or scrapes in the finished surface are not our responsibility unless such defects are identified prior to the owner taking occupancy of the home. Contractor will not be responsible for discontinued patterns or color variation of floor covering. Replacement of the floor will only be done in our sole discretion.

9.4.5 Observation: Nail pops are observed on the surface of resilient flooring.

Performance Guideline: Readily visible nail pops on resilient flooring are considered excessive.

Corrective Measure: The contractor will repair the nail pops that are readily visible.

Discussion: The contractor will repair or replace, at the contractor's option, the resilient floor covering in the affected areas with similar materials. The contractor is not responsible for discontinued patterns or color variations when replacing the floor covering.

9.4.6 Observation: Depressions or ridges are observed in resilient flooring because of sub-floor irregularities.

Performance Guideline: Readily apparent depressions or ridges exceeding 1/8-inch shall be repaired. The ridge or depression measurement is taken at the end of a 6-inch straightedge centered over the depression or ridge with 3 inches of the straightedge held tightly to the floor on one side of the affected area. Measure under the straight edge to determine the depth of the depression or height of the ridge.

Corrective Measure: The contractor will take corrective action as necessary to bring the affected area within the acceptable tolerance so that the depression or ridge is not readily visible and is not more than 1/8-inch. The contractor will not be responsible for discontinued patterns or color variations when replacing the floor covering.

9.4.7 Observation: Resilient flooring has lost adhesion.

Performance Guideline: Resilient flooring shall not lift, bubble, or detach.

Corrective Measure: At the contractor's option, the contractor will repair or replace the affected resilient flooring as necessary. The contractor is not responsible for discontinued patterns or color variations when replacing the floor covering.

Performance Guideline: Solid surface or laminate countertops shall be free of bubbles, burns, or stains at the time of substantial completion of the project.

Corrective Measure: The contractor will repair or replace the countertop to meet the performance guideline.

Discussion: Solid surface and laminate products may be subject to damage by hot surfaces placed on or near the product. The consumer is responsible for maintaining the countertop and protecting it from damage.

9.5 Paint, Stain, & Varnish

a. Service and Maintenance Tips

Maintenance of all exterior materials on the home (wood, siding, trim, synboard, etc.) should be done by the Homeowner as a routine program. Paints or stains extend the life of the painted components on the exterior of the Home. Your local paint or hardware store can assist you in the selection of the proper paint for your home. Mildew or fungus will form on almost any surface if the structure is subject to high humidity and/or high moisture conditions. The formation of mildew or fungus is a condition we cannot control and is your maintenance responsibility.

9.5.1 Observation: Imperfections are visible on painted surfaces.

Performance Standard: Imperfections shall not be visible from a distance of 6' away from the wall in normal light, standing head on. Imperfections that are visible within 6', at an angle or under light other than what is provided by natural light or the lighting in the room shall be considered of no consequence.

Responsibility: Builder will repair imperfections visible at a distance of 6'. Builder will refinish affected areas only, matching color as close as possible. Flashing may occur and stipple may not match.

Note: Visible brush strokes on trim are normal and to be expected. Builder may at his option brush or roll touch up areas and is not required to repaint entire walls should flashing occur.

Remodel Specific: When tying into existing walls, it is expected that the stipple on the new painted areas will not match that of the existing area. Plaster or drywall compound used at the transition of the new to existing area may also affect the texture of the stipple and therefore not match. Such issues are normal and to be expected.

9.5.2 Observation: Painting required as a corollary repair because of work other than drywall nail pops, seams and corners.

Performance Standard: Necessary repair of a painted surface required under this Warranty is to be refinished to match surrounding areas as closely as possible.

Responsibility: Contractor will finish repair areas as indicated. Only the repaired area will be repainted which may not include an entire wall. There will be no guarantee on color match.

9.5.3 Observation: Deterioration of varnish or lacquer finish

Performance Standard: Natural finishes on interior woodwork should not deteriorate during the first year of ownership.

Responsibility: Contractor will refinish affected areas of natural finish interior woodwork, matching the color as closely as possible.

9.5.4 Observation: Mildew or fungus on painted surfaces.

Performance Standard: Mildew or fungus will form on a painted surface if the surface is subject to: excessive exposures to a food source (i.e., fabric, carpet, drywall, wood and insulation, among others) and to moisture.

Responsibility: Mildew or fungus formation is a condition the Builder cannot control and is a Homeowner maintenance item.

9.5.5 Observation: Painting, staining, or refinishing is required because of repair work.

Performance Guideline: Repairs required under these performance guidelines shall be finished to match the immediate surrounding areas as closely as practical.

Corrective Measure: The contractor will finish repaired areas as indicated.

Discussion: Touch-up painting, staining, or refinishing may not match the surrounding area.

9.5.6 Observation: Exterior paint or stain has peeled, flaked, or physically deteriorated.

Performance Guideline: Exterior paints and stains shall not fail during the paint manufacturer's warranty period.

Corrective Measure: If exterior paint or stain has peeled, developed an alligator pattern, or blistered, the contractor will properly prepare and refinish affected areas and match the color as closely as practical. Where deterioration of the finish affects more than 50 percent of the piece of trim or wall area, the contractor will refinish the entire wall.

9.5.7 Observation: Paint or stain has faded.

Performance Guideline: Fading of paints and stains is common. The degree of fading depends on environmental conditions.

Corrective Measure: Because fading is a common occurrence in paint and stains, no corrective action is required.

9.5.8 Observation: Varnish or lacquer finishes have deteriorated.

Performance Guideline: Clear finishes used on exterior surfaces may deteriorate rapidly. This is beyond the contractor's control.

Corrective Measure: Heat and sunlight can cause rapid deterioration of clear finishes.

Maintenance is the consumer's responsibility. No corrective action is required of the contractor.

9.5.9 Observation: There is paint or stain overspray on surfaces not intended for paint or stain.

Performance Guideline: Paint or stain overspray on surfaces not intended for paint or stain that is visible at a distance of 6 feet under normal natural lighting conditions is not acceptable.

Corrective Measure: The contractor shall clean affected surfaces without damaging the surface.

9.5.10 Observation: Cabinet stain is uneven. Cabinet paint is not uniform or is mismatched.

Performance Guideline: Uneven stain color on wood cabinets is considered acceptable and is a result of the natural wood grain. Painted cabinets should appear uniform under normal lighting conditions at a distance of 6 feet.

Corrective Measure: The contractor will stain or paint the area as required to meet the performance guideline.

9.6 Carpeting

a. Service and Maintenance Tips

Carpet maintenance should be tailored to the specific fiber used in the carpet. Generally, carpet care includes vacuuming and prompt attention to spills.

Seams and color variations (shading) may be evident depending on the style of carpeting and the pile fiber you have chosen. Some color fading may occur due to constant exposure to direct sunlight. Closing the drapes during certain times of the day will help prevent such fading. We will not be responsible for stains, color variation or damage due to Homeowner neglect including, but not limited to, pet stains. The Homeowner should clean these areas immediately after soiling, as required.

9.6.1 Observation: Carpet does not meet at the seams.

Performance Guideline: It is not unusual for carpet seams to show. However, a visible gap at the seams is considered excessive.

Corrective Measure: If the carpet was installed by the contractor, the contractor will eliminate visible gaps at carpet seams.

9.6.2 Observation: Carpeting stretches or loosens.

Performance Guideline: When stretched and secured properly, wall-to-wall carpeting installed as the primary floor covering shall not come up, loosen, or separate from the points of attachment.

Corrective Measure: If the carpeting was installed by the contractor, the contractor will re-stretch or re-secure the carpeting as necessary to meet the guideline.

9.6.3 Observation: Carpeting is faded or discolored.

Performance Guideline: Fading or discoloration of carpet is a manufacturer's responsibility.

Corrective Measure: No action is required of the contractor.

Discussion: Fading or discoloration may result from the consumer spilling liquids on the carpet, exposure to sunlight, or the consumer's failure to properly maintain the carpet.

9.6.4 Observation: Dead spots are observed in padding areas below the carpet surface.

Performance Guideline: Carpeted areas shall have full coverage of padding consistently throughout the flooring area.

Corrective Measure: The contractor will re-pad, or re-place padding in the affected areas to meet the performance guidelines

b. Standard

9.6.5 Observation: Open carpet seams.

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

Responsibility: We will correct visible gaps only.

9.6.6 Observation: Carpeting becomes loose, seams separate or stretching occurs.

Performance Standard: Wall to wall carpeting, installed by us as the primary floor covering, when stretched and secured properly should not come up, become loose, or separate from its point of attachment.

Responsibility: We will re-stretch or re-secure carpeting as needed one time only during the one year Warranty Period.

9.6.7 Observation: Spots on carpet, minor fading.

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

Responsibility: None.

9.7 Hardware & Appliance Finishes

a. Service and Maintenance Tips

Certain types of interior and/or exterior hardware are painted or coated to take on an appearance of brass or other colors. These types of finishes are commonly used for electrical fixtures, plumbing fixtures, door knobs, kick-plates, etc. and have a tendency to fade, rub off, discolor, or tarnish. Brass finishes should be wiped down with a damp sponge and care taken to avoid abrasive cleaners.

IMPORTANT NOTE REGARDING BRASS, BRONZE AND OTHER ANTIQUE FINISH PRODUCTS: The manufacturer applies a protective coating to the plated surface of, brass, bronze, and other antique finish products. In time the protective lacquer may deteriorate either from exposure to weather, extremes of climate, frequency of use or other factors.

Care should be taken when cleaning these surfaces to use a nonabrasive type cleaner (soap and water) and coat with a nonabrasive polish. Tarnishing or excessive wear of these finishes is, therefore, not a defect, but a normal process which is unavoidable. Under these circumstances, these finishes cannot be guaranteed and, therefore, products will not be repaired or replaced under this Warranty. The manufacturer's warranty may exceed this Warranty.

b. Standard

9.7.1 Observation: Brass finish tarnishes during the first year.

Performance Standard: Brass finishes tarnish over time due to exposure to climatic conditions, human perspiration and frequency of use.

Responsibility: None.

9.7.2 Observation: Finishes on hardware, electrical fixtures, plumbing fixtures and appliances (Collectively "Hardware") have minor imperfections, scratches, or color variations.

Performance Standard: All brand new hardware shall be free from visible defect from a distance of 6 feet under normal light. Minor imperfections, scratches, and color variations are inherent and unavoidable.

Responsibility: Meet the performance guideline.

Discussion: Generally, unless an imperfection, scratch, or color variation affects the overall appearance of the item, industry standard provides that the imperfection, scratch, or color variation is considered to be within industry standard.

