

**KEVCO BUILDERS, INC.**  
STATE CERTIFIED BUILDING CONTRACTOR



**KEVCO BUILDERS**

*Innovation. Integrity. Excellence.*

2104 S. Bay Street  
Eustis, FL 32726

352-742-3398

Homeowner Name: \_\_\_\_\_

Location: \_\_\_\_\_

Warranty Start Date: \_\_\_\_\_

## KEVCO CONSTRUCTION GROUP Homeowner Maintenance Checklist

The following items are recommended as part of your routine homeowner's maintenance for your new Kevco home. These items have all been reviewed during your New Home Orientation, but we hope you will find this to be a helpful reference.



**\*\*\* It is most convenient to do all your monthly maintenance when you receive your utility bill.**

**Caulking:** There are several areas in your home that need to be inspected regularly and re-caulked as necessary. The difference in cost between an average product and a superior product is not much. We recommend always using a high quality caulk, but you should also realize that no matter how good the quality of the caulk and no matter how professionally installed, over time caulk will shrink, dry and crack, requiring replacement.

**Corners of walls and windows:** Through the normal curing process, gypsum materials may crack. A good quality acrylic latex caulk is recommended here.

**Exterior Windows:** Over time, the caulking will shrink around exterior windows. These should be inspected annually, and when necessary, a siliconized latex caulk should be re-applied.

**Exterior stucco cracks:** While they may appear to be harmless, hairline cracks in stucco may allow water to infiltrate your home through the porous masonry material. You should inspect the stucco annually, and when necessary apply good quality acrylic latex caulk and touch up paint the hairline cracks that can occur. This typically should be done prior to the rainy season.

**Sinks:** When our sinks are set in the countertops, a bead of perimeter caulking is applied. These should be inspected periodically and re-caulked with a tub and tile caulk as necessary. These caulks come in a hand held squeeze tube, which are easy to apply and allow for easy cleanup with water.

**Counter top and backsplash:** This is an area easily damaged if caulking maintenance is not performed regularly.

**Showers and shower/tub combos:** The corners of your showers and shower/tub combos have been sealed with a marine-grade siliconized caulk. You should inspect these corners periodically and re-caulk as necessary. Further, it is important to keep these areas clean, as once any mildew gets into the caulk, it more than likely will require complete removal of the caulk to get it clean. It is recommended to clean showers and tubs weekly and re-caulk as needed.

**Garbage Disposal:** To sharpen the disposal blades, simply drop ice cubes into the opening and run the disposal. To remove odors, it is recommended to run lemon or lime rinds through the disposal. If you experience any problems with the operation of the unit, please check the following two functions.

1. If the unit will not turn on, try the reset button on the base of the unit.
2. If there is noise coming from the motor but the unit is not turning, take the following steps:  
Unplug the unit beneath the sink base. Use the Allen wrench provided and insert in the base of the unit, working it back and forth. Remove the blockage. Plug the unit back in and check the operability of it.

**Self-Cleaning Oven:** The self cleaning function on your oven is an easy and convenient feature; however, always remove the broiler pan and racks and any adjacent cabinet doors and drawers prior to operating it in the self cleaning mode. The temperature associated with this function is so high that it turns the chrome a bluish black and may melt or discolor your cabinets.

**Range Hood:** Your range hood has a filter system on the bottom of it, which should be cleaned regularly. Simply remove the filter(s) and soak them in warm soapy water. Let them drip dry and then re-install.

**Refrigerator:** Cleaning the coils beneath or behind the refrigerator will prolong the life of the appliance and increase the energy efficiency.

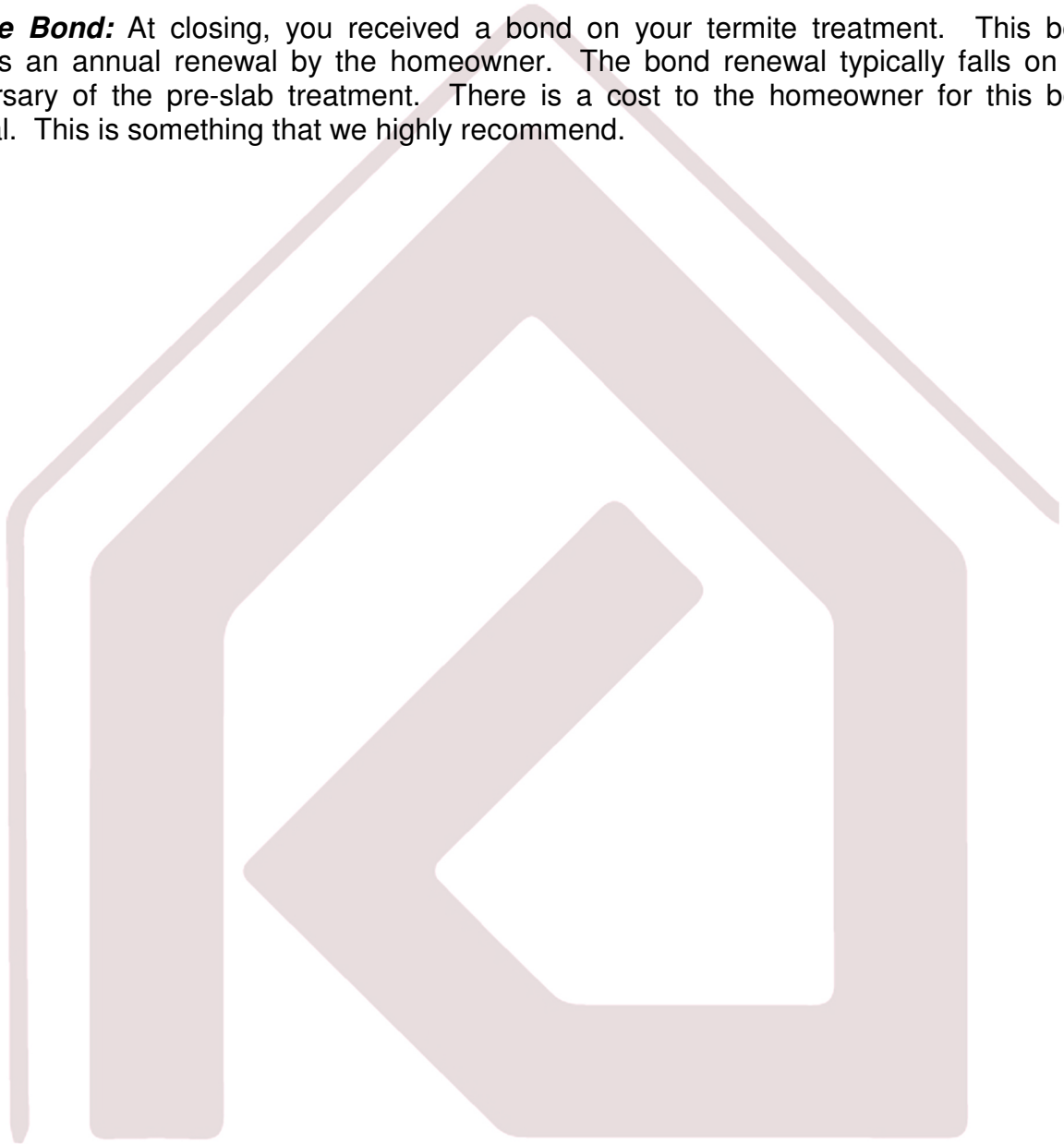
**GFCI's (ground fault circuit interrupters):** You will find GFCI receptacles in your kitchen, bathrooms, garage, and outside. Not all of the outlets have reset buttons on them. The ones that have reset buttons should be tested monthly by pressing the test button and then setting the reset button. If you are able to perform both functions then they are working properly.

**Heating and Air Conditioning Systems:** On a monthly basis, you should change your filter, (which is typically located at the base of the air handle), and put two tablespoons of vinegar down the condensation overflow line also located at the air handler. Performing these two functions will ensure that your system operates as efficiently as possible. (It is comparable to changing the oil in your car). We also strongly recommend that prior to the end of warranty; you contract with a heating and air conditioning company to service your unit annually. The best time to do this is in the fall prior to using the heat for the first time. They will perform a diagnostics check, flush out the lines, clean the blower and coils, etc, but every service contract is different. Review them closely and know exactly what you are getting for your money.

**Water Heater:** Once a month, we recommend that you check your pressure relief valve located near the top of the water heater. It is a bronze valve with a butterfly type release on top. Simply lift the release and you should experience a flow of water to the outside of the home through this pipe. Annually, you should drain your unit to remove sediment. Please read and follow the manufacturer's directions carefully as to how to properly do this. The

manual that comes with the unit will provide clear direction on this. IF YOU HAVE A GAS UNIT, TURN OFF THE GAS FIRST and if you have an electric unit, turn off the breaker before draining.

**Termite Bond:** At closing, you received a bond on your termite treatment. This bond requires an annual renewal by the homeowner. The bond renewal typically falls on the anniversary of the pre-slab treatment. There is a cost to the homeowner for this bond renewal. This is something that we highly recommend.



# Limited Warranty Guide

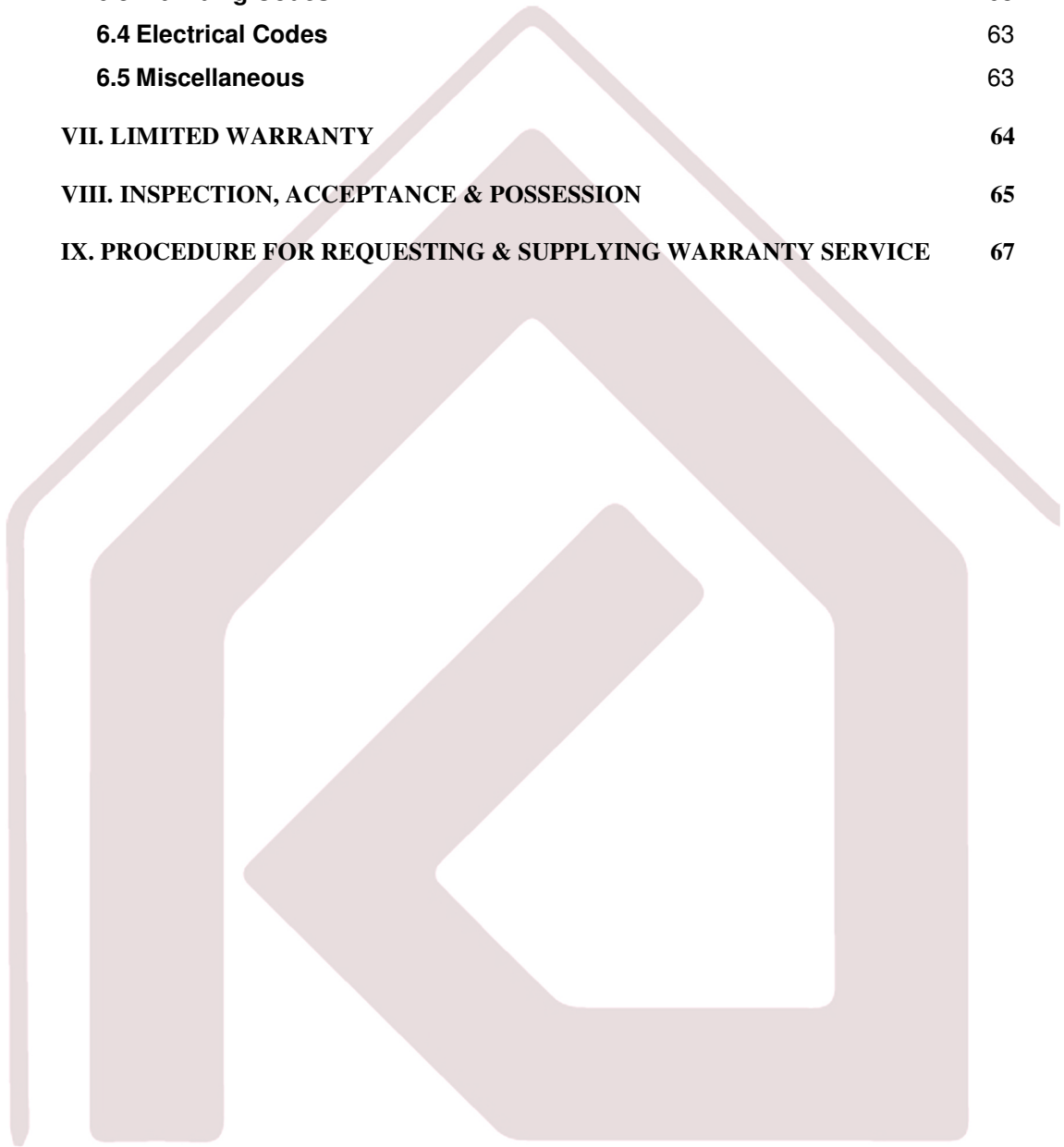
## Table of Contents

<b>I. INTRODUCTION</b>	<b>9</b>
<b>1.1 Agreement</b>	9
<b>1.2 To Whom Extended</b>	9
<b>1.3 Term</b>	9
<b>1.4 Coverage</b>	10
<b>II. DEFINITIONS</b>	<b>11</b>
<b>2.1 Appliance, Equipment, Fixtures, and Consumer Products</b>	11
<b>2.2 Systems</b>	11
2.2.1 Plumbing Systems	11
2.2.2 Electrical System	12
2.2.3 Heating, Ventilating, Air Conditioning, and Mechanical Systems	12
<b>2.3 Manufacturers' Warranties</b>	12
2.3.1 Appliances	12
2.3.2 Heating and Air Conditioning	12
2.3.3 Water Heater	13
2.3.4 Garage Door	13
2.3.5 Sprinkler	13
2.3.6 Manufactured Siding	13
2.3.7 Roof Materials	13
2.3.8 Fiberglass/Acrylic Tub	13
<b>III. EXCLUSIONS</b>	<b>14</b>
<b>3.1 This Limited Warranty Excludes any Coverage of the Following Items</b>	14
3.1.1 Consequential or Incidental Damages	14
3.1.2 Other losses or damage	14
3.1.3 Insect Damage	14
3.1.4 Other Manufacturers' Warranties	14
3.1.5 Damage after Home Acceptance Inspection	14
3.1.6 Damage, Normal Wear and Tear	14
3.1.7 Electrical Overloads	14
3.1.8 Repairs	15
3.1.9 Damage, Neglect	15

3.1.10 Compliance	15
3.1.11 Damage during Use	15
3.1.12 Landscaping	15
3.1.13 Components	15
3.1.14 Radon Gas	16
<b>3.2 No Other Warranties</b>	16
<b>IV. HOMEOWNER RESPONSIBILITIES</b>	<b>17</b>
<b>4.1 Replace HVAC Filters</b>	17
<b>4.2 Water Damage</b>	17
<b>4.3 Gutters and Downspouts</b>	17
<b>4.4 Home Components</b>	17
<b>4.5 Extended Absences</b>	18
<b>V. QUALITY STANDARDS &amp; ACCEPTED REMEDIES</b>	<b>19</b>
<b>5.1 Major Area: Site Work</b>	20
5.1.1 Area: Grade of Building Site	20
5.1.2 Area: Grading of Additional Property	21
5.1.3 Area: Stability of Building Site Grading	21
<b>5.2 Major Area: Cast-in-Place Concrete</b>	22
5.2.1 Area: Cast-in-Place Foundation & Basement Walls	22
5.2.2 Area: Expansion & Contraction Joints	22
5.2.3 Area: Exterior Concrete Slabs	23
5.2.4 Area: Interior Concrete Slabs-Exposed	23
5.2.5 Area: Concrete Slabs Beneath Finished Floorings	24
5.2.6 Area: Concrete Surface-General	25
5.2.7 Area: Concrete Stoops and Steps-Drainage	25
<b>5.3 Major Area: Masonry</b>	26
5.3.1 Area: Unit (Block) Masonry-Foundation & Basement Walls	26
5.3.2 Area: Unit Masonry-Walls and Finish Veneer	26
<b>5.4 Major Area: Wood &amp; Plastics</b>	27
5.4.1 Area: Rough Carpentry-Construction of Wood Floors	27
5.4.2 Area: Wood Floors-Even Surface	27
5.4.3 Area: Wood Wall Construction-Degree of Straightness & Plumb	28
5.4.4 Area: Interior Trim	29
5.4.5 Area: Exterior Trim	29
5.4.6 Area: Roof Trusses and Sheathing	30
<b>5.5 Major Area: Thermal and Moisture Protection</b>	32

5.5.1 Area: Insulation	32
5.5.2 Area: Roofing, Flashing and Guttering	32
5.5.3 Area: Louvers & Vents	33
5.5.4 Area: Fascia & Soffit	33
5.5.5 Area: Siding	35
5.5.6 Area: Exterior Joints & Caulking	35
<b>5.6 Major Area: Doors and Windows</b>	<b>37</b>
5.6.1 Area: Doors and Windows-General	37
5.6.2 Area: Garage Doors	38
5.6.3 Area: Interior Doors	39
5.6.4 Area: exterior Doors	39
5.6.5 Screen Doors (Swinging)	40
5.6.6 Sliding Exterior Doors (Glass and Screen)	41
<b>5.7 Major Area: Fit and Finish Details</b>	<b>43</b>
5.7.1 Area: Interior Wall and Ceiling Surfaces	43
5.7.2 Area: Ceramic Tile	43
5.7.3 Area: Finished Wood Flooring	44
5.7.4 Area: Resilient Floor Covering	44
5.7.5 Area: Paints and Stains	45
5.7.6 Area: Carpeting	45
5.7.7 Area: Exterior Stucco Finish	46
<b>5.8 Major Area: Specialties</b>	<b>48</b>
5.8.1 Area: Fireplaces, Chimneys and Vents	48
5.8.2 Area: Cabinets	48
5.8.3 Swimming Pools	49
5.8.4 Screened Enclosures	50
<b>5.9 Major Area: Systems</b>	<b>52</b>
5.9.1 Area: Plumbing Systems	52
5.9.2 Area: Heating AND Cooling Systems	54
5.9.3 Area: Electrical System	56
5.9.4 Area: Septic Tank	58
5.9.5 Area: Yard Irrigation Systems (60 day warranty except as noted)	59
<b>5.10 Major Area: Structure</b>	<b>62</b>
5.10.1 Area: Load Bearing Portions of the Home	62
<b>VI. MODEL CODES APPLICABLE TO</b>	<b>63</b>
<b>RESIDENTIAL CONSTRUCTION</b>	<b>63</b>

<b>6.1 Building Codes</b>	<b>63</b>
<b>6.2 Mechanical Codes</b>	<b>63</b>
<b>6.3 Plumbing Codes</b>	<b>63</b>
<b>6.4 Electrical Codes</b>	<b>63</b>
<b>6.5 Miscellaneous</b>	<b>63</b>
<b>VII. LIMITED WARRANTY</b>	<b>64</b>
<b>VIII. INSPECTION, ACCEPTANCE &amp; POSSESSION</b>	<b>65</b>
<b>IX. PROCEDURE FOR REQUESTING &amp; SUPPLYING WARRANTY SERVICE</b>	<b>67</b>





# I. INTRODUCTION

## 1.1 Agreement

This Limited Warranty is provided by the Builder to the Purchaser as part of the terms and conditions of a contract between the said parties calling for construction of improvements to real property. All terms, conditions, limitations, quality standards and accepted remedies stipulated in this Agreement have been mutually agreed upon as limitations on the warranties to be provided and were examined or made available for examination by the original Purchaser at the time of entering into the original contract.

## 1.2 To Whom Extended

This Limited Warranty is extended by the Builder to the original Purchasers of the home, which is to say the person(s) named on the cover page of this Limited Warranty document, whom entered into the construction contract. If home is subsequently sold, the remaining warranty will be honored as stated within this agreement by Kevco Construction Group through date of one year from original purchaser's closing date.

