



HOMEOWNERS WARRANTY ORIENTATION GUIDE

Dear Homeowner(s):

Congratulations on the purchase of your new home. This Orientation Guide has been prepared to help you understand the provisions of your Builder's warranty and to assist you in the process of filing a warranty claim, should the need arise.

Your home is protected by a Limited Warranty provided by your Builder that will be administered by ABS Warranty Services, a third-party service provider. The specific warranty coverage(s) your Builder provides is stated in Section I. Please review the coverage details and limitations so that you may gain a clear understanding of the Warranty Coverage provided.

Again, we congratulate you on your recent purchase and wish you many years of happiness in your new home!

-The ABS Warranty Service Team

www.ABSwarranty.com

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SECTION I: LIMITED WARRANTY COVERAGE

One Year Coverage: For a period of ONE YEAR from the date the home is delivered to the Owner or ONE YEAR from the settlement date in cases where the Builder is responsible for delivering a deed to the Owner, the Builder warrants the Home to be free from defects in material and workmanship as described in Section VI (Construction Performance Guidelines) of this Limited Warranty Orientation Guide.

Ten Year Coverage: For a period of TEN YEARS from the date the home is delivered to the Owner or TEN YEARS from the settlement date in cases where the Builder is responsible for delivering a deed to the Owner, the Builder warrants the Home to be free from major structural defects, defined as follows:

A Major Structural Defect is actual physical damage to a load-bearing component of a Home resulting from the failure of such load-bearing component to perform its load-bearing functions properly and to the extent that continued occupancy of the Home becomes unsafe.

The load-bearing components of a Home are the structural framing and foundation members that transfer loads to the ground. Such components are:

1. Foundation systems, piers, stem walls and footings (load-bearing)
2. Beams and Girders (load-bearing)
3. Lintels (load-bearing)
4. Columns, Partitions and Walls (load-bearing)
5. Flooring subsystems (load-bearing)
6. Roof framing, roof rafters and trusses (load-bearing)

Examples of non-load-bearing portions of the Home include, but are not limited to:

1. Drywall or wall coverings
2. Flooring and sub-flooring materials
3. All exterior cladding and veneers
4. Roof sheathing, shingles, tarpaper, and flashing
5. Basement, garage slabs and other interior concrete floor slabs

SECTION II: REPORTING AND PROCESSING A WARRANTY CLAIM

- A. Before filing a warranty claim, please refer to Section IV, EXCLUSIONS and Section VI, CONSTRUCTION PERFORMANCE GUIDELINES. These guidelines are standards that have been developed and accepted by the residential construction industry in general. You may wish to review these sections to help determine whether or not suspected issues are truly defects covered by your Builder's Warranty.

For your convenience, ABS maintains a website that is easy to use for quick entry and processing of warranty claims. All service requests should be made online through the ABS Warranty website.

www.abswarranty.com

Your Builder will not process any warranty claim that is not submitted through ABS. It is to your benefit to have ABS document all correspondence regarding any and all warranty claims between you and your Builder. ABS is a third-party administrator providing superior service for mutual benefit to all parties. **If for any reason you are not able to use the ABS website, please contact us at mail@abswarranty.com.**

Your Builder provides for a One Year Post Occupancy Service. **It is imperative that you submit your One Year Service Request prior to the expiration of your warranty period, described in Section I: LIMITED WARRANTY COVERAGE.** Your One Year Service Request should include any defects in materials or workmanship noticed during your warranty period. All items submitted will be reviewed and arrangements made for correction of any items determined to be covered by the warranty.

Your Builder also provides for interim service in handling warranty issues that are of a more urgent nature. Issues that may need attention prior to the One Year Post Occupancy Service may be submitted as an **Urgent Request** on the ABS website. An urgent request should be made when it is impractical to wait for the One Year Post Occupancy Service because of possibilities of further damage or discomfort for the occupants.

Once a service request is processed, you will be notified of an inspection date. Inspections and warranty work are scheduled Monday through Friday between 8 a.m. and 4 p.m. If you are unable to keep a scheduled appointment, notice must be sent to ABS Warranty Service (mail@abswarranty.com) **48 hours prior to the scheduled appointment.** A \$100 service fee may be charged to reschedule an appointment where a 48-hour notice was not received.

MAIL@ABSWARRANTY.COM and NO-REPLY@ABSWARRANTY.COM should be added to your safe sender list to avoid missed emails.

SECTION III: EMERGENCIES

An emergency is a condition that, if not immediately addressed, may cause danger to the Home or its occupants. Some examples of emergencies needing immediate attention are:

- TOTAL stoppage of the plumbing drain system
- TOTAL electrical failure
- TOTAL failure of heating and air conditioning systems
- A WATER LEAK that requires the water supply for your entire home to be shut off to avoid water damage. Note: A leak that can be isolated by turning the shutoff valves under the cabinet or plumbing fixture is not an emergency.

Should you experience a true emergency, do not contact ABS. Although your Builder may provide assistance in a true emergency, **it is imperative that you call any appropriate service provider immediately upon discovery. It is your responsibility to take the appropriate action so that further damage to the Home will be avoided or minimized.** The Builder will be responsible for reimbursement of *reasonable* expenses related to correcting defects deemed to be covered by the Warranty. For your convenience, we have also listed on your New Home Warranty Enrollment notice the names of certain subcontractors and the corresponding work they may have provided on your home.

SECTION IV: EXCLUSIONS

This Warranty specifically excludes the following items:

1. Any loss or damage to property not covered by this Warranty.
2. Damage to any improvement, fixture or property not constructed, installed or provided by the Builder that may need to be removed to repair the covered defect or which may be damaged in the process of making repairs to the covered defect.
3. Any personal bodily injury including but not limited to physical pain and suffering and emotional distress.
4. Damage caused by ground conditions that were not reasonably foreseeable during construction such as, but not limited to, buried debris, underground springs, or other anomalies or where ground conditions were not included in your building contract with Builder.
5. Any damage resulting from changes in the ground water table.
6. Any damage resulting from nonresidential use.
7. Damage resulting from improper maintenance, neglect or failure to attend to any defective condition in an expeditious manner.

8. Damage that is caused or made worse by mold, mildew, fungus, insects, such as but not limited to, termites and wood boars, radon, radiation, irritant or carcinogenic substance, and electromagnetic field, including any claim of health risk resulting from any of the foregoing.
9. Any damage or defects initially reported after the expiration of the Warranty Term.
10. Costs of living, moving, storage, or other expenses due to relocation while repairs are being made.
11. Any damage to personal property or to property which you do not own.
12. Any bodily injury of any kind, physical or mental, including emotional distress, and any medical expenses.
13. Defects you knew about prior to the Effective Date.
14. Work or materials provided by subcontractors required to be independently licensed by the state such as Plumbers, Electricians, and Heating and Air Conditioning contractors. These subcontractors provide independent warranties direct to you the homeowner. (See Sections 16-18.)
15. Any damage to Ceramic Tile flooring or floating floors such as LVP that is not related to defective installation workmanship. For Ceramic tile and floating floors such as LVP, the flooring installation is warranted by the installing subcontractor for 1 year from occupancy.
16. Any and all appliances, bathtubs and equipment that are covered by a manufacturer's warranty.
17. Any damage or issue with Asphalt Driveway.
18. Window blinds and exterior fencing are explicitly excluded from the builder warranty.

SECTION V: CONDITIONS

REPAIR. For any covered defect, the Builder, within his sole discretion, shall have the right to either repair or pay you the reasonable cost of such repair or buy the house back at the original purchase price. The manner in which such repair is made shall be within the sole discretion of the Builder. The Builder shall not be required to make any repair a "perfect match" aesthetically. Wall and other finishes may fade over time and a "perfect match" may not always be practical or possible.

ACCESS TO YOUR HOME. In order to correct a defect, Your Builder may require access to your Home. Failure on your part to provide your Builder with the necessary access during normal business hours will void the Warranty. The Builder and or his agents shall also have the right to access your property for the purpose of inspecting and making any test that, within his sole discretion, he deems appropriate.

ARBITRATION. Any controversy or claim arising out of or relating to this warranty, or breach thereof, shall be settled by binding arbitration through the Construction Arbitration Program for Home Warranty Disputes (CAP-Home) administered by DeMars & Associates, Ltd. (DMA). The arbitration process shall be administered in accordance with Program Rules published by DMA for the CAP-Home program. For construction related disputes, the tolerances outlined in this booklet shall be used by arbitrator. There shall be no deviations. Agreeing to arbitration means you are waiving your rights to a jury trial.

DeMars & Associates -- www.demarsassociates.com
1236 Southridge Court, Suite 200
Hurst, TX 76053
Phone: 262-549-6700 / Fax: 262-549-6744

The Builder shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing the arbitration agreement. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any State or Federal court having jurisdiction thereof.

The arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute.

The arbitrator shall possess sufficient knowledge in the residential construction industry as determined by the arbitration service.

Each party shall bear its own initial costs and expenses, including all fees payable at time of filing a claim. The parties will bear an equal share of on-going administrative fees of arbitration. The arbitrator shall award the prevailing party, if any, all of its out-of-pocket costs and fees. The arbitrator(s) within his sole discretion may proportionately reallocate expenses to either party in the interest of justice.

YOUR OBLIGATIONS. Your obligation is to care for your Home in such a way as to prevent or minimize damage. Be aware that all new homes go through a period of settlement in which they may experience some minor material shrinkage, cracking and other events which are to be expected.

The Builder and/or Builder Representatives including Vendors will conduct meetings with you in your home to determine the nature and validity of the submitted claims and conduct necessary repairs. Your obligation is to provide a safe, respectful, non-threatening environment including access to your home and communication concerning the warranty under investigation/repair. **The Builder, Builder Representative, and/or Vendor will stop the meeting should they be treated with disrespect (i.e. yelled at, foul language, failure to accept determination, etc.).** The warranty under investigation or repair at that time will be deemed 100% complete with no further obligation on the Builder.

SECTION VI: CONSTRUCTION PERFORMANCE GUIDELINES

The following Construction Performance Guidelines are standards that have been developed and accepted by the residential construction industry in general. They apply only to the One Year Workmanship and Materials part of your Warranty. While it is virtually impossible to develop Construction Performance Guidelines for each possible deficiency, the construction industry and NAHB have attempted to isolate the most common actual physical damage deficiencies that occur and in so doing, list the extent of the Builder's, and the owner's responsibility.