9.8 Tile, Brick, Marble, and Stone (Wall & Floor)

a. Service & Maintenance Tips

Tile Tub, and Shower

A separation between the tub and the wall tile and/or cracking of joints between ceramic tile and tub and shower stall corners may occur because of moisture and normal settlement in these areas. The weight of water and a bather also contribute to such separation in a tub. This is a normal homeowner's maintenance function, and you can remedy these situations by simply removing the old grouting and filling the crack with new grouting compound available at hardware stores. This situation may develop periodically depending on living habits and maintenance. Grout should be inspected every three months. Normally, a damp cloth will keep the tub/shower surface clean. Heavy accumulations of film can be removed with a detergent or tile cleaner. In all cases, use a nonabrasive cleaner. An automotive pump spray wax may be used to bring out the luster in these products.

9.8.1 Observation: Tile, brick, marble, or stone flooring is broken or loosened.

Performance Guideline: Tile, brick, marble, and stone flooring shall not be broken or loose.

Corrective Measure: The contractor will replace broken tiles, bricks, marble, and stone flooring, and re-secure loose tiles, bricks, marble, and stone, unless the flooring was damaged by the consumer's actions or negligence. The contractor is not responsible for discontinued patterns or color variations when replacing tile, brick, marble, or stone flooring.

9.8.2 Observation: Cracks are observed in the grouting of tile joints or at the junctures with other materials, such as a bathtub.

Performance Guideline: Cracks in grouting of ceramic tile joints commonly result from normal shrinkage conditions. Cracks that result in loose tiles or gaps in excess of 1/16-inch shall be repaired.

Corrective Measure: The contractor will repair grouting, if necessary, one time only. The contractor is not responsible for color variations or discontinued colored grout. The consumer is responsible for re-grouting these joints after the contractor's one-time repair.

Discussion: The use of an elastic substance at junctures between tile and other materials is often more effective than grout.

Tile Floors

If you have chosen tile flooring in your new home, we suggest the following maintenance tips. Some cracking or chipping of the grout is considered normal due to shrinkage and normal deflection of the sub-floor. You can repair simply by filling with a commercial grouting of the same color. Although durable, some caution must be exercised to avoid cracking tiles with heavy objects. It is recommended that you install a sealant product immediately after you move into your new home, and a minimum of every two years thereafter. This sealing will reduce stains and discoloration of the grouting.

b. Standard

9.8.3 Observation: Tile, brick, marble, or stone flooring is uneven and corners are not flush.

Performance Standard: Tile, brick, marble, or stone flooring shall not be uneven and corners shall be flush. Corners shall have no more than a 1/8" height differential.

Responsibility: Contractor shall meet performance standard.

Note: Remodeling Specific: Contractor shall not be responsible for existing wavy sub-floors and bowed joists that may make meeting the performance standard difficult if not impossible.

Contractor shall not be required to meet the performance standard if such existing subsurface conditions exist.

9.8.4 Observation: Cracks appear in grouting of ceramic tile joints.

Performance Standard: Cracks in grouting or ceramic tile joints are commonly due to shrinking condition.

Responsibility: Contractor will repair grouting as necessary, one time only during the first year. We will match as closely as possible. Re-grouting of these cracks is a maintenance responsibility of the Homeowner after the first year of the Warranty Period.

9.9 Trim Carpentry & Interior Doors

a. Service & Maintenance Tips

Possible consequences of wood shrinkage and swelling due to the settlement of the home may be seen in slight cracks around doorways or windows and nail pops around baseboards and on outside corners.

b. Standards

9.9.1 Observation: Separation of wood joints of interior trim

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

Responsibility: Contractor will repair separated joints, as defined, one time only during the first year at the eleventh month. Open joints will be caulked or puttied.

Note: Remodeling Specific: The contractor is responsible only for areas of the property worked on and specified in the contract, and not for the entire house.

a. Service and Maintenance Tips

Your new home is equipped with a variety of door types. These will react differently under various weather and humidity conditions. The exterior doors are equipped with a weather-stripping which provides maximum seal against air filtration. Occasional spraying of graphite into key slots of lock sets, tightening of lock set screws, and keeper adjustment will assure you of proper operation of your door locks. The sweep weather-stripping at the bottom of the door may require periodic adjustment or replacement as the material wears. Your sliding glass doors, if selected, will give you many years of service if you follow these suggestions: Periodic cleaning of the bottom track will allow the sliding panels to move freely. An occasional application of ordinary household "3-in-One" oil or silicone spray along the bottom track is also recommended. Be sure the drain holes are clear, so that rainwater can flow out of the track. Sliding doors are not designed to be waterproof if hosed off with direct high pressure from a hose. On interior wood doors, a certain amount of expansion and contraction in width is normal due to the changing temperature and humidity. Doors will be wider in summer and in humid periods and narrower in dry weather conditions. Therefore, do not be hasty in adjusting, planning or cutting your door, as it will tend to correct itself.

9.9.2 Observation: An interior door is warped.

Performance Guideline: Interior doors (full openings) shall not warp in excess of 1/4-inch.

Corrective Measure: Doors will warp to some degree. However, they should not warp to the extent that they become inoperable. The maximum allowable warpage is 1/4 inch when measured from top to bottom vertically and diagonally. The contractor will correct or replace and refinish defective doors to match existing doors as nearly as practical. Corrections can be made by adjusting the strike plate, door stop or hinges.

Discussion: In bathroom or utility areas, exhaust fans or an open window must be used to minimize moisture to prevent warpage of door units.

If the consumer is responsible for painting the door, the contractor is not responsible.

9.9.3 Observation: Bi-fold doors come off their tracks during normal operation.

Performance Guideline: Bi-fold doors shall slide properly on their tracks at the time of substantial completion of the project. Cleaning and maintenance necessary to preserve proper operation are consumer responsibilities.

Corrective Measure: One time only, the contractor will repair any bi-fold door that will not stay on its track during normal operation.

b. Standard

9.9.5 Observation: Sticking, binding doors.

Performance Standard: Doors should not stick or stay open due to hinge bound condition.

Responsibility: We will reset sticking/hinge bound doors one time only during the first year of the Warranty Period.

9.10 Hardwood

9.10.1 Observation: Voids ("holidays") are observed in the floor finish.

Performance Guideline: Voids that are readily visible from a distance of 6 feet under normal lighting conditions are considered excessive.

Corrective Measure: The contractor will repair the floor finish in the affected area(s) to meet the performance guideline.

9.10.2 Observation: The top coating on hardwood flooring has peeled.

Performance Guideline: Field-applied coating shall not peel during normal usage. Pre-finished coatings are the manufacturer's responsibility.

Corrective Measure: The contractor shall refinish any field-applied finishes that have peeled.

Discussion: The consumer should contact the manufacturer regarding factory-applied finishes that have peeled.

9.10.3 Observation: Strip flooring has crowned.

Performance Guideline: Crowning in strip flooring shall not exceed 1/16-inch in depth in a 3-inch maximum span when measured perpendicular to the long axis of the board.

Corrective Measure: The contractor will repair the affected area to meet the performance guideline.

9.10.4 Observation: Hardwood flooring has buckled from the substrate.

Performance Guideline: Hardwood floor should not become loose from the substrate.

Corrective Measure: The contractor will repair the affected area to meet the performance guideline.

9.10.5 Observation: Excessive knots and color variations are observed in strip hardwood flooring.

Performance Guideline: The contractor will install the grade of hardwood specified for the project. All wood should be consistent with the grading stamp as specified. Wood filler may be visible and is considered to be of no consequence.

Corrective Measure: The contractor shall replace any improperly graded wood.

Discussion: Hardwood is a natural product and consequently can be expected to exhibit variations in color, grain, and stain acceptance.

9.10.6 Observation: Slivers or splinters are observed in strip flooring.

Performance Guideline: Slivers or splinters that occur during the installation of the flooring are considered excessive.

Corrective Measure: The contractor will repair flooring in the affected areas to meet the performance guideline.

Discussion: Slivers or splinters that occur during installation can be shaved and the area filled prior to sanding and finishing.

9.10.7 Observation: "Sticker burn" is observed on the surface of strip flooring.

Performance Guideline: Discoloration from stacking strips in hardwood flooring is considered excessive in certain grades of flooring.

Corrective Measure: The contractor shall repair or replace areas with sticker burn if they are not permitted in the grade of wood specified for the project.

9.10.8 Observation: Sand marks or swirls are visible in the hardwood

Performance Guideline: Sand marks from machine sanding cannot be avoided and are considered to be of no consequence.

Corrective Measure: Non required

10 EXTERIOR FINISH

10.1 Siding & Trim

a. Service & Maintenance Tips

All exterior materials on your home require periodic maintenance. Some materials such as pre-finished siding should be washed to maintain their appearance and remove airborne materials that can damage the finish. Other materials such as fiber cement siding and all trim must be maintained (repainted and/or re-stained) periodically. The durability of paint finishes will vary depending upon climate, exposure, and other factors. Paints or stains extend the life of the surfaces, reduce mildew, and help you achieve the color effect you desire from your siding and trim. Failure to maintain the painted surfaces on your home can result in stain damage from mildew. The aluminum or vinyl siding on your home is characterized by its maintenance saving finish. The finish reduces costly priming and painting. You may occasionally want to wash your siding. If you do, use a mild detergent (no bleach) and a soft brush or cloth. The shutters on your home may be washed in the same manner as the siding. We will not be responsible for damage to the siding caused by high winds, severe storms, or lack of maintenance. All wood/composition exterior materials must be inspected for wear and maintained by the Homeowner.

b. Standards

10.1.1 Observation: Gaps show in exterior trim.

Performance Guideline: Joints between exterior trim elements, including siding and masonry, shall not result in joints opened wider than 1/4-inch. In all cases, the exterior trim shall perform its function of keeping the elements out.

10.1.2 Observation: Poor quality of exterior trim workmanship

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

Responsibility: Contractor will repair open joints and touch up finish coatings where repaired to match existing as close as possible. Caulking is acceptable for joints 3/8 inch in width or less.

10.1.3 Observation: Exterior trim board is split.

Performance Guideline: Splits wider than 1/8-inch are considered excessive.

Corrective Measure: The contractor will repair splits by filling with a durable filler. Touch-up painting may not match the surrounding area.

10.1.4 Observation: Exterior trim board is bowed or twisted.

Performance Guideline: Bows and twists exceeding 3/8-inch in 8 feet are considered excessive.

Corrective Measure: The contractor will repair defects that do not meet the performance guideline by refastening or replacing deformed boards. Touch-up painting may not match the surrounding area.

10.1.5 Observation: Exterior trim board is cupped.

Performance Guideline: Cups exceeding 3/16-inch in 5 1/2 inches are considered excessive.

Corrective Measure: The contractor will repair defects that do not meet the performance guideline by Re-fastening or replacing deformed boards. Touch-up painting may not match the surrounding area.

10.2 Wood and Hardboard Siding

10.2.1 Observation: Siding is bowed.

Performance Guideline: Bows exceeding 1/2-inch in 32 inches are considered excessive.

Remodeling Specific: If new wall covering is installed on existing framed walls, the consumer and contractor may agree to straighten out the walls as part of the scope of work. Alternatively, the parties may agree to install new wall covering over existing framing and disregard the performance guideline to match a pre-existing structural condition of the existing structure.

