

PROHOME[®]

Warranty Management Services Since 1983

THE BUILDER'S LIMITED WARRANTY

PHIM 18.6



FOR ALL CALLS
INCLUDING EMERGENCIES
248-449-1100

WWW.PROHOMEMICHIGAN.COM

Your BUILDER, NOT *PROHOME*, is the explicit Warrantor of your home in accordance with the terms and conditions set forth herein.

DEFINITION

BUILDER: _____

OWNER(S): _____

HOME ADDRESS: _____

WARRANTY ID: PHIM 18.6 _____

WARRANTY COMMENCEMENT: Loan Closing/Settlement or Occupancy,
(whichever occurs first)

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PROCEDURE FOR WARRANTY PERFORMANCE

Procedures relating to the performance under this BUILDER’s Limited Warranty PHIM 18.6 – hereinafter referred to as “Limited Warranty” – shall be in accordance with the standards and requirements stated herein.

Your BUILDER, NOT PROHOME, is the explicit Warrantor of your home under this Limited Warranty.

PRE-CLOSING ORIENTATION WALK-THROUGH AND SERVICE PERFORMANCE.

A. PRE-CLOSING ORIENTATION WALK-THROUGH

Prior to closing or occupancy, the OWNER and a **PROHOME** representative will conduct a **PRE-CLOSING ORIENTATION WALK-THROUGH** (hereinafter referred to as Pre-Closing Walk-Through) of the home and the property on which it is located. At that time, **PROHOME** shall prepare and submit to BUILDER on **PROHOME** forms, a listing of defects noted by OWNER that do not meet the standards as listed in the current *Residential Construction Performance Guidelines* (as published by the National Association of Home BUILDERS), including specific OWNER concerns regarding perceived differences with contractual selection sheet items. The BUILDER will repair defects and review the contractual issues so listed. If an exception occurs, the OWNER will be notified by the BUILDER.

B. REQUEST FOR WARRANTY PERFORMANCE - GENERAL

PROHOME is your BUILDER'S Warranty Management Representative. The Limited Warranty Term is One (1) Year (the Limited Warranty Term) or as outlined/modified in the purchase agreement from the date of occupancy or closing/settlement, whichever occurs first. All warranty related communications concerning your home are to be directed to **PROHOME**. All requests for warranty service must be submitted to **PROHOME - IN WRITING WITHIN THE TERM OF THE LIMITED WARRANTY.**

When OWNER contacts **PROHOME**, the OWNER must provide **PROHOME** with the following information:

1. OWNER Name, Community, Lot Number, Mailing Address and Phone Number
2. BUILDER'S Name
3. Settlement/Closing Date
4. Specific Nature of Service Performance Requested

Your BUILDER’S warranty program is managed via the **PROHOME** online warranty management system. This **PROHOME** online system allows individualized access for all warranty process participants (i.e., BUILDER, Subcontractors, OWNER, and **PROHOME**), thereby ensuring program transparency and performance accountability. The **PROHOME** online system’s web address is noted on the front cover of this Limited Warranty. Following is how you go about activating the claim registration portal:

1. Initiate the process by contacting **PROHOME**. We will need to activate the Claim Registration Form before you can start registering your claims. You can either call the office at the phone number listed on the front cover of this Limited Warranty or email our Administrator to initiate this process. Your request will be processed by our Administrator during normal business hours (Monday through Friday, 8 am to 5 pm).
2. **PROHOME** will inform you when the claim registration portal has been activated. This will be either during your phone call or via a reply email.
3. Log into the system and register your claims. See Website for instructions.

If you don't have use of a computer to register your potential warranty claims via the online system, warranty claims can be registered via a Work Form that will be mailed to you. This form allows you to register your warranty claims in your own handwriting. Simply call our office to request a Work Form be mailed to you.

C. REQUEST FOR WARRANTY PERFORMANCE

Your BUILDER has provided you an opportunity to have a **30-Day and 11-Month** ("Final Inspection") warranty term inspection. These inspections are for non-emergency warranty claims and take place approximately 30-60 days and/or 11 months following your settlement/closing date. After 60 days of occupancy, all potential non-emergency claims will be held until the 11-month warranty walk. The procedures for emergencies are covered separately in this Limited Warranty. **IT IS THE OWNER'S RESPONSIBILITY TO CONTACT PROHOME TO SCHEDULE THE 30-DAY AND/OR 11-MONTH WALK-THROUGHS AND TO REPORT ALL WARRANTY CLAIMS.** Our office's phone number is located on the front of this Limited Warranty. Alternatively, you can also email or call the scheduling department to request a walkthrough.

Subject to the foregoing, warranty requests may be submitted for any issue in the home that does not meet the warranty standards as listed in Section VII (Warranty Coverage And Conditions) of this Limited Warranty during the Limited Warranty Term.

D. WARRANTY REPAIRS

All work undertaken to address an approved warranty claim is performed by your BUILDER and/or your BUILDER'S subcontractors. Neither the BUILDER nor its subcontractors work for **PROHOME**. However, please keep **PROHOME** informed if you are dissatisfied with any subcontractor's performance or work and **PROHOME** will ensure your BUILDER is aware of your concerns so they can take the appropriate follow-up action.

FAILURE TO ALLOW ACCESS TO YOUR HOME TO INSPECT A WARRANTY CLAIM OR TO REPAIR APPROVED WARRANTY CLAIMS BY A PROHOME REPRESENTATIVE, YOUR BUILDER OR YOUR BUILDER'S SUBCONTRACTOR(S) MAY VOID THIS LIMITED WARRANTY. OWNER MUST PROVIDE ACCESS TO THE HOME DURING NORMAL WORKING HOURS – 8 AM to 5 PM MONDAY THROUGH FRIDAY.

PLEASE ENSURE YOU CALL WITHIN THE SCHEDULED SERVICE PERIODS 30-60 DAYS AND/OR 11-MONTHS AFTER CLOSING/SETTLEMENT OR OCCUPANCY, WHICHEVER OCCURRED FIRST, TO REQUEST WARRANTY PERFORMANCE.

PRE-CLOSING ORIENTATION WALK-THROUGH

Prior to settlement/closing or occupancy, OWNER, and a representative from **PROHOME** will conduct a Pre-Closing Orientation Walk-Through of the home and property.

◆ **Our Responsibilities**

A **PROHOME** representative will tour your home with you, noting areas of concern on the Pre-Closing Orientation Attachment A Form (hereinafter referred to as the “Punch List”). A copy of this form is depicted on the next page. Our representative will also conduct an orientation of your home by demonstrating and educating you on specific components of your new home. For example, the representative will show you the locations of your electrical box, water shut-off valves, reset on the garbage disposal and many other functions within your home, and will introduce you to the **PROHOME** Warranty Management System.

During this walk-through, the **PROHOME** representative will list any defects pointed out by you that fail to meet the standards as listed in the current *Residential Construction Performance Guidelines* (published by the National Association of Home Builders), including specific OWNER concerns regarding perceived differences with selection sheet items. Your **PROHOME** representative will discuss this form with you in its entirety. The completed form will be submitted to your BUILDER. You will also receive a PDF copy of the Punch List via email following this walk-through. Pay particular attention to all items listed in Paragraph 1 of the Pre-Closing Orientation Form for “cosmetic” damage (e.g., nicks, chips, scratches, gouges, etc.). **Your Limited Warranty does NOT cover post settlement “cosmetic” damage to these items.** See page 4 for a sample of this form.

Please note that during the Pre-Closing Orientation Walk-Through the **PROHOME representative will "Tag, Note and in some cases photograph" areas of concern, or items that do not meet local or national standards. Inspection standards such as normal lighting, required viewing distances, and heights will be strictly enforced.**

◆ **Your Responsibilities**

Pay particular attention during your walk-through to the specific items noted on the Punch List. Each concern or specific issue will be reviewed by the BUILDER and approved or rejected in accordance with your contract as well as building codes and construction standards. A copy of this completed form will be emailed to you after the Walk-Through. A sample of the Pre-Closing Orientation and Pre-Closing Orientation Attachment A Forms are depicted on the following page.


◆ **Your BUILDER'S Responsibilities**

It is your BUILDER'S responsibility to correct only the approved work noted on the Punch List. **PROHOME does NOT perform any of the work.** Your BUILDER'S representative (i.e., project manager/superintendent) is responsible for completing the approved Punch List items. **All questions or concerns you have regarding incomplete work noted on the Punch List MUST be directed to your BUILDER'S representative.**

Enjoy your new home. If you have any questions or concerns, please do not hesitate to contact our office.

Your BUILDER, NOT PROHOME, is the explicit Warrantor of your home under this Limited Warranty.

PRE-CLOSING WALK-THROUGH FORMS



PRE-CLOSING ORIENTATION


Builder _____ Subdivision _____ Lot # _____
 Homeowner #1 _____ Phone # _____
 Homeowner #2 _____ Phone # _____
 Address _____ City/State/Zip _____
 Email _____

Dear Homeowner,
 To ensure that nothing has been overlooked, please review the outline below. Your signature indicates that acceptance of the house as tendered. This acceptance does not affect your rights to warranty work under the terms of the Builder's Limited Warranty and one signature shall bind all persons residing in the home.

- That particular note has been taken on the condition of:
 - Sinks, Tubs and Plumbing Fixtures
 - Countertops
 - Ceramic Surfaces & Grout
 - Windows and Screens
 - Floor Coverings of ALL Types
 - Electrical Fixtures
 - Hardware Furnishings
 - Paint, Drywall, Caulk
 - All Hardwood Finishes
- That the following items have been discussed, demonstrated or provided operational manuals for:
 - Furnace, Routine Maintenance & Humidifier
 - Water Heater (pilot, pressure relief, temperature control, drain)
 - Gas and Water Shut Off, Breaker Box, GFCI
 - Outside Faucet (do not leave hose hooked up during winter)
 - Backup Sump Pump & Sump Pump failure insurance is highly Recommended.
 - Homeowner understands that all consequential water or other damages shall start with homeowners insurance who may subordinate to the appropriate parties.
- That you have received a copy of the **ProHOME Warranty/Service Guide Manual**
- Homeowner has inspected entire house and accepts as tendered, other than the items noted on PRE-CLOSING ORIENTATION ATTACHMENT A.

Accepted on this Date _____	FIELD USE _____
Homeowner #1 _____	OFFICE USE _____
Homeowner #2 _____	_____
Builder Rep _____	Scheduled Closing Date _____
ProHOME Walk Rep _____	Selling Price \$ _____
ProHOME Inhouse Rep _____	ProHOME Book Version _____

Form Pre-Closing Orientation 7/16/2020



New Home Orientation Checklist

A. GENERAL OUTSIDE

1. Owner understands the functions and importance of sweep holes and expansion joints.
2. Located the gas and electric meter and ground wire.
3. Located and explained sink and sewer clean outs.
4. Owner understands that all concrete surfaces may experience hairline cracks that are not structurally significant or covered by warranty unless they are outside of a control joint and exceed 1/8" in width or deflection for exterior concrete and 3/16" for interior concrete.
5. Explain the specific instruction contained in the automatic overhead door opener.
6. Ground settlement must be within the parameters detailed in the ProHOME manual before it will be considered warrantable. Refer to your ProHOME manual for specific details for settlement repair. A washed out yard is the responsibility of the Homeowner and not covered after occupancy.
7. Any grass, trees, or landscaping planted by Builder is the homeowners responsibility to keep alive and is not covered under the builders warranty.
8. Verify Door Bell Operation.
9. Verify all gutter downspout extensions are in place.

B. GENERAL INSIDE

1. Aesthetic items after occupancy are not warranted including paint, damage, & scratches of any kind.
2. Homeowner must monitor humidity levels year round to maintain below 50% in the summer and maintain adequate humidity in the winter. Any natural items in your home that expand or shrink after occupancy is due to environment changes and not under the control of the builder and is not covered under your warranty. This includes hardwood floors, interior trim, doors, and counter backslashes. Excessive humidity will cause condensation on windows and water pipe.
3. Homeowner understands that the Builder is not responsible for any damage caused by the existence of mold, fungus, or mildew and that the Builder has no obligation to address such conditions under any circumstance at any time.
4. Explain that the threshold is adjustable and how to adjust.
5. Identify location of water main shutoff & Document water meter reading.
6. Cracks in drywall are normal. This is caused by your home curing and drying during the first year. Note: 11 month drywall repairs are not repaired by the Builder.
7. Cracks in tile grout are normal. This is caused by your home drying during the first year and is the homeowners responsibility to maintenance as outlined on the ProHOME Website.
8. Outside doors may stick slightly depending on the extreme weather conditions.
9. Demonstrate fireplace operation and instructions of use and care.
10. Security System - contact Security Company direct.
11. Instruction and proper cleaning maintenance of tile, marble, mirrors, fiberglass, porcelain, shower doors, cabinets, counter tops, and stainless steel.
12. Show location and use of all switched outlets & Ceiling fan Pre-wires.
13. Show proper operation and maintenance of windows and screens.
14. Owner understands that we recommend that all concrete should be sealed. Basement floor, Garage floors, sidewalks, and driveways. This is not provided by the builder and is a recommendation only to preserve the look from exterior staining, salt damage and dust & moisture control in the basement.

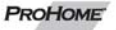
15. Owner is responsible for general maintenance including interior and exterior caulking, lubricating interior and exterior doors, garage doors, groud touchup as these are not covered under the warranty.
16. Instruction of cleaning of aerators and show water cutoffs & shower diverter & tub stopper
17. Review ProHOME website for spring and fall general maintenance tips to keep your home healthy.
18. Remember to check AC in spring and heat in fall before it is needed as service is on a first call basis.
19. Demonstrate the smoke detectors, that they are wired together and change batteries when needed.
20. Explain full operation of the electrical panel and all GFCI in kitchen, bathrooms, basement & exterior.
21. HVAC filter location and size. Explain that they should be inspected and changed when needed.
22. Instruction on the use and care of the disposal.
 - Reset button.
 - Un-jam key.
 - Verified operation.
23. If appliances issue, always check breaker Call 800# for manufacture not ProHOME.
24. Dumping softener into sump cock will void warranty, dumping into sewer systems is prohibited.
25. Explain hot water heater tank, pressure relief valve, pilot, and settings.
26. Homeowner understands if water softener is installed, pressure relief valve on hot water heater is not warrantable by builder unless expansion tank is installed with softener. See PH Website
27. Homeowner understands Builder recommends backup for sump pump.
28. Location and proper operation of thermostat, general maintenance of HVAC system
29. AC and Garage doors serviced during normal business hours and not as an emergency.
30. If heat or AC does NOT operate, check the following before calling for service:
 - Thermostat setting, 2. Breaker, 3. Clean filter.
31. All non-emergency items are held and addressed at either your 30 or 11 month walk.
32. You understand that it is your responsibility to contact ProHOME to schedule 30 day and 11 month Warranty term walks. 30 Day walk is after 30 days of occupancy and prior to 60 days and 11 month must be done prior to your first year anniversary. ProHOME does not remind you to request warranty walks.
33. Homeowner understands that all items shall be addressed by the builder on the pre-closing Attachment A and repaired using standard building practices.
34. If any service is requested and found to be the fault of the homeowner, servicing company shall invoice homeowner directly for trip charge

C. UNDERSTANDING THE PROHOME PROCESS

1. Explain ProHOME Book and Emergency procedures.
2. Explain utilizing Warranty, Claim ID# and Claim Registration.
3. Explain 30 Day and 11 Month Term Walk for Claim Registration.
4. I received a copy of my ProHOME Pre-Closing Inspection Form.

I HAVE REVIEWED AND HAVE BEEN INSTRUCTED IN THE USE AND CARE OF THE ABOVE LISTED ITEMS IN MY NEW HOME WITH A PROHOME REPRESENTATIVE AND UNDERSTAND EACH ITEM. I UNDERSTAND MY BUILDER IS THE WARRANTOR OF MY NEW HOME AND NOT PROHOME THEREFORE HOLDING PROHOME HARMLESS IN ALL MATTERS REGARDING BUILDER AND SUBCONTRACTOR PERFORMANCE. YOU ALSO UNDERSTAND THAT ANY ITEMS LISTED ON YOUR "ATTACHMENT A" THAT ARE NOT CONTRACTUAL WILL NOT APPLY

HOMEOOWNER SIGNATURES _____ DATE _____
 _____ DATE _____
 ADDRESS _____ LOT/BLOCK _____
 PROHOME REP. _____



Attachment "A"

Today's Date _____

Subdivision _____ Water Meter _____
 Lot # _____ Page _____ of _____
 Address _____ Builder _____
 City/State/Zip _____ Builder Rep _____
 Homeowner #1 _____ Phone _____

Location	Description	Contractor
1 General	Paint touchups Main	
2 Cabinet Touch-ups	Kitchen Master Other	
3 General	Complete all interior & Exterior Items Per Contract	
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

All mentioned concerns have been included in this listing.

Homeowner's Signatures _____

Please Contact Your Builder Not PROHOME Regarding These Items
 This Attachment "A" Does not constitute a contractual obligation by the Builder.

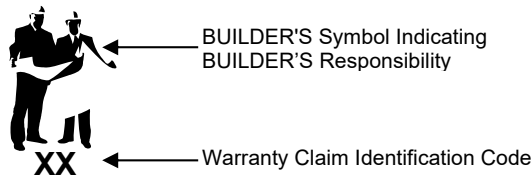
HOW TO USE YOUR WARRANTY

This section will help you understand which items in your home are covered under this Limited Warranty and which items are not covered under this Limited Warranty. Items not covered under this Limited Warranty (**non-warranted claims**) are considered homeowner maintenance, manufacturer’s warranty, insurance and/or contractual and may be the OWNER’S responsibility. Items covered under this Limited Warranty are the responsibility of the BUILDER.

The following symbol will assist you in easily identifying warranty claims that are the BUILDER’S responsibility to perform. All warranty claims covered by this Limited Warranty are annotated with this symbol and located in Section VII (Warranty Coverage and Conditions) of this Limited Warranty.



This symbol denotes **Warranty Claims**. The BUILDER is potentially responsible for items marked with this symbol. The letters in bold underneath the symbol is the **CLAIM IDENTIFICATION CODE**. It is important that you use this Claim ID Code whenever registering a Warranty Claim. The online system and Work Form require this Claim ID Code to process and validate a claim.



Remember, a Warranty Claim ID Code is required to process any warranty claim request.

REQUESTING A WARRANTY INSPECTION AND REGISTERING WARRANTY CLAIMS

IT IS THE OWNER'S RESPONSIBILITY TO CONTACT *PROHOME* TO SCHEDULE THE 30-DAY AND 11-MONTH WALK-THROUGHS.

Although the claim registration process isn't difficult, we suggest you follow these three (3) simple steps or watch our video on the ProHome Michigan website in order to streamline the process:

STEP 1 Identify All Potential Warranty Claims

- ◆ Walk through your home and document your warranty claims on a notepad.

STEP 2 Verify Potential Warranty Claims & Locate the Claim ID Code

- ◆ Check this Limited Warranty's Table of Contents to locate the appropriate Warranty Coverage and Condition page (e.g., Drywall, Electric, Plumbing, etc.) for your potential warranty claim.
- ◆ Locate the paragraph that specifically addresses your potential warranty claim and verify that the potential warranty claim exceeds the listed warranty standard.
- ◆ Make note of the Claim ID Code if the potential warranty claim exceeds the listed warranty standard. This Claim ID Code will be used in the claim registration process.
- ◆ If you cannot locate a Claim ID Code regarding your potential warranty claim then your potential request is likely **NOT** covered by this Limited Warranty, but you may still submit the potential claim for review.
- ◆ Remember, we cannot process a potential warranty claim without a Claim ID Code.

STEP 3 Call or Email *PROHOME SCHEDULING DEPARTMENT*

- ◆ Contact our office during the 30-60 Days or 11-Month inspection windows to schedule a warranty inspection.
- ◆ Our Scheduler will ask you how many warrantable claims you have identified using the warranty manual. Group like claims together. Example. "I have 3 doors that do not latch"
- ◆ The ***PROHOME*** administrator will activate the claims registration portal in the online system where you will be able to register your potential warranty claims.
- ◆ Inform the ***PROHOME*** representative if you don't have use of a computer or phone/tablet. Our administrator will ask you for the exact number of potential claims you wish to register. This will tell us how long we need to schedule your inspection for and how many Work Forms to mail to you.

Please remember, you cannot process a Claim without a Claim ID Code.

ONLINE WARRANTY MANAGEMENT SYSTEM

The **PROHOME** online warranty management system was created to provide transparency into the warranty management process. Unique login credentials are available for all warranty process stakeholders (BUILDER, OWNER, Subcontractor(s), and **PROHOME**). The web address for the online portal is located on the front cover of this Limited Warranty.

The online portal is only to be used by OWNERS for registering their 30-Day or 11-Month warranty claims. **All Emergency issues must be called into the office so we can triage the situation with you. Our office phone number is located on the cover of this Limited Warranty.**

Once you have contacted our office, the claim registration portal will be activated. This is evidenced by the fact that the second button from the top on the menu has been turned green. Here is a screen shot depicting this.



Clicking on the **Register Service Request Warranty Claims** button will take you to the claim registration form. Here are the steps to register your warranty claims using this form:

1. Select the **Category** from the drop-down list. The “Category” corresponds to the various topical areas as listed under the Warranty Coverage and Conditions in Section VII of this Limited Warranty (e.g., Attic, Blacktop, Cabinets, etc.)

Category:

2. Select the proper **Request Code** from the drop-down list. The “Request Code” is synonymous with the Claim ID Code. The drop-down list will depict the Claim ID Code for this specific Category. For example, a claim dealing with cabinet issues is addressed under Claim ID Code “CB”. In this example you would select CB.

Request Code:

(To make this simple, there is only one claim request per category)

3. Select the **Problem Location** from the drop-down list (e.g., Master Bedroom, Kitchen, etc.)

Problem Location:

- 4. Enter a description of the claim in the **Problem Description** field. Be specific with your description. **NOTE: It may let you enter more, only 100 characters captured.**

Problem Description:

(Please keep the description short.)

- 5. If you would like to, you can upload a digital photo of your claim. Simply browse to the location of the file on your computer and attach it. **Make sure you give the picture a Caption name.**

Attach Picture:

Caption:

- 6. Save the claim by clicking on the green **Save This Item** button.



- 7. The system will save your entry. The potential warranty claim that you just registered will be depicted at the bottom of the form. Here is an example:

Request#	Description	Location
2193	Door is warped.	Dining Room

- 8. Once your claim has been saved, the form will reset, and you can register additional claims following the above listed procedures.
- 9. It is possible for you to exit out of the system and return later to finish registering your claims. Simply click on the blue **Exit** button toward the bottom of the form. This will take you to the main menu screen. Click on the red **End Your ProHome Session** button. You can log back in later, click on the green **Register Service Request Warranty Claims** button on the main menu and resume registering claims.
- 10. Once all your desired claims have been registered, click on the red **All Finished** button. This button is located toward the bottom of the form on the right side. **Important: the claims registration portal will close once you click on the All Finished button (i.e., you won't be able to register additional claims). So, make sure you have registered all of the warranty claims you wish to register.**



- 11. The system will notify our office within seconds of you clicking the **All Finished** button. Our administrative staff will attempt to contact you within one (1) business day to schedule your Warranty Walk-Through.

WORKFORM

(ONLY USED WITHOUT COMPUTER ACCESS)

The WorkForm is only mailed to those individuals that don't have use of a computer or phone/tablet to register their warranty claims. The WorkForm will be mailed to you by our administrator following your call to request an inspection. Please keep in mind that your call to schedule an inspection must occur during either of the established Warranty Service Request Periods. You must complete the WorkForm to register all potential warranty claims.

Claims cannot be added to the list once *PROHOME* has completed the scheduled 30-Day or 11-Month Warranty Term Walk-Through. These new claims will have to be processed as a separate request.

