



PROVIDENCE REAL ESTATE  
DEVELOPMENT'S

LIMITED WARRANTY MANUAL  
FOR RELATED BUILDER COMPANIES



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# **ARTICLE 1**

## **Builder/Owner**

### **1.01 Builder.**

Builder is the entity providing this Limited Warranty. This Limited Warranty is provided solely by Builder, which is the entity that deeded the home to the Owner. No other person or entity is responsible for fulfilling the obligations of Builder under this Limited Warranty. Owner acknowledges and understands that it has contracted with Builder and no other entity. Owner acknowledges that it has no claim against any other entity including affiliates, subsidiaries, parents or otherwise in their common control including, but not limited to, Providence Real Estate Development LLC, and Owner waives and releases any such claims, if any.

### **1.02 Owner.**

Owner is the person who can make a claim under this Limited Warranty. This Limited Warranty is extended solely to the initial home buyer. The initial home buyer is defined as the person listed on the deed who occupies the new home as its first occupancy; and occupies the new home as a residence.

### **1.03 Home.**

Home is the residential structure and the subdivided lot upon which it is constructed by the Builder that is intended for residential occupancy, and it excludes all other real estate and improvements.

Capitalized terms in this Limited Warranty shall have the meanings given to such terms in Article IV.

THE WARRANTY PROVIDED BY THIS LIMITED WARRANTY IS LIMITED IN COVERAGE. THE PERFORMANCE STANDARDS PROVIDED IN THIS LIMITED WARRANTY ARE THE ONLY EXPRESS WARRANTIES COVERING THE HOME. BUILDER DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF WORKMANLIKE CONSTRUCTION AND THE IMPLIED WARRANTY OF HABITABILITY. THE WARRANTIES PROVIDED IN THIS EXPRESS, LIMITED WARRANTY ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OWNER ACCEPTS ONLY THESE EXPRESS, LIMITED WARRANTIES. IN ANY AND ALL EVENTS, BUILDER SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY, EMOTIONAL DISTRESS, LOSS OF INCOME, LOSS OF VALUE AND ADVERSE HEALTH EFFECTS OR OTHER SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR SECONDARY DAMAGES AND/OR LOSSES WHICH MAY ARISE FROM OR OUT OF ANY AND ALL DEFECTS, RADON AND/OR MOLD, AND OWNER RELEASES BUILDER FROM ALL SUCH DAMAGES AND LOSSES.



ANY AND ALL CLAIMS, DISPUTES AND CONTROVERSIES RELATING TO THE HOME AND THIS LIMITED WARRANTY INCLUDING BUT NOT LIMITED TO ANY CLAIM FOR BREACH OF CONTRACT OR WARRANTY, DECEPTIVE TRADE PRACTICE, NEGLIGENCE, MISREPRESENTATION, NON-DISCLOSURE, FRAUD, TRESPASS, OR DEFECT; ITS IMPLEMENTATION AND/OR INTERPRETATION; OR OTHERWISE ARISING IN CONNECTION WITH THE CONSTRUCTION OF THE HOME OR OTHER IMPROVEMENTS WILL BE RESOLVED THROUGH THE ALTERNATIVE DISPUTE RESOLUTION PROCEDURES WHICH INCLUDE BINDING ARBITRATION AS SET FORTH IN THIS LIMITED WARRANTY.

## **ARTICLE 2**

### **Scope of Limited Warranty**

#### **2.01 Term and Coverage of this Limited Warranty.**

**OWNER HEREBY RECOGNIZES THAT BY ACCEPTING THE EXPRESS, LIMITED WARRANTIES FOR THE PERIODS OF TIME PROVIDED IN THIS LIMITED WARRANTY, OWNER IS GIVING UP THE RIGHT TO ANY CLAIMS FOR IMPLIED WARRANTIES, WHICH MAY BE GREATER THAN THE EXPRESS, LIMITED WARRANTIES. IMPLIED WARRANTIES ARE UNWRITTEN WARRANTIES RELATING TO THE REASONABLE EXPECTATIONS OF A HOMEOWNER WITH REGARD TO THE CONSTRUCTION OF THE HOMEOWNER'S HOME, AS THOSE REASONABLE EXPECTATIONS ARE DEFINED BY THE COURTS ON A CASE BY CASE BASIS.**

This Limited Warranty expressly provides the warranties listed in Ind. Code §32-27-2-I, etc. as it may be amended, and this Limited Warranty contains the disclaimer of implied warranties as authorized by that statute. Builder is a “builder” and Owner is a “home buyer” and an “initial home buyer,” as those terms are defined in the statute.

Builder warrants to the Owner the following:

1. Workmanship and Defective Materials. During the one (1) year period beginning on the Warranty Commencement Date, the Home will be free from Defects caused by faulty workmanship or defective materials as they are defined in the Performance Standards.
2. Mechanicals. During the two (2) year period beginning on the Warranty Commencement Date, the Home will be free from Defects caused by faulty installation of plumbing, electrical heating, cooling or ventilating systems, exclusive of fixtures, appliances or other items of equipment, as they are defined in the Performance Standards.
3. Roofing. During the four (4) year period beginning on the Warranty Commencement Date, the Home will be free from Defects caused by faulty workmanship or defective materials in the roof or roof systems of the Home as they are defined in the Performance Standards.
4. Structural. During the ten (10) year period beginning on the Warranty Commencement Date, the Home will be free from Major Structural Defects as they are defined in the Performance Standards.

**2.02 No Warranty Responsibility if No Timely Notice.**

BUILDER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DEFECTS NOR ANY OTHER OBLIGATIONS IMPOSED ON BUILDER UNDER THIS LIMITED WARRANTY WHATSOEVER, IF BUILDER HAS NOT RECEIVED ACTUAL WRITTEN NOTICE STRICTLY WITHIN THE TIME SPECIFIED IN SECTION 2.01 OF THIS LIMITED WARRANTY. OWNER IS OBLIGATED TO PROVIDE NOTICE TO BUILDER OF A CLAIM UNDER THIS LIMITED WARRANTY WITHIN A REASONABLE TIME OF DISCOVERING SAME, OR OWNER SHALL BE RESPONSIBLE FOR SUBSEQUENT DAMAGE THAT MAY HAVE BEEN AVOIDED.

**2.03 Repair, Replacement or Payment of Reasonable Costs.**

For any Defect covered by this Limited Warranty, Builder has the option to repair, replace, or pay Owner the reasonable cost of repairing or replacing the Defect, as Builder chooses in its sole discretion. Builder's right to pay Owner the reasonable cost of repair or replacement shall be available, at Builder's option, in lieu of Builder's responsibility to repair or replace a defective item otherwise provided for in Article IX. Repair of a Major Structural Defect is limited to (i) the repair of damage to the load bearing portion of the home itself which is necessary to restore its load bearing function, and (ii) the repair of those components of the home damaged by the Major Structural Failure.

**2.04 Builder's Right to Repair and Maximum Liability.**

OWNER'S REMEDIES ARE LIMITED TO REPAIR AS SET FORTH IN THIS LIMITED WARRANTY AND OWNER WAIVES AND RELEASES ALL OTHER REMEDIES. NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS LIMITED WARRANTY, BUILDER'S MAXIMUM LIABILITY FOR ALL OF ITS OBLIGATIONS UNDER OR RELATING TO THIS LIMITED WARRANTY IS LIMITED TO THE ORIGINAL COST OF CONSTRUCTION OF THE HOME.

**2.05 Disclaimer.**

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY, BUILDER HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE HOME. THE IMPLIED WARRANTY OF HABITABILITY REQUIRES THE BUILDER TO PROVIDE A HOME WHICH IS REASONABLY SUITED FOR ITS INTENDED USE, AND OWNER KNOWINGLY AGREES TO WAIVE ANY AND ALL RIGHTS THAT THEY MAY HAVE PURSUANT TO THE IMPLIED WARRANTY OF HABITABILITY.

BY OWNER'S EXECUTION OF THIS LIMITED WARRANTY, OWNER ACKNOWLEDGES (i) RECEIPT OF THE SAMPLE LIMITED WARRANTY; (ii) THAT THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY ISSUED BY BUILDER; (iii) THAT THERE ARE NO WARRANTIES OF ANY KIND MADE WITH RESPECT TO DEFECTS IN CONSTRUCTION EXCEPT FOR WARRANTIES MADE IN THE LIMITED WARRANTY; (iv) THAT OWNER'S WAIVER OF THE IMPLIED WARRANTY OF HABITABILITY PRECLUDES THEM FROM PURSUING ANY ACTION FOR ANY DEFECTS AGAINST THE BUILDER BASED UPON SAME; and (v) THAT OWNER HAS READ AND UNDERSTOOD THE TERMS OF THE LIMITED WARRANTY, INCLUDING ANY PROVISION THAT MAY REQUIRE ALL DISPUTES THAT ARISE UNDER THE LIMITED WARRANTY TO BE SUBMITTED TO BINDING ARBITRATION.

**2.06 No Authorization of Assumption.**

NO REPRESENTATIVE OF BUILDER IS AUTHORIZED TO ASSUME ANY WARRANTY, UNDERTAKING OR LIABILITY FOR OR ON BEHALF OF BUILDER OTHER THAN THOSE CONTAINED IN THIS LIMITED WARRANTY.

## **ARTICLE 3**

### **Home Maintenance**

#### **3.01 Owner's Responsibilities Generally.**

Maintenance of the Home including the lot on which it is located are essential to the proper functioning and enjoyment of the Home. Ongoing maintenance is the responsibility of Owner, and Builder will not be responsible for maintaining, or advising Owner with respect to the maintenance of the Home. Some maintenance items are described in this Limited Warranty, but there are ongoing maintenance responsibilities which are not outlined in this Limited Warranty. Owner's maintenance must include, for example, such items as repainting and resealing finished surfaces as necessary, maintenance of caulking for the life of the Home, regular maintenance of mechanical systems, cleaning and proper preservation of grading around the Home and drainage systems to allow for the proper drainage of water from the Home and the lot on which it is located.

#### **3.02 Soil Maintenance.**

- A. Soils containing a high clay content will expand and contract when the moisture content of the soil changes. In areas where there are moisture changes in subsurface soil, Owner must maintain the soils near the foundation of the Home in a manner which will assure a uniform (but not saturated) moisture level in the subsurface soil. Areas of soil with no landscaping may be more susceptible to evaporation and may require more moisture. Close observations of the foundation are especially required during hot and dry periods to verify that soil is not separating from the foundation. Although foundations are designed for soils conditions in the general area in which the Home is located, specific conditions may be encountered that may not be evident in general soils testing.
  
- B. Owner should be aware that the placement of landscaping requiring heavy watering will generally cause a higher moisture content in the area of that portion of landscaping. Such landscaping may create an imbalance with respect to less watered areas not containing landscaping requiring heavy watering. Reasonably balanced moisture content around the entire foundation must be maintained. Owner is advised that the watering of trees located within 20 feet of the foundation requires special care, in order to maintain uniform moisture around the Home's foundation.
  
- C. If gutters and downspouts are used, Owner must assure that water does not pool near the foundation of the Home, and Owner must properly maintain the gutters and downspouts, and adjust them as conditions require.

### **3.03 Landscaping**

Initially, Owner is advised to keep all landscaped areas moist at all times, preferably by frequent light sprinklings. If this is not possible, the lawn area should be soaked for 30 minutes, or until run off is detected. This watering process should be repeated twice per day (early morning and evenings) every day for the first week of occupancy and every other day after that, until the first cutting. Owner releases Builder for any sod, seed or landscaping (where applicable), which has not been properly maintained by Owner, including soil erosion. Should it be determined that Owner did not properly maintain said sod, seed or landscaping, Builder shall have no obligation to effect repairs.

## **ARTICLE 4**

### **Definitions**

#### **4.01 “Applicable Code”:**

The version of the following codes or building practices in effect at the time of commencement of construction of the Home, applicable in the order listed:

(a) The International Residential Code (I.R.C.) for One- and Two-Family Dwellings that is in effect at the time of construction where the Home is built.

(b) In areas where the I.R.C. is not required or, if a defect (as defined in the Limited Warranty) is not covered by the I.R.C., then the building code adopted by the governmental entity issuing the building permit.

#### **4.02 “Builder”:**

The Builder is the warrantor under this Limited Warranty, who is identified as the seller in the Real Estate Purchase Agreement with Owner. The Builder is the person contracting with an Owner for the construction or sale of a new residence constructed by that person or of an alteration of or addition to an existing residence, repair of a new or existing residence, or construction, sale, alteration, addition, or repair of an appurtenance to a new or existing residence.

#### **4.03 “Defect”:**

A component of the Home which does not comply with the Performance Standards expressly set forth in Article IX, and which, is not otherwise excluded from coverage by this Limited Warranty. A Defect for purposes of this Limited Warranty is the same as a “construction defect”, “faulty workmanship”, or “defective materials” which means a matter concerning the design, construction, or repair of a new residence, of an alteration of or repair or addition to an existing residence, or of an appurtenance to a residence, on which a person has a complaint against a contractor. The term may include any physical damage to the Home, any appurtenance, or the real property on which the Home and appurtenance are affixed proximately caused by a Defect.

#### **4.04 “Dispute”:**

A dispute as defined in Section 7.01.

#### **4.05 “Fixtures, Appliances and Equipment”:**

Fixtures, appliances and equipment, including, without limitation, water heaters, pumps, stoves, refrigerators, stoves and ranges, compactors, garbage disposals, dishwashers, washers and dryers, bathtubs, sinks, commodes, faucets and valves, lights and fixtures, thermostats, switches, outlets, circuit breakers, automatic door openers, oil tanks and fittings, humidifiers, oil and air purifiers, ventilating fans, air conditioning material and equipment and air handling equipment, and similar items, and includes consumer products as defined in the Magnusen-Moss Warranty Act (15 U.S.C. §2301, et seq.).

**4.06 “Foundation Defect”:**

A Foundation Defect as such term is defined in Subsection III of Section 9.03.

**4.07 “Home”:**

The single family residential structure located at the address identified in the Real Estate Purchase Agreement between the Builder and Owner. Such term also includes a condominium unit conveyed as a single unit, and the common elements in the building in which the condominium unit is situated and which are shared in common with other units in the building. Unless otherwise expressly provided, the term “Home” does not include a detached garage nor does such term include any other outbuilding or other improvements referred to in subparagraph P of Section 5.03.

**4.8 “Limited Warranty”:**

All provisions of this Limited Warranty, including, without limitation, Article IX containing the Performance Standards.

**4.9 “Major Structural Defect”:**

A Foundation Defect or a Major Structural Non-Foundation Defect consisting of actual damage to the load-bearing portion of the Home caused by a Defect in the load-bearing portion.

**4.10 “Major Structural Non Foundation Defect”:**

A Major Structural Non Foundation Defect, as such term is defined in Subsection III of Section 9.03.

**4.11 “Owner”:**

The Owner or Owners defined at the beginning of this Limited Warranty.

**4.12 “Performance Standards”:**

The Performance Standards expressly set forth in Article IX, subject to certain tolerances and limitations of coverage as further set forth in this Limited Warranty.

**4.13 “Request for Warranty Performance”:**

A written request by Owner for correction of an alleged Defect, as further provided in Section 6.01.

**4.14 “Resolution Procedures”:**

The administrative intervention, mediation and binding arbitration procedures set forth in Article VII.

**4.15 “Systems”:**

The following systems, excluding Fixtures, Appliances, and Equipment:

- (a) Electrical system, consisting of electrical boxes, wiring and connections up to the public utility connection;



(b) Plumbing system, consisting of water supply, waste and vent pipes and their fittings; gas supply lines and fittings; water, gas and sewer services piping, and their extensions to the tie-in of a public utility connection in a designated utility easement or right-of-way on or adjacent to the lot on which the Home is located, or on site well and sewage disposal system; septic tanks and their drain field; and

(c) Heating, cooling and ventilation systems, consisting of duct work, water, steam and refrigerant lines, convectors, registers, radiation elements and dampers.

**4.16 “Warranty Commencement Date”:**

The earlier of (i) if there is a sale and conveyance of the substantially completed Home from Builder to Owner, such date shall be the date of the closing of such sale and conveyance from Builder to the Owner, (ii) if construction occurs on Owner’s property, then such date shall be the earlier of the date of substantial completion of the Home or the date of the initial Owner’s first occupancy of the Home, (iii) the date of issuance of the certificate of occupancy. First occupancy of the Home shall be the first date upon which Owner begins moving furniture and personal effects into the Home.

## **ARTICLE 5**

### **Matters which are not warranted**

#### **5.01 Warranty Limited to Items Specified in this Limited Warranty and not Excluded.**

THE WARRANTY PROVIDED BY THIS LIMITED WARRANTY IS LIMITED IN COVERAGE.

#### **5.02 Manufacturer's Warranties.**

Fixtures, Appliances and Equipment and other items of personal property shall be covered by warranties of manufacturers, and not the Builder. Builder hereby assigns, without recourse, all manufacturer warranties to Owner. Any rights of Owner under those warranties are provided by the manufacturers, and BUILDER DOES NOT ASSUME ANY OF THE OBLIGATIONS UNDER THOSE MANUFACTURER WARRANTIES AND DOES NOT PROVIDE ANY WARRANTY COVERAGE OF ITEMS COVERED BY MANUFACTURER WARRANTIES. The items that may be covered by manufacturers' warranties include any dishwasher, cooktop, oven, microwave, kitchen vent fan, central air conditioning coil and compressor, furnace heat exchanger, water heater, carpet and any other items for which the manufacturer offers a warranty. BUILDER NEITHER MAKES NOR ADOPTS ANY WARRANTY OF ANY NATURE REGARDING SUCH FIXTURES, APPLIANCES AND EQUIPMENT AND OTHER PERSONAL PROPERTY, AND BUILDER DISCLAIMS ALL SUCH WARRANTIES.

#### **5.03 Exclusions from the Limited Warranty.**

Under this Limited Warranty, the Builder does not warrant and shall not be responsible for, and this Limited Warranty shall not extend to or include, or be applicable to, any of the following:

- A. Any work performed or material supplied incident to construction, modification or repairs to the Home performed by Owner, or by anyone on behalf of Owner, other than Builder or Builder's employees, agents, subcontractors or contractors providing work or materials at the direction of Builder.
- B. Bodily injury or other consequential or incidental damages, including, without limitation, loss of consortium, mental anguish damages or punitive damages, loss or damage to any personal property, including Fixtures, Appliances and Equipment, or to any real property, whether or not included in the original purchase price of the Home.
- C. Any damage to the Home, to the extent it is caused or made worse by the failure of Owner or by anyone other than Builder, its employees, agents, subcontractors or contractors providing work or materials at the direction of Builder, to comply with the warranty requirements of the manufacturers of any Fixtures, Appliances and Equipment.
- D. Alterations to the grade of the soils, except alterations done by Builder, its employees, agents, subcontractors or contractors providing work or materials at the direction of Builder.