Corrective Measure: The contractor will replace any wood lap siding with bows that does not meet the performance guideline, and will finish the replacement siding to match the existing siding as closely as practical.

Discussion: If the siding is fastened by nails driven into studs, expansion caused by changing relative temperatures and/or humidity may cause bulges or waves. Even with proper installation, siding will tend to bow inward and outward in adjacent stud spaces.

10.2.2 Observation: An edge or gap is visible between adjacent pieces of siding or siding panels and other materials.

Performance Guideline: Gaps wider than 3/16-inch are considered excessive. This guideline does not apply to adjacent pieces or panels that have shiplap or similar joints.

Corrective Measure: The contractor will repair gaps that do not meet the performance guideline.

Discussion: Proper repair can be affected by providing joint covers or by caulking the gap. This is important if the gaps were intentionally made for expansion joints. If the siding is painted, the contractor will paint the new caulking to match the existing caulking as closely as practical, but an exact match cannot be ensured.

10.2.3 Observation: Lap siding is not parallel with the course above or below.

Performance Guideline: A piece of lap siding may not be more than 1/2-inch off parallel with contiguous courses in any 20-foot measurement, unless the consumer and the contractor have previously agreed to disregard the performance guideline to match a pre-existing condition.

Remodeling Specific: The consumer and contractor may agree to install siding to match existing conditions on existing structure and to disregard the performance guideline for this item

Corrective Measure: The contractor will reinstall siding to meet the performance guideline for straightness, and will replace with new siding any siding damaged during removal.

Discussion: For remodeling projects, if the contractor and the consumer have agreed that the floor of an addition is to be on a different plane from an existing floor (e.g., out of level), the siding on the addition may not be parallel and in line with the existing siding.

10.2.4 Observation: Face nails are driven below the surface of the hardboard siding.

Performance Guideline: Siding nails should not be driven below the surface of hardboard siding such that visible fiber of the siding is exposed.

Corrective Measure: The contractor shall repair as necessary to meet performance guideline. The following repairs are appropriate in most instances: If visible fiber of hardboard siding is exposed, paint surface to coat fiber. If nail is 1/16 to 1/8-inch below the surface, fill or caulk and touch-up paint. If nail is more than 1/8-inch below the surface, fill or caulk and add an additional nail flush to the surface. .

Discussion: Color warranties are provided by the siding manufacturer. The consumer should contact the manufacturer with questions or claims regarding changes in color of vinyl or aluminum siding. color and fade imperfections beyond an expected degree may be covered by the manufacturer's warranty, except where siding is shaded differently from the rest of the wall, such as under shutters or behind vegetation.

10.2.5 Observation: Cedar shakes or shingles have "bled" through paint or stain applied by the contractor.

Performance Guideline: Resins and extractives bleeding through paint or stain, or blackening of shakes or shingles is considered excessive. This performance guideline does not apply if "natural weathering" or semitransparent stain is specified for the project.

Corrective Measure: One time only, the contractor will clean and treat shakes to provide a reasonable appearance and prevent further bleeding.

10.2.6 Observation: Siding has delaminated.

Performance Guideline: Siding shall not delaminate.

Corrective Measure: The contractor will replace delaminated siding that is not covered under the manufacturer's warranty, unless the de-lamination was caused by the consumer's actions or negligence. The repaired area may not precisely match the original siding.

10.2.7 Observation: Joints between siding have separated.

Performance Guideline: Joint separations exceeding 3/16-inch are considered excessive.

Corrective Measure: The contractor will caulk or repair siding as necessary to fill the joint. The repaired area may not match the original siding precisely.

Discussion: Plywood siding, like all wood products, will expand and contract with changes in temperature and/or humidity

10.2.8 Observation: Siding is bowed.

Performance Guideline: Some waviness in siding is to be expected because of bows in studs. Waves or similar distortions in wood siding are considered excessive if they exceed 1/2-inch in 32 inches.

10.3 Aluminum or Vinyl Lap Siding

10.3.1 Observation: Aluminum or vinyl siding is bowed or wavy.

Performance Guideline: Some waviness in aluminum or vinyl lap siding is to be expected because of bows in studs. Waves or similar distortions in aluminum or vinyl lap siding are considered excessive if they exceed 1/2-inch in 32 inches.

Corrective Measure: The contractor will correct any waves or distortions to comply with the performance guideline by reinstalling or replacing siding as necessary.

Discussion: This problem can be caused by the siding being nailed too tightly to the house instead of loosely "hung" near the center of the nail slots, or by not allowing adequate room for the siding to expand. Siding fasteners should be installed in the center of the nail slot with a 1/32-inch spacing (thickness of a dime) between the siding and the fastener to allow for expansion and contraction.

10.3.2 Observation: Nail stains are visible on siding or ceiling boards.

Performance Guideline: Stains exceeding 1/2-inch from the nail and readily visible from a distance in excess of 20 feet are considered excessive.

Corrective Measure: The contractor can choose to remove stains that do not meet the performance guideline.

Discussion: Stains can be caused by oxidation of nails or leaching of extractives from the wood. Use of galvanized nails (even double hot-dipped) will not necessarily prevent staining.

10.3.3 Observation: Siding is faded.

Performance Guideline: Any color siding, when exposed to the ultra-violet rays of the sun, will fade. Fading cannot be prevented by the contractor. However, panels installed on the same wall and under the same conditions should fade at the same rate.

Corrective Measure: No corrective action is required of the contractor. The consumer should contact the manufacturer

10.3.4 Observation: Aluminum or vinyl lap siding trim is loose.

Performance Guideline: Trim shall not separate from the house by more than 1/4-inch.

Corrective Measure: The contractor will reinstall trim as necessary to comply with the performance guideline.

Discussion: Vinyl siding and accessories should not be caulked in most circumstances, as it could impact the product's contraction and expansion characteristics.

10.3.5 Observation: Aluminum or vinyl lap siding courses are not parallel with eaves or wall openings.

Performance Guideline: Any piece of aluminum or vinyl lap siding more than 1/2-inch off parallel in 20 feet with a break such as an eave or wall opening is considered excessive.

Remodeling Specific: The consumer and contractor may agree to install siding to match existing conditions on the existing structure and to disregard the performance guideline for this item

Corrective Measure: The contractor will reinstall siding to comply with the performance guideline and will replace with new siding any siding damaged during removal.

Discussion: For remodeling projects, if the contractor and the owner agree that the floor of an addition is to be on a different plane from the existing floor (for example, a pre-existing out-of-level condition), the siding on the addition may not be parallel and in line with existing siding. Incorrect or inconsistent siding fastening can contribute to unparallel issues.

10.3.6 Observation: Nail heads show in aluminum or vinyl lap siding.

Performance Guideline: No nail heads in the field of the siding shall be exposed.

Corrective Measure: The contractor will install trim as necessary to cover the nails. Contractor will install proper trim accessories to avoid face nailing.

Discussion: Vinyl siding generally should not be face nailed. However, there are appropriate and typical occasions when a single face nail may be needed to reinforce a joint or fasten the siding to the wall when it is cut to fit around window frames, doors, roofs, or other obstructions on the wall. In most cases (the only exception would be the top piece on a gable end), vinyl siding should never need to be lace nailed when proper accessory products are used. For example, under a window application the trim channel) can be utilized in conjunction with utility trim and snap-punching the top of the modified vinyl siding. If face nailing is the only option, a 1/8-inch diameter hole should be pre-drilled to allow for expansion and contraction.

10.3.7 Observation: An aluminum or vinyl lap siding trim accessory is loose from caulking at windows or other wall openings.

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

Corrective Measure: The contractor will repair or re-caulk as necessary to eliminate the separation.

10.3.8 Observation: Aluminum or vinyl lap siding is cut crookedly.

Performance Guideline: Gaps shall comply with the manufacturer's guidelines unless the existing building is out of square or plumb. Cut edges of vinyl siding should always be covered

by trim or receiving channels and should not be visible. Cuts should be made so that when properly installed in trim, edges are not visible.

Remodeling Specific: The consumer and contractor may agree to install siding to match conditions on the existing structure and to disregard the performance guideline for this item

Corrective Measure: The contractor will ensure that the appropriate trim/accessory is installed to eliminate potentially revealing site cuts. If cuts in siding panels are so uneven that they are not concealed by trim, the panel shall be replaced.

Discussion: Cut edges of vinyl siding should never be visible when proper trim and accessories are used.

10.3.8 Observation: Aluminum or vinyl lap siding is not correctly spaced from moldings.

Performance Guideline: Prescribed spacing between siding and accessory trim is typically 1/4-inch, or should comply with the manufacturer's installation instructions. *Remodeling Specific: The consumer and contractor may agree to install siding to match conditions on existing structure and to disregard the performance guide line for this item*

Corrective Measure: The contractor will correct the spacing to meet the guideline.

10.3.9 Observation: Cement board siding is cracked or chipped.

Performance Guideline: A cement product, this siding is susceptible to the same characteristic limitations as other cement products. Cracks more than 2 inches in length and 1/8-inch in width are considered excessive. Chips or dents not reported at time of substantial completion of the project are not covered.

Corrective Measure: Cracked or chipped cement board will be repaired or replaced as necessary, as determined by the contractor.

10.3.10 Observation: Cement board siding is improperly fastened.

Performance Guideline: Siding shall be nailed flush and perpendicular per the manufacturer's instructions. Staples shall not be used.

Corrective Measure: Overdriven nail heads or nails driven at an angle shall be filled with cementitious patching compound to match the existing area as closely as possible.

Discussion: The manufacturer's instructions include guidelines to reduce chipping or cracking of siding.

10.4 Stucco

a. Service and Maintenance Tips

Stucco includes cementitious coatings and similar synthetically-based finishes that will require periodic maintenance as recommended by the manufacturer. We will repair cracks exceeding 1/8 inch in width, one time only, during the first year of the Warranty Period.

b. Standards

10.4.1 Observation: Cracks in exterior stucco wall surfaces.

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

Responsibility: We will repair cracks exceeding 1/8 inch in width, by patching or caulking, one time only, during the first year of the warranty period. It is expected that color of patching or caulking will not match existing color

10.4.2 Observation: Colors of exterior stucco walls do not match. Coloring of stucco is unique to field variables and it is impractical to achieve a color match between stucco coatings applied at different times and with different batches (batches are typically mixed in five gallon buckets you may therefore have dozens of buckets used in the coloring of your stucco).

Performance Standard: The colors of new exterior stucco walls may not perfectly match from area to area and wall to wall and will most likely not match the colors of old exterior stucco walls on remodeling projects.

Responsibility: None

10.4.3 Observation: Finishes of exterior stucco walls do not match.

Performance Standard: Texture of new exterior stucco can vary as the colors do therefore

texture variations are considered to be of no consequence.

Responsibility: None

10.4.4 Observation: Separation of coating from base on exterior stucco wall

Performance Standard: The coating shall not separate from the base on an exterior stucco wall during the Warranty Period.

