

# LIMITED WARRANTY AGREEMENT

## I. Introduction

Quality Builders Warranty Corporation ("QBW") administers a program whereby homebuilders registered with QBW enroll homes they construct in the program. Although homeowners are responsible for the regular maintenance of the newly-constructed home, this program allows Builders to warrant that the new home will be free from specified deviations from the Warranty Standards set forth in Part V of this Agreement and from structural defects as defined in Part II of this Agreement.

**NOTE: This Limited Warranty Agreement includes a procedure for informal settlement of disputes. Homeowners should read this entire Agreement carefully in order to understand the protection which it provides, the exclusions which are applicable to it, and the Warranty Standards according to which the Builder's compliance will be measured.** For additional information, contact QBW at (717) 737-2522.

The following pages describe in detail the QBW Limited Warranty Agreement. Part II defines the transactional terms used in the Agreement. Part III sets out the problems and defects not covered by this Agreement. Part IV highlights the protection provided by the Agreement, the rights and responsibilities of the parties, and other general terms and conditions that affect coverage under the Agreement.

Part V sets forth the technical Warranty Standards against which the Builder's compliance will be measured. Part VI details the procedure for filing complaints under the Agreement. Homeowners should carefully review the complaint procedure in order to preserve their rights under this Agreement. Finally, this Agreement contains the Enrollment form to be completed by the parties who want to take advantage of the protection offered through this Limited Warranty Agreement. The Enrollment form must be signed by the parties and returned to QBW with the proper warranty fee or the warranty will not be in effect.

**Homeowners should note that this warranty is automatically transferable without cost to subsequent purchasers of the home during the life of the Agreement. This warranty is non-cancelable by QBW or its insurer.**

## II. Definitions

For the purpose of this Agreement, and as used in this Agreement, the following definitions shall apply:

- A. **Purchaser/Owner.** The purchaser shall include the first person to whom the home is sold and any and all successors in title, lessees having a leasehold interest in the home of at least 50 years, and a mortgagee in possession.
- B. **Builder.** The person, corporation, partnership or other entity which is a participating member of QBW, who is a named insured under the insurer's policy.
- C. **Insurer.** The established insurance company which insures the performance of warranty obligations at the time this Agreement is executed.
- D. **Home.** A single-family dwelling unit or a two-or-more unit structure which may be conveyed as a single unit. As used in the Agreement, the common elements which comprise the building in which a condominium unit is situated are also included in the definition of "Home."
- E. **Major Structural Defects.** Only actual physical damage to the following load-bearing segments of the home and only such damage caused by failure of such load-bearing segments which affect their load-bearing functions to the extent that the home becomes unsafe or unlivable:
  1. Columns;
  2. Bearing walls and partitions;
  3. Floor systems (structural slabs, joists and trusses only);
  4. Roof framing members and systems (rafters and trusses only);
  5. Foundation systems and footings (which are an integral part of the home and structurally attached);
  6. Load-bearing beams;
  7. Girders;
  8. Lintels. (other than lintels supporting veneers)

Examples of nonload-bearing elements which are **not** considered major structural segments include, but are not limited to:

1. Brick, stucco, or stone veneer;
2. Finish flooring material and floor coverings;
3. Plaster, lathes, or drywall;

4. Wall tile or paper and other wall coverings;
  5. Nonload-bearing partitions and walls;
  6. Doors, windows, trim, cabinets, hardware, insulation, paint, stains;
  7. Appliances, fixtures or items of equipment;
  8. Heating, cooling, ventilating, plumbing, electrical, and mechanical systems;
  9. Roof shingles, tar paper, all sheathing and other surfacing material;
  10. Any type of exterior siding;
  11. Concrete floors;
  12. Decks and porches.
- F. **Soil Movement.** Subsidence, expansion, erosion, lateral, or any other movement of the soil, but excluding floods and earthquakes.
- G. **Fixtures, Appliances and Equipment.** Water heaters, pumps, stoves, refrigerators, compactors, garbage disposals, stoves and ranges, dishwashers, washers and dryers, bathtubs, sinks, commodes, faucets and valves, lights and fixtures, switches, outlets, circuit breakers, thermostats, furnaces and oil tanks, humidifiers, oil purifiers, ventilating fans, air conditioning material and similar items.
- H. **Electrical System.** All wiring, electrical boxes, and connections up to the public utility connection.
- I. **Plumbing System.** All pipes, supply and waste, and their fittings, including septic tanks and their pipe drain fields, on-site wells as well as gas supply lines and vent pipes.
- J. **Cooling, Ventilating and Heating Systems.** All ductwork, refrigerant lines, steam and water pipes, registers, convectors and dampers.

### III. Exclusions

In addition to the nonload-bearing elements excepted from the definition of Major Structural Defects, the following damages, losses, deficiencies or defects are not covered by this Agreement (in addition to those named on the Enrollment form of this Agreement):

- A. Damages or losses not caused or created by the Builder or his employees, agents or subcontractors, but resulting from accidents, riots, civil commotion, acts of God or nature, including but not limited to, fire, explosion, smoke, water escape, **changes in the underground water table** (underground springs, etc.) wind storms, hail, lightning, fallen trees, aircraft, vehicles, floods, earthquakes, mudslides, wind driven water, volcanic eruptions, or soil movement.
- B. Any deficiencies in or damage caused by material or work supplied by anyone other than the Builder or his employees, agents, or subcontractors.
- C. Loss or damage resulting from the purchaser's failure to minimize such loss or damage or to notify Builder or QBW or the Insurer, as provided herein.
- D. Normal deterioration or normal wear and tear.
- E. Losses or damages to or resulting from defects in improvements which are not part of the house, defects in outbuildings, such as detached garages and carports, swimming pools, detached recreational buildings and facilities, defects in driveways, walkways, streets, streetcreep, patios, decks, boundary and retaining walls, bulkheads, fences and landscaping of all types, including damage to trees, etc. during the course of construction, French drains, sink holes and dry rot.
- F. Any damage resulting from any defect which is covered by any other insurance or for which recovery is granted by state legislation (including soil movement).
- G. Following year one, loss or damage resulting to or from concrete floors of basements, attached garages and chimneys and other structural elements of the home that are not part of the load-bearing structure of the home, also excluded after year one are losses or damages resulting to or from all components of structurally attached decks, balconies, patios, porches, porch roofs and porticos.
- H. Any loss or defect which arises when the home is used for nonresidential purposes.
- I. Losses resulting from damages to real property other than to the home itself.
- J. Damage caused by insects, squirrels or other animals or rodents.
- K. Loss or damage resulting from, or aggravated by changes to the real property, by anyone.
- L. Any claim reported to QBW after an unreasonable delay or later than thirty (30) days after the expiration of this warranty on that item, or not filed in the manner set forth in this Limited Warranty Agreement.
- M. Loss or damage resulting from, or aggravated by, or occurring to modifications or additions to the home made after occupancy (other than those performed to meet the obligations of this Agreement).
- N. Personal property damage or bodily injury or punitive damages and/or legal fees.
- O. Loss or damage resulting from, or aggravated by, dampness or condensation caused by negligence of the purchaser not maintaining proper ventilation.
- P. All consequential damages, including but not limited to costs of shelter, transportation, food, moving,

storage or other incidental expenses related to relocation during repair. Excluded consequential damages also include damage resulting from non-covered or expired items, such as wood rot from water infiltration after year one.

- Q. Any defect which does not result in actual physical damage to the home.
- R. Any defect, damage or loss which is caused or aggravated by failure of anyone other than the Builder, his agents, employees or subcontractors to comply with the manufacturers' warranty requirements concerning appliances, fixtures or equipment. (Note: See Section II-G).
- S. Failure of the Builder to complete construction of the home or any part of the home on or before the effective date. An incomplete item is not considered a defect.
- T. Loss or damage resulting from toxic or carcinogenic or suspected carcinogenic fumes or substances, such as, but not limited to, acids in the soil, radon, radon gas, radon daughters or mold.
- U. Water infiltration into a basement or crawl space after year one.
- V. Loss or damage resulting from, or aggravated by, negligent maintenance or operation.
- W. Any loss or damage resulting from the weight and/or performance of any type of waterbed or other furniture excessive in weight or other abnormal loading of floors.
- X. Any loss or damage resulting from a loss in the water supply, or potability or clarity of water supply.
- Y. Solar panel systems or their installation or operation.
- Z. Standing or ponding water on the property which does not directly affect the immediate area surrounding the foundation of the home.
- AA. Following the first year of this Agreement, any deficiencies in fixtures, appliances, and items of equipment, whether or not components of the cooling, ventilating, heating, electrical, plumbing or in-house sprinkler systems. During the first year of this Agreement, coverage on fixtures, appliances, and items of equipment (including attachments and appurtenances) is for one year or the manufacturer's written warranty period, whichever is less. Damage caused by improper maintenance or operation, negligence, or improper service of such systems by the Purchaser or its agents will not be covered by this Agreement.
- BB. Loss or damage resulting from a condition not resulting in actual physical damage to the home, including uninhabitability or health risk due to the presence or consequences of unacceptable levels of radon, formaldehyde, carcinogenic substances or other pollutants and contaminants; or the presence of hazardous or toxic materials.
- CC. Loss or damage caused directly or indirectly by flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these (whether or not driven by wind), water which backs up from sewers or drains, changes in the water table which were not reasonably foreseeable, or water below the surface of the ground (including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool, or other structure), wetlands, springs or aquifers.
- DD. Violations of applicable building codes or ordinances, original dwelling plans and specifications.
- EE. Soil erosion and run-off caused by failure of the purchaser to maintain the properly established grades, drainage structures and swales, stabilized soil, sodded, seeded and landscaped area.
- FF. Any defects caused by or resulting from improper design of the home if the design was not developed by the builder.
- GG. Any storm water or soil erosion/sedimentation control requirements that are approved previously by the local governing jurisdiction for development.
- HH. Any glass breakage or failure of Builder to perform any type of clean-up.
- II. Violations of local or National Building Codes and Ordinances.
- JJ. Loss or damage caused by or to roof sheathing after one year from the effective date of warranty.
- KK. Since this warranty covers only those defects which first occur during the Warranty Term, any homeowner-acknowledged, pre-existing conditions, such as "walk through" or "punch list" items are not covered.

#### IV. General Terms and Conditions/Rights and Responsibilities

- A. **Coverage Provided.** This Agreement provides the following protection, effective as of the date on the Enrollment form:
1. During the first year of this Agreement, and subject to the terms and conditions listed herein, your Builder warrants your home against faulty workmanship and materials, defects in appliances, fixtures and equipment, defects in wiring, piping and duct work in the electrical, plumbing, heating, cooling, ventilating and mechanical systems, and Major Structural Defects (See Definition, Section II-E) due to non-compliance with the Warranty Standards.
  2. During the second year of this Agreement, and subject to the terms and conditions listed herein, your Builder warrants that your home's cooling, heating, and ventilating, electrical and plumbing systems (exclusive of appliances, fixtures and equipment---coverage is one year or manufacturers warranty whichever is less) will be free from defects due to non-compliance with the Warranty Standards set forth in Section V of this document. Your Builder further warrants that your home will have no Major Structural Defects in that period. (See Definitions, Section II-E).
  3. In years three through ten of this Agreement, QBW warrants that your home will be free from any Major Structural Defects as and only as that term is defined in Section II-E of this document.
  4. The Builder is the warrantor during the first two years of this Agreement. QBW through its insurer provides insurance coverage insuring the Builder's performance hereunder during the first two years of this Warranty and is the warrantor providing insurance protection through its insurer against Major Structural Defects, as defined in Section B during the third through tenth years of this Warranty. Quality Builders Warranty Corporation ("QBW") will administer the limited warranty program for participating Builders. The protection provided under the limited warranty program is automatically transferable to subsequent Purchasers during the ten year term of this Agreement.
- B. **Rights and Responsibilities.** If any defect subject to the terms and conditions of this Agreement occurs and fails to meet the Warranty Standards, within the first two years, your Builder will repair, replace or pay you the reasonable cost of repairing or replacing the defective item. If your Builder fails to perform, QBW will perform in accordance with the Warranty. QBW will repair or replace, or pay you the reasonable cost of repairing or replacing, the defect or item determined to be a Major Structural Defect in years three through ten. In any case, actions to correct Major Structural Defects will be limited to those necessary to restore load-bearing capacity or to repair any defects which make the home unlivable. While undertaking any repairs, the builder or QBW is not responsible for color variation or discontinued items.
- C. **General Conditions.** Notwithstanding your Builder's responsibility to maintain the standards established by this Agreement, the following conditions will apply:
1. The decision whether to repair or replace, or to pay the reasonable cost of repair or replacement, resides with the Builder. If the Builder is unable or unwilling to perform, the decision resides with QBW. **(If the Builder or QBW is not afforded the first right to repair or resolve, no warranty coverage will be effective on that item and no rights for any recovery or reimbursement shall be permitted. The choice of the method of repair resides with the Builder or QBW).**
  2. If your Builder or QBW performs its obligations under this Agreement, you agree that upon request you will assign the proceeds of any other insurance or warranty which you may own covering the same defect to your Builder or QBW, as the case may be. Such assignments shall not exceed the cost and expenses to your Builder or QBW to perform its obligations under this Agreement. If you receive payment from any source other than QBW, then QBW shall be entitled to set-off in that amount, irrespective of how any parties other than QBW allocate the payment.
  3. When your Builder or QBW completes its obligations under this Agreement, you agree to sign and deliver to your Builder or QBW a full and unconditional release of all legal obligations with respect to that defect.
  4. Actions taken to cure defects hereunder will not extend specified periods of coverage. Additionally, failure to discover a defect during any applicable warranty period will not extend warranty coverage, even if it is alleged that the defect was a latent defect. If QBW does not receive notice of your complaint within 30 days after the expiration of the warranty on the item, the complaint cannot be honored.

