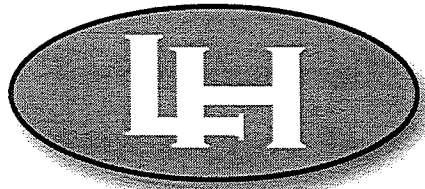


BUILDER'S LIMITED WARRANTY

RESIDENTIAL LIMITED WARRANTY STANDARDS



LEE HOMES

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INTRODUCTION

YOUR NEW HOME

Building a new home is a unique experience. Every construction project plays out in its own way, and one's individual perception of the project can differ widely depending upon their point of view. The homebuyer's view is framed by the fact that a new home is one of the largest financial and emotional investments they will ever make. To the buyer, they are not just buying a new house, they are creating a home where they and their family will live. On the financial side, it is an enormous real estate investment. In both cases, the homebuyer has a very significant and personal interest in seeing that the work is done professionally, properly, and on time.

To the builder, a new home is a product. They will build it and then they will sell it - that is the business that they are in. While we will usually refer to the person who has been hired to build the new home as a "builder", that is not really an accurate name. In general, the builder does not actually have much of a hand in physically building the home. Builders are more accurately called General Contractors. The role of a General Contractor is to act as the management company that acquires and coordinates the suppliers and trade contractors who provide the materials and do the actual physical work of building your home.

In the eyes of trade contractors, your home is a job location. With every home that they finish, their job location changes, but it is always just another day at the office for them. These trade contractors are under a great deal of pressure to run their businesses effectively, to do quality work, and to maintain a rigorous schedule. Each one of them depends upon the other contractors who preceded to leave them with quality work to build upon, and they in turn must pay attention to the quality of work that they leave behind when they are done. One by one, they each lend their particular skills to the final product, and then move on to the next home.

Throw into this mix the developers who have created the site upon which the home will be built, the local government units that inspect your home to see that it conforms with all the applicable codes, the manufacturers and suppliers of the various building materials, the banks and bankers who will handle the financial transaction, assorted realtors, lawyers, and any number of other people whose business depends in part or in whole on the construction of new homes, and you have assembled quite a party. While the purchase of your home is in the hands of all of these people, the primary responsibility is with the trade contractors, the general contractor, and the homebuyer.

Any private citizen can legally act as their own general contractor and build their own house. If you were to try it, you would find that there is a giant, unknown world of rules, regulations, expenses, and other miscellaneous hurdles that need to be cleared in order to accomplish this feat. The reason most people hire professional builders to act as their general contractors is to hire the experience and knowledge of those professionals. It is that experience for which you are paying when you buy your new home.

NEW HOME WARRANTIES

Houses are built using a vast array of products and materials. There are literally hundreds of people who have had some hand in the manufacturing, supplying, or installation of the various parts of your home. Any one of these parts may be subject to slight damage, imperfections, or to the possibility of failure. All of these various parts are assembled and fine tuned by human hands, while using materials that are imperfect by their nature. The people doing the work will do their best to produce a quality finish, but it is not possible to produce perfect work. The discovery of a flaw in your home is inevitable, and it is not the same as discovering defective workmanship.

During the construction process, your builder must follow a system of government-mandated permits and inspections that do a good job of requiring that "building standards" are met or exceeded in each home. As a result your home is generally considered to be in compliance with all of these standards at the time you take occupancy. After you have moved into your new home, your builder has an obligation to you for one year to ensure that your home remains free from defects caused by faulty workmanship and defective materials due to noncompliance with building standards.

While the State regulates and inspects many of the critically important aspects of your home, such as electricity, plumbing, and framing, they do not provide much detail of specific warranty coverage outside of those areas. States generally do not try to mandate all of the standards that your builder must follow. Instead, they defer to industry-accepted construction standards and put the responsibility on the builder to provide you with a list of those standards. This Builder's Limited Warranty book contains those standards as recognized and upheld by your builder.

In every home, there are a variety of manufacturer's warranties and specific product warranties on items such as floor coverings, glass, roofing materials, and many other items. Kitchen appliances are one of the most common instances of this type of warranty coverage. Warranties on some other items may extend beyond your builder's one-year warranty obligation. Be sure to fill out and mail, or otherwise return manufacturer's warranty registrations. Many of these suppliers have a professional and well-developed service network, and are fully prepared to help you with any service problems that you may have. Keep a record of product names, styles, model numbers, suppliers, and any other information that may be pertinent to pursuing warranty claims throughout the course of owning your home.

In addition to the builder's statutory one-year warranty, there are also statutory requirements for a two-year warranty against defects in the mechanical systems of new homes, and a ten-year warranty against defects in the structural components of your home. In addition, many builders and certain types of loans require the purchase of an independent insured warranty policy. Homebuyers should be sure to ask their builders and lenders about the warranties that exist for their particular home. This builder's limited warranty is for the first year only.

The two-year portion of your statutory warranty addresses your primary mechanical systems, which are Plumbing, HVAC (Heating, Ventilation, and Air Conditioning), and Electricity. Some trade contractors have voluntarily chosen to increase the length of this coverage to five years or more, so you should familiarize yourself with the specifics of this coverage for your home. The standards of the two-year coverage are not the same as those contained in this book, and may be limited to specific parts or specific circumstances. Record the names and telephone numbers of the mechanical contractors who worked on your home, so that you can contact them if necessary after the expiration of your one-year warranty period.

The ten-year structural coverage of your statutory warranty is rarely used, but you should be familiar with it. Structural warranty claims may need to be substantiated by a report from a structural engineer, or a person or company with similar qualifications. Check with your builder to see what their procedures are for submitting warranty claims related to the ten-year structural warranty period.

If a new home carries an insured warranty policy, then it is important for homeowners to become familiar with the specifics of the coverage and the process involved in submitting a claim. With any combination of warranties, your coverage under one of them does not necessarily limit your coverage under the others, nor does it limit your ability to seek other resolution to your warranty claims. In all cases, warranties are provided for the consumer with the understanding that any product could possibly have or develop an undetected and unintentional defect. The warranties give you a path to follow in order to correct those defects

THE BUILDER'S LIMITED WARRANTY

This builders limited warranty is a "Limited Warranty", as defined in the Magnuson / Moss / Federal Trade Commission Improvement Act, Public Law 93637, 15 U.S.C. 2301 (The "Act"). The Act requires, among other things, that any warranty containing conditions, exceptions, or deductibles shall be referred to as a "Limited Warranty".

Your builder's limited warranty only addresses those issues that are specifically identified in this book. It is important that you understand your new home warranty and the processes that will be followed in resolving any service issues that you wish to have addressed. The information that we provide in this book will present that information to you in a thorough and understandable fashion. Please read this Builder's Limited Warranty book carefully, and refer to it as often as necessary during your first-year warranty period.

The purpose of the limited warranty is to identify and describe those items that are considered to be defects. Items that are identified as defective under the terms of this limited warranty reflect the accumulated standards of quality to which builders and trade contractors generally agree. Because they reflect very broad industry standards, and not your individual builder's own personal standards, your builder has little control over the contents of this limited warranty. If you feel that these standards are not adequate, then it is imperative that you discuss them with your builder before you begin the construction process. If your builder does not specifically agree to additional coverage, then this is the only set of standards to which your builder has agreed.

During your one-year warranty period, it is important to remember that your builder is the sole warrantor of your new home. Trade Contractors and suppliers all have obligations to you and to the builder as part of this warranty, but the builder has taken on the responsibility of answering to you for any warranty issues that arise during the first year. Resolving warranty issues may also involve some of those trade contractors and suppliers.

Everyone who works on your home has the same goal in mind – a beautifully finished home that both you and they can be proud of. Closing on your home represents the end of that construction process, and the beginning of your one-year warranty period. Understanding that imperfections will be found in your home is part of the process of taking possession of your home. The nature of these imperfections will vary from one home to the next. Before you complete the purchase, you should satisfy yourself that your home meets the quality standards that your builder has established, and that you were expecting from your new home. Beginning with the delivery of the home, your home will be considered completed, unless you experience a problem that is specifically addressed in this limited warranty book.

SUBJECTIVE NATURE OF COMPONENTS

During every step of the construction of your home, there usually is more than one way to do each individual job correctly. Here is an abstract example: Let's say that you have a situation where the desired result is to install a device that can be used to open a door. Do not assume that a specific type of handle or doorknob will be used unless this has been expressly discussed with the builder, and preferably documented in writing.

If the device that is installed is not the same one the homeowners were expecting, that does not necessarily make it a warranty item. It is simply a difference of opinion. While it is often safe to assume that the doorknobs that are used will be similar in appearance and quality to the ones that were used in the builder's model home or display center, they may not be identical. The builder may have upgraded the door handles in their model, or they may have ordered specific handles to match the decorating. If there is a specific style or color of doorknob that you want, have it documented in the purchase documents.

The less you leave to chance, the better off you will be. During construction, homebuyers are free to express their own opinions, to make specific requests of the builder, and to get differences resolved in any way they see fit. On the other hand, after the home has been completed and delivered, the builder is under no obligation to replace a properly functioning door handle, unless it is shown to be the wrong doorknob, and the correct doorknob was clearly specified in advance on the purchase documents.

In all cases, "Industry Standards" or similar terms do not necessarily define a single, specific correct way to do something, but rather indicate that something has been completed correctly in order to serve the function for which it was intended. During the warranty period, a builder guarantees that the workmanship and materials that were used in the construction of the home were applied correctly, and will remain free from defects. Your builder is dedicated to upholding that standard, and to seeing that any warranty requests are thoroughly addressed.

HOMEOWNER MAINTENANCE

Part of the reality of owning a home is the need for performing regular maintenance tasks. Even a brand new home will require the care of the homeowner. Once you have moved into your home, you are in control of caring for all of the home's components. Some natural wear and tear begins to affect your home immediately upon completion, even before you take occupancy. As wood, paint, cement, and other products dry they will shrink and settle to some extent, resulting in minor cracks and other blemishes. Many of the components of your home may go through some changes on either a one-time, seasonal, annual, or some other periodic basis. Those normal wear items have been the foundation of countless "honey-do" lists and trips to the local hardware store since the dawning of modern urban America. Unless they meet the conditions described in this limited warranty, this process is considered normal and is beyond the control of any new home builder.

In order to meet these maintenance needs, Homeowners need to arm themselves with knowledge and know-how. In the final analysis, it is entirely your responsibility to either know how or learn how to care for your home. Begin this education by carefully reading the owner's manuals for all of your appliances and mechanical systems. Pay special attention to the periodic maintenance and troubleshooting portions of the manuals. Where this is not sufficient, many retail home improvement stores offer classes to help homeowners learn about routine maintenance tasks and how to perform them properly. If you prefer, there is an endless supply of books and magazines that address home improvement and maintenance. For those of you who simply are not very handy, you can seek help from professional contractors, handyman services, and maintenance companies who can fix anything from loose doorknobs to missing shingles.

If you are still not sure how to address a maintenance issue, you are not alone. Questions about the cleaning, care, or repair of some component the home are quite common. If this situation arises, you should consult a professional who specializes in the area in question. For instance, if you want to know what product to use to clean your wood floors, contact two or more professional floor finishers, flooring suppliers, or cleaners. In all likelihood, you will get somewhat different answers from different people, but you will get a good idea of what the options are. Through this process, you can make well-reasoned, sound decisions about how to maintain your home.

In addition to routine maintenance, homeowners occasionally damage walls, carpets, countertops, or other parts of their home by accident in the course of everyday living. Even if the homeowner did not damage the item deliberately, any damage that the homeowner does to the home is the homeowner's own responsibility. Before you take possession of your new home, be sure to take a thorough look around with your builder, and document any pre-closing damage to the home. This will eliminate confusion over whether something was damaged before closing or afterward.

Sometimes, a question may arise about whether a flaw in the home is the result of homeowner actions, natural causes, or a warrantable construction defect. In such a case, at the discretion of the builder, someone may be assigned to inspect the item and determine whether the flaw is the responsibility of the builder. It is important to note that simply identifying a flaw does not automatically make it a covered item. Some flaws are a natural and expected part of building a new home. Always refer to this builder's limited warranty to determine whether a flaw is severe enough to be considered a defect. If so, it will be treated as any other warrantable defect. If not, you will be responsible for any repairs that you feel are necessary.

WARRANTY PERFORMANCE

WARRANTY REQUESTS

Once you have taken possession of your home, if you have a question regarding warranty coverage, then you should always begin by referring to this book. If your question appears to be something that is covered under the terms of the builder's limited warranty, then you should begin the process of initiating a request for warranty service. Your builder may have developed a process for initiating warranty requests, and it is your responsibility as a homeowner to be sure that you know what that process is. Whether you call the builder's office, or submit a request in some other manner, following that process is the first step in getting your warranty requests addressed.

Warranty service requests typically appear in one of three different forms, which can generally be described as "Emergency" requests, "Urgent" requests, and "Routine" requests. Each of these types of requests will be treated somewhat differently from the others. Descriptions of the three categories and their common treatment are as follows:

EMERGENCIES

In reality, the only real emergencies are things like fires, natural disasters, or personal injuries in your home. Of course, your builder has no role in resolving such problems. You should get a list of the telephone numbers for the appropriate emergency response agencies in your area, and keep it near your telephone in a place that everyone in your home can easily find. Telephone numbers for the police, fire department, poison control, local hospitals, utility services, and other potential help should be kept close at hand. In an emergency situation, you can always call 911 if you are in an area where it is available, and the trained personnel on the other end of the line can help you.

