

HOMEOWNER'S GUIDE *and* WARRANTY MANUAL

WARRANTY FOR HOMES WITH CONTRACTS DATED
JULY 1ST 2015 - JUNE 21ST 2018



 **Caviness
& Cates**
Communities
Your Place to Call *Home*

www.cavinessandcates.com



Homeowner's Guide and Warranty Manual

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I. Introduction

We are proud of the quality design and construction of the new home we have built for you, and it is of paramount importance to us that our buyers be satisfied.

The material in this manual is the result of our efforts to answer many of the questions you may have after you move into your new home. Since no guide could possibly address every question you might have, we encourage you to come to us for personalized assistance as the need arises.

After you have completed your Homeowner Orientation and the deed to your home has been recorded, your contact with Caviness and Cates will be through our Warranty Department. This department is in charge of all repair-related matters, and is also your point of contact for “non-warranty” inquiries. In order to ensure you receive a prompt response to your questions, we ask you to contact the Warranty Department with any questions or requests.

A home is a unique product, one that requires your proper care and maintenance. Under the Caviness and Cates (including Caviness and Cates Communities, Caviness and Cates Building and Development, etc.) New Home Warranty Agreement, you are expected to prevent damage and ensure proper functioning of your home and its various systems. In addition, you have been given other materials which will give you helpful hints regarding the basic maintenance of your home.

We strongly urge you to read the entire warranty carefully!

After you have read the Warranty, you will be asked to sign the Warranty Agreement, to indicate that you have received a copy of the Homeowners Guide and Warranty Manual and understand the terms of the Warranty. This Warranty is the only warranty given by Caviness and Cates in connection with your new home.

Customer satisfaction is our number one priority at Caviness and Cates. This homeowner’s guide and warranty manual has been prepared to provide you with some useful information on your new home, and to help you better understand the procedures that have been established to address customer service. The Manual covers warranty issues so you know what to expect and what to do when a situation arises. We also have included the Performance Guidelines which details the construction industry standards.

We have a highly motivated and professional staff that will be happy to assist you after you move into your home. If problems, questions, or complaints of any nature occur after close of escrow, please contact the Warranty Department. They will be able to answer your question or direct your inquiry to the appropriate party.

Some of the information in this Homeowner Guide and Warranty Manual was prepared specifically to inform you of the maintenance responsibilities you will have as a new homeowner. Beginning with your close of escrow, there are items in your home that will need regular care by you. We urge you to read this book thoroughly.

II. Homeowner Orientation

The purpose of the Homeowner Orientation is to provide you with a chance to become acquainted with your new home with the help of one of our representatives. They will demonstrate and familiarize you with your new home, explain homeowner maintenance and warranty coverage. The Caviness and Cates representative will be able to answer any questions you might have about your home and its various components. You will be shown how to operate the appliances and equipment in your home, and you will be given the manufacturer’s instructions and warranties for those items. Again, feel free to ask any questions you might have about the home, and remember - the only silly question is the one you don’t ask. The Homeowner Orientation will be conducted prior to your closing date, and is an exciting and unique experience. We do recommend your full attention as this is an important opportunity to learn about your house, tips on homeowner maintenance, the warranty coverage and the key turnover process.

As you participate in the Homeowner Orientation of your new home with a Caviness and Cates Representative, it is very important that you understand the procedures of this orientation so that it may be completed properly and provide the most benefit to you. A set format will be utilized for your Homeowner Orientation and depending on the size and features of your home, the entire process may take approximately two (2) hours.

The Caviness and Cates representative will give an overview of your Homeowners Guide and Warranty Manual. Our knowledgeable staff will walk you through your house, room by room, as well as the exterior of your house. They will demonstrate how your house operates, testing appliances, lights, doors, windows, and all other devices in your home. They will also insure all of your selected options have been installed.

In addition, you will have an opportunity to note any items at your home needing attention on the Orientation Punchlist form. If an item does not fall within acceptable standards of quality for a home, the item will be listed on the Orientation Punchlist Form and scheduled for correction.

During your Homeowner Orientation, please feel free to open windows, look at every wall, flush every toilet, try out appliances, examine the exterior, etc. Take as much time as you feel necessary to adequately inspect your new home. It is important that you understand we are working with manmade and natural materials and there will be flaws involved.

Note: We utilize the industry standard of the "5 Foot Rule" which basically states that if you cannot see a flaw while standing a minimum of 5 feet away it is not considered a fixable punchlist item. The item may, however, be fixed at the discretion of the builder.

III. Independent Home Inspectors

Your new Caviness and Cates home has been recently inspected by local code enforcement officers (inspectors) in your specific district. These are trained certified professionals, whose job it is to enforce the building code requirements, as outlined in the North Carolina International Building Code and managed by the North Carolina Department of Insurance (NCDOI). The only way that we can close on your home is with a Certificate of Occupancy (CO) issued by your district's Inspections Office.

An independent Home Inspector has no jurisdiction over the local code enforcement officer. He must have a License from the North Carolina Home Inspector Licensure Board in order to conduct business. The provisions of his license are to adhere to these standards of practice and code of ethics. They do not require the Home Inspector to address any items that are not included in the NCIB. Simply put, he is there to inspect violations of the NCIB only. We do not encourage you to employ your own Independent Home Inspector, but we will not discourage it either. So please read the following policies and procedures if you do decide to implement one.

All fees for Independent Home Inspectors are to be paid by the homeowner. House inspection and written copies of the report will be complete before the Homeowner Orientation Walk Through is scheduled (this may delay your closing date). Caviness and Cates will address no cosmetic items listed on the Inspector's report. Our Caviness and Cates Representative must be informed of your decision to use an Independent Home Inspector a minimum of 48 hours prior to his/her scheduled inspection. Power must be turned on, as well as heating and air units started before the scheduled date of inspection. Our Caviness and Cates Representative will ensure that the home is accessible at the appointed time, but he/she is not required to meet with and/or accompany the Home Inspector through the house.

IV. House Settling

All newly constructed dwellings are going to settle. To what degree they settle no one can determine; it is strictly between the ground and the newly constructed building resting on top of it. Further, it can take up to five years for lumber and other building materials to reach equilibrium. The weakest portions of the structure are the most noticeable recipients of the house and the land settling.

The listed items below are considered normal settling occurrences:

- Crackling or popping sounds in floor system
- Nail pops, cracks and corner bead moving in drywall walls and ceilings
- Grouted area in tile separating
- Doors coming out of alignment
- Cabinet doors and/or drawers coming out of alignment
- Cracks in motor joints both in crawl spaces and veneers

Cracks in concrete, both interior and exterior
Caulked separating or cracking around vanities and cabinets, etc.
Caulked areas around trim inside and outside separating or cracking
Trim joints coming out of alignment
It takes a year for pressure treated wood to cure, cracks may occur
Exterior steps may come out of alignment, etc.

V. Warranty Coverage

Caviness and Cates agrees to provide to the Homeowner and to any subsequent owner of the Home, warranted components of the Home will be free from defect for the periods of time set forth below in conjunction with the Warranty Standards. This warranty is expressly limited by the contents of the "Exclusions" and other express terms of this Warranty and may not be modified, revised, extended or supplemented except in writing signed by the Homeowner and an authorized senior officer of Caviness and Cates.

The warranties are limited as follows:

A. 10 YEAR – Major Structural Defects

Caviness and Cates warrants that the Home will be free from any defect which: (a) is due to noncompliance with the Warranty Standards, (b) results in or causes actual, tangible damage to a "Load-Bearing Component" of the Home, (c) materially diminishes the structural integrity and the load-bearing performance of the Home, and (d) materially affects the physical safety of the occupants of the Home. Only a defect or defects meeting all of the criteria listed in (a) through (d), inclusive, above shall be deemed a "Major Structural Defect." The Warranty also covers damage to the roof, walls or foundation of the Home resulting from expansion, subsidence or lateral movement of the soil, provided that such damage is caused by a Major Structural Defect as defined above. The term of this Major Structural Defect Warranty shall be ten (10) years beginning on the Closing Date.

As used above, the term "Load-Bearing Component" means only the following: (1) roof framing members (rafters and trusses); (2) floor framing members (joists and trusses); (3) bearing walls; (4) columns; (5) lintels; (6) girders; (7) load-bearing beams; and (8) foundation systems and footings.

The following items are NOT Load-Bearing Components and defects thereto shall not be covered as Major Structural Defects pursuant to this Section: (a) non-load-bearing partitions and walls; (b) wall tile or wallpaper; (c) plaster, laths or drywall; (d) flooring and subflooring material; (e) brick, stucco, stone or veneer; (f) any type of exterior siding; (g) roof shingles, sheathing and tar paper; (h) heating, cooling, ventilating, plumbing, electrical and mechanical systems; (i) appliances, fixtures or items of equipment; and (j) doors, trim, cabinets, hardware, insulation, paint and stains.

B. 2 YEAR – Major Components

For a period of two (2) years beginning on the Closing Date, Caviness and Cates warrants that the "Major Components" of the Home will be free from defects in material and workmanship due to non-compliance with the Warranty Standards.

For the purposes of this Warranty, the term "Major Components" refers only to the following plumbing, electrical, heating and cooling systems of the Home:

Electrical System: Electrical wiring and connections.

HVAC System: Heating/cooling duct work, drain lines, refrigerant lines, and registers.

(NOTE: Manufacturer warrants other parts for at least 1 year.)

Plumbing System: Plumbing pipes and their fittings.

C. 1 YEAR – Equipment

For a period of one (1) year beginning on the Closing Date, Caviness and Cates warrants that the "Equipment" of the Home will be free from defects in material and workmanship due to noncompliance with the Warranty Standards. For the purposes of this Warranty, the term "Equipment" refers to the following items (not all of the below items will be installed in every Home): alarm system, cabinets, doors (interior and exterior), fans, fireplace, floor coverings, garbage disposal, garage door opener, light fixtures, plumbing fixtures, shower door, smoke detectors, irrigation system (if provided), tubs/showers, water heater, receptacles/GFI, windows.

A number of the Home's Equipment items are specifically covered by warranties from the manufacturers of those items. All of these manufacturer's warranties are at least one (1) year in duration. Upon request, Caviness and Cates can provide manufacturer information (if available).

Homeowner recognizes that, except as provided above, the Equipment in the Home is not warranted by Caviness and Cates, but is warranted only by the particular manufacturer.

If the Homeowner finds defects in any of the Equipment items, it is the Homeowner's obligation to follow the procedures in the applicable manufacturer's warranty and deal directly with the manufacturer of such Equipment. Caviness and Cates will use reasonable efforts to assist Homeowner in dealing with such manufacturers, if necessary.

D. Coverage for Cosmetic Deficiencies

The following deficiencies are some examples of "Cosmetic Deficiencies": Scuffed, scratched or smudged painted surfaces, flooring or countertops; chipped or stained porcelain, tile, grout or fiberglass in countertops or plumbing fixtures; chipped or otherwise defective surfaces of appliances or plumbing fixtures; torn or defective window or door screens; smudged, scratched or stained cabinet surfaces or finishes; broken glass, windows or mirrors.

Cosmetic Deficiencies are not considered damages or defects. Caviness and Cates will be obliged to correct a Cosmetic Deficiency only if such deficiency: (a) is readily visible, (b) does not result in any way from damage caused by Homeowner or any agent of Homeowner, (c) was noted at the time of the Homeowner's orientation, and (d) is due to noncompliance with the Warranty Standards.

Cosmetic Deficiencies caused by Homeowner damage are not covered by this Warranty. Unless the Homeowner notifies Caviness and Cates of a particular Cosmetic Deficiency at the time of the orientation, such Cosmetic Deficiency will be considered to be an item of Homeowner damage and will not be covered by Caviness and Cates.

E. Making a Claim

1. Homeowner's obligation: By signing this Warranty and purchasing the Home;

Homeowner agrees that it will perform necessary and regular maintenance and take care of the Home so as to prolong the life of the materials and construction in the Home.

Homeowner also agrees to contact Caviness and Cates just as soon as reasonably possible after the discovery of a potential Warranty claim, and to contact Caviness and Cates first if it is believed that the type of problem Homeowner has may be covered by the Warranty. Since it would not be fair to Caviness and Cates or its trade partners if they were not first given an opportunity to inspect and resolve such a claim, Caviness and Cates will not be responsible for unauthorized repairs done by anyone other than its personnel or its trade partners, or for the cost of such repairs.

Homeowner agrees that, as an express condition of this Warranty, Caviness and Cates will be given a reasonable opportunity to inspect the Home and, if action is required under the Warranty Standards, cure the problem described by Homeowner. Generally, this shall mean non-holiday weekdays (Monday through Friday) between 8am and 4pm. In the event Caviness and Cates is not provided a reasonable opportunity to inspect the Home or to take the action required under the Warranty to alleviate any problems described by Homeowner, Homeowner will be in breach of the Warranty.

2. Standard claim: If Homeowner has identified a concern believed to be covered by this Warranty as a result of noncompliance with the Warranty Standards, a claim may be submitted to Caviness and Cates by the following methods:

In writing using a Warranty Claim form which can be mailed or faxed.

Completed Warranty claim forms can be mailed to:

Caviness and Cates Communities
639 Executive Place, Suite 400
Fayetteville, NC 28305

Fax (910) 481-0519

By phone to the Warranty Department (910) 481-0503

www.cavinessandcates.com

Claims must be made no more than thirty (30) days after Homeowner discovers a particular defect.

3. Emergency claims: In the event of emergency repairs, calls may be made by telephone Monday-Friday from 8am to 5pm to the Caviness and Cates Warranty Department, and on weekends or after normal business hours calls can be made to our answering service at 1-800-873-0634.

4. Response to covered claims: Upon receipt of a claim, Caviness and Cates will arrange for a member of its Warranty Department to determine whether or not the claim is covered. Homeowner recognizes that if the claim is covered, Caviness and Cates has the choice of repairing the defect, replacing the defective item, or paying the Homeowner the reasonable cost of repairing or replacing the defective item. The decision to replace or repair an item or to reimburse Homeowner will be made solely by Caviness and Cates and/or its trade partners, suppliers or consultants in its or their sole discretion. These parties will also determine the materials and methods which should be used in making any repair, and whether repair or replacement is most appropriate, in their sole discretion. As described in the Warranty Standards, substitutions of brands, colors or patterns may be necessary and perfect matches are not guaranteed.

a. Repair materials / trade partners: If Caviness and Cates elects to perform repairs, all repairs will be made with materials or components identical to, or of an equal or better grade or quality than, the materials or components used in the original construction of the Home. Caviness and Cates has the right to independently select the trade partners or trades people used for repair or replacement work in its sole discretion.

b. No obligation for reimbursement: Caviness and Cates has no obligation to reimburse Homeowner for work done by Homeowner or for amounts paid by Homeowner to a repair person or trade partner which have not been pre-approved, in writing, by an authorized Representative of Caviness and Cates.

c. Time for corrective work: Caviness and Cates intends to fulfill its obligations for a particular warranty claim for defects covered by this Warranty within thirty (30) days of its receipt of a completed Warranty Claim Form, so long as Caviness and Cates is given reasonable cooperation by Homeowner. However, Homeowner recognizes that the thirty (30) day period for certain covered repairs or replacements may be required to be extended for circumstances beyond the reasonable control of Caviness and Cates, such as the unavailability of parts, strikes, labor or material shortages, unsuitable weather conditions, lack of cooperation by Homeowner or the magnitude of the repair required.

d. Limits on warranty obligations: Homeowner understands that Caviness and Cates shall not be obligated to incur any costs for the repair or replacement of defects in the Home which, in the aggregate, exceed the base purchase price for the Home paid by the original Homeowner. Further, this Warranty does not entitle Homeowner to recover for any of the following even in the event of an otherwise valid claim under the Warranty Standards: (1) consequential or incidental damages, (2) stigma damages, (3) lost profits, or (4) claims of bodily injury. All other warranties, express or implied, including, but not limited to, all implied warranties of fitness, merchantability or habitability, are disclaimed and excluded to the extent allowed by law.