5. The total liability of this Warranty Agreement is limited and shall not exceed the sales price of your home as stated on the Enrollment form of this Agreement.
6. If your Builder does not fulfill his obligations for years one and two under this Agreement, QBW will be responsible for his obligations.
7. In years three through ten, or in years one and two if the Builder fails to perform, the decision whether to repair or replace, or to pay you the reasonable cost of repairing or replacing, resides with QBW . The choice of the method of repair resides with QBW .
8. When the Builder finishes repairing or replacing a defective item or prior to the Builder paying you the reasonable cost of doing so, you must sign and deliver to the Builder a full and unconditional release of all legal obligations with respect to the defect. If QBW fulfills such obligations of the Builder, you must sign and deliver to QBW a full and unconditional release of all legal obligations of QBW with respect to the defect when QBW finishes repairing or replacing a defective item or prior to QBW paying you the reasonable cost of doing so.
9. **Other than the Expressed Warranties contained herein, there are no other warranties expressed or implied including Implied Warranty of Merchantability or Implied Warranty for Particular Purpose, which implied warranties are specifically excluded.**

D. **Condominium Coverage.** If your claim involves a common element in a condominium, it may be made only by an authorized representative of the condominium association. Subject to that limitation, however, coverage will include common elements of the condominium structure contained wholly within the structure, such as hallways, meeting rooms or other spaces, and any part of the cooling, ventilation, heating, electrical or plumbing systems that service two or more residential units. Common elements will be covered for the same periods and to the same extent as comparable items which are part of individual homes.

E. **General Terms Governing Interpretation and Operation.** Certain generally applicable terms and conditions will govern the interpretation and operation of this Agreement. These terms and conditions are:

1. It is intended that the use of one gender herein includes all genders and the singular includes the plural.
2. This Agreement includes the entire agreement of the parties, and cannot be modified, altered or amended in any way except by a formal written instrument signed by all of the parties hereto.
3. This Agreement shall be interpreted and enforced in accordance with the laws of the state in which the home is located.
4. Should any provision of this Agreement be determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.
5. This Agreement is separate and apart from your contract with your Builder. It cannot be altered or amended in any way by any other agreement which you have. Contractual disputes shall not involve QBW.
6. Your Builder must assign to you and provide you copies of all manufactures' warranties on products included in the sales price of your home.
7. All notice required hereunder must be in writing and sent by certified mail (return receipt requested), postage prepaid, to the recipient at the respective address shown on this Agreement, or to whatever other address the party may designate in writing.
8. This Agreement is deemed to be binding on the Builder, QBW and the purchaser, his heirs, executors administrators, successors and assigns.
9. Whatever timely performance is called for hereunder, the time therefore shall be extended to the extent performance is delayed by an event not caused by the conduct of the person obligated to perform. Such events include acts of God or the common enemy or riot, civil commotion or sovereign conduct.

## V. Warranty Standards

- A. The applicability of these Warranty Standards is conditioned upon the purchaser's proper maintenance of the home to prevent damage due to neglect, abnormal use or improper maintenance. Common elements will be covered for the same periods and to the same extent as comparable items which are part of individual homes.
- B. The applicability of these Warranty Standards is conditioned upon the fact that your home is constructed in compliance with the local building codes and the performance standards and guidelines adopted at the time of contract by the National Association of Home Builders as well as one of each group of the following model codes or the Minimum Property Standards of the U.S. Department of Housing and Urban Development:

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International Building Code  
International Residential Code  
One and Two Family Dwelling Code  
BOCA Basic Building Code  
Standard Building Code, Southern Building Code Congress  
Uniform Building Code  
National Building Code

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International Mechanical Code  
BOCA Basic Mechanical Code  
Uniform Building Code, Volume 11, Mechanical  
Standard Mechanical Code, Southern Building Code Congress

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Electrical Code for One and Two Family Dwelling  
National Electrical Code

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International Plumbing Codes  
BOCA Basic Plumbing Code  
Uniform Plumbing Code  
Standard Plumbing Code, Southern Building Code Congress

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- C. The table below establishes the standards by which it will be determined whether your home has a problem or defect covered by this warranty and whether it is the obligation of your Builder or QBW or its insurer to correct these defects. Where specific standards and obligations are not set forth, the standards shall be the generally accepted industry practice for workmanship and materials.

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## WARRANTY STANDARDS AND COVERAGE FOR YEAR ONE ONLY

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### SITE WORK

- (1) **The ground has settled around the foundation, over utility trenches, or in other areas.**
- (a) **Standard.** Settling of ground around foundation walls, over utility trenches, or in other filled areas shall not interfere with water drainage away from the home.
- (b) **Repair Responsibility.** If the builder has provided final grading, upon request by the owner, the builder will fill settled areas affecting proper drainage in excess of 6 inches, one time only during the warranty period. The owner will be responsible for removal and replacement of shrubs and other landscaping affected by placement of such fill.
- (2) **The site does not drain properly.**
- (a) **Standard.** The necessary grades and swales shall have been established by the builder to ensure proper drainage away from the home. Standing or ponding water shall not remain for extended periods in the immediate area of the house after a rain (generally no more than 24 hours), except in swales that drain other areas or in areas where sump pumps discharge. In these areas a longer period can be anticipated (generally not more than 48 hours). The possibility of standing water after an unusually heavy rainfall should be anticipated by the owner. No grading determination shall be made while frost or snow is on the ground or while the ground is saturated.
- (b) **Repair Responsibility.** The builder is responsible only for initially establishing the proper grades and swales. The owner is responsible for maintaining such grades and swales once they have been properly established by the builder.
- (3) **The site has soil erosion.**
- (a) **Standard.** Builder is not responsible for soil erosion due to acts of God, or other conditions beyond the

- builder's control.  
 (b) **Repair Responsibility.** No action is required.

## FOUNDATION

- (1) **The foundation is out of square.**  
 (a) **Standard.** As measured at the top of the foundation wall, the diagonal of a triangle with sides of 12 feet and 16 feet shall be no more than 1 inch or less than 20 feet, unless the owner and builder agree to intentionally build an addition to an existing structure out of square in order to match or compensate for inaccuracies in the existing structure.  
 (b) **Repair Responsibility.** The builder will make necessary modifications to any foundation not complying with the standard guidelines for squareness to provide a satisfactory appearance. The builder may square the first floor deck by cantilevering over the foundation where out of square.
- (2) **The foundation is out of level.**  
 (a) **Standard.** As measured at the top of the foundation wall, no point shall be more than 1/2 inch higher or lower than any point within 20 feet, unless the owner and builder agree to intentionally build an addition to an existing structure out of level in order to match or compensate for inaccuracies in the existing structure.  
 (b) **Repair Responsibility.** The builder will make necessary modifications to any foundation not complying with the standard guideline for levelness to comply with the standard guideline. This can be affected by leveling the sills with shims, mortar or appropriate fillers.
- (3) **Efflorescence is present on surface of basement floor.**  
 (a) **Standard.** This is a normal condition.  
 (b) **Repair Responsibility.** None.
- (4) **Crack in concrete footing.**  
 (a) **Standard.** Cracks greater than 1/4 inch in width are considered excessive.  
 (b) **Repair Responsibility.** The builder shall repair any cracks in excess of the standard guidelines.

## CONCRETE SLAB

- (1) **Concrete slab within the structure has separated or moved at expansion and contraction joints.**  
 (a) **Standard.** Concrete slabs within the structure are designed to move at expansion and contraction joints.  
 (b) **Repair Responsibility.** None.
- (2) **Concrete floor or slab is uneven.**  
 (a) **Standard.** Except for basement floors or where a floor or portion of floor has been designed for specific drainage purposes, concrete floors in rooms designed for habitability shall not have pits, depressions, or areas of unevenness exceeding 1/4 inch in 32 inches.  
 (b) **Repair Responsibility.** The builder will correct or repair the floor to meet the standard guidelines.
- (3) **The concrete floor slab is cracked.**  
 (a) **Standard.** Minor cracks in concrete basement floors are normal. Cracks exceeding 3/16 inch in width or 3/16 inch in vertical displacement shall be repaired if the slab is in conditioned space.  
 (b) **Repair Responsibility.** The builder will repair cracks that do not meet the standard guidelines.
- (4) **Interior concrete work is pitting, scaling, or spalling.**  
 (a) **Standard.** Interior concrete surfaces shall not disintegrate. Aggregate pops are normal; minor scaling is not controllable at all. Exterior surfaces may not be warranted.  
 (b) **Repair Responsibility.** The builder will take whatever corrective measures are necessary to repair or replace defective concrete surfaces. The builder is not responsible for deterioration caused by salt, chemicals, mechanical implements, or other factors beyond the builder's control.

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## BASEMENT WALL

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## CONCRETE BLOCK

- (1) **Concrete block basement wall is cracked.**  
 (a) **Standard.** Cracks in concrete block basement walls shall not exceed 1/8 inch in width.  
 (b) **Repair Responsibility.** The builder will repair cracks to meet the standard guidelines. Proper repair

can be affected by thoroughly cleaning, filling, and troweling the surface using a latex-fortified cement mixture or other materials designed to fill cracks and bond concrete.

- (2) **Concrete block basement wall is out of plumb.**
  - (a) **Standard.** Block concrete walls shall not be out of plumb greater than 1 1/2 inches in 8 feet when measured from the base to the top of the wall.
  - (b) **Repair Responsibility.** The builder shall repair any deficiencies in excess of the standard guideline. If the wall is to remain unfinished per contract, and the wall meets building codes as evidenced by passed inspections, then no corrective action is required.
- (3) **Concrete block basement wall is bowed.**
  - (a) **Standard.** Block concrete walls shall not bow in excess of 1 inch in 8 feet when measured from the base to the top of the wall.
  - (b) **Repair Responsibility.** The builder shall repair any deficiencies in excess of the standard guidelines. If the wall is to remain unfinished per contract, and the wall meets building codes as evidenced by passed inspections, then no corrective action is required.

### POURED CONCRETE

- (1) **Exposed concrete wall has holes in it.**
  - (a) **Standard.** Holes larger than 1 inch in diameter or 1 inch in depth are unacceptable.
  - (b) **Repair Responsibility.** The builder will repair holes that do not meet the standard guidelines.
- (2) **Poured concrete basement wall is out of plumb.**
  - (a) **Standard.** Concrete walls shall not be out of plumb greater than 1 1/2 inches in 8 feet when measured from the base to the top of the wall.
  - (b) **Repair Responsibility.** The builder shall repair any deficiencies in excess of the standard guideline. If the wall is to remain unfinished per contract, and the wall meets building codes as evidenced by passed inspections, then no corrective action is required.
- (3) **Poured concrete basement wall is bowed.**
  - (a) **Standard.** Concrete walls shall not bow in excess of 1 inch in 8 feet when measured from the base to the top of the wall.
  - (b) **Repair Responsibility.** The builder shall repair any deficiencies in excess of the standard guideline. If the wall is to remain unfinished per contract, and the wall meets building codes as evidenced by passed inspections, then no corrective action is required.
- (4) **The basement wall is cracked (horizontal or vertical separation).**
  - (a) **Standard.** Cracks in basement walls shall not allow exterior water to leak into the basement.
  - (b) **Repair Responsibility.** The builder will repair cracks that do not meet the standard guidelines when leaks are present. Shrinkage cracks are not unusual and are inherent in the drying process. They should be expected in basement walls due to the nature of masonry block and concrete. Cracks may be vertical, diagonal, horizontal, or stepped in masonry joints. The only cracks considered under warranty claims are cracks that permit water penetration or horizontal cracks that cause a bow in the wall.

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### BASEMENT FLOOR AND WALLS

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#### MOISTURE AND LEAKS

- (1) **Dampness is evident on basement wall or floor.**
  - (a) **Standard.** Dampness caused by wicking through the basement walls or floor and condensation of water vapor on cool walls and floor are not the responsibility of the builder.
  - (b) **Repair Responsibility.** None. Dampness prevention is the responsibility of the owner.
- (2) **The basement leaks.**
  - (a) **Standard.** Leaks resulting in actual trickling of water shall be repaired. Leaks caused by landscaping improperly installed by the owner, or by the failure of the owner to maintain proper grades, are not the builder's responsibility. Walls and floors of new construction may become damp as concrete, mortar, and other materials dry, and dampness alone is not considered a deficiency.
  - (b) **Repair Responsibility.** The builder will take such action as necessary to correct basement leaks, except where the cause is determined to result from the owner's actions or negligence.

### CRAWL SPACE

- (1) **Flowing or trickling water appears on interior crawl space surfaces.**
  - (a) **Standard.** Crawl spaces should be graded and drained properly to prevent water from accumulating deeper than 3/4 inch and larger than 36 inches in diameter in the crawl space area.
  - (b) **Repair Responsibility.** The builder will take the necessary corrective measures to create positive flow within the crawl space to discharge to the exterior of the structure.
- (2) **Condensation is evident on the walls, earth, or floor insulation in the crawl space.**
  - (a) **Standard.** Condensation in the crawl space shall not result from lack of adequate ventilation as required by code. Condensation resulting from other causes is not the responsibility of the builder.
  - (b) **Repair Responsibility.** The builder will ensure that ventilation meets the appropriate code requirements. Further reduction of condensation is an owner maintenance responsibility. Temporary conditions may cause condensation that cannot be eliminated by ventilation and a vapor barrier because:
    - Night air gradually cools the interior surfaces of the crawl space. In the morning, moisture picked up by sun-warmed air is carried into the crawl space and condenses on cool surfaces.
    - At night, outside air may rapidly cool foundation walls and provide a cool surface on which moisture may condense.
    - If the house is left unheated in the winter, the floors and walls may provide cold surfaces on which moisture in the warmer crawl space air may condense.
    - Excessive moisture inside a heated house may hit the dew point within or on the colder bottom surface of vapor permeable floor insulation. The condensation can be reduced by placing a vapor barrier between the insulation and the floor sheathing. If condensation must be entirely eliminated, the owner can do so by sealing and dehumidifying or heating the crawl space or by heating and dehumidifying the house.