SECTION 1: EXCAVATION, GRADING, GROUND REMOVAL, AND FILL

- 1.1 **Observation:** Settling of the ground around the foundation that impedes proper drainage.
Standard: Ground settlement should not disrupt water drainage away from the house, although settlement around the foundation of up to 6 inches should be expected if it does not impede drainage.
Builder's Responsibility: If the building contract includes finish grading, the builder has the responsibility only once during the service period for supplying the soil and all labor necessary to properly replace the soil in areas within 10 feet of the foundation to meet the positive drainage requirement.
Homeowner's Responsibility: The homeowner should continue to provide the labor for a positive drainage slope away from the foundation and to direct all downspout or sump pump discharge lines away from the foundation to prevent subsequent water problems after the builder has corrected the situation one time.
- 1.2 **Observation:** Settling of the ground around the foundation that does not impede drainage, and/or settling of water, sewer, or other utility trenches or septic fields.
Standard: While settlement in the above-mentioned areas is to be expected, areas that have settled greater than 6 inches require adjustment.
Builder's Responsibility: If the building contract includes finish grading, then the builder has the responsibility only once during the service period for supplying soil that is workable and free of rocks (larger than golf ball size). Top soil is not necessary to meet the standard.
Homeowner's Responsibility: Once the Builder has supplied the soil, the homeowner is responsible for all labor to move the soil and properly fill in the affected areas. It is the homeowner's responsibility to direct all downspouts and sump pump discharge lines away from the foundation. It is recommended that the homeowner fill in depressions as they occur to avoid future problems.
- 1.3 **Observation:** Landscaped areas are washing away or eroding.
Standard: Seeded or sodded areas such as slopes and swales will wash away, depending on the amount of rain or drainage occurring prior to grass taking root.
Builder's Responsibility: The builder is responsible for providing the proper drainage around the house and maintaining the proper existing drainage swales at the time of the finish grade. After that time, the homeowner is responsible for maintaining drainage swales.
Homeowner's Responsibility: It is the homeowner's responsibility to replace seed or sod in washed areas once the finish grade has been established properly within these standards. Washing away or erosion occurs as a result of water run-off on the property and/or from adjacent properties. The homeowner is responsible for replacing seed and sod in washed out or eroded areas.
- 1.4 **Observation:** Water is standing in yard areas graded by the builder excluding designated drainage retention areas.
Standard: After normal rainfall, water should not stand in a yard for more than 24 hours.

Builder's Responsibility: If standing water exceeding the above standard occurs, it is the builder's responsibility to re-grade the affected area, and re-seed and/or re-sod if necessary. The builder is not responsible for any corrections if the source of the standing water stems from flow of water from an adjoining property, gutter downspouts, sump pump outlets or work performed by others.

Homeowner's Responsibility: Homeowner is responsible for the maintenance of water discharge areas.

- 1.5 **Observation:** Any of the occurrences listed in 1.1-1.4 above where Homeowner has installed fencing near or around the subject area(s).
Builder's Responsibility: None.
Homeowner's Responsibility: Homeowner is responsible for any occurrence listed in 1.1-1.4 occurring following installation of fencing.

SECTION 2: FOUNDATION AND MOISTURE

- 2.1 **Observation:** Basement walls are damp to the touch, pipes are dripping water, and/or water collects on basement windows.
Standard: Condensation on basement walls is acceptable and to be expected in new homes. It is a natural process in the curing of poured concrete as well as a natural phenomenon caused by the water in the environment.
Builder's Responsibility: None.
Homeowner's Responsibility: To make sure that basement windows are closed during damp, humid weather and opened during clear, dry weather to reduce the amount of moisture in the air and to maintain a consistent temperature. Landscaping grade should be maintained away from the house so that water is not allowed to seep down around the exterior of the foundation walls.
- 2.2 **Observation:** There is standing water in the crawl space.
Standard: Standing water in the crawl space that is not being drained is unacceptable.
Builder's Responsibility: Builder should take steps necessary to eliminate water that is resting on top of the ground cover vapor barrier. Water that is below the vapor barrier should be drained by an approved drainage system or method.
Homeowner's Responsibility: The homeowner is responsible for maintaining the proper drainage away from the foundation. This includes, but is not limited to, keeping clear the gutters and downspouts to prevent overflowing; not altering or damaging drainage lines located above and/or below ground; and preventing sprinklers and irrigation systems from putting water onto the house. If a sump pump is installed, the homeowner shall ensure its power supply is maintained.
- 2.3 **Observation:** There is a white powdery substance on the surface of interior concrete.
Standard: White powder often accumulates on the surface and is to be expected.
Builder's Responsibility: None.
Homeowner's Responsibility: No correcting measure is necessary; however, if the homeowner is concerned about the aesthetics of the condition, then he or she can dry-brush and then rinse the surface of the concrete with water.
- 2.4 **Observation:** Concrete slab within the structure has separated, moved, or cracked at expansion and contraction joints.
Standard: Concrete slabs and floors are designed to move and crack at expansion and contraction joints.
Builder's Responsibility: None.
- 2.5 **Observation:** Concrete basement floor or slab-on-grade is cracked.
Standard: Minor cracks in concrete basement floors are normal. Cracks exceeding 3/8 inch in width or 1/4 inch in vertical displacement should be repaired.
Builder's Responsibility: The builder will repair cracks that do not meet the standard. Appropriate joint or crack filler can be used and is acceptable for a crack up to 1/2 inch in width or vertical displacement.
- 2.6 **Observation:** Garage slab has cracks.
Standard: Minor cracks in garage floors are normal. Cracks exceeding 3/8 inch in width or 1/4 inch in vertical displacement shall be repaired.
Builder's Responsibility: The builder will repair cracks that do not meet the standard. Appropriate joint or crack filler can be used and is acceptable for a crack up to 1/2 inch in width or vertical displacement.
- 2.7 **Observation:** Interior concrete floor surfaces are spalling, scaling or pitting from pop outs.
Standard: Interior concrete floor surfaces shall not disintegrate, but minor spalling, scaling and pitting from pop outs should be expected.
Builder's Responsibility: The builder will take whatever corrective measures necessary to repair or replace defective concrete surfaces. The builder is not responsible for deterioration caused by salt, chemicals, mechanical implements, or other factors beyond the builder's control (i.e., water containing salts or deicers dripping from cars parked in a garage).
Homeowner's Responsibility: Limit exposure of the concrete to chemicals, deicers, and salt, (the use of which is beyond the control of the builder.) Any damages caused by exposure to such chemicals are to be remedied by the homeowner.
- 2.8 **Observation:** Poured basement wall is cracked.
Standard: Crack in basement wall should not leak.
Builder's Responsibility: The builder will repair only those cracks that leak.
- 2.9 **Observation:** Water is observed trickling down foundation walls in a steady stream.
Standard: No leak is acceptable. There are, however, several causes of leaks. The responsibility of correcting the leaks may be either the builder's or the homeowner's, depending on its cause.
Cause 1: Leak is caused by a crack, regardless of size, in the foundation wall.
Builder's Responsibility: The builder will fill all cracks that cause leaks. This can be done by chiseling out and grouting the crack or by chiseling, cleaning, and filling the crack with a latex-fortified cement mixture or similar substance designed to fill cracks and bond concrete.
Cause 2: Water is leaking in over the top of the foundation wall because the exterior grade is set too high.

Builder's Responsibility: The builder is to ensure that the final exterior grade is set below the level of the foundation wall to prevent water from seeping over the top. This is especially important where foundation walls are 'stair-stepped' in areas of daylight or walkout basements. If the finished grade outside the basement slopes toward the wall, the grade may be redesigned to encourage water to drain away. The final exterior grade must never be at or above the level of the top of the foundation walls.

Homeowner's Responsibility: If the final grade is changed by the homeowner at any time, then it is the homeowner's responsibility to correct the grade and all consequential problems.

Cause 3: Water is leaking in over the top of foundation wall because of improper landscaping.

Builder's Responsibility: If the builder has planted landscaping as part of the contract, then he or she should have taken all necessary precautions to maintain grade and is responsible for meeting the standard.

Homeowner's Responsibility: When watering landscaping, it is extremely important to make sure that no water is allowed to run toward or form puddles near the exterior of the foundation. The homeowner should also make sure that no sprinkler is allowed to hit the exterior of the home. When water hits the exterior, it can run down the walls and seep into the basement or foundation.

Cause 4: Foundation walls are wet due to insufficient slope and drainage away from the foundation in cases where the builder has contracted to complete the final rough grading and finish grade. "Wet" shall be defined as actual water running or trickling from, through or under the basement wall and onto the floor.

Builder's Responsibility: If the building contract includes finish grading, the builder has the responsibility only once during the service period for supplying the soil and all labor necessary to properly replace the soil in areas within 10 feet of the foundation to meet applicable building codes and proper drainage.

Homeowner's Responsibility: The homeowner should continue to provide the labor for a positive drainage slope away from the foundation and to direct all downspouts or sump pump discharge lines away from the foundation to prevent subsequent water problems after the builder has corrected the situation one time.

- 2.10 **Observation:** Masonry foundation wall is cracked.

Standard: Cracks in mortar joints of masonry foundation walls should not leak.

Builder's Responsibility: The builder will repair cracks that leak.

- 2.11 **Observation:** There are small voids, known as honeycombs, exposing large pieces of aggregate within the foundation walls.

Standard: Honeycombs are common in poured walls and are to be expected; however, honeycombs should not leak.

Builder's Responsibility: The builder will correct any honeycombs in poured walls that leak.

- 2.12 **Observation:** Parging on foundation wall has cracking, chipping, and/or peeling.

Standard: Chipping, peeling, and/or minor cracking are common on parged foundation walls and to be expected.

Builder Responsibility: None.

SECTION 3: EXTERIOR CONCRETE

- 3.1 **Observation:** Stoops or steps have settled or separated from the house structure.

Standard: Stoops and steps should not settle or separate in excess of 1 inch from the house.

Builder's Responsibility: The builder will correct to meet the standard.

- 3.2 **Observation:** Water remains on stoops or steps after rain has stopped.

Standard: Water should drain off outdoor stoops and steps. Minor amounts of water can be expected to remain on stoops and steps for up to 24 hours after rain.

Builder's Responsibility: The builder will take corrective action to assure proper drainage of stoops and steps.

- 3.3 **Observation:** Exterior concrete – sidewalks, porches, patios, driveways, etc. – are cracked.

Standard: Some random cracking of exterior concrete will occur and is to be expected. If settling causes cracks that exceed 3/8 inch width or 1/4 inch in vertical displacement, it is considered excessive.

Builder's Responsibility: The builder is responsible for correcting only those cracks that exceed the standard. Appropriate joint or crack filler can be used and is acceptable for a crack up to 1/2 inch in width or vertical displacement.

Homeowner's Responsibility: For aesthetic purposes, smaller cracks may be filled with a waterproof concrete caulk. While this may reduce the appearance of the crack, it should be noted that there will be a color and texture variance between the original concrete and the caulking.

- 3.4 **Observation:** Exterior concrete surfaces are spalling, scaling, and pitting from pop outs exposing aggregate.

Standard: Under normal conditions of weathering and use, exterior concrete surfaces should not disintegrate; however, minor spalling, scaling and pitting from pop outs should be expected.

Builder's Responsibility: If concrete surfaces have spalled, scaled or pitted under normal weathering and use, the builder will take corrective action as necessary to meet the standard. The builder is not responsible for damage that is the result of spalling, scaling or pitting caused by salt, chemicals, mechanical implements, or other factors beyond the builder's control.

Homeowner's Responsibility: The homeowner should take precautions to reduce or eliminate the exposure of exterior concrete to salt, chemicals, mechanical implements, and other factors which could damage the concrete surface.