5. Claims not covered by warranty - If Caviness and Cates takes the position that a particular claim is not covered by this Warranty, Caviness and Cates will provide Homeowner with a notification describing why Homeowner's claim is not covered within twenty-one (21) days of Caviness and Cates receipt of a completed Warranty Claim Form.

VI. Exclusions

Notwithstanding other provisions of this Warranty, certain defects or damages are explicitly excluded from the coverage of the Warranty.

Homeowner recognizes that this Warranty does NOT cover any of the following:

1. Damage to the Home due to ordinary wear and tear, normal deterioration or lack of Homeowner maintenance. From time to time, Caviness and Cates may perform a maintenance task as a courtesy to Homeowner that could otherwise have been denied by Caviness and Cates; however, Caviness and Cates performance of such a task on one or more occasions does not imply or require that Caviness and Cates will perform a similar task at a later date, nor shall such performance be deemed to extend the Warranty time periods described herein.
2. Damage to the Home caused by casualties normally covered by standard homeowners insurance or damage resulting from natural catastrophes, acts of God, tropical storms, tropical depressions, hurricanes, fire, smoke, explosion, nuclear hazards, volcanoes, riots, civil unrest, vandalism, blasting, aircraft crash, aircraft noise, vehicles, mud slides, sink holes, power surges, power failures, water escape, flood, wind, hail, lightning, earthquake, insects or falling trees. Further, this Warranty does not cover loss or damage to the Home or to persons or property directly or indirectly by insects, birds, vermin, rodents or wild or domestic animals.
3. Damage caused either by the abuse of the Home or use of the Home for non-residential purposes or any other manner for which it is not intended.
4. Damage resulting from or made worse by Homeowner's failure to take appropriate action to prevent further damage, including notifying Caviness and Cates of any defect within a reasonable time under the circumstances.
5. Damage to the Home caused by Homeowner (including accidental damage and damage during move-in), or damage caused by animals (including pets), or by an invitee, lessee, guest, trespasser, tenant, renter or other occupant of the Home.
6. Damage resulting from (a) any changes after the Closing to the grading or drainage of the property on which the Home is located, or (b) modifications or additions to the Home or the property under or around the Home.
7. Landscaping, including trees, shrubs, grass and flowers are not covered by any warranty.
8. Grading and drainage are not covered by any warranty, nor will they be maintained or modified by Caviness and Cates after closing in any way whatsoever UNLESS the grading or drainage is found to be in violation of the applicable provision of the North Carolina Residential Construction Performance Standards. Homeowner's closing of the sale constitutes an acceptance of the existing drainage and erosion controls of the property, except for matters noted on a Punch List.
9. As of the date and time of the Closing, Caviness and Cates shall have no further responsibility for soil erosion, soil conditions or the growth or death of grass, trees or shrubbery. Caviness and Cates shall not be liable for trees or shrubs, or damage or destruction to same. Caviness and Cates makes no warranty whatsoever as to the type, location or amount of trees which will exist on the property after construction. Caviness and Cates will plant grass seed or install sod, as the case may be, in certain locations at their discretion; however, as part of its construction many areas will be left in their natural state and will not be landscaped in any way. Because the growth of grass seed and the health of sod are dependent on Homeowner's care and maintenance, Caviness and Cates makes no warranty regarding the presence, absence, growth or death of grass. Because prevention of erosion is dependent on Homeowner's care and maintenance of the grass and sod, Caviness and Cates makes no warranty regarding erosion.
10. Caviness and Cates shall not be responsible for the correction of any leakage or seepage caused by damaged water pipes or mains, alteration of the landscaping by a party other than Caviness and Cates (specifically including, without limitation, any changes which cause the water to flow towards the dwelling), or prolonged direction

of water against the outside foundation wall from a spigot, sprinkler, hose or improperly maintained gutters or downspouts.

11. Defects in or defects caused by materials furnished or work done at request of Homeowner by anyone other than Caviness and Cates or its employees, agents or trade partners expressly selected by Caviness and Cates.

12. Non-structural cracks less than 1/4th of one inch in average width in concrete and masonry. It is not unusual for such cracks to typically appear in such surfaces and frequently occur due to normal settling of a Home. Homeowner acknowledges that it has been informed, and is hereby again informed that (a) when new concrete hardens, normal shrinkage cracks often occur, and (b) because concrete is not an elastic material, minor cracks (less than 1/8th of an inch in width) are inevitable and are rarely a cause for concern.

13. Cracks of less than 1/8th of one inch in width in walls or ceilings. Homeowner has been informed, and is hereby again informed, that hairline cracks are not unusual in drywall wall or ceiling surfaces.

14. Cracks which appear in grouting of ceramic tile joints or at junctions with other materials such as a bathtub. Homeowner has been informed, and is hereby again informed, that these cracks are commonly due to normal wear and tear and/or shrinkage conditions.

15. Wood cracks or minor openings of wooden joints such as in panel doors, mitered casings and solid paneling. Such cracks and openings are generally caused by normal shrinkage during the drying out process of wood in the Home and may be mitigated with proper maintenance, including caulking. In addition, the Warranty does not cover cracking, twisting or turning of wood beams, unless such condition(s) prevent(s) the beam from otherwise meeting industry structural standards.

16. Damage caused by the fading, chalking or checking of outside paint, masonry, or other exterior finishes caused by sun or weather. In the event that Caviness and Cates elects at its own discretion to perform any paint repairs or patching, Homeowner recognizes that Caviness and Cates cannot guarantee that the new paint will perfectly match the old paint. (Similarly, in the case of carpet replacement, Caviness and Cates cannot guarantee exact color matches due to change in dye lots over time by the manufacturer.

17. Any condition which does not result in actual physical damage to the Home including, but not limited to, inhabitability or health risk due to the presence or consequence of unacceptable levels of radon gas, formaldehyde, electric and magnetic fields, carcinogenic substances, dust or other pollutants and contaminants, noise, unpleasant odors, or the presence of hazardous or toxic onsite materials.

18. Negligence, improper or inadequate maintenance or operation, or changes, additions or alterations by parties other than Caviness and Cates or its agents with respect to the Home, its systems, appliances, equipment and its fixtures or appurtenances.

19. Violations of applicable building codes or ordinances in effect at the time of construction, including model energy codes or governmental financing requirements, unless such violation results in a defect which is otherwise covered under this Warranty. Under such circumstances, the obligation of Caviness and Cates under this Warranty shall be to repair the warranted defect, but shall not necessarily obligate Caviness and Cates to restore or bring the Home into compliance with such code or ordinance.

20. Loss or damage caused by or resulting from Homeowner's abnormal loading of structural elements which exceeds designed loads, including, without limitation, water beds, safes, weight benches, large fish tanks and pool tables.

21. Bodily injury or damage to personal property and any and all incidental and consequential damages, including, without limitation, lost profits, stigma damages, time missed from employment, expenses to address special health or physical situations, costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs.

22. Loss or damage resulting from, or made worse by: (a) changes to the grading of the property surrounding the Home by anyone, including changes made by neighbors of Homeowner, except Caviness and Cates or its authorized employees, agents, or trade partners, (b) changes in the grading or drainage resulting from erosion or subsidence, or (c) other soil movement. Caviness and Cates assumes no responsibility for damage caused by lack of or improper landscaping, changing the grade of a yard, or fencing, patios, spas, pools, or otherwise which alters the grading or the water table.

23. Loss or damage resulting from, or made worse by, dampness, condensation, cold or heat buildup caused by Homeowner's failure to maintain proper ventilation.
24. Loss or damage due to the actions of others, including, without limitation, actions by or failure to act of cities, counties, or utility companies, including failure to provide utility service to the Home or its property (including, without limitation, any delay or failure to provide DSL, INTERNET, cable, or telephone services to the Home).
25. Loss or damage due to loss of views or privacy or noise, including, without limitation, loss of views or privacy resulting from the construction or occupancy of homes adjoining or adjacent to the Home. No warranty of any kind is made as to the future use of any land parcels adjacent to or near the Home
26. Loss or damage to land.
27. Loss or damage to wiring to and between communication devices from the source of power, whether or not connected to the interior wiring system of the Home, Such devices shall include, but not be limited to, telephone systems, television cable systems, intercom systems, computer systems and security systems.
28. Damage to tract boundary walls or fencing occurring after obligations for maintenance of such walls or fencing has been dedicated to and accepted by a homeowners association, maintenance district or governmental entity.
29. This Warranty does not cover any appliance, piece of equipment, or other item which is a "consumer product" for purposes of the Magnuson-Moss Warranty Act (15 U.S.C. Sec. 2301-2312), and Caviness and Cates disclaims any implied warranties with respect thereto. However, some of these products have written warranties by the manufacturer.
30. Under no circumstances shall Caviness and Cates be liable for any special, indirect, incidental or consequential damages, including, without limitation, any damages based on a claimed decrease in the value of the home, even if Caviness and Cates has been advised of the possibility of such damages.

VII. Warranty Standards

The Warranty Standards instruct the Homeowner as to what may be reasonably expected in terms of the performance of the Home and, specifically, what is considered a "defect" and therefore covered during a particular Warranty period. Additionally, Homeowner will find the Warranty Standards helpful in determining what is customary and "normal" in a material or an aspect of Caviness and Cates construction process. Warranty Standards include most systems and components of the Home.

If any aspect of the Home fails to perform as described in the Warranty Standards within the time period for which that aspect of the Home is expressly covered by this Warranty, Caviness and Cates (or the relevant trade partner, manufacturer, or material supplier) will resolve the claim pursuant to the warranty as described in this manual, consistent with the terms of the Warranty Standards. Where specific standards are not listed, Caviness and Cates is entitled to take action based on building industry practices customary in the geographic area where your Home was built.

While the warranties are extended to subsequent owners of the Home, Caviness and Cates is not responsible for any representation or misrepresentation made by one Homeowner to any subsequent owner of the Home. Actions taken by Caviness and Cates to cure defects hereunder will not extend periods of coverage's under this Warranty.

Applicable to YEAR ONE ONLY of the Caviness and Cates Limited Warranty:

- A. The warranty standards listed in the following pages are intended to provide you with an understanding of Builder's obligation for the correction of items under the LIMITED WARRANTY during the FIRST YEAR of the LIMITED WARRANTY.
- B. Following the end of the first year of your home's warranty period, the warranty standards will NOT apply and we will utilize the factors contained in the section on the 2/10 year coverage of the HOME BUILDER'S LIMITED WARRANTY.

"WE", "US", and "OUR" refer to the Builder and "YOU" and "YOUR" refer to the Buyer/Homeowner.

For easy comprehension, the format is designed as follows:

Observation: A brief statement, in simple terms, of items that may be encountered.

Performance Guideline: A warranty standard relating to a specific item. The warranty covers only non-compliance with this standard.

Corrective Measure: A statement of the corrective action and Builder's obligation (if any) required to repair the deficiency.

Discussion: Additional information.

1. Site Work

Note: Your lot was designed to drain in a predetermined fashion. The finished graded lot was inspected during your home's final building inspection and prior to your occupancy. Grading and drainage are not covered by any warranty outside of the performance guidelines below. As part of construction, areas may have been left in their natural state and not landscaped in any way. Prevention of erosion is a Homeowner responsibility.

1-1-1 **Observation:** The ground has settled around the foundation, over utility trenches, or in other areas.

Performance Guideline: Settled ground around foundation walls, over utility trenches, or in other filled areas will not interfere with water drainage away from the home.

Corrective Measure: Builder will fill areas that settle more than 6 inches and that affect proper drainage. It is the homeowner's responsibility to replace shrubs, grass, other landscaping, concrete/pavement, sidewalks, or other improvements affected by placement of such fill. This does not cover erosion.

1-1-2 **Observation:** The property does not properly drain.

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

Corrective Measure: None. Builder is responsible for initially establishing the proper grades and swales.

Discussion: Grass and other landscaping are integral components of the storm water management practice needed to minimize erosion from the property. It is Homeowner's responsibility to maintain grass and other landscaping to help ensure the property drainage system functions properly. Homeowner is responsible for maintaining such grades and swales after closing.

1-1-3 **Observation:** The property has soil erosion.

Performance Guideline: Builder is not responsible for soil erosion.

Corrective Measure: No corrective action is required by Builder. Builder is not responsible for erosion due to acts of God, weather conditions, property alteration by Homeowner, construction on adjacent properties, utility company's work, improper consumer maintenance, or other conditions beyond Builder's control.

1-1-4 **Observation:** Water from a nearby or adjacent property flows onto Homeowner's property.

Performance Guideline: Builder is responsible for providing a reasonable means of draining water from rain, melting snow, or ice on the property and in the immediate area of the home, but Builder is not responsible for water flowing from a nearby or adjacent property.

Corrective Measure: None.

2. Foundation and Concrete

2.1 General

2-1-1 **Observation:** There is a crack in concrete.

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

Corrective Measure: Builder will repair any cracks in excess of the performance guideline, using a material designed to fill cracks in concrete.

Discussion: Settling and temperature changes will cause cracks in foundations, garage floors, driveways, sidewalks and patios. Such cracks cannot be prevented and are generally not a cause for concern unless they exceed the performance guidelines. Normal homeowner maintenance should include filling these cracks with any commercially available caulk or sealant designed for the application.

2.2 Concrete Slabs

2-2-1 **Observation:** A concrete slab within the structure has separated or moved at control joints.

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

Corrective Measure: None. This is a normal occurrence.

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

2-2-2 **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 will not have pits, depressions, or areas of unevenness exceeding 3/8 inch in 32 inches.

Corrective Measure: Builder 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.

2-2-3 **Observation:** The concrete floor slab is cracked.

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

Corrective Measure: Builder will repair cracks that do not meet the performance guideline using a material designed to fill cracks in concrete.

2-2-4 **Observation:** Interior concrete is pitting or spalling.

Performance Guideline: Interior concrete surfaces will not pit or spall unless the deterioration is caused by factors outside of Builder's control.

Corrective Measure: Builder will repair concrete surfaces using materials designed for this purpose.

2-2-5 **Observation:** The interior concrete slab has a loose, sandy surface, sometimes referred to as "dusting."

Performance Guideline: The surface will not be so sandy that it causes a problem when the finish flooring is applied.

Corrective Measure: The surface will be repaired to be suitable for the finish flooring.

2.3 Crawl Space Walls

2-3-1 **Observation:** A crawl space wall is cracked.

Performance Guideline: Cracks in crawl space walls will not exceed ¼ inch in width.

Corrective Measure: Builder will repair cracks to meet the performance guideline using a material designed to fill cracks in concrete.