### COLUMNS

- (1) **Wood column is bowed or out of plumb.**
  - (a) **Standard.** Wood columns shall not bow in excess of 1/2 inch in 8 feet or be out of plumb in excess of 1/8 inch in 12 inches when measured from the base to the top of the column, not to exceed 3/4 inches in 8 feet.
  - (b) **Repair Responsibility.** The builder shall repair any deficiencies in excess of the standard guidelines.
- (2) **Concrete column is installed bowed or out of plumb.**
  - (a) **Standard.** Concrete columns shall not be installed with a bow in excess of 1 inch in 8 feet. They should not be installed out of plumb in excess of 1/4 inch in 12 inches when measured from the base to the top of the column, not to exceed 1 1/2 inches in 8 feet.
  - (b) **Repair Responsibility.** The builder shall repair any deficiencies in excess of the standard guidelines.
- (3) **Masonry column is out of plumb.**
  - (a) **Standard.** Masonry columns should not be out of plumb in excess of 1/4 inch in 12 inches when measured from the base to the top of the column, not to exceed 1 1/2 inches in 8 feet.
  - (b) **Repair Responsibility.** The builder shall repair any deficiencies in excess of the standard guidelines.
- (4) **Steel column is out of plumb.**
  - (a) **Standard.** Steel columns shall not be out of plumb in excess of 1/8 inch in 12 inches when measured from the base to the top of the column.
  - (b) **Repair Responsibility.** The builder shall repair any deficiencies in excess of the standard guidelines.

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### WOOD FLOOR FRAMING

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#### BEAMS

- (1) **Springiness, bounce, shaking or visible sag is observed in floor or roof.**
  - (a) **Standard.** All beams, joists, rafters, headers and other structural members shall be sized, and fasten-

ers spaced, according to the National Forest Products Association span tables, or local building codes.

- (b) **Repair Responsibility.** The builder will reinforce or modify, as necessary, any floor, wall, ceiling, or roof not meeting the standard guidelines. Deflection may indicate insufficient stiffness in the lumber, or may reflect an aesthetic consideration independent of the strength and safety requirements of the lumber. Joists and rafters are required to meet standards for both stiffness and strength. The span tables allow, under full design loading, a maximum deflection equal to 1/360 of the span for floor and ceiling joists (3/8 inch in 12 feet), 1/240 for rafters up to 3/12 in pitch (3/4 inch in 12 feet). Individual clients may be satisfied with the deflection limits built into the tables. When a customer's preference is made known before construction, a higher standard may be agreed upon by the builder and the owner.
- (2) **Wood beam or post is split.**
  - (a) **Standard.** Beams and posts, especially those 2 1/2 inches or greater in thickness (which normally are not kiln dried) will sometimes split as they dry subsequent to construction. Such splitting is usually not a structural concern if posts and beams have been sized according to National Forest and Paper Association span tables. Unfilled splits exceeding 1/4 inch in width and all splits exceeding 3/8 inch in width are unacceptable.
  - (b) **Repair Responsibility.** The builder will repair or replace any beam or post with a defect that does not meet the guideline. Filling splits is acceptable for widths up to 3/8 inch.
- (3) **Wood beam or post is twisted or bowed.**
  - (a) **Standard.** Beams and posts, especially those 3 1/2 inches or greater in thickness (which normally are not kiln dried) will sometimes twist or bow as they dry subsequent to construction. Twisting or bowing are usually not a structural concern if posts and beams have been sized according to National Forest and Paper Association span tables. Bows and twists exceeding 3/4 inch in an 8-foot section are unacceptable.
  - (b) **Repair Responsibility.** The builder will repair or replace any beam or post with a defect that exceeds the guidelines.
- (4) **Wood beam or post is cupped.**
  - (a) **Standard.** Beams and posts, especially those 3 1/2 inches or greater in thickness (which normally are not kiln dried) will sometimes cup as they dry subsequent to construction. Cupping is usually not a structural concern if posts and beams have been sized according to National Forest and Paper Association span tables. Cups exceeding 1/4 inch in 5 1/2 inches are unacceptable.
  - (b) **Repair Responsibility.** The builder will repair or replace any beam or post with a defect that does not meet the guidelines.

## PLYWOOD AND JOISTS

- (1) **Floor squeaks or the subfloor appears loose.**
  - (a) **Standard.** Squeaks caused by a loose subfloor are unacceptable, but totally squeak-proof floors cannot be guaranteed.
  - (b) **Repair Responsibility.** The builder will refasten any loose subfloor or take other corrective action to eliminate squeaking to the extent possible within reasonable repair capability without removing floor and ceiling finishes. Floor squeaks may occur when a subfloor that has come loose from the joists is deflected by the weight of a person and rubs against the nails that hold it in place. The subfloor or joists may be bowed, and the nails also may be expelled from the wood during drying. Movement may occur between the joist and bridging or other floor members when one joist is deflected while the other members remain stationary. Gluing the subfloor is an acceptable method of code compliance in certain jurisdictions. Renailing floor joists with ring-shank nails will also substantially reduce severe floor squeaks. Because the standard guideline requires the builder to make a reasonable attempt to eliminate squeaks without requiring removal of floors and ceiling finishes, nailing loose subflooring with casing nails into the carpet surface and countersinking the head is an acceptable practice.
- (2) **Wood floor is uneven.**
  - (a) **Standard.** Floors shall not have more than a 1/4 inch ridge or depression within any 32-inch measurement. Allowable floor and ceiling joist deflections are governed by the local approved building codes.
  - (b) **Repair Responsibility.** The builder will correct or repair to meet the standard guidelines.
- (3) **Wood floor is out of square.**
  - (a) **Standard.** The diagonal of a triangle with sides of 12 feet and 16 feet along the edges of the floor shall be no more than 1/2 inch more or less than 20 feet.
  - (b) **Repair Responsibility.** The builder will make the necessary modifications to any floor not comply-

- ing with the standard for squareness.
- (4) **Wood floor is out of level.**
    - (a) **Standard.** No point on the surface of a wood floor shall be more than 1/2 inch higher or lower than any other point on the surface within 20 feet, or proportional multiples of the preceding dimensions.
    - (b) **Repair Responsibility.** The builder will make the necessary modifications to any floor not complying with the standard guideline for levelness. Allowances should be allowed for shrinkage, cantilevers and concentrated loads.
  - (5) **Excessive deflection observed in floor or roof constructed of wood I-joists.**
    - (a) **Standard.** All beams, joists, rafters, headers and other structural members constructed of wood I joists shall be sized and fasteners spaced according to manufacturer's specifications for size, length and spacing.
    - (b) **Repair Responsibility.** The builder will reinforce or modify as necessary, any floor, wall, ceiling, or roof not meeting the standard guidelines.

## WALLS

### STRUCTURAL

- (1) **Wood framed wall is out of plumb.**
  - (a) **Standard.** Wood framed walls shall not be more than 1/4 inch out of plumb for any 32 inches in any vertical measurement.
  - (b) **Repair Responsibility.** The builder will repair to meet the standard guidelines.
- (2) **The wall is bowed.**
  - (a) **Standard.** All interior and exterior walls have slight variances in their finished surface. Walls shall not bow more than 1/4 inch out of line within any 32-inch measurement, or 3/8 inch within any 4-foot measurement (floor to ceiling or wall to wall).
  - (b) **Repair Responsibility.** The builder will repair to meet the standard guidelines.
- (3) **Exterior wall leaks because of inadequate caulking.**
  - (a) **Standard.** Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to prevent the entry of water.
  - (b) **Repair Responsibility.** The builder will repair or caulk joints and cracks in exterior wall surfaces, as required to correct deficiencies, one time only during the warranty period. Even when properly installed, caulking will shrink and must be maintained by the owner.

### INSULATION

- (1) **Insulation is insufficient.**
  - (a) **Standard.** The builder shall install insulation according to R-Values designated in the contract documents or if none, in accordance with the applicable energy code requirements.
  - (b) **Repair Responsibility.** The builder will install insulation to meet the standard guidelines.

### WINDOWS

- (1) **Window is difficult to open or close.**
  - (a) **Standard.** Windows should require no greater operating force than that described in manufacturer's specifications.
  - (b) **Repair Responsibility.** The builder will correct or repair as required to meet the standard guideline.
- (2) **Window glass is broken and/or screen is damaged.**
  - (a) **Standard.** None.
  - (b) **Repair Responsibility.** Broken glass or screens reported to the builder before closing will be replaced. Broken glass or screens not reported to the builder prior to acceptance of the job are the owner's responsibility.
- (3) **Scratches appear on surface of glass and mirror.**
  - (a) **Standard.** Glass or mirror surfaces shall not have scratches visible from 10 feet under normal lighting conditions.
  - (b) **Repair Responsibility.** The builder shall replace any scratched glass or mirror surface if noted at or before the acceptance of the project.

- (4) **During rain, water appears on interior corner of glazed window unit.**  
 (a) **Standard.** Water leakage from improper installation is unacceptable.  
 (b) **Repair Responsibility.** The builder shall repair any deficiencies attributable to improper installation.

## EXTERIOR DOORS

- (1) **Exterior door is warped.**  
 (a) **Standard.** Exterior doors shall not warp to the extent that they become inoperable, cease to be weather-resistant, or exceed National Wood Window and Door Association Standards of 1/4 inch measured diagonally from corner to corner.  
 (b) **Repair Responsibility.** The builder will correct or replace exterior doors that do not meet the standard guideline.
- (2) **Raw wood shows at the edges on inset panel on exterior door.**  
 (a) **Standard.** Wooden panels will shrink and expand because of temperature and/or humidity changes, and may expose unpainted surfaces. This does not constitute a defect.  
 (b) **Repair Responsibility.** None.
- (3) **Door panel is split.**  
 (a) **Standard.** Split panels shall not allow light to be visible through the door.  
 (b) **Repair Responsibility.** The builder will repair, paint, or stain the split panel that does not meet the standard guideline once during the warranty period.
- (4) **Exterior door sticks.**  
 (a) **Standard.** Exterior doors shall operate smoothly, except that wooden exterior doors may stick during occasional periods of high humidity.  
 (b) **Repair Responsibility.** The builder will adjust or replace the door to meet the standard guideline.
- (5) **Exterior door will not shut completely.**  
 (a) **Standard.** Exterior doors shall shut completely.  
 (b) **Repair Responsibility.** The builder will adjust or replace the door to meet the standard guideline.
- (6) **Plastic molding behind storm door melts from exposure to sunlight.**  
 (a) **Standard.** The plastic moldings behind the storm doors should not melt if the storm panel is removed and reinstalled by the owner during normal maintenance operations.  
 (b) **Repair Responsibility.** None.
- (7) **Door swings open or closed by the force of gravity.**  
 (a) **Standard.** Exterior doors shall not swing open or closed by the force of gravity alone.  
 (b) **Repair Responsibility.** The builder will adjust the door to prevent it from swinging open or closed by the force of gravity.
- (8) **Gaps are visible around exterior door edge, doorjamb and threshold.**  
 (a) **Standard.** Gaps shall not vary greater than 3/16 inch.  
 (b) **Repair Responsibility.** The builder will repair existing unit to meet standard guideline.
- (9) **Exterior door hardware or kickplate has tarnished.**  
 (a) **Standard.** Finishes on door hardware installed by builder are covered by manufacturer's warranty.  
 (b) **Repair Responsibility.** None. Owner to contact manufacturer.
- (10) **Sliding patio door or screen will not stay on track.**  
 (a) **Standard.** Sliding patio doors and screens shall slide properly on their tracks at the time the job is accepted. The cleaning and maintenance necessary to preserve proper operation are an owner responsibility.  
 (b) **Repair Responsibility.** The builder shall repair once during the warranty period.
- (11) **Sliding patio door does not roll smoothly.**  
 (a) **Standard.** Sliding patio doors shall roll smoothly at the time the job is accepted. The cleaning and maintenance necessary to preserve proper operation are an owner responsibility.  
 (b) **Repair Responsibility.** The builder shall repair once during the warranty period.

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## EXTERIOR FINISH

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### WOOD AND HARDBOARD LAP SIDING

- (1) **Siding is bowed.**  
 (a) **Standard.** Bows exceeding 1/2 inch in 32 inches are unacceptable.  
 (b) **Repair Responsibility.** The builder will replace any wood lap siding with bows that does not meet the

- standard guideline, and finish replacement siding to match the existing siding as closely as practical.
- (2) **Siding end gap is visible.**
    - (a) **Standard.** End gaps wider than 3/16 inch are unacceptable.
    - (b) **Repair Responsibility.** The builder will repair end gaps that do not meet the standard guideline. Proper repair can be affected by providing joint covers or by caulking the gap. This is important if the gaps were intentionally made for expansion joints. If the siding is painted, the builder will paint the new caulking to match existing as close as possible.
  - (3) **Siding is not installed on a straight line.**
    - (a) **Standard.** Any piece of lap siding more than 1/2 inch off parallel in 20 feet with contiguous courses is unacceptable, unless the owner and the builder have previously agreed to disregard the standard guideline to match a pre-existing structural condition.
    - (b) **Repair Responsibility.** The builder will reinstall siding to meet the standard guideline for straightness, and replace any siding damaged during removal with new siding.
  - (4) **Face nails are excessively countersunk into hardboard surface.**
    - (a) **Standard.** Siding nails should not be countersunk to expose visible fiber of hardboard siding.
    - (b) **Repair Responsibility.** The builder shall repair as necessary to meet the standard guideline. If visible fiber of hardboard siding is exposed, paint surface to coat fiber; if nail is countersunk 1/16 to 1/8 inch, caulk and touch-up paint; if countersunk in excess of 1/8 inch, caulk and add an additional nail flush to the surface.