## 1.3 Term

The various coverage defined elsewhere herein shall commence on the date the contract closing on the home or the date of occupancy, whichever is earlier. Occupancy in this context is defined to mean acceptance of the home by Purchaser for usage in any fashion, including but not limited to storage of furniture or other items, rental to a tenant, performance of additional work on the home by persons other than Builder, and listing with a Broker or otherwise placing the home on the market for sale. In the event Builder properly completes the home and schedules a closing date with at least two weeks notice to Purchaser, and Purchaser is unable or unwilling to close on or before that date, then the warranty shall commence on the date originally scheduled by Builder as though closing had occurred.

The date of warranty commencement has been entered for reference on the cover page of this document; however, this shall not serve to modify the warranty term as defined herein if the cover page date is not entered or is entered in error. No action by Builder to correct defects shall act to extend the term of this warranty. The term of the warranty by Builder shall be for one year following commencement of coverage as defined above, unless a more limited coverage is explicitly stated.

The Limited Warranty term for "Appliance, Fixture, Equipment, and Consumer Products" by the Builder shall be limited to one year, regardless of the warranty offered

by the original manufacturer. This shall not imply, however, any limitations upon the manufacturer's warranty.

## 1.4 Coverage

The Builder warrants that the home will be free from defects as defined by the Quality Standards set forth in this Limited Warranty or if not set forth by the standards of construction prevalent in Lake County, Florida. If a defect is found in an item covered by this warranty, the Builder will repair, replace, or pay the reasonable cost of repairing or replacing the defect in accordance with the "Accepted Remedies" defined in this Agreement. **The choice among repair, replacement, or payment is Builder's.** Purchaser agrees that performance by Builder in accordance with the "Accepted Remedies" shall constitute complete satisfaction of Builder's obligations under the warranty; Purchaser shall have no right to specify which of the alternate remedies shall be used. Builder's total liability under this Limited Warranty shall in no case exceed the purchase price of the home, as stated in the final closing statement.

**Anything not described or clearly covered by this Limited Warranty document is not warranted.**

## II. DEFINITIONS

### 2.1 Appliance, Equipment, Fixtures, and Consumer Products

For purposes of this Limited Warranty, the term “Appliance, Equipment, Fixtures, and Consumer Products” shall mean any component of the home which is commonly supplied as a manufactured and/or assembled unit for incorporation into a home for any functional or decorative purpose. The term shall include an item, whether permanently affixed to the home or not, along with all associated fittings, attachments, controls and appurtenances. An item which is considered a “consumer product” for the purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. sec. 2301 et seq., shall be deemed a “consumer product” for the purposes of this Limited Warranty document.

The term shall include, but not be limited to:

Air conditioning condensing units; air handling equipment; air purifiers; automatic door openers; bathtubs; bidets; boilers; circuit breakers; compactors; clothes dryers; dishwashers; electrical outlets; faucets; furnaces; garbage disposals; hair dryers; humidifiers; lavatories; lighting fixtures; oil tanks; pumps; pressure switches; refrigerators; septic tanks; sump pumps and lift stations; stoves; sinks; smoke detectors; thermostats; toilets; ventilating fans; washing machines; well tanks; pumps; casing; well points; and associated equipment; water heaters.

### 2.2 Systems

The term “systems” shall mean materials and components of the listed functional installations which are not “appliance, equipment, fixtures, or consumer products” as defined above, due to their construction or assembly into the home by workmen on the jobsite. The Builder’s warranty is extended to the components of the respective system only; the consumer products associated with such systems are warranted only by the manufacturer.

#### **2.2.1 Plumbing Systems**

All supply lines and fittings for gas and water, commencing from the “Point of Customer Connection” or equivalent term as defined by the respective utility, and terminating at the various points of connection with fixtures, appliance, equipment, and consumer products; all drain and vent lines and fittings for sewer commencing at the various points of connection with fixtures, appliance, equipment, and consumer products and including septic system drain fields, but excluding the consumer products defined above which are used in waste disposal and septic system.

### **2.2.2 Electrical System**

All wiring commencing with the point of connection to the electric meter and including disconnect boxes, panel and breaker boxes, and boxes for switches, outlets, light fixtures and the like, but excluding appliances, fixtures, equipment, and consumer products connected.

### **2.2.3 Heating, Ventilating, Air Conditioning, and Mechanical Systems**

All ductwork, lines for heat transfer materials (Freon, water, etc) registers, convectors, radiation elements, dampers, thermostat/humidistat wiring, but excluding the consumer products used in such systems

## **2.3 Manufacturers' Warranties**

Builder hereby assigns to the Purchaser, to the extent allowable, all Manufacturers' Warranties on all appliance, fixtures, equipment, and consumer products. Builder does not himself warranty said items. Builder's sole obligation with respect to all such products shall be to install the item in accordance with the manufacturer's recommendations, to provide the Purchaser with any literature provided to the Builder by the manufacturer, such as warranty registration cards, Owner's Manuals and the like, and to assist Purchaser if necessary in requesting warranty service from the manufacturer.

Builder may install a consumer product in a manner contrary to the manufacturer's recommendations if, in Builders opinion, the alternate installation is equivalent or superior to the manufacturer's recommendation, or the recommendation has no bearing on the particular job (as would be the case, for example, with a detail intended to avoid ice damming at a skylight, and the actual installation is in Central Florida). In the event Builder installs an item contrary to the manufacturer's recommendations, and such installation cannot be shown to be superior, then Builder shall perform additional work as necessary, in Builder's judgment to bring the installation in compliance with the manufacturer's recommendations and to repair any actual, measurable damage to the component or related components. Builder shall incur no further liability beyond that specifically stated herein above.

Items warranted by the original manufacturer, and not Builder, include but are not limited to the following:

### **2.3.1 Appliances**

All appliances, including ranges, oven, cook tops, microwave ovens, range hoods, dishwashers, hot water dispensers, washers, dryers, freezers, refrigerators, etc.

### **2.3.2 Heating and Air Conditioning**

Furnaces, air conditioning condensing unit, air handler, fans, blowers, thermostat and associated controls, bathroom exhaust vents.

### **2.3.3 Water Heater**

Water heater

### **2.3.4 Garage Door**

Automatic garage door opener, remote controls

### **2.3.5 Sprinkler**

Automatic sprinkler (yard irrigation) timer, controls, solenoid valves, rain sensors

### **2.3.6 Manufactured Siding**

Manufactured exterior siding and trim; vinyl, aluminum, or hardboard

### **2.3.7 Roof Materials**

Roof shingles, tiles, shakes, slate, etc.

### **2.3.8 Fiberglass/Acrylic Tub**

Manufactured fiberglass or acrylic garden tub together with any pumps, switches, jets, etc, associated with whirlpool features. Purchasers are advised that manufacturer's warranties, as with Builder's warranties, may be voided or limited by the Purchaser's damage, negligence or improper maintenance or service of the component.

## III. EXCLUSIONS

### 3.1 This Limited Warranty Excludes any Coverage of the Following Items

#### **3.1.1 Consequential or Incidental Damages**

Consequential or incidental damages, including cost of shelter, transportation, food, moving, storage, or other incidental expenses related to lodging during repairs or other warranty work, and including bodily injury, damage to personal property or loss of wages.

#### **3.1.2 Other losses or damage**

Loss or damage resulting from accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling object, aircraft, vehicles, acts of nature, lightning, windstorm, hail, flood, mudslide, earthquake, sinkhole, wind driven water, and changes in the level of the underground water table not reasonably foreseeable.

#### **3.1.3 Insect Damage**

Builder has subcontracted with a pest control specialist for pretreatment of soil against termite infestation, and Builder hereby assigns the subcontractor's warranty to Purchaser. Builder extends no other warranty against insect infiltration or damage. Purchaser is further advised that the treatment applied is effective against wood damaging insects only, and is not intended as a treatment against other forms of insects.

#### **3.1.4 Other Manufacturers' Warranties**

Items warranted by the original manufacturer, as further described elsewhere in this Limited Warranty.

#### **3.1.5 Damage after Home Acceptance Inspection**

Any damage which is not noted on the Home Acceptance Inspection report (Orientation) shall be conclusively presumed to have occurred after the performance of the inspection, unless the damage is such that it could not have been observed during inspection and is unlikely to have occurred after the inspection.

#### **3.1.6 Damage, Normal Wear and Tear**

Damage or deterioration resulting from ordinary wear and tear and/or the normal aging process

#### **3.1.7 Electrical Overloads**

Any component not supplied by the Builder, and any work not performed by the Builder or the Builder's agent or subcontractor. In addition, work by others may void affected areas of Builder's warranty if such work is improperly performed, performed contrary to Builder's recommendation, or incompatible with Builder's specifications (such as by

installing a heavy-duty appliance which overloads a standard capacity electrical circuit).

### ***3.1.8 Repairs***

**Repairs must be made ONLY by the Builder or Builder's agent or subcontractor. Any owner-initiated repairs will NOT be reimbursed unless agreed to in advance, in writing, regardless of the validity.**

### ***3.1.9 Damage, Neglect***

Damage due to neglect or failure on the part of the Purchaser to take reasonable remedial or protective measures to minimize such damage.

### ***3.1.10 Compliance***

Failure by anyone other than the Builder or his agents to comply with the warranty requirements of manufacturers of appliance equipment, fixtures, and consumer products.

### ***3.1.11 Damage during Use***

Any loss or damage which arises while the home is being used primarily for non-residential purposes shall not be warrantable by Builder.

### ***3.1.12 Landscaping***

In the case of materials supplied by Builder, the sole warranty is that all such material will be properly installed and in reasonable health at time of the Home Acceptance Inspection.

Plants and trees not observed and reported to Kevco Warranty in poor condition within **60 days** following this inspection shall be presumed healthy and established, no warranty shall apply.

### **Exceptions:**

There is no warranty against damage from freeze, hail, lightning, and other acts of nature even if such event causes damage within the initial 60-day period. Customer must occupy the home during the initial 60-day period.

Investment homes are warranted 2 weeks for landscaping.

Homes not occupied by the owner (rentals) are warranted 2 weeks for landscaping.

In the case of trees, shrubs, and other plants existing on the jobsite prior to construction Builder warrants only that reasonable care shall be observed in working near such plants. Builder cannot and does not warranty that any such pre-existing plants will not be damaged or killed by construction.

### ***3.1.13 Components***

Light bulbs, HVAC filters, water filters, sprinkler head adjustment (provided, however, that Builder shall initially adjust all heads properly), and all other items which are intended or commonly expected to be replaced, repaired, or adjusted within a one-year period.

### **3.1.14 Radon Gas**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. In addition, the United States Environmental Protection Agency has published two guides which are available to interested person: A Citizen's Guide to Radon: What It Is and What to Do about It, and Radon Reduction Methods: A Homeowner's Guide.

Preliminary studies by the United States Environmental Protection Agency suggest that prolonged exposure to radon may result in adverse health consequences. The extent to which a specific house may contain unhealthful concentrations of radon gas depends upon a number of factors, including natural geologic conditions, climate, temperature, prior land use, ground-water, construction materials and techniques, ventilation and air conditioning systems, and homeowner maintenance. Because of the multitude of factors involved, it is difficult to predict whether a specific residence may be subject to high radon levels unless specific tests are conducted by experts in the area.

Monitoring and control of radon levels in residential construction is a relatively recent concern. Builder does not provide advice to Purchaser regarding acceptable levels or possible health hazards of radon. Presently neither Builder nor the construction industry in general has or claims any expertise in control of radon and little evidence or consensus exists regarding the best construction techniques for radon control.

Builder makes no warranties, express or implied, about the existing or future environmental conditions on the property, including possible present or future pollution of the air, water, or soil from any sources, such as underground migration or seepage (including radon gas). Builder expressly disclaims any liability for any type of damages, whether direct, indirect or consequential, which the real estate, the house or its inhabitants may suffer because of any existing or future environmental conditions.

## **3.2 No Other Warranties**

This Limited Warranty is the only express warranty supplied by Builder. Implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, habitability, and good workmanship are limited to the one-year warranty term prescribed above. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.



# IV. HOMEOWNER RESPONSIBILITIES

## Typical Homeowner's Responsibilities

The Purchaser is responsible to conduct an active maintenance effort for the upkeep of their new home. Normal maintenance, such as replacement of HVAC filter and caulking as needed is not provided by the Builder under this warranty. Failure to perform required maintenance may increase the possibility or the extent of damage due to neglect, abnormal use, or improper operating conditions. This Limited Warranty does not offer normal maintenance items, nor damage resulting from failure by the homeowner to perform routine maintenance or to take reasonable care.

### 4.1 Replace HVAC Filters

Follow the manufacturer's recommendations provided in the Owner's Guide and warranty documents. Failure to replace filters when required will lead to an accumulation of dirt on the evaporator coil, blower fans, and furnace heat exchange components which can lead to premature failure of these components.

### 4.2 Water Damage

Protect against and remove excess water: Spilled liquids or the common accident of forgetting to shut off water at a sink or tub can cause severe damage to drywall, cabinetry, wood doors and floors, trim, carpeting, and many other components of your home. Stop the source of the liquid, clean up spills promptly. In the case of a leaking pipe or other component, the Builder shall be responsible for correction of the leak in accordance with the Quality Standards and Accepted Remedies described elsewhere in this document. The homeowner is responsible in such event to promptly notify Builder of the problem so that Builder may make prompt repairs. The homeowners is further responsible to promptly take whatever steps are reasonable, such as turning off the main house water shutoff, or place trash can under roof leak in order to minimize secondary damage caused by such a leak.

### 4.3 Gutters and Downspouts

Keep gutters and downspouts clear of debris. Blocked drainage and water overflow can cause damage, possible even to the extent of water entering the soffit and leaking into the home.

### 4.4 Home Components

Use components for the intended purposes, only. Do not place excessive weight on shelving or curtain rods, climb on shelves or cabinet doors, etc. Damage due to such misuse is not covered under this warranty.

## 4.5 Extended Absences

“Vacation-proof” the home for extended absences: Extended absence by the homeowner does not relieve him or the responsibility to promptly notify Builder of any problems; minimizing problems during such periods is to everyone’s benefit. Turn the water heater to its “Vacation,” “Pilot,” or “Off” setting. Turn off the water (at the house, not the meter, if you have automatic irrigation). Unplug hot water dispensers. Leave the irrigation system on, if you have one; even if it’s the rainy season allow the sprinklers to run according to the recommended watering schedule.

This protects against unexpected dry spells, and helps ensure that the system operates properly when you return. In summer months, it is advisable to leave the air conditioner on but at a higher temperature setting (say, 85 degrees), to provide a moderate amount of dehumidification.

## V. QUALITY STANDARDS & ACCEPTED REMEDIES

Quality Standards in home construction, as with any construction or manufacturing endeavor, are necessarily defined in terms of tolerances rather than absolutes. No wall is perfectly plumb, no surface is perfectly smooth if one undertakes to examine it with ultra-sensitive devices. The Quality Standards contained in this Limited Warranty are to define what degree of fit, finish or other criteria are to be deemed acceptable. Stated another way, the Standards define what level of imperfection can exist and still comply with the requirements of the contract. It is important that the homeowner understand and accept this fact; absolute perfection is unattainable, and therefore cannot be the measure of performance.

Kevco Construction has established a very high measure of Quality Standards; our goal is to be the very best. This will be apparent from a review of the succeeding portions of this document. We believe the Standards defined in the following pages are equivalent or superior in all respects to comparable standards adopted by other builders and homeowners' warranty companies.

The Quality Standards herein are grouped by "Major Areas" and then sub-grouped into "Area," "Quality Standards," and "Acceptable remedies." "Area" is the specific item being address. "Quality Standard" defines what is to be considered acceptable. Where possible, the Standards are in measurable terms (e.g. "1/4 [one-fourth inch] form square"). Some areas, however, are largely subjective (e.g. "sod quality"), and the Quality Standard then must simply refer to common practice, generally accepted quality levels, or the Builder's standard practice. "Acceptable Remedies" are the corrective measures which the Builder may elect to apply to a deficient item in order to bring it up to the defined Quality Standard. The option of which remedy to use relies solely with the Builder in all cases.

## 5.1 Major Area: Site Work

### 5.1.1 Area: Grade of Building Site

The building site shall drain properly.

#### **QUALITY STANDARDS:**

The “building site” is defined as the area surrounding the home foundation for a distance of 30’ (thirty feet) in every direction, but not beyond the limits of owner’s property lines. Builder shall establish grades within the building site such that water properly drains away from the home. **Usually water will not stand for more than 24 hour within the building site.** During periods of unusually heavy rainfall, such that the soil is saturated, the period during which water may be expected to stand may be longer and still comply with the Quality Standard.

The slope of the various portions of a building site is largely dictated by the elevations at the foundation and at the site boundaries or the property lines. A sloping lot will generally contain areas of greater slope after the home is complete, because the floor area of the home must be graded into a level area and the remaining area must then be graded into steeper slopes to accommodate the original total change in elevation. Any grading or slope which is generally consistent with the overall slope of the site, and which contributes to proper drainage as defined above, shall be considered a proper slope under this Quality Standard.

Water which stands in an area described in the plat or approved site plan or which is required by regulatory agencies as “drainage,” “storm water management,” retention area,” or similar definition is acceptable under this **Quality Standard as long as no water stands for more than 24 hours in any area closer than 3’ (three feet) from the foundation.**

Pre-existing trees within the building site modify the Quality Standard as follows: County tree ordinances and Builder’s standard practice encourage the retention of as many trees as possible. Since the grade immediately adjacent to existing trees cannot be substantially altered without killing the trees, steeper slopes or even slopes towards the home are permitted near the trees provided that the resulting drainage does not materially affect the structural integrity and weather tightness of the home and foundation.

Builder is responsible for providing a site which is initially properly graded. Builder is not responsible for subsequent maintenance of proper grades, or for changes in drainage conditions after delivery of the home, such as grading of adjoining sites, or additional grading, paving or construction on Purchaser’s site unless such changes are also by Builder.

#### **ACCEPTED REMEDIES:**

Any grade established by Builder which does not meet the Quality Standard shall be corrected by adding only such additional fill or doing such re-grading as is necessary to meet the Standard. Owner shall be responsible for notifying Builder of any questionable grading promptly following the first substantial rain.

Builder shall be responsible for re-establishing turf, landscaping, irrigation, and the like only to the extent that such items are directly affected by the fill or regarding. Re-establish plant materials shall meet the provisions of 3.1.12 as of the date of and that date shall also be the start of the reporting period mentioned in 3.1.12. If Builder must remove trees to achieve the grading Quality Standard, he shall incur no obligation to replace such trees.

### **5.1.2 Area: Grading of Additional Property**

Owner's property surrounding the building site shall drain as well as it did prior to construction of the home.

#### **QUALITY STANDARDS:**

Builder shall grade that portion of Owner's property which approximately equals a standard one quarter acre building lot; Builder has no responsibility to grade additional property beyond this limit unless specified in the contract. The area outside of the building site shall drain to the extent reasonable consistent with the pre-existing topography; Builder has no obligation to raise the site with additional fill so that water is carried off-site to designated on-site areas unless such requirements are stipulated in the contract.

#### **ACCEPTED REMEDIES:**

Within the area graded, and the limitations described above, the Quality Standard and Accepted Remedies shall be the same as for the building site. However, Builder has no obligation to remove trees outside of the building site.

### **5.1.3 Area: Stability of Building Site Grading**

The building site should not settle or erode (i. e. gully or wash).

#### **QUALITY STANDARDS:**

The grade of areas stabilized by sod or landscaping should **not settle or erode more than 6"** (six inches) from the originally established grade, as determined by surrounding areas which remain in original conditions. **Unevenness of freshly laid and rolled sod is normal** and will even out with time. Builder has no responsibility to "top dress" fresh sod unless this additional work is specified in the contract.

#### **ACCEPTED REMEDIES:**

Builder shall be responsible to fill and/or re-grade settled areas on a one-time basis within the warranty period. Builder is responsible only for settling resulting from improper grading and compaction.

Builder incurs no responsibility for sinkholes, digging by animals or insects, decaying organic matter not revealed by soils testing, or other site conditions outside of Builder's control. Builder also incurs no responsibility if the site grading supplied by the Builder has been modified following delivery (such as digging performed by a utility company in order to install telephone or cable TV).

