



# Industry Construction Standards

Addendum

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## **Introduction**

The following Industry Construction Standards are industry standards that have been developed by the National Homebuilder's Association, National Construction Standards and by other extended warranty programs (i.e. 2-10 Home Buyers Warranty (2-10 HBW), Residential Warranty Corporation (RWC), Home Owners Warranty (HOW) and other such warranty programs that buyers may purchase. They clearly define standards, remedies, and exclusions that buyers and Insurers/builders agree to so there is no question of what is an acceptable standard/remedy – and what is not.

These Industry Construction Standards apply only to the One Year Workmanship. While it is virtually impossible to develop a Construction Standard for each possible deficiency, the construction industry has attempted to isolate the most common actual physical damage deficiencies that occur and in so doing, list the extent of the Builder's/Insurer's and Buyers responsibility. Where a specific Construction Quality Standard has not been specified, the standard practice of the construction industry will apply/prevail.

The following Industry Construction Standards are expressed in terms of required standards that a builder should meet. Noncompliance with these construction standards calls for corrective action by the builder. Builder will try to its best ability to match and replace with Homebuyer's original choice of colors and materials, except where Homebuyer custom-ordered the items. Builder cannot be responsible for discontinued items, changes in dye lots, colors or patterns, or items ordered outside of the original construction.

# ITEMS COVERED FOR THE FIRST YEAR OF THE WARRANTY PERIOD

## 1. Site Work

### **1.1 Grading**

#### Deficiency

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

#### Construction Standard

Some settling, especially next to the home foundation is to be expected. Settling of ground around foundation walls, utility trenches or other filled areas that exceeds a maximum of six inches from finished grade established by Builder.

#### Builder/Warrantor Responsibility

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

#### Exclusion

If buyer has landscaped the yard or in anyway altered the grade of the yard, buyer will remove the shrubs and other landscaping so builder can provide fill. Buyer is then responsible to replace buyer's shrubs and Landscape.

### **1.2 Drainage**

#### Deficiency

Improper surface drainage.

#### Construction Standard

Necessary grades shall be established to provide proper drainage away from the Home. Site drainage, is limited to grades within 10-feet of the foundation of the Home. The possibility of standing water after an unusually heavy rainfall, snowfall and melt should be anticipated even within the drainage areas and is not to be considered a deficiency. Because of soil contents, absorption rates, water/soil saturations, yard size, slopes, sprinkling systems, drainage of yard and drainage of neighboring yards, standing water outside of the site drainage is not considered a deficiency. NO grading determination is to be made while there is frost or snow or when the ground is saturated.

#### Builder/Warrantor Responsibility

Responsible for initially establishing the proper grades, swells and drainage away from Home.

#### Exclusion

1. Standing or ponding water beyond 10-feet from the foundation of the Home, or that is within 10-feet that is caused by unusual heavy rains or snowfall, sprinkling systems or unusual grade conditions, side yards, retainage of treed areas, or sodding done by Homeowner – is not considered a defect.

2.. Water traps next to foundation caused by minimal settling (less than the construction standard of 1.1) especially next to down spouts, or caused by Buyer curbing/bordering planter areas is not considered a Builder nor construction defect. Buyer shall regularly inspect and re-grade dirt around the home and especially next to downspouts to provide/allow proper water drainage away from home. Soil erosion and runoff caused by failure of the Homeowner to maintain the properly established grades, drainage structures and swales; stabilized soil, sodded, seeded and landscaped areas are excluded from Warranty Coverage.

3. The Buyer is responsible for checking and maintaining such grade and swales once properly established by Builder to prevent runoffs and erosion of soil. Any damaged caused by lack of such or negligence of such – including window area wells filling with surface water, flooding basements or water running down to the footing and foundation level causing structural damage is not considered a Builder nor construction defect nor covered under Warranty Coverage.

#### Deficiency

Grassed or landscaped areas, which are disturbed or damaged due to work on the property in correcting a deficiency.

#### Construction Standard

NONE. NO COVERAGE. Landscaped areas that are disturbed during repair work are defects.

#### Builder/Warrantor Responsibility

Restore grades, seed and landscape to meet original condition unless contracted otherwise.

#### Exclusion

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

#### Deficiency

Exterior walkout basement sump drain does not sufficiently drain/handle surface rain/snow or hose water.

#### Construction Standard

Provide sump drains by exterior doors below the ground surface such as walkout basements with retaining walls for potential surface water with limited capacity. Because code does not allow exterior drains to be connected to the sewer system and because of soil contents, absorption rates, water/soil saturations, yard size, slopes, sprinkling systems, and drainage of yard standing water on drains is not considered a deficiency.

Builder/Warrantor Responsibility

NONE - No coverage. Buyer/owner assumes all responsibility in flooding of drain system should it not be able to handle exterior surface water

Exclusion

The Buyer is responsible for checking and maintaining drains and may need to control flow of yard, etc. to minimize runoff to the sump drain. Any damaged caused by surface water, flooding basements or causing damage is not considered a Builder nor construction defect nor covered under Warranty Coverage.

### **1.3 Landscaping/Sprinklers**

Deficiency

Landscaping (bushes, grass, sod, seed, trees, etc) is not thriving, or dies or is dying.

Construction Standard

NONE: Buyer is responsible for proper care for new lawns and plans and must follow landscape instructions in watering, care, fertilizing, and mowing including but not limited to deep water trees and shrubs once or twice a week during the hottest part of the summer as sprinklers alone may not provide enough water to keep new plants/trees. Even with all of this, some plants may not take hold, struggle and die.

Builder/Warrantor Responsibility

NONE. NO COVERAGE. Buyer acknowledges that the Builder does not warranty landscaping in any way. Rather the landscape company provides said warranty should they provide a warranty and any landscape warranty issues are to be directed to the landscape company. Buyer acknowledges the Builder is not responsible for the loss of any trees, bushes or grass.

Exclusion

NO EXCLUSIONS

Deficiency

Sprinklers do not provide adequate coverage and leave dry spots.

Construction Standard

Sprinklers should provide water to all designated areas. Buyer is responsible for proper care and watering times and to provide proper watering for lawns including but not limited to deep water trees and shrubs once or twice a week by hand during the hottest part of the summer as sprinklers alone may not provide enough water to keep new plants/trees. Even with all of this, some plants and lawns may not take hold, struggle and die.