E. Dampness or condensation due to the failure of Owner to maintain adequate ventilation, or the effects of such failure on the Home or any other Defect to the Home caused by moisture, rot, mildew or rust.

F. Normal wear and tear or normal deterioration.

G. Normal shrinkage resulting from drying or settlement of construction components within the tolerance of building standards.

H. Loss or damage caused by or resulting from or in connection with all named weather events, accidents, riot and civil commotion, fire, explosion, smoke, water escape, failing objects, aircraft, vehicles, lightning, windstorm, hail, flood, hurricane, tropical storms, gale force winds, mudslide, earthquake, volcanic eruption, or other Acts of God, wind driven rain or other water, subsidence or sinkholes, changes in the underground water table, or below ground water that exerts pressure on, seeps, or leaks into the Home, sidewalk, driveway, foundation, swimming pool or other structure.

I. Loss or damage caused by or resulting from seepage of water, unless such loss or damage is a direct result of a Defect.

J. Loss or damage caused by or resulting from soil movement including without limitation heaving, subsidence, expansion or lateral movement of the soil for which compensation is provided by legislation or which is covered by insurance.

K. Damage caused by erosion or accretion following the Warranty Commencement Date.

L. Damage caused directly or indirectly by insects, birds, rodents, vermin or other wild or domestic animals.

M. Damage dealing with the quality and portability of water.

N. Loss or damage which arises while the Home is being used for nonresidential purposes or for purposes for which the Home was not designed; loss or damage caused by or resulting from abnormal loads placed on floors by Owner or which otherwise exceed normal design load as prescribed by Applicable Code; loss or damage caused by or resulting from unusual or abnormal demand on the electrical system or which otherwise exceeds the normal design electrical capacity as prescribed by Applicable Code or other damage that results if the Home has not been maintained, or has been negligently damaged or abused.

O. Cost of or responsibility for moving pianos, pool tables, antiques, fine furniture or other items which would generally require special handling; costs of shelter, transportation, food, moving, storage, or other expenses related to inconvenience or relocation during repairs.

P. Any condition which does not result in actual physical damage to the Home, including, but not limited to, uninhabitability or health risk due to the presence or consequence of radon gas, formaldehyde or other pollutants or contaminants, or the presence or effect of hazardous or toxic materials.

Q. Violations of Applicable Code, unless the violation results in a Defect which is otherwise covered by this Limited Warranty. Should a violation cause a Defect covered under this Limited Warranty, the obligation of the Builder shall be limited to repair of the defective warranted portion of the Home; Builder shall not be required to make the Home conform to Code unless required to do so by a governmental authority having jurisdiction over that issue.

R. Builder's reliance on written information relating to the Home, appurtenance or real property on which the Home and appurtenance are affixed that was obtained from official government records, if such written information was false or inaccurate and Builder did not know and could not have reasonably known of the written information's falsity or inaccuracy.

S. Deficiencies in or damage to outbuildings, including detached garages and detached carports (other than to the extent that a detached garage is expressly covered in Article IX), swimming pools and other recreational facilities, driveways, decks, porch stoops, fences, walkways, patios, retaining walls, bulkheads, boundary walls, fences, landscaping (including sodding, seeding, trees, shrubs, and other plants and planting), or offsite improvements; or any other improvements not part of the Home itself. Owner understands that Builder cannot guarantee that some or all of the trees, shrubs or other plants may not die prior to or following purchase of the Home. Owner releases Builder from any claims for damages to or loss of trees, shrubs or other plants resulting from the work necessary to construct the Home.

T. After the one year of coverage pursuant to the terms of this Limited Warranty, concrete floors of basements.

U. Any Request for Warranty Performance not mailed to Builder, or received by Builder, by the time required in this Limited Warranty.

V. Any component of the Home which Owner and Builder have agreed in writing to exclude from coverage under this Limited Warranty.

W. Any Defect(s) covered by this Limited Warranty which Owner repairs, causes to be repaired, or has already repaired without prior written authorization of Builder.

X. Alleged damage due to construction activity is excluded if not reported to the Builder in writing prior to closing.

***The foregoing list of exclusions shall not be construed to impose liabilities on Builder which are not expressly undertaken by Builder under this Limited Warranty.***

## ARTICLE 6

### Procedures for warranty performance; owner's cooperation

#### **6.01 Request for Warranty Performance.**

Any Request for Warranty Performance must be in writing and must be mailed and post marked in the U.S. Mail system, and properly addressed to Builder at the address specified in the Real Estate Purchase Agreement (or such other address as Builder has notified Owner), and received by Builder, strictly within the time for notification specified in Section 2.02. Such written request for service is called a "Request for Warranty Performance." The Request for Warranty Performance shall describe the alleged Defect, in reasonable detail, and otherwise meet Builder's requirements regarding requests for service.

#### **6.02 Time for Repairs or Replacements.**

If Builder is required under this Limited Warranty to repair or replace a Defect, the appropriate repair (or replacement) will be completed within sixty (60) days after Builder's receipt of the Request for Warranty Performance, or if the matter is disputed, then within sixty (60) days after resolution of the Dispute. However, such sixty (60) day period will be extended to the extent that Builder's delay is due to inclement weather, scheduling conflicts, unavailability of materials or labor, or other causes beyond Builder's reasonable control. In the event that a repair or replacement would reasonably take more than sixty (60) days in the exercise of Builder's reasonable diligence, the sixty (60) day period will be extended by a reasonable number of additional days. Builder is not required to incur overtime or weekend expenses.

#### **6.03 Owner's Cooperation and Access.**

Owner shall cooperate with Builder in connection with Builder's inspection of alleged Defects and in connection with repairs or replacements made by Builder in connection with this Limited Warranty, including the providing of reasonable access to the Home so that Builder may perform the services required under this Limited Warranty. Owner grants Builder the right to access the Home to inspect for alleged Defects and to complete any repairs or replacements. Reasonable access includes without limitation, access to the Home during the time between the hours of 8:00 a.m. and 4:00 p.m. during weekdays. Failure of Owner to cooperate and to provide reasonable access to Builder will result in: the extension of the repair/replacement time period provided in Section 6.02, and may relieve Builder of certain of Builder's obligations under this Limited Warranty. Owner agrees to have someone present during the repair or replacement.

#### **6.04 Pre-Closing Demonstration.**

Builder shall give Owner a home demonstration prior to the closing. Any items which are incomplete or subject to correction shall be written on a Punch List, Exhibit C, to the Real Estate Purchase Agreement. Builder shall complete or correct the Punch List items within sixty (60) days of the closing date, subject to extensions for matters beyond Builder's direct control. Under no circumstances shall any escrows be held for any Punch List items. Builder may not have completed landscaping, driveways, sidewalks or similar matters on the closing date for numerous reasons, and Builder shall complete such matters as soon as all conditions and coordination with other lots permit. Owner shall be present at the Home for the completion and correction of Punch List items to approve and sign off on the work, and the work will be performed during normal construction hours. Builder shall have the irrevocable right to enter into, upon, over, and under the Home after the closing date for the completion of the construction, repair, or emergency matters.

## ARTICLE 7

### **Administrative intervention, Mediation and Arbitration procedures**

#### **7.01 Administrative Intervention.**

If any dispute or claim arises between Owner and Builder relating to the interpretation and/or implementation of this Limited Warranty or otherwise in connection with the construction of the Home, other improvements or the lot on which the Home is located, including any repairs made under this Limited Warranty (any such dispute or claim, and right or remedy therefore, collectively called a “Dispute”), Owner and Builder agree that they will each make every reasonable effort to settle the Dispute through prompt communication and participation in an Administrative Intervention. “Administrative Intervention” means a meeting of Owner and Builder, called at the request of, either Owner or Builder, at which Owner and Builder will make every reasonable effort to settle the Dispute. If the Administrative Intervention meeting is requested by Owner or Builder, Owner and Builder will submit to the other party, a description of the alleged Defect or Defects and proposed resolution of the Dispute at least five (5) days prior to the Administrative Intervention meeting.

#### **7.02 Mediation.**

A. If Owner and Builder are unable to resolve a Dispute through the Administrative Intervention provided for in Section 7.01, Owner and Builder agree to submit the Dispute to non-binding mediation. Accordingly, promptly after the Administrative Intervention, Owner shall provide Builder with all reports, bids, studies, photographs or other documentation which Owner believes substantiates the claim. Owner and Builder shall proceed with the mediation procedures set forth below to resolve any remaining Dispute.

B. The mediation will be conducted by a mediator chosen by Owner and Builder from a list of construction mediators. Each mediator shall be an impartial third party and shall have construction mediation experience. Owner and Builder will negotiate in good faith to select the mediator. Selection of the mediator will be made within seven (7) days after either party has requested mediation. The mediation shall occur promptly after the selection of the mediator, but in no event more than thirty (30) days after the selection of the mediator, unless extended by the consent of Owner and Builder. The costs of such mediation shall be shared equally by Owner and Builder. In the event the parties cannot agree on a mutually acceptable mediator, either party shall have the right to request that AAA (as defined below), acting through its regional vice president, having jurisdiction, appoint a qualified mediator. Owner and Builder, by mutual agreement, may establish an alternative procedure to select a mediator.

C. Each party agrees to make a reasonable effort to resolve any Dispute at the mediation. Each party shall attend, the mediation or be represented by a person with authority and discretion to negotiate a complete resolution of the Dispute. The mediator shall determine the format and rules (which shall be consistent with this mediation provision) for the mediation, and the mediation session shall be private. The mediator will keep confidential all information learned in private caucus with any party, unless specifically authorized by such party to make disclosure of the information to the other party. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the Dispute. Mediation is a compromise negotiation, and the entire mediation process will be confidential. The conduct, statements, promises offers, views and opinions shall not be discoverable or admissible in any legal proceeding for any purpose; provided, however, evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in the mediation.

D. The cost of mediation is to be borne equally by Owner and Builder.

### **7.03 Binding Arbitration.**

A. Any and all claims, disputes and controversies by and between the Owner and Builder arising from or related to the Home and this Limited Warranty, any improvements related to the Home, or the sale of the Home, including, without limitation, any claim of breach of contract/warranty, deceptive trade practice, negligence, negligent or intentional misrepresentation or non disclosure in the inducement, fraud, execution or performance of any contract, including this arbitration agreement, and breach of any alleged duty of good faith and fair dealings, shall be submitted to arbitration by and pursuant to the rules of JAMS Endsdispute (hereinafter JAMS) in effect at the time of the request for arbitration or by such other arbitration service as Builder shall, in its sole discretion select, and pursuant to the rules of that arbitration service in effect at the time of the request for arbitration. This arbitration agreement shall inure to the benefit of, and be enforceable by all successors and assigns of the parties. Any party shall be entitled to recover reasonable attorneys' fees and costs incurred in enforcing this arbitration agreement, and the arbitrator shall have sole authority to award such fees and costs. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any state or federal court of competent jurisdiction. This arbitration agreement shall be deemed to be a self executing arbitration agreement. Any disputes concerning interpretation or the enforceability of this arbitration agreement, including without limitation, its revocability or voidability for any cause, the scope of arbitrable issues and any defense based on waiver, estoppel or laches shall be decided by the arbitrator. The initiation of or participation by any party in any judicial proceedings concerning this arbitration agreement or any matter arbitrable hereunder shall not be deemed a waiver of the right to enforce this arbitration agreement, and notwithstanding provision of law to the contrary, shall not be asserted or accepted as a reason to delay, to refuse to participate in, or to refuse to enforce this arbitration agreement. Any party who shall commence a judicial proceeding concerning a dispute that is arbitrable, however, shall also be deemed a party requesting arbitration within the meaning of this arbitration agreement. The arbitrator's compensation shall be borne equally by the arbitrating parties. Any additional fees may be assessed in accordance with the arbitration rules and fees.



Parties expressly agree that this arbitration agreement involves and concerns interstate commerce and is governed by the provisions of the Federal Arbitration Act (9 USC §1 *et seq.*) now in effect as the same may from time to time be amended, supplanted or replaced, to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule; and to the extent that any local law, ordinance or judicial rule may be inconsistent with any provision of the rules of the arbitration service under which the arbitration proceeding shall be conducted, the latter rule shall govern the conduct of the proceedings. If any provision of this arbitration agreement shall be determined by arbitrator or by any court to be (i) non-enforceable or (ii) have been waived, the remaining provision shall be deemed to be severable therefrom and enforceable according to their terms.

B. The substantive laws of the State of Indiana, and applicable federal law, shall apply with respect to the subject matter of the arbitration, with full effect given to the provisions of this Limited Warranty, including, without limitation, Section 7.05 below. The arbitrator shall have broad discretion to determine what matters and issues are properly included within the Disputes to be resolved by arbitration. This arbitration provision shall survive closing, breach or termination of this Limited Warranty.

C. Under this arbitration provision, neither Owner nor Builder will have the right to litigate any claim in Court or to have a jury trial on that claim, or to engage in pre-arbitration discovery except as provided for in the arbitration rules. Further, Owner will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration. The arbitrator's decision will generally be final and binding. Other rights that Owner would have if Owner went to Court may also not be available in arbitration. The arbitration provision applies to any claim, dispute or controversy (whether in contract, regulatory, tort, or otherwise, whether pre-existing, present or future and including constitutional, statutory, common law, intentional tort, equitable claims, and claims for additional or punitive damages) arising from or relating to the Real Estate Purchase Agreement between Owner and Builder and this Limited Warranty as well as any oral or written statements related to same.

D. The cost of arbitration is to be borne equally by Owner and Builder.

#### **7.04 General Provisions Regarding Dispute Resolution.**

The provisions in this Limited Warranty requiring administrative intervention, mediation, and arbitration of Disputes shall be specifically enforceable by any court of competent jurisdiction. The dispute resolution provisions contained in this Limited Warranty shall apply with respect to all disputes, claims, rights and obligations which arise out of or in connection with this Limited Warranty or in connection with the construction of the Home, other improvements or the lot on which the Home is located. Owner and Builder acknowledge that they have carefully read the dispute resolution provisions provided in this Limited Warranty. The parties have agreed to be bound by these provisions in order to minimize the time and costs which would otherwise be the likely result if Disputes were submitted to a judicial forum. If either Owner or Builder shall seek a judicial forum in contravention of this Limited Warranty, such party shall, to the extent allowed by law, reimburse the other party or parties for their costs and expenses, including attorney's fees, incurred in seeking dismissal of such litigation, and the venue shall be in any court of competent jurisdiction in which Builder's principal office is located.

**7.05 Additional Documents.**

Owner and Builder shall execute such documents as may reasonably be required by the mediator or the arbitrator, including documents regarding the confidentiality of information and documents exchanged or produced.

**7.06 Claim Limitation.**

THE PERIOD DURING WHICH OWNER SHALL HAVE THE RIGHT TO COMMENCE THE RESOLUTION PROCEDURES FOR ANY DISPUTE UNDER OR IN CONNECTION WITH THIS LIMITED WARRANTY SHALL BE ON OR BEFORE 180 DAYS AFTER OWNER HAS TIMELY PROVIDED WRITTEN NOTICE OF A DEFECT UNDER THE APPLICABLE PROVISION OF THIS LIMITED WARRANTY. This Section shall not be construed to modify Owner's obligation to submit a Request for Warranty Performance by the time specified in this Limited Warranty, nor to extend the express term of any warranty specified in Section 2.02.

## **ARTICLE 8**

### **Miscellaneous**

#### **8.01 Method of Repair.**

Repairs required under this Limited Warranty shall be performed in the manner, and using such materials and methods, as are considered advisable by Builder and consistent with any Applicable Code or the Performance Standards of this Limited Warranty. In connection with the repair of a Defect, Builder will cosmetically repair, if necessary, components of the Home which have to be removed or altered in order to repair a Defect. However, repairs will be to the condition, not necessarily new, existing immediately prior to the Defect. See Section 8.02 below for additional provisions regarding repairs.

#### **8.02 Finishing and Touch Up.**

Exterior surfaces altered incident to required repairs will be finished or touched up to match surrounding areas as closely as practicable. However, an exact match is not required and cannot be guaranteed. In connection with the required repair of finish materials (such as paint and wallpaper), Builder will match the standard and grade, as closely as reasonably possible. Builder will attempt to match finishes, but will not be responsible for discontinued patterns or materials, or color or shade variations.

#### **8.03 No Extension of Warranty.**

Steps taken to correct Defects shall not act to extend any term of warranty coverage under this Limited Warranty. Generally, any repairs or corrective actions by Builder will, however, be subject to the Performance Standards applicable to the repaired or corrected item. A CLAIM FOR A DEFECTIVE REPAIR SHALL BE MADE BY OWNER ON OR BEFORE ONE YEAR AFTER THE REPAIR HAS BEEN MADE.

#### **8.04 Assignment of Insurance Proceeds.**

If Builder repairs or replaces, or pays the, reasonable cost of repairing or replacing, any Defect covered by this Limited Warranty which is covered by any other insurance or warranty, Owner will, upon request by Builder, assign the proceeds of such insurance or the rights under such insurance to Builder to the extent of the cost to Builder of the repair, replacement or payment in connection with such Defect.

#### **8.05 Invalid Provisions.**

Should any provision of this Limited Warranty be deemed unenforceable, that determination will not affect the enforceability of the remaining provisions.

#### **8.06 Applicable Law.**

This Limited Warranty shall be governed by the laws of the State of Indiana, and as further provided in this Limited Warranty.

### **8.07 No Modification.**

This Limited Warranty may not be modified or amended in any manner except upon written amendment signed by both Builder and Owner.

### **8.08 Owner's Release of Builder.**

When Builder finishes repairing or replacing a Defect, or pays Owner the reasonable cost of repairing or replacing a Defect, and if requested by Builder, Owner agrees to sign a release of Builder's obligations with respect to the Defect. However, this section shall not prejudice Owner's rights for warranty service on the item repaired to the extent expressly provided in this Limited Warranty.

### **8.09 Parties Bound.**

This Limited Warranty shall be binding on Builder, and Owner and Owner's heirs and personal representatives.

### **8.10 Certain Terms.**

Use of one gender in this Limited Warranty includes the other gender, and the use of the plural includes the singular, as may be appropriate.

### **8.11 No Other Agreements or Representations.**

This Limited Warranty contains the entire warranty obligations of Builder to Owner with respect to the matters referred to in this Limited Warranty, and supersedes any previous agreements, representations or communications relating to this Limited Warranty, express or implied, whether oral or written to the extent allowed by law. OWNER ACKNOWLEDGES THAT BUILDER HAS MADE NO REPRESENTATIONS, PROMISES, WARRANTIES OR AGREEMENTS, ORAL OR WRITTEN, WITH RESPECT TO THIS LIMITED WARRANTY OR ANY COMPONENT OF THE HOME OR OTHER IMPROVEMENTS, EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY (INCLUDING ANY WRITTEN AMENDMENT OF THIS LIMITED WARRANTY, EXECUTED BY OWNER AND BUILDER AT THE TIME THIS LIMITED WARRANTY IS PROVIDED TO OWNER).

