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***Limited Warranty Standards and Guidelines***



## Limited Warranty

### Table of Contents

<b>WARRANTY GUIDELINES.....</b>	<b>1</b>
Introduction.....	1
Requesting Service Procedures .....	1
Emergency Service .....	2
Thirty Day Follow-Up.....	2
1 Year Follow Up.....	2
Non-Warranty Service Fee.....	2
Summary .....	3
<b>GENERAL PROVISIONS.....</b>	<b>4</b>
Disclaimer Of Warranties.....	4
Other Insurance .....	4
Binding Arbitration.....	4
Builder Responsibilities.....	5
Exclusions.....	5
<b>WARRANTY STANDARDS AND SPECIFICATIONS .....</b>	<b>7</b>
First Year Warranty Coverage Standards.....	7
<i>Acts Of Nature .....</i>	7
<i>Appliances .....</i>	8
<i>Basement .....</i>	8
<i>Cabinetry .....</i>	9
<i>Carpentry- Rough &amp; Finish .....</i>	9
<i>Concrete .....</i>	10
<i>Countertops .....</i>	12
<i>Doors- Interior.....</i>	12
<i>Doors- Exterior .....</i>	13
<i>Electrical .....</i>	13
<i>Finishes .....</i>	14
<i>Fireplace .....</i>	15
<i>Flooring.....</i>	16
<i>Heating &amp; Cooling Systems .....</i>	17
<i>Insulation .....</i>	18
<i>Landscaping- Lot Grading &amp; Drainage .....</i>	19
<i>Plumbing.....</i>	20
<i>Property .....</i>	21
<i>Roofs- Rain Gutters .....</i>	22
<i>Siding And Exterior Finishes.....</i>	22
<i>Windows And Screens .....</i>	23
<b>Optional System Coverage Applicable During First Two Years Only.....</b>	<b>25</b>
<i>Systems Coverage .....</i>	25
<b>Optional Structural Coverage Applicable During First 10 Years Only.....</b>	<b>25</b>
<i>Structural Coverage .....</i>	25
<b>INDEX .....</b>	<b>26</b>



## **Limited Warranty**

### **WARRANTY GUIDELINES**

This guide is prepared to help you understand the limited warranty on your home and the procedure for obtaining warranty service.

#### ***Introduction***

The same company which was the Seller/Builder in the real estate transaction involving the sale/purchase/build of the home regardless of management agreements, contracts or subcontracts with others, (hereafter referred to as "Builder") grants this warranty to the Homeowner (hereafter referred to as "buyer," "you," "yours," "purchaser"). This Warranty includes procedures for informal settlement of disputes, including binding arbitration, in accordance with the procedures of the Federal Arbitration Act. You should read this Warranty in its entirety in order to understand the protection it affords, the exclusions applicable to it, the warranty standards which will govern its interpretation and operation, and the responsibilities of you, the Homebuyer.

It should be understood by the Homebuyer that every newly constructed home needs maintenance to prolong the life of your home. It is the Homebuyer's responsibility to maintain the home. Regular maintenance includes such items as preserving soil drainage, caulking, cleaning, proper winterization of pools, resealing or repainting of finished surfaces as necessary, routine maintenance of mechanical systems, etc.

#### ***Requesting Service Procedures***

To comply with the terms of your warranty as well as for reasons of accuracy, all non-emergency items for which you request service must be reported in writing.

1. When reporting a problem, please contact us via e-mail at [hardingandsons@yahoo.com](mailto:hardingandsons@yahoo.com). Please include a complete description of the problem along with at least one photograph of the item. You will be contacted within one business day via e-mail or by phone concerning your request.
2. Depending on the issue, either our Customer Service Manager will meet with you to make an inspection and to review your service requests, or you will be contacted directly by the applicable trade contractor. If, upon review, a repair is necessary and covered under this warranty, our Customer Service Manager will either correct the items at the time of the inspection, or schedule appropriate personnel and trade contractors to complete the work.
3. Please cooperate with our Customer Service Manager and trade contractors in scheduling inspections of work in your house. It is **your** responsibility to see that our service personnel have access to your home for at least one (1) full day. General warranty service will only be scheduled during the following hours, 9:00 a.m. – 5:00 p.m., Monday through Friday. No work will be scheduled on weekends or afterhours.
4. Harding & Sons, LLC strives to complete minor repairs within thirty (30) days from the day the repair order is received.
5. The Homebuyer must notify the Builder in writing, of the existence of any defect before the Builder is responsible for the correction of the defect. Written notice of a defect must be received by the Builder prior to the expiration of the applicable warranty period, and no action at law or in equity may be brought by Homebuyer against the Builder for failure to remedy or repair any defect about which the Builder has not received timely notice in writing.



## Limited Warranty

### ***Emergency Service***

“Emergency” is defined as severe plumbing problems that require the entire water supply to be shut off, total loss of hot water, total sewage stoppage, total loss of heat, hazardous electrical problems, gas leak, roof leak into home’s interior or any situation that endangers the occupants or the home. Cooling failures DO NOT constitute an emergency.

- Gas leaks, please call gas provider.
- No heat during winter, please call heating contractor posted on your furnace.

1. For emergencies occurring during normal working hours, contact our main office at 574-876-4183.
2. Emergencies occurring off-hours should be reported to 574-876-4183 and to the applicable trade call out numbers. The trade contractor should call you within several hours for true emergency situations. Our Customer Service Manager will contact you by the next business day to follow up. If Homebuyer is unable to make contact with builder during a “defined” emergency, the Homebuyer should take immediate action to mitigate further damages and contact builder or trade contractor as soon as possible. **This warranty does not cover reimbursement for contractors or services hired by Homebuyer.**
3. Although certain situations may seem to be of a serious nature to you, our Customer Service Manager may be able to give you instructions over the phone that will temporarily alleviate or secure the problem until the start of the next regular working day, at which time the appropriate personnel will come to your home to check on the matter.
4. Familiarize yourself with the different shutoffs and safety devices within your home and if you have a problem or are not sure of their use and operation, feel free to e-mail [hardingandsons@yahoo.com](mailto:hardingandsons@yahoo.com).

### ***Thirty Day Follow-Up***

During the first thirty (30) day's after closing, you may note minor malfunctions, such as sticking drawers and doors not latching. To the extent that such items are a normal builder responsibility, correction or adjustments will be made one time shortly after closing. To obtain service for these items, maintain a list of such items as each comes to your attention. E-mail this list to [hardingandsons@yahoo.com](mailto:hardingandsons@yahoo.com) and it will be reviewed by Harding & Sons, LLC Warranty Manager. All items determined as a responsibility of the Builder will be scheduled for correction at the earliest possible date. Other items, if any, will be discussed with Homebuyer for suggestions of possible solution.

### ***1 Year Follow Up***

A similar visit will be made upon request at the conclusion of the one-year warranty period. Any routine items noticed between these visits should be kept on a similar list and addressed at the end of year appointment. Consolidation of these items will allow the least amount of disruptions to homebuyer. **Year-end inspections need to be requested by Homebuyer within the 11<sup>th</sup> month period.**

### ***Non-Warranty Service Fee***

Builder and its subcontractors are always ready to correct malfunctions or defects under the specified warranties. However, undo service or inspection requests will be charged on the basis of time and materials with a one hour minimum.



## **Limited Warranty**

### ***Summary***

When this program is followed, we will be able to handle all appropriate warranty requests with the least amount of disruptions to your home. When individual Homebuyers demand immediate service on even "routine" items, our ability to serve other Homebuyer's decreases. Your cooperation in following the above polices will assure the best overall service for all Homebuyers.



## **Limited Warranty**

### **GENERAL PROVISIONS**

#### ***Disclaimer of Warranties***

This warranty is in lieu of all other warranties, express, implied, written or oral, including but not limited to any implied warranty of merchantability or fitness and strict liability in tort and is provided in lieu of all obligations and liabilities of seller/builder with respect to defects in materials and workmanship. The rights and remedies contained in this limited warranty constitute the buyer's sole recourse against builder for costs and expenses to cure defects in the property or loss in value caused by such defects. This warranty excludes any right to consequential damages, incidental expenses related to inconvenience or relocation during repairs. Homebuyer is responsible to mitigate damages.

#### ***Other Insurance***

In the event the Builder repairs, replaces or pays the cost of repairing or replacing any defect covered by this warranty for which the Homebuyer is covered by other insurance, Homebuyer must, upon request of the Builder, assign the proceeds of such insurance or warranty to the Builder to the extent of the cost to the Builder of such repair or replacement.