Areas which are not stabilized with sod, landscaping, vegetation or other means have no warranty against erosion.

In addition to the remedies described above. Builder may recommend additional erosion control measures, such as installation of gutters, additional downspouts, downspout splash blocks, additional sod, plantings, or other measures necessary to combat storm water damage.

Unless such measures were specified in the original contract, the cost of any such additional measures shall be paid by Purchaser.

## 5.2 Major Area: Cast-in-Place Concrete

### 5.2.1 Area: Cast-in-Place Foundation & Basement Walls

Foundation and basement walls shall be structurally sound and shall not crack beyond acceptable limits.

#### **QUALITY STANDARDS:**

Basement or foundation walls shall be structurally capable of carrying the required loads. Shrinkage cracks in foundation walls are quite common and normal and rarely indicate a structural defect. In any concrete structure, the concrete provides strength against compressive forces (e.g. the weight of the building pressing down), while reinforcing steel bars (rebar), steel wire mesh, fiberglass fibers, or similar reinforcement provides strength against tensile (pulling apart) forces. Cracks rarely result from compressive loads; they result either from tensile loads or from concrete shrinkage in a direction where no loads exist.

Structural capability of load bearing concrete shall be determined by horizontal stability, at the top of the load bearing concrete structure. In the case of a wood member resting on the concrete (such as a 2x4 plate), support such that vertical deflection is 1/8" (one-eighth inch) or less shall be considered acceptable structural integrity. In the case of concrete block, the foundation shall support each block such that no unsupported span exceeding 1/2" (one-half inch) exists.

For appearance reasons, cracks should not exceed 1/8" (one-eighth inch) open space. See also Quality Standards under "Masonry" for standards regarding stucco on concrete.

#### **ACCEPTED REMEDIES:**

In general, cracks to be repaired will be filled (grouted or pointed) with a masonry compound suitable to the form and location of the crack. Where the above structure has deflected, it shall be acceptable to repair the structural concrete then shim the deflected member into proper position.

If the Purchaser and Builder cannot agree upon the soundness of a given concrete structure or the necessary form of repair, or if the test called for in the Standard is impractical (such as where removal of stucco, brick, or the like would be required), then Builder may engage a licensed engineer to inspect and deliver a professional opinion. The engineer's recommendations shall be binding upon the parties.

If the engineer reports that structural repairs are required, then the Builder shall perform the type of repair advised by the engineer, and bear the cost of the repairs as well as the engineer's fee. If the engineer reports that the concrete is structurally sound, or agrees that the repair previously proposed by Builder is adequate, then the engineer's fee shall be the Owner's responsibility.

### 5.2.2 Area: Expansion & Contraction Joints

Expansion and contraction joints in slabs and other poured-in-place concrete shall perform to specifications.

#### **QUALITY STANDARDS:**

Concrete joints devices made of metal or other materials will remain firmly connected to the concrete structure and to the underlying structure where such is the intended design of the device. Movement, separation, and/or cracking of concrete along the line of the joint are normal; separation of concrete masses is the intended function of expansion and

contraction joints. Joints made of wood (as in sidewalks) will disintegrate in time; this is intended by design and requires no corrective action.

**ACCEPTED REMEDIES:**

Concrete joint devices which separate from the concrete material shall be repaired by cementing into position with a concrete compound. Devices which separate from the underlying structure will be reattached or replaced and the affected area repaired with application of concrete compound. Where concrete compounds are used, Builder shall make reasonable efforts to attain color match, but shall bear no other responsibility for color variation from the original. The normal conditions defined in the Standard (movement, etc.) require no action.

***5.2.3 Area: Exterior Concrete Slabs***

Exterior concrete slabs such as driveways, walkways, etc., shall be structurally sound and shall not crack, settle, heave, or separate from the house beyond acceptable limits. Variations in color are acceptable and do not affect structural integrity.

**QUALITY STANDARDS:**

Concrete slabs shall **not separate horizontally more than 3/8" (three-eighths inch), nor vertically more than 1/4" (one-fourth inch)**. Cracking within cut or struck expansion joints is by design, to help reduce unattractive random cracking, and requires no remedy. See Standards under "Foundation and Basement Walls," and "Expansion and Contraction Joints." Stoops, steps, and other concrete cast-in-place adjacent to the house shall not separate in excess of 1" (one inch) from the house structure.

Concrete slabs shall be considered structurally sound if no movement can be observed when traffic of the nature corresponding to the slab (e.g. foot traffic for sidewalks, automobile for driveways) crosses the point in question.

Builder is not responsible for damage to slabs caused by applications of excessive weight (such as a garbage truck crossing a small corner of a driveway, or a furniture truck crossing a small sidewalk). Builder is not responsible for damage attributable to erosion beneath the slab unless Builder is also responsible for the erosion, as previously defined.

**ACCEPTED REMEDIES:**

For any exterior slab not structurally sound, the Builder shall perform repairs or replace portions of the slab as needed. Repairs of segments not structurally sound may include pumping of concrete or similar concrete mixtures below the slab for support. Slabs or slab sections will be replaced only if Builder is unable to make repairs any other way. Any repair which passes the above described test for structural soundness shall be satisfactory. Repairs of cracks, including cracks associated with slabs also to be repaired for structural reasons, will be performed by application of a concrete mixture. The mixture must bond adequately, so that normal traffic does not cause separation from the slab, to be considered acceptable. Builder is not responsible for color variations between the original slab and the repair.

***5.2.4 Area: Interior Concrete Slabs-Exposed***

Interior concrete floors, where the concrete serves as the final flooring, shall meet acceptable Standards of evenness and appearance.

**QUALITY STANDARDS:**

Cracks in exposed interior concrete floors **shall not exceed 1/4" (one-fourth inch) horizontally nor 1/4" (one-fourth inch) vertical displacement.** Cracks in interior floors are not considered a structural concern, because invariably the slab floor is retained in all directions by the home foundation. Cracks in floor slabs, even near bearing walls, do not indicate a decrease in structural integrity since bearing walls rest on foundation components far more substantial than the slab.

Slabs of rooms intended for normal habitability, such as screen rooms, shall not have pits, depressions, or areas of unevenness exceeding 1/4" (one-fourth inch) in 32" (thirty-two inches). Slabs of utility areas, such as garages and workshops, shall not have pits, depressions, or areas of unevenness exceeding 1/2" (one-half inch) in 32" (thirty-two inches).

**Variations in color in concrete slabs are not uncommon and are acceptable;** concrete color will sometimes vary with the rate of curing which will in turn sometimes vary from one area of the slab to another. Color variations have no effect on structural integrity; as such **there is no Quality Standard and no warranty for concrete color.**

**ACCEPTED REMEDIES:**

Cracks, pits, and depressions will be repaired with a concrete mixture. Grinding may also be employed if necessary to minimize excessive vertical displacement.

**Builder is not responsible for color variations between the repair and the original concrete.** In no case will Builder be responsible for replacing all or any section or an interior concrete slab, since an attempted repair of this nature commonly reduces structural integrity, rather than increasing it. Replacement of interior slabs is also inadvisable due to the possibility of damage to plumbing and other utility lines which may lie in the area below the repair.

**Builder is not responsible for variations in color in exposed concrete flooring.** Purchaser may apply concrete sealer, paints, and other finishers at his expense without thereby affecting this Limited Warranty. Builder is not responsible for reapplying such finishes after any warranty repair unless Builder supplies such finish as part of his original contract with Purchaser.

***5.2.5 Area: Concrete Slabs Beneath Finished Floorings***

Slabs beneath finish flooring shall be of quality necessary for the flooring as previously outlined.

**QUALITY STANDARDS:**

The existence of a crack in a sub floor does not by itself establish a requirement for warranty repair, even if the crack would not meet the standards if it were in an exposed floor. Slabs beneath finish flooring shall not have pits, depressions, or areas of unevenness exceeding 1/4" (one-fourth inch) in 32" (thirty-two inches).

**ACCEPTED REMEDIES:**

For defects exceeding the above limits, Builder shall remove the finish flooring, repair as for "Interior Concrete Slabs-Exposed," and reinstall or replace finish flooring. If the original flooring cannot be reinstalled (as with vinyl, for example), and is no longer available for purchase, then Builder may substitute the nearest equivalent color or pattern, or an alternate color and pattern selected by Owner, of the same or substantially equivalent quality and grade flooring,. In such case, Builder shall be responsible only for replacing floor covering in the room containing the repair. This Limited Warranty does not extend to



replacing all the flooring in the home, or to replacing paint color, cabinetry, tile, or the like to match alternate flooring.

#### **5.2.6 Area: Concrete Surface-General**

Concrete surfaces shall retain structural integrity.

##### **Quality Standards:**

Concrete surfaces shall not deteriorate to the extent that the aggregate is loosened under normal conditions of weathering and use, concrete deterioration caused by salt, chemicals, abrasion, gouging, and other damage beyond Builder's control is not covered by this warranty.

##### **ACCEPTED REMEDIES:**

Builder will repair or replace, at his option, the defective surfaces. Defects of this nature are often caused by "bleeding" of excess water to the concrete surface, with the result that the defect affects the surface only, while the underlying concrete is sound. In such case, pouring of a "cap" of a concrete mixture appropriate for the slab location shall be an acceptable repair, provided that the cap adequately bonds to the original concrete. Comments and limitations noted above under "Accepted Remedies" for exposed concrete floors, or concrete floors below finish floors, shall also apply.

#### **5.2.7 Area: Concrete Stoops and Steps-Drainage**

Stoops and steps shall properly drain.

##### **QUALITY STANDARDS:**

Water shall not collect and puddle in excess of 1/8" (one-eighth inch) at any point on concrete steps and stoops

##### **ACCEPTED REMEDIES:**

Builder shall repair, replace or re-install, at his option, concrete stoops and steps which do not meet the Standard. Pouring of a "cap" of concrete mixture shall be an acceptable remedy, provided the cap properly bonds to the original surface. Grinding of original concrete shall be acceptable if no more than 1" (one inch) of concrete is removed to achieve the required slope.

## 5.3 Major Area: Masonry

### **5.3.1 Area: Unit (Block) Masonry-Foundation & Basement Walls**

Foundation and basement walls constructed of unit masonry shall be structurally sound and shall not crack beyond accepted limits.

#### **QUALITY STANDARDS:**

Structural integrity shall be determined as defined for "Cast-in-Place Foundation and Basement Walls". Cracks are common in walls of unit masonry, particularly in the area of the mortar joints, and do not by themselves indicate a structural defect. Cracking shall not exceed 1/8" (one-eighth inch) in width.

#### **ACCEPTED REMEDIES:**

The accepted remedies defined above for "Case-In-Place Foundation and Basement Walls" shall apply. In addition, affected areas of unit masonry walls which have been painted, stucco, or otherwise finished shall be repaired and/or refinished with substantially equivalent material. Further details defined elsewhere for repair and/or replacement of the respective finish material shall apply in such case.

### **5.3.2 Area: Unit Masonry-Walls and Finish Veneer**

Walls and finish veneer (brick, split block, etc.) shall be structurally sound and shall not crack excessively.

#### **QUALITY STANDARDS:**

To meet this standard for structural soundness, a wall shall contain no masonry unit which is loose or dislodged, or which has displaced vertically or horizontally more than one inch from the original position. Defects such as loose, broken, displaced, and/or missing units caused by damage (such as being struck by an automobile or lawn mower) are not covered by this warranty. **Cracks, especially in mortar joints, are particularly common in unit masonry walls. Cracks shall not exceed 1/4" (one-fourth inch) in width.**

#### **ACCEPTED REMEDIES:**

A wall defective as to structural soundness, according to the Standard, shall be repaired to meet the Standard. The normal, preferred remedy shall be to reposition affected masonry units, and reapply mortar to establish structural integrity. Broken or missing units will be replaced with the closed available equivalent unit; Builder is not responsible for minor color variations which may occur between old and new masonry units, or between old and new mortar.

Structural integrity may also be accomplished by pouring affected areas of open-celled units (blocks) with concrete mixture. It shall not be necessary to further repair or replace damaged units in such event, other than to repair cracks for cosmetic purposes as follows: Cracking shall be repaired by "pointing" or patching with appropriate mortar, grout, or other concrete mixture. Builder is not responsible for color variations between old and new mortar.

## 5.4 Major Area: Wood & Plastics

### 5.4.1 Area: Rough Carpentry-Construction of Wood Floors

Wood floors shall be structurally sound, and securely fastened.

#### **QUALITY STANDARDS:**

A wood floor or sub floor shall not move more than 1/8" (one-eighth inch) when loads of the intended character and weight are applied. "Intended character and weight" shall be construed to mean normal foot traffic and placement of ordinary household furniture. A wood floor shall not be expected to carry unusually heavy loads, such as a waterbed, without deflection unless such a requirement was specified in the contract. Wood floor components shall be securely fastened so they cannot be moved by hand.

Allowable floor joist and truss deflections (i.e. bending) are governed by the approved Building Code. Movement of a floor member at one end, above the supporting substructure, can result when the member in question has shrunk more than the adjacent members so that a gap results. Shrinkage of one floor joist in an amount greater than adjacent joists can cause a gap and possible movement.

This type of occurrence is very common, completely outside of Builder's control, and does not indicate any structural problem. However, as noted, floor movement exceeding the stated limit will justify corrective warranty action.

Floor squeaks are a very common condition in wood floor construction. There is no Quality Standard related to floor squeaking and **no warranty is provided against floor squeaking.**

#### **ACCEPTED REMEDIES:**

Builder shall repair or replace any floor component not meeting the Standard. Where the repair is to correct movement or lack of proper fastening, additional nailing in the same manner as the original (i.e. blind or visible) shall be an acceptable remedy. Where the remedy is to be applied to a sub floor beneath carpeting, it shall be acceptable to nail with finish nails, with nail set, such that the nail is set below the wood surface and without damage to the carpet fiber. It will not be a requirement that the carpet be removed to accomplish such nailing. Where the remedy is to eliminate movement of the supporting members (truss or joist) the remedy shall be to remove the finish and sub flooring in the immediate area of the repair, and provide the necessary fastening to correct the movement. Fastening may properly include installation of shims, scabs, gussets, or other additional support. Replacement of the member shall not be required if other means can be used to rectify the problem and provide the necessary support.

### 5.4.2 Area: Wood Floors-Even Surface

The surface of wood floors shall be even, within defined limits, and without major defects in appearance due to defective materials or workmanship.

#### **QUALITY STANDARDS:**

Where the finish surface is wood (e.g. oak planking, parquet, etc.) there shall be no more than 1/4" (one-fourth inch) ridge or depression within any 32" (thirty-two inch) square area. Allowable joist deflections shall be as defined in the governing Building Code. **Splits or cracks in the individual wood components should not exceed 1/8" (one-eighth inch). Gaps between wood components should not exceed 1/8" (one-eighth inch).** Where the finish surface is another material, applied over wood sub flooring, the Quality Standard

for evenness and appearance will be the same as described elsewhere for finish flooring above concrete floors. Damage to finish wood floors, such as dents, scratches, cuts, and the like is as likely to result from homeowner negligence, particularly during the moving process, as from damage during construction. In addition, since damage to flooring is readily observable during a Home Acceptance Inspection, the absence of any damage noted on the Punch List is a strong indication that no damage existed at the time of the inspection. Floor damage not noted on the Home Acceptance Inspection form is not covered by this warranty.

**ACCEPTED REMEDIES:**

Builder will correct defects in finish wood flooring by providing additional fastening, using the same fastening system (blind nailing, exposed nailing, gluing, etc.) where reasonably possible.

Where required, individual floor components (planks, boards, squares) will be removed and resized by sawing, planing, shaving, etc., or replaced if necessary, as determined by Builder. Where components are replaced, the closed equivalent material available will be supplied. Following such repairs and /or replacements the affected area, only, of the floor will be re- stained, pained, varnished or otherwise refinished as needed to return the affected section of the floor to original condition. Best effects will be made to match existing flooring; however, Builder is not responsible for minor color variations which may result. Repairs of defects such as cracks and splits may be accomplished by filling with a wood filler or similar product, followed by sanding and refinishing to provide a reasonable match to existing flooring. Repair of excessive openings between individual components, not repairable by filling, will be accomplished by replacing only that section of flooring necessary to remove the opening. The components substituted may vary in size by as much as 25% (twenty-five percent) from the original component size to accomplish the repair. This warranty shall not be construed as requiring that an entire floor be replaced, or removed and reinstalled, when other methods of repair can be used.

***5.4.3 Area: Wood Wall Construction-Degree of Straightness & Plumb***

Interior and exterior walls should not bow, warp, or be off-plumb beyond stated limits.

**QUALITY STANDARDS:**

Bowing or off plumbness of walls is virtually never a question of structural integrity; wall components must be bowed, bent, or leaning to a extreme degree before there is an appreciable loss in the strength required to support overhead structures and materials fastened to the wall.

The Standard with respect to wall straightness is based on whether or not the variation from perfection causes difficulties with components attached to the wall, primarily drywall, siding, stucco, doors, and windows. Unevenness in a wall shall not cause finish materials (drywall, siding, etc.) to detach such that movement of ¼" (one-fourth inch) may be measured perpendicular to the wall surface, or cause material finishes such as drywall or stucco to crack along a vertical member , or create stress in doors or windows such that difficulty in operation results. (See also separate section regarding vinyl and other flexible sidings; a certain amount of movement in these products is both necessary and desirable).

Walls should also not bow or be off-plumb excessively for aesthetic reasons, even if such defect does no cause problems with attached components. Walls in readily visible areas shall not vary more than ¼" (one-fourth inch) from straight and plumb within any 32" (thirty-two inch) measurement.

Walls not readily visible, such inside of closets shall not vary more than 3/8" (three-eighths inch) from straight and plumb within any 32" (thirty-two inch) measurement. Inside walls of utility enclosures, such as HVAC closets, shall not be required to meet the Standards related to appearance only.

**ACCEPTED REMEDIES:**

Any wall not meeting the Standard will be repaired to correct the defects, and the finish materials will then be reapplied and, if necessary, refinished. An out-of-plumb wall may be repaired by furring out at the floor or ceiling and points between, and reinstalling and refinishing finish materials. This Limited Warranty shall not be interpreted as requiring the removal and replacement of an entire wall if other methods or repair can, in Builder's opinion, be used to achieve the Standard.

Builder will make diligent efforts to match texture and colors of finished material, but will not be responsible for minor variations from original surfaces. In the case of stucco exteriors, stucco will be reapplied in each direction to the nearest break or turn (door, window, pilaster, etc.). This Limited Warranty shall not be interpreted as requiring re-stuccoing of an entire home to ensure a perfect stucco match.

***5.4.4 Area: Interior Trim***

Interior trim shall be properly jointed, fastened, and should not split or warp excessively.

**QUALITY STANDARDS:**

Joints in moldings or between moldings and adjacent surfaces **shall not contain gaps exceeding 1/8" (one-eighth inch) in width.** Trim pieces shall not contain splits exceeding 1/8" (one-eighth inch) in width. Trim shall be firmly fastened so that movement in excess of 1/4" (one-fourth inch) cannot be created with normal hand pressure.

**ACCEPTED REMEDIES:**

Gaps and splits shall be **repaired**, generally by additional nailing or by applications of filler material such as caulk, joint compound, or similar material. If the repairs are in the trim component itself (rather than simply at a joint or edge), the repaired piece shall be sanded and refinished (painted or stained and varnished) to the nearest turn or end as closely as practicable to the original finish. Builder will replace trim pieces if a repair may not be readily visible may not be accomplished.

Builder will install additional fastening where required, fill nail holes and touch –up as per the original installation.

***5.4.5 Area: Exterior Trim***

Exterior trim shall be capable of performing its intended function of providing weatherproofing. Open joints should not exceed stated limits.

**QUALITY STANDARDS:**

Weatherproofing shall be conclusively evidenced by the presence or absence of water following heavy rainfall. Water may be evidenced by dampness and/or water discoloration of carpet, walls, or ceiling.