An "Emergency" as it relates to your new home's limited warranty describes a situation that has resulted, or will imminently result in damage to the home or danger to the homeowner. Being designated as an emergency basically means that the problem may be addressed after business hours or on weekends by your builder or their trade contractors. There are generally three types of new home emergencies:

1. Furnace is not functioning, and the temperature is expected to drop below 40 Degrees Fahrenheit.
2. Water leak that can only be contained by shutting off the main water supply.
3. Electrical outage originating in your home and affecting the vital mechanical systems of the home.

If you have an emergency situation in your home, then you should seek help immediately. If your builder has provided you with the emergency contact numbers of the trade contractors who worked on your home, then you may contact them directly. Otherwise, you should contact the builder's office, or follow whatever other process has been described for you.

If the original contractor or other builder's representative cannot be contacted within a reasonable time frame, then you may need to arrange for the repair on your own. Remember that this is your home now, and it is ultimately your responsibility to see that it is protected and maintained. If it turns out that an emergency was caused by a warrantable construction defect, then the defect can be addressed after the immediate problem of the emergency has been resolved.

In some cases, an emergency may not be within the builder's control. If electrical power has been interrupted to a home or an entire neighborhood, contact the local power utility to see whether the problem is outside of the home. If the power is out, most heating systems will not function. If there is a water outage, again, check with the local water utility to determine whether the problem is beyond the scope of the builder's work. In these or any other cases, if the problem is outside the home, then it probably does not have anything to do with your builder. In these situations the builder is generally powerless, and may even be forbidden by law from attempting any repairs.

NON-EMERGENCY REQUESTS

An "Urgent" request describes a situation that either could quickly deteriorate, cause damage, or would present a major irritation to the homeowner if it is left unaddressed for an extended period of time. Examples of an urgent situation would include such problems as a minor plumbing leak, malfunctioning air conditioning, a water heater that is not working, or a clanging or "oilcanning" sound in ductwork that could disturb someone's sleep.

Urgent requests should be reported to the builder or the appropriate trade contractor during regular business hours, and will be addressed promptly. However, these are not emergencies and will generally not be addressed after normal business hours or on weekends.

Most warranty requests are "Routine" requests. These are small items that have no great impact on the operation or use of your home. This type of request should be reported by following the procedures that your builder has described for resolution of warranty requests. These requests will be considered and evaluated based upon the limited warranty standards, in accordance with the builder's warranty resolution process.

SUBMITTING WARRANTY REQUESTS

Every builder has their own system for receiving warranty requests. As early as possible in the construction process, you should discuss warranty procedures with your builder. Whatever their procedures are, it will generally result in faster warranty service if you follow the builder's system.

Talking with a representative of the builder's company out on the street or over the phone may get quick results sometimes, but if the conversation is forgotten, or incorrectly recorded, then it can result in a communication breakdown and poor results. It is always a good idea to submit requests in writing, and to keep a copy of the requests for your records. If your builder follows a system in which they write-up the requests themselves, then you should be sure to get a copy of the list from the builder's warranty representative.

WARRANTY REPAIRS

When an eligible warranty repair has been identified, the builder will assign it to someone to be completed. This person may be an employee of the company, one of their trade contractors or suppliers, or any of a number of third-party companies that provide services to the construction industry. Repairs should then take place within a reasonable period of time.

Depending upon the repairs in question, it could take anywhere from a few hours to a few months for repairs to be made. Some repairs cannot be made immediately due to weather conditions, ordering of materials, or other identifiable factors. Please be patient when this is the case. Ask the builder or other responsible party for an estimate of when the work will be completed, and then check back with them when that time comes.

Other repairs can be made immediately, and you should either contact the repair person or wait to be contacted by them, as directed by your builder's warranty procedures. Minor delays are not uncommon, and can be caused by either the homeowner or the service person. Please do whatever you can to make yourself and your home available to a contractor who is trying to make a repair. Avoid making appointments unless you are relatively sure that you can keep them. Nothing is more frustrating for either of the parties involved than waiting for your counterpart to show up and having it end up being a waste of time.

In all cases, receiving written or printed documentation of warranty repairs is a good practice and a valuable tool. Whether you use the documentation to remind you of future dates, to refresh the memory of the person making the repair, or simply as documentation for your home maintenance history, these are important records to have and keep.

GENERAL PROVISIONS

BUILDERS LIMITED WARRANTY

This limited warranty does not constitute an "Insured" warranty, and in itself does not satisfy the need for an insured warranty that may be required with certain types of financing or other home purchasing programs. This builder's limited warranty is simply a printed interpretation of the residential construction industry standards by which builders generally abide. The builder has agreed to follow these standards during the one-year statutory warranty period, subject to the limitations and conditions described in this limited warranty and any other documentation that is relevant to this new home purchase.

STANDARDS ARE SUBJECT TO CHANGE

The standards contained in this book were generally accepted at the time this book was printed. If there have been any recent changes to the accepted standards of the construction industry, they may not have been included in this limited warranty book. Your home may have a defect that would be covered under the terms of this limited warranty, but has not been included in this book. It is also possible that items that are stated to be defective in this book may not be considered defective at this time. This book is intended as a guide, and should be interpreted in that light. It does not obligate your builder to, nor excuse them from any standards that vary due to local conditions, or that may have changed since this book was produced.

METHOD OF REPAIRS

When a repair is required, the method of repair is entirely up to the discretion of the builder. At their option, the builder will choose whether to repair, replace, or otherwise compensate you for a defective component of your home. When making repairs Builder will attempt to match the existing materials, but an exact match cannot be guaranteed by any contractor. Materials that are used for repairs are chosen at the discretion of the builder, and may differ from the original material, depending upon the function and/or availability of specific products.

HOMEOWNER NEGLECT OR ABUSE

If a problem has been caused or made worse by homeowner neglect or abuse, the homeowner will be responsible for all or some portion of the cost of the repair, or for cleanup related to the repair. Even if the homeowner neglect or abuse is not deliberate, the builder cannot be responsible for the homeowner's actions, maintenance awareness, or maintenance abilities. It is the homeowner's responsibility to maintain their home and to report warranty requests in a timely manner. In all cases, if a defect is found to be the result of homeowner neglect or abuse, the builder is not responsible for the repair. The builder is only responsible for repairs to those components that are subject to defects in original workmanship or materials.

ACCESS TO THE HOME

If a contractor needs to perform a repair, the homeowner must provide access to the home during regular business hours. While regular business hours may vary with different contractors, they should be generally assumed to be 8:00AM-5:00PM Monday through Friday. If a contractor is unable to gain access to a home after a reasonable period of time, and after repeated attempts to contact you, then repairs may not be completed.

LIMITATION OF LIABILITY

This builder's limited warranty addresses only those conditions that are specifically relevant to the workmanship and materials used in the construction of new homes. It is understood that defects are possible in any home, and the builder will address those defects in accordance with normal construction practices as required by the specifics of this limited warranty. This limited warranty does not obligate the builder to liability for any additional damages or expenses whatsoever that may be incurred by any homeowner. These damages or expenses include, but are not limited to such things as relocation expenses during repairs, claims of physical or emotional harm, diminished market value of the home, or any other conditions that are not specifically addressed as construction defects under the terms of this builder's limited warranty.

SEVERABILITY

This limited warranty is governed by the laws of the jurisdiction in which the warranted home is located. In the event that any provisions, wording, clauses, or policies contained in the Limited warranty are found to be contrary to law (unless exempted from compliance requirements as provided by statute or legislative action), only those portions of the limited warranty found to be in contravention of law shall be considered null and void. The remaining portions of the limited warranty shall remain in full force and effect.

RESOLUTION OF CONFLICTS

It is possible that, despite all the best intentions of everyone involved, a conflict over a warranty issue may not be easily resolved through the builder's normal warranty process. If your builder has fully addressed your warranty requests and found them to be of acceptable quality, and therefore outside the parameters of the limited warranty, then the builder has fulfilled their obligation as required by the statutory warranty. If you feel that this response is inadequate in some way, then you are free to pursue such items in any manner that you see fit. The builder cannot limit your right to dispute their decisions. However, neither the builder nor any of their trade contractors or suppliers are required to initiate this process on your behalf. It is up to you to pursue further action at your own initiative and your own expense.

USING THE BUILDER'S LIMITED WARRANTY

This builder's limited warranty book should be consulted as the starting point in resolving any requests for warranty service that you may have during the first year in your new home. Refer to this book to identify whether your questions are covered under the terms of the limited warranty before you initiate a warranty request. Think of this as the "Rule Book" that will be followed by your builder and their associated trade contractors during the first year. This builder's limited warranty book describes specific warrantable conditions as well as conditions which are specifically not covered as warranty items.

Many requests for warranty service are in reference to general questions that do not specifically apply to a single trade contractor or specialty area. Some general non-warranted conditions that may apply to your home are described in the beginning of the warranty specifications portion of this book under the heading "Specifically Excluded Conditions". These general conditions have been separated in order to make them easier to find and identify. Each item in this section has an identification code number that begins with the letters "NWC".

The remainder of the warranty standards are contained in the section entitled "Builder's Limited Warranty Specifications". There are both warranted and non-warranted conditions in this section of the warranty. Selected non-warranted items have been included because they are frequently brought up as warranty requests. Identifying them in this Limited warranty will help to address them quickly and openly. The first column on the left has an identification code for each item. If that code begins with a "W", then it is a warranted item, and if it begins with an "NW", then it is a non-warranted item.

LIMITED WARRANTY TERMS AND CONDITIONS

SPECIFICALLY EXCLUDED CONDITIONS

The following table covers some of the more common requests for warranty service that are generally not covered by your builder's one-year limited warranty. If your warranty request falls into one of these areas, then it will probably not be addressed by your builder. These exclusions are not categorized by work specialty, as in the main body of the warranty, but rather in general terms relating to the nature of the request.

Some of the conditions described in these general exclusions are addressed in more detail elsewhere in the limited warranty. If you feel that your warranty request may be a covered item, then feel free to look for it under the corresponding section in the limited warranty. The fact that an item is excluded as a general category does not always mean there is no coverage for specific instances. For example, some air infiltration into the home is generally considered normal, but if you have a door or window that is not functioning properly and is creating a draft, then it may be covered under the corresponding section of the warranty.

Warranty Request	Exclusion Explanation
Post-occupancy surface damage.	Chips, scratches, and other surface damage to countertops, windows, screens, tile, siding, or any other surfaces in your home are not covered unless they are noted in writing prior to closing on your home, and agreed to be fixed by your builder. After occupancy, it is impossible to determine whether the builder or the homeowner caused damage, and the builder cannot be held responsible. Surface damage that was not documented and agreed to be fixed prior to occupancy is not considered to be a deficiency.
Air infiltration into the home.	Some air leaks are inevitable. Minor drafts are to be expected around windows, doors, outlets on exterior walls, or anywhere else that the exterior envelope of the home has been bypassed, and are not considered to be deficiencies. Air infiltration will be especially noticeable during extreme weather conditions. Minor air leaks in normally anticipated areas are not considered to be defects.
Items that are covered by a Manufacturer's Warranty.	Certain products or materials in your home are covered under Manufacturer's Warranties. In many cases, the manufacturer will only correspond with the homeowner, and will not respond to the builder at all. It is the responsibility of the homeowner to contact the Manufacturer for service. The builder will only get involved if the manufacturer has determined that the problem is due to a defective condition that was created by the builder, and such condition is specifically identified in this limited warranty. Homeowner must contact the manufacturer for service.
Landscaping maintenance is needed.	Maintenance of the landscaping is a homeowner responsibility. Neither the builder nor the landscaper has any responsibility for deterioration of properly installed landscaping. Homeowner may contact the landscaper directly to inquire about specific warranties that may exist on shrubs, trees, or other features that may have a product warranty. Landscape maintenance is a homeowner responsibility.
Miscellaneous minor imperfections in the home.	Minor defects and cosmetic imperfections are a normal and anticipated part of new home construction. Imperfections that are within warranty standards and have no effect on the function of any component of the home are not considered deficiencies. Minor imperfections are not considered deficiencies.
Caulking that has deteriorated.	Maintenance of interior and exterior caulking that was properly applied at the time of occupancy is the responsibility of the homeowner. Caulk may begin to dry, shrink, and crack immediately. This is due to the nature of the materials involved, and is beyond the control of the builder. Maintenance of caulked areas is the responsibility of the homeowner.