#### ***Binding Arbitration***

1. Any unresolved dispute that you may have with the Builder under this Warranty shall be submitted to binding arbitration governed by the procedures of the Federal Arbitration Act, 9 U.S.C.1 et.seq. You commence the arbitration process by giving the Builder written notice of your demand for arbitration of an unresolved dispute. The dispute will be submitted to the American Arbitration Association or such other independent arbitration service as is agreeable to Builder and you. If you submit a demand for Arbitration, you must pay the Arbitrator's filing fee prior to the matter being referred to the Arbitration Service. The Arbitrator shall have the power to award the cost of this fee to you or to split it among the two parties. The arbitration shall be conducted in accordance with the Arbitrator's rules and regulations to the extent that they are not in conflict with the Federal Arbitration Act and shall be made strictly in accordance with the provisions and standards of this Warranty.
2. As used herein the term "Unresolved Dispute" shall mean all claims, demands, disputes, controversies, and differences that may arise between the parties with respect to this Warranty of whatever kind or nature, including without limitation: (a) disputes arising out of this Warranty or other action performed or to be performed by the Builder under this Warranty; (b) as to repairs or claims arising during the term of this Warranty; and/or (c) as to the cost to repair or replace any defect covered by this Warranty.
3. The decision of the arbitrator shall be final and binding upon all parties.
4. If any party commences litigation in violation of this Warranty, such party shall reimburse the other parties to the litigation of their costs and expenses including attorneys' fees incurred in seeking dismissal of such litigation.
5. The Builder shall comply with the arbitrator's decision in accordance with builder's obligations of this Warranty. The Builder will complete such repairs or replacement with diligence but without the necessity of incurring overtime or weekend expenses.



## **Limited Warranty**

### **Builder Responsibilities**

If a covered defect first occurs during the applicable Warranty Period and such defect is reported during the Warranty Period, Builder will repair or replace with the sole option of selecting the methods and materials to be used in the corrective measure. THE CHOICE OF WHETHER TO REPAIR OR REPLACE IS SOLELY THAT OF THE BUILDER. Any work undertaken by the builder will be subject to the following provisions:

1. Any repair or replacement shall not extend beyond the Warranty Period for any reason. The repair or replacement of a covered item does not commence a new warranty period for that item.
2. Builder is not responsible for removing, repairing, replacing, or paying for any Homebuyer-installed items such as: fences, landscaping, sprinkler systems, furniture, wallpaper, appliances and fixtures not included in the original sale of the home, or other Homebuyer-added improvements. Builder shall not be responsible for color or dye lot variations, or for discontinued colors or patterns of any materials used in a corrective measure, including but not limited to carpet, vinyl, shingles, tile, siding, countertops, etc.
3. If the performance of obligations under this Warranty is delayed by any event outside of the Builder's reasonable control, the Builder will be excused from performing until the defects of that event are remedied. Examples of such events are weather conditions, acts of God, labor disputes, shortage of materials, unavailability of subcontractors, a national or limited emergency or causes beyond builder's control.
4. This warranty is expressly conditioned upon occupancy or closing (whichever is former), which indicates acceptance as is except for items noted. Occupancy or use of the home indicates your acceptance of the home "as is".
5. This warranty is non-transferable. Any obligation of the Builder under this warranty terminates if the property is resold or shall cease to be occupied by the original Homebuyer.
6. No one is authorized to modify this warranty without the express written consent of all parties involved. No verbal representations by Builder's representatives may vary this warranty.
7. Subject to the exclusions listed below, and other terms and conditions of this warranty, the Builder's warranty provides you with the protections listed herein under Warranty Standards and Specifications.

### **Exclusions**

#### **Builder is not responsible for:**

1. Defects not resulting in actual physical damage or loss.
2. Damage to real or personal property which is not a part of Home as delivered on the Effective Date of Warranty, which includes consequential or collateral damages arising from a defect covered by Warranty. This exclusion applies to any item which was provided by Homebuyer or trade contractor selected at Homebuyer's option in place of Builder's regular trade contractor.
3. Bodily or personal injury of any kind (including physical or mental pain and suffering and emotional distress), medical, hospital, rehabilitation or other incidental expenses, damage to personal property, damage to any property of others not a party to this Warranty, including damage or injury occurring during the conduct of repair or replacement under this warranty.
4. Any loss or damage which the Homebuyer has not taken appropriate action to minimize as soon as practicable, or made worse by failure by Homeowner to give prompt and proper notice to builder.
5. Loss of use, loss of opportunity, loss of market value, loss of rental value, or any other consequential loss



## **Limited Warranty**

6. Any damage to the extent it is caused or made worse by negligence, improper maintenance, lack of winterization, or improper operation by anyone other than the Builder or its employees, agents or subcontractors, including Homebuyer.
7. Any loss, damage, defect, cost or expense which is caused, in whole or in part, by any peril or occurrence for which compensation is provided by state legislation, or which is covered by other insurance including Homebuyer's insurance or public funds. In furtherance thereof, the homeowner waives any subrogation rights that might be asserted against Builder, to the fullest extent allowed bylaw.
8. Any loss or damage which arises while the home is being used primarily for nonresidential purposes.
9. Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair, or any other costs due to loss of use, inconvenience or annoyance.
10. Normal wear and deterioration.
11. Any defect or damage which is covered by a manufacturer's warranty that has been assigned to owner under "Consumer Warranty" in Appliance or other applicable product.
12. Any conditions which the homebuyer acknowledged or which the homebuyer was aware, or should have been aware prior to closing or occupancy (whichever is former).



## Limited Warranty

### **WARRANTY STANDARDS AND SPECIFICATIONS**

The following standards and specifications will be used to determine the action taken by the Builder during the applicable warranty period for items listed.

#### ***First Year Warranty Coverage Standards***

Description of Item	Comments	Builder's Obligation
<b>Acts Of Nature</b>		
A. Damage from mold growth or other similar agents	Controlling mold growth and other decay promoting organisms depend completely on Homebuyer controlling moisture. Proper landscaping including maintaining good drainage away from the home, maintaining flowerbeds 4" below siding and stucco lines, keeping rain gutters and downspouts free of ice and debris, including ice buildup along eaves and valleys, maintaining caulk lines around windows, doors, vents and flashings, watching for plumbing leaks and inspecting dryer venting for obstructions are critical Homebuyer maintenance responsibilities.	It is agreed that builder will not be responsible for any damages caused by mold, or by some other similar agent, that may be associated with defects in construction, to include, but not limited to, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects.
B. Termite, insect and rodent related damage	If evidence of Termites, rodents or insects that affect the structure or inhabitants of the home, consult a professional exterminator for assistance with these home maintenance items.	None.
C. Damage from acts of Nature	Damage externally caused by, but not limited to; windstorms, hail, lightning, rain and snowstorms, flood, soil movement or mud slides, earthquakes, tornados, hurricanes or volcanic eruption are not the Builder's responsibility.	None. These types of losses may be covered by Homebuyer's Insurance.



## Limited Warranty

Description of Item	Comments	Builder's Obligation
<b>Appliances</b>		
A. Major appliances are not operating properly	Confirm proper operation with manuals, and confirm power etc. is operational prior to requesting service. Service is provided directly by manufacturer. See owners guide for numbers and warranty procedures.	For purposes of this Limited Warranty Agreement, the term "Consumer Warranty" means all appliances, equipment and other items which are consumer products for purposes of Magnuson-Moss Warranty Act (15 USC, paragraph 2301-2312), which are located in the home on the commencement date of the warranty, and which were provided by Builder. The Builder expressly warrants that all consumer products will, for a period one year with the commencement date of the warranty, be free from defects due to non-compliance with generally accepted standards in the state which assures quality of materials and workmanship. <b>Any implied warranties for any such consumer products shall terminate on the same date as the express warranty stated above. Defects in items covered by manufacturers' warranties are excluded from coverage of this limited warranty, and buyer should follow the procedures in the manufacturers' warranties if defects appear in these items.</b> This warranty gives you specific rights, and you may have other rights which vary from state to state.
B. Dents and scratches	Only those reported prior to occupancy will be corrected.	None.
C. Disposal will not power up	Confirm that disposal is free of jams. Owner may need to press the "reset" button on side of disposal to restore power if it has tripped.	None.
D. Dishwasher leaving film on clear glass dishes	In areas of hard water, replacing the dishwasher detergent with a product that contains hard water additives or installing a soft water system in the home will usually resolve the problem.	None.
<b>Basement</b>		
A. Inadequate ventilation of crawl space	Adequate ventilation of the space between the bottom of the floor joists and the earth below the building is important to minimize vapor build-up in the crawl space area. The minimum net area of ventilation openings shall not be less than that required and enforced by building inspection officials in the governing municipality at time of construction.	The Builder shall correct to meet the ventilation requirements of building codes enforced in the area at the time construction.
B. Moisture in basement	Dampness caused by wicking through the basement walls or floor and condensation of water vapor on cool walls and floor are common and not the responsibility of Builder. Dampness prevention is the sole responsibility of the Homebuyer. The Homebuyer's failure to maintain proper grade away from the house can contribute to dampness.	Actual leakage of water (actual flow and accumulation) into the basement will be corrected using methods as are necessary to stop the flow of water. Leakage from improper drainage is Homebuyer's responsibility. See Landscaping for related issues.