Weatherproofing details in construction are design universally to deal with the normal conditions of water and gravity; i.e. weatherproofing is designed to deal with normal wind and rainfall.

Conditions not normally encountered, such as those that might be artificially created with a pressure water hose directed upward against the normal flow of water, shall not be used to evaluate weather tightness (almost every weatherproofing component can be made to fail with a pressure hose). For aesthetic reasons, joints between exterior trim elements shall not contain gaps or splits exceeding 1/4" (one-fourth inch) width.

Exterior trim, other than vinyl, shall be firmly fastened so that movement in excess of 3/8" (three-eighths inch) cannot be created with normal hand pressure. Vinyl and other flexible trims, when properly installed according to manufacturer's recommendations, will allow significant flexibility and movement to allow for expansion and contraction. The Standard for such trim is that the trim be installed in accordance with the manufacturer's recommendations.

**ACCEPTED REMEDIES:**

Gaps and water leaks will be repaired by application of caulking where possible. Trim will be repaired or reinstalled only where Builder determines it necessary to affect a watertight installation.

***5.4.6 Area: Roof Trusses and Sheathing***

Roof trusses and sheathing shall be structurally sound, capable of supporting the finish roof materials, and shall not deflect beyond stated limits.

**QUALITY STANDARDS:**

Roof trusses and/or conventional roof framing shall be of sound materials and construction, shall be designed, sized, and spaced to code requirements, and shall be properly installed and secured. Deflection of the supporting roof members shall not exceed limits established by code. For aesthetic reasons, each supporting roof sheathing or finish ceiling material shall be installed to the proper line so that the straight-line, undeflected member does not deviate more than 1% (one percent) from the "perfect" line, as determined by the average line of all parallel supporting members.

Plywood, "OSB" (oriented strand board), planking, or other sheathing beneath shingles or other finish roofing shall be properly installed and sized to code requirements for the type and weight of finish roofing to be supported. Sheathing shall be securely fastened to trusses or rafters so that no movement exceeding 1/8" (one-eighth inch) between sheathing and its support may be created by application of 150 pounds of force directly over the supporting member. Sheathing deflection between supporting members, and at sheathing joints, shall not exceed the deflection limits stated in the American Plywood Association Design/Construction Guide; i.e., 1/180 of span under live load plus dead load, and 1/240 under live load only, using the definitions and values for "live load" and "dead load" as stipulated in that same manual. Minor plywood deflections, such as ridges at plywood joints, minor "cupping" between trusses, etc, are common and do not affect structural integrity or weather tightness of the roof. Certain lighting conditions may accentuate minor irregularities by casting shadow lines; the Standard shall be determined solely by the maximum allowable actual deflections, as defined above, and not by purely aesthetic considerations such as shadow lines.

In order for any corrective action to be taken under the terms of the warranty, plywood **deflections must either be 1/2" (one-half inch) between any two trusses or plywood must vary 1" (one inch) in a 10' (ten foot) span.**

**ACCEPTED REMEDIES:**

Trusses or rafters not sized to code requirements, or with members which are broken, cracked completely through, or which have larger deflections than permitted under the Standard, shall be strengthened by replacing the defective member, by “scabbing” an adjacent member of appropriate size and position to bear the load of the defective member, or by other measure deemed appropriate by Builder. If excessive deflection results solely from bending, warping, or twisting of the top chord or rafter, but the member is otherwise sound, it will be acceptable to shim the sheathing, at no less than 8” (eight inch) intervals, or to install a “scabbed” top chord section sized only as necessary to support the sheathing. If such shimmed or scabbed segment exceeds three feet in length, then it shall be fastened to the overlying sheathing by installation of “L” bracket (s), or by fastening requiring removal of finish roofing, with reinstallation or replacement of finish roofing as further described elsewhere in this section.

Only member or members actually failing the Standard must be corrected; failure of one member does not imply that all members are inadequate and must be strengthened. Trusses or rafters not properly secured shall be provided with additional fastening, generally by toe nailing or installation of a “hurricane clip” or equivalent metal bracket.

Where sheathing deflection between supporting members exceeds the limit permitted by the Standard, but the sheathing is otherwise sound, it shall be acceptable to provide additional support between supporting members, such as by nailing 2x4 braces (cats) between trusses or similar technique, if such remedy reduces deflection below the limits permitted by the Standard. There is no requirement to fasten such bracing to the sheathing as long as support is provided opposite to the direction of deflection.

Such measures shall be required only in areas actually exceeding the Standard; there is no requirement, for example, to provide cross bracing for an entire roof simply because of excessive deflection on one area. Where additional fastening of sheathing to structural members is required, it shall be acceptable to lift overlaying shingles or other flexible finish roofing and nail through the underlying roofing and sheathing into members beneath without removing the finish roofing. In such case the added fasteners shall be sealed with appropriate roofing cement, mastic, or equivalent before being overlaid with the existing finish roofing. Where finish roofing must be removed to accomplish a repair to supporting members and/or sheathing, the finish roofing shall be removed in the immediately affected area only and the defect corrected. Acceptable remedies requiring removal of finish roofing include installation of additional nailing or other fastening to sheathing, “saw kerfing” at sheathing joints (enlarging a plywood joint to reduce cupping), replacement of defective sheathing, or repair of structural members not accessible from below. Following such repairs, waterproofing felt and finish roofing shall be replaced (for shingles and similar non-reusable products) or reinstalled (with tile, wood, shakes, or similar products). Builder shall make diligent efforts to match existing roofing and accessories (e.g. drip edge, gutter, flashings, etc.) with repairs or replacement, but shall not be responsible for minor color variations following roof repair. Builder has no responsibility to re-roof an entire house or roof plane to guarantee a perfectly invisible repair.

## 5.5 Major Area: Thermal and Moisture Protection

### 5.5.1 Area: *Insulation*

Insulation shall be properly installed and shall meet or exceed contract specifications and code requirements.

#### **QUALITY STANDARDS:**

Insulation shall be installed in accordance with the specifications and plans, and as recommended by the manufacturer. The presence or absence of the stipulated amount of insulation is conclusive; complaints such as “this room feels drafty” have no bearing on the Standard for insulation.

In general, the “envelope” of the conditioned space will be insulated; i.e. the walls and ceilings surrounding and directly adjacent to the heated and cooled space. Garage ceilings and walls, except walls shared with conditioned space, are not normally insulated.

#### **ACCEPTED REMEDIES:**

Insulation which was omitted or improperly installed will be added or reinstalled by Builder. If the Purchaser requests an inspection, then such inspection shall be at Purchaser’s expense for any area in which no defect is found. The Purchaser shall have no right to demand a substitution of one form of insulation for another, such as substituting batts for blown insulation, unless the contract specified the alternate form of insulation.

### 5.5.2 Area: *Roofing, Flashing and Guttering*

Roofing and flashing shall properly perform the intended weatherproofing function. Gutters shall drain properly and shall not leak.

#### **QUALITY STANDARDS:**

Roof shingles, tiles, shakes, flashing, drip edge, and other components shall remain properly fastened under normal conditions. Hurricanes, tornadoes, and similar extremely heavy wind conditions are not normal and any resulting damage is not covered by this warranty. Roof shingles require a cycle of the seasons for sun action & heat to fully mold them onto the roof and for the self-sealing tabs to fully adhere (seal themselves down). Before this sealing action has had opportunity to occur, unevenness in shingles, or shingles which can be partially lifted by wind are not covered under this warranty. Some discoloration of shingles, flashing, drip edge and other exterior components, particularly beneath trees, is to be expected as normal and is not covered by warranty.

Discoloration or color shading in bundles of shingles is not uncommon and is acceptable. This seems to be exaggerated in fungus resistant-type shingles. This discoloration is normal and will soon disappear (within 3-4 months) when exposed to the elements. Where gutters are installed, splashing or erosion by action of the collected water is the Purchaser’s responsibility and is not covered by this warranty. Gutters shall not leak but may overflow during heavy rainfall. Leaks or overflowing caused by failure to keep gutters clear are not warranty items. **Water may stand in clean gutters up to 1/2” (one-half inch) in depth since gutters are commonly installed nearly level.**

#### **ACCEPTED REMEDIES:**

Defective items or installation will be repaired or replaced by the Builder. Where applicable, colors and finishes will be matched as closely as possible. However, this



warranty **shall not** require replacement of a complete roof or fascia or any other component by reason of **moderate color variations**. Gutter leaks will be repaired. It is Purchaser's responsibility to keep gutters clear. Note: Gutters are definitely a high maintenance item and will require seasonal maintenance to obtain optimal results.

### **5.5.3 Area: Louvers & Vents**

Ventilation will be provided as required to meet or exceed the contract specifications & applicable codes.

#### **QUALITY STANDARDS:**

Ventilation devices will be installed to meet code or in such greater amount as called for by the Purchaser's contract with Builder. All devices will be installed in accordance with their manufacturer's instructions. The Standard for weather tightness and appearance of ventilation devices shall be as for exterior trim, defined elsewhere in this document. However, with ventilation devices, **some leakage of water may be expected in extreme storm conditions**. This is due to the very nature of the device: where air can pass, so can water. Such event shall require no corrective action under this warranty.

Ventilation devices are installed primarily to prevent moisture damage to the structure of the home. They are required to ventilate the crawl space of homes with suspended wood floors unless, vapor barriers and other measures associated with the HVAC system are employed. Crawl space ventilation shall be supplied as required by applicable code. Attic ventilation is also necessary to prevent condensation and moisture damage in the attic, especially in winter; reduction of heat levels in attics in summertime is a secondary concern of attic ventilation. The Quality Standard for attic ventilation shall be determined by the applicable FHA guidelines in effect at time of construction.

#### **ACCEPTABLE REMEDIES:**

Reinstall to meet manufacturer's specifications. Replace any defective components. Refinish as near as possible to match original installation-perfect match is not guaranteed.

### **5.5.4 Area: Fascia & Soffit**

Fascia and soffit materials and related trim components shall be sound and properly installed.

#### **QUALITY STANDARDS:**

Manufactured aluminum and vinyl fascia material is properly installed by sliding the upper edge behind the drip edge, and fastening with non-rusting aluminum nails installed vertically along the bottom edge. It is improper to nail through the vertical face of the fascia, as this would permit water to run behind the fascia and stand against the wood backing or run into the soffit. It is not uncommon for a fascia section to come loose a few months after occupancy; standard practice for best appearance is to install fascia with the minimum number of nails required to securely fasten each piece. Loose fascia sections will be reinstalled, and replaced if damaged, under warranty; the homeowner should not feel that such an occurrence indicates improper installation.

Fascia shall be properly sized and fastened so that overlap of at least ½" (one-half inch) behind the drip edge and at horizontal joints is accomplished, and so that vertical movement between the bottom edge and the underlying material cannot be demonstrated.

Underlying wood shall be sound, and shall not warp such that deviation of more than 1% (one percent) from perfect straight and horizontal installation occurs.

Soffit manufactured of aluminum or vinyl shall be properly installed, such that each end either fully interlocks with the adjacent piece or projects into the supporting trim (“J” or “F” channel) at least 1/8” (one-eighth inch). Any soffit section which can be placed into position meeting these criteria will be deemed to satisfy the Standard if such position is stable (i.e. the section will not “spring back” as soon as positioning force is removed, and is not excessively loose). It is not a requirement that each soffit section meet this Standard when moved to any possible position.

Manufactured soffit, particularly vinyl, has an inherent flexibility which caused a certain amount of unavoidable sag; however, soffit shall not sag or buckle in excess of 1% (one percent) from straight and horizontal.

Fascia and soffit installations constructed of wood or other materials not manufactured specifically for the purpose shall meet the same Standards and Remedies as for “Siding” defined elsewhere in this document. Screen, louvers, or other ventilation systems installed in such soffits shall meet the Standards and Remedies defined for “Louvers and Vents”.

Soffit and fascia shall contain no excessive dents, cuts, or scratches at time of delivery; however, soffit and fascia shall not be expected to meet the same demanding standards of interior finish materials. Soffit and fascia materials, particularly aluminum, can be damaged by moving or falling tree limbs and by improper application of ladders. (Ladders should be placed as near vertical as is safely practicable to minimize the horizontal force against drip edge and fascia). Damage not noted on the Punch List as time of Home Acceptance Inspection shall not justify warranty action.

**There is no warranty against discoloration of soffit**, unless such discoloration is clearly the result of a manufacturing defect. Discoloration over time due to action of sunlight, fungus and mildew, **material washing off of the roof**, trees, and the like is common, and does not require action under this warranty. The homeowner may easily clean soffit and fascia, particularly if vinyl material. However, the homeowner is cautioned that excessive application of pressurized water applied upward against ventilated soffit can force water into the attic, where it can damage insulation and other home components. Such damage would not be covered under this warranty.

Drip edge is considered part of the roof construction, and the Standards and Remedies defined in that section of this document shall apply.

#### **ACCEPTED REMEDIES:**

Fascia sections not securely fastened shall be supplied with additional nailing. Where underlying structure has warped or otherwise does not meet the standard, soffit and/or fascia shall be removed as required to affect the repair. Structural components shall be straightened with additional fastening (screws or other fastening which can be expected to withstand warping forces), or removed and replaced if such is the only way to meet the Standard. Soffit and/or fascia shall then be reinstalled to meet the Standard.

Soffit and fascia sections which are improperly cut such that ends do not interlock or overlap as required by the Standard shall be replaced with properly sized sections of matching material. Builder shall make diligent efforts to use equivalent materials; however, Builder is not responsible for minor color variations which may occur between new materials and materials which have weathered for a period of time.

Soffits which exceeds, the Standard for sagging shall be supplied with additional fastening, using matching aluminum nails, into underlying support.

If such support does not exist where required, the affected sections shall be removed, additional support installed, and the sections reinstalled and fastened. Builder’s obligation is

to correct only those sections not meeting the Standard. A need to provide additional support in one area not meeting the Standard does not imply an obligation to provide additional support throughout, simply because other sections “might” later sag.

### **5.5.5 Area: Siding**

Siding shall be sound and properly installed to perform the intended weatherproofing function.

#### **QUALITY STANDARDS:**

Siding shall be installed and finished according to the manufacturer’s and industry’s standards. Plywood, veneer, or other layered sidings shall not delaminate or separate. Rigid sidings (wood, hardboard, Aluminum, etc) shall be firmly fastened so that movement of more than 1/8” (one-eighth inch) may not be caused by application of normal hand pressure. Rigid sidings shall not vary more than 3/8” (three-eighths inch) in 32” (thirty-two inches) from absolute horizontal, plumb, or diagonal (as determined by the average direction of all diagonal components), whichever applies. Rigid siding components shall not buckle, bow, or bend by more than **3/8” (three-eighths inch) in any 32” (thirty-two inch)** measurement.

Vinyl and other flexible sidings when properly installed permit a small amount of movement, so that the extreme degrees of expansion and contraction may be accommodated without bubbling or splitting. Flexible siding shall not gap more than 1/4” (one-fourth inch) at the visible end where one piece overlaps another. “Bubbling” of flexible siding shall not exceed 3/8” (three-eighths inch) in any 32” (thirty-two inch) measurement. There is no standard for movement of flexible sidings, except that the siding must be securely fastened to the underlying structure.

For vinyl and other flexible sidings, the Standard for proper straight installation (plumb, horizontal, etc.) and allowable gaps at trim joints shall be as for rigid sidings. However, a moveable siding component shall be considered satisfactory if it complies with the Standard when adjusted to any normal position. (It is not a requirement, for example, that vinyl siding meet the Standard for maximum joint opening if the siding is intentionally moved such that the largest possible joint is created).

Siding ends and joints shall be neatly trimmed or caulked where trim application or caulking is called for by Builder’s standard practice. Special “patterned” treatment (such as diagonal panels) shall be neatly applied and trimmed.

See separate section in this document for Standards pertaining to paint and stain finishing of siding material.

#### **ACCEPTED REMEDIES:**

Builder will repair or replace siding as needed unless the defective condition is caused by Purchaser through his action or through his neglect.

Where siding materials must be replaced or refinished, Builder shall make reasonable efforts to achieve a color match. However, such areas may not match perfectly in color and/or texture. There is no requirement that Builder replaces or refinishes more than the affected areas to achieve precise color match.

### **5.5.6 Area: Exterior Joints & Caulking**

Joints and cracks in exterior wall surfaces and around openings shall be properly flashed and caulked where required to prevent the entry of water.

**QUALITY STANDARDS:**

Walls and joints shall not leak water during normal winds and rains.

Caulking shall be installed where required such that proper bonding to the material caulked occurs, and the openings are adequately sealed. Builder's construction methods are designed to minimize the need for caulking. The absence of visible caulk at a joint or other detail does not minimize the need for caulking. The absence of visible caulk at a joint or other detail does not in itself indicate a deficiency; as the actual weatherproofing detail is often accomplished behind the visible, exterior trim. Weatherproofing (water tightness) of the component in question shall be the determining Standard.

There is no warranty against shrinking and cracking of caulking, as these are normal conditions of aging, even during the first year. Builder warrants only to use a good grade of caulking, and to properly install same.

There is no Standard with respect to wind noise (whistling). Wind noise is completely unpredictable, in general completely outside of Builder's control, and has no bearing on structural integrity and weather tightness.

**ACCEPTED REMEDIES:**

Builder will do a one-time repair and/or caulking of joints or cracks in exterior wall surfaces where the original installation does not meet Standard. Replenishment and replacement of caulking is a maintenance item for which the Purchaser is responsible during the life of the home.

Builder will repair or replace flashing if defective or improperly installed such that the intended weatherproofing function is not accomplished.

## 5.6 Major Area: Doors and Windows

### 5.6.1 Area: Doors and Windows-General

Doors and windows shall be sound and undamaged and shall be installed square, plumb, and tightly fitted and/or weather stripped in order to prevent water leaks and air infiltration.

All glass shall be inspected to meet or exceed Federal Specifications DD-G-451d:

“Tempered sheet or float glass Scratches, Rubs, and Crushes. When looking through glass and perpendicular to it using daylight without direct sunlight or with background light suitable for observing type of defect, **the defects shall not be detectable at distances greater than 11 feet.**”

#### **QUALITY STANDARDS:**

Squareness and plumbness of all door and window components shall be within 1% (one percent i.e. approximately 1/8” [one-eighth inch] per foot) of “perfect” in all dimensions. Any measurement made to determine door/ window squareness or plumbness shall be made against the actual door/window or components thereof, not against adjacent trim or finish materials (see separate sections for Standards regarding trim and finishing installation). Sliding window sashes (which can easily be rotated or “rocked” off plumb) shall not be measured against plumb and horizontal; the Standard for such components is that the guiding frame is acceptable plumb and the sliding sash acceptable square.

**Doors and windows shall operate with reasonable ease** and shall not bind or stick. Catches, locks, latches, counterweights or springs shall operate normally and as designed. Certain window hardware, particularly catches for “tilt-out” single-hung windows, are susceptible to damage if the sliding sash is slammed shut instead of carefully shut. Damage of this nature shall not justify warranty service. Sliding glass doors and other heavy doors or windows may require extra force to operate; such conditions do not require correction under this warranty so long as they do not bind or stick.

Door hardware (hinges, locks, closers, etc.) shall be securely fastened and adjusted so that operation without undue force is possible. Deadbolts and lock sets shall be capable of extending fully into the strike plate opening without obstruction.

**Some noticeable air infiltration at doors and windows is permissible during high winds.** Air infiltration noticeable under normal conditions shall be cause for corrective action.

