Caviness Land
Building and Development Company
Builder of Excellence

I. INTRODUCTION

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

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

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

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

WE STRONGLY URGE YOU TO READ THE ENTIRE WARRANTY CAREFULLY!

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

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

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

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

II. HOMEOWNER ORIENTATION

A. Purpose

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

B. Procedures

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

(1) The Caviness Land Representative will begin by giving an overview of your Homeowners Guide and Warranty Manual.

(2) Our knowledgeable staff will walk you through your house, room by room, as well as the exterior of your house. They will demonstrate how your house operates, testing appliances, lights, doors, windows, and all other devices in your home. They will also insure all of your selected options have been installed.

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

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

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

C. Independent Home Inspectors

Your new Caviness Land home has been recently inspected by the City or County code enforcement officers (inspectors) in your specific district. These are trained certified professionals, whose job it is to enforce the building code requirements, as outlined in the North Carolina International Building Code (NCIB). The NCIB IS MANAGED BY THE North Carolina Department of Insurance (NCDI). The only way that we can close on your home is with a Certificate of Occupancy (CO) issued by your district's Inspections Office.
An independent Home Inspector has no jurisdiction over the local code enforcement officer. He must have a North Carolina State License in order to conduct business. The provisions of his license are to adhere to

these standards of practice and code of ethics: (http://www.ncdoi.com/OSFM/Engineering/hilb/engineering_hilb_sop.asp). They do not require the Home Inspector to address any items that are not included in the NCIB. Simply put, he is there to inspect violations of the NCIB only. We do not encourage you to employ your own Independent Home Inspector, but we will not discourage it either. So please read the following policies and procedures if you do decide to implement one.

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

D. House settling

All newly constructed dwellings are going to settle. To what degree they settle no one can determine; it is strictly between the ground and the newly constructed building resting on top of it. The weakest portions of the structure are the most noticeable recipients of the house and the land settling. The listed items below are considered normal settling occurrences:

1) Crackling or popping sounds in floor system
2) Nail pops, cracks and corner bead moving in drywall walls and ceilings
3) Grouted area in tile separating
4) Doors coming out of alignment
5) Cabinet doors and/or drawers coming out of alignment
6) Cracks in motor joints both in crawl spaces and veneers
7) Cracks in concrete both interior and exterior
8) Caulked separating or cracking around vanities and cabinets, etc.
9) Caulked areas around trim inside and outside separating or cracking
10) Trim joints coming out of alignment
11) It takes a year for pressure treated wood to cure, cracks may occur
12) Exterior steps may come out of alignment Etc.

III. MAINTENANCE AND CARE

The following are some general hints to assist you in the care and cleaning of various components in your home, but always be sure to *Refer to Owners Manual for specific care and cleaning procedures***.** Inspecting your home on a regular basis and following good maintenance practices is the best way to protect your investment in your home; whether you take care of a few tasks at a time or several all at once. It is important to get into the habit of doing them. Establish a routine for yourself and you will find the work is easy to accomplish and not very time consuming. A regular schedule of seasonal maintenance can put a stop to the most common - and costly- problems before they occur.
Remember to disconnect the power source of any electrical or gas system before inspecting, cleaning, or repairing it.

Acrylic Block Windows

Homeowner responsibilities:

Wash acrylic block windows with lukewarm water only, using a clean sponge or a soft cloth to minimize scratching. Rinse well with clean water. Do NOT scrub or use brushes on these products. Adherence to regular and proper cleaning procedures is recommended to preserve appearance.

SOME IMPORTANT "DON'TS"

- DO NOT use abrasive cleaners on acrylic products
- DO NOT scrape acrylic products with squeegees, razor blades, or other sharp instruments.
- DO NOT use Benzene, gasoline, acetone or carbon tetrachloride on acrylic products.
- DO NOT clean acrylic products in hot sun or at elevated temperatures.

Appliances

Homeowner responsibilities:

Dishwasher

Before loading your dishwasher, rinse the dishes off first. Don't worry if you find some water inside your dishwasher, this is common. Typically, the dishwasher tub is self-cleaning. Sometimes, after long usage in hard water areas, you may find that a white film has developed on the tub. The tub can be wiped with a damp cloth and a mild, nonabrasive cleaning powder. To clean the exterior, use a damp, sudsy cloth.

Ranges/Microwave ovens

Do not use or spill oven cleaner on metal trim! Never use gritty soaps or abrasive cleaners on any surface. Avoid using sharp instruments, like a knife or razor blade to clean any surface.

Bathtubs/Showers

Homeowner responsibilities:

If you have fiberglass tub and shower units in your new home, we have included a list of care and cleaning instructions based on the recommendations of the manufacturers of fiberglass plumbing fixtures.
It is easy to keep your fiberglass bathtub module bright and sparkling as new. Just follow these simple cleaning instructions:

1. Use proper cleaning agents. One cleanser does not necessarily suffice for all the detergent sorts of grime found in bathtubs and showers.
2. For normal cleaning use warm water and liquid detergent, such as Dow, Lysol or Mr. Clean bathroom cleaners, with sponge, nylon, polyethylene or saran cleaning pads. Do not use abrasive cleansers, scouring pads, steel wool, or scrapers of any type.
3. For extra sparkle, smear entire unit with a water paste using baking soda. Allow to effervesce for a few hours and rinse with warm water.
4. For stubborn stains, use a nonabrasive cleanser. Sponge the area with the cleaner, allow to stand an hour and rinse with warm water.
5. For extra deep stains, use hydrogen peroxide bleach, soaked onto a white cotton rag and applied to the deep dark stains overnight. Afterwards, rinse thoroughly with cold water. WEAR RUBBER GLOVES AND AVOID CONTACT WITH EYES, SKIN, CARPET, RUGS AND FURNISHINGS.
6. Hard water scale deposits can be minimized through the use of an application of one (1) part regular pool acid, such as muriatic acid, into ten (10) parts of cold water. Apply with a sponge until scale disappears. Afterwards, rinse thoroughly with cold water. WEAR ROBBER GLOVES AND AVOID CONTACT WITH EYES, SKIN, CARPET, RUGS AND FURNISHINGS.
7. For scratches and dull areas, rub vigorously with automotive rubbing compound, such as DuPont, and a white cotton rag. Then buff vigorously with a carnauba-based wax, such as J-Wax, with a soft white towel. Gel gloss available from your local home improvement center is excellent for removal of minor scratches and metal marks.
8. If you use a rubber or plastic "anti-skid" mat, make sure to remove it from the unit after each shower to avoid harm to the surface finish.

Brick Work & Masonry

Homeowner responsibilities:

Brick or stone may discolor due to moisture. The white powdery substance, which appears is known as "efflorescence" and is composed of one or more soluble salts. It may be removed by scrubbing with a stiff brush (not wire) and a solution of 60% vinegar to 40% water.

CAUTION: DO NOT ALLOW THIS SOLUTION TO CONTACT ANY FLOORS, WALLS, OR FURNISHING.

Cabinetry

Homeowner responsibilities:

The cabinets in your home are factory finished and should be cared for as suggested by the manufacturer. Care should be taken to avoid overloading cabinets with excessive weight. Care should be taken to make sure standing water is not left sitting on or in the cabinets. If a water leak occurs, it is the homeowner's responsibility to keep the water from pooling in the cabinet. Stained or natural finished wood cabinets, as well as other wood items in your home, should be treated in the same manner as fine furniture. Washing your cabinets with water and detergent will result in damage to the cabinetry's finish. For daily care, dust with a soft cloth. On stained wood cabinets, it is recommended that you use the proper furniture polish at least every six (6) months or as suggested by the manufacturer.

In your kitchen, use of the cook-top fan will help reduce the chance of damage to the cabinets around your cook top from heat, grease and steam.

Carpet

Homeowner responsibilities:

The carpeting in your home has been professionally installed. Carpeting comes in standard widths and seaming of the carpeting is unavoidable in installation. Every effort is made to limit the number of seams and to locate them as unobtrusively as possible. Nevertheless, seams can be noticed, especially when one is looking for them. Seams tend to show more in flat, even-pile carpeting than in shag carpeting, and become less noticeable over time. In certain instances, your carpet may appear to be loose, for reasons other than faulty installation. Often this condition is due to an increase in humidity. Carpet comes in continuous and non-continuous fiber. Non-continuous fiber will fill up your vacuum bags during the first several vacuum cleanings. This is normal and not a defect in the carpet. Following these useful maintenance tips will help your carpet remain beautiful for as long as possible:

1. Have your carpet professionally cleaned periodically. The frequency of cleaning depends on the type of yarn and the color of carpeting (light colors soil sooner than dark colors), the size of your family and the amount of dirt tracked in. Steam cleaning is hard on carpet and often results in the "heat set twist" coming out, thereby resulting in permanent damage to the pile. Usually, conventional shampooing is less harsh.

2. When cleaning spots, do not rub the spot, but "blot" it clean with warm water and or as suggested by the manufacturer.

3. If you prefer to not wear shoes, it is recommended that you wear socks or bedroom slippers when walking on your new carpet. This will prevent the oils in the skin on the bottom of your feet from getting in the carpet fibers.

Caulking

Homeowner responsibilities:

This is one of the regular items of maintenance, which you should keep high on your list.
Proper maintenance of your new home can help reduce the risk of high repairs costs. It is your responsibility as the homeowner to re-caulk these areas when cracks appear. **If not properly maintained, cracked caulk can result in leaks and/or water damage.**

Caulking will shrink over time and lose its effectiveness as a moisture seal. To prevent expensive repairs to flooring and walls, regularly inspect and replace the caulking around your sink tops, tubs, showers, toilets, windows, doors, siding and ceramic tiles.

Since the caulking around your tub and shower areas helps to prevent leakage, it is very important that you check these areas at least every six (6) months or more often if necessary. If the caulking around your bathtub, sink toilet or windows should appear dried out or cracked, remove the old caulking and re-caulk it. Seeping moisture can cause damage to walls, floors and countertops. If you do not have a caulking gun, caulking materials can be bought in applicator tubes at any hardware store.

Ceramic Tile

Homeowner responsibility:

Your new home may include ceramic tile floors. They provide durable and beautiful covering for your floors. However, as with any fine floor, care should be taken to avoid dropping heavy objects on these surfaces, since cracked or broken tiles can result. Hairline cracks may develop in the grouting between

floor tiles due to normal settling; and cracking may develop between ceramic floor tile and bathtub for similar reasons. Both can be repaired by simply filling with a grouting available from any hardware store.
Due to normal shrinkage that occurs as grouting dries, it is the responsibility of the homeowner to re-grout cracks in the joints of ceramic tile located around tub and shower areas. It is also the homeowner's responsibility to re-caulk as needed, those areas where ceramic tile meets drywall surfaces. This must be done periodically to maintain the integrity of the tile surrounds and is the responsibility of the homeowner throughout the life of the home. Grout crack repairs are considered a homeowner maintenance responsibility.
Ceramic tile may be cleaned with mild soap and water, or other household cleaners designed for use on ceramic tile.

CHECK ALL HOUSEHOLD CLEANING AGENTS FOR DISCLAIMERS AGAINST USAGE ON COLORED GROUT BEFORE USING.

Concrete

Homeowner responsibilities:

Settling and temperature changes will cause cracks in foundation walls and garage floors; such cracks cannot be prevented. Normal homeowner maintenance should include filling these cracks with any commercially available caulk or grout designed for this purpose.

Counter Tops

For countertop maintenance, it is suggested that you wipe off excess water after usage. This will help prevent spotting. Care must be exercised when running hot water in any cultured marble sink. We recommend a reasonable hot water setting to avoid thermal shock that causes cracks in the gel coat around the drain area

Laminate Countertops

Homeowner responsibilities:

Your kitchen countertops are heat resistance, not heat proof. Cooking pots, as they come off your stove, are very hot. Do not put hot pans or cigarettes directly on countertops. Use hot pads lined with a heat-resistant material. Your countertops are made of a very tough material which is scratch resistant and will not crack or crease under normal usage. The countertops will scratch if used as a cutting surface. Use a cutting board when cutting food or other items in your kitchen. Use a low-abrasion cleanser, if necessary, for the cleaning of the countertops. Heavy abrasives in some cleansers will damage the surface.

Cultured Marble Vanity Tops and Basins

Homeowner responsibilities:

Use only mild liquid cleaning agents to clean cultured marble surfaces. Any good spray or paste wax will keep the shine. Do not place cigarettes or other hot objects on cultured marble, as it burns and stains much like natural marble.

Decks and Balconies

Homeowner responsibilities:

You can easily maintain your decks and balconies. Frequent sweeping to remove dirt and debris as well as a light washing now and then are generally all that are needed. Leaving potted plants in one location may stain the deck over time. We suggest you periodically move all pots and furniture to prevent permanent staining.

Surface manufacturers recommend that only neutral, biodegradable liquid cleaners, which are free from harmful alkali acid and solvents, be used to clean the deck surface. Soaps and scrubbing powders containing water soluble, inorganic salts or crystallizing salts should never be used because of possible water spots. Abrasive cleaners should also be avoided.

The cleaning solution should be applied to the surface, allowing several minutes for the grime-dissolving action to take place. The dirty solution should then be removed by washing into drains (if applicable) or by mopping action. Complete removal is necessary to eliminate a slippery surface.

The life of the deck coating can vary depending on exposure to the elements and general care given back to the deck.

Doors

Homeowner responsibilities:

Interior

During the summer months there is usually very little trouble with doors, but winter heating may change the moisture content of the wood, causing temporary warping. Interior slab doors and bi-fold doors often stick or warp due to various weather conditions. It is the homeowner's responsibility to apply wax to the tracks or jamb as required to prevent sticking. Use graphite on door locks and do not allow the door to be slammed. Some doors will have hinge-pin type door stops. **Caution must be used to prevent the door from being opened too wide or with too much force which would cause damage to both the door stop and the door which would not be covered by this Warranty.**

Exterior

Doors should be cleaned using the mildest cleaning method possible, such as a soft cloth with mild soap and water. Avoid cleaning with vinegar, citrus-based cleaners, paint removers, window cleaners, brick and siding cleaners or other industrial or abrasive cleaners. These substances can damage the protective hardware finishes. All exposed hardware screws should be kept tightened. Lubricate metal parts at intervals.

Weather stripping on your exterior doors will require occasional adjusting to maintain a good seal.

Drainage

Homeowner responsibilities:

Your lot was designed to drain in a predetermined fashion. The finished graded lot was inspected during your home's final building inspection and prior to your occupancy. This drainage pattern must be maintained by you or anyone who does landscaping on the property for you. **IT IS HOMEOWNER'S OBLIGATION, NOT THAT OF *Caviness Land*, TO MAINTAIN THE DRAINAGE AS IT WAS DESIGNED AND GRADED AT THE TIME OF YOUR INITIAL OCCUPANCY**. As a homeowner,

you are obligated to maintain the original grades and resulting drainage and assume full responsibility if a drainage change causes damage to your own home or the property of another. Careful consideration must be given to drainage when you are planning or installing your landscaping. Drainage must not be reversed or impeded. Earthen berms (raised areas) or swales (depressed areas) on or between properties must be maintained to ensure proper drainage. The installation of rain gutters and downspouts is recommended in order to direct excess water away from the foundation of the home. Do not water more than necessary for the reasonable maintenance of lawns and landscaping. If you delay immediate landscape installation, you could be allowing drainage to be damaged as a result of erosion and silt build-up. If this does occur, your repairs could be costly, and you might also become liable for damage to other person's property. Please understand that if you fail to follow the above recommendations and your house or property of others is damaged as a result, you will be solely responsible for whatever damage that occurs.

Drywall

Homeowner responsibility:

The interior of your walls are constructed of drywall installed over wood. Because of the nature of organic materials, some contraction and expansion will occur. This shrinking and swelling can cause nail pops and settlement cracks during the drying out or settling process of your home. This is normal. You can use spackle to fill in these areas, which can be obtained at any hardware store.

Electrical

Homeowner responsibilities:

The electrical system and associated wiring in your home were designed and installed according to all applicable building and electrical codes. Occasionally, you may encounter a switch, an outlet or a circuit that doesn't work. Before contacting the Warranty Department, check the following things.

1. Check for burned-out or loose bulbs.
2. Make sure any associated switches are "on".
3. Check for built-in reset buttons on the outlet or surrounding outlets close by.
4. Check for a faulty appliance.
5. Check the service panel for "tripped" breakers.

Your electrical wiring is protected by circuit breakers located at the main service panel. The breakers are normally in an "on" position. When a problem occurs, the breaker will appear in the tripped position. To restore power, turn the breaker "off", then snap it to the "on" position. Ground Fault Interrupters have been installed in the electrical system and control outlets located in the bathroom(s), kitchen, garage and exterior according to approved electrical codes. These are sensitive breakers and can be tripped very easily.
NOTE; DUE TO THIS FACT, FOOD FREEZERS SHOULD NOT BE PLUGGED INTO THESE OUTLETS. FOOD FREEEZERS AND REFRIGERATORS SHOULD ONLY BE PLUGGED INTO A DEDICATED OUTLET.

Fireplaces

Homeowner responsibilities:

Although gas fireplaces are defined as "decorative gas appliances" by ANSI (American National Standards Institute) many gas fireplaces generate pleasant, comforting heat. Artificial logs and embers have been provided for aesthetic purposes. Your local fireplace or building supply store will carry additional items to enhance the fireplace.

NEVER BURN WOOD, ARTIFICIAL LOGS OR PAPER IN A GAS FIREPLACE.