## Limited Warranty

Description of Item	Comments	Builder's Obligation
C. Water leaking in cold storage area under covered concrete slab porch	Water leakage into cold storage from porch cap is not unusual and not covered by this warranty. Builder will not be responsible for improper landscaping, maintenance, or negligence of the Homebuyer in controlling water at porch.	Builder will caulk joints one time during the first year, after which Homebuyer will be responsible.
D. Water leaking around windows	Windows are installed with frame edges sealed with caulk. Excess water in window well can result in leakage. It is the Homeowner's responsibility to maintain caulk line and follow proper landscaping and drainage practices.	None.
<b>Cabinetry</b>		
A. Chips, cracks, scratches,	Only those reported prior to occupancy will be repaired.	Builder will replace or repair significant items noted prior to occupancy. Items requiring special lighting or viewing from specific angles to be visible will not be changed.
B. Cabinet doors and drawers warp	Minor warpage is common and should be expected within certain tolerances.	Warpage in excess of 1/4" from the face of the cabinet will be corrected.
C. Cabinet separates from wall or ceiling	Some separation is common and should be expected within certain tolerances.	Separation in excess of 1/4" will be corrected.
D. Color and grain variations	Readily noticeable variations in wood grain and color are expected in all cabinet selections.	None.
<b>Carpentry- Rough &amp; Finish</b>		
A. Walls which bulge, bow or are out-of-plumb	All interior and exterior framed walls have minor differences. Walls which bulge or bow in excess of 1/4 inch within a 32 inch measurement (floor to ceiling or wall to wall) is a defect. Walls which are out of plumb in excess of 3/4 inch within a vertical measurement of eight feet will be repaired. This standard does not apply to unfinished basements.	Builder will correct to meet the warranty standard. Conditions that are beyond the Builders control are excluded from this standard.
B. Ridges and depressions on sub-floor	Floors shall not have more than a 1/4" ridge or depression within any 32" measurement when measured parallel to the joists.	The Builder will correct or repair uneven floors to meet the standard.
C. Floors squeak	Some squeaks are unavoidable. Squeaks are typically caused by movement of wood on nails. This can be caused by deflection by the weight of a person and rubs the nail that holds it in place. Also, warpage- in the joist or floor material may cause "gaps" allowing such deflection.	Although the Builder does not warrant against floor squeaks, a reasonable effort will be made to correct them without removing floor and ceiling finishes.
D. Uneven wood framed floors	Uneven floor joists causing high or low areas exceeding 1/4 inch within a 32 inch distance, measuring perpendicular to the high or low area, is a defect. Floor slope which exceeds 1/240 of the width or length within a room, measured in the direction of the slope, is a defect. Example, the slope in a room ten feet wide may not exceed 1/2 inch.	Builder will correct to meet the warranty standard.
E. Cracks or splits in rough textured lumber	Cracks and splits in rough timbers should not exceed 3/8" in width and should not be longer than 1 1/2 times the timber's width.	Builder will correct to meet the warranty standard.



## Limited Warranty

Description of Item	Comments	Builder's Obligation
F. Wood deck is springy or shaky	All structural members in a wood deck shall be sized, and fasteners spaced according to building code specifications.	Builder shall modify or reinforce as needed to meet these standards.
G. Cupping, splits, warps in wood decking	These shall not exceed the allowances established by the grading agencies responsible for lumber species used for deck boards. Included Southern Pine Inspection Bureau, Redwood Inspection Service, and Western Wood Products Association.	Builder shall replace or repair any areas not meeting these standards prior to occupancy.
H. Decks sealant/ staining	Homebuyer is responsible for staining and/or sealing their wood deck, unless contracted with Builder. Variations in stain color will occur due to variations in porosity of wood, weathering and other causes. Drying out, cracking and splitting is the result of wood not properly protected.	None.
I. Gaps at joints in trim, molding and joints between moldings and adjacent surfaces	These should not exceed 1/8 inch in width.	Repairs will be made to meet standard. Caulking is acceptable method.
J. Gaps at trim edges	These should be mitered or coped and not exceed 1/16 inch.	Repairs will be made to meet standard. Caulking or puttying with compatible materials is acceptable method.
K. Wood trim is cracking	Some minor cracks, and raised grain will develop as it ages and dries. Much of this will occur during the first year. Raised grain can cause peeling paint; however, this is not due to a defect in material or workmanship. Paint maintenance of wood trim and gutters is a Homebuyer responsibility.	None.
L. Splits of interior trim	Splits exceeding 1/8 inch in width and 1 inch in length are unacceptable.	These will be repaired using caulk and paint by Builder during the first year warranty period.
M. Baseboards separating from wall	Separation of baseboards away from walls is a result of settling and shrinkage of components of the home. It is the homebuyer's responsibility to maintain gaps with caulking.	None.
N. Grain and cracks are visible	This is normal, and especially true for white and light colors; requires maintenance by Homebuyer.	None.
O. Finished grain and stain slightly different between hand railings, cabinets and mantles	When the same species of wood is used for cabinets, hand railing and mantles, the finishing process is different, resulting in a slightly different finished product.	None.

### Concrete

A. General Concrete Flatwork	Concrete slabs are designed to "float" or move with expansion/contraction of the soil. They are not a structural element of the home.	No adjustments will be made for movement of nonstructural concrete slabs.
B. Settling, heaving, cracking and minor aggregate pops of driveway, sidewalk, garage floor, porch, steps or patio	Some settling, heaving, cracking and minor aggregate pops is normal and should be expected. Only excessive conditions will be adjusted by Builder.	Conditions will be deemed as excessive if they result in negative drainage (towards the home), or hazardous vertical displacement of 1" or greater. Cracks in excess of 1/4" will be filled. Aggregate pops in excess of 1 inch in diameter will be patched. Builder is not responsible for color variations.



## Limited Warranty

Description of Item	Comments	Builder's Obligation
C. Top of concrete is "flaking" off, known as spalling	The most common causes of spalling include repeated hosing of concrete for cleaning, animal urine, radiator overflow, fertilizer applied to concrete, failure to shovel snow and ice, ice melting agents and road salts carried to concrete from vehicles.	No coverage for spalling or flaking is provided by Builder.
D. Basement floor slab is moving	Construction details incorporated to allow for movement of basement slabs include: flexible connections for gas and water lines, slip joints at drain lines, flexible collar at top of furnace plenum.	Builder will build in accordance with details mentioned to accommodate moving slabs.
E. Basement slab is cracking	Cracking is caused by movement of slab, as well as expansion/contraction within concrete itself. This can not be prevented.	Builder will repair by surface patching or sealing one time during the twelve months following occupancy for cracks exceeding 1/4" in width or 1/8" in vertical displacement. After which, slab floor is Homebuyer's responsibility.
F. Pits, depressions, or areas of unevenness in concrete floors in rooms designed for habitability	Some unevenness is expected by the nature of hand troweling used to smooth concrete.	Except for areas designed for specific drainage purposes, depressions exceeding 1/4 inches in 32 inches shall be repaired by surface patch.
G. Concrete slab cracks which cause finished floor coverings to rupture	*****	The problem will be corrected so that the defect is not readily noticeable.
H. Vertical or Horizontal separation or cracking of stoops and steps.	Minor separation is normal. Shrinkage (hairline) cracks are common and should be expected within certain tolerances.	Refer to above "item B" for specifications.
I. Puddling of water on porch caps, landings and patios	Water shall drain off outdoor stoops, steps and landings. Minor amounts of water can be expected to remain on surfaces for up to 24 hours after rain.	Builder will repair excess puddling by surface patching. Builder is not responsible for color variations.
J. Foundation wall cracks	Shrinkage or settlement cracks are common and should be expected within certain tolerances. Cosmetic hairline cracks are not of structural nature and will not be repaired.	Any exterior cracks greater than 1/8 in width will be repaired by one time courtesy surface patching or caulking. Builder is not responsible for color variations. See "Basement" for related issues.
K. Foundation plastering chips or flakes off	Minor Flaking of plastering resulting from expansion and contraction of materials and elements is normal and is Homebuyer's responsibility.	Builder will repair defects of foundation plaster by surface patching. Builder is not responsible for color variations.
L. Honeycombing in foundation walls	Honeycombing that occurs in foundation walls is unavoidable and does not constitute a deficiency.	Builder will repair by surface patching honeycombing that leaks water provided Homebuyer has complied with landscaping requirements. Refer to "Landscaping" for related issues.
M. Minor puddling on garage slab	Minor puddling is common but should not exceed 3/8 inches in 32 inch area.	Any puddling in excess of 3/8 inch in 32 inch area will be repaired by surface patching. Builder is not responsible for color variations.
N. Discoloration or uneven color in concrete	Discoloration and uneven color in concrete is common.	None.
O. Concrete Splatter or Residue	Concrete splatters shall not be readily visible on walls or woodwork or other exterior surfaces when viewed from a distance of Ten feet under normal lighting conditions. This does not apply to interior basement concrete.	Builder will remove these splatters to meet these standards.