Moisture condensation inside (winter) or outside (summer) is normal and not a warranty item. Thermo pane (double or triple glazed) window shall retain proper seal such that no condensation (fogging) occurs between panes of glass. Factory manufactured metal windows and glass sliding doors are generally designed such that the moving glass component (sash or door panel), when closed, fits into a “U” shaped channel at the bottom. When wind-blown rain strikes a window (or window screen) of this design, water will run down the glass and into the interior of the “U” channel. So that such water may escape, the channel includes slots, omitted sections, or other openings. Keeping such openings clear of obstructions so that drainage may occur is a maintenance responsibility of the homeowner. Water in such a channel does not indicate a problem, even if it does not totally drain, and does not call for any warranty action. The Standard is that a window, when closed and with drainage openings properly clear, shall not leak water past the frame of the window itself and onto the sill or wall.

There is no warranty against breakage of glass under any conditions. A claim that window or door glass broken “all by itself” cannot be proven one way or another; there fore, the

presumption shall be that damage has occurred, and as such no warranty replacement will be authorized.

Window screening shall be properly installed, and shall perform the intended function of barring entry by insects. Window screens shall not be visible "baggy", however, a certain amount of looseness is necessary and desirable for maximum life of the screen at its joint with the frame. Window screens and frames are very easily damaged; torn or cut screening, bent frames, or other damage not noted on the Home Acceptance Inspection shall be considered to have occurred after occupancy and as such will justify no warranty action.

There is no Standard with respect to window and door size, type, and direction of operation; these are matters of specifications and not warranty. There shall be no requirement for Builder to modify window sizes, door swings or types, etc, or to supply additional opening, closing, or locking hardware, if Builder has properly installed the component (s) in question in accordance with approved construction plans and specifications, or in the absence thereof with Builder's standard practice.

**ACCEPTED REMEDIES:**

Builder will adjust, reinstall, or replace, at Builder's option, improperly fitted or binding windows or doors, as needed to meet the Standard. Defective components shall be repaired or replaced. If Builder determines that a door or window sticks or binds solely due to lack of lubrication, then Builder shall lubricate on a one-time basis. Lubrication of operating components after initial service by Builder is a maintenance responsibility of the homeowner.

**5.6.2 Area: Garage Doors**

Garage doors shall fit and operate properly

**QUALITY STANDARDS:**

Doors shall be installed as recommended by the manufacturer and shall not bind or stick. They shall be operable by a properly sized and functioning electric door opener. (Such a garage door opener is a consumer item not covered by this warranty, although its proper installation, if by Builder is covered). A garage door opener itself, together with associated remote controls and other components, is a "consumer product" as defined elsewhere in this document

A garage door is not designed to provide a completely weather tight seal; **some wind and rain can be expected to leak past closed garage doors in windy conditions.** This is normal and not correctable under this warranty.

There is no Standard with respect to noise of operation of a garage door, either manual or automatic; no warranty service shall be required to reduce noise of operation. The determining Standard shall be based on proper fit and operation without sticking or binding or the door or roller components.

A garage door, when properly adjusted, shall remain in the fully "open" position without assistance and not "droop" so that the bottom of the door extends no more than 8" (eight inches) below the bottom surface of the top of the door opening (i.e. the bottom of the header finish material). Garage door adjustment shall be deemed satisfactory if the Standard is met when the door is "normally" opened.

A door which droops more than 8" (eight inches) only when carefully opened "just so" shall not be considered to fail the test, nor shall a door which droops less than 8" (eight inches) be considered to pass the test if it does so only when carefully opened "just so". Normally opened," in the case of door with an automatic opener, shall mean "as opened by the

opener”; there is no standard as to the emergency operation of a door with the opener temporarily disengaged.

A homeowner may request during the warranty period that a garage door be adjusted to remain more fully open, even if the “droop” is with the limits of the Standard (in order, for example, to permit entry by an oversize vehicle). In such case, Builder will adjust the door on a one-time basis. However, this shall be considered as contrary to Builder’s recommended installation and shall serve to relieve Builder of any obligation to also warranty proper closing or other aspects which may be affected by excessive “open” adjustment.

**ACCEPTED REMEDIES:**

Builder will adjust or reinstall garage doors and openers if by Builder to meet manufacturer’s specifications and the Standard. If Builder determines that a garage door sticks or binds solely due to lack of lubrication, lubrication required after the initial warranty service by Builder shall be the homeowner’s responsibility. Adjustment of garage doors to reduce “droop” shall be accomplished by adjusting spring tension, counterweights, opener “stop” settings or similar technique. Builder shall not be required to remove and reinstall an entire door to increase the amount of clear opening.

**5.6.3 Area: Interior Doors**

Interior doors shall not bind, stick or warp. Hardware shall operate as designed

**QUALITY STANDARDS:**

All doors (full opening) shall not warp in excess of National Woodwork Manufacturers Association Standards of ¼” (one-fourth inch).

Squeaking of doors which otherwise meet the Standard for operation without binding indicates that lubrication is required; lubrication is a homeowner maintenance responsibility.

Interior doors are intended to provide privacy and a nominal amount of soundproofing. There is no Standard for “sealing” or interior doors against stops and threshold, as there is no waterproofing function to be accomplished. The Standard noted above for square ness and warping shall be the sole determinant of proper installation and performance.

Doorstops shall be provided by Builder and properly adjusted to prevent damage by the door or doorknob to adjacent surfaces. Baseboard-type stops shall be used where possible; hinge stops shall be used elsewhere. Purchaser is cautioned that excessive force against a hinge-type doorstop can easily damage a door (particularly a hollow core interior door) or the stop; such event will be considered damage and as such will justify no warranty action.

Doors between unconditioned interior space and conditioned space (as, for example, between garage and kitchen) shall be considered as “interior” doors for all purposes except weatherproofing. Weather stripping and thresholds for such doors shall be installed and properly adjusted such that no gap in excess of 1/8” (one-eighth inch) exists.

**5.6.4 Area: exterior Doors**

Exterior doors shall not bind, stick or warp and all hardware shall operate as designed. Exterior doors shall provide an acceptable degree of weatherproofing.

**QUALITY STANDARD:**

Wood doors (full opening) shall not warp in excess of National Woodwork Manufacturers Association Standards of ¼” (one-fourth inch)

Shrinkage of wood inset panels (where used) is normal and will not be addressed under this warranty. Any split in wood door inset panel shall not show light or affect water tightness.

Exterior metal doors (e.g. insulated steel) shall be installed according to the manufacturer's recommendations and properly adjusted as to weather tightness. Dents and nicks in exterior metal doors are in the result of damage, not inherent manufacturing defects; such damage often occurs during furniture moving. Damage of this nature occurring during construction is readily visible at the Home Acceptance Inspection and should be noted on the Punch List. Damage not so noted will be considered to have occurred after occupancy and will justify no warranty action.

Squeaking of doors which otherwise meet the Standard for operation without binding indicates that lubrication is required; lubrication is a homeowner's maintenance responsibility.

**Exterior doors shall properly seal against weatherproofing gaskets such that no opening greater than 1/16" exists.** Installation of felt pads at corners shall be an acceptable remedy to seal exterior door gaps.

**ACCEPTED REMEDIES:**

Builder will adjust, repair, reinstall or replace as necessary to meet the Standard. Splits will be filled and refinished. Any refinishing necessary will be done to match surrounding work as closely as possible, but a perfect match is not guaranteed.

***5.6.5 Screen Doors (Swinging)***

Screen doors shall be properly installed to reasonable Standards of square ness and fit, and shall perform the intended function of blocking entry by insects.

**QUALITY STANDARDS:**

Screen door and frame square ness and plumb ness shall be within 1% (one percent) of "perfect". This Standard may be relaxed if necessary to accommodate screen room floors which are not flat (for drainage of water); it is impossible to install a square door such that it fits perfectly in a non-square opening.

A screen door shall seal against weather stripping such that no gap in excess of 1/8" (one-eighth inch) exists. Considering the flexible nature of screen doors, this shall be measured on a "best fit" basis. To measure performance against this Standard, a door shall be closed several times, by applications of reasonable hand force if necessary until the best apparent sealing is obtained. It shall not be required that a screen door meets the Standard under "worst fit" conditions; e.g. where an automatic closer fails to completely engage the latch every time.

Screening shall be properly installed, and shall perform the intended function of barring entry by insects. Further Standard defined for window screens shall also apply.

**ACCEPTED REMEDIES:**

Builder shall adjust screen door installation and weather stripping on a one-time basis to meet the Standard. Aluminum frame screen doors are by nature extremely lightweight and flexible, and easily damaged. It is impossible for Builder to warranty performance beyond the inherent capabilities of the door. Adjustments after initial warranty service shall be considered a homeowner maintenance responsibility.

Racking or bending of screen doors caused by application of unusual forces (such as can occur when high winds snatch a door from a homeowners grasp) is considered damage



and shall not justify warranty action. The absence of any mention of such damage on the Punch List shall indicate conclusively that the damage occurred after occupancy.

#### **5.6.6 Sliding Exterior Doors (Glass and Screen)**

Sliding glass doors shall be properly square, and installed for proper fit and ease of operation. Sliding glass doors shall perform the required function of weatherproofing within acceptable limits. Sliding screen doors shall be properly installed to reasonable standards of square ness, fit, and ease of operation, and shall perform the intended function of blocking entry by insects.

##### **QUALITY STANDARD:**

Screen door squareness shall be measured with the door removed from its frame. Squareness of a sliding door frame shall be within 1% (one percent) of "perfect"

The test for squareness of a screen door shall be applied only to a door which is in "like new" condition and show no evidence whatsoever that bending or warping has been caused by excessive force.

The Standard for weatherproofing of sliding glass doors shall be the same as for windows described elsewhere in this document.

Sliding door installation shall be measured when the door has been fully closed by application of reasonable, normal force, and locked if a lockable door.

If a sliding screen door has a significant amount of flexibility (which is often the case), several closing shall be performed, and an "average", "representative" closed position measured. It shall not be required that a flexible door meet the Standard on a "worst fit" basis.

Installation shall be measured primarily at the vertical edge where the door meets the frame. For doors where this edge is indented to recess into a channel or groove, the Standard is the entire vertical edge recess into such channel so that no gap anywhere along the length exists. Where the door design is such that the edge rests against a flat edge of the frame, a sliding glass door shall be no more than 1/8" (one-eighth inch) from the frame at any point along the vertical edge. A sliding screen door shall be no more than 1/4" (one-fourth inch) from the frame at any point along the vertical edge. There is no Standard for the other vertical side and the top of a sliding door; the requirement that both the door and the frame be acceptable square assures a reasonable degree of fit. However, in the case of a door which recesses into a vertical channel, Builder will adjust the door on a one-time basis to provide the best possible fit along the top edge, within the limits required to keep the vertical edge properly recessed and the lock operable.

There is no Standard regarding the bottom edge of a sliding screen door, other than that roller or guides be properly adjusted within the intended factory limits, and properly installed on the intended rail or channel. Any gaps along the bottom edge of a properly installed sliding screen door must by definition fall within the limits permitted by the factory.

Screening shall be properly installed, and shall perform the intended function of barring entry by insects. Further Standards defined above for window screens and water channels shall also apply.

##### **ACCEPTED REMEDIES:**

Builder shall adjust screen door installation on a one-time basis to meet the Standard. Adjustments after initial warranty service shall be considered a homeowner maintenance responsibility. A sliding door not properly square can often be squared by simply removing and properly reinstalling the glass or screen; this shall be an acceptable remedy for meeting the Standard for door squareness.

Adjustment of a properly square door within a properly square frame is accomplished solely by adjusting the bottom rollers or guides of the door.

Aluminum frame sliding screen doors are by nature extremely lightweight and flexible, and easily damage. While a door properly used with reasonable care will provide long, satisfactory service, it is impossible for Builder to warranty performance beyond the inherent capabilities of the door. Sliding screen doors operate properly only when the force is applied largely in the designed directions of travel. A common complaint with sliding screen doors results when force is applied in a diagonal direction, such that a significant inward or outward push occurs along with the opening or closing force.

This improper force will often force one or more door rollers or guides from their track so that the door no longer operates properly. Where only one roller jumps the track, a door will often bind completely. If this happens, it is important that the door be carefully and properly removed from the track and properly reinstalled. Any attempts to force a sliding screen door open, when it has been forced from the track and jammed, will damage the door. As with every home component, damage caused by use of improper and excessive force is not covered by warranty. The absence of any mention of such damage on the Punch List shall indicate conclusively that the damage occurred after occupancy.



## 5.7 Major Area: Fit and Finish Details

### 5.7.1 Area: Interior Wall and Ceiling Surfaces

Surfaces shall be uniformly finished, even and free of noticeable cracks and blemishes.

#### **QUALITY STANDARDS:**

Hairline cracks in plaster or drywall finishers are not uncommon; however, any crack greater than 1/32" (one thirty-second inch) in width will constitute a repairable defect. "Popcorn" (sprayed vermiculite) ceilings shall be uniform; however, some popcorn will normally become dislodged over time. Popcorn is not intended to withstand brushing, sweeping, etc. without dislodging of some material.

Drywall shall remain firmly fastened to the underlying structure such that significant motion cannot be caused by application of normal hand pressure.

Drywall nail heads shall not be readily noticeable, or "popped". Drywall joints shall not crack or significantly separate from the underlying wall. "Bubbling" or drywall joints shall not exceed 1/2" (one-half inch), measured parallel to the wall or 1/8" (one-eighth inch), measured perpendicular to the wall. Shadow lines across drywall joints are common and do not justify warranty correction. **Wall surfaces having depressions or areas of unevenness exceeding 1/4" (one-fourth inch) in 32" (thirty-two inches) will constitute a repairable defect.**

Significant damage, such as a large hole completely through the drywall material, should be observed during the Home Acceptance Inspection and noted on the Punch List. Unless so noted, defects of this magnitude will be presumed to have resulted from damage and will not be repaired under warranty.

#### **ACCEPTED REMEDIES:**

Builder will repair and refinish cracks and nail pops or visible or opened seams in drywall walls or ceilings on a one-time basis during the warranty period. Drywall which is not firmly fastened shall have additional nails or screws applied, and the affected areas refinished.

Plaster wall, where used, will be repaired as described elsewhere in this document for stucco finish.

Refinishing and paint touch-up will be accomplished to match old work as closely as possible, but a perfect match is not warranted. Builder shall not be required under this warranty to refinish an entire wall or room such that a minor repair is rendered absolutely invisible.

### 5.7.2 Area: Ceramic Tile

Ceramic tile shall not crack or become loose. Grouting and caulking shall be sound.

#### **QUALITY STANDARDS:**

Any looseness in a tile shall be cause for a warranty repair, as will any tile crack unless caused by homeowner damage. **Cracks in grouting, common due to shrinkage conditions are subject to one-time re-grouting.** Any caulking used shall be sound at time of inspection, but re-caulking as the caulking material shrinks over time is a maintenance item and is not covered by this warranty.

Towel bars, soap dishes, and other fixtures set into ceramic tile shall remain securely attached to the underlying structure when used for their intended purpose.

**ACCEPTED REMEDIES:**

Builder will replace cracked tiles and refasten or repair any loose tiles, towel bars, etc. including re-grouting unless the conditions were caused by the Purchaser's action or negligence. Grouting in general will be repaired on a one-time basis during the warranty period, but re-grouting thereafter is the maintenance responsibility of the Purchaser. Builder will not be responsible for discontinued tile, discontinued grouting, nor for color variations.

Damage to fixtures subjected to abnormal loads, such as by attempting to use a soap dish as a step, shall not justify warranty action.

**5.7.3 Area: Finished Wood Flooring**

See Section 5.4.2 under "Area: Wood and Plastics" for Quality Standards and Accepted Remedies regarding finished wood flooring

**5.7.4 Area: Resilient Floor Covering**

Resilient flooring (sheet vinyl, vinyl tiles, etc.) shall be smooth, sound, and properly secured to the sub-floor with unobtrusive seams.

**QUALITY STANDARDS:**

There shall be no readily apparent defects, wrinkles, ridges or sharp bumps in the resilient floor covering. Seams may be visible, but shall not be open more than 1/16" (one-sixteenth inch). Gaps of up to 1/8" (one-eighth inch) are acceptable where dissimilar materials meet. Material edges shall not curl up. There shall be no sharp ridges or projections in the sub floor which would cause premature wearing through of the flooring at the point of the projection. Resilient floor covering material shall not lift, bubble, and delaminate or come unglued.

**ACCEPTED REMEDIES:**

Builder will replace or repair affected flooring as necessary to meet the Standards. Defects in or below flooring which contains a repeatable pattern, such as squares or diamonds, may be acceptable repaired by cutting out and replacing one or more pattern units along print lines; in such case, seams along the repair shall not exceed 1/64" (one sixty-fourth inch) opening. Minor defects or damage by Builder not exceeding 1/8" (one-eighth inch) in any direction may be acceptable repaired by application of "seam filler" of close color match, such that the resulting repair is not readily noticeable

Builder will not be responsible for discontinued patterns, nor for color variations in the floor covering after repair, provided such variations are minor and not noticeable to persons whom are not aware that a repair has been made.

Resilient floors are by nature susceptible to damage, particularly from cuts and tears by sharp objects. Flooring damage which occurs during construction will generally be readily visible during the Home Acceptance Inspection, and should be noted on the Punch List. Damage in flooring which occurs after acceptance by Purchaser is not correctable by Builder under this warranty. (Note: Purchaser should exercise extreme care with regard to any movement or installation of heavy appliances such as stoves or refrigerators by himself or by a supplier. Refrigerators with rollers should be moved only in the direction of roll; do not attempt to slide a refrigerator to one side after rolling out of its opening. Tears in flooring material due to negligence such as this are extremely common, and are not covered under warranty).

### **5.7.5 Area: Paints and Stains**

Paints, stains and similar finishes shall be properly applied and shall not peel or deteriorate. The specified colors shall be applied in accordance with the manufacturer's recommendations.

#### **QUALITY STANDARDS:**

Exterior paint or stain shall not fail (i.e. peel, flake or wash off) during the first year; however some fading of exterior color is normal. Solid color paints and stains shall be uniform in color. "Semi-transparent" stains shall be uniform to a reasonable degree, but may vary in different areas due to variations in the underlying material.

Builder has contracted to apply the correct paint or stain selected by Purchaser, to the specified underlying material of the home (wood siding, drywall, etc.) in accordance with the manufacturer's recommendations, not to precisely duplicate a color sample printed or inserted in manufacturer's literature. Minor variations in color may occur due to variations in production runs of the paint/stain product, fading or darkening of the sample brochure or "chip", or simply from the fact that an entire house or room of a color can appear different than a small sample chip

Where stains are applied to a different material than the material used for the manufacturer's sample, color variations will invariably occur. Semi-transparent stains are not warranted to obscure fillers, plugs, or other blemishes in wood products, as it is inherent in the product that such blemishes will show through. IN all case, Builder is responsible only to properly apply the correct stain to the correct finish material. No warranty action will be taken to correct color variations from samples.

Mildew or fungus on finished surfaces depends on exposures and climatic conditions; no warranty is provided by Builder against mildew or fungus. Where paint or stain is represented as "mildew resistant" or "fungus resistant" by the manufacturer, the product will be treated as a "consumer product" and warranted against mildew or fungus by the paint/stain manufacturer only.

There is no warranty against deterioration of varnish used on any exterior surface and it will definitely deteriorate rapidly.

#### **ACCEPTED REMEDIES:**

Builder will refinish affected areas as necessary by matching colors and finishes as closely as reasonably possible. A perfect match is not guaranteed. In general, affected areas only will be refinished; there is no responsibility to refinish large areas to assure absolute invisibility of a small touch-up. If however over 50% (fifty percent) of a surface (e.g. one side of a home, one wall of a room) is affected, then that entire surface shall be refinished.

### **5.7.6 Area: Carpeting**

Carpeting shall be smooth and tight with no excessive gaps at seams.

#### **QUALITY STANDARDS:**

Wall-to-wall carpeting installed as the primary floor covering shall not come up, become loose or separate from its point of attachment. **Carpet seams shall not contain gaps which exceed 1/8" (one-eighth inch)**, as measured between the two segments of underlying backing material; there is no warranty that carpet seams be completely invisible. Where seams are in relatively hidden areas such as in closets, gaps in backing shall not exceed 1/4" (one-fourth inch). There shall be no noticeable unevenness resulting from

unevenness of the floor surface below. There is no warranty against spotting or minor fading over time.