Grout that has deteriorated.	Maintenance of interior and exterior grout that was properly applied at the time of occupancy is the responsibility of the homeowner. Grout may begin to dry, shrink, and crack immediately. This is due to the nature of the materials involved, and is beyond the control of the builder. Maintenance of grout is the responsibility of the homeowner.
Post-occupancy damage other than surface damage.	Damage that was not reported prior to occupancy of the home is not covered. Unless the homeowner provides reasonable evidence to indicate that either the builder or anyone associated with the builder caused the damage, then such damage is excluded from coverage under the terms of this limited warranty. The builder cannot be held responsible for previously unreported damage to your home that has occurred or is reported after occupancy. Damage that was not reported, documented, and agreed to be fixed by the builder prior to occupancy will not be considered a deficiency.
Homeowner's Association items.	In a development where a Homeowner's Association is in effect, many exterior repairs are the responsibility of the Association. Even if the builder is ultimately responsible for the repairs, the property management company will document and pursue those items with the builder. Please contact the property management company directly to have this item assessed and tracked under the provisions of your Homeowners Association's agreement. Contact your property manager or Homeowner's Association.
Finished home features, materials, or dimensions which are different from the original plan.	During the course of construction, minor variations from the original plan are frequently made without notice at the discretion of the builder or a trade contractor. Such changes are due to unforeseen circumstances that arise during construction, and the homeowner may not always be notified of the changes. If the homeowner objects to such changes, only those components that are specifically identified, agreed to, and documented as unsatisfactory by the builder and the homeowner prior to closing will be considered deficiencies. Minor plan changes that are made during construction are not considered deficiencies.
Warranty voided by homeowner.	If the homeowner or some other person has altered the original work which was performed by the builder, then the builder is not responsible for damage, modifications, or other alterations made to the original work that was provided. Post-occupancy changes to original workmanship void the builder's obligation under the terms of the limited warranty. Changes or additions that have been made to your home that are unrelated to the builder's work, but have a negative effect on the builder's original work are also excluded from coverage. Homeowner is responsible for post-occupancy changes that affect the builder's original work.
Work that has already been completed.	If the builder has already addressed a request, and has completed repairs that were sufficient to bring it into compliance with the required standards, then no further work will be done. If the item fails to meet some other warranty standard that is specifically addressed in the builder's limited warranty within the one-year warranty period, then it may be addressed as a separate warranty request. Repairs that have already been completed are considered done.
Variations in wood components of home.	Due to the imperfect nature of construction lumber, natural wood products frequently vary slightly in length, width, color, thickness, and overall quality. This specifically applies to irregularities in framing members, wood trim color, subfloor and wall sheathing products, as well as any other raw, treated, or manufactured wood product used in your home. Other than conditions that are specifically addressed elsewhere in this limited warranty, only those components that are specifically identified, agreed to, and documented in writing as defective by the builder and the homeowner prior to closing will be considered deficiencies. Minor variations in natural wood products are considered normal.

BUILDER'S LIMITED WARRANTY SPECIFICATIONS

CABINETS AND COUNTERTOPS

Cabinets and countertops are actually two separate components of your home. They may have been manufactured and installed by two or more entirely different companies. Even the cabinets themselves are not always installed and manufactured by a single company. They are often manufactured by one company that specializes in cutting and building cabinets, and then installed by a trade contractor who specializes in fitting these cabinets together. For the sake of this warranty, the fact that they are often attached to one-another makes it easiest to consider them at the same time.

Whether cabinets are made of wood, other natural materials, synthetic materials, or some combination of these materials, they are subject to the movement and settling that take place in a home. It is not uncommon for cabinet doors and drawers to be slightly warped when the home is completed, and to become perfectly flush by the end of the warranty period. Over time, some warping in cabinet doors is considered a normal condition, and can be adjusted by the homeowner as part of regular maintenance.

You should bring warped cabinet doors to the attention of your builder or their warranty representative before you close on your home. They may ask you to wait until the end of your warranty period. This will provide the longest possible period of time to allow them to mesh with the rest of the cabinetry. If, at the end of your warranty period, any aspect of your cabinetry meets the standards established in this limited warranty, it will be corrected at that time.

The characteristics of your countertops can vary enormously, depending upon the material that you have chosen. For instance, natural granite countertops are very beautiful and expensive, but they come with cracks, pits, and other imperfections that are part of their natural beauty. Every product has its own nature, and you should choose carefully when you are making the selections for your new home.

Only the items listed below are covered under your builder's limited warranty. If you have any questions about these warranty standards, please be sure to address them with your builder before you begin the construction process. If your warranty requests do not meet the conditions described below, then you should not expect any action to be taken by the builder.

Warranty ID	Warranty Deficiency	Description	Required Action
W1.10	Cabinet drawer is malfunctioning.	Cabinet doors, drawers, and other operating parts shall function as designed.	Inspect and repair as necessary.
W1.15	Cabinet door is malfunctioning.	Cabinet doors, drawers, and other operating parts shall function as designed.	Inspect and repair as necessary.
W1.20	Cabinet drawer front is excessively warped.	Warpage is to be measured from the face of the cabinet frame to the farthest point of warpage on the drawer front in a closed position. Warpage shall not that exceed 3/8 inch in accordance with this standard.	Inspect and repair or replace drawer front as required.

W1.25	Cabinet door front is excessively warped.	Warpage is to be measured from the face of the cabinet frame to the farthest point of warpage on the door front in a closed position. Warpage shall not exceed 3/8 inch in accordance with this standard.	Inspect and repair or replace door as necessary.
W1.30	Cabinet drawer front has split excessively.	Some minor drying and cracking of woodwork is considered normal, and may not be considered a defect. Cracking or splitting that causes a crack through the drawer front so that light is visible through the crack, or that prevent the drawer from functioning properly are considered to be defects.	Inspect and repair or replace drawer as necessary.
W1.35	Cabinet door front has split excessively.	Some minor drying and cracking of woodwork is considered normal, and may not be considered a defect. Cracking or splitting that causes a crack through the door front so that light is visible through the crack, or that prevent the door from functioning properly are considered to be defects.	Inspect and repair or replace door as necessary.
W1.40	Laminate countertop surface has become detached.	Kitchen, vanity, or any other countertops fabricated with high pressure laminate coverings shall not bubble, lift, or delaminate under normal use and maintenance conditions.	Inspect and repair or replace countertop as necessary.
W1.45	Countertop surface has developed abnormal cracks.	Some types of countertops are designed to show cracks as part of their character. Warranty coverage of cracks will vary, depending upon the type of material that is used. Manufacturer's guidelines will determine whether a crack is considered normal or a warrantable defect.	Inspect cracked countertops and repair or replace as necessary
W1.50	Cabinet frame excessively separated from wall or ceiling.	Cabinet frames that have separated in excess of 1/4 - inch from a wall or ceiling are considered to be defective. If the cabinet is securely attached to the surface on which it is mounted, repairs may be made with caulk or other industry-approved filling material, at the discretion of the contractor.	Inspect and repair gaps as necessary.
NW1.55	Cosmetic variations in woodwork	Wood is a natural product that comes with a wide variety of colors, grain patterns, and other physical characteristics. Even within the same type of wood, appearance and aging may cause the wood to take on different qualities. Seasonal shrinking and swelling of wood, even minor separation and splitting of wood can be expected, and are not considered to be defects. The builder has no control over cosmetic variations in your woodwork, and they are considered normal.	No action is required. Cosmetic appearance and changes in wood are not considered deficiencies.

CARPENTRY

Carpentry falls into two broad categories; rough carpentry and finish carpentry. Rough carpentry generally refers to the framing work that defines the basic shape of your home. Commonly known as “framers”, these carpenters put up the walls, roofs, stairs, floors, and the rough openings of your doors and windows.

Finish carpenters, also known as trim carpenters, are responsible for the “finish” carpentry work, which basically means all of the visible, surface woodwork that goes into your home. The trim carpenters do all of the baseboards and decorative trim. They may also be involved in the installation of cabinetry, doors, or any number of other finishing aspects of your home. With either type of carpenter, their job is to take raw materials, and to cut, shape, and apply them in such a way as to produce an aesthetic and functional final product. This work is very detailed, and often requires a great deal of creativity to achieve the desired result.

It is certain that there will be parts of your carpentry that are not perfect, or that may look slightly different than you expected. Any such areas should be brought to the attention of your builder before the home is finished. In some cases, it is possible that the area in question can be improved, or brought closer to meeting your expectations. In other cases, there may be no practical way of fulfilling your wishes. In either case, the sooner it is addressed, the easier it will be to arrive at a reasonable solution with your builder. After the framing wood has been covered with sheetrock, or filled with electrical wiring, ductwork, and insulation; or the trim work has been finished and stained or painted, it is much more complicated to take things apart and reconstruct them. As a result, your builder will be much less eager to attempt such changes after additional phases of construction have followed carpentry work.

Once your home is completed, and you have taken possession of the home, all work will be considered done to your satisfaction. The only carpentry changes that will be made after that time are those changes that meet the parameters of the limited warranty, as described in this section.

Only the items listed below are covered under your builder’s limited warranty. If you have any questions about these warranty standards, please be sure to address them with your builder before you begin the construction process. If your warranty requests do not meet the conditions described below, then you should not expect any action to be taken by the builder.

Warranty ID	Warranty Deficiency	Description	Required Action
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Finish Carpentry

W2.10	Excessive gaps between exterior trim and adjacent surfaces.	Joints between exterior trim elements and adjacent surfaces such as siding or masonry shall not exceed 3/8-inch. In all cases any exterior trim that is abutting masonry, siding, or other exterior finish material shall be capable of performing its function to exclude the elements. Builder will touch up finish coating where required. An exact match of touchup materials cannot be guaranteed.	Builder must repair open joints and touch up finish coating as necessary.
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W2.15	Excessive gaps in finished interior trim.	Gaps between adjacent trim pieces, such as at mitered joints, that exceed 1/8 inch are considered defects. Gaps in joints between moldings and adjacent surfaces that exceed 1/8 inch in width are also considered defects. Builder will touch up finish coating where required. An exact match of touchup materials cannot be guaranteed.	Repair defective joints and touch up finish coating as necessary.
W2.20	Surface defects in finished woodwork.	Finished woodwork and millwork should be reasonably smooth and without surface marks such as checks, splits, and hammer marks. These surface marks are only considered to be defects if it has been agreed to prior to delivery of the new home. Cosmetic surface defects in wood surfaces are not considered warrantable after the home has been delivered. Be sure to check all finished surfaces and assure your own satisfaction with their condition prior to taking occupancy of the home.	Touchup or replace woodwork to meet standards agreed to by builder and homeowner prior to completion.
W2.25	Exposed nail heads or holes in woodwork.	Filling of nail holes is purely a cosmetic consideration and is not required of any builder. Unfilled nail holes are not considered to be warrantable deficiencies after the home has been delivered. Material used to fill nail holes has a tendency to shrink and dry up after a period of time and is not considered a deficiency. Nail holes do not have to be filled where the surface finish is not conducive to, or is not designed to have nail holes filled.	Sink and fill exposed nail heads and holes to meet standards agreed to by builder and homeowner prior to completion.

Rough Carpentry

W3.30	Wood frame wall is out of plumb.	Wood frame walls shall not be out of plumb more than 3/4- inch in an 8-foot vertical measurement.	Adjust wall to meet the required standard.
W3.35	Material defect in wood framing which affects its intended purpose.	Minor warping, checking, or splitting of wood framing is common as the wood dries out, and is not considered a deficiency. Any condition that affects the integrity of the member or any applied surface material is a deficiency.	Inspect and repair or replace the frame member as necessary.
W3.40	Exterior sheathing has deteriorated to affect the finish material.	Sheathing delaminating or swelling on the side to which the finish material has been applied is a deficiency. If replacement is of finish materials is necessary, builder will attempt to match existing materials, but an exact match of replacement materials cannot be guaranteed.	Inspect and repair or replace sheathing and finish materials as necessary.

W3.45	Subflooring has deteriorated to affect finish materials.	Subflooring that has come loose, or has delaminated or swelled excessively on the side to which the finish material has been applied is considered deficient. If replacement of finish materials is necessary, builder will attempt to match existing materials, but an exact match of replacement materials cannot be guaranteed.	Inspect and repair or replace subflooring and finish materials as necessary.
NW3.50	Wood frame wall or ceiling is out of square.	Wood frame walls or ceilings that are out of square are not considered deficiencies. During construction the individual circumstances surrounding each individual home may result in features that do not match the plans exactly. Corners that are out of square or dimensions that are off by a few inches are among the results of such circumstances, and are not considered warrantable deficiencies after the home has been delivered.	No corrective action is required.
W3.55	Wood frame wall is excessively bowed.	All wood framed walls contain some surface irregularities. Wood frame walls shall not be bowed in excess of ¼ inch in a 32-inch horizontal measurement.	Inspect and repair framing member as necessary.
W3.60	Floor squeaks excessively.	Floor squeaks are inevitable in wood-framed construction. Squeaks or creaks are considered deficiencies only if they are verifiably the direct result of improperly installed or defective framing components.	Inspect and repair as necessary.
NW3.65	Minor squeak or creak in floor.	Squeaks, creaks, pops, or ticks in floors in new home construction are considered to be inevitable. Every home is likely to have minor squeaks and creaks, especially around stairs and other areas that are subjected to high traffic or movement due to changes in temperature or humidity.	No corrective action is required.
W3.70	Wood deck component is insufficient, due to installation defect.	Homeowner maintenance is required on all wood decks. Wood may twist, warp, or split. Nails or screws may detach or protrude above the surface of the decking. Rails or stair treads may become loose. These and any other such changes are considered normal maintenance and are the sole responsibility of the homeowner. Builder will only repair deck parts that are verifiably the direct result of improperly installed or defective framing components.	Inspect and repair deck as necessary.
W3.75	Attached wood deck has settled excessively.	Structurally attached wood decks are commonly sloped away from the dwelling in order to aid in water drainage. Decks shall not settle to a slope of more than 2 inches in a 10-foot measurement.	Correct slope of deck as necessary.

CEMENT

For the purposes of this warranty, the word "cement" will be used to include any of a large class of materials that are made of some combination of sand or rock, which is mixed with a hardening agent. This may include any sort of concrete, mortar, grout, or other material that is typically used to create a hard finished surface, or a bond between different surfaces. The two characteristics that are shared by all of these materials is that they are very hard and they are brittle. This means that by their very nature, they will crack. This is especially true where two different types of materials are connected by cement, such as around the edges of brick areas, or where tile flooring meets an adjacent surface.