### TONGUE AND GROOVE WOOD SIDING

- (1) **Siding is buckled.**
  - (a) **Standard.** Siding that projects more than 3/16 inch from the face of adjacent siding is unacceptable.
  - (b) **Repair Responsibility.** The builder will repair or replace any siding not meeting the standard guideline.
- (2) **Nail has stained siding.**
  - (a) **Standard.** Stains exceeding more than 1/2 inch from the nail and readily visible from a distance of more than 20 feet are unacceptable. This standard guideline does not apply if "natural weathering" or semi-transparent stain is specified for the job.
  - (b) **Repair Responsibility.** The builder can choose either to remove stains that do not meet the standard guideline, or to touch-up, paint, or stain the affected area.

### WOOD SHAKE SIDING

- (1) **Cedar shakes or shingles have "bled" through paint or stain applied by builder.**
  - (a) **Standard.** Resins and extractives bleeding through paint or stain, or blackening of shakes or shingles is unacceptable. This standard guideline does not apply if "natural weathering" or semi-transparent stain is specified for the job.
  - (b) **Repair Responsibility.** One time during the warranty period the builder will clean and treat shakes to provide a reasonable appearance and prevent further bleeding.

### PLYWOOD OR OTHER VENEER SIDING

- (1) **Siding has delaminated.**
  - (a) **Standard.** Siding shall not delaminate.
  - (b) **Repair Responsibility.** The builder will replace delaminated siding that is not covered under manufacturer's warranty, unless the delamination was caused by the owner's actions or negligence. The repaired area may not precisely match the original siding.
- (2) **Joints between siding have separated.**
  - (a) **Standard.** Joint separations exceeding 3/16 inch are unacceptable.
  - (b) **Repair Responsibility.** The builder will caulk or repair siding as necessary to fill the joint. The repaired area may not match the original siding precisely.
- (3) **Siding is bowed.**
  - (a) **Standard.** Bows exceeding 1/2 inch in 32 inches are unacceptable.
  - (b) **Repair Responsibility.** The builder will install additional nails in siding to meet acceptable nailing schedules and will replace any siding that does not meet the guideline because of bows.

**ALUMINUM OR VINYL LAP SIDING**

- (1) **Siding is bowed or wavy.**
  - (a) **Standard.** Some waviness in lap siding is to be expected because of bows in studs. Thermal expansion waves or distortions in aluminum or vinyl lap siding, sometimes called oil canning, are unacceptable if they exceed 1/4 inch in 16 inches.
  - (b) **Repair Responsibility.** The builder will correct any thermal expansion waves or distortions to comply with the standard guideline by reinstalling or replacing siding as necessary.
- (2) **Siding color is faded.**
  - (a) **Standard.** Any color siding, when exposed to the ultra-violet rays of the sun, will fade and this condition cannot be prevented by the builder. However, panels installed on the same wall shall fade at the same time.
  - (b) **Repair Responsibility.** None.
- (3) **Aluminum or vinyl lap siding trim is loose from house.**
  - (a) **Standard.** Trim shall not separate more than 1/4 inch from the house.
  - (b) **Repair Responsibility.** The builder will reinstall trim or caulk separations as necessary to comply with the standard guideline.
- (4) **Aluminum or vinyl lap siding courses are not parallel with eaves or wall openings.**
  - (a) **Standard.** Any piece of aluminum or vinyl lap siding more than 1/2 inch off parallel in 20 feet with contiguous courses, or contiguous break such as a soffit line, is unacceptable, unless the owner and the builder have previously agreed to disregard the standard guideline to match a pre-existing structural condition.
  - (b) **Repair Responsibility.** The builder will reinstall siding to comply with the standard guideline and replace any siding damaged during removal with new siding.
- (5) **Aluminum or vinyl lap siding nail shows under window, door, or eave.**
  - (a) **Standard.** All facing nails shall be of a color to match the trim they affix. No nail heads in the field of the siding shall be exposed.
  - (b) **Repair Responsibility.** The builder will install trim as necessary to cover the nails.
- (6) **Aluminum or vinyl lap siding trim accessory is loose from caulking at windows or other wall openings.**
  - (a) **Standard.** Siding trim accessories shall not separate from caulking at windows or other wall openings during the warranty period.
  - (b) **Repair Responsibility.** The builder will repair or recaulk as necessary to eliminate the separation.
- (7) **Aluminum or vinyl lap siding is cut crooked.**
  - (a) **Standard.** Visible cuts in siding shall be straight, plumb, and neat. Crooked cuts greater than 1/8 inch from true are not acceptable.
  - (b) **Repair Responsibility.** The builder will repair or replace siding with visible crooked cuts.
- (8) **Aluminum or vinyl lap siding is not cut tight to moldings.**
  - (a) **Standard.** Gaps between siding and moldings shall not exceed 1/4 inch.
  - (b) **Repair Responsibility.** The builder will correct to meet the guideline.

**MASONRY AND VENEER**

- (1) **Masonry or veneer wall is cracked.**
  - (a) **Standard.** Cracks visible from 20 feet or larger than 1/8 inch are not acceptable.
  - (b) **Repair Responsibility.** The builder will repair cracks in excess of the standard guidelines by tuck pointing, patching or painting. The builder will not be responsible for color variation between original mortar and new mortar.
- (2) **Exterior cut bricks are of different thickness below openings.**
  - (a) **Standard.** Cut bricks used in the course directly below an opening shall not vary from one another in thickness by more than 1/4 inch. The smallest dimension of a cut brick should be greater than 1 inch.
  - (b) **Repair Responsibility.** The builder will repair the wall to meet the standard guidelines.
- (3) **Masonry or brick veneer course is not straight.**
  - (a) **Standard.** No point along the bottom of any course shall be more than 1/4 inch higher or lower than any other point within 10 feet along the bottom of the same course, or 1/2 inch in any length, except that the owner and the builder may agree to match or otherwise compensate for pre-existing conditions.
  - (b) **Repair Responsibility.** The builder will rebuild the wall as necessary to meet the standard guideline.
- (4) **Mortar stain on exterior brick or stone.**
  - (a) **Standard.** Exterior brick and stone shall be free from mortar stains detracting from the appearance of the finished wall when viewed from a distance of 20 feet.

- (b) **Repair Responsibility.** The builder will clean the mortar stains to meet the standard guideline.
- (5) **Efflorescence is present on masonry or mortar surface.**
  - (a) **Standard.** This sometimes occurs on new construction and is a normal condition beyond the builder's control.
  - (b) **Repair Responsibility.** None.

### STUCCO AND PARGE

- (1) **Exterior stucco wall surface is cracked.**
  - (a) **Standard.** Cracks in exterior stucco wall surfaces shall not exceed 1/8 inch in width.
  - (b) **Repair Responsibility.** The builder will repair cracks exceeding 1/8 inch in width once during the warranty period. "Stucco" includes cementitious coating and similar synthetically-based finishes.
- (2) **Colors of exterior stucco walls do not match.**
  - (a) **Standard.** The colors of new exterior stucco walls may not perfectly match the colors of old exterior stucco walls.
  - (b) **Repair Responsibility.** None.
- (3) **Textures of finishes of exterior stucco walls do not match.**
  - (a) **Standard.** Texture of new exterior stucco walls may not perfectly match the textures of old exterior stucco walls.
  - (b) **Repair Responsibility.** None.
- (4) **Separation of coating from base on exterior stucco wall.**
  - (a) **Standard.** The coating shall not separate from the base on an exterior stucco wall during the warranty period.
  - (b) **Repair Responsibility.** The builder will repair areas where the coating has separated from the base.

### EXTERIOR TRIM

- (1) **Gaps show in exterior trim.**
  - (a) **Standard.** Joints between exterior trim elements, including siding and masonry, shall not result in joints opened wider than 1/4 inch. In all cases the exterior trim shall perform its function of excluding the elements.
  - (b) **Repair Responsibility.** The builder will repair open joints that do not meet the standard guideline. Caulking is acceptable.
- (2) **Exterior trim board is split.**
  - (a) **Standard.** Splits wider than 1/8 inch are unacceptable.
  - (b) **Repair Responsibility.** The builder will repair splits by filling with permanent filler.
- (3) **Exterior trim board is bowed or twisted.**
  - (a) **Standard.** Bows and twists exceeding 3/8 inch in 8 feet are unacceptable.
  - (b) **Repair Responsibility.** The builder will repair defects that do not meet the standard guideline by refastening or replacing deformed boards.
- (4) **Exterior trim board is cupped.**
  - (a) **Standard.** Cups exceeding 3/16 inch in 5 1/2 inches are unacceptable.
  - (b) **Repair Responsibility.** The builder will repair defects that do not meet the standard guideline by refastening or replacing deformed boards.

### PAINT, STAIN AND VARNISH

- (1) **Exterior painting, staining or refinishing is required because of repair work.**
  - (a) **Standard.** Repairs required under these standard guidelines shall be finished to match the immediate surrounding areas as closely as practical.
  - (b) **Repair Responsibility.** The builder will finish repaired areas as indicated.
- (2) **Exterior paint or stain has peeled or physically deteriorated.**
  - (a) **Standard.** Exterior paints and stains shall not fail during the warranty period.
  - (b) **Repair Responsibility.** If exterior paint or stain has peeled, developed an alligator pattern, or blistered, the builder will properly prepare and refinish affected areas and match the color as closely as practical. Where deterioration of the finish affects more than 50 percent of the wall area, the builder will refinish the entire wall.
- (3) **Exterior paint or stain has faded.**

- (a) **Standard.** Fading of exterior paints and stains is normal and the degree of fading depends on climatic conditions.
- (b) **Repair Responsibility.** None.
- (4) **Mildew or fungus is visible on exterior painted surfaces.**
  - (a) **Standard.** Painted or finished surfaces shall be free of observable mildew and fungus at the time the job is completed. However, mildew or fungus may form on painted surfaces over time because of warmth and moisture.
  - (b) **Repair Responsibility.** The builder will remove mildew and fungus before completion of the job. Subsequent mildew or fungus formation is a condition the builder cannot control. The owner is responsible for future cleaning of the painted item as necessary to prevent or remove mildew and fungus.
- (5) **Varnish or lacquer finishes have deteriorated.**
  - (a) **Standard.** Clear finishes used on exterior surfaces may deteriorate rapidly. This is beyond the control of the builder.
  - (b) **Repair Responsibility.** None.

## ROOFS

### ROOF STRUCTURE

- (1) **Roof ridge beam deflects.**
  - (a) **Standard.** Roof ridge beam deflection greater than 1 inch in 8 feet is considered excessive.
  - (b) **Repair Responsibility.** The builder shall repair any deficiencies that do not meet the standard guideline.
- (2) **Roof or ceiling rafter bows.**
  - (a) **Standard.** Rafters that bow greater than 1 inch in 8 feet are considered excessive.
  - (b) **Repair Responsibility.** The builder shall repair any deficiencies that do not meet the standard guideline.

### ROOF SHEATHING

- (1) **Roof sheathing is wavy or appears bowed.**
  - (a) **Standard.** Roof sheathing shall not bow more than 1/2 inch in 2 feet.
  - (b) **Repair Responsibility.** The builder will straighten bowed roof sheathing or correct swollen joints as necessary to meet the standard guideline.

### ROOF VENTS

- (1) **An attic vent or louver leaks.**
  - (a) **Standard.** Attic vents and louvers shall not leak. However, infiltration of wind-driven rain and snow are not considered leaks and are beyond the control of the builder.
  - (b) **Repair Responsibility.** The builder shall repair or replace the roof vents as necessary to meet the standard guideline.

## ROOF INSTALLATION AND LEAKS

### ASPHALT SHINGLES

- (1) **The roof or flashing leaks.**
  - (a) **Standard.** Roofs and flashing shall not leak under normal conditions, except where the cause is determined to result from ice build-up or the owner's actions or negligence.
  - (b) **Repair Responsibility.** The builder will repair any verified roof or flashing leaks not caused by ice build-up, leaves, debris, or the owner's actions or negligence. It is the owner's responsibility to keep the roof drains, gutters and downspouts free of debris.
- (2) **Ice builds up on the roof.**
  - (a) **Standard.** During prolonged cold spells, ice is likely to build up at the eaves of a roof. This condition can naturally occur when snow and ice accumulates.
  - (b) **Repair Responsibility.** None. Prevention of ice build-up on the roof is an owner maintenance item.