Safety regulations require that gas fireplaces have a damper that remains partially open at all times. This provides venting in the unlikely event of a gas leak. Please do not be concerned if your damper cannot be closed completely. It is intentionally designed to remain partially open for your safety. Most fireplaces are equipped with an electrical switch to light the fire. These fireplaces will also have a pilot light. Should the pilot light need to be relit, you will find instructions in the bottom section of the fireplace, usually attached to a chain.

Floor Squeaks

Homeowner responsibilities:

As wood contracts and expands it will cause many conditions that contribute to floor squeaks. The combination of metal joist hangars and wood also are a contributing factor to squeaks. Floor squeaks and pops are considered normal and will appear and disappear with changes in weather conditions. Should a floor pop (indicating a loose floorboard) appear during the first year of the warranty period that is persistent or excessive, please submit your written request for evaluation to the Warranty Department.

Garage Doors

Homeowner responsibilities:

Your garage doors and hardware were carefully selected to provide you with dependable service. Since garage doors are large moving objects, periodic maintenance by you is essential. To keep your door in good condition, perform the following maintenance as required:

1. Lubricate moving parts of the door every three months with a silicone type of product.
2. Inspect and tighten the screws that fasten the hardware to the door and the door track to the wall at the end of your first year of ownership.
3. Operate the door only when adjusted properly and clear of obstructions.
4. Do not permit children to play with the garage door or electronic controls.
5. Avoid standing in open doorway or walking though doorway while an electrically operated door is moving.

The door is under constant spring tension. Repairs and adjustments, particularly to cables and the spring assembly, can be hazardous and should be performed by qualified repair personnel only.

Your garage door has been installed pursuant to the manufacturer's recommendations. Overhead garage doors are not designed or intended to be completely weather-tight. Because of this, some intrusion of the elements, particularly wind-driven rain, can be expected.

Garbage Disposal

Homeowner responsibilities:

- Clean the garbage disposal by introducing ice cubes and 1/4 cup of white vinegar into the unit and operating it with no running water. When the cubes are gone, start running cold water slowly.
- You can add baking soda for a deeper cleaning and some citric acid crystals for odor purposes.
- Always run a strong flow of cold water and start the disposal before you feed any waste into it.
- Never put your hand in the disposal.

Gutters and Downspouts

Homeowner responsibilities:

Gutters and downspouts, if installed, should be kept free of tree limbs, leaves, balls and other obstructions which will stop the downspout from functioning properly, and which may, in time, cause leaks. Normal shrinkage will require re-caulking around vents and flues on the roof; failure to perform this maintenance task may result in leaks over time.

HVAC SYSTEM

Homeowner responsibilities:

Please review the following so that you will understand your HVAC system.

- All windows should have draperies or some type of covering to prevent heat loss and heat gain.
- Do not close registers completely. You should use the adjustment of registers to balance the temperature in the home. Closing registers off completely will only cause your heating and cooling systems to work less efficiently.
- Do not block registers with furniture, etc.
- Do not turn off the system completely for an extended period of the time (if, for example, you plan to be out of town for a long period of time). Due to weather conditions, shutting the system off completely can speed up the drying-out process and cause wood to warp and drywall to buckle. In addition, during the winter, pipes could freeze and break during extreme cold spells if the system is turned off.
- **Do change your filters at least once a month. The dust and sand in the air will quickly clog the filters and put undue stress on your unit. Dirty filters can cause your HVAC to stop blowing cold air in the air conditioning cycle or warm air during the heat cycle.**
- Do keep the outdoor unit clear of any debris. The grill provides air intake for your unit to work properly.
- Keep all interior doors open as often as possible, so each room's air can circulate and receive hot or cold air.

Interior Trim

Homeowner responsibility:

Wood is an organic building material and will expand and contract as the weather changes. It is affected by heat and cold and may shrink under conditions of low humidity and expand when humidity is high. Although it is impossible to eliminate the problem, keeping the house at an even temperature and humidity will help. To keep clean dust only with a dry cloth or slightly dampened cloth with water to help pick up dust particles.

Landscaping

Homeowner responsibilities:

Your landscaping, whether a do-it-yourself project or done by a processional landscaper, should be done in a manner that ensures proper drainage so that your property, as well as your neighbors' properties, is protected from over-watering, standing surface water, or damage due to improper drainage.
It is very important that you maintain drainage from the rear yard through the side yard to the street, utilizing drainage pipes, rock, ground covers or grasses to prevent erosion along the side yard "swales." If proper drainage is impeded or negated, your home and/or your neighbors' homes could be severely damaged.

Any swales that have been located on the property should not be blocked or altered. These shallow ditches have been put there for the purpose of quickly removing water toward the driveway, street, or other positive outlet.

Do not let water gather or stand near your foundation or any retaining walls. The foundation and any retaining walls are built to withstand the ordinary moisture in the ground. If water is permitted to pond against them, it may cause structural damage due to erosion or expansion of the soils.

Do not create planter boxes or similar gardening areas next to foundations such that irrigation or rainwater collects in them.

Avoid planting anything too close to your foundation – three feet should be the minimum distance between any shrubbery and your foundation. When preparing flowerbeds or planting areas near the foundations, make sure that the ground surface slopes away from the foundation.

Mirrors

Homeowner responsibility:

The plate glass mirrors in your home have been installed according to industry standards. Please avoid the use of abrasive cleaners or rough cleaning rags on you mirror; they can be easily scratched.

Remember also to avoid excessive moisture build-up on your mirrors during cleaning or bathing. Use the exhaust fan system or open a window. Should the moisture penetrate behind the mirror's edge or behind the mirror itself, it can result in ugly, black blotches in the glass.

Paint

Homeowner responsibility:

The walls and woodwork of your home have been primed and finished with premium quality paints and the colors should be uniform throughout the house. However, certain areas may tend to "flash" or have variations in color or texture under certain lighting conditions or at different times of the day. Such conditions are usually the result of normal touch-up practice during the finishing of your home and are acceptable under the terms of this Warranty. Stained and varnished woodwork should have a warm, pleasing appearance but will contain variations in color ranging from very light to very dark. While an attempt is made to control the color of wood being installed, some degree of color variation is to be expected. Never attempt to clean your walls, trim or woodwork with abrasives or solvent based cleaners.

Pest Control

Homeowner responsibility:

One of the things you should be on the lookout for in your new home is the possibility of "uninvited guests": such as ants, wasps, field mice, etc. It is homeowner responsibility to set up a regular pest control schedule through a certified pest control company. Please proceed cautiously when attempting to eliminate other pests. Always be sure to consult with a qualified pest control expert whenever you have a question. Please see termite section below for information regarding termites.

SERVICE NOTICE Caviness Land cannot guarantee against pest infiltration, and it is not covered under the terms and conditions of the Warranty.

Plumbing

Homeowner responsibilities:

We ask that you thoroughly inspect all plumbing fixtures in your home during your orientation inspection. Any chips or other damage must be noted at that time. Single lever faucets have been used in many areas. These faucets usually require little or no maintenance. Please note, however, that faucets may leak or drip due to worn or defective washers. Care should be taken to close the faucets just hard enough to shut off the flow of water. If closed too forcefully, the washer may be cut. Washer replacement is the responsibility of the homeowner and is part of normal Homeowner Maintenance. Do not flush diapers, disposable napkins or any other foreign material down your toilets. **We do not warrant clogged toilets or sinks.** Never pour grease, oil, paint, or thinner into the garbage disposal unit or other drains. Never step into a bathtub or shower with shoes on. Shoe soles carry hundreds of gritty particles which can scratch the surface. Do not use plumbing fixtures as receptacles for photographic or developing solution. Developer stains are permanent. Your garbage disposal, if installed, is equipped with a built-in circuit breaker. The reset button is usually on the bottom of the unit under the sink. You should check this button before calling for assistance. Your garbage disposal also has manual wrench that can be used to help unblock foreign material. Your owner's manual will guide you in how to use this wrench and cover all safety features you should follow before clearing any items. Freeze-resistant exterior sillcocks (water faucets) have been installed in your home. However, DO NOT ALLOW HOSES TO REMAIN CONNECTED TO EXTERIOR SILLCOCKS DURING COLD WEATHER. Doing so will result in frozen and ruptured water lines and possibly flooded crawlspaces. In addition, be sure that during cold weather these faucets are turned completely off to prevent the possibility of frozen and broken pipes. Sillcock pipes broken as a result of freezing and any related damage caused as a result of freezing are not covered by this Warranty.

Your new home's plumbing system has been engineered and tested prior to passing building inspections. Even though all of your plumbing has been flushed out to remove dirt and other foreign materials, a small amount of pipe sealant compound or other small construction debris may come out of the faucets for the first few days of regular use. Prior to using your water for the first time, it is a good idea to remove aerators and let the water run for a few minutes to clear any dust or sediment from the lines.

IN CASE OF EMERGENCIES: The first step is to shut-off the water supply. Familiarize yourself now with the location of the emergency shut-off valves to avoid damage if an emergency happens. The main shut-off valves are usually located where the main water supply pipes enter the house. Individual shut-off valves are usually just below the fixture (at the rear of the toilet at the wall or under the sink in the rear of the cabinet). If the leak is from the showerhead or tub spout area, you will need to shut-off the main water valve to the home. This valve was pointed out to you during the Homeowner Orientation. In the event of a water leak between walls, turn off the main water valve to prevent damage to carpet and/or walls.

Tarnished or Discolored Fixtures: Corrosion of chrome and/or brass is due to hard water drying on it and is not the manufacture's responsibility. The finish on your fixtures can also be damaged through the use of improper cleaning methods. Avoid abrasive or acid-based cleaners; fixtures may be cleaned with

nonabrasive, foam-type cleaners or mild soap and water. Always dry the fixtures off after cleaning and use; hard water deposits will break down the protective lacquer finish and cause corrosion, tarnishing and discoloration to the finish.

SERVICE NOTICE: Caviness Land does not warrant tarnish or discolored fixtures.

Aerators: Cleaning the aerators will be a frequent homeowner maintenance task. This attachment to the faucet adds air to the water as it leaves the faucet, reducing splashing and provides some savings from reduced water use. To clean an aerator, unscrew it form the mouth of the faucet, remove any debris, remove and rinse the washers and screens, replace them in original order, and put the aerator back on the faucet. Frequency of required cleaning will depend upon the condition of the water. If the water flow at the faucet becomes slow or light, the aerator probably needs to be cleaned. This is a homeowner maintenance responsibility and is not covered under the Warranty.

Faucets:
Bathroom and Kitchen faucets should be thoroughly inspected at the walkthrough prior to closing.
Do not close your faucets too tightly. Close them just enough to stop the flow of water. Over tightening of faucets can be led to excessive wear on the faucets and more frequent repair. Neglect on the part of the homeowner is not warrantable.

SERVICE NOTICE: Caviness Land will make adjustments to kitchen and bath faucets upon receipt of your written request only within the first thirty (30) days after delivery of the home to you. After thirty (30) days, this will be considered a homeowner responsibility and no action will be taken by Caviness Land.

Toilets: Please remember that the toilets installed in your home are low water use or "water-saver" toilets. This means they use significantly less water than toilets found in older homes and sometimes will appear to be flushing slowly. A slow flush is not necessarily a symptom of blockage; for some solids, you may need to flush more than once. Usually holding the flush handle down until all solids have cleared the bowl will help prevent blockages. To reduce the risk of overflows or blockage in the toilets, be sure to observe the following:

1. Never use toilet for the disposal of cotton swabs, dental floss, disposable diapers, feminine hygiene items or other personal care products.

2. Avoid the use of toilet bowl cleaners that are in solid form; the particles they drop can clog the water jets in the toilet's rim. Tank type bowl cleaners may damage rubber and plastic parts and void the warranty.

Your toilet will perform reliably if kept in adjustment. An unadjusted float can cause a toilet to run too much, wasting water, or can provide too little water for proper flushing. To adjust the float assembly, remove the tank top lid carefully and adjust the float arm screw, you can heighten or lower the float arm; this will generally take care of the problem. Be sure that the float is free and not rubbing on the sides of the tank or other parts.

SERVICE NOTICE: Caviness Land will make adjustments to the toilet upon receipt of your written request only within the first seven (7) days after delivery of the home to you. After seven (7) days, this will be considered to be a homeowner responsibility and no action will be taken by Caviness Land.

Traps: Each plumbing fixture in your home has a drain trap, which is a J-shaped piece of pipe designed to provide a water barrier between your home and the danger of sewer gas. The trap holds water, preventing airborne bacteria and the odor of sewer gas from entering the house. If any fixture is used infrequently, it should be turned on at regular intervals to replace evaporating water in the trap and ensure that the barrier remains intact.

Clogged Pipes: Traps, because of their shape, are also the point at which drains are most likely to become clogged. Sink drains are subject to clogging by grease, hair, soap curds, etc. Never pour grease into a drain or toilet. To prevent stoppage in the kitchen sink, run very hot water through the drain every week. Remember, however, that cold water only should be used when you are running the garbage disposal.

Petroleum-based products, such as paint or lacquer thinner, can damage polyvinyl chloride pipes and should never be put down the sink.

Clogged traps are easily cleared with a plunger, or in more severe blockages, by opening the sewer clean out and snaking the line to remove the blockage. Caviness Land recommends that a qualified plumber be used to clear blockages if the use of a hand-held plunger does not correct the problem.

In the event of a stoppage or overflow, shut off the water at the angle stop shut-off valve at the base of the fixture. Every homeowner should have a plunger. It will usually clear a toilet stoppage. Use a rapid, but firm, up and down motion with the plunger and have water in the toilet bowl while doing this.

SERVICE NOTICE: Caviness Land warrants against sewer stoppages and toilets overflow for the seven (7) days after delivery of the home. After the first seven (7) days, repairs will be considered to be the responsibility of the homeowner.

SINKS: Your sink can be chipped or scratched if subjected to sharp instruments or heavy blows. Clean with a nonabrasive cleanser and with normal usage and care, they will give you many years of service. If you have a stainless-steel kitchen or bar sink, care should also be taken to use a nonabrasive cleanser or commercial stainless-steel cleaner. Gel gloss available from your local home improvement center is excellent for removing minor scratches and metal marks.

WATER HEATERS: Your home is equipped with a quality storage-type water heater with sensitive thermostatic controls and is warranted for one (1) year. After the one-year period, please contact the manufacturer.

CAUTION: IF YOUR WATER HEATER IS EQUIPPED WITH A NONMETALLIC DRAIN VALVE, THE WATER MUST BE COOLED BEFORE DRAINING. FAILURE TO ALLOW THE WATER TO COOL WILL DAMAGE THE VALVE AND IS NOT COVERED BY THE WARRANTY. Allowing the water to cool regularly will drain off mineral deposits from the hard water before they become solid. Failure to maintain the water heater properly can result in higher operating costs for this appliance; as the scale builds up in the tank heat transfer is reduced. The water heater tries to compensate for this by longer heating cycles; this results in increased burner operation and higher utility cost to you.

If your home is equipped with a gas water heater:

To light your water heater, refer to the manufacturer's instructions on the heater or call a professional service person. If your heater has a thermostat indicator, set it between 120 and 140 degrees. After a while, you will know where to set the thermostat, so your water is hot enough for you, but no so hot that it wastes fuel and speeds up the formation of sediment in the bank.

Screens

Homeowner responsibilities:

Be careful when removing your window screens. They can be easily bent out of shape or have the screening torn. The screens need to be cleaned regularly. You can do this by removing them and using warm, clear water with mild detergent. Rinse them off thoroughly and allow them to dry completely before reinstalling. Nylon screening requires no preservative.

Septic Systems

Homeowner responsibilities:

Most problems with sewer lines can be avoided by not stuffing large objects into the drain lines. Care should be taken to avoid disposal of sanitary napkins, disposable diapers and other similar materials into plumbing fixtures in order to minimize the possibility of clogging. Any clogging is the responsibility of the homeowner. Septic Systems are designed and installed in compliance with state, county and local code regulations. With proper care and maintenance, septic systems will serve your needs as satisfactorily as a public sewer system. Simply by adding amount stated on the box of Rid-X into your toilet once a month will help eliminate the need of extensive maintenance and repairs.

Shingles

Homeowner responsibilities:

The composition roof shingles used are self sealing fiberglass or asphalt shingles that seal themselves together after exposure to warm sunlight. Special care should be taken not to walk, stand, or nail anything on the roof of your home. Only experienced personnel should be allowed on your roof.

Shower Doors

Homeowner responsibilities:

Keep clean and ensure caulking is completed as required.

Siding (Brick/Hardiboard/Stone/Vinyl)

Homeowner responsibilities:

Exterior siding materials have been selected for both appearance and ease of maintenance. Stone, Brick, Vinyl or Hardiboard has generally been used on the exterior areas of the house. All painted surfaces have been covered with either heavy body stains or paints. These painted surfaces will lose their color-fastness and fade to varying degrees depending on the original color used, but the integrity of the paint will not be affected. Cracks and peeling of paint are common due to causes other than the paint quality or the method of application. Variations in wood grain may absorb the same stain differently: these differences cannot be controlled. It is characteristic of exterior wood, including trim and battens, to have shrinkage, cracking, and sap pockets which may somewhat discolor paint; these conditions are normal in any wood. Shrinkage of exterior caulking materials is normal as is cracking due to shifting of the buildings; routine maintenance includes regular inspection of exterior caulking and re-caulking at regular intervals as needed.

Sliding Glass Doors

Homeowner responsibilities:

Sliding glass doors lock from the inside only. The bottom tracks must be kept clean so they will operate freely. Paraffin is a good lubrication for these tracks. Under certain lighting conditions, door glass may be hard to see. To prevent accidentally walking into a glass door, screen doors should remain closed at all times. Visual decoration should also be placed on the glass portion of the doors for safety.