Cracking is also likely in any large expanse of cement, such as a basement or garage floor. The weight of the cement itself and the imperfect nature of the ground beneath make it almost certain that you will see cracks in your cement slabs. In some cases, cracks will be deliberately placed in strategic parts of cement slabs in order to control cracks, and to limit the extent and severity of the cracking. If you ever see very straight cracks in your cement slabs, there is a good chance that they were deliberately cut or pre-stressed by your builder. Cement that is exposed to severe changes in the environment, such as sidewalks and outdoor patio slabs, are also especially susceptible to cracking.

In most cases, cracking of cement is superficial, and is considered to be a normal maintenance item for homeowners, even while the home is in the limited warranty period. Only in very rare circumstances is this cracking considered to be a defect. The conditions under which cement work is considered defective are detailed in this section of your limited warranty.

Only the items listed below are covered under your builder's limited warranty. If you have any questions about these warranty standards, please be sure to address them with your builder before you begin the construction process. If your warranty requests do not meet the conditions described below, then you should not expect any action to be taken by the builder.

Warranty ID	Warranty Deficiency	Description	Required Action
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Exterior Concrete

W4.10	Excessive separation of bricks or masonry edging from concrete slab or step.	It is common for the joint to crack between concrete and masonry due to the dissimilarity of the materials. Cracks that exceed ¼ -inch are considered deficient.	Inspect and repair cracks or masonry as necessary.
W4.15	Excessive settling, heaving, or separation of structurally attached cement stoop, deck, porch, or steps.	Stoops, decks, porches, steps, or other exterior cement enhancements that are structurally attached to the home shall not settle, heave, or separate in excess of 1-inch from the home. Exterior cement enhancements that simply abut the home are excluded from coverage.	Inspect and repair or replace excessively settled component as necessary

Interior Concrete

W4.20	Interior concrete surface is insufficient.	Interior concrete surfaces that disintegrate to the extent that aggregate is exposed and loosened under normal conditions of use are deficiencies.	Inspect and repair or replace concrete surface as necessary.
W4.25	Excessive powdering or chalking of interior concrete surfaces.	Excessive powdering or chalking of interior concrete surface is a deficiency. It should not be confused with normal surface dust that may accumulate for a short period after the home is occupied.	Inspect and repair or replace concrete surface as necessary.

Structural Concrete Joints

NW4.30	Separation or movement of concrete slabs within the structure at construction or control joints.	Concrete slabs within the structure are designed to move at construction and control joints and are not deficiencies. The homeowner is responsible for maintenance of joint material.	No corrective action is required.
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Poured Concrete Walls

W4.35	Excessive cracking in basement or foundation walls.	Non-structural cracks are not unusual in concrete foundation walls. Such cracks may appear in poured walls, mortar between blocks, or in the surface of the blocks themselves. In any case, cracks shall not exceed 1/8 inch in width.	Inspect and repair cracks as necessary.
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Concrete Slab Cracks

W4.40	Excessive cracking of poured floor slab.	Minor cracks in concrete basement or other poured floors are common. Cracks shall not exceed 1/4-inch in width or 1/4-inch in vertical displacement.	Inspect and repair cracks as necessary.
W4.45	Excessive cracking of attached garage floor slab.	Minor cracks in garage floor slabs are common. Cracks shall not exceed 1/4-inch in width or 1/4-inch in vertical displacement.	Inspect and repair cracks as necessary.
NW4.50	Cracks in exterior patio slab.	Patio slabs are subject to extremes in weather and can be significantly affected by homeowner use and care, including landscaping and water drainage. For these reasons, exterior patio slabs are excluded from coverage.	No corrective action is required.
W4.55	Cracks in concrete slab-on-grade floors affecting floor covering.	Cracks that rupture or significantly impair the appearance or performance of the floor covering material are deficiencies. Repairs must be made so as not to be apparent when the finish flooring material is in place.	Inspect and repair cracks as necessary.

W4.60	Uneven concrete floor slabs.	Concrete floors in rooms finished for habitability by builder shall not have pits, depressions, or areas of unevenness exceeding 1/4-inch in 32-inches. This standard does not apply to utility room floors, or areas where the entire floor or a portion of the floor has been designed for drainage purposes.	Inspect and repair or replace slab as necessary.
NW4.65	Cosmetic imperfections in concrete.	Imperfections in concrete are considered normal. Cracks, rock "pops", minor chips on the edges, and other noticeable imperfections are not considered deficiencies unless they are specifically addressed by the limited warranty. Homeowner maintenance and care of concrete can affect surface conditions. Any defects that are determined to have been caused by the homeowner are not considered deficiencies.	No corrective action is required.

DOORS

Doors are designed in a great variety of styles, sizes, and materials. In general, they all serve the same function and are susceptible to the same types of potential problems, although each type of door has its own special peculiarities. For instance, an exterior door made of solid wood will be much more likely to expand and contract over the course of the year than a metal door. The wood door may stick in the summer and have small gaps around the edges in the winter, while the metal door remains relatively unchanged. This is not due to a defect in the door, but to the nature of the material from which it is made.

Interior doors are not as susceptible to changes in the outside environment, but may still go through some changes from season to season, especially during the first year. It is not at all uncommon for a door to warp more than a half-inch from corner to corner, and then to flatten out over the course of the first year. Settling of the home may put additional stress on the wall and cause the door to fit differently within the doorframe. In general, it is helpful to keep doors fully closed when they are not in use. This will help to keep it intact with its frame and latching mechanisms. As long as a door continues to function, it is most productive to evaluate the fit of a door nearer the end of your limited warranty period. Doors that do not operate at all, or that are misfit in a way that will cause them to be damaged over time should be reported immediately.

Only the items listed below are covered under your builder's limited warranty. If you have any questions about these warranty standards, please be sure to address them with your builder before you begin the construction process. If your warranty requests do not meet the conditions described below, then you should not expect any action to be taken by the builder.

Warranty ID	Warranty Deficiency	Description	Required Action
W5.10	Excessive warpage of door.	Interior and exterior doors that warp so as to prevent normal closing and fit are deficiencies. The maximum allowable warpage of an interior door is 1/4 inch when measured from top to bottom vertically or diagonally. New doors must be restored to their previous finished condition. Builder will attempt to match existing materials, but an exact match of replacement materials cannot be guaranteed.	Inspect and repair or replace door as necessary.
W5.15	Door binds against jamb or head of frame.	Passage doors that do not open and close freely without binding against the doorframe are deficiencies.	Adjust door and keeper to operate freely.
W5.20	Door does not latch.	Door latching mechanism must fit the keeper to maintain a closed position. Failure to perform this function is a deficiency.	Adjust door and keeper to latch properly.
W5.25	Door does not lock.	Door latching mechanism and lock bolt must fit the keeper to maintain a closed position, and to lock securely. Failure to perform this function is a deficiency.	Adjust door and keeper to lock.

NW5.30	Door panels shrink and expose bare wood.	Door panels will shrink due to natural changes in temperature and humidity, exposing bare wood at the edges. This condition is normal, and is not considered a deficiency.	No corrective action is required.
W5.35	Door panel split, allowing light to be visible through panel.	Door panels that have split to allow light to be visible through the door are considered deficient. Builder must correct this problem one time only during the first year. Filling the crack with caulk or other wood filler is an acceptable way to address this problem. If panel cannot be repaired to hide the crack, the panel or the door itself shall be replaced and finished. Builder will attempt to match existing materials, but an exact match of replacement materials cannot be guaranteed.	Repair or replace panel or door as necessary.
W5.40	Bottom of the door rubs on finished flooring surface.	Space under doors should be adequate to provide room for whatever kind of flooring is installed by the builder, provided that the flooring material is understood and agreed to by the builder and the homeowner prior to installation. Where flooring selected by the homeowner is thicker than what had been agreed to, or is thicker than what could be reasonably expected, the homeowner is responsible for any additional undercutting.	Adjust or undercut door as necessary.
W5.45	Excessive opening at the bottom of interior door.	Passage doors from room to room that have openings between the bottom of the door and the floor finish material in the excess of 1½-inches are deficiencies. Closet doors shall not have an opening in excess of 2-inches.	Adjust or replace door as necessary.
W5.50	Exterior door does not seal properly.	Exterior doors must seal to prevent intrusion of the elements into the home under normal weather conditions. Weatherstripping should be properly installed in accordance with the manufacturer's instructions. Some leakage of air and slight movement of the door should be expected, especially during adverse weather conditions. Minor homeowner maintenance of adjustable thresholds and other door components may be necessary.	Inspect and adjust door as necessary.
W5.55	Overhead garage door does not operate properly.	Overhead garage doors must operate properly. Weatherstripping should be properly installed in accordance with the manufacturer's instructions. Some leakage of air, slight movement of the door, and minor water or snow leakage should be expected during adverse weather conditions. If homeowner installs a garage door opener, builder is no longer responsible for operation of the overhead door.	Inspect and repair door as necessary.

DRIVEWAYS

Driveways are subjected to the worst possible conditions of any component of your home. They are placed on top of an irregular surface, stressed by constant exposure to the elements, and put through daily punishment under the weight of vehicular and human traffic. Driveways serve as a thoroughfare, a canvas for chalk-wielding child artists, a playground, a solar energy collection panel, and a decorative accessory for the front of your home.

Driveways are made of durable materials and installed in accordance with all of the required codes. Every driveway is subject to the possibility of environmental damage or deterioration, beginning immediately upon its installation. Your driveway is also dependent upon proper homeowner maintenance. In almost all cases, if a defect is determined, your driveway will be patched rather than completely replaced. The patch will be blended in with the rest of the driveway as well as practicable, but it will be visible when it has been completed.

Depending upon the specific circumstances of your home, the warranty standards governing your driveway could vary dramatically. For that reason, there is no specific universal warranty coverage for driveways. If your driveway develops a defect that you believe should qualify for coverage under your builder's statutory warranty, please bring it to your builder's attention before the end of your one-year warranty period. Warranty coverage will be determined by the builder in accordance with the standards observed by their trade contractors.

Only the items listed below are covered under your builder's limited warranty. If you have any questions about these warranty standards, please be sure to address them with your builder before you begin the construction process. If your warranty requests do not meet the conditions described below, then you should not expect any action to be taken by the builder.

Warranty ID	Warranty Deficiency	Description	Required Action
NW6.10	Cosmetic flaw in driveway surface.	It is common for driveways to have minor flaws, dips, depressions, ridges, and other cosmetic surface imperfections. These irregularities are not considered deficiencies, and are not covered under the terms of this warranty.	No corrective action is required.
W6.15	Driveway does not meet standards.	Warranty coverage of driveways is determined at the sole discretion of the builder and the trade contractor who installed the driveway. The condition of this driveway has either been installed with a defect beyond the tolerance of the industry, or has deteriorated beyond acceptable limits as determined by the builder or an agent acting on their behalf.	Inspect and repair driveway as necessary.

DRYWALL

Gypsum wallboard or other interior wall coverings are brittle and are expected to show cracks and other signs of wear over the course of the first year. Cracks along ceiling vault lines, in corners, and around windows or doors are very common and considered normal in new construction. In fact it would be considered unusual if you do not experience cracking in these areas of your home. These visible imperfections are not necessarily warrantable defects unless they meet the conditions described below.

Under normal circumstances, defects in interior walls will only be addressed one time during the year. It is to the best advantage of both the homeowner and the builder to wait until near the end of the one-year warranty period to address drywall problems. This allows for the maximum amount of time for drying and settling of the home. This drying and settling are the cause of the majority of routine drywall failures.

Only the items listed below are covered under your builder's limited warranty. If you have any questions about these warranty standards, please be sure to address them with your builder before you begin the construction process. If your warranty requests do not meet the conditions described below, then you should not expect any action to be taken by the builder.

Warranty ID	Warranty Deficiency	Description	Required Action
W7.10	Corner preparation has become loose.	Corners, especially on exterior walls, are a common area for cracks to appear. Not all such cracks are considered defects. Corner preparations that become physically loose are considered to be deficient. Builder must repair corners and restore them to their original condition before paint or wall coverings. Homeowner is responsible for final surface preparation and painting after repairs have been made.	Inspect and repair corner preparations and restore the surface as necessary.
W7.15	Drywall crack in excess of 1/8 inch in width.	Cracks which exceed 1/8 inch are relatively rare and do not necessarily indicate faulty construction on the part of the builder. In either lath and plaster or Gypsum wallboard surfaces, the builder will correct cracks that are larger than 1/8 inch to their original condition before paint or wall coverings. Homeowner is responsible for final surface preparation and painting after repairs have been made.	Inspect and repair cracks and restore the surface as necessary.

W7.20	Nail or screw pop has significantly broken the surface of a wall or ceiling.	Depressions around nails or screws are common in new construction and are considered acceptable if they remain in the condition in which the house was originally delivered. Nail or screw heads may retract from a framing member causing the surface of the plaster to crack away from the surface of the wall. Nail or screw "pops" which result in significant cracking to the surface of the wall or ceiling will be repaired by the builder. Homeowner is responsible for final surface preparation and painting after repairs have been made.	Inspect and repair "pops" and restore the surface as necessary.
NW7.25	Cosmetic variations in drywall.	Some minor imperfections in drywall work are considered inevitable in home construction. Minor cracks, depressions, visible seam lines, and other irregularities can be maintained, improved, or covered over by the homeowner at their discretion as part of normal maintenance. Only those defects that are specifically defined in the limited warranty will be repaired by the builder.	No corrective action is required.