Some stretching or carpeting is normal. Any noticeable bulge or fold resulting from the stretching of the carpet, or a "wave" which holds its shape, **will be corrected by re-stretching on a one-time basis.**

As with other floorings, carpet can be damaged or stained relatively easily. Cigarette burns are a particularly common accident; a dropped cigarette can cause permanent damage much more quickly than many homeowners expect. Damage to carpet will generally be readily visible during the Home Acceptance Inspection, and should be noted on the Punch List. Damage or stains not so noted will be presumed to have occurred after closing and shall require no correction under this warranty.

Purchaser is particularly advised that indoor/outdoor carpet or other finish flooring in screen rooms or other wet areas are susceptible to staining and discoloration due to mildew and other effects of prolonged dampness. Builder recommends that any carpet which has been wetted should be cleaned and damp-dried by blotting with absorbent towels or other method to avoid discoloration. No carpet should be permitted to stand soaking wet for hours or days on end. There is no warranty against carpet discoloration and staining due to moisture.

It is accepted industry practice to lie out and cut wall –to-wall carpeting such that minimum waste results and Builder has contracted to supply carpet in accordance with this accepted practice. Builder will make reasonable efforts to minimize the number of seams, and to locate carpet seams away from readily visible or high traffic areas; however, **there is no Standard regarding seam location.** Relocation of seams for any reason shall not be required under this warranty.

Carpet ends are secured to the sub floor with carpet "tack strip". After the carpet is secured to this strip, standard practice is to leave the tacks pointing up, not to bend tacks over. Carpet which has been clinched to the tack strip may be damaged if it must later be torn loose for re-stretching.

#### **ACCEPTED REMEDIES:**

Builder will re-stretch (one time) or re-secure carpeting as needed if original installation was done by Builder. Seams will be re-done if necessary to meet the Standard.

Very minor defects or damage covered under warranty which does not exceed 1/2" (one-half inch) in any direction may be acceptably repaired by gluing replacement pile to the damaged areas with waterproof glue. To be acceptable, any area repaired in this fashion must be secured firmly enough so that, in Builder's sole opinion, the repair will withstand repeated vacuuming and cleaning without separation of the repaired pile from the backing. Any such repair shall reasonably blend in with the surrounding areas, and not be readily apparent; however, it is not a requirement that such repairs be absolutely invisible.

Builder will blunt offensive tacks in traffic areas under warranty on a one-time basis if requested to do so.

#### ***5.7.7 Area: Exterior Stucco Finish***

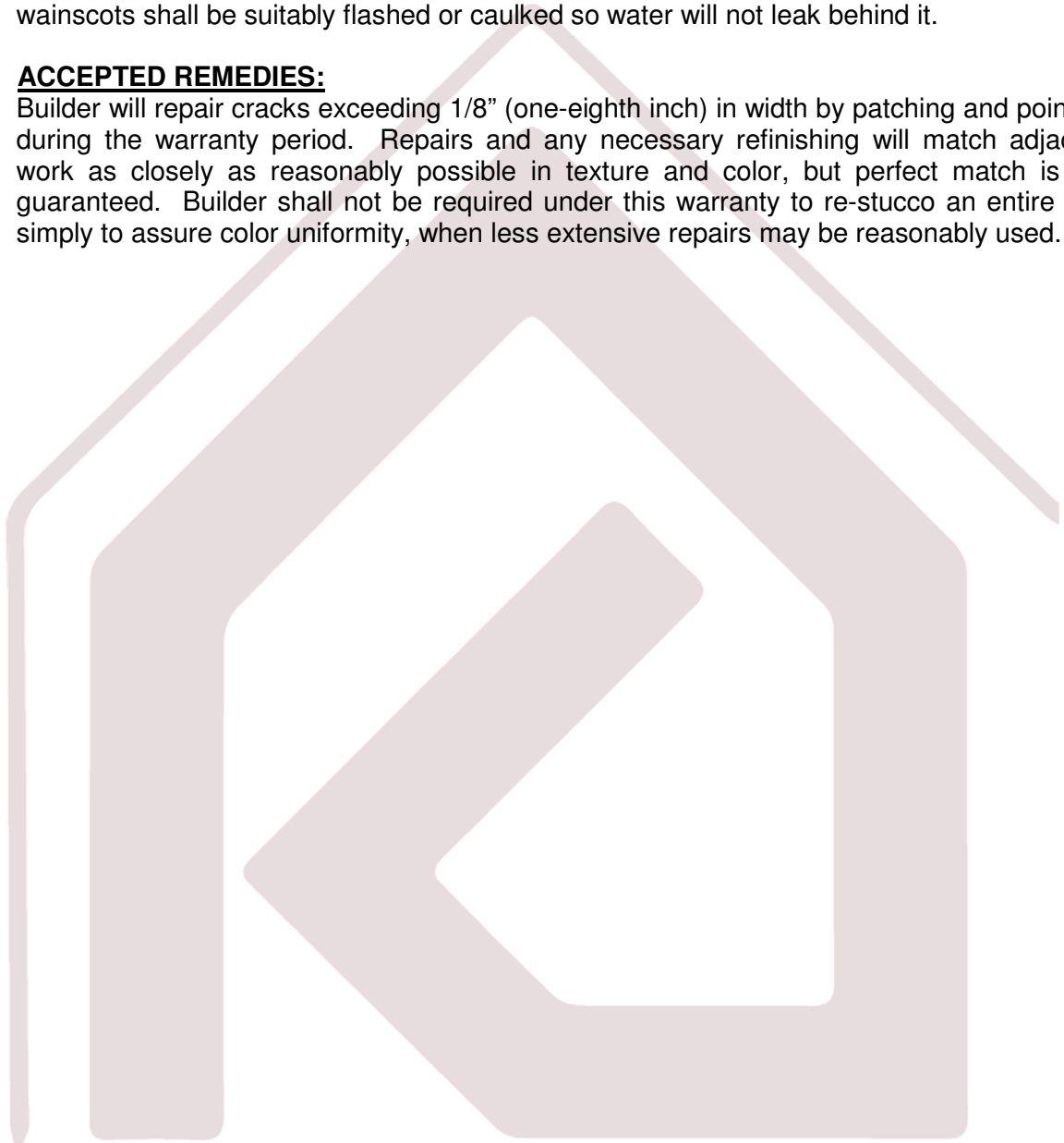
Stucco shall be sound and of uniform appearance and shall not crack beyond accepted limits.

**QUALITY STANDARDS:**

**Stucco shall not have open cracks over 1/8" (one-eighth inch) wide** except at designed expansion joints or in the "joints" between simulated bricks, stones or other design features worked into the surface. Random brick will be deliberately uneven in color. Stucco wainscots shall be suitably flashed or caulked so water will not leak behind it.

**ACCEPTED REMEDIES:**

Builder will repair cracks exceeding 1/8" (one-eighth inch) in width by patching and pointing during the warranty period. Repairs and any necessary refinishing will match adjacent work as closely as reasonably possible in texture and color, but perfect match is not guaranteed. Builder shall not be required under this warranty to re-stucco an entire wall simply to assure color uniformity, when less extensive repairs may be reasonably used.



## 5.8 Major Area: Specialties

### 5.8.1 Area: Fireplaces, Chimneys and Vents

Fireplaces, chimneys and vents shall be well-constructed and draw properly

#### **QUALITY STANDARDS:**

Correctly designed and installed fireplaces, chimneys and vents shall function properly. High winds may cause momentary negative draft conditions, particularly with a cold chimney. Tree branches too close can cause problems. Fans and blowers must not be installed or used so as to create negative pressures in the area of the flue or vent or in the source of combustion air. A source of combustion air must be provided if the fuel-burning devices are tightly enclosed, as in a small closet; the Standard shall be in compliance with applicable code provisions regarding combustion air venting.

Finish materials surrounding fireplaces (brick, stone, stucco-brick, ceramic tile) shall in general comply with the Standards defined elsewhere in this document for the respective material. However, cracks in joints (including struck stucco-brick "joints") may be 50% (fifty percent) larger than normally permitted for the material and still be acceptable, due to the additional stresses which rapid temperature variations can cause. Discoloration of any finish material within two feet of a fireplace or chimney opening shall require no correction under warranty. All finish materials shall remain structurally sound even in fireplace locations; cracking, crumbling, loosening, or other non-cosmetic problems with the actual stones, bricks, tiles, etc, shall justify warranty action

There is no warranty against discoloration of any component containing the firebox itself, including metal framework and glass enclosure. Pre-manufactured metal fireplace units shall be considered a consumer product for warranty purposes, as further defined elsewhere in this document.

Masonry chimneys shall not separate from the structure more than 1/2" (one-half inch). Flashing of chimneys and vents prevent entry of rain water (see separate section on "Thermal & Moisture Protection" for additional Standards and Accepted Remedies).

#### **ACCEPTED REMEDIES:**

Accepted remedies for problems associated with finish materials (e.g. cracking of brick) shall be as stipulated in the respective section of this manual for the finish material.

To correct improper draft, Builder may install a glass firebox enclosure (if none exists) and a source of outside combustion air to the firebox or if not possible to the general area of the fireplace. Satisfactory draw with the vent open and enclosure closed shall be deemed satisfactory compliance with the warranty. Alternatively, at his option, Builder may extend the chimney to increase draft. In such case the Standards and Accepted Remedies concerning the finish materials of the chimney shall apply as though the extension were a "repair". There shall be no requirement that Builder make additional modifications beyond producing satisfactory draw of the fireplace for aesthetic reasons.

### 5.8.2 Area: Cabinets

Cabinets, cabinet doors and drawers, countertops and laminated surfaces shall be soundly constructed and properly affixed to the supporting structure.

#### **QUALITY STANDARDS:**

Laminated surfaces shall be free of surface cracks and chips. Coverings shall not delaminate. Doors and drawers shall operate smoothly and close properly with any warp



age limited to 1/8" (one-eighth inch) from the furthest point of warp age to the face of the frame. Gaps between cabinets and walls or ceilings shall not exceed 1/8" (one-eighth inch). Cabinets and door hinges shall be firmly secured so that no motion can be produced wherein the cabinet moves or door moves except as intended and the underlying structure does not move.

Cabinet drawers shall slide freely, without undue binding or sticking. A small amount of binding of drawers when cabinets are new is common, and will generally loosen over time. Builder will adjust and/or lubricate binding drawers on a one-time basis; subsequent action under warranty shall not be required unless an actual defect exists, such as frozen roller or roller guide detachment from the framework.

Square ness of cabinet doors, frames, and openings shall not deviate more than 1% (one percent) from "perfect", Cabinet doors and drawer faces shall be installed so that the door/drawer edge is parallel to the closest, or most visible feature of the underlying frame (with overhead cabinets, generally the cabinet bottom edge); deviation shall not exceed 1% (one percent).

Adjustable cabinet shelves shall be cut so that no gap between shelf and cabinet frame exceeding 1/4" (one fourth inch) exists with the shelf centered in position. There is no standard as to depth between the cabinet shelf and the frame work on the opening, "front-side" of the framework. Cabinet shelves shall not warp such that a gap exceeding 1/4" (one-fourth inch) exists between the shelf and any supporting shelf "clip".

Countertops will generally be laminated with an absolute minimum of seams; the Standard is simply that number and location of seams must not be unreasonable. Where seams exist, the opening between laminate sections shall not exceed 1/16" (one-sixteenth inch).

Cabinet doors, breakfast bars, and the like are designed for the intended purpose and not for carrying unusual loads. Breakfast bars and countertops cantilevered more than 18" (eighteen inches) should not be used to support more than 80 pounds of weight, excess loads will generally cause damage which is not covered under warranty.

#### **ACCEPTED REMEDIES:**

Builder will replace, re-laminate, or over-laminate delaminated surfaces. Chips, scratches and cracks noted at the Acceptance Inspection will be repaired or replaced at Builder's discretion. In no case, however, shall Builder be responsible for any such defect reported after these inspection Defective doors or drawer fronts will be repaired, reinstalled or replaced. Minor adjustments are generally accomplished by "racking" of the hinges or guide components; this adjustment shall be acceptable as long as no damage occurs which would appreciably weaken the component or its attachment to the underlying structure.

Gaps between cabinets and walls or floors exceeding allowable limits will be closed with filler strips or caulk, at Builder's option. Shelves which have been cut to small or which have warped such that gaps permitted under the Standard are exceeded shall be replaced under warranty.

Minor nicks and scratches particularly in areas which will not receive heavy wear, could be acceptably repaired by application of matching seam filler material, if such repair can be accomplished so that the repaired area is not readily apparent. It shall not be required that Builder replace or re-laminate entire cabinets, doors, countertops, etc, to correct very minor blemishes.

### ***5.8.3 Swimming Pools***

Swimming pools, together with associated pumps, piping, filter, timers, and other associated components, shall be considered a "consumer product" for purposes of this

warranty and shall be warranted by the licensed pool contractor and his supplies, only Builder's role is supplying Purchaser's pool (if any) is solely to coordinate with the pool contractor to help assure the proper interface between the pool and related home components such as plumbing and electrical and to help the pool contractor schedule work which does not conflict with Builder's work schedule.

Delivery of a completed, operating pool shall be conclusive evidence as to Builder's compliance with his obligations to support and assist the pool contractor's work. The Purchaser should consult with his pool contract for Quality Standard and Acceptable Remedies concerning the warranty of the pool itself.

#### **5.8.4 Screened Enclosures**

Screened enclosures shall be structurally sound and shall perform the intended function of providing an area with reasonable protection against entry by insects.

##### **QUALITY STANDARDS:**

A screened enclosure, even one with a watertight roof, is considered a wet area and must be built to allow for infiltration of large amounts of water through the screen walls. This fact will govern all Standards regarding screened enclosures, even if Purchaser has elected to create a quasi-interior space by adding vinyl windows or other window systems. No aluminum screened wall construction can be as watertight against driving rain as conventional wall and window construction and the Standards for this construction take this fact into consideration.

Where Builder has supplied vinyl windows, glass windows, or other window systems attached to aluminum screen walls, reasonable degrees of protection from blowing rain may be expected. Screen room windows, which permit water to blow into the room and onto furniture (except during periods of exceptionally heavy winds), shall justify adjustment under the warranty. Penetration of water through screen room window systems, such that water runs down interior wall but does not blow into the room, shall not justify warranty action.

The concrete floor of screened enclosures (except where provided by other, such as a pool contractor) shall adhere to the Standards in Section 5.2 of this document for exposed concrete flooring. In addition, such floors shall be constructed so that no water drains towards or collects adjacent to the house structure. Puddling, as measure 30 minutes after application of water so that time for drainage is allowed, shall not exceed 1/8" (one-eighth inch) in depth at any point.

Aluminum wall sections shall be securely fastened to the floor or footer, and to the other wall and roof components of the structure. Components shall not deviate from absolute plumb or horizontal by more than 1% (one percent). However, components within 2' (two feet) of the floor shall be acceptable if within 1% (one percent) of true parallel to the floor. Open gaps between aluminum components, or between aluminum components and floor or ceiling shall not exceed 1/16" (one-sixteenth inch) in width.

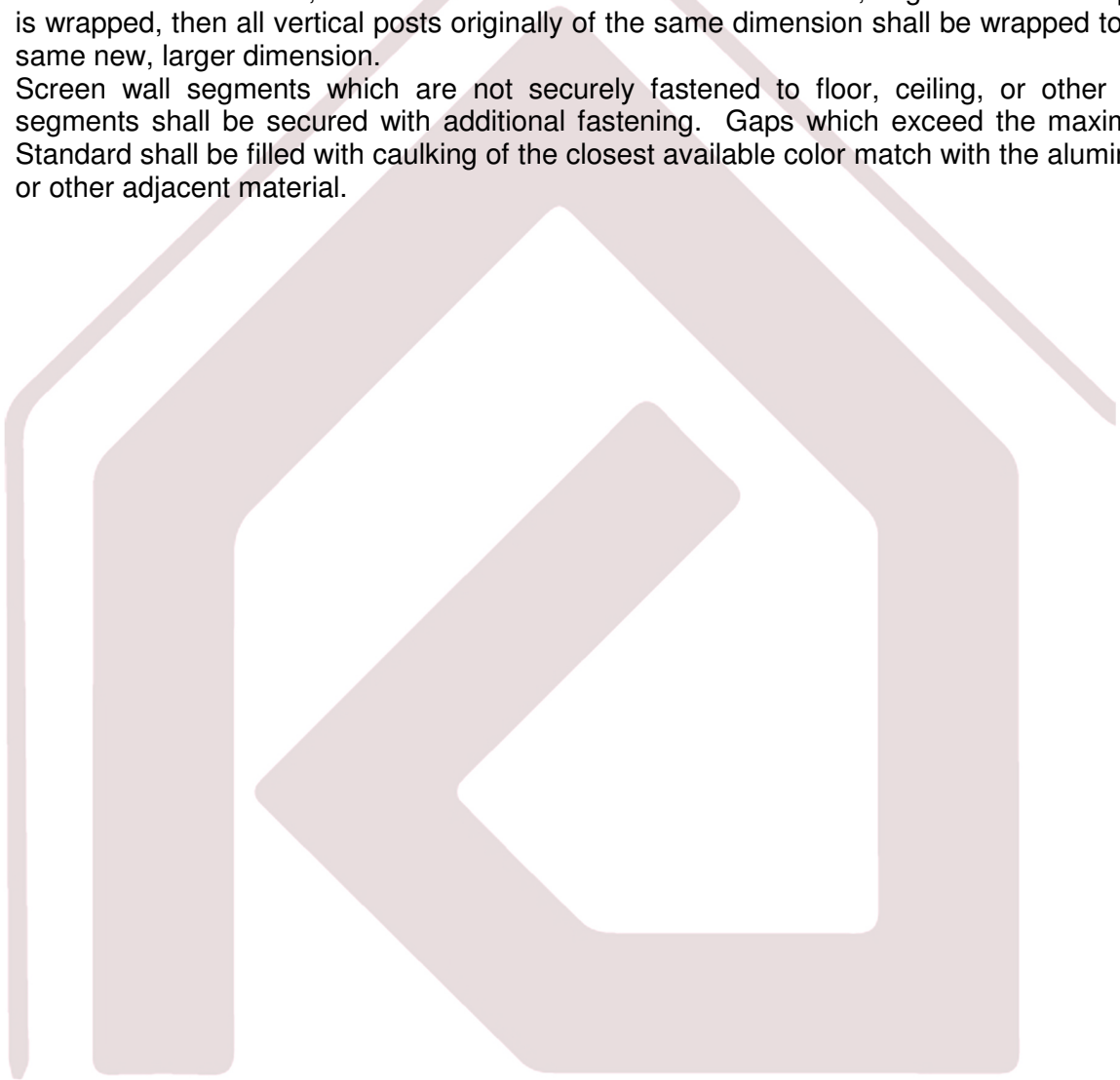
Quality Standards & Accepted Remedies for screen doors are discussed in the separate Section 5.6 "Doors & Windows". Standards and Remedies regarding screen material are the same as discussed for window in Section 5.6.

Screened rooms generally utilize an exterior house wall for one side, such that exterior finishes such as vinyl siding and trim comprise one or more "interior" walls of the room. Where this is the case, the standards defined elsewhere in this manual for the respective finish material and related matters shall apply. There is no requirement that additional, more stringent Standards be applied to walls inside screened enclosures.

**ACCEPTED REMEDIES:**

Concrete floors which do not meet the Standards shall be repaired by filling or grinding as more particularly described in Section 5.2 of this document. Screen wall components which exceed acceptable deviations from plumb, horizontal, or square shall be reinstalled to meet the Standard. Alternately, Builder, at his option, may install additional aluminum material to “wrap” one or more aluminum components such that the cosmetic standard is satisfied. In such case, aesthetic considerations must be satisfied; e. g. if one vertical post is wrapped, then all vertical posts originally of the same dimension shall be wrapped to the same new, larger dimension.