IMPORTANT DIRECTIONS:

Make sure you list all the potential warranty claims you would like to register on the Work Form. The Work Form must be completed prior to the start of the scheduled warranty inspection appointment. The time allotted for this appointment is to review each warranty claim with you, to take digital photos of your claim(s) and to make warranty determinations based on the specific warranty standards listed in Section VII (Warranty Coverage And Conditions) in this Limited Warranty. Please provide your Work Form to the *PROHOME* representative when he/she arrives at your home for the appointment.

DO NOT MAIL THE COMPLETED FORM BACK TO OUR OFFICE. RETAIN THE COMPLETED FORM UNTIL YOUR APPOINTMENT.

Complete the *PROHOME* Work Form with the following information:

- ◆ **Warranty Claim ID Code**
 - This is the alpha numeric ID located below the BUILDER symbol
- ◆ **Location of Problem**
 - Example: Front Door
- ◆ **Description of Problem**
 - Example: Doesn't latch

A sample of the *PROHOME* Work form is located on the next page.

REQUESTING INSPECTION & CLAIM REGISTRATION SECTION IV

Today's Date _____

PROHOME

30 Day / 11 Month Form

Subdivision _____	Lot # _____
Address _____	Page <u>1</u> of _____
City/State/Zip _____	Builder _____
Homeowner _____	Builder Rep _____
Email _____	Phone _____

Warranty Code	Location	Description	W / NW
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

All mentioned concerns have been included in this listing.

Homeowner's Signatures _____

PROHOME[®] Workform

WARRANTY INSPECTION & NEXT STEPS

Here is a quick synopsis of the steps that will be followed from the warranty inspection to the scheduling of approved warranty work:

- ◆ *PROHOME* will review your warranty claims with you and make a warranty determination based on the explicit warranty standards listed in this Limited Warranty.
- ◆ All claims will be discussed with you during the Walk-Through. Warranty determinations will be made during your walkthrough based on the guidelines here in.
- ◆ Actual warranty work **will not** be performed during the warranty inspection appointment.
- ◆ *PROHOME* meets weekly with your BUILDER to review all warranty claims presented by OWNERS during the previous week and to receive specific subcontractor assignments from your BUILDER for all approved warranty claims.
- ◆ Our Administrator will contact you following the weekly BUILDER meeting to schedule a work date roughly 10 working days in the future with you for all approved warranty claims.

WARRANTY REPAIRS

PROHOME will contact you following the weekly Builder Meeting to schedule your approved warranty repairs. **All warranty repair work must be scheduled on Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m., excluding holidays.** Understand that work delays may occur due to ordering of materials, supply availability and weather conditions. Some work assignments may require multiple trips to your home. Additional scheduling will be determined at the mutual convenience of all the parties involved.

Warranty Work Scheduling Policy

All approved, non-emergency, warranty work is scheduled a minimum of 10 business days from the day that **PROHOME** contacts you to schedule a work date - in some cases the work date will have to be scheduled further out based on the BUILDER'S Subcontractor availability and/or the availability of long lead items that are impacted by supply chain constraints. Why schedule a minimum of 10 business days out? The reason is so you have the flexibility of selecting a work date(s) that best accommodate your schedule. This also provides the assigned Subcontractor a minimum of two (2) weeks lead time to accommodate your work date into their existing schedule.

Scheduling Procedure

PROHOME utilizes the following procedures when scheduling your warranty work date to ensure a successful appointment:

1. We coordinate a work date a minimum of 10 business days out with the OWNER
2. We send a work ticket to the assigned Subcontractor.
3. The online system automatically generates a work reminder notice to the assigned Subcontractor three (3) days prior to the scheduled work date.
4. **PROHOME** will contact you on the day of the scheduled warranty work to confirm that the assigned Subcontractor(s) is/are showing up and completing their work assignments.
5. If a Subcontractor has not arrived yet, or notified you of their delay, **PROHOME** will immediately contact that Subcontractor to inquire about their delay and remind them of their scheduled warranty work obligations.
6. **PROHOME** will notify your BUILDER following your scheduled work date if a Subcontractor failed to show up for their scheduled work and failed to contact you regarding their missed appointment.

Work Performance

Unfortunately, it is likely that sometime during the Limited Warranty Term you will experience the frustration of a missed appointment or some other problem with a scheduled warranty service repair. If this happens **PROHOME** will notify and work with your BUILDER to best facilitate a timely resolution to the missed appointment.

If you cancel appointments for warranty work, the work will have to be rescheduled for a later date. Please notify the ProHome scheduling department as soon as possible.

Please note that failure to make your home available to the BUILDER or the BUILDER'S Subcontractor(s) to complete approved warranty work can result in that warranty work being considered complete (i.e., the warranty claim/claims are considered completed) due to your refusal to accept the reasonable efforts of the BUILDER or the BUILDER'S Subcontractors to schedule and complete the warranty work in a timely manner.

PROHOME cannot control the way the BUILDER or the BUILDER'S Subcontractor(s) perform work in regard to quality, timeliness, or any other aspect of their performance or non-performance concerning any particular claim or group of claims.

PROHOME will assist you in whatever way we can. Please feel free to contact us during regular office hours to discuss Subcontractor work assignments.

WORK ORDER SIGN-OFF

You will be asked to review and acknowledge the completion of the warranty work performed by the BUILDER or the BUILDER’S Subcontractor(s). This can be accomplished in two ways: (1) signing the physical Work Order provided to you by the subcontractor/technician following the completion of the scheduled work, and (2) logging into the online system and digitally signing off on the Work Order(s). Taking the additional step of digitally signing off on completed Work Order(s) provides us immediate feedback regarding the completion status of your approved warranty claims.

Ensuring that all completed Work Orders have been signed off by you is a critical step in the quality control process.

There are several ways to get to the proper place in the online system to provide a digital sign-off on a Work Order. Here is a brief overview of one way that this can be done:

1. Log into your online account.
2. Click on the top button on the main menu labeled **List Service Requests**.
3. This will take you to the Information page for your home. Toward the bottom of the screen will be a listing of the Request for Service (“RFS”) that you generated and the type of request that it was (e.g., 30-Day or 11-Month). Click on the **Details** button located on the far-right side. Here is a screen shot of this area:

RFS #	Created	Request Type	Created By:	Items	Status	
1032	7/22/2010	30 day	Tom Smith	2	Open	Details

4. This will take you to the screen that shows the individual Work Orders that fall under this “RFS” number, which in this example is #1032. To sign off on the Work Order click the **Details** button located on the far-right side of the Work Order. Here’s a screen shot of this area:

Homeowner Request # 1032

RFS Created By: **Tom Smith** - 555-555-5555 Home# - Address: 123 - Apple Pie Way
 Request Type: 30 day Date Entered: 7/22/2010
 COE: 7/22/2010 Homeowner: **Tom Smith**

Items:

WO#	Sent	Trade	Subcontractor	Description	Date Closed	
2024	8/10/2010	CK Caulking	Charlie Caulker	Caulking cracking		Details
2025	8/10/2010	CG Countertops - Granite	Countertop Experts	Chip		Details

5. This will take you to the screen that shows the details of this individual Work Order. Halfway down this screen is a blue menu bar with the **H/O Sign-off** button. Click on this button.



- This will display a new menu bar in the middle of the screen. Enter your login password in the field and click on the green **Confirm Sign-off** button. This process ensures you have provided a secure and legal digital signature. Once you click the sign-off button it will return you to the previous screen and the system will now display a date under the “Date Closed” column.



EMERGENCY SERVICE PROCEDURE

PROHOME understands that not all situations requiring immediate attention happen during normal business hours. Therefore, your BUILDER has provided you with the *PROHOME* Emergency Assistance number.

Do not contact the Subcontractors directly if you have an emergency. Call our office at the number listed on the front cover of this Limited Warranty to report your emergency. We will assist you in triaging the situation, documenting your emergency, and taking the appropriate follow-on action. Your builder is not responsible for payment if an outside contractor is hired.

If you feel you are facing a life-threatening emergency, call 911 or your local authorities.

To help *PROHOME* serve you better, please observe the procedures outlined in this section when reporting any emergency to us.

AN EMERGENCY includes:

1. **Total Electrical Outage.** Ensure the electrical grid isn't down by checking with your utility company before reporting this situation to *PROHOME*.
2. **Electrical Sparks that cannot be stopped by a switch or breaker.**
3. **Total Loss of Heat.** Applicable when the outside temperature is below 45 degrees Fahrenheit.
4. **Air Conditioning is only serviced during normal business hours M-F.**
5. **Gas Leak.** *If you have a gas leak, leave your home immediately and do not use the phone in your home.* Contact your utility company to locate the leak and then contact *PROHOME*.
6. **Water Leak Requiring Main Water Shut-Off Valve To Be Turned Off.**

NOTE: Air conditioner outage is not considered an emergency. Air conditioning problems will be addressed during normal business hours in the order they were reported.

Before calling the *PROHOME* Emergency Assistance Number, please check the following items:

HEATING AND COOLING

A. Breaker Box

- Check for a breaker that may need resetting. A tripped breaker must be turned all the way off and then back to reset.

B. Thermostat Setting

- To cool the home, the system switch must be on "AC". To heat the home, the system switch must be on "Heat".

Check for a dirty filter which will shut your HVAC system down.

C. Gas Valve in "On" Position

- This is the last step in lighting the pilot light and is frequently overlooked. Make sure other gas items in the home are working.

D. Bottom Cover

- Generally, the furnace fan will not operate if the bottom cover panel is not properly closed. The bottom cover panel restrains (holds in) a sensor button indicating that the panel is closed; this is similar to the mechanics of a clothes dryer door.

- E. **Manual Electric Switch “On”**
 - This looks like a light switch and is located on the side or near the furnace.
 - Check the quick disconnect on the outside near the AC unit to make sure it is correct.
- F. **If you have changed your thermostat from what the builder has originally installed, your service call will most likely be chargeable by the HVAC company at time of service.**

PLUMBING, GAS OR WATER LEAKS

- A. **Gas Leaks**
 - *If you have or suspect a gas leak, leave your home immediately and do not use the phone in your home.* Report possible gas leaks to your local GAS SERVICE COMPANY. Only after you have left your home and reported a possible gas leak to your local GAS SERVICE COMPANY, report the gas leak to **PROHOME** using the **PROHOME** 24-Hour Emergency Assistance Number.
- B. **Water Shut-Off Valves**
 - Individual water shut-off valves are located behind toilets and under sinks. Use these valves immediately when shutting down the water supply to a particular fixture or appliance. **If you can isolate a leak with the individual shut-off valve(s), these types of issues will be only addressed during normal business hours M – F.**
- C. **Home Main Water Shut-Off**
 - The home’s main water supply can be shut-off supplying all water throughout the home. This valve is normally located in the basement or crawl space of the home on the wall nearest the street.
- D. **Exterior Water Shut-Off**
 - The City Water Service can be shut off to eliminate all water supplied to the home from the street. This is usually located outside in the front of the home near the street.

ELECTRICAL

- A. **Breaker Box**
 - Always check the main breaker and each of the individually labeled breakers in the breaker box before calling. **Tripped breaker(s) that will not reset will be only addressed during normal business hours.**
- B. **Ground Fault Circuit Interrupt (GFCI) and Arc Fault Circuit Interrupt (AFCI) Switches that will not reset.**
 - Always check all GFCI and AFCI switches prior to calling. **Tripped GFCI and/or AFCI switches will be only addressed during normal business hours.**

WATER LEAKS

- A. Immediately collect the water entering the home by using buckets, pans, towels, or other means to prevent further damage from the water. A water leak in your home is considered an emergency and **PROHOME** should be contacted immediately. **However, keep in mind that if the leak originates from the roof, then that issue will be inspected and addressed by the roofing contractor when it is safe for them to physically get onto the roof (e.g., rain has stopped, snow/ice has melted).**
- B. All water leaks from the exterior will only be inspected during normal business hours Monday through Friday.

If you have any questions as to the validity of your "EMERGENCY", we ask that you utilize **PROHOME'S** Emergency Assistance Number located on the front cover of this Limited Warranty.

WARRANTY COVERAGE AND CONDITIONS

◆ **Limited Warranty Term**

The Limited Warranty Term is **One (1) Year**, beginning on the date of Closing/Settlement or Occupancy, whichever occurred first, and ending on the one-year anniversary date of Closing/Settlement or Occupancy, whichever occurred first. This **PROHOME** Limited Warranty only covers items, or components, of your home specifically described herein and that are reported to **PROHOME** within the Limited Warranty Term. The procedures detailed in this Limited Warranty are applicable for processing all warranty claims.

◆ **Covered Parties**

This **PROHOME** Limited Warranty is extended to the initial purchaser(s) of the home, hereinafter, individually, and collectively referred to as OWNER of the home. This **PROHOME** Limited Warranty may be transferable to subsequent OWNER(s) of the home only if BUILDER approves and acknowledges in writing. Any subsequent owner would hereby be obligated to the same conditions as the original owner.

◆ **Covered Warranty Items**

BUILDER warrants solely to the OWNER, subject to the guidelines stated herein (specifically including but not limited to the Non-Warranted Conditions contained in SECTION VIII of this Limited Warranty), that for the Limited Warranty Term, as described above, the home will be free of the defects noted in this Limited Warranty and that warrantable claims will be the BUILDER'S responsibility. Your purchase agreement supersedes this warranty document.

The warranty standards outlined in this section have been developed and accepted by the residential construction industry in general. While it is virtually impossible to develop warranty standards for each possible deficiency, the construction industry and **PROHOME** have attempted to isolate the most common actual physical damage deficiencies that occur and, in so doing, list them for your convenience. Where a specific warranty standard has not been specified, the guidelines found in the publication Residential Construction Performance Guidelines, 6th Edition, published by the National Association of Home Builders (NAHB), 2022, will apply.

APPLIANCES

The appliances in your Home are warranted directly by the appliance manufacturer NOT your BUILDER.

It is important to read and follow all manufacturers' requirements for each appliance in your home. **It is your responsibility to report any problem with any appliances directly to the appliance manufacturer.** The phone number is usually located in the lower corner of the back page of the appliance OWNER'S manual or can be found using any of the internet search providers.

Either during the Pre-Closing Walk-Through, Closing or prior to Occupancy; you will receive the manuals and/or warranties for your appliances from your BUILDER. You must complete all the appropriate registrations and submit them to the appropriate manufacturer. Do NOT send the appliance registrations to **PROHOME** or your BUILDER. Most appliance manufacturers also allow you to register your appliances via their website.

If you have a problem with one of your appliances, call the manufacturer's customer service number listed in the manufacturer's manual/warranty. Be ready to supply the following information to the manufacturer's service representative.

1. Name, address and phone number
2. Date of Warranty Commencement -Closing of Escrow/Settlement or Occupancy (whichever occurred first)
3. Brief description of the type of problem you are experiencing.
4. The serial number and model number of your appliance

ASPHALT

Asphalt is a flexible and specialized surface. Like any other surface in your home, it requires protection from things that can damage it. Over time, the effects of weather and earth movement will cause minor settling and cracking of asphalt. These are normal reactions to the elements and do not constitute improperly installed asphalt or defective material. The grade along the side of the driveway should be maintained properly to prevent settlement cracks from forming. The following are specifically excluded from this Limited Warranty and are OWNER maintenance responsibilities:

1. Depressions or cracks caused by heavy equipment, such as moving vans, school buses, garbage trucks or delivery vehicles.
2. Surface damage resulting from chemicals or solvents causing the breakdown of the bituminous mixture that surrounds the aggregate in blacktop.
3. "Turn marks" created by vehicle wheels stopping or turning. Hot weather conditions combined with new pavement can cause these "turn marks". Asphalt becomes more resistant to turn marks with age.



- Longitudinal or transverse cracks exceeding 1/4 inch in width or vertical displacement in asphalt driveways are considered excessive. BUILDER will take

appropriate action as required using material designated to fill cracks in asphalt to repair this deficiency during the Limited Warranty Term.

- Standing water greater than $\frac{3}{8}$ inch in depth remaining on the surface 24 hours after a rainfall. BUILDER will take appropriate action as required to repair the deficiency during the Limited Warranty Term.
- The aggregate of asphalt pavement should not come loose in areas other than the edges. It is not unusual to have aggregates coming loose along the edges of the driveway where material is not as compactable. Some aggregate under normal circumstance may come loose and this is not an indication of a defective driveway. BUILDER will take appropriate action as required, using material designed to repair asphalt surfaces, to repair the affected area during the Limited Warranty Term; unless it is caused by chemicals, solvents and/or oils.

BUILDER shall perform all asphalt repairs by patching. It is important to understand that repairs, patches, and blending will be noticeable. BUILDER is NOT responsible for the inevitable differences in color or texture between the patch and the original surface.

ATTICS

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



- Attic vents and louvers shall not leak. However, infiltration of wind-driven rain or snow is not considered a leak and is beyond the BUILDER'S control. BUILDER will take appropriate action as required to repair improperly installed vents as necessary to meet the performance guideline during the Limited Warranty Term.
- Roof vents and attic ventilation seem to create inadequate flow. BUILDER will correct roof ventilation as necessary to meet the performance guideline during the Limited Warranty Term.
- Exhaust fan does not discharge directly to the exterior. Exhaust fans shall vent in accordance with prevailing building code. BUILDER will take appropriate action as required to meet the performance guideline during the Limited Warranty Term.

CABINETS

All cabinet doors, drawers and other operating parts that do not function as designed are deficiencies **ONLY** if they are reported during the Pre-Closing Walk-Through. The BUILDER will **ONLY** take corrective action, as necessary, to correct these deficiencies if they are listed on the Punch List. It is the OWNER's responsibility to control temperature and humidity in the home in accordance with the recommended levels suggested by the cabinet manufacturer.

Cabinet doors and drawer fronts that delaminate or discolor are covered by the manufacturer's warranty and are **NOT** covered under this Limited Warranty.

Cabinet shelves that are sagging or deflecting under normal storage loads are covered by the manufacturer's warranty and are **NOT** covered under this Limited Warranty. OWNER is responsible for proper use and not exceeding the maximum storage weight.

A cabinet door or drawer binds. Cabinet doors and drawers should open and close with reasonable ease. BUILDER will adjust or replace the cabinet door hinges and/or drawer hardware, as necessary, to meet this performance guideline only if noted during the new home pre-close walk punch list.

A cabinet door will not stay closed. The catches or closing hardware for cabinet doors should be adequate to hold the doors in a closed position. BUILDER will adjust or replace the door catches or closing hardware, as necessary, to meet this performance guideline only if noted during the new home pre-close walk punch list.

Soft or self-closing hinges or drawer slides should operate properly. BUILDER will adjust hinges or slides only if noted during the new home pre-close walk punch list.

Cabinet doors should align so that gaps between doors do not deviate more than 1/8 inch from top to bottom when they are closed. BUILDER will take appropriate action as required to repair the deficiency only if noted during the new home pre-close walk punch list.



- Warping of any cabinet drawer facings or cabinet doors, which exceed 1/4 inch when measured from the face of the cabinet frame to the furthest most point of warpage on the drawer or door front in a closed position, is considered a deficiency. However, this is providing humidity and moisture levels in the home have been maintained in accordance with the recommended levels suggested by the cabinet manufacturer. BUILDER will take appropriate action as required to repair the deficiency during the Limited Warranty Term.
- Cabinet faces more than 1/8 inch out of line, and cabinet corners more than 3/8 inch out of line, are considered excessive. BUILDER will make necessary adjustments, as required, to meet this performance guideline during the Limited Warranty Term.
- Cabinet Doors and drawer fronts should not crack. BUILDER shall repair or replace cracked panels and door front during the Limited Warranty Term. **BUILDER is not responsible for a perfect match in wood grain or stain or for discontinued materials. No corrective action is required by BUILDER if the cracked drawer fronts or panels result from OWNER's abuse.**
- Gaps that exceed 1/4 inch in width between the cabinet and walls or ceiling surfaces are considered excessive and will be corrected by BUILDER during the Limited Warranty Term. The use of caulk, putty or scribe molding are acceptable resolutions to meet this performance guideline.
- Individual cabinets should not be more than 3/16 inch out of level. BUILDER will take appropriate action, as required, to level cabinets during the Limited Warranty Term.

- Cabinet frames, when measured diagonally from corner to corner, should not be out of square by more than ¼ inch. BUILDER will take appropriate action, as required, to repair or replace the cabinet during the Limited Warranty Term.

CAULKING

Exterior Caulking



- Exterior caulk around vents, doors, windows, and service line openings should not allow water intrusion. BUILDER will repair leaking caulk joints or cracks, **ONE TIME ONLY**, during the Limited Warranty Term. Properly installed, caulk will shrink and crack. Maintenance of caulk is an OWNER'S responsibility

Interior Caulking

The BUILDER will apply the initial caulking to your new home where required. **Interior caulking cracks and gaps will ONLY be addressed by BUILDER if they are identified by OWNER during the Pre-Closing Walk-Through and listed on the Punch List. Properly installed caulking will shrink and crack and is NOT covered under this Limited Warranty. This also includes joints from walls, counters, tubs and floor tile adjacent to a vertical wall.**

Maintaining the caulking in the home is the OWNER'S responsibility.

COLUMNS, POSTS, OR PIERS



- An exposed wood column should not bow or be out of plumb more than ¾ inch in 8 feet. BUILDER will repair such a deficiency during the Limited Warranty Term. Wood columns may become distorted as part of the drying process. Bows and other imperfections cannot be prevented.
- An exposed concrete column should not have a bow that exceeds 1 inch in 8 feet or be out of plumb more than 1 inch in 8 feet. BUILDER will correct this deficiency during the Limited Warranty Term.
- Masonry columns or piers should not be out of plumb more than 1 inch in 8 feet. BUILDER will take corrective action as required to repair this deficiency during the Limited Warranty Term.
- Steel posts will not be out of plumb in excess of ¾ inch in 8 feet when measured vertically. BUILDER will take corrective action as required to repair this deficiency during the Limited Warranty Term.

CONCRETE**Exterior Concrete**

Flatwork including driveways, patios, and sidewalks, as well as exterior walls including retaining walls, foundations and footings or poured concrete stoops and steps are all considered exterior concrete in this Limited Warranty. Exposed concrete walls should not have surface imperfections (e.g., pits, surface voids or similar imperfections) that are larger than 1 inch in diameter or 1 inch in depth. BUILDER will patch the affected area, which likely won't match the color or texture of the surrounding concrete. These types of surface voids are not structurally significant, and BUILDER will **ONLY** take corrective action, as necessary, to correct these surface deficiencies if they are listed on the Punch List during the Pre-Closing Walk-Through.