ELECTRICAL SYSTEMS

Electricians are among the most highly trained and highly regulated of the trade contractors who have a part in the construction of your home. Your home will have one or more inspections that are specifically dedicated to your electrical system. If a home does not pass the electrical inspection, then the builder cannot get the approval of the local government to legally sell the home. In other words, if it has passed inspection, then it is done to the required standards.

During the course of construction, your electrical outlets, switches, and other electrical devices are installed. Depending upon your builder, you may have had some level of input into the placement and types of devices in your home. It is important to note that in order to meet code or space restrictions, the electrician may need to change some of these choices at the job sight. Be sure to check the visible electrical components before you close on your home. Your builder and electrician will probably try to do what they can to accommodate your wishes during construction. Once the house is finished, they are not required to move a light fixture or relocate an outlet to accommodate your decorating or other personal preferences.

Only the items listed below are covered under your builder's limited warranty. If you have any questions about these warranty standards, please be sure to address them with your builder before you begin the construction process. If your warranty requests do not meet the conditions described below, then you should not expect any action to be taken by the builder.

Warranty ID	Warranty Deficiency	Description	Required Action
W8.10	Ground fault circuit interrupter (GFCI) trips excessively.	Ground fault circuit interrupters are designed to provide added sensitivity in potential hazard areas of the home, and can be tripped very easily. GFCI outlets that do not operate properly are considered deficiencies within the builder's one-year warranty period. It is the homeowner's responsibility to ensure that the malfunction is not due to overloading of the circuit, or attachment of a malfunctioning device. Avoid plugging high-demand devices into GFCI outlets.	Inspect and repair or replace defective GFCI as necessary.
W8.15	Circuit Breaker trips excessively.	Fuses and Circuit Breakers are designed to "blow" or "trip" under conditions that may present a hazard to the home or homeowner. Checking and replacing or resetting fuses and circuit breakers is a normal part of homeowner maintenance. Fuses or circuit breakers shall not deactivate repeatedly under normal usage conditions.	Inspect and repair wiring as necessary.
W8.20	Electrical device is not working properly.	All switches, fixtures, and outlets shall operate as designed within the term of the builder's one-year warranty period.	Inspect and repair or replace defective device as necessary.

FIREPLACES AND CHIMNEYS

Fireplaces and chimneys are among the true centerpieces of your home. They are a decorative and functional addition to your home, and a very complicated component to add to your home. Installation of a fireplace involves multiple contractors, which may include electricians, flooring installers, carpenters of all types, bricklayers, and any number of other people, depending upon how you have incorporated the fireplace into your home.

This portion of your warranty focuses on the fireplace itself, which makes its scope somewhat limited. If you have a warranty issue that is specific to one of the other contractors that may have been involved in the fireplace installation, you should look in the section of the warranty that addresses that particular trade.

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Warranty ID	Warranty Deficiency	Description	Required Action
W9.10	Fireplace or chimney does not draw properly, causing smoke to enter home.	A properly designed and constructed fireplace or chimney shall function correctly. Negative drafts can be caused high winds, or by obstructions such as tree branches, steep hillsides, adjoining homes, and interior drafts. Since negative draft conditions could be temporary, it is necessary for the homeowner to substantiate the problems. If it is determined that the fireplace is properly designed and constructed but still malfunctions due to natural causes beyond builder's control, the builder is not responsible.	Inspect and repair fireplace as necessary.
W9.15	Excessive cracks in decorative fireplace masonry.	Mortar cracks in stone or brick hearth or facing greater than ¼-inch in width are deficiencies. Small hairline cracks in mortar joints resulting from shrinkage are not unusual. Heat and flames from normal fires can cause cracking in firebrick and mortar joints. This should be expected and is not covered by this warranty. Builder will repair cracks exceeding standard by pointing or patching. Builder is not responsible for color variations between existing and new mortar.	Repair cracks as necessary.
W9.20	Chimney has separated excessively from structure to which it is attached.	Newly built fireplaces will often incur slight amounts of separation. Separation that exceeds ½-inch from the main structure extending over a 10-foot distance is a deficiency.	Repair separation as necessary.

FLOORING

The category of flooring covers many possibilities of trade contractors and suppliers. Flooring can vary from the simplest of vinyl coverings to extremely expensive and detailed custom tiles, exotic woods, or other materials.

Each product that is used has its own peculiarities and physical characteristics, so you should consider the options carefully when choosing your flooring material. It is also important to remember that when you choose your flooring, you will often see only a small sample of the flooring material. The appearance and color of the material may appear very different when it is installed in your new home. In most cases, builders and flooring suppliers will not replace flooring after it has been installed simply because it does not look the way that you thought it would look.

Once you have taken possession of the home, the builder can no longer be held responsible for surface damage to your flooring materials. Inspect the flooring carefully before closing, so you can be sure that there is no pre-existing damage to your floors. With all types of flooring, homeowners can cause significant changes in the flooring materials through conditions of use, humidity and temperature in the home, and general wear and tear.

Only the items listed below are covered under your builder's limited warranty. If you have any questions about these warranty standards, please be sure to address them with your builder before you begin the construction process. If your warranty requests do not meet the conditions described below, then you should not expect any action to be taken by the builder.

Warranty ID	Warranty Deficiency	Description	Required Action
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Resilient Flooring

W10.10	Nail pop is readily visible on the surface of resilient flooring.	Readily apparent nail pops are deficiencies. Builder shall correct nail pops that have caused damage to the flooring material, and repair or replace damaged floor covering in the affected area. Builder is not responsible for discontinued patterns or color variations.	Inspect and repair nail pops and flooring as necessary.
W10.15	Depression or ridge has appeared in the resilient flooring due to subfloor irregularities.	Readily apparent depressions or ridges exceeding 1/8-inch are a deficiency. The ridge or depression measurement is taken as the gap created at one end of a 6-inch straight edge placed over the depression or ridge with 3-inches on each side of the defect, and held tightly to the floor. Builder shall take required action to bring the deficiency within acceptable tolerances. Builder is not responsible for discontinued patterns or color variations in the floor covering.	Inspect and repair subfloor and flooring as necessary.

W10.20	Resilient flooring or base has lost adhesion.	Resilient flooring or base that lifts, bubbles, or becomes unglued is a deficiency. Builder is not responsible for discontinued patterns or color variations.	Inspect and repair or replace flooring or base as necessary
W10.25	Seams or shrinkage gaps show at resilient flooring joints.	Gaps in resilient floor covering joints shall not exceed 1/8-inch. Where dissimilar materials meet, gaps shall not exceed 3/16-inch. Where practicable, filling the gap with an industry-approved filling material is an acceptable method of repair. Builder is not responsible for discontinued patterns or color variations of floor covering.	Inspect and repair gaps as necessary.

Carpeting

W10.30	Carpeting has stretched excessively.	Stretching that may occur in carpeting is subject to the quality of the carpet, the surface over which it is laid, and the conditions under which it is used. Carpeting is to be stretched tight upon delivery of the home, but the conditions under which the carpet is used are beyond the control of the builder. Due to the potential for extenuating circumstances, stretching is usually not considered a defect.	Inspect and re-fit carpet as necessary.
W10.35	Excessively separated seam in carpet.	Seams in carpeting in which the backing material has separated in excess of 1/4-inch due to improper installation are deficiencies. Carpeting material itself is covered under the manufacturer's warranty.	Inspect and repair carpet separation as necessary.
NW10.40	Carpet seams are visible.	In almost all cases, carpet seams will be visible. They may be especially noticeable in very low pile carpets, or in looped-fiber carpets such as Berber. Unless there is an actual deficiency that meets the standards defined elsewhere in this limited warranty, visible carpet seams are considered normal.	No corrective action is required.
W10.45	Carpeting has become loose.	Wall to wall carpeting that comes loose is a deficiency only if it is caused by improper workmanship or materials. If approved, this repair will be performed only once during the course of the one-year warranty period.	Inspect and re-secure or replace loose carpeting as necessary.

Wood Flooring

W10.50	Open joint or separation in wood flooring.	Open joints or separations between floorboards of finished wood flooring shall not exceed 1/8 inch in width. Wood floors are subject to shrinkage and swelling due to seasonal variations in the humidity level of a home. Gaps or separations may appear during heating seasons or periods of low humidity. Gaps or separations that close to meet this standard during non-heating season are not considered deficiencies. Where gaps are determined to be a result of defective materials or installation, the Builder will correct the problem one time only during the one-year limited warranty period.	Inspect and repair wood flooring as necessary.
W10.55	Wood floorboards are cupped.	Cups in strip floorboards shall not exceed 1/16-inch in height in a 3-inch maximum distance when measured perpendicular to the length of the board. Where cupping is determined to be a result of defective materials or installation, the builder will correct the problem one time only during the one-year limited warranty period.	Inspect and repair wood flooring as necessary.
NW10.60	Cosmetic variations in wood flooring.	Wood is a natural product that comes with a wide variety of colors, grain patterns, and other physical characteristics. Even within the same type of wood, appearance and aging may cause the wood to take on different qualities. Seasonal shrinking and swelling of wood, even minor separation and splitting of wood can be expected and are not necessarily considered to be deficiencies. The builder has no control over cosmetic variations in your woodwork, and they are considered normal. Only those items that are specifically addressed by the builder's limited warranty will be considered defective.	No corrective action is required.

Hard Surfaces

W10.65	Flooring material has cracked.	Ceramic tile, flagstone, or similar hard surfaced flooring shall not crack under normal maintenance conditions during the term of this limited warranty. When replacing cracked flooring, builder is not responsible for slight color or pattern variations, or discontinued patterns of the manufacturer. Builder shall not be required to replace the entire flooring area unless the repair consists of more than 25% of the finished area. This repair will be performed only once during the course of the one-year warranty period.	Inspect and repair or replace cracked materials as necessary.
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W10.70	Flooring material has become loose.	Resilient flooring material that becomes loose is considered a deficiency. Loosening of flooring caused by the homeowner's actions or negligence is not a deficiency. Builder is not responsible for slight color or pattern variations or discontinued patterns of the manufacturer. Builder shall not be required to replace the entire flooring area unless the repair consists of more than 25% of the finished area. This repair will be performed only once during the course of the one-year warranty period.	Inspect and repair or replace loose materials as necessary
NW10.75	Cracks appear in grouting or joints of hard surfaced finish.	Cracks in joints or grouting of ceramic tile, cultured marble, or other hard surfaced finishes are not deficiencies. Caulking or regrouting of these cracks is a maintenance responsibility of the homeowner, especially where leaks may result, such as where the wall surface abuts the flashing lip at a tub, shower basin, or countertop. Homeowner maintenance includes making all reasonable efforts to prevent damage to adjacent finished surfaces in the event of a water leak caused by such gaps or cracks.	No corrective action is required.

GRADE

The “grade” of your homesite refers to the shape and slope of the ground around your home. The two main factors affected by your grade are drainage and aesthetics. The circumstances affecting your grade can vary widely, depending upon whether your home is built in a city development with strict drainage requirements, an unimproved country lot with relatively few drainage requirements, or something in-between.

Grading typically involves the use of heavy machinery, which costs a lot of money to bring in, operate, and maintain. Your builder and their trade contractors are not going to be eager to bring this equipment back to the jobsite after they have completed their work. Your state or local government may dictate some minimum requirements of a final grade, and from a warranty perspective, nothing is required of the builder beyond those requirements. You should carefully discuss your final grade with your builder, so that you are sure you know what you are going to get.

Most commonly, a final grade is intended to slope away from the home, so that water from rain or melting snow will flow away from the home. Some settling around the foundation of the home should be expected. Beyond the conditions addressed in this limited warranty, maintenance of any erosion or settling after completion of the final grade is the responsibility of the homeowner. Be sure to check under and around any landscaping you install around your home to verify that a slope away from your home is maintained. If you allow water to collect around your home’s foundation, it can be a direct cause of wet walls and leaks in the basement or lower levels of the home.

From an aesthetic standpoint, again it is important to discuss this in advance with your builder. If you want retaining walls, berms, or any other landscaping features, they should be specifically planned out in advance. When a builder does a “final grade”, it simply means that he has met the local slope requirements. It is not the same as what is referred to as a “finish grade”, which would be relatively smooth and clean and ready for you to lay sod and install landscaping. The possibility for misunderstandings and differences of opinion between these two results is vast, so consider it carefully and discuss it in detail before construction begins.

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Warranty ID	Warranty Deficiency	Description	Required Action
W11.10	Landscaped areas were disturbed during repair work.	Grassed or landscaped areas which are disturbed or damaged due to work on the property in correcting an unrelated warranty defect are considered defective. Replacement of trees and large bushes that existed at the time home was constructed, or those added by the homeowner after occupancy, or those that subsequently die are excluded from coverage.	Restore grade and landscape to meet original conditions.