Builder/Warrantor Responsibility

NONE. NO COVERAGE. Buyer acknowledges that the Builder does not warranty sprinklers or sprinkling systems in any way. Rather the landscape company provides said warranty. Should the landscape company not provide a warranty, the buyer is responsible to inspect and accept before closing on the home. Buyer agrees that any warranty, landscape, or sprinkler questions or issues are to be directed to the landscape/sprinkler company. Buyer acknowledges the Builder is not responsible for any damage or loss due to sprinkler problems.

Exclusion

NO EXCLUSIONS

## **2. Concrete**

### **2.1 Cast-in Place Concrete**

Deficiency

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

Construction Standard

Non-structural cracks are not unusual in concrete foundation walls. Normally cracks may be visible coming off a corner of a window or joint, Cracks greater than 1/8-inch are deficiencies.

Builder/Warrantor Responsibility

Repair non-structural cracks in excess of 1/8-inch by surface patching. These repairs should be made toward the end or the first year of the warranty Coverage to permit normal stabilizing of the Home by settling.

Exclusion

Shrinkage cracks are common and should be expected and is not a structural defect. Surface patching and epoxy injection are examples of acceptable repair methods.

Deficiency

Basement cold storage under front porch leaks water into cold storage.

Construction Standard

Cracks are not unusual in concrete and often porches will have controlled joints (cracks) placed into the porches to control cracks. Water leaking through these cracks is not a deficiency.

Builder/Warrantor Responsibility

Repair cracks in excess of 1/8-inch by surface sealing/patching with silicone or some other sealant. These repairs should be made toward the end or the first year of the warranty Coverage to permit normal stabilizing of the Home by settling. Builder to caulk against house material (brick, siding, etc.) and front porch concrete should water leakage be determined as an acceptable remedy.

Exclusion

Shrinkage cracks are common and should be expected and is not a structural defect. Surface patching and epoxy injection are examples of acceptable repair methods. Buyer accepts cracking and surface patching. If cold storage porches are uncovered they will be especially prone to water leakage and has no warranty provided. Water leakage into cold storage caused by washing porch, pressure washes or with forcing wind and rains is not covered.

Deficiency

Cracking of basement floor.

Construction Standard

Minor cracks in concrete basement floors are common. Cracks exceeding 1/4-inch in width or 1/4-inch in vertical displacement are deficiencies.

Builder/Warrantor Responsibility

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

Exclusion

Concrete cracks are expected and is not a structural defect. Cold joints are not put in the basement/garage areas even with controlled joints cracking outside these joints may occur.

Deficiency

Cracks in attached patio slab, walks and drives.

Construction Standard

NONE. NO COVERAGE

Builder/Warrantor Responsibility

NONE

Exclusion

NO COVERAGE is provided for this element under this Section of the warranty. Concrete cracks are expected and is not a structural defect. Even with controlled joints cracking outside these joints may occur. Also color differences in concrete is not a deficiency for warranted.

Deficiency

Cracks in attached garage floor slab.

Construction Standard

NONE. NO COVERAGE

Builder/Warrantor Responsibility

NONE

Exclusion

NO COVERAGE is provided for this element under this Section of the warranty. Concrete cracks are expected and is not a structural defect. Garage and basement slabs normally do not have controlled joints and even with controlled joints cracking outside these joints may occur.

Deficiency

Cracks in concrete slab-on-grade floors, with finish flooring.

Construction Standard

Cracks that rupture or significantly impair the appearance or performance of the finish flooring material are deficiencies.

Builder/Warrantor Responsibility

Repair cracks as required so as not to be apparent when the finish flooring material is in place. Repair or replace finish flooring.

Deficiency

Uneven concrete floor slabs.

Construction Standard

Except for basement floors or where a floor or a portion of floor has been designed for specific drainage purposes, concrete floors in rooms finished for habitability by Builder shall not have pits, depressions or area or unevenness exceeding 1/4 -inch in 32-inches.

Builder/Warrantor Responsibility

Repair/replace to meet the Standard. Where applicable, surface patching is an accepted method of repair. Reinstall or replace any finish flooring material as necessary.

Deficiency

Interior concrete work is pitting, scaling, or spalling.

Construction Standard

Interior concrete surfaces that disintegrate to the extent that aggregate is exposed and loosened under normal conditions of use are deficiencies.

Builder/Warrantor Responsibility

Builder shall take whatever corrective action is necessary to repair by recoating surface or replacing defective concrete surfaces.

Exclusion

Exterior concrete surfaces and garage slabs are excluded from coverage under this Section of the warranty. Buyer acknowledges concrete surface may peel without proper maintenance. Peeling concrete or surface disintegration is caused by snow not being removed and by allowing cars to drive the snow and ice into the concrete. Disintegration caused by erosion due to salt, chemicals, implements used and other factors is beyond builder's control and is not a warranted deficiency.

Deficiency

Excessive powdering or chalking of interior concrete surfaces.

Construction Standard

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

Builder/Warrantor Responsibility

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

Deficiency

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

Construction Standard

It is common for the joint to crack between concrete and masonry due to the dissimilarity of the materials. Cracks in Excess of 1/4-inch are a deficiency.

Builder/Warrantor Responsibility

Grout crack fully and reset loose masonry where required. Replacement of masonry material, if required, shall match the existing as closely as possible.

Deficiency

Cracking, settling or heaving of stoops and steps.

Construction Standard

NONE. NO COVERAGE

Builder/Warrantor Responsibility

NONE

Exclusion

NO COVERAGE is provided for this element under this Section of the warranty. Buyer acknowledges that because of extreme temperature changes, exterior concrete heaving may occur which is an inherent problem with concrete in colder areas.

Deficiency

Concrete splatters on adjacent surfaces

Builder/Warrantor Responsibility

Builder will correct only if damage is documented prior to occupancy.

Exclusion

Buyer is responsible for establishing a pre-closing walk-through inspection list.

**2.2 Construction and control joints**

Deficiency

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

Construction Standard

NONE. NO COVERAGE

Builder/Warrantor Responsibility

NONE

Exclusion

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

### **3. Masonry**

#### **3.1 Unit Masonry (Brick, Block, and Stone)**

##### Deficiency

Cracks in non-bearing or non-supporting walls.

##### Construction Standard

Small shrinkage cracks running through masonry and mortar joints are not unusual. Cracks in Excess of ¼-inch in width are deficiencies.

##### Builder/Warrantor Responsibility

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

##### Deficiency

Cracks in bearing or supporting masonry walls above grade.

##### Construction Standard

Small hairline cracks running through masonry and mortar joints are not unusual. Cracks in excess of ¼-inch in width are deficiencies.