### **8.12 Notices.**

All notices required under this Limited Warranty must be in writing and be sent by the U.S. mail, postage prepaid, to the recipient's address shown in the Real Estate Purchase Agreement, or to any other address of which the recipient has previously notified the other party in writing. Electronic mail notices will also be acceptable.

### **8.13 Breach of this Limited Warranty.**

Failure of Builder to correct or to pay the reasonable cost to correct a Defect required under the provisions of this Limited Warranty shall be deemed to be a violation of this Limited Warranty; the mere occurrence of a Defect shall not be deemed to be a violation of this Limited Warranty.

**8.14 No Modification Because of Builder's Action.**

No action by Builder to repair, replace or pay for an alleged deficiency in a component of the Home or other improvements which is not covered by this Limited Warranty, will operate to enlarge or modify Builder's obligations under this Limited Warranty.

# **ARTICLE 9 PERFORMANCE STANDARDS**

## **Section 1 Introduction to performance standards**

These Performance Standards are intended to specify the performance standards for the construction of the Home and to set forth the basis for determining the validity of all Owner complaints related to Defects. Defects violate these Performance Standards or violate the standards set for the in the National Association of Home Builders latest version of the Residential Construction Performance Guidelines, which are incorporated herein as if fully set forth. In the event of a conflict between these Performance Standards and National Association of Home Builders latest version of the Residential Construction Performance Guidelines, these Performance Standards shall control.

It is not possible to discuss every conceivable situation that can occur in construction, and construction is not meant to be perfect but within industry standards. Because of the limitless combinations that can be incorporated into a home, infinite conditions can occur. This manual describes the most common and repetitive situations. Likewise, the validity of the Owner' complaint for Defects for which a standard has not yet been addressed herein shall be determined on the basis of good industry practice, which assures quality of materials and workmanship, and any mediation or arbitration of such complaints shall be conducted accordingly.

The following Performance Standards are expressed in the following format. Noncompliance with the Performance Standards calls for corrective action by the Builder. The format is designed for easy comprehension by both layman and builder as follows:

1. Common Defect or Problem – a brief statement in simple terms of the deficiency to be considered.
2. Performance Standard – performance standards relating to a specific deficiency.
3. Builder Repair Responsibility – statement of the corrective action required of the builder to repair the deficiency, or any other damage resulting from making the required repair. The method of correction to meet the industry standard is at the Builder's discretion. Alternatives for making acceptable repairs exist in most cases and Builder may choose any alternative.

**Many items related to deficiencies in the Home are homeowner maintenance responsibilities. To assure themselves of long, comfortable use of their Home and protection of their investment. Owners should learn about and act on those maintenance responsibilities.**

### Taking Measurements

You can quickly assess whether certain ridges, cracks, gaps, lippage, or variations in plumpness or levelness are within the Performance Standards recommended tolerances. Tolerances in most of these area are less than 1 inch. The edge of U.S. coins can be used to approximate measurements of variations as follows:

Dime = approximately 1/32 inch  
Quarter = approximately 1/16 inch

#### Adapting a Carpenter's Level

To inspect surfaces levelness, you can either use a 32-inch level or adapt a standard 4-foot fiberglass carpenter's level by removing 8" from each end.

**ARTICLE 9**  
**Section 2 Carpentry Standards**  
**(Finished Carpentry, Plumbing, Cabinetry, Millwork and Countertops)**

Background:

Wood and wood-like products are the basic materials used in finished carpentry. Wood is a natural product with individual grain variations in each species of wood. The matching of grain is not a standard procedure and may possibly be accomplished only as a specific contractual agreement between the Owner and Builder and with the careful selection of matching panels by the supplier. The variations in wood separate it from man-made products. One of the wonderful characteristics of wood is the difference in each piece.

Over the past several years, a marked change has taken place in the area of finished carpentry, paneling and millwork. Considerably less of the labor is being done on the site. Almost all millwork, paneling, cabinetry, countertops and doors are purchased by the Builder as a completed product and are warranted by manufacturer.

Scratches, chips, gouges or nicks should be noted by the Owner at the time of the preoccupancy inspection. To maintain the beauty of the wood and wood products, wood should be cared for by the Owner much like furniture. Builder cautions Owner to only use products recommended by the manufacturers when cleaning and maintaining wood products and also in caring for countertops.

During the initial building stabilization period (first heating and cooling seasons), it is not unusual for doors to warp slightly or twist and alternately stick or not close. Warping, shrinking and swelling of wood and wood-like products can occur due to temperature and humidity changes.

If painting, varnishing and/or staining are to be done by the Owner, it should be finished at the earliest possible opportunity. The primary purpose is preservation, protecting the surfaces and edges from weather and moisture penetration. The Owner should be made aware that all surfaces must be sealed on all six sides. If a door or drawer fails and if it was not sealed on all six sides and the Owner performed or contracted for his own staining, then the Builder is not responsible to make the repair. Filling and sanding of minor imperfections, nail holes and splits are the responsibility of the painter. If the Builder is responsible for the painting and/or staining, samples or names of the paint products should be left with the Owner for minor touch-ups.



1. Common Defect or Problem

Interior doors, closet doors, cabinet doors, or drawers warp and cannot be closed or will not stay closed.

Performance Standard

- a. The Owner should note that during the initial building stabilization period, it is not unusual for doors to warp or twist and alternately stick or not close as the Home goes through a settling and drying period, especially over the first heating season. The Builder is obligated only to make replacements after this initial stabilization period, since often the door straightens during this process. Doors **MUST** be sealed on all six sides by the person contractually responsible for painting/staining.
- b. All interiors doors, closet doors, cabinet doors or drawers whose warpage exceeds the National Woodwork Manufacturers Association Standards (1/4" in most cases) and where the warp cannot be corrected by adjustment of either jambs, stops and/or hinges and cabinet catches to properly latch after the initial stabilization period of the building, at the end of the first year, shall be replaced by the Builder. Doors **MUST** be sealed on all six sides by the person contractually responsible for painting/staining.

Builder Repair Responsibility

Adjust, upon request of the Owner, one time only, preferably at the end of the warranty period, any doors and drawers that fail to operate properly. Replace any doors or drawers that cannot be corrected to come within acceptable tolerance after stabilization. Refinish as necessary if staining was part of the Builder's contract.

2. Common Defect or Problem

Garage to house solid core door warps.

Performance Standard

Garage to house doors are more subject to weather conditions and thus these doors may warp, but will tend to come back to their original state.

This can be a continual occurrence with seasonal changes.

Builder Repair Responsibility

**ONE TIME ONLY** during the warranty period, the Builder will adjust the door or latching mechanism to meet the performance guideline.

3. Common Defect or Problem

Warpage or non-closing of exterior doors (except storm doors).

Performance Standard

Because of the security provided by these doors, the doors must be adjusted or corrected as required.

Builder Repair Responsibility

During the first year, if the security of the building is jeopardized, correct as requested by the Owner to maintain the security of the building. Replace any exterior doors whose permanent warpage exceeds the National Woodwork Manufacturers Association Standards after the stabilization period. Refinish as necessary if painting and staining was part of the Builder's contract. If painting is part of Owner's contract, they are cautioned to finish doors on all six surfaces at the earliest possible opportunity to prevent weather deterioration

and warpage of the doors and to maintain a warranty on the door.

4. Common Defect or Problem

Cabinet doors do not align properly or there is a gap between door and cabinet frame.

Performance Standard

Space between doors where doors butt should not exceed 1/8". Top or bottom alignment should not exceed 1/16". Separation between the door and the frame should not exceed 1/4".

Builder Repair Responsibility

Builder to repair if any of the above conditions exceed acceptable tolerance.

5. Common Defect or Problem

Loosening or separation of veneer on doors and cabinet doors.

Performance Standard

Veneer should not crack or separate during the first year of warranty provided the doors have been properly finished. If painting is to be done by the Owner, they are cautioned to finish all six surfaces of the veneer doors at the earliest possible opportunity to prevent weather deterioration of the door, which can lead to delamination or warpage.

Builder Repair Responsibility

Builder should repair or replace any doors where the veneer has separated or delaminated during the first year of occupancy. Door replacement due to delamination is the Owner's responsibility if the Owner has not promptly followed through on his responsibility to finish the door or has not finished all six sides of the doors. Builder to refinish only if painting or staining was part of the Builder's contract.

6. Common Defect or Problem

Shrinkage or swelling of paneled doors, panels in cabinet doors and/or paneling.

Performance Standard

Panels will, due to the nature of wood products, shrink and expand and may expose unpainted or unstained surfaces.

Builder Repair Responsibility

None.

7. Common Defect or Problem

Panels or door graining and/or color do not match.

Performance Standard

Since wood is a natural product and the grain structure is unique for each piece of wood, the Builder is only responsible for supplying the grades and types of lumber and millwork and paneling specified in the contract.

Grain and color matching is not the industry standard.

Builder Repair Responsibility

None, unless matched lumber was specifically stated in the contract.

8. Common Defect or Problem

Scratches on glass in doors.

Performance Standard

Scratching is inherent in the added safety features that are mandated in glass doors.  
Builder Repair Responsibility  
None.

9. Common Defect or Problem  
Millwork trim graining or color does not match.  
Performance Standard  
See #7.  
Builder Repair Responsibility  
See #7.
10. Common Defect or Problem  
Gaps in miter joints.  
Performance Standard  
Gaps in miter joints should not exceed 1/16".  
Builder Repair Responsibility  
Builder should repair any gaps exceeding 1/16". If the Owner is responsible for the staining portion of the contract, the Owner is responsible for re-staining. If staining was part of the Builder's contract, Builder must re-stain, if necessary.
11. Common Defect or Problem  
Gouges, cracks, nicks or other material or workmanship imperfections.  
Performance Standard  
Nail pops, blisters and other such blemishes at the time the Owner closes or takes occupancy of the Home that are readily visible from a distance of 6' under normal lighting conditions are unacceptable.  
Builder Repair Responsibility  
Builder to replace millwork components with the above listed defects where the defect cannot be easily corrected through the use of sanding or filling, so long as these items were noted prior to occupancy. It should be noted that if the Owner is responsible for the painting portion of the contract, the finishing work becomes the Owner's responsibility.
12. Common Defect or Problem  
Splices of millwork material within the length of a wall.  
Performance Standard  
Splicing is permissible.  
Builder Repair Responsibility  
None.
13. Common Defect or Problem  
Cabinets separate or loosen from wall.  
Performance Standard  
Provided the cabinet installation is secure, some shrinkage may occur which may appear to indicate a gap between the cabinets and their mounting surface. This is normal and requires no correction. However, if the cabinet is actually loose, the Builder shall correct.

Builder Repair Responsibility

Correct any loose cabinetry from the mounting surface, except those due to shrinkage.

14. Common Defect or Problem

Countertops separate from wall.

Performance Standard

Acceptable tolerance is 1/8" in width.

Builder Repair Responsibility

Builder to caulk if gap is over 1/8".

15. Common Defect or Problem

Seams in laminate countertops rise.

Performance Standard

This will occur occasionally. Owner should keep seams sealed as water can penetrate.

Builder Repair Responsibility

None.

16. Common Defect or Problem

Exposed plastic laminate surfaces, laminate cabinetry and molded marble crack, chip, delaminate or are burned or scratched.

Performance Standard

There should be no imperfections in exposed plastic laminate surfaces at the time the Owner takes occupancy of the Home. Any defects must be noted by the Owner in writing at the preoccupancy inspection and should be corrected by the Builder. In some rare cases there may be latent defects in laminates, which would require adjustments by the manufacturer.

Builder Repair Responsibility

Correct defects noted at occupancy inspection. Defects occurring after that time are the Owner's responsibility for since these surfaces are subject to Owner's damage.

17. Common Defect or Problem

Bifold and bypass doors come off their tracks during normal operation.

Performance Standard

At the time of substantial completion of the Home, bifold and bypass doors will slide properly on their tracks. Buyers should be aware that bifold and bypass doors are inherently more sensitive than swing doors and need to be treated accordingly. The consumer is responsible for cleaning and maintenance necessary to preserve proper operation.

Builder Repair Responsibility

ONE TIME ONLY during the warranty period, the Builder will adjust any bifold and bypass door that will not stay on the track during normal operation.

While every scenario for common defect or problem with interior doors cannot be described, it should be noted by the buyer that **ONLY ONE TIME** during the warranty period will adjustments be made to interior doors. This will include but not be limited to; rubbing on Builder installed finished floors, adjustment of door not latching, doors swinging open and close from the force of gravity, door hinges, smooth operation, etc.

**ARTICLE 9**  
**Section 3**  
**Carpentry Standards-Rough**  
**(Rough Carpentry, Lumber and Truss)**

Background:

Framing or rough carpentry provides the skeletal structure of the Home, which includes fabrication of wood portions of the floor systems, exterior walls, interior partitions and roof, which are built on and supported by the foundation.

The exterior wall framing is designed to support the vertical load from the floors and roof and to resist lateral loads resulting from winds. Interior partitions may or may not be load bearing. The roof is designed to support its own weight plus that of anticipated loads from snow, ice and wind. The framing is quality controlled by the Applicable Code and subject to building inspection when the entire framed structure can be viewed.

Wood framing can be fabricated on or off a job site, or a combination of both. Even when most of the framing is done on site, there has been a trend to use pre-manufactured components, such as roof or floor trusses, in lieu of the more conventional joist and rafter construction. As a natural product, wood will respond to humidity and temperature conditions and can cause shrinking, twisting or warping of the framing material. Some of these conditions can be controlled or minimized; others are due to the nature of wood itself.

In single family construction, lumber type and grade, span, spacing and load bearing capacities are tightly controlled by Applicable Code, while the carpentry foreman uses his own judgment in determining the exact layout. Hence, the accumulation of tolerances of several inches in overall dimension is not unusual.

1. Common Defect or Problem

Floors squeak.

Performance Standard

Floor squeaks are common to new construction and a squeak-proof floor cannot be guaranteed.

Builder Repair Responsibility

Builder should try to minimize the floor squeaks and must correct if caused by a Defect. It should be noted that a second floor repair would be surface nailing in carpeted areas and or snap off screws may also be used to refasten subflooring. **It should also be noted it is impossible in vinyl or ceramic areas, Builder is not required to remove flooring and address these areas.**

There are many possible causes of floor squeaks. One of the more common sources of squeaks is wood moving along the shank of the nail. Squeaking frequently occurs when lumber, floor sheathing, or boards move slightly when someone walks over them. Boards and loose sheathing may become loose due to shrinkage of the floor structure of subfloor

as it dries after installation of 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.

2. Common Defect or Problem

Uneven or un-level floors.

Performance Standard

Floors shall not be more than 1/4" out of plane or level in wood, vinyl and ceramic areas or 1/2" out of plane in carpeted areas within any 32" measurement when measured parallel to the joists.

Builder Repair Responsibility

Builder to repair to meet Performance Standard.

3. Common Defect or Problem

Crowned floor joist.

Performance Standard

Floors shall not be more than 1/4" out of plane or level in wood, vinyl and ceramic areas or 1/2" out of plane in carpeted areas within any 32" measurement when measured parallel to the joists.

Builder Repair Responsibility

Builder to repair to meet Performance Standard.

4. Common Defect or Problem

Seams or ridges appear in resilient flooring due to subfloor irregularities.

Performance Standard

In the natural settling and shrinkage process, some mismatch of the subfloor may exhibit and mirror itself as ridges or depressions showing on the surface goods.

This can be minimized by the customer in his selection of an embossed pattern in a darker color. In particular, lighter solid colors and/or smooth vinyl surfaces mirror any minor variations of the sub surfaces to which they are applied and emphasize this ridging. If the ridge or depression effect exceeds 1/8" and cannot be corrected from below, the resilient floor must be corrected. The ridge measurements should be made by measuring the gap created when a 6" straight edge is placed tightly 3" on each side of the defect and the gap measured between the floor and the straight edge at the other end.

Builder Repair Responsibility

If ridges exceeds standard, Builder to remove the sheet goods in the minimum area where the joint will not be readily visible when repaired, re-nail the subflooring, sand smooth and/or fill gap and replace the sheet goods. Owner should note that there may be a mismatch in materials due to time or dye lot variations. If the material is unavailable due to discontinuation, unless the Owner will accept a repair with as closely matching materials as is currently available or correction by some other means, Builder should credit the Owner 1½ times the cost to repair if the material were available. This would be 1½ times the minimum service charge, plus the additional hourly labor charge and the material cost needed to make the repair.

Common Defect or Problem

Bowed walls.

Performance Standard

All interior and exterior walls have slight variances on their finished surfaces.

Walls should not bow more than 1/4" out of line within any 32" horizontal or vertical measurement.

Builder Repair Responsibility

Builder will repair to meet Performance Standard.

5. Common Defect or Problem

Out of plumb walls.

Performance Standard

Walls should not be more than 1/4" out of plumb for any 32" vertical measurement.

Builder Repair Responsibility

Builder will repair to meet Performance Standard.

6. Common Defect or Problem

Out of plumb windows or windows do not operate.

Performance Standard

Windows must operate with reasonable ease as designed.

Builder Repair Responsibility

Builder to repair to be operable.

7. Common Defect or Problem

Truss lift.

Performance Standard

Truss lift occurs during the heating season and normally returns back down in the summer months. Builder is not responsible for inadvertent cutting of tape where wallpapering may have been done.

Builder Repair Responsibility

This is to be corrected only during the summer months (as appropriate) after the first heating season, only if first reported during year one. If the problem reoccurs in the next heating season, and the gap exceeds 1", then additional methods must be taken to correct the problem.

8. Common Defect or Problem

Cracked trusses.

Performance Standard

Builder to contact truss manufacturer to make sure truss conforms to its engineering.

Builder Repair Responsibility

Builder to repair as per recommendation of truss manufacturer.

9. Common Defect or Problem

Bowed ceilings.

Performance Standard



All interior and exterior frame walls or ceilings have slight variations on the finished surfaces. Bowing should not be visible so as to detract from the finished surface. A ceiling bow which is more than 1/2" within a 36" measurement running parallel with the ceiling joist shall be excessive.

Builder Repair Responsibility

Ceiling bowed in excess of the Performance Standard shall be corrected.

**ARTICLE 9**  
**Section 4**  
**Caulking and weather stripping standards**

Background

Weather-stripping of doors and windows helps keep the Home properly heated or cooled. Metal stripping should be free of dents and loose sections and plastic or rubber stripping should be glued tightly. The junction between windows, doors and exterior wall material (i.e. siding, brick) will need to be caulked to minimize air infiltration. Caulking will need to be maintained by the Owner throughout the life of the Home. It should be noted that some air infiltration is normal during high winds.

1. Common Defect or Problem

Caulking cracks.

Performance Standard

All types of caulk will dry out and shrink. Caulk requires routine maintenance and replacement. All caulking is the responsibility of the Owner.

Builder Repair Responsibility

Builder does not warrant caulking throughout the home.