Screen wall segments which are not securely fastened to floor, ceiling, or other wall segments shall be secured with additional fastening. Gaps which exceed the maximum Standard shall be filled with caulking of the closest available color match with the aluminum or other adjacent material.



## 5.9 Major Area: Systems

### 5.9.1 Area: Plumbing Systems

Water and drain piping shall not leak and shall open, shut, flow, and drain adequately. Fixtures shall be of acceptable finish.

#### **QUALITY STANDARDS:**

Hot and cold water shall flow with approximately equal force from all faucets. Faucets shall shut tightly, with no dripping, with application of 5 foot-pounds of force or less to handle. There shall be no water hammer (banging, or loud thumping noises) during normal operation, but other noise due to flow of water is acceptable. Water hammer which can be created only by unusual operating, such as by shutting off a faucet as rapidly as humanly possible, requires no warranty service.

Drains shall flow properly. Drain stops shall remain shut without assistance, and shall hold water for at least 5 minutes. Fixtures, fittings and trim shall be sound and free of chips or other defects or blemishes.

**The time required for hot water to reach a given water supply (faucet, showerhead, etc.) is not warranted.** Hot water delay is determined by the distance from the water heater and size of pipe (larger pipes create longer delays). Water heater location, and therefore the distance of all runs, is shown on the approved construction plans, and is not a warranty matter. Size of pipe is determined by code, and considerations of proper water flow and pressure. It would be poor practice to undersize a water line simply to reduce the time required for hot water to travel the line. There is no requirement that Builder install devices to reduce or eliminate hot water delay if such devices were not originally specified.

A toilet shall properly flush under normal usage. The toilet shall be properly adjusted such that water shuts off before the taken overflow is reached. The standard for a "proper flush" is defined as the creation of a complete siphon such that water drains from the bowl within 10 seconds to within 2" (two inches) of the bowl bottom, and the tank refills within two minutes. No other criteria, such as "too much spin" or "too little spin", shall apply.

A toilet bowl shall retain water to within 1" (one inch) of the siphon overflow for at least 24 hours. "Normal usage" does not include a requirement to flush items such as diapers, sanitary pads, incontinent pads and the like, nor is a toilet required to remove sand from the bowl bottom.

There is no Standard with respect to the sound produced by a toilet when flushing or refilling, other than the general Standard against water hammer. Purchaser is advised, however, that there is a simple homeowner adjustment whereby one may "trade off" fast refill vs. low noise (i.e. the lower the noise the slower the fill). Builder will assist Purchaser in making such adjustment on a one-time basis if so requested during the warranty period.

Fixtures of porcelain, fiberglass, acrylic, and similar coated or one-piece material shall be free of chips and noticeable scratches at time of home delivery. Purchaser is advised that Builder makes it his practice to carefully inspect all such fixtures, in the Purchaser's presence, at time of Home Acceptance Inspection.

At time of the Home Acceptance Inspection, the following Standard shall apply: Any scratch larger than 1/32" (one thirty-second inch) wide, or any damage which penetrates through the coating to the underlying material shall be noted on the Punch List and repaired. Extremely minor scratches not visible from a distance of 3' (three feet) are permissible. Any fixture damage not noted on the Punch List will be considered to have occurred following occupancy.

The finish coat of porcelain, fiberglass, and similar fixtures shall be properly bonded to the underlying material. In the case of fiberglass and similar non-metallic bonding, lack of proper bonding during the warranty period shall justify warranty service. In the case of porcelain on steel or iron, it can be difficult to distinguish between lack of proper bonding, as originally manufactured, and binding separation which has resulted from an impact accident following occupancy (such as a dropped tool). The Standard applied shall be as follows: Any defect in bonding reported during the first three months of occupancy shall be treated as a warranty defect provided that rust is visible in the underlying metal (as an indication of the age of the defect), and no damage to the underlying metal which would have been noticeable at Home Acceptance Inspection is visible. Bonding failure reported after three months shall be presumed to be the result of damage, unless there is evidence which satisfies Builder, in his sole opinion, that such failure is the result of a factory defect. Operating parts of whirlpool baths, including pumps, jets, and factory installed piping, are considered a consumer product as elsewhere defined in this document. Purchaser is cautioned that attempting to operate whirlpool jets before fully filling the bath (at least 3" [three inches] above the highest open line) can cause water lines to lose prime such that the pump runs dry. Improper operation of this nature can cause damage, and can void the manufacturer's warranty. See the manufacturer's Owner's Guide for further details.

**ACCEPTED REMEDIES:**

Leaks shall be repaired. Water supplies which do not properly shut off shall be adjusted, repaired, or replace. Improperly draining lines shall be cleared or reworked if necessary to meet code. Builder has no responsibility to provide lines larger than required by code unless such specifications were included in the original contract.

Faucets in kitchens and bathrooms normally include an aerator and screen attachment. Purchaser is advised that trapping impurities in the screen attachment is normal and common, particularly with brand new construction, where particles resulting from cutting and sanding water pipes can be found in the lines. Removal of particles from aerator screens is a simple homeowner maintenance responsibility; however, Builder will provide this service on a one-time basis during the warranty period if requested to do so by Purchaser.

Chipped or damaged fixtures, trim and fittings shall be replaced, repaired, or refinished, at Builder's option. It shall be acceptable to make in-place repairs to fiberglass or similar "gel-coated" or acrylic fixtures. Such a repair shall be considered satisfactory if it is not readily noticeable to someone unaware of the repair; **there is no requirement that such a repair be perfectly invisible.**

Plumbing leaks are an area in which "consequential damages" can be of extreme importance. A common example of consequential damages is a minor plumbing leak which causes water damage to a cabinet below the leak. As stated elsewhere in this document, in general, Builder is not responsible for consequential damages. However, The Kevco Companies' policy is that any consequential damage which can not reasonably have been avoided, given prompt notification of the original problem, shall also be covered under warranty. Cases where prompt notification was not given shall relieve Builder of any responsibility for consequential damages.

If, for example, a pipe bursts such that the entire kitchen is instantly flooded, or a leak occurs inside of a wall and cannot be observed until secondary damage has occurred, then Builder will assume responsibility for consequential damages resulting. (Assuming, of course, that Builder is responsible for the original defect, and that it has not resulted from

damage or misuse) such damage is unavoidable by the homeowner, and is covered under warranty.

If, however, a pipe leaks beneath the kitchen sink in an area readily observable, it is the homeowner's responsibility to report the leak promptly, before damage occurs. If the homeowner permits such a leak to continue un-repaired for months on end, then very substantial damage can occur to cabinetry. Such cabinet damage is not repairable under warranty, on the rationale that Builder could easily have avoided the damage if given the opportunity to make the repair. This is true even if the homeowner is absent at the time; the homeowner can and should take steps (such as shutting of the water supply) to minimize consequential damages when he is absent.

### **5.9.2 Area: Heating AND Cooling Systems**

Systems shall be properly installed. Ducts, pipes and registers shall fit and perform properly. All manufacturer's and code requirements shall be complied with.

#### **QUALITY STANDARDS:**

**The heating system shall be capable of producing an inside temperature of 70 degrees Fahrenheit, as measured in the center of each room at a height of 5' (five feet) from the floor under local design conditions as specified in the ASHRAE handbook. The cooling system shall similarly be capable of producing a temperature of 78 degrees or a differential of 15 degrees F when the outside temperature is 95 degrees or more.** Federal, state or local energy codes shall govern where the same have superseded the above Standards.

For units burning natural or propane gas, compliance with the manufacturer's recommendations and the governing code as to supply of combustion air exhaust venting, separation from combustibles, and related matters shall be the sole Standard. In no case shall Builder be required to provide additional combustion air, provide additional venting or fireproofing, or similar additional work if the original installation complies with the manufacturer's and code requirements.

Builder may install in a manner other than that recommended by the manufacturer if Builder can reasonably demonstrate that his installation is equal or superior to the recommended installation.

Mechanical units shall perform within the stated tolerances for amperage, coolant pressures and vacuum, gas flow, and other measurable parameters specified in the factory manual for the unit. Builder will measure for satisfactory compliance with the stated factory tolerances at any time during the warranty period if requested to do so. However, Purchase is advised that any such check which demonstrates that the unit is, in fact, properly operating will be considered a billable service call, and the reasonable cost thereof shall be the Purchaser's responsibility.

#### **Speed of cool-down or warm-up after the system has been off is not warranted.**

Systems are designed for continuous operation with doors and windows closed, and are warranted that comfortable temperatures (as defined above) and humidity can be maintained. Purchaser is particularly advised that several hours' operation to remove excessive humidity may be required when first starting up the cooling mode in a home filled with humidity. The unit will not maintain comfort levels during this initial dehumidification period.

**Balance from room to room is not warranted** and the Purchaser shall be responsible for adjusting dampers and registers to suit. The cooling system is not warranted to maintain

perfectly even temperatures during peak heat of summer days nor in the face of unusual internal loads (guests, cooking, etc.); comfort can be maintained with a reasonable amount of temperature variation.

Condensate drain line shall initially drain properly but must thereafter be kept clear by Purchaser. Plenums and any metal ductwork shall not "oilcan" (a booming noise), but may "tick" or "crack". (Most ductwork is fiberglass and is silent.) Ductwork and piping shall remain firmly attached and insulation thereon shall be adequate to prevent formation of condensation on ducts and piping. Refrigeration lines shall not leak, but they may "sweat" moisture provided no damage to the home results.

Thermostat shall function properly, but setting pointer may not match the built-in thermometer (if any). The unit shall start and stop the desired operation consistently, such that at a given setting the unit shall start and stop within one degree of the same temperature each cycle. The thermostat start/stop temperature setting indicator and thermometer are intended to provide approximate temperatures; they are neither designed nor warranted to provide highly accurate measurements.

**Air filters are not warranted**, and Builder has no obligation to supply additional filters after the initial installation. Replacement of air filters according to the manufacturer's recommendations (**typically every month**) is a homeowner maintenance responsibility; failure to replace when due may cause accumulated dirt to interfere with proper unit operation and void the manufacturer's warranty. Purchaser is advised that proper installation calls for one filter, only, for each air return line. Installation of a filter at the air handler itself, such that a given airflow is filtered twice, is not required and is specifically not recommended.

The air handler/furnace unit and the outside compressor unit up to the point of connection with site installed refrigerant lines and ducts are consumer products, as defined elsewhere in this document, and warranted by the manufacturer only. Builder warrants only proper installation and undamaged condition at initial delivery.

There is no warranty against noise of operation of either the outside compressor or the air handler/furnace unit, unless, in Builder's opinion, such noise clearly indicates a defect or loose component, such as would be indicated by a pronounced rattle, rubbing, or squealing noise.

**There is no warranty as to cost of operation for either heating or cooling.** Operation of the unit in accordance with the factory tolerance, as specified in the Standard, shall be the sole determinant of proper performance. Insulation, window, etc, shall be as discussed in the respective section of this document. Beyond these factors, the cost of heating and cooling operation is determined by factors such as the Purchaser's preferred temperature level, amount of humidity introduced into the home (such as by cooling with a window open), and other aspects outside of Builder's control.

**ACCEPTED REMEDIES:**

Ducts and piping shall be replaced or repaired to meet above Standards. Refrigerant shall be replenished if necessary. Mechanical units shall be adjusted or repaired as necessary to meet the Standard.

During the warranty period, Builder will provide a one-time adjustment of the thermostat indicators to within five degrees of "perfect" if request to do so.

### **5.9.3 Area: Electrical System**

Electric wiring shall meet code, function properly, and fuses and breakers shall carry normal loads.

#### **QUALITY STANDARDS:**

Switches, electrical outlets, lights, and other electrical supplies shall all be wired according to the approved construction plans, in accordance with electrical code requirements, and such that ordinary, reasonable loads are adequately supplied. There is no requirement that a given circuit supply unusually heavy loads (such as a 100 amp electric heater in an ordinary bedroom outlet), if such requirement was not specifically indicated in the original approved plans.

An electric supply shall be deemed to supply satisfactory power if it registers acceptable voltage at steady supply of  $\frac{1}{2}$  (one-half) the rated breaker amperage and is capable of providing enough current to trip the circuit breaker. "Acceptable voltage" is hereby defined as within 3 volts plus or minus of the voltage reading at the panel for the same power leg. Builder is not responsible for variations from nominal 110 volts or 220 volts at the panel box; the precise voltage levels supplied from time to time by the power company.

Electrical boxes shall be securely fastened to the underlying structure. Boxes shall be located substantially in accordance with the approved plan; however, Builder is permitted leeway as to the precise location of electrical components. Electrical codes and good practice require that electrical boxes be attached to wall studs, trusses, or other substantial support, and such supporting structure may not be located precisely as assumed in the original plans. (For example, a plan may show an outlet precisely centered in ten-foot wall. But if there is no stud precisely centered in this wall, then there can be no outlet precisely centered-it must be moved slightly off-center to the nearest stud.

The standard for horizontal location of electrical components is that they be reasonably usable for the intended purpose. The amount of deviation permitted will vary from case to case; in general, it is acceptable to locate an electrical box to the nearest supporting structure with sufficient open space to accept the box.

In no case is Builder obligated to provide additional supporting structure, or to provide unusual openings, to accommodate precise placement of electrical components, unless such precise location is clearly necessary for the intended use and such requirement was indicated on the original plans. Standard vertical location for electrical outlets is 18" (eighteen inches) from the center of the box to the floor. Standard location for switches is 46" (forty-six inches) from the center of box to the floor. Other measurements for outlets and/or switches may apply if stipulated in the approved construction planes. A given single outlet or switch may vary as much as 2" (two inches) in either direction from the 18/46 inch (or other) measurement; however, any series of outlets or switches readily visible from a single location shall be installed such that the cover plates, switch plates, or other finish covers may be adjusted to within  $\frac{1}{4}$ " (one-fourth inch) of the same measurement. Finish covers which are located within 2' (two feet) of each other shall be adjustable to within  $\frac{1}{8}$ " (one eighth inch) of same measurement. Finish plates shall be adjustable to within 1% (one percent) of true vertical. Finish plates shall completely cover the opening cut for the



electrical box, and shall be installed securely, but without over-tightening such that later cracking occurs.

Ground fault interrupters (GFI's) are very sensitive devices installed in "wet" locations (outdoor, kitchens, baths, garages, screen rooms, etc.) to protect the homeowner against dangerous electrical shock. GFI's are designed to "trip" (shut off power) instantaneously at the slightest leakage of current to "ground", such as might occur with a defective power tool or appliance. The price the homeowner must pay for this safety feature is that occasionally a GFI breaker will trip for no apparent reason. Of course, there always is a reason—generally moisture, such as heavy dew or a sprinkler striking an outdoor receptacle and creating a temporary path for a tiny amount of electricity to short to ground. This is all it takes to trip the extremely sensitive GFI breaker.

There is no warranty against occasional tripping of GFI devices. **A GFI breaker which trips more frequently than once every two months shall justify a one-time inspection under warranty** to determine if there is a defect such as a loose connection, or an overly sensitive breaker.

GFI breakers can also trip from attempts to power heavy motors, especially capacitor motors, such as in a large freezer. The surge of power "soaked up" by the starting capacitor looks to the breaker exactly like a surge of power shorting to ground. The breaker then does its job and instantly trips. There is no warranty that a freezer or other heavy-duty motor will work on a GFI circuit, and the Builder has no responsibility to provide a non-GFI circuit if no requirement to operate heavy motors was indicated in the original contract.

There is no Standard as to sequencing where multiple switches exist at the same location. If for example two switches are located at the same location, there is no standard or implication that the "left" switch operate a specific component and the "right" switch the other.

Panel boxes will be located within the same general room indicated on the approved construction plans (garage, utility room, etc.).

Occasionally an electrician is forced to relocate the panel box significantly from the ideal locations hoped for by the designer, to allow room for the numerous large wires which must enter and exit this box. However, in no case is Builder permitted to relocate the panel box from one general room to another without Purchaser's consent.

Purchaser is cautioned that modifications to the electrical system as originally installed by Builder may void affected portions of the warranty of the electrical system. Addition of additional outlets, lights, etc, to a circuit can be done in such a fashion that the supplying circuit is overloaded and damaged, particularly if a larger breaker is installed to handle the additional load. Such improper modification is dangerous and may void Builder's warranty of the original circuit wiring.

**ACCEPTED REMEDIES:**

Builder will check wiring for conformance to plans and to electrical codes and will correct circuitry that is not in conformance. Defective circuit breakers or other components shall be replaced. Boxes not securely fastened or not properly in accordance with the Standard,

shall be reinstalled properly and drywall or other finish material repaired. (See separate section on "Finishes" for Standards and Acceptable Remedies concerning finish material repairs.)

Builder's electrician will adjust and/or replace cracked finish plates (outlet cover, switch plates, etc.) to comply with the Standard on a one-time basis, within two months of occupancy. Subsequent adjustments under warranty shall not be required, due to the fact that finish covers can be easily moved or cracked by homeowner adjustment. During the same one-time "touch-up" visit, Builder's electrician will change "sequence" of multiple switches to satisfy Purchaser's preference only to the extent reasonable possible with existing wiring.

In no case will Builder relocate a panel box which meets code requirements. Builder's sole remedy regarding a panel box not located according to the Standard shall be to credit Purchaser with refund or additional work. The amount of damages possible from improper panel box location is hereby agreed not to exceed \$500.

In no case shall Builder modify to electrical system contrary to code, such as by replacing a GFI breaker with a standard breaker to eliminate tripping or by replacing a smaller breaker with a larger breaker to permit heavier load on the circuit.

#### **5.9.4 Area: Septic Tank**

Septic tank and drain field shall operate properly

##### **QUALITY STANDARDS:**

The septic system, if one is installed, shall be capable of properly handling the normal flow of household effluent and shall be designed and installed to comply with state, county or local codes and regulations. Builder will not be responsible for Purchaser negligence, excessive use or misuse, not for abnormal conditions in the water table. Purchaser shall be responsible for septic system maintenance. There is no warranty against a stopped-up sewer, drain or fixture unless such is the direct result of improper installation, as defined above.

Purchaser is advised that planting of large plants, particularly trees, in the septic tank and drain field location can rapidly cause roots to interfere with proper operation. Such obstruction is not covered under warranty.

Where the septic or sewerage system includes an individual lift station, Builder warrants proper installation only. The lift station pumps and controls themselves shall be considered consumer products, as defined elsewhere in this document, and warranted only by the original manufacturer.

Septic systems with individual lift pumps may occasionally force water to the surface, particularly during rainy periods where soil is saturated. Such occurrence shall be permissible if such excess water soaks into the ground in the field area within three minutes following the end of the pump cycle.

Builder is responsible to provide a septic system and drain field appropriately designed for the conditions known to Builder. The septic system shall be capable of disposing of 350 gallons of wastewater per day, unless larger capacity has been stipulated in the contract.

Part of the normal process of installing a septic system is to test soil percolation capacity, and design and supply a system reasonably capable of performing in the known soil conditions. Builder has no obligation to perform soil testing beyond that required for the septic system permit, unless such additional testing was stipulated in the contract, and Builder is not responsible for unknown soil conditions not revealed by the permit soil testing and which affect septic system operation.

**ACCEPTED REMEDIES:**

Defective or improperly installed equipment shall be repaired, reinstalled, or replaced, at Builder's option, so that compliance with code and proper, normal operation is possible. Builder's sole remedy with respect to drain field seepage or odors shall be to provide additional fill and sod in the immediate drain field area, and to grade same to merge reasonable with surrounding areas. There is no requirement to provide additional fill and sod solely for aesthetic reasons, to minimize grade changes in the vicinity of a drain field.

In the event of improper septic system operation due to poor soil characteristics, Builder's responsibility is limited to the extent that the original installation can be shown to be inadequate for the conditions revealed by the permit testing. In such event, and only in such event, Builder shall provide additional drain field size, relocate the drain field, and/or take other measure as may be possible under warranty. Additional work necessitated solely by unknown soil conditions (e.g. poorer percolation or high water table that testing revealed), or unusually heavy septic flows exceeding 350 gallons per day, shall be at Purchaser's expense.