- BUILDER will correct any concrete stoops and/or steps that settle, separate or heave more than 1 inch from the house structure during the Limited Warranty Term. The repaired concrete may not match the surrounding concrete in color or texture.
- Water shall drain off outdoor stoops and steps within 24-hours after rain. BUILDER will take appropriate action as required to repair the deficiency during the Limited Warranty Term. The repaired concrete may not match the surrounding concrete in color or texture.
- Sidewalk and driveway cracks (outside of control joints) that exceed $\frac{1}{4}$ inch in width or $\frac{1}{4}$ inch in vertical displacement shall be repaired by BUILDER during the Limited Warranty Term. Patching, grinding, or lifting is considered acceptable as a repair method, and it may not match the surrounding concrete in color and texture. Concrete cracking is normal and to be expected. Control joints are placed in the concrete to help control cracks and provide a less visible area for them to occur. Cracking can be caused by elements outside of the Builder's control.
- Adjoining concrete flatwork sections shall not differ in height by more than $\frac{1}{2}$ inch unless the deviation is intentional at specific locations such as at garage door openings. Lift or settlement at the junction of the garage floor and driveway are caused by seasonal fluctuations in moisture and temperature. BUILDER will only make repairs after the effects of the current seasonal fluctuations have subsided and a true determination of the repair can be made. BUILDER will take whatever corrective action is necessary during the Limited Warranty Term to correct this deficiency. The repaired area may not match the existing floor in color and texture.
- Standing water that is $\frac{3}{8}$ inch deep on lead walks 24-hours after the end of a rain is considered excessive unless the draining is hindered by landscaping or lawns. BUILDER will take appropriate action as required to repair the deficiency during the Limited Warranty Term. The repaired area may not match the existing floor in color and texture.
- Efflorescence is visible on a poured concrete basement wall, concrete block wall or crawl space wall. Efflorescence caused solely by basement water leakage (due to actual flow and accumulation of water) into the structure is a deficiency. BUILDER will repair the wall to stop the leak into the structure during the Limited

- Warranty Term. Efflorescence is a normal condition caused by moisture reacting with the soluble salts in concrete and forming harmless carbonate compounds on the surface of concrete. The mere presence of efflorescence without a water leak is not a deficiency.
- Cracks greater than ¼ inch in width in concrete footings are considered excessive. BUILDER will repair using material designed to fill cracks in concrete during the
- Limited Warranty Term. The repaired area may not match the existing floor in color and texture.

Interior Concrete

Interior concrete includes floors, basement walls, foundation walls and crawl space walls. Small gaps and voids between the concrete floor and concrete walls may expand or contract and are considered to be normal. Hairline cracks, “spider” cracks, minimal stress and curing cracks, and separation or movement at control (expansion and contraction) joints in interior concrete floors are normal and are **NOT** covered under this Limited Warranty.



- Minor horizontal cracks in concrete floor slabs are normal. Floor cracks exceeding $\frac{3}{16}$ inch in width will be repaired by BUILDER. BUILDER will repair horizontal cracks that do not meet this guideline during the Limited Warranty Term using a material designed to fill cracks in concrete. The repaired area may not match the surrounding slab floor in color and texture. **If the cracks are observed at the control joints no corrective action is required.**
- Minor vertical cracks in concrete floor slabs are normal. Floor cracks exceeding $\frac{3}{16}$ inch in vertical displacement will be repaired by BUILDER. BUILDER will repair vertical cracks that do not meet this guideline during the Limited Warranty Term using a material designed to fill cracks in concrete. The repaired area may not match the surrounding slab floor in color and texture. **If the cracks are observed at the control joints no corrective action is required.**
- Dampness caused by water or moisture intrusion through basement walls and floors is unacceptable. **The BUILDER is not responsible for dampness caused by condensation of water vapor on cool walls and floors or failed sump pumps and landscape changes which includes downspout failures.** The BUILDER will repair the affected basement wall or floor to prevent water intrusion during the Limited Warranty Term. Excessive dampness caused by Owner’s action such as changing the grade around the home or irrigation systems is not the Builder’s responsibility.
- Water that accumulates in the basement is unacceptable. The BUILDER will take actions to prevent water from accumulating in the basement unless Owner’s action caused the water accumulation during the Limited Warranty Term. Water accumulation caused by Owner’s action such as changing the grade around the home or irrigation systems is not the Builder’s responsibility.
- Interior concrete slab (i.e., basement) surface has a loose, sandy surface, sometimes referred to as “dusting”. The surface should not be so sandy that it creates a problem for flooring being installed by OWNER after the completion of

the home. This should not be confused with normal surface dust that may accumulate. BUILDER will take corrective action during the Limited Warranty Term to make the surface suitable for the finish flooring that the contractor had reason to anticipate would be applied.

- Except where the floor or portion of the floor has been designed for specific drainage purposes, concrete floors in living areas shall not have pits, depressions, or areas of unevenness exceeding $\frac{3}{8}$ inch in 32 inches. BUILDER will take corrective action to repair the floor to meet the performance guideline during the Limited Warranty Term. BUILDER may repair by leveling the surface with material designed to repair uneven concrete. The repaired area is unlikely to match the color or texture of the surrounding concrete.
- Interior concrete surfaces should not pit or spall unless the deterioration is caused by factors outside of the BUILDER'S control. Pitting is evidenced by concrete that has chipped. Spalling is evidenced by concrete that has flaked or peeled from the outer surface. BUILDER will take whatever corrective action is necessary during the Limited Warranty Term to correct this deficiency. BUILDER will repair using materials designed for this purpose. The repaired area may not match the surrounding slab floor in color and texture.
- Poured concrete basement walls shall not be out of plumb or bowed greater than 1 inch in 8 feet when measured vertically from the base to the top of the wall. BUILDER will repair the deficiency during the Limited Warranty Term. If the wall is to remain unfinished according to the purchase contract, and the wall
- meets building code requirements as evidenced by passed inspections, then BUILDER is not required to take any corrective actions. The repaired area may not match the surrounding concrete in color or texture.
- BUILDER will patch cracks in poured concrete basement or crawl space walls, concrete block basement walls or crawl space walls that exceed $\frac{1}{4}$ inch in width. BUILDER will take corrective action necessary during the Limited Warranty Term to correct this deficiency. BUILDER will repair using materials designed for this purpose. The repaired area may not match the surrounding slab floor in color and texture. Shrinkage cracks and other cracks are common and are inherent in the drying process of concrete walls. They should be expected in these walls due to the nature of concrete. The only cracks considered under warranty claims are cracks that permit water penetration or horizontal cracks that cause a bow the wall.
- Condensation is evident on the vented crawl space surfaces. BUILDER will confirm the installation of ventilation and vapor barrier required by prevailing building code. BUILDER will take corrective action, as required, to meet the performance guideline during the Limited Warranty Term. **If a crawl space is ventilated as required by applicable building codes, then no corrective action is required by BUILDER.** Further reduction of condensation is the Owner's maintenance responsibility. There are a variety of temporary conditions that can cause condensation that cannot be eliminated by ventilation and a vapor barrier.
- Sealed crawl/closed/conditioned crawl spaces should have adequate methods to drain the possible sources for ground moisture entering the space as required by

applicable building codes. BUILDER will take corrective measures to meet this performance guideline during the Limited Warranty Term.

- Efflorescence visible on the surface of a concrete floor slab is considered a deficiency **ONLY** if it is caused by a basement water leak (due to actual flow and accumulation of water). BUILDER will repair the water leak as required during the Limited Warranty Term. Efflorescence is a normal condition caused by moisture reacting with the soluble salts in concrete and forming harmless carbonate compounds (white film) on the surface of concrete. The mere presence of efflorescence without a water leak is not a deficiency.
- A cold joint is visible on exposed poured concrete foundation walls. A cold joint is a visible joint indicating where the pour terminated and continued. Cold joints are normal and should be expected to be visible. Cold joints should not be an actual separation or a crack that exceeds ¼ inch in width. BUILDER, using a material designed to fill cracks in concrete, will repair any cold joint that does not meet this performance guideline during the Limited Warranty Term. The repaired area may not match the surrounding concrete in color or texture.
- A joint is visible on exposed panel concrete foundation walls. A visible joint indicating where the panels connect are normal and should be expected to be visible. Joints should not be an actual separation. BUILDER will repair any panel joint that has an actual separation using material designed to fill cracks in concrete during the Limited Warranty Term. The repaired area may not match the surrounding concrete in color or texture.

Concrete in Garages



- Cracks in a concrete garage floor greater than $\frac{3}{16}$ inch in width or $\frac{3}{16}$ inch in vertical displacement will be corrected by the BUILDER using a material designed to fill cracks in concrete during the Limited Warranty Term. The repaired area may not match the existing floor in color and texture.
- Garage floor will not settle, heave, or separate in excess of 1 inch from the structure. BUILDER will use best judgment in making a reasonable and cost-effective effort to meet performance guidelines during the Limited Warranty Term to correct this deficiency. The repaired area may not match the existing floor in color and texture.

COUNTERTOPS

“Cosmetic damage” (e.g., cracks, chips, scratches, gouges, visible seams, burns, bubbles, etc.) to a countertop reported or identified after settlement/closing is **NOT** covered under this Limited Warranty. Only cosmetic damage reported on the Punch List during the Pre-Closing Walk-Through will be addressed by the BUILDER.

Countertops that separate from the wall due to the home drying and curing is a homeowner maintenance item to use caulk or grout caulk and is not covered under the builders warranty.



- Countertops should not be more than $\frac{3}{8}$ inch in 10 feet out of parallel to the floor. BUILDER will take whatever corrective action is necessary during the Limited Warranty Term to correct this deficiency.

Laminate

- Countertops with high-pressure laminate coverings shall not delaminate. BUILDER will repair or replace delaminated coverings during the Limited Warranty Term unless the de-lamination was caused by OWNER’S misuse or negligence. OWNERS should refrain from leaving any liquids near the countertop seams or allowing surfaces to become extremely hot. Under counter steam and heat from appliances such as dishwashers, drawer microwaves, ovens, steam dryers, etc., can also cause damage to the countertops and this is not the BUILDER’s responsibility.

Granite and Quartz

Natural products like marble and granite will contain variations in color and texture, which is considered normal. Seams in marble and granite countertops may be visible and are considered normal.

- Lippage greater than $\frac{1}{32}$ inch between countertop sections is considered excessive. BUILDER will take corrective action during the Limited Warranty Term to correct this deficiency.
- Quartz countertop has chips and pits. Quartz material can have minor chips or pits. BUILDER will take corrective action to repair the countertop with a material for filling quartz if outlined during the Pre-Closing Walk-Through and listed on the punch list

Tile

- Uneven grout lines on tile countertops or backsplash. Tiles should be installed with grout lines as defined in the manufacturer’s installation instructions. BUILDER will take actions to correct the deficiency if outlined during the new home pre-close walk punch list. Different tiles require different widths of grout lines. Some tiles are designed to have varied- width grout lines. Irregular sized tiles will also often result in uneven and variable grout width.

- Cracks in grout lines on tile countertops that result in loose tiles or gaps of $\frac{1}{16}$ inch are excessive. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will repair grout lines that do not meet this performance guideline. Repair may be made by adding grout, caulk or replacing grout. Color match is not guaranteed. Counter to wall or back splash joints are homeowner maintenance.
- Generally, lippage greater than $\frac{1}{16}$ inch between adjoining countertop surface tiles is considered excessive, except for tiles that are designed with an irregular thickness (such as handmade tile). BUILDER will repair or replace the tile to meet the performance guideline during the Limited Warranty Term. Color match is not guaranteed.

Corian® Man Made Marble

Man-made marble, such as Corian®, can maintain its appearance for many years; however, not unlike other countertop surfaces, Corian® and other man-made materials must be protected against heat. **Hairline cracks around or near the drain that are visible to the naked eye will ONLY be addressed by the BUILDER if they are noted on the Punch List during the Pre-Closing Walk-Through and are NOT covered under this Limited Warranty.** Cultured marble tops are sensitive to rapid temperature changes and may become thermally shocked. This process will cause cracking of the gel coat finish at or near the point of the temperature change. The water heater should be set at or below 130 degrees Fahrenheit. **The BUILDER is NOT responsible for damage caused by thermal shocking.**

DECKS

BUILDER shall install fiberboard decks and non-wood materials in such a manner as prescribed by the manufacturer.

Railings on wood decks shall not contain slivers longer than $\frac{1}{8}$ inch in exposed areas. BUILDER will only address railing slivers if noted on the Punch List during the Pre-Closing Walk-Through. Slivers/Splinters can develop when wood weathers. Repair of slivers and splinters after that time is the OWNER's maintenance responsibility.

At the time of substantial completion, splits, warps and cups in wood decking boards, railings and or pickets should not exceed the allowances established by the official grading rules issued by the agency responsible for the lumber species specified for the deck boards. BUILDER will only address this if it is noted on the Punch List during the Pre-Closing Walk-Through. Pressure treated lumber is required for exterior applications and will likely check, crack, and split over time.



- Wood deck should not be springy or shaky. All structural members in a wood deck shall be sized, and fasteners spaced, according to building codes and manufacturer's instructions. BUILDER will reinforce or modify, as necessary, any wood deck not meeting this performance guideline during the Limited Warranty Term.

- No point on the deck surface shall be more than ¼ inch per foot out of level in 10 feet as measured along the outward bearing points, independent of the attachment to the house. BUILDER will repair the deck supports/piers as necessary to meet the performance guidelines during the Limited Warranty Term. A slope of approximately ⅛ inch per foot or more is desirable in the perpendicular direction to the house in order to shed water and prevent ice buildup.
- A wood deck has applied stain color variations. BUILDER applied stain color variations are not acceptable if they are the result of improper stain application or failure to mix the stain properly. BUILDER will take corrective action as necessary to re-stain the affected area to meet the performance guideline during the Limited Warranty Term. **Stain color variations from other causes – such as weathering or natural variations in the wood used in the deck – are common and are NOT covered under the Limited Warranty.**
- Fasteners (e.g., nails) should not protrude from the floor of the deck. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will address fasteners that protrude from the floor of the deck so that the heads are flush with the surface. Fasteners should be driven or screwed flush when deck is installed but they may pop from the wood deck overtime as wood shrinks and expands
- Deck railing lacks rigidity. Handrail assemblies and guards shall be able to resist a single concentrated load of 200 pounds applied in any direction at any point along the top and have attachment devices and supporting structure to transfer this load to appropriate structural elements of the building. BUILDER will repair deck railings as required to meet this performance guideline during the Limited Warranty Term.
- Excessive end-to-end or butt-to-butt spacing between composite deck boards. Deck boards should be installed per the manufacturer’s installation instructions. Composite decking must be gapped both end-to-end and width-to-width. Gapping is necessary for drainage and the slight thermal expansion and contraction of composite deck boards. Gapping also allows for shrinking of the wood joint system. Temperature and humidity variances affect spacing based on the length of the boards installed. Approximately 1/16 inch per 40-degree temperature change for a 16-foot board can be expected. BUILDER will replace or repair deck boards to meet this performance guideline during the Limited Warranty Term. Replaced decking boards may have a variance in color from board to board.
- Cable railing has catenary. Wire/cable rails shall be tensioned sufficiently so that the wire components have no deflection while in a static position. Because the cable is flexible, at midspan the cable shall not be able to deflect greater than the 4-inch spacing required by code. Properly tensioned cables may loosen over time due to stretch of the components. For sagging cables, the BUILDER shall re-tension the cables **ONE TIME ONLY** during the Limited Warranty Term. For deflection exceeding 4-inch spacing that cannot be corrected by re-tensioning, the BUILDER will repair as required to meet the performance guidelines.



DOORS

Exterior Doors

Exterior doors are constructed of a variety of materials, which include solid wood, metal, composite materials, fiberglass, and glass, as applicable. The BUILDER will **ONLY** address cosmetic damage (e.g., chips, nicks, dents, indentations, or mars, etc.) on doors if noted on the Punch List during the Pre-Closing Walk-Through. **Cosmetic damage on doors following closing/settlement is NOT covered under this Limited Warranty.** Solid wood doors may have individual panels that may move due to shrinking or expanding, therefore showing a small strip of raw wood along the edges. **The BUILDER is NOT responsible for this movement or showing of raw wood.**

Weather stripping shall be installed and sized properly to seal the exterior door when closed to prevent excessive air infiltration. **The BUILDER will ONLY address deficiencies with the weather stripping on doors if noted on the Punch List during the Pre-Closing Walk-Through.**

Doors must have gaps at their perimeter to accommodate expansion and contraction due to variations in temperature and humidity and to operate over a wide range of environmental conditions. During times of high wind or temperature differentials inside and outside the home, there may be noticeable air movement around a closed door's perimeter. A small glimmer of light visible at the corners of the door unit is normal. Maintenance of the weather stripping is after settlement/closing the OWNER'S responsibility.

Raw wood that shows at the edges of an inset panel inserted into a wood exterior door during the manufacturing process is NOT covered under this Limited Warranty. This is a natural occurrence in wood doors with panels. Wood inserts are intentionally loosely fitted into the rails by the manufacturer to allow the inserts to move so to minimize splitting of the panel or other damage to the door.

Tarnish to finishes on exterior door hardware or kick-plates are covered by the manufacturer's warranty and are **NOT** covered under the Limited Warranty.

Condensation or frost appearing on exterior door, door glass or frame is NOT covered under this Limited Warranty. Condensation usually results from conditions beyond the Builder's control. Moisture in the air can condense into water and collect on cold surfaces, particularly in the winter months when the outdoor temperature is low. Blinds and drapes can prevent air within the home from moving across the cold surface and picking up the moisture. Occasionally condensation on windows and doors in the kitchen, bathrooms or laundry area is also common. It's the Owner's responsibility to maintain proper humidity by operating heating and cooling systems' exhaust fans and allowing moving air within the home to flow over the interior surfaces of the windows. In hot, humid, climates condensation can occur on the outside of window or when the outdoor humidity is especially high (in the early mornings when the windows are cool). The air conditioner vents are usually aimed at the windows and the glass doors to maximize comfort and can cause surface condensation

Plastic molding on the primary door behind the storm door that droops/melts from exposure to sunlight is NOT covered under this Limited Warranty. Plastic moldings may melt or deform if the exterior door is covered by a storm door during warm seasons or if it is facing the sun. This is not a defect of the door, but a problem caused by trapping the heat between the primary door and the storm door. The storm door, or if it is a combo unit, the storm panel should be removed and

reinstalled by the OWNER as part of normal seasonal maintenance (remove in the spring reinstall in the fall). The OWNER is also cautioned to follow manufacturers recommendations on painting of the molding dark colors will tend to absorb more heat.

Caulking or glazing on the primary door behind the storm door that cracks, or peels is NOT covered under this Limited Warranty. High temperatures may cause glazing and caulking to harden and or fail prematurely if the door is covered by a storm door during warm season or if it is facing the sun. This is not a defect of the door, caulking, or glazing, but a problem caused by the trapping of heat between the primary door and the storm door. The storm door, or if it is a combo unit the storm panel should be removed and reinstalled by the OWNER as part of normal seasonal maintenance (remove in the spring reinstall in the fall). The OWNER is also cautioned to follow manufacturers recommendations on painting of the molding dark colors will tend to absorb more heat.

- Exterior door will not close and latch. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will adjust the door or latching mechanism to comply with this standard. Exterior doors may warp or bind to some degree because of the difference in the temperature, humidity, or both, between the inside and outside surfaces. Latching also can be affected by natural settlement. Subsequent adjustments may be necessary by the OWNER.
- An exterior door sticks or binds. Exterior doors shall operate smoothly, except that the door may stick or bind during occasional periods of high humidity or with variations in temperature. BUILDER will take appropriate corrective action during the Limited Warranty Term if the problem is caused by faulty workmanship or materials. Any changes to originally installed door hardware, weather stripping or other door components that cause improper operation are not the Builder's responsibility.
- Exterior doors should not warp to the extent that they become inoperable or cease to be weather-resistant. The door shall not warp more than ¼ inch across the plane of the door as measured diagonally from corner to corner. BUILDER will repair or replace the affected door as required during the Limited Warranty Term. **BUILDER cannot guarantee an exact match of wood grains, paint or stains if a door has to be replaced. BUILDER is NOT responsible for materials that have been discontinued or are no longer available to BUILDER.** Warping may also be caused by improper or incomplete finishing of the door including sides, top and bottom. **BUILDER is NOT responsible for warpage if painting of doors is not within the BUILDER'S scope of work.**
- An exterior wooden door panel should not have a split that allows light to be visible through the door. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will take appropriate corrective action to repair and paint or stain the split panel that does not meet the performance guideline. Caulking and fillers are acceptable forms of remediation. **BUILDER is NOT responsible for an exact match of wood fillers, finishes, stains, or paint.**
- Exterior doors should not swing open or closed by the force of gravity alone. BUILDER will take corrective action as necessary to correct this deficiency during the Limited Warranty Term. **However, fire doors may have spring loaded hinges**

which are specifically designed to close the door and are not considered a deficiency.

- The reveal around an exterior door edge, doorjamb, and/or threshold shall not vary by more than $\frac{3}{16}$ inch along each side of the door. BUILDER will take corrective action as necessary to correct this deficiency during the Limited Warranty Term. Doors must have gaps at their perimeter to accommodate expansion and contraction due to variations in temperature and or humidity and to enable the door to operate over wide range of environmental conditions.
- Sliding patio doors or screens shall stay in their track. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will adjust the door or screen to comply with this standard. Cleaning and maintenance necessary for normal operation are the OWNER'S responsibility. Cosmetic damage to a door or screen causing it not to stay on track will only be addressed if documented on the Punch List during the Pre-Closing Walkthrough before closing.
- Sliding patio doors shall roll smoothly. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will adjust the sliding patio door to comply with this standard. Cleaning and maintenance necessary for normal operation are the OWNER'S responsibility. Cosmetic damage to a door or screen causing it not to stay on track will only be addressed if documented on the Punch List during the Pre-Closing Walkthrough before closing.
- A doorknob, deadbolt, or lockset should not stick or bind during operation. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will adjust, repair, or replace as required knobs that are not damaged by the OWNER. Locksets may feel heavy or stiff but are operating as intended by the manufacturer.
- Air movement or light is observed around a closed exterior door. Weatherstripping will be installed and sized properly to seal the exterior door when closed in order to prevent excessive air infiltration. Weather stripping should be kept clean and maintained by the OWNER. At times of high wind or temperature differentials inside the home and outside there may be noticeable air movement around a closed doors perimeter. A small glimmer of light seen at the corners of the door unit is normal. BUILDER will adjust exterior door unit or weather stripping to meet the performance guideline during the Limited Warranty Term. Doors must have gaps at their perimeter to accommodate expansion/contraction due to variations in temperature and/or humidity and to enable the door to operate over a wide range of environmental conditions. Weather stripping seals the gaps required for proper operations to prevent excessive air infiltration.
- Storm doors or screens do not operate or fit properly. Storm doors or screens shall work as intended and fit to provide the protection intended. BUILDER will adjust, repair, or replace the affected item to meet this performance guideline during the Limited Warranty Term. Cosmetic damage to storm doors or screens causing either not to operate or fit properly will only be addressed if documented on the Punch List during the Pre-Closing Walkthrough before closing.

Interior Doors

The BUILDER is **NOT** responsible for applying finish to raw wood edges after the Pre-Closing Walk-Through.



- Interior doors should not become inoperable due to warping. The maximum allowable warpage is ¼ inch when measured diagonally from corner to corner of the door. BUILDER will correct or replace and refinish defective doors as required to meet this performance guideline during the Limited Warranty Term; however, **BUILDER is NOT responsible for refinishing if doors were finished by the OWNER.** BUILDER cannot guarantee an exact match of wood grains, paint, or stains if a door must be replaced. **BUILDER is NOT responsible for materials that have been discontinued or are no longer available to BUILDER.** In bathroom or utility areas, exhaust fans or an open window must be used to minimize moisture to prevent warpage of interior door units.
- Bi-fold and bypass doors should not come off their tracks during normal operation. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will adjust a bi-fold or bypass door that does not stay on its track or slide properly during normal operation. Routine maintenance necessary for normal operation is the OWNER'S responsibility. OWNERS should be aware that bifold and bypass doors are inherently more sensitive than swinging doors and need to be treated accordingly.
- Barn doors and pocket doors should not roll open or shut on their own. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will adjust the barn or pocket door that does not stay in place during normal operation.
- A pocket door rubs in its pocket during normal operations. Pocket doors should operate smoothly during normal operation. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will adjust a pocket door that does not meet this performance guideline. Pocket doors commonly rub, stick, or derail because of the inherent nature of the product. It is necessary for the door to also rub against the guides provided by the manufacturer. Routine maintenance necessary for normal operation is the OWNER'S responsibility.
- An interior wooden door panel should not shrink or split to the point that light is visible through the door. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will fill splits in the door panel with wood filler and will match the paint or stain as closely as practical. BUILDER may check if the defective door is covered by the manufacturers' warranty.
- An interior door should not rub on jambs or BUILDER-installed floor covering. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will adjust the door as necessary to meet this performance guideline.
- The door edge should be within 3/16 inch of parallel to the doorjamb. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will adjust the door as necessary to meet this performance guideline.
- Interior doors should not swing open or closed by the force of gravity alone. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will adjust the door as necessary to meet this performance guideline.