Responsibility: We will repair areas where the coating has separated from the base.

10.4.5 Observation: An exterior stucco wall surface is cracked.

Performance Guideline: Cracks in exterior stucco wall surfaces shall not exceed 1/8-inch in width.

Corrective Measure: One time only, the contractor will repair cracks exceeding 1/8-inch in width. Caulking and touch-up painting are acceptable. An exact color or texture match may not be attainable.

Discussion: "Stucco" includes cementitious coatings and similar synthetically based finishes.

10.4.6 Observation: The colors of exterior stucco walls do not match.

Performance Guideline: The colors of new exterior stucco walls may not perfectly match the colors of old exterior stucco walls, nor is it expected that exact matches will be attained for the same material that is applied on different days or under differing environmental conditions (e.g., temperature, humidity, etc.).

Corrective Measure: No corrective measure is required. Because of the unique nature of stucco finishes, exact match of color may not be possible.

Discussion: Coloring of stucco is affected by a number of variables. It is impractical to achieve a color match between stucco coatings applied at different times.

10.4.7 Observation: The textures of exterior stucco wall finishes do not match.

Performance Guideline: Remodeling Specific: The texture of new exterior stucco walls may not perfectly match the textures of old exterior stucco walls.

Corrective Measure: No corrective measure is required. Because of the unique nature of stucco finishes, exact match of texture finish may not be possible.

Discussion: "Stucco" includes cementitious coatings and similar synthetically based finishes.

Approved samples prior to installation can minimize misunderstandings about color and texture.

10.4.8 Observation: Coating has separated from the base on an exterior stucco wall.

Performance Guideline: The coating shall not separate from the base on an exterior stucco wall during the warranty period.

Corrective Measure: The contractor will repair areas where the coating has separated from the base.

Discussion: Coloring of stucco is affected by a number of variables. It is impractical to achieve a color match between stucco coatings applied at different times.

10.4.9 Observation: Lath is visible through stucco.

Performance Guideline: Lath should not be visible through stucco, nor should the lath protrude through any portion of the stucco surface.

Corrective Measure: The contractor will make necessary corrections so that lath is not visible. The finish colors may not match.

10.4.10 Observation: Rust marks are observed on the stucco finish coat.

Performance Guideline: Rust marks on the stucco surface are considered excessive if more than 5 marks measuring more than 1 inch long occur per 100 square feet.

Corrective Measure: The contractor may repair or replace affected subsurface components, or seal the rusted areas and recolor the wall.

10.4.11 Observation: There is water damage to interior walls as a result of a leak in the stucco wall system.

Performance Guideline: Stucco walls should be constructed and flashed to prevent water penetration to the interior of the structure under normal weather and water conditions. Damage to the stucco system caused by external factors out of the contractor's control that result in water

penetration are not the contractor's responsibility.

Corrective Measure: If water penetration is the result of a system failure and doesn't result from external factors, the contractor will make necessary repairs to prevent water penetration through the stucco wall system.

Discussion: Water penetration resulting from external factors such as windblown moisture or sprinkler systems are not the contractor's responsibility.

11 SPECIALITIES

11.1 Chimney

11.1.1 Observation: A crack in a masonry chimney cap or crown causes leakage.

Performance Guideline: It is common for caps to crack due to expansion and contraction. As a result, leaks may occur.

Corrective Measure: If cracking causes leakage the contractor will repair the cap or crown. Caulking or other sealant is acceptable.

11.1.2 Observation: New chimney flashing leaks.

Performance Guideline: New chimney flashing shall not leak under normal conditions.

Corrective Measure: The contractor will repair leaks in new chimney flashing that are not caused by ice buildup, other common occurrences, or by the consumer's actions or negligence.

Discussion: The accumulation of ice and snow on the roof is a natural occurrence and cannot be prevented by the contractor.

Responsibility: We shall provide for adequate ventilation. We will not be responsible for alterations to the original system.

11.2 Fireplaces (Wood Burning)

a. Service and Maintenance Tips

If your home is equipped with a wood burning fireplace, there are certain things that you should do to insure its proper operation. First, you should be sure before igniting a fire that the damper above the firebox has been opened. For the best burning results, we recommend that you buy a steel grate for holding the logs while burning. When the fire is burning, the flue will be drawing not only the smoke from the fire, but the warm air from your room, and if the room is open to other rooms, it will cause much of the warm air throughout the home to be drawn up through the chimney. Be sure to close the damper after the fire has been completely extinguished.

Avoid using manufactured paper logs in fireplaces. They may contain chemicals that can induce a flue fire.

b. Standard

11.2.1 Observation: Fireplace or chimney does not draw properly.

Performance Standard: 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.

Responsibility: We will determine the cause of the malfunction and correct if the problem is one of design or construction of the fireplace.

11.2.2 Observation: Chimney separation from structure to which it is attached.

Performance Standard: A newly built fireplace may incur slight amounts of separation. Separation should not exceed 1/2 inch from the main structure in any 10 foot vertical measurement.

Responsibility: We will determine the cause of separation and correct if standard has not been met. Caulking is acceptable.

11.2.3 Observation: Brick firebox color changed.

Performance Standard: None.

Responsibility: None. Heat from fires as well as chemical additives will alter finish.

11.2.4 Observation: Cracked firebrick and mortar joints.

Performance Standard: None.

Responsibility: None. Heat from fires may cause cracking.

11.3 Fireplaces (Direct Vent)

a. Service and Maintenance Tips

If your home is equipped with a direct vent fireplace, there are certain things that you should do to insure its proper operation. You should insure that the pilot light is lit. Looking through the glass at the base of the logs you can see the pilot light. Instructions for lighting the pilot are provide in the area accessed through the cover below the firebox .The homeowner will need to inspect the external vent cap on a regular basis to make sure that no debris is interfering with the airflow. Because a Direct Vent fireplace is a sealed unit, when the fire is burning, the fire box will not be drawing heat from the inside of your home. The firebox becomes extremely hot and the homeowner should take care not to touch or have heat sensitive items next to the firebox. There is no damper to operate with a direct vent fireplace. When direct vent gas fireplaces are provided, improper adjustments, alterations, service or maintenance can cause injury or property damage. Refer to the manual for assistance or additional information consult a qualified installer, service agency or the gas supplier.

b. Standard

11.3.1 Observation: Vapors may condense and fog the glass.

Performance Standard: For the first few minutes after each lighting vapors may fog the glass and the flames may be blue. After a few minutes this moisture will disappear and within 10-15 minutes the flames should become yellow.

Responsibility: None.

11.3.2 Observation: Fireplace may produce a (oil caning) noise.

Performance Standard The oil caning noise is caused by the metals expansion and contraction as it heats up and cools down. This does not affect the operation or longevity of the fireplace.

Responsibility: None.

11.3.3 Observation: Glass fronts may become dirty on the inside of the firebox.

Performance Standard: It is possible that a film may build up on the side of the glass which faces the firebox created by emissions from the gas or propane flames.

Responsibility: None. The Homeowner may be required to provide periodic cleaning to the glass surfaces. Refer to the manual for assistance.

WARNING: TURN OFF THE GAS VALVE LOCATED UNDER THE FIREBOX PRIOR TO ANY SERVICING. WARNING: DO NOT OPERATE THE UNIT WITH OUT THE GLASS FRONTS PROPERLY INSTALLED AND SEALED.

11.4 Decks

11.4.1 Observation: A wood deck has stain color variations.

Performance Guideline: Stain color variations are not acceptable if they result from improper stain application or failure to mix the stain properly. Stain color variations resulting from other causes-such as weathering or varying porosity of the wood used to build the deck-are common and are not covered by this guideline.

Corrective Measure: The contractor will re-stain the affected area to meet the performance guideline.

11.4.2 Observation: A nail head protrudes from a wood decking board.

Performance Guideline: Nail heads shall not protrude from the floor of the wood deck at the time of substantial completion of the project.

Corrective Measure: The contractor will refasten nails whose heads protrude from the floor of the deck so that the heads are flush with the surface.

Discussion: Nails should be driven flush when the deck is installed, but they may pop from the deck over time as the wood shrinks and expands.

11.4.3 Observation: Nails on a wood deck are "bleeding."

Performance Guideline: Nail stains extending more than 1-inch from the nail and readily visible from a distance of more than 3 feet are not acceptable.

Corrective Measure: The contractor will eliminate nail stains to meet the performance

guideline.

Discussion: This guideline does not apply if "natural weathering" or semi-transparent stains are specified.

11.4.4 Observation: A wood deck railing lacks rigidity.

Performance Guideline: Wood deck railings shall be attached to structural members in accordance with applicable building codes.

Corrective Measure: The contractor will repair wood deck railings as necessary to comply with applicable building codes.

11.5 Skylights

11.5.1 Observation: A skylight leaks.

Discussion: Skylights should not leak.

Corrective Measure: Contractor will repair to meet the standard.

11.6 Louvers & Vents

a. Service and Maintenance Tips

Soffit and ridge vents must be kept clear/open to minimize humidity which could cause movement of certain framing members within the structure.

b. Standard

11.6.1 Observation: Inadequate ventilation of attics and unconditioned crawl spaces

Performance Standard: Attic and crawl spaces shall be ventilated as required by the approved building code.

11.7 Landscaping

Note: Moving or protecting plants, trees, shrubs, and any other landscaping items prior to and during construction are the responsibility of the consumer and must be dealt with before construction begins. Other handling of these items must be specified in the contract to designate the responsible party.

11.7.1 Observation: Tree stumps have been left in a disturbed area of the property.

Performance Guideline: If tree stumps were on the property in the disturbed area prior to the substantial completion of the project, the contractor is responsible for their removal.

Corrective Measure: The contractor will remove the stumps from the area.

11.7.2 Observation: Sod, shrubs, plants, or trees that have been planted in a disturbed area of the property as part of the contract have died.

Performance Guideline: Any shrub, plant, tree, or sod planted by the contractor as part of the contract are to be alive at the time of substantial completion of the project.

Corrective Measure: Any shrub, plant, tree, or sod planted by the contractor as part of the contract shall be replaced to meet the performance guideline.

11.7.3 Observation: Grass seed does not germinate.

Performance Guideline: Germination is dependent on certain climatic conditions, which are beyond the contractor's control

Corrective Measure: The contractor is only responsible for seeding per the manufacturer's instructions.

Discussion: After installation, proper lawn and landscape care are the consumer's responsibility.

11.7.4 Observation: Outdoor plants moved during work die after substantial completion of the project.

Performance Guideline: Plants that must be physically transported during the work shall be moved, maintained, and replanted by the consumer.

Corrective Measure: No action is required of the contractor.

Discussion: The contractor shall not be responsible for delays in the schedule when plants are moved by the consumer.