Vinyl Flooring

Homeowner responsibilities:

A damp mop should keep vinyl floors looking new. Use only cleaning supplies recommended by the manufacturer. Never use an abrasive material to clean the floor. Abrasive cleaners and scouring pads will dull the finish of the floor. Sharp objects or furniture with small legs can cause indentations or tears and should not placed on vinyl floors. Refrigerators and stoves often cause damage to vinyl as they are installed. Extreme care should be exercised when installing heavy equipment to avoid any tears, rips, or indentations.

Water Heater

Homeowner responsibilities:

Your water heater is installed with a pressure relief valve to relieve excess pressure in the tank due to high water temperature. When the relief valve is operating it may appear the tank is leaking; actually, it may be merely releasing excess pressure. Water heaters normally collect a small amount of dirt and scale in the bottom of the water tank and should be flushed out every 6 months using the hose connection at the bottom of the tank. We recommend the homeowner hire a licensed plumber. If a gas water heater is installed, the pilot light may go out due to a drop in pressure or dirt in the gas main. You should follow the manufactures recommendation when relighting the water heater.

Windows

Homeowner responsibilities:

The bottom window sash in your home may be released from the upright position and leaned in for ease in cleaning and repair. The windows have “seepage” holes and during windy times dust or dirt may accumulate in the tracks. Use a vacuum attachment to clean the tracks on a regular basis. This Warranty does not cover broken glass unless noted on the Homeowner Orientation Form. Window screens are not warranted against damage unless noted on the Homeowner Orientation Form.

Wood Flooring

Homeowner responsibility:

It is the nature of wood flooring, like any wood, to be affected by changes in the relative humidity in your home, resulting in swelling and shrinking. To protect the wood, the floors have been factory pre-finished, stained and sealed. Use only those products intended for use on wood floors to clean these areas and do not drag or “scoot” furniture or appliances across these floors.

IV. WARRANTY COVERAGE

This Warranty covers damage caused by a failure of Caviness Land to build the Home in conformance with the North Carolina Residential Building Code or the failure of any material used in the Home to perform as designed or intended, all according to the terms, conditions, and exclusions set forth below. Caviness Land agrees to provide to the *Homeowner* ***and to any subsequent owner of the Home within the warranty period***, warranted components of the Home will be free from defects in workmanship and materials for the periods of time set forth below in conjunction with the Warranty Standards. This warranty is expressly limited by the contents of the "Exclusions" and other express terms of this Warranty and may not be modified, revised, extended or supplemented except in writing signed by the Homeowner and an authorized senior officer of Caviness Land. This warranty excludes all other warranties, express or implied.

The warranties are limited as follows:

A. MAJOR STRUCTURAL DEFECTS

For a period of one (1) **year** beginning on the *Closing Date, Caviness Land* warrants that the *Home* will be free from any defect which: (a) is due to noncompliance with the Warranty Standards, (b) results in or causes actual, tangible damage to a "Load-Bearing Component" of the *Home,* (c) materially diminishes the structural integrity and the load-bearing performance of the *Home,* and (d) materially affects the physical safety of the occupants of the *Home.* Only a defect or defects meeting all of the criteria listed in (a) through (d), inclusive, above shall be deemed a "Major Structural Defect." The term of this Major Structural Defect Warranty shall be 1 year beginning on the *Closing Date.*

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

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

B. EQUIPMENT

For a period of one (1) **year** beginning on the *Closing Date, Caviness Land* warrants that the "Equipment" of the *Home* will be free from defects in material and workmanship due to noncompliance with the Warranty Standards. For the purposes of this Warranty, the term "Equipment" refers to the following items (not all of the below items will be installed in every *Home):*

- *Alarm System*
- *Appliances (if provided)*
- *Cabinets*
- *Doors (interior and exterior)*
- *Fans*
- *Fireplaces*
- *Floor Coverings*
- *Garbage Disposal*
- *Garage Door Opener*
- *Light Fixtures*
- *Plumbing Fixtures*
- *Shower Door*
- *Smoke Detector*
- *Sprinkler System (if provided)*
- *Windows*
- *Water Heater*
- *Receptacles/GFI*

A number of the *Home's* Equipment items are specifically covered by warranties from the manufacturers of those items. All of these manufacturer's warranties are at least one (1) year in duration. A list of such Equipment, the names of their manufacturers, and the addresses for contacting the manufacturer's representatives, is available upon request from *Caviness Land.*

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

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

C. COVERAGE FOR COSMETIC DEFIECIENCES

The following deficiencies are considered to be "Cosmetic Deficiencies":

- *Scuffed, scratched or smudged painted surfaces, flooring or countertops*
- *Chipped or stained porcelain, tile, grout or fiberglass in countertops or plumbing Fixtures*
- *Chipped or otherwise defective surfaces of appliances or plumbing fixtures*
- *Torn or defective window or door screens*
- *Smudged, scratched or stained cabinet surfaces or finishes*
- *Broken glass, windows or mirrors*

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

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

D. MAKING A CLAIM

1. ***HOMEOWNER'S*** **OBLIGATION:** By signing this Warranty and purchasing the *Home;*

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

Homeowner also agrees to contact *Caviness Land* just as soon as reasonably possible after the discovery of a potential Warranty claim, and to contact *Caviness Land* **first** if it is believed that the type of problem *Homeowner* has may be covered by the Warranty. Since it would not be fair to *Caviness Land* or its trade partners if they were not first given an opportunity to inspect and resolve such a claim, *Caviness Land* will not be responsible for unauthorized repairs done by anyone other than its personnel or its trade partners, or for the cost of such repairs. *Homeowner* agrees that, as an express condition of this Warranty, Caviness Land will be given a reasonable opportunity to inspect the *Home* and, if action is required under the Warranty Standards, cure the problem described by *Homeowner.* In the event *Caviness Land is* not provided a reasonable opportunity to inspect the *Home* or to take the action required under the Warranty to alleviate any problems described by *Homeowner, Homeowner will* be in breach of the Warranty.

2. **STANDARD CLAIM:** *If Homeowner* has identified a defect believed to be covered by this Warranty as a result of noncompliance with the Warranty Standards, a claim may be submitted during the applicable warranty period to *Caviness Land* by the following methods:

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

  Completed Warranty claim forms can be mailed to:
  Caviness Land
  1041 Robeson Street, Suite B
  Fayetteville, NC 28305 **Fax** (910) 339-6333
- By phone to the Warranty Department (910) 339-6332

Claims must be made no more than thirty (30) days after *Homeowner* discovers a particular defect and within the applicable warranty period. Caviness Land will not be responsible for any damage caused by Homeowner's failure to report defects within the time allowed.

3. **EMERGENCY CLAIMS**: In the event of emergency repairs, calls may be made by telephone M-TH from 7am to 4pm, F 7am -2pm to the *Caviness Land* Warranty Department and on weekends and after normal business hours you must refer to the Trade Partner contact sheet (provided in your walk-through packets).

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

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

B. **NO OBLIGATION FOR REIMBURSEMENT**: *Caviness Land* has no obligation to reimburse *Homeowner* for work done by *Homeowner* or for amounts paid by *Home Owner* to a

repair person or trade partner which have not been pre-approved, in writing, by an authorized Representative of *Caviness Land.*

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

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

5. **CLAIMS NOT COVERED BY WARRANTY** - If *Caviness Land* takes the position that a particular claim is not covered by this Warranty, *Caviness Land* will provide *Homeowner* with a notification describing why *Homeowner's claim* is not covered within twenty-one (21) days of Caviness Land receipt of a completed Warranty Claim Form.

V. EXCLUSIONS

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

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

1. Damage to the *Home* due to ordinary wear and tear, normal deterioration or lack of *Homeowner maintenance.* From time to time, *Caviness Land* may perform a maintenance task as a courtesy to *Homeowner* that could otherwise have been denied by *Caviness Land*; however, *Caviness Land* performance of such a task on one or more occasions does not imply or require that *Caviness Land* will perform a similar task at a later date, nor shall such performance be deemed to extend the Warranty time periods described herein.

2. Damage to the *Home* caused by casualties normally covered by standard homeowners insurance or damage resulting from natural catastrophes, acts of God, tropical storms, tropical depressions, hurricanes, fire, smoke, explosion, nuclear hazards, volcanoes, riots, civil unrest, vandalism, blasting, aircraft crash, aircraft noise, vehicles, mud slides, sink holes, power surges, power failures, water escape, flood, wind, hail, lightning, earthquake, insects or falling trees. Further, this Warranty does not cover loss or damage to the *Home* or to persons or property directly or indirectly by insects, birds, vermin, rodents or wild or domestic animals.

3. Damage caused either by the abuse of the *Home* or use of the *Home* for non-residential purposes or any other manner for which it is not intended.

4. Damage resulting from or made worse by *Homeowner's* failure to take appropriate action to prevent further damage, including notifying Caviness Land of any defect within a reasonable time under the circumstances.

5. Damage to the *Home* caused by *Homeowner* (including accidental damage and damage during move-in), or damage caused by animals (including pets), or by an invitee, lessee, guest, trespasser, tenant, renter or other occupant of the *Home.*

6. Damage resulting from (a) any changes after the Closing to the grading or drainage of the property on which the *Home* is located, or (b) modifications or additions to the *Home* or the property under or around the *Home.*

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

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

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

10. **Cracks which appear more than one (1) year after the *Closing Date* in grouting of ceramic tile joints or at junctions with other materials such as a bathtub. *Homeowner* has been informed, and is hereby again informed, that these cracks are commonly due to normal wear and tear and/or shrinkage conditions**.

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

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

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

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

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

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

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

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

19. Loss or damage resulting from, or made worse by, dampness, condensation, cold or heat buildup caused by *Homeowner's* failure to maintain proper ventilation.

20. Loss or damage due to the actions of others, including, without limitation, actions by or failure to act of cities, counties, or utility companies, including failure to provide utility service to the *Home* or its property (including, without limitation, any delay or failure to provide DSL, INTERNET, cable, or telephone services to the *Home).*

21. Loss or damage due to loss of views or privacy or noise, including, without limitation, loss of views or privacy resulting from the construction or occupancy of homes adjoining or adjacent to the *Home. No* warranty of any kind is made as to the future use of any land parcels adjacent to or near the *Home.*

22. Loss or damage to land.

23. Loss or damage to wiring to and between communication devices from the source of power, whether or not connected to the interior wiring system of the *Home,* Such devices shall include, but not be limited to, telephone systems, television cable systems, intercom systems, computer systems and security systems.

24. Loss or damage caused by a rise in the underground water table or a natural spring.

25. Loss or damage caused by soil settlement or the expansion and contraction of soils.

26. Damage to tract boundary walls or fencing occurring after obligations for maintenance of such walls or fencing has been dedicated to and accepted by a homeowner's association, maintenance district or governmental entity.

27. This Warranty does not cover any appliance, piece of equipment, or other item which is a "consumer product" for purposes of the Magnuson-Moss Warranty Act (15 U.S.C. Sec. 2301-2312), and *Caviness Land* disclaims any implied warranties with respect thereto. However, some of these products have written warranties by the manufacturer.

28 Under no. circumstances shall *Caviness Land* be liable for any special, indirect, incidental, or consequential damages, including, without limitation, any damages based on a claimed decrease in the value of the home, even if *Caviness Land* has been advised of the possibility of such damages.

VI. WARRANTY STANDARDS

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

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

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

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

FOR EASY COMPREHENSION, THE FORMAT IS DESIGNED AS FOLLOWS:

DEFICIENCY:	A brief statement, in simple terms, of problems that may be encountered.
STANDARD:	A warranty standard relating to a specific deficiency. The warranty covers only non-compliance with this standard.
BUILDER CORRECTION:	A statement of the corrective action required of the builder to repair the deficiency.

CABINETS

This section refers to all of the cabinetry installed in the *Home.* It describes the attributes and occasional problems associated with cabinets and the warranty performance standards that apply to them.

1. Alignment

DEFICIENCY: Misalignment of outer edges of cabinet doors or drawer fronts exceeds 1/8 inch horizontally or vertically in relation to the adjacent doors/drawer fronts.

Cabinet face frames or boxes exceed 1/8 inch horizontally or vertically out of alignment where they meet.

STANDARD: The outer edges of cabinet doors and drawer fronts should be aligned horizontally and vertically in relation to the adjacent doors/drawer fronts. *Builder* is not responsible for misuse by *Homeowner,* such as overloading drawers, hanging or leaning on doors, etc.

BUILDER CORRECTION: Adjust as needed.

1.2 Chips, Gouges, Scratches

DEFICIENCY: Damage should be identified at time of walk-through. Exceptions apply if damage is obviously due to improper installation or defective materials used, i.e., chips or cuts on shelving edges caused by improper cutting. Chips exceeding 1/8 inch in width are beyond standard.

STANDARD: Chips, gouges, and/or scratches on the interior or exterior surfaces of cabinets or shelving can occur during the construction process, the *Homeowner* move-in, or during the warranty period after move-in. *Builder* is not responsible for chips, gouges or scratches occurring after the walkthrough. Damage that is reported to the *Builder* at the walk-through will be repaired.

BUILDER CORRECTION: No action will be taken unless exceptions apply for which *Builder* will repair or replace the specific affected cabinet component, i.e., door, drawer, skin, box, molding, etc. All reasonable efforts will be made to match the original surface texture and finish color as closely as practical and possible, but *Builder* cannot and does not guarantee an exact match. Proper and acceptable completion of the repair finish will be determined by the *Builder* representative's inspection.

1.3 Color and Grain Variation

DEFICIENCY: Not applicable. Such variations are a normal characteristic of **c**abinetry.

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

BUILDER CORRECTION: No action will be taken

1.4 Cracks in Door or Drawer Panels

DEFICIENCY: Cracking occurs in a door, drawer panel, or face frame that is not the result of excessive drying caused by lack of periodic oiling.

STANDARD: Cracking should not occur in doors, drawer panels, or face frames, unless caused by excessive drying due to lack of periodic oiling.

BUILDER CORRECTION: Replace. All reasonable efforts will cracked panel be made to match the original surface texture and finish color as closely as practical and possible, but *Builder* does not guarantee an exact match. Proper and acceptable completion of the repair finish will be determined by the *Builder* representative's inspection.

1.5 Finish Wearing Off

DEFICIENCY: Not applicable. *Homeowner* can minimize damage to finish with regular and proper cabinet maintenance.

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

BUILDER CORRECTION: No action will be taken, unless an exception applies. Exceptions apply if the problem is due to improper design, defective materials, or an incorrect method of installation.

1.6 Installation

DEFICIENCY: Cabinets pull loose or become unstable.

STANDARD: Cabinets are properly secured and/or anchored to solid backing.

BUILDER CORRECTION: Reinstall as necessary to meet the standard.

1.7 Joints separating or displaced

DEFICIENCY: Cabinet comers, attached moldings, or other joints exceed 1/16 inch separation or displacement.

STANDARD: Cabinet comers, attached moldings, or other joints should have minimal separation or displacement. ***Builder*** **is not responsible for separation or displacement of joints due to** ***Homeowner's*** **lack of, or improper, maintenance.**

BUILDER CORRECTION: Adjust as needed or fill with matching filler material.

1.8 Knots

DEFICIENCY: Depth of Knot exceeds 1/16 inch or size of knot exceeds ½ inch in diameter.

STANDARD: Small surface knots are a normal characteristic of wood cabinetry and moldings.

BUILDER CORRECTION: Repair or replace the specific affected cabinet component, i.e., door, drawer, skin, box, molding, etc. All reasonable efforts will be made to match the original surface texture and finish color as closely as practical and possible, but ***Builder*** **does not guarantee an exact match**. Proper and acceptable completion of the repair finish will be determined by the *Builder* representative's inspection.

1.9 Malfunctions

DEFICIENCY: Any operating part does not properly function as a result of improper design, defective materials, or an incorrect method of installation.

STANDARD: All operating parts of the cabinetry shall function properly, such as drawer guides, hinges, etc. *Builder* is not responsible for misuse by *Homeowner,* such as overloading drawers, hanging or leaning on doors.

BUILDER CORRECTION: Repair or replace operating parts as required.

1.10 Nail Holes

DEFICIENCY: Exterior nails are not set or have not been puttied flush with surrounding material

STANDARD: All exterior nails will be set and filled flush with putty. Putty should resemble the cabinet color but will still be visible. ***Builder*** **does not guarantee an exact match**. Interior nails and/or screws will be set but will not be filled or puttied.

BUILDER CORRECTION: Set Nails and/or install putty as required. Putty should resemble the cabinet color but will still be visible. *Builder* does not guarantee an exact match.

1.11 Shelves inadequately supported

DEFICIENCY: Length of shelf is not within 1/4 inch of the inside dimension of the cabinet.

STANDARD: Adjustable shelves must be adequately supported by proper fit and supporting hardware.

BUILDER CORRECTION: Replace shelf or shelves with those that meet standard.

1.12 Visible Gaps

DEFICIENCY: Gaps between ceilings and walls exceed 1/8 inch, provided installation of the cabinets is secure.

Gaps between matched door edges exceed parallel alignment by more than 1/8 inch in 3 feet, or the uniformity of any door edge gap in comparison to any other exceeds 1/8 inch.

STANDARD: Minor gaps between cabinet components and between cabinets and ceilings/walls will occur due to slight variations of those surfaces, or movement, i.e., caused by shrinkage of the wall, but should not be excessive. Gaps between doors should be uniform and parallel with only minor variation.