- 3.5 **Observation:** Exterior concrete is stained. **Standard:** Exterior concrete will stain. **Builder's Responsibility:** None.

Homeowner's Responsibility: The homeowner should take precautions to prevent petroleum-based products, solvents, and paint from coming in contact with exterior concrete surfaces. By keeping stain remover on hand, many stains can be made less visible if treated immediately. (It should be noted, however, that these products may also weaken the surface of concrete.)

SECTION 4: WOOD FRAMING

- 4.1 **Observation:** Wood subfloors are uneven.

Standard: Subfloor should not be more than 3/8 inch off level within any 32 inch span and not to exceed 1 inch off level within

any 20 foot span. Allowable floor and ceiling joist deflections are governed by local building codes.
Builder's Responsibility: The builder will meet the standard.

- 4.2 **Observation:** Springiness, bounce, shaking, or visible sag is observed in floor.
Standard: All beams, joists, headers, and other structural members shall be sized, and fasteners spaced according to local building codes.
Builder's Responsibility: The builder will modify any floor not meeting the standard.
- 4.3 **Observation:** Floor squeaks.
Standard: Extensive research on this subject concludes totally squeak-proof floors cannot be guaranteed but reasonable efforts should be made to eliminate the squeak.
Builder's Responsibility: The builder will refasten any loose subfloor or take other corrective action to eliminate squeaking to the extent possible without removing floor and ceiling finishes. Due to the nature of the floor squeaks, total elimination may not be possible.
- 4.4 **Observation:** Wood framed walls are out of plumb.
Standard: The wall should not be out of plumb more than 1 inch for every 8 foot vertical measurement.
Builder's Responsibility: Builder to meet the standard.
- 4.5 **Observation:** Wall is bowed.
Standard: All interior and exterior walls have slight variances in their finished surface. Walls shall not bow more than 1/2 inch out of line within any 32 inch horizontal measurement, or a total of 1 inch on any overall horizontal wall measurement. Additionally, walls shall not bow more than 1 inch out of line within any 8 foot vertical measurement or a total of 1 inch on any overall vertical wall measurement.
Builder's Responsibility: Builder to meet the standard.

SECTION 5: VENEER

- 5.1 **Observation:** Masonry veneer wall is cracked.
Standard: Cracks up to 1/4 inch wide due to shrinkage are common in mortar joints in masonry construction. Cracks over 1/4 inch wide are not acceptable. (Exception to the standard: Windows, doors, and other sills should show no evidence of cracks.)
Builders Responsibility: The builder will repair cracks in excess of the standard. Some acceptable means include, but are not limited to tuck pointing, patching, caulking or painting. Builder will not be responsible for color variation between original and new mortar.
- 5.2 **Observation:** A white chalk-like substance appears on the surface of the brick work and/or mortar joints.
Standard: The occurrence of efflorescence, usually white in color, results from water soluble salts migrating through the masonry structure where they are deposited on the surface through evaporation. Because it appears on the face of the wall, it is often erroneously assumed to be the bricks that are at fault. On the contrary, efflorescence results from chemical compounds inherently found in the various elements of the masonry (i.e. bricks, mortar, mixing water, etc.) and do not reflect a defect in the bricks, mortar, or application process.
Builder's Responsibility: None. This is a normal condition.
Homeowner's Responsibility: Properly washing the brick after one year may help eliminate the efflorescence.
- 5.3 **Observation:** There are mortar stains on the exterior brick or stone.
Standard: Exterior brick and stone shall be free from mortar stains detracting from the appearance of the finished wall when viewed from a distance of 20 feet.
Builder's Responsibility: The builder will clean the mortar stains to meet the standard.
- 5.4 **Observation:** Water is absorbed through brick work and is leaking inside the structure.
Standard: Water should not leak inside the structure under normal conditions. Wind driven rainstorms and landscaping sprinklers can cause water to penetrate brickwork. These conditions are isolated and not normal conditions.
Builder's Responsibility: The builder should inspect the masonry to determine the potential problem and correct any masonry problem creating a leak. Only when remedial repairs have been made and problems still exist should a clear water repellent coating be considered for brick masonry in which case the builder is responsible for such appropriate application once during the service period.
Homeowner's Responsibility: If the builder has applied a clear water repellent one time during the service period then it is the homeowner's responsibility to maintain the waterproofing seal after the service period.
- 5.5 **Observation:** There are color variations in mortar joints.
Standard: Color variations can occur in mortar joints due to weather conditions and is acceptable.
Builder's Responsibility: None.
- 5.6 **Observation:** Used bricks are deteriorating.
Standard: The performance of used materials cannot be warranted.
Builder's Responsibility: None.
- 5.7 **Observation:** Brick veneer is spalling from chimney surface.
Standard: Spalling of new manufactured brick should not occur and is unacceptable. Spalling of used brick is acceptable.
Builder's Responsibility: Builder will repair newly manufactured brick when spalling appears. Used bricks are not under warranty.

Fireplaces & Chimneys

- 5.8 **Observation:** The fireplace or chimney does not draw properly.
Standard: Builder should install a prefabricated fireplace or construct a fireplace and/or chimney that is operable under all conditions except the following:
1) Temporary downdrafts created in abnormal weather conditions,
2) Conditions where large obstructions, such as trees, cause a poor draft, and
3) Geographical conditions (for example a valley) that is beyond the control and responsibility of the builder.
Builder's Responsibility: Correct fireplace or chimney to meet the standard and/or local building codes applicable at the time of construction.
Homeowner's Responsibility: It shall be the homeowner's responsibility to remove any obstructions causing poor draw of the fireplace which are beyond the builder's control.
- 5.9 **Observation:** The chimney cap leaks.
Standard: It is normal for masonry caps to crack. All chimney caps are subject to expansion and contraction, however, leaks should not occur inside the home.
Builder's Responsibility: Builder will repair leaks to meet the standard.

SECTION 6: SYNTHETIC FINISHING SYSTEMS

- 6.1 **Observation:** EIFS insulation board and substrates crack, buckle, wrinkle, or delaminate.
Standard: EIFS insulation board and substrates should not crack, buckle, wrinkle, or delaminate under normal circumstances unless damaged by impact or penetration.
Builder's Responsibility: Builder will repair affected areas, matching texture and color as closely as possible. The builder repairs are to be done in accordance with standards of good workmanship. Beyond the date of closing the builder is not responsible for cracks, buckles, wrinkles, delamination or related problems caused by impact or penetration.
Homeowner's Responsibility: Although synthetic finishing systems are a low maintenance material, the expansion joint caulking must be regularly observed and maintained by the homeowner to keep any moisture from penetrating the system. The homeowner must understand that repairs may not match finished of existing wall.
- 6.2 **Observation:** Exterior Insulation Finishing System (EIFS) stucco wall surface is cracked.
Standard: Cracks in exterior stucco wall surfaces shall not exceed 1/8 inch in width.
Builder's Responsibility: Builder will repair cracks exceeding 1/8 inch in width once during service period.

SECTION 7: EXTERIOR TRIM, SIDING, AND WOOD DECKS

Wood (& manufactured products) Trim & Siding

- 7.1 **Observation:** Gaps show in exterior trim.
Standard: Joints between exterior wood trim pieces and siding or brick should not result in gaps wider than 1/4 inch.
Builder's Responsibility: The builder will repair or replace trim pieces with joints that do not meet the standard. Gaps exceeding 1/4 inch but less than 3/8 inch may be caulked. Gaps exceeding 3/8 inch should have trim or siding pieces replaced or repainted.
- 7.2 **Observation:** Exterior butt and miter joints of wood trim do not fit properly.
Standard: Joints should not result in gaps in excess of 3/16 inch.
Builder's Responsibility: The builder will repair or replace trim pieces with joints exceeding 3/16 inch. Joints in excess of 3/16 inch but less than 5/16 inch may be caulked. Trim pieces should be replaced or repainted where gaps exceed 5/16 inch.
- 7.3 **Observation:** Exterior trim board or siding is split.
Standard: Splits exceeding 1/8 inch in width need to be corrected.
Builder's Responsibility: The builder will repair splits greater than 1/8 inch but less than 1/4 inch by using a permanent filler. Trim pieces or siding with splits greater than 1/4 inch are to be replaced or repainted.
- 7.4 **Observation:** Exterior trim board is bowed or twisted.
Standard: Bows and twists exceeding 3/8 inch in 8 feet need to be corrected.
Builder's Responsibility: The builder will repair or replace trim pieces that are bowed or twisted and do not meet the standard. It is acceptable to re-nail bowed or twisted trim pieces to meet the standard.
- 7.5 **Observation:** Exterior trim board is cupped.
Standard: Cups exceeding 3/16 inch in 5/12 inches (width of a stand trim board) need to be corrected.
Builder's Responsibility: The builder will repair or replace trim pieces that are cupped and do not meet the standard. It is acceptable to re-nail cupped pieces to meet the standard.
- 7.6 **Observation:** Horizontal lap siding is not installed on a level straight line.
Standard: Any piece of lap siding more than 1/2 inch out of level or off parallel with contiguous courses in 20 feet is unacceptable.
Builder's Responsibility: The builder will reinstall and repaint siding to meet the standard.

- 7.7 **Observation:** Face nails are excessively countersunk to expose visible fiber of hardboard siding.
Standard: Countersinking of nails to expose visible fiber of hardboard siding is not acceptable.
Builder's Responsibility: The builder is to thoroughly caulk and paint any visible fiber exposed by countersinking nails in hardboard siding. If the nail is countersunk 1/8 inch the nail is to be caulked and touched up with paint. If the nail is countersunk in excess of 1/8 inch the nail is to be caulked, touched up with paint and an additional nail should be installed flush to the surface.
- 7.8 **Observation:** Horizontal lap siding is bowed.
Standard: Bows in siding exceeding 1/2 inch in 32 inches are unacceptable.
Builder's Responsibility: The builder will repair or replace any siding with bows that does not meet the standard.
- 7.9 **Observation:** Horizontal lap siding end gap is visible.
Standard: End gaps between two pieces of siding should not exceed 3/16 inch.
Builder's Responsibility: The builder will repair or replace any siding with end gaps that does not meet the standard. Gaps up to 5/16 inch may be caulked. Trim pieces should be replaced and repainted where gaps exceed 5/16 inch.
- 7.10 **Observation:** Siding is buckled.
Standard: Siding that projects more than 3/16 inch from the face of adjacent siding is unacceptable.
Builder's Responsibility: The builder will repair or replace any siding not meeting the standard.
- 7.11 **Observation:** Nail has stained siding.
Standard: Stains exceeding more than 1/2 inch from the nail and readily visible from a distance of more than 20 feet are unacceptable. This standard does not apply if "natural weathering" or semi-transparent stain is specified for the job.
Builder's Responsibility: The builder will repair or replace any siding where nail stains do not meet the standard. The builder will touch up paint or stain of the affected area once during the service period.