2. Common Defect or Problem

Air infiltration around doors and windows.

Performance Standard

Doors and windows are cold spot sources and some infiltration of air must be expected. Proper weather-stripping and insulating around these areas can minimize air passage. However, depending on the type of window (i.e. double hung and sliding windows will have more air infiltration than casement or stationary windows) and under certain temperature and wind conditions, some infiltration will be observed by the Owner.

Builder Repair Responsibility

Builder to inspect and adjust poorly fitted weather-stripping. If draft comes around casings, Builder to make sure insulation is in place around window wherever possible.

# ARTICLE 9

## Section 5

### Drywall and Plaster Standards

#### Background:

In reviewing drywall and plaster problems, which occur during the first year of warranty, it is necessary to include some explanatory information on the nature of the material and its performance during and after the initial stages of construction.

Drywall is a relatively inflexible gypsum material, which is applied to interior surfaces. Drywall and plaster are applied in sheets, which are nailed or screwed to the stud or joist for application. The sheets are then taped and the entire surface is sprayed and textured to produce a finished surface. In plaster, the final coats are troweled on.

Because the drywall or plaster has been placed on lumber surfaces which are subject to shrinkage and warpage and which are not perfectly level and plumb, problems occur through stress and strain placed on drywall during the drying of the lumber, which is inherent in the construction of a Home.

In evaluating the need for drywall and plaster repairs, the general rule to be applied is, if the defect is readily noticed by visual inspection, it should be repaired. However, due to the initial shrinkage problem that exists with a new Home, it is impossible to correct each individual defect as it occurs, and for that matter it is essentially useless to do so. The entire house will tend to stabilize itself near the end of the warranty period, and one repair should be made when necessary, preferably near the end of the 12th month after occupancy upon request by the Owner. Repairs will be made **no more than one time during the warranty period**. All repairs should be made within industry standards. Any reoccurrence beyond the warranty period becomes an Owner's maintenance item.

Since drywall and plaster are finish materials, repairs will be slightly visible due to a color or texture mismatch after they have been made. The mismatch will be even more visible when a special textured finish has been employed. Repairs do not require repainting when they are applied on unpainted surfaces such as unpainted ceilings or when the Builder did not contract for the painting. The Builder will attempt to match the repair as closely as possible, but exact color match of the unpainted surface is impossible to achieve. Where the repair has been made on a painted surface, the Builder will not be responsible for paint touch-up, provided color samples are left by the painter at the Home, otherwise the Builder shall be responsible to touch up the repair, but the Owner should be cautioned that the color match will not be perfect.

1. Common Defect or Problem

Visual defects caused by normal shrinkage or nail pops, cracks, seam lines, ridging or cracked corner beads.

Performance Standard

Any of the above defects which can be readily determined by visual inspection (without lighting the defect from one direction) shall be repaired by the Builder except where normal repainting will cover the defect as in the case of a hairline crack. Cracks not exceeding 1/16" in width are common in gypsum wallboard installations and are considered acceptable.

Builder Repair Responsibility

Builder to repair to original finish as closely as possible. Repairs will be made **NO MORE THAN ONE TIME** during the first year.

2. Common Defect or Problem  
Defects caused by workmanship during installation such as blisters in the tape, excess compound in joints, or troweling marks.  
Performance Standard  
Defects, which can be readily observed by visual inspection (without lighting the defect from one direction), are beyond the industry standard except where normal repainting will cover the defect.  
Builder Repair Responsibility  
Builder to correct the defects.
3. Common Defect or Problem  
Photographing of mudded areas (tape lines, nails, corners, etc.).  
Performance Standard  
The paint on the wallboard surface has a different texture than on the taped and mudded areas.  
Builder Repair Responsibility  
Photographing is not common, but when it is readily visible (without lighting the defect from one direction), it is the Builder's obligation to repair.
4. Common Defect or Problem  
Uneven texturing.  
Performance Standard  
As textures are composed of natural materials, there will be some variation.  
Blemishes should not be visually apparent.  
Builder Repair Responsibility  
Builder to repair finish to standard.
5. Common Defect or Problem  
Separation at ceiling due to trusses lifting.  
Performance Standard  
Truss lift occurs during the heating season and normally returns back down in the summer months. Builder is not responsible for inadvertent cutting of tape where wallpapering may have been done by the Owner.  
Builder Repair Responsibility  
This is to be corrected only during the summer months after the first heating season. If the problem reoccurs in the next heating season and gap exceeds 1", additional methods must be taken to correct the problem (i.e. the use of a molding at the ceiling).
6. Common Defect or Problem  
Uneven angular joints or corners.  
Performance Standard  
Defects that can be readily determined by visual inspection are to be repaired by Builder only prior to decorating. The use of a rounded corner is acceptable at angles.  
Builder Repair Responsibility  
Builder to repair to be visually acceptable.

7.

Common Defect or Problem

Texturing on repairs is uneven.

Performance Standard

Since drywall and plaster are finish materials, repairs will be slightly visible due to a color or texture mismatch after they have been made.

Builder Repair Responsibility

Every attempt should be made to uniformly match the texture.

**ARTICLE 9**  
**Section 6**  
**Electrical Standards**

Background:

Electrical system installation is performed by licensed electrical contractors and in accordance with state and Applicable Code. The Applicable Code dictates safety requirements predominantly to prevent fires and minimize the chance of personal injury.

The Builder cannot be responsible for what an Owner plugs into an electrical outlet. The Builder is also not responsible for what an Owner has added to the electrical system.

1.     Common Defect or Problem  
          Outlets and switches do not work.  
          Performance Standard  
          All outlets and switches must be operative.  
          Builder Repair Responsibility  
          Builder to repair or replace wiring or replace defective outlets and switches to make units work properly.
  
2.     Common Defect or Problem  
          Lights and fans do not work.  
          Performance Standard  
          Wiring to fixture must be operative.  
          Builder Repair Responsibility  
          Builder to repair defective wiring to lights and fans. If the fixture is inoperative, repair of the fixture is covered under a manufacturer's warranty. If the fixture was Builder supplied, the Builder is responsible for the service call. If the fixture was Owner supplied, the Owner is responsible for the service call.
  
3.     Common Defect or Problem  
          Lights dim or flicker in parts of building.  
          Performance Standard  
          Lights may dim or flicker during starting of some motor driven equipment.  
          Builder Repair Responsibility  
          Check wiring for installation per standards of the Applicable Code. If flickering/dimming does not occur when motor driven equipment is turned off, the Owner should notify the Builder to check if the wiring is per Applicable Code. If nothing is found, the Owner should contact the electric power company for possible defects in supply source.

4. Common Defect or Problem  
Lights dim/flicker in entire building.  
Performance Standard  
Lights should not flicker throughout entire building at one time.  
Builder Repair Responsibility  
Builder should first have licensed electrical contractor check internal wiring as necessary. If internal wiring is proper, Owner should then notify the electric power company for possible defects in supply source.
5. Common Defect or Problem  
Circuit breakers trip out.  
Performance Standard  
Circuit breakers should not disengage under normal usage except in cases where there may be an overload of portable appliances (See #6 re: GFI circuits).  
Builder Repair Responsibility  
If it is determined that there is not an overload of portable appliances, a licensed electrical contractor is to repair or replace breaker.
6. Common Defect or Problem  
Ground fault interruptor (GFI) circuit trips frequently.  
Performance Standard  
Ground fault interruptors are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.  
Builder Repair Responsibility  
A licensed electrical contractor shall install ground fault interruptor in accordance with approved Applicable Code. Tripping is to be expected and is not covered, unless due to a construction or product defect.
7. Common Defect or Problem  
Fluorescent lights hum.  
Performance Standard  
Some fluorescent ballast will hum.  
Builder Repair Responsibility  
Excessive hum must be checked by a licensed electrical contractor.
8. Common Defect or Problem  
Door bells/chimes do not work.  
Performance Standard  
Door bells/chimes carry a one-year warranty and should operate.  
Builder Repair Responsibility  
Licensed electrical contractor to repair or replace if doorbell/chimes supplied by Builder. Owner is responsible if Owner supplied.

9. Common Defect or Problem  
Drafts from electrical outlets.  
Performance Standard  
Electrical junction boxes on exterior walls may produce airflow whereby the cold air can be drawn through the outlet into a room.  
Builder Repair Responsibility  
None. Owner can place a foam type insulation behind cover plate to cut down the airflow.
10. Common Defect or Problem  
Water leaks into basement at Builder installed conduits going through walls.  
Performance Standard  
Water leaks into basement should not occur at conduits. If the Owner has graded or changed the grade around the foundation, or has hired a third party to grade or change the grade around the foundation, the Builder may not be responsible for leaks into the basement at conduits.  
Builder Repair Responsibility  
Builder to repair, providing grading is not at fault.



**ARTICLE 9**  
**Section 7**  
**Fireplace Standards**

Background:

Fireplaces fall into two categories, the first is “full masonry.” This type of fireplace is constructed with a masonry flue, exterior veneer and interior firebox. The second is “prefabricated,” which has a metal pipe chimney and a manufactured metal firebox.

1.     Common Defect or Problem  
Fireplace or chimney does not draw properly.  
Performance Standard  
A properly designed and constructed fireplace and chimney shall function properly. It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney.  
Builder Repair Responsibility  
Builder will determine the cause of malfunction and correct, if the problem is one of design or construction of the fireplace.
  
2.     Common Defect or Problem  
Firebox paint changed by fire.  
Performance Standard  
Heat from fires can alter finish.  
Builder Repair Responsibility  
None.
  
3.     Common Defect or Problem  
Cracked firebrick and mortar joints in firepot.  
Performance Standard  
Expansion and contraction will cause cracking.  
Builder Repair Responsibility  
None, unless crack exceeds 1/8” width. Builder will then tuckpoint.
  
4.     Common Defect or Problem  
Rust on the exterior of the fireplace or rust on the damper.  
Performance Standard  
As rust can form from condensation or moisture within a home, the Owner should use a rust-removing product to remove rust.  
Builder Repair Responsibility  
None.

5. Common Defect or Problem  
Cracks in chimney and fireplace caps.  
Performance Standard  
Chimney and fireplace caps should be checked periodically by the Owner for hairline cracks in the concrete and brick, especially next to the flue. These cracks are caused by shrinkage and severe weather conditions and should be caulked with an elastic type caulking compound or tuckpointed with mortar or cement. Failure to do this could result in moisture getting into the chimney, freezing, and cracking the flue material or the face of the brick or stone.  
Builder Repair Responsibility  
None, unless crack exceeds 1/8" in width, Builder will then tuckpoint.
6. Common Defect or Problem  
Fireplace fans are noisy.  
Performance Standard  
Fans will make some noise due to the location of their installation but should not be excessively noisy. Fireplace fans are covered by a one year manufacturer's warranty. Noise level is not to exceed manufacturer's acceptable noise level.  
Builder Repair Responsibility  
Builder to inspect and repair if fan is touching any part of fireplace.
7. Common Defect or Problem  
Cracks in mortar joints of brick or other masonry walls or veneers.  
Performance Standard  
Small hairline cracks due to shrinkage are common in mortar joints in masonry construction. Cracks greater than 1/8" in width are considered excessive.  
Builder Repair Responsibility  
Builder will repair cracks in excess of performance standard by pointing or patching. These repairs shall be made at the end of the first year of the warranty period. Owner should be aware that some variation between old and new mortar color will occur.
8. Common Defect or Problem  
Chimney separation from structure to which it is attached.  
Performance Standard  
Newly built fireplaces will often incur slight amounts of separation. Separation shall not exceed 1/2" from the main structure in any 10' vertical measurement.  
Builder Repair Responsibility  
Builder will determine the cause of separation and correct to standard.

**ARTICLE 9**  
**Section 8**  
**Flooring Finish Standards**

Finished flooring work is subject to the same phenomena during construction of a Home that applies to drywall and plaster, namely shrinkage and warpage of the surface to which it is applied, settling of the Home, and expansion and contraction of the subsurface to which it is applied with moisture and temperature variations. Most of the flooring problems are a result of these natural phenomena occurring during the stabilization of the Home during the initial warranty period and are mirrored in the floor coverings.

The following finished flooring standards are contained separately in this section:

1. Carpeting
2. Ceramic or Quarry Tile
3. Resilient Flooring
4. Wood Flooring

**ARTICLE 9**  
**Section 8**  
**Sub-Section 1**  
**Carpeting Standards**

Background:

Carpet installation may often be contracted for by the owners, or may be done by the Builder as an allowance item. A standard carpet installation will use seaming techniques to join the material and these seams will be somewhat visible. Carpeting is subject to normal manufacturing tolerance and most particularly to lot variations affecting color, texture and pattern. From time to time, patterns are discontinued, which makes it impossible to exactly duplicate the material; hence, it is recommended that the Owner save scrap material from the carpet installation for any future repairs that may be required due to burns, spots, etc.

1.     Common Defect or Problem  
Open carpet seams.  
Performance Standard  
Carpet seams will show. However, no visible gap is acceptable.  
Builder Repair Responsibility  
Builder to correct any open gaps.
  
2.     Common Defect or Problem  
Carpeting becomes loose, seams separate or stretching occurs.  
Performance Standard  
Wall to wall carpeting, installed as the primary floor covering, when stretched and secured properly, shall not come up, become loose or separate from its point of attachment.  
Builder Repair Responsibility  
Builder to re-stretch or re-secure carpeting as needed, if original installation was performed by the Builder.
  
3.     Common Defect or Problem  
Spots on carpet/minor fading.  
Performance Standard  
Exposure to light may cause spots and/or minor fading on carpet. Spots, if noted prior to occupancy in writing, are the Builder's responsibility.  
Builder Repair Responsibility  
None. However, if noted prior to occupancy in writing, Builder would then clean or repair.

**ARTICLE 9**  
**Section 8**  
**Sub-Section 2**  
**Ceramic and Quarry Standards**

Background:

Ceramic or quarry tile is also used as a finished flooring surface and in some counter and wall applications. Hard tile is supplied as a finished product and is subject to lot variations. The tiles may be attached to the subfloor, finish floor or wall surface with mastic (glue) or directly set into a mud base (special concrete mix). After the tile is set, grout is applied to fill the joints. Grouting will be affected by the natural settling and shrinkage of the Home. Regrouting will be required by the Owner as normal maintenance throughout the life of the Home. With colored grout, it is virtually impossible to match colors should a repair of grout be desired.

Ceramic tile installation may be performed as an allowance item. Installation and tile costs may vary with tile size, shapes and patterns selected by the Owner.

In all cases of finished floor covering materials, the Owner is advised to follow the manufacturer's suggested recommendations for maintenance and cleaning.

Narrow tipped or stiletto high heels will damage ceramic and quarry tile flooring and are not the Builder's responsibility for repair. Because of the wear and tear caused by normal use of the floor, no reasonable repair can be expected to restore the flooring to a new, unused, perfect condition.

1. Common Defect or Problem

Cracks appear in grouting of ceramic tile joints or at junctions with other materials such as a bathtub. Performance Standard

Cracks at the joints of ceramic tile are commonly due to the settling process, especially between the horizontal and vertical surfaces or the butting of dissimilar materials. As such, they require repointing.

Builder Repair Responsibility

Ceramic tile should be repointed when necessary, only once during the warranty period, preferably near the end of the warranty period. After one repointing, it becomes an item of Owner maintenance.

2. Common Defect or Problem  
Ceramic tile cracks or become uncemented.  
Performance Standard  
Tile should not crack or become loose during warranty period under normal wear. It should be noted that ceramic tile can crack if something is dropped on the floor, and this type of cracking is not usually warranted.  
Builder Repair Responsibility  
Builder to replace any cracked tiles and recement any loose tiles, unless the defects were caused by Owner's negligence (Owner is cautioned that there may be a color mismatch if no extra tiles are available).
3. Common Defect or Problem  
Ceramic tile grout discolors.  
Performance Standard  
Normal efflorescence is a condition, which can be cleaned with a special solution or will disappear in time. Grout is porous and can be sealed by the Owner to prevent dirt penetration.  
Builder Repair Responsibility  
None.
4. Common Defect or Problem  
Mildew forms on tile or grout.  
Performance Standard  
This is an Owner's maintenance responsibility.  
Builder Repair Responsibility  
None.
5. Common Defect or Problem  
Color variations in tile.  
Performance Standard  
Color variations are inherent in all ceramic glazes fired clay products.  
Builder Repair Responsibility  
None.
6. Common Defect or Problem  
Tile style or pattern no longer available when repair called for.  
Performance Standard  
None.  
Builder Repair Responsibility  
Unless Owner will accept a repair with as closely matching materials as is currently available, or correction by some other means, Builder should credit the Owner 1 ½ times the cost to repair if the material were available. This would be 1 ½ times the minimum service charge, plus the additional hourly charge and material cost estimate.

7. Common Defect or Problem

Floors squeak.

Performance Standard

Floor squeaks are common to new construction and a squeak-proof floor cannot be guaranteed.

Builder Repair Responsibility

Builder should try to minimize the floor squeaks and must correct if caused by a construction defect. It should be noted that second floor repair would be a surface nailing in carpeted areas, and impossible in vinyl or ceramic areas.

**ARTICLE 9**  
**Section 8**  
**Sub-Section 3**  
**Resilient Flooring Standards**

Background:

Resilient flooring includes inlaid, roto-vinyl, seamless sheet vinyl and resilient vinyl composition tile.

All resilient flooring is subject to normal manufacturing tolerances and most particularly to dye lot variation affecting color, texture and pattern. From time to time, patterns are taken off the market, which makes it impossible to exactly duplicate a material when none is available. The most common problem occurring when partial replacement is called for in repair is the inability to match closely in color due to variation from dye lot to dye lot. In the replacement or correction of resilient flooring, the Owner must be prepared to accept a variation in dye lot when the pattern is still in existence and is cautioned that a seam may show. When a repair is made, the smallest possible area should be repaired. Although the Builder will attempt to match colors as closely as possible, the Owner should note that the wax or vinyl dressing buildup on the existing areas, light variations, atmospheric conditions and other chemical reactions will produce a color variation, even within the same dye lot. The Owner can minimize this variation by removing any build-up and thoroughly cleaning the floor according to the flooring manufacturer's recommendations. Likewise, the color variations will become less noticeable with subsequent dressings and use of the floor.

The nature of resilient flooring makes possible permanent deformation of the surface when subject to high loads which can be exerted by furniture with improper floor protectors or no protectors at all. Manufacturer recommended protectors are a necessity. The protectors must rest flat on the floor, not at an angle. The maximum surface load per square inch must not exceed 75 lbs. Narrow tipped or stiletto high heels will damage vinyl tile and all sheet vinyl flooring, and are not the Builder's responsibility for repair. Because the wear and tear caused by normal use of resilient flooring, no reasonable repair can be expected to restore the resilient flooring to a new, unused, perfect condition.

Resilient flooring is a manufactured product bought as a finished product, either in the form of squares or sheet goods, which is applied by the appropriate trade; predominantly with mastic directly over the surface prepared to accept it.