BUILDER CORRECTION: Reposition, reinstall, or repair as needed to close or make gap less visible to meet standard. This includes filling with matching filler, adjusting or adding scribe moldings.

1.13 Warpage

DEFICIENCY: Warpage exceeds 1/4 inch over any size door, measured from the face of the frame to the point of furthermost warpage, with the door or drawer in the closed position.

STANDARD: Slight warpage of cabinet doors and drawer faces can be expected due

to the expansion or contraction of the cabinet wood from moisture variation. It should not be excessive. ***Builder*** **is not responsible for caused by *Homeowner* misuse or lack of regular maintenance.**

BUILDER CORRECTION: Correct or replace door or drawer face. All reasonable efforts will be made to match the original surface texture and finish color as closely as practical and possible, but *Builder* does not guarantee an exact match. Proper and acceptable completion of the repair finish will be determined by the *Builder* representative's inspection.

CARPET

This section addresses typical characteristics and problems that might arise with the carpeting in the *Home* and the corresponding warranty performance standards that apply.

2. Color Fading

DEFICIENCY: Not applicable unless cause is determined to be due to manufacturer's defect.

STANDARD: All carpets will slowly lose some color due to natural and artificial forces in the environment.

BUILDER CORRECTION: Please see "Manufactured Products" section

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2. 1 Color Variations

DEFICIENCY: Not applicable, unless it is determined by manufacturer's representative that carpet installed is a different selection than what was selected.

STANDARD: The color of the actual carpet installed may not exactly match the sample used to select the carpet of the same selection. This is due to normal dye lot variations that occur between each mill run of carpet in the manufacturing process.

BUILDER CORRECTION: No action, unless determined that the wrong was installed, in which case replacement will be warranted.

2.2 Carpet fibers detaching

DEFICIENCY: Fibers at carpet edge junctions with other types of flooring come up, such that the backing becomes visible or becomes detached due to lack of or secure fastening.

STANDARD: Carpet edging should be properly secured and fastened by transition strips or tack strips where it meets other types of flooring to prevent fibers from coming loose during normal use. It is normal for loose fibers throughout the carpeting to be found or vacuumed up during the first few months of use after a new installation. NOTE: Type and finish of transition strips will be determined by *Builder* and may vary from house to house.

BUILDER CORRECTION: Repair as needed to meet performance standard.

2.3 Loose or Buckling Carpet

DEFICIENCY: Carpeting becomes loose to the point that it no longer returns to its original position when pulled up or if ripples, buckles or humps become visible. ***Builder*** **is not responsible for** ***Homeowner*** **misuse or neglect, such as excessive shampooing or improper steam cleaning.**

STANDARD: Wall-to-wall carpeting when stretched at installation and secured properly should not come up, become loose, ripple or buckle excessively between its points of attachment. However, it is normal for carpet to loosen slightly as a result of use and changes in the atmosphere.

BUILDER CORRECTION: Re-stretch and secure carpeting as needed. After one-year warranty period, manufacturer's or installer's warranty may apply.

2.4 Manufacturer's defects

DEFICIENCY: Please see "Manufactured Products" section

STANDARD: Please see "Manufactured Products" section. Issues related to the performance of the carpeting, such as premature or excessive wear, ineffective or insufficient stain protection (if applicable), backing delamination, etc., are the responsibility of the manufacturer. Please see "Manufactured Products" section. Whether a manufacturer's defect exists will be determined by the respective carpet mill representative or, if applicable, by an independent certified carpeting inspector.

BUILDER CORRECTION: Please see "Manufactured Products" section

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2.5 Protruding Nails or Tack Strip Tacks

DEFICIENCY: Nails or tack-strip tacks are found protruding

STANDARD: All nails and tack-strip tacks should be completely set. They should not protrude in any way that would allow them to be felt through the carpet fibers in normal use.

BUILDER CORRECTION: Reset or remove as needed.

DEFICIENCY: There are readily visible gaps between the two edges of the carpet backing forming the seam, the spacing between the first rows of fibers on either side of the seam is wider than the normal spacing of the carpet's fiber rows, or the backing of one side of the seam overlaps the other

STANDARD: All properly installed carpet seams are visible to some degree depending on the type, color, location, light exposure and installation of the carpet. Seams that have gaps or excessive separation do not meet the performance standard.

BUILDER CORRECTION: Repair as necessary to correct condition to meet performance standard. May include re-doing seam or trimming (manicuring) seam.

2.7 Shading from Contrasting Grain Directions

DEFICIENCY: There is visible shading from contrasting grain directions.

STANDARD: Carpet may appear slightly shaded as a result of the grain directions of two pieces of carpet being installed perpendicular to each other. This is acceptable unless the seam occurs at a doorway and not within a single room.

BUILDER CORRECTION: Re-lay carpet to bring the grains parallel or replace if amount of material is not adequate. In case of replacement, ***Builder*** **cannot guarantee color match** due to regular manufacturer dye lot changes. For this reason, replacement will be extended to the nearest door opening or other suitable termination point, at ***Builder's*** **discretion**.

2.8 Spots on Carpet

DEFICIENCY: Not applicable, Spots should be noted at time of walk through.

STANDARD: All carpeting should be spot-free at the walk-through. *Builder* is not responsible for any spots in carpets occurring after the walk-through.

BUILDER CORRECTION: No action will be taken unless noted at walk through.

CONCRETE

This section addresses the exterior concrete areas of the *Home.* These areas are the driveway, patios, porches, steps, stoops and walks. (For interior concrete areas of the *Home* and garage, see "Concrete - Foundation" section.) It describes the warranty performance standards for typical characteristics and occasional problems associated with these concrete areas

3. Color Variation

DEFICIENCY: Not applicable.

STANDARD: This occurs naturally in concrete. In addition, when concrete is repaired, the new concrete will vary somewhat from the originally installed concrete. In most cases, color variations will blend in or fade out, but it may take up to five years to do so. Color variation is normal

and within the performance standard. Additionally, curing compounds and compounds applied for frost protection may also discolor concrete.

BUILDER CORRECTION: No action will be taken. *Builder* is not responsible for color variation which is a normal characteristic for both originally installed and repaired concrete.

3.1 Corners Chipped or Broken

DEFICIENCY: Not applicable.

STANDARD: Any exterior concrete slab corners that are chipped or broken should be properly repaired by the *Builder* prior to the walk-through or noted if found at the time of walk-through for correction by the *Builder. Builder* is not responsible for damage caused during installation of landscaping, swimming pool or other *Homeowner* improvements.

BUILDER CORRECTION: No action will be taken. A chipped or broken corner should be noted at the walk-through and properly repaired as a result.

3.2 Cracks

DEFICIENCY: Cracks in concrete porches, stoops, or steps exceed 1/8 inch in average width or perpendicular displacement.

Cracks in patios or stem walls exceed 1/4 inch in average width or perpendicular displacement.

Cracks in driveways or walks exceed 1/4 inch in average width, or perpendicular displacement, unless caused by excessive heavy equipment loading, in which case cracking is not covered by this standard.

STANDARD: Cracking is a normal characteristic of concrete and is typically caused by shrinkage during curing (drying), temperature changes (expansion from heat and contraction from cold), normal moisture variations in the surrounding soils or atmosphere, or normal movement due to settlement. Simply put, concrete cracks. As long as such cracks are less than 1/4 inch, they are generally not a cause for concern. If the widths of such cracks are less than the widths noted at right, no action will be taken. See also Warranty Sections D-8 and D-9 for additional information. *Homeowner* should exercise proper care and use to avoid over watering of surrounding soils, use of heavy equipment such as concrete trucks or moving vans on the concrete (it is not designed for such heavy loads), etc., as they are not covered by this performance standard.

BUILDER CORRECTION: Repair using approved concrete repair methods and materials or replace immediate section(s) involved, as determined by inspecting *Builder's* representative.

3.3 Control Joints/Saw Cuts

DEFICIENCY: Cracks within the control joint exceed 1/4 inch in average width or perpendicular displacement-unless caused by *Homeowner's* excessive heavy equipment loading or over watering, in which case cracking is not covered by this standard.

STANDARD: Control joints are placed in sidewalks, driveways, and some larger porches and patios in order to "control" the randomness of concrete cracking. Joints are usually spaced 4 feet to 8 feet apart but may be as much as 20 feet apart.

BUILDER CORRECTION: Repair using approved concrete repair methods and materials or replace necessary section(s) involved determined by *Builder's* representative.

3.4 Efflorescence

DEFICIENCY: Not applicable.

STANDARD: Occasionally, a white, powdery, crystalline buildup called efflorescence will appear on concrete that is caused by salts in the soil being carried by moisture passing through the porosity of concrete. This is most prevalent in areas where soils have high salt content. Depending on the soils in the area, the occurrence of efflorescence can be minimized, not avoided, with regular cleaning by *Homeowner.* Unless the structural integrity of the driveway is materially impaired during the one-year warranty period by excessive efflorescence, *Builder* will not be responsible for efflorescence, since *it* is caused by naturally occurring elements in the soils and moisture from natural or *Homeowner* sources.

BUILDER CORRECTION: No action will be taken. *Builder* will not be responsible for efflorescence.

3.5 Exposed Aggregate

DEFICIENCY: Aggregate beneath finish surface of concrete is or becomes exposed unless caused (a) by external agents such as salts or chemicals that are beyond the *Builder's* control, (b) by spalling, or (c) otherwise not covered by this performance standard.

STANDARD: All concrete should be finished so that no aggregate is visible, unless concrete is installed with an exposed aggregate finish. Concrete surfaces should not deteriorate to the extent that the aggregate is exposed /or loosened under normal conditions of weathering and use. *Homeowner* should prevent or minimize exposure of the concrete areas to salts (found in alkali soils or used to melt ice in cold weather), harsh chemicals (found in cleaners or pesticides), and other external agents harmful to concrete. *Builder* does not cover “spalling" of concrete under any circumstances.

BUILDER CORRECTION: Repair using approved concrete repair methods and materials.

3.6 Exterior Surfaces too Smooth

DEFICIENCY: Concrete surfaces are left in a too smooth or trowel finished state evidencing unusual slipperiness. This only applies when there is no evidence of "broomed" or non-skid surface finishing. The degree of “broomed” finish applied may vary from light to heavy.

STANDARD: Exterior concrete surfaces should be finished with a "broomed" or nonskid finish, in order to roughen the surface and reduce slipping when the surface is wet.

BUILDER CORRECTION: Resurface using approved concrete repair methods and materials.

3.7 Mildew/Mold/Fungus

DEFICIENCY: Not applicable

STANDARD: These types of growth may cause discoloration if not regularly and properly cleaned and/or treated by *Homeowner* when they appear. They occur naturally due to environmental conditions that are beyond the control of the *Builder.*

BUILDER CORRECTION: No action will be taken.

3.8 Out of Plumb

DEFICIENCY: Variance to plumb exceeds 3/8 inch in any 10-foot measurement or 1 1/2 inches (1.5 inches) over the total height of the structure.

STANDARD: The vertical surfaces and edges of concrete walls, columns, and piers can vary slightly from plumb (vertical straightness). Those variations should be minimal.

BUILDER CORRECTION: Repair using approved concrete repair methods and materials.

3.9 Overspill

DEFICIENCY: When it visibly protrudes from the correct finish-grade level, or exceeds the design dimensions by more than 3 inches.

STANDARD: Overspill of concrete footings, stemwalls, or slabs will occur due to the various methods of forming before placement, but should be controlled to minimum excess.

BUILDER CORRECTION: Remove the excess overspill and restore the finish grade and items affected by the removal to their original condition.

3.10 Protruding Objects

DEFICIENCY: Interior component protrudes from exposed surface of concrete or interferes with proper installation of other materials adjacent to the concrete. This does not include framing hardware that is designed to be embedded in the concrete and protrude to fasten to the framing.

STANDARD: Fastening and reinforcing components, such as nails, rebar, and wire mesh, are interior components of concrete, and should not protrude from any exposed surface of the concrete.

BUILDER CORRECTION: Remove protrusion and repair using approved concrete repair methods and materials.

3.11 Salt or other External Agent Reactions

DEFICIENCY: Not applicable.

STANDARD: *Homeowner* should protect exterior concrete areas from salts (such as alkali in soils), chemicals (from cleaners), or any other external agents that can react and deteriorate concrete which can result in spalling, chalking, pitting, etc. These causes are beyond the control of the *Builder,* and are not covered by these Warranty Standards. (Also see "Efflorescence" in this section.)

BUILDER CORRECTION: No action will be taken.

3.12 Separation at Joints

DEFICIENCY: An expansion joint or a control joint settles, heaves, or separates more than 1/4 inch, not including the installed spacer or expansion joint.

STANDARD: This occurs at joints between two separate concrete slabs (expansion joints), or where joints have been installed in slabs to control cracking (control joints). These joints are designed to allow separation and movement as will often occur with seasonal changes. The performance standard is that minor separation and/or perpendicular displacement should occur at these joints.

BUILDER CORRECTION: Repair using approved concrete repair methods and materials, or replace immediate section involved as determined by inspecting *Building re*presentative.

3.13 Slopes of walkways or Landings

DEFICIENCY: Slope of surface does not carry water away from the building, allows ponding to occur on the walkway, and is less than 1/4 inch per 1foot in slope.

STANDARD: Walkways, stoops, or landings should have a slope that carries water away from the building and prevents ponding of water on the surface.

BUILDER CORRECTION: Remove and replace section(s) of walkway necessary as determined by *Builder's* representative in order to meet standard. ***Builder*** **is not responsible for color variation**, which is a normal characteristic for both originally installed and repaired concrete.

3.14 Stair Dimensions and Steepness

DEFICIENCY: Stair dimensions and/or steepness do not comply with the applicable building code.

STANDARD: Stair dimensions (i.e., tread· widths, riser heights, landing sizes, stairway widths, etc.) and/or steepness will meet the applicable building code requirements in effect at the time the building permit was issued for construction of the *Home* in question.

BUILDER CORRECTION: Stairs will be brought into compliance with applicable building code using approved concrete repair methods and materials.

3.15 Surface Imperfections

DEFICIENCY: They are excessive for the applicable geographic region in which the *Home* is located and caused by installation related problems or compounds used; not the result of aging, weathering, or use by *Homeowner,* which are beyond the control of the *Builder.*

STANDARD: Concrete surfaces should be uniform with only minor variations in texture (as reasonably determined by *Builder* per industry practice). Surfaces should be free of imperfections, such as chalking, pitting, powdering, scaling, or spalling. Fastening and reinforcing components, such as nails, rebar, and wire mesh, are interior components of concrete, and should not protrude from any exposed surface of the concrete.

BUILDER CORRECTION: Repair using approved concrete repair methods and materials.

3.16 Uneven Concrete Slabs

DEFICIENCY: Areas of unevenness exceed 5/16 inch in any direction below a 10-foot-long straight edge.

STANDARD: Except where the slab or portion of the slab has been designed for specific drainage purposes, concrete slabs shall not have excessive pits, depressions, or areas of unevenness.

BUILDER CORRECTION: Repair using approved concrete repair methods and materials.

CONCRETE - FOUNDATION

This section addresses the foundation of the *Home* and describes the warranty performance standards for typical characteristics and occasional problems associated with the foundation concrete. If the foundation has wooden components, those portions are covered in the "Framing" section. Depending on community location and applicable conditions, the foundation is one of three types: conventional slab-on-grade (typically with rebar and wire mesh [or "Fiber mesh"] type reinforcement), post-tension slab-on-grade (utilizing tensioning cables for reinforcement) or raised floor (concrete stem walls supporting elevated flooring).

4. Cracking

DEFICIENCY: A crack in the floor is visible through the flooring material. This only applies to standard non-carpet flooring areas.

Crack exceeds 1/4 inch in average width or perpendicular displacement in standard carpet flooring areas.

Crack exceeds 3/16 inch in average width or perpendicular displacement in garage floor.

STANDARD: Cracking is a normal characteristic of concrete and is typically caused by shrinkage during curing (drying), temperature changes (expansion from heat and contraction from cold), or normal movement due to settlement. Simply put, concrete cracks. As long as such cracks are less than 1/4 inch, they are generally not a cause for concern. If the widths of such cracks are less than the widths noted at right, no action will be taken. Minor cracks are considered normal, unless they are the result of a structural problem (see "Structural Integrity," this section). Cracks should not, however, telegraph through the flooring in standard non-carpet areas.

BUILDER CORRECTION: Repair or replace using approved concrete repair methods and materials.

4.1 Moisture Under Foundation

DEFICIENCY: Excessive standing water is detected under raised floor areas that are directly attributable to improper design, defective materials, or an incorrect method of installation.

STANDARD: Some accumulation of moisture or dampness under raised floor areas is normal, especially during the winter and spring seasons. *Homeowner* should open crawl space vents in the summer and close them in the winter. The Warranty Standard does not cover improper use of crawl space vents, standing water caused by improper landscaping and/or irrigation installed by the *Homeowner,* failure of *Homeowner* or neighboring *Homeowners* to preserve the drainage pattern of the yard grading, or any other *Homeowner* originated causes.

BUILDER CORRECTION: Perform necessary corrective action. *Builder* will not take action if cause is determined to be the result of *Homeowner's* actions, a rise in the underground water table, or a natural spring. If wood components of the foundation have been moistened, open all vents to allow to dry. Replacement is not required unless there is evidence of rotting.

4.2 Out of Plumb

DEFICIENCY: Variance to plumb exceeds 3/8 inch in any 10-foot measurement or 1 1/2 inches (1.5 inches) over the total height of the structure.

STANDARD: The vertical surfaces and edges of concrete walls, columns, and piers can vary slightly from plumb (vertical straightness). Those variations should be minimal.