Wood Shake Siding

- 7.12 **Observation:** The natural color of resins of cedar shakes or shingles have "bled" through paint or stain applied to the wood shake siding.
Standard: Resins and extractives bleeding through paint or stain, or blackening of shakes or shingles is unacceptable. This standard does not apply if "natural weathering" or semi-transparent stain is specified for the job.
Builder's Responsibility: One time during the service period the builder will clean and treat shakes to provide a reasonable appearance and to help prevent further bleeding.

Plywood or Other Veneer Siding

- 7.13 **Observation:** Siding has delaminated.
Standard: Siding should not delaminate.
Builder's Responsibility: The builder will replace delaminated siding unless the delamination was caused by the homeowner's actions or negligence.
- 7.14 **Observation:** Joints between plywood or other veneer siding have separated.
Standard: Joint separations exceeding 3/16 inch are unacceptable.
Builder's Responsibility: The builder will caulk or repair siding as necessary to meet the standards. Gaps exceeding 3/16 inch, but less than 5/16 inch may be caulked. Where gaps exceed 5/16 inch, the plywood or other veneer pieces are to be replaced.
- 7.15 **Observation:** Veneer siding is bowed or twisted.
Standard: Bows and twists exceeding 1/2 inch in 32 inches are unacceptable.
Builder's Responsibility: The builder will re-nail or replace siding as necessary to meet the standard. It is acceptable to re-nail bowed or twisted pieces to meet the standard.

Aluminum Lap or Vinyl Lap Siding

- 7.16 **Observation:** Siding is bowed or wavy.
Standard: Some waviness in lap siding is to be expected either because of bows in studs or from siding panels expanding and contracting due to changes in heat and cold. Thermal expansion waves or distortions in aluminum lap or vinyl lap siding (sometimes called oil canning) are unacceptable if they exceed 1/2 inch in 32 inches.
Builder's Responsibility: The builder will correct any thermal expansion waves or distortions to comply with the standard by reinstalling or replacing siding as necessary.
- 7.17 **Observation:** Siding color is faded.
Standard: Any color of siding, when exposed to the ultra violet rays of the sun, will fade. The builder cannot prevent this condition. However, panels installed on the same wall will generally fade at the same rate.
Builder's Responsibility: None.
Homeowner's Responsibility: The homeowner should clean siding on a yearly basis using manufacturer's recommendations for cleaning.
- 7.18 **Observation:** Aluminum or vinyl lap siding courses are not level or parallel with eaves, wall openings, or with contiguous courses.
Standard: Any piece of aluminum or vinyl lap siding more than 1/2 inch out of level or off parallel with contiguous courses in 20 feet is unacceptable, unless the homeowner and the builder have previously agreed to disregard the standard to match a pre-existing condition.
Builder's Responsibility: The builder will reinstall siding to comply with the standard and replace any siding damaged during removal.

- 7.19 **Observation:** Aluminum or vinyl lap siding trim nail is exposed under window, door or eave.
Standard: All facing nails should be the same color as the trim. No nail heads in the field of the siding should be exposed.
Builder's Responsibility: The builder will install the trim nails to meet the standard.
- 7.20 **Observation:** Aluminum or vinyl lap siding trim accessory is separated from caulking at windows or other wall openings.
Standard: Siding trim accessories should not separate from caulking at windows or other wall openings more than 1/4 inch during the service period.
Builder's Responsibility: The builder will repair or re-caulk trim pieces to meet the standard. Gaps exceeding 1/4 inch but less than 3/8 inch may be caulked. Trim accessories should be replaced where gaps exceed 3/8 inch.
- 7.21 **Observation:** Aluminum or vinyl lap siding is not cut straight.
Standard: Visible cuts in siding should be straight, plumb and neat. Crooked cuts greater than 1/4 inch from true are unacceptable.
Builder's Responsibility: The builder will repair or replace siding to meet the standard.
- 7.22 **Observation:** Aluminum or vinyl lap siding is not cut tight to moldings.
Standard: Gaps between siding and molding shall not exceed 1/4 inch. Gaps exceeding 1/4 inch but less than 3/8 may be caulked. Siding pieces should be replaced where gaps exceed 3/8 inch.
Builder's Responsibility: The builder will correct the siding to meet the standard.
- 7.23 **Observation:** There is inadequate clearance between exterior siding and finished grade.
Standard: A 6 inch clearance should be maintained between siding and the finished grade at time of closing.
Builder's Responsibility: The builder will ensure that a 6 inch clearance exists between the siding and fill or at the time of finish grade, which ever happens later, if the builder is responsible for the finish grade.
Homeowner's Responsibility: Homeowner, when adding fill for planting beds (mulch, topsoil, etc.) shall maintain a 6 inch clearance between siding and fill.
- 7.24 **Observation:** There is "creeping" or noise in aluminum lap or vinyl siding.
Standard: "Creeping" or noise in aluminum lap or vinyl lap siding is an inherent characteristic of siding exposed to direct ultra violet rays. "Creeping" and noise is to be expected.
Builder's Responsibility: None.

Wood Decks

- 7.25 **Observation:** Wood deck is "springy" or shaky.
Standard: Some shakiness or "springiness" should be expected. All structural members in a wood deck are sized and spaced accordingly to appropriate building codes, the *National Forest and Paper Association* span tables.
Homeowner's Responsibility: Maintenance of the deck, such as re-nailing loose nails and sealing the boards to prevent damage from the environment, is the responsibility of the homeowner.
- 7.26 **Observation:** Spaces between decking are not uniform.
Standard: The space on opposite sides of individual decks boards should not differ in average width by more than 3/16 inch at the time of installation (unless otherwise agreed upon between the builder and the homeowner.)
Builder's Responsibility: The builder will realign or replace decking boards to meet the standard. The builder is only responsible for correct spacing at the time of installation.
- 7.27 **Observation:** Wood deck is out of level.
Standard: No point on the deck surface shall be more than 1 inch high or lower than any other deck surface point within 10 feet on a line parallel to the house.
Builder's Responsibility: The builder will repair as necessary to meet the standard.
- 7.28 **Observation:** Wood deck boards are split.
Standard: At the time of installation, splits in wood deck boards shall not exceed 1/8 inch.
Builder's Responsibility: The builder will replace deck boards as necessary to meet the standard at the time of installation.
- 7.29 **Observation:** Wood deck boards are warped or bowed.
Standard: At the time of installation, wood deck boards should not bow more than 1/2 inch in 8 feet.
Builder's Responsibility: The builder will replace deck boards as necessary to meet the standard at the time of installation.
- 7.30 **Observation:** Stain color variations are on wood deck.
Standard: Stain color variations are not acceptable if they result from improper stain application or failure to mix the stain properly. Stain color variations resulting from weathering of the boards or from varying porosity of the wood used to build the deck are normal and are not covered by this standard.
Builder's Responsibility: The builder will re-stain the boards as necessary to meet the standard.
- 7.31 **Observation:** Wood deck board has nail head protruding.
Standard: At the time of closing nail heads shall not protrude from the floor of the wood deck.
Builder's Responsibility: At the time of closing, the builder will refasten nails with heads protruding from the floor of the deck so that the heads are flush with the surface and the boards are secure.
Homeowner's Responsibility: It is the homeowner's responsibility to periodically check the deck for protruding or loose nails, and to re-nail as necessary.

- 7.32 **Observation:** Nails on wood deck are “bleeding”.
Standard: Nail stains extending more than 1/2 inch from the nail and readily visible from a distance of more than 6 feet are not acceptable.
Builder’s Responsibility: The builder will eliminate nail stains to meet the standard or replace the deck board if necessary.
- 7.33 **Observation:** Wood deck railing lacks rigidity.
Standard: At the time of closing, wood deck railings shall be firmly and securely attached to structural members so that no visible movement occurs under normal use.
Builder’s Responsibility: The builder will repair or re-secure deck railings as necessary to comply with the standard.
Homeowner’s Responsibility: It is the homeowner’s responsibility to ensure that the deck railings are used as a means of fall prevention and not used to support the weight of individual(s) by sitting or leaning on the rail.
- 7.34 **Observation:** Railings on wood decks contain slivers in exposed areas.
Standard: Railings on wood decks should not contain slivers longer than 1/8 inch in any exposed area at the time of closing.
Builder’s Responsibility: The builder will repair railings as necessary to remove the slivers to meet the standard.

SECTION 8: ROOF STRUCTURE, MATERIALS AND FLASHING, GUTTER, DOWNSPOUTS, AND SKYLIGHTS.

- 8.1 **Observation:** Roof ridge sags or bows.
Standard: Roof ridge should not sag or bow more than 2 inch in 10 feet, and not to exceed a 3 inch deflection on one continuous ridge.
Builder’s Responsibility: The builder will repair any deficiencies which do not meet the standard.
- 8.2 **Observation:** Roof rafter bows.
Standard: Rafters that bow greater than 1 inch in 8 feet are considered excessive.
Builder’s Responsibility: The builder will repair any deficiencies which do not meet the standard.
- 8.3 **Observation:** Roof sheathing is bowed and appears wavy.
Standard: Roof sheathing should not bow more than 1 inch in 2 feet.
Builder’s Responsibility: The builder will straighten bowed roof sheathing as necessary to meet the standard.

Roof Vents

- 8.4 **Observation:** A roof vent or attic louver leaks.
Standard: Roof vents and attic louvers should not leak; however, infiltration of wind-driven rain and snow are not considered leaks and are beyond the control of the builder.
Builder’s Responsibility: The builder will repair or replace the roof vents or louvers as necessary to meet the standard.

Fiberglass or Asphalt Shingles and Flashing

- 8.5 **Observation:** The roof or flashing leaks.
Standard: Roofs and shingles shall not leak under normal conditions. On some occasions, a driving rain with high wind at a particular angle to the shingle can produce a temporary leak. The particular angle to the shingle can produce a temporary leak. The water tightness of the roof is a combination of the shingling material and the sheet of metal work used at the punctures of the roof and at openings such as the chimney.
Builder’s Responsibility: The builder will repair any verified roof or flashing leaks **not caused** by wind-driven rains, hail, snows, ice build-up, leaves, debris, or the homeowner’s actions (i.e., installation of gutter guards or other work involving the roof and/or shingles or homeowner’s negligence).
Homeowner’s Responsibility: It is the homeowner’s responsibility to keep the roof drains, gutters, and downspouts free of debris.
- 8.6 **Observation:** Ice builds up on the roof.
Standard: During prolonged cold spells, ice is likely to build up at the eaves of a roof. This condition occurs when snow and ice accumulate, and gutters and downspouts are frozen.
Builder’s Responsibility: None.
Homeowner’s Responsibility: Prevention of ice build-up on the roof is a homeowner’s maintenance item.
- 8.7 **Observation:** Shingles have blown off the roof.
Standard: Shingles should not blow off in winds less than manufacturer’s warranty covers for the type of shingle installed.
Builder’s Responsibility: The builder will ensure proper installation of shingles.
- 8.8 **Observation:** Shingles are not aligned.
Standard: Shingles should be installed according to the manufacturer’s installation instructions to ensure the proper appearance.
Builder’s Responsibility: The builder will remove shingles that do not meet the standard and replace them with shingles that are properly aligned.
- 8.9 **Observation:** Shingle color mismatch.
Standard: Manufacturers do not guarantee uniform color. Some color mismatches occur from sun reflections, minor differences in colors between shingles in the same lots and the aging and weathering of shingles. Color variations are to be expected.
Builder’s Responsibility: None.