- Interior door hinges should not squeak. **ONE TIME ONLY** if noted on the punch list during the new home walkthrough, BUILDER will lubricate or adjust the door as necessary to meet this performance guideline. After closing, squeaking hinges are a homeowner maintenance item and not serviced by the builder.
- Interior doors shall move smoothly with limited resistance. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will adjust the door as necessary to meet this performance guideline.
- A doorknob or latch should not stick or bind during operation. Because locksets are rather complex mechanical devices, some may have heavy or stiff feel but are operating as intended by the manufacturer. This can be true of locksets of all price ranges. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will adjust, repair, or replace knobs or latches that are not operating smoothly. **BUILDER is NOT responsible for adjusting or repairing problems that were caused by OWNER by slamming doors, hanging items on the doorknob which affects the knob or latch operation, or for doorknobs or latches installed by OWNER.**

Garage Doors



- Garage doors fail to operate properly under normal use. BUILDER will correct or adjust garage doors as required during the Limited Warranty Term unless the OWNER’S actions caused the problem by making modifications or installing a door opener system from a non-builder supplier. The safety sensors can easily be knocked and misaligned so that the doors will not operate properly. The OWNER should avoid storing items near the sensors. Direct sunlight or spider webs can also cause the sensors to indicate that something is blocking the opening and prevent the doors from shutting.
- Garage doors allow the entry of snow or water. Garage doors shall be installed as recommended by the manufacturer. Some snow and water can be expected to enter under normal conditions. BUILDER will adjust or correct the garage doors to meet the manufacturer’s installation instructions during the Limited Warranty Term.

ELECTRICAL SYSTEM

Light bulbs are specifically not covered under this Limited Warranty. **If an electrician is called to your home for repairs and a burned-out light bulb is the problem, the OWNER will be charged for the cost of the service call.**

Drafts from electrical outlets or switch boxes on exterior walls are a normal occurrence and are **NOT** covered under this Limited Warranty except to conform to the prevailing building code. To increase energy efficiency, OWNER may elect to install foam insulation pads under switch and outlet plates to help decrease drafts.

Finishes on light fixtures that get tarnished are **NOT** covered under this Limited Warranty; OWNER should contact the light fixture manufacturer.



- All electrical switches, outlets and fixtures are to operate as designed. BUILDER will repair or replace malfunctioning electrical switches, outlets, and fixtures to meet this performance guideline during the Limited Warranty Term.
- Electrical wiring isn't capable of carrying the designed load for normal residential use. BUILDER will verify that the wiring conforms to prevailing electrical code requirements. BUILDER will correct wiring that does not conform to meet this performance guideline during the Limited Warranty Term. OWNER needs to be aware of the circuit load capacity for specific breakers in their home and not exceed that capacity. **If OWNER exceeds the capacity of the circuit that has been provided per code specifications it will trip. This is NOT covered by this Limited Warranty.**
- Interior receptacle or switch covers should not protrude from the wall more than $\frac{1}{16}$ inch. BUILDER will adjust the covers to meet this performance guideline if outlined during the Pre-Closing Walk-Through and listed on the punch list. Some textured walls or tile may not allow covers to be installed flush.
- Low-voltage lighting flickers. Low-voltage lighting should operate as designed. BUILDER will repair or replace malfunctioning low-voltage fixtures to meet this performance guideline during the Limited Warranty Term. Low-voltage transformers are sized according to the fixtures that are installed on a circuit. The transformers must have sufficient ventilation around them. **BUILDER is NOT responsible if OWNER adds fixtures or changes the wattage in fixtures after the circuit is designed and installed which may cause the transformer to be undersized for a particular application**
- Ceiling fans should not vibrate excessively or be noisy. BUILDER will install ceiling fans in accordance with the manufacturer's instructions (including blade balances). There are varying performance levels for ceiling fans and **some noise or vibration may be inherent in the specific fan installed.** BUILDER will correct any fan installation not in accordance with this performance guideline if the fan was supplied and installed by BUILDER during the Limited Warranty Term.
- A Ground Fault Circuit Interrupter (GFCI) or Arc Fault Circuit Interrupter (AFCI) should not trip frequently. BUILDER will install GFCI and AFCI interrupters in accordance with prevailing electrical codes. Tripping of GFCI or AFCI interrupters is to be expected. However, BUILDER will repair or replace components that frequently trip due to component failure or incorrect installation during the Limited Warranty Term. AFCIs are installed to protect bedroom circuits and all other habitable areas of a residence. GFCIs protect outlets in wet areas (e.g., bathrooms, kitchens, garages, laundry, exterior, etc.). Because outlets protected by GFCIs may be connected in a series, it may not be readily apparent that an inoperative convenience outlet is the result of a tripped GFCI in another room (not necessarily in the electrical panel). Both GFCI and AFCI interrupters are sensitive devices that detect ground fault and arc fault conditions and OWNERS occasionally will experience nuisance tripping. The most common causes of nuisance tripping by AFCIs are damaged cords or plugs on OWNER'S lamps, small appliances, or other devices. Some vacuum cleaners, exercise equipment, light fixtures, and electronics may trip an AFCI-protected circuit. Static electricity, some electronic devices,

televisions, computers, and printers may also cause nuisance tripping of circuit interrupters. OWNER should pay particular attention to refrigerators and freezers, as nuisance tripping of these devices may result in food spoilage.

- Circuit breakers (non GFCI or AFCI breakers) should not be tripped by normal usage. BUILDER will check wiring, circuits, and components for conformity with applicable electrical code requirements and will correct noncompliant elements during the Limited Warranty Term. Although electrical system components may be defective, the OWNER's fixtures and appliances usually are responsible for electrical malfunctions and nuisance tripping. If a 15-amp circuit is tripped, the OWNER should try plugging the device into a 20-amp circuit to see if the amperage of the device exceeds the lower 15-amp capacity. Larger devices such as treadmills and ellipticals may not operate properly on circuits designed for lower loads like a bedroom. If the problem recurs, then that may be a sign of a fault in the system.
- The home has lost partial power. The electrical supply to the home should be installed in accordance with the prevailing electrical codes. BUILDER will check the wiring for conformity with prevailing electrical codes. BUILDER will correct non-compliant elements during the Limited Warranty Term. OWNER should check the circuit breakers and reset as needed. If this does not correct the situation, one leg of the power supply serving the home may no longer be operational. This may happen following a storm. OWNER should contact the local utility company and report the situation. **BUILDER is NOT responsible for the failure of wiring or connectors located outside of the house or of the adequate supply of electrical service by the local utility company.**
- Smoke or carbon monoxide detector chirps or otherwise malfunctions. Most smoke or carbon monoxide detectors are powered by both the electrical power and backup battery. Chirping may indicate intermittent power loss, power surges or most typically, that the battery is weak or is not installed. After OWNER has replaced a depleted battery and reset the detector and the chirping continues, BUILDER will check the battery, verify that the detector is wired correctly, and replace the device if necessary to meet this performance guideline during the Limited Warranty Term. **BUILDER is NOT responsible for replacement of batteries.** Safety officials recommend that OWNERS change batteries in detectors semiannually when daylight saving time begins and ends.
- Recessed can lights turn off. Recessed lighting should operate as designed. BUILDER shall repair recessed can lights not meeting this performance guideline during the Limited Warranty Term. Recessed can lights have temperature sensors, or "thermal cutouts" that shut the lights off if the temperature gets too high. The temperature will get too high if a bulb higher than the maximum design wattage is used. Lights fitted with an enclosed trim (shower trim) will shut off if left on for an extended time and are operating as intended.
- Lighting fixture on a dimmer switch does not operate properly. Dimmer switches should be installed that are compatible to the bulbs that are installed. BUILDER will repair or replace bulbs or switches installed by BUILDER to meet this performance guideline during the Limited Warranty Term. However, BUILDER is **NOT** responsible for replacing properly matched light bulbs that merely burn

out because of normal usage. Light fixtures require specific bulbs specified by the manufacturer. Some bulbs, particularly LED, are not compatible with standard dimmers and will blink, hum, flicker or not dim properly.

- Lighting dims or flickers when other electrical devices are in use. General lighting outlets should be installed in accordance with the prevailing electrical codes. BUILDER will repair or replace outlets to meet this performance guideline during the Limited Warranty Term. Lighting outlets are designed for moderate use devices such as clocks, radios, and lamps. When larger devices such as vacuum cleaners, copiers, space heaters and irons are added, the startup surge may cause lights to dim or flicker. Air conditioners and heat pumps have the potential to cause all light fixtures in the home to dim or flicker. All circuits have the potential for dimming.
- Telephone and cable television wiring do not operate as intended. Telephone and cable television wiring should be installed by the BUILDER in accordance with the prevailing building code. BUILDER shall repair telephone or cable television wiring not meeting this performance guideline during the Limited Warranty Term. The BUILDER is not responsible for failure of wiring or connectors located before the service provider enters the home.
- LED lighting can be affected by many products in your home. Many items in the home that are WIFI can cause LED lighting to blink and flicker. This is not a serviceable item for the builder.

EXTERIOR COMPONENTS

Chimney



- A crack in a masonry chimney cap or crown shall not cause leakage. It is common for caps to crack from expansion and contraction. As a result, leaks may occur. BUILDER will repair leaks due to a crack in the chimney cap or crown during the Limited Warranty Term. Applying caulk or other sealants is an acceptable repair.
- New chimney flashing should not leak under normal conditions. BUILDER will repair leaks in new chimney flashing that are **NOT** caused by ice buildup or by the OWNER'S actions or negligence during the Limited Warranty Term. **The accumulation of ice and snow on the roof is a natural occurrence and cannot be prevented by the BUILDER**
- The masonry chimney is separated from the structure. Newly built chimneys will often incur slight amounts of separation. The amount of separation from the main structure should not exceed ½ inch in any 10-foot vertical measurement. BUILDER will repair gaps that do not meet this performance guideline during the Limited Warranty Term. Proper repair can be completed by caulking unless the cause of the separation is a structural failure of the chimney foundation itself. In that case, caulking is not an acceptable repair.

Masonry

Efflorescence is evidenced by the presence of a white film on the surface of masonry or mortar. It is a particularly common occurrence where masonry or concrete are in contact with high moisture levels because masonry products absorb and retain moisture. **Efflorescence is NOT covered under this Limited Warranty.**

Spalling of newly manufactured brick is covered by the manufacturer's warranty and is NOT covered under this Limited Warranty.



- A masonry or veneer wall or mortar joint crack that is visible from a distance greater than 20 feet, or larger than ¼ inch in width, is considered a deficiency. BUILDER will repair cracks in excess of this performance guideline during the Limited Warranty Term by tuck pointing, patching, or painting, as deemed most appropriate by BUILDER. **The BUILDER is not responsible for an exact match of mortar or patching material colors.** Hairline cracks resulting from shrinkage and cracks due to minor settlement are common in masonry or veneer walls and mortar joints, and do not necessarily represent a defect.
- Cut bricks below openings in masonry walls are of different thickness. Cut bricks in courses directly below an opening shall not vary from one another in thickness by more than ¼ inch. The smallest dimension of a cut brick should be greater than 1 inch. BUILDER will repair the wall to meet this performance guideline during the Limited Warranty Term. Bricks are cut to achieve required dimensions at openings and ends of the walls when it is not possible to match unit/mortar coursing. An exact match of brick or mortar after a repair **cannot** be guaranteed.
- A brick course is not straight. No point along the bottom of any brick course will be more than ¼ inch higher or lower than any other point within 10 feet along the bottom of the same course, or ½ inch in any course length. Dimensional variation of the courses depends upon the variations in the brick selected. BUILDER will rebuild the wall as necessary to meet this performance guideline during the Limited Warranty Term. An exact match of brick after a repair cannot be guaranteed.
- Mortar stains are observed on exterior brick or stone. Exterior brick and stone should be free from mortar stains detracting from the appearance of the finished wall when viewed from a distance of 20 feet. BUILDER will clean the mortar stains to meet this performance guideline if outlined during the Pre-Closing Walk-Through and listed on the punch list.
- Exterior brick and stone walls should be constructed and flashed according to the prevailing building code to prevent water penetration to the interior of the structure under normal weather conditions. BUILDER will repair the wall to meet this performance guideline during the Limited Warranty Term unless the water damage resulted from factors beyond the BUILDER'S control. Water penetration resulting from external factors such as extreme weather conditions, grading alterations or any landscape alterations by others that raises the grade or impacts the proper drainage away from the walls of the structure, or improper use of sprinkler systems are **NOT** the Builders responsibility.

**Wood and Wood
Composite Siding**

Resins and extractives bleeding through paint or stain on siding, or blackening of siding, shakes, or shingles is considered normal and is especially noticeable if natural weathering, white paint, or semitransparent stain is used. These are **NOT** covered under this Limited Warranty.

Delaminating of siding is covered under the manufacturer's warranty unless the delamination was caused by the OWNER'S actions or negligence. **Delamination of siding is NOT covered under this Limited Warranty. OWNER must contact the manufacturer for warranty coverage.**



- Bows exceeding ½ inch in 32 inches are considered excessive. BUILDER will replace bowed wood siding and finish the replacement siding to match the existing siding as closely as possible to meet this performance guideline during the Limited Warranty Term. **BUILDER is NOT responsible for discontinued siding or achieving an exact color match.**
- An edge or gap is visible between adjacent pieces of siding or siding panels and other materials. Gaps wider than $\frac{3}{16}$ inch are considered excessive, unless the siding is installed as prescribed by the manufacturer's instructions, which may include the options to caulk as with cement board siding and spacing required for expansion and contraction of composite siding. BUILDER will repair gaps that do not meet this performance guideline during the Limited Warranty Term. Proper repair can be completed by providing joint covers or by caulking the gap. This is important if the gaps were intentionally left at joints for expansion and contraction. If the siding is painted, BUILDER will paint the new caulking to match the existing siding as closely as possible, but an exact match **cannot** be guaranteed or promised.
- Siding courses should not be more than ½ inch off parallel with contiguous courses in any 20-foot measurement. BUILDER will reinstall siding to meet this performance guideline for straightness during the Limited Warranty Term. Should siding be damaged during removal BUILDER will replace with new siding; **however, BUILDER is NOT responsible for discontinued siding or achieving an exact color match.**
- Siding face nails driven below the surface of wood composite siding is considered a deficiency unless it was driven in accordance with the manufacturer's installation instructions. BUILDER will repair as necessary to meet this performance guideline during the Limited Warranty Term by filling with appropriate filler. The touch up paint may **not** match the surrounding area.
- Siding boards that have buckled, warped or cupped and project more than $\frac{3}{16}$ inch in $5\frac{1}{2}$ inches is considered excessive. BUILDER will repair or replace any boards that do not meet this performance guideline during the Limited Warranty Term. **BUILDER is NOT responsible for discontinued siding or achieving an exact color match on replaced boards.** Buckling, warping, or cupping is caused by wood expanding because of increased temperature, relative humidity, or both.
- Splits in siding boards that are wider than ⅛ inch and longer than 1 inch are considered excessive. BUILDER will repair siding boards that do not meet this

performance guideline during the Limited Warranty Term by filling with appropriate filler. Touch up paint may **NOT** match the surrounding area.

- Nail stains exceeding ½ inch from the nail, which are readily visible from a distance of more than 20 feet, are considered excessive. BUILDER will remove stains to meet this performance guideline during the Limited Warranty Term. Stains can be caused by oxidation of nails or leaching of extractives from the wood. Use of galvanized nails (even double hot dipped) may not necessarily prevent staining.

Aluminum or Vinyl Siding

Any color siding, when exposed to ultraviolet rays from the sun, will fade. **Fading cannot be prevented by the BUILDER and is NOT covered under this Limited Warranty.** Panels on the same wall and under the same conditions should fade at the same rate. The OWNER should contact the siding manufacturer for issues with inconsistent fading.



- Some waviness in aluminum or vinyl siding is to be expected. Waves or similar distortions in aluminum or vinyl lap siding are considered excessive only if they exceed ½ inch in 32 inches of siding. BUILDER will correct any waves or distortions by reinstalling or replacing siding, as necessary, to comply with this performance guideline during the Limited Warranty Term. A color match is **NOT** guaranteed for replacement siding. **BUILDER is NOT responsible for discontinued siding or achieving an exact color match.**
- Siding trim shall not separate from the home by more than ¼ inch. BUILDER will reinstall trim as necessary to comply with this performance guideline during the Limited Warranty Term.
- Siding courses more than ½ inch off parallel in 20 feet with a break such as an eave or wall opening are considered excessive. BUILDER will reinstall siding to meet this performance guideline during the Limited Warranty Term. BUILDER will replace with new siding any siding damaged during removal. A color match is **NOT** guaranteed for replacement siding. **BUILDER is NOT responsible for discontinued siding or achieving an exact color match.**
- No nail heads should be exposed in the field of the siding. During the Limited Warranty Term, BUILDER will install trim as necessary to cover the nails and will install proper trim accessories to avoid face nailing. Vinyl siding generally should not be face nailed. However, there are appropriate and typical occasions when a single face nail may be needed to reinforce a joint or fasten the siding to the wall when it is cut to fit around window frames, doors, roofs, or other obstructions on the wall.
- Siding trim accessories should not separate from caulking at windows or other wall openings. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will repair or caulk, as necessary, to eliminate the separation.

- Aluminum or vinyl siding has gaps or inconsistent cuts. Gaps will comply with the manufacturer's guidelines, but cuts should be concealed by trim. Field cut edges of vinyl or aluminum siding should not be visible when proper trim and accessories are used. BUILDER will ensure that the appropriate trim/accessory is installed to eliminate potentially revealing site cuts. If cuts in siding panels are so uneven that they are not concealed by trim, the panel will be replaced during the Limited Warranty Term. A color match is **NOT** guaranteed for replacement siding. **BUILDER is NOT responsible for discontinued siding or achieving an exact color match.**
- Spacing between siding and accessory trim is typically ¼ inch, or as prescribed in the manufacturer's installation instructions. BUILDER will correct deficient spacing to meet this performance guideline during the Limited Warranty Term.
- Aluminum or vinyl siding is rattling or banging on the house. Prescribed nailing for siding should meet the manufacturer's installation specifications. BUILDER will correct the nailing to meet this performance guideline during the Limited Warranty Term. During times of high winds, the siding will have some movement and there will be noise from the siding against the house.

Fiber Cement Board Siding

A chipped or dented cement board will only be addressed by the BUILDER if it is listed on the Punch List during the Pre-Closing Walk-Through. **This is NOT covered under this Limited Warranty.**



- Fiber cement board is cracked. As a cement product, this siding is susceptible to the same characteristic limitations as other concrete products. Cracks more than 2 inches in length and ⅛ inch wide are considered excessive. BUILDER will repair or replace a cracked cement board as necessary – as determined by the BUILDER – during the Limited Warranty Term. **BUILDER is NOT responsible for discontinued siding or achieving an exact color match.**
- Cement board siding is improperly fastened. Siding should be nailed flush and perpendicular per the manufacturer's instructions. Staples should not be used. BUILDER will correct or repair improperly fastened boards during the Limited Warranty Term. Overdriven nail heads or nails driven at an angle can be filled with siding manufacturer's specified product.
- Visible gaps in cement board siding and trim. Fiber cement siding shall have a ⅛ inch gap between trims of windows and doors. Butt ends and joints should be installed in contact with one another. BUILDER will repair siding to meet this performance guideline during the Limited Warranty Term.

Stucco

Exterior stucco walls may not match when applied on different days or under differing environmental conditions (e.g., temperature, humidity, etc.). The color, texture, or both, of exterior stucco walls that are not uniform are **NOT** covered under this Limited Warranty.

Stucco finish coat that does not go all the way to the ground is **NOT** covered under this Limited Warranty. Weep screed or gap between ground and finish coat of stucco is a proper installation requirement.

Efflorescence is evidenced by the presence of a white film on the surface of masonry or mortar. It is a particularly common occurrence where masonry or concrete are in contact with high moisture levels because masonry products absorb and retain moisture. **Efflorescence that is present on the surface of stucco finished surfaces is NOT covered under this Limited Warranty.**



- Cracks in exterior stucco wall surfaces should not exceed 1/8 inch in width. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will repair stucco cracks that exceed this standard using an exterior grade caulking or sealant. Caulking and touch up painting are acceptable repair techniques. An exact color or texture match may not be attainable. Hairline cracks in stucco or cement plaster (parging) are common, especially if the coatings have been applied directly to masonry back up.
- The coating should not separate from the base on an exterior stucco wall. During the Limited Warranty Term, BUILDER will repair areas where the coating has separated from the base in accordance with this performance guideline, unless the damage resulted from factors beyond the BUILDER's control. A number of variables affect coloring and texture of stucco. **It is not possible to achieve an exact color or texture match between stucco coatings applied at different times.**
- Lath should not be visible through stucco, nor should the lath protrude through any portion of the stucco surface. BUILDER will make necessary corrections to meet this performance guideline during the Limited Warranty Term. The finish color and/or texture may not match.
- Rust marks on the stucco surface are considered excessive if more than 5 marks measuring more than 1 inch long occur per 100 square feet. BUILDER will repair, replace, or seal the rusted areas of the wall during the Limited Warranty Term. Rusting may be present in more humid climates due to the natural state of sand used in cement-based products which could include metallic components. **It is not possible to achieve an exact color or texture match between stucco coatings applied at different times.**
- There is water damage to the exterior wall cavity as a result of a leak in the stucco wall system. Stucco walls should be constructed and flashed to prevent water penetration to the interior of the structure under normal weather and water conditions. If water penetration is the result of a system failure and does not result from external factors, BUILDER will make necessary repairs to prevent water penetration through the stucco wall system during the Limited Warranty Term. **It is not possible to achieve an exact color or texture match between stucco coatings applied at different times. BUILDER is not responsible for water penetration resulting from external factors out of the BUILDER'S control such as windblown moisture or sprinkler systems.**

Exterior Trim

- Joints between exterior trim elements, including siding and masonry, should not be wider than ¼ inch. In all cases, the exterior trim will perform its function of excluding the elements. BUILDER will repair open joints that do not meet this performance guideline during the Limited Warranty Term. Caulking is an acceptable repair. Reasonable attempts will be made to make repairs using products that match the manufacturer's recommended application instructions.
- Splits wider than ⅛ inch and longer than 1 inch in exterior trim boards are considered excessive. BUILDER will repair splits by filling them with durable filler during the Limited Warranty Term. **Touch-up painting may not match the surrounding area.**
- Bows and twists in exterior trim boards exceeding ⅜ inch in 8 feet of trim board are considered excessive. BUILDER will repair defects that do not meet this performance guideline by refastening or replacing deformed boards during the Limited Warranty Term. Touch-up painting may not match the surrounding area.
- Trim boards that are cupped in excess of 3/16 inch per every 5½ inches of trim board is considered excessive. BUILDER will repair defects that do not meet this performance guideline by refastening or replacing cupped boards during the Limited Warranty Term. Touch-up painting may not match the surrounding area.

Exterior Paint, Stain and Varnish

Fading of exterior paints and stains is common. The degree of fading depends on environmental conditions. **Fading of exterior paints and stains is NOT covered under this Limited Warranty.** Repairs required under this Limited Warranty will be finished (i.e., painting, staining, or refinishing) to match the immediate surrounding areas as closely as possible when viewed under normal lighting conditions from a distance of 20 feet. Touch up painting, staining, or refinishing may not match the surrounding area exactly in color or sheen because the original coating may have been exposed to sunlight, pollution, weather, and other conditions over a period of time.