BUILDER CORRECTION: Repair or replace using approved concrete repair methods and materials.

4.3 Protruding Objects

DEFICIENCY: Interior component protrudes from exposed surface of concrete, or interferes with proper installation of other materials adjacent to the concrete. This does not include framing hardware that is designed to be embedded in the concrete and protrude to fasten to the framing.

STANDARD: Fastening and reinforcing components such as nails, rebar, and wire mesh are interior components of concrete, and should not protrude from any surface of the concrete.

BUILDER CORRECTION: Remove Protrusion and repair or replace using approved concrete repair methods and materials.

4.4 Structural Integrity

DEFICIENCY: Condition indicates a structural problem, or the *Home* becomes unsafe or uninhabitable

STANDARD: Any components· that support a structure must maintain the integrity of the use for which it was designed and constructed.

BUILDER CORRECTION: Perform necessary repairs or replacement to structural elements and related damage per recommendations of a structural engineer.

SLAB ON GRADE FOUNDATION

4.5 Uneven Living Area

DEFICIENCY: Areas of unevenness exceed 1/4 inch in any direction below a 10-foot straight edge. Depressions in floors exceed 1/4 inch in 32 inches.

STANDARD: Floor Slabs Except where a floor or portion of floor has been designed for specific drainage purposes, concrete floor slabs shall not have excessive pits, depressions, or areas of unevenness.

BUILDER CORRECTION: Repair using approved concrete repair methods and materials.

4.6 Uneven Garage Floor Slabs

DEFICIENCY: In addition to excessive pits, depressions or unevenness, separations or cracks exist in the slab and such crack(s) exceeds 1/8 inch in average width or perpendicular displacement on the garage floor.

STANDARD: Concrete floor slabs, such as in the garage, shall not have excessive pits, depressions, or areas of unevenness. Garage floors are poured with a slight downward angle towards doors to allow for drainage.

BUILDER CORRECTION: Repair using approved concrete repair methods and materials.

COUNTER TOPS

This section addresses the various countertops of the *Home,* including granite, Corian, Formica, cultured marble, and ceramic tile. It describes the warranty performance standards as they relate to the typical characteristics and occasional problems associated with all countertop types, or specifically with laminate and ceramic tile countertops.

5. Countertop or Backsplash Is Loose

DEFICIENCY: A countertop or backsplash becomes unreasonably loose or loses adherence· due to improper design, defective materials, or an incorrect method of installation. Coverage is applicable when "one-piece" tops (i.e., combined countertop and backsplash) are utilized.

STANDARD: Countertop and backsplash should be properly secured and adhered to cabinets and/or walls.

BUILDER CORRECTION: Re-secure as necessary.

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5. 1 Joint Separation

DEFICIENCY: Joints separate or displace enough to crack or break joint-filler material or grout filling joint.

STANDARD: Joints between the countertop surface and the backsplash and/or side splash surface and between backsplash panels will be visible, but should not separate or have perpendicular displacement.

BUILDER CORRECTION: Re-caulk, re-grout, or repair as necessary. In the case of tile countertops, *Builder* is not responsible for color variations in replacement tile and grout. All· reasonable efforts will be made to match the tile and grout colors as closely as practical, but because of dye lot differences, *Builder* does not guarantee an exact match. In the event the tile selection/pattern is discontinued, *Homeowner* will need to make a new tile selection. In this case, *Builder* will determine replacement area. *Builder* does not endorse or apply any grout sealer. This is the *Homeowner's* responsibility, even if grout was previously sealed by *Homeowner* before repair.

5.2 Level

DEFICIENCY: Tops are out of level more than 1/4 inch in any 5-foot measurement.

STANDARD: Countertops should be level.

BUILDER CORRECTION: Repair and/or replace to meet standard. In the case of tile countertops, *Builder* is not responsible for color variations in replacement tile and grout. All reasonable efforts will be made to match the tile and grout colors as closely as practical, but because of dye lot differences, *Builder* does not guarantee an exact match. In the event the tile selection/pattern is discontinued, *Homeowner* will need to make a new tile selection. In this case, *Builder* will determine replacement area. *Builder* does not endorse or apply any grout sealer. This is the *Homeowner's* responsibility, even if grout was previously sealed by *Homeowner* before repair.

5.3 Surface or Edge Damage

DEFICIENCY: Not applicable to claims made after *Homeowner* walk-through.

STANDARD: Chips, scratches, and/or gouges in countertop surfaces may occur during construction, during *Homeowner* move-in, or from use after move-in unless noted at time of *Homeowner* walk-through, such claims will be denied. *Builder* is not responsible for surface damage occurring after the walk-through. Chips, scratches or other damage that are reported to the *Builder* no later than the walkthrough will be repaired or replaced.

BUILDER CORRECTION: No action will be taken.

5.4 Natural Stone Counter Tops and other Natural Stone

DEFICIENCY: Not applicable

STANDARD: Natural stone products, including granite countertops, marble flooring and other granite or marble products, are inherently subject to natural variations in shading, markings, patterns and color, and each natural stone product is unique. Furthermore, *Homeowner* is advised that a sample of a natural stone product may vary in appearance when compared to the fully installed natural stone product. *Builder* has no control over the variations in shading, markings, patterns or color, or in the fully installed appearance of natural stone products. *Builder* will not be responsible for any variations in shading, markings, patterns or color, or differences in installed appearances when compared to the sample natural stone products selected by *Homeowner.*

BUILDER CORRECTION: No action will be taken

LAMINATE COUNTER TOPS

5.5 Delamination of Laminate Surface

DEFICIENCY: Laminate surface separates from the substrate due to improper design, defective materials or an incorrect method of installation.

STANDARD: Delamination is the separation of the finish surface veneer from the substrate material (in the case of laminates such as Formica, the substrate is usually plywood). Delamination should not occur. *Builder,* however, is not responsible for *Homeowner* misuse or damage.

BUILDER CORRECTION: Re-glue or replace as necessary.

5.6 Seam Separation

DEFICIENCY: Seams separate or displace more than 1/32 inch on average.

STANDARD: Seams will be visible but should not separate. Seams should be tight, even, and flush.

BUILDER CORRECTION: Repair as necessary; in the case of separation, filling seam with appropriate seam filler.

Decks

This section refers to all exterior wooden decks. This section describes the warranty standards for typical characteristics and occasional problems associated with wooden decks. Decks are not warranted with the exception of structural integrity. This refers to both pressure treated and preserved type wood products.

6. Deck boards and pickets split and crack

DEFICIENCY: Deck boards or railing pickets are splitting and cracking.

STANDARD: Decking boards and pickets are prone to split and or crack as part of the drying out process. This may be kept to a minimum with proper care and maintenance.

BUILDER CORRECTION: No action will be taken. If exception applies, repair as needed.

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6. 1 Structural posts twist or severely crack

DEFICIENCY: Structural posts twist or severely crack.

STANDARD: 4x4 posts are prone to twist and/or crack as part of the drying out

process; however, if sever splitting or cracking occurs that jeopardizes the integrity of the structure a builder's fix may be required.

BUILDER CORRECTION: No action will be taken. If exception applies, repair as needed.

DOORS AND WINDOWS

This section refers to all exterior· doors, interior doors, and the windows of the *Home.* It describes their normal characteristics, occasional problems that occur, and the warranty performance standards that apply to each. (Also see "Manufactured Products" section.)

7. Air, Dust or Moisture Infiltration

DEFICIENCY: Infiltration of air, dust, or moisture is due to a component(s) of the door or window not functioning properly.

STANDARD: Most doors and windows are designed to be operable (i.e., open, close, and have moving parts), and weep moisture (allow condensation or minor penetration by the elements to drain outside). Accordingly, some infiltration of air, dust, or moisture will occur, especially in high wind conditions. This is normal. *Homeowner* should keep weep holes free of dirt buildup and debris, thereby allowing water to drain properly. Periodic adjustment of components, such as weather-stripping and thresholds, may be required and is normal *Homeowner* maintenance.

BUILDER CORRECTION: Correct as needed by adjusting, repairing or replacing component(s) causing problem. *Builder* is not responsible for normal *Homeowner* maintenance.

7.1 Condensation Between Panes

DEFICIENCY: Amounts of condensation are detected between panes-sufficient to obscure 30% of the window surface.

STANDARD: Condensation between panes occurs when the window seal fails, is not acceptable.

BUILDER CORRECTION: Repair or replace as needed to correct condition within the applicable warranty period. After the warranty period, the manufacturer's warranty, if available, may apply.

7.2 Improper Window Covering or Tinted Windows

DEFICIENCY: Improper Window Covering or Tinted Windows Will Void the Warranty. Improper window coverings, tinted window films or coatings (including, but not limited to, aluminum or tin foils) applied by the *Homeowner* will void the warranty. *Builder* is not responsible for problems caused by *Homeowner* additions, misuse, or neglect.

STANDARD: NONE

BUILDER CORRECTION: No Action, Builder is not responsible.

7.3 Condensation or Frost Buildup

DEFICIENCY: Not applicable. This is a naturally occurring condition beyond the control of the *Builder.*

STANDARD: Condensation or frost on interior window surfaces normally occurs when there are gross differences in temperature from inside the *Home* to outside, and/or there are high levels of humidity inside the *Home.* While these occurrences cannot be avoided, *Homeowner* can minimize them by operating fan vents, opening windows, or using dehumidifiers when humidity levels are highest. Note: Regular maintenance is required when condensation occurs to prevent damage to walls and sills surrounding windows.

BUILDER CORRECTION: No action will be taken.

7.4 Delamination of Door Parts

DEFICIENCY: Delamination is detected, unless caused by *Homeowner* lack of maintenance or misuse.

STANDARD: Delamination occurs when an applied surface or other laminated component separates or loses adhesion. *Builder* is not responsible for problems caused by *Homeowner* misuse or neglect.

BUILDER CORRECTION: Repair or replace as needed. After the warranty period, the manufacturer's warranty, if available, may apply.

7.5 Dents in Metal Doors

DEFICIENCY: Not applicable. Any door dents should be noted at the time of the walk-through.

STANDARD: Dents are a result of impacts to the door surface occurring during the construction process, move-in, or from use after move-in. *Builder* is not responsible for dents occurring after the walk-through. Dents that are reported to the *Builder* no later than the walk-through will be repaired. (Doors that cannot be properly repaired will be replaced at the sole discretion of the *Builder.)*

BUILDER CORRECTION: No action will be taken.

7.6 Door Hinge Residue

DEFICIENCY: Not applicable. Door hinge residue is the result of friction caused by lack of lubrication, which is a maintenance responsibility of the *Homeowner.*

STANDARD: Door hinges need to be lubricated periodically. Lack of lubrication (liquid lubrication should be used) will cause friction and wear, which can be visually identified by a black residue (mostly iron metal fragments) that will accumulate at the friction points and possibly fall to the floor. It is the responsibility of the *Homeowner* to maintain the door hinges.

BUILDER CORRECTION: No action will be taken.

7.7 Glass Breakage

DEFICIENCY: Not applicable. Any glass breakage should be reported at the walk-through. Breakage is not warranted after the walk-through, unless it is attributable to improper installation or a product defect.

STANDARD: Breakage occurs from impact to the glass. *Builder* is not responsible for breakage occurring after move-in, unless it is attributable to improper installation or a product defect.

BUILDER CORRECTION: Re-glaze broken window if noted at walk-through; otherwise, no action will be taken, unless it is attributable to improper installation or a product defect.

7.8 Loose or Rattling Fit at Latches Doors

DEFICIENCY: Latches are loose or rattle.

STANDARD: Loose or Rattling Fit at Latches Doors and windows should latch tightly and not be loose or rattle. *Builder* is not responsible for *Homeowner* misuse or damage.

BUILDER CORRECTION: Adjust as needed.

7.9 Manufacturer's Defects

DEFICIENCY: Please see "Manufactured Products" section.

STANDARD: Please see "Manufactured Products" section.

BUILDER CORRECTION: Please see “ Manufactured Products” section

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7.10 Operation of Rollers, Hinges and Other Moving Parts

DEFICIENCY: Operating or moving parts of doors or windows do not function as designed and intended.

STANDARD: Operating and moving parts of doors and windows should function and operate freely and smooth as intended, with no excessive binding, catching, slippage, etc. Regular maintenance is required by *Homeowner* to keep parts operating correctly. *Builder* is not responsible for *Homeowner* misuse or neglect

BUILDER CORRECTION: Parts will be adjusted or replaced as necessary in order to function as designed and intended.

7.11 "Popping" of Acrylic Block Windows

DEFICIENCY: Not applicable.

STANDARD: Acrylic block may make a "popping" sound when they heat up in the summer sun. This is a natural expansion of materials and not of itself a cause for concern.

BUILDER CORRECTION: No action will be taken.

7.12 Raw Wood or Metal Exposed

DEFICIENCY: Not applicable. This is a normal occurring condition, unless it is determined that the door was not painted or stained in accordance with the manufacturer's recommendations.

STANDARD: Occasionally, unpainted, or unstained surfaces will become exposed at the edges of inset panels on exterior doors. This is due to expansion and contraction caused by temperature and moisture changes, which is a normal characteristic of doors. Depending on the type of material the door is made of, frequency of *Homeowner* maintenance will vary but will be needed. *Builder* is not responsible for problems due to *Homeowner* neglect.

BUILDER CORRECTION: No action will be taken.

7.13 Scratched Window Glass

DEFICIENCY: Scratches in window glass can be seen from further than 8 feet away in natural light at time of walk-through

STANDARD: Minor scratches are common in window glass occurring from the manufacturing, shipping or construction process, as well as from normal *Homeowner* cleaning and maintenance activity.

BUILDER CORRECTION: Repair glass if possible; if unable to repair, replace with glass that meets the performance standard.

7.14 Screens not Fitting, Torn or Damaged

DEFICIENCY: Screens have gaps exceeding. 1/4 inch or do not fit as intended by the manufacturer. No action will be taken on tears or other damage not reported at the walk-through.

STANDARD: Screen panels should fit their designated openings properly. *Homeowner* should use caution when removing, cleaning and reinstalling screens as they easily tear, especially with pets or small children. *Builder* is not responsible for tears or other damage to screens occurring after the walkthrough. Tears or other damage items that are reported to the *Builder* no later than the walk-through will be corrected.

BUILDER CORRECTION: Repair or Replace as needed.

7.15 Sliding Patio Door or Screen

DEFICIENCY: Sliding door or screen does not stay on track and cause is due to product or installation problems.

STANDARD: Sliding patio doors and screens should slide properly on their tracks at the time of *Homeowner* walk-through. The cleaning and maintenance necessary to preserve proper operation are a Homeowner responsibility.

BUILDER CORRECTION: Adjust as necessary, if cause is due to product or installation problems; otherwise, no action.

7.16 Spacing Between Door Bottom and Flooring

DEFICIENCY: Door bottom to flooring spacing exceeds **1** 3/4 inches (1.75 inches).

STANDARD: Adequate spacing is required to allow for unobstructed flow of air between rooms when a door is in the closed position. The resulting spacing between the door bottom and any flooring type, however, should not be excessive. This does not include garage service doors. Note: *Homeowner* is advised that, to the extent *Homeowner* is adding or modifying flooring, *Homeowner* is responsible for maintaining sufficient spacing to allow for unobstructed flow of air and closing of the door.

BUILDER CORRECTION: Make correction as necessary to meet standard. However, if *Homeowner* has added or modified flooring, *Builder* will not be responsible to make any corrections necessary to meet the standard.

7.17 Split in Door Panel (Wooden Doors)

DEFICIENCY: Split in door panel is allowing visible light through the door. Other manufacturer's warranties may apply.

STANDARD: Some splitting is normal and should be expected. Splits in panels should not allow light to be visible through the door. Certain types of doors require periodic *Homeowner* maintenance. *Builder* is not responsible for splits caused by *Homeowner's* lack of maintenance or neglect.

BUILDER CORRECTION: Fill the split and match paint or stain finish as closely as is practical and possible. An exact match is not guaranteed. The door panel may be replaced at the sole discretion of the *Builder's* representative.

7.18 Swelling

DEFICIENCY: Door swells to the point it binds or may be damaged by continued use.

STANDARD: For doors exposed to weather, swelling can occur. This is caused by the normal absorption and release of moisture of the door's wood components. The resulting expansion and contraction may cause noticeable variations in the fit and operation of the door. This is a normal characteristic of doors with wooden components. Doors, however, should be installed with adequate reveals to allow for these variations, so the operation of the door is not impaired from normal use.

BUILDER CORRECTION: Correct by making adjustments as needed to meet standard.

7.19 Warpage of Doors

DEFICIENCY: Door becomes inoperable, ceases to be weather resistant, or exceeds 1/4 inch measured vertically, horizontally, or diagonally from comer to comer.

STANDARD: Minor warping; cupping, bowing or twisting of doors, especially exterior doors, will occur due to temperature differentials on inside versus outside surfaces. Doors should not warp to the extent that they become inoperable or cease to function properly.

BUILDER CORRECTION: Correct or replace and refinish to match existing doors as near and as close as practical.

DRYWALL

This section addresses all of the drywall areas of the *Home.* Drywall is also known as sheetrock and gypsum board. This section describes the warranty performance standards for typical characteristics and occasional problems associated with drywall.

8. Bowed, Uneven or Wavy Surfaces

DEFICIENCY: Areas of unevenness exceed 1/4 inch in any direction under a 6-foot straight edge.