***5.9.5 Area: Yard Irrigation Systems (60 day warranty except as noted)***

Yard irrigation systems shall be properly installed to provide coverage of the stipulated area and properly controlled by timer or such other method specified in the contract.

**QUALITY STANDARDS:**

Lines shall be properly installed, with minimum of 6" (six inches) of ground cover except in the immediate vicinity of a head (within one foot). Lines constantly under pressure (on the meter side of the solenoid valves) shall be warranted against leaks on the same basis as described elsewhere for the plumbing system. Lines pressurized only when a sprinkler zone is actually operating shall have no leak exceeding one gallon per hour.

Sprinkler heads shall provide complete coverage of the grounds (except as noted below), as originally delivered at the Home Acceptance Inspection and on a wind-free day. Sprinkler systems are normally operated in the early morning hours, when demand is low and pressure is high, and the systems are designed accordingly for a high pressure condition. Any testing to determine adequate sprinkler coverage will be performed during a low demand, high pressure time.

A demonstration that coverage is not complete at a particular time of day when pressure is lower than normal is not sufficient to justify warranty service. Small areas less than 3' (three feet) square which are completely surrounded by obstruction, such as trees, palmettos and the like, so that water is blocked from entry to the area may not be covered by irrigation and still satisfy the Standard. Varying soil conditions may cause a small area to require more water than surrounding areas to achieve the same growth. It is entirely possible for one small area of a lawn to be green and an adjacent small area to be brown, even though identical irrigation is supplied to each. The presence of brown spots can indicate irrigation areas which are suspect and which should be inspected; however, if a supply of irrigation roughly comparable to that supplied adjacent areas is in fact supplied, then no warranty service shall be justified notwithstanding the presence of the brown area.

Standard practice for irrigation systems (as well as for sodding) is to provide coverage of the area between the front lot line and the road pavement, between the imaginary extensions of the lot lines to the pavement, as though this section of right of way were part of the lot. No other Standard for irrigation property outside of the lot itself exists; irrigation is supplied to the right of way and within the lot boundaries only, unless otherwise specified in the contract.

Builder makes every effort to specify and install a high quality irrigation system not withstanding this fact; sprinkler systems are a high maintenance item.

In particular, in –ground sprinkler heads are highly susceptible to damage from mowers and vehicles (e.g. delivery trucks) and to interference from washing dirt and sand and from growing plants, none of which is covered under warranty. All of these factors cause a need for the homeowner to continually inspect clean and adjust irrigation heads.

While Builder has made every effort to allow for plant growth, Purchaser can nevertheless expect that eventually growing plants will obstruct water throw and necessitate adjustments (primarily, raising of heads). This is a homeowner maintenance responsibility and is not covered under warranty even if required within the one-year warranty period.

Purchaser is cautioned that digging in the vicinity of sprinkler components, particularly electrically operated control valves, can cause damage not covered under warranty. It is a common accident to cut a control wire while planting additional plants; this obviously is damage, not a defect covered under warranty.

Purchaser is advised that irrigation systems are installed with timer initially set to maximum watering, to facilitate the establishment of the new turf and landscaping. As such, Purchaser can expect that his initial water bill (if on a metered system) will be high –brand new turf and landscaping requires a lot of water. New trees in particular require a minimum of 10 gallons of water each day for at least the first 45 days to permit growth of roots. Following the initial establishment of plants, it is entirely within the capabilities of the sprinkler system to reduce water usage drastically. Builder will assist Purchaser on a one-time basis to reduce water usage, as further described below.

**ACCEPTED REMEDIES:**

Builder will provide proper initial timer adjustment, head adjustment, and replacement of any defective sprinkler components **on a one-time basis** during the initial two-month period following the home Acceptance Inspection. Beyond this initial adjustment, sprinkler heads, timers, solenoid valves, and other operating components are considered consumer products and warranted only by the original manufacturer. After the one-time maintenance and adjustment service by Builder, subsequent maintenance, cleaning, and adjustment is a homeowner's responsibility.

Leaking pipes not meeting the Standard shall be repaired under warranty and turf and landscaping repaired to a reasonable degree to the condition prior to the repair. Any inspection to determine if underground pipes are leaking shall be at Purchaser's expense, except for the cost reasonably attributable to exposing a given area actually found not to comply with the Standard.

Where the system as initially installed does not supply complete coverage, as defined and determined above in the Standard. Builder shall adjust heads, replace heads with longer

throw models, and /or provide additional heads and/or lines as required, in Builder's sole opinion, to provide adequate coverage.

**Builder has no obligation under this warranty to replace landscaping plants, sod, trees, etc, which have been damaged or died due to lack of irrigation prior to notification to Builder.** Such damage is considered "consequential damage", and is excluded from warranty coverage. As discussed elsewhere in this document, the presumption is that Builder can prevent such consequential damages with prompt notification and the opportunity to correct a problem.



## 5.10 Major Area: Structure

### ***5.10.1 Area: Load Bearing Portions of the Home***

The load-bearing foundations, beams, girder, lintels, wall, partitions, and flooring and roofing systems shall be sound and properly installed.

#### **QUALITY STANDARDS:**

The load-bearing members and systems shall not fail in their load bearing functions so as to make the structure unsafe, unsanitary or otherwise unlivable. "Soundness" shall be determined as provided by code: A member which has deflected less than or equal to the deflection permitted by code shall be considered sound unless, in Builder's opinion, splitting, checking or other characteristic of a member renders it incapable of supporting the intended load. **Builder is not responsible for the load bearing integrity of any structure designed by a licensed architect, engineer, or other individual not employed by Builder, nor is Builder responsible to review such plans prior to construction and pronounce them sound or unsound.**

Builder has contracted to construct in accordance with the plans and specifications supplied, not to pass judgment on any design provided by other. In such case, construction using materials of sound quality in accordance with the plans and specifications supplied to Builder shall be the sole Standard as to structural integrity.

#### **ACCEPTED REMEDIES:**

Builder will repair, replace or augment structural members or components as necessary so that they will function as intended. In general, unless a structural element is intended to be exposed and decorative repairs will be made by installing additional support adjacent to the defective member. At Builder's option revised or modified structural designs may be employed if in the sole opinion of Builder such is necessary to avoid recurrence of the problem.

Builder will also repair or replace any other components of the home that were damaged by the structural failure, including refinishing. Builder does not warrant a perfect match of repaired work to old work. Builder is not responsible for discontinued patterns, color or styles, but will endeavor to attain the best practical match or contract so that new work will blend or fit with the old.

Where structural failure or damage is caused by improper design and the design was not provided by Builder, and then Builder will cooperate to the maximum extent possible to correct the difficulty. However Builder will be due reimbursement for the cost of material used and a reasonable allowance for Builder's time and efforts applied to the correction. In the event Purchaser's design is unwilling or unable to make proper restitution for the cost of correcting the deficient design, then these costs shall become Purchaser's responsibility.

Further Standards and Remedies described in Section 5.2.1 for structural cast-in-place concrete, including the procedure defined for cost reimbursement for inspection by Builder or an engineer shall apply to other load-bearing components of the structure.

# VI. MODEL CODES APPLICABLE TO RESIDENTIAL CONSTRUCTION

## 6.1 Building Codes

BOCA Basic Building Code-Building Officials & Code Administrators International, Inc.  
National Building Code-American Insurance Association  
Standard Building Code-Southern Building Code Congress  
Uniform Building Code-International Conference of Building Officials  
One & Two Family Dwelling Code-Specifications contained within the other model codes  
(Homes are only required to meet codes in place at time of permitting of the structure.)

## 6.2 Mechanical Codes

Uniform Building Code, Vol. II, Mechanical-International Conference of Building Code Officials  
BOCA Basic Mechanical Code-Building Officials & Code Administrators International, Inc.  
Standard Mechanical Code-Southern Building Code Congress

## 6.3 Plumbing Codes

Standard Plumbing Code-Southern Building Code Congress  
Uniform Plumbing Code-International Association of Plumbing & Mechanical Officials  
BOCA Basic Plumbing Code-Building Officials & Code Administrators International, Inc.

## 6.4 Electrical Codes

Electrical Code for One & Two Family Dwelling-National Fire Protection Association  
National Electric Code-National Fire Protection Association

## 6.5 Miscellaneous

There may also be local codes which add to the foregoing or supersede a given national or state code in whole or part.

## VII. LIMITED WARRANTY

### 7.1

THE SOLE WARRANTIES PROVIDED BY BUILDER TO THE OWNER ARE CONTAINED IN THE BUILDER'S STANDARD LIMITED WARRANTY AGREEMENT, WHICH IS HEREBY INCORPORATED BY REFERENCE INTO THIS CONTRACT.

At the Completion Inspection, Builder shall supply the Owner with a copy of the said Warranty Agreement, together with all available other warranties, Owner's Manuals, registration cards, and the like for components such as appliances, mechanical equipment, etc.

### 7.2

Builder reserves the right to omit from his Limited Warranty any item not normally offered by him or not recommended by him, or whose quality is unknown to him and cannot easily be determined. The Builder shall be required to notify Owner of any intent to omit such an item from the Warranty and to provide Owner a reasonable opportunity to substitute another item.

### 7.3

The term of warranty shall commence upon the date of the home closing pursuant to paragraph 4.5.3 herein or the date of possession, whichever occurs first. If the Builder is prepared to close and request a closing on a particular date, but due to no fault of Builder the Owner delays the closing to a later date, the warranty shall commence on the first date that Builder request the closing. During the term of Limited Warranty, the Builder shall have no obligation to provide warranty service during any period that Owner is delinquent in any payment rightfully due the Builder, including but not limited to payment in full of the purchase price stated elsewhere herein, interest and principal payment towards financing provided by Builder, change orders, sales orders, and changes for non-warranty service calls. Any suspension of warranty service resulting from delinquent payments shall not serve to extend the term of the warranty.



## VIII. INSPECTION, ACCEPTANCE & POSSESSION

### 8.1

Upon completion of the home which Builder has constructed for Purchaser, as evidenced by the Certificate of Occupancy, it shall be the duty of the Purchaser to inspect the home in the presence of the Builder or the Builder's representative. If closing is accomplished by mail, and the Purchaser is unavailable for an immediate inspection, then an inspection may be scheduled by Purchaser with reasonable notice to Builder at any time within three months following the closing.

Purchaser may designate an agent to inspect the home in his stead, if desired, by notifying Builder in writing of such designation, and such agent shall be deemed to have full authority to act on Purchaser's behalf in inspecting the home.

If three months elapses without the acceptance inspection, then Builder shall inspect on Purchaser's behalf, applying the Standards of this document in good faith, and forward Purchaser a copy of the Inspection Report. In such case the results of such inspection shall be binding, as though Purchaser were present. The three month limitation on inspection is intended not to limit Purchaser's one-year warranty, but rather to enable Builder to inspect the home when new, as delivered, and not months later when damage not by Builder or lack of proper care may have affected the home's condition.

At the conclusion of this "Home Acceptance Inspection" a signed Certificate of Acceptance and a signed Inspection Report (Punch List) shall be prepared listing all, if any, deficiencies in workmanship or materials. The signature of Purchaser, or his agent, on these documents shall serve as Purchaser's acknowledgment that his interest were adequately represented at the inspection, that the inspection was thorough, and that except as noted on the Inspection Report, the home satisfactorily complies with the terms of the contract in all respects.

Builder's signature on these documents shall serve as his acknowledgement that each listed item existed at the time of the inspection in substantially the condition indicated and did not instead result from later damage. The inclusion of an item on the Punch List does not serve to alter the Standards and Accepted Remedies documented in this Warranty Agreement. As such the recoding of any item on the Punch List does not automatically create an obligation for Builder to perform additional work regarding the item or to correct an item in accordance with a preference indicated on the Punch List. In all cases, the Standards and Accepted Remedies defined in this document shall govern such Standards and Accepted Remedies having been previously agreed to by both parties as a condition of the contract.

## 8.2

Any items on the Punch List which do not comply with the Standards defined in this document for the respective area shall be corrected by Builder, without additional cost to the Purchaser, within a reasonable period of time. Except with respect to latent defects, meaning defects that could not have been reasonable notes by Purchaser and entered on the Punch List, **the Builder has no obligation to make any repairs or to correct any deficiencies which are not included on the signed Punch List.** As noted in the Agreement for Home Construction and repeated here, the presence of deficiencies and the Builder's obligation to correct shall not be grounds for deferring the closing on the contract and making the final payment nor shall it be ground for imposing any conditions on said closings,

## 8.3

The Certificate of Acceptance and the Inspection Report which the Purchaser shall execute and give to Builder shall be in substantially the form of the copies which are attached hereto, and made a part hereof. Purchaser shall not take possession of the project prior to inspection and execution and delivery of said Certificate of Acceptance and the Inspection Report nor before final payment to Builder. The parties agree that this provision is subject to the right to obtain an injunction or any other legal or equitable remedy.

## 8.4

Each provisions of the Certificate of Acceptance shall be separate and severable from every other provision and if any single provision is declared invalid or unenforceable, Purchaser and Builder understand and agree that all other provision shall still be valid and enforceable.

Purchaser and Builder agree that if a deed is being given in connection with the home Inspection and Acceptance, every provision of the Certificate of Acceptance and the Limited Warranty shall survive the closing and will not be merged with the deed.

# **IX. PROCEDURE FOR REQUESTING & SUPPLYING WARRANTY SERVICE**

## **9.1**

If you believe that a component of your home does not measure up to the appropriate Quality Standard, you must promptly report the problem to the attention of Builder's Warranty Manager. This report must be delivered promptly after the warranty problem is first observed and must clearly explain the condition for which warranty action is requested. To qualify for warranty service, the report must be issued within the time limitations established for the particular component (generally, within one year). When the warranty on the home or a component expires, only those warranty claims documented in writing prior to expiration will be considered. A claim issued after warranty expiration but claiming that problem developed before expiration will not be considered for warranty service. The Purchaser is urged to file reports of warranty claims promptly to ensure proper documentation that a problem is covered under warranty.

## **9.2**

Builder's Warranty Manager will reply to request for warranty service within a reasonable time. "Reasonable time", both for Builder's reply and actual performance of work, will vary depending on the nature of the complaint, the impact upon Purchaser's ability to occupy and enjoy the home as intended, and the potential for the reported problem to cause additional damages. However, in no case will Builder's reply to Purchaser be delayed more than 40 days from receipt of the written complaint. As noted else where in this document, Builder is no responsible for consequential damages resulting from a defect. However, Builder is responsible for damages resulting from any failure to respond within a reasonable time to a reported warranty problem. Where the report is an emergency nature, such as serious plumbing leak, an electrical problem potentially causing a fire hazard, inoperable furnace, etc., Builder shall be responsible to initiate work to eliminate such condition within 24 hours of receipt of the report. Initially, "eliminating the condition" may properly include temporary measures such as shutting off water to a leak or power to a faulty circuit. Once the potential for hazard or damages from an emergency condition has been eliminated, "reasonable time" to make the permanent correction will be determined as above, depending upon degree of impact to Purchaser.

## **9.3**

If Builder determines that the work which is the subject of the complaint does in fact fall within the tolerances permitted by the relevant Quality Standard, and therefore justifies no warranty services, than Purchaser shall be notified of this determination by written Work Order. This Work Order shall be "closed" when initially written, and no further action will be taken.

## **9.4**

Following Builder's receipt of the request for warranty service, if Builder agrees that a Quality Standard has been violated and therefore warranty service is justified, he shall determine the remedy to be applied. This remedy shall conform to the Accepted Remedies described in this document, and Purchaser shall be informed of the planned remedy by written Work Order. Performance of the work itself may be substituted for the written Work Order, where such work can later clearly be shown to have been performed.

Purchaser shall have no right to accept or reject the planned response, or to choose an alternate response, if the planned response is any of the Accepted Remedies previously agreed to by the parties by its inclusion in this document. Purchaser shall make reasonable efforts to permit Builder to perform the work, such as by providing Builder with access to the home. Builder assumes no responsibility for any damages which may result from lack of cooperation or refusal by Purchaser to allow Builder to perform the work.

Performance of the work itself shall be scheduled within a reasonable time. Builder shall be considered in compliance with this obligation if he can demonstrate bona fide efforts to address the problem. "Bona fide efforts" may include engaging consultants such as engineers, factory representatives, or other experts to help Builder determine whether a Standard has been violated and what remedy, if any, should be applied. Bona fide efforts may also include ordering of repair parts and efforts by Builder to persuade or require outside warrantors (supplies, subcontractors, manufacturers, et.) providing their warranty service when such service is due.

Upon completion of the work Builder shall so notify the Purchaser by providing him with a copy of the Work Order, which shall be marked "closed" as of the date of completion of the work.

## **9.5**

If the matter which is the subject of Purchaser's request has not been addressed in this document, then Builder shall use his experience and judgment to determine whether warranty service is justified, and what remedies if any should apply. IN addition Builder may, but shall not be obligated to engage an expert of Builder's choice in the subject matter and obtain a professional opinion as to the proper Standard and remedies to be applied. Purchaser agrees to cooperate with Builder or Builder's agent by permitting access to the home or otherwise assisting with the determination of the appropriate response.

Purchaser may accept the response proposed by Builder or Builder's technical consultant, or Purchaser may engage a consultant(s) of his own and submit said consultant's findings and recommendations to Builder for Builder to reconsider its proposal. Purchaser shall also have the option to submit his own response to Builder and request that Builder reconsider its proposal. Builder shall have thirty (30) days to

consider the information submitted by Purchaser or Purchaser's consultant(s) and to issue a written response to Purchaser. If Purchaser is unsatisfied with Builder's response after reconsideration, Purchaser may challenge Builder's proposal by filing an action in a state court of competent jurisdiction located in Lake County, Florida. The submission of the findings of Purchaser's consultant(s) to Builder, or the submission of a request for reconsideration to Builder, as the case may be, shall be a condition precedent to bringing any court action in accordance with the foregoing.

## **9.6**

To expedite response and to reduce unnecessary paperwork, Builder's Warranty Manage may accept requests for "emergency" warranty service in person or by telephone. However, Purchaser is advised that verbal requests cannot be documented, either as to the date of the report or the precise nature of the complaint (i.e. the amount of information provided).

Therefore verbal requests for warranty service shall not be used as the basis of any later complaint as to the timeliness or proper nature of response.

Verbal receipt of warranty complaints is provided as a courtesy, only, and is not a requirement of the contract. Builder may terminate this privilege for a given customer if Builder believes that such customer has abused the said privilege such as by making repeated, unnecessary contacts or by being abusive to Builder's Employee'.

## **9.7**

This limited warranty is incorporated by reference into, and constitutes part of, the contract between Builder and Purchaser. Subject to compliance with the requirements of section 9.5 of this limited warranty manual, either party may enforce a claimed breach by the other party of that party's obligations pursuant to this limited warranty by commencing an action in the court of competent jurisdiction in Lake County, Florida as stated more particularly in the contract. By way of illustration but not limitation, the following situations would not justify an action by Purchaser against Builder under the contract and this limited warranty:

- A preference by Purchaser for a remedy other than the remedy selected by Builder, where Builder's selected remedy is listed as one of the Accepted Remedies.
- A belief by Purchaser that a Quality Standard other than that agreed to in this limited warranty should apply.

By entering into the contract, of which this limited warranty is a part, Purchaser agrees that Purchaser may not file any lawsuit or otherwise submit any claim to a court except in accordance with the terms of the contract, including the terms of this limited warranty.

## **9.8**

Following completion of work pursuant to a request for warranty service, if Purchaser believes that the Quality Standards has still not been achieved then Purchaser should submit to Builder another written description of the problems describing this circumstance. Such complaint shall be treated as described above for an original complaint. However in such case Builder must reply to the complaint within one week and initiate any additional measure required correcting the problem within 30 days or Builder shall be deemed not in compliance with his obligation to promptly response to warranty complaints.