- 8.10 **Observation:** Shingle edges and corners are curled or cupped.
Standard: Shingle edges and corners should be flat.
Builder's Responsibility: The builder will ensure that all shingles will lay flat.
- 8.11 **Observation:** Shingles do not overhang edges of roof or hang too far over edges of roof.
Standard: Shingles shall overhang roof edges by not less than 1/4 inch and not more than 1 inch.
Builder's Responsibility: The builder will reposition or replace shingles as necessary to meet the standard.
- 8.12 **Observation:** Shingles have developed surface buckling.
Standard: Shingles buckling high than 1/4 inch are considered excessive.
Builder's Responsibility: The builder will fix the affected shingles to meet the standard.
- 8.13 **Observation:** Sheathing nails have loosened from framing raised shingles.
Standard: Nails should not loosen from roof sheathing to raise shingles from surface.
Builder's Responsibility: The builder will repair all areas as necessary to meet the standard.
- 8.14 **Observation:** Holes from walk boards are visible in exposed portions of shingles.
Standard: There should be no holes from walk boards in the exposed part of the shingles.
Builder's Responsibility: The builder will replace any shingles not meeting the above standard.

Roll Roofing

- 8.15 **Observation:** Roof leaks due to water trapped under roll roofing.
Standard: Water shall not become trapped under roll roofing.
Builder's Responsibility: If water becomes trapped under roll roofing during the service period, the builder will repair or replace the roofing as necessary to meet the standard.
- 8.16 **Observation:** Roofing is bubbled or wrinkled but does not leak water.
Standard: Bubbled or wrinkled surface of roll roofing is caused by unusual conditions of heat and humidity acting on the asphalt and cannot be controlled by the builder.
Builder's Responsibility: None.
- 8.17 **Observation:** Water is standing on a flat roof.
Standard: Water should drain from the flat roof except for minor ponding limited to 48 hours following a rainfall.
Builder's Responsibility: Builder will take corrective action to assure proper drainage of the roof.

Chimney Flashing

- 8.18 **Observation:** Leak in new chimney flashing.
Standard: New chimney flashing should not leak under normal conditions, except where the cause is determined to result from ice build-up or the homeowner's actions or negligence.
Builder's Responsibility: The builder will repair leaks in new chimney flashing not caused from ice build-up or the homeowner's actions or negligence.
Homeowner's Responsibility: Chimney flashing and chimney caps should be kept in good condition in order to keep moisture from entering your chimney. They should be checked occasionally for rust, corrosion and secure attachment. Have loose flashing repaired by a professional. If flashing is not tight, it will allow water to leak through the spot that the flashing is protecting.

Gutters and Downspouts

- 8.19 **Observation:** Gutters or downspouts leak.
Standard: Gutters and downspouts should not leak.
Builder's Responsibility: Builder will repair leaks in gutters and downspouts.
Homeowner's Responsibility: Keep all gutters and downspouts free of any debris, including leaves, tree limbs, and other objects which may block the normal flow of water through the system.
- 8.20 **Observation:** Gutters overflow during a heavy rainstorm.
Standard: Gutters may overflow during a heavy rainstorm.
Builder's Responsibility: The builder will repair if gutters overflow during normal rains.
Homeowner's Responsibility: Homeowner is responsible for keeping gutters free from debris that could cause overflow.
- 8.21 **Observation:** Water remains in the gutters after rain.
Standard: When a gutter is unobstructed by debris, the water level should not exceed 1 inch in depth.
Builder's Responsibility: Builder will repair the gutter to meet the standard.
- 8.22 **Observation:** Skylight leaks.
Standard: Leaks resulting from improper installation of skylights are unacceptable. Condensation on interior surfaces of skylights is not a leak and not considered a defect.
Builder's Responsibility: Builder will repair any leaks to meet the standard.

SECTION 9: INSULATION

- 9.1 **Observation:** Insufficient insulation.
Standard: Insulation should be installed according to both the R-values designed in the contract documents and local building codes.
Builder's Responsibility: Builder will install insulation to meet the standard.
- 9.2 **Observation:** Pipes freeze due to improper insulation.
Standard: Pipes should not freeze if properly insulated and all necessary homeowner precautions have been taken.
Builder's Responsibility: The builder will repair the damaged plumbing and correct the insulation to prevent pipes from freezing when homeowner has taken the necessary precautions. The repair may involve opening the walls for access to the pipe and either adding or replacing insulation that may have moved during construction. If may be necessary to install a permanent heat vent to warm the space in order to prevent the freeze from reoccurring.
Homeowner's Responsibility: The owner is responsible for draining or otherwise protecting pipes and exterior faucets exposed to freezing temperatures.
- 9.3 **Observation:** Drafts around doors and windows.
Standard: Proper installation, to include weather-stripping, caulking and insulating around these areas can minimize air passage. However, under certain temperature and wind conditions, some infiltration will occur.
Builder's Responsibility: Builder will inspect and ensure that doors and windows are properly installed and adjusted correctly to minimize air filtration.
- 9.4 **Observation:** Movement of blown attic insulation.
Standard: On occasion, due to attic ventilation or unusually high winds, blown-in attic insulation will tend to move from its original position.
Builder's Responsibility: None.
Homeowner's Responsibility: In such cases, insulation should be repositioned by the homeowner.

SECTION 10: WINDOWS AND DOORS

Windows

- 10.1 **Observation:** Window is difficult to open or close.
Standard: Windows should operate with reasonable pressure.
Builder's Responsibility: The builder will correct or repair as necessary to meet the standard.
Homeowner's Responsibility: Routine maintenance will help ensure proper operation of the windows.
- 10.2 **Observation:** Scratches appear on surface of glass.
Standard: Glass surfaces should not have scratches visible from 10 feet under normal lighting conditions.
Builder's Responsibility: At the time of closing, the builder will replace any scratched glass surface that does not meet the standards.
- 10.3 **Observation:** Condensation and/or frost on inside surfaces of windows.
Standard: Windows will collect condensation on their interior surfaces when extreme temperature differences and high humidity levels occur. Condensation usually results from humid conditions within the home created by the owner or during the curing process in a new space.
Builder's Responsibility: Unless the window condensation or frost is directly attributed to a faulty installation, it usually results from conditions beyond the builder's control. If windows have been properly installed no corrective action is required.
Homeowner's Responsibility: If a humidifier is installed, homeowner must follow the manufacturer's recommendations for proper operation.
- 10.4 **Observation:** Air leaks in and/or around window.
Standard: Windows should be installed properly to help eliminate air leaks in and/or around windows.
Builder's Responsibility: If air comes in because windows or weather-stripping were fitted poorly, builder will repair the improperly fitted windows or weather-stripping.
- 10.5 **Observation:** Condensation between window panes.
Standard: There should be no condensation between the window panes.
Builder's Responsibility: The builder will repair or replace the window to meet the standard.
- 10.6 **Observation:** During rains, water appears on interior corner of glazed window unit.
Standard: Water leakage from improper installation is unacceptable.
Builder's Responsibility: The builder will repair any deficiencies attributable to improper installation.
- 10.7 **Observation:** Windows leak during a heavy rainstorm.
Standard: Windows may leak during a heavy rainstorm.
Builders Responsibility: The Builder will repair if windows leak during normal rains.
Homeowner's Responsibility: Homeowner is responsible for keeping windows properly caulked and free from debris that could cause leaking.

Exterior Doors and Garage Doors

- 10.8 **Observation:** Exterior door is warped.
Standard: Exterior doors shall not warp to the extent that they become inoperable, cease to be weather-resistance, or exceed 1/2 inch measured diagonally from corner to corner.
Builder's Responsibility: The builder will correct or replace exterior doors that do not meet the standard. The builder is not responsible for exact matches of wood grains, stains, paint finishes or discontinued styles for replacement doors.
- 10.9 **Observation:** Raw wood shows at the edges of inset panel on exterior door.
Standard: Wooden panels will shrink and expand because of temperature and/or humidity changes and may expose unpainted surfaces. This does not constitute a defect. Shrinkage of panel doors should not create actual gaps between the panels and their frame or meeting surface.
Builder's Responsibility: The builder will repair or replace and refinish the panel to meet the standard once during the service period.
Homeowner's Responsibility: The homeowner is responsible for touching up exposed areas of unpainted areas caused by shrinkage of door panels.
- 10.10 **Observation:** Door panel is split.
Standard: Split panels should not allow light to be visible through the door.
Builder's Responsibility: The builder will repair and paint or stain the split panel that does not meet the standard once during the service period.
- 10.11 **Observation:** Exterior door sticks.
Standard: Exterior doors shall operate smoothly. As an exception, wooden exterior doors may stick during occasional periods of high humidity.
Builder's Responsibility: The builder will adjust or replace the door to meet the standard.
- 10.12 **Observation:** Door swings open or closed by the force of gravity.
Standard: Exterior doors shall not swing open or closed by the force of gravity alone.
Builder's Responsibility: The builder will adjust the door to prevent it from swinging open or closed by the force of gravity unless self-closing doors are required by the local building codes.
- 10.13 **Observation:** Air leaks around the doors.
Standard: Doors will be installed properly to minimize air leaks around the doors.
Builder's Responsibility: If air comes in because doors were installed improperly or weather-stripping was fitted poorly, the builder will repair to meet the standard.
- 10.14 **Observation:** Gaps are visible between exterior door edge, door jamb, and threshold.
Standard: Gaps should not exceed 3/16 inch.
Builder's Responsibility: The builder will repair to meet the standard.
- 10.15 **Observation:** Sliding patio door or screen will not stay on track.
Standard: Sliding patio doors and screens should slide on their tracks at the time of closing.
Builder's Responsibility: The builder shall correct or adjust to meet the standard.
- 10.16 **Observation:** Garage door fails to operate properly.
Standard: Garage doors should operate properly under normal conditions.
Builder's Responsibility: The builder should install garage door to meet the above standard.
Homeowner's Responsibility: Springs are under tension at all times and should never be adjusted except by those with a thorough knowledge of the mechanism.
- 10.17 **Observation:** Garage doors sag.
Standard: Garage door should not sag.
Builder's Responsibility: The builder will secure, reinforce and support track as required to provide the strength and rigidity to ensure that the garage door will not sag.
- 10.18 **Observation:** Garage doors leak during period of rain or snow.
Standard: Garage doors should not leak, under normal conditions.
Builder's Responsibility: The builder will repair leaks resulting from a failure to properly install the garage doors. During severe weather conditions, some leakage may occur.