##### Builder/Warrantor Responsibility

Repair shrinkage cracks in excess of ¼-inch by pointing or patching.

##### Deficiency

Cracks in brick or stone veneer above grade.

##### Construction Standard

Small cracks are common in mortar joints of masonry construction. Cracks ¼-inch or greater in width are deficiencies.

##### Builder/Warrantor Responsibility

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

#### **3.2 Stucco and Cement Plaster**

##### Deficiency

Cracking or spalling of stucco and cement plaster.

##### Construction Standard

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

##### Builder/Warrantor Responsibility

Scrape out cracks and spalled areas. Fill with cement plaster or stucco to match finish and color as close as possible. Note: Builder in not responsible for failure to match color or texture, due to nature of material.

### **4. Carpentry**

#### **4.1 Rough Carpentry**

##### Deficiency

Floors squeak, due to improper installation or loose sub floors.

##### Construction Standard

Loud and objectionable squeaks caused by improper installation or loose sub floor are deficiencies, but totally squeak-proof floors cannot be guaranteed.

##### Builder/Warrantor Responsibility

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

##### Exclusion

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

##### Deficiency

Bowed stud walls, ceilings, floors.

##### Construction Standard

All interior and exterior frame walls or ceilings have slight variations on the finish surfaces. Bowing should not be visible so as to detract from the finished surface. Walls or ceilings that are bowed more than ½-inch within a 36-inch horizontal or vertical measurement are deficiencies.

Builder/Warrantor Responsibility

Exterior and interior frame walls or ceilings bowed in excess of the allowable standard shall be corrected to meet the allowances or the construction standard.

Deficiency

Wood frame walls out of plumb.

Construction Standard

Wood frame walls that are out of plumb more than 1-inch in an 8-foot vertical measurement are a deficiency.

Builder/Warrantor Responsibility

Make necessary repairs to meet the allowable standard.

Deficiency

Warping, checking, or splitting of wood framing which affects its intended purpose is a deficiency.

Construction Standard

Minor warping, checking, or splitting of wood framing is common as the wood dries out and is not considered a deficiency. A condition that affects the integrity of the member or any applied surface material is a deficiency.

Builder/Warrantor Responsibility

Where a problem exists and the surface material is affected, Builder shall repair, replace or stiffen the frame member as required.

Deficiency

Exterior sheathing and sub flooring which delaminates or swells.

Construction Standard

Sheathing and sub flooring delaminating or swelling on the side that the finish material has been applied is a deficiency.

Builder/Warrantor Responsibility

Builder shall repair or replace sub flooring or sheathing is required. Replacement of the finish materials, when necessary, shall be done to match the existing finish as closely as possible.

Deficiency

Wood frame walls out of square.

Construction Standard

NONE. No Coverage

Builder/Warrantor Responsibility

NONE

Exclusion

Wood frame walls that are out of square are not considered deficiencies.

**4.2 Finish Carpentry**

Deficiency

Unsatisfactory quality of finished exterior trim and workmanship.

Construction Standard

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

Builder/Warrantor Responsibility

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

Deficiency

Unsatisfactory quality of finished interior trim and workmanship.

Construction Standard

Some separation due to lumber shrinkage is normal and should be expected. Joints between moldings and adjacent surfaces that exceed 1/8-inch in width are defects.

Builder/Warrantor Responsibility

Repair defective joints and touch up finish coating where required to match as closely as possible. Caulking is acceptable.

Deficiency

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

Construction Standard

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

Builder/Warrantor Responsibility

Correct repairable defects; sanding, filling, or puttying is acceptable to return the surface to its original condition. Replace material not repairable, refinish and restore to match surrounding surfaces as closely as possible. Buyer is responsible for establishing a pre-closing walk-through inspection list.

Deficiency

Exposed nail heads in woodwork.

Construction Standard

Material used to fill nail holes has a tendency to shrink and dry up after a period of time and is not considered a deficiency. Nail holes that have not been filled on finished painted woodwork are deficiencies.

Builder/Warrantor Responsibility

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

Exclusion

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

## **5. Thermal and Moisture Protection**

### **5.1 Waterproofing**

Deficiency

Leaks in basement or in foundation/crawl space.

Construction Standard

Leaks resulting in actual trickling or water through the walls or seeping through the floor are deficiencies.

Builder/Warrantor Responsibility

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

Exclusion

Leaks caused by landscaping improperly installed by the Homeowner to maintain proper grades are excluded from Warranty Coverage. Leaks caused by improper drainage away from the home or from not installing ten foot pipe extensions on downspouts by the Homeowner to maintain proper drainage are excluded from Warranty Coverage. Dampness in basement and foundation walls or in concrete basement and crawl space floors is often common to new construction and is not a deficiency.

### **5.2 Insulation**

Deficiency

Insufficient insulation.

Construction Standard

Insulation that is not installed around all habitable areas in accordance with established local industry standards is a deficiency.

Builder/Warrantor Responsibility

Builder shall install insulation of sufficient thickness and characteristics to meet the local industry standards. In the case of dispute, cost of investing the sufficiency of insulation and resorting areas to prior conditions is to be borne by Homeowner if it is found that the standard has been met by Builder.

Deficiency

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

Construction Standard

NONE. No Coverage.

Builder/Warrantor Responsibility

NONE.

Exclusion

NO COVERAGE is provided as soundproofing and transmission are excluded under this section or the Warranty

### **5.3 Ventilation and Moisture Control**

Deficiency

Inadequate ventilation or moisture control in crawl spaces.

Construction Standard

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

#### Builder/Warrantor Responsibility

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

#### Exclusion

Temporary conditions may cause condensation in crawl spaces that can not be eliminated by ventilation and/or vapor barrier. Night air may cool foundation walls and provide a cool surface on which moisture may condense. In Homes that are left unheated in the winter, the underside of floors may provide a cold surface on which warmer crawl space air may condense. These and other similar conditions are beyond the Builder's control. Maintaining adequate heat and seasonal adjustment of vents is the responsibility of the Homeowner. Buyer is responsible to service and close venting during winter time to avoid possible freezing of plumbing in crawl spaces.

#### Deficiency

Inadequate ventilation or moisture control in attics or roofs.

#### Construction Standard

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

#### Builder/Warrantor Responsibility

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

#### Exclusion

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

#### Deficiency

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

#### Construction Standard

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

#### Builder/Warrantor Responsibility

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

#### Exclusion

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

#### Deficiency

Bath or kitchen exhaust fans improperly vented into attic.