- Exterior paints and stains should not peel or flake. If exterior paint or stain has peeled, developed an alligator pattern, or blistered, the BUILDER will properly prepare and refinish the affected areas and match their color as closely as practical during **the first year** of this Limited Warranty term. Where deterioration of the finish affects more than 50 percent of the piece of trim or wall area, the BUILDER will refinish the affected component according to the manufacturer's product application instructions, or in the absence of such instructions, generally accepted trade practices. Color match cannot be guaranteed.
- Paint or stain overspray on surfaces not intended for paint or stain that is visible at a distance of 6 feet under normal lighting conditions is considered a deficiency. BUILDER will clean the affected surfaces, without damaging the surface only if noted on the punch list during the new home pre-close walk. **Paint or stain overspray caused by the OWNER or the OWNER'S contractor(s) is NOT covered under this Limited Warranty.**

- Extensive bleeding of knots, wood or pitch stains should not show through paint on exterior trim and siding. **ONE TIME ONLY** during the Limited Warranty Term, the wood will be sealed, stain killed, and touch-up painted in affected areas to match as closely as possible by the BUILDER.

FIREPLACE & WOOD STOVE

If you have an “insert” fireplace, refer to and follow the manufacturer's instructions. Small water leaks, small amounts of water or the dripping of water down the fireplace flue during a rainstorm is not considered a deficiency. **Rust on the fireplace damper is a common condition and is NOT covered under this Limited Warranty. Firebox paint that becomes cracked or discolored is a normal occurrence and is NOT covered under this Limited Warranty.** The OWNER should obtain the recommended paint from the manufacturer if they choose to touch-up the interior of the firebox for aesthetic reasons, **Simulated firebrick panel or mortar joint cracks from normal fires are to be expected and are NOT covered under this Limited Warranty.** Heat and flames from normal fires can cause cracking.



- A fireplace or chimney doesn't consistently draw properly. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will repair the flue/chimney, based on manufacturer's specifications or the design specifications, to draw correctly. Homes that have been constructed to meet stringent energy criteria may need to have a nearby window opened slightly to create an effective draw. High winds can cause temporary negative drafts or downdrafts. Obstructions such as tree branches, steep hillsides, adjoining homes, and certain ventilation systems in the home also may cause negative drafts.

FLOOR COVERINGS

Carpeting

Fading or discoloration of carpet are conditions covered under the carpet manufacturer's warranty. No corrective action is required by BUILDER. OWNER is responsible for adhering to the manufacturer's maintenance and cleaning instructions. Fading or discoloration may result from the consumer spilling liquids on the carpet, improper cleaning, exposure to sunlight, or from the OWNER's failure to properly maintain the carpet.

Carpet for a room should be ordered and installed from a single manufacturer's dye lot. Carpet shade variance is the manufacturer's responsibility and is NOT covered under this Limited Warranty. When viewed under normal lighting conditions, carpet may have the appearance of color variation. These differences may result from the direction of the carpet nap or from fibers being crushed in the role. Over time vacuuming will make the appearance more uniform.

Carpet spots or discoloration will **ONLY** be addressed by the BUILDER if it was noted on the Punch List during your Pre-Closing Walk-Through. OWNER is responsible for adhering to the carpet manufacturer's maintenance and cleaning instructions.

It is the OWNER'S responsibility to move furniture PRIOR to a scheduled repair so the technician has unobstructed access to the repair area.



- Visible gaps at the seams are considered a deficiency. BUILDER will correct visible gaps at carpet seams during the Limited Warranty Term. It is not unusual for carpet seams to be visible from a standing position. If replacements are necessary, **the BUILDER is NOT responsible for dye lot variations, discontinued carpet, or unavailability of specific carpeting.**
- Properly stretched and secured wall-to-wall carpeting should not unfasten, loosen, or separate from the carpet's points of attachment. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will re-stretch or re-secure the carpeting, as necessary, to meet this performance guideline. OWNER is responsible for adhering to the manufacturer's maintenance and cleaning instructions. Excessive moisture during cleaning causes the carpet fibers to stretch and not return to their normal position. **This is NOT a Builder's warranty responsibility.**
- Carpeted areas shall not have dead spots, or voids, dips or lumps that exceed ½ inch. BUILDER will repair dips, remove lumps, or replace padding in the affected areas to meet this performance guideline during the Limited Warranty Term. Since carpet padding comprises a number of materials of various densities and feel, there may be an inconsistent "feel" even with adequate padding coverage. **No corrective action is required by BUILDER if dips were created with heavy furniture.**

Hardwood

ALL cosmetic damage (e.g., nicks, scratches, dents, gouges, etc.) visible from a standing position will **ONLY** be addressed by the BUILDER if it was noted on the Punch List during your Pre-Closing Walk-Through. **Cosmetic damage to hardwood flooring is NOT covered under this Limited Warranty.**

Gaps between hardwood floorboards appearing after installation may be caused by fluctuations in the relative humidity in the home. This is a common seasonal phenomenon in some climates and certain areas of the home that experience significant shifts in humidity. Gaps between floorboards exceeding ⅛ inch **will ONLY be addressed by the BUILDER if it was noted on the Punch List during your Pre-Closing Walk-Through. The OWNER is responsible for maintaining proper humidity levels in the home after settlement/closing. Gaps between floorboards are NOT covered under this Limited Warranty.**

BUILDER will install the grade/quality of hardwood as specified in the purchase contract. **Hardwood flooring is a natural product with variations in color and grain (including knots in the wood). These types of natural variations are NOT covered under this Limited Warranty. BUILDER is NOT responsible for color variations or discontinued hardwood flooring.**



- Cupping or crowning in hardwood floor boards should not exceed 1/16 inch in height in a 3 inch maximum span measured perpendicular to the long axis of the floorboard. BUILDER will correct or repair boards to meet this performance guideline during the Limited Warranty Term if the cupping or crowning was caused by factors within the BUILDER's control. Cupping or crowning appearing

after installation are a result of fluctuations in the moisture conditions in the home, causing a noticeable curvature in the face of the floorboards. Cupping or crowning caused by exposure to moisture or humidity fluctuations are beyond the BUILDER's control and are NOT covered under this Limited Warranty. The OWNER is responsible for maintaining proper humidity levels in the home.

- Lippage greater than $\frac{1}{16}$ inch along the joints of prefinished wood flooring products is considered excessive. BUILDER will repair lippage in the affected areas to meet this performance guideline within the Limited Warranty Term if the lippage was caused by elements within the BUILDER'S control. BUILDER is NOT responsible for color variations or discontinued hardwood flooring. Lippage resulting from OWNER not properly maintaining the floor or due to OWNER not maintaining proper humidity levels in the home are NOT covered under this Limited Warranty.
- A wood floor should not be out of square . The diagonal of a triangle with sides of 12 feet and 16 feet along the edges of the floor should be no more than $\frac{1}{2}$ inch more or less than 20 feet. BUILDER will make the necessary modifications in the most practical manner to any floor that does not comply with this performance guideline for squareness during the Limited Warranty Term. **BUILDER is NOT responsible for color variations or discontinued hardwood flooring.** Squareness is primarily an aesthetic consideration. Regularly repeated geometric patterns in floor coverings show a gradually increasing or decreasing pattern along an out-of-square wall. The performance guideline tolerance of plus or minus $\frac{1}{2}$ inch in the diagonal allows a maximum increasing or decreasing portion of approximately $\frac{3}{8}$ inch in a 12 foot wall of a 12 by 16 foot room.
- Voids or skips observed in the floor finish that are readily visible from a standing position under normal lighting conditions are considered excessive. The BUILDER will repair the floor finish in the affected area(s) to meet this performance guideline if outlined during the Pre-Closing Walk-Through and listed on the punch list. **BUILDER is NOT responsible for color variations or discontinued hardwood flooring.** This performance guideline does not apply to distressed, character grade, hand scraped or other similar flooring finishes.
- The top coating on hardwood flooring has peeled or chipped. Field-applied coating should not peel during normal usage. **Prefinished coatings are the manufacturer's responsibility.** BUILDER is NOT responsible for color variations or discontinued hardwood flooring. BUILDER will refinish any field-applied finishes that have peeled during the Limited Warranty Term.
- Hardwood flooring should not buckle under normal conditions and usage. BUILDER will repair the affected area to meet this performance guideline during the Limited Warranty Term if the buckling was caused by elements within the BUILDER'S control. **BUILDER is NOT responsible for color variations or discontinued hardwood flooring.** Wood floors are naturally susceptible to high levels of moisture. Buckling results from water or high levels of moisture coming in contact with the floor. **Controlling excessive moisture and high humidity levels during cleaning or from other sources is the Owner's responsibility.** **Buckling caused by the OWNER'S actions or negligence is NOT covered under this Limited Warranty.**

- Hardwood flooring should not lift from the substrate under normal conditions and usage. During the Limited Warranty Term, BUILDER will repair the affected area if the lifting was caused by factors within the Builder's control. Some minor voids that exhibit some variance in the sound underfoot may occur. Provided that the flooring material is not otherwise detached and loose at the edges, these variations are not a performance defect.
- Excessive knots and color variations are observed in hardwood flooring. All wood should be consistent with the grade or quality specified for the project. BUILDER will replace any improper grade or quality of wood during the Limited Warranty Term. **BUILDER is NOT responsible for color variations or discontinued hardwood flooring.** Hardwood flooring is a natural product and consequently can be expected to exhibit variations in color, grain, and stain acceptance. This performance guideline does not apply to distressed, character grade, hand scraped or other similar flooring finishes.
- Slivers and splinters should not be visible in hardwood flooring. BUILDER will repair flooring in the affected areas to meet this performance guideline during the Limited Warranty Term. Excessive slivers or splintering of prefinished flooring after installation is covered under the manufacturer's warranty. **BUILDER is NOT responsible for color variations or discontinued hardwood flooring.**
- Sticker burn is observed on the surface of strip flooring. Discoloration from stacking strips on hardwood flooring is considered excessive in certain grades of flooring but is allowable in others. BUILDER will repair or replace areas with sticker burn if they are not permitted in the grade of wood specified for the project during the Limited Warranty Term. **BUILDER is NOT responsible for color variations or discontinued hardwood flooring.**
- Hardwood floor is squeaking. Frequent, loud hardwood flooring squeaks are considered a deficiency. BUILDER will repair flooring in the affected areas to meet this performance guideline during the Limited Warranty Term. There are numerous acceptable repairs, such as face nailing, fillers, etc. A builder cannot guarantee a squeak proof home. **BUILDER is NOT responsible for color variations or discontinued hardwood flooring.**

Resilient/Vinyl Floors



- Nails or fasteners raised below the flooring surface are readily visible on the surface of vinyl or resilient flooring. Nail or other fasteners from under floor coverings that are raised above the surrounding area and readily visible from a standing position under normal lighting conditions are considered excessive. BUILDER will repair or replace flooring during the Limited Warranty Term. At the Builder's option, the BUILDER will repair or replace the floor covering in the affected areas with similar material and in accordance with the manufacturer's recommendations. **The BUILDER is not responsible for discontinued patterns or color variations when replacing or repairing the floor covering.**

- Vinyl or resilient flooring has lost adhesion. Floor covering should be securely attached to the substrate or underlayment. Some minor voids that exhibit some variance in the sound underfoot may occur. Provided that the flooring material is not otherwise detached and loose at the edges, these variations are **NOT** a performance defect. If the flooring becomes detached because of improper installation by the BUILDER, the BUILDER will repair or replace the affected flooring, as necessary, during the Limited Warranty Term. **BUILDER is not responsible for discontinued patterns or color variations when repairing or replacing the floor covering.** This performance guideline does **NOT** apply to perimeter attached vinyl floors.
- Seams and shrinkage gaps at vinyl or resilient flooring joints/seams in excess of $\frac{1}{32}$ inch in width is considered a deficiency. Where dissimilar materials abut, the gaps should not exceed $\frac{1}{16}$ inch. BUILDER will repair or replace the flooring, as necessary, to meet this performance guideline during the Limited Warranty Term. Proper repair can be accomplished by sealing the gap with a seam sealer. **BUILDER is not responsible for discontinued patterns or color variations when repairing or replacing the floor covering.**
- Bubbles are observed in vinyl or resilient flooring. Bubbles resulting from trapped air or debris and that protrude higher than $\frac{1}{16}$ inch from the floor are considered excessive. BUILDER will repair the floor to meet this performance guideline in accordance with the manufacturer's recommendations during the Limited Warranty Term. The performance guideline does **NOT** apply to perimeter-attached floors.
- Yellowing on the surface of vinyl or resilient flooring resulting from improper installation is considered a deficiency. BUILDER will repair or replace the affected flooring, as appropriate, during the Limited Warranty Term. 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 a permanent damage to the floor. OWNER is responsible for the proper use and maintenance of the floor. **Yellowing resulting from a manufacturer's defect or from the OWNER's misuse or lack of maintenance is NOT covered under this Limited Warranty. BUILDER is NOT responsible for discontinued patterns or color variations when replacing or repairing the floor covering.**
- Depressions or ridges are observed in flooring because of subfloor irregularities. Depressions or ridges exceeding $\frac{1}{8}$ inch, which are visible from a standing position facing the surface at a distance of 6 feet under normal lighting conditions are considered excessive. The ridge or depression measurement is taken at the end of a 6-inch straightedge centered over the depression or ridge with 3 inches of the straightedge held tightly to the floor on one side of the affected area. The measurement will be taken under the straightedge to determine the depth of the depression or height of the ridge. BUILDER will take the necessary corrective action to meet this performance guideline during the Limited Warranty Term. **BUILDER is NOT responsible for discontinued patterns or color variations when replacing or repairing the floor covering.**

- Resilient floor tile or plank (LVT, LVP and EVP) should be properly installed per the manufacturer's instructions. BUILDER will attach loose resilient floor tiles or planks properly per the manufacturer's instructions during the Limited Warranty Term. The old adhesive will be removed if necessary to re-secure the tiles. Some minor voids that exhibit some variance in the sound underfoot may occur. Provided that the flooring material is not otherwise detached and loose at the edges, these variations are **NOT** a performance defect. **BUILDER is NOT responsible for discontinued patterns or color variations when replacing or repairing the floor covering.**
- Patterns on vinyl or resilient flooring at seams between adjoining pieces should be aligned to within 1/8 inch. BUILDER will correct the flooring to meet this performance guideline during the Limited Warranty Term. **BUILDER is NOT responsible for discontinued patterns or color variations when replacing or repairing the floor covering.**
- Resilient floor tile or plank (LVP, LVT and EVP) flooring makes noise when walking across the floor such as creaks or popping. LVP, LVT and EVP flooring should be installed in accordance with the manufacturer's instructions. BUILDER will repair **ONLY** if the noises are due to installation during the Limited Warranty Term. **BUILDER is NOT responsible for discontinued patterns or color variations when replacing or repairing the floor covering.**
- The corners of adjoining resilient floor tiles or planks should be aligned to within 1/8 inch. **Misaligned patterns are NOT covered under this Limited Warranty unless they result from improper orientation of the floor tiles.** BUILDER will correct resilient floor tiles or planks with misaligned corners to meet this performance guideline during the Limited Warranty Term. **BUILDER is NOT responsible for discontinued patterns or color variations when replacing or repairing the floor covering.**

Tile, Brick, Marble and Stone



- Tile, brick, marble, or stone flooring is broken or loose. BUILDER will replace broken tiles, bricks, marble, or stone flooring, and resecure loose tiles, bricks, marble, or stone during the Limited Warranty Term. **However, BUILDER is NOT responsible if the flooring was damaged by the OWNER'S actions or negligence. BUILDER is NOT responsible for discontinued patterns or color variations when replacing tile, brick, marble, stone flooring, or grout.**
- Lippage greater than 1/16 inch is considered excessive, except where the materials are designed with irregular height (such as hand-made tile or large format tiles). BUILDER will adjust the affected areas to meet this performance guideline during the Limited Warranty Term, **except** where the materials are designed with an irregular height, such as hand-made tile or large format tiles. **BUILDER is NOT responsible for discontinued patterns or color variations when replacing tile, brick, marble, stone flooring or grout.**

- After the grout or mortar has cured, any color variation that is readily visible from a standing position facing the surface at a distance of 6 feet under normal lighting conditions is considered excessive. **ONE TIME ONLY**, BUILDER will repair the grout joint to meet this performance guideline if outlined during the Pre-Closing Walk-Through and listed on the punch list. **However, BUILDER is NOT responsible for repairing discolorations to the grout due to OWNER’S actions or negligence (e.g., accumulated dirt or grime and allowing liquids like red wine or grape juice to absorb into the grout). BUILDER is NOT responsible for grout color variations in the repaired area or for discontinued grout colors.**
- Cracks that result in loose tiles or gaps greater than 1/16 inch is considered excessive. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will repair grout to meet this performance guideline. **BUILDER is NOT responsible for color variations or discontinued colored grout. The OWNER is responsible for re-grouting these joints after the BUILDER’S ONE TIME repair.**
- Cracks are observed in tile grout or at the junctures with other materials such as a bathtub or counter tops. Cracks in grouting of tile joints commonly result from normal shrinkage conditions are considered homeowner maintenance. The use of grout caulk, typically a flexible material, at the junction between tile and other materials can be more effective than grout and is considered an acceptable method of repair.

Mirrors and Shower Doors

The BUILDER will install Mirrors and Shower doors as specified by the Manufacturer.



- Mirrors will not come loose from wall or fittings during the Term of this Limited Warranty. BUILDER will secure any mirrors, installed by BUILDER, that come loose during the Term of this Limited Warranty.
- Mirrors will not lose the metallic backing, thereby causing mirror to not reflect during the Term of this Limited Warranty. Only defective mirrors, installed by BUILDER will be replaced by BUILDER.
- **Mirror scratches or blemishes are NOT the responsibility of BUILDER unless noted on the Pre-Closing Walkthrough Punch List Form.**



- The BUILDER will install Shower Doors as specified by the Manufacturer.
- - Shower doors will not slide or roll open or closed as a result of gravity.
- **Scratches, blemishes, dents or discoloration of Shower Doors or Shower Door Frames are NOT the responsibility of the BUILDER unless noted on the Pre-Closing Walkthrough Punch List Form.**

HEATING, AIR CONDITIONING, HUMIDITY CONTROL, AND VENTILATION

Condensate drain lines will clog under normal conditions. The BUILDER shall provide clean and unobstructed condensate drain lines at the time of settlement or closing. Continued maintenance of the condensate drain line is the OWNER's responsibility. Variations from room to room and floor to floor are considered normal homeowner maintenance by adjusting dampers and thermostat settings. This condition is not warranted through the builder.

Heating System

- The heating system should be capable of producing an inside temperature of 70 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor under local outdoor winter design conditions. National, state, or local energy codes supersede this performance guideline where such codes have been adopted. Work should be done in accordance with the prevailing building codes. BUILDER will correct the heating system to provide the required temperature in accordance with this performance guideline or applicable code requirements, during the Limited Warranty Term. **OWNER is responsible for balancing dampers and registers and for making other necessary minor adjustments.** Closed interior doors, closed registers, and dirty filters can restrict airflow and may affect the system's performance. To promote energy conservation, heating design codes typically are meant to maintain indoor temperature when the outdoor temperatures are within 10 degrees of normal, by climate zone. If the outdoor temperature is below that, the properly designed system will be unable to maintain 70 degrees Fahrenheit.
- Some rooms are colder or hotter, or more humid than others. The heating system should perform in accordance with the prevailing building code. BUILDER shall correct the flow of air to rooms to bring the flow into accordance with the prevailing building code during the Limited Warranty Term. A temperature difference of several degrees Fahrenheit can be expected between rooms due to a number of factors, including registers that have been partially or completely closed, the number of people in a room (even sleeping), the number of appliances (even those that are off), the amount of glass in the room, the number of and extent of exterior walls, the sun exposure at the time, and the temperature difference between the inside and outside. When the temperature difference is relatively low in hot, humid climates, humidity can increase to give the perception of an increase in temperature.
- Radiant floor has cold spots. The radiant floor should be installed according to the manufacturer's instructions. BUILDER will correct cold spots to meet this performance guideline during the Limited Warranty Term. Depending on the size, shape, flooring material, manufacturer, and type radiant floor system, the number and size of cold spots in the floor will vary. A normally operating radiant floor system may include cold spots in perimeter areas and in areas between the heating sources.

Air Conditioning System

A clogged condensate line will only be addressed by BUILDER if it is identified by OWNER during the Pre-Closing Walk-Through and listed on the Punch List. It is the Owner's ongoing maintenance responsibility to ensure that the condensate drain line is cleaned/cleared of any obstructions.

Condensation on the outside of air handlers, refrigerant lines or ducts is **NOT** covered under this Limited Warranty. Moisture can be expected to condense and/or freeze on the exterior surfaces of air handlers, lines, and ducts when the air temperature is different than the surface temperature.



- The air conditioning system should be capable to maintain an inside 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. National, state, or local codes will supersede this guideline where such codes have been adopted. Work should be done in accordance with the prevailing building codes. BUILDER will correct the air conditioning system to provide the required temperature in accordance with applicable code requirements during the Limited Warranty Term. Closed interior doors without a proper gap at the bottom of the door, closed registers, and dirty filters can restrict airflow and may affect the system's performance. Some cooling systems have two filters. To promote energy conservation, cooling design codes typically are meant to maintain indoor temperature when the outdoor temperatures are within 15 degrees of normal. If the outdoor temperature is above normal, based on climate zone, the properly designed system will be unable to maintain 78 degrees Fahrenheit.
- Refrigerant lines and fittings should not leak. BUILDER will repair leaking refrigerant lines and recharge the air conditioning/heat pump unit during the Term of this Limited Warranty **unless the damage was caused by OWNER'S actions or negligence.**
- The air handler or furnace vibrates. The units shall be installed in accordance with the manufacturer's instructions and the prevailing building codes. BUILDER will correct the items according to the manufacturer's instructions and prevailing building code requirements during the Limited Warranty Term. Under certain conditions, some vibration may occur with the normal flow of air when air handlers and furnaces are installed correctly. Debris in the furnace or air handler could cause the unit to become out of balance and vibrate. It is the OWNER'S responsibility to keep the units clear of debris.

Humidity Control and Condensation

Water, ice, frost or condensation on the interior frame or glass surface of a window or exterior door is **NOT** covered under this Limited Warranty. Condensation usually results from conditions beyond the BUILDER's control. Moisture in the air can condense into water and collect on cold surfaces, particularly in the winter months when the outside temperature is low. Blinds and drapes can prevent air within the home from moving across the cold surface and picking up the

moisture. Occasional condensation on windows and doors in the kitchen, bath, or laundry area is also common. It is the OWNER's responsibility to maintain proper humidity by properly operating heating and cooling systems' exhaust fans and allowing moving air within the home to flow over the interior surface of the windows. In hot, humid climates, condensation can occur on the outside of windows when the outdoor humidity is especially high (in early mornings when windows are cool). Air conditioning vents are usually aimed at windows and glass doors to maximize comfort and can cause surface condensation.

Ducts and Airflow

Airflow noise at a register is NOT covered by this Limited Warranty unless the registers are not installed according to the prevailing local code. Under certain conditions, there will be some noise with the normal flow of air even when registers are installed correctly

Moisture accumulating on supply registers is NOT covered by this Limited Warranty unless registers are not installed according two prevailing building. Condensation usually results from conditions beyond the BUILDER's control. Moisture in the air can condense into water and collect on cold surfaces.