Discussion: Shrinkage cracks are common in concrete block masonry and should be expected in crawl space and basement walls. Cracks may be vertical, diagonal, horizontal, or in stepped-in masonry joints.

2-3-2 **Observation:** Efflorescence is present on the surface of the crawl space block.

Performance Guideline: If the efflorescence is caused by water leakage (actual flow and accumulation), Builder will eliminate the leak into the structure.

Corrective Measure: Builder will repair to meet the performance guideline.

Discussion: Efflorescence is a typical condition caused by moisture reacting with the soluble salts in concrete and forming harmless carbonate compounds. It 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 or crawl spaces.

2.4 Poured Crawl Space Walls

2-4-1 **Observation:** An exposed concrete wall has pits, surface voids, or similar imperfections in it.

Performance Guideline: Surface imperfections larger than 1 inch in diameter or 1 inch in depth are considered excessive.

Corrective Measure: Builder will repair imperfections that do not meet the performance guideline, using a material designed to fill holes in concrete.

Discussion: Pits, surface voids, and similar imperfections are called “air surface voids” and are caused by air trapped between the concrete and concrete form interface. Air surface voids are not structurally significant. The technical term for larger voids is honeycomb. These must be dealt with in accordance with this guideline. The repaired area is unlikely to match the color or texture of the surrounding concrete.

2-4-2 **Observation:** A poured crawl space wall is cracked.

Performance Guideline: Cracks in poured walls will not exceed ¼ inch in width.

Corrective Measure: Builder will cosmetically repair any cracks to meet the performance guideline, using a material designed to fill cracks in concrete.

Discussion: Shrinkage cracks and other cracks are common and are inherent in the drying 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.

2-4-3 **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: Builder will cosmetically repair any cold joint to meet the performance guideline, using a material designed to fill cracks in concrete.

2-4-4 **Observation:** Efflorescence is present on the surface of the poured concrete basement wall.

Performance Guideline: If the efflorescence is caused by basement water leakage, (actual flow or accumulation), Builder will eliminate the leak into the structure.

Corrective Measure: Builder will repair to meet the performance guideline.

Discussion: Efflorescence is a typical condition caused by moisture reacting with the soluble salts in concrete and forming harmless carbonate compounds. It 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 or crawl spaces.

2.5 Moisture and Water Penetration, Crawl Spaces

2-5-1 **Observation:** Water accumulates in a vented crawl space.

Performance Guideline: Crawl spaces should be graded and proper exterior foundation drains and/or waterproofing installed as required by the prevailing building codes to prevent water from accumulating.

Corrective Measure: Builder will take corrective measures to meet the performance guideline.

2-5-2 **Observation:** Condensation is evident on the vented crawl space surfaces.

Performance Guideline: Builder will install the ventilation and vapor barrier required by the prevailing building code.

Corrective Measure: Builder will take corrective actions to meet the performance guideline. If the crawl space is ventilated as required by applicable building codes, then no corrective action is required by Builder. Further reduction of condensation is a consumer maintenance responsibility.

Discussion: Temporary conditions that cause condensation that cannot be eliminated by ventilation and a vapor barrier may include:

- Night air gradually cools the interior surfaces of the crawl space.
- In the morning, moisture picked up by sun-warmed air migrates into the crawl space and condenses on cool surfaces.
- At night, outside air may rapidly cool foundation walls and provide a cool surface on which moisture may condense.
- If the home is left unheated in the winter, floors and walls may provide cold surfaces on which moisture in the warmer crawl space air may condense.
- Excessive moisture inside a heated home may reach the dew point within, or on the colder bottom surface of, vapor permeable floor insulation. Moisture on or under the poly vapor barrier may result from condensation or hydrostatic pressure. This is normal. Homeowner can reduce condensation, if necessary, by enclosing the crawl space and dehumidifying (closed crawl) or by enclosing and intentionally heating and cooling the crawl space (conditioned crawl).

2.6 Structural Columns, Posts, or Piers

2-6-1 **Observation:** An exposed wood column is bowed or is out of plumb.

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

Corrective Measure: Builder will repair any deficiencies in excess of the performance guideline.

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 Builder.

2-6-2 **Observation:** An exposed concrete column is installed bowed or out of plumb.

Performance Guideline: Exposed concrete columns will 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: Builder will repair any deficiencies in excess of the performance guideline.

2-6-3 **Observation:** A masonry column or pier is out of plumb.

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

Corrective Measure: Builder will repair any deficiencies in excess of the performance guideline.

2.7 Concrete Stoops and Steps

2-7-1 **Observation:** Stoops or steps have settled, heaved, or separated from the house structure.

Performance Guideline: Stoops and steps will not settle, heave, or separate in excess of 1 inch from the house structure.

Corrective Measure: Builder will make a reasonable and cost- effective effort to meet the performance guideline.

2-7-2 **Observation:** Water remains on stoops or steps after rain has stopped.

Performance Guideline: Water will drain off outdoor stoops and steps. Minor amounts of water can be expected to remain on stoops and steps for up to 24 hours after rain.

Corrective Measure: Builder will take corrective action to ensure proper drainage of stoops and steps.

2.8 Garage

2-8-1 **Observation:** The garage floor slab is cracked.

Performance Guideline: Cracks in a concrete garage floor greater than 3/16 inch in width or 3/16 inch in vertical displacement are considered excessive.

Corrective Measure: Builder will repair cracks in the slab using a material designed to fill cracks in concrete.

Discussion: The repaired area may not match the existing floor in color and texture.

2-8-2 **Observation:** A garage concrete floor has settled, heaved, or separated.

Performance Guideline: The garage floor will not settle, heave, or separate in excess of 1 inch from the structure.

Corrective Measure: Builder will make a reasonable and cost- effective effort to meet the performance guideline.

Discussion: The repaired area may not match the existing floor in color and texture.

2-8-3 **Observation:** Garage doors fail to operate properly under normal use.

Performance Guideline: Garage doors will operate as designed.

Corrective Measure: Builder will correct or adjust garage doors as required, unless Homeowner's actions or negligence caused the problem.

Discussion: The safety sensors can be easily knocked and misaligned so that the doors will not operate properly. Homeowner should avoid storing items near the sensors. Direct sunlight can also cause the sensors to indicate that something is blocking the opening and prevent the doors from shutting.

2-8-4 **Observation:** Garage doors allow the entry of snow or water.

Performance Guideline: Garage doors will be installed as recommended by the manufacturer. Some snow or water can be expected to enter under normal conditions.

Corrective Measure: Builder will adjust or correct the garage doors to meet the manufacturer's installation instructions.

2.9 Driveways and Sidewalks

2-9-1 **Observation:** A concrete driveway or sidewalk is cracked.

Performance Guideline: Cracks (outside of control joints) that exceed 1/4 inch in width or 1/4 inch in vertical displacement will be repaired.

Corrective Measure: Builder will repair affected areas to eliminate cracks that exceed the performance guidelines using a material designed to fill cracks in concrete.

Discussion: Minor concrete cracking is normal and to be expected. Control joints are placed in the concrete to help control cracks and provide a less visible area for them to occur. Cracking can be caused by elements outside of Builder's control. The repaired area may not match the existing area in color and texture.

2-9-2 **Observation:** Adjoining exterior concrete flatwork sections deviate in height from one section to another.

Performance Guideline: Adjoining concrete sections will not deviate in height by more than 1/2 inch unless the deviation is intentional at specific locations such as at garage door openings.

Corrective Measure: Builder will repair deviations to meet the performance guideline.

Discussion: Some areas of the country experience lift or settlement at the junction of the garage floor and the driveway, which occurs because of seasonal fluctuations in moisture and temperature. Repairs will only be made after the effects of the current seasonal fluctuations have subsided and the true determination of repair can be made. The repaired area may not match the existing area in color and texture.

2-9-3 **Observation:** A sidewalk and other exterior concrete flatwork has settled.

Performance Guideline: Adjoining concrete sections will not deviate in height by more than 1/2 inch.

Corrective Measure: Builder will repair deviations to meet the performance guideline.

Discussion: Some areas of the country experience lift or settlement at the junction which occurs due to seasonal fluctuations in moisture and temperature. Repairs will only be made after the effects of the current seasonal fluctuations have subsided and a true determination of repair can be made. The repaired area may not match the existing area in color and texture.

2-9-4 **Observation:** Water collects or ponds on the sidewalk.

Performance Guideline: Standing water that is 3/8 inch deep on a sidewalk 24 hours after the end of a rain is considered excessive.

Corrective Measure: Builder will repair or replace the affected area to meet the performance guideline.

Discussion: The repaired area may not match the existing area in color and texture.

3. Interior Floor Construction

3.1 Floor System

3-1-1 **Observation:** Springiness, bounce, shaking, or visible sag is present in the floor system.

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

Corrective Measure: Builder 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. If a consumer expresses a preference to Builder before construction, Builder and Homeowner may agree upon a higher standard.

3.2 Beams, Columns, and Posts

3-2-1 **Observation:** An exposed wood column, post, or beam is split.

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

Corrective Measure: Builder will repair or replace any wood column, post, or beam that does not meet the performance guideline. Filling splits with appropriate filler is an acceptable method of repair.

Discussion: Columns, posts, and beams will sometimes split as they dry after installation. Splitting is acceptable and is not a structural concern if the columns, posts, or beams have been sized according to manufacturer's specifications or applicable building codes. Some materials have inherent cracks or imperfections; these do not require repair.

3-2-2 **Observation:** An exposed wood beam or post is twisted or bowed.

Performance Guideline: Exposed wood posts and beams will meet the grading standard for the species used. Posts and beams with bows and twists exceeding 3/4 inch in an 8-foot section will not be installed, and those that develop bows and twists exceeding 3/4 inch in an 8-foot section are considered excessive.

Corrective Measure: Builder will repair or replace any beam or post with a bow or twist that exceeds the performance guideline.

Discussion: Beams and posts, especially those 3 1/2 inches or greater in thickness (which normally are not kiln dried) will sometimes twist or bow as they dry after milling or installation. Twisting or bowing is usually not a structural concern if posts and beams have been sized according to manufacturers' specifications or applicable building codes.

3-2-3 **Observation:** An exposed wood beam or post is cupped.

Performance Guideline: Cups exceeding 1/4 inch in 5 1/2 inches are considered excessive.

Corrective Measure: Builder will repair or replace any beam or post with a defect that does not meet the performance guideline.

Discussion: Cupped lumber is lumber that has warped or cupped across the grain in a concave or convex shape. Beams and posts, especially those 3 1/2 inches or greater in thickness (which normally are not kiln dried), will sometimes cup as they dry after milling or installation.

3.3 Subfloor and Joists

3-3-1 **Observation:** The wood subfloor squeaks or appears loose.

Performance Guideline: Although a totally squeak-proof floor cannot be guaranteed, frequent, loud squeaks caused by improper installation or loose subflooring are deficiencies.

Corrective Measure: Builder will refasten any loose subfloor 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, floor sheathing, or boards move slightly when someone walks over them. Boards and floor sheathing may become loose due to shrinkage of the floor structure or subfloor 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. The nature of wood and construction methods makes it practically impossible to eliminate all squeaks during all seasons. Fastening loose subflooring with casing nails into carpet and counter sinking the head is an acceptable method of repair. Snap-off screws may also be used to refasten subflooring through carpet.

3-3-2 **Observation:** A wood subfloor is uneven.

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

Corrective Measure: Builder will correct or repair the subfloor to meet the performance guideline.

3-3-3 **Observation:** A wood subfloor is out of level.

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

Corrective Measure: Builder will make a reasonable and cost-effective effort to modify the floor to 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.

3-3-4 **Observation:** Deflection/flex is observed in a floor system constructed of wood I-joists/floor trusses, etc.

Performance Guideline: All wood I-joists and other manufactured structural components in the floor system will be sized and installed as provided in the manufacturers' instructions and applicable building codes.

Corrective Measure: Builder will reinforce or modify as necessary any floor component that does not meet the performance guideline.

Discussion: Some deflection and/or flex is normal and is not an indication of deficiency in the strength and safety of the product. If a Homeowner requests it, Builder and Homeowner may agree to more stringent criteria in writing prior to construction.

4. Walls

4.1 Wall Framing

4-1-1 **Observation:** A framed wall is not plumb.

Performance Guideline: The interior face of wood-framed walls will not be more than 3/8 inch out of plumb for any 32 inches in any vertical measurement.

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

4-1-2 **Observation:** The wall is bowed.

Performance Guideline: Walls will 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.

Corrective Measure: Builder 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.

4-1-3 **Observation:** Deflection is observed in a beam, header, girder, or other structural member in a wall.

Performance Guideline: All beams, headers, girders, and other dimensional or manufactured structural members in the wall system will be sized according to the manufacturers' specifications and applicable building codes.

Corrective Measure: Builder will reinforce or modify, as necessary, any beam, header, girder, or other dimensional or manufactured structural member in the wall system that does not meet the performance guideline.

4.2 Moisture Barriers and Flashing

4-2-1 **Observation:** Bulk water is penetrating around a window or door.

Performance Guideline: Windows and doors will be installed and flashed in accordance with manufacturer's specifications and/or as required by prevailing building codes.

Corrective Measure: Builder will correct to meet the performance guideline.

4.3 Wall Insulation

4-3-1 **Observation:** Wall insulation is insufficient.

Performance Guideline: Builder will install insulation according to R-values as required by the prevailing building code.

Corrective Measure: Builder will install insulation to meet the performance guideline.

4.4 Windows and Glass

Notes: The bottom window sashes in your home may be released from the upright position and leaned in for ease in cleaning. Use only manufacturer approved cleaning products, and do not use abrasives or scraping tools. Damaged windows are not covered under warranty unless noted before closing on the Homeowner Orientation Form. Be careful when removing your window screens. They can be easily bent out of shape or have the screening torn. Window screens are not warranted against damage. You can clean your screens by removing them and using warm, clear water with mild detergent. Rinse them off thoroughly and allow them to dry completely before reinstalling.

4-4-1 **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 specifications.

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

Discussion: Dust or dirt may accumulate in the tracks. Use a vacuum attachment to clean the tracks regularly.

4-4-2 **Observation:** Window glass is broken and a screen or window hardware is missing or damaged.

Performance Guideline: Glass should not be broken and screens and hardware should not be damaged or missing at the time closing. Screens included will be installed.

Corrective Measure: Broken glass, missing or damaged screens, or missing or damaged hardware reported to Builder prior to closing will be installed or replaced. Broken glass, missing or damaged screens, or missing or damaged hardware reported after closing are the Homeowner's responsibility.

4-4-3 **Observation:** Water is observed in the home around a window unit during or after rain.

Performance Guideline: Window installation will be performed in accordance with manufacturer's specifications so that water does not intrude beyond the drainage plane of the window during normal rain conditions. Windows will resist water intrusion as specified by the window manufacturer.

Corrective Measure: Builder will correct any deficiencies attributed to improper installation. Any deficiencies attributed to the window unit's performance will be addressed by the window manufacturer's warranty.

Discussion: Leakage at the glazing interface is covered under the manufacturer's warranty. Windows have a limited ability to resist excessive wind-driven rain, but should perform according to manufacturer's specifications. Homeowner is responsible for keeping weep holes clean of debris as they are designed to allow wind-driven rain to be diverted from the window sill.

4-4-4 **Observation:** Window grids, grilles, or muntins fall out or become out of level.