1. Common Defect or Problem  
Nail pops appear on the surface of resilient flooring.  
Performance Standard  
All nail pops should be repaired.  
Builder Repair Responsibility  
Builder to correct all nail pops that have not broken the surface of the goods by driving the nails back into place. Replace any areas where the nail pop has broken the surface. Replace sheet goods in a minimum area so the joint will not be readily noticeable where the nail pop broke the surface.
  
2. Common Defect or Problem  
Seams or ridges appear in the resilient flooring due to subfloor irregularities.  
Performance Standard  
In the natural settling and shrinkage process, some mismatch of the subfloor may exhibit and mirror itself as ridges or depressions showing on the surface goods. This can be minimized by the customer in his selection of an embossed pattern in a darker color. In particular, lighter solid colors and/or smooth vinyl surfaces mirror any minor variations of the subsurfaces to which they are applied and emphasize this ridging. If the ridge or depression effect exceeds 1/8" and cannot be corrected from below, the resilient floor must be corrected. The ridge measurements should be made by measuring the gap created when a 6" straight edge is placed tightly 3" on each side of the defect and the gap measured between the floor and the straight edge at the other end.  
Builder Repair Responsibility  
If ridge exceeds standard, Builder to remove the sheet goods in a minimum area so the joint will not be readily visible when repaired, renail the subflooring, sand smooth and/or fill gap and replace the sheet goods. Owner should note that there may be a mismatch in materials due to time difference or dye lot variations. If the material is unavailable due to discontinuation, unless the Owner will accept a repair with as closely matching materials as is currently available or correction by some other means, Builder should credit the Owner 1 ½ times the cost to repair if the material were available. This would be 1 ½ times the minimum service charge, plus the additional hourly labor charge and material cost need to make the repair.
  
3. Common Defect or Problem  
Resilient flooring lifts, bubbles or becomes unglued at joint.  
Performance Standard  
Resilient flooring should not loosen during the normal warranty period unless caused by the Owner's negligence or excessive use of water.  
Builder Repair Responsibility  
Providing edges are still intact, resecure the material. If not, replace the minimum area as per standard #2.

4. Common Defect or Problem  
Shrinkage gaps show in resilient flooring.  
Performance Standard  
Gaps shall not exceed 1/16" in width in vinyl to vinyl joints. However, where dissimilar materials abut, larger gaps may appear.  
Builder Repair Responsibility  
Builder to correct to meet standard.
  
5. Common Defect or Problem  
Flooring discoloration.  
Performance Standard  
Certain conditions and substances such as heat, oil, fertilizers, asphalt from driveways and driveway sealers with an asphalt or coal tar base, and some carpet dyes can cause permanent stains, especially in traffic areas. The Owner is also cautioned that the use of certain latex or rubber-backed throw rugs can cause discoloration of the resilient flooring due to a chemical a.  
Builder Repair Responsibility  
This is not a manufacturing defect, nor the Builder's responsibility. It is the Owner's responsibility to protect these areas with doormats or proper rugs at each entrance. There are certain instances when discoloration may be warranted by the manufacturer. Owner should contact the manufacturer for a determination under his warranty.
  
6. Common Defect or Problem  
Fading of color of resilient flooring.  
Performance Standard  
Exposures to excessive direct sunlight through glass sliding doors, for example, can cause fading or discoloration.  
Builder Repair Responsibility  
This is not a manufacturing defect, nor the Builder's responsibility. It is the Owner's responsibility to protect these areas by the use of drapes or blinds during times of direct sunlight exposure. Resilient flooring is no different in this instance than any drapes, furniture or carpeting in the Home.
  
7. Common Defect or Problem  
Heel marks, burns, scratches, scuffs and indentations on resilient flooring.  
Performance Standard  
All of the above items are caused by Owner use and abuse.  
Builder Repair Responsibility  
None, unless problems are relayed to the Builder in writing prior to occupancy or noted during walk-through. If Builder is notified prior to occupancy or at walk-through, it is Builder's responsibility to repair. If the damage occurs after that time, it is the responsibility of the Owner.

8. Common Defect or Problem  
Wear on surface or loss of sheen on resilient flooring.  
Performance Standard  
Depending on the type of product, Owner to refer to manufacturer's warranty.  
Builder Repair Responsibility  
None.
  
9. Common Defect or Problem  
Floors squeak.  
Performance Standard  
Floor squeaks are common to new construction and a squeak-proof floor cannot be guaranteed.  
Builder Repair Responsibility  
Builder should try to minimize the floor squeaks and must correct if caused by a construction defect. It should be noted that a second floor repair would be surface nailing in carpeted areas and is impossible in vinyl and ceramic areas.

**ARTICLE 9**  
**Section 8**  
**Sub-Section 4**  
**Wood Flooring Standards**

Background:

Wood flooring, as a finished surface, is applied directly over the subfloor. Wood flooring, while predominantly hardwood, may occasionally be softwood. Hardwood is generally preferred because of its better wearing qualities and the resistance to abrasions. Wood floorings may be either pre-finished or jobfinished. All wood floors are subject to shrinkage, as a natural occurrence. Both stains and sealers on job-finished floors may require maintenance different from that of pre-finished floors. It should be noted that due to climate and humidity changes, wood floors may be subject to gapping.

1. Common Defect or Problem

Gaps in wood floor.

Performance Standard

It must be understood that gapping is a normal occurrence during the heating season. Repairs should then be made during the summer so a proper correction can be made because warm, humid weather will cause the floor to expand. Gaps in excess of 1/8" in summer are to be corrected. Relative humidity in the Home can cause noticeable fluctuations in gaps between floor boards. This is a common phenomenon in climates and areas of the Home that experience significant shifts in humidity. The consumer is responsible for maintaining proper humidity levels in the Home.

Builder Repair Responsibility

Builder to repair gaps in excess of 1/8".

2. Common Defect or Problem

Wearing of finish on wood floor.

Performance Standard

Elements of nature, moisture and driveway materials may cause the finish on wood floors to wear faster. The Owner should maintain his flooring to prevent this condition.

Builder Repair Responsibility

None.

3. Common Defect or Problem

Finish is uneven on wood floors.

Performance Standard

Slight variations may appear in the finish, but must not be readily visible.

Builder Repair Responsibility

Builder to repair/replace if visibly uneven.

4. Common Defect or Problem  
Cupping of hardwood floors.  
Performance Standard  
Cups in strip hardwood floorboards shall not exceed 1/16" in height in a 3" maximum span measured perpendicular to the long axis of the board.  
Builder Repair Responsibility  
Builder to repair or replace any boards that have cupped in excess of the Performance Standard on hardwood floors. The Builder is not responsible for cupping caused by moisture beyond the control of the Builder. There is no warranty for cupping on a pine or soft wood floor.
  
5. Common Defect or Problem  
Dents in wood floors.  
Performance Standard  
This is a normal occurrence in wood floors due to high heels, etc., and must be noted to Builder in writing at pre-occupancy inspection.  
Builder Repair Responsibility  
None, unless noted in writing prior to occupancy. If so, Builder to repair.
  
6. Common Defect or Problem  
Fading of wood floors.  
Performance Standard  
Exposures to excessive direct sunlight through glass sliding doors, for example, can cause fading or discoloration.  
Builder Repair Responsibility  
This is not a manufacturing defect nor the Builder's responsibility. It is the Owner's responsibility to protect these areas by the use of drapes or blinds during times of direct sunlight exposure. This is no different than other fabrics such as furniture or carpeting in the Home.
  
7. Common Defect or Problem  
Floors squeak.  
Performance Standard  
Floors squeak are common to new construction and a squeak-proof floor cannot be guaranteed.  
Builder Repair Responsibility  
Builder should try to minimize the floor squeaks and must correct if caused by a construction defect. It should be noted a second floor repair would be surface nailing in carpeted areas, and impossible in vinyl and ceramic areas.

# ARTICLE 9

## Section 9

### Garage Door Standards

**Background:**

The surface of hardboard used on garage doors is ideal for field applied coatings, since hardboard does not have any knots, grain raise or other defects that typically shorten the coatings life. Hardboard used on garage doors is made from wood or any other material. As such, it must be properly coated initially and maintained if satisfactory performance is to be achieved from the hardboard door as well as the field applied coating.

If the Owner does his own painting and staining, for the warranty to be effective, paint must be applied to inside and outside surfaces and on all edges, immediately after installation.

An inherent characteristic of flush doors is the possibility of bowing (either inward or outward). This is not considered a defect. Proper painting of the door, plus the use of paint other than a dark color, will minimize this possibility (dark paints do not deflect the heat of the sun as well as lighter paints do).

1.     Common Defect or Problem  
Bottom of overhead door does not fit to the floor.  
      Performance Standard  
Door weather-stripping should fit flush to the floor.  
      Builder Repair Responsibility  
Builder to scribe the bottom of the door to conform to the level of the concrete so weather-stripping on bottom of door affects a seal.
  
2.     Common Defect or Problem  
Garage doors allow entrance of snow or water.  
      Performance Standard  
Garage doors allow shall be installed as recommended by the manufacturer. Some entrance of the elements can be expected under severe weather conditions, if the door is not weather-stripped.  
      Builder Repair Responsibility  
Builder will adjust or correct garage doors to meet manufacturer's recommendations. If weather-stripped, door must seal out the elements.

3. Common Defect or Problem  
Door does not fit tightly at the sides and top.  
Performance Standard
  - a. If it is an unweather-stripped door, there may be some small gaps.
  - b. If the door is weather-stripped, the door should fit tight.Builder Repair Responsibility
  - a. If the door is unweather-stripped, the Builder has no repair responsibility.
  - b. If the door is weather-stripped, the Builder is to repair.
4. Common Defect or Problem  
Garage doors fail to operate under normal use.  
Performance Standard  
Garage doors shall operate properly.  
Builder Repair Responsibility  
Builder to correct or adjust garage doors as required, except where the cause is determined to result from Owner's abuse or negligence.
5. Common Defect or Problem  
Garage doors sag.  
Performance Standard  
Due to the excessive weight of a panel door, some sagging may occur.  
Builder Repair Responsibility  
None, as long as it is within manufacturer's tolerance.
6. Common Defect or Problem  
Split in door panel.  
Performance Standard  
Split panels shall not allow light to be visible through the door.  
Builder Repair Responsibility  
If light is visible, Builder to fill split and match paint or stain as closely as possible if he did painting originally. This will be done only one time in the warranty period, preferably at the end of the first year.

**ARTICLE 9**  
**Section 10**  
**Grading, Ground Removal, Gravel and Fill Standards**

**Background:**

This standard is intended to assist in obtaining a uniform acceptable understanding of grading and related problems. The standard is not meant to supersede or substitute for other restrictions placed by agencies or communities. It is for this reason no mention is made as to FHA requirements or disputes that may arise as a result of similar agencies. Such agencies have written manuals or means of arbitrating such disputes.

Because this phase of construction dealing with the movement of earth is so broad and ambiguous, since each site is unique unto itself and subject to the most diverse contractual relationships, it is necessary to establish certain “ground rules” or definitions for phases of work.

If finished grading or landscaping is not included in the building contract, it is of absolute necessity the Owner promptly follow through with his grading and landscaping responsibilities and maintain a positive slope away from the foundation, including refilling any settled backfilled and trenched areas. The lack of proper maintenance in this area may cause foundation failure that will not be covered by the Builder.

**Excavation**

To remove soil to the level and outline of the proposed footings in such a way as to permit material delivery for the mason to commence work. Excavated soil is normally cast (dropped on the property) around the foundation except where lot size, site conditions and/or elevation requires its removal. Trucking costs are the responsibility of the Owner.

**Hauling (Trucking)**

Hauling away excess ground or supplying and hauling in required fill, unless otherwise specified in the contract, is the responsibility of the Owner.

**Backfilling**

To fill the exterior around a foundation or in a trench using a bulldozer or other necessary mechanical equipment utilizing only the ground which was available from such excavation or trench. The purpose of backfilling is to improve working conditions for further construction; attempt to protect the foundation from the elements such as frost, water, etc.; reduce the hazards inherent to open basements or foundations; and start the process of ground settlement, which could take three or more years depending upon the type of soil. Builder is not responsible for settling.

**Rough Grading**



Using mechanical equipment, the grader provides drainage away from the foundation in such a way as to indicate approximate grades at the building, walks, patios and driveways. This is normally done on an allowance specified in the contract. Builder is not responsible for settling.

### **Finish Grading**

Using mechanical equipment and the dirt on the site, the grader establishes the yard grade within two inches of final landscaped grade with respect to the building, walks, drive and adjoining properties. Depending on the terms of the contract this would ordinarily include the entire lot. This is often contracted for by the Owner, who is then responsible, and is the step to be performed just prior to landscaping.

### **Landscaping**

Using light machinery or hand labor the grader finishes establishment of final grade, sodding or seeding, and provides ornamental shrubbery, trees and other planting. This is often contracted for by the Owner, who is then responsible.

### **Site, Drainage and Erosion**

Site drainage must comply with all Applicable Codes in the subject jurisdiction. All sites must be prepared initially to prevent or reduce erosion from excessive water runoff. All contractual agreements made between parties will take precedence over guidelines. Owner maintenance is required after the possession of site.

#### 1. Common Defect or Problem

Settling of ground foundation, sewer or septic trenches and gravel-fill-in garage area after backfill operations.

#### Performance Standard

Backfilled ground will settle. In fact, it is the intent to permit settling before further grading is done.

#### Builder Repair Responsibility

To the extent provided in the building contract, the Builder is to perform the initial backfilling. Where the Builder is not responsible by contract for finish grade or landscaping, the Builder shall not be responsible for normal settling of backfilled or trenched areas. Lines installed by the Builder that settle excessively shall be repaired by the Builder during the first year.

#### Owner Responsibility

Unless otherwise specified by contract, fill in such depression as they occur or as soon as possible to avoid other related problems. Owner will be responsible for the replacement of scrubs, grass, other landscaping, pavement sidewalks, or other improvements affected by the placement of such fill.

2. Common Defect or Problem

Wet basement walls after backfilling, due to insufficient slope away from the foundation when Builder is responsible for backfill and/or rough grading only. "Wet" shall be defined as actual water running or trickling from, through, or under the basement wall and onto the floor, thus puddling or eventually finding the floor drain. Dampness of the walls particularly at the upper 2 and lower 1 foot are common to new Construction and should not be construed as "wet."

Performance Standard

Wet walls are usually a result of sunken areas around the foundation if the finished grading has not been performed. Proper grading, landscaping and waterproofing where applicable should eliminate damp or wet basements.

Builder Repair Responsibility

Builder to backfill in accordance to item #1, and/or waterproof where applicable.

3. Common Defect or Problem

Wet basement walls due to insufficient slope and drainage away from foundation when Builder has contracted for finish grading.

Performance Standard

While some dampness is normal, wall should not be wet as defined in item #2 above.

Builder Repair Responsibility

If landscaping is Owner's contractual responsibility and not completed within 30 days of finished grading, there is no Builder responsibility. Otherwise, Builder should correct slope as needed, other costs incidental to such correction are borne by the Builder.

Owner Responsibility

Builder to fill in depressions, as they occur, due to settling. Direct downspouts and sump pump discharge from foundation and use extensions as needed. The Owner's proper landscaping should eliminate a wet basement.

4. Common Defect or Problem

Improper drainage of the site.

Performance Standard

The Builder, to ensure proper drainage away from the Home, shall have established the necessary preliminary grades and swells. Standing or ponding water shall not remain for periods in excess of 48 hours in the immediate area after a rain, except that in swales which drain other areas, or in areas where sump pumps discharge, a longer period can be anticipated. Consideration must be given to the type of soil present and to the relationship to surrounding terrain. The possibility of standing water after an unusually heavy rainfall should be anticipated. 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 or in areas where sump pump receive discharge. In these areas a longer period of time can be anticipated (generally no more than 48 hours) No grading determination shall be made while there is frost or snow on the ground or while the ground is saturated.

Builder Repair Responsibility

The Builder will try to establish the proper grades and swales based on soil conditions, site and weather conditions. The Owner is responsible for maintaining such grades and swales once they have been established.

5. Common Defect or Problem

Heavy rains will cause erosion where grass and sod has not had time to be permanently established. Additional landscaping by Owner or his agent can change the topography of the site.

Performance Standard

The defects or problems can be determined by visual inspection or by additional information gathered at site inspection.

Builder Repair Responsibility

Builder to repair to original finish as closely as possible. Repairs, if required by inspection, will be made no more than one time during first year.

6. Common Defect or Problem

Grass, ornamental shrubbery, trees and other plantings die.

Performance Standard

These are items of nature and are subject to Owner's care and maintenance.

Builder Repair Responsibility

None, unless noted in writing prior to occupancy, and the Builder agreed to replace the plantings.

**ARTICLE 9**  
**Section 11**  
**Hardware and Lighting Fixture Standards**

Background:

All hardware and lighting fixtures are finished products. Care should be taken to protect them, especially during painting and staining. Owner maintenance is required. The Owner should make sure not to use abrasive products (i.e. lacquer thinner, solvents, cleaners and cleaning solutions, etc.) to clean the hardware and light fixtures.

It should be understood that, as we come into contact with hardware and lighting fixtures, the natural chemicals in our bodies will cause a breakdown of the finish in time. It should be understood that there will be color variations within finishes.

Any hardware or light fixtures with a protective coating will gradually tarnish and eventually take on an antique appearance. Atmospheric conditions, direct sunlight, caustic agents such as cleaners or scratches from contact with sharp objects may cause the protective coating to crack or peel, exposing the natural material, causing spotting and discoloration. The integrity of the surface under such conditions of exposure is not warranted. Initial care for these products requires only periodic cleaning with mild nonabrasive soap and light buffing with a soft cloth.

Regarding breakage of glass in light fixtures, it should be noted that such breakage is the responsibility of the manufacturer or Builder only until acceptance of delivery. Upon delivery, it is the Owner's responsibility.

1.     Common Defect or Problem  
Finish on hardware or lighting fixture wears off.  
      Performance Standard  
If the defect is caused by products such as lacquer, stain or varnish that was applied by the Builder's subcontractor, the Builder is responsible for correcting.  
      Builder Repair Responsibility  
If the defect was caused by the Builder's subcontractor, the Builder is to replace or repair. If due to natural causes or negligence on the part of the Owner, the Builder is not responsible.
  
2.     Common Defect or Problem  
Locks do not work.  
      Performance Standard  
All locks must work.  
      Builder Repair Responsibility  
Builder to make repairs and adjustments ONE TIME ONLY during the warranty period. A faulty lock is covered by the manufacturer's one-year warranty.

3. Common Defect or Problem

Lights or fans do not work.

Performance Standard

Wiring to fixture must be operative.

Builder Repair Responsibility

Builder is to repair defective wiring to lights and fans. If it is found that the fixture is inoperative, it would fall under a manufacturer's warranty. If the fixture was Owner supplied, the Owner will be responsible for the cost of the service call.