- The ductwork makes noises. Ductwork should be constructed and installed in accordance with applicable mechanical code requirements. Metal expands when it is heated or subjected to pressure during startup and contracts when it cools. The ticking or cracking sounds caused by the metal's movement are common and are not considered a deficiency. BUILDER will take action if the duct does not comply with the prevailing building code during the Limited Warranty Term.
- The ductwork produces excessively loud noises commonly known as "oil canning." The stiffening of the ductwork and the thickness of the metal used should be such that ducts do not "oil can." The booming noise caused by oil canning is considered excessive. BUILDER shall correct the ductwork to eliminate oil canning during the Limited Warranty Term.
- Ductwork is separated or detached. Ductwork should remain intact and securely fastened. BUILDER will reattach and secure all separated or unattached ductwork during the Limited Warranty Term.
- There is insufficient airflow to registers. Ductwork should be correctly installed according to the prevailing building code and the applicable mechanical code. BUILDER will correct ductwork to meet this performance guideline during the Limited Warranty Term. However, the adequacy of airflow may be subjective.

Ventilation

Register covers and HVAC vents that protrude more than $1/16$ inch from a smooth wall or ceiling surface or a rough or texture wall or ceiling surface or protrude from floors will **ONLY** be addressed by the BUILDER if they are listed on the Punch List during the Pre-Closing Walk-Through.



- Kitchen or bath fans are allowing air infiltration or making a flapping noise. Bath and kitchen fans should be installed in accordance with the manufacturer's

instructions and prevailing building code requirements and perform in accordance with the manufacturer's specifications. BUILDER will **ONLY** take corrective action if kitchen and bath fans are not installed in accordance with the manufacturer's instructions and prevailing code requirements or do not perform in accordance with the manufacturer's specifications during the Limited Warranty Term. **Noise due to windy conditions not addressed by the manufacturer's specifications is not covered under this Limited Warranty.** It is possible for outside air to enter a home through a ventilation fan. The dampers in most fans do not seal tightly. It is possible for the damper to be lodged open due to animal activity (including nesting in the outside opening), or the accumulation of grease, lint, and other debris. **Maintenance of ventilating fans is the OWNER's responsibility, and the OWNER should make periodic inspections to assure the proper flow of air. Opening and closing exterior doors changes the interior pressure and may cause the dampers to open and close causing a noise.**

INSULATION SYSTEM

Sound transmission between rooms, floor levels, or from the street into the home is **NOT** covered under this Limited Warranty.



- Insulation is insufficient. Insulation should be installed according to R-values designated in the contract documents or as required by prevailing building code. BUILDER will install insulation to meet this performance guideline during the Limited Warranty Term. **In the case of a dispute, the cost for investigating and restoring areas back to their prior condition is to be borne by the OWNER if it is found that BUILDER installed the insulation according to this performance guideline.**
- Foam or cellulose insulation appears to sag or shrink away from the cavity during the warranty period. Shrinkage/sagging should not be more than ½ inch at the top and ¼ inch on sides. BUILDER will correct insulation to meet this performance guideline during the Limited Warranty Term. Some space is created by the shrinkage of the framing members and not the insulation and is both expected and acceptable
- Insulation around interior penetrations are either lacking or allows noticeable air flow. BUILDER will correct to prevent air movement around penetrations during the Limited Warranty Term.

INTERIOR CONSTRUCTION

Drywall, Lath & Plaster

Minor paint touch up must be noted on the Punch List during the Pre-Closing Walk-Through.

OWNER assumes full responsibility should lumps, ridges and nail pops occur after OWNER has wall covering installed by others or by OWNER.

Sprayed or textured ceilings that have uneven textures and uneven angular drywall joints are NOT covered under this Limited Warranty. This is a common condition that occurs with randomly applied materials. It is the owner's responsibility to move or cover any personal belongings prior to the scheduled service work. Builder's contractors will not move furniture or personal belongings.

The BUILDER is not required to sand and paint any drywall repairs related to the normal drying out and curing process of the new home. Additionally, the BUILDER is not responsible for an exact match in color or texture for any drywall repairs made.



- Cracks are visible on a finished wall or ceiling. Cracks that exceed $\frac{1}{16}$ inch in width are considered a deficiency. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will repair cracks. The texture may not exactly match the existing texture and paint color. **Drywall cracks will ONLY be addressed as part of the 11-Month Term Walkthrough.** Due to the initial stabilization of the lumber framing that exists with new homes, it is impossible to correct each drywall defect as it occurs, and it is essentially useless to do so. The entire home will tend to stabilize itself. Correcting the drywall near the end of the warranty period provided the OWNER with the best possible solution.
- Nail pops are a defect **ONLY** when there are signs of spackle compound cracking or falling away. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will repair such blemishes. BUILDER will touch up drywall. BUILDER is not required to repair defects that are covered by wall coverings and that, therefore, are not visible. **Nail pops will ONLY be addressed during the 11-Month Term Walkthrough.** Due to the initial stabilization of the lumber framing that exists with new homes, it is impossible to correct each drywall defect as it occurs, and it is essentially useless to do so. The entire home will tend to stabilize itself. Correcting the drywall near the end of the warranty period provided the OWNER with the best possible solution.
- Blisters or other blemishes are visible on finished wall or ceiling. Any such blemishes that are readily visible from a standing position facing the surface at a distance of 6 feet under normal lighting conditions is considered excessive. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will repair such blemishes. **BUILDER is NOT required to repair defects that are covered by wall coverings and that, therefore, are not visible. Blisters, or other visible blemishes, will ONLY be addressed during the 11-Month Term Walkthrough.** Due to the initial stabilization of the lumber framing that exists with new homes, it is impossible to correct each drywall defect as it occurs, and it is essentially useless to do so. The entire home will tend to stabilize itself. Correcting the drywall near the end of the warranty period provided the OWNER with the best possible solution.
- Cracked or exposed corner beads, excess joint compound, trowel marks, or blisters in tape joints are considered excessive. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will repair the affected area of the wall to meet this performance guideline. **These deficiencies will ONLY be addressed during the 11-Month Term Walkthrough.**

- Drywall joints that have fallen or separated that are readily visible from a standing position facing the surface at a distance of 6 feet under normal lighting conditions are considered excessive. **ONE TIME ONLY**, during the Limited Warranty Term, BUILDER will repair affected areas. **Drywall joints will ONLY be addressed during the 11-Month Term Walkthrough.** Visible joints often occur in long walls, stairwells, ceilings, and areas of two-story homes where framing members have shrunk and caused the drywall to protrude. Due to the initial stabilization of the lumber framing that exists with new homes, it is impossible to correct each drywall defect as it occurs, and it is essentially useless to do so. The entire home will tend to stabilize itself. Correcting the drywall near the end of the warranty period provided the OWNER with the best possible solution.
- The texture of drywall does not match. Any texture variations that are readily visible from a standing position facing the surface at a distance of 6 feet under normal lighting conditions are considered excessive. BUILDER will repair the affected area to meet this performance guideline during the Limited Warranty Term. **Drywall texture will ONLY be addressed during the 11-Month Term Walkthrough.**

Paint and Stain

The BUILDER will **ONLY** re-touch walls, ceilings or trim surfaces if it is noted on the Punch List generated during the Pre-Closing Walk-Through and if they are visible from a distance of 6 feet under normal lighting conditions. **BUILDER is NOT responsible for an exact match in color or texture.**

If OWNER performs any paint touch-ups, be aware that the touch-up may not match the surrounding area exactly, even if the exact same paint mix is used. The specifications for the paint used in your home has been provided to you by your BUILDER via your selection sheet.

Tannin from wood that has bled through the paint on interior trim is NOT covered under the Term of this Limited Liability Warranty. This is a common condition with natural materials such as wood.

Interior and exterior painting is only touched up by the Builder if identified during the Pre-Closing walk and noted on the punch list.



- Interior paint does not cover the underlying surface. Wall, ceiling, and trim surfaces that are painted should not show through new paint when viewed from a standing position facing the surface at a distance of 6-feet under normal lighting conditions. BUILDER will recoat affected area(s) to meet this performance guideline if outlined on the Pre-Closing walk and noted on the punch list. BUILDER will match the paint as closely as practical. **A perfect match between original and new paint cannot be expected.** The amount and direction of sunlight can have a significant effect on how a surface appears. **It is not unusual for the underlying surface to be visible in direct sunlight and no corrective action is required of the BUILDER in such an instance.**
- Brush and roller marks should not be readily visible on interior painted surfaces when viewed from a standing position facing the surface at a distance of 6 feet under normal lighting conditions. BUILDER will refinish the affected area(s) as

necessary to meet this performance guideline if outlined on the Pre-Closing walk and noted on the punch list. BUILDER will match the paint as closely as practical. **A perfect match between original and new paint cannot be expected. BUILDER shall NOT be required to remove brush and roller marks caused by OWNER.**

- Paint spatters on walls, woodwork, floors, or other interior surfaces shall not be visible when viewed from a standing position facing the surface at a distance of 6 feet under normal lighting conditions. BUILDER will remove paint spatters to meet this performance guideline if outlined on the Pre-Closing walk and noted on the punch list. **BUILDER shall NOT be required to remove paint spatters caused by OWNER.**
- Lap marks should not be readily visible on interior painted or stained areas when viewed from a standing position facing the surface at a distance of 6 feet under normal lighting conditions. BUILDER will refinish, as necessary, to meet this performance guideline BUILDER will refinish the affected area(s) as necessary to meet this performance guideline if outlined on the Pre-Closing walk and noted on the punch list. **A perfect match between original and new paint cannot be expected. BUILDER shall NOT be required to refinish lap marks caused by OWNER.**
- If Builder is required to repair drywall from a leak or other warranty circumstances outside of the normal 11-month drywall repairs, BUILDER will touch up paint on 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.**

Wallpaper and Vinyl Wall Coverings



- Wall covering installed by BUILDER shall not peel from walls. BUILDER will reattach or replace the loose wall covering during the Limited Warranty Term. **However, BUILDER shall NOT be responsible for repairing peeling wallpaper caused by OWNER's actions.** Wallpaper applied in high moisture areas is exempt from this guideline because the problem results from conditions beyond the BUILDERS control. **BUILDER is not responsible for discontinued wallpaper patterns.**
- Patterns in wallpaper coverings should match. Irregularities in the patterns themselves are the manufacturer's responsibility. BUILDER will correct the wall covering to meet this performance guideline during the Limited Warranty Term. However, some wallpaper has patterns that do not need to be matched. **BUILDER is NOT responsible for discontinued wallpaper patterns.**

INTERIOR STAIRS

If wood stair components must be replaced as part of a repair, BUILDER is not responsible for variations in color of the wood, the stain, or discontinued stair components.



- The maximum vertical deflection of an interior stair tread will not exceed $\frac{1}{8}$ inch at 200 pounds of force. BUILDER will repair the stair to meet this performance guideline during the Limited Warranty Term.
- Gaps exist between finished interior stair risers, treads, and/or skirts. Gaps between adjoining parts that are designed to meet flush should not exceed $\frac{1}{8}$ inch in width. BUILDER will repair or replace the affected part(s) as necessary to meet this performance guideline during the Limited Warranty Term. The use of filler is an appropriate method to fill gaps. Unfinished stairs such as basement steps are not covered in this guideline.
- A stair riser or tread squeaks. Loud squeaks, pops or creeks caused by a loose stair riser or tread are considered excessive; **however, totally squeak proof stair risers or treads cannot be guaranteed.** BUILDER will refasten any loose risers or treads, or take other reasonable and cost-effective corrective action, based on Builder's best judgment, to reduce squeaking without removing treads or ceiling finishes during the Limited Warranty Term.
- Gaps between interior stair railing parts should not exceed $\frac{1}{8}$ inch in width. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will ensure that individual parts of the railing are securely mounted, and any remaining gaps will be filled, or the parts will be replaced to meet this performance guideline.
- Interior stair railings should be installed in accordance with prevailing building codes. BUILDER will secure any stair railing parts that loosen with normal use to meet this performance guideline during the Limited Warranty Term. Stair railings are designed to protect an individual while stepping up and down a stairwell. **BUILDER is NOT responsible for damages caused by the OWNER from pulling, swinging, hanging, or sliding on the railings, which may loosen the rail system.**
- Interior balcony or horizontal railings should be installed in accordance with prevailing building codes. BUILDER will secure any railing parts that loosen with normal use to meet this performance guideline during the Limited Warranty Term. Damages caused to the railing system due to OWNER actions or negligence are **NOT** covered under this Limited Warranty.

LANDSCAPING

OWNER is responsible for maintaining the sodded/seeded lawn and the newly installed landscaping through proper watering and maintenance.

OWNER is responsible for moving, transplanting, maintaining, and returning any grass, plants, or trees that are located in an area where repair work (e.g., grading, etc.) must be undertaken by BUILDER. Outdoor plants moved to accommodate work are the responsibility of OWNER.

No corrective action is required by the BUILDER if existing trees on the property are dead. Even with best efforts, trees in the area of construction activity may not survive because of damage to underground root systems or changes in conditions.

Any sod, shrubs, plants, or trees that were planted by the BUILDER as part of the contract and are dead will **ONLY be addressed by the BUILDER if it was noted on the Punch List during the Pre-Closing Walk-Through** or reported **at the time of closing and/or conveyance of the property, whichever comes first.** After closing and/or conveyance or occupancy of the property, whichever comes first, proper lawn and landscape care are the Owner's responsibility. New landscaping requires adequate watering until roots of plantings have become established. Watering is the OWNER's responsibility.

BUILDER is only responsible for seeding. Germination is dependent on certain climatic conditions which are beyond the BUILDER's control. After closing and/or conveyance or occupancy of the property, whichever comes first, proper lawn care and maintenance are the Owner's responsibility. New landscaping requires adequate watering until roots of plantings have become established. Watering is the Owner's responsibility.



- Tree stumps are left in a “disturbed area” of the property. A disturbed area is any area adjacent to a dwelling where original vegetation has been altered or removed. BUILDER is responsible for removing the stumps from trees that were originally located on the property within the disturbed area during the Limited Warranty Term. **However, BUILDER is NOT responsible for removing stumps that are located within the septic drain field areas or stumps that were already present prior to the BUILDER beginning construction. Conservation areas may also prohibit the BUILDER from removing stumps and tree debris.**



MOLD

Mold occurs naturally in the environment, and it is necessary for the natural decomposition of plant and other organic material. Mold spreads by means of microscopic spores borne on the wind and is found everywhere. Residential home construction is not, and cannot be, designed to exclude mold. If the growing conditions are right, mold can grow in your home. Most homeowners are familiar with mold growth in the form of bread mold, and mold that can grow on bathroom tile. In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabrics, carpet or even wallpaper, or by building materials, such as drywall, wood and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40 degrees Fahrenheit and 100 degrees Fahrenheit. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.

OWNER must take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize any possible adverse effects that may be caused by mold. These steps include the following:

1. Inspect for leaks on a regular basis. Look for discoloration or wet spots. Contact your **PROHOME** immediately upon the discovery of a leak.

2. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take particular notice of any musty odors, and any visible signs of mold.
3. Before bringing items into your home, check for signs of mold. Potted plants (roots and soil), furnishings or stored clothing and bedding material, as well as many other household goods, could already contain mold growth.
4. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating and preventing mold.
5. Keep the humidity in the home low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.
6. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried.

Notwithstanding the size of the job, most clean-up projects for eliminating harmful mold employ four methods. The actual method or combination of methods used will depend on the contaminated materials at issue and the severity of the contamination. The four clean-up methods generally employed are:

1. Wet Vacuum: Where water has accumulated on floors, on carpets, or on hard (non-porous) surfaces, a wet vacuum should be used to remove it.
2. Damp Wipe: Non-porous materials (like metal, glass and plastic) and semi-porous materials (like wood and concrete) should be wiped down with water and detergent and then dried.
3. Remove Damaged Materials from Home: Porous building materials (like ceiling tiles, insulation and wallboard) that are contaminated and cannot be saved must be removed and discarded. To avoid contaminating the entire house, these items should be wrapped in plastic before being removed from the room where they are found. The debris can be thrown in the garbage. (No special precautions are necessary once the debris has been removed from the home.)
4. HEPA (High-Efficiency Particulate Air) Vacuum: After wet or contaminated materials have been dried or removed, the entire area should be thoroughly vacuumed. The debris should be placed in a sealed plastic bag and removed from the home. The debris can be thrown in the garbage (no special precautions are necessary once the debris has been removed from the home).

The OWNER must contact the BUILDER prior to conducting any mold remediation. Upon receiving notification from the OWNER regarding a possible mold concern, your BUILDER may, at the BUILDER'S option, choose to perform a site investigation, data collection, sampling and/or testing. Dependent upon the water source which caused the suspected mold, and the type of mold discovered, if any, your BUILDER may, at the BUILDER'S option, determine from the results of the inspection, data and testing, if performed, the appropriate action, if any, that may be taken to remedy the situation.

PLUMBING

The BUILDER will **ONLY** take corrective action to repair cosmetic damage (e.g., chips, scratches, cracks, gouges, etc.) in fixtures that are noted on the Punch List generated during the Pre-Closing Walk-Through. OWNER is responsible for worn washers, worn seals and clogged water filters.

Condensation on pipes, fixtures and plumbing supply lines is not a deficiency and is NOT covered under this Limited Warranty.

The BUILDER is not responsible for sewers, fixtures and drains that are clogged due to the OWNER'S negligence. The BUILDER is NOT responsible for clogged toilets.

Water Supply System

All on-site service connections to the municipal water main or private water supply are the BUILDER's responsibility. The BUILDER will take correction action if the water supply system fails to deliver water if this is noted on the Punch List generated during the Pre-Closing Walk-Through. BUILDER will repair the water supply system if the failure results from improper installation or failure of materials and if the connections are a part of the construction agreement. **BUILDER is NOT responsible for conditions beyond BUILDER's control that disrupt or eliminate the water supply.**

BUILDER is NOT responsible for noisy water supply line which can be caused by high-pressure dishwashers, washing machines and high-efficiency toilets. BUILDER cannot eliminate all noises caused by water flow and pipe expansion/contraction.

BUILDER is NOT responsible for condensation observed on pipes fixtures or plumbing supply lines. Condensation may occur at certain temperatures and indoor humidity levels. The OWNER is responsible for controlling humidity in the home

BUILDER is NOT responsible for low water pressure. The plumbing system, including the well provided by BUILDER, shall be designed, and installed in accordance with the prevailing plumbing code. The system should deliver water at the expected water pressure based on the pressure supplied to the home. **BUILDER is NOT responsible when the water pressure is determined by a public or private (well) water source. The BUILDER has no control over the water pressure and thus no responsibility.** Low water flow may result from the installation of low-flow fixtures required by the prevailing plumbing code. These fixtures affect flow, not water pressure.



- No leaks of any kind should exist from any water pipe, valve, or fitting. BUILDER will repair any leaks during the Limited Warranty Term.
- Drain, waste, vent and supply lines should have adequate freeze protection in accordance with the prevailing building code. BUILDER shall repair burst pipe(s) and bring freeze protection measures into compliance with the prevailing code during the Limited Warranty Term. The OWNER is responsible for maintaining the home at appropriate temperatures and taking appropriate precautions during freezing conditions (e.g., leaving faucets dripping, cabinet doors open and winterizing the exterior hose bibs).

- The water pressure is high. The plumbing system, including wells provided by BUILDER, shall be designed and installed according to the prevailing plumbing code. If the water pressure exceeds what is specified in the prevailing plumbing code, BUILDER shall install a water pressure reducing device to adjust pressure to acceptable pressure according to prevailing code during the Limited Warranty Term..
- The water heater is not properly secured. The water heater should be properly installed per the manufacturer's specifications and the prevailing building codes. BUILDER will secure the water heater as necessary to meet this performance guideline during the Limited Warranty Term.
- Water hammer is evident when a fixture or valve is turned off. Pipes should not make a pounding noise called "water hammer" (which is a hammering or stuttering sound in a pipeline). BUILDER will provide the water hammer prevention required by prevailing plumbing code during the Limited Warranty Term.

Plumbing Fixtures

BUILDER is NOT responsible for a plumbing fixture surface that is stained, has accumulation of minerals on it or has been etched or corroded. High mineral content in water can cause staining or corrosion of plumbing fixtures. **This is NOT covered under this Limited Warranty.**

Toilet seats, cosmetic damage (e.g., cracks nicks, chips, scratches, etc.) to the surface of any plumbing fixture (e.g., showers, bathtubs, sinks, faucets, etc.) will **ONLY** be addressed by the BUILDER if it is listed on the Punch List generated during the Pre-Closing Walk-Through. **Toilet seats and Cosmetic damage is NOT covered under this Limited Warranty.**



- A faucet shall not leak as a result of defects in material or workmanship. BUILDER will repair or replace the leaking faucet during the Limited Warranty Term.
- A plumbing fixture, appliance, or trim fitting is defective. Plumbing fixtures, appliances, and trim fittings should perform in accordance with the manufacturer's specifications. Defective fixtures, appliances, or trim fittings are covered under the manufacturer's warranty. BUILDER will repair or replace fixtures, appliances and trim fittings that were provided by BUILDER.
- Water flows outside of a bathtub or shower. Bathtubs and showers should be installed properly according to the manufacture's guidelines. BUILDER will repair bathtub or shower leaks, as necessary, to meet this performance guideline during the Limited Warranty Term. Proper repair can be achieved by sealing areas around bathtubs and showers. The OWNER is responsible for maintaining caulk seals after closing/settlement of the home. OWNER is responsible for leaks related to the use of curtains in bathtubs and showers.
- A bathtub or shower enclosure base flexes excessively. The bathtub or shower enclosure should be installed according to the manufacturer's instructions and perform in accordance with the manufacturer's specifications; however, some noticeable flex can be expected and is normal. BUILDER will repair the base to meet the manufacturer's guideline during the Limited Warranty Term. It is normal

for bathtub and shower enclosure designs and materials to exhibit some flexing. Minimal noises may be associated with such movement.

- A plumbing fixture does not deliver hot water. The plumbing lines and fixtures should be correctly installed. BUILDER will correct plumbing lines and/or adjust fixtures to meet this performance guideline during the Limited Warranty Term. Hot water tanks or tankless water heaters are sometimes set at low temperatures to conserve energy and prevent young children from burning themselves. Some building codes limit the maximum temperature.
- Hot water takes too long to get to the fixture. Plumbing system will deliver hot water to the fixture. If hot water does not reach the fixture, BUILDER will repair to meet this performance guideline during the Limited Warranty Term. **No corrective action is required by the BUILDER if hot water is delivered to the fixture.** Delays in water reaching certain fixtures can occur due to the proximity of the fixture from the hot water source. Longer delays are typical with tankless water heaters. Point of use heaters or recirculating pumps are an option that can be installed by the OWNER.
- The sink waste disposal should not clog during normal use. During the Limited Warranty Term, BUILDER will correct the disposal unless the clog is due to improper use. OWNER should be aware that certain food items are difficult to grind in a disposal and will cause a clog and back up in the drain (i.e., potato peels, carrot peels, shrimp shells, and other fibrous foods).

Sanitary Sewer or Septic System

A toilet flushing mechanism that does not produce a flushing level necessary to initiate a flush or water that constantly enters the toilet will **ONLY** be addressed by the BUILDER if it is noted on the Punch List generated during the Pre-Closing Walk-through.