Performance Guideline: Window grids, grilles, or muntins will not disconnect, fall, or become out of level.

Corrective Measure: During the warranty period, window grids, grilles, or muntins will be repaired or replaced.

4-4-5 **Observation:** Glass surfaces are scratched.

Performance Guideline: Glass surfaces will not have scratches visible from 10 feet under normal lighting conditions at the time of closing.

Corrective Measure: Builder will repair or replace any scratched glass surface if noted prior to closing.

4.5 Exterior Doors

4-5-1 **Observation:** An exterior door is warped.

Performance Guideline: Exterior doors will not warp to the extent that they become inoperable or cease to be weather-resistant. A 1/4 inch tolerance as measured diagonally from corner to corner is acceptable.

Corrective Measure: Builder 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.

4-5-2 **Observation:** An exterior door sticks or binds.

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

Corrective Measure: Builder will adjust or replace the door to meet the performance guideline if the problem is caused by faulty workmanship or materials.

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. Any changes to originally installed door hardware, weather stripping or other door components that cause improper operation are not Builder's responsibility.

4-5-3 **Observation:** An exterior door will not close and latch.

Performance Guideline: Exterior doors will close and latch at new home orientation.

Corrective Measure: Prior to closing, Builder will adjust the door or latching mechanism to meet the performance guideline.

Discussion: Exterior doors may warp or bind to some degree because of the difference in the temperature, humidity, or both, between inside and outside surfaces. Latching also can be affected by natural settling. Subsequent adjustments may be necessary by Homeowner.

4-5-4 **Observation:** The primary door behind the storm door is damaged from exposure to sunlight.

Performance Guideline: It is a common occurrence for doors storm doors to be damaged by exposure to sunlight.

Corrective Measure: No corrective action is required by Builder.

Discussion: Plastic moldings may melt or deform if the exterior door is covered by a storm door 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 primary door and the storm door. The storm door should be removed and reinstalled by Homeowner as a part of normal seasonal maintenance (i.e., removed in the spring and reinstalled in the fall). Homeowner is also cautioned to follow the manufacturer's recommendations on painting the door. Dark colors will tend to absorb more heat.

4-5-6 **Observation:** Caulking or glazing on the primary door behind the storm door cracks or peels.

Performance Guideline: It is a common occurrence for caulking or glazing on the primary door behind the storm door to crack or peel.

Corrective Measure: No corrective action is required by Builder.

Discussion: High temperatures may cause glazing and caulking to harden and/or fail prematurely if the door is covered by a storm door 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 primary door and the storm door. The storm door should be removed and reinstalled by Homeowner as a part of normal seasonal maintenance (i.e., removed in the spring and reinstalled in the fall). Homeowner is also cautioned to follow the manufacturer's recommendations on painting the moldings. Dark colors will tend to absorb more heat.

4-5-7 **Observation:** A door swings open or closed by the force of gravity.

Performance Guideline: Exterior doors will not swing open or closed by the force of gravity alone.

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

4-5-8 **Observation:** The reveal around an exterior door edge, doorjamb, and/or threshold is uneven.

Performance Guideline: Gaps between adjacent components will not vary by more than 3/16 inch along each side of the door.

Corrective Measure: Builder 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.

4-5-9 **Observation:** Air movement or light is observed around a closed exterior door.

Performance Guideline: Weather stripping will be installed and sized properly to seal the exterior door when closed in order to prevent excessive air infiltration.

Corrective Measure: Builder will adjust exterior door unit or weather stripping 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. Weather stripping seals the gaps required for proper operations to prevent excessive air infiltration. At times of high wind or temperature differentials inside the home and outside, there may be noticeable air movement around a closed door's perimeter. A small glimmer of light seen at the corners of the door unit is normal. Weather stripping should be kept cleaned and maintained by Homeowner.

4-5-10 **Observation:** Exterior door hardware or kickplate has tarnished.

Performance Guideline: Finishes on door hardware or kickplates installed by Builder are covered by the manufacturer's warranty.

Corrective Measure: No corrective action is required by Builder.

4-5-11 **Observation:** A sliding patio door or screen will not stay on track.

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

Corrective Measure: Prior to closing, Builder will adjust the door or screen.

Discussion: Proper operation should be verified by Homeowner and Builder prior to closing.

4-5-12 **Observation:** A sliding patio door does not roll smoothly

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

Corrective Measure: Prior to closing, Builder will adjust the door.

Discussion: Proper operation should be verified by Homeowner and Builder prior to closing.

4-5-13 **Observation:** A doorknob, deadbolt, or lockset does not operate smoothly.

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

Corrective Measure: Prior to closing, Builder will adjust, repair, or replace knobs as required.

Discussion: Locksets may feel heavy or stiff but are operating as intended by the manufacturer. This can be true for locksets of all price ranges.

5. Exterior Finish

Note: Some exterior areas of the home may have been caulked and/or painted as required. Routine maintenance includes regular inspection of exterior caulking and paint, and re-caulking or painting at regular intervals as needed.

5.1 Vinyl Siding

5-1-1 **Observation:** Vinyl siding is bowed or wavy.

Performance Guideline: Some waviness in vinyl siding is expected. Waves or similar distortions in vinyl lap siding are considered excessive only if they exceed 1/2 inch in 32 inches.

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

5-1-2 **Observation:** Siding is faded.

Performance Guideline: Any color siding, when exposed to the ultraviolet rays of the sun, will fade. Fading cannot be prevented by Builder. 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 by Builder. Homeowner should contact the siding manufacturer for issues with inconsistent fading.

Discussion: Color warranties are provided by the siding manufacturer. Homeowner should contact the manufacturer with questions or claims regarding changes in color of vinyl 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.

5-1-3 **Observation:** Vinyl siding trim is loose.

Performance Guideline: Trim will not separate from the home by more than 1/4 inch.

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

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

5-1-4 **Observation:** Vinyl siding courses are not parallel with eaves or wall openings.

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

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

5-1-5 **Observation:** Nail heads show in vinyl siding.

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

Corrective Measure: Builder will install trim as necessary to cover the nails and 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 not be face nailed when proper accessory products are used. For example, under a window application Builder can use the J-channel trim and utility trim, and snap punch the top of the vinyl siding. If face nailing is the only option, Builder should predrill a 1/8 inch diameter hole to allow for expansion and contraction.

5-1-6 **Observation:** Vinyl siding trim accessory is loose from caulking at windows or other wall openings.

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

Corrective Measure: Prior to closing, Builder will repair or recaulk, as necessary, to eliminate the separation.

5-1-7 **Observation:** Vinyl siding is cut unevenly.

Performance Guideline: Gaps will comply with the manufacturer's guidelines.

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

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

5-1-8 **Observation:** Vinyl 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.

Corrective Measure: Builder will correct the spacing to meet the performance guideline.

5.2 Cement Board Siding

5-2-1 **Observation:** Cement board siding is cracked or chipped.

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

Corrective Measure: If noted prior to closing, cracked or chipped cement board will be repaired or replaced as necessary, as determined by Builder.

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

5-2-2 **Observation:** Cement board siding is improperly fastened.

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

Corrective Measure: Builder will correct or repair improperly fastened boards. Overdriven nail heads or nails driven at an angle can be filled with siding manufacturer's specified product.

5.3 Masonry and Veneer

5-3-1 **Observation:** A masonry or veneer wall or mortar joint is cracked.

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

Corrective Measure: Builder will repair cracks in excess of the performance guideline by tuck pointing, patching, or painting, as deemed most appropriate by Builder. Builder will not be responsible for color variation between the original and new mortar or between the brick or stone and the pointing material.

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

5-3-2 **Observation:** Cut bricks below openings in masonry walls are of different thickness.

Performance Guideline: Cut bricks used in the course directly below an opening will 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: Builder 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. An exact match of brick and mortar after a repair cannot be guaranteed.

5-3-3 **Observation:** A brick course is not straight.

Performance Guideline: No point along the bottom of any course will be more than 1/4 inch higher or lower than any other point within 10 feet along the bottom of the same course, or 1/2 inch in any length.

Corrective Measure: Builder 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. An exact match of brick and mortar after a repair cannot be guaranteed.

5-3-4 **Observation:** Brick veneer is spalling.

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

Corrective Measure: Defective brick is covered by the manufacturer's warranty. No corrective action is required by Builder.

5-3-5 **Observation:** Mortar stains are observed on exterior brick or stone.

Performance Guideline: Exterior brick and stone will be free from mortar stains detracting from the appearance of the finished wall when viewed from a distance of 20 feet.

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

5-3-6 **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 action is required by Builder.

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 because masonry products absorb and retain moisture.

5-3-7 **Observation:** There is water damage to interior walls as a result of a leak in the exterior brick or stone.

Performance Guideline: Exterior brick and stone walls should be constructed and flashed according to the prevailing building code to prevent water penetration to the interior of the structure under normal weather conditions.

Corrective Measure: Builder will repair the wall to meet the guideline, unless the water damage resulted from factors beyond Builder's control.

Discussion: Water penetration resulting from external factors such as extreme weather conditions or sprinkler systems are not Builder's responsibility.

5.4 Stucco and Parged Coatings

5-4-1 **Observation:** An exterior stucco wall surface is cracked.

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

Corrective Measure: Prior to closing, Builder will repair cracks exceeding 1/8 inch in width. Caulking and touch-up painting are acceptable. An exact color or texture match may not be attainable.

Discussion: Hairline cracks in stucco or cement plaster (parging) are common, especially if the coatings have been applied directly to masonry back up.

5-4-2 **Observation:** The color, texture, or both, of exterior stucco walls are not uniform.

Performance Guideline: Exterior stucco walls may not match when applied on different days or under differing environmental conditions (e.g., temperature, humidity, etc.).

Corrective Measure: Stucco finishes are unique and an exact match of color, texture, or both, may not be practical; therefore, no corrective action is required by Builder.

Discussion: Stucco includes cement-based coatings and similar synthetically-based finishes. A number of variables affect coloring and texture of stucco. It is difficult, if not impossible, to achieve a color match between stucco coatings applied at different times. Approved samples prior to installation can minimize misunderstandings about color and texture.

5-4-3 **Observation:** Coating has separated from the base on an exterior stucco wall.

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

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

Discussion: A number of variables affect coloring and texture of stucco. It is not possible to achieve an exact color and/or texture match between stucco coatings applied at different times.

5-4-4 **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: Builder will make necessary corrections so that lath is not visible. The finish color and/or texture may not match.

5-4-5 **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: Builder will repair, replace, or seal the rusted areas of wall.

Discussion: Rusting may be present in more humid climates due to the natural state of sand used in cement-based products which could include metallic components.

5-4-6 **Observation:** There is water damage to exterior wall cavity 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 Builder's control that result in water penetration is not Builder's responsibility.

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

Discussion: Builder is not responsible for water penetration resulting from external factors such as windblown moisture or sprinkler systems.

5.5 Exterior Trim

5-5-1 **Observation:** Gaps show in exterior trim.

Performance Guideline: Joints between exterior trim elements, including siding and masonry, will not be wider than 1/4 inch. In all cases, the exterior trim will perform its function of excluding the elements.

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

5-5-2 **Observation:** Exterior trim board is split.

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

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

5-5-3 **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: Builder 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.

5-5-4 **Observation:** Exterior trim board is cupped.

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

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

5.6 Paint, Stain, and Varnish

5-6-1 **Observation:** Exterior pain, stain, or refinish required because repair work does not match existing finish.

Performance Guideline: Repairs required under these performance guidelines will be finished to match the immediate surrounding areas as closely as practical when viewed under normal lighting conditions from a distance of 20 feet.

Corrective Measure: Builder will finish repaired areas as indicated, matching as closely as possible.

Discussion: Touch-up painting, staining, or refinishing may not match the surrounding area exactly in color or sheen because the original coating may have been exposed to sunlight, pollution, weather, and other conditions over a period of time.

5-6-2 **Observation:** Exterior paint or stain has peeled or flaked.

Performance Guideline: Exterior paints and stains will not peel or flake during the first year.

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

5-6-3 **Observation:** Exterior paint or stain has faded.

Performance Guideline: Fading of exterior 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 by Builder.

5-6-4 **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: Builder will clean the affected surfaces without damaging the surface.

5.7 Wood and Composite Decks

5-7-1 **Observation:** A wood deck is springy or shaky.

Performance Guideline: All structural members in a wood deck will be sized, and fasteners spaced, according to the prevailing building codes and manufacturer's instructions.

Corrective Measure: Builder will reinforce or modify, as necessary, any wood deck 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 Homeowner preference is made known before construction, Builder and Homeowner may agree upon a higher standard.

5-7-2 **Observation:** The railings on wood decking contain slivers in exposed areas.

Performance Guideline: Railings on wood decks will not contain slivers longer than 1/8 inch in exposed areas.

Corrective Measure: Builder will repair railings as necessary to remove slivers prior to closing. Repair of slivers after that time is a Homeowner maintenance responsibility.

Discussion: Slivers can develop when unprotected wood weathers.

5-7-3 **Observation:** A wood deck is out of level.

Performance Guideline: No point on the deck surface will be more than 1/2 inch higher or lower than any other deck surface point within 10 feet on a line parallel to the home, or in proportional multiples of the preceding dimensions (unless a slope is incorporated in the design).

Corrective Measure: Builder will repair the deck as necessary to meet the performance guideline.

Discussion: A slope of approximately 1/8 inch per foot is desirable in the perpendicular direction to shed water and prevent ice buildup.

5-7-4 **Observation:** Wood decking boards, railings and/or pickets are split, cracked, warped, or cupped.

Performance Guideline: At the time of closing, splits, cracks, warps, and cups in wood decking boards, railings and/or pickets will not exceed the allowances established by the official grading rules issued by the agency responsible for the lumber species specified for the deck boards.

Corrective Measure: Builder will replace decking boards, railings and/or pickets as necessary to meet the performance guideline.

5-7-5 **Observation:** A wood deck has applied 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 natural variations in the wood used to build the deck—are common and are not covered by this guideline.

Corrective Measure: If Builder stained the deck, Builder will re-stain the affected area to meet the performance guideline.

5-7-6 **Observation:** A fastener protrudes from a decking board.

Performance Guideline: Fasteners will not protrude from the floor of the deck.

Corrective Measure: Prior to closing, Builder will reinstall fasteners that protrude from the floor of the deck so that the heads are flush with the surface.

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

5-7-7 **Observation:** Fasteners on a wood deck are bleeding.

Performance Guideline: Stains extending more than 1/2 inch from the fastener and readily visible from a distance of 10 feet are not acceptable.

Corrective Measure: Builder will eliminate fastener stains to meet the performance guideline.

Discussion: The repaired area may not match the existing deck area in color and texture. This guideline does not apply if natural weathering or semitransparent stains are specified.

5-7-8 **Observation:** A deck railing lacks rigidity.

Performance Guideline: Deck railings will be attached to structural members in accordance with the prevailing building codes.

Corrective Measure: Builder will repair deck railings as necessary to meet the performance guideline.

6. Roof

6.1 Roof Structure

6-1-1 **Observation:** The roof ridge beam has deflected.

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

Corrective Measure: Builder will repair affected ridge beams that do not meet the performance guideline.

6-1-2 **Observation:** A rafter or ceiling joist bows (up or down).

Performance Guideline: Bows greater than 1 inch in 8 feet are excessive.