**ARTICLE 9**  
**Section 12**  
**Heating and Sheet Metal Standards**

Background:

Heating and cooling systems are specified by Applicable Code, with the equipment selection (size and capacity) being dependent upon the size of the Home, outside design temperatures, and anticipated heat loss due to the home design. It should be noted that temperatures in the Home may vary due to wind direction, windows, doors, etc. If parts of the Home are colder than others, running the blower of the furnace constantly may help.

Cleaning of furnace filters is an Owner's responsibility.

1.     Common Defect or Problem  
Noisy ductwork.  
    Performance Standard  
    When metal is heated it expands and when cooled it contracts. The result is "ticking" or "crackling" which is generally to be expected and shall be considered acceptable.  
    Builder Repair Responsibility  
    Installation to comply with Applicable Codes.
  
2.     Common Defect or Problem  
Oilcanning.  
    Performance Standard  
    The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not "oilcan." The booming noise caused by "oilcanning" is not acceptable.  
    Builder Repair Responsibility  
    Builder to correct to eliminate this sound.
  
3.     Common Defect or Problem  
Furnace not placed as per plan.  
    Performance Standard  
    Due to heating design, venting and layout, the furnace location is to be determined by a heating contractor.  
    Builder Repair Responsibility  
    None.

4. Common Defect or Problem  
Inadequate heating.  
Performance Standard  
Heating system shall be capable of producing an inside temperature of 70°F, as measured in the center of each room at a height of 5' above the floor, under local outdoor winter design conditions of -10°F specified in the ASHRAE handbook. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted.  
Builder Repair Responsibility  
Builder will correct heating system to provide the required temperatures. However, the Owner shall be responsible for balancing dampers, registers and other minor adjustments. Builder shall not be responsible when installation follows guidelines of Special Rate Programs offered by utility companies if utility standards are lower than manufacturers' recommendations.
  
5. Common Defect or Problem  
Inadequate cooling.  
Performance Standard  
Where air-conditioning is provided, the cooling system shall be capable of maintaining a temperature of 78°F, as measured in the center of each room at a height of 5' above the floor, under local outdoor summer design conditions as specified in the ASHRAE handbook. In the case of outside temperatures exceeding 95°F, a differential of 15°F from the outside temperature will be maintained where there is excessive glass, this may not be attainable. Owner should be advised on the use of shading in that area. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted.  
Builder Repair Responsibility  
Builder will correct system to meet temperature conditions, in accordance with specifications. Builder shall not be responsible for changes when installation follows guidelines of special rate programs offered by utility companies if utility standards are lower than manufacturers' recommendations.
  
6. Common Defect or Problem  
Temperature in Home is different than temperature set on the thermostat.  
Performance Standard  
If thermostat is properly calibrated according to equipment specs, temperature should not differ more than 4°.  
Builder Repair Responsibility  
Builder to repair if there is a difference of more than 4°.

7. Common Defect or Problem  
Kitchen or hood fan lets cold air into Home.  
Performance Standard  
All exhaust fans should have dampers, but drafts may develop during cold or windy weather. Because Applicable Code requires boring through the outside wall, there also may be some condensation.  
Builder Repair Responsibility  
None. Owner should check to make sure damper operates and notify Builder to repair if it does not operate.
8. Common Defect or Problem  
Moisture runs back in at bath vent fan.  
Performance Standard  
See # 11.  
Builder Repair Responsibility  
See # 11.
9. Common Defect or Problem  
Furnace is noisy.  
Performance Standard  
New furnaces are noisier due to design and blower size.  
Builder Repair Responsibility  
Builder to have manufacturer's representative determine if noise is excessive.
10. Common Defect or Problem  
Condensation lines clog up.  
Performance Standard  
Condensation lines may clog eventually under normal use. This is an Owner's maintenance item. Builder shall provide unobstructed condensation lines at time of first occupancy.  
Builder Repair Responsibility  
None if installed properly. Builder shall provide unobstructed condensation lines at time of first occupancy.
11. Common Defect or Problem  
Excessive humidity in Home.  
Performance Standard  
See Chapter 20, Moisture Standards.  
Builder Repair Responsibility  
See Chapter 20, Moisture Standards.



12. Common Defect or Problem

Settling of air conditioning slab.

Performance Standard

Owner is required to maintain a proper slope and fill in dirt underneath slab.

Builder Repair Responsibility

Builder shall level within the first year.

# **ARTICLE 9**

## **Section 13**

### **Insulation Standards**

#### Background:

Insulating is the process by which a fire resistant material is installed at the perimeter or outer envelope of the structure to act as a barrier to create a resistance to heat flow. This produces a more controlled interior comfort climate and conserves energy. The primary characteristic that is desired in an insulating material is the ability to trap a gas to increase the resistance to heat flow. Physically, the efficiency of the insulating material increases as either the bulk of the air entrapped is increased or the movement of the gas is decreased within a given volume of insulating material.

The measurement of insulating effectiveness is called “resistance to heat flow” and is expressed as “R Value.” Each manufacturer is required to label materials with its resistance to heat flow at 75°F mean temperature (R Value). R Value is a number rating system. As R increases, the overall effectiveness of the insulating material increases. Caution – Insulation may not cover an entire surface. Its R Value must be averaged with other assembly material(s) to give a true total average R Value.

Minimum R Value is established by the State Energy Code.

The commonly used fibrous insulating materials are mineral wool, fiberglass and cellulose. These materials are selected for their large ratio of surface area to mass of the material in order to better entrap air. The normal form of the insulating material is either the blown loose material, as is most often used in the ceiling, or the batt form. Other forms are rigid materials such as polyurethane or polystyrene, which are usually supplied in panel form or are sprayed in their application.

Air infiltration can be further minimized by the installation of weather-stripping and caulking. Both require owner maintenance throughout the life of the Home. Some infiltration will occur under certain temperatures and wind conditions.

The system of electric boxes and wiring on exterior walls produces an air flow passage whereby the cold or outside air can be drawn through the outlet into the room under most heating conditions, since the outside of the Home is at a higher pressure than the inside. Also, venting for fans will produce some air flow. With acceptable building practices, this situation is virtually unpreventable, as are certain other situations resulting from many openings that do not exist in the Home under normal construction.

Moisture in insulation causes it to lose its insulating value. Therefore, vapor barriers are put on the inside to keep moisture from entering into the walls and ceilings. It is also important to properly vent the attic to create airflow. This can be accomplished with roof vents, gable louvers, ridge vents and soffit vents. Cathedral ceiling areas, where there is no attic, require proper ventilation. Year round ventilation is necessary.

Insulation and ventilation Performance Standards in some locations are specified by the Applicable Code.

You may wish to refer to the Moisture Standard (Chapter 20) for additional information.

With the above background on the insulation material in mind, the following are the most common problems occurring in the area of insulation:

1.     Common Defect or Problem  
Pipes freeze.  
    Performance Standard  
Drain, waste and vent, and water pipes shall be adequately protected, as required by Applicable Code, during normally anticipated cold weather, and as defined in accordance with ASHRAE design temperatures, to prevent freezing.  
    Builder Repair Responsibility  
Builder will correct situations not meeting the Applicable Code. It is the Owner's responsibility to drain or otherwise protect lines and exterior faucets and hose bibs (even if they have an anti-siphon valve attached) exposed to freezing temperatures.
  
2.     Common Defect or Problem  
Moisture condensation on windows.  
    Performance Standard  
Moisture condenses on the window because it is the coldest object in any given room. Glass has a much higher rate of heat transmission than other surfaces; hence, it is the colder surface during the normal heating season. Moisture condensation on windows is an indication of either too much moisture in the room, or poor circulation of the moisture that is present. The owner can minimize this condition by merely opening a window to permit the excess moisture to escape or by installing a dehumidifying system if the condition persists. It should be noted that in homes with humidification equipment, the formation of moisture on the windows is an indication that the humidifying equipment is set too high and producing too much moisture. It is also recommended that screens be removed from casement windows during the heating season.  
    Builder Repair Responsibility  
None, except to explain to the owner more thoroughly how this condition is caused.
  
3.     Common Defect or Problem  
Drafts at baseboards.  
    Performance Standard  
The juncture of the floor and wall system is conducive to openings so a certain amount of draft is permissible, although it should be minimized.  
    Builder Repair Responsibility  
Builder to check out the areas to assure the air leakage is at a minimum.

4. Common Defect or Problem  
Drafts from electric outlets.  
Performance Standard  
Electrical junction boxes on exterior walls may produce airflow whereby the cold air can be drawn through the outlet into a room.  
Builder Repair Responsibility  
Builder to check out the areas to assure the air leakage is at a minimum.
  
5. Common Defect or Problem  
Drafts from recessed lights, ceiling fans and vent fans.  
Performance Standard  
Drafts in these areas are normal.  
Builder Repair Responsibility  
None, as long as there is proper insulation around the unit.
  
6. Common Defect or Problem  
Drafts around doors and windows.  
Performance Standard  
Doors and windows are cold spot sources and some infiltration of air must be expected. Proper weather-stripping and insulating around these areas can minimize air passage. However, depending on the type of window (i.e. double hung and sliding windows will have more air infiltration than casement or stationary windows) and under certain temperature and wind conditions, some infiltration will be observed by the Owner.  
Builder Repair Responsibility  
Builder to inspect and adjust poorly fitted weather-stripping. If draft comes around casings, Builder to make sure insulation is in place around window wherever possible.
  
7. Common Defect or Problem  
Blown insulation in attic displaces.  
Performance Standard  
This may occur due to wind and air movement in the attic.  
Builder Repair Responsibility  
During the first year, Builder to redistribute insulation to meet the Applicable Code.
  
8. Common Defect or Problem  
Blown insulation in attic settles.  
Performance Standard  
During the first year insulation should not settle. However, after time, settling will occur.  
Builder Repair Responsibility  
Builder to correct during first year.

9. Common Defect or Problem  
Not enough insulation.  
Performance Standard  
The Builder must provide the R Rating as specified by the Applicable Code or contract.  
Builder Repair Responsibility  
Builder to correct to standard.
  
10. Common Defect or Problem  
Gaps at the top of batt insulation.  
Performance Standard  
There should be no gaps.  
Builder Repair Responsibility  
Builder to insulate or foam spaces to fill gaps.

**ARTICLE 9**  
**Section 14**  
**Masonry and Concrete Standards**

Background:

Masonry and concrete work in residential construction provide the base structure upon which the Home is built, and a permanent fire-proof construction and weatherproof exterior. The work is performed with quarried natural materials or with products manufactured by relatively simple processes, which have been selected for their wearing qualities. As such, they are subject to the same weathering phenomena as in their natural state, such as erosion, freezing and thawing, chipping, natural color variations and non-uniformity of size. Masonry work can be performed with an almost infinite variety of materials, methods of application, and techniques of installation. This permits the owner an almost infinite range of personal choice but at the same time, once that choice has been made, creates a situation that can never be exactly duplicated. Masonry, more than any other trade, is dependent upon the variation of the product and the techniques of the individual mason or workman.

Masonry and concrete work consist of four primary divisions:

1. The construction of a basement, which may be either cast-in-place (poured) concrete or concrete block masonry installed on footings.
2. The placing (pouring) of flat slab areas consisting of footings, basement and garage floors, stoops, patios, walks or drives.
3. The veneering of the exterior of some structures with brick, stone or other masonry products.
4. The construction of fireplaces and chimneys.

Concrete is subject to several natural changes. The first is shrinkage in the hardening process, which creates shrinkage cracks; the type most common in concrete work, especially in flat slabs. Shrinkage cracks themselves do not affect the integrity of the surface. Concrete is subject to the elements and is attacked by certain chemicals. Pitting, scaling or spalling can develop under unusual conditions or when certain salt or chemicals are placed on a slab in winter for ice removal or drop from a car onto a garage slab and/or drive. A certain amount of surface dusting is normal. Proper owner maintenance can alleviate most of these situations. A sealer can be applied by the Owner to the concrete to minimize dusting, spalling and effects from chemicals.

Cracking is a characteristic of concrete, and cracks in concrete walls or mortar joints of block foundations generally do not affect the structural strength of the Home. Cracks are caused by settling of the Home, shrinkage of concrete, expansion and contraction of concrete, and may occur continually throughout the life of the Home.

Settling is a natural phenomenon in the construction of a new home, and concrete slabs are subject to the settling process. For this reason it is recommended that wherever possible, the construction of floating slabs, such as patios, walks and drives, be postponed until at least the end of the first year of occupancy or even longer so that a more stabilized soil condition will be available prior to actually doing the work.

Masonry and concrete work is also subject to color and texture variations due to the nature of the materials. Repairs, when made, seldom match in color and some variation is to be expected by the owner.

When selecting a veneer material, predominantly a matter of owner preference, many factors enter in, such as: the bond or pattern to be used for the brick or stone; the selection of the type of mortar joint (whether struck, raked or weeping pattern); the color of the mortar and the shading variation from batch to batch; the shades of the material involved and their relative contrast with the mortar chosen; the choice of material size, standard or king size brick or the type of stone chosen; and, finally, the individual workmanship of the mason. All of these variables set up a distinctive situation within the masonry field.

1. Common Defect or Problem

Leaks in basement or wet basement.

Performance Standard

No leaks or flow of water are acceptable, except when caused by an improper ground pitch away from the foundation (a proper pitch is 6" down for every 10' out from the foundation and must be maintained by the owner), or improper landscaping or subterranean problems where the responsibility is defined as the owner's by the building contract. Leaking conditions should not be confused with dampness or moisture, which can be expected by the owner during the first year of the settling process, or with condensation during the summer months. If the basement had an engineered waterproofing system applied, then the owner should refer to the manufacturer's warranty.

Builder Repair Responsibility

Builder should correct as required. After correction, any openings made in order to correct should be repaired. Color variations in repairs are to be expected.

2. Common Defect or Problem

Cracked basement walls.

Performance Standard

Hairline cracks in mortar joints or cast-in-place concrete not exceeding 1/8" average width or hairline cracks in a single isolated block not extending to any adjacent blocks, providing these cracks do not cause a leaking problem are acceptable. If the cracks are caused by an improper pitch away from the foundation or owner landscaping, it is the responsibility of the owner to repair.

Builder Repair Responsibility

Builder to repair any cracks in mortar joints or poured walls exceeding 1/8" average width. Unless structural danger exists, repairs should be made approximately a year after occupancy to permit normal settling through the stabilization period. Broken blocks should be removed from the inside and repaired with a 4" block. Grout colors should be matched

as closely as possible, but color variations should be expected by the owner. Exterior repairs will not be made except in the case of major structural damage.

3. Common Defect or Problem

Cracking of basement floor.

Performance Standard

Shrinkage cracking is to be expected and requires no repair unless one or both of the following conditions exist:

- a. If the two surfaces of the crack are mismatched in height by more than 3/16”.
- b. If the shrinkage occurs non-uniformly (i.e. all in one crack rather than several) and exceeds 3/16” average width.

Builder Repair Responsibility

Builder should correct using a latex filler, surface patching or other method as required, grinding surfaces smooth in case of mismatch. Owner is cautioned that repair will not match in color and a hairline crack may reappear.

4. Common Defect or Problem

Cracking of garage slab.

Performance Standard

Cracks in garage slabs in excess of 1/4” in width or 1/4” in vertical displacement shall be repaired.

Builder Repair Responsibility

Builder will repair cracks exceeding maximum tolerances by surface patching or other methods as required. See repair method for #3.

5. Common Defect or Problem

Cracks in patio, walks and drives.

Performance Standard

Except as may be otherwise covered by contract, no warranty against settling can be extended for floating slabs installed on soil which is less than 95% compacted. Cracks in excess of 1/4” in width or 1/4” vertical displacement on a surface which is 95% compacted shall be repaired. It should be noted that floating slab type concrete should not be installed until at least the end of the first year, if possible.

Builder Repair Responsibility

Builder to repair to meet Performance Standard. If replacement of a section is required, the minimum section be removed from the walk, drive or patio at the blind or open joint.



6. Common Defect or Problem  
Pitting, scaling or spalling and chert pops of concrete work.  
Performance Standard  
The aggregate in concrete work should not be exposed unless it is caused by a concentration of water, freezing and thawing, use of salt or other chemicals and mechanical implements and other factors beyond the Builder's control. **Owner should consider sealing the concrete.**  
Builder Repair Responsibility  
Builder to correct using of a latex filler or grind to remove defect to meet acceptable tolerance. Owner is cautioned latex repair will not match in color.
  
7. Common Defect or Problem  
Powdering or chalking of concrete work.  
Performance Standard  
Powdering or chalking may occur. Builder should advise owner to seal the surface with a concrete sealing compound.  
Builder Repair Responsibility  
None. However, only if the surface is soft, other repairs may be required. These are rare and severe instances which Builder would then be required to correct.
  
8. Common Defect or Problem  
Low spots in concrete slabs, except for stoops with foundations.  
Performance Standard  
No water pockets exceeding 1/4" depth shall exist in any slab within 32" length. Where a level slab has been requested by the owner or in basements, water pockets may appear.  
Builder Repair Responsibility  
Builder to correct to meet Performance Standards by filling with a latex or equivalent filler or grind as necessary. Finished repair should be feathered and smoothed. Minor color variations are to be expected.
  
9. Common Defect or Problem  
Cracking of stoops with foundations.  
Performance Standard  
The effects of cracks or settling with inadequate drainage on stoops make acceptable tolerances much lower than for other slab forms. All cracks, except hairline cracks with no settling, require repair. Minor chips and cracks just beyond the acceptable tolerance should be corrected with a latex filler and beyond that point when complicated by settling.  
Builder Repair Responsibility  
Builder to correct to meet Performance Standard.

10. Common Defect or Problem  
Water stands on stoops with foundations.  
Performance Standard  
No measurable water depth exceeding 1/16'' is permissible on stoops.  
Builder Repair Responsibility  
Builder to correct to meet Performance Standards by filling with a latex filler or grinding.  
If the defect becomes qualified under item #9 on stoops, it shall be replaced as stated in that item.
11. Common Defect or Problem  
Settling, heaving or separating of stoops, steps or garage floors.  
Performance Standard  
Stoops, steps or garage floors shall not settle, heave or separate in excess of 1'' from the house structures.  
Builder Repair Responsibility  
Builder will take whatever corrective action is required to meet the Performance Standard.
12. Common Defect or Problem  
Basement floor does not pitch to floor drain.  
Performance Standard  
Basement floors are only pitched in the immediate area of the floor drain. When there is to be a finished floor area around the drain, floors will not be pitched.  
Builder Repair Responsibility  
None, if the floor meets the Performance Standard.
13. Common Defect or Problem  
Cracks in mortar joints of brick or other masonry veneer walls.  
Performance Standard  
Small hairline cracks due to shrinkage are common in mortar joints in masonry veneer construction as long as they don't exceed 1/8'' width.  
Builder Repair Responsibility  
Builder will repair cracks in excess of Performance Standards by pointing or patching. These repairs shall be made at the end of the first year of the warranty period. Owner should note that there will be a color variation between old and new mortar.
14. Common Defect or Problem  
Brick is different color than what was selected or colors vary.  
Performance Standard  
Due to the natural materials used to make brick, there will be color lot variations. Even within a lot, brick may vary in color.  
Builder Repair Responsibility  
None.