12 KITCHEN CABINETS, VANITIES AND COUNTER TOPS

12.1 Counter Tops/Surfaces

a. Service & Maintenance Tips

All laminated kitchen countertops, cultured marble vanity, ceramic tile, solid surface and granite tops and walls should be wiped down with a nonabrasive cleaner and brought to “sparkle” with a cleaner and polish recommended by the manufacturer.

b. Standard

12.1.1 Observation: Surface cracks and joint de-laminations in high pressure laminates on vanity and kitchen cabinet countertops and cabinets.

Performance Standard: Countertops fabricated with high pressure laminate coverings will not de-laminate or crack. However, it is recommended that water not be allowed to stand in the seams of counter tops.

Responsibility: Contractor will replace delaminated or cracked coverings. Contractor will not be responsible for chips, scratches, and cracks noted after the pre-settlement demonstration or for de-lamination from water which causes swelling of the base material.

12.1.2 Observation: Cracks, chips, and scratches in all types of countertops

Performance Standard: Cracks, chips, and scratches in countertops shall not be noticeable from a distance of six feet away.

Corrective Measure: Countertops that have cracks, chips, or scratches noticeable from a distance of three feet must be noted at the final walk through and will be patched, puttied or filled to meet the standard. Repairs may be noticeable.

12.1.3 Observation: Displacement of countertops at joints or cracks.

Performance Standard: Countertops shall not have displacement at joints or cracks in excess of 1/16-inch.

Corrective Measure: Contractor will correct to meet the standard

12.2 Cabinets

12.2.1 Observation: Kitchen cabinet malfunctions.

Performance Standard: Warpage not to exceed 1/4- inch as measured from face frame to point of furthest warpage with door or drawer front in closed position.

Responsibility: Contractor will correct or replace door or drawer fronts.

12.2.2 Observation: Gaps between cabinets, ceilings and walls.

Performance Standard: Acceptable tolerance is 1/4- inch in width.

Responsibility: Contractor will correct any gap over 1/4- inch by installing a trim piece.

12.2.3 Observation: Variation in color between adjacent kitchen cabinets of the same style.

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

Responsibility: None.

12.2.4 Observation: Shrinkage of insert panels shows raw wood edges.

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

Responsibility: None. The Homeowner is responsible to touchup and maintain these areas to match the door color and finish.

12.2.5 Observation: Split in door panel.

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

Responsibility: If light is visible, Contractor will fill the split and the match paint or stain as closely as possible, one time only in the first year.

13 PLUMBING

13.1 Sewers, Fixtures & Drains

a. Service and Maintenance Tips

In preparing your home for occupancy, the sewers have been flushed and tested to work properly.

Water supply systems and fixtures have been pressure tested to eliminate leaks. If however, clogging does occur due to contractor negligence, it should become apparent within the first 5 days after occupancy. Should drainage from a tub, toilet, sink, or shower clog, you may attempt to relieve it by use of a plunger (available at most hardware stores). If the plunger does not work, a plumber's snake should be used to determine if a fixture or trap is blocked versus a system failure. Temperature fluctuations may occur with the hot and cold water when other fixtures are being used at the same time. A "ticking" sound is sometimes noticeable when water pipes expand and contract. Water pressure often varies by individual municipalities and is not controlled by contractor. A series of maintenance tips should be employed by the Homeowner to minimize costly plumbing repairs:

1. Care should be observed to avoid disposal of paper towels, heavy tissue, sanitary products, and other such materials into plumbing fixtures in order to minimize the possibility of clogging. After five (5) days of occupancy, contractor will not be responsible for sewer clogs unless it is determined that faulty materials or workmanship have been employed or the original installation was improperly completed.
2. Winterize your exterior hose bibs and plumbing lines by closing the valve to each faucet inside the house and opening the hose connections at each exterior location. The water at the bleeder valve inside should be drained.
3. Each plumbing fixture in your home has a drain "trap", a piece of drain pipe designed to provide a water barrier between your home and the possible odor of sewer gas. This "trap" holds water which prevents the airborne bacteria and odor of the sewer gas from entering the home. If a fixture is left unused, it should be turned on at regular intervals to replace evaporating water and to ensure that the trap barrier remains intact. Periodically refill the traps of unused fixtures.
4. Welled exit or areaway drains must be kept clear of debris and periodically cleaned in order to avoid water migration into the basement.

b. Standards

13.1.1 Observation: Defective plumbing fixtures, appliances, or trim fittings.

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

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

13.1.2 Observation: Faucet or valve leak.

Performance Standard: A valve or faucet leak due to material or workmanship is a deficiency.

Responsibility: Contractor will repair or replace the leaking faucet or valve.

13.1.3 Observation: Noisy water pipes.

Performance Standard: There will be some noise emitting from the water pipe system, due to the flow of water.

Responsibility: None.

13.1.4 Observation: Cracking, chipping, or scratching of porcelain or fiberglass surfaces on tubs, showers lavatories, bar tops and sinks.

Remodeling Specific: The contractor is responsible only for areas of the property worked on and specified in the contract, and not for the entire house.

13.2 Water Supply System

13.2.1 Observation: A pipe or fitting leaks.

Performance Guideline: No leaks of any kind shall exist in any water pipe or fitting.

Remodeling Specific: See Note at beginning of chapter:

Corrective Measure: The contractor will make repairs to eliminate leakage.

13.2.2 Observation: Condensation is observed on pipes, fixtures, and plumbing supply lines.

Performance Guideline: Condensation on pipes, fixtures, and plumbing supply lines may occur at certain combinations of temperature and indoor humidity.

Remodeling Specific: See Note at beginning of chapter:

Corrective Measure: The consumer is responsible for controlling humidity in the home.

Discussion: The consumer may insulate pipes and supply lines.

13.2.3 Observation: A faucet or valve leaks.

Performance Guideline: No faucet or valve shall leak as a result of defects in material or workmanship.

Remodeling Specific: See Note at beginning of chapter:

Corrective Measure: The contractor will repair or replace the leaking faucet or valve.

13.2.4 Observation: Water in a plumbing pipe freezes, and the pipe bursts.

Performance Guideline: Drain, waste, vent, and water pipes shall be adequately protected to reduce the possibility of freezing at the design temperatures and based on the applicable building or plumbing code.

Remodeling Specific: See Note at beginning of chapter:

Corrective Measure: The contractor will correct situations not meeting the applicable code. The consumer is responsible for draining or otherwise protecting pipes and exterior faucets exposed to freezing temperatures.

13.2.5 Observation: The water supply system fails to deliver water.

Performance Guideline: All on-site service connections to the municipal water main or private water supply are the responsibility of the contractor.

Remodeling Specific: See Note at beginning of chapter:

Corrective Measure: The contractor will repair the water supply system if the failure results from improper installation or failure of materials and if the connections are a part of the construction agreement. Conditions beyond the control of the contractor that disrupt or eliminate the water supply are not covered.

13.2.6 Observation: A water pipe is noisy.

Performance Guideline: Because of the flow of water and pipe expansion/contraction, the water piping system will emit some noise. However, the pipes should not make the pounding noise called "water hammer."

Remodeling Specific: See Note at beginning of chapter:

Corrective Measure: The contractor cannot eliminate all noises caused by water flow and pipe expansion/contraction. However, the contractor will provide the "water hammer" protection required by the applicable plumbing code.

13.3 Plumbing Fixtures

13.3.1 Observation: The bathtub or shower leaks.

Performance Guideline: Bathtubs and showers shall not leak.

Corrective Measure: The contractor will repair bathtub or shower leaks as necessary to meet the performance guideline.

13.3.2 Observation: A plumbing fixture, appliance, or trim fitting is defective.

Performance Guideline: Plumbing fixtures, appliances, and trim fittings shall not be damaged at the time of substantial completion of the project.

Corrective Measure: No action is required of the contractor. Defective trim fittings, appliances, and fixtures are covered under the manufacturer's warranty.

13.3.4 Observation: The surface of a plumbing fixture is cracked or chipped.

Performance Guideline: Cracks and chips in surfaces of bathtubs and sinks are considered excessive if they are visible from 3 feet in normal lighting conditions.

Corrective Measure: The contractor is not responsible for repairs unless the damage is reported to the contractor prior to substantial completion of the project. If the problem is the result of a manufacturing defect, the manufacturer's warranty is in effect.

Discussion: Fiberglass and acrylic fixtures often can be repaired.

13.3.5 Observation: A fiberglass tub or shower enclosure base flexes.

Performance Guideline: The tub or showers are to be installed according to the manufacturer's instructions.

Corrective Measure: The contractor shall repair the base to meet the performance guideline.

13.3.6 Observation: A vanity top is cracked.

Performance Guideline: Vanity tops shall not have cracks when installed with proper sealants.

Corrective Measure: The contractor shall repair or replace the vanity top to meet the performance guidelines. Cracks must be noted prior to substantial completion of the project.

Performance Standard

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

Responsibility

We will not be responsible for repairs unless damage has been reported to us prior to occupancy.

13.4 Water Heater

a. Service and Maintenance Tips

The water heater in your home, whether electric or gas, is equipped with a temperature and pressure relief valve, which is designed to open in the event excessive pressure or temperature builds up within the tank. When this happens, water is allowed to flow from the tank. As the temperature and/or pressure are reduced, the flow will stop. If a steady flow of water is coming from the pressure relief valve, the water main should be shut off. Gas hot water tanks normally have a temperature dial (hot, warm, mild) on the outside of the tank, and the temperature can be completely controlled by adjusting the dial. On an electric hot water heater, because of the inherent danger in resetting the temperature, we suggest that you call a serviceman. Refer to the manual provided with the water heater from the manufacturer for suggested maintenance of your hot water tank, in all cases, before making any adjustments. Under no circumstances should you turn on an electric water heater without water in the tank because the element will quickly burn out. *In the case of any emergency with water or hot water heaters, be sure to familiarize yourself with where and how to turn off the water supply.*

13.5 Wells

a. Well Service and Maintenance Tips

A well water system utilizes groundwater contained in soil and rock pores and is susceptible to pollution from contaminants that move through the soil and filter down to the groundwater. Do not store toxic or hazardous substances near your well. Protect the well head from cars, mowers, or other traffic, which may damage it. Have your well inspected and sampled regularly by your local health department or qualified independent lab to assure it is properly protected. Do not overuse or abuse pesticides, herbicides and fertilizers. Follow the package directions carefully. Do not flush toxic or hazardous substances down the toilet or pour such substances into home drains, storm drains or onto the ground surface. Many Health Departments recommend you have your well tested after any repairs are made to your well or if you notice a change in the taste or color of your well water. Your Health Department or independent lab can test your well for bacteriological quality and conduct chemical analysis for certain substances such as iron, acidity, or hardness.

b. Standard

13.5.1 Observation: Well supply system fails to deliver water.

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

Responsibility: Contractor will repair if failure is the result of defective workmanship or materials during the warranty period. If conditions beyond our control disrupt or eliminate the sources of the supply, we have no responsibility.

13.6 Sanitary Sewer or Septic System

13.6.1 Observation: A sewer, fixture, or drain is clogged.

Performance Guideline: Sewers, fixtures, and drains shall drain.