W11.15	Ground has settled where excavation and backfill have taken place.	If builder has provided final grading, settling of ground around foundation walls, utility trenches, or other filled areas, that exceeds a maximum tolerance of six inches from the finished grade established by builder are considered deficiencies. Builder shall provide fill to the curb one time only during the one-year limited warranty period. Homeowner is responsible for placing the fill and for removal and replacement of shrubs and other landscaping affected by placement of the fill.	Provide fill as necessary.
W11.20	Standing water within ten feet of the foundation.	If builder has provided final grading, standing water that remains after a rain within ten feet of the home's foundation for more than 24 hours, or more than 48 hours in swales, is considered a deficiency. Builder is not responsible if homeowner has affected the ability of water to run off, or if extreme weather conditions have made it impossible for the water to run off or sink into the ground. Failure by the homeowner to maintain proper grades is excluded from warranty coverage.	Inspect and correct grade as necessary.

GUTTERS AND DOWNSPOUTS

Gutters and downspouts are intended to divert water that runs off the roof of your home. Gutters should be capable of handling the volume of runoff water produced by your roof under normal circumstances. The downspouts should be able to get that water away from your home so that it does not contribute to excessive settling or accumulation of water around the foundation of your home.

Gutters are not necessarily standard equipment, and are not automatically included in the purchase price of your home. In some cases, gutters are only installed in strategic areas, but not around the entire home. Be sure to discuss your gutters and downspouts with your builder so that you know what to expect. Maintenance of gutters and downspouts can be a significant task, depending upon the presence of trees around your home. Other than the conditions addressed in this limited warranty, all maintenance and repair of gutters and downspouts is the responsibility of the homeowner.

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Warranty ID	Warranty Deficiency	Description	Required Action
W12.10	Gutters and/or downspouts leak.	Gutters and/or downspouts that leak are deficiencies. The homeowner is responsible to keep gutters and downspouts free from leaves and debris to prevent overflow. Any leaks that have been caused by homeowner misuse or neglect are not considered to be deficiencies.	Inspect and repair leaks as necessary.
W12.15	Gutters retain standing water in excess of one inch deep.	Gutters that are improperly pitched to drain water are deficiencies. Standing water in gutters is acceptable if it does not exceed one inch in depth. The homeowner is responsible to keep gutters and downspouts free from leaves and debris to prevent overflow. Any leaks that have been caused by homeowner misuse or neglect are not considered to be deficiencies.	Inspect and adjust gutter pitch as necessary.

HEATING AND AIR CONDITIONING

Your home is engaged in a continuous and unrelenting battle with the elements around it. Rain, snow, sun, and wind can be the mortal enemies of your home and they have the advantage of being in eternal supply. These elements also have the advantage of being utterly beyond the control of your builder. Your builder's job is to build your home to exclude these elements, and control the indoor environment of the home to meet the requirements of current construction practices.

The heating and cooling options that exist for your home are as varied as the imaginations of the people who design them, as well as the companies that produce and supply them for the construction industry. Your heating and cooling systems are only one part of your arsenal in fighting the elements. They are your "offensive" weapons in the battle. Once the defensive perimeter of your house has been established these systems fill it with air that has been treated and adapted to the civilized conditions that you choose for your indoor environment.

Design factors for your heating and cooling systems are adapted to your local weather conditions. There are many factors that can influence their effectiveness. The greatest factor is the physical design of the house itself. Homes with large or numerous windows and doors, multiple levels, rooms that are unusually far from the utility room, limited interior wall space for ductwork, orientation of the home to the sun, and dozens of other factors affect the temperature inside your home. There are many ways that these factors can be addressed in the design of the heating and cooling systems of your home.

You have plenty of options in choosing the type of environmental controls that are built into your home. Specialized furnaces, "zoned" ductwork systems with multiple thermostats, alternative heating and cooling sources, and additional insulation in critical areas all can help with your heating and cooling. In addition, a vast and ever-changing list of products and innovations that may increase the efficiency of your home are available in the marketplace. The only catch is that all of these innovations and add-ons will cost more money. The fact that some desirable element of a heating and air conditioning system has been omitted from your home does not constitute a defect; it is simply a choice on your part or your builder's. Be sure to do some research before you begin your construction, so that you can wisely choose the options that best fit your budget and lifestyle, as well as conforming to the abilities and willingness of your builder.

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Warranty ID	Warranty Deficiency	Description	Required Action
W13.10	Ductwork or heating piping is not insulated in an uninsulated area of the home.	Ductwork and heating pipes that are run in uninsulated crawl spaces, attics, or garages are to be insulated in accordance with local codes. Basements are not "uninsulated areas" and no insulation is required in these areas.	Insulate pipes as required by local code requirements.

W13.15	Ductwork is noisy beyond reasonable expectations:	Noise in ductwork may occur for a brief period as a result of expansion or contraction when the heating or cooling system begins to function. This noise is not considered a deficiency. Continued noise such as rattling or buzzing in ductwork during its normal operation is considered a deficiency. "Oilcanning" due to flexing of ductwork while under normal operating conditions is considered a deficiency.	Repair or replace ductwork in order to eliminate excessive noise.
W13.20	Ductwork has separated or become detached.	Ductwork that is not intact or securely fastened is considered a deficiency.	Reattach and re-secure all separated or unattached ductwork.
W13.25	Heating system does not maintain an adequate temperature.	Under normal local design conditions, a heating system shall be capable of maintaining an inside temperature of at least 70 degrees Fahrenheit as measured in the center of the room where the Thermostat is located at a height of five feet above the floor. The homeowner is responsible for balancing dampers and registers and for making other necessary minor adjustments. Proper maintenance and operation of the home's heating systems, as described in the operation manuals of the components of the individual home, are the responsibility of the homeowner.	Inspect and repair heating system as necessary.
W13.30	Cooling system does not maintain an adequate temperature.	Under normal local design conditions, a cooling system shall be capable of maintaining an inside temperature of at least 78 degrees Fahrenheit as measured in the center of the room where the Thermostat is located, at a height of five feet above the floor. If the outdoor temperature exceeds 93 degrees Fahrenheit, the cooling system shall maintain a differential of no more than 15 degrees Fahrenheit between the indoor and outdoor temperature measured in the same fashion. The homeowner is responsible for balancing dampers and registers and for making other necessary minor adjustments. Proper maintenance and operation of the home's heating systems as described in the operation manuals of the components of the individual home are the responsibility of the homeowner.	Inspect and repair cooling system as necessary.
W13.35	Refrigerant lines leak.	Builder-installed refrigerant lines or ground loop pipes that develop leaks during normal operating conditions are considered deficiencies.	Inspect and repair or replace leaking lines and recharge the unit as necessary.

NW13.40	Condensate lines are clogged.	Builder shall provide clean and unobstructed condensate lines at the time the warranty becomes effective. Condensate lines may clog up under normal conditions. It is the responsibility of the homeowner to maintain condensate lines to ensure continued operation.	No corrective action is required.
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INSULATION

Insulation is installed around the perimeter of the living spaces of your home in order to maintain a comfortable indoor temperature. It also contributes to sound insulation, to help dampen the noise of traffic and other outdoor noises, and helps to make your home a peaceful place. In most cases, state or local regulations dictate the minimum requirements for efficiency of insulation in your new home. It would be helpful for you to familiarize yourself with the type of insulation used in your home, in case you need to do any maintenance or repairs in the future.

If you are building in an area that requires building permits and adherence to construction codes, insulation is usually one of the elements of your home that gets a scheduled inspection. If this is the case, then your Builder will not receive a certificate of occupancy unless the insulation requirements are met. If the home has passed the inspection, it will be assumed that the insulation in your home has met the requirements of your local construction codes, and is therefore in compliance with any warranty requirements.

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Warranty ID	Warranty Deficiency	Description	Required Action
W14.10	Insufficient insulation.	Insulation that is not installed around all habitable areas in accordance with established local industry standards is a deficiency. The homeowner must present credible evidence that the insulation is not adequate. Builder will not open walls, ceilings, or other finished surfaces to look for unsubstantiated claims of insufficient insulation.	Inspect and modify insulation to meet the local codes.

LEAKS – WATER OR AIR

A home is built to keep the outside elements out, and to maintain the inside elements. In most cases, it is not possible or desirable to build a home that is completely airtight. Air leaking in as drafts around windows, exterior doors, and electrical outlets on exterior walls is to be expected. There are products and methods that can reduce the amount of air that leaks in, but as with all aspects of your home, the more detailed you get in this area the more it is going to cost. The industry standards are generally adequate to insure a comfortable home. If you choose to exceed the standards, then the sky is the limit for how much you want to spend on eliminating drafts. Anything in excess of the industry requirements should be discussed in detail with your builder before the construction process is started.

Water leaks are less common, but can occur under extreme weather conditions. For the purposes of this section of the limited warranty, we are specifically discussing leaks that are not related to your plumbing. Water leaks around windows or doors, through ceilings and walls, or around your foundation should be reported promptly. Extreme weather can cause water to be forced in through the walls or roof, or cause water leaks around the foundation. If this happens, the homeowner must make reasonable efforts to contain and clean up any water that leaks in. The builder is only responsible for fixing leaks that are shown to be due to defective materials or workmanship. The homeowner is responsible for interior damage that is caused by failure to clean up after a water leak.

If a water leak is found to be due to extreme weather conditions, then the leak is considered an insurance issue, rather than a warranty issue. The components of your home have limits, and if these limits are exceeded, they may leak temporarily until the extreme conditions subside. These conditions are not necessarily defects, but they should be inspected to verify that there is not an underlying problem that is covered under your limited warranty.

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Warranty ID	Warranty Deficiency	Description	Required Action
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Water Leaks

W15.10	Water leak due to defective door installation.	Under normally anticipated conditions no water shall pass beyond the interior face of the door into a room, or flow into a wall cavity. Any such leaks are considered a deficiency.	Inspect and repair or replace door as necessary.
W15.15	Water leak due to defective window installation.	Under normally anticipated conditions no water shall pass beyond the window unit overflow into a room, or flow into a wall cavity. Any such leaks are considered a deficiency.	Inspect and repair or replace window as necessary.

W15.20	Leak due to precipitation coming through louver or vents.	Improperly installed louvers and vents that permit penetration of the elements under normal conditions are deficiencies. Properly installed louvers or vents may, at times, allow penetration of rain or snow under extreme weather conditions. Such weather-related leaks are not considered deficiencies.	Inspect and repair or replace louver or vent as necessary
W15.25	Water leaking through exterior wall.	Joints and cracks in exterior wall surfaces and around openings that are not properly joined to exclude the entry of water under normally anticipated weather conditions are considered to be a deficiency. If the leak is due to inadequate caulking, the homeowner must maintain caulking after the condition has been corrected.	Inspect and repair water leak as necessary.
W15.30	Excessive air leakage through exterior wall.	Air leakage through exterior walls is considered normal, especially around outlets, windows, doors, or anywhere else that the exterior envelope of the structure has been penetrated. If leakage is due to improper finishing, caulking, or insulation, it may be repaired one time only during the first year limited warranty period. Such repairs are at the discretion of the builder, and maintenance of the repaired area is the responsibility of the homeowner after the repair has been made.	Inspect and repair air leak as necessary.
W15.35	Below-grade leaks resulting in actual trickling of water.	Leaks resulting in actual trickling of water or causing water to come up through the floor in sufficient quantity to cause puddling are considered deficiencies, except where the cause is determined to be the result of homeowner negligence. If a sump pump was not contracted for or installed by builder, no action is required until the homeowner installs a properly sized pump or other water abatement system in an attempt to correct the condition. Should the condition continue to exist, then builder shall take necessary action to correct the problem. Leaks caused by landscaping that has been improperly installed by the homeowner, or failure by the homeowner to maintain proper grade is excluded from warranty coverage. Dampness in basement and foundation walls or in concrete basement and crawl space floors is often common to new construction and is not a deficiency.	Inspect and repair leak to meet local industry standards.

MASONRY – BRICK, BLOCK, STUCCO, OR STONE

Masonry includes any of a category of construction materials that are made of clay, cement, ceramic, or any other hard, pre-manufactured product. These masonry elements are typically joined together by mortar in order to form a solid, very hard wall or other surface. Other materials, such as stucco, are applied on-site and harden after their application. Like cement, these elements are very hard and durable, but they are brittle. If enough force is exerted on them, they are susceptible to minor cracking in the mortar between the masonry elements, or even cracking of the masonry itself. While this is not a desirable thing, the builder cannot always prevent it from happening. Unless the cracking is severe, it is usually not considered a defect.

There are many circumstances under which your masonry may need homeowner maintenance over time. Small cracks can be caulked to be sure that water does not penetrate the wall. Some brickwork may develop a dusty substance on the surface, which is known as efflorescence. This is also a natural condition of the materials that are used, and there are many products available to homeowners for use in controlling this, or any other masonry related maintenance needs.

Repairs may be made with cement, mortar, plaster, caulk, stucco, or any other industry accepted filling material at the contractor's discretion. If repairs are necessary, builder will attempt to match existing materials, but an exact match of replacement materials cannot be guaranteed. Builders are not responsible for failure to exactly match color or texture due to the nature of the materials, or for minor color variations between existing and new materials.

Only the items listed below are covered under your builder's limited warranty. If you have any questions about these warranty standards, please be sure to address them with your builder before you begin the construction process. If your warranty requests do not meet the conditions described below, then you should not expect any action to be taken by the builder.