15. Common Defect of Problem

The foundation is out of square

Performance Standard

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

Builder Repair Responsibility

The Builder will make necessary modifications to the foundation not complying with the performance guidelines for squareness to provide a satisfactory appearance. The Builder may square the first floor deck or walls by cantilevering over the foundation or locating the deck or walls inset from the outside face of the foundation. Squareness is primarily an aesthetic consideration. The corrective measure emphasizes the primarily aesthetic nature of squareness and makes the criterion for correction a satisfactory appearance. This allows the contractor to make either a structural change or some cosmetic modification as is most appropriate. There are many instances in which the squareness of a foundation is inconsequential because subsequent construction provides an opportunity to make corrections.

16. Common Defect or Problem

A poured concrete wall is bowed.

Performance Standard

Concrete walls will not bow in excess of 1 inch in 8 feet when measured from the base of top of the wall.

Builder Repair Responsibility

The Builder will repair any deficiencies in excess of the performance guideline. If the wall is to remain unfinished according to the contract and the wall meets Applicable Codes as evidenced by passed inspections, then no corrective action is required by the contractor.

**ARTICLE 9**  
**Section 15**  
**Moisture Standards**

Background:

Because of the greater amount of desired and required insulation, including vapor barriers, caulking, tighter windows and building practices used to cut down air infiltration, new Homes have become more energy efficient. In some Homes this can also cause problems with high humidity. The Homes are so tight that normal humidity caused by cooking, breathing, showering, etc. builds up inside the Home. This can cause steamed-up windows, condensation around outlets or recessed lights and even drywall damage. When these conditions are first noticed, it is important to exhaust the humidity from the Home. This can be done by running bath fans and vented cooking exhaust fans when necessary, using a dehumidifier, making sure the Owner's dryer is vented outside, installing an air-to-air heat exchanger or opening the Home and letting the inside air exchange with the outside air.

The installation of dehumidification and humidification equipment and air-to air exchangers is usually an Owner option. Proper levels of humidity must be maintained. Just as too much moisture causes problems as described above, insufficient humidity or excessive dryness can cause other serious problems.

It should be pointed out that household size, lifestyle and outdoor temperatures will affect the humidity level in the Home. A Home with an enclosed pool can be the source of excessive damaging moisture and requires special care in design, use and maintenance. To a lesser degree, saunas, hot tubs and whirlpools also require similar care. The Owner is responsible for maintaining proper temperatures and humidity in the Home as well as for damage caused by failure to do so.

As outside temperatures drop, the indoor relative humidity level of your Home should be decreased. For Homes equipped with at least insulating glass on their windows, the following levels can be used to keep window condensation to a minimum:

Humidity for:	Inside Relative:
<u>Outside Air Temperature</u>	<u>70 Degrees F Indoor Air Temp.</u>
-20 degrees F	15 to 20 percent
-10 degrees F	20 to 25 percent
0 degrees F	25 to 30 percent
+1 degrees F	30 to 35 percent
+20 degrees F	35 to 40 percent

1. Common Defect or Problem  
Moisture condensation on windows.  
Performance Standard  
Moisture condenses on the window because it is the coldest object in any given room. Glass has a much higher rate of heat transmission than other surfaces; hence, it is the colder surface during the normal heating season. Moisture condensation on windows is an indication of either too much moisture in the room, or poor circulation of the moisture that is present. The Owner can minimize this condition by merely opening a window to permit the excess moisture to escape or by installing a dehumidifying system if the condition persists. It should be noted that in Homes with humidification equipment, the formation of moisture on the windows is an indication that the humidifying equipment is set too high and producing too much moisture. It is also recommended that screens be removed from casement windows during the heating season.  
Builder Repair Responsibility  
None, except to explain to the Owner more thoroughly how this condition is caused.
  
2. Common Defect or Problem  
Moisture in attic.  
Performance Standard  
Builder must provide adequate ventilation to all areas of attic.  
Builder Repair Responsibility  
Builder to meet Performance Standards so that no moisture forms in the attic during normal weather conditions.
  
3. Common Defect or Problem  
Dampness and moisture on basement walls, floors, pipes, etc.  
Performance Standard  
Owner should make sure that clothes dryer has been vented to the outside and no internal heat moisture recovery device is being used. Electronic dampers, if applicable, on furnace should be checked. Walls and slabs are cold due to ground conditions; warm moist air strikes the cold surfaces and condenses. Direct outside air should not be brought in as it is usually very moist during spring, summer and fall and the problem will be increased if such air is brought into the Home.  
Builder Repair Responsibility  
None, other than explaining the causes to the Owner and advising the use of a dehumidifier and increasing air circulation.

4. Common Defect or Problem  
Water appears on interior crawl space surfaces.  
Performance Standard  
Crawl spaces should be graded and drained properly to prevent water from accumulating deeper than 3/4 inch and larger than 36” in diameter in crawl spaces area. Standing or ponding water shall not remain for extended periods after a rain (generally, no more than 48 hours) except in surfaces that drain other areas or in areas where sump pumps discharge. In these areas a longer period can be anticipated. The possibility of standing water after an unusually heavy rainfall should be anticipated by the Owner.  
Builder Repair Responsibility  
The Builder will take the necessary corrective measures to create positive flow within the crawl space to discharge water to the exterior of the structure.
  
5. Common Defect or Problem  
Condensation on skylights.  
Performance Standard  
All skylights can develop condensation due to high humidity levels. If skylight is in bathroom, ventilating fans should always be used or the window opened.  
Builder Repair Responsibility  
Builder not responsible for humidity levels in Home.
  
6. Common Defect or Problem  
Condensation on toilets.  
Performance Standard  
Condensation may occur during high humidity times of the year.  
Builder Repair Responsibility  
Builder not responsible for humidity levels in the Home.
  
7. Common Defect or Problem  
Condensation or frost on electrical outlets.  
Performance Standard  
Electrical junction boxes on exterior walls may produce airflow whereby the cold air can be drawn through the outlet into a room, sometimes creating condensation or frost.  
Builder Repair Responsibility  
None.
  
8. Common Defect or Problem  
Mildew or fungus on painted surfaces.  
Performance Standard  
Mildew or fungus will form on a painted surface if the structure is subject to abnormal exposures or excessive moisture.  
Builder Repair Responsibility  
None. Mildew or fungus formation is a condition the Builder cannot control and is an Owner maintenance item.

**ARTICLE 9**  
**Section 16**  
**Painting and Staining Standards**

Background:

Preservation is the primary purpose of painting, varnishing and staining as they protect exposed surfaces, both interior and exterior, from environmental conditions and moisture penetration.

The prime cost in this type of work is labor, and for that reason Owners often undertake the responsibility for painting/staining their Homes. In such cases, the Owners undertake all responsibility for the painting/staining contract unless otherwise specified. In any event, the party who undertakes the painting/staining contract, be it Owner or the Builder, assumes responsibility for:

- Promptly and properly providing protection to exposed surfaces to prevent damage due to deterioration of unfinished surfaces. Warping, checking, cracking, dry rot and blackening of lumber or millwork, which takes place due to improper, untimely or no painting/staining is the responsibility of the party contracting for the painting/staining. Millwork manufacturers do not normally extend warranties on their product against warping or cracking unless the surface has been properly finished. Special care must be exercised to assure that all sides and edges of doors are sealed to prevent warping.
- Properly preparing the surface to accept the paint, stain or wallpaper, including filling nail holes and filling or sanding of imperfections.
- Properly applying material in accordance with manufacturer's recommendations.
- The number of coats to be applied as specified in the contract.
- Replacing hardware, fixtures and doors if they are removed for painting/staining or other finishing.
- Consequential damages are not the responsibility of the Builder.
- By applying surface material or wall covering, the painting or wall covering contractor implies an acceptance of the work underneath.
- Grain variations in wood will accept stain differently; therefore, it is not uncommon for two pieces of the same type wood, stained with the same product, to vary in color. An attempt should be made by the painter to leave small quantities of all paints and stains for future touch up, if there is any left.

Some breakdown of the finish may occur around heavy concentrations of moisture (i.e. ranges, dishwashers, coffeepots, etc.) and is an Owner maintenance item.

Varnished, painted or stained millwork and floors must be cared for like furniture and cannot be scrubbed. Exterior varnished surfaces require more maintenance than painted surfaces.

1. Common Defect or Problem

Exterior paint or stain peels, chinks or fades, including gutters, downspouts or other sheet metal areas.

Performance Standard

The occurrence of peeling, chalking or fading should not occur during the warranty period unless the Builder has specifically informed the Owner that the particular color chosen may fade or chalk.

Builder Repair Responsibility

Builder shall properly repaint affected areas, matching color as closely as possible. Owner must understand touch-ups may not match exactly. Should the paint deterioration affect the majority of a wall or area, the area should be repainted. The Builder shall repaint in accordance with standards of good workmanship, but no warranty will be extended on the newly repainted surfaces.

2. Common Defect or Problem

Repainting of areas affected by drywall repairs.

Performance Standard

Industry standards require that the Builder repaint new areas or repaired areas where painting has been affected by repairs only when responsible for the painting contract. Repairs required shall be finished to match surrounding areas as closely as possible. Owner must be aware that there may be a slight color mismatch.

Builder Repair Responsibility

Builder will finish repair areas as indicated above.

3. Common Defect or Problem

Ceiling not painted originally or after repair.

Performance Standard

Industry standards do not require painting of ceiling unless specified in contract or specifications. Ceiling drywall repairs do not require painting if the painting of ceilings was not specified in the contract.

Builder Repair Responsibility

None, unless ceiling painting was specified in the contract or specifications.



4. Common Defect or Problem  
Deterioration of varnish, polyurethane or lacquer finishes.  
Performance Standard  
Natural finishes on interior woodwork shall not deteriorate during the first year of the warranty period. However, varnish type finishes used on the exterior will deteriorate rapidly and are not covered by the warranty. Millwork and floors must be cared for like furniture and cannot be scrubbed.  
Builder Repair Responsibility  
Builder will refinish affected areas of interior woodwork, matching the color as closely as possible.
5. Common Defect or Problem  
Insufficient coats applied.  
Performance Standard  
Builder is responsible to apply the number of coats specified in the contract. Pre-priming of millwork or trim does count as one coat.  
Builder Repair Responsibility  
Builder to provide the proper number of coats as per contract.
6. Common Defect or Problem  
Paint and stain inside closet not of quality of other interior surfaces.  
Performance Standard  
Quality of workmanship may be lower in confined quarters where space limitations affect ability of workman to work freely.  
Builder Repair Responsibility  
Builder to paint and stain in a proper workmanlike manner within limitations stated above.
7. Common Defect or Problem  
Mildew or fungus on painted surfaces.  
Performance Standard  
Mildew or fungus will form on a painted surface if the structure is subject to abnormal exposures or excessive moisture.  
Builder Repair Responsibility  
Mildew or fungus formation is a condition the Builder cannot control and is an Owner maintenance item.
8. Common Defect or Problem  
Color variations within similar woods after staining.  
Performance Standard  
Since wood is a natural product and its grain structure is unique for each piece of wood, Builder cannot guarantee an exact color match.  
Builder Repair Responsibility  
None.

9. Common Defect or Problem  
Color variations between different types of woods after staining.  
Performance Standard  
Dissimilar woods cannot be matched exactly.  
Builder Repair Responsibility  
None.
10. Common Defect or Problem  
Doors warp.  
Performance Standard  
The Owner should note that during the initial building stabilization period, it is not unusual for doors to warp or twist and alternately stick or not close as the Home goes through its initial settling and drying period, especially over the first heating season. The Builder is obligated only to make replacements after this initial stabilization period, since often the door straightens in that process. Doors must be sealed on all six sides by the person contractually responsible for painting/staining.  
All interior doors, closet doors, cabinet doors or drawers whose warpage exceeds the National Woodwork Manufacturers Association Standards (approximately ¼ “ in most cases), and where the warp cannot be corrected by adjustment of either jambs, stops, and/or hinges and cabinet catches to properly latch after initial stabilization period of the Home, approximately the end of the first year, shall be replaced by the Builder assuming the person responsible for painting/staining has sealed all six sides.  
Builder Repair Responsibility  
Builder to adjust, upon request of the Owner, one time only, preferably at the end of the warranty period, any doors that fail to operate properly, assuming that all six sides have been sealed by Owner if Owner was responsible for painting/staining. Replace any doors, which cannot be corrected to be within Performance Standards after stabilization. Refinishing to be the responsibility of party contractually responsible for painting/staining.

**ARTICLE 9**  
**Section 17**  
**Plumbing Standards**

Background:

Plumbing system installation is performed by licensed contractors in accordance with detailed Applicable Code. Applicable Code was established primarily for individual and public health reasons.

1.     Common Defect or Problem  
Leakage of any kind from piping.  
Performance Standard  
No leaks of any kind should exist in any soil, waste, vent or water pipe.  
Condensation on pipes or sweating fixtures does not constitute a leak.  
Builder Repair Responsibility  
Builder shall make necessary repairs to eliminate leakage.
  
2.     Common Defect or Problem  
Faucet leak or valve leak.  
Performance Standard  
No valve or faucet should leak.  
Builder Repair Responsibility  
Builder shall repair or replace the leaking faucet or valve. Washer or cartridge replacement is an Owner's responsibility after the first year.
  
3.     Common Defect or Problem  
Water pipe banging/water hammer.  
Performance Standard  
There can be some instances when the electric valves on appliances or single control valves are shut off fast, which can cause some banging.  
All noises due to water flow and pipe expansion cannot be removed.  
Builder Repair Responsibility  
Builder is responsible to have pipes fastened properly.
  
4.     Common Defect or Problem  
Fixtures do not hold water.  
Performance Standard  
Stoppers on fixtures should retain water for a sufficient length of time to accomplish the fixture's intended use.  
Builder Repair Responsibility  
Builder to correct until fixture holds water to meet performance standard.

5. Common Defect or Problem  
Cracking, scratches or chipping of porcelain, fiberglass surfaces or faucets.  
Performance Standard  
Chips, cracks and scratches on surfaces of bathtubs, kitchen sinks and faucets can occur when surface is hit with sharp or heavy objects.  
Builder Repair Responsibility  
Builder shall repair any fixture or fitting which is outside acceptable standards as defined by the manufacturer. Builder is not responsible for repairs unless damage has been reported to Builder in writing at preoccupancy inspection prior to closing.
6. Common Defect or Problem  
Stopped-up sewers, fixtures and drains.  
Performance Standard  
Sewers, fixtures and drains should operate properly to accomplish their intended function.  
Builder Repair Responsibility  
Builder will not be responsible for sewers, fixtures and drains, which are clogged through natural causes or the Owner's negligence. If a problem occurs, the Owner should consult Builder for a proper course of action. Where defective construction is shown to be the cause, Builder will assume the cost of the repair. Where Owner negligence is shown to be the cause, the Owner shall assume all repair costs.
7. Common Defect or Problem  
Waste disposal unit does not operate properly.  
Performance Standard  
Disposal unit must accomplish its intended function.  
Builder Repair Responsibility  
Builder will repair any defective fixture or fitting which does not meet acceptable standards, as defined by the manufacturer, unless caused by Owner negligence.
8. Common Defect or Problem  
Sump pump does not operate.  
Performance Standard  
Sump pump should reasonably be expected to perform for a one-year period satisfactorily, unless unusual conditions such as underground springs or high water tables are encountered. Owner is responsible for maintaining a proper grade and downspout extensions should be used to keep water from pooling near foundation.  
Builder Repair Responsibility  
Builder shall repair or replace malfunctioning sump pump, except under unusual conditions.
9. Common Defect or Problem  
Inadequate flushing of toilets.  
Performance Standard  
It is not unusual for a toilet to be flushed twice due to energy conservation fixtures.  
Builder Repair Responsibility  
None, unless it is a manufacturer's defect or plumbing clog which is the cause.

10. Common Defect or Problem  
Plumbing pipes freeze and burst.  
Performance Standard  
Drain, waste, vent and water pipes shall be adequately protected, as required by Applicable Code, during normally anticipated cold weather, and as defined in accordance with ASHRAE design temperatures, to prevent freezing.  
Builder Repair Responsibility  
Builder will correct situations not meeting Applicable Code. It is the Owner's responsibility to drain or otherwise protect lines and exterior faucets and hose bibs even if they have an anti-siphon valve attached exposed to freezing temperatures.
11. Common Defect or Problem  
Condensation (sweating) of pipes.  
Performance Standard  
Condensation (sweating) is normal and may occur most often in well water systems due to the extreme cold temperature (45-50°F of water) of well water and humid basements.  
Builder Repair Responsibility  
None, unless pipe is leaking. A dehumidifier and pipe and tank insulation can be added by the Owner.
12. Common Defect or Problem  
Defective appliance or fixtures supplied by Owner.  
Performance Standard  
Any appliances or fixtures supplied by the Owner will not be warranted for leakage, etc. by the Builder. There may be some instances where a plumber will not install an Owner's fixtures if the fittings are not proper. Builder Repair Responsibility  
None.

**ARTICLE 9**  
**Section 18**  
**Roofing Standards**

**Background:**

The purpose of roofing material is to form a weatherproof surface, which prevents water or snow from entering the Home. The materials used must be both waterproof and wind-resistant to afford effective protection of the dwelling.

Roofing materials have various life expectancies. Life expectancy is dependent upon building orientation to the sun and roof slope. The manufacturer provides a written warranty for each particular product, which delineates what is and is not covered. Although the sun is the major damaging force, wind and moisture also cause deterioration.

There are several types of roofing material used including asphalt, glass fiber, asbestos, wood tile and slate. The normal measurement of shingling material is the "square" which represents enough material to cover 100 square feet of roof area. Most man-made roofing materials are sold on the basis of longevity rather than weight and can be divided into several categories: organic vs. fiberglass, standard, laminated and specialty.

Wood shakes, slate, metal, tile and other specialized roofing materials each have a specific method of installation recommended by the manufacturer.

Shingle underlayment must be applied directly to roof boards. The purpose for this underlayment is as a secondary barrier to the roof covering.

Roofs or flashing should not leak under normally anticipated conditions. However, occasionally leakage may result from severe weather conditions, such as ice buildup, high winds or driving rain.

During extreme weather conditions, water may overflow the gutters. Owners should check gutters and downspouts regularly to prevent leaf build-up in the fall, and snow and ice dams in the winter, which can cause water to backup under shingles and cause leaks.

Storm damage to properly installed roofing is the Owner's responsibility.

It must be noted that in the case of a repair to a roof, every effort should be made by the Builder to match material and color as closely as possible. The Owner must expect color variations.

1. Common Defect or Problem

Roof leaks.