Corrective Measure: The contractor is not responsible for sewers, fixtures, and drains that are clogged because of the consumer's actions or negligence. If a problem occurs, the consumer should consult the contractor for corrective action. If defective installation is the cause, the contractor is responsible for correcting the problem. If the consumer's actions or negligence is the cause, the consumer is responsible for correcting the problem.

Discussion: With respect to septic systems, consumer actions that constitute negligence under this guideline include but are not limited to the following: Connection of sump pump, roof drains, or backwash from a water conditioner into the system. Placement of non-biodegradable items into the system. Use of a food waste disposer not supplied or approved by the contractor. Placement of surfaces not permeable to water over the disposal area of the system. Allowing vehicles to drive or park over the disposal area of the system. Failure to pump out the septic tank periodically, as required. Use that exceeds the system's design standards. Allowing water to pond over the disposal area. *Remodel Specific: The consumer and the contractor may agree prior to installation that the horizontal line of shingles on the roof of an addition need not line up with those of the existing structure of the floors (and hence, the eaves and ridge) are not to be built on the same plane.*

13.6 Septic System

a. Service and Maintenance Tips

Septic systems are individual wastewater treatment systems that use the soil to treat small wastewater flows, usually from individual homes. They are typically used in rural or large lot settings where centralized wastewater treatment is impractical. There are many types of septic systems in use today. While all septic systems are individually designed for each site, most septic systems are based on the same principles. The accumulated solids or sludge in the bottom of the septic tank should be pumped out every three to five years to prolong the life of your system. Septic systems must be maintained regularly in order to function properly. Neglect or abuse of your septic system can cause it to fail. Failing septic systems can:

- cause a serious health threat to your family and neighbors;
- degrade the environment, especially lakes, streams, and groundwater;
- reduce the value of your property;
- be very expensive to repair;
- put thousands of water supply users at risk if you live in a public water supply watershed and fail to maintain your system.

Be alert to these warning signs of a failing system:

- sewage surfacing over the drain field (especially after storms);
- sewage back-ups in the house;
- lush, green growth over the drain field;
- sewage odors.

b. Standards

13.6.1 Observation: Septic system fails to operate properly.

Performance Standard: Septic system will function adequately during all seasons, under climatic conditions normal or reasonably anticipated, based on local records, for the location of the home. Septic systems shall be designed and installed to comply with applicable laws.

Responsibility: We will repair, or otherwise correct, a malfunctioning or non-operating system, if failure is caused by inadequate design, faulty installation, or other causes relating to our actions or contractors or subcontractors under our control. We will not be responsible for system malfunction or damage which is caused by Homeowner negligence, lack of system maintenance, or other causes attributable to actions of the Homeowner or Homeowner's contractors, not under our control, including, but not necessarily limited to: the addition of fixtures, items of equipment appliances or other sources of waster 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.

13.7 Piping

a. Standards

Observation: Leakage from any piping.

Performance Standard: No leaks of any kind are to be present in any sanitary soil, waste vent, or water piping. Condensation on piping does not constitute leakage, and is not covered except where pipe insulation is required.

Responsibility: We will make repairs to eliminate leakage.

13.7 Sewers, Fixtures and Drains

a. Standards

Observation: Stopped up sewers, fixtures, and drains.

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

Responsibility: We will not be responsible for sewers, fixtures, and drains which are clogged due to Homeowner negligence or lack of maintenance. If a problem occurs, the Homeowner should consult with us for a proper course of action. Where defective construction is shown to be the cause, we will assume the cost of the repair; where Homeowner negligence or lack of maintenance is shown to be the cause, the Homeowner shall assume all repair cost.

13.7.1 Observation: Plumbing pipes freeze and burst.

Performance Standard: Drain, waste, and water supply pipes are to be adequately protected to prevent freezing during normally anticipated cold weather.

Responsibility: It is the Homeowner's responsibility to drain or otherwise protect lines and exterior faucets commonly exposed to freezing temperatures, including closing and protection of foundation vents in crawl space foundation areas, when applicable.

The Homeowner is also responsible for maintaining suitable temperatures in the home as a safeguard against freezing pipes and in no event should a Homeowner turn off the home's service of heat while vacationing or otherwise being away from the home.

14 HVAC

14.1 Interior Climate Control

Note: Remodeling Specific: The contractor is responsible only for areas of the property worked on and specified in the contract, and not for the entire house.

a. Service and Maintenance Tips

A complete and correct understanding of your heating and cooling equipment can help you minimize your energy consumption. Your home may be equipped with a gas or electric furnace, with or without air conditioning or an electric heat pump which provides both heating and cooling. One basic rule applies to all these systems: during the heating season the thermostat should be set to maintain the lowest temperature at which you are comfortable in your home. Each degree of higher temperature setting results in a marked increase in the fuel consumption. Likewise, during the cooling season, each degree of lower setting also increases fuel consumption by a significant amount. All the HVAC systems utilize a furnace, ductwork, registers, filter, and a thermostat to control the temperature in the home.

Thermostat

The thermostat controls the temperature produced by the HVAC system. If your home is heated by a warm air system, your thermostat may also have controls for converting the system from heating to cooling and vice versa.

Registers

The registers in your home help to regulate the flow of air to maintain the desired temperature. Personal taste in comfort levels may require slight adjustments in the registers to keep each living area at the desired temperature. If your lower level is too cool in the winter, start closing upper level registers until the desired results are obtained. If your upper level is too warm in the summer, close lower level registers until the desired result is obtained.

Maintenance

In all forced air heating systems, the basic requirement for maintaining economical operation of your furnace is to keep the air filter clean. Building activity in and around the home creates excessive amounts of dust and dirt, and the filter should be checked and replaced monthly.

With outdoor heating/cooling units, it is important to keep leaves and snow from around the unit, and to keep the unit level for maximum efficiency. It is also recommended to have a qualified person annually clean the mildew that collects on the evaporator and condenser coils. The heat exchanger should also be checked regularly for damage or defects. You might also notice steam rising from your outdoor heat pump unit during cold weather. This is a normal occurrence when the unit is completing its defrost cycle.

Service

There are some things that you should check prior to calling for service.

1. If your system is operating but is not providing adequate heating or cooling, check the following:

- Filter
- Thermostat setting.

2. If your system doesn't function at all, check circuit breakers to see if they have tripped. Circuit breakers may be reset by switching all the way to "off" and then to "on". *NOTE:* Gas furnaces may have a separate switch located near the furnace unit inside the home. If the circuit breakers trip immediately after resetting, call a repairman for services. Interruptions of power (such as during electrical storms when lights blink) can cause a circuit breaker to trip. If your system malfunctions during or just after a thunderstorm, the circuit breakers would be the first item to check.

Whatever system you have in your home, it should be checked and cleaned by a professional repairman. See your instruction manual for the recommended frequency of care for your system. You may wish to contact your HVAC contractor to establish a regular maintenance program.

b. Standards

14.1.1 Observation: Inadequate heating.

Performance Standard: The heating system shall be capable of producing an inside temperature of 70 degrees F, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor winter design conditions. Temperature at the thermostat will be plus or minus 3° F from the set point temperature. Federal, state, or local energy codes shall supersede this standard where such codes have been adopted.

Responsibility: We will correct heating system to provide the required temperatures.

14.1.2 Observation: Inadequate cooling.

Performance Standard: Where air conditioning is provided, the cooling system shall be capable of maintaining a temperature of 78 degrees F, as measured in the center of each room at the height of 5 feet above the floor, under local outdoor summer design conditions. Temperature at the thermostat will be plus or minus 3° F from the set point temperature. In the case of outside temperatures exceeding 95 degrees F, a differential of 17 degrees F from the outside temperature will be maintained. Federal, state, or local energy codes shall supersede this standard where such codes have been adopted.

Responsibility: Contractor will correct cooling system to meet temperature conditions, in accordance with specifications.

14.1.3 Observation: Condensation lines clog.

Performance Standard: None.

Responsibility: Condensation lines will clog eventually under normal use. This is a Homeowner maintenance item. Contractor shall provide unobstructed condensation lines at the time of first occupancy.

14.1.4 Observation: Improper mechanical equipment operation of evaporative cooling system.

Performance Standard: Equipment should function properly at temperature standard set without unreasonable fuel consumption.

Responsibility: Contractor will correct and adjust so that blower and water systems operate as designed.

14.1.5 Observation: Noisy ductwork.

Performance Standard: When metal is heated, it expands and when cooled, it contracts. The result is “ticking” or “crackling” which is to be expected.

Responsibility: None.

14.1.6 Observation: Oil canning.

Performance Standard: The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not “oilcan”. The booming noise caused by “oil canning” is not acceptable.

Responsibility: Contractor will correct to eliminate this sound during the Warranty Period.

14.1.7 Observation: Ductwork separates or becomes unattached.

Performance Standard: Ductwork shall remain intact and securely fastened.

Responsibility: Contractor will reattach and re-secure all separated or unattached ductwork.

14.1.8 Observation: Refrigerant lines leak.

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

Responsibility: We will repair leaking refrigerant lines and recharge unit, unless damage was caused by the Homeowner.

14.2 Air Infiltration and Drafts

Observation: Air infiltrates around exterior doors or windows.

Performance Guideline: Some infiltration is usually noticeable around doors and windows, especially during high winds. No daylight shall be visible around the frame when the window or door is closed. *Remodeling Specific: See Note at beginning of chapter*

Corrective Measure: The contractor shall repair to meet the performance guideline.

Discussion: Proper repair can be performed by adjusting or installing weather stripping around doors and windows. In high-wind areas, the consumer may elect to have storm windows and doors installed to further reduce drafts.

14.2.1 Observation: A draft comes through an electrical outlet.

Performance Guideline: Electrical outlets and switch boxes on exterior walls may allow cold air to flow through or around an outlet into a room. *Remodeling Specific: See Note at beginning of chapter*

Corrective Measure: No action is required of the contractor. The consumer may elect to install foam insulation pads under switch and outlet plates to help decrease drafts.

14.3 Humidity Control and Condensation

14.3.1 Observation: Water, ice, or frost is observed on a window.

Performance Guideline: Windows will be installed in accordance with the manufacturer's instructions and applicable building code.

Corrective Measure: No action is required of the contractor unless the water, ice, or frost is directly attributed to faulty installation (that deviates from the manufacturer's instructions and/or applicable building code).

Discussion: Condensation usually results from conditions beyond the contractor's control. Moisture in the air can condense into water and collect on cold surfaces, particularly in the winter months when the outside temperature is low. Blinds and drapes can prevent air within the building envelope from moving across the cold surface and picking up the moisture. Occasional condensation (water) in the kitchen, bath, or laundry area is common. It is the consumer's responsibility to maintain proper humidity by properly operating heating and cooling systems and allowing moving air within the home to flow over the interior surface of the windows.