Warranty ID	Warranty Deficiency	Description	Required Action
W16.10	Excessive crack in masonry wall above grade.	Small shrinkage cracks running through masonry and mortar joints are not unusual. Cracks shall not exceed 1/4 inch in width. Repairs are required one time only during the one-year limited warranty period and should be made near the end of the year.	Inspect and repair as necessary
W16.15	Excessive crack in basement or foundation wall.	Vertical or diagonal cracks that do not affect the structural ability of masonry foundation walls are common and are not considered a deficiency. Horizontal cracks in the joints of masonry walls are less common but may occur. Vertical or diagonal cracks 1/8 inch or more in width are deficiencies. Horizontal cracks exceeding 3/16 inch shall be investigated by builder to determine the cause. Builder shall take the necessary steps to remove the cause and make any necessary repairs in the defective course or courses.	Inspect and repair as necessary.

W16.20	Excessive cracks in exterior stucco or other plaster wall covering.	Hairline cracks in stucco or cement plaster are common, especially if applied directly to masonry backup. Cracks greater than 1/8 inch in width or spalling of the finish surfaces are deficiencies, and will be repaired one time only during the one-year limited warranty period.	Inspect and repair as necessary.
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PAINT

Paint is one of the most frequently addressed service categories. It is also one of the least likely to be an actual warranty issue. Paint is purely a cosmetic product, and the quality of a paint job will vary with each home, even if the same painters did the work using the same exact color and manufacturer of paint. The quality and acceptability of your paint job is a very subjective thing, but quality is an entirely different concept from warranty.

The best advice that can be given is this: If you are not satisfied with the paint job, arrange a mutually acceptable resolution to the problem with your builder before you close on your home. When you do close on your home, assume that you will never see the builder's painter again, and accept the paint job as it is, even with whatever imperfections it may have. In the eyes of the builder's limited warranty, when you take possession of your home, your paint job is considered to be complete.

Once you have moved into your home, you will have many more important things to worry about than imperfect paint. The stress that can be generated over a few flaws in a paint job is absolutely unnecessary, especially when you consider the likelihood that you will probably create more flaws on your own simply by moving into and living in the house.

If you do have warrantable paint issues in your home, the builder will attempt to match existing materials, but an exact match of replacement materials cannot be guaranteed. The builder is not responsible for minor color variations between the existing and new finishes. For any warranty repairs that are made, the builder's responsibility for the new paint will not extend beyond the expiration of the original one-year limited warranty period.

Only the items listed below are covered under your builder's limited warranty. If you have any questions about these warranty standards, please be sure to address them with your builder before you begin the construction process. If your warranty requests do not meet the conditions described below, then you should not expect any action to be taken by the builder.

Warranty ID	Warranty Deficiency	Description	Required Action
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Exterior Paint

W17.10	Excessive knotholes or wood stains appear through paint on exterior.	Over the course of the first year, untreated woods may bleed through paint. This is often a natural characteristic of the wood and is beyond the control of your builder. At the sole discretion of the builder, areas of excessive staining or deterioration may be touched up one time during the limited warranty period.	Inspect and touchup as necessary.
NW17.15	Exterior paint or stain is faded.	Fading is normal and subject to the orientation of painted surfaces to the climatic conditions which may prevail in the area. Fading is not a deficiency.	No corrective action is required

NW17.20	Mildew or fungus forms on exterior painted or finished surfaces.	Mildew and fungus are the result of climatic conditions and will vary depending upon the location and orientation of your home to the elements. Controlling the intrusion of mildew and fungus are considered routine homeowner maintenance tasks.	No corrective action is required.
W17.25	Exterior paint or stain peeled or deteriorated.	Exterior paints or stains that peel or deteriorate during the first year of ownership are deficiencies. This type of repair is required to be performed only once during the warranty period and is recommended to be done near the end of the year. Builder shall properly prepare and refinish affected areas. Builder will attempt to match existing materials, but an exact match of replacement materials cannot be guaranteed. Depending upon the extent and severity of the condition it is up to the builder's discretion to determine whether the affected areas will be touched up or completely repainted. Builder must repaint the entire wall if more than 75% of the surface area is affected.	Inspect and repair peeling or deteriorated paint as necessary.
NW17.30	Exterior varnish or lacquer deteriorated.	Varnish-type finishes on exteriors will deteriorate rapidly and are not covered by this warranty.	No corrective action is required.

Interior Paint

W17.35	Interior paint coverage is insufficient.	Wall, ceiling, and trim surfaces that are painted shall not be readily visible through new paint when viewed from a distance of 6-feet under normal lighting conditions. Builder shall repaint wall, ceiling, or trim surfaces where inadequate paint has been applied. Where more than 50% of the wall or ceiling surface is affected, the entire area will be painted from breakline to breakline. Builder is not required to repaint an entire room unless all walls and ceiling have been affected.	Inspect and repair so all walls and ceilings are completely covered.
W17.40	Painting made necessary by other repairs.	The builder is responsible for repainting any area that requires paint due to damage from a warrantable repair on a connecting or adjacent surface. Depending upon the extent and severity of the repair it is up to the builder's discretion to determine whether the affected areas will be touched up or completely repainted. Builder is not required to paint over drywall repairs even if the repairs were made to correct a warrantable defect. Painting and final surface preparation after drywall repairs is considered a homeowner responsibility.	Restore affected area to its previous condition.

W17.45	Interior varnish or lacquer has deteriorated excessively.	Natural finish on interior woodwork shall not deteriorate during the first year. Builder shall refinish affected areas of finished interior woodwork. Builder will attempt to match existing materials, but an exact match of replacement materials cannot be guaranteed.	Refinish interior woodwork as necessary.
NW17.50	Cosmetic variations in paint, stain, or other interior finish.	With the exception of specific conditions which are addressed elsewhere in this section of the builders limited warranty, interior painting and other finishes are not covered after occupancy of the home. It is acknowledged by the entire construction industry that some cosmetic imperfections may exist in a new home. Such conditions are not considered to be deficiencies. These items are considered part of normal homeowner maintenance.	No corrective action is required.

PLUMBING

Plumbers are highly trained and highly regulated trade contractors. Your home will have one or more inspections that are specifically dedicated to your plumbing. If a home does not pass the plumbing inspection, then the builder cannot get the approval of the local government to legally sell the home. Once a home has passed its final plumbing inspection, then it is considered to be done to the required standards. After that point, only items that are specifically listed below will be evaluated under the terms of your builder's limited warranty.

Other than fire, water can be the most destructive element in your home if it is allowed to get outside of the areas designed to accommodate it. It is imperative that everyone in your home understands the basics of plumbing, and knows how to shut off water at your sinks and toilets, as well as knowing how to shut off the water supply to your whole home. If you have a leak that gets water on woodwork or other non-waterproof areas, then it is your responsibility to stop the leak and clean up the affected areas. Homeowners may be responsible for the cost of some or all of the cleanup or repairs if they fail to mitigate water leaks and subsequent damage. Please take some time to familiarize yourself with your home's plumbing components, and check them regularly for proper operation.

When your home is completed, all of your plumbing lines and fixtures are brand new, unless otherwise pre-arranged with your builder. All of these components are guaranteed to be in the best possible condition, and to have been installed properly. When plumbing fixtures are new, it may take a little time for some of the rubber seals and other contact points to properly mesh with each other. This may result in a slowly dripping faucet, or a drain that does not completely seal. These conditions usually correct themselves with normal daily usage. Make sure that your faucets are securely closed when not in use. Do not apply excessive pressure to try to close them "tighter", as this may damage the fixture. Simply close them securely, and be a little patient with the new fixture. If leaking persists, report the leak to your builder as instructed in your builder's warranty procedures.

Be sure to take a little time to familiarize yourself with the basics of plumbing. You will notice that things like clogged toilets and condensation on water pipes are not covered under your warranty. Even a properly operating plumbing system may have characteristics that require homeowner maintenance. In most cases, clogged toilets and condensation are the result of conditions in the home that are beyond the control of the builder or his contractors. If you have a persistent problem, report it to HOMS.

Only the items listed below are covered under your builder's limited warranty. If you have any questions about these warranty standards, please be sure to address them with your builder before you begin the construction process. If your warranty requests do not meet the conditions described below, then you should not expect any action to be taken by the builder.

Warranty ID	Warranty Deficiency	Description	Required Action
W18.10	Faucet leaks.	A faucet leak due to faulty materials or workmanship is considered a deficiency. Leakage caused by worn washers or seals is a homeowner maintenance item.	Inspect and repair or replace leaking faucet as necessary.

NW18.15	Stained plumbing fixture.	High levels of minerals, especially iron, in the water supply will cause staining of plumbing fixtures. Treatment and maintenance of the water supply is the responsibility of the homeowner.	No corrective action is required.
W18.20	Valve leaks.	A valve leak due to faulty materials or workmanship is considered a deficiency.	Inspect and repair or replace leaking valve as necessary.
W18.25	Defective plumbing fixture.	Fixtures, appliances, or fittings are to be judged according to the manufacturer's standards regarding use and operation, and are covered under the builder's warranty for a period of one year. Scratches, tarnishing, marring, or any other cosmetic defects are covered only if they were noted prior to delivery of the home, and the builder agreed to repair or replace the item.	Inspect and repair or replace defective fixture.
W18.30	Excessively noisy water line.	Some noise from the water supply and drain lines is to be expected. Expansion and contraction of water pipes may cause intermittent clicking, creaking, or other sounds which are normal, and are not considered to be defects. Water lines that are not secure within the walls, and rattle or clatter against walls or framing materials are considered a deficiency. "Water Hammer" is a loud thumping caused by the infiltration of air into the water supply line, and is considered a deficiency. It is generally heard when the water is first turned on, especially with fixtures that draw a lot of water such as a shower or washing machine.	Inspect and repair water lines as necessary.
W18.35	Leaking pipe.	Leaks in any waste, vent, or water supply piping are considered deficiencies. Condensation on pipes does not constitute a leak and is not considered a deficiency. Excessive condensation on pipes is the result of temperature and humidity inside the home, and can only be controlled by the homeowner.	Inspect and repair leaking pipe as necessary.
W18.40	Clogged sanitary drain.	Sanitary sewers and sanitary drains should operate properly. If one of these components of your home is clogged due to defective materials or workmanship on the part of your builder then it is a deficiency. Any sewer drain that is determined to have been clogged due to homeowner negligence or abuse is not covered under the builder's warranty. The builder's responsibility for sewer lines extends to the end of the property line on which the home is built or the point at which it enters the public utility's main sewer line.	Inspect and repair clogged drain line.

W18.45	Clogged plumbing fixture.	Plumbing fixtures should operate properly. If one of these fixtures is clogged due to defective materials or workmanship on the part of your builder then it is a deficiency. Any fixture that is determined to have been clogged due to homeowner negligence or abuse is not covered under the builder's warranty.	Inspect and repair clogged fixture.
W18.50	Water pressure is low.	If the use of the cold water supply at any one fixture drastically reduces the cold water supply at any one other single fixture, this is defined as low water pressure. All service connections to municipal or private water supply are the responsibility of the builder if the builder installed them. If another party such as the city water utility installed any section of the water service, the builder's responsibility begins where that section ends. If conditions exist which disrupt or eliminate the water supply that are beyond the control of the builder, the builder is not responsible.	Inspect and repair insufficient water flow.
W18.55	Plumbing pipes burst due to freezing.	The builder is responsible for adequately protecting pipes to prevent freezing during normally anticipated cold weather. Leaks occurring due to homeowner negligence or neglect are not covered under this warranty. The homeowner is responsible for maintaining a suitable temperature in the home to prevent pipes from freezing. Special care should be taken by the homeowner to ensure that adequate heat can get to areas that may receive a restricted air flow such as inside cabinets, under sinks, or behind washing machines. This is especially important when such areas are located against an exterior wall. Leaving cabinet doors open to such areas or creating openings into susceptible wall cavities may be options that you would wish to consider.	Inspect and repair burst pipes.
NW18.60	Plumbing element requiring regular maintenance	Many minor plumbing items may require homeowner maintenance during the one-year warranty period. Some examples include minor faucet leaks, frozen exterior faucets, loosened fittings, clogged or slow drains, toilet clogs, loose toilet seats or tanks, and dislodged shower doors. These and other items can be affected by homeowner use, and are not considered deficiencies. Plumbing systems and fixtures that have been properly installed are only covered as specifically described in the builder's limited warranty.	No corrective action is required.

ROOFING

Roofing materials are designed to prevent the elements from entering your home. The roof is designed to divert water toward established drains, or to the edges of your roof so that it goes away from the house. Most roofs are not designed to be completely waterproof. If the roof is subjected to standing or puddling water, such as can happen with ice dams or improperly applied gutters, water may leak through the material. Asphalt shingles may require several successive days of high temperatures in order to completely seal. In this case, homes built in the fall or winter may be more susceptible to wind damage until summer comes around. Be sure to familiarize yourself with the specifications of the roofing material that is used on your home.

Roofing materials should protect your home under normally anticipated conditions. Depending upon the material that is used and the climate where you live, the rules regarding the capabilities of your roofing materials will vary. In some cases, winds higher than 30 mph may be considered unusually high winds, which would make roof damage an insurance issue rather than a warranty issue. Accidental loss or damage from acts of nature are beyond the builder's control and are not covered under your builder's warranty.

There are many different types of roofing materials, and many choices of style and appearance within each of the different types of roofing that are used. The most commonly used roofing product is asphalt shingling, but there are many other materials that can be chosen, depending on the desired appearance or the functional requirements of the roof. If you have a choice in the type, style, or color of roof covering that is used, be sure to choose carefully. Once your roof has been applied, your displeasure with its appearance does not obligate your builder to replace it.