- Wastewater drain system components and pipes clog frequently, drain slowly, or back up into the sink due to improper installation. The sewer components and drains should drain as designed. BUILDER will correct problems caused by improper installation during the Limited Warranty Term. **However, if the OWNER'S actions or negligence caused the problems, the OWNER is responsible for necessary repairs.** There are many items that should not be introduced to the wastewater drains by the OWNER, such as: grease, fat, fruit, vegetable peels, rinds and other fibrous foods, feminine products, cotton swabs, diapers, wipes of any kind, coffee grounds, dental floss, and paper towels.
- The septic (onsite wastewater collection and treatment system) does not operate as designed. The septic system will function as designed and approved by the applicable local governing authority. BUILDER will correct problems caused by improper installation during the Limited Warranty Term. The OWNER is responsible for the proper maintenance of the system. If the Owner's action is the cause, then the OWNER is responsible for correcting the problem. Owner's actions that will negate corrective measure by the BUILDER under this performance guideline include but are not limited to the following: (1) connection of sump pump, roof drains, or backwash from a water conditioner into the system; (2)

placement of non-biodegradable or nominally biodegradable items, such as personal wipes and feminine hygiene product items into system; (3) excessive use of a food waste disposer (4) placement of surfaces not permeable to water over the disposal area of the system; (5) allowing vehicles to drive or park over the disposal area of the system; (6) failure to pump out the septic tank periodically, as required; (7) usage that exceeds the system's design standards; (8) lack of vegetation maintenance over drain fields; (9) allowing water to pond over the disposal area; and (10) using the system during chemotherapy drug treatment (including use on a temporary basis).

- A grinder pump should work as indicated by the manufacturer unless the power is off. BUILDER should take the steps necessary to meet this performance guideline during the Limited Warranty Term. Grinder pump breakers can trip due to a close lightning strike. OWNER is responsible for maintaining the pump according to the manufacturer's instructions. Grinder pumps will fail if items such as nominally biodegradable items are used (e.g., personal wipes, paper towels, or napkins) and similarly when non-biodegradable items are used (e.g., feminine hygiene products, diapers, some wipes, cotton balls or plastics). Grinder pumps that use floats to sense the level in the holding tank are prone to grease build up and may turn the pump on unnecessarily or not at all causing the tank to fill up with sewage and possibly back up in the home or yard. **BUILDER is NOT responsible for addressing problems caused by OWNER using nominally or non-biodegradable items or grease build up within the system.**

- A sewer odor should not be detectable inside the home under normal conditions. BUILDER should take the steps necessary to meet this performance guideline during the Limited Warranty Term. OWNER should keep the plumbing traps filled with water. Extended non-use of a water fixture can allow the water in its trap to evaporate, thus providing a path for sewer gases to enter the home. Depending on humidity conditions, the OWNER should fill traps by adding a quart of water to bathtubs, laundry tubs, and the like that are not used regularly, approximately every couple of months. **BUILDER is not responsible for addressing sewer odors inside the home due to dried out plumbing traps.**

- A toilet does not discharge wastewater properly. A toilet should perform in accordance with the manufacturer's specifications. The BUILDER will repair or replace the toilet not meeting this performance guideline during the Limited Warranty Term. Toilets are designed to flush personal waste and toilet paper. OWNER should not flush products that are nominally biodegradable, such as personal wipes, paper towels, or napkins, Similarly, non-biodegradable items like feminine hygiene products, cotton balls or plastics should not be flushed. While many of these items may clear the toilet, they may cause blockage in the drainpipe. OWNER should avoid flushing prescription medications and other drugs. **BUILDER is not responsible for addressing a toilet that doesn't discharge properly due to OWNER flushing nominally or non-biodegradable items.**

ROOFING AND GUTTERS**Roof Structure**

Roof trusses that have lifted from the adjoining interior walls are **NOT** covered under this Limited Warranty. Moisture differences between the upper chord and lower chord (unheated versus adjacent interior heated spaces) may cause the lower chords to move. Deflection is a normal condition that is considered as part of the engineering design of the roof trusses. Truss uplift is an aesthetic consideration and is independent of the strength and safety requirements of the truss. This situation will be more prevalent in the winter due to greater variance in moisture and temperature in some regions.



- Roof ridge deflection greater than 1 inch in 8 feet is considered excessive. BUILDER will repair the affected ridge that does not meet this performance guideline during the Limited Warranty Term.
- Rafter or ceiling joist bows up or down. Bows greater than 1 inch in 8 feet of a rafter or ceiling joist is excessive. BUILDER will repair the affected rafters or joists that bow in excess of this performance guideline during the Limited Warranty Term.
- Roof trusses have deflected. All roof trusses and other manufactured structural roof components in the roof system should be sized according to the manufacturer's specifications or structural engineer's requirements as well as prevailing building codes. BUILDER will reinforce or modify, as necessary, any roof truss or other manufactured structural roof components in the roof system to meet this performance guideline during the Limited Warranty Term. Deflection is a normal condition that is considered as part of the engineering design of the roof trusses and other manufactured structural roof components. Deflection may be an aesthetic consideration independent of the strength and safety requirements of the product. Deflection and truss movement may be visually evident at the joint of drywall. This is common and somewhat unavoidable when there are heavy snow loads or when strong winds have blown on the building and roof causing them to move slightly, but enough to crack brittle drywall joints.

Roof Sheathing

Nails or staples that are visible through sheathing or boards (decking) at overhangs are **NOT** covered under this Limited Warranty. The length of nails and staples used to secure roofing materials is determined by the manufacturer's installation instructions and the prevailing local code. Their appearance is only an aesthetic concern.



- Roof sheathing should not bow more than ½ inch per every 2 feet. BUILDER will straighten bowed roof sheathing as necessary to meet this performance guideline during the Limited Warranty Term. The BUILDER may install blocking between the framing members to straighten the sheathing. Under certain viewing conditions and light, minor irregularities in the roof sheathing may be observed. This may be particularly apparent on truss framing with asphalt shingles.

Roof Coverings

There are many types of roofing products. For the purposes of this Limited Warranty, the term “shingles” is used as a generic term to refer to all types of roof covering materials.

Asphalt shingle edges or corners that curl or cup are conditions covered under the manufacturer’s warranty. This condition is not covered under this Limited Warranty. **No corrective action is required by BUILDER.**

Ice buildup on the roof is NOT covered under this Limited Warranty. During prolonged cold spells ice is likely to build up on a roof, especially at the eaves. This condition can occur naturally when snow and ice accumulate. Prevention of ice buildup on the roof is an OWNER maintenance item.

Shading or shadowing differences may occur on a new roof. This can vary from one shingle type to another. This is NOT covered under this Limited Warranty.

Shingles on a roof may stain. This is NOT covered under this Limited Warranty. Black stains are indicative of mold that is unavoidable even when stain resistant shingles are installed. Whitish stain can be caused by chemicals in the metals of the roof vents or the surrounding metal of pipes leaching onto the roof.

Surface blistering of membrane roofing is caused by conditions of heat and humidity acting on the membrane and is a common occurrence. **No corrective action is required by the BUILDER.**



- Roofs and flashing should not leak under normal conditions. BUILDER will repair any verified roof or flashing leaks not caused by ice buildup, leaves, debris, abnormal weather conditions, or OWNER’S actions or negligence during the Limited Warranty Term. **It is the OWNER’S responsibility to keep the roof drains, gutters, and downspouts free of ice, leaves, and debris.**
- Shingles have blown off. Shingles shall be rated for the wind zone where the house is located and shall be installed in accordance with the applicable prevailing building code and the instructions provided by the manufacturer on the packaging of the shingles. During the Limited Warranty Term, BUILDER will repair or replace shingles that have blown off if the shingles were not installed per the manufacturer’s installation instructions. Correctly installed shingles are covered by the manufacturer’s warranty. The wind rating of shingles is determined for brand-new shingles using tests of questionable accuracy in predicting actual wind performance especially when time elapses. Generally, shingles lose wind resilience with time as short as a few months. Shingles are not regarded as having sealed to one another until they have reached 135 degrees Fahrenheit for at least 18 hours. In warm, sunny weather, these sealing conditions can occur in just a few days, but until then, shingles are vulnerable to wind. Replacement shingles may not match existing shingles
- Shingles are not horizontally aligned. Shingles should be installed according to the manufacturer’s installation instructions. During the Limited Warranty Term, BUILDER will remove shingles that do not meet this performance guideline and will repair or replace them with new shingles that are properly aligned. The bottom edge of dimensional shingles may be irregular; the irregularity is an inherent

feature of the design. **Replacement shingles may not match existing shingles and BUILDER is NOT responsible for an exact match.**

- Roofing shingles do not overhang the edges of the roof, or they hang too far over the edges of the roof. Shingles should be installed according to the manufacturer's instructions and the prevailing building code. BUILDER will reposition or replace shingles as necessary to meet this performance guideline during the Limited Warranty Term. **BUILDER is NOT responsible for an exact match between the existing shingles and replacement shingles.** In high-wind areas, shingles may be purposely installed so that they do not extend beyond the edges of the roof. This is to reduce the chance of wind picking the edges up.
- Asphalt shingles have developed surface buckling. Asphalt shingle surfaces need not be perfectly flat; however, buckling higher than ¼ inch is considered excessive. BUILDER will repair or replace the affected shingles to meet this performance guideline during the Limited Warranty Term. Reasonable time should be given in cooler weather for shingles to warm and lay flat. BUILDER is not responsible for an exact match between the existing shingles and the replacement shingles.
- Sheathing nails should not loosen from the roof sheathing enough to raise shingles from the surface. BUILDER will make corrections as necessary to meet this performance guideline during the Limited Warranty Term. It is not uncommon for nails to withdraw from the framing because of temperature variations. BUILDER can re-drive or remove and replace fasteners that withdraw from the framing. Any resulting holes should be sealed, or the shingle should be replaced. **BUILDER is NOT responsible for an exact match between the existing shingles and the replacement shingles.**
- Roofing nails and fasteners are exposed at the ridge or hip of the roof. Roofing nails and fasteners should be installed according to the manufacturer's instructions. BUILDER will seal and/or repair areas to meet this performance guideline during the Limited Warranty Term.
- Holes from construction activities are found on the roof surface. Holes from construction activities should be flashed or sealed to prevent leaks. BUILDER will repair or replace the affected shingles to meet this performance guideline during the Limited Warranty Term. BUILDER is not responsible for an exact match between the existing shingles and the replacement shingles. **BUILDER is NOT responsible for holes in the roof surface due to OWNER'S actions or negligence.**
- Water should not become trapped under membrane roofing. If water becomes trapped under membrane roofing, BUILDER will repair or replace the roofing as necessary to meet this performance guideline during the Limited Warranty Term. **BUILDER is NOT responsible for an exact match between the existing shingles and replacement shingles.**
- There is standing water on a flat roof. Water should drain from a flat roof, **except for minor ponding**, within 24 hours of a rainfall or according to manufacturer's specifications. BUILDER will take corrective action to meet this performance

guideline during the Limited Warranty Term. **BUILDER is NOT responsible for an exact match between the existing shingles and replacement shingles.**

- There are visible defects in steep slope roofing. Visible defects in the roofing surface resulting from the BUILDER’s installation that allow water penetration or are easily visible from the ground are the BUILDER’s responsibility. BUILDER shall correct improper installation during the Limited Warranty Term. Failure of the roofing surface due to a manufacturer defect is the responsibility of the manufacturer whose products have specific specifications, standards, and warranty coverage. **BUILDER is NOT responsible for an exact match between the existing shingles and replacement shingles.**
- Roof tiles are broken. Roof tiles should not be broken within the warranty period unless caused by natural events. **ONE TIME ONLY** during the Limited Warranty Term, broken roof tiles that are not the result of natural events will be replaced by the BUILDER with closely matching tiles. **BUILDER is NOT responsible for an exact match between the existing tiles and the replacement tiles.**

Gutters and Downspouts



- Gutters and downspouts should not leak. BUILDER will repair leaks in gutters and downspouts during the Limited Warranty Term. **BUILDER is NOT responsible for addressing leaks in gutters and downspouts if the leaks are the result of debris.** Sealants are an acceptable method of repair. OWNER maintenance is required to keep gutters clear from debris. Gutters are only serviced during the non-freezing months. Down spout extensions are only serviced if noted during the pre-closing walk punch list.
- Gutters should not overflow during normal rain. BUILDER will repair the gutter if it overflows during normal rains during the Limited Warranty Term. **Gutters may overflow during periods of heavy rain; this is a normal condition.** OWNER is responsible for keeping gutters and downspouts free from debris that could cause an overflow.
- Rainwater on the roof is not directed into the gutters. Most of the rainwater should be diverted into gutters and downspouts except under unusual circumstances. BUILDER will adjust drip edges and other flashings to deflect water into the gutters during the Limited Warranty Term
- Water remains in the gutter after a rain. The water level in a gutter should not exceed ½ inch in depth if the gutter is unobstructed by ice, snow, or debris. BUILDER will repair the gutter to meet this performance guideline during the Limited Warranty Term. OWNER is responsible for maintaining gutters and downspouts and keeping them unobstructed. During fall season when leaves fall from trees, frequent removal of leaves may be necessary, perhaps weekly.

Skylights



- A skylight or a light tube leaks. Skylights and light tubes should be installed in accordance with the manufacturer’s installation instructions. Leaks resulting from

improper installation are considered excessive. BUILDER will repair any improperly installed skylight or light tube to meet this performance guideline during the Limited Warranty Term. Condensation on interior surfaces is not a leak.

SITE WORK

The BUILDER is **NOT** responsible for soil erosion or water from nearby or adjacent property flowing onto the OWNER's property. The BUILDER is responsible for providing a reasonable means of draining water from rain, melting snow or ice on the property, **but the BUILDER is NOT responsible for water flowing from nearby or adjacent properties.** These conditions are **NOT** covered under this Limited Warranty.



- The ground has settled around the foundation, over utility trenches, or in other areas. The ground will slope away from the foundation at least 6 inches within the first 10 feet of the building. Settled ground, outside of the building's 10-foot line, that is over utility trenches, or in other filled areas shall not interfere with water drainage away from the home. If the BUILDER provided the final grading, then **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will fill areas that settle more than 6 inches and that affect proper drainage. Any removal, repair, replacement or modification of landscaping, included but not limited to grass, sod, planting, or lawn irrigation systems, etc., by the OWNER shall negate any obligation on behalf of the BUILDER. The BUILDER will make a good faith effort to preserve plantings, but it is the OWNER'S responsibility to replace shrubs, grass, other landscaping, pavement, sidewalks, or other improvements affected by the placement of such fill.
- The property does not properly drain. To ensure proper drainage within 10 feet around the home, BUILDER will establish necessary grades and swales within the property if the work is included in the contract. Standing water should not remain for extended periods (generally no more than 24 hours) within 10 feet of the home after a rain, except in swales that drain other areas or in areas that receive discharge from sump pumps, down spout drain lines, foundation or crawl space drains, etc. In these areas a longer period can be anticipated (generally no more than 48 hours). Water may stand longer following periods of heavy rains, especially when heavy rains occur on successive days. Any removal, repair, replacement or modification of landscaping, included but not limited to grass, sod, planting, or lawn irrigation systems, etc., by the OWNER shall negate any obligation on behalf of the BUILDER. Grading determinations will not be made while frost or snow is on the ground or while the ground is saturated. If grading is part of the contract, BUILDER is responsible for initially establishing the proper grades and swales. Grass and other landscaping are integral components of the storm water management practice needed to minimize erosion from the property. It is the OWNER's responsibility to maintain grass and other landscaping to help ensure the property drainage system functions properly. The OWNER is responsible for maintaining such grades and swales once the BUILDER has properly established them. **BUILDER is NOT responsible for changes to the grading around the home as a result of OWNER'S actions (e.g., installation of landscaping, decking, patios, pools, driveways, walls, etc.).**

WALLS & CEILINGS (FRAMING)

- The wall or ceiling is bowed. Walls and ceilings should not bow by more than ½ inch out of line within any 32-inch horizontal measurement, or ½ inch out of line within any 8-foot vertical measurement. This vertical or horizontal measurement shall be taken a minimum of 16 inches from any drywall or plaster corner or opening. The BUILDER will repair the wall to meet this performance guideline during the Limited Warranty Term. All interior and exterior walls have slight variances in their finished surface. On occasion, the underlying framing may warp, twist, or bow after installation, which is not a structural deficiency.
- A wood-framed wall is not plumb. The interior face of wood-framed walls should not be more than ⅜ inch out of plumb for any 32 inches in any vertical measurement. The BUILDER will correct the wall to meet this performance guideline during the Limited Warranty Term.
- Deflection is observed in a beam, header, girder, or other dimensional or manufactured structural member in a wall. All beams, headers, girders, and other dimensional or manufactured structural members in the wall system will be sized according to the manufacturer's specifications and applicable building codes that allow for specified amounts of deflection. BUILDER will reinforce or modify, as necessary, any beam, header, girder, or other dimensional or manufactured structural member in the wall system that does not meet this performance guideline during the Limited Warranty Term.
- Warping, checking, or splitting of wood framing which materially affects its intended purpose. If a condition exists where checking, splitting, or warping materially affects the structural integrity of the individual framing member or any BUILDER-applied surface material attached thereto, then that condition shall be remedied. The BUILDER will repair, replace, or stiffen the frame member as needed within the Limited Warranty Term.

WINDOWS

Scratched or broken glass and missing, or damaged screens or window hardware are specifically NOT covered under this Limited Warranty and will ONLY be addressed by the BUILDER if they are noted on the Punch List during the Pre-Closing Walk-Through.

Condensation or frost that appears on window frames or glass panes is NOT covered under this Limited Warranty. Condensation usually results from conditions beyond the Builder's control. It is the Owner's responsibility to maintain proper humidity by properly operating the heating and cooling systems' exhaust fans and allowing moving air within the home to flow over the interior surface of the windows. Air conditioning vents are usually aimed at windows and glass doors to maximize comfort and can cause surface condensation.



- A window is difficult to open or close. Windows should require no greater operating force than that described in the manufacturer's specifications. BUILDER will correct or repair the window, as required, to meet this performance guideline during the Limited Warranty Term.

- Water is observed in the home around a window unit during or after rain. Window installation should be performed in accordance with the manufacturer's specifications so that water does not intrude beyond the drainage plane of the window during normal rain conditions. Windows will resist water intrusion as specified by the window manufacturer. The BUILDER will correct any deficiencies attributed to improper installation during the Limited Warranty Term. Any deficiencies attributed to the window unit's performance will be addressed by the window manufacturer's warranty. Leakage at the glazing interface is covered under the manufacturer's warranty. Windows have a limited ability to resist excessive wind-driven rain but should perform according to manufacturer's specifications. The OWNER is responsible for keeping weep holes clean of debris, as they are designed to allow wind-driven rain to be diverted from the windowsill.
- Window grids, grilles, or muntins should not disconnect, fall, or become out of level. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will reposition, repair, or replace window grids, grilles or muntins to meet this performance guideline.
- Double hung windows do not stay open. Windows should stay within a 2-inch tolerance up or down when placed in an open position. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER shall adjust balances and show consumer that method of adjustment for future OWNER use.
- Air infiltrates around exterior windows. Windows will be installed per the manufacturer's instructions. BUILDER will correct windows to meet this performance guideline during the Limited Warranty Term. Some infiltration is usually noticeable around windows. At time of high wind or temperature differentials inside and outside the home, there may be noticeable air movement around a closed window. In high-wind areas, the OWNER may elect to have storm windows installed to further reduce drafts.

WOOD

Floor System



- Springiness, bounce, shaking, or visible sag that is present in the floor system outside of the normal deflection allowance. All beams, joists, headers and other dimensional or manufactured structural members will be sized according to the manufacturers' specifications or prevailing building codes. BUILDER will reinforce or modify, as necessary, any member of the floor system not meeting this performance guideline during the Limited Warranty Term.

Beams, Columns, and Posts



- An exposed wood column, post, or beam is split. Sawn wood columns, posts, or beams will meet the grading standard for the species used at the span and load as prescribed in the applicable building code. BUILDER will repair or replace any

wood column, post, or beam that does not meet this performance guideline during the Limited Warranty Term. Filling splits with appropriate filler is an acceptable method of repair. Columns, posts, and beams will sometimes split as they dry after installation. Splitting is acceptable and is not a structural concern if the columns, posts, or beams have been sized according to the manufacturer specifications or applicable building codes. Some materials will have inherent cracks or imperfections; these do not require repair.

- An exposed wood beam or post is twisted or bowed. Exposed wood posts and beams will meet the grading standard for the species used. Posts and beams with bows and twists exceeding $\frac{3}{4}$ inch in an 8-foot section are considered excessive. BUILDER will repair or replace any beam or post with a bow or twist that exceeds this performance guideline during the Limited Warranty Term. Beams and posts, especially those $3\frac{1}{2}$ inches or greater in thickness (which normally are not kiln dried) will sometimes twist or bow as they dry after milling or installation. Twisting or bowing is usually not a structural concern if posts and beams have been sized according to the manufacturer's specifications or applicable building codes.
- Cups in an exposed wood beam or post exceeding $\frac{1}{4}$ inch in $5\frac{1}{2}$ inches are considered excessive. BUILDER will repair or replace any beam or post with a defect that does not meet this performance guideline during the Limited Warranty Term. Cupped lumber is lumber that has warped or cupped across the grain in a concave or convex shape. Beams and posts, especially those $3\frac{1}{2}$ inches or greater in thickness (which normally are not kiln dried), may cup as they dry after milling or installation and is not a defect.

Subfloor and Joists

It is the OWNER'S responsibility to move furniture PRIOR to a scheduled repair so the technician has unobstructed access to the repair area.



- The wood subfloor squeaks or seems loose. Although a totally squeak-proof floor cannot be guaranteed, frequent, loud squeaks caused by improper installation or loose subflooring is considered a deficiency. BUILDER will re-fasten or take other corrective action of any improperly installed or loose subfloor to attempt to reduce squeaking to the extent possible within reasonable repair capability without removing floor or ceiling finishes during the Limited Warranty Term. There are many possible causes of floor squeaks. One of the more common sources of squeaks is wood moving along the shank of a nail. Squeaking frequently occurs when lumber, floor sheathing, or boards move slightly when someone walks over them. Boards and floor sheathing may become loose due to shrinkage of the floor structure or subfloor as it dries after installation or seasonal changes in temperature and humidity. Nails used to fasten metal connectors (joist hangers, tie-down straps, etc.) may cause squeaks. The nature of wood and construction methods makes it practically impossible to eliminate all squeaks during all seasons. Fastening loose subflooring with casing nails into carpet and counter sinking the head is an acceptable method of repair. Snap-off screws may also be used to refasten subflooring through carpet. If there is no finish ceiling below, repairs can be made by shimming or other techniques to repair squeaks which are an acceptable alternative.

- A wood subfloor is uneven. Subfloors should not have more than a ¼ inch ridge or depression within any 32-inch measurement. Measurements should not be made at imperfections that are characteristic of the materials used. BUILDER will correct or repair the subfloor to meet this performance guideline during the Limited Warranty Term. This guideline does not cover transition points between different materials.
- A wood subfloor is not level. The subfloor should not slope more than ½ inch in 20 feet. Crowns and other lumber characteristics that meet the standards of the applicable wood grading organization for the grade and species used are not defects. **Deflections due to overloading by the OWNER are NOT covered under this Limited Warranty.** BUILDER will make a reasonable and cost-effective effort to modify the floor to comply with this performance guideline during the Limited Warranty Term. Sloped floors have both an aesthetic and functional consideration. Measurements for slope should be made across the room and not just in a small area.
- Deflection and/or flex is observed in a floor system constructed of wood I-joists, floor trusses, or similar products. All wood I-joists and other manufactured structural components in the floor system will be sized and installed as provided in the manufacturer's instructions and applicable building codes. BUILDER will reinforce or modify, as necessary, any floor component that does not meet this performance guideline during the Limited Warranty Term. Some deflection and/or flex is normal and is not an indication of deficiency in the strength and safety of the product. Code requirements allow for deflection under load that includes human traffic and at "rest" which may seem more springy than solid sawn lumber.
- Exterior sheathing or subfloor materials have delaminated or swollen. Subfloor and exterior sheathing for the surfaces upon which finished materials will be attached/laid shall be flat enough and strong enough to prevent failure of finish materials on that side of the material. The non-finish side shall be based on strength of material only. BUILDER will repair or replace defective materials during the Limited Warranty Term. If replacement of finish materials is necessary, it shall be done to match existing finishes as closely as practical. Some swelling may occur during construction due to the added moisture from concrete, joint compound, primers, and paints, which may remain until the space is closed in and heat is available. Some swelling can be removed by sanding or planing to return the edging and swollen areas to a more uniform condition. Sheathing with delamination on more than ½ of the plies or ¼ of the OSB thickness should be replaced, otherwise the panels have enough strength to not cause structural issues.