- (3) **Shingles have blown off.**
- (a) **Standard.** Shingles shall not blow off in winds less than the manufacturer's standards/specifications.
- (b) **Repair Responsibility.** If shingles blow off in winds less than the manufacturer's standards/specifications, see manufacturer's warranty.
- (4) **Shingles are not horizontally aligned.**
- (a) **Standard.** Shingles should be installed according to the manufacturer's standards/specifications.
- (b) **Repair Responsibility.** The builder will remove shingles that do not meet the standard guideline, and replace them with new shingles that are properly aligned.
- (5) **New shingles do not match existing shingles.**
- (a) **Standard.** Because of weathering and manufacturing variations, the color of new shingles will not exactly match the color of existing shingles.
- (b) **Repair Responsibility.** The builder is not responsible for precisely matching the color of existing shingles.
- (6) **Asphalt shingle edges or corners are curled or cupped.**
- (a) **Standard.** Asphalt shingle edges and corners need not be perfectly flat. Appearance of shingles should be within manufacturer's standards/specifications.
- (b) **Repair Responsibility.** None. The owner should contact the manufacturer of the roofing shingle.
- (7) **Asphalt shingles do not overhang edges of roof, or hang too far over edges of roof.**
- (a) **Standard.** Asphalt shingles shall overhang roof edges by not less than 1/4 inch, and not more than 3/4 inch unless the manufacturer's standards/specifications indicate otherwise.
- (b) **Repair Responsibility.** The builder will reposition or replace shingles as necessary to meet the standard guideline.
- (8) **Shading or shadowing pattern appears on new shingle roof.**
- (a) **Standard.** Shading or shadowing is a defect only if it results from failure to use shingles of the type specified in the contract.
- (b) **Repair Responsibility.** The builder will replace shingles not conforming to contractual requirements.
- (9) **Asphalt shingles have developed surface buckling.**
- (a) **Standard.** Asphalt shingle surfaces need not be perfectly flat. Buckling higher than 1/4 inch is considered excessive.
- (b) **Repair Responsibility.** The builder will fix the affected shingles to meet the standard guideline.
- (10) **Sheathing nails have loosened from framing and raised asphalt shingles.**
- (a) **Standard.** Nails shall not loosen from roof sheathing to raise asphalt shingles from surface.
- (b) **Repair Responsibility.** The builder shall repair all areas as necessary to meet the standard guideline.
- (11) **Roofing nails are exposed at ridge of roof.**
- (a) **Standard.** Nail heads shall be sealed to prevent leakage.
- (b) **Repair Responsibility.** The builder shall repair areas to meet standard guideline.
- (12) **Holes from walk boards are visible in asphalt shingles.**
- (a) **Standard.** Holes from walk boards shall be flashed and sealed below the asphalt shingle tab to prevent leakage. If patch is visible from ground, the shingle should be replaced.
- (b) **Repair Responsibility.** The builder shall repair to meet the standard guideline.
- (13) **Existing roof shingles telegraphing through new asphalt shingles.**
- (a) **Standard.** Some telegraphing is normal when re-roofing over existing roofing.
- (b) **Repair Responsibility.** None.

#### ROLL ROOFING

- (1) **Water is trapped under roll roofing.**
- (a) **Standard.** Water shall not become trapped under roll roofing.
- (b) **Repair Responsibility.** If water becomes trapped under roll roofing during the warranty period, the builder will repair or replace the roofing as necessary to meet the standard guideline.
- (2) **Roofing is blistered but does not admit water.**
- (a) **Standard.** Surface blistering of roll roofing is caused by unusual conditions of heat and humidity acting on the asphalt and cannot be controlled by the builder.
- (b) **Repair Responsibility.** None.
- (3) **Water is standing on a flat roof.**
- (a) **Standard.** Water shall drain from a flat roof except for minor ponding within 24 hours of a rainfall.
- (b) **Repair Responsibility.** The builder will take corrective action to assure proper drainage of the roof.

**CHIMNEY**

- (1) **Crack in masonry chimney cap or crown causes leakage.**
  - (a) **Standard.** It is normal for caps to crack due to expansion and contraction, however unacceptable leaks may occur with cracking.
  - (b) **Repair Responsibility.** If cracking causes leakage the builder will repair.
- (2) **Brick veneer spalling from chimney surface.**
  - (a) **Standard.** Spalling of newly manufactured brick should not occur and is unacceptable.
  - (b) **Repair Responsibility.** Builder will repair newly manufactured brick when spalling occurs.

**CHIMNEY FLASHING**

- (1) **New chimney flashing leaks.**
  - (a) **Standard.** New chimney flashing shall not leak under normal conditions except where the cause is determined to result from ice build-up or the owner's actions or negligence.
  - (b) **Repair Responsibility.** The builder will repair leaks in new chimney flashing not caused by ice build-up or the owner's actions or negligence.

**GUTTERS AND DOWNSPOUTS**

- (1) **Gutter or downspout leaks.**
  - (a) **Standard.** Gutters and downspouts shall not leak.
  - (b) **Repair Responsibility.** The builder will repair leaks in gutters and downspouts.
- (2) **Gutter overflows during a heavy rain.**
  - (a) **Standard.** Gutters may overflow during a heavy rain.
  - (b) **Repair Responsibility.** The builder shall repair if gutters overflow during normal rains. The owner is responsible for keeping gutters and downspouts free from debris that could cause overflow.
- (3) **Water remains in the gutter after a rain.**
  - (a) **Standard.** When a gutter is unobstructed by debris, the water level shall not exceed 1/2 inch in depth.
  - (b) **Repair Responsibility.** The builder will repair the gutter to meet the standard guideline.

**SKYLIGHTS**

- (1) **Skylight leaks.**
  - (a) **Standard.** Skylights shall be installed in accordance with manufacturer's specifications. Leaks resulting from improper installation are unacceptable. Condensation on interior surfaces is not a leak and not considered a defect.
  - (b) **Repair Responsibility.** The builder will repair any improperly installed skylight to meet the standard guideline.

**PLUMBING****WATER SUPPLY SYSTEM**

- (1) **Pipe leaks.**
  - (a) **Standard.** No leaks of any kind shall exist in any soil, waste, vent or water pipe.
  - (b) **Repair Responsibility.** The builder will make repairs to eliminate leakage.
- (2) **Condensation appears on pipes, toilets and plumbing supply lines.**
  - (a) **Standard.** Condensation on pipes, toilets and plumbing supply lines may result at certain combinations of temperature and indoor humidity.
  - (b) **Repair Responsibility.** None.
- (3) **A faucet or valve leaks.**
  - (a) **Standard.** No faucet or valve shall leak because of defects in material or workmanship.
  - (b) **Repair Responsibility.** The builder will repair or replace the leaking faucet or valve.
- (4) **Water in plumbing pipe freezes and the pipe bursts.**
  - (a) **Standard.** Drain, waste, vent and water pipes shall be adequately protected to prevent freezing as

required by the applicable plumbing code for normally anticipated cold weather and in accordance with the design temperatures established by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers.

- (b) **Repair Responsibility.** The builder will correct situations not meeting the applicable code. The owner is responsible for draining or otherwise protecting pipes and exterior faucets exposed to freezing temperatures.
- (5) **Water pipe is noisy.**
  - (a) **Standard.** Because of the flow of water and pipe expansion the water pipe system will emit some noise. However, the pipes should not make the pounding noise called "water hammer".
  - (b) **Repair Responsibility.** The builder cannot remove all noises caused by water flow and pipe expansion. However, the builder will correct the system to eliminate "water hammer."

## PLUMBING FIXTURES

- (1) **The bathtub or shower leaks.**
  - (a) **Standard.** Bathtubs and showers shall not leak.
  - (b) **Repair Responsibility.** The builder will repair bathtub or shower leaks as necessary to meet the standard guideline.
- (2) **Plumbing fixture, appliance, or trim fitting is defective.**
  - (a) **Standard.** Plumbing fixtures, appliances and trim fittings shall comply with their manufacturer's guidelines.
  - (b) **Repair Responsibility.** None. Defective trim fittings, appliances and fixtures are covered under manufacturer's warranty.
- (3) **The surface of a porcelain or fiberglass plumbing fixture is cracked or chipped.**
  - (a) **Standard.** Cracks and chips in surfaces of bathtubs and sinks are unacceptable if visible from 3 feet in normal light.
  - (b) **Repair Responsibility.** The builder will not be responsible for repairs unless the damage is reported to the builder prior to acceptance of the job. If the problem resulted from improper manufacture, than the manufacturer's warranty will take precedence over the builder's responsibilities.
- (4) **Fiberglass tub or shower enclosure base flexes.**
  - (a) **Standard.** To be installed according to manufacturer's specifications.
  - (b) **Repair Responsibility.** Builder shall repair to meet standard guideline.
- (5) **Manufactured marble vanity top cracks at drain.**
  - (a) **Standard.** Vanity tops shall not crack when installed with proper sealants at drain connections.
  - (b) **Repair Responsibility.** The builder shall repair any deficiencies to meet the standard guideline within warranty period.

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## ELECTRICAL

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### FUSES AND CIRCUIT BREAKERS

- (1) **Fuse blows or circuit breaker trips.**
  - (a) **Standard.** Fuses and circuit breakers shall not be triggered by normal usage.
  - (b) **Repair Responsibility.** The builder will check wiring circuits for conformity with applicable national, state or local electrical code requirements. The builder will correct circuitry not conforming to applicable code specifications.
- (2) **Ground fault interrupter trips frequently.**
  - (a) **Standard.** Ground fault interrupters are safety devices installed as part of the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.
  - (b) **Repair Responsibility.** The builder will install ground fault interrupters in accordance with approved electrical codes. Tripping is to be expected and is not covered unless it is caused by defective installation.

### OUTLETS AND LIGHTS

- (1) **Electrical outlets, switches, or fixtures malfunction.**
  - (a) **Standard.** All electrical outlets, switches, and fixtures shall operate as designed.
  - (b) **Repair Responsibility.** The builder will repair or replace malfunctioning electrical outlets, switches, and fixtures, if supplied and installed by the builder.

- (2) **Ceiling fan vibrates excessively and is noisy.**
  - (a) **Standard.** The builder shall install fans per the manufacturer's specifications including blade balances.
  - (b) **Repair Responsibility.** The builder shall repair any fan installation not in accordance with standard guideline if supplied and installed by the builder.
- (3) **Exhaust fan is ducted to attic or crawl space.**
  - (a) **Standard.** Fans shall be ducted as per applicable codes.
  - (b) **Repair Responsibility.** The builder shall repair to meet standard guideline.
- (4) **Interior light fixture tarnishes.**
  - (a) **Standard.** Finishes on light fixtures may be covered under manufacturer's warranty.
  - (b) **Repair Responsibility.** None.
- (5) **Receptacle/switch too far off wall.**
  - (a) **Standard.** Receptacle/switch should not be more than 1/8 inch from the adjoining wall surface.
  - (b) **Repair Responsibility.** Builder will repair to meet standard guideline.

## INTERIOR CLIMATE CONTROL

### AIR INFILTRATION AND DRAFTS

- (1) **Air infiltrates around door or window.**
  - (a) **Standard.** Some infiltration is usually noticeable around doors and windows especially during high winds. No daylight shall be visible around frame when door or window is closed.
  - (b) **Repair Responsibility.** The builder shall repair to meet the standard guideline. Proper repair can be affected by adjusting or installing weather-stripping around doors and windows. In high wind areas, the owner may need to have storm windows and doors installed to eliminate drafts.
- (2) **Draft comes through electrical outlet.**
  - (a) **Standard.** Electrical junction boxes on exterior walls may allow cold air to flow through or around an outlet into a room. It may not be possible to eliminate this completely.
  - (b) **Repair Responsibility.** None.

### VENTILATION

- (1) **The attic or crawl space is inadequately ventilated.**
  - (a) **Standard.** The attic and crawl space shall be ventilated as required by the applicable building code.
  - (b) **Repair Responsibility.** The builder will provide for adequate ventilation. The builder is not responsible for actions by the owner that interfere with the ventilation system.

### HUMIDITY CONTROL AND CONDENSATION

- (1) **Condensation or frost appears on window.**
  - (a) **Standard.** Windows will collect condensation on their interior surfaces when extreme temperature differences and high humidity levels occur. Condensation usually results from humid conditions within the home that are created by the owner or during the curing process in a new space.
  - (b) **Repair Responsibility.** Unless the window condensation or frost is directly attributed to faulty installation, it usually results from conditions beyond the control of the builder. No corrective action is required. Occasional condensation in the kitchen, bath or laundry area is common and is therefore not a defect. It is the homeowner's responsibility to maintain proper humidity.

### AIR-DISTRIBUTION SYSTEM

- (1) **The ductwork makes noises.**
  - (a) **Standard.** When metal is heated, it expands, and when cooled, it contracts. The resulting "ticking" or "crackling" sounds generally are to be expected and do not constitute a defect.
  - (b) **Repair Responsibility.** Builder will correct excessively loud noises only.
- (2) **The ductwork produces excessively loud noises commonly known as oil canning.**
  - (a) **Standard.** The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not "oil can". The booming noise caused by oil canning is not acceptable.
  - (b) **Repair Responsibility.** The builder will correct the ductwork to eliminate noise caused by oil canning.

- (3) **Noise can be heard at the register.**
  - (a) **Standard.** Product should be correctly installed according to manufacturer's specifications.
  - (b) **Repair Responsibility.** None, if installed correctly. If installed incorrectly, builder will correct according to manufacturer's specifications.
- (4) **The air handler vibrates.**
  - (a) **Standard.** Product should be correctly installed.
  - (b) **Repair Responsibility.** None, if installed correctly. If installed incorrectly, builder will correct according to manufacturer's specifications.

### HEATING SYSTEM

- (1) **The heating system is inadequate.**
  - (a) **Standard.** The heating system shall be capable of producing an inside temperature of 70 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor under local, outdoor winter design conditions as specified in the **ASHRAE Handbook: Fundamentals**. National, state or local energy codes shall supersede this performance guideline where such codes have been locally adopted. Purchaser is responsible for minor adjustments such as balancing dampers and registers. On extremely cold days, a 5 to 6 degree difference between the actual inside temperature and the thermostat settings is acceptable. All rooms will vary in temperature by 5 to 6 degrees. This is acceptable under industry standards.
  - (b) **Repair Responsibility.** The builder will correct the heating system to provide the required temperature in accordance with the standard guideline or applicable code specifications. However, the owner will be responsible for balancing dampers and registers and for making other necessary minor adjustments.