#### Construction Standard

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

#### Builder/Warrantor Responsibility

Builder shall vent exhaust fans to the outside to correct deficiencies.

#### Deficiency

Water leakage from improper installation of doors or window.

#### Construction Standard

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

#### Builder/Warrantor Responsibility

Builder shall repair deficiencies attributable to improper installation.

#### Exclusion

Threshold swinging exterior doors, (especially French double doors) are prone to water leakage with forcing rains/winds and is not a deficiency. Those exterior doors especially if they are not under a covered porch/patio. This is especially pertinent to forcing rains. Because of the threshold design, neither the manufacture nor the Builder warranties against water leakage. Buyer acknowledges this inherent problem and any floor damage caused by such. Buyer may choose to add a storm door for extra protection.

### **5.4 Sealants**

#### Deficiency

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

#### Construction Standard

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

Builder/Warrantor Responsibility

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

Exclusion

The Homeowner must maintain caulking once the condition is corrected.

**5.5 Exterior siding**

Deficiency

Delaminating, splitting, or deterioration of exterior siding.

Construction Standard

Exterior siding that delaminates, splits or deteriorates is a deficiency.

Builder/Warrantor Responsibility

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

Exclusion

Delaminated siding due to Homeowner must maintain caulking once the condition is corrected.

Deficiency

Loose or fallen siding.

Construction Standard

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

Builder/Warrantor Responsibility

Reinstall or replace siding and make it secure.

Exclusion

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

Deficiency

Siding is bowed.

Construction Standard

Bows exceeding 1/2 -inch in 32-inches are deficiencies.

Builder/Warrantor Responsibility

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

Exclusion

Bowed siding due to Homeowner's actions or neglect, such as bowing caused by sprinkler system repeatedly wetting siding, is not a deficiency.

Deficiency

Nails have stained siding.

Construction Standard

Nail stains exceeding 1/2-inch in length and visible from a distance of 20-feet are deficiencies.

Builder/Warrantor Responsibility

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

Exclusion

"Natural weathering" or semi-transparent stains are excluded form coverage.

**5.6 Roofing.**

Deficiency

Roof or flashing leaks.

Construction Standard

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

Builder/Warrantor Responsibility

Correct any roof or flashing leaks that are verified to have occurred under normal weather conditions.

Exclusion

Where cause of leaks is determined to result from severe weather conditions such as ice and snow build-up, high winds and driven rains, such leaks are not deficiencies. Through the years buyer must see that roof venting/flashings are caulked and sealed.

Deficiency

Lifted, curled or torn roof shingles.

Construction Standard

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

Builder/Warrantor Responsibility

Repair or replace lifted, curled or torn shingles.

Exclusion

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

Deficiency

Standing water on built-up roofs.

Construction Standard

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

Builder/Warrantor Responsibility

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

Exclusion

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

## **5.7 Sheet Metal/Gutters**

Deficiency

Gutters and downspouts leak.

Construction Standard

Gutters and downspouts that leak are deficiencies. Gutters that are improperly pitched to drain water are deficiencies.

Builder/Warrantor Responsibility

Repair leaks and pitch gutters to drain properly to meet standard.

Exclusion

Because of certain winter freeze/thaw cycles and home orientation (North and East sides); ice damming in gutters, downspouts and eave over-hangs may cause leaking behind gutters, downspouts and even below shingles/roof structures. Such items are not Builder deficiencies rather Homeowner is responsible to place heat tape/wiring in and on said gutters/roof should such conditions exist. Also standing water in gutters is acceptable if it does not exceed 1-inch in depth. The Homeowner is responsible to keep gutters and downspouts free from leaves and debris (and ice) to prevent overflow or ice damming.

## **6. Doors and Windows**

### **6.1 Doors: Interior and Exterior doors**

Deficiency

Warping of interior or exterior doors.

Construction Standard

Interior and exterior doors that warp so as to prevent normal closing and fit are deficiencies. The maximum allowable warping of an interior door is ¼-inch when measured from top to bottom vertically or diagonally.

Builder/Warrantor Responsibility

Repair or replace as may be required. New doors are to be refinished to match the original as closely as possible.

Exclusion

Wood doors or black painted doors or similarly dark painted doors which are exposed to direct sun are excluded from this warranty.

Deficiency

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

Construction Standard

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

Builder/Warrantor Responsibility

Adjust door and keeper to operate freely.

Deficiency

Door panels shrink and expose bare wood.

Construction Standard

NONE.

Builder/Warrantor Responsibility

NONE.

Exclusion

Door panels will shrink due to the nature of the material, exposing bare wood at the edges and are not deficiencies. Wood doors or black painted doors or similarly dark painted doors which are exposed to direct sun are also excluded from this warranty and not considered a deficiency.

Deficiency

Door panels split.

Construction Standard

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

Builder/Warrantor Responsibility

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

Exclusion

Wood doors or black painted doors or similarly dark painted doors which are exposed to direct sun are excluded from this warranty.

Deficiency

Exterior door has dent(s) or scratch.

Construction Standard

Exterior doors with a visible a dent of 3-feet is a deficiency.

Builder/Warrantor Responsibility

Builder shall repair dent and repaint or replace door at builder's option to meet standard.

Exclusion

Black painted doors or similarly dark painted doors are excluded from this warranty as such will show any imperfections.

Deficiency

Bottom of doors rub on carpet surface.

Construction Standard

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

Builder/Warrantor Responsibility

Undercut doors as required.

Exclusion

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

Deficiency

Excessive opening at the bottom of interior doors.

Construction Standard

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

Builder/Warrantor Responsibility

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

Deficiency

Latch is loose or rattles (for interior doors only)

Builder/Warrantor Responsibility

No action required

Exclusion

Some minor movement should be expected.

**6.2 Garage Doors/Openers (Attached Garage)**

Deficiency

Garage door fails to operate or fit properly.

Construction Standard

Garage doors that do not operate and fit the door opening within the manufacturer's installation tolerances are deficiencies.

Builder/Warrantor Responsibility

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

Exclusion

No adjustment is required when cause is determined to result from anyone but Builder's or Builder's subcontractors' installation of an electric door opener. Garage doors buckling during high winds when a vacuum is created by opening other additional doors (such as a man door) is not considered deficiencies.

Deficiency

Garage door opener fails to operate correctly because beam is out of alignment.

Construction Standard

Garage doors openers that do not open and close is a deficiency.