SECTION 11: DRYWALL AND PLASTER FINISHES

- 11.1 **Observation:** Cracks and separations in drywall and/or corner beads; nail pops.
Standard: The builder will correct drywall defects such as cracks and separation in drywall, cracks and separation in corner beads and nail pops in excess of 1/8 inch during the One Year Post Occupancy Service. The builder will correct nail pops, which have broken finished surface. The builder is not responsible to repair drywall or tape cracking that is caused by truss uplift.
Builder's Responsibility: The builder will repair the above defects to match the original finish as closely as possible. The builder will apply touch up paint to the repairs with the original paint color in areas where the builder was responsible for the original interior painting. A perfect match between original paint and touch up paint cannot be expected. The builder is responsible to touch up only the repaired areas and not an entire room or wall. The builder is not required to repair defects that are covered by wallpaper.
- 11.2 **Observation:** Minor seam separations, corner bead cracks, blisters, ridging at same lines, and mounds at nail heads.

Standard: The above items are cosmetic finishing imperfections and not defects since they are common conditions that are generally caused by lumber stabilization and should be expected. Cosmetic finishing imperfections that can be readily observed by visual inspection from a distance of 6 feet under normal lighting conditions will be repaired by the builder one time during the service period, except where normal repainting will cover the blemish, as in the case of a hairline crack. The builder is not responsible to repair drywall or tape cracking that is caused by truss uplift.

Builder's Responsibility: As a courtesy one time during the One Year Post Occupancy Service, the builder will repair cosmetic finishing imperfections as defined above to match the original finish as closely as possible. The builder will touch up and paint the repairs with the original paint color in areas where the builder was responsible for the original interior painting. A perfect match between original paint and touch up paint cannot be expected. The builder is responsible to touch up only the repaired areas and not an entire room or wall. When the paint is provided to the homeowner by the builder, the homeowner will be responsible for paint touchups. The builder is not required to repair blemishes that are covered by wallpaper.

- 11.3 **Observation:** Cracks or breaks in tape where walls meet insulated ceiling.
Standard: Cracks where interior walls meet insulated ceilings can be caused by the bowing of the roof trusses. Roof trusses will rise in the winter, especially when the bottom chord of the truss is surrounded by a thick layer of insulation that prevents the bottom chord from obtaining the same temperature and moisture content as the top chord. This lifts the ceiling drywall and may crack the drywall tape.
- 11.4 **Observation:** Repaired textured ceiling or walls do not match. Standard: Texture and color variations are to be expected. Builder's Responsibility: None.

SECTION 12: PAINTING, VARNISHING, AND WALLPAPERING

- 12.1 **Observation:** Exterior paint or stain is peeling, chalking or fading (except gutters, downspouts or other sheet metal areas.)
Standard: Peeling, chalking or fading, except through the normal oxidation process, should not occur during the service period.
Builder's Responsibility: The builder shall properly prepare and repaint the affected areas, matching the color as closely as possible. Homeowner must understand that touch up may not match exactly. Should the paint deterioration affect the majority of a wall or area, the area should be repainted. The builder shall repaint in accordance with standards of good workmanship one time during the service period.
- 12.2 **Observation:** Varnished or stained exterior millwork deteriorates due to weather conditions, including sunlight.
Standard: Varnished or stained exterior millwork deteriorates due to weather conditions, including sunlight.
Builder's Responsibility: None.
Homeowner's Responsibility: Varnished or stained millwork requires more frequent refinishing than do painted surfaces.
- 12.3 **Observation:** Inconsistent finishes on exterior and/or interior painted walls or millwork can be readily observed from a distance of 6 feet, under normal lighting conditions.
Standard: The builder is responsible to apply as consistently as possible the number of coats specified in the contract. Pre-primed millwork has a primer coat. The number of primer coats and final coats shall be the same throughout the house unless otherwise specified in the contract.
Builder's Responsibility: The builder will provide the proper number of coats as specified in the contract. If a primer coat has been omitted an additional final coat may be added as a substitute.
- 12.4 **Observation:** Painting is required as a result of repair work.
Standard: Where repaired areas require paint touch up or repainting, the builder will be responsible only if painting was part of the builder's contract and specifications.
Builder's Responsibility: The builder will properly prepare and repaint affected areas, matching color as closely as possible. Homeowner must understand that touch up may not match exactly. Should the paint repair affect the majority of a wall or area, the area, but not necessarily the entire room, should be repainted. The builder will repaint in accordance with standards of good workmanship one time during the service period.
- 12.5 **Observation:** The exterior and/or interior painted surfaces do not seem to be washable.
Standard: Washability is as defined by the paint manufacturer.
Builder's Responsibility: None.
- 12.6 **Observation:** There are color variations of stained woodwork.
Standard: Stain color will vary on different types of wood. Because of wood graining, the stain color may vary throughout the same piece of wood and wood types.
Builder's Responsibility: None.
- 12.7 **Observation:** Varnish or lacquer interior finishes have deteriorated.
Standard: Clear finishes on interior woodwork should not deteriorate during the service period.
Builder's Responsibility: The builder will retouch affected areas of clear-finish interior woodwork and match the original finish as closely as practical.
- 12.8 **Observation:** Wallpapering is losing adhesion.
Standard: Wallpapering should not lose adhesion under normal wear.
Builder's Responsibility: Provided the wallpapering is in the builder's contract, it should be repaired. If a patch or repair must be made, builder shall match as closely as possible. Because of due lot differences, homeowner must understand an exact match may not be possible. Builder is not responsible for discontinued patterns. If installed by the homeowner, wallpaper repairs are the homeowner's responsibility.

- 12.9 **Observation:** Patterns in wall covering are mismatched at the seams.
Standard: Patterns in wall coverings shall match as closely as possible.
Builder's Responsibility: None.
- 12.10 **Observation:** Homeowner's wallpapering or homeowner's painting is affected by related repairs.
Standard: The homeowner should inspect the surface prior to painting or wallpapering. Since the work was done by the homeowner, the homeowner accepted the surface as satisfactory for the original work at the time of installation. The homeowner is responsible for any subsequent paint and paper repairs to that surface.
Builder's Responsibility: None.

SECTION 13: FLOORING

- 13.1 **Observation:** Carpet does not match at seams.
Standard: It is not unusual for carpet seams to show; however, a visible gap at the seams is not acceptable.
Builder's Responsibility: If the carpet was installed by the builder, the builder will eliminate gaps at carpet seams.
- 13.2 **Observation:** Carpet comes loose or stretches.
Standard: When stretched and secured properly, wall-to-wall carpet should not come up, loosen or separate from points of attachment at the time of closing.
Builder's Responsibility: If the carpet was installed by the builder, the builder will re-stretch or re-secure as necessary to meet the standard.
Homeowner's Responsibility: Homeowners should avoid dragging heavy objects across carpet to reduce loosening or stretching of carpet.
- 13.3 **Observation:** Voids (holes) appear in padding below the carpet's surface.
Standard: Carpeted areas should have full pad coverage consistently throughout the carpeted areas.
Builder's Responsibility: The builder will repair any deficiencies to meet the standards.
- 13.4 **Observation:** Tack nail and/or Staples in the carpet are popping up or popping out.
Standard: It is common for tack nails/staples to be used during carpet installation. Overtime, these tack nails/staples can begin to pop out. This is not a defect. Owner may hammer them back down.
Builder's Responsibility: None.
- 13.5 **Observation:** Depressions or ridges appear in resilient flooring because of sub-floor irregularities.
Standard: Depressions or ridges exceeding 1/8 inch should be repaired. The ridge or depression measurement is taken with the gap at one end of a 6 inch straightedge centered over the depression or ridge with 3 inches of the straightedge held tightly to the floor on one side of the defect.
Builder's Responsibility: The builder will take corrective action to bring the defect within the acceptable tolerance so that the depression or ridge is not readily visible and is not more than 1/8 inch. The builder will not be responsible for discontinued patterns or color variations when repairing the floor covering, although efforts will be made to repair with similar materials.
- 13.6 **Observation:** Resilient flooring loses adhesion.
Standard: Resilient flooring should not lift or detach from the surface.
Builder's Responsibility: The builder will repair the affected resilient flooring as necessary. The builder is not responsible for discontinued patterns or color variations when repairing the floor covering, although efforts will be made to repair with similar materials.
- 13.7 **Observation:** Seams or shrinkage gaps show in resilient sheet flooring.
Standard: Open gaps at seams in resilient sheet flooring are not acceptable. Where materials meet, the gap shall not exceed 1/8 inch.
Builder's Responsibility: The builder will repair the resilient flooring as necessary to meet the standard. The builder will not be responsible for discontinued patterns or color variations when repairing the floor cover, although efforts will be made to repair with similar materials.
- 13.8 **Observation:** Bubbles appear on roll vinyl flooring.
Standard: Bubbles resulting from trapped air that protrude higher than 1/16 inch from the floor are not acceptable.
Builder's Responsibility: The builder will repair the floor to meet the standard.
- 13.9 **Observation:** Resilient floor tile is loose.
Standard: Resilient floor tiles shall be securely attached to the floor.
Builder's Responsibility: The builder will attach loose resilient floor tiles securely to the floor. The old adhesive will be removed, if necessary, to re-secure the tiles.
- 13.10 **Observation:** Gaps exist between strip wood floor boards.
Standard: Gaps between strip wood floor boards shall not exceed 1/16 inch in width at time of installation.
Builder's Responsibility: The builder will repair gaps that do not meet the standard.
Homeowner's Responsibility: The homeowner is responsible for maintaining proper humidity levels in the home.
- 13.11 **Observation:** Strip wood floor board is cupped.
Standard: Cups in strip wood floor boards shall not exceed 1/16 inch height in a 3 inch maximum span measured perpendicular to the long axis of the board. Cupping caused by exposure to moisture beyond control of the builder is not covered.
Builder's Responsibility: The builder will correct or repair to meet the standard

- 13.12 **Observation:** There is excessive lippage at the junction of wood flooring products to other flooring material at the time of installation.
Standard: Lippage greater than 1/16 inch is considered excessive.
Builder's Responsibility: The builder will repair flooring to meet the standard.
- 13.13 **Observation:** Crowning (or warping) of strip flooring has occurred.
Standard: Crowning (or warping) of strip flooring shall not exceed 1/16 inch in a 3 inch span when measured perpendicular to the long axis of the board.
Builder's Responsibility: The builder will repair to meet the standard.
- 13.14 **Observation:** Wood flooring buckles from its substrate (underlying support).
Standard: The wood flooring should not become loose from substrate.
Builder's Standard: The builder will repair to meet the standard.
- 13.15 **Observation:** The top coat of wood flooring finish has peeled.
Standard: The top coat of wood flooring finish should not peel during normal usage.
Builder's Responsibility: The builder shall refinish any field-applied finishes that have peeled. Peeling of the pre-finished coating will be referred to the manufacturer.
- 13.16 **Observation:** LVP/Floating Floor Issue.
Builder's Responsibility: None. LVP/Floating Floors are specifically excluded from Builder's Warranty. See #15 under Section IV above.