### CENTRAL AIR-CONDITIONING SYSTEM

- (1) **Cooling of rooms is inadequate.**
  - (a) **Standard.** If air-conditioning is installed by the builder, the cooling system shall be capable of maintaining a temperature of 78 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor under local outdoor summer design conditions as specified in the **ASHRAE Handbook: Fundamentals**. In the case of outside temperatures exceeding 95 degrees Fahrenheit, the system shall keep the inside temperature 15 degrees Fahrenheit cooler than the outside temperature. National, state, or local codes shall supersede this guideline where such codes have been locally adopted. Purchaser is responsible for minor adjustments such as balancing dampers and registers. All rooms will vary in temperature by 5 or 6 degrees. This is acceptable under industry standards.
  - (b) **Repair Responsibility.** The builder will correct the cooling system to provide the required temperature in accordance with the standard guideline or applicable code specifications.
- (2) **Condensation line clogs.**
  - (a) **Standard.** None.
  - (b) **Repair Responsibility.** Condensation lines will eventually clog under normal use. The builder will provide unobstructed condensation lines at the time the job is accepted. The owner is responsible for maintaining them in that condition.
- (3) **Refrigerant line leaks.**
  - (a) **Standard.** Refrigerant lines shall not leak during normal operation.
  - (b) **Repair Responsibility.** The builder will repair leaking refrigerant lines and recharge the air-conditioning unit unless the damage was caused by the owner's actions or negligence.
- (4) **There is condensation on the outside of air handlers and ducts.**
  - (a) **Standard.** Air handlers and ducts will collect condensation on their exterior surfaces when extreme temperature differences and high humidity levels occur. Condensation usually results from humid conditions within the home that are created by the owner or during the curing process in a new space.
  - (b) **Repair Responsibility.** Unless the condensation or frost is directly attributed to faulty installation, it usually results from conditions beyond the control of the builder. No corrective action is required.
- (5) **Kitchen or bath fans allow cold air infiltration.**
  - (a) **Standard.** This is a normal condition beyond the builder's control.
  - (b) **Repair Responsibility.** None.

- (6) **There are gaps between HVAC vent or register covers and the wall or ceiling.**  
 (a) **Standard.** This is a normal condition beyond the builder's control.  
 (b) **Repair Responsibility.** None.

## INTERIOR

### INTERIOR DOORS

- (1) **Interior door is warped.**  
 (a) **Standard.** Interior doors (full openings) shall not warp in excess of 1/4 inch measured from corner to corner diagonally.  
 (b) **Repair Responsibility.** The builder will correct or replace and refinish defective doors to match existing doors as nearly as practical during the warranty period.
- (2) **Bifold doors come off tracks during normal operation.**  
 (a) **Standard.** Bifold doors shall slide properly on their tracks at the time the job is accepted. Cleaning and maintenance necessary to preserve proper operation are the owner's responsibility.  
 (b) **Repair Responsibility.** The builder will repair any bifold doors that will not stay on its track during normal operation, one time during the warranty period.
- (3) **Pocket door rubs in pocket during normal operation.**  
 (a) **Standard.** Pocket doors shall not rub in their pockets during normal operation.  
 (b) **Repair Responsibility.** The builder will repair the pocket door to meet the standard guideline, one time during the warranty period.
- (4) **Wooden door panel shrinks and splits.**  
 (a) **Standard.** Wooden door panels shall not split to the point where light is visible through the door.  
 (b) **Repair Responsibility.** The builder will fill splits in the door panel with wood filler and match paint or stain as closely as practical.
- (5) **Door rubs on jambs or builder-installed floor covering, or latch does not work.**  
 (a) **Standard.** Doors shall operate smoothly and door latches shall operate correctly.  
 (b) **Repair Responsibility.** The builder will repair the door and the door latch as necessary to meet the standard guideline.
- (6) **Door drags on carpet.**  
 (a) **Standard.** Doors shall not drag on carpet.  
 (b) **Repair Responsibility.** The builder will repair the door to meet the standard guideline if the builder installed the carpet as part of the contract.
- (7) **Door edge is not parallel to door jamb.**  
 (a) **Standard.** Where the builder installs the doorframe and door, the door edge shall be within 3/16 inch of parallel to the doorjamb.  
 (b) **Repair Responsibility.** The builder will adjust the door as necessary to meet the guideline.
- (8) **Door swings open or closed by the force of gravity.**  
 (a) **Standard.** Doors shall not swing open or closed by the force of gravity alone.  
 (b) **Repair Responsibility.** The builder will adjust the door as necessary to meet the guideline.
- (9) **Interior pre-hung doors are hinge-bound.**  
 (a) **Standard.** Doors shall move smoothly with limited resistance.  
 (b) **Repair Responsibility.** The builder shall repair door operation to match standard guideline.

### INTERIOR STAIRS

- (1) **Interior stair tread deflects too much.**  
 (a) **Standard.** The maximum vertical deflection of an interior stair tread shall not exceed 1/8 inch at 200 pounds force.  
 (b) **Repair Responsibility.** The builder will repair the stair to meet the standard guideline.
- (2) **Gaps exist between interior stair risers, treads and/or skirts.**  
 (a) **Standard.** Gaps between adjoining parts that are designed to meet flush shall not exceed 1/8 inch in width.  
 (b) **Repair Responsibility.** The builder will fix the gap with filler or replace parts as necessary to meet the standard guideline.
- (3) **Squeaking stair riser or tread.**  
 (a) **Standard.** Loud squeaks caused by a loose stair riser or tread are unacceptable, but totally squeak-

proof stair risers or treads cannot be guaranteed.

- (b) **Repair Responsibility.** The builder will refasten any loose risers or treads or take other corrective action to eliminate squeaking to the extent possible within reasonable repair capability without removing treads or ceiling finishes. Squeaks in risers or treads may occur when a riser has come loose from the tread, and is deflected by the weight of a person and rubs against the nails that hold it in place. Movement may occur between the riser and the tread or other stairway members when one tread is deflected while the other members remain stationary. Using trim screws to fasten the tread to the riser from above will sometimes reduce squeaking. If there is no ceiling below, gluing or nailing the riser to the tread or shimming will reduce squeaks but the total elimination of squeaks is practically impossible.
- (4) **Gaps exist between interior stair railing parts.**
  - (a) **Standard.** Gaps between interior stair railing parts shall not exceed 1/8 inch in width.
  - (b) **Repair Responsibility.** The builder will ensure that individual parts of the railing are securely mounted. Any remaining gaps will be filled or parts replaced to meet the standard guideline.
- (5) **Interior stair railing lacks rigidity.**
  - (a) **Standard.** Interior stair railings shall be attached to structural members in accordance with applicable codes.
  - (b) **Repair Responsibility.** The builder will repair any stair railings as necessary to comply with applicable codes.

### TRIM AND MOLDINGS

- (1) **Gaps at non-mitered joints of trim and moldings.**
  - (a) **Standard.** Openings at joints in trim and moldings, and at joints between moldings and adjacent surfaces, shall not exceed 1/8 inch in width at time of installation.
  - (b) **Repair Responsibility.** The builder will repair defective joints to meet standard guideline. Separation of trim and moldings can be caused by lack of control of indoor relative humidity by the owner and in such cases will therefore be excluded.
- (2) **Nails are not properly set or, where puttied, nail holes are not properly filled.**
  - (a) **Standard.** Setting nails and filling nail holes are considered part of painting and finishing. After painting or finishing, nails and nail holes shall not be readily visible from a distance of 6 feet under normal lighting conditions.
  - (b) **Repair Responsibility.** When the builder is responsible for painting, the builder shall take action necessary to meet standard guideline.
- (3) **Inside corner is not coped or mitered.**
  - (a) **Standard.** Trim edges at inside corners shall be coped or mitered. However, square edge trim may be butted.
  - (b) **Repair Responsibility.** The builder will finish inside corners to meet the standard guideline.
- (4) **Trim or molding miter edges do not meet.**
  - (a) **Standard.** Gaps between miter edges in trim and molding shall not exceed 1/8 inch at time of installation.
  - (b) **Repair Responsibility.** The builder will repair gaps that do not meet the standard guideline. Caulking or puttying with material compatible to the finish is acceptable.
- (5) **Interior trim is split.**
  - (a) **Standard.** Splits, cracks, and checking are inherent characteristics of all wood products, and are not a defect.
  - (b) **Repair Responsibility.** None.
- (6) **Hammer marks are visible on interior trim.**
  - (a) **Standard.** Hammer marks on interior trim shall not be readily visible from a distance of 6 feet under normal lighting conditions.
  - (b) **Repair Responsibility.** The builder will fill hammer marks and refinish or replace affected trim to meet the standard guideline. Refinished or replaced areas may not match surrounding surfaces exactly.

### CABINETS AND COUNTER TOPS

- (1) **Cabinets do not meet ceiling or walls.**
  - (a) **Standard.** Gaps in excess of 1/4 inch are unacceptable.
  - (b) **Repair Responsibility.** The builder will repair the gap with caulk, putty or scribe molding, or he will

- reposition/reinstall cabinets to meet the standard guideline.
- (2) **Cabinets do not line up with each other.**
    - (a) **Standard.** Cabinet faces more than 1/8 inch out of line, and cabinet corners more than 3/16 inch out of line, are unacceptable, unless the owner and the builder agree to disregard the guideline in order to match or otherwise compensate for pre-existing conditions.
    - (b) **Repair Responsibility.** The builder will make necessary adjustments to meet the standard guideline.
  - (3) **Cabinet is warped.**
    - (a) **Standard.** Cabinet warpage shall not exceed 1/4 inch as measured from the face frame to the point of furthest warpage, with the door or drawer front in a closed position.
    - (b) **Repair Responsibility.** The builder will correct or replace doors and drawer fronts as necessary to meet the standard guideline.
  - (4) **Cabinet door or drawer binds.**
    - (a) **Standard.** Cabinet doors and drawers shall open and close with reasonable ease.
    - (b) **Repair Responsibility.** The builder will adjust or replace doors and drawers as necessary to meet the standard guideline.
  - (5) **Cabinet door will not stay closed.**
    - (a) **Standard.** The catches or closing mechanisms for cabinet doors shall be adequate to hold the doors in a closed position.
    - (b) **Repair Responsibility.** The builder will adjust or replace the door catches or closing mechanisms as necessary to meet the standard guideline.
  - (6) **The joints of high-pressure laminate on countertop is delaminated.**
    - (a) **Standard.** Countertops fabricated with high-pressure laminate coverings shall not delaminate.
    - (b) **Repair Responsibility.** The builder will repair or replace delaminated coverings.
  - (7) **The surface of high-pressure laminate on countertop is cracked or chipped.**
    - (a) **Standard.** Countertops shall be free of cracks and chips at the time the job is accepted. Cracks or chips occurring after acceptance of the job are the owner's responsibility.
    - (b) **Repair Responsibility.** The builder will repair or replace cracked or chipped countertops only if they are reported prior to acceptance of the job.
  - (8) **Scratches on solid surface countertops.**
    - (a) **Standard.** Solid surface countertops shall be free of scratches at time of acceptance of the project.
    - (b) **Repair Responsibility.** The builder shall repair to meet the standard guideline.
  - (9) **Countertop is not level.**
    - (a) **Standard.** Countertops shall be no more than 3/8 inch in 10 feet out of parallel with the floor.
    - (b) **Repair Responsibility.** The builder will make necessary adjustments to meet the standard guideline.

## INTERIOR WALL FINISH

### LATH AND PLASTER

- (1) **Cracks are visible on finished wall or ceiling.**
  - (a) **Standard.** Cracks shall not exceed 1/16 inch in width.
  - (b) **Repair Responsibility.** The builder will repair cracks exceeding 1/16 inch in width only once during the warranty period. The builder will touch up paint repaired areas if the builder was responsible for the original interior painting. A perfect match between original and new paint cannot be expected and the builder is not required to paint an entire wall or room.

### GYPSUM WALLBOARD

- (1) **Nail pop, blister, or other blemish is visible on finished wall or ceiling.**
  - (a) **Standard.** Any such blemishes that are readily visible from a distance of 6 feet under normal lighting conditions are unacceptable.
  - (b) **Repair Responsibility.** The builder will repair such blemishes only once during the warranty period. The builder will touch up paint repaired areas if the builder was responsible for the original interior painting. A perfect match between original and new paint cannot be expected, and the builder is not required to paint an entire wall or room. The builder is not required to repair defects that are covered by wallpaper and, therefore, not visible.
- (2) **Cracked corner bead, excess joint compound, trowel marks or blisters in tape joints on drywall surface.**

- (a) **Standard.** Defects resulting in cracked corner bead, trowel marks, excess joint compound or blisters in tape are unacceptable.
  - (b) **Repair Responsibility.** The builder shall repair to meet the standard guideline one time within warranty period.
- (3) **Texture of gypsum wallboard does not match.**
- (a) **Standard.** Slight variations in texture are normal and will occur randomly.
  - (b) **Repair Responsibility.** None.
- (4) **Angular gypsum wallboard joints are uneven.**
- (a) **Standard.** This is a natural condition that occurs with randomly applied materials.
  - (b) **Repair Responsibility.** None.

### PAINT, STAIN AND VARNISH

- (1) **Mildew or fungus is visible on interior painted surface.**
- (a) **Standard.** Painted and finished surfaces shall be free of observable mildew and fungus at the time the job is completed. However, mildew or fungus may form on painted surfaces over time because of heat and moisture.
  - (b) **Repair Responsibility.** The builder will remove mildew and fungus before completion of the job. Subsequent mildew or fungus formation is a condition the builder cannot control. The owner is responsible for future cleaning of the painted item as necessary to prevent or remove mildew and fungus.
- (2) **Varnish or lacquer finishes have deteriorated.**
- (a) **Standard.** Clear finishes on interior woodwork shall not deteriorate during the warranty period.
  - (b) **Repair Responsibility.** The builder will retouch affected area of clear-finish interior woodwork and match the original finish as closely as practical.
- (3) **Interior paint does not "cover" the underlying surface.**
- (a) **Standard.** The surface being painted shall not show through new paint when viewed from a distance of 6 feet under normal lighting conditions.
  - (b) **Repair Responsibility.** The builder will recoat as necessary to meet the guideline and match surrounding areas as closely as practical.
- (4) **Interior surface is paint spattered.**
- (a) **Standard.** Paint spatters shall not be readily visible on walls, woodwork, floors or other interior surfaces when viewed from a distance of 6 feet under normal lighting conditions.
  - (b) **Repair Responsibility.** The builder will remove paint spatters to meet the guidelines.
- (5) **Brush marks show on interior painted surface.**
- (a) **Standard.** Brush marks shall not be readily visible on interior painted surfaces when viewed from a distance of 6 feet under normal lighting conditions.
  - (b) **Repair Responsibility.** The builder will refinish as necessary to meet the guideline and match surrounding areas as closely as practical.
- (6) **Lap marks show on interior paint or stain.**
- (a) **Standard.** Lap marks shall not be readily visible on interior paint or stain when viewed from a distance of 6 feet under normal lighting conditions.
  - (b) **Repair Responsibility.** The builder will refinish as necessary to meet the guideline and match surrounding areas as closely as practical.
- (7) **Interior painting, staining or refinishing is required because of repair work.**
- (a) **Standard.** A perfect match between original and new paint cannot be expected. Repairs required under these standard guidelines shall be finished to match the immediate surrounding areas as closely as practical.
  - (b) **Repair Responsibility.** The builder is only responsible for painting if it was part of the original contract. Where the majority of the wall or ceiling area is affected the area will be painted from breakline to breakline. The builder is not required to paint an entire room. The builder is only responsible if the builder painted the home in the original contract.
- (8) **Texture on blown or textured ceilings is uneven.**
- (a) **Standard.** This is a normal condition that occurs with randomly applied materials.
  - (b) **Repair Responsibility.** None.
- (9) **Resin bleeds through on interior trim.**
- (a) **Standard.** This is a normal condition that can be expected to occur with natural materials such as wood.