Only the items listed below are covered under your builder's limited warranty. If you have any questions about these warranty standards, please be sure to address them with your builder before you begin the construction process. If your warranty requests do not meet the conditions described below, then you should not expect any action to be taken by the builder.

Warranty ID	Warranty Deficiency	Description	Required Action
W19.10	Standing water on roof.	Water shall drain from a flat or low-pitched roof within 24 hrs of a rainfall. Minor ponding or standing of water that does not result in a leak is not considered a deficiency.	Inspect and modify roof as necessary.
W19.15	Water leak through roof.	Roof or flashing leaks that occur under normal weather conditions are deficiencies. Temporary leaks may be caused by severe weather conditions such as ice and snow build-up, high winds, or driven rains. Such leaks are not deficiencies, and are not covered by your builder's limited warranty.	Inspect and repair roof leaks as necessary.
W19.20	Shingles have deteriorated.	Roof shingles that lift or curl during the first year of warranty coverage are considered deficiencies, in accordance with the manufacturer's performance specifications.	Inspect and repair shingles as necessary.
W19.25	Missing shingles.	Roof shingles that tear loose during normal weather conditions are deficiencies.	Inspect and repair shingles as necessary.

SEPTIC SYSTEM

A septic system is a very simple system from a mechanical standpoint. It does, however, put the burden on the homeowner to see that it is working properly and that it is treated properly. If your home has a septic system, in effect you have taken on the job of managing your own little sewage treatment plant. It is incumbent upon the homeowner to get familiar with the care and operation of this component of the home. Homeowner negligence or abuse are not covered under the terms of your builder's limited warranty. Be sure you know how to avoid accidental abuse or neglect of your septic system.

There are many septic system maintenance and use issues that are the responsibility of the homeowner. The homeowner is responsible for the periodic pumping of the septic tank. The intervals at which normal pumping is required are determined by the way in which the system is used, and a normal need for pumping is not considered a deficiency. Sewage pumps included in your septic system are considered to be a mechanical component of your home, and carry a manufacturer's warranty. Unless a problem with a pump is clearly demonstrated to be the result of improper installation, pumps are specifically excluded from coverage under this limited warranty.

Your builder is not responsible for malfunctions or limitations to the system that are the result of design restrictions imposed by the State, County, or other local governing bodies. Your builder is not responsible for malfunctions that may take place due to circumstances beyond the builder's control such as freezing, soil saturation, changes in the ground water table, or other acts of nature.

Your septic system is uniquely adapted to your specific home. In general, your septic system should operate without much involvement from the homeowner unless it has filled up or experienced some sort of unusual failure. You should familiarize yourself with your septic system well enough so that you can control the flow of effluent, and know how to react to a leak. Be sure to have the name and contact information for your septic system contractor, so you can contact them with any problems, or for routine maintenance over time.

Only the items listed below are covered under your builder's limited warranty. If you have any questions about these warranty standards, please be sure to address them with your builder before you begin the construction process. If your warranty requests do not meet the conditions described below, then you should not expect any action to be taken by the builder.

Warranty ID	Warranty Deficiency	Description	Required Action
W20.10	Septic system not operating properly.	Septic system should be capable of handling the normal flow of household effluent.	Inspect and correct any deficiencies found to be the result of defective materials or workmanship.

SIDING

For the purpose of this warranty, siding will be meant to include any durable material that is applied to the exterior of a home with the intention of providing an aesthetically pleasing appearance and contributing to the exclusion of the elements from the home. Siding materials may be natural or synthetic, maintenance-free or paintable, and include all standard siding materials except those involving masonry, such as rock, brick, or stucco.

Siding is available in a wide variety of materials, styles, and colors. If you have a choice in the type of siding material that is used on your home, be sure to spend some time researching the options. Once the siding has been applied, your dissatisfaction with its appearance does not obligate the builder to replace it. Be sure to choose a siding that fits your lifestyle. If you want to change the color of your home every few years, choose a siding that is paintable. If you do not ever want to have to paint your home, choose a maintenance-free siding. Those are just two of the many options that you have.

If you do not have any choice in the type of siding that is used on your home, then familiarize yourself with the characteristics of the product that is used. Find out if it carries a manufacturers warranty, and get a copy of the warranty. Find out what your responsibilities are for maintaining the siding. Does it need to be cleaned? Where should you maintain the caulk where the siding meets some other exterior component of the home? Your siding will last well beyond the end of the builder's one-year limited warranty period, and the better you know your product, the better the results that you will get from it.

Siding that has been damaged by weather or an accident beyond the builder's control is not considered a deficiency. Siding repairs that are made necessary due to the homeowner's abuse or neglect are not the responsibility of the builder. If warranty repairs are necessary, builder is not responsible for minor variations in color, texture, or discontinuation of a specific color or style of finished material.

Only the items listed below are covered under your builder's limited warranty. If you have any questions about these warranty standards, please be sure to address them with your builder before you begin the construction process. If your warranty requests do not meet the conditions described below, then you should not expect any action to be taken by the builder.

Warranty ID	Warranty Deficiency	Description	Required Action
W21.10	Exterior siding has deteriorated.	Exterior siding that delaminates, splits, or deteriorates under normal use is a deficiency.	Inspect and repair siding as necessary.
W21.15	Siding is bowed excessively.	Bowing in excess of ½- inch in 32 inches is a deficiency. Measurement must be taken under moderate weather conditions, and out of direct sunlight.	Inspect and repair bowed siding as necessary.
W21.20	Excessively loose siding.	Siding that has become excessively loose due to defective workmanship or materials is a deficiency.	Inspect and repair siding as necessary.
W21.25	Siding has fallen off.	Siding that has fallen off due to defective workmanship or materials is a deficiency.	Inspect and repair loose siding as necessary.

VENTILATION

In the past, most home ventilation took place passively. That is, the natural infiltration of air through and around windows, doors, electrical outlets, and other passages maintained an adequate level of fresh air flow. Maintaining that airflow is important for keeping the indoor air fresh for breathing, as well as to allow moisture to escape from the home to prevent indoor water problems.

Over time, increased regulation of energy efficiency in new homes has resulted in much more tightly sealed homes, and reduced amounts of passive air infiltration. This has led to a need, particularly in cold climates, for mechanical ventilation. State statutes and local codes describe the exact requirements for your home and its ventilation. Before your builder can close on the sale of your new home, they must meet those codes. Once a home has passed its final inspection, it will be assumed that the ventilation is completed to the required standards.

Even if your home has the best ventilation system available, it is still susceptible to condensation and moisture issues during extremes in weather. Certain areas of the home, such as crawl spaces and basements are subject to more troublesome moisture challenges, and may require additional help, such as the use of a dehumidifier. These problems may be more evident during the first year in the home, as the various components of your home's construction continue to dry. Other factors that may influence moisture levels in your home may include poor soil drainage or a high water table. In most cases, this is not a problem, but it is important to be aware that the builder's requirements are satisfied when they meet the local codes. Beyond those codes, awareness of ventilation and interior moisture is a homeowner maintenance issue.

Only the items listed below are covered under your builder's limited warranty. If you have any questions about these warranty standards, please be sure to address them with your builder before you begin the construction process. If your warranty requests do not meet the conditions described below, then you should not expect any action to be taken by the builder.

Warranty ID	Warranty Deficiency	Description	Required Action
W22.10	Inadequate ventilation in crawl space.	Crawl spaces shall meet local construction codes pertaining to ventilation or other approved methods of moisture control. The homeowner is responsible for keeping exiting vents unobstructed.	Inspect and repair as necessary.
W22.15	Inadequate ventilation in attics or roof.	Attics or roofs shall meet local construction codes pertaining to ventilation or other approved method of moisture control. The homeowner is responsible for keeping exiting vents unobstructed.	Inspect and repair as necessary.
W22.20	Whole-house mechanical ventilation system does not function as designed.	Mechanical ventilation systems should operate as intended, and in accordance with the local construction codes where applicable. Failure to operate properly is considered a deficiency.	Inspect and repair as necessary.
W22.25	Exhaust fan improperly vented.	Bath or kitchen exhaust fans shall meet local construction codes pertaining to ventilation. The homeowner is responsible for keeping exiting vents unobstructed.	Inspect and repair as necessary.

WALLPAPER

Wallpaper or any other specialized interior wall coverings are purely a decorative, cosmetic component of your home. Most builders do not apply wallpaper, for the simple reason that it is subject to the personal preferences, taste, and scrutiny of the homeowner. In addition, it is very common for new homes to settle in the first year, and the interior wallpaper may get wrinkled or ripped.

If your builder does install wallpaper or other interior wall coverings, including highly specialized paints or other materials, discuss the limits of the repairs or touchups that the builder will perform at the end of the first year. Any wallpaper installed by the homeowner is subject to the same potential problems. Even if an unrelated warrantable problem causes damage to homeowner-applied wallpaper or other decorative wall covering, the homeowner is solely responsible for the repair or replacement of the wall covering.

Only the items listed below are covered under your builder's limited warranty. If you have any questions about these warranty standards, please be sure to address them with your builder before you begin the construction process. If your warranty requests do not meet the conditions described below, then you should not expect any action to be taken by the builder.

Warranty ID	Warranty Deficiency	Description	Required Action
W23.10	Wallpaper or other specialized interior wall coverings do not meet agreed-upon standards.	Builder will repair specialized wall coverings only as agreed to prior to occupancy. In general, wallpaper should not peel or become detached during the first year. In areas where excessive sunlight or high humidity may affect the color or adhesion of the product, the homeowner is responsible for any repairs that may be made necessary. Builder is not responsible for damage to wallpaper that is installed by the homeowner even if the damage was caused by a warrantable problem beneath the wallpaper.	Inspect and repair wall coverings as necessary.

WINDOWS AND SCREENS

Windows and screens are made of a wide variety of materials, and are put together in a wide variety of ways. Generally, windows are purchased as a finished product by your builder and then applied to your home. Usually, the windows carry a manufacturer's warranty, and the manufacturer may even have their own service network that you can call if you have problems. Ask your builder about your windows and screens and if there is a manufacturer's warranty, get a copy of it for your records.

Inspect your windows and screens carefully before you close on the sale of your home. Because they are operating parts of the home, they are susceptible to accidental damage by the homeowner. Torn screens or damaged hardware will not be covered by the builder's limited warranty unless they are reported to the builder prior to occupancy of the home.

If you have a non-functioning window that opens to the outdoors, it leaves your home vulnerable to the outdoor elements as well as potential intruders. For this reason, a completely non-functioning window should be reported promptly. Simple, routine problems such as a sticky window or a hardware problem should be reported in accordance with your builder's warranty procedures.

Be sure to familiarize yourself with the operation of your windows. It is quite common for a homeowner who is unfamiliar with the operation of their windows to damage a window, or simply to misinterpret a normal condition as a problem. If you damage a window or call for service when there is nothing wrong, there is the possibility that you will be charged for the service call. For this reason, it is important to know your windows and screens.

Only the items listed below are covered under your builder's limited warranty. If you have any questions about these warranty standards, please be sure to address them with your builder before you begin the construction process. If your warranty requests do not meet the conditions described below, then you should not expect any action to be taken by the builder.

Warranty ID	Warranty Deficiency	Description	Required Action
W24.10	Window does not operate properly.	Windows that do not operate in conformance with manufacturer's design standards are deficiencies.	Inspect and adjust or replace window as necessary.
W24.15	Double hung window does not stay in place when open.	Double hung windows are permitted to move within a two-inch tolerance up or down when put in an open position. Any excessive movement exceeding the tolerance is a deficiency.	Inspect and adjust window as necessary.
NW24.20	Condensation or frost on window frame or glass.	Moisture will collect on the frame and glass surface when humidity is present. Condensation is usually the result of exterior temperature combined with humidity conditions in the home. This is considered a homeowner maintenance matter, and is beyond the builder's control.	No corrective action is required.
W24.25	Window hardware fails to perform its intended purpose.	Any hardware installed on doors and windows that does not operate properly is considered deficient.	Inspect and adjust or replace window hardware as necessary.

W24.30	Storm door does not fit or operate properly.	Builder-installed storm doors that do not operate properly are considered deficiencies. Missing or damaged storm door parts that were not reported prior to occupancy of the home are not covered by this warranty.	Inspect and repair or replace storm door as necessary.
W24.35	Screen does not fit properly.	Screens that do not fit properly to provide the protection for which they are intended are considered deficient. Missing or damaged screens that were not reported prior to occupancy of the home are not covered by this warranty.	Inspect and repair or replace screen as necessary.
W24.40	Draft around window.	Some infiltration is normally noticeable around windows, especially during high winds. Excessive infiltration resulting from openings in poorly fitted windows or poorly fitted weather-stripping is a deficiency.	Inspect and adjust window or weather-stripping as necessary.
W24.45	Clouding or condensation between the panes of insulated glass.	Insulated glass that clouds up or has condensation on the surfaces between the panes of the glass is a deficiency.	Inspect and repair or replace glass as necessary.
NW24.50	Condensation on interior or exterior surfaces of window or door components other than glass.	Condensation is always a product of the moisture level in the air, in conjunction with the temperature. If the humidity level is too high in relationship to the temperature, condensation will occur. Different kinds of windows and doors have varying abilities to resist condensation, depending upon their individual construction and components. If a window or door has been properly installed, then the occupant of the home must control any subsequent condensation. Only those items that are specifically addressed by the builder's limited warranty will be considered deficiencies.	No action is required. Homeowner maintenance is required to control condensation.