14.3.2 Observation: The ductwork makes noises.

Performance Guideline: Ductwork will be constructed and installed in accordance with

applicable mechanical code requirements. *Remodeling Specific: See Note at beginning of chapter*

Corrective Measure: Unless the duct is not in compliance with the local code, no corrective action is required.

Corrective Measure: Condensate lines will eventually clog under normal use. The contractor will provide unobstructed condensate lines at the time of substantial completion of the project. The consumer is responsible for maintaining them in that condition.

14.3.3 Observation: There is a refrigerant leak.

Performance Guideline: Refrigerant lines and fittings shall not leak during normal operation. *Remodeling Specific: See Note at beginning of chapter:*

Corrective Measure: The contractor will repair leaking refrigerant lines and recharge the air-conditioning unit unless the damage was caused by the consumer's actions or negligence.

14.3.4 Observation: There is condensation on the outside of air handlers and ducts.

Performance Guideline: Moisture may condense on the exterior surfaces of air handlers and ducts under some temperature differences and high humidity levels. *Remodeling Specific: See Note at beginning of chapter:*

Corrective Measure: No action is required of the contractor, unless the condensation is directly attributed to faulty installation.

Discussion: Condensation usually results from conditions beyond the contractor's control. Moisture in the air can condense (to form water) and collect on cold duct surfaces, particularly in the summer months when the outside humidity is high.

14.3.5 Observation: Kitchen or bath fans allow air infiltration.

Performance Guideline: Bath and kitchen fans shall be installed in accordance with the manufacturer's instructions and code requirements.

Remodeling Specific: See Note at beginning of chapter:

Corrective Measure: No action is required of the contractor if fans meet the guideline.

Discussion: It is possible for outside air to enter the house through a ventilation fan. The dampers in most fans do not seal tightly. It is possible for the damper to be lodged open due to animal activity (including nesting in the outside opening), or the accumulation of grease, lint, and other debris. Maintenance of ventilating fans is the consumer's responsibility.

14.3.6 Observation: HVAC vent or register covers protrude more than 1/16-inch from a smooth wall or ceiling surface.

Performance Guideline: Registers shall not protrude more than 1/16-inch from the wall surface at the time of substantial completion of the project. *Remodeling Specific: See Note at beginning of chapter:*

Corrective Measure: The contractor shall comply with the performance guideline.

Discussion: Registers and grills may deflect over time. This can result in gaps occurring between the grill or register and the wall or ceiling. As long as the vent or register is securely attached, this is not a warranty item.

Discussion: Squeaks in risers or treads may occur when a riser has

15.0 ELECTRICAL

Electrical Systems

a. Service and Maintenance Tips

To provide complete safety, high-quality electrical wiring, outlets and switches have been installed in your new home to meet both local and federal standards of safety. Part of the electrical system is located in the circuit breaker terminal box. It is here that electrical power enters and is distributed throughout the home. Large appliances or too many small appliances on one circuit may cause the circuit breaker to trip. Other causes of a breaker tripping could be:

1. Worn-out cords
2. Defective plug connections
3. Defective appliances
4. Starting of electrical motors (motors require more current to start than they use while running)

To restore electrical power to its circuit:

1. Remove plug or plugs which may be causing the overloading.
2. Reset the circuit breaker by pushing it all the way to the off position, and then push the switch to the on position. If the reset switch automatically switches off again, your circuit is still overloaded, or that particular circuit has a short.

If one circuit continues to break, call a qualified electrician. Light fixtures require various wattage of bulbs. The instructions on the fixture should be followed carefully. In no event, should bulbs of higher than recommended wattage be utilized. Problems with appliances should be directed to the appliance manufacturer involved. Selected receptacles in kitchen, baths, garages, and outside of the home are covered by a ground fault interrupter or breaker. These GFI's sense low level ground faults and assure optimum protection for homeowners. Due to the sensitivity of the GFI circuit, it may trip more frequently than other circuits. These receptacles are not to be used for appliances which demand high current usage; such as freezers, refrigerators, and other appliances with motors or compressors.

WARNING

“Do it yourself” electrical wiring is dangerous and will void the Warranty. The electrical circuit in your home has been designed for trouble free services and safety. If you desire additional wiring, call a qualified electrician. Don’t jeopardize your home and the lives of your family and yourself by installing unauthorized circuits.

b. Standards

15.1.1 Observation: Fuses blow or circuit breakers “kick out”.

Performance Standard: Fuses and circuit breakers which deactivate under normal usage when reset or replaced are deficient.

Responsibility: We will check wiring circuits for conformity with local, state, or approved National Electrical Code requirements. We will replace wiring or breakers if they do not perform adequately or are defective.

15.1.1 Observation: Malfunction of electrical outlets, switches or fixtures.

Performance Standard: All switches, fixtures, and outlets should operate as intended.

Responsibility: We will repair or replace defective switches, fixtures, and outlets.

15.1.2 Observation: Ground fault circuit interrupter and arc fault trips frequently.

Performance Standard: Ground fault interrupters and arc faults are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily. Ground fault interrupters are required in outlets located in the garage, kitchen, bath, and powder room along with all exterior outlets. Ground fault interrupters should operate as intended.

Responsibility: We will install ground fault interrupters in accordance with applicable electrical codes. We will replace the device if found to be defective.

Note: Remodeling Specific: The contractor is responsible only for areas of the property worked on and specified in the contract, and not for the entire house.

Corrective Measure: No action is required of the contractor. This is a common condition.

Corrective Measure: The contractor will check wiring circuits and components for conformity with applicable electrical code requirements. The contractor will correct noncompliant elements.

Discussion: Blown fuses and tripped breakers are symptoms of a problem in some part of the electrical system in the home or some consumer product connected to the system. Although defective components are possible, most electrical malfunctions are caused by consumer-owned fixtures and appliances. The consumer should unplug or disconnect fixtures and appliances on the circuit and then replace the fuse or reset the breaker. If the problem recurs, the contractor should be notified.

15.1.3 Observation: A ground fault circuit interrupter (GFCI) or arc fault circuit interrupter (AFCI) trips frequently.

Performance Guideline: Ground fault and arc fault circuit interrupters shall perform as

designed. Remodeling Specific: See Note at beginning of chapter

Corrective Measure: The contractor will install ground fault and arc fault circuit interrupters in accordance with applicable electrical codes. Tripping is to be expected and is not covered unless it is caused by a component failure or incorrect installation.

Discussion: Both ground fault and arc fault circuit interrupters are very sensitive devices and are easily tripped. GFCIs protect outlets in wet areas (for example, bathrooms, kitchens, garages, exterior, etc.). Outlets protected by GFCIs may be connected in series; it may not be readily apparent that an inoperative convenience outlet is the result of a tripped GFCI in another room (and not necessarily in the electrical panel). AFCIs sometimes are installed to protect bedroom circuits. The most common cause of tripping by AFCIs is damaged cords or plugs on consumers' lamps, small appliances, or other devices. AFCIs are usually found in the electrical pane

15.3 Fuses and Circuit Breakers

15.3.1 Observation: A fuse blows or a circuit breaker trips.

Performance Guideline: Fuses and circuit breakers shall not be tripped by normal usage.

Remodeling Specific: See Note at beginning of chapter:

15.3.2 Observation: An exhaust fan discharges into attic or crawl space.

Performance Guideline: Fans shall discharge as required by applicable codes.

Remodeling Specific: See Note a beginning of chapter

Corrective Measure: The contractor shall repair to meet performance guideline.

15.4 Smoke Detectors

a. Service and Maintenance Tips

Smoke detectors should be vacuum cleaned semi-annually and checked for replacement 5 years after settlement. Replace battery semi-annually.

b. Standard

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

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

15.4.2 Observation: A smoke detector "chirps."

Performance Guideline: A smoke detector should not "chirp" at substantial completion of the project.

Remodeling Specific: See Note at beginning of chapter

Corrective Measure: The contractor will repair or replace the smoke detector to eliminate chirping.

Discussion: Most smoke detectors are powered by both the home's electrical power and a backup battery "Chirping" is an indication that the battery is weak or is not installed. If the chirping occurs on a new smoke detector, the contractor will check the battery, verify that the detector is wired correctly, and replace the device if necessary Safety officials recommend that consumers change the batteries in smoke detectors semi-annually when daylight-saving time begins and ends.

15.5 Outlets and Lights

15.5.1 Observation: Electrical outlets, switches, or fixtures malfunction.

Performance Guideline: All electrical outlets, switches, and fixtures shall operate as designed. Remodeling Specific; See Note at beginning of chapter

Corrective Measure: The contractor will repair or replace malfunctioning electrical outlets, switches, and fixtures, if supplied and installed by the contractor.

15.5.2 Observation: Wiring fails to carry its designed load.

Performance Guideline: Wiring shall be capable of carrying the designed load for normal residential use. Remodeling Specific: See Note at beginning of chapter

Corrective Measure: The contractor will verify that wiring conforms to applicable electrical code requirements. The contractor will repair wiring not conforming to code.

15.5.3 Observation: A light fixture is tarnished.

Performance Guideline: Finishes on light fixtures may be covered under the manufacturer's warranty.

Remodeling Specific: See Note at beginning of chapter

Corrective Measure: No action is required of the contractor. Consumer should contact manufacturer.

15.5.4 Observation: Receptacle or switch covers protrude from the wall.

Performance Guideline: Receptacle or switch covers should not be more than 1/16-inch from the adjoining wall surface.

Remodeling Specific: See Note at beginning of chapter

Corrective Measure: The contractor will adjust the covers to meet performance guideline.

15.5.5 Observation: The consumer's 220-volt appliance cord does not fit the outlet provided by the contractor.

Performance Guideline: The contractor shall install electrical outlets required by applicable electrical code.

Remodeling Specific: See Note at beginning of chapter

Corrective Measure: No action is required of the contractor.

Discussion: The consumer is responsible for obtaining an appliance cord that fits the outlets provided by the contractor.

15.6 Fans

15.6.1 Observation: A ceiling fan vibrates excessively and/or is noisy.

Performance Guideline: The contractor shall install ceiling fans in accordance with the manufacturer's instructions (including blade balances).

Remodeling Specific: See Note at beginning of chapter

Corrective Measure: The contractor shall correct any fan installation not in accordance with the performance guideline if the fan was supplied and installed by the contractor.

Performance Guideline: Skylights shall be installed in accordance with the manufacturer's instructions. Leaks resulting from improper installation are considered excessive. Condensation on interior surfaces is not a leak and is not considered a defect.

Corrective Measure: The contractor will repair any improperly installed skylight to meet the performance guideline.

Discussion: Condensation on interior surfaces is not a leak.

Responsibility: We will check wiring for conformity with local, state, or approved national electrical code requirements. We will replace wiring if it fails to carry the design load.