Corrective Measure: Builder will repair the affected rafters or joists that bow in excess of the performance guideline.

6-1-3 **Observation:** Roof trusses have deflected.

Performance Guideline: All roof trusses and other manufactured structural roof components in the roof system will be sized according to the manufacturers' specifications and prevailing building codes.

Corrective Measure: Builder will reinforce or modify as necessary any roof truss or other manufactured structural roof components in the roof system that do not meet the performance guideline.

Discussion: Deflection is a normal condition that is considered as part of the engineering design of the roof trusses and other manufactured structural roof components. Deflection may be an aesthetic consideration independent of the strength and safety requirements of the product.

6-1-4 **Observation:** Roof trusses have lifted from the adjoining interior walls.

Performance Guideline: Moisture differences between the upper chord and lower chord (unheated versus adjacent interior heated spaces) may cause the lower chords to move. Deflection is a normal condition that is considered as part of the engineering design of the roof trusses.

Corrective Measure: No corrective action is required by Builder.

Discussion: Truss uplift (deflection) is an aesthetic consideration and is independent of the strength and safety requirements of the truss. This situation will be more prevalent in the winter due to greater variance in moisture, temperature and snow load in some regions.

6.2 Roof Sheathing

6-2-1 **Observation:** Roof sheathing is wavy or appears bowed.

Performance Guideline: Roof sheathing will not bow more than 1/2 inch in 2 feet.

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

Discussion: In rare instances, Builder may install blocking between the framing members to straighten the sheathing. Under certain viewing conditions and light, minor irregularities in the roof may be observed. This may be particularly apparent on truss framing with asphalt shingles.

6-2-2 **Observation:** Nails or staples are visible through sheathing at overhangs.

Performance Guideline: The length of nails and staples used to secure roofing materials is determined by the manufacturer's installation instructions.

Corrective Measure: No corrective action is required by Builder.

Discussion: Nails and staples may protrude through sheathing at overhangs. Their appearance is only an aesthetic concern.

6.3 Roof Vents

6-3-1 **Observation:** An attic vent or louver leaks.

Performance Guideline: Attic vents and louvers will not leak. Infiltration of wind-driven rain and snow are not considered leaks and are beyond Builder's control.

Corrective Measure: Builder will repair or replace the roof vents as necessary to meet the performance guideline.

6-3-2 **Observation:** Attic ventilation is insufficient.

Performance Guideline: The total roof vent area will meet the requirements of the prevailing building codes.

Corrective Measure: Builder will correct roof ventilation as necessary to meet the performance guideline.

Discussion: Attic ventilation can be provided in variety of ways and proper ventilation is a calculation of total ventilation that may be obtained through ridge vents, soffit vents, gable vents, attic fans or any combination thereof. Some attics are sealed or finished as conditioned space and do not require outside ventilation. It is Homeowner's responsibility to keep the vent locations free from obstructions.

6.4 Roof Coverings

Note: There are many kinds of roofing products. For the purpose of the following performance guidelines, regardless of the actual material used, the term "shingle" will be used to refer to all types of roof coverings.

6-4-1 **Observation:** The roof or flashing leaks.

Performance Guideline: Roofs and flashing will not leak under normal conditions.

Corrective Measure: Builder will repair any verified roof or flashing leaks not caused by ice buildup, leaves, debris, abnormal weather conditions, or Homeowner's actions or negligence.

Discussion: It is Homeowner's responsibility to keep the roof drains, gutters, and downspouts free of ice and debris.

6-4-2 **Observation:** Ice builds up on the roof.

Performance Guideline: During prolonged cold spells ice is likely to build up on a roof, especially at the eaves. This condition can occur naturally when snow and ice accumulate.

Corrective Measure: No corrective action is required by Builder.

Discussion: Prevention of ice buildup on the roof is a consumer maintenance item.

6-4-3 **Observation:** Shingles have blown off.

Performance Guideline: Shingles will be installed according to the manufacturer's installation instructions and perform in accordance with the manufacturer's warranty.

Corrective Measure: If shingles were not installed per manufacturer's installation instructions, Builder will repair or replace shingles in the damage area.

Discussion: Correctly installed shingles are covered by the manufacturer's warranty. Shingles may blow off during wind events in excess of the manufacturer's design and installation instructions. Replacement shingles may not match existing shingles.

6-4-4 **Observation:** Shingles are not horizontally aligned.

Performance Guideline: Shingles should be installed according to the manufacturer's installation instructions.

Corrective Measure: Builder 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. Replacement shingles may not match existing shingles.

6-4-5 **Observation:** Remodeling Specific Guideline: New shingles do not match existing shingles.

Performance Guideline: The color of new shingles may not exactly match the color of the existing shingles because of weathering and manufacturing variations.

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

6-4-6 **Observation:** Asphalt shingle edges or corners are curled or cupped.

Performance Guideline: Asphalt shingle edges and corners will not curl or cup. These conditions are a manufacturer's warranty issue.

Corrective Measure: No corrective action is required by Builder. Excessive curling or cupping is covered under the manufacturer's warranty.

6-4-7 **Observation:** Asphalt shingles do not overhang the edges, or they hang too far over the edges of the roof.

Performance Guideline: Asphalt shingles will 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: Builder will reposition or replace shingles as necessary to meet the performance guideline.

6-4-8 **Observation:** Shading or a shadowing pattern is observed on a new shingle roof.

Performance Guideline: Shading or shadowing differences may occur on a new roof.

Corrective Measure: No corrective action is required by Builder.

6-4-9 **Observation:** Asphalt shingles have developed surface buckling.

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

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

Discussion: Replacement shingles may not match existing shingles.

6-4-10 **Observation:** Sheathing nails have loosened from framing and raised the shingles.

Performance Guideline: Nails will not loosen from roof sheathing enough to raise shingles from surface.

Corrective Measure: Builder will repair all areas as necessary to meet the performance guideline.

Discussion: It is not uncommon for nails to withdraw from the framing because of temperature variations. Builder 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. Consumer is advised that replacement shingles may not match existing shingles.

6-4-11 **Observation:** Roofing nails or fasteners are exposed at the ridge or hip of a roof.

Performance Guideline: Nails and fasteners will not be exposed.

Corrective Measure: Builder will seal and/or repair areas to meet the performance guideline.

6-4-12 **Observation:** Holes from construction activities are found on the roof surface.

Performance Guideline: Holes from construction activities will be flashed or sealed to prevent leaks.

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

6.5 Gutters and Downspouts

6-5-1 **Observation:** The gutter or downspout leaks.

Performance Guideline: Gutters and downspouts will not leak.

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

6-5-2 **Observation:** The gutter overflows during a heavy rain.

Performance Guideline: Gutters should not overflow during normal rain.

Corrective Measure: Builder will repair the gutter if it overflows during normal rains.

Discussion: Gutters may overflow during a heavy rain. Homeowner is responsible for keeping gutters and downspouts free from debris that could cause overflow.

6-5-3 **Observation:** Water remains in the gutter after a rain.

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

Corrective Measure: Builder will repair the gutter to meet the performance guideline.

Discussion: Homeowner is responsible for maintaining gutters and downspouts and keeping them unobstructed. Builders 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 buildup, a steeper pitch or additional downspouts may be desirable.

7. Plumbing

Note: In case of emergencies, the first step is to shut-off the water supply. Familiarize yourself now with the location of the emergency shut-off valves to avoid damage if an emergency happens (this valve was pointed out to you during the Homeowner Orientation). You must take prudent precautions to protect pipes from freezing in winter.

7.1 Water Supply System

7-1-1 **Observation:** A pipe, valve, or fitting leaks.

Performance Guideline: No leaks of any kind will exist in any water pipe, valve, or fitting.

Corrective Measure: Builder will make repairs to eliminate leakage.

7-1-2 **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 temperatures and indoor humidity levels.

Corrective Measure: Homeowner is responsible for controlling humidity in the house. No corrective action is required by Builder.

Discussion: Homeowner may insulate pipes and supply lines.

7-1-3 **Observation:** Water in a plumbing pipe freezes and the pipe bursts.

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

Corrective Measure: Builder will correct situations not meeting the applicable code.

Discussion: Homeowner is responsible for draining or otherwise protecting pipes and exterior faucets exposed to freezing temperatures.

7-1-4 **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 Builder's responsibility.

Corrective Measure: Builder 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 Builder that disrupt or eliminate the water supply are not covered.

7-1-5 **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.

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

7.2 Plumbing Fixtures

Note: Use proper cleaning agents approved by the manufacturer. Do not use abrasives, steel wool, scrapers, etc. Do not close your faucets too tightly; close them just enough to stop the flow of water. Over tightening of faucets can be lead to excessive wear on the faucets and more frequent repair.

7-2-1 **Observation:** A faucet leaks.

Performance Guideline: A faucet will not leak as a result of defects in material or workmanship.

Corrective Measure: Builder will repair or replace the leaking faucet if Builder provided the fixture.

7-2-2 **Observation:** The bathtub or shower leaks.

Performance Guideline: Bathtubs and showers will not leak.

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

Discussion: Proper repair can be achieved by sealing areas around bathtubs and showers. Homeowner is responsible for maintaining caulk seals after closing.

7-2-3 **Observation:** A plumbing fixture, appliance, or trim fitting is defective.

Performance Guideline: Plumbing fixtures, appliances, and trim fittings will not be defective at closing.

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

7-2-4 **Observation:** The surface of a plumbing fixture is cracked or chipped.

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

Corrective Measure: Builder will inspect and, if necessary, repair any fixture that does not meet the performance guideline. Builder is not responsible for repairs unless the damage is reported to Builder prior to closing. If the problem is the result of a manufacturing defect, the manufacturer's warranty is in effect.

7-2-5 **Observation:** A bathtub or shower enclosure base flexes excessively.

Performance Guideline: The bathtub or shower enclosure will be installed according to the manufacturer's instructions; however, some noticeable flex is normal.

Corrective Measure: Builder will inspect and, if necessary, repair the base to meet the performance guideline.

Discussion: It is normal for various bathtub and shower enclosure designs and materials to exhibit some flexing. Minimal noises may be associated with such movement.

7-2-6 **Observation:** A vanity top with an integrated sink is cracked.

Performance Guideline: Vanity tops will not have cracks.

Corrective Measure: Builder will repair or replace the vanity top to meet the performance guideline. Cracks must be noted prior to closing.

7-2-7 **Observation:** A plumbing fixture does not deliver hot water.

Performance Guideline: The plumbing lines and fixtures should be correctly installed and operating to allow fixtures to deliver hot water at a temperature that is similar to the temperature as it leaves the hot water source, given the normal heat loss from delivery from the source to the fixture.

Corrective Measure: Builder will correct the plumbing lines and/or adjust fixtures to meet the performance guideline.

Discussion: Hot water tanks or tankless water heaters are sometimes set at low temperatures to conserve energy and prevent young children from burning themselves. Likewise, some fixtures include safety devices to prevent scalding and may restrict the fixtures' ability to deliver water as hot as some consumers may desire. The timing of delivery can also be affected by the distance of a fixture from the hot water source.

7.3 Sanitary Sewer or Septic System

Note: Clogged toilets/sinks or pipes are not covered under warranty.

7-3-1 **Observation:** Wastewater fixtures and pipes are clogged, frequently clog, or drain slowly.

Performance Guideline: Sewers, fixtures, and drains will drain as designed.

Corrective Measure: If a problem occurs, Homeowner should consult Builder for corrective action. Builder will correct problems caused by improper installation. If consumer action or negligence caused the problem, Homeowner is responsible for the necessary repairs.

7-3-2 **Observation:** The septic system does not operate as designed.

Performance Guideline: The septic system will function as designed and specified by the local authority.

Corrective Measure: If a problem occurs, Homeowner should consult Builder for corrective action. Builder will correct problems caused by improper installation. If consumer action or negligence is the cause, Homeowner is responsible for correcting the problem.

Discussion: Consumer actions that constitute negligence under this performance 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 Builder.
- 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.
- Lack of vegetation maintenance over drain fields.
- Allowing water to pond over the disposal area.

8. Electrical

Note: Food freezers and refrigerators should only be plugged into a dedicated outlet.

8.1 Fuses and Circuit Breakers

8-1-1 **Observation:** A ground fault circuit interrupter (GFCI) or arc fault circuit interrupter (AFCI) trips frequently.

Performance Guideline: GFCIs and AFCIs should perform as intended and will be installed in accordance with applicable electrical codes.

Corrective Measure: Builder will install ground fault and arc fault circuit interrupters in accordance with the prevailing electrical codes. Tripping is to be expected; however, Builder will repair or replace components that frequently trip due to component failure or incorrect installation.

Discussion: AFCIs are installed to protect bedroom circuits and some other habitable areas of a residence. GFCIs protect outlets in wet areas (e.g., bathrooms, kitchens, garages, exterior, etc.). Because outlets protected by GFCIs may be connected in a series, it may not be readily apparent that an inoperative convenience outlet is the result of a tripped GFCI in another room (not necessarily in the electrical panel). Both ground fault and arc fault circuit interrupters are very sensitive devices and consumers occasionally will experience nuisance tripping. The most common causes of nuisance tripping by AFCIs are damaged cords or plugs on consumers' lamps, small appliances, or other devices. Some newer vacuum cleaners and exercise equipment will not work on an AFCI-protected circuit. Static electricity also may cause nuisance tripping of circuit interrupters.

8-1-2 **Observation:** A fuse blows or a circuit breaker trips (non-GFCI or AFCI breakers).

Performance Guideline: Fuses and circuit breakers will not be tripped by normal usage.

Corrective Measure: Builder will check wiring, circuits, and components for conformity with applicable electrical code requirements. Builder will correct noncompliant elements.

Discussion: Blown fuses and tripped breakers are symptoms of a problem in some part of the home's electrical system or a consumer product connected to the system. Although components may be defective, consumer-owned fixtures and appliances usually are responsible for electrical malfunctions and nuisance tripping. Homeowner should unplug or disconnect fixtures and appliances on the circuit and then replace the fuse or reset the breaker. If the problem recurs, Homeowner should notify Builder.

8.2 Outlets and Fixtures

8-2-1 **Observation:** Electrical outlets, switches, or fixtures malfunction.

Performance Guideline: All electrical outlets, switches, and fixtures will operate as designed.

Corrective Measure: Builder will repair or replace malfunctioning electrical outlets, switches, and fixtures if they were supplied and installed by Builder.

8-2-2 **Observation:** Wiring fails to carry its designed load.

Performance Guideline: Wiring will be capable of carrying the designed load for normal residential use.

Corrective Measure: Builder will verify that wiring conforms to applicable electrical code requirements. Builder will correct wiring that does not conform.

8-2-3 **Observation:** A light fixture is tarnished.

Performance Guideline: Finishes on light fixtures may be covered under the manufacturer's warranty.

Corrective Measure: No corrective action is required by Builder. Homeowner should contact the manufacturer.

8-2-4 **Observation:** Receptacle or switch covers protrude from the wall.

Performance Guideline: Receptacle or switch covers should not protrude more than 1/16 inch from the wall.

Corrective Measure: Builder will adjust the covers to meet the performance guideline.

Discussion: Some textured wall finishes may not allow a cover to be installed flush.

8-2-5 **Observation:** Homeowner's 220-volt appliance plug does not fit the outlet provided by Builder.