## Limited Warranty

Description of Item	Comments	Builder's Obligation
<b>Countertops</b>		
A. Countertops separating from walls at back and sides	Countertops are caulked along the edges and back splashes to help seal out water and for cosmetic trimming. <b>Settlement and shrinkage may cause caulking to slightly pull away from wall. This is the Homebuyer's responsibility as home maintenance to re-caulk.</b>	The builder will make necessary adjustments for countertops which have pulled away from walls exceeding 1/4". Other repairs are the Home buyer's responsibility.
B. The countertop laminate is pulling or lifting off the wood backing	Countertop laminate should not pull away from the backing itself.	Builder will make required on-site repair using appropriate glue and heat process.
C. Countertop seams are readily visible	All seams are readily visible, especially on light colored countertops. The seams, however, should not have "valleys" or depressed gaps at the seams.	Any "valley" or depressed gap will be filled with the appropriate filler when notification is received within thirty (30) days from occupancy.
D. Countertop seams that separate or delaminate	Homebuyer is responsible for keeping all countertop seams dry. Separation due to excessive water on seams is not covered by this warranty.	None.
E. Scratches, chips, nicks, burns on countertops	If not properly cared for, countertops can be damaged. Builder will only be responsible to damage prior to occupancy.	Builder will repair major surface imperfections noted prior to occupancy. Future items shall be the responsibility of the Homebuyer.
F. Solid surface countertops are uneven	Solid surface countertops should be installed without chips and gouges and edges should be smooth and even. Where back splash joints secure at corners, the top edges should be even within 1/16 inch.	Builder shall make adjustments prior to occupancy to meet standards.
G. Countertop is not level	Countertops shall be no more than 3/8 inch in 10 feet out of parallel with the floor.	Builder will make necessary adjustment to meet warranty standards.
<b>Doors- Interior</b>		
A. Warpage of doors	Some warpage, cupping, bowing, or twisting is normal and is caused by surface temperature changes. Such warpage, cupping twisting or bowing shall not exceed 1/4 inch at the maximum distance from a straight edge to the door.	Builder shall repair or replace defective doors, and the finish matched as closely as practical. Rooms that are not kept at normal temperature and humidity will warp doors. In such cases, no adjustment will be made by Builder.
B. Doors are not parallel to door jams	Doors and their jams are expected to be within 1/4 inch of parallel to one another.	Builder shall adjust door and / or door jams to meet standard.
C. Doors should operate smoothly and latch securely	Weather and temperature changes can affect the performance of doors and door hardware. Most are easily adjusted using household oil on the hinges and/or adjusting the positioning of the strike plate.	Builder will adjust door hardware once during the twelve months following closing to meet operating standards.
D. Bi-Fold or By-pass door comes out of adjustment or falls out of track	Bi-fold or By-pass doors have been installed using standard building practices and should not fall out of track. Bi-fold doors are easily adjusted with a screw drive. Care should be taken to maintain this adjustment to minimize damage.	Builder will make courtesy adjustment one time on door that comes out of track within 90 days from occupancy. Future adjustments shall be the responsibility of the Homebuyer.
E. Door swings open or closed by the force of gravity	Doors shall not swing open or closed by the force of gravity alone.	Builder will adjust the door as necessary to meet the standard.
F. Pocket door rubbing, scratched, chipped or has surface damage	Pocket doors are not warranted in any way.	None.



## Limited Warranty

Description of Item	Comments	Builder's Obligation
<b>Doors- Exterior</b>		
A. Warpage of doors	See Doors- Interior. Same 1/4 inch standard applies	See Doors-Interior for related issues.
B. Doors are difficult to close	In order to obtain a tight seal, weather stripping is applied to the door jam. Closing the door may require a solid push using both hands and reasonable force. Both the deadbolt and door knob should latch in the same closed position.	Builder will adjust hardware for proper closing with reasonable force.
C. Doors are leaking water	Some infiltration is normally noticeable at bottom of doors, especially during high winds or when washing door.	Builder will correct to meet manufactures warranty standards for standard doors. French doors and homebuyer requested doors are not warranted. Some doors may require buyer installed storm doors to mitigate. Damage to flooring due to water leakage is not covered.
D. Screen door falls out of track	Screen doors are installed and adjusted to operate within manufacture tolerances.	Builder will adjust one time within 90 days of occupancy. Future adjustments are the responsibility of the Homebuyer.
E. Garage doors allow rain or snow to enter	Builder shall install to manufacturer's specification. However, some entrance of the elements should be expected under certain conditions, especially when windy conditions are present, and when accumulated snow rests against the door.	Builder shall adjust to meet manufacturer's specifications if required.
F. Garage door opener does not operate	The opener is warranted as a "consumer product". See information related to appliances for coverage. Check to verify that the electronic eyes along the bottom of the door are in alignment. This safety feature prevents the door from operating when something is blocking the doorway.	None.
G. Damage to Garage door by obstacle in doors path	Garage door openers are designed to reverse if door makes contact with foreign object. No damage to door should occur if contact is made at center of door with direct contact. If contact is made to left or right of center, or if solid contact is not made against object (sliding off), damage to door may occur. Homebuyer is responsible to leave path clear of obstacles.	None. See "Consumer Warranties" under Appliances.
<b>Electrical</b>		
A. General	Any warranty otherwise provided for electrical is voided upon person(s) changing, modifying, adding to, or tampering with the house electrical system in any way. For example, basement additions which "tie-in" to existing house wiring void the electrical portion of this warranty.	****
B. Malfunction of electrical components	An outlet, switch, or fixture fails to perform as designed. Always confirm proper function of circuit breakers, GFCI switches, and bulbs before requesting service.	Builder shall repair or replace to meet original design. No warranty is provided on lighting upgrades made by Homebuyer directly with lighting fixture supplier.
C. Malfunction of electrical utilities	Utility company meter problems, availability of service, service lines installed by developer, municipality or utility company as well as backfill are not the responsibility of the builder.	None.



## Limited Warranty

Description of Item	Comments	Builder's Obligation
D. Light fixture placement	Any changes to light fixture placement must occur prior to the 4-way walk through, or during drywall	None.
E. Bulbs are burnt out	Bulbs are installed and operational at the time of the Orientation Tour. Replacement of burnt bulbs is the Homebuyer's responsibility.	Builder will only replace bulbs listed prior to occupancy.
F. Outlets have lost power	As a safety feature, numerous Ground Fault Circuit Interrupters are included in your home. The outlets to the garage, patios, porch and basement are connected to one system. Your kitchen appliance outlets and bathrooms are also on GFCI systems. It is a sensitive system which trips easily to prevent electrical shock in these locations. The test/reset buttons (on a single outlet) control the entire system. <b>Do not plug a food freezer into any GFCI outlet.</b>	Builder will replace breaker if faulty.
G. Smoke Detectors are chirping	Each smoke alarm is equipped with a 9 volt battery back up in the event of power loss. When one is activated, all will respond to warn you throughout your home. When these batteries run low, the detector begins to chirp, reminding you to change the battery.	Builder will repair or replace malfunctioning Smoke Detector. All battery replacements are the Homebuyer's responsibility.
H. Smoke Detectors do not activate with smoke in the home	Many smoke detectors are equipped with a photo electric sensor that helps distinguish between different types of smoke, thus eliminating many false alarms.	****

## Finishes

A. Walls or ceiling cracks	Hairline cracks, seam or tape cracks, nail pops, and other imperfections are normal and should be expected within given tolerances. Nail pops are common and are due to contraction and expansion of lumber to which the drywall is attached. They are beyond the Builder's control and are not covered by this warranty.	Builder will, as a courtesy, make drywall repairs, one time only to cracks exceeding 1/8 inch in width and 6 inch in length. Homebuyer is responsible to repaint repaired areas. No repair will be made to areas that show only under particular lighting conditions or in garages.
B. Repairs made necessary by water damage or other item covered by this warranty.	In the event it becomes necessary to repair drywall due to some warranty related adjustment, the drywall will be repaired and repainted by Builder.	Drywall repairs will be made and re-textured to match original as closely as practical. Standard painting color and sheen variations will be matched as closely as practical. <b>Homebuyer is responsible to restore custom paint colors and wallpaper.</b>
C. Wallpaper or coverings begin to peel	Common cause is a result of lack of moisture control. Homebuyer is responsible for any peeling which might occur.	None
D. Paint touch-up required	Builder will only touch up paint prior to occupancy, or as part of separate warranted repair (such as drywall patches). Any touchup done may vary slightly in sheen and color and will become less detectable as paint cures.	Builder will touchup paint prior to occupancy for all areas with readily noticeable defects under general lighting conditions. Areas requiring special lighting conditions, such as shining a light at a specific angle, or viewing the area from specific angles or certain times of the day are not touch up items.
E. Paints are fading	All paints will fade and change color over time. This is particularly true for paints exposed to sunlight, as exterior paints are. This is not warranted in any way.	None.
F. Clear finish on exterior is deteriorating	Exterior clear finish, like those used on decks, deteriorates quickly from exposure to the elements.	None. This is regular home maintenance.