Builder/Warrantor Responsibility

Make a necessary adjustments/repairs for opener to open and close properly. However, builder will only make one garage door beam adjustment, thereafter is buyer's responsibility as these are easily knocked out of alignment.

Exclusion

No adjustment is required when cause is determined to result from buyer or from anyone but Builder's or Builder's subcontractors' installation of an electric door opener. Buyer is responsible for aligning safety beams, programming codes in keyless openers and handhelds – see instruction manual.

### **6.3 Wood, Plastic/Vinyl and Metal windows**

Deficiency

Glass breakage.

Builder/Warrantor Responsibility

Builder will correct only if damage is documented prior to occupancy.

Exclusion

Buyer is responsible for establishing a pre-closing walk-through inspection list.

Deficiency

Malfunction of windows.

Construction Standard

Windows that do not operate in conformance with manufacturer's design standards are deficiencies.

Builder/Warrantor Responsibility

Consult with manufacturer when necessary and make necessary adjustment for windows to operate and meet the standard.

Deficiency

Double hung windows do not stay in place when open.

Construction Standard

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

Builder/Warrantor Responsibility

Adjust sash balances one time only during the first year of Warranty

Coverage. Where possible, instruct the Homeowner on the method of adjustment for future repair.

Deficiency

Condensation or frost on window frames and glass.

Construction Standard

NONE.

Builder/Warrantor Responsibility

NONE.

Exclusion

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

### **6.4 Hardware**

Deficiency

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

Construction Standard

All hardware installed on doors and windows that do not operate properly are deficiencies.

Builder/Warrantor Responsibility

Builder shall adjust, repair, or replace hardware as required.

Exclusion

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

## **6.5 Storm Doors, Windows and Screens**

### Deficiency

Storm doors, window and screens do not operate or fit properly.

### Construction Standard

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

### Builder/Warrantor Responsibility

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

### Exclusion

Missing screens, rips or gouges in the screen mesh are not covered by this Warranty unless documented before occupancy.

## **6.6 Weather-stripping and Seals**

### Deficiency

Drafts around doors and windows or water leakage at bottom of door/threshold.

### Construction Standard

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

### Builder/Warrantor Responsibility

Builder shall adjust or correct poorly fitted windows or doors, or poorly fitted weather-stripping.

### Exclusions

Threshold swinging exterior doors, (especially French double doors) are prone to water leakage with forcing rains/winds and is not a deficiency. Those exterior doors especially if they are not under a covered porch/patio. This is especially pertinent to forcing rains. Because of the threshold design, neither the manufacture nor the Builder warranties against water leakage. Buyer acknowledges this inherent problem and any floor damage caused by such. Buyer may choose to add a storm door for extra protection.

## **6.7 Glass and Glazing**

### Deficiency

Clouding and condensation on inside surfaces of insulated glass.

### Construction Standard

Insulated glass that clouds up or has condensation on the inside surfaces of the glass is a deficiency.

### Builder/Warrantor Responsibility

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

### Deficiency

Scatched glass in inside or outside surface of insulated glass.

### Construction Standard

Glass should be clear and scratch free although glass is may have some minor pources imperfection upon close examination. Such is not determined to be a deficiency.

### Builder/Warrantor Responsibility

Builder shall replace glass in accordance with window and glass manufacturer's requirements as long as it was noted on the walk through before closing to be covered under the warranty

## **7. Finishes (Interior)**

### **7.1 Lath and Plaster (Interior)**

#### Deficiency

Cracks in Plaster wall and ceiling surfaces.

#### Construction Standard

Hairline cracks are not unusual and are not considered a deficiency. Cracks in Plaster walls, stucco walls and ceiling surfaces exceeding 1/8-inch in width are deficiencies.

#### Builder/Warrantor Responsibility

Builder shall repair cracks that are greater than 1/8-inch in width and touch up to match as closely as possible, one time only – some color variation is to be expected. Such conditions should be reported near the end of the first year of Warranty Coverage to allow for normal movement in Home.

### **7.2 Drywall**

Deficiency

Drywall cracks.

Construction Standard

Hairline cracks are not unusual. Cracks in interior gypsum board or other drywall materials exceeding 1/8-inch in width are deficiencies.

Builder/Warrantor Responsibility

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

Deficiency

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

Construction Standard

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

Builder/Warrantor Responsibility

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

**7.3 Hard Surface Flooring (Flagstone, Marble, Quarry Tile, Slate Ceramic Tile, Etc.)**

Deficiency

Floor cracks or becomes loose.

Construction Standard

Ceramic tile, flagstone, or similar hard surfaced sanitary flooring that cracks or becomes loose is a defect. Sub-floor and wallboard are required to be structurally sound, rigid, and suitable to receive finish.

Builder/Warrantor Responsibility

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

Exclusion

Cracking and loosening of flooring caused by the Homeowner's negligence is not a deficiency. Builder is not responsible for slight color and pattern variations or discontinued patterns of the manufacturer. It shall not be required to replace the entire finish when the new material consists of less than 25-percent of the finished area. Cracking of grout joints is common and is considered routine Buyer maintenance unless excessive.

Deficiency

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

Construction Standard

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

Builder/Warrantor Responsibility

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

Exclusion

Open cracks or loose grouting, where the wall surface abuts the flashing lip at a tub, shower basin, countertop, cabinet or exterior door(s) are considered Homeowner maintenance that otherwise may resultant in damage to other finish surfaces due to leaks, etc. and are not considered deficiencies. Buyer may want to use a colored caulk in some areas which allows for expansion with weather/humidity changes. Any scratches/broken tiles, etc. repairs must be noted on the walkthrough to be covered under the warranty

**7.4 Resilient Flooring/Vinyl Flooring**

Deficiency

Nail pops appear on the surface of resilient flooring.

Construction Standard

Readily apparent nail pops are deficiencies.

Builder/Warrantor Responsibility

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

Deficiency

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

Construction Standard

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

Builder/Warrantor Responsibility

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

Deficiency

Resilient flooring or base loses adhesion.

Construction Standard

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

Builder/Warrantor Responsibility

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

Deficiency

Seams or shrinkage gaps show at resilient flooring joints.

Construction Standard

Gaps in excess of 1/8-inch in width in resilient floor coverings joints are deficiencies. Where dissimilar materials abut, a gap in excess of 3/16-inch is a deficiency.