- (b) **Repair Responsibility.** None.

### WALLPAPER AND VINYL WALL COVERINGS

- (1) **The wall covering is peeling.**
- (a) **Standard.** The wall covering shall not peel off the walls. Note: Wallpaper applied in high moisture areas is exempted from this guideline because the problem results from conditions beyond the builder's control.
- (b) **Repair Responsibility.** The builder will reattach or replace the loose wall covering if the builder installed the covering. Builder is not responsible for discontinued patterns or colors or variations in colors.
- (2) **Patterns in wall covering are mismatched at the edges.**
- (a) **Standard.** Patterns in wall coverings shall match. Defects in the patterns themselves are the manufacturer's responsibility
- (b) **Repair Responsibility.** None.

### FLOOR FINISHES

#### CARPETING

- (1) **Carpet does not meet at the seams.**
- (a) **Standard.** It is not unusual for carpet seams to show. However, a visible gap at the seams is not acceptable.
- (b) **Repair Responsibility.** If the carpet was installed by the builder, the builder will eliminate visible gaps at carpet seams.
- (2) **Carpeting loosens or the carpet stretches.**
- (a) **Standard.** When stretched and secured properly, wall-to-wall carpeting installed as the primary floor covering shall not come up, loosen, or separate from the points of attachment.
- (b) **Repair Responsibility.** If the carpeting was installed by the builder, the builder will restretch or resecure the carpeting as necessary to meet the guideline.
- (3) **Spots or minor fading are visible on the carpet.**
- (a) **Standard.** Exposure to natural light may cause spots and minor fading of the carpet.
- (b) **Repair Responsibility.** None.
- (4) **Dead spots appear in padding areas below carpet surface.**
- (a) **Standard.** Carpeted areas shall have full coverage of pad consistent throughout the flooring area.
- (b) **Repair Responsibility.** The builder will repair any deficiencies to meet standard guidelines.

#### ROLL VINYL AND RESILIENT TILE FLOORING

- (1) **Nail pops appear on the surface of resilient flooring.**
- (a) **Standard.** Readily visible nail pops on resilient flooring are not acceptable.
- (b) **Repair Responsibility.** The builder will repair the nail pops that are readily visible.
- (2) **Depressions or ridges appear in resilient flooring because of subfloor irregularities.**
- (a) **Standard.** Readily apparent depressions or ridges exceeding 1/8 inch shall be repaired. The ridge or depression measurement is taken with the gap at one end of a 6-inch straightedge centered over the depression or ridge with 3 inches of the straightedge held tightly to the floor on one side of the defect.
- (b) **Repair Responsibility.** The builder will take corrective action as necessary to bring the defect within the acceptable tolerance so that the depression or ridge is not readily visible and is not more than 1/8 inch. The builder will not be responsible for discontinued patterns or color variations when replacing floor coverings.
- (3) **Resilient flooring loses adhesion.**
- (a) **Standard.** Resilient flooring shall not lift, bubble, or detach.
- (b) **Repair Responsibility.** At the builder's option, the builder will repair or replace the affected resilient flooring as necessary. The builder is not responsible for discontinued patterns or color variations when replacing the floor covering.
- (4) **Seams or shrinkage gaps show at resilient sheet flooring joints.**
- (a) **Standard.** Gaps at joints in resilient sheet flooring shall not exceed 1/16 inch in width. Where dis-

similar materials abut, the gap shall not exceed 1/8 inch.

- (b) **Repair Responsibility.** At the builder's option, the builder will repair or replace the affected resilient flooring as necessary to meet the standard guideline. The builder will not be responsible for discontinued patterns or color variations when replacing the floor covering.
- (5) **Bubbles appear on roll vinyl flooring.**
  - (a) **Standard.** Bubbles resulting from trapped air that protrude higher than 1/16 inch from the floor are not acceptable.
  - (b) **Repair Responsibility.** The builder will repair the floor to meet the guideline. The standard guideline does not apply to perimeter attached vinyl floors.
- (6) **Patterns on roll vinyl flooring are misaligned.**
  - (a) **Standard.** Patterns at seams between adjoining pieces shall be aligned to within 1/8 inch.
  - (b) **Repair Responsibility.** The builder will correct the flooring to meet the standard guideline.
- (7) **Resilient floor tile is loose.**
  - (a) **Standard.** Resilient floor tiles shall be securely attached to the floor.
  - (b) **Repair Responsibility.** The builder will attach loose resilient floor tiles securely to the floor. The old adhesive will be removed if necessary to resecure the tiles.
- (8) **Corners or patterns of resilient floor tile are misaligned.**
  - (a) **Standard.** The corners of adjoining resilient floor tiles shall be aligned to within 1/8 inch. Misaligned patterns are not covered unless they result from improper orientation of the floor tiles.
  - (b) **Repair Responsibility.** The builder will correct resilient floor tiles with misaligned corners to meet the standard guideline.
- (9) **Yellowing appears on surface of vinyl sheet goods.**
  - (a) **Standard.** The builder shall install vinyl flooring per manufacturer's specifications.
  - (b) **Repair Responsibility.** Yellowing from a manufacturer's defect is not covered by the builder. Some chemical compounds, such as the tar residue from a recently paved asphalt driveway, may cause a chemical reaction with the flooring material and result in permanent damage to the floor. The homeowner should be familiar with the proper use and care of their floors. Defects traced to owner's inappropriate use or care are not the builder's or manufacturer's responsibility.

## WOOD FLOORING

- (1) **Gaps exist between strip hardwood floorboards.**
  - (a) **Standard.** Gaps between strip hardwood floorboards shall not exceed 1/8 inch in width at time of installation.
  - (b) **Repair Responsibility.** The builder will repair gaps that do not meet the standard guideline. Proper repair can be affected by filling the gap. Relative humidity of the home can cause noticeable fluctuations in gaps between floorboards. This is a normal phenomenon in spaces that experience significant shifts in humidity. The owner is responsible for maintaining proper humidity levels in the home.
- (2) **Strip hardwood floorboard is cupped.**
  - (a) **Standard.** Cups in strip hardwood floorboards shall not exceed 1/16 inch in height in a 3-inch maximum span measured perpendicular to the long axis of the board. Cupping caused by exposure to moisture beyond the control of the builder is not covered.
  - (b) **Repair Responsibility.** The builder will correct or repair to meet the guideline.
- (3) **Excessive lippage is located at junction of prefinished wood flooring products.**
  - (a) **Standard.** Lippage greater than 1/16 inch is considered excessive.
  - (b) **Repair Responsibility.** The builder will repair to meet standard guideline. Lippage is the vertical distance between two floor types at the point where they meet.
- (4) **Voids in the floor finish.**
  - (a) **Standard.** Voids or "holidays" that are readily visible from a distance of 6 feet under normal lighting conditions are unacceptable.
  - (b) **Repair Responsibility.** The builder will repair to meet standard guideline.
- (5) **Top coating on hardwood flooring has peeled.**
  - (a) **Standard.** Field applied coating shall not peel during normal usage. Prefinished coatings are the manufacturer's responsibility.
  - (b) **Repair Responsibility.** The builder shall refinish any field-applied finishes that have peeled.
- (6) **Crowning of strip flooring has occurred.**
  - (a) **Standard.** Crowning in strip flooring shall not exceed 1/16 inch in depth in a 3-inch maximum span when measured perpendicular to the long axis of the board.

- (b) **Repair Responsibility.** The builder will repair to meet standard guideline.
- (7) **Hardwood flooring buckles from substrate.**
  - (a) **Standard.** Hardwood floor will not become loose from substrate.
  - (b) **Repair Responsibility.** The builder will repair to meet standard guideline.
- (8) **Excessive knots and color variation of strip hardwood flooring.**
  - (a) **Standard.** The builder will install the grade of hardwood as specified by the project. All wood should be consistent with grading stamp as specified.
  - (b) **Repair Responsibility.** The builder shall replace any improperly graded wood.
- (9) **Slivers or splinters appear in strip flooring.**
  - (a) **Standard.** Slivers or splinters that occur during the installation of the flooring are unacceptable.
  - (b) **Repair Responsibility.** The builder will repair to meet standard guideline. The imperfections that occur during installation can be shaved and the area filled prior to sanding and finishing.
- (10) **"Sticker burn" appears on surface of strip flooring.**
  - (a) **Standard.** Discoloration from stacking strips in hardwood flooring is unacceptable in certain grades of flooring.
  - (b) **Repair Responsibility.** The builder shall repair or replace areas with sticker burn if not permitted in grade of wood specified.

### TILE, BRICK, MARBLE, AND STONE FLOORING

- (1) **Tile, brick, marble, and stone flooring is broken or loose.**
  - (a) **Standard.** Tile, brick, marble, and stone flooring shall not break or loosen.
  - (b) **Repair Responsibility.** The builder will replace broken tiles, bricks, marble, and stone flooring and resecure loose tiles, bricks, marble and stone, unless the defects were caused by the owner's actions or negligence. The builder is not responsible for discontinued patterns or color variations when replacing tile, brick, marble, or stone flooring.
- (2) **Cracks appear in grouting of tile joints or at junctures with other material such as a bathtub.**
  - (a) **Standard.** Cracks in grouting of ceramic tile joints commonly result from normal shrinkage conditions.
  - (b) **Repair Responsibility.** The builder will repair grouting, if necessary, one time only during the warranty period. The builder will not be responsible for color variations or discontinued colored grout. The owner is responsible for regrouting these joints during the life of the home.
- (3) **There is excessive "lippage" of adjoining marble or ceramic tile.**
  - (a) **Standard.** "Lippage" greater than 1/16 inch is considered excessive, except where the materials are designed with an irregular height (such as hand-made tile).
  - (b) **Repair Responsibility.** The builder will repair to meet standard guideline. Lippage is the vertical distance between two floor types at the point where they meet.
- (4) **Grout or mortar joint is not a uniform color.**
  - (a) **Standard.** Any color variation that is readily visible from a distance of 6 feet under normal lighting conditions is unacceptable.
  - (b) **Repair Responsibility.** The builder will repair to meet the standard guideline.

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### MISCELLANEOUS

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#### FIREPLACE AND WOOD STOVE

- (1) **Fireplace or chimney does not consistently draw properly.**
  - (a) **Standard.** A properly designed and constructed fireplace and chimney shall function correctly. High winds can cause temporary negative or down drafts. Negative drafts can also be caused by obstructions such as tree branches, steep hillsides, adjoining homes, and interior furnaces. Some homes that have been constructed to meet stringent energy criteria may need to have a nearby window opened slightly to create an effective draft.
  - (b) **Repair Responsibility.** The builder shall correct as necessary if the problem is caused by a design or construction flaw.
- (2) **The chimney is separated from the structure.**
  - (a) **Standard.** Newly-built fireplaces will often incur slight amounts of separation. The rate of separation from the main structure shall not exceed 1/2 inch in any 10-foot vertical measurement.
  - (b) **Repair Responsibility.** The builder will repair gaps that do not meet the standard guideline. This is a one year covered item and not considered a structural item.

- (3) **Firebox paint is damaged by a fire in the fireplace.**
  - (a) **Standard.** None. Heat and flames may cause discoloration.
  - (b) **Repair Responsibility.** None.
- (4) **Firebrick or mortar joint is cracked.**
  - (a) **Standard.** Heat and flames from normal fires can cause cracking.
  - (b) **Repair Responsibility.** None.
- (5) **Simulated firebrick panel develops cracks.**
  - (a) **Standard.** This is a normal condition.
  - (b) **Repair Responsibility.** None.
- (6) **Rust appears on the fireplace damper.**
  - (a) **Standard.** This is a normal condition.
  - (b) **Repair Responsibility.** None.

### CONCRETE STOOPS AND STEPS

- (1) **Stoops or steps have settled, heaved, or separated from the house structure.**
  - (a) **Standard.** Stoops and steps shall not settle, heave, or separate in excess of 1 inch from the house structure.
  - (b) **Repair Responsibility.** The builder will take whatever corrective action is required to meet the standard guideline.
- (2) **Water remains on stoops or steps after rain has stopped.**
  - (a) **Standard.** Water shall drain off outdoor stoops and steps. Minor amounts of water can be expected to remain on stoops and steps for up to 24 hours after rain.
  - (b) **Repair Responsibility.** The builder will take corrective action to assure proper drainage of stoops and steps.