## Limited Warranty

Description of Item	Comments	Builder's Obligation
G. Paint is coming off exterior doors	In some cases, paint may not adhere properly and come off in large sections when exposed to hot summer sun, or when painted in excessive cold. This is not a material or workmanship defect.	Builder will repaint door prior to occupancy, after occupancy repainting is homebuyers' maintenance responsibility.
H. Areas of exterior paint appear to have unduly weathered	Weathering of painted materials is common, especially with high exposure to sunlight and moisture. Brick molding around exterior doors at the bottom where water may collect is an example. These areas are typically the homebuyers' maintenance responsibility.	None; unless areas are excessively large such as more than 25% of a single brick mold and casing.
I. Touchup paint is not available	At the time of the Orientation Tour, touchup paint should be included in touch up kit provided to Homebuyer.	Provide touchup paint at Orientation Tour. Additional paint may be obtained from Sherwin Williams.
J. Stain on wood varies significantly	Due to wood characteristics, color variations will result when and how the stain is applied. This cannot be controlled; no replacement, repair, or repainting will be completed, unless noted and agreed by Builder prior to occupancy.	None unless caused by poor workmanship.
K. Paint splatters	Paint splatters shall not be readily visible on walls, woodwork, floors or other interior surfaces when viewed from a distance of six feet under normal lighting conditions.	Builder will remove paint splatters to meet these standards.
L. Brush marks	Brush marks shall not be readily visible on walls, woodwork, floors or other interior surfaces when viewed from a distance of six feet under normal lighting conditions.	Builder will refinish as required to meet these standard and match color, sheen and surrounding area as closely as practical.
<b>Fireplace</b>		
A. Fireplace does not "draw" properly, or down draft exists	Under certain conditions, such as high winds, or trees too close to chimney down drafts may occur. Other causes may be related to tightly constructed homes requiring a nearby window to be opened to maintain effective draft.	If the problem is caused by improper construction or design, it will be corrected by Builder.
B. Brick chimney is separated from home	Some separation is normal and should be expected.	Separation in excess of 1/2 inch in any 10 foot measurement will be corrected by caulking or other measures.
C. Cracking of firebrick	It is expected that heat will cause cracking.	None.
D. Fireplace brick veneer is cracking	Some cracking is common and should be expected within given tolerances.	Cracks in brick veneer greater than 1/4 inch in width will be repaired by painting or patching, matching the color as closely as possible. Builder is not responsible for color or texture variations.
E. Water is coming into firebox	A certain amount of water infiltration can be expected under certain weather conditions, such as wind driven rains and snow. This is beyond the builder's control and is not a defect.	None. Homebuyers may choose to install a chimney cap to reduce water infiltration.
F. Glass door to fireplace is damaged or discolored	Any damage or inoperability should be noted on the Orientation Tour inspection forms. Discoloration due to residue inside firebox is considered home maintenance.	Only damage or discoloration noted at the time of the Orientation Tour will be addressed by Builder.
G. Operation of natural gas fireplace sets off smoke alarms	Initial operation of fireplace results in burn off of residue typical in new gas lines, oils and residue on the fireplace burners. Ventilate the home and allow up to 3 hours for fireplace to burn clean.	None.
H. German Smear, Whitewashing, or any other cosmetic finish has bleed through or yellowing.	Some bleed through of brick colors, also known as antiquing, is normal and is to be expected.	None.



## Limited Warranty

Description of Item	Comments	Builder's Obligation
I. Excess heat on surfaces above fireplace	Because hot air rises, this condition should be expected during prolonged use of fireplace. Installing a blower to push air out will greatly reduce this and allow for better air distribution. This should be considered when placing electronics above or near fireplace.	None.
<b>Flooring</b>		
A. Carpet seams are visible	Carpet seams will be apparent; however, gaps and excessive fraying are not acceptable.	The Builder will eliminate visible gaps and repair excessive fraying.
B. Carpet stains or spots are visible	Only stains or spots noted at the Orientation Tour shall be corrected by Builder.	Stains or spots noted on the Orientation Tour forms will be corrected by cleaning, patching, or replacement. The builder will not be responsible for dye lot variations if replacements are made.
C. Carpeting comes loose or excessive stretching occurs	When stretched and secured properly, carpeting should not come up, become loose, or stretch excessively at its points of attachment.	Builder will re-stretch or re-secure carpeting one time only within the first year.
D. Carpeting discolors on edges of rooms, also known as "soiled air filtration"	White and lighter colored carpets may show grey or brown lines around baseboards, by air ducts, under doors, and on edges of stairs due to airborne pollutants. It is not a defect in either carpet or the construction of the home.	None.
E. Vacuuming of carpet collects excess filament fiber known as "shedding"	Depending on whether carpeting was manufactured using staple versus continuous filament strands, excess fiber collection during initial vacuuming of carpeting is normal and doesn't constitute a deficiency.	None.
F. Traffic or wear patterns develop in carpeting	Wear patterns in traffic areas are normal and are not covered by this warranty. Regular vacuuming will extend life of carpet.	None.
G. Hardwood: Gaps appear in hardwood floor	Shrinkage of hardwood floors is normal and expected. These should be filled with wood filler by the Homebuyer as they appear.	Gaps, caused by shrinkage, exceeding 3/16 inch will be repaired by builder one time within the first year; other smaller gaps should be repaired by Homebuyer.
H. Hardwood: Water damage	Damage to flooring caused by excessive weather moisture, plumbing leaks, or other water problems are considered consequential damages and should be covered by your homeowners' insurance. Homebuyers should take necessary steps to minimize these damages.	None.
I. Scratches, fading discoloring, etc. of hardwood floors	Cleaning of wood floors should be done with a soft cloth and a PH neutral cleaner. Do not use wax, oil soap, or other household cleaner on your polyurethane finished floor. Install felt pad floor protectors on "feet" of furniture. Remove spills promptly.	Scratches, fading, and discoloration of hardwood floors are not the responsibility of builder.
J. Vinyl: Lifting, bubbling, and nail pops	The vinyl flooring should adhere properly to the sub floor surface. Nails should not break the surface of the vinyl.	Visible lifting and bubbling, and nail pops which break the surface of the vinyl will be repaired or replaced, at the builder's option, in the affected area with similar material. In any situation which requires replacement, the builder will not be responsible for discontinued patterns or colors and color variations.



## Limited Warranty

Description of Item	Comments	Builder's Obligation
K. Vinyl: seams appear in vinyl flooring	Seams will occur and are sealed at time of installation; there should be no significant gaps at seams.	Gaps exceeding 1/16 inch will be repaired, usually by resealing, by the Builder.
L. Vinyl: Depressions or ridges occur at sub floor joints	Measure the distance at one end of a 6 inch straightedge with the opposite end held tightly against the floor and the 3 inch mark over the depression or ridge.	Depressions or ridges exceeding 1/8 inch will be corrected by builder.
M. Vinyl: Patterns do not align	This should be noted on the Orientation Tour. Patterns are to be aligned within 1/8" of the adjoining piece.	Misaligned patterns noted on the Orientation Tour will be corrected to be within specified tolerance.
N. Discoloration or "yellowing" of vinyl flooring	Discoloration due to a manufacturer defect will be repaired or replaced. However, "discoloration" caused by the use of mats by homebuyer is not a defect.	Builder will correct if manufacturer defect.
O. Tile (All): Cracked, badly chipped, or loose tiles	Must be noted prior to occupancy.	
P. Tile (All): Cracks appear in grout	Most cracks in grout at joints or junctures with other materials are due to normal shrinkage conditions. Hairline cracks and sealing of grout are the homebuyer's responsibility.	Those noted prior to occupancy will be repaired or replaced as needed. Builder is not responsible for variations in color, or discontinued patterns or colors. Grout colors may vary.
Q. Laminate flooring has raised edges or butt joints	Prefinished hardwood floors may not be as smooth as a sand and finish floor. Overwood is the term describing slightly raised edges or ends. Although this condition is generally minimal on most floors, this is a characteristic of prefinished flooring and is not considered a defect.	Builder will repair all cracks in grout exceeding 1/16 inch in width and 3 inches in length only once during the warranty period, after which all cracks will be the homebuyers' responsibility. The builder will not be responsible for color variations.
		Builder will make corrections according to manufacturer specifications.

## Heating & Cooling Systems

A. The ductwork of the heating system is noisy	When metal is heated, it expands, when cooled it contracts. The resulting ticking or crackling sounds generally are to be expected and do not constitute a defect.	None.
B. The duct work is making loud single "booming" sounds, known as "Oil canning"	The booming oil canning noise is the result of expansion of air in the ductwork system. It may not be possible to eliminate completely.	Builder will adjust to reduce loud "oil canning" when possible.
C. Heating system seems inadequate	Heating systems are installed according to local building codes and manufacturer's specifications. The system should be able to establish a temperature of 70 degrees F, as measured in the center of the room 5 feet above the floor. In extremely cold temperatures of 10 degrees F below and colder, a temperature differential of 80 degrees will be maintained.	The builder will correct heating system to meet warranty standards.
D. Some areas of the home are warmer / colder than others	The orientation of the home (south facing etc.), number and size of windows, extent of window coverings, and other factors will determine the actual amount of heating / cooling required in each room. It is the homebuyer's responsibility to balance the needs by adjusting the registers / dampers in each location.	None.