STANDARD: All drywall surfaces have slight variations due to the drywall's flexibility, the material it is fastened to, other components installed in the wall behind the drywall, such as plumbing pipes or framing hardware, or the type and amount of joint compounds and tapes used. Humps and/or dips can be visible from different angles or in various types of light, but are considered normal if not greater than the tolerance specified.

BUILDER CORRECTION: Repair as needed to bring the variance to within the standard. All reasonable efforts will be made to match the original surface texture and finish color as closely as practical and possible, but *Builder* does not guarantee an exact match. Proper and acceptable completion of the repair finish will be determined by the *Builder representative's* inspection.

8.1 Cracking

DEFICIENCY: Cracks exceed 1/8 inch m separation, unless caused by *Homeowner* damage or neglect, or cracking is considered excessive by *Builder's* representative.

STANDARD: Cracks in drywall are a common characteristic and are typically caused by normal shrinkage of lumber to which the drywall is attached, settlement of the *Home,* or temperature variations from the changes of the seasons or the *Home's* heating and cooling system. They will typically occur at framing or drywall joints, comer bead locations or other areas prone to movement. Minor cracking is to be expected and is considered to be normal *Homeowner* maintenance.

BUILDER CORRECTION: The Builder shall repair cracks exceeding 1/8 inch in width one time only during the warranty period and repaint the repaired area. Builder is not responsible for color variations in the paint or texture variation. Cracks less than 1/8 inch, are considered homeowner maintenance..

8.2 Crowning or Shadowing

DEFICIENCY: Crowning of joint exceeds 1/8 inch as measured with a 12-inch broad knife placed over the center of the joint.

STANDARD: Crowning is when a drywall joint is excessively higher than the plane of the drywall board on each side. All joints should be finished in such a manner that the center of the joint is only slightly higher than the

plane of the drywall board surface using the proper amount of joint compound and finished with a wide flat edge. (Also see "Bowed, Uneven, or Wavy Surfaces" in this section.)

BUILDER CORRECTION: Repair as necessary to comply with standard. All reasonable efforts will be made to match the original surface texture and finish color as closely as practical and possible, but *Builder* does not guarantee an exact match. Proper and acceptable completion of the repair finish will be determined by the *Builder* representative's inspection

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8.3 Nail Pop

DEFICIENCY: Four (4) or more nail or screw pops occur in close proximity.

STANDARD: This occurs when the head of a nail or screw pops through the drywall's finished surface, due to the contraction and expansion of the lumber the drywall is nailed to. It is a normal characteristic of drywall and the *Homeowner's* responsibility to repair as needed. Numerous nail or screw pops in close proximity are not acceptable and require repair by the *Builder.*

BUILDER CORRECTION: A one-time-only repair when 4 or more nail or screw pops occur in close proximity. All reasonable efforts will be made to match the original surface texture and finish color as closely as practical and possible, but *Builder* does not guarantee an exact match. If *Homeowner* has repainted with custom color or added wallpaper, *Homeowner is* responsible for repainting and/or re-wallpapering.

8.4 Surface Imperfections

DEFICIENCY: Imperfections can be readily observed by visual inspection from no less than 5 feet away without resorting to artificial light placement.

STANDARD: In addition to the drywall itself, nails, corner bead, drywall compound, tape and texture also make up the materials that comprise what is visible as "finished" drywall. Slight imperfections, such as, but not limited to, nail head dimples, blisters in tape, seam lines, trowel marks, and variations in texture as a result do occur and are considered acceptable variations.

BUILDER CORRECTION: Repair/patch problem area as needed. All reasonable efforts will be made to match the original surface texture and finish color as closely as practical and possible, but *Builder* does not guarantee an exact match. Proper and acceptable completion of the repair finish will be determined by the *Builder* representative's inspection.

ELECTRICAL SYSTEM and FIXTURES

This section refers to the electrical system and light fixtures of the *Home.* Normal characteristics, occasional problems, and warranty performance standards that apply to them, are listed and defined. *(Also* see "Manufactured Products"

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9. Air Infiltration Around Electrical Outlets

DEFICIENCY: Air infiltration is excessive as determined by an inspection by *Builder's* representative.

STANDARD: Electrical outlet boxes are backed by the exterior wall of the *Home,* which may allow some air inrI1tration to occur. This is normal and not considered to be a defect.

BUILDER CORRECTION: Seal affected outlet boxes as necessary to abate excessive air infiltration.

9.1 Bulbs Burned Out

DEFICIENCY: Not applicable. Exceptions apply if fixture is found to be defective.

STANDARD: *Builder* cannot guarantee the life of light bulbs. The *Home* should be furnished with functioning light bulbs at the time of walk-through. *Builder* is not responsible for burned-out light bulbs occurring after the walkthrough. Those light bulbs provided by the *Builder* that are reported as burned out no later than the walkthrough will be replaced.

BUILDER CORRECTION: No action will be taken. If exception applies, repair or replace fixture as needed and provide new bulbs

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9.2 Circuit Breakers Tripping

DEFICIENCY: Breakers kick off excessively or fuses blow as a result of improper workmanship and/or materials used. Criteria is based on the applicable local, state, and approved National Fire Protection Association's electrical codes, or problem is directly attributable to improper design, defective materials or an incorrect method of installation.

STANDARD: Circuit breakers are designed to trip ("pop" or "kick off') to protect the *Home* from power surges, overloading of the circuits, etc. They should not activate under normal usage. Repeated occurrences may indicate a malfunction or other problem. *Homeowner* should use caution not to improperly use or overload circuits.

BUILDER CORRECTION: Correct as needed to meet code requirements.

9.3 Ground Fault Interrupter (GFI) Trips

DEFICIENCY: GFI breaker does not meet applicable local, state, and approved National Fire Protection Association's electrical codes, or problem is directly attributable to improper design, defective materials, or an incorrect method of installation.

STANDARD: GFIs are sensitive safety circuit breakers designed to protect against electrical shock. This is why they are typically installed in the areas of the *Home* that are exposed to water during normal use and are very easy to trip. Freezers, refrigerators, or other appliances requiring constant electrical flow should not be plugged into GFl circuits.

BUILDER CORRECTION: Correct as needed to meet code requirements.

9.4 Lights Dimming

DEFICIENCY: **Not applicable**. Dimming lights or other noticeable momentary power drains are normal and characteristic when appliances or other equipment on the circuit start up. Circuitry should meet the applicable local, state, and approved National Fire Protection Association's electrical codes for installation and material requirements. *Builder* will only be responsible for problems directly attributable to improper design, defective materials or an incorrect method of installation.

STANDARD: Occasionally, a momentary dimming of lights or other signs of power drains on an electrical circuit can be detected. These occur typically when an appliance is turned on, an air conditioning unit starts up, or some other instantaneous draw of electrical current is required. This is a normal characteristic of the electrical circuits and does not indicate a defective condition. Attention and caution should be used by *Homeowner* not to overload circuits beyond their capacity.

BUILDER CORRECTION: Correct as needed to meet code requirements

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9.5 Lights Flickering

DEFICIENCY: Flickering occurs due to a problem directly attributable to improper design, defective materials or an incorrect method of installation.

STANDARD: Lights should not flicker with normal use. *Homeowner* should exercise proper care and use to avoid overloading circuits and fixtures. For example, this usually occurs when more appliances than the design circuit load allows are plugged into a circuit, or oversized light bulbs are used.

BUILDER CORRECTION: Correct as needed

9.6 Noisy Exhaust Fans

DEFICIENCY: Fan blade hits the casing, is impeded by obstructions that cause unintended noise or vibration, or is directly attributable to improper design, defective materials, or an incorrect method of installation.

STANDARD: Fans should operate as intended, without excessive vibration or rattling. On occasion, wind may cause a slight vibration of vent flaps, which is a normal occurrence.

BUILDER CORRECTION: Repair or replace as needed.

9.7 Scratched/Damaged Fixtures or Cover plates

DEFICIENCY: Not applicable. Any scratches or damaged fixtures should be reported at the walk-through.

STANDARD: *Builder* is not responsible for scratches or other damage to fixtures occurring after the walk-through. Scratched or damaged fixtures that are reported to the *Builder* no later than the walk-through will be repaired or replaced.

BUILDER CORRECTION: No action will be taken

9.8 Smoke Detectors

DEFICIENCY: Problem is attributable to improper installation or defective parts.

STANDARD: Smoke detectors should not fail. *Builder* warrants against problems related to improper installation or defective parts. Smoke detectors do, however, require regular *Homeowner* maintenance, such as replacing batteries and cleaning regularly in order to function properly. If not properly and routinely maintained, smoke detectors may intermittently "beep," fail to operate, or false alarms may occur that are not the result of faulty components. *Builder* is not responsible for *Homeowner* lack of maintenance or neglect.

BUILDER CORRECTION: Replace defective unit

9.9 Tarnished Fixtures

DEFICIENCY: Tarnishing is determined to be caused by defective surface or sub-surface finish by *Builder's* representative.

STANDARD: Finish of fixtures should not tarnish with normal use. Some cleansers may cause fixture finish to tarnish. *Homeowner* should note that in regions in which "hard" water is provided, fixtures will tarnish readily if water is left standing on fixtures after use. *Builder* is not responsible for *Homeowner's* improper cleaning, failure to clean or other neglect.

BUILDER CORRECTION: Replace if determined to be defective finish. No action will be taken if problem is related to *Homeowner's* improper cleaning or neglect.

9.10 Wiring not Carrying Designated Load

DEFICIENCY: Wiring does not carry design load as determined by applicable local, state, and approved National Fire Protection Association's electrical codes, or problem is directly attributable to improper design, defective materials, or an incorrect method of installation.

STANDARD: All wiring in the *Home* is rated to carry a design load specified by the manufacturer. All wiring should perform to this standard under normal residential use.

BUILDER CORRECTION: Correct as needed to meet code requirements.

FIREPLACES and DECORATIVE GAS APPLIANCES

This section refers to any fireplaces or decorative gas appliances that may be installed in the *Home*. To differentiate, a fireplace will be defined as any unit designed and equipped to burn combustibles (wood, paper, etc.) in addition to gas. A decorative gas appliance will be defined as those units that aesthetically resemble fireplaces but are designed exclusively to burn gas only. This section describes the attributes and the warranty performance standards that apply to each of them. (Also see "Manufactured Products" section.)

10. Cracks in Refractory Panels

DEFICIENCY: Does not meet manufacturer's warranty standards. Please refer to "Manufactured Products" section.

STANDARD: Panels should not crack' or separate with normal use of product. *Homeowner* should exercise proper care and use by avoiding the use of synthetic logs or other materials not approved by the manufacturer that will cause excessive heat and refractory panel cracking. *Builder* recommends that *Homeowner* uses only seasoned hardwood in fireplaces.

BUILDER CORRECTION: Please refer to "Manufactured Products" section.

10.1 Gas Leaks

DEFICIENCY: Gas leak is detected.

STANDARD: Gas leaks should not occur. *Homeowner* should shut off appliance and/or gas source, open windows, and contact local gas utility immediately.

BUILDER CORRECTION: Repair or replace as necessary.

10.2 Malfunction of Decorative Gas Appliances

DEFICIENCY: Does not meet manufacturer's warranty standards. Please refer to "Manufactured Products" section.

STANDARD: Decorative gas appliances should function as represented and intended by the manufacturer. *Homeowner* should exercise proper care and use to avoid making any alterations that deviate from the manufacturer's recommendations.

BUILDER CORRECTION: Please refer to "Manufactured Products" section.

10.3 Manufacturer's Defects

DEFICIENCY: Please see "Manufactured Products" section.

STANDARD: Please see "Manufactured Products" section. Note: Each unit is designed" to function differently, depending upon the manufacturer's specifications and, depending upon the model, some units create heat, while other units do not. Color and height of flame will vary from one unit type to another.

BUILDER CORRECTION: Please see "Manufactured Products' section.

FRAMING

This section addresses the framing or rough carpentry components of the *Home* These include materials made predominately of rough lumber products like beams, joists, posts, rafters, studs, and trusses, and do not include interior finish wood products like casings or trim. This section covers the typical characteristics and problems that arise from time to time,.

11. Bowed, Uneven or Wavy Surfaces

DEFICIENCY: Walls bow more than 1/4 inch out of line within any 6-foot horizontal or vertical measurement as measured from the center of the bow or depression.

STANDARD: All interior and exterior framing surfaces have slight variations. These can be caused by variations in the natural materials used, methods of installation, or components inside the wall, such as plumbing, piping, or framing hardware. Minor bows and uneven or wavy surfaces are normal and to be expected.

BUILDER CORRECTION: Repair as needed to bring the variance to within the standard.

11.1 Checking and Warping

DEFICIENCY: Cracks exceed 3/8 inch in width.

STANDARD: All wood beams and posts (interior and exterior) are subject to checking (splitting) and warping (twisting, bowing, or cupping) as they dry out. As the wood increases in thickness, the tendency to check or warp *also* increases. These characteristics are normal within the performance standard tolerance stated, unless they affect the structural integrity of the framing member, or interfere with the purpose for which it was installed (see "Structural Integrity" in this section).

BUILDER CORRECTION: Repair and/or replace as needed.

11.2 Floor Squeaks/Sub-floor Loose

DEFICIENCY: The wood floor squeaks or the subfloor appears loose or popping.

STANDARD: All wooden floors produce slight noises like faint creaking or squeaking. This is understandable, given the large number of separate elements that are fitted and fastened together, and the amount of movement (flexing) the structure is designed to accommodate. Seasonal changes in temperature and/or humidity can also cause creaking or squeaking. No floor is squeak-proof. Slight floor noises are considered normal and not covered by this standard.

BUILDER CORRECTION: Should a floor pop (indicating a loose floorboard) appear during the first year of the warranty period that is persistent or excessive, Builder will evaluate one time during the one-year warranty period.
NOTE: Carpeting may have to be cut at a seam in order to affect sub-floor repairs.

11.3 Out of Level, Plumb or Square

DEFICIENCY: Variance to level, plumb, or square exceeds 1/4 inch in any 6-foot measurement.

STANDARD: Walls and surface edges at openings, corners, sills, shelves, etc. can vary slightly from level (horizontal), plumb (vertical), or square (perpendicular or at a 90° angle). These variations should be minimal.

BUILDER CORRECTION: Repair as needed to bring the variance within the standard. All reasonable efforts will be made to match the original surface texture and color as closely as practical. and possible, but *Builder* does not guarantee an exact match. Proper and acceptable completion of the repair finish will be determined by the Builder representative's inspection.

11.4 Stair Dimensions and Steepness

DEFICIENCY: Stair dimensions and/or steepness do not comply with the applicable building code in effect at the time the building permit was issued for construction of the *Home.*

STANDARD: Stair dimensions and/or steepness will meet the applicable building code requirements in effect at the time the building permit was issued for construction of the *Home.*

BUILDER CORRECTION: Stairs will be brought into compliance with applicable building code.

11.5 Structural Integrity

DEFICIENCY: Condition indicates a current or potential problem that may compromise the structural integrity of the *Home.*

STANDARD: Any structural framing members, those that directly or indirectly support the frame structure, must maintain the integrity of the use it was designed and constructed for. The specifications of the structural lumber used in the *Home* designate sizes and lengths necessary to carry the loads for which they were intended.

BUILDER CORRECTION: Perform necessary repairs or replacement to structural elements and related damage.

GARAGE DOORS

This section refers to the garage doors in the drive-through openings of the garage. (See "Doors and Windows" section for other regular doors.) It describes the normal characteristics, occasional problems that occur; and the warranty performance standards that apply to each. (Also see "Manufactured Products" section.)

12. Dents in Metal Doors

DEFICIENCY: **Not applicable.** Any door dents should be noted at the time of the Walk-through.

STANDARD: Dents are the result of impacts to the door surface occurring during the construction process, move-in, or from use after move-in. *Builder* is not responsible for dents occurring after the walk-through. Dents that are reported to the *Builder* no later than the walk-through. will be repaired. Doors that cannot be properly repaired will be replaced at the sole discretion of the *Builder*

BUILDER CORRECTION: No action will be taken.

12.1 Garage Door Opener Adjustments

DEFICIENCY: **Not applicable.** *Builder* will not adjust garage door opener after walk-through demonstration. Exceptions apply if problem is attributable to improper installation or defective parts used.

STANDARD: Garage door openers (if installed by *Builder)* will be demonstrated at *Homeowner* walk-through. It is the *Homeowner's* responsibility to maintain tracks, rollers, chains, sensors, etc., to ensure smooth operation. *Builder* is not responsible for adjustments occurring after the walk-through. Needed adjustments that are reported to the *Builder* no later than the walk-through will be made.

BUILDER CORRECTION: No action, unless exceptions apply.

12.2 Garage Door or Garage Door Opener Malfunctions

DEFICIENCY: Garage door fails to operate correctly unless problem is caused by a garage door opener, or other device installed by *Homeowner,* misuse, or other actions by *Homeowner.*

STANDARD: Garage doors and garage door openers should operate as intended with normal use. If garage door opener is installed by *Builder,* manufacturer warranties apply. Note: New obstruction sensor devices (if applicable) should not be blocked or bumped. *Builder* cannot be responsible for *Homeowner* misuse or problems caused by garage door openers or other devices installed by *Homeowner.* Read manufacturer's warranty. *Homeowner's* installation of certain devices (e.g., openers) may void manufacturer's warranty.

BUILDER CORRECTION: Adjust or repair as needed.

12.3 Leakage at Garage Door

DEFICIENCY: Gaps around garage door exceed *3/4* inch, and it is determined that the door does not meet the manufacturer's installation recommendations. *Builder* is not responsible for *Homeowner* misuse or problems caused by garage door openers or other devices installed by *Homeowner.*

STANDARD: A garage door that is properly installed per manufacturer's specifications will provide reasonable weather protection but not weatherproofing. Minor leakage of rain, snow, dust, or wind is common and to be expected, especially under unusual or significant weather conditions.