Performance Standard

Roof should not leak. See Owner's maintenance responsibility below. The integrity of the roof is dependent upon the performance of many trades. Roof application, sheet metal work, siding application, masonry, carpentry and plumbing can all have an effect on the ultimate performance of the roof system.

Builder Repair Responsibility

When a leak appears, Builder should make an inspection to assure that the proper trade makes the repair, except when the leakage is an Owner's maintenance responsibility. Owner Maintenance Responsibility

Excessive ice or snow buildup with alternate freezing and thawing can create a condition causing leakage, which is an Owner's maintenance responsibility. Owner can correct this by preventing leaf buildup gutters and removal of excess snow and ice. In severe cases, a gutter heating cable can be used. On some occasions, a driving rain with high wind velocity can produce a temporary leak. Owner can also contact Builder as to alternative suggestions on how to correct.

2. Common Defect or Problem

Chimney or chimney flashing leaks.

Performance Standard

Chimney or chimney flashing should not leak.

Builder Repair Responsibility

Builder to check and repair chimney flashing. On particularly persistent and severe leaks, the Builder may find it necessary to modify or install a saddle between the roof and the chimney to divert roof water runoff from the chimney. If the flashing is not the cause of the leak, Owner is responsible to seal masonry.

3. Common Defect or Problem

Shingles blow off.

Performance Standard

Shingles should not blow off during the warranty period except under storm conditions. It should be noted that seal down shingles require heat from the sun to cause their sealing, so that some warm weather is required to affect the full seal.

Builder Repair Responsibility

Builder to repair shingles that have blown off if not due to winds in excess of basic wind speeds (see codes). In a repair situation, the Owner is cautioned that a color mismatch in shingles may occur.

4. Common Defect or Problem  
Shingle color mismatch.  
Performance Standard  
Color variations in roofing materials are normal and acceptable and are not covered under any warranty. Angle of the sun, granule placement, pitch of the roof, and many variables can all have an effect on the appearance of the roof.  
Builder Repair Responsibility  
None.
5. Common Defect or Problem  
Broken shingles.  
Performance Standard  
Broken shingles must be replaced if reported to builder in writing prior to occupancy.  
Builder Repair Responsibility  
Builder to repair and match shingles as closely as possible.
6. Common Defect or Problem  
Standing water on flat roof.  
Performance Standard  
Flat roofs must be installed according to manufacturers' specifications.  
Builder Repair Responsibility  
Builder to repair to manufacturer's specifications.
7. Common Defect or Problem  
Moss and fungus growth on wood shake shingles.  
Performance Standard  
Under some conditions, moss and fungus tends to grow on cedar shake shingles.  
Builder Repair Responsibility  
None. Owners may wish to pursue remedies on the market that can be applied to shingles to prevent or retard these conditions.
8. Common Defect or Problem  
Skylights leak.  
Performance Standard  
Skylights should not leak.  
Builder Repair Responsibility  
Builder to repair. Care should be taken not to confuse condensation for leakage. Refer to Chapter 20, Moisture Standards, and item #5.



9. Common Defect or Problem  
Roof vents leak.  
Performance Standard  
Under driving rains or snow conditions, vents may leak. Vents are a necessary and integral part of a building. Anything that lets air out can, under certain circumstance, let snow or rain back in.  
Builder Repair Responsibility  
This is a normal, temporary condition, which should require no repair.
10. Common Defect or Problem  
Ridges of roof decking showing through roof.  
Performance Standard  
If the ridge or depression effect exceeds 3/8” and cannot be corrected from below, the ridge must be corrected. The ridge measurements should be made by measuring the gap created when a 6” straight edge is placed tightly 3” on one side of the defect and the gap measured between the roof and the straight edge of the other end. Fiberglass shingles will magnify and mirror any unevenness of the roof decking below.  
Builder Repair Responsibility  
Builder to meet performance standard.
11. Common Defect or Problem  
Chimney flashing leaks.  
Performance Standard  
Chimney flashing should not leak. However, some masonry is porous, allowing moisture/dampness to seep in under certain conditions.  
Builder Repair Responsibility  
Builder to check and repair chimney flashing. If the flashing is not the cause of the leak, Owner is responsible for sealing the masonry. On particularly persistent and severe leaks, the Builder may find it necessary to modify or install a saddle between the roof and the chimney to divert roof water runoff from the chimney.
12. Common Defect or Problem  
Any other flashings, valleys and roofing leak.  
Performance Standard  
Flashings, valleys and roofing should not leak.  
Builder Repair Responsibility  
Builder to repair.
13. Common Defect or Problem  
Gutters and downspouts leak.  
Performance Standard  
Gutters and downspouts should not leak, but may overflow during heavy rains. It shall be the Owner’s responsibility to keep gutters and downspouts free of leaves and debris which could cause excessive overflow.  
Builder Repair Responsibility  
Builder to repair so gutters and downspouts do not leak.

14. Common Defect or Problem

Water stands in gutters.

Performance Standard

A water level not in excess of 1/2" depth in any gutter section after the rain ceases when unobstructed by debris is acceptable. Industry practice is to install gutter approximately level without pitch. Consequently, it is entirely possible that small amounts of water will stand in certain sections of the gutter after a rain.

Builder Repair Responsibility

Builder shall correct when water level is in excess of 1/2" in depth.

**ARTICLE 9**  
**Section 19**  
**Siding Standards**

Background:

There are numerous types of siding. Wood and wood products, aluminum and vinyl are the most prevalent types being used. Each product is different and has its own inherent characteristics.

Caulking is an Owner's maintenance responsibility after one repair. It should be noted that caulk does not adhere to vinyl siding and thus, as per manufacturer's recommendation, vinyl is not caulked.

1.     Common Defect or Problem  
Vinyl siding buckles or ripples.  
      Performance Standard  
      This problem may be inherent due to the shrinkage of the wood underneath. Some waviness in vinyl siding is expected. Siding should not be 1/2" out of plane in any 32" length. This can be measured by laying a 32" straight edge at the highest point of the buckle.  
      Builder Repair Responsibility  
      Builder to repair to meet Performance Standard.
  
2.     Common Defect or Problem  
Dents, chips or scratched on the aluminum/vinyl siding.  
      Performance Standard  
      Dents are to be noted in writing at the time the Owner closes or takes occupancy of the Home.  
      Builder Repair Responsibility  
      Builder to repair within one year of substantial completion or initial closing if notified prior to occupancy, whichever is later. It should be noted that repaired area may not match in color and/or textures.
  
3.     Common Defect or Problem  
Siding comes loose.  
      Performance Standard  
      Siding should not come loose.  
      Builder Repair Responsibility  
      Builder to refasten.

4. Common Defect or Problem  
Caulking cracks.  
Performance Standard  
All types of caulk can dry out. All caulking is the responsibility of the Owner.  
Builder Repair Responsibility  
Builder does not warrant caulk or caulking.
5. Common Defect or Problem  
Fading of aluminum or vinyl siding.  
Performance Standard  
Aluminum and vinyl siding will fade.  
Builder Repair Responsibility  
None.
6. Common Defect or Problem  
Wood shrinks, cracks, twists, bows and knots fall out.  
Performance Standard  
Due to the inherent characteristics of wood, all of the above may happen.  
Builder Repair Responsibility  
After occupancy, this is an Owner maintenance responsibility.
7. Common Defect or Problem  
Wood siding splits where nail penetrates siding.  
Performance Standard  
If noted in writing to Builder within 30 days after completion of construction if a pre-occupancy inspection was not conducted, Builder to replace piece and restain, if staining was Builder's responsibility.  
Builder Repair Responsibility  
Builder to repair in accordance with Performance Standard.
8. Common Defect or Problem  
Lap on wood bevel siding.  
Performance Standard  
Lap shall be no less than ¾" prior to shrinkage.  
Builder Repair Responsibility  
Repair to meet Performance Standard.

9. Common Defect or Problem  
Delamination of veneer siding.  
Performance Standard  
All siding should be installed according to manufacturer's accepted standards. Delaminations shall be repaired or replaced. If Owner is responsible for staining or painting of exterior surfaces and does not do it, Builder is not responsible for delamination.  
Builder Repair Responsibility  
Builder will repair or replace siding as needed unless caused by Owner's neglect to maintain siding properly. Repaired area may not match in color and/or texture. For surfaces requiring paint, Builder will paint only the new materials if Builder was responsible for exterior painting or staining. The Owner can expect that the newly painted surface may not match the original surface in color.
10. Common Defect or Problem  
Paint peels or fades on wood siding.  
Performance Standard  
Exterior paints or stains should not fail during the first year. However, fading is normal and the degree is dependent on climatic conditions.  
Builder Repair Responsibility  
If paint or stain peels and Builder is responsible for painting, Builder will properly prepare and refinish affected areas, matching color as close as possible. Where finish deterioration affects the majority of the area, the whole area will be refinished. The Builder shall repaint in accordance with standards of good workmanship, but no warranty will be extended on the newly repainted surfaces.
11. Common Defect or Problem  
Cracks in exterior stucco wall surfaces.  
Performance Standard  
Cracks are not unusual in exterior stucco wall surfaces.  
Builder Repair Responsibility  
Builder will repair cracks exceeding 1/8" in width or where causing water damage.

**ARTICLE 9**  
**Section 20**  
**Window and Patio Door Standards**

Background:

Air infiltration around double-hung and slide by windows.

Owners are cautioned not to use razor blades when cleaning windows.

1.     Common Defect or Problem  
Scratches, cracks or breakage of glass not caused by vandalism.  
Performance Standard  
If glass damage is not reported to Builder in writing prior to occupancy, it is the Owner's responsibility.  
Builder Repair Responsibility  
Builder to repair only if noted in writing prior to occupancy.
  
2.     Common Defect or Problem  
Hole in screens not caused by vandalism.  
Performance Standard  
If screen damage is not reported to Builder in writing prior to occupancy, it is the Owner's responsibility.  
Builder Repair Responsibility  
Builder to repair only if noted in writing prior to occupancy.
  
3.     Common Defect or Problem  
Window check rails not even or flush.  
Performance Standard  
Acceptable tolerance is 3/16".  
Builder Repair Responsibility  
Builder to correct.
  
4.     Common Defect or Problem  
Out of plumb windows.  
Performance Standard  
Windows must operate with reasonable ease as designed.  
Builder Repair Responsibility  
Builder to repair to be operable.
  
5.     Common Defect or Problem  
Windows do not operate properly.  
Performance Standard  
Windows shall operate with reasonable ease as designed.  
Builder Repair Responsibility  
Builder to correct as required.

6. Common Defect or Problem  
Air infiltration around doors and windows.  
Performance Standard  
Drafts around the doors and windows are cold spot sources. Proper weather-stripping and insulating around these areas can minimize air passage. However, under certain temperature and wind conditions, some infiltration will be observed by the Owner.  
Builder Repair Responsibility  
Builder to adjust poorly fitted doors, windows and weather-stripping.
  
7. Common Defect or Problem  
Moisture condensation on windows or patio doors.  
Performance Standard  
Moisture condenses on the window because it is the coldest object in any given room. Glass has a much higher rate of heat transmission than other surfaces; hence, it is the colder surface during the normal heating season. Moisture condensation on windows is an indication of either too much moisture in the room, or poor circulation of the moisture that is present. The Owner can minimize this condition by merely opening a window to permit the excess moisture to escape or by installing a dehumidifying system if the condition persists. It should be noted that in Homes with humidification equipment, the formation of moisture on the windows is an indication that the humidifying equipment is set too high and producing too much moisture. It is also recommended that screens be removed from casement windows during the heating season.  
Builder Repair Responsibility  
None, except to explain to the Owner more thoroughly how this condition is caused.
  
8. Common Defect or Problem  
Window grids, grills or muntins fall out or become out of level  
Performance Standard  
Window grids, grills or muntins will not disconnect, fall, or become out of level.  
Builder Repair Responsibility  
Only one time during the warranty period, window grids, grills or muntins will be replaced.
  
9. Common Defect or Problem  
A patio door or screen will not stay on track  
Performance Standard  
Patio doors and screens will slide properly on their tracks at the time of substantial completion of the project. The cleaning and maintenance necessary to preserve proper operation are consumer responsibilities. Proper operation should be verified at the time of substantial completion of the Home.  
Builder Repair Responsibility  
ONE TIME ONLY during the warranty period, the Builder will adjust the door or screen.

**ARTICLE 9**  
**Section 21**  
**Skylight Standards**

1.     Common Defect or Problem  
Condensation on skylights.  
Performance Standard  
All skylights can develop condensation due to high humidity levels.  
Builder Repair Responsibility  
Builder not responsible for humidity levels in Home. Bathroom ventilating fans should always be used or window opened.
  
2.     Common Defect or Problem  
Leaks around skylights.  
Performance Standard  
Skylights should not leak.  
Builder Repair Responsibility  
Builder to repair.
  
3.     Common Defect or Problem  
Scratches, cracks or breakage of glass to skylight not caused by vandalism.  
Performance Standard  
If glass damage is not reported to Builder in writing prior to occupancy, it is the Owner's responsibility.  
Builder Repair Responsibility  
Builder to repair only if noted in writing prior to occupancy.
  
4.     Common Defect or Problem  
Discoloration on plastic skylight windows.  
Performance Standard  
This is inherent in the product.  
Builder Repair Responsibility  
None.



**ARTICLE 9**  
**Section 22**  
**Site Drainage and Erosion Standards**

Site drainage must comply with all Applicable Codes in subject jurisdiction. All sites must be prepared initially to prevent or reduce erosion from excessive water runoff. Owner maintenance is required after possession of site.

1. Common Defect or Problem

Heavy rains will cause erosion where grass and sod has not had time to be permanently established. Additional landscaping by Owner or his or her agents can change the topography of site.

Performance Standard

The defects or problems can be determined by visual inspection or by additional information gathered at site inspection.

Builder Repair Responsibility

Builder to repair to original finish as closely as possible. Repair will be made no more than one time during first year.

**ARTICLE 9**  
**Section 23**  
**Manufactures Installation Standards**

All building material affixed to the residential structure shall be installed in accordance with the adopted Applicable Codes and/or the manufacturers installation instructions.

# ARTICLE 9

## Section 24

### Asphalt

#### Background:

Asphalt pavements are an engineered mixture of aggregate (stones and sand) with liquid asphalt cement (a petroleum product). Varying sizes of aggregates are heated, then mixed, in exact proportions, with asphalt cement that has been liquefied at about 300°F. While the mixture is still hot, it is delivered to your property and placed atop a prepared base or subgrade. Very soon after paving, the mixture cools and hardens so that you can drive and park on it right away.

- Common Defect or Problem  
Cracks appear in asphalt paving.  
Performance Standard  
Cracks are not unusual in asphalt paving. Cracks in excess of 1/4" are a deficiency.  
Builder Repair Responsibility  
Builder to repair or replace within the first after year after competition.
- Common Defect or Problem  
Puddling of water.  
Performance Standard  
A limited amount of puddling is common. Puddling in excess of 1/4" measured in an 18" diameter is considered a deficiency.  
Builder Repair Responsibility  
Builder to repair or replace within the first after year after competition.
- Common Defect or Problem  
Improper pitch.  
Performance Standard  
Asphalt paving that pitches toward a house foundation, garage door, or any other critical area is a deficiency.  
Builder Repair Responsibility  
Builder to repair or replace within the first after year after competition.
- Common Defect or Problem  
Roller marks.  
Performance Standard  
Roller marks in asphalt paving are common and not considered a deficiency.  
Builder Repair Responsibility  
None

**ARTICLE 9**  
**Section 25**  
**Structural Columns, Posts, or Piers**

1. Common Defect or Problem  
An exposed wood column is bowed or is out of plumb  
Performance Standard  
Exposed wood columns will not bow or be out of plumb more than  $\frac{3}{4}$  inch in 8 feet at substantial completion of the project.  
Builder Repair Responsibility  
Builder will repair any deficiencies in the excess of the Performance Standards. Wood columns may become distorted as part of the drying process. Bows and other imperfections that develop after installation cannot be prevented or controlled by the Builder.
  
2. Common Defect or Problem  
An exposed concrete column is installed bowed or out plumb.  
Performance Standard  
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.  
Builder Repair Responsibility  
Builder will repair any deficiencies in the excess of the Performance Standards.
  
3. Common Defect or Problem  
A steel post is out of plumb  
Performance Standard  
Steel posts will not be out of plumb in excess of  $\frac{3}{8}$  inch in 8 feet when measure vertically.  
Builder Repair Responsibility  
Builder will repair any deficiencies in the excess of the Performance Standards.

## **ARTICLE 10**

### **Major Structural Defect**

Major Structural Defect means actual damage to the load bearing part of a new home, including actual damage due to:

- (1) Subsidence;
- (2) Expansion; or
- (3) Lateral movement

of the soil affecting the load bearing functions, unless the subsidence, expansion, or lateral movement of the soil is caused by flood, earthquake, or some other natural disaster.

All of the following conditions must be met to constitute a Major Structural Defect (MSD):

- a. actual physical damage to one or more of the following specified load-bearing segments of the Home;
- b. causing the failure of the specific major structural components; and
- c. which affects its load-bearing function to the degree that it materially affects the physical safety of the occupant of the Home.

Load-bearing components of the Home deemed to have Major Structural Defect potential:

1. roof framing members (rafters and trusses);
2. floor framing members (joists and trusses);
3. bearing walls;
4. columns;
5. lintels (other than lintels supporting veneers);
6. girders;
7. load bearing beams and;
8. foundation systems and footings

Examples of non-load-bearing elements deemed not to have Major Structural Defect potential;

1. non-load-bearing partitions and walls;
2. wall tile or paper, etc.;
3. plaster, laths or drywall;
4. flooring and subflooring materials;
5. brick, stucco, stone or veneer;
6. any type of exterior siding;
7. roof shingles, sheathing and tar paper;
8. heating, cooling, ventilating, plumbing, electrical, and mechanical systems;
9. appliances, fixtures or items of equipment ;
10. doors, trim, cabinets, hardware, insulation, paint and stains.

**ACKNOWLEDGEMENT**

The undersigned hereby acknowledges receipt of Providence Real Estate Development's Limited Warranty Manual for Related Builder Companies on this \_\_\_ day of \_\_\_\_\_, 201\_\_.

The undersigned acknowledges that they have read, understand, and agree to the terms and conditions of the foregoing Limited Warranty.

The undersigned additionally acknowledges that we have read and understand the specification limitations on the coverage of this limited warranty manual.

The undersigned understand and agree that these are the only conditions for which we have contracted, and that we will not hold Builder liable for any condition beyond those specifically listed in this limited warranty manual.

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This acknowledgement of understand and acceptance should be signed and returned to:  
**Providence Real Estate Development for Related Building Companies**

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**This contract contains a binding arbitration provision that may be enforced by either party.**

**Address of Home:**

\_\_\_\_\_  
*Subdivision/ Lot Number*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Signature (Homeowner)*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature (Homeowner)*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Date*