Performance Guideline: Builder will install electrical outlets required by the prevailing electrical code.

Corrective Measure: No corrective action is required by Builder.

Discussion: Homeowner is responsible for obtaining an appliance plug that fits the outlets Builder is required to provide.

8-2-6 **Observation:** Low-voltage lighting flickers.

Performance Guideline: Low-voltage lighting should operate as designed.

Corrective Measure: Builder will repair or replace malfunctioning low-voltage fixtures if they were supplied and installed by Builder.

Discussion: Low-voltage transformers are sized according to the fixtures that are installed on a circuit. The transformers must have sufficient ventilation around them. Consumers who add fixtures or change the

wattage in fixtures after the circuit is designed and installed may cause the transformer to be undersized for a particular application.

8-2-7 **Observation:** Ceiling fan vibrates excessively and/or is noisy.

Performance Guideline: Builder will install ceiling fans in accordance with the manufacturer's instructions (including blade balances).

Corrective Measure: Builder will correct any fan installation not in accordance with the performance guideline if the fan was supplied and installed by Builder.

Discussion: There are varying levels of performance for ceiling fans and some noise or vibration may be inherent in the specific fan installed.

8-2-8 **Observation:** A smoke or carbon monoxide detector chirps or otherwise malfunctions.

Performance Guideline: Detectors should operate as designed at closing.

Corrective Measure: Builder will repair or replace the smoke or carbon monoxide detector. If chirping is caused by low batteries, it is Homeowner's responsibility to replace the detector's batteries.

Discussion: Most smoke or carbon monoxide detectors are powered by both the electrical power and a backup battery. Chirping may indicate that the battery is weak or is not installed. If the chirping occurs on a new detector, Builder 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 detectors semiannually when daylight-saving time begins and ends.

9. Interior Climate Control

9.1 Air Infiltration and Drafts

9-1-1 **Observation:** Air infiltrates around exterior doors or windows.

Performance Guideline: Some infiltration is usually noticeable around doors and windows. Weather stripping will be installed and sized properly to seal the exterior door when closed. Windows will be installed per the manufacturer's instructions.

Corrective Measure: Builder will correct to meet the performance guideline.

Discussion: At times of high wind or temperature differentials inside the home and outside, there may be noticeable air movement around a closed door's perimeter or window. In high-wind areas, Homeowner may elect to have storm windows and doors installed to further reduce drafts. Doors must have gaps at their perimeter to accommodate expansion and contraction due to variations in temperature and/or humidity and to enable the door to operate over a wide range of environmental conditions. Weather stripping seals the gaps required for proper operations to prevent excessive air infiltration. A small glimmer of light seen at the corners of the door unit is normal. Weather stripping should be kept clean and maintained by Homeowner.

9-1-2 **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.

Corrective Measure: No corrective action is required by Builder.

Discussion: Homeowner may elect to install foam insulation pads under switch and outlet plates to help decrease drafts.

9.2 Humidity Control and Condensation

9-2-1 **Observation:** Water, ice, or frost is observed on the interior frame or glass surface of a window.

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

Corrective Measure: No corrective action is required by Builder unless the water, ice, or frost is directly attributed to faulty installation.

Discussion: Condensation usually results from conditions beyond Builder'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 home 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 Homeowner's responsibility to maintain proper humidity by properly operating heating and cooling systems' exhaust fans and allowing moving air within the house to flow over the interior surface of the windows.

9.3 Ducts and Airflow

Note: Keep all interior doors open as often as possible so each room's air can circulate and receive conditioned air. Do not close registers completely, this will cause the heating and cooling system to work less efficiently. Do not block registers with furniture.

9-3-1 **Observation:** The ductwork makes noises.

Performance Guideline: Ductwork will be constructed and installed in accordance with applicable mechanical code requirements.

Corrective Measure: No corrective action is required by Builder unless the duct does not comply with the prevailing building code.

Discussion: Metal expands when it is heated and contracts when it cools. The ticking or crackling sounds caused by the metal's movement are common.

9-3-2 **Observation:** The ductwork produces excessively loud noises commonly known as "oil canning."

Performance Guideline: The stiffening of the ductwork and the thickness of the metal used will be such that ducts do not "oil can." The booming noise caused by oil canning is considered excessive.

Corrective Measure: Builder will correct the ductwork to eliminate oil canning.

9-3-3 **Observation:** There is airflow noise at a register.

Performance Guideline: The register should be correctly installed according to the manufacturer's instructions.

Corrective Measure: No corrective action is required by Builder, unless registers are not installed according to the manufacturer's instructions.

Discussion: Under certain conditions, there will be some noise with the normal flow of air even when registers are installed correctly.

9-3-4 **Observation:** The ductwork is separated or detached.

Performance Guideline: Ductwork will remain intact and securely fastened.

Corrective Measure: Builder will reattach and secure all separated or unattached ductwork.

9-3-5 **Observation:** There is insufficient air flow to registers.

Performance Guideline: The ductwork should be correctly installed according to manufacturer's instructions and the applicable mechanical code.

Corrective Measure: Builder will correct ductwork to meet the performance guideline. If the air flow is adequate to properly condition the room, no corrective action is required of Builder.

Discussion: The adequacy of air flow may be subjective. See sections below regarding the adequacy of the heating and cooling systems.

9.4 Heating and Cooling Systems

Note: Contact the HVAC installer within 30 days after closing to make sure your personal information has been registered with the manufacturer for warranty purposes. Change filters at least once per month, and have your HVAC service provider perform regular maintenance as recommended by the manufacturer to ensure system performance and to preserve manufacturer warranties. Do not turn off systems completely for an extended period of time (for example, if you plan to take a trip away from home).

9-4-1 **Observation:** The heating system is inadequate.

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

Corrective Measure: Builder will correct the heating system to provide the required temperature in accordance with the performance guideline or applicable code requirements. However, Homeowner will be responsible for balancing dampers and registers and for making other necessary minor adjustments.

Discussion: Closed interior doors, closed registers, and dirty filters can restrict air flow and may affect the system's performance.

9-4-2 **Observation:** The cooling of rooms is inadequate.

Performance Guideline: The cooling system will be capable of maintaining a temperature of 78 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor under local outdoor summer design conditions. In the case of outside temperatures exceeding 95 degrees Fahrenheit, the system will keep the inside temperature 15 degrees Fahrenheit cooler than the outside temperature. National, state, or local codes will supersede this guideline where such codes have been adopted. Work should be done in accordance with the prevailing building codes.

Corrective Measure: Builder will correct the cooling system to provide the required temperature in accordance with the applicable code requirements.

Discussion: Closed interior doors, closed registers and dirty filters can restrict air flow and may affect the system's performance.

9-4-3 **Observation:** The air handler or furnace vibrates.

Performance Guideline: The units will be installed in accordance with the manufacturer's instructions and the prevailing building codes.

Corrective Measure: If installed incorrectly, Builder will correct the items according to the manufacturer's instructions and code requirements.

Discussion: Under certain conditions, some vibration may occur with the normal flow of air when air handlers and furnaces are installed correctly. Debris in the furnace or air handler could cause the unit to become out of balance and vibrate. It is Homeowner's responsibility to keep units clear of debris.

9-4-4 **Observation:** A condensate line is clogged.

Performance Guideline: Condensate lines will be free of all clogs at closing.

Corrective Measure: If a clog occurs after closing, no corrective action is required of Builder.

Discussion: Condensate lines will eventually clog under normal use. Homeowner is responsible for checking and maintaining clear lines.

9-4-5 **Observation:** Refrigerant lines leak.

Performance Guideline: Refrigerant lines and fittings will not leak.

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

9-4-6 **Observation:** There is condensation on the outside of air handlers, refrigerant lines or ducts.

Performance Guideline: Moisture may condense on the exterior surfaces of air handlers, lines, and ducts when the air temperature is different from the surface temperature.

Corrective Measure: No corrective action is required by Builder, unless the condensation is directly attributed to faulty installation.

Discussion: Condensation is most likely to occur when air handlers, refrigerant lines, or ducts are located in unconditioned locations such as a crawl space, basement, attic, or in exterior locations. Condensation usually results from conditions beyond Builder's control. Moisture in the air can condense to form water and collect on cold duct surfaces, particularly in the summer months when the humidity is high.

9.5 Ventilation

9-5-1 **Observation:** Kitchen or bath fans allow air infiltration.

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

Corrective Measure: No corrective action is required by Builder if the fan installation meets the performance guideline.

Discussion: It is possible for outside air to enter the home 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 Homeowner's responsibility.

9-5-2 **Observation:** HVAC vent or register covers protrude from a smooth wall or ceiling surface.

Performance Guideline: Registers will not protrude more than 1/16 inch from a smooth wall or ceiling surface at the time of closing.

Corrective Measure: Builder will correct to meet 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. Some textured wall finishes may not allow a register to be installed flush.

9-5-3 **Observation:** Exhaust fan discharges into attic or crawl space.

Performance Guideline: Fans will vent to the outside in accordance with the prevailing codes.

Corrective Measure: Builder will correct to meet the performance guideline.

10. Interior Finish

10.1 Interior Doors

10-1-1 **Observation:** An interior door is warped.

Performance Guideline: Interior doors will not warp to the extent that they become inoperable. A 1/4 inch tolerance, as measured diagonally from corner to corner, is acceptable.

Corrective Measure: Builder will correct or replace and refinish defective doors to match existing doors as closely as practical.

Discussion: In bathroom or utility areas, exhaust fans or an open window must be used to minimize moisture to prevent warpage of door units. Builder is not responsible for refinishing if doors were finished by Homeowner.

10-1-2 **Observation:** Bifold and bypass doors come off their tracks during normal operation.

Performance Guideline: At the time of closing, bifold and bypass doors will slide properly on their tracks.

Corrective Measure: Prior to closing, Builder will adjust any bifold and bypass door that will not stay on its track during normal operation.

Discussion: Proper operation should be verified by Homeowner and Builder at the time of closing. Consumers should be aware that bifold/bypass doors are inherently more sensitive than swing doors and need to be treated accordingly. Homeowner is responsible for cleaning and maintenance necessary to preserve proper operation.

10-1-3 **Observation:** A pocket door rubs in its pocket during normal operation.

Performance Guideline: Pocket doors will operate smoothly during normal operation.

Corrective Measure: Prior to closing, Builder will adjust the pocket door to meet the performance guideline.

Discussion: Pocket doors commonly rub, stick, or derail because of the inherent nature of the product. It is common for the door to also rub against the guides provided by the manufacturer.

10-1-4 **Observation:** A wooden door panel has shrunk or split.

Performance Guideline: Wooden door panels will not split to the point that light is visible through the door.

Corrective Measure: Prior to closing, Builder will fill splits in the door panel with wood filler and will match the paint or stain as closely as practical.

10-1-5 **Observation:** A door rubs on jambs or Builder-installed floor covering.

Performance Guideline: Doors will operate smoothly.

Corrective Measure: Prior to closing, Builder will adjust the door as necessary to meet the performance guideline.

10-1-6 **Observation:** A door edge is not parallel to the door jamb.

Performance Guideline: When Builder installs the door frame and door, the door edge will be within 3/16 inch of parallel to the door jamb.

Corrective Measure: Prior to closing, Builder will adjust the door as necessary to meet the performance guideline.

10-1-7 **Observation:** A door swings open or closed from the force of gravity.

Performance Guideline: Doors will not swing open or closed from the force of gravity alone.

Corrective Measure: Prior to closing, Builder will adjust the door as necessary to meet the performance guideline.

10-1-8 **Observation:** A door hinge squeaks.

Performance Guideline: Door hinges will not squeak.

Corrective Measure: Prior to closing, Builder will adjust the door as necessary to meet the performance guideline.

10-1-9 **Observation:** Interior doors do not operate smoothly.

Performance Guideline: Doors will move smoothly with limited resistance.

Corrective Measure: Prior to closing, Builder will adjust the door to meet the performance guideline.

10-1-10 **Observation:** A door knob or latch does not operate smoothly.

Performance Guideline: A door knob or latch should not stick or bind during operation.

Corrective Measure: Prior to closing, Builder will adjust, repair, or replace knobs or latches that are not operating smoothly.

Discussion: Because locksets are rather complex mechanical devices, some may have a heavy or stiff feel to them, but are operating as intended by the manufacturer. This can be true for locksets of all price ranges. Slamming doors or hanging items on the door knob will affect knob or latch operation; it is not Builder's responsibility to adjust or repair problems caused by such conditions.

10.2 Interior Stairs

10-2-1 **Observation:** An interior stair tread deflects.

Performance Guideline: The maximum vertical deflection of an interior stair tread will not exceed 1/8 inch at 200 pounds of force.

Corrective Measure: Builder will repair the stair to meet the performance guideline.

10-2-2 **Observation:** Gaps exist between interior stair risers, treads, and/or skirts.

Performance Guideline: Gaps between adjoining parts that are designed to meet flush will not exceed 1/8 inch in width.

Corrective Measure: Builder will repair or replace the parts as necessary to meet the performance guideline.

Discussion: The use of filler is an appropriate method to fill gaps.

10-2-3 **Observation:** A stair riser or tread squeaks.

Performance Guideline: Loud squeaks caused by a loose stair riser or tread are considered excessive; however, totally squeak-proof stair risers or treads cannot be guaranteed.

Corrective Measure: Builder will refasten any loose risers or treads or take other reasonable and cost-effective corrective action to eliminate squeaking without removing treads or ceiling finishes.

Discussion: Squeaks in risers or treads may occur when a riser has come loose from the tread, deflects from the weight of a person and rubs against the nails that hold it in place. Movement may occur between the riser and the tread or other stairway members when one tread is deflected while the other members remain stationary. Using trim screws to fasten the tread to the riser from above sometimes will reduce

squeaking. If there is no ceiling below, gluing or re-nailing the riser to the tread or shimming will reduce squeaks but completely eliminating squeaks is not always possible.

10-2-4 **Observation:** Gaps exist between interior stair railing parts.

Performance Guideline: Gaps between interior stair railing parts will not exceed 1/8 inch in width.

Corrective Measure: Builder will ensure that individual parts of the railing are securely mounted. Any remaining gaps will be filled or the parts will be replaced to meet the performance guideline.

10-2-5 **Observation:** An interior stair railing lacks rigidity.

Performance Guideline: Interior stair railings will be installed in accordance with applicable building codes.

Corrective Measure: Builder will secure, as necessary, any stair railing parts that loosen with normal use, to meet the performance guideline.

Discussion: Stair railings are designed to protect an individual while stepping up and down a stairwell. Pulling, swinging, hanging, or sliding on railings may loosen the rail system and are not covered under Builder's warranty.

10.3 Trim and Moldings

10-3-1 **Observation:** There are gaps at non-mitered trim and molding joints.

Performance Guideline: At the time of closing, openings at joints in trim and moldings, and at joints between moldings and adjacent surfaces, will not exceed 1/8 inch in width.

Corrective Measure: Builder will repair joints to meet the performance guideline.

Discussion: Failing to control indoor relative humidity may cause separation of trim and moldings in excess of the performance guideline. Joints that separate under these conditions are not considered defective. Homeowner is responsible for controlling temperature and humidity in the house.

10-3-2 **Observation:** Nails are not properly set or nail holes are not properly filled.