### GARAGE

- (1) **The garage floor slab is cracked.**
  - (a) **Standard.** Cracks in concrete garage floor greater than 3/16 inch in width or 1/8 inch in vertical displacement are excessive.
  - (b) **Repair Responsibility.** The builder shall repair to meet the standard guideline. Proper repair can be affected by thoroughly cleaning, filling, and troweling the surface using latex-fortified cement mixture or other materials designed to fill cracks and bond concrete.
- (2) **Garage concrete floor has settled, heaved, or separated.**
  - (a) **Standard.** The garage floor shall not settle, heave, or separate in excess of 1 inch from the structure.
  - (b) **Repair Responsibility.** The builder will take whatever corrective action is required to meet the standard guideline.
- (3) **Garage doors fail to operate properly under normal use.**
  - (a) **Standard.** Garage doors shall operate properly.
  - (b) **Repair Responsibility.** The builder will correct or adjust garage doors as required, except where the owner's actions or negligence caused the problem.
- (4) **Garage doors allow entry of snow or water.**
  - (a) **Standard.** Garage doors shall be installed as recommended by the manufacturer. Some snow or water can be expected to enter under unusual conditions.
  - (b) **Repair Responsibility.** The builder will adjust or correct garage doors to meet the manufacturer's recommendations.

### DRIVEWAYS

- (1) **Asphalt driveway develops cracks.**
  - (a) **Standard.** This is a normal condition.
  - (b) **Repair Responsibility.** None.

### WOOD DECKS

- (1) **Wood deck is springy or shaky.**
  - (a) **Standard.** All structural members in a wood deck shall be sized, and fasteners spaced, according

- to appropriate building codes, National Forest and Paper Association span tables, or a higher guideline agreed upon before construction by the owner and the builder.
- (b) **Repair Responsibility.** The builder will reinforce or modify, as necessary, any wood deck not meeting the standard guideline.
- (2) **Spaces between decking are not uniform.**
- (a) **Standard.** The spaces on opposite sides of individual deck boards shall not differ in average width by more than 3/16 inch at the time the project is accepted unless otherwise specified by the owner.
- (b) **Repair Responsibility.** The builder will realign or replace decking boards to meet the standard guideline.
- (3) **Railings on wood decking contain slivers in exposed areas.**
- (a) **Standard.** Railings on wood decks shall not contain slivers longer than 1/8 inch in exposed areas at the time the job is accepted.
- (b) **Repair Responsibility.** The builder will repair railings as necessary to remove slivers prior to acceptance of the job. Repair of slivers after acceptance of the job is an owner maintenance responsibility.
- (4) **Wood deck is out of level.**
- (a) **Standard.** No point on the deck surface shall be more than 1/2 inch higher or lower than any other deck surface point within 10 feet on a line parallel to the house, or proportional multiples of the preceding dimensions, unless the owner and builder agree to intentionally build a wood deck out of level in order to match or compensate for inaccuracies in the existing structure.
- (b) **Repair Responsibility.** The builder will repair the deck as necessary to meet the standard guideline. A slope of approximately 1/8 inch per foot is desirable in the perpendicular direction to shed water and prevent ice build-up.
- (5) **Wood decking boards are split, warped, or cupped.**
- (a) **Standard.** At the time the job is accepted, splits, warps and cups in wood decking boards shall not exceed the allowances established by the official grading rules issued by the agency responsible for the lumber species used for the deck boards, including but not limited to Southern Pine Inspection Bureau, Western Wood Products Association, West Coast Lumber Inspection Bureau, Redwood Inspection Service, and Northeastern Lumber Manufacturers Association
- (b) **Repair Responsibility.** The builder will replace decking boards as necessary to meet the standard guideline.
- (6) **Stain color variations are on wood deck.**
- (a) **Standard.** Stain color variations are not acceptable if they result from improper stain application or failure to mix the stain properly. Stain color variations resulting from other causes, such as weathering or varying porosity of the wood used to build the deck, are normal and are not covered by this guideline.
- (b) **Repair Responsibility.** The builder will restrain to meet the standard guideline.
- (7) **Wood decking board has nail head protruding.**
- (a) **Standard.** Nail heads shall not protrude from the floor of the wood deck during the warranty period.
- (b) **Repair Responsibility.** The builder will refasten nails with heads protruding from the floor of the deck so that the heads are flush with the surface. Nails should be driven flush when the deck is installed, but they may pop from the deck over time as the wood shrinks and expands.
- (8) **Nails on wood deck are "bleeding".**
- (a) **Standard.** Nail stains extending more than 1/2 inch from the nail and readily visible from a distance of more than 3 feet are not acceptable.
- (b) **Repair Responsibility.** The builder will eliminate nail stains to meet the standard guideline.
- (9) **Wood deck railing lacks rigidity.**
- (a) **Standard.** Wood deck railings shall be attached to structural members in accordance with applicable codes.
- (b) **Repair Responsibility.** The builder will repair wood deck railings as necessary to comply with applicable codes.

## LANDSCAPING

- (1) **Tree stumps have been left in disturbed area of property.**
- (a) **Standard.** If tree stumps were on the property in the disturbed area prior to the acceptance of the project, the builder is responsible.
- (b) **Repair Responsibility.** The builder will remove the stump from the area.

- (2) **Dead shrubs, plants, trees, or sod planted in disturbed area of property.**  
 (a) **Standard.** Any shrub, plant, tree, or sod planted by the builder as part of the landscape package that are alive as of the acceptance of the project and die after that acceptance are not the responsibility of the builder.  
 (b) **Repair Responsibility.** None.
- (3) **Grass seed does not germinate within 30 days of the acceptance of the project.**  
 (a) **Standard.** Grass seed not germinating within 30 days is unacceptable.  
 (b) **Repair Responsibility.** The builder will reseed affected areas unless specifically excluded in contract.
- (4) **Outdoor plants moved during work die after project is completed.**  
 (a) **Standard.** Plants that must be physically transported during the work shall be moved, maintained, and replanted by owner.  
 (b) **Repair Responsibility.** None.

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## WARRANTY STANDARDS AND COVERAGE FOR YEARS ONE AND TWO ONLY

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- (1) **Lack of water supply.**  
 (a) **Standard.** All on-site service connections to municipal water main and private water supply shall be the Builder's responsibility. Private systems shall be designed and installed in accordance with all approved building, plumbing and health codes.  
 (b) **Repair Responsibility.** Builder will repair if failure is the result of defective workmanship or materials. If conditions beyond Builder's control disrupt or eliminate the sources of the supply, the Builder has no responsibility. Potability of water is not covered by this warranty.
- (2) **Septic system fails.**  
 (a) **Standard.** Septic system should operate properly. Excessive use or failure to properly remove septage is not covered by this warranty.  
 (b) **Repair Responsibility.** Builder only will warrant against faulty workmanship and materials and will repair or replace to perform properly with the exception of the above mentioned items as well as:  
 1. Excessive use of water such as overuse of washing machine and dishwasher; including their simultaneous use;  
 2. Connection of sump pump, roof drains or backwash from water conditioner to the system;  
 3. Placing of non-biodegradable items in the system;  
 4. Addition of any harsh chemicals, greases, or cleaning agents, and excessive amounts of bleaches or drain cleaners;  
 5. Use of a food waste disposer not supplied by the contractor;  
 6. Placement of impervious services over the disposal area,  
 7. Allowing vehicles to drive or park over the disposal area;  
 8. Failure to periodically pump out the septic tank when required.
- (3) **Pipe leaks.**  
 (a) **Standard.** Condensation on pipes is normal and should be expected.  
 (b) **Repair Responsibility.** Builder will repair leaks.
- (4) **Clogged drain and sewers.**  
 (a) **Standard.** N/A.  
 (b) **Repair Responsibility.** Builder will repair only if caused by a defect in construction. Purchaser will pay for Builder's repair if not a construction defect.
- (5) **Ductwork separates.**  
 (a) **Standard.** Should not separate under normal conditions.  
 (b) **Repair Responsibility.** The Builder will repair.
- (6) **Wiring fails to carry specified electrical load.**  
 (a) **Standard.** Wiring should be capable of handling the required load.  
 (b) **Repair Responsibility.** Builder will correct to meet applicable building and electrical codes.

## VI. Complaint and Claim Procedure

- A. **Step One.** Upon discovery of some fault or defect which you believe is covered by this Agreement, you should first send a clear and specific **written** notice to your Builder. You must make your home available for inspections and repairs during normal working hours. **Notice to your builder does not constitute notice to QBW.**
- B. **Step Two.** If, after receiving notice, your Builder does not correct the item(s) within a reasonable time, you should then give written notice of your complaint to QBW by certified mail, return receipt requested. Note that QBW must receive written notice of your complaint no more than thirty (30) days after the expiration of the applicable warranty period. If your complaint is received by QBW after 30 days from the expiration of the warranty on the item, it will **not** be honored. **Notice to your Builder does not constitute notice to QBW. Telephone discussions will not protect your rights.** The notice to QBW must include: your warranty number and effective date, your name, address and telephone number, Builder name and address, as well as a description of the defect and the warranty standard which applies specifying the page and section of the warranty, as well as all previous written correspondence to the Builder pertaining to the defect. Telephone complaints will not be honored as notice. Photographs are not necessary, but if supplied will not be returned.
- C. **Step Three.** QBW will review your complaint and, if necessary, QBW will cause an investigator, who may be an employee of QBW, to view the defect and to report to both you and your Builder. The investigator's report will be completed within twenty (20) days from the date of inspection, if an investigator visits your property. The report will state the Builder's obligations. Upon receipt of this report, you have thirty (30) days to accept the report. Where a claimed defect is filed that cannot be observed or determined under normal conditions, it is the homeowner's responsibility to substantiate that the condition does exist. Any cost involved shall be paid by the owner, and if properly substantiated, reimbursement shall be made by your Builder or QBW, whichever is liable for the claim.
- D. **Step Four.** If you disagree with the investigator's report, you have (30) days to notify QBW and the Builder, in writing, that you disagree. In such event, disputed items shall be submitted for arbitration to the American Arbitration Association (AAA) or such other independent arbitration service as may be designated by QBW, for resolution in accordance with the New Home Warranty rules and regulations of the AAA or such other service. You must pay the cost of arbitration when filing a claim. Such arbitration shall be a condition precedent to the commencement of any litigation by the homeowner or Builder arising out of or connected with the rights and obligations created by this Agreement. Upon delivery of an arbitration award ("Award") to the parties, any party may, within twenty (20) days, request an appeal of the Award. A request for appeal must be sent, together with the appropriate administrative fee, to QBW, with copies of the request simultaneously being sent to all other parties. Upon receipt of the request for appeal and the appropriate administrative fee, QBW will forward the application to the AAA, or other service, for administration. The AAA, or other service, will appoint an Appellate Arbitrator to determine if the original Arbitrator exceeded the scope of his authority. The Appellate Arbitrator may not review any new or different complaints, but may modify or change the Award if he or she finds that the Award exceeds or does not meet the scope of the Warranty or its coverage. The AAA, or such party will notify all parties of the decision of the Appellate Arbitrator, which will be final. The Builder and QBW have agreed to be bound by the final award of arbitration or appellate arbitration, as applicable, in all states. Judgement upon the final award rendered in arbitration may be entered in any court having jurisdiction in those states where such arbitration is binding upon all parties thereto. This request for arbitration shall occur only after the investigation process has been completed if QBW determined that an investigation is necessary. If QBW determines that an investigation is not necessary, the matter will be referred to arbitration upon request and payment of the applicable fee. In the states where this arbitration can be legally binding on all parties to the arbitration, then this arbitration is binding. In states where this arbitration is not binding on one or more parties to the arbitration, then arbitration in accordance with this contract shall be a condition precedent to the commencement of any litigation by the homeowner or Builder to compel compliance with the warranty documents or to seek relief for any dispute arising out of the program.

1. **Acceptance.** If you accept the decision, you must sign a copy of that decision which will be provided for this purpose and you must then return the signed copy to QBW within thirty (30) days of its date. Your Builder will then perform as required by the decision, but neither QBW nor the Builder will be responsible for damages caused or made worse by your delay in accepting the decision. If the decision places a time period on your Builder's performance, the time allowed will be measured from the date QBW receives your acceptance of the decision. Sixty (60) days will be the standard time for compliance, weather conditions permitting.
2. **Rejection.** If you decide to reject the decision, your Builder is under no obligation to perform.
3. **Right of Access.** You must provide the Builder, or if applicable, QBW, with reasonable weekday access during normal business hours in order to perform its obligations under this Agreement. Failure by you to provide such access to the Builder or QBW may relieve the Builder or QBW of its obligations under this Agreement.

#### **NOTICE OF MAJOR STRUCTURAL DEFECT CLAIM TO QBW; TIME of NOTICE**

If you have a claim as a result of a Major Structural Defect occurring during the third through tenth years of this Agreement, you should notify QBW and QBW will investigate the claim. All such claims must be presented in writing to QBW (***not the Builder***) by certified mail, return receipt requested, within a reasonable time after the Major Structural Defect arises but in no event later than thirty (30) days after the expiration of the term of this Agreement. Claims received after this period will not be honored. Notice should include the information requested in item B above.

#### **VII. Legal Actions.**

This Agreement provides a procedure for you to give notice to both the Builder and QBW of potential claims, to have an inspection at no cost to you, and to give the Builder or QBW, as appropriate, an opportunity to fulfill their obligations hereunder. If you institute legal proceedings against the Builder or QBW for any obligation arising or claimed to have arisen under this Agreement prior to giving the Builder or QBW the proper notices and opportunities to cure provided under this Agreement and prior to using the dispute settlement procedure herein, you agree to indemnify the Builder and QBW for all costs and expenses of such litigation, including reasonable attorneys' fees, regardless of whether you have an otherwise legitimate claim under this Agreement. For purposes of this Agreement, litigation shall include arbitration proceedings. In the event you commence any legal action against QBW, prior to complying with all steps in the complaint procedure, you agree to reimburse QBW, or any other agent of QBW, for all of its costs and expenses of litigation, including reasonable attorneys' fees.