BUILDER CORRECTION: Repair as needed.

HARDWARE

This section refers to all hardware items in the *Home*, such as doorknobs, latches, hinges, locks, door bumpers, etc. It addresses typical characteristics and occasional problems associated with hardware. (Also see "Manufactured Products" section.)

13. Door Hinge Residue

DEFICIENCY: **Not applicable.** Door hinge residue is the result of friction caused by lack of lubrication which is a maintenance responsibility of the *Homeowner.*

STANDARDS: Door hinges need to be lubricated periodically. Lack of lubrication (liquid lubrication should be used) will cause friction and wear, which can be visually identified by a black residue (mostly iron metal fragments) that will accumulate at the friction points and possibly fall to the floor. It is the responsibility of the *Homeowner* to maintain the door hinges.

BUILDER CORRECTION: No action will be taken.

13.1 Finish Deterioration

DEFICIENCY: Finish deteriorates due to material defect(s).

STANDARD: Finish should not deteriorate during the one-year warranty period. However, *Builder* is not responsible for: (a) deterioration caused by chemicals used by *Homeowner* in cleaning; (b) deterioration caused by scratched or chipped lacquer finish coating; nor (c) deterioration to finishes on exterior fixtures or hardware caused by exposure to outdoor elements, such as salt air, humidity, etc

BUILDER CORRECTION: Replace as necessary.

13.2 Operation of Door

DEFICIENCY: Hardware does not function as intended.

STANDARD: All hardware should perform easily, smoothly and as intended, without catching, binding or requiring excessive force to operate.

BUILDER CORRECTION: Repair or replace as necessary.

13.3 Scratches & Dings

DEFICIENCY: **Not applicable.**

STANDARD: Scratches or dings may occur during the construction period, move-in, or after move-in from *Homeowner* use. *Builder* is not· responsible for scratches, dings, or other damage occurring after the walk-through. Damage that is reported to the *Builder* no later than the walk-through will be corrected by repairing or replacing affected item(s).

BUILDER CORRECTION: No action taken.

HEATING and COOLING

This section addresses the heating and cooling system(s) of the *Home,* as applicable. (Some areas do not have cooling systems installed as a standard.) The system(s) is also known as the air conditioning or HV AC (heating, ventilation and air conditioning) system.

14. Appliance Venting (Kitchen Hood, Dryer)

DEFICIENCY: Venting does not meet manufacturer's or code requirements.

STANDARD: Vents should provide for unobstructed release of air. No screens or attachment screws should impede air flow or catch debris (lint, grease). Backdraft dampers should be installed and function as intended. Vents should meet manufacturers and Uniform Building Code requirements on size, diameter, length, elbows, etc., whichever apply. If both apply, the manufacturer's requirements take priority

BUILDER CORRECTION: Repair as necessary to meet requirements.

14.1 Compressor Failure

DEFICIENCY: Compressor fails during one-year warranty period.

STANDARD: Compressor should not fail within the one-year warranty period. Compressor failure beyond the year of warranty may be covered by the warranty from the manufacturer. Please read the warranty information provided by the manufacturer for exact conditions and terms of this extended warranty.

BUILDER CORRECTION: Repair/replace as necessary

14.2 Condensation Lines Clogged Up

DEFICIENCY: Condensation line blockage is due to construction debris or other original construction-related cause.

STANDARD: The cooling system produces condensation and must be drained off through condensation drain lines. On occasion, over the life of the *Home,* debris from the attic (where unit is installed in the attic), or from the system itself, may clog the condensation lines. Condensation line blockages not caused by construction debris are the responsibility of the *Homeowner.*

BUILDER CORRECTION: Clear line to re-establish unobstructed condensation flow.

14.3 Cooling Is Inadequate

DEFICIENCY: The cooling system cannot maintain a temperature of 78°F as measured 5 feet above the center of the floor of any room. Slight variations in temperature from this standard of up to 6°F difference are acceptable between rooms.

STANDARD: The cooling system should maintain a comfortable temperature in the *Home,* but in cases of grossly different heat, can only maintain a constant differential from the outside temperature, which can be higher than the optimum inside temperature desired by the *Homeowner.* Some minor adjustments and maintenance, such as balancing dampers and registers, and replacing filters, are the responsibility of the *Homeowner.*

BUILDER CORRECTION: Correct the system as needed

14.4 Heating is Inadequate

DEFICIENCY: The heating system cannot maintain a temperature of 68°F as measured 5 feet above the center of the floor of any room. Slight variations in temperature of up to 6°F difference are acceptable between rooms.

STANDARD: The heating system should maintain a comfortable temperature in the *Home.* Some minor adjustments and maintenance, such as balancing dampers and registers, and replacing filters, are the responsibility of the *Homeowner*

BUILDER CORRECTION: Correct the system as needed.

14.5 Leak in Refrigerant Lines

DEFICIENCY: System loses ability to cool as a result of loss of refrigerant, and cause of leak is not due to *Homeowner* misuse or neglect.

STANDARD: One of the key elements that enables the cooling system of the *Home* to cool is refrigerant. It should be completely contained within the system and not leak. From time to time, refrigerant will require refilling even though no leak has occurred.

BUILDER CORRECTION: Repair cause of leakage, restore refrigerant to required levels, and restart cooling system to ensure proper operation.

14.6 Noises from Ductwork

DEFICIENCY: A loud popping noise (also known as "oil canning") occurs

STANDARD: Noises occur in the heating and cooling system due to the flow of air, its velocity, and from the heating and cooling of the ductwork. This often can be heard as a "ticking" or "crackling" sound, and is a normal characteristic of the system.

BUILDER CORRECTION: None.

14.7 Thermostat Calibration

DEFICIENCY: Temperature differential between thermostat and actual room temperatures exceeds 6°F.

STANDARD: Depending on the make and model of the thermostat, slight temperature variations (actual temperature compared to temperature indicated on thermostat read-out) are common and acceptable if not excessive.

BUILDER CORRECTION: Repair or replace thermostat as required.

Insulation

This section covers all insulating material.

15. Insulation Coverage

DEFICIENCY: Insulation coverage's do not meet requirements or conditions of approved building plans, specifications, and applicable energy and/or building codes

STANDARD: Insulation will be installed in accordance with approved building plans, specifications, and in accordance with all applicable energy and/or building codes. If inadequate insulation is suspected by the *Homeowner* and inspection shows this is not the case, the cost of the inspection and any consequential repairs will be the *Homeowner's* responsibility (i.e., custom paint or other wall coverings). *Builder's* Warranty does not cover noise attenuation claims under any circumstances.

BUILDER CORRECTION: Install insulation as required to meet standards. Make all necessary consequential repairs to drywall and paint. However, *Homeowner* is fully responsible for the cost of restoring custom paint and/or other wall coverings.

IRONWORK

This section covers all exterior ironwork, including iron gates, decorative elevation ironwork, balcony/porch railings and fencing iron.

16. Exterior Ironwork Rusts

DEFICIENCY: Excessive rust occurs during the warranty period due to failure of the protective finish on the iron, or problem is directly attributable to defective materials or an incorrect method of installation.

STANDARD: Ironwork exposed to the elements should not exhibit rust or other deterioration during the warranty period. *Builder* is not responsible for *Homeowner* misuse or neglect, i.e., sprinkler water directed at iron, chipping or scratching of the protective finish, etc.

BUILDER CORRECTION: Repair as necessary

IRRIGATION and LANDSCAPING

This section refers to the irrigation system and landscaping of the *Home,* if installed by the *Builder.* It addresses the typical characteristics and occasional problems associated with them, as well as the applicable warranty performance standards.

17. Broken, Clogged or Malfunctioning Sprinkler Heads

DEFICIENCY: **Not applicable**. Exceptions apply if the problem is directly attributable to improper installation or defective parts used by *Builder.*

STANDARD: Heads should spray evenly in intended pattern (i.e., 90°, 180°, 360°, etc.). *Homeowner* should regularly check, maintain, and repair irrigation system components. *Builder* is not responsible for broken, dogged or malfunctioning sprinkler heads 'beyond 30 days from walk-through or close of escrow, whichever occurs first. Problems attributable to installation that are identified no later than 30 days after the walk-through will be corrected.

BUILDER CORRECTION: No action will be taken, unless exception applies to which problem will be repaired or replaced. *Builder* will repair during first 30 days as a courtesy unless caused by neglect or a failure of *Homeowner* maintenance or by other Warranty exclusions.

17.1 Coverage of Sprinklers

DEFICIENCY: **Not applicable**. Exceptions apply if the problem is directly attributable to improper installation or defective parts used by *Builder.*

STANDARD: Coverage should be complete and thorough, supplying full coverage of intended area without encroaching on neighboring property. *Homeowner* should regularly check, maintain and repair irrigation system components; *Builder* is not responsible for problems with sprinkler

coverage occurring after the walk-through. *Homeowner* is reminded that sprinkler coverage should not spray on *Home* walls and fences. *Builder* has no control over the backyard landscaping and/or watering practices of *Homeowner.*

BUILDER CORRECTION: No action will be taken, unless exception applies to which problem will be repaired or replaced.

17.2 Dead Trees or Plants

DEFICIENCY: **Not applicable**, unless *Builder* representative determines plants and/or trees to have been delivered to *Homeowner* in an unhealthy or diseased condition.

STANDARD: After the *Homeowner* walk-through, the growth and stability of trees and plants is beyond the *Builder's* control. *Builder* wll not warrant landscaping beyond close of escrow or move-in, whichever occurs first.

BUILDER CORRECTION: No action will be taken, unless *Builder* representative determines replacement is justified.

17.3 Freeze Damage

DEFICIENCY: **Not applicable.**
STANDARD: *Homeowner* is responsible to take precautionary measures to prevent freeze damage. *Builder* is not responsible for damage due to freezing.

BUILDER CORRECTION: No Action will be taken

17.4 Leaks in the System

DEFICIENCY: **Not applicable.** Exceptions apply if the problem is directly attributable to improper installation or defective parts used.

STANDARD: *Builder* does not warrant sprinkler system beyond 30 days after the walk-through or close of escrow, whichever occurs first, unless defective materials or parts are determined to have caused the leak.

BUILDER CORRECTION: No action will be taken, unless exception applies to which problem will be repaired or replaced.

17.5 Rock Efflorescence or Deterioration

DEFICIENCY: **Not applicable.**

STANDARD: Landscape rock or related materials are natural substances and subject to deterioration. Some rock types break down faster than others do. The rate of deterioration can be affected by the mineral content of the soil and water. Soils that have high salt (alkali) content can further accelerate the

deterioration of the 'rock. As such, *Builder* does not warrant effects of efflorescence or deterioration.

BUILDER CORRECTION: No Action will be taken.

MANUFACTURED PRODUCTS

This section refers to the Equipment in the *Home* that has applicable manufacturer's warranties and/or manufacturer'1 specifications for installation, maintenance, use and performance that provide the basis for interpretation of *Builder* warrantability and action to be taken. The provisions of which are controlling, warranty service may be provided directly by the manufacturer, manufacturer's representative, the *Builder,* or the *Builder's* installer, depending on the product, the type of problem, *and* when the problem is addressed.

18. Defects

DEFICIENCY: Does not meet manufacturer's warranty standards

STANDARD: Manufacturer related defects attributable to the materials used, the manufacturing process, or failure to perform as defined by the manufacturer's warranty, are the responsibility of the manufacturer. In such event, specific coverage is determined by the manufacturer's warranty. *Builder* does not warrant in any manner those items covered by their respective manufacturer's warranty.

BUILDER CORRECTION: Action will be taken by manufacturer or manufacturer's representative. No action will be taken by the *Builder.* Manufacturer defects are the responsibility of the manufacturer and not the *Builder.* Certain manufacturers' warranties apply after the one year warranty period to which the *Homeowner* is entitled under the Warranty Agreement. Careful review of these warranties for terms and periods of coverage is advised.

18.1 Lack of Response or Service

DEFICIENCY: Manufacturer or representative does not respond reasonably or provide competent service.

STANDARD: Manufacturer or manufacturer's representative should respond in a reasonable amount of time and provide competent service.

BUILDER CORRECTION: *Builder* will assist *Homeowner* and act as liaison to expedite warrantable service requests. Any action by *Builder* to assist *Homeowner* is done strictly as a courtesy. *Builder* does not warrant in any manner or assume any responsibility by assisting· *Homeowner* for those items covered by *Homeowner's* respective manufacturers' warranties.

MASONRY

This section refers to all nonstructural block walls, also known as Concrete Masonry Units, walls, exterior masonry veneer such as brick, stone, or other materials set with mortar or similar concrete adhesive mixtures.

19. Broken or Loose Blocks & Bricks

DEFICIENCY: No action will be taken after walkthrough. Exceptions apply if problem is directly attributable to improper design, defective materials, or an incorrect method of installation.

STANDARD: Blocks or bricks should not be broken or be loose. Brick walls should be examined at time of walk-through for looseness or damage. *Builder* is not responsible for damage reported after walk-through.

BUILDER CORRECTION: Repair or replace as necessary

19.1 Color, Shading, Size and Shape Variation

DEFICIENCY: In the determination of the *Builder's* representative, block or brick size, shape or color variations detract from the intended finish appearance of the wall or veneer.

STANDARD: Masonry blocks and bricks will have slight variations in color, size and shape. Some materials vary more than others do. Certain variations are often intentional to add to the character of the material.

BUILDER CORRECTION: Repair as Needed

19.2 Efflorescence

DEFICIENCY: **Not applicable**.

STANDARD: Occasionally, a white, powdery, crystalline buildup called efflorescence will appear on masonry walls which is caused by water soluble salts in the soil being carried by moisture passing through concrete. Depending on the soils in the area, the occurrence of efflorescence can be minimized, not avoided, with regular cleaning by *Homeowner.* Unless the structural integrity of the masonry is materially impaired during the one-year warranty period by excessive efflorescence, *Builder* is not responsible for efflorescence, since it is caused by naturally occurring elements in the soils and moisture from natural or *Homeowner* sources.

BUILDER CORRECTION: No action will be taken.

19.3 Moisture Penetration

DEFICIENCY: **Not applicable.**

STANDARD: Moisture seepage is caused by rain, irrigation water, offsite drainage or underground sources percolating through the soils and passing through the porosity of the masonry block and grout. Seepage is a normal characteristic of masonry walls and cannot be completely prevented. Soil-exposed sides of retaining walls should be properly treated with an approved water-resistant (not waterproof) coating. Where retaining walls are installed, weep holes should be placed in the lowest course to allow seepage to pass through and thereby prevent water from building up behind the wall. *Homeowner* should avoid blocking weep holes, which prevents them from functioning properly. *Builder* is not responsible for seepage.

BUILDER CORRECTION: No Action will be taken

19.4 Weep Holes

DEFICIENCY: **Not applicable.**

STANDARD: Weep Holes are installed periodically along brick veneers to allow moisture to escape. These weep holes should be kept clear and free from dirt and debris.

BUILDER CORRECTION: No Action will be taken

MIRRORS and SHOWER DOORS

This section refers to all wall mirrors, shower doors, and tub enclosures in the *Home.* Care and use issues, as well as occasional problems, are described along with their applicable warranty performance standards.

20. Installation

DEFICIENCY: Problem is directly attributable to improper design, defective materials, or an incorrect method of installation, such as mirrors lose adherence to the wall or clips become loose.

STANDARD: Mirrors should not become loose or lose adherence to the wall surface. Clips should not fail or become loose. Shower door components (towel bars, door handles) should be secure.

BUILDER CORRECTION: Repair as needed.

20.1 Scratches, Chips or Other Damage

DEFICIENCY: **Not applicable.**

STANDARD: Scratches, chips or other damage may occur during the manufacturing, shipping, installation or construction process. *Builder* is not responsible for scratches, chips or other damage occurring after the walkthrough. Damage that is reported to the *Builder* no later than the walkthrough will be repaired or glass and/or parts replaced.

BUILDER CORRECTION: No Action will be taken.

20.2 Shower Door Leaks

DEFICIENCY: Shower Door Leaks

STANDARD: Shower doors should be installed and sealed so as not to leak

BUILDER CORRECTION: Repair or replace as needed.

PAINTING and STAINS

This section covers all of the interior and exterior paint, stain, and caulking of the *Home.* Normal characteristics maintenance issues, and occasional problems are described along with their applicable warranty performance standards (Also see "Manufactured Products" section.)

21. Caulking Deterioration or Cracking

DEFICIENCY: **Not applicable**, unless caulking was originally installed or applied improperly. Caulking must be regularly maintained by the *Homeowner,* since it deteriorates and cracks with normal exposure, wear and aging.

STANDARD: Caulking is commonly used throughout the interior and exterior of the *Home* as a sealant or cosmetic filler. The *Builder* has a responsibility to provide properly installed caulking where it is required and customary for these purposes. Even properly installed caulking will deteriorate, shrink and crack with normal exposure, wear, aging, or from the movement of the materials it is adhered to. It, therefore, must be maintained as needed by the *Homeowner* over the life of the *Home.*

BUILDER CORRECTION: No action win be taken, unless caulking was originally installed or applied improperly.

21.1 Color, Shading and Sheen Variations

DEFICIENCY: Paint manufacturer determines paint product was defective or installed improperly (per manufacturer's standards).