Performance Guideline: Setting nails and filling nail holes are considered part of painting and finishing. After finishing, nails and nail holes will not be readily visible from a standing position facing the surface at distance of 6 feet under normal lighting conditions. After painting or staining, putty colors will not exactly match variations in wood color.

Corrective Measure: Builder will take action necessary to meet the performance guideline. Puttying of nail holes in base and trim molding installed in unfinished rooms and areas not exposed to view (such as inside of closets) is not included in this guideline.

10-3-3 **Observation:** An inside corner is not coped or mitered.

Performance Guideline: Trim and molding edges at inside corners will be coped or mitered. However, square-edge trim and molding may be butted.

Corrective Measure: Builder will finish inside corners to meet the performance guideline.

10-3-4 **Observation:** Trim or molding mitered edges do not meet.

Performance Guideline: At the time of closing, gaps between mitered edges in trim and molding will not exceed 1/8 inch.

Corrective Measure: Builder will repair gaps that do not meet the performance guideline. Caulking or puttying with materials compatible with the finish is acceptable.

Discussion: Separation of trim and moldings in excess of the performance guideline may be caused by lack of control of indoor relative humidity. Joints that separate under these conditions are not considered defective. It is Homeowner's responsibility to control temperature and humidity in the house.

10-3-5 **Observation:** Interior trim is split.

Performance Guideline: Splits, cracks, and checking greater than 1/8 inch in width are considered excessive.

Corrective Measure: Prior to closing, Builder will repair the affected area to meet the performance guideline. Refinished or replaced areas may not match surrounding surfaces exactly.

10-3-6 **Observation:** Wood trim appearance is uneven.

Performance Guideline: Variations in natural wood trim are common.

Corrective Measure: No corrective action is required by Builder.

10.4 Cabinets

Note: Cabinets are factory finished and should be cared for according to manufacturer instructions. Do not expose cabinets to water. Dust regularly with a soft cloth and use the proper furniture polish every six months or as suggested by manufacturer.

10-4-1 **Observation:** Cabinets have chips, gouges or scratches.

Performance Guideline: Chips, gouges, or scratches of cabinets or shelving can occur during the construction process, the Homeowner move-in, or during the warranty period after move-in. Builder is not responsible for chips, gouges or scratches reported after closing.

Corrective Measure: If reported before closing, Builder will repair chips, gouges or scratches using putty and/or manufacturer supplied touch-up kit.

10-4-2 **Observation:** Cabinets have color or grain variation, or knots.

Performance Guideline: When cabinets are made with wood, a natural product, color and grain patterns (even wood from the same tree) can vary noticeably. Colors will also change over time depending on varying exposures to natural sunlight. Other variations can be due to the way the stains and sealing finishes are accepted. These variations are normal and acceptable.

Corrective Measure: No corrective action is required by Builder.

10-4-3 **Observation:** Cabinets do not meet the ceiling or walls.

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

Corrective Measure: Builder will repair the gap with caulk, putty, scribe molding, or will reposition/reinstall cabinets to meet the performance guideline.

10-4-4 **Observation:** Cabinets do not line up with each other.

Performance Guideline: Cabinet faces more than 1/8 inch out of line, and cabinet corners more than 3/16 inch out of line are considered excessive.

Corrective Measure: Builder will make necessary adjustments to meet the performance guideline.

10-4-5 **Observation:** A cabinet door or drawer front is warped.

Performance Guideline: Door or drawer warpage will not exceed 1/4 inch as measured from the face frame to the point of furthest warpage, with the door or drawer front in closed position.

Corrective Measure: Builder will correct or replace doors and drawer fronts as necessary to meet the performance guideline.

Discussion: Failing to control indoor relative humidity may cause warpage that exceeds the performance guideline. Doors or drawers that warp under these conditions are not considered defective. It is Homeowner's responsibility to control temperature and humidity in the house.

10-4-6 **Observation:** Cabinet finish wears off.

Performance Guideline: Cabinet finish should not wear off prematurely under normal use and with proper care.

Corrective Measure: No corrective action is required by Builder; Homeowner should contact manufacturer if a materials defect is suspected.

Discussion: Cabinet finishes are not waterproof and may be damaged and if exposed to moisture repeatedly. This is especially true with cabinets in wet areas (by sinks, tubs, etc.). Homeowner must dry cabinets immediately whenever they get wet. The use of solvents or other harmful chemical agents should be avoided, as they will damage cabinet finishes. The use of contact paper applied to shelving or drawer bottoms may also cause finish problems or delamination. Homeowner may elect to refinish areas or replace parts subject to moisture and wear. These are routine Homeowner maintenance costs and the responsibility of the Homeowner. Note: If Homeowner elects to refinish a portion of the cabinet surfaces, care should be taken to match the finish sheen, i.e., a high-gloss lacquer will look different than semi-gloss, etc. Builder is not responsible for cabinet finish problems caused by Homeowner's lack of or improper maintenance, or alterations to original finish or finish surfaces.

10-4-7 **Observation:** A cabinet door or drawer binds.

Performance Guideline: Cabinet doors and drawers will open and close with reasonable ease.

Corrective Measure: Builder will adjust or replace cabinet door hinges and/or drawer hardware as necessary to meet the performance guideline.

10-4-8 **Observation:** A cabinet door will not stay closed.

Performance Guideline: The catches or closing hardware for cabinet doors will be adequate to hold the doors in a closed position.

Corrective Measure: Prior to closing, Builder will adjust or replace the door catches or closing hardware as necessary to meet the performance guideline.

10-4-9 **Observation:** Cabinet doors or drawer fronts are cracked.

Performance Guideline: Cabinet doors and drawer fronts will not crack.

Corrective Measure: Builder will replace or repair cracked panels and drawer fronts. No corrective action is required by Builder if the cracked drawer fronts or panels result from Homeowner's abuse.

Discussion: Paint or stain on the repaired or replaced door or drawer front may not match the stain on the existing panels or drawer fronts. Grain patterns or intensity cannot be matched perfectly. Builder will only be required to match the same species of wood, matching the grain pattern as close as possible. Some species of wood will age and darken over time. An exact match may not be possible. Use of manufacturer-provided touch-up kits is acceptable to address minor imperfections in the cabinet finish.

10-4-10 **Observation:** Cabinet units are not level.

Performance Guideline: Individual cabinets should not have a deviation of more than 3/16 inch out of level.

Corrective Measure: Builder will level cabinets to meet the performance guideline.

10-4-11 **Observation:** A cabinet frame is out of square.

Performance Guideline: A cabinet frame, when measured diagonally from corner to corner, will not exceed a difference of more than 1/4 inch.

Corrective Measure: Builder will repair or replace the cabinet to meet the performance guideline.

10-4-12 **Observation:** Cabinet doors do not align when closed.

Performance Guideline: Gaps between doors should not deviate more than 1/8 inch from top to bottom.

Corrective Measure: Builder will adjust doors to meet the performance guideline.

10.5 Countertops

Note: Do not put hot items such as pots from the stove directly onto counters. Do not use counters as a cutting surface. Use only mild cleaners. Use a reasonable hot water setting in cultured marble sinks to avoid cracking from thermal shock. Keep granite counters sealed using approved sealants.

10-5-1 **Observation:** High-pressure laminate on a countertop is delaminated.

Performance Guideline: Countertops fabricated with high-pressure laminate coverings will not delaminate.

Corrective Measure: Builder will repair or replace delaminated coverings, unless the delamination was caused by Homeowner's misuse or negligence.

Discussion: Consumers should refrain from leaving any liquids near the countertop seams or allowing the surface to become excessively hot.

10-5-2 **Observation:** The surface of high-pressure laminate on a countertop is cracked or chipped.

Performance Guideline: At the time of closing, cracks or chips greater than a 1/16 inch are considered excessive.

Corrective Measure: Builder will repair or replace cracked or chipped countertops to meet the performance guideline only if they are reported at the time of closing.

10-5-3 **Observation:** Countertops are visibly scratched.

Performance Guideline: At the time of closing, countertops will be free of scratches visible from 6 feet under normal lighting conditions.

Corrective Measure: Builder will repair scratches in the countertop to meet the performance guideline.

Discussion: Minor imperfections and scratches will be more visible in dark, glossy tops.

10-5-4 **Observation:** A countertop is not level.

Performance Guideline: Countertops will be no more than 3/8 inch in 10 feet out of parallel with the floor.

Corrective Measure: Builder will make necessary adjustments to meet the performance guideline.

10-5-5 **Observation:** A tile countertop has uneven grout lines.

Performance Guideline: Grout lines should not vary more than 1/16 inch from the widest to the narrowest.

Corrective Measure: Builder will make corrections as necessary to bring the grout lines into compliance to meet the performance guideline.

Discussion: Different tiles require different widths of grout lines. Some tiles are designed to have varied-width grout lines. Irregularly sized tiles will also often result in uneven and variable grout width.

10-5-6 **Observation:** Tile countertop grout lines are cracked.

Performance Guideline: Tile grout is a cement product and is subject to cracking. Cracks that result in loose tiles or gaps in excess of 1/16 inch will be repaired.

Corrective Measure: Prior to closing, Builder will repair the grout lines by adding grout, caulking, or replacing grout.

10-5-7 **Observation:** The surface of countertop tile has excessive lippage from the adjoining tile.

Performance Guideline: Lippage greater than 1/16 inch is considered excessive, except for materials that are designed with an irregular height (such as handmade tile).

Corrective Measure: Builder will repair or replace the tile to meet the performance guideline.

10-5-8 **Observation:** A granite, marble, stone, or solid-surface countertop is cracked.

Performance Guideline: At the time of closing, cracks greater than 1/32 inch in width are considered excessive.

Corrective Measure: If the crack is found to be a result of faulty installation or product, Builder will repair or replace the countertop. Patching is an acceptable repair.

10-5-9 **Observation:** A granite, marble, stone, or solid-surface countertop has texture or color variations.

Performance Guideline: Color variations in natural-surface products are acceptable. Solid-surface variations in texture and colors are covered by the manufacturer's warranty.

Corrective Measure: No corrective action is required by Builder.

10-5-10 **Observation:** A granite, marble, stone, or solid-surface countertop is chipped.

Performance Guideline: At the time of closing, chips greater than 1/32 inch in width are considered excessive.

Corrective Measure: Builder will repair or replace affected areas to meet the performance guidelines. The use of an appropriate filler is an acceptable repair.

10-5-11 **Observation:** A granite, marble, stone, or solid-surface countertop has visible seams.

Performance Guideline: Seams may be visible and especially noticeable with certain countertop materials and darker finishes.

Corrective Measure: No corrective action is required by Builder.

10-5-12 **Observation:** A granite, marble, or stone countertop has excessive lippage between sections.

Performance Guideline: Lippage greater than 1/32 inch is considered excessive.

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

10-5-13 **Observation:** A solid-surface or laminate countertop has a bubble, burn, stain, or other damage.

Performance Guideline: At the time of closing, solid-surface or laminate countertops will be free of bubbles, burns, or stains.

Corrective Measure: Builder 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. Homeowner is responsible for maintaining the countertop and protecting it from damage.

10-5-14 **Observation:** Manmade cultured marble top has hairline cracking around or near the drain.

Performance Guideline: At the time of closing, no visible cracks should be apparent to the naked eye. Top should withstand water temperatures of 130 degrees Fahrenheit without cracking.

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

Discussion: Cultured marble tops are sensitive to rapid temperature changes, and may become thermally shocked. This process will cause cracking of the gel coat finish at or near the point of the temperature change. Water heater should be set at or below 130 degrees Fahrenheit. Thermal shocking is not covered by warranty.

10.6 Interior Wall Finish

10-6-1 **Observation:** Cracks are visible on a finished wall or ceiling.

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

Corrective Measure: Prior to closing, Builder will repair cracks exceeding 1/16 inch in width. Builder will touch up paint on repaired areas. A perfect match between original and new paint cannot be expected and Builder is not required to paint an entire wall or room. Builder is not required to touch up paint on areas repainted by Homeowner after closing.

10-6-2 **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 standing position facing the surface at distance of 6 feet under normal lighting conditions are considered excessive.

Corrective Measure: Prior to closing, Builder will repair such blemishes. Builder will touch up paint on repaired areas. A perfect match between original and new paint cannot be expected, and Builder is not required to paint an entire wall or room.

Discussion: When drywall has been placed on lumber surfaces which are subject to shrinkage and warpage, 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 house. 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 home will tend to stabilize itself.

10-6-3 **Observation:** Angular gypsum wallboard joints are uneven.

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

Corrective Measure: No corrective action is required by Builder.

10-6-7 **Observation:** Drywall is cracked.

Performance Guideline: Drywall cracks greater than 1/16 inch in width are considered excessive.

Corrective Measure: Prior to closing, Builder will repair cracks and touch up paint in affected areas. The texture and paint color may not exactly match the existing texture and paint color.

10.7 Paint, Stain, and Varnish

Note: Do not scrub painted walls; touch up any spots using matching paint and roller. Information from the paint manufacturer has been included with your New Home Orientation Packet. Contact the paint manufacturer for matching paint, other needed supplies, and helpful tips on how to keep your paint looking new.

10-7-1 **Observation:** An interior surface is spattered with paint.

Performance Guideline: Paint spatters will not be readily visible on walls, woodwork, floors, or other interior surfaces when viewed from a standing position facing the surface at distance of 6 feet under normal lighting conditions.

Corrective Measure: Builder will remove paint spatters to meet the performance guideline.

10-7-2 **Observation:** Brush and roller marks show on interior painted surface.

Performance Guideline: Brush marks will not be readily visible on interior painted surfaces when viewed from a standing position facing the surface at a distance of 6 feet under normal lighting conditions.

Corrective Measure: Builder will refinish as necessary to meet the performance guideline and match affected areas as closely as practical.

10-7-3 **Observation:** Lap marks show on interior painted or stained areas.

Performance Guideline: Lap marks will not be readily visible on interior painted or stained areas when viewed from a standing position facing the surface at distance of 6 feet under normal lighting conditions.

Corrective Measure: Builder will refinish as necessary to meet the performance guideline and match affected areas as closely as practical.

10-7-4 **Observation:** Interior painting, staining, or refinishing of repair work does not match.

Performance Guideline: A perfect match between original and new paint cannot be expected. Repairs required under the performance guideline will be finished to match the immediate surrounding areas as closely as practical.

Corrective Measure: No corrective action is required by Builder.

Discussion: Where the majority of the wall or ceiling area is affected, the area will be painted from breakline to breakline. Builder is not required to paint an entire room.

10-7-5 **Observation:** Resin has bled through the paint on interior trim.

Performance Guideline: This is a common condition that can be expected to occur with natural materials such as wood.

Corrective Measure: No corrective action is required by Builder.

11. Flooring

Note: Remove shoes upon entering residence. Use of high-quality floor mats at entrances and exits is key to reducing wear. They collect and trap all the corrosive substances that can be tracked in from outdoors, including dirt, sand, grit, oil, asphalt or even driveway sealer. Love your pets, but know that they can damage your floors. Keep pets' nails trimmed and their paws free of dirt, gravel, grease, oil and stains. See manufacturer info for complete warranty details and care instructions.