SECTION 14: FINISHED CARPENTRY AND MILLWORK

- 14.1 **Observation:** Interior door is warped.
Standard: Interior doors (full opening) should not warp in excess of 1/4 inch as measured diagonally from corner to corner.
Builder's Responsibility: The builder will repair or replace and refinish as necessary any warped door to meet the standard.
- 14.2 **Observation:** Bifold doors come off tracks during normal operation.
Standard: Bifold doors should slide properly on their track.
Builder's Responsibility: Builder will repair any bifold door that will not stay on its track during normal operation once during the service period.
Homeowner's Responsibility: Cleaning and maintenance necessary to preserve proper operation are the homeowner's responsibility.
- 14.3 **Observation:** Pocket doors rub in their pockets during normal operation.
Standard: Pocket doors should not rub in their pockets.
Builder's Responsibility: At the time of closing the builder will repair the pocket doors to meet the standard and if needed one additional time during the service period.
- 14.4 **Observation:** Wooden door panel splits.
Standard: Wooden door panel should not split to the point where light is visible through the door.
Builder's Responsibility: The builder will fill splits in the door with wood filler and match the original paint or stain as closely as possible once during the service period.
- 14.5 **Observation:** Door rubs on jambs or latch does not work.
Standard: Doors should operate smoothly, and door latches should operate correctly.
Builder's Responsibility: Builder will repair the door and door latch as necessary to meet the standard.
- 14.6 **Observation:** Door drags on carpet or other floor covering.
Standard: Doors should not drag on carpet or other floor covering.
Builder's Responsibility: Builder will repair the door to meet the standard if the builder installed the carpet or other floor covering.
- 14.7 **Observation:** Door swings open or closed by force of gravity.
Standard: Doors should not swing open or closed by the force of gravity alone.
Builder's Responsibility: The builder will adjust the door as necessary to meet the standard.
- 14.8 **Observation:** Gaps exist between interior stair risers, treads, skirts, and/or other railing parts.
Standard: Gaps between adjoining parts that are designed to be flush should not exceed 1/8 inch. Gaps in excess of 1/8 inch, but not to exceed 1/4 inch, may be puttied or caulked. Anything exceeding 1/4 inch will be replaced.
Builder's Responsibility: At the time of closing, the builder will fix the gap with filler or replace parts as necessary to meet the standard.
- 14.9 **Observation:** Stair riser or tread squeaks.
Standard: Totally squeak-proof stair risers and treads cannot be guaranteed.
Builder's Responsibility: The builder will refasten any loose risers and treads or take other corrective action to eliminate squeaking to the extent possible without removing treads, carpet or ceiling finishes.

- 14.10 **Observation:** Interior stairs railing is loose and lacks rigidity.
Standard: At the time of closing, the interior stair railings should be firmly attached to structural members so that no visible movement occurs under normal use.
Builder's Responsibility: The builder will repair any stair railings to comply with the standard.
- 14.11 **Observation:** There are openings at the joints of trim and moldings.
Standard: Gaps in joints of trim and moldings should not exceed 1/16 inch.
Builder's Responsibility: At the time of closing, gaps in molding in excess of 1/16 inch, but not to exceed 1/4 inch, may be puttied or caulked. Anything exceeding 1/4 inch will be replaced.
- 14.12 **Observation:** There is an opening between molding and the adjacent surface.
Standard: Gaps between molding and adjacent surface should not exceed 1/8 inch.
Builder's Responsibility: At the time of closing, gaps between molding and adjacent surfaces in excess of 1/8 inch but not to exceed 1/4 inch may be puttied or caulked. Anything exceeding 1/4 inch will be replaced.
- 14.13 **Observation:** Nails are not properly set or, where puttied, nail holes are not properly filled.
Standard: At the time of closing, setting nails and filling nails holes are considered part of painting and finishing. After painting or finishing, nails or nail holes should not be readily visible from a distance of 6 feet under normal lighting conditions.
Builder's Responsibility: Where the builder is responsible for painting, the builder should take necessary action to meet the standard.
- 14.14 **Observation:** Top and bottom of molding do not align.
Standard: Top or bottom edge of adjoining trim or moldings should not be out of alignment more than 1/16 inch.
Builder's Responsibility: At the time of closing, the builder will repair or replace to meet the standard.
- 14.15 **Observation:** Interior trim is split.
Standard: Splits, cracks, or checking should not exceed 1/16 inch. Cracks up to 1/16 inch may be puttied or caulked but should not be visible at a distance of 6 feet under normal lighting. Trim pieces with such defect exceeding 1/16 inch should be replaced and repainted.
Builder's Responsibility: At the time of closing, the builder will repair or replace to meet the standard.
- 14.16 **Observation:** Cabinets do not meet ceilings or walls.
Standard: Gaps in excess of 3/8 inch are unacceptable.
Builder's Responsibility: The builder will repair the gap with caulk, putty, or scribe molding or reposition/reinstall cabinets to meet the standard.
- 14.17 **Observation:** Cabinet frames do not line up with each other.
Standard: Cabinet face frames abutting or adjoining one another should not be out of line more than 1/8 inch.
Builder's Responsibility: Builder will make necessary adjustments to meet the standard.
- 14.18 **Observation:** Cabinet door or drawer is warped.
Standard: Cabinet door or drawer warping should not exceed ¼ inch as measured from the face frame to the point of furthestmost warping with the door or drawer front in the closed position.
Builder's Responsibility: Builder will replace or correct doors and drawer fronts as necessary to meet the standard.
- 14.19 **Observation:** Cabinet door or drawer binds.
Standard: Cabinet doors and drawers should open and close with reasonable ease.
Builder's Responsibility: The builder will adjust or replace doors and drawers as necessary to meet the standard.
Homeowner's Responsibility: Drawers should not contain excessive weight such as to cause drawers to bind.
- 14.20 **Observation:** Cabinet door will not stay closed.
Standard: Catches and closing mechanisms for cabinet doors should be adequate to hold the doors in a closed position.
Builder's Responsibility: The builder will adjust or replace mechanism or cabinet part, as necessary to meet the standard once during the service period.
- 14.21 **Observation:** There are color variations/seam lines of stained woodwork/opaque cabinet finishes.
Standard: Stain color will vary on different types of wood. Because of wood graining, the stain color may vary throughout the same piece of wood and wood types. Seam Lines and finish breaks are normal characteristics of opaque finishes and cabinets and are not considered a defect.
Builder's Responsibility: None.
- 14.22 **Observation:** The spacing between two cabinet doors without a center stile is excessive.
Standard: The spacing between cabinet doors without a center stile should not exceed 3/8 inch.
Builder's Responsibility: At the time of closing, cabinet doors should meet the above standard.
Homeowner's Responsibility: Maintain cabinet door spacing after the time of closing.
- 14.23 **Observation:** Laminate on countertop is delaminated.
Standard: Laminate countertops should not delaminate.
Builder's Responsibility: Builder will repair or replace delaminated countertop unless caused by homeowner's misuse or negligence.
Homeowner's Responsibility: Homeowner should not get liquid near the seams.

- 14.24 **Observation:** Laminate countertop seams are uneven and/or gapping.
Standard: The gap on a seam should not exceed 1/16 inch.
Builder's Responsibility: Builder will repair to meet the standard once during the service period. Caulking with materials compatible to the finish is acceptable.
Homeowner's Responsibility: Homeowner should not get liquid near the seams.

SECTION 15: MISCELLANEOUS FINISH ITEMS

- 15.1 **Observation:** Towel bar or paper holder comes loose from wall.
Standard: Towel bar or paper holder should be fastened to either wood framing or drywall with an appropriate fastener and in such a way that it will not come loose from wall with normal use.
Builder's Responsibility: The builder will reinstall any towel bar or paper holder that does not meet the standard. The builder is responsible for any drywall or paint touch-up as a result of the repair work.
Homeowner's Responsibility: Towel bars and paper holders should not be used to support the weight of anything more than their intended use. Homeowner is not to use towel bars or paper holders as grab bars.
- 15.2 **Observation:** Shower door leaks.
Standard: Shower doors should not leak.
Builder's Responsibility: The builder will repair or replace shower door so that it does not leak.
Homeowner's Responsibility: Make sure that doors are thoroughly closed. If shower door is a sliding by-pass door, then the innermost door should be closed so that it is closest to the water source or shower head to prevent water from being forced between the door panels.
- 15.3 **Observation:** Shower door is not securely installed, does not close securely, is difficult to open or close, or swings open with gravity.
Standard: Shower doors should be installed securely, should close securely, open and close easily, and not swing open with the force of gravity.
Builder's Responsibility: The builder will adjust or replace the shower door to meet the standard unless due to homeowner negligence.
Homeowner's Responsibility: Homeowner should not use the shower door as a grab bar or for any other use than to prevent water from escaping from the shower enclosure.
- 15.4 **Observation:** Shower doors should be installed to roll smoothly on the tracks and not become dislodged during use.
Standard: Shower doors should be installed to roll smoothly on the tracks and not become dislodged during use.
Builder's Responsibility: The builder will adjust or replace the shower door to meet the standard unless due to homeowner negligence.
Homeowner's Responsibility: Homeowner should not use the shower door as a grab bar and shall keep the tracks clean to prevent obstruction.

THE FOLLOWING SECTIONS 16-19 ARE FOR ITEMS DIRECTLY WARRANTED BY INDEPENDENTLY LICENSED CONTRACTORS AND NOT THE BUILDER. Please refer to your Direct Contact Subcontractor Listing provided to you at time of enrolling in the ABS Warranty Program following Settlement.

SECTION 16: HEATING, VENTILATION AND AIR CONDITIONING STANDARDS

- 16.1 **Observation:** Condensation lines clog with normal use.
Contractor's Responsibility: None.
Homeowner's Responsibility: Condensation lines will clog with normal use. Owner maintenance is required.
- 16.2 **Observation:** Home is unable to maintain proper temperature.
Standard: Heating system should be able to maintain 70 degrees F. in the center of each room at 5 feet above the floor when the outdoor temperature is 2 degrees F. A room temperature may vary plus or minus 2 degrees F. of the thermostat's set point. All temperatures are to be measured with a high quality, properly calibrated, digital thermometer.
Contractor's Responsibility: Contractor should make necessary modifications to system and/or insulation to comply with the standard.
Homeowner's Responsibility: Homeowner should make seasonal airflow balance adjustments as necessary. Annual maintenance should be performed on the equipment. Multi-story homes and/or homes with sunrooms may require constant furnace fan operation to prevent air stratification.
- 16.3 **Observation:** Home unable to maintain proper temperature.
Standard: Cooling system should be able to maintain 78 degrees F. in the center of each room at 4 feet above the floor when the outdoor temperature is 95 degrees F. A room temperature may vary plus or minus 3 degrees F. of the thermostat's set point. All temperatures are to be measured with a high quality, properly calibrated, digital thermometer.
Contractor's Responsibility: Contractor will make necessary modifications to system and/or insulation to comply with the standard.
Homeowner's Responsibility: Homeowner should make seasonal airflow balance adjustments as necessary. Annual maintenance should be performed on the equipment. Multi-story houses and/or homes with sunroom may require constant furnace fan operation to prevent air stratification. Window treatments may need to be closed.