Builder/Warrantor Responsibility

Builder shall take required action to correct the cause of the deficiency. Builder is not responsible for discontinued patterns or color variations of floor covering. Any scratches/repairs must be noted on the walkthrough to be covered under the warranty

**7.5 Finished Wood Flooring**

Deficiency

Cupping, open joints, or separations in wood flooring.

Construction Standard

Open joints or separations between floorboards of finished wood flooring shall not exceed 1/8-inch in width. Cups in strip floorboards shall not exceed 1/16-inch in height in a 3-inch maximum distance when measured perpendicular to the length of the board.

Builder/Warrantor Responsibility

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

Exclusion

Wood floors are subject to shrinkage and swell due to seasonal variations in the humidity level of Home. While boards may be installed tight together, gaps or separations may appear during heating seasons or periods of low humidity. Gaps or separations that close during non-heating seasons are not considered deficiencies. Homeowners should be familiar with the recommended care and maintenance requirements of their wood floor. Repeated wetting and drying, or wed mopping may damage wood finishes. Dimples or scratches can be caused by moving furniture or dropping heavy objects, and certain high heel style shoes may cause indentations. These conditions are not covered by these conditions are not covered by this Warranty. Cracking is especially prone to homes without humidifiers. Buyers are encouraged to have/add a humidifier to guard against humidity variations. Any scratches/repairs must be noted on the walkthrough to be covered under the warranty

**7.6 Painting**

Deficiency

Knot and wood stains appear through paint on exterior.

Construction Standard

Excessive knot and wood stains that bleed through the paint are considered deficiencies.

Builder/Warrantor Responsibility

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

Deficiency

Exterior paint or stain peels or deteriorates.

Construction Standard

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

Builder/Warrantor Responsibility

Builder shall repair cracks that are greater than 1/8-inch in width and touch up paint to match as closely as possible, one time only. Such conditions should be reported near the end of the first year of Warranty Coverage to allow for normal movement in Home. Cracks or peeling paint determined to be from buyer negligence, excessive water, sprinklers etc are not a deficiency and not covered under this warranty

Deficiency

Painting required as corollary repair because of other work.

Construction Standard

Necessary repair of a painted surface under this warranty is to be refinished to match surrounding areas as closely as possible.

Builder/Warrantor Responsibility

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

Deficiency

Mildew or fungus forms on painted or factory finished surfaces.

Construction Standard

NONE.

Builder/Warrantor Responsibility

NONE.

Exclusion

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

Deficiency

Deterioration of varnish or lacquer finishes.

Construction Standard

Natural finish on interior woodwork that deteriorates during the first year of the Warranty Coverage is a deficiency.

Builder/Warrantor Responsibility

Builder shall refinish affected areas of natural finished interior woodwork, matching the color as closely as possible.

Exclusion

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

Deficiency

Interior paint coverage.

Construction Standard

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

Builder/Warrantor Responsibility

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

Deficiency

Paint splatters and smears on finish surfaces.

Construction Standard

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

Builder/Warrantor Responsibility

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

Exclusion

Minor paint splatter and smears on impervious surfaces that can be easily removed and considered to be Homeowner maintenance and are not deficiencies. Any scratches/repairs must be noted on the walkthrough to be covered under the warranty

**7.7 Wall Covering**

Deficiency

Peeling of wall covering installed by Builder.

Construction Standard

Peeling of wall covering is a deficiency, unless it is due to the Homeowners' abuse or negligence.

Builder/Warrantor Responsibility

Builder shall repair or replace defective wall covering.

Deficiency

Mismatching in wall covering pattern.

Construction Standard

Mismatching wall covering pattern over a large area that severely detracts from its intended purpose due to poor workmanship is a deficiency.

Builder/Warrantor Responsibility

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

Deficiency

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

Construction Standard

NONE.

Builder/Warrantor Responsibility

NONE.

Exclusion

Homeowner shall insure that the surface to receive wall covering is suitable and assumes full responsibility should lumps, ridges, and nail pops occur at a later date. Any scratches/repairs must be noted on the walkthrough to be covered under the warranty

## **7.8 Carpeting**

Deficiency

Seams in Carpet.

Construction Standard

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

Builder/Warrantor Responsibility

Builder shall correct to eliminate the separation.

Exclusion

Carpeting material is not covered under the warranty.

Deficiency

Carpeting comes loose or excessive stretching occurs.

Construction Standard

Wall to wall carpeting that comes loose is a deficiency.

Builder/Warrantor Responsibility

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

Exclusion

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

Deficiency

Premature wearing of carpet.

Builder/Warrantor Responsibility

No action required.

Exclusion

Excessive wear in high-traffic areas such as entryways, stairs and hallways is normal. Wearability is directly related to the quality of carpet and care of the buyer. Carpeting material is not covered under the warranty.

## **8. Specialties**

### **8.1 Fireplaces**

Deficiency

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

Construction Standard

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

and interior furnaces. In some cases, it may be necessary for the homeowner to substantiate the problems to the Builder by constructing a fire so the condition can be observed.

Builder/Warrantor Responsibility

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

Exclusion

When it is determined that the fireplace is properly designed and constructed, but still malfunctions due to natural causes beyond Builder's control, Builder is not responsible. Buyer acknowledges that in extreme cold temperatures the chimney flues will not draw until the flues are heated with temporary/alternative heat.

Deficiency

Chimney separation from structure to which it is attached.

Construction Standard

Newly built fireplaces will often incur slight amounts of separation. Separation that exceeds 1/2-inch from the main structure in any 10-foot vertical measurement is a deficiency.

Builder/Warrantor Responsibility

Builder shall correct. Caulking or grouting is acceptable up to 1/2-inch displacement.

Deficiency

Cracks in masonry hearth or facing.

Construction Standard

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

Builder/Warrantor Responsibility

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

Exclusion

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

## **8.2 Central Vacuum System**

Deficiency

Vacuum does not operate or draw properly.

Builder/Warrantor Responsibility

Repair/fix security system to operate per manufacturer specifications.

Exclusion

And clogged vacuum lines, hoses etc caused by the buyer are excluded and is buyer's responsibility/expense. Buyer must take necessary care and precautions in vacuuming and servicing the central vacuum system.

## **8.3 Security System**

Deficiency

A security System that does not properly set, activate or alarm properly is considered a deficiency.

Builder/Warrantor Responsibility

Repair and fix central vacuum to operate and vacuum correctly per the manufacturer specifications.

Exclusion

Programming security codes, etc. are buyer's responsibility – see owner's manual.