## Limited Warranty

Description of Item	Comments	Builder's Obligation
E. Placement of registers, cold air return and ductwork vary from other model	The exact placement of heat ducts may vary from their positions shown in models, other homes, and plans. This will not significantly impact the system efficiency.	None.
F. Noise or vibration at air register	Register should be correctly installed according to manufacturer's specifications. Under certain conditions, some noise may be experienced with normal flow of air even when product is installed correctly.	None if installed correctly.
G. Air conditioning system seems inadequate (see H.)	When provided with your home, an A/C system should be capable of maintaining a temperature of 78 degrees F or a differential of 20 degrees F from the outside temperature (whichever is higher) measured in the center of the room, 5 feet above the floor. Lower temperatures are often possible but not guaranteed by the manufacturer or the builder. Lack of window coverings are the most common cause for problems of inadequate cooling.	Builder will correct cooling system to meet these standards provided that adequate window coverings are in place, and registers are properly balanced.
H. System requires charging	"Charging" the system must be completed when temperatures exceed 70 degrees. Homes closed during winter months will need to have the A/C charged in the spring.	Contact the A/C contractor directly for initial charging of the A/C. This is not an emergency item. Systems will be charged as the contractor is able. This may mean delays of several days or weeks at the first of spring.
I. A/C compressor is not level	The compressor should be maintained in a level position for proper function. Settling may cause the compressor to become out of level. It is the homebuyers' responsibility to raise and level compressor.	The compressor should be set and level prior to occupancy.
K. Dryer vent becomes clogged	Dryer vents (ductwork) need to be professionally cleaned at least every two years. Failure to maintain free flow of warm air will result in damage to dryer, moisture buildup with possible mold growth, and possible fire hazard.	Builder will correct any separation of ductwork. Maintaining venting is Homebuyer's responsibility.

## Insulation

A. Standard insulation seems inadequate	Insulation shall be installed to meet or exceed building code requirements at time of construction.	Builder shall correct to meet these standards. Builder is not responsible for settling in attic caused by foot traffic.
B. Upgraded insulation package seems inadequate	Upgraded Insulation, such as blown-in insulation in walls, shall meet manufacturer's standards.	Builder shall correct insulation to meet standards, if feasible, or refund any moneys paid for optional insulation.
C. Air infiltration at windows and doors	Some infiltration is usually noticeable, especially during high wind conditions. In areas prone to high winds, homebuyer may need to install storm doors, or storm windows to reduce/eliminate air infiltration. This is especially common for French doors, and large openable windows.	The Builder will adjust poorly fitted doors, windows, or poorly fitted weather-stripping.
D. Air infiltration at electrical outlets	Electrical boxes may allow air to flow through or around an outlet into a room. This is due to normal gaps of the insulation within the wall cavity. Optional blown in insulation will help reduce this.	None. The homeowner may want to add foam gaskets designed for exterior outlet boxes to help decrease such drafts.



## Limited Warranty

Description of Item	Comments	Builder's Obligation
<b>Landscaping- Lot Grading &amp; Drainage</b>		
A. Final Grade	<p>The final grade is designed to provide at least a minimum slope away from the home. This prevents water from flowing toward the home. It is established prior to closing (except when weather conditions prevent it) and inspected by every city's final inspection. No decision regarding coverage will be made while frost, snow or saturation exists on the ground.</p>	<p>Builder will not be responsible for weather caused damage to yards, or grading, after the final grade has been established or closing, whichever is later. Regardless, it is the Homebuyer's responsibility to maintain established grading and swales. <b>Any adverse change to the established grade or swale by any one other than the builder will void the warranty on this item.</b></p>
B. Ground settlement around foundation, utility trenches or other filled areas	<p>Ground settlement of 6 inches or more is common and should be expected. Settlement may be particularly acute around the foundation, utility trenches, and other filled areas. Homebuyer is responsible for monitoring settlement and making sure that positive slope is maintained so that water flows away from the home. <b>In all cases, the homebuyer is responsible for the removal and replacement of shrubs, grass, curbing, boulders etc., and to maintain drainage away from the home.</b></p>	<p>Builder will supply fill dirt for landscaped yards with settling in excess of 6 inches. As a one time courtesy, Builder will replace fill in settled areas in excess of 6 inches in un-landscaped machine accessible areas.</p>
C. Rain gutter causes rutting, settling	<p>Rain gutters direct large amounts of water to a single point. If left alone, this will cause excessive settling, rutting, possible basement flooding and window well flooding. It is the Homebuyer's responsibility to direct water from gutters away from the home, patios, walkways and window wells.</p>	<p>None. It is recommended that down spout extension pipe (un-perforated) be run a minimum of 10 feet away from the home.</p>
D. Basement walk-out sump does not drain	<p>Sump drains have limited capacity, but should drain under normal conditions. It is the Homebuyer's responsibility to keep the drain clear of debris.</p>	<p>It may be necessary for the Homebuyer to install a sump pump to provide satisfactory solutions.</p>
E. Water flowing from neighboring property onto Homeowner's lot	<p>It is normal for there to be some drainage flow between lots. Homebuyer is responsible for ensuring that proper drainage is not disrupted. <b><u>Excessive water flow onto Homebuyer's lot due to grading or landscaping changes of neighboring Homebuyers' are not Builder's responsibility.</u></b></p>	<p>None.</p>
F. Standing or ponding water	<p>Standing or ponding water should be expected after rainfall or snowmelt. Water should drain within 72 hours. However, this timeframe may be extended depending on soil conditions of the area, level of any additional moisture, and atmospheric drying conditions.</p>	<p>Refer to above section on "Final Grade".</p>
G. Damage to landscape items or improvements not part of the original sale of the Home	<p>Damage to fencing, landscaping (including sodding, seeding, shrubs, trees and plantings), sprinkler systems, decks, boundary and retaining walls, boulders and curbing not included in the original sale of the home and installed by builder are not the Builder's responsibility.</p>	<p>None.</p>
H. Damage to property provided by Builder from underground anomalies	<p>Loss or damage from buried debris, underground springs, sinkholes, mineshafts or changes in the level of the underground water table which were not reasonably foreseeable are not the Builder's responsibility.</p>	<p>None.</p>



## Limited Warranty

Description of Item	Comments	Builder's Obligation
<h3>Plumbing</h3>		
A. Drains or sewer lines are clogged	All drain and sewer lines are to operate freely. Builder is responsible for clogs due to construction debris.	Builder will correct clogged drains that occur during the first 30 days following occupancy. Obstructions removed during this time by the builder, which are shown to be resulting negligence of Homebuyer, will be corrected at the Homebuyer's expense.
B. Toilets clog up easily	Because of water conservation, toilets have been redesigned to use no more than 1.6 gallons of water per flush. Additional flushing may be required.	Builder will evaluate problematic toilets. If no defect is found, Homebuyer shall assume all repair costs for service call at a 1 hour minimum.
C. Water valve in toilet tank continuously runs or is leaking water	Toilet valves are adjusted at installation and should be working as designed. Additional adjustments to linkage or water level are considered a home maintenance item. Use of bleach tablets in toilet tank damages rubber seals and voids the warranty.	Builder will adjust toilet valve and float assembly one time within the first year.
D. Sewer Ejection pump will not discharge waste water	Sewer Ejection pumps are designed to discharge normal waste water from kitchen and bathroom fixtures. <b>DO NOT</b> Flush non-disposable paper towels (baby wipes) or feminine products or any item that will not break down. Failure to adhere to this will result in pump malfunction and back up of waste water.	Builder will repair malfunctioning pump. If malfunction is caused by the improper flushing of non-disposable items, Homebuyer shall assume all repair costs for service call at a 1 hour minimum.
E. Sewer gas odors coming from drains	All drains, when maintained properly, should not emit odors.	Builder will verify that plumbing vents are working as designed.
F. Plumbing leaks	Leaks caused by abuse or neglect, such as knocking loose fittings below a kitchen cabinet, are not warranted.	Builder will correct leaks, malfunctions in fixtures, valves or appliances caused by defects in materials or workmanship.
G. Outside faucets leak	Outside faucets utilize a "freeze-proof" design; for this to be effective hoses must be removed after each use. If a hose is left attached, remaining water can backup, expand and damage faucet.	<b>Secondary damage to wallpaper, personal belongings, carpeting and hardwood floors are not covered by the builder.</b> Builder will repair or replace any problems noted at the time of Orientation Tour only. Subsequent damage is the responsibility of the homebuyer.
H. Pipes freeze and burst	Homebuyer is responsible for maintaining suitable temperatures (i.e. 60 degrees F) in the home to prevent pipes from freezing. If temperatures will be lowered, proper winterization, including draining supply pipes, is a Homebuyer's maintenance item. Any damage resulting from home being "vacant" and/or heat shut off voids this warranty.	Builder will repair frozen pipes when caused by defect in material, workmanship or design.
I. Noisy pipes	Expansion and contraction caused by water flow will cause some noise which is to be expected. Loud "water hammering" is not normal.	Builder shall repair to eliminate loud "water hammering" only, frequently caused by <u>too much</u> pressure.
J. Temperature of water fluctuates	Changes in pressure caused by using more than one fixture at time can cause the temperature to fluctuate. Posi-Temp tub/shower valves have been installed that minimize this fluctuation at shower.	None.