STANDARD: In the event that touch-up painting is needed, the sheen (luster) of the finish may vary from the sheen of the other areas of the- walls. This is normal during the time that the touch-up coat is curing to its final sheen. *Homeowner* should exercise proper care and use to avoid using incorrect paint, or improperly storing or applying touch-up paint.

BUILDER CORRECTION: Repaint affected area, to include squaring up wall from corner to corner.

21.2 Color Variations in Stained Woodwork

DEFICIENCY: Not applicable. Such variations are a normal characteristic of natural wood.

STANDARD: Natural wood products, color and grain patterns can vary noticeably. Colors will also change over time depending on varying exposures to sunlight. Other variations can be due to the way the stains and sealing finishes are accepted. These variations are normal and acceptable.

BUILDER CORRECTION: No action will be taken.

21.3 Coverage

DEFICIENCY: Paint coverage does not meet manufacturer's specifications on coverage and/or required application thickness.

STANDARD: Paint should cover all intended surfaces, completely. No light or inadequately covered areas should exist. Coverage should be per paint manufacturer's recommendations.

BUILDER CORRECTION: Reapply paint as necessary to meet manufacturer's specifications.

21.4 Deterioration of Exterior Paint

DEFICIENCY: Problem is related to preparation, application or material used, and not to normal aging.

STANDARD: The exterior wood areas (fascia, casings, trim) have been finished with an exterior paint or stain. Due to environmental factors such as cold, heat, moisture, wind, and sun exposure, painted or stained materials expand, contract, weather, and age at varying rates: This may cause these surfaces to fade, peel or crack. This is a normal occurrence and requires periodic *Homeowner's* maintenance, unless it can be determined that the problem is related to the preparation of the surfaces, method of application or the material used.

BUILDER CORRECTION: Prepare and reapply as needed to correct.

PLUMBING

This section refers to the plumbing system of the *Home,* including pipes, fittings, valves, and fixtures. Typical characteristics and occasional problems are described along with the warranty performance standards that apply to each. (Also see "Manufactured Products" section.)

22. Chips, Cracks or Scratches of Fixture Surfaces

DEFICIENCY: **Not applicable.** Any *Builder* responsibility damage should have been detected and noted on or before the *Homeowner* walk-through. In these cases, patches are acceptable.

STANDARD: These will occur when surfaces are impacted by sharp or heavy objects. Care should be taken to protect these surfaces and use caution when doing anything over them. Chips; cracks, or scratches are not covered under any performance standard.

BUILDER CORRECTION: No action will be taken, unless condition indicates a manufacturing defect. Any *Builder* responsibility damage should have been reported during *Homeowner* walk-through. Repairs/refinishing in accordance with industry and/or manufacturer guidelines are acceptable in these cases.

22.1 Clogged or Stopped-up Sewers, Drains or Fixtures

DEFICIENCY: Stoppage occurs within the first 30 days from move-in or close of escrow, whichever occurred first, and is directly attributable to improper design, defective materials or an incorrect method of installation. (30 days allows ample time for any stoppages to occur that are caused by installation or construction debris in the line.)

STANDARD: Occasionally, the drainage of toilets; "lavatories, garbage disposals, sinks, washing machine drains, bathtubs or showers will get clogged or stopped up. This can occur when the plumbing system is new, due to debris that gets into the lines during construction of the *Home. Homeowner* can cause stoppages by overloading the drainage capacity, or by putting improper objects or materials in the lines.

BUILDER CORRECTION: Repair as needed.

22.2 Continuously Running Toilets

DEFICIENCY: Problem is directly attributable to improper design, defective materials or an incorrect method of installation.

STANDARD: Toilets should not run continuously.

BUILDER CORRECTION: Adjust as necessary

22.3 Dripping Faucets

DEFICIENCY: Drips occur within the first 30 days after move-in or close of escrow, whichever occurred first. This allows ample time for any drips to occur that are caused by debris in the lines from construction.

STANDARD: This problem can be caused by debris in the water lines that prevents washers and other types of seals in the faucets from working properly, allowing minor seepage. It will also occur from regular use over time as the seals wear out. *Homeowner* will periodically have to replace worn out washers and seals as regular expected maintenance.

BUILDER CORRECTION: Clean or replace washer or seal as needed.

22.4 Freezing Pipes

DEFICIENCY: Freezing pipes are attributed to product malfunction or incorrect installation and protection methods.

STANDARD: *Builder* makes all reasonable efforts to protect water pipes from freezing. *Homeowner* is responsible to take prudent precautions to avoid freezing of pipes in extended periods of below freezing temperatures.

BUILDER CORRECTION: Repair or replace as necessary

22.5 Leaks

DEFICIENCY: Leak is detected and not caused by *Homeowner* misuse or neglect. Leaks must be reported in a timely manner, or additional damage may occur. *Builder* is not responsible under any circumstances for consequential damage resulting from *Homeowner* misuse, neglect or delay in reporting damage.

STANDARD: The components of the plumbing system should completely contain and/or transport water, waste and gases as designed without leaking.

BUILDER CORRECTION: Repair as Needed

ROOFING

This section refers to the components that make up the *Home's* roofing system, including shingles or tiles, fasteners underlayment membranes, flashing, attic vents, gutters and downspouts, etc. Normal characteristics and occasional problems are described, along with the warranty performance standards that apply to each. (Also see "Manufacturer Products" section.)

23. Color or Shading Pattern Variations

DEFICIENCY: **Not applicable**, since color and shading variations are normal for roofing materials.

STANDARD: Variations in color or shading patterns of shingles or tile roofing are normal characteristics of roofing materials.

BUILDER CORRECTION: No action will be taken.

23.1 Crack/Chipped Roof

DEFICIENCY: **Not applicable after walk through.**

STANDARD: Cracked or chipped roof tile should be noted at the time of *Homeowner* walkthrough. *Builder* does not warrant damaged shingles caused after move in by walking on the tile while cleaning windows, servicing equipment, mounting antennas, installing solar heaters, etc.

BUILDER CORRECTION: **No Action will be taken**

23.2 Cracked or Curling Shingles

DEFICIENCY: Shingles crack, curl or in any way fail to perform as intended.

STANDARD: Shingles should not crack or curl during the warranty period.

BUILDER CORRECTION: Repair as needed.

23.3 Leaks

DEFICIENCY: Leak is detected.

STANDARD: The roof system should not incur any roof or flashing leaks under normal weather conditions. Hurricanes, tornadoes or other acts of nature in weather are not considered normal and therefore not covered by this warranty performance standard. Leaks due to buildup of debris, such as leaves, bird nests or bird droppings, are not the responsibility of the *Builder.* Periodic maintenance by *Homeowner* is required if these conditions exist. Leaks that are caused by the buildup of snow and ice are not covered. Prevention of snow and ice buildup is the *Homeowner's* responsibility. *Homeowner* actions that caused or contributed to the leak problem are also not covered by this warranty performance standard.

BUILDER CORRECTION: Repair as needed to prevent leak from recurring. No action will be taken if the cause of the leak was beyond the *Builder's* control, such as gross differences in weather, lack of maintenance or other actions on the part of the *Homeowner.*

TILE and MARBLE

This section refers to all tile flooring where applicable. It addresses typical characteristics and occasional problems associated with ceramic tile and the warranty performance standards that apply to them.

24. Broken or Loose Tile

DEFICIENCY: A tile is found cracked or loosened and is not the result of *Homeowner* damage or neglect.

STANDARD: Tile should not crack or loosen. Care should be taken not to drop large heavy objects on the tile that can break or dislodge tile pieces. *Builder* is not responsible for damage caused by *Homeowner's* actions or neglect.

BUILDER CORRECTION: Re-secure or replace each piece of tile affected. *Builder* is not responsible for color variations in replacement tile and grout. All reasonable efforts will be made to match the tile and grout colors as closely as practical, but because of dye lot differences, *Builder* does not guarantee an exact match. In the event the tile selection/pattern is discontinued, *Homeowner* will need to make a new tile selection. In this case, *Builder* will determine replacement area. *Builder* does not endorse or apply any grout sealer. This is the *Homeowner's* responsibility, even if grout was previously sealed by *Homeowner* before repair.

24.1 Cracking or Deterioration Grout and Caulking

DEFICIENCY: Not applicable. Unless caused by a detectable problem with the substrate, cracks in grout and caulking are a common characteristic of the material and are a regular *Homeowner* maintenance responsibility.

STANDARD: Grout and caulking are the fillers between the tile joints or at junctions with other materials such as bathtubs, shower pans, baseboards, or thresholds. Cracking is a normal characteristic that will occur periodically throughout the life of the *Home* as a result of shrinkage, movement or everyday use. This is a regular *Homeowner* maintenance responsibility. This applies unless the cracking is caused by a detectable problem with the surface it is adhered to (also known as the "substrate").

BUILDER CORRECTION: In the event of excessive cracking, *Builder* will demonstrate a repair one time during the one-year warranty period to show regular maintenance procedures for the *Homeowner.* If the cracking is due to a problem with the substrate, *Builder* will repair as needed. *Builder* is not responsible for color variations in replacement grout or caulking. All reasonable efforts will be made to match the grout or caulking color as closely as practical, but *Builder* does not guarantee an exact match. *Builder* does not endorse or apply any grout sealer. This is the *Homeowner's* responsibility, even if grout was previously sealed by *Homeowner* before repair.

24.2 Shade Changes or Discoloration in Grout

DEFICIENCY: **Not applicable.** Significant shade variations or discoloration should be noted at time of walk-through. Exceptions apply if it is determined

that a problem is caused by improper mixing or installation of the grout, or by defective grout material.

STANDARD: Grout shade variations or discolorations may occur due to exposure to soaps and detergents. In some areas, common tap water may contain sufficient concentrations of various particulates that will affect grout shading and coloration. Additionally, shading will vary depending on moisture content, which changes based on frequency of water use in the area and the subsequent drying conditions of the room.

BUILDER CORRECTION: **No action will be taken.** Significant shade variations or discoloration should be noted at time of walkthrough. If exception applies, the grout will be replaced in the affected areas only. *Builder* is not responsible for color variations in replacement grout. All reasonable efforts will be made to match the grout color as closely as practical, but *Builder* does not guarantee an exact match.

TRIM - EXTERIOR

This section addresses all of the exterior finish carpentry materials on the *Home.* It describes the typical characteristics and occasional problems associated with exterior trim carpentry and how they are addressed by the warranty performance standards.

25. Protruding Nails

DEFICIENCY: Nails are left exposed because they missed or penetrated material of lesser thickness than the length of the nail.

STANDARD: Nails that missed the intended nailer and are left exposed, or that completely penetrate finished surfaces and are exposed on the other side (known as "shiners" at soffit areas) should be removed. This does not include roofing nails that are required to penetrate roof-sheathing material.

BUILDER CORRECTION: Remove.

25.1 Separation at Joints

DEFICIENCY: Separation exceeds 1/4 inch in width.

STANDARD: Minor separation or cracking of trim joints or at joints between trim and adjacent surfaces will occur due to movement from shrinkage, temperature changes and the normal settling of the *Home.* The performance standard tolerance allows only minor normal separation. In all cases, the materials must perform the function for which they were installed, such as providing protection from the elements.

BUILDER CORRECTION: Repair and/or replace as needed to meet the warranty performance standard. Caulking and/or the use of metal fasteners is acceptable at the *Builder's* discretion.

25.2 Warping, Cupping, Cracking and Splitting of Exterior Trim

DEFICIENCY: Exterior wood is not properly prepared with primer and topcoat of paint; or if properly prepared, warping exceeds 1/2 inch in 8 feet, cupping exceeds 1/4 inch in 6 feet, and/or cracks or splits exceed an average of 1/4 inch width.

STANDARD: Exterior wood trim is a natural product and, as such, is susceptible to warping, cupping, cracking and splitting as it is continuously exposed to the environment.

BUILDER CORRECTION: Repair or replace as necessary to eliminate condition. Note: Caulking of cracks and splits is an acceptable repair.

TRIM - INTERIOR

This section refers to the interior trim work in the *Home*. It covers items such as, but not limited to: Baseboards, casings, interior doors, moldings, windowsills, etc. It describes how the typical characteristics and occasional problems for interior trim work are addressed by the warranty performance standards**.**

26. Operation of Doors

DEFICIENCY: Doors bind (not attributable to temporary swelling).

STANDARD: Doors should operate as intended, easily and smoothly opening and closing. Although during periods of heavy moisture or humidity, doors may swell enough to bind slightly, as moisture diminishes, operation should return to normal.

BUILDER CORRECTION: Adjust, repair or replace as necessary.

26.1 Separation at Joints

DEFICIENCY: Separation exceeds 1/16 inch (.06 inch) in width.

STANDARD: Minor separation or cracking of trim joints, or at joints between trim and adjacent surfaces, will occur due to movement from shrinkage, temperature changes, and the normal settling of the *Home.* The performance standard tolerance allows minor normal separation. *Homeowner* maintenance periodically should be performed.

BUILDER CORRECTION: No action will be taken, unless *Builder* representative determines replacement is justified.

26.2 Surface Damage

DEFICIENCY: Surface damage such as scratches, chips, dents, gouges, etc., should be noted at time of walk-through. *Builder* cannot be responsible for damage

occurring during or after move-in.

STANDARD: **Not applicable.**

BUILDER CORRECTION: **No Action will be taken.**

VINYL FLOORING

This section covers all vinyl flooring areas of the *Home* (also known as "resilient flooring"). It describes both common characteristics and problems that can occur and how the warranty performance standards address each one. (Also see the "Manufactured Products" section.)

27. Discoloration

DEFICIENCY: Source of moisture causing discoloration is due to plumbing system leak or other original construction defect or failure. Discoloration due to manufacturer' defect is the responsibility of the manufacturer (see "Manufacturer Defects" in this section).

STANDARD: Discoloration is usually caused by moisture under the vinyl as a result of plumbing leaks or bad toilet seals and should not occur. Moisture under vinyl due to water spillage from baths and/or showers, or other factors caused by *Homeowner* misuse or lack of maintenance, is beyond the control of the *Builder* and not covered. Other *Homeowner-related* causes, such as rubber backing on floor mats, is not the responsibility of the *Builder.* (Also see "Manufacturer's Defects" in this section.)

BUILDER CORRECTION: Repair as needed to correct condition.

27.1 Gouges, Cuts or Tears

DEFICIENCY: **Not applicable**. Gouges, cuts, or tears in vinyl flooring should be detected and repaired as part of the walk-through. *Builder* is not responsible for damage from *Homeowner* use or error.

STANDARD: These may occur during the installation of the flooring, or after installation during construction. All gouges, cuts and/or tears should be repaired prior to the walk-through. A careful inspection at the walk-through subsequently ensures detection and prior to the commencement of the warranty period, correction.

BUILDER CORRECTION: No action will be taken. If action is taken on an item noted during the walk-through, gouges, cuts, or tears can be repaired by patching, and carry the same warranty as the rest of the floor. Decision to repair or replace is at the sole discretion of the *Builder.*

27.2 Particles, Debris or Nail Pops Visible

DEFICIENCY: Particles, debris, sub-floor seams, or nail/screw heads can be visibly detected through the surface of the vinyl.

STANDARD: The flooring surface should be properly prepared before vinyl flooring installation to prevent particles, debris, sub-floor seams, or nail/screw heads from visibly showing through the finished surface.

BUILDER CORRECTION: Repair as needed. Area may be patched or replaced at *Builder's* discretion.

27.3 Seams Separating

DEFICIENCY: Separation of a seam is detected.

STANDARD: Depending on the dimensions of the room and the vinyl chosen, each room will typically have one or more vinyl seams. Seams should not separate.

BUILDER CORRECTION: Repair or replace as necessary

YARD GRADING

This section addresses all of the exterior areas of the. property surrounding' the *Home.* It describes the typical characteristics and occasional problems associated with yard grading and the applicable warranty performance standards.

28. Improper Drainage

DEFICIENCY: **Not applicable.** It is the sole responsibility of the *Homeowner* to preserve, maintain and protect the drainage-design criteria after the walk-through. This applies unless it is determined that the design, installation and/or materials used were defective. NOTE: After heavy rains, some water may remain for up to 72 hours. Water may stand longer during periods of heavy rains, especially when heavy rains occur on successive days. This is typical and not considered a grading defect.

STANDARD: The drainage design of the yard areas is approved by the local jurisdictional agency. It is the *Builder's* responsibility to grade your yard areas so that it meets these criteria at the time of your walk-through. After the close of escrow or move-in, whichever occurs first, it is the responsibility of the *Homeowner* to preserve the drainage design pattern and protect the grading contours from erosion, blockage, over saturation, or any other changes that adversely affect the intent of the drainage design. Accordingly, because these *Homeowner* responsibilities begin as the warranty period commences, there is no warranty performance standard covering this item. The *Builder* is only responsible to provide finish yard grading that meets the drainage design criteria at the time of walk-through.

BUILDER CORRECTION: **No action will be taken.** Deliberate attention should be given by the *Homeowner* to prevent erosion, maintain the grading contours, avoid blocking the drainage patterns, and incorporate the original drainage design patterns and contours (slopes and swales) into any

improvements the *Homeowner* may add.

28.1 Settling or Sink Holes

DEFICIENCY: Settling or sinking around underground installations or other filled areas interferes with the drainage design patterns of the lot, or exceeds a vertical depth of 3 inches.

STANDARD: Certain components of your *Home* are installed below the finish-grade level of your yard areas, such as footings, utility lines and piping installation, the area excavated to install them should be back-filled with enough compaction (density) to prevent any settling or sinking in the future. Minor settling is acceptable.

BUILDER CORRECTION: Fill affected area as necessary and contour to meet applicable drainage design pattern. This will be done one time only during the warranty period.