- 16.4 **Observation:** Ductwork separates or detaches.
Standard: Ductwork should remain intact and securely fastened.
Contractor's Responsibility: The contractor will correct separated or detached ductwork to meet the standard.
- 16.5 **Observation:** The ductwork makes noises.
Standard: When metal is heated, it expands, and when cooled, it contracts. The resulting "ticking" or "crackling" sounds are to be expected and do not constitute a defect.
Contractor's Responsibility: None.
- 16.6 **Observation:** The ductwork produces excessively loud noises commonly known as "oil canning".
Standard: The stiffening of the ductwork and the gauge of the metal used should be such that ducts do not "oil can". The booming noise caused by "oil canning" is not acceptable.
Contractor's Responsibility: The contractor will correct the ductwork to eliminate noise.
- 16.7 **Observation:** Air handler vibrates.
Standard: Air handler should not vibrate.
Contractor's Responsibility: The contractor will correct a vibrating air handler to meet the standard.
- 16.8 **Observation:** Refrigerant lines leak.
Standard: Refrigerant lines should not leak during normal operations.
Contractor's Responsibility: The contractor will repair leaking refrigerant lines and recharge the air-conditioning unit unless the damage was caused by the owner's actions or negligence.
- 16.9 **Observation:** There is condensation on the outside of air handlers and ducts.
Standard: Air handlers and ducts will collect condensation on the exterior surfaces during extreme temperature differences and high humidity levels. Condensation results from humid conditions within the home that are created by the owner or during the curing process in a new space.
Contractor's Responsibility: Unless the condensation or frost is directly attributed to faulty installation, it usually results from conditions beyond the control of the contractor. No correction action is required unless due to faulty installation.
- 16.10 **Observation:** Condensation forms in water heater flues of 78% to 80% efficient gas furnace flues.
Standard: It is normal for condensation to form in atmospheric vented gas appliances.
Contractor's Responsibility: None.
- 16.11 **Observation:** Rodents, birds, or other animals invade exhaust fans.
Standard: Rodents, birds or other animals on occasion invade exhaust vents, and are beyond the control of the contractor.
Contractor's Responsibility: None.
Homeowner's Responsibility: This is a home maintenance item. Homeowner is responsible for clearing exhaust fans.

SECTION 17: PLUMBING

- 17.1 **Observation:** Leakage of any kind of plumbing pipe.
Standard: No leak of any kind should exist in any drain-waste-vent or water pipe.
Contractor's Responsibility: The contractor will make any necessary repairs to eliminate leaks in plumbing pipes to meet the standard.
- 17.2 **Observation:** Condensation appears on pipes.
Standard: Condensation on pipes may result at certain combinations of temperature and indoor humidity and is not a defect.
Contractor's Responsibility: None.
Homeowner's Responsibility: Homeowner is to maintain proper relative humidity levels within the house.
- 17.3 **Observation:** A faucet or valve leaks.
Standard: No faucet or valve should leak due to defects in material or workmanship.
Contractor's Responsibility: The contractor will repair or replace the leaking faucet or valve.
Homeowner's Responsibility: If leaking is due to a worn washer, its replacement is the homeowner's responsibility.
- 17.4 **Observation:** Water in plumbing pipe freezes, and the pipe burst.
Standard: Drain, waste, vent, and water pipes should be adequately protected to prevent freezing per the applicable plumbing code for normally anticipated cold weather and in accordance with the design temperatures established by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers.
Contractor's Responsibility: The contractor will correct situations not meeting the applicable code.
Homeowner's Responsibility: The owner is responsible for draining or otherwise protecting pipes and exterior faucets exposed to freezing temperatures.
- 17.5 **Observation:** Water and drain pipes are noisy.
Standard: Because of the flow of water and pipe expansion the water and drain pipe system will emit some noise. However, the water pipes should not make the pounding noise referred to as "water hammer".
Contractor's Responsibility: Some noise in the pipes is natural and comes from the flow of water and from pipes expanding. If there is a pounding noise from improperly anchored water pipes, the contractor will repair.

- 17.6 **Observation:** Hose bibs damaged by freezing temperatures.
Standard: Hose bibs should not freeze if installed properly, providing the owner has removed the hose and any attachments from the spigot during cold weather.
Contractor's Responsibility: The contractor will replace improperly installed hose bibs to meet the standard.
- 17.7 **Observation:** The bathtub or shower leaks.
Standard: Bathtubs and showers should not leak.
Contractor's Responsibility: The contractor will repair bathtub or shower leaks as necessary to meet the standard.
Homeowner's Responsibility: Proper maintenance by the homeowner includes sealing areas around tubs and showers.
Maintenance of caulk seals and grout is the owner's responsibility.
- 17.8 **Observation:** Plumbing fixtures or trim fitting is defective.
Standard: Plumbing fixtures and trim fittings should not be defective.
Contractor's Responsibility: The contractor will repair or replace defective plumbing fixtures or trim fittings.
- 17.9 **Observation:** Fiberglass tub or shower enclosure base flexes.
Standard: Flexing in fiberglass tub or shower enclosure base that is caused by improper installation or defect is not acceptable.
Contractor's Responsibility: The contractor will repair or replace tub or shower enclosure bases that do not meet the standard.
- 17.10 **Observation:** Sewer, fixture, or drain is clogged.
Standard: Sewers, fixtures, and drains should operate properly.
Contractor's Responsibility: Sewers, fixtures, and drains can easily become clogged through the owner's actions (misuse).
Contractor will make the necessary repairs to put the sewer and septic systems in proper operating condition within the first 30 days of occupancy. If the sewer stoppage is due to owner actions, the owner will assume the cost of repair.

SECTION 18: ELECTRICAL

- 18.1 **Observation:** Circuit breaker trips.
Standard: Circuit breakers should not trip with normal usage, except in the case of GFCI outlets which are susceptible to moisture and/or weather conditions.
Contractor's Responsibility: The contractor will repair the wiring if it is not in conformity with local electrical code requirements. If problem is due to owner's equipment or misuse, the owner should pay for the service charge.
- 18.2 **Observation:** Ground fault circuit interrupter (GFCI) trips frequently.
Standard: Ground fault interrupters (GFCI) are safety devices installed as part of the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily and is not a defect unless due to faulty installation.
Contractor's Responsibility: The contractor will install ground fault circuit interrupters (GFCI) in accordance with applicable electrical codes. Tripping is to be expected and is not covered unless it is caused by defective installation or device. If problem is due to owner equipment or misuse, the owner should pay for the service charge and related cost.
- 18.3 **Observation:** Electrical outlets, switches, or fixtures malfunction.
Standard: All electrical outlets, switches, and fixtures should operate as designed.
Contractor's Responsibility: The contractor will repair or replace malfunctioning electrical outlets, switches, and fixtures, if supplied and installed by the contractor.
Homeowner's Responsibility: Before contacting contractor or electrician for service, homeowner should do some routine testing of system. Check to see if outlet is on a switch. Check reset on GFCI outlets. Check circuit breaker. Check light bulb wattages. If problem is due to owner's equipment or misuse, the owner should pay for the service charge and related costs.
- 18.4 **Observation:** Electrical outlet, switches, and/or fixtures appears warm to touch and/or smell of smoke.
Standard: Electrical outlets, switches and/or fixtures should not be warm to touch or smell of smoke.
Contractor's Responsibility: The contractor will check the wiring for conformity to applicable electrical code requirements and the design load specified in the contract for normal use. The contractor will repair wiring not conforming to code specifications.
Homeowner's Responsibility: The homeowner should not overload circuits with extension cords, plugs, oversized wattage light bulbs or small appliances not designed for the outlet, fixture, or circuit. Dimmers may feel warm in their natural state of operation. If the problem is due to homeowner's equipment or misuse, the owner should pay for the service call and related costs.
- 18.5 **Observation:** Contractor installed ceiling fan vibrates excessively and is noisy.
Standard: The contractor should properly install ceiling fans.
Contractor's Responsibility: The contractor will repair any faulty installation.
- 18.6 **Observation:** Exterior light fixtures appear tarnished.
Standard: Exterior fixtures can and will tarnish and lose the luster of their finish.
Contractor's Responsibility: None.
Homeowner's Responsibility: Homeowner is to properly maintain the finish with routine cleaning and maintenance
- 18.7 **Observation:** Receptacle/switch plate cover has a gap between the cover plate and the wall or ceiling surface.
Standard: Receptacle/switch plate cover should fit against the wall or ceiling within 1/8 inch.
Contractor's Responsibility: Contractor will repair to meet standard.

- 18.8 **Observation:** Lights flicker in parts of the home.
Standard: Lights may flicker or dim when appliances and motor driven equipment are started.
Contractor's Responsibility: The contractor will repair wiring if it doesn't conform to electrical code requirements and/or the design load as specified in the contract for normal use.
Homeowner's Responsibility: Heavy electrical equipment may cause momentary dimming of lights and is to be expected. If problem is due to owner's equipment or misuse, the owner should pay for the service charge and related costs.
- 18.9 **Observation:** Recessed electrical fixtures shut off.
Standard: Some recessed electrical fixtures are manufactured with a device that turns the unit off should overheating occur.
Contractor's Responsibility: Contractor to inspect fixture for proper installation and repair as necessary.
Homeowner's Responsibility: Install replacement light bulbs that do not exceed wattage recommended by manufacturer for the fixtures. If problem is due to owner's equipment or misuse, the owner should pay for the service charge and related costs.

SECTION 19: WELL and SEPTIC SYSTEM

- 19.1 **Observation:** Low pressure may be a result of sediment from the well stopping up the screens on the faucet aerators. The end of the faucet can be unscrewed, screens removed, cleaned and reinstalled. This is considered routine homeowner maintenance and is not a warrantable item. If problem persists, contact contractor who installed well.
Builder's Responsibility: None.
- 19.1 **Observation:** Septic systems approved, inspected and regulated by local municipal health departments. Owner is responsible for normal periodic pumping of the septic tank. Owner is responsible for proper use of the system. Examples of improper use or abuse and negligence of the system include but are not limited to: a.) excessive use of water such as overuse of washing machine and dishwasher, including their simultaneous use; b.) connection of sump pump, roof drains or backwash from water conditioner, to the system c.) placing of non-biodegradable items in the system; d.) addition of harsh chemicals, greases or cleaning agents, and excessive amounts of bleaches or drain cleaners; e.) use of a food waste disposer; f.) placement of impervious surfaces over the disposal area (i.e., drainfield); g.) allowing vehicles to drive or park over the disposal area; h.) failure to periodically pump out the septic tank when required.
Builder's Responsibility: None.

SECTION 20: LANDSCAPING

- 20.1 **Observation:** Seeding, sod, plantings or trees are dying.
Standard: Seeding, sod, planting or trees and landscape installed by the builder as part of the contract should be in good condition at the time of the closing.
Builder's Responsibility: Builder is not responsible for the life or condition of any of the above under any circumstances beyond the time of closing.
- 20.2 **Observation:** Existing trees, bushes, or grasses die during construction or after dwelling is completed.
Standard: During or after the construction process, existing trees, bushes, and grasses existing on the building site could be affected by and die due to the construction process.
Builder's Responsibility: None.

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