## **9. Equipment –Kitchen/Baths**

### **9.1 Kitchen Cabinets and vanities**

Deficiency

Kitchen and vanity cabinet doors and drawers malfunction.

Construction Standard

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

Builder/Warrantor Responsibility

Builder shall repair or replace operating parts.

Deficiency

Surface cracks and delaminating in high pressure laminates of vanity and kitchen cabinet countertops.

Construction Standard

Countertops fabricated with high pressure laminate coverings that delaminate or have surface cracks or joints exceeding 1/16-inch between sheets are considered deficiencies.

Builder/Warrantor Responsibility

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

Deficiency

Warping of kitchen and vanity cabinet doors and drawer fronts.

Construction Standard

Warping that exceeds ¼-inch as measured from the face of the cabinet frame to the furthest point of warping on the drawer or door front in a closed position is a deficiency.

Builder/Warrantor Responsibility

Builder shall correct or replace door or drawer front as required.

Exclusions

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

Deficiency

Gaps between cabinets, ceiling and walls.

Construction Standard

Countertops, splash boards, base and wall cabinets are to be securely mounted. Gaps in excess of ¼-inch between wall and ceiling surfaces are a deficiency.

Builder/Warrantor Responsibility

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

Deficiency

Scratches or chips in cabinets.

Construction Standard

Scratches or chips in cabinets are considered a deficiency if documented prior to occupancy.

Builder/Warrantor Responsibility

Builder shall correct. Patching, pudding and re-staining the scratched section in a workmanship like manner is an acceptable remedy.

Exclusion

Buyer is responsible for establishing said chips or scratches prior to closing with a pre-closing walk-through inspection. Any such items noted after occupancy are excluded.

**9.2 Countertops, tubs, surrounds**

Deficiency

Chips, cracks, scratches, on countertops, tubs, tub/shower surrounds, appliances, fixtures, fittings, etc.

Construction Standard

Chips, cracks and scratches on the above are considered a deficiency if documented prior to occupancy.

Builder/Warrantor Responsibility

Builder shall correct – patch, putty, or paint to eliminate the chip, crack or scratch(s).

Exclusion

Buyer is responsible for establishing said cracks, chips, or scratches prior to closing with a pre-closing walk-through inspection. Any such items noted after occupancy are excluded.

**10. Mechanical Systems**

**10.1 Plumbing**

Deficiency

Faucet or valve leak.

Construction Standard

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

Builder/Warrantor Responsibility

Builder shall repair or replace the leaking faucet or valve.

Exclusion

Leakage caused by worn or defective washers or seals are Homeowner Maintenance item.

Deficiency

Defective plumbing fixtures, appliances or trim fittings.

Construction Standard

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

Builder/Warrantor Responsibility

Builder shall replace or repair any fixture or fitting that is outside of acceptable standards as defined by the Manufacturer.

**10.2 Water Supply**

Deficiency

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

Construction Standard

All service connections to municipal water main or private water supply are Builder's responsibility when installed by him. NOTE: Low water pressure is defined as follows: use of the cold water supply at any one single fixture drastically reduces the cold water supply at any one other single fixture.

Builder/Warrantor Responsibility

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

Deficiency

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

Construction Standard

NONE.

Builder/Warrantor Responsibility

NONE. High iron content in the water supply system will cause staining of plumbing fixtures.

Exclusion

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

Deficiency

Noisy water pipes.

Construction Standard

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

Builder/Warrantor Responsibility

Builder shall correct to eliminate "water hammer."

Exclusion

Noises due to water flow and pipe expansion are not considered deficiencies. Noise caused by water heater pressure reducing valve is not considered a deficiency. Noise from toilets flushing/filling is not considered a deficiency.

Deficiency

Plumbing pipes freeze and burst.

Construction Standard

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

Builder/Warrantor Responsibility

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

Exclusion

Leaks occurring due to Homeowner's neglect and resultant damage are not Builder's responsibility. The Homeowner is responsible to maintain suitable temperature in Home to prevent pipes from freezing and bursting. Homes which are periodically occupied such as summer Homes, or where there will be no occupancy for an extended period of time must be properly winterized or periodically checked to insure that a reasonable temperature is maintained. Pipes bursting/freezing because exterior hoses not being removed from hose bibs/tapes before freezing weathers is excluded. Pipes bursting/freezing because crawl space ventilation is not properly closed or covered for winter coldness is excluded.

Deficiency

Leakage from any piping.

Construction Standard

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

Builder/Warrantor Responsibility

Builder shall make necessary repairs to eliminate leakage.

Exclusion

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

Deficiency

Stopped-up sanitary sewer, fixtures, and sanitary drains are deficiencies.

Construction Standard

Sanitary sewer, fixtures and sanitary drains should operate and drain properly.

Builder/Warrantor Responsibility

Where defective construction is shown to be cause, Builder shall make necessary repairs. NOTE: Builder responsibility for defective sewer lines extends to the property lines on which Home is constructed.

Exclusion

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

### **10.3 Heating and Air Conditioning**

Deficiency

Refrigerant lines leak.

Construction Standard

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

Builder/Warrantor Responsibility

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

Deficiency

Ductwork separates, becomes unattached.

Construction Standard

Ductwork that is not intact or securely fastened is a deficiency.

Builder/Warrantor Responsibility

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

Deficiency

Inadequate heat.

Construction Standard

A heating system shall be capable of producing an inside temperature of at least 70-degrees Fahrenheit as measured in the center of the room at a height of five feet above the floor under local outdoor winter design conditions. NOTE FOR HEATING: There may be periods when the outdoor temperature falls below the design temperature, thereby lowering the temperature in Home. Orientation of Home and location of room will also provide a temperature differential, especially when the heating system is controlled by a single thermostat for one or more floor levels.

Builder/Warrantor Responsibility

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

Exclusion

The Homeowner is responsible for balancing dampers and registers and for making other necessary minor adjustments and changing filters.

Deficiency

Inadequate cooling.

Construction Standard

When air conditioning is provided, the cooling system is to be capable of maintaining a temperature of 78-degrees Fahrenheit as measured in the center of each room at height of five feet above the floor, under local outdoor summer design conditions. NOTE FOR AIR CONDITIONING: There may be periods when the outdoor temperature rises above the design temperature, thereby raising the temperature in Home. Orientation of Home and location of room will also provide a temperature differential, especially when the air-conditioning system is controlled by a single thermostat for one or more levels.

Builder/Warrantor Responsibility

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

Exclusion

The Homeowner is responsible for balancing dampers and registers and for making other necessary minor adjustments and changing filters.