16.0 FIRE SUPPRESSION SPRINKLER SYSTEM

a. Standard

The pipes are filled with water under pressure from the domestic water supply. In the unfortunate event of a fire, the heat from the fire will open the sprinkler head and water will spread over the fire. All sprinkler heads operate independently; therefore, not all heads will open at one time. You should not install ceiling fans or other objects which might affect the spray pattern of the head without first contacting a qualified fire protection professional. Sprinkler pipes have been installed in your attic and covered with insulation. You should use extreme caution when you enter your attic to avoid stepping on the pipe or removing insulation from around the pipe. We also recommend that you inform any workmen who may need to enter your attic of this also. The sprinkler pipes are full of water so it is very important that you do not turn your heat off during cold weather. FROZEN SPRINKLER PIPES WILL CRACK. Painting the sprinkler heads or hanging anything from them will violate the building code and could result in improper operation of the system. A minimum monthly maintenance program should include the following:

1. Visually inspect all sprinklers to ensure against obstruction of spray.
2. Inspect all water supply valves to assure that they are open.
3. Test all water flow devices if applicable.
4. Maintain and test all smoke detectors.

IV. APPENDIX A - DEFINITIONS

DEFINITIONS In general - In this subtitle the following words have the meanings indicated.

A. Appliances, Fixtures, and Items of Equipment -

“Appliances, fixtures, and items of equipment” means furnaces, propane tanks and fittings, air purifiers, air handling equipment, ventilating fans, air conditioning equipment, water heaters, pumps, stoves, refrigerators, garbage disposals, compactors, dishwashers, automatic door openers, washers and dryers, bathtubs, sinks, toilets, faucets and fittings, lighting fixtures, circuit breakers, and other similar items.

B. Builder or Contractor– Evolution Custom Homes, Inc. a Utah corporation.

C. Electrical Systems - “Electrical Systems” means all wiring, electrical boxes, switches, outlets and connections up to the public utility connection.

D. Heating, Cooling and Ventilating Systems - “Heating, cooling, and ventilating systems” means all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

E. Load-bearing portions of the Home - “Load-bearing portions of the home” means the load-bearing portions of the:

1. Foundation system and footings;
2. Beams;
3. Girders;
4. Lintels;
5. Structural columns;
6. Load-bearing walls and partitions;
7. Floor framing systems; and
8. Roof framing system.

F. Local Jurisdiction - “Local Jurisdiction” means any local governmental entity having permit and inspection requirements for the construction of a new home.

G. New Home

1. “New Home” means every newly constructed private dwelling unit and the fixtures and structure that are made a part of a newly constructed private dwelling unit at the time of construction.
2. “New Home” does not include:
 - (i) Outbuilding, including detached garages and detached carports, except outbuildings that contain plumbing, electrical, heating, cooling, or ventilation systems serving the new home;
 - (ii) Decks;
 - (iii) Boundary walls;
 - (iv) Retaining walls not necessary for the structural stability of the new home;
 - (v) Landscaping;
 - (vi) Fences;
 - (vii) Off-site improvement;
 - (viii) Appurtenant recreational facilities, and
 - (ix) Other similar items.

H. New Home Warranty - “New Home Warranty” that meets the requirements of this subtitle.

I. Owner - The “Owner” is defined as the original purchaser(s).

J. Plumbing Systems - “Plumbing Systems” means:

1. Gas supply lines and fittings;
2. Water supply, waste, and vent pipes and their fittings;
3. Septic tanks and their drain fields;

4. Water, gas, and sewer service piping and their extensions to the tie-in of a public utility connection; or
5. On-site wells and sewage disposal systems.

K. Structural Defect

1. “Structural Defect” means any defect in the load-bearing portions of a new home that adversely affects its load-bearing function to the extent that the home becomes or is in serious danger of becoming unsafe, unsanitary, or otherwise uninhabitable.
2. “Structural Defect” does not include damage caused by movement of the soil:
 - (i) Resulting from a flood, earthquake, acts of God, or
 - (ii) For which compensation has been provided.
 - (iii) Accidental loss or damage from causes beyond the fault and control of us, including but not limited to the following: fire, explosion, smoke, water escape, windstorm, frost, hail, lightning, flood, blasting, mining, falling trees, changes in the underground water table not reasonably foreseeable and earth movement not attributable to negligence on the part of us or its subcontractors or employees.

L. Warranty Date - “Warranty Date” means the first day that the original Purchaser occupies the new home, settles on the new home, makes the final contract payment on the new home, or obtains an occupancy permit for the new home if the home is built on the owner’s property, whichever occurs first.

M. Warranty Period – “Warranty Period” means the period of warranty coverage for one year commencing on the Warranty Date.

IV. APPENDIX B - BUILDING CODES

BUILDING CODES

Your home will be built according to the codes in force in your particular region during the time of construction.

Homeowner Limited Warranty

Name(s) of Original Purchaser(s):

Lot No.:

Community:

Municipality:

Note: Special, incidental and consequential damages are excluded under paragraph 10a, and implied warranties are limited under paragraph 10b. **Please be sure to read this entire Homeowner Limited Warranty** (the “Warranty”), including paragraphs 10a and 10b.

SPECIAL WARNING REGARDING WINDOW SCREENS

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

1. PERSONS PROTECTED

This Warranty of _____ (the “Builder”) is extended to the original purchaser(s) identified above of the designated home (the “Home”) within the applicable warranty periods for residential purposes (the “Purchaser”). The Warranty is non-transferable.

2. WARRANTY DATE

The “Warranty Date” is the first day the original Purchaser occupies the new home, settles on the new home, makes the final contract payment on the new home, or obtains an occupancy permit for the new home, whichever occurs first.

3. ONE YEAR LIMITED WARRANTY ON THE BASIC HOME

Builder warrants that the Home and driveway, walkways, steps, patios, porches, fences (if any) and decks (if any) supplied by Builder with the Home under the same purchase agreement will be free from defects in materials and workmanship of the original construction for a period of one (1) year from the Warranty Date.

4. MANUFACTURERS' WARRANTIES

Some appliances, equipment and other components included in the Home will be covered by separate written warranties of the manufacturers or suppliers of those items. These manufacturers' warranties are hereby assigned to the Purchaser as of the Warranty Date. All of the separate manufacturers' warranties represent the obligations of the manufacturers or suppliers of those components, and they are not warranties of the Builder. If and when any item covered by such a manufacturer's warranty is defective, the Purchaser must contact the manufacturer or supplier directly to seek the performance of the applicable manufacturer's warranty.

5. EXCLUSIONS FROM WARRANTY COVERAGE

- a. Damage to real property that is not part of the Home covered by the Warranty or that is not included in the purchase price.
- b. Bodily injury or damage to personal property.
- c. Any defect in material supplied or work performed by anyone other than the Builder or the Builder's employees, agents or subcontractors.
- d. Any damage that the Purchaser has not taken timely action to minimize or for which the Purchaser has failed to provide timely notice to the Builder.
- e. Normal wear and tear or normal deterioration.
- f. Insect damage, except where the Builder has failed to use proper materials or construction methods as required by local building codes.
- g. Any loss or damage that arises while the Home is being used for nonresidential purposes.
- h. Any damage to the extent it is caused or made worse by negligence, improper maintenance or improper operations by anyone other than the Builder or the Builder's employees, agents, or subcontractors.
- i. Any damage to the extent it is caused or made worse by changes in grading or the ground by anyone other than the Builder, the Builder's employees, agents or subcontractors. Any damage caused or made worse by the failure of the Purchaser to maintain adequate heat or air conditioning in the Home.
- j. Any damage caused or made worse by a heavy item such as a waterbed or pool table. If Purchaser desires to use such an item, Purchaser should consult a structural engineer for advice on whether the floors of the Home can withstand the weight of the particular item desired to be used in the Home.
- k. Any loss or damage caused by acts of God or natural occurrences.
- l. Any loss or damage caused by naturally occurring gases such as radon and methane.

6. REMEDIAL ACTIONS TO BE TAKEN BY BUILDER

If and when a defect for which the Builder is responsible under Sections 3, 4 or 5 of this Warranty occurs, the Purchaser must give prompt and written notice to the Builder in the manner specified in Section 11. In that event, the Builder will repair, replace, or pay the reasonable cost of repairing or replacing the defective component. Builder reserves the right to decide in its own discretion which of those remedies it will provide. If the Builder voluntarily offers or furnishes any remedy not legally required of it in any one instance, that action will not create an obligation to do so in any other instance; nor will any remedial action taken by the Builder at any time extend the time periods or alter the scope or conditions of the Warranty relating to the Home.

7. SUBROGATION

If the Builder repairs, replaces or pays the cost of repairing or replacing under this Warranty any defect or component for which the Purchaser is covered by a manufacturer's warranty or by insurance, the Builder will be subrogated, automatically, to the rights of the Purchaser under that manufacturer's warranty or insurance coverage, to the extent of the costs paid or incurred by the Builder.

8. ADDITIONAL LIMITATIONS

a. Under no circumstances will the Builder be liable for special, incidental or consequential damages (including, but not limited to, bodily injury, death, loss of the use of the Home, damage to property of any kind not furnished by the Builder, or attorney's / expert's / consultant's fees and costs), regardless of the form of action or legal theory under which any claim is asserted against the Builder for breach of warranty, breach of contract, negligence or strict liability.

b. There is no express warranty of any kind, or implied warranty obligation (including, but not limited to, any implied warranty of merchantability, habitability, or fitness for a particular purpose) given or undertaken by the Builder in connection with the construction or sale of the Home, and relating to the quality or condition of any part of the Home, except for this Warranty. No officer, employee or agent of the Builder is authorized to grant any other express warranty or representation or undertake any implied warranty obligation beyond the provisions of this Warranty at any time. The repair, replacement or payment remedy selected by the Builder will be the exclusive remedy for which the Builder will be liable with respect to the pertinent defect. In no event will the Builder be liable for repair costs or other Warranty obligations amounting in the aggregate to more than the purchase price of the Home.

9. PROCEDURE FOR MAKING ADJUDICATING CLAIMS

Warranty claims for all plumbing, electrical and HVAC systems along with fixtures, appliances, roofing, shall be made by the Owner directly to the sub contractor or manufacturer.

All other claims shall be noted at the eleven month walk through which will be scheduled at the Final Walk Through prior to closing. A list of the pertinent sub contractors and material suppliers will be given to the Owner at the Final Walk Through

10. EFFECT OF OTHER LAWS ON WARRANTY PROVISIONS

Notwithstanding any other provision of this Warranty, the Purchaser's rights and the Builder's obligations hereunder shall be without any force and effect and this Warranty shall be deemed superseded by any U.S. Government required warranty or other third party warranty provided to Purchaser as required by local jurisdictions.

11. NOTICE REGARDING DELIVERY OF HOMEOWNERS MANUAL AND WARRANTY INFORMATION TO FUTURE PURCHASERS

In the event that you eventually decide to sell your Home, it is your responsibility to deliver this Homeowner's Manual and the Warranty information which it contains to any subsequent owner of the home. This limited warranty is fully non-transferable therefore this information should be delivered to the new owner solely for information purposes regarding maintenance of the home.