## Limited Warranty

Description of Item	Comments	Builder's Obligation
K. Water pressure in home too low or too high	Code requires home to have an inline PRV valve (pressure reducing valve) installed on main water line directly above main shut off valve. This valve comes preset from the manufacture at approximately 45 to 50 PSI. These valves should only be adjusted by a licensed plumber. Damage or water failure resulting from adjustments to pressure by Homebuyer is Homebuyer's responsibility.	Builder will correct defective PRV.
L. Fixtures, tubs, sinks are damaged	Chips, scratches, dents, cracks and other blemishes of plumbing fixtures must be noted prior to occupancy.	Those items noted prior to occupancy will be repaired or replaced.
M. Jetted tub will not power up	Jetted tubs are equipped with a separate ground fault circuit interrupter (GFCI). The test/reset button may be located in an adjacent closet. Never turn on whirlpool until water level is at least 2 inches above jets. Do not allow water intake to become blocked. To reduce bacteria growth inside pump and piping from stagnant water, run whirlpool for one minute with bleach added before draining.	Builder will make repairs to malfunctioning pump, jets or piping. Damage resulting from Homebuyer negligence is Homebuyer's responsibility.
N. Water discharging from safety release valves on water heater	Safety release valves are installed on water heaters to allow excess pressure from water supply or high water temperatures to be released. Occasionally trickling of water is normal.	Builder will repair malfunctioning safety release valve. Damage to personal property resulting from water discharge is Homebuyer's responsibility.
O. Slow water drip from connections above water heater	Heated pipes and cool basement air create condensation to form and collect on top of water heater. Slight puddling of water and rusting is normal.	Builder will repair any water leaks that are a result of poor workmanship or materials.

## Property

A. Permanent structures on easements	Most easements are outlined on the recorded plat map and can be used and landscaped as a part of Homebuyer's property. Typically, Homebuyer may fence, plant, play or work all easements. Usually they merely provide the right of access by various utilities upon the property. Typically, no permanent structures can be built on easement areas. Check your title documents for detailed restrictions.	****
B. Dispute of property lines and corners	Most home building lot property corners are marked using metal markers imbedded in the street concrete curb and by plastic capped rebar stakes at grade level which are set during development of lot. A copy of lot plot plan and dimensions can be made available to help locate and verify corners. If disagreements arise between neighbors regarding property lines, it is homebuyer's responsibility to settle such disputes. A surveyor could be hired by Homebuyer to verify and mark all property corners.	Builder is not responsible for missing or moved property markers.



## Limited Warranty

Description of Item	Comments	Builder's Obligation
<b>Roofs- Rain Gutters</b>		
A. Leaking of elements through attic louvers, vents, including ridge and soffit vents	Even when properly installed, wind driven snow and rain may enter through vents. This is not a defect.	None
B. Roof leaking	Roofs and flashing shall not leak under normal conditions, except where the cause is determined to result from ice build-up or the owner's actions or negligence. It is the Homebuyer's responsibility to keep roof drains, gutters, and downspouts free of debris.	The Builder will repair any verified roof or flashing leaks not caused by ice build-up, leaves, debris, or the owner's actions or negligence.
C. Winds blowing off shingles	Shingles should meet the manufacturer specification for wind damage. Any damage caused by winds which exceed manufacturer specifications shall not be the responsibility of the Builder.	Builder shall repair or replace as necessary shingle damage caused by winds which do not exceed manufacturer specifications. Builder is not responsible for color variations in materials.
D. Insufficient attic or roof ventilation	Attic spaces shall have adequate ventilation as required by the appropriate building code.	Builder will correct to meet the building code standard enforced at the time of construction.
E. Leaks in gutters and down spouts	Gutters and leaders should not leak, except where snow and ice is allowed to build up. During heavy rains, overflow may be expected. The Homebuyer is responsible for keeping gutters and down spouts open and free from ice build up and debris.	Leaks not caused by Homebuyer's neglect will be repaired. Caulking of seams and joints is considered home maintenance.
F. Standing water in rain gutter	When unobstructed by debris, the water level shall not exceed 1 inch in depth. 1 inch drop per 10 lineal feet of rain gutter should provide adequate drainage of water. Still, small amounts of water may remain in some sections of the rain gutter for a short time following a rainstorm.	Builder will repair to meet standards if a drainage problem occurs.
<b>Siding And Exterior Finishes</b>		
A. Vinyl siding appears wavy or bowed	Some waviness is normal and is caused by bowing of the lumber, or thermal expansion of the vinyl material.	None.
B. Change in color on vinyl siding	Fading occurs in virtually all materials and can not be avoided.	None.
C. Trims are separating on vinyl siding	Finish trims should not separate from the home more than 1/4 inch.	Builder will refasten or caulk as needed.
D. Vinyl siding not installed parallel	Siding should be installed parallel to bottom piece and to adjoining piece.	Builder will reinstall or repair installations of siding which are more than 1/2 inch off parallel from bottom piece, or 1/4 inch off parallel from adjoining piece. Except when made necessary by preexisting condition.
E. Gaps appear in vinyl siding	Some shrinkage is normal. However gaps should not exceed 1/4 inch.	Gaps exceeding 1/4 inch will be caulked and painted or stained one time during the warranty period. Colors will be matched as closely as reasonably possible.
F. Dents, scratches, or breaks on fascia, soffit or siding	Must be noted prior to occupancy.	Only items noted prior to occupancy will be corrected by builder.
G. Exterior joint separation of siding, delaminating veneer siding, loose siding or siding which blows off in high winds	Loose siding due to improper installation, or separation or delamination due to improper workmanship and materials is a defect. Separated, loose or delaminated siding due to improper maintenance or high wind in excess of manufacturer specifications is not a defect.	Builder will correct to meet warranty standards. Exact match cannot be assured. Builder is not responsible for discontinued colors, styles or textures. Builder will match as closely as reasonably possible.



## Limited Warranty

Description of Item	Comments	Builder's Obligation
H. Poor workmanship at exterior trim	Separation at joints in the exterior trim, and between the trim and surfaces of exterior siding or masonry should not exceed 3/8 inch.	Builder will correct. Caulking is an acceptable method of repair, nail holes won't be filled.
I. Wall leaks due to caulking shrinkage	All caulking shrinkage and replacement is a Homebuyer's maintenance item.	All junctions and separations of wall surfaces will be recaulked once to prevent water leakage.
J. Paint or stain peels or fades	Some fading is normal and is caused by weathering. Metal railings will rust and the paint will peel due to the effects of sun and rain. Paint maintenance of wood trim and metal railings is a homebuyer responsibility.	Builder will repair paint if peeling or fading is caused by a defect in material or workmanship.
K. Cracks in mortar around brick and stone	Natural settlement may cause hairline cracks in the mortar between brick and stone. These cracks are cosmetic in nature and do not affect the strength of the structure.	Caulking of mortar cracks is a home maintenance item. Cracks exceeding 3/8 inch in width will be repaired by Builder, but will not be responsible for variations in color of mortar.
L. Cracks in cultured stone	Some cracks in stone results from settling, expansion and contraction and elements of nature.	Color caulking of cracks not exceeding 1/8 inch is an acceptable method of repair. Cracks in stone exceeding 1/8 inch will be repaired or replaced.
M. Mortar discoloration on brick or stone	At times discoloration caused by mortar on the bricks may be visible and detract from the appearance of the finished wall.	Builder will clean brick one time to remove mortar stains which are visible from a distance of 20 feet.
N. Discoloration or white powder is covering surface of brick	Brick may discolor due to the elements, rain run off, weathering or characteristics of its materials. Should this occur, cleaning with an acidic solution may be helpful on new brick. Prepare a solution using 4 cups vinegar and 1 gallon water. Scrub with brush and rinse with cold water.	Builder will clean once if noted before occupancy.
O. Stucco cracking, chips, flakes, etc.	Some cracking caused by normal shrinkage and settling is expected on stucco walls. Most repairs are noticeable and not advised.	Builder will spot repair cracks exceeding 1/8 inch and 2 lineal feet once during the warranty period. Colors will be matched as closely as practical. Chips and flaking are not warranted.
P. Stucco color coat is separating from the "brown" coat	The top color coat should adhere properly throughout the warranty period under normal conditions.	The builder will patch areas of poor adhesion exceeding six square inches caused by faulty materials or workmanship. Colors and finish will not match exactly, and repairs will be noticeable.
Q. Change of color, discoloration or staining of stucco	Fading of stucco is a natural process and is unavoidable. Discoloration and cracking due to water below window weep holes and leaking rain gutters is not a defect and is considered home maintenance.	Only discoloration resulting from defects in material or workmanship will be repaired. Colors will be matched as closely as practical.