11.1 Carpeting

Note: Vacuum high traffic areas daily, medium to high traffic areas twice weekly, and the entire house at least once a week. Use a vacuum with a rotating brush or beater bar and manual height adjustment. Change bags often and check the beater bar for burs and gouges to prevent damage to the surface of the carpet. Blot up liquid spills with a white towel or paper towel. Try removing remaining stain with warm water only. If stain cannot be removed with warm water use a cleaning product specified for carpet only. (Refer to your stain removal guide in your flooring warranty packet). Love your pets, but know that pet urine can cause the backing of your carpet to delaminate.

Professionally clean carpet every 18 months by truck mounted carpet cleaners using cleaning products, equipment, systems and services specified/certified with the Carpet and Rug Institute Seal of Approval. You must show proof of cleanings in form of a bill, invoice or statement for cleaning services for warranty purposes.

11-1-1 **Observation:** Carpet does not meet at the seams.

Performance Guideline: Visible gaps at the seams are considered excessive.

Corrective Measure: It is not unusual for carpet seams to be visible from a standing position. Seams are a part of carpet installation. Heat-bonded seams are as strong as the rest of the carpet. However, seams themselves may not be invisible. Builder will correct visible gaps at carpet seams.

11-1-2 **Observation:** Carpet is stretched or loose.

Performance Guideline: When stretched and secured properly, wall-to-wall carpeting will not unfasten, loosen, or separate from the points of attachment.

Corrective Measure: Builder will re-stretch or re-secure the carpeting as necessary to meet the performance guideline. Builder is not responsible for Homeowner misuse or neglect, such as excessive shampooing or improper steam cleaning.

11-1-3 **Observation:** Carpet is faded or discolored.

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

Corrective Measure: No corrective action is required by Builder.

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

11-1-4 **Observation:** Carpet appears to be different colors.

Performance Guideline: Carpet for a room will be ordered and installed from a single manufacturer's dye lot. Carpet shade variance is the manufacturer's responsibility.

Corrective Measure: No corrective action is required by Builder.

Discussion: When viewed under normal lighting conditions, carpet may have the appearance of color variations. These differences may result from the direction of the carpet nap or from fibers being crushed on the roll. Over time, vacuuming will make the appearance more uniform.

11-1-5 **Observation:** Dead spots or voids are observed in padding areas below the carpet surface.

Performance Guideline: Carpeted areas will not have dead spots or voids.

Corrective Measure: Builder will repair or replace padding in the affected areas to meet the performance guideline.

Discussion: Since carpet padding comprises a number of materials of various densities and feel, there may be an inconsistent feel even with adequate coverage.

11-1-6 **Observation:** Carpet has a manufacturer's defect.

Performance Guideline: Issues related to the performance of the carpeting, such as premature or excessive wear, ineffective or insufficient stain protection (if applicable), backing delamination, excessive carpet fibers detaching (to the point backing becomes visible), etc., are the responsibility of the manufacturer. Please see "Manufactured Products" section. Whether a manufacturer's defect exists will be determined by the respective carpet mill representative or, if applicable, by an independent certified carpeting inspector.

Corrective Measure: No corrective action is required by Builder.

11.2 Vinyl Flooring

Note: Vacuum or sweep with a soft-bristle broom regularly, especially before using floor cleaners, to prevent gritty dirt and particle buildup; use only cleaning supplies recommended by the manufacturer, and never use abrasives to clean the floor. Sharp objects (such as high-heeled shoes) or furniture with small legs can damage the floor; attach felt or

similar protective pads to all furniture legs, particularly heavy pieces to reduce indentation. Use care when placing or moving heavy objects such as appliances. Wipe up spills or spots immediately.

11–2–1 **Observation:** Nail pops are observed on the surface of vinyl flooring.

Performance Guideline: Visible nail pops on floor coverings are considered excessive.

Corrective Measure: Builder will repair the nail pops that are visible.

Discussion: At Builder's option, Builder will repair or replace the floor covering in the affected areas with similar materials and in accordance with manufacturer's recommendations. Builder is not responsible for discontinued patterns or color variations when replacing the floor covering.

11–2–2 **Observation:** Depressions or ridges are observed in flooring because of subfloor irregularities.

Performance Guideline: Readily apparent depressions or ridges exceeding 1/8 inch will 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 straightedge to determine the depth of the depression or height of the ridge.

Corrective Measure: Builder will take the necessary corrective action to meet the performance guideline. Builder will not be responsible for discontinued patterns or color variations when replacing the floor covering.

11–2–3 **Observation:** Vinyl flooring has lost adhesion.

Performance Guideline: Floor covering will be securely attached to the substrate or underlayment.

Corrective Measure: If flooring becomes detached due to improper installation by Builder, Builder will repair or replace the affected flooring as necessary. Builder is not responsible for discontinued patterns or color variations when replacing the floor covering.

Discussion: The performance guideline does not apply to perimeter- attached or loose-laid vinyl floors.

11–2–4 **Observation:** Seams or shrinkage gaps show at vinyl flooring joints.

Performance Guideline: Gaps at joints/seams in vinyl flooring will not exceed 1/32 inch in width. Where dissimilar materials abut, the gaps will not exceed 1/16 inch.

Corrective Measure: Builder will repair or replace the flooring as necessary to meet the performance guideline. Builder will not be responsible for discontinued patterns or color variations when replacing the floor covering.

Discussion: Proper repair can be accomplished by sealing the gap with seam sealer. Since vinyl is produced in limited widths, the majority of installations do require seaming. These seams are sealed, however they may not be invisible.

11–2–5 **Observation:** Bubbles are observed in vinyl flooring.

Performance Guideline: Bubbles resulting from trapped air and that protrude higher than 1/16-inch from the floor are considered excessive.

Corrective Measure: Builder will repair the floor to meet the performance guideline in accordance with manufacturer's recommendations.

Discussion: The performance guideline does not apply to perimeter-attached or loose-laid vinyl floors.

11–2–6 **Observation:** Yellowing is observed on the surface of vinyl floor covering.

Performance Guideline: Builder will install vinyl flooring in accordance with the manufacturer's instructions.

Corrective Measure: If the yellowing resulted from improper installation by Builder, Builder will repair or replace the flooring. Yellowing resulting from a manufacturer's defect or from Homeowner's misuse or lack of maintenance is not covered by Builder.

Discussion: Some chemical compounds may cause a chemical reaction with the flooring material and result in permanent damage to the floor. Homeowner is responsible for the proper use and maintenance of the floor. Yellowing caused by Homeowner's improper use of or inadequate maintenance of the floor is not Builder's or the manufacturer's responsibility.

11.3 Hardwood Flooring

Note: Vacuum or sweep with a soft-bristle broom regularly, especially before using floor cleaners, to prevent gritty dirt and particle buildup that can scratch the floor's surface. Don't use vacuums with a beater bar or power rotary brush head. Clean with manufacturer approved Hardwood/Laminate Floor Cleaner only. Wipe up spills or spots immediately. Attach felt or similar protective pads to all furniture legs, particularly heavy pieces. When you're moving furniture, appliances or other heavy objects, use a dolly; never slide or roll anything across the floor. Monitor and control the humidity inside the home.

Never clean or wet mop your hardwood floor with water. Do not use any wax or cleaner that must be mixed with water such as oil soap, as this may damage your floor and result in a loss of warranty. Water can dull the finish and permanently damage the floor. Do not use soap-based detergents or "mop and shine" products, as these may leave a dull film on your floor. Do not wax or polish your floor. Do not use abrasive cleaners, steel wool or scouring powder that can scratch your floor.

11-3-1 **Observation:** Gaps exist between hardwood floor boards.

Performance Guideline: At the time of closing, gaps between hardwood floor boards will not exceed 1/8 inch in width.

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

Discussion: Gaps appearing after installation may be caused by fluctuations in the relative humidity in the house. This is a common seasonal phenomenon in some climates and certain areas of the house that experience significant shifts of humidity. Homeowner is responsible for maintaining proper humidity levels in the house.

11-3-2 **Observation:** Hardwood floor boards are cupping or crowning.

Performance Guideline: Cupping or crowning in hardwood floor boards will not exceed 1/16 inch in height in a 3-inch maximum span measured perpendicular to the long axis of the board. Cupping or crowning appearing after installation may result from fluctuations in the moisture conditions in the house, causing a noticeable curvature in the face of the floor boards. Cupping or crowning caused by exposure to moisture beyond Builder's control is not Builder's responsibility.

Corrective Measure: Builder will correct or repair boards to meet the performance guideline if the cupping or crowning was caused by factors within Builder's control.

Discussion: Homeowner is responsible for proper maintenance of the floor and for maintaining proper humidity levels and moisture conditions in the house, crawl space, or basement.

11-3-3 **Observation:** Excessive lippage is observed along the joints of prefinished wood flooring products.

Performance Guideline: Lippage greater than 1/16 inch is considered excessive.

Corrective Measure: Builder will repair lippage in the affected areas to meet the performance guideline if the lippage was caused by elements within Builder's control.

11-3-4 **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 will be no more than 1/2 inch more or less than 20 feet.

Corrective Measure: Builder will make the necessary modifications in the most practical manner to any floor that does not comply 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 performance 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 12 × 16 foot room.

11-3-5 **Observation:** Voids or skips are observed in the floor finish.

Performance Guideline: Voids that are readily visible from a standing position under normal lighting conditions are considered excessive.

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

11-3-6 **Observation:** The top coating on hardwood flooring has peeled.

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

Corrective Measure: Builder will refinish any field-applied finishes that have peeled.

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

11-3-7 **Observation:** Hardwood flooring has buckled.

Performance Guideline: Under normal conditions and usage, hardwood flooring should not buckle.

Corrective Measure: Builder will repair the affected area to meet the performance guideline if buckling was caused by elements within Builder's control.

Discussion: Wood floors are naturally susceptible to high levels of moisture. Buckling results from water or high levels of moisture coming in contact with the floor. Controlling excess water during cleaning or from other sources is Homeowner's responsibility.

11-3-8 **Observation:** Hardwood flooring has released from the substrate.

Performance Guideline: Under normal conditions and usage, hardwood flooring should not lift from the substrate.

Corrective Measure: To meet the performance guideline, Builder will repair the affected area if the lifting was caused by factors within Builder's control.

11-3-9 **Observation:** Excessive knots and color variations are observed in hardwood flooring.

Performance Guideline: Builder will install the grade of hardwood specified for the project. All wood should be consistent with the grade or quality specified.

Corrective Measure: Builder will replace any improper grade or quality of wood.

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

11-3-10 **Observation:** Slivers or splinters are observed in hardwood flooring.

Performance Guideline: Slivers or splinters will not be visible.

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

Discussion: Slivers or splinters that occur during installation of unfinished wood flooring can be shaved and the area filled prior to sanding and finishing. In most cases, slivers or light splintering in prefinished floors

can be corrected. Excessive splivers or splintering of prefinished flooring after installation is covered under the manufacturer's warranty.

11-3-11 **Observation:** Hardwood flooring has visible scratches and dents.

Performance Guideline: At the time of closing, hardwood flooring will not have scratches and dents visible from a standing position.

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

Discussion: The wide varieties of hardwood flooring available to consumers have varying hardness and wear resistance. Builder is not responsible for the choice of a softer material that may be more susceptible to damage during or after construction. High-heeled shoes, pets, and heavy foot traffic will create scratches and dents in most hardwood floors.

11-3-12 **Observation:** Sticker burn is observed on the surface of strip flooring.

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

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

11.4 Tile, Brick, Marble, and Stone Flooring

Note: Vacuum or sweep glazed floor tiles regularly to remove dirt and other gritty particles, then damp mop or sponge with manufacturer approved non-oil-based cleaner. Check cleaners for use on colored grout. Grout joints should be treated with a silicone sealer to simplify future maintenance; we recommend you apply a sealer at least twice a year for maximum stain protection (Builder does not and will not apply sealant, this is a homeowner maintenance item). Avoid dropping heavy objects on these surfaces as cracked or broken tiles can result.

11-4-1 **Observation:** Tile, brick, marble, or stone flooring is broken or loosened.

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

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

11-4-2 **Observation:** Cracks are observed in the tile grout or at junctures with other materials, such as a bathtub.

Performance Guideline: Cracks in grouting of tile joints commonly result from normal shrinkage conditions. Cracks that result in loose tiles or gaps in excess of 1/16 inch are considered excessive.

Corrective Measure: Prior to closing, Builder will repair grout to meet the performance guideline. Homeowner is responsible for re-grouting these joints after Builder's one-time repair. Builder is not responsible for color variations or discontinued colored grout.

Discussion: The use of an elastic substance, grout caulk, at junctures between tile and other materials is often more effective than grout and is considered an acceptable method of repair.

11-4-3 **Observation:** There is lippage of adjoining marble or ceramic tile.

Performance Guideline: Lippage greater than 1/16 inch is considered excessive, except where the materials are designed with an irregular height such as handmade tile or tile larger than 13 × 13 inches.

Corrective Measure: Builder will repair lippage in the affected areas to meet the performance guideline.

11-4-4 **Observation:** A grout or mortar joint is not a uniform color.

Performance Guideline: After the grout or mortar has cured, any color variation that is readily visible from a standing position facing the surface at a distance of 6 feet under normal lighting conditions is considered excessive.

Corrective Measure: Prior to closing, Builder will repair the joint to meet the performance guideline.

Discussion: Grout or mortar cannot be expected to match exactly in repaired areas.

12. Manufactured Products

12-1-1 **Observation:** Manufacturer's warranty standards not met.

Performance Guideline: Manufacturer related defects attributable to the materials used, the manufacturing process, or failure to perform as defined by the manufacturer's warranty, are the responsibility of the manufacturer. In such event, specific coverage is determined by the manufacturer's warranty. Builder does not warrant in any manner those items covered by their respective manufacturer's warranty.

Corrective Measure: Action will be taken by manufacturer or manufacturer's representative. No action will be taken by the Builder.

Discussion: Manufacturer defects are the responsibility of the manufacturer and not the Builder. Certain manufacturers' warranties apply after the one year warranty period to which the Homeowner is entitled under the Warranty Agreement. Careful review of these warranties for terms and periods of coverage is advised.

13. Landscaping

Note: Landscaping, including trees, shrubs, grass and flowers are not covered by any warranty. The growth of seed and the health of sod, bushes, trees, and other plants are dependent on Homeowner maintenance.

13-1-1 **Observation:** Sod, shrubs, plants, or trees are dead.

Performance Guideline: At the time of closing, any shrub, plant, tree, or sod planted by Builder will be alive.

Corrective Measure: None.

Discussion: After installation, proper lawn and landscape care are a Homeowner responsibility. New landscaping requires frequent watering until roots of plantings have become established. Watering is Homeowner's responsibility.

13-1-2 **Observation:** Grass seed does not germinate.

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

Corrective Measure: Builder is only responsible for seeding per the manufacturer's instructions. No corrective action is required by Builder.

Discussion: After installation, proper lawn and landscape care are a Homeowner responsibility. New landscaping requires frequent watering until roots of plantings have become established. Watering is a Homeowner responsibility.

13-1-3 **Observation:** Irrigation system does not function properly.

Performance Guideline: Irrigation system should function as intended at the time of closing.

Corrective Measure: Problems attributable to installation that are identified no later than 30 days after closing will be corrected. Builder is not responsible for broken, clogged or malfunctioning sprinkler heads, system leaks or inoperative components beyond 30 days from closing.

Discussion: After installation, irrigation system maintenance (to include properly winterizing the system) is a Homeowner responsibility. Homeowner should regularly check, maintain and repair all irrigation system components.