Interior Trim Workmanship

Gaps at non-mitered trim and molding joints. Openings at joints in trim and moldings, and at joints between moldings and adjacent surfaces that exceed ⅛ inch in width will **ONLY** be addressed if they are noted on the Punch List during the Pre-Closing Walk-Through. **They are NOT covered under this Limited Warranty.** Failing to control indoor relative humidity may cause separation

of trim and moldings. Joints that separate under these conditions are **NOT** considered defective. The OWNER is responsible for controlling the temperature and humidity in the home.

Gaps between mitered edges in trim and molding joints that exceed 1/8 inch in width will **ONLY** be addressed if they are noted on the Punch List during the Pre-Closing Walk-Through. **They are NOT covered under this Limited Warranty.** Separation of trim and moldings in excess of this performance standard may be caused by a lack of control of indoor relative humidity. Joints that separate under these conditions are **NOT** considered defective. It is the consumer's responsibility to control the temperature and humidity in the home.



- Nails are not properly set, or nail holes are not properly filled. Setting nails and filling nail holes are considered a part of painting and finishing. After finishing, nails and nail holes should not be readily visible from a standing position facing the surface at a distance of 6 feet under normal lighting conditions. After staining, putty colors will not exactly match variations in wood color. Where the BUILDER is responsible for painting, the BUILDER will take action necessary to meet this performance guideline if noted on the punch list and noted during the new home walk through. Puttying of nail holes in base and trim molding installed in unfinished rooms and areas not exposed to view such as inside of a closet is not included in this guideline
- An inside corner is not coped or mitered. Trim and molding edges at inside corners should be coped or mitered; however, square-edge trim and molding may be butted. BUILDER will finish inside corners to meet this performance guideline within the Limited Warranty Term. **BUILDER is not responsible for a perfect match between the repaired or replaced areas and the surrounding surfaces.**
- Interior trim is split. Splits, cracks, and checking (i.e. cracks in wood) greater than 1/8 inch in width are considered excessive. **ONE TIME ONLY** during the Limited Warranty Term, BUILDER will repair the affected area to meet this performance guideline. **BUILDER is NOT responsible for a perfect match between the repaired or replaced areas and the surrounding surfaces or damage caused by the OWNER.**

NON-WARRANTED CONDITIONS

This Limited Warranty covers only those items specifically described in Section VII (Warranty Coverage Conditions).

THERE ARE NO EXPRESS WARRANTIES COVERING THE HOME OR THE PROPERTY ON WHICH IT IS LOCATED, EXCEPT AS SPECIFICALLY PROVIDED HEREIN. TO THE FULLEST EXTENT PERMITTED BY LAW, THE BUILDER SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO OR RESULTING FROM ANY DAMAGE TO OR DEFECT IN SAID HOME OR THE PROPERTY ON WHICH IT IS LOCATED. HOWEVER, NOTHING CONTAINED HEREIN SHALL LIMIT ANY OF THE OWNER'S RIGHTS BY VIRTUE OF APPLICABLE FEDERAL OR STATE LAWS. (SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.) THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. NOTHING CONTAINED HEREIN SHALL LIMIT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT MAY APPLY TO THIS TRANSACTION.

Specific Description of Certain Non-Warranted Items

Section VIII is designed to help the OWNER better understand some of the changes and maintenance items that may occur in the home during the first year or so of occupancy, and also to more specifically describe and explain certain items which are not warranted under this Limited Warranty.

Failure to include any item in this section, or to specifically exclude any item from this section that is not actually warranted under this Limited Warranty, shall not create any presumption or implication whatsoever that the item is covered by this Limited Warranty.

General Comments

The home will require more maintenance and care than most products since it is made of many different components, each with their/its own special characteristics. Furthermore, like other products made by humans a home is not perfect. The home will show some minor flaws and unforeseeable defects, and it may require some adjustments and touching up.

Manufacturer's Warranties

Certain items that are not covered by this Limited Warranty may be covered by manufacturers' warranties. Those manufacturer's warranties are listed in Section IX of this Limited Warranty. Any rights of the OWNER under those warranties are only provided by the manufacturers. The BUILDER does not assume any of the obligations under any manufacturer's warranty.

SPECIFIC NON-WARRANTED CONDITIONS

In addition to all of the limitations on the coverage of this Limited Warranty, the following items are specifically **NOT** warranted:

1. Concrete can develop hairline cracks not affecting the structural integrity of the home. There is no known method of eliminating this condition, which is caused by characteristics of expansion and contraction. It does not affect the strength of the home and is not a condition warranted under this Limited Warranty. Only cracks specifically described in Section VII shall be warranted.
2. Any damage or defects resulting from Acts of God are not warranted and should be handled through the OWNER'S hazard insurance carrier.
3. All caulking (exterior and interior) will crack or bleed somewhat in the months after installation. This is normal and is NOT warranted except as specifically described in Section VII.
4. Wood will sometimes crack or "spread apart" due to the drying process. This is most often caused by the heat inside the home or the exposure to the sun on the outside. This is normal and is considered a maintenance item to be cared for by the OWNER and is specifically not warranted, except as specifically described in Section VII.
5. Windows will collect condensation on interior surfaces when extreme temperature differences and high humidity levels are present. Condensation is usually the result of climactic/humidity conditions created by the OWNER within the home. Unless directly attributed to faulty installation, window condensation is a result of a condition beyond the BUILDER'S control and is specifically NOT warranted. Window "chatter" associated with wind conditions is normal and is also specifically NOT warranted under the conditions of this Limited Warranty.
6. Broken glass or mirrors which are not noted on the Punch List created during the Pre-Closing Walk-Through will not be addressed by the BUILDER. These are specifically not warranted under this Limited Warranty.
7. Drywall (sheetrock™) will sometimes develop nail pops or settlement cracks. This is a normal part of the drying-out process of the home and an item that can easily be handled by the OWNER with spackling during normal redecorating. Except as specifically provided in Section VII, drywall (sheetrock™) cracks, nail pops, seams, joints, corners, etc., are not warranted.
8. Even the best quality paint, particularly exterior paint, can crack, chip or peel. This does not indicate a defect in the paint or application but is most often caused by other sources, such as allowing lawn sprinklers to hit painted areas, washing down painted areas, etc. Inside, do not scrub latex painted walls, and be aware of the newly painted walls as you are moving furniture. The best paint will be stained or chipped if it is not cared for properly. Painting is only warranted by this Limited Warranty as specifically provided in Section VII.

9. Mold, fungus, and mildew can form on any parts of the home. Often an area where no direct sunlight occurs will be subject to these conditions. **The existence of mold, fungus, or mildew is a condition that cannot be controlled by BUILDER, is an OWNER maintenance item, and is specifically NOT warranted by BUILDER or by this Limited Warranty.** Whether or not OWNER experiences mold, fungus, or mildew growth depends largely on how OWNER manages and maintains the home. ***BUILDER is not responsible for any damage caused by mold, fungus, or mildew, or by some other agent, regardless of whether it is associated with OWNER maintenance or neglect, including but not limited to responsibility for property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects.***
10. All material that is stained will have variations in color, due to the various textures in wood. Doors that have panels will sometimes dry out and leave a crack of bare wood. This is due to weather changes and other conditions, and neither color variations nor shrinkage cracks are warranted except as specifically provided in Section VII.
11. Dripping faucets, toilet adjustments and toilet seats are only warranted by this Limited Warranty to the extent described in Section VII. Otherwise, they are OWNER'S responsibility. **If the plumbing is "stopped up" during the Limited Warranty Term and the person servicing the plumbing on behalf of the BUILDER finds foreign material in the line, the OWNER will be responsible for payment in full for the service call.**
12. The OWNER must take precautions to prevent freezing of pipes during severe cold weather. Except as stated in Section VII, frozen pipes are not warranted. **It is the OWNER'S responsibility to ensure the exterior hose bibs have been properly winterized.**
13. The heating and air conditioning system is covered by the manufacturer's warranty. It is the OWNER'S responsibility to make sure that filters are kept clean and changed at a frequency commensurate with the filter being used. Failure to do so may void this Limited Warranty. It is also good policy to have the equipment serviced or checked at least once a year.
14. Air conditioner condensation lines will clog eventually under normal use. This is an OWNER maintenance item. The BUILDER shall provide unobstructed condensation lines at the time of first occupancy only.
15. When metal is heated it expands, and when cooled it contracts. The result is "ticking" or "crackling" within ductwork, which is generally to be expected. Except as stated in Section VII, noise in ductwork is not warranted.
16. GFCI and AFCI are sensitive safety devices installed into the electrical system to provide protection against electrical shock. The BUILDER has installed GFCIs and AFCIs in accordance with approved electrical codes. Occasional tripping is to be expected and is not a warrantable item. **Service calls to reset GFCIs, AFCIs or tripped breakers will be billed to the OWNER. Burned out light bulbs are specifically not warranted, and service calls in response to a burnt-out light bulb will be billed to the OWNER.**

17. Electrical junction boxes on exterior walls may produce airflow whereby the cold air can be drawn through the outlet into the room. The problem is normal in new home construction and is not warranted.
18. The floors are not warranted for damage caused by neglect or the incidents of use. Wood, tile, marble, linoleum, and carpet all require maintenance. Floor casters are recommended to prevent scratching or chipping of wood, tile or marble. The OWNER should clean stains from carpet, wood, tile or marble immediately to prevent discoloration. Carpet tends to loosen in damp weather and stretch tight again in dryer weather. Any cosmetic floor covering deficiencies that are not noted on the Punch List prior to Closing will NOT be addressed by the BUILDER.
19. Exposure to light may cause spots and/or fading on carpets, vinyl, and wood floors. These conditions are specifically NOT warranted. Siding, trim, finishing's, coverings, paints and stains which melt, fade, bubble, blister, peel, becoming wavy, bent, loose, detach, become exposed, delaminate, or become damaged in any manner whatsoever which is attributed to the magnification or reflection of light or heat from glass, metal, or other reflective materials of the Home or surrounding homes or area(s) are specifically NOT covered by this Limited Warranty.
20. Door panels will shrink and expand and may expose unpainted surfaces. This is normal and not warranted, except as noted in Section VII.
21. The upkeep of cosmetic aspects of the home is the OWNER'S responsibility. The BUILDER has not agreed to cover ordinary wear and tear, or other occurrences subsequent to construction that affects the condition of features in the home. Chips, scratches, mars or other cosmetic damage in tile, woodwork, walls, porcelain, brick, mirrors, shower doors and enclosures, plumbing fixtures, marble, Formica, lighting fixtures, kitchen and other appliances, doors, paneling, siding, screens, windows, carpets, vinyl floors, cabinets, etc. which are not recognized and noted on the Punch List during the Pre-Closing Walk-Through will not be addressed by the BUILDER. Such damage is specifically not covered under this Limited Warranty.
22. Chips and cracks on surfaces of bathtubs, sinks, etc., can occur when the surface is hit with sharp or heavy objects. The BUILDER shall not be responsible for repair of such damages unless the damage was reported on the Punch List during the Pre-Closing Walk-Through. Such damage is specifically not covered under this Limited Warranty.
23. The BUILDER accepts no responsibility for the growth of grass, shrubs, or trees. Once BUILDER grades and sods the property, it is the responsibility of the OWNER to water and maintain the lawn and plants. The BUILDER will not replace any shrubs, trees, or sod except for those which are noted as diseased on the Punch List during the Pre-Closing Walk-Through. **Under no circumstances is sod a warranted item.**
24. With respect to concrete, except as specifically described in Section VII, the BUILDER specifically does not warrant and shall not be responsible for repairing, replacing, or correcting any minor cracking, flaking, scaling, spalling, pitting, discoloration, expanding, shrinkage, settling or other problems. The OWNER acknowledges that weather conditions, salt and other chemicals can have an adverse effect on concrete and that OWNER shall be solely responsible for the proper maintenance of all concrete (specifically including but not limited to any concrete, driveway, patio, and walks).

25. The BUILDER is not responsible for any service or work performed, or material supplied in accordance with any plans and/or specifications supplied, prepared, or requested by OWNER, or by anyone on behalf of OWNER, or for any defects caused or made worse by the negligence, improper maintenance or other action by OWNER or anyone else other than BUILDER or BUILDER'S employees, agents or subcontractors.
26. Defects in outbuildings including detached garages and detached carports, (except outbuildings which contain the plumbing, electrical, heating/cooling or ventilation systems serving the home) swimming pools and other recreational facilities; fences; landscaping (including sodding, seeding, shrubs, trees, and plantings); sprinkler systems; or any other improvements not a part of the home.
27. Damage to real property, which is not a part of the home.
28. Bodily or personal injury, damage to personal property, damage to any property of others.
29. Any loss or damage, which the OWNER has not taken appropriate action to minimize as soon as possible.
30. Any defect in or caused by material or work supplied by anyone other than the BUILDER or BUILDER'S employees, agents, or subcontractors.
31. Loss of use, loss of opportunity, loss of market value, loss of rental value or any other similar consequential loss.
32. Defects in any property, which were not included in the original home delivered for the original sales price.
33. Consequential, incidental, or secondary damages.
34. Sprinkler warranties are only through the original installer and not covered under the builder's warranty.
35. Any damaged caused by using a generator is not covered under the builders' warranty
36. Any damage to the extent it is caused or made worse by:
 - A. Negligence, improper maintenance, or improper operation by anyone other than BUILDER or his employees, agents, or subcontractors.
 - B. Failure by OWNER to give prompt and proper notice to the BUILDER of any defect within the time frame established under this Limited Warranty.
 - C. Failure to take timely action in emergent cases to minimize any loss or damage.
 - D. Loss or damage not caused by a defect in the construction of the home by the BUILDER, or BUILDER'S employees, agents, or subcontractors.

- E. Loss or damage externally caused including but not limited to Acts of God, riot or civil commotion, fire, explosion, smoke, water, hail, lightning, fallen trees or other objects, aircraft, vehicles, flood, rising water, mud slides, earthquakes, volcanic eruption, abuse or use of the home, or any part thereof, or by any other external cause.
 - F. Presence of or damage from insects, birds or rodents.
 - G. Any loss or damage, which arises while the home is being used primarily for nonresidential purposes.
 - H. Any condition, which does not result in actual physical damage to the home.
 - I. Cost of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair or any other costs due to loss of use.
 - J. Normal wear and tear or normal deterioration in accordance with normal industry standards.
 - K. Failure of the BUILDER to complete construction.
 - L. Dampness or condensation due to failure of the OWNER to maintain adequate ventilation.
 - M. Failure by the OWNER or by anyone other than BUILDER or BUILDER'S employees, agents, or subcontractors, to comply with the warranty requirements of manufacturers of appliances, equipment, or fixtures.
37. Ice damming is out of the builder's control and specifically not covered under the builder's warranty.
38. Although carpet tacks are not normally felt, carpet tacks can become evident as the carpet mats down depending on the thickness of the carpet. Feeling carpet tacks becomes more prevalent with different types and styles of carpet. Tack strips that can be felt through the carpet is not covered under the builder's warranty.
39. Any cost incurred by the owner for contracting an outside sub-contractor to perform any work that may or may not be covered under the builder's warranty shall not be the responsibility of the builder or ProHome.

MANUFACTURERS' WARRANTIES

Registration Forms

The initial OWNER will be given the appropriate forms to register the items listed below for the manufacturers' warranties by the BUILDER. It shall be solely the OWNER'S responsibility to make those registrations. The **ONLY** warranty on those items is the manufacturer's warranty and the BUILDER is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

The following items, if installed, are covered by manufacturers' warranties:

1. Refrigerator / Freezer
2. Washer and/or Dryer
3. Ice Maker
4. Water Softening System / Equipment
5. Thermostat
6. Dishwasher
7. Garbage Disposal
8. Trash Compactor
9. Ovens
10. Cook Tops
11. Microwave
12. Kitchen Vent Fan
13. Central Air Conditioner
14. Furnace
15. Water Heater
16. Whirlpool
17. Security System
18. Garage Door Opener
19. Light Fixtures
20. Central Vacuum System
21. Entertainment Systems
22. Sump Pump
23. Intercom System
24. Electric Locking Systems
25. Mirrors
26. Shower Doors

There may be other supplies, materials, appliances and systems that are specifically NOT warranted under this Limited Warranty and are instead covered by the manufacturer's warranty.

MISCELLANEOUS

- A. Repairs required under this Limited Warranty shall be performed in the manner and using such materials and methods as shall be considered advisable by BUILDER.
- B. BUILDER, in his sole discretion, shall determine which contractor(s) to assign service work to. **PROHOME does not have a contractual relationship with any contractor performing any service work for BUILDER and is not responsible for the contractor or the quality of work performed by the contractor.**
- C. Repairs shall be finished or touched up to match surrounding areas as closely as practicable. However, an exact match cannot be guaranteed.
- D. Notwithstanding anything else contained herein, for any problem warranted by this Limited Warranty, the BUILDER in its sole discretion may repair, replace, or pay the OWNER the reasonable cost of repairing or replacing the defective item.
- E. Notwithstanding anything else contained herein, the BUILDER'S total liability for deficiencies under this Limited Warranty is limited to the purchase price of the home.
- F. Steps taken to correct defects shall not act to extend the Limited Warranty Term.
- G. If the BUILDER repairs or replaces, or pays the reasonable cost of repairing or replacing, any defect covered under this Limited Warranty which is covered by any other insurance or warranty, the OWNER must, upon request by the BUILDER assign the proceeds of such insurance or the rights under such warranties to the BUILDER to the extent of the cost to the BUILDER of such repair, replacement, or payment.
- H. Should any provision of this Limited Warranty be deemed unenforceable by a court of competent jurisdiction, that determination will not affect the enforceability of the remaining provisions.
- I. This Limited Warranty is to be governed by and construed in accordance with the laws of the state in which the home is located.
- J. This Limited Warranty may not be modified or amended in any respect except upon written amendment signed by both the BUILDER and the then-current OWNER.
- K. OWNER acknowledges if the BUILDER chooses to repair, replace, address or discuss the improvement of any non-warranted condition involving in any manner the material, workmanship, supply or situation, the BUILDER is not obligated, represented, promised or committed to repair, replace, address or discuss any other non-warranted condition thereafter.
- L. OWNER understands and acknowledges that BUILDER not **PROHOME** is the sole warrantor (explicit or implicit) under this Limited Warranty. OWNER hereby agrees to indemnify and hold harmless **PROHOME**, its franchisees, licensees, shareholders, directors, officers, employees, agents and assignees against any and all liability for claims, including those performance standards specified in Section V and VI contained herein. **OWNER HEREBY WAIVES ALL ABILITY TO PURSUE LEGAL ACTION AGAINST PROHOME IN CONTRAVENTION TO THIS WAIVER IT SHALL BE RESPONSIBLE FOR ANY AND ALL EXPENSES INCURRED BY PROHOME IN DEFENDING ITSELF INCLUDING, WITHOUT LIMITATION, ALL COURT COST, ALL ATTORNEYS' FEES, AND ALL OTHER COSTS ASSOCIATED THEREWITH.** For the purpose of this indemnification, "claims" shall mean and include any obligations, all actual and consequential damages. OWNER furthermore, agrees and understands that **PROHOME** is only under contractual obligation with BUILDER by means of the BUILDER'S Service Agreement executed by and between BUILDER and **PROHOME** and that BUILDER'S Service Agreement takes precedence over this

- Builder's Limited Warranty and any and all performance obligations of **PROHOME** outlined or mentioned herein. **PROHOME** retains all rights available to **PROHOME** in the pursuit of applicable attorneys' fees and associated legal expenditures from OWNER for any involvement **PROHOME** may have in any legal proceeding involving this Warranty.
- M. **Mutual Non-Disparagement.** Homeowners understand that **PROHOME** did not build nor contract any contractors during the building process. **PROHOME** is a call center for the Builders warranty management process which schedules all the builders' contractors and follows the national guidelines during the warranty process. **PROHOME** has no control over contractors' promptness or quality of workmanship. Therefore, **PROHOME** and the Purchaser(s) agree not to make any statement, written or verbal (including but not limited to posting on social media) to be harmful to the other party to this Limited Warranty, or to be injurious to the goodwill, reputation or business standing of the other party at any time. In the event of a breach of these terms or provisions of this paragraph the damaged party shall be entitled as liquidated damages in the amount of \$5,000.00. The parties expressly agree that this amount is not a penalty but is a reasonable estimate of damages that would result from any breach. In the alternative, the damaged party may file a suit in the appropriate court seeking actual damages, court costs and legal fees. In addition to any other remedy available, the damaged party shall have the right to obtain an injunction from a court of competent jurisdiction restraining such breach.
- N. Homeowner understands that all consequential water or other damages shall first start with homeowners' insurance company who may subrogate to the appropriate to the appropriate parties.
- O. If your builder or developer has provided you with a structural warranty, insurance-backed warranty or a limited warranty, or any other warranty, (hereinafter referred to as) "warranties" other than this **PROHOME** builder's limited warranty, administered by **PROHOME** and to the extent that there are any inconsistencies, between the **PROHOME** builder's limited warranty and the warranties, the provisions, sections and procedures of the warranties shall prevail. It is important that you report requests for service to **PROHOME** as described in this **PROHOME** warranty, however, in addition to all systems and workmanship warranty problems covered under the warranties that are repaired by the builder, must be reported to the warranties as described in the warranties instructions. sending a notice to your builder or **PROHOME** does not constitute notice to warranties. Remember, the builder and warranties must receive your notice of complaint no later than thirty (30) days after the expiration of the warranty to which the notice relates. warranty complaints filed after that date will be denied.

**PROHOME BUILDER'S LIMITED WARRANTY
ACKNOWLEDGEMENT OF UNDERSTANDING AND ACCEPTANCE**

The undersigned acknowledge that we have received a copy of the foregoing Limited Warranty, Warranty Identification: **PHIM 18.6**. The undersigned further acknowledges that we have read, understand, and accept the terms and conditions of the foregoing, Warranty Identification: **PHIM 18.6**.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE UNDERSIGNED ADDITIONALLY ACKNOWLEDGE THAT WE HAVE READ, UNDERSTAND AND ACCEPT THE SPECIFIC LIMITATIONS ON THE COVERAGE OF THIS LIMITED WARRANTY AS OUTLINED IN SECTIONS VII AND VIII.

The undersigned understands and agrees that these are conditions for which warranty service will be provided. The undersigned acknowledges that the undersigned has read, understands and accepts the warranty conditions contained herein.

THIS ACKNOWLEDGEMENT OF UNDERSTANDING AND ACCEPTANCE SHOULD BE SIGNED AND RETURNED TO BUILDER BY THE FOLLOWING DATE:

RETURN DATE: _____, _____

BUILDER'S NAME: _____

BUILDER'S ADDRESS: _____

DATE: _____, _____

OWNER: _____
SIGNATURE

DATE: _____, _____

OWNER: _____
SIGNATURE

HOME ADDRESS: _____

This Executed Acknowledgement Page will be provided to you via email at the conclusion of the Pre-Closing Walkthrough as part of the walkthrough package.

This Limited Warranty (PHIM 18.6) contains proprietary information of **PROHOME** L.L.C. The reproduction of this material, in whole or in part, without the expressed written consent of **PROHOME** L.L.C. is prohibited.

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