### Windows And Screens

A. Broken, or cracked windows	Must be noted before occupancy.	Any broken or cracked glass in windows noted before occupancy will be replaced.
B. Damaged or missing screens	Must be noted before occupancy.	Any damaged or missing screens noted before occupancy will be replaced.
C. Scratches in glass	Scratches that can be seen only in certain lighting conditions, or from certain angles are not warrantable.	Obvious scratches will be repaired or replaced when noted prior to occupancy.
D. Latching is tight	Latching should require a small amount of force or pressure to properly latch when locking. This ensures a tight seal.	Only windows which require unusually large amounts of force will be corrected by the Builder.



## Limited Warranty

Description of Item	Comments	Builder's Obligation
E. Sticky operation	Windows should operate with reasonable ease; a maximum operating force of 35 pounds.	Builder will adjust windows to operate within standards during the first year warranty period.
F. Condensation at windows	Condensation is the result of high humidity inside and cold temperatures outside. This is not warranted by the Builder. Homebuyer's should carefully follow manufacturer's directions when using humidifier, especially in cold weather.	None.
G. Air and dust infiltrates through closed windows	Some infiltration is unavoidable. This is especially true in high wind areas, or on large windows, which can actually bow to create a small gap between window components. Storm windows and doors can be added by the Homebuyer if desired.	None.
H. Leaks from Skylights	Leaks should not occur from skylights, however at times condensation might appear on the inside of the skylight; this is not a defect and will not be covered.	Reinstall improperly installed, or defective skylights.



## Limited Warranty

### Optional System Coverage Applicable During First Two Years Only

The following coverage is optional and may not be included as part of the home purchased. During the first and second year of the Warranty Period, which commences on the Effective Date, Builder warrants that your home will be free from defects in certain electrical, plumbing, and mechanical systems as defined in the Warranty Standards listed below. Defects in any of the systems resulting from failures in an appliance, fixture, or piece of equipment which are covered by a manufacturer's warranty are not covered.

Description of Item	Comments	Builder's Obligation
<b>Systems Coverage</b>		
Leakage from any pipe	Condensation on pipes is normal and is not covered by this warranty. Leaks in faucets, valves, joints, and fittings are applicable to first year coverage only.	Builder will correct pipe leaks only. Leaks in faucets, valves, joints and fittings are the Homebuyer's responsibility.
Clogged drain and sewers	This is a Homebuyer's maintenance item. Builder will be responsible only if cause is a defect in construction.	Builder will correct only if caused by a defect in materials and workmanship. The Homebuyer will pay for Builder's repair if no defect in workmanship and materials.
Ductwork separates	Ductwork should not separate.	Builder will correct to meet warranty standards.
Wiring fails to carry specified electrical load	Wiring should carry the specified electrical load.	Builder will correct to meet acceptable warranty standards if failure is caused by a defect in workmanship or materials.

### Structural Coverage Applicable During First 10 Years Only

During the first through tenth year of the Warranty Period, which commences on the Effective Date, Builder warrants that your home will be free from Structural Defects as defined in the terms and conditions listed below.

<b>Structural Coverage</b>		
All of the following conditions must be met to constitute a "Structural Defect" covered by the Warranty:  1. Actual physical damage to one or more of the specified load bearing segments of the home 2. Causing the failure of the specific major structural components; and 3. Which affects its load-bearing function to the degree that it materially affects the physical safety of occupants of the home.  Load bearing components of the home deemed to have Structural Defect potential are:  1. Roof framing members (rafters and trusses) 2. Floor framing members (joists and trusses) 3. Bearing walls and column 4. Lintels (other than lintels supporting veneers) 5. Girders 6. Load bearing beams 7. Foundations systems and footings	Examples of non-load bearing elements which will be deemed NOT to have Structural Defect potential including but not limited to:  1. Non-load bearing partitions and walls 2. Wall tile or paper 3. Plaster, laths or drywall 4. Flooring and subflooring material 5. Brick, stucco, stone, or veneer 6. Any type of exterior siding 7. Roof shingles, sheathing, and tar paper 8. Heating, cooling, ventilation, plumbing, electrical, and mechanical systems 9. Appliances, fixtures, or items of equipment 10. Doors, trim, cabinets, hardware, insulation, paint, and stains.	The repair of a Structural Defect is limited to: 1. The repair of damage to the load bearing portions of the Home which is necessary to restore their load bearing function; 2. The repair of designated non-load bearing portions, items, or systems of the Home damaged by the structural defect, which conditions make the Home unsafe, unsanitary or otherwise uninhabitable as determined by the Builder in its sole discretion (such as the repair of inoperable windows, doors, and the restoration of damaged electrical, plumbing, heating, cooling, and ventilating systems); and 3. The repair and cosmetic correction of only those surfaces, finishes and coverings original in the Home damaged by the Structural Defect, or which require removal and replacement to repair the Structural Defect, or to repair other damage directly attributable to the Structural Defect.



## Limited Warranty

### INDEX

- Acts of Nature, 7
- Air Conditioning, 2, 17, 18, 25
- Air Infiltration, 18
- Appliances, 5, 6, 8, 13, 20, 25
- Attic, 18, 22
- Backfill, 13
- Basement, 8, 11, 13, 19, 21
  - Cold Storage, 9
- Cabinetry, 9
- Caulking, 1, 7, 9, 10, 11, 12, 15, 22, 23
- Color Fading, 14, 16, 22, 23
- Concrete, 9, 10, 11
  - Porch cap, 9, 11
  - Slabs, 10, 11
  - Spalling, 11
- Condensation, 8, 21, 24, 25
- Counters, 5, 12
- Crawl Space, 8
- Dampness, 8
- Decks, 10
- Doors, 12
- Drainage, 1, 7, 8, 9, 10, 11, 19, 22
- Dryer Vent, 7
- Drywall, 14, 25
- Easements, 21
- Electrical
  - GFCI, 13, 14, 21
  - Phone, 2
  - Wiring, 2, 13, 14, 18, 25
- Emergency Service, 2
- Fireplace, 15, 16
  - Mantles, 10
- Fixtures, 5, 25
- Flood, 7
- Floor Squeaks, 9
- Flooring, 13, 16, 25
  - Carpet, 5, 16, 20
  - Hardwood, 16, 17, 20
  - Laminate, 17
  - Prefinished, 17
  - Tile, 17
  - Tile Grout, 17
  - Vinyl, 16, 17
- Foundation, 11, 19, 25
- Framing, 25
- Grout, 17
- Gutters, 10
- Hail, 7
- Heating, 2, 17, 25
- Ice, 7, 11, 22
- Insulation, 18, 25
- Landscaping, 5, 7, 8, 9, 10, 11, 19
  - Fences, 5
  - Final Grade, 19
- Leaks, 2, 7, 11, 20, 21, 22, 23, 24, 25
- Light Fixture, 14
- Lightning, 7
- Masonry, 23
- Mechanical Systems, 1, 25
- Mold, 7, 18
- Nail pops, 14, 16
- Paint, 10, 14, 15, 23, 25
- Plaster, 11, 25
- Plumbing, 2, 7, 20, 25
  - Disposal, 8
  - Faucets, 20, 25
  - Fixtures, 20, 21
  - Hard water, 8
  - Hose Bibs, 20
  - Jetted Tubs, 21
  - Pipes, 20, 21, 25
  - Pressure Reducing Valve, 21
  - Sewer Ejection Pump, 20
  - Toilets, 20
  - Water Heater, 21
- Property Corners, 21
- Railing, 10
- Rain gutters, 7, 10, 19, 22, 23
- Reimbursement, 2
- Rodents, 7
- Roof, 2, 22, 25
  - Flashings, 7
  - Shingles, 5, 22, 25
- Scratches, 8, 9, 12, 16, 21, 22, 23
- Screens, 23
- Settling, 10, 11, 12, 18, 19, 23
- Siding, 5, 7, 22, 23, 25
- Skylights, 24
- Slope, 9, 19
- Smoke Detectors, 14, 15
- Soil, 1, 7, 10, 19
- Staining, 10, 23
- Stone, 23, 25
- Structural, 10, 11, 25
  - Bearing walls, 11, 25
- Structural Defect, 25
- Stucco, 7, 23, 25
- Termites, 7



## **Limited Warranty**

Tile, 5, 17, 25  
Trim, 10, 23, 25  
Baseboards, 10, 16  
Doors, 2, 7, 9, 12, 13, 15, 16, 18, 24, 25  
Exterior, 23  
Pocket Doors, 12  
Ventilation, 8, 22, 25

Wallpaper, 5, 14, 20  
Warpage, 9, 12, 13  
Window well, 9, 19  
Windows, 7, 9, 17, 18, 23, 24, 25  
Windstorms, 7  
Wiring  
    GFCI, 21