Deficiency

Ductwork and heating piping are not insulated in un-insulated area.

Construction Standard

Ductwork and heating pipes that are run in un-insulated crawl spaces, garages or attics are to be insulated per required building codes. Basements are not "un-insulated areas", and no insulation is required.

Builder/Warrantor Responsibility

Builder shall install required insulation.

Deficiency

Condensate lines clog up.

Construction Standard

Condensate lines will clog under normal conditions.

Builder/Warrantor Responsibility

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

Exclusion

The Homeowner is responsible for continued operation of drain lines.

Deficiency

Improper mechanical operation of evaporative cooling system.

Construction Standard

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

Builder/Warrantor Responsibility

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

Deficiency

Ductwork noisy.

Construction Standard

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

Builder/Warrantor Responsibility

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

Deficiency

Ductwork and heating piping are not insulated in un-insulated area.

Construction Standard

Ductwork and heating pipes that are run in un-insulated crawl spaces, garages or attics are to be insulated per local municipality building codes and standards as determined by the municipality inspection. Basements are not “un-insulated areas”, and no insulation is required.

Builder/Warrantor Responsibility

Builder shall install required insulation.

## **10.4 Septic Tank Systems**

Deficiency

Septic systems fail to operate properly.

Construction Standard

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

Builder/Warrantor Responsibility

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

Exclusion

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

- a.) excessive use of water such as overuse of washing machine and dishwasher, including their simultaneous use; b.) Connection of sump pump, roof drains or backwash from water conditioner, to the system; c.) Placing of non-biodegradable items in the system; d.) addition of harsh chemicals, greases or cleaning agents and excessive amounts of bleaches or drain cleaners; e.) use of food waste disposer not supplied by Builder; f.) Placement of impervious surfaces over the disposal area; g.) allowing vehicles to drive or park over the disposal area;
- h.) failure to periodically pump the septic tank when required. Sewage pumps are excluded under our section of the Warranty.

## **11. Electrical System**

### **11.1 Switches, Receptacles and Light Fixtures**

Deficiency

Fuses blow, or circuit breakers kick out.

Construction Standard

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

Exclusions

Overloading circuits are not covered under this warranty.

Deficiency

Drafts from electrical outlets.

Construction Standard

NONE.

Builder/Warrantor Responsibility

NONE.

Exclusion

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

Deficiency

Malfunction of electrical outlets, switches, or fixtures.

Construction Standard

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

Builder/Warrantor Responsibility

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

Exclusion

Buyer is responsible for any burned out light bulbs. Buyer is responsible for noting any burned out or missing light bulbs prior to closing with a pre-closing walk-through inspection. Any such items noted after occupancy are excluded. Also light bulbs humming or ringing that are connected to a dimmer switch is not a deficiency.

Deficiency

Outlets, Switches, or Light Fixture not centered or at desired location.

Construction Standard

NONE.

Builder/Warrantor Responsibility

NONE.

Exclusion

Outlets, Switches, or Light Fixture location(s) is not considered a deficiency. Because of UBC codes, personal preferences, light fixture designs, furniture/table sizes, styles and locations it is virtually impossible to predetermine centering of dining lights, other light fixtures or personal desired locations of receptacles and outlets. Moving of any light fixture(s), switch(s) or outlet(s) after sheetrock, including patching, painting and other costs are to be born by the Buyer.

Deficiency

Light bulbs burn out or ring

Construction Standard

All light bulbs are in place and working at final occupancy. Bulbs do not have ringing noise when at full power. Light bulbs having a high pitched ringing noise when dimmed is not a deficiency.

Builder/Warrantor Responsibility

All light bulbs are in place and working at final occupancy.

Exclusion

Any burned out bulbs after occupancy and during the 1<sup>st</sup> year warranty period are not covered under warranty. Any missing or burned out bulbs must be noted in writing in writing with a pre-closing walk-through inspection. Any such items noted after occupancy are excluded. Light bulbs having a high pitched ringing noise when dimmed is not a deficiency and are excluded from this warranty.

**11.2 Service and Distribution**

Deficiency

Ground fault interrupter trips frequently.

Construction Standard

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

Builder/Warrantor Responsibility

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

**11.3 Electrical Conductors**

Deficiency

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

Construction Standard

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

Builder/Warrantor Responsibility

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

Exclusions

Lights dimming momentarily from initial startup (power surge) of large appliances such a central air conditioner(s) is not a deficiency. Also, lights dimming momentarily from initial startup of power appliances, (such as hair dryers) without designated loads is not a deficiency. Light bulbs humming or ringing that are connected to a dimmer switch is not a deficiency.

### **11.4 Exhaust Venting**

Deficiency

Exhaust Vents do not open when in operation.

Construction Standard

Provide proper exhaust venting.

Builder/Warrantor Responsibility

Builder shall change vent or blower to provide proper escape of venting air.

Exclusions

Noise caused by wind or exhaust vent flapping is not considered defective. Lint or grease or other build up in exhaust venting is a buyer maintenance and is not considered defective.

## **12. Appliances**

### **12.1 Stove/Oven/Cook top**

Deficiency

One or more burners do not heat properly or oven does not heat.

Construction Standard

Appliance warranty company shall check all heating elements and replace if it does not perform adequately or is defective.

Builder/Warrantor Responsibility

NONE. Manufacture warranties the appliance.

Exclusions

Self cleaning units that do not clean entirely itself is not defective. NOTE: If a burner is defective, it will be replaced, not the entire stove or cook top. Any scratches must be noted on the walkthrough to be covered under the warranty

### **12.2 Dishwasher**

Deficiency

Does not clean properly as specified by manufacturer.

Construction Standard

Appliance warranty company shall check and repair as per manufacturer specifications. It is a manufacturer or it's representative that determines if it is clean as specified or defective.

Builder/Warrantor Responsibility

NONE. Manufacturer warranties the appliance.

Exclusions

Hard water spots is not defective. NOTE: A buyer not properly pre-cleaning dishes is not determined defective appliance. Any scratches must be noted on the walkthrough to be covered under the warranty

### **12.3 Non Venting Stove Hood**

Deficiency

Hood does not adequately remove smells or vent the kitchen cooking area.

Construction Standard

NONE

Builder/Warrantor Responsibility

NONE Manufacture warranties the appliance.

Exclusions

Non venting hoods are not designed to exhaust air/smells from the room and is not considered a deficiency. Any scratches must be noted on the walkthrough to be covered under the warranty