

# ***PROHOME***<sup>®</sup>

## **THE BUILDER'S LIMITED WARRANTY PHI 16.5**



**FOR ALL CALLS  
INCLUDING EMERGENCIES  
(248) 449-1100**

**[www.ProHomeMichigan.com](http://www.ProHomeMichigan.com)**

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



# DEFINITION

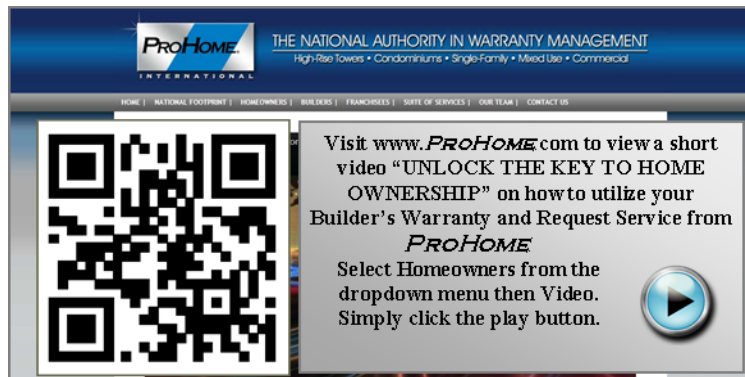
BUILDER: \_\_\_\_\_

OWNER(S): \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

WARRANTY ID: PHI 16.5.

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



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# PROCEDURE FOR WARRANTY PERFORMANCE

Procedures relating to the performance under this Builder's Limited Warranty PHI 16.5 hereinafter referred to as "Limited Warranty" – shall be in accordance with the standards and requirements stated herein.

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

## **PRE-CLOSING ORIENTATION WALK-THROUGH AND SERVICE PERFORMANCE.**

### **A. PRE-CLOSING ORIENTATION WALK-THROUGH**

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

### **B. REQUEST FOR WARRANTY PERFORMANCE - GENERAL**

**PROHOME** is your BUILDER'S Warranty Management Representative. **ALL** warranty related communications concerning your home are to be directed to **PROHOME**. All requests for warranty service must be submitted to **PROHOME - IN WRITING**. Claims received after an unreasonable delay, or after the expiration of the applicable warranty term, will not be covered by this Limited Warranty.

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

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

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

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

In the event that you don't have use of a computer or would prefer not using the **PROHOME**, online system, warranty claims can be registered via a WorkForm that will be mailed to you. This form allows you to register your warranty claims in your own handwriting. Simply call our office to request a WorkForm be mailed to you.

**C. REQUEST FOR WARRANTY PERFORMANCE**

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

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

**D. WARRANTY REPAIRS**

All work undertaken to address an approved warranty claim is performed by the BUILDER'S subcontractors. These subcontractors do NOT work for **PROHOME** and they don't have a contractual relationship with **PROHOME**. However, please keep **PROHOME** informed if you are dissatisfied with any subcontractor's performance.

**PROHOME** will ensure your BUILDER is aware of your concerns so they can take the appropriate follow-up action.

**FAILURE TO ALLOW ACCESS TO YOUR HOME TO A PROHOME REPRESENTATIVE, YOUR BUILDER OR ANY TRADE CONTRACTOR MAY VOID THIS LIMITED WARRANTY. HOMEOWNER MUST PROVIDE ACCESS TO THE HOME DURING NORMAL WORKING HOURS – 8 AM to 5 PM MONDAY THROUGH FRIDAY.**

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



# PRE-CLOSING ORIENTATION WALK-THROUGH

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

## ◆ Our Responsibilities

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

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

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

## ◆ Your Responsibilities

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

## ◆ Your BUILDER'S Responsibilities

It is your BUILDER'S responsibility to correct only the approved work noted on the Punch List. **PROHOME does not perform any of the work. In some offices, PROHOME may manage and schedule the work that is listed during your Pre-Closing Walk-Through.**

Ask your **PROHOME** representative who is responsible for completing the Punch List. Any questions or concerns you have regarding incomplete work noted on the Punch List **MUST** be directed to either **PROHOME** or your BUILDER.



# How To Use Your Warranty

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

The following symbol will assist you in easily identifying WARRANTY CLAIMS that are the BUILDER'S responsibility to perform. All claims processed during the Term of this Limited Warranty are listed in Section VII of this Limited Warranty and annotated with this symbol.



This symbol denotes **Warranty Claims**. The BUILDER is responsible for all items marked with this symbol. The number in bold underneath the symbol is the **CLAIM IDENTIFICATION NUMBER**. It is important that you use this number whenever registering a Warranty Claim. The online system and WorkForm require this Claim Identification Number to process and validate a claim.



← BUILDER'S Symbol Indicating  
BUILDER'S Responsibility

← Warranty Claim Identification Number

**Remember a WARRANTY CLAIM ID NUMBER is required to process any Warranty Claim Request.**

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# REQUESTING A WALK-THROUGH AND REGISTERING WARRANTY CLAIMS

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

**Although the claim registration process isn't difficult, we suggest you follow these three (3) simple steps in order to streamline the process:**

## **STEP 1      Verify the BUILDER'S Responsibility**

- ◆ Walk through your home and document your warranty claims.
- ◆ Before registering a Warranty Claim with ***PROHOME***, it is important to verify that the request exceeds the warranty standards as outlined in Section VII of this Limited Warranty.
- ◆ Check this Limited Warranty's Table of Contents to locate the appropriate Warranty Coverage and Condition page. EXAMPLE: Drywall, Electric or Plumbing.

## **STEP 2      Find the Warranty Claim Identification Number**

- ◆ Locate the paragraph that addresses your Warranty Claim specifically.
- ◆ Read through this Limited Warranty section concerning your request.
- ◆ Determine that indeed your BUILDER is responsible.
- ◆ If you cannot locate the Claim Identification Number – your Request is probably NOT covered by this Limited Warranty.
- ◆ If you locate the specific warranty claim, note the Claim Identification Number under the Builder Icon.
- ◆ If your request is the BUILDER'S responsibility under this Limited Warranty, it will have the BUILDER'S symbol beside it. The symbol contains the Claim Identification Number you must note in the online form or WorkForm in order to have your request for service processed.
- ◆ Remember, we cannot process a warranty claim without a Claim Identification Number.

## **STEP 3      Call *PROHOME***

- ◆ Contact our office during the 30-Day or 11-Month Walk-Through windows in order to schedule a warranty inspection.
- ◆ If you utilize the ***PROHOME*** online system, the online warranty claim registration portal will be activated for you.
- ◆ Inform the ***PROHOME*** representative if you don't have use of a computer or if you don't want to utilize the ***PROHOME*** online system. Our representative will ask you for the exact number of claims you wish to register. This will tell us how long we need to schedule your Walk-Through for and how many WorkForms to mail to you.

**Please remember, you cannot process a Claim without a Claim ID#.**

## ONLINE WARRANTY MANAGEMENT SYSTEM

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

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

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



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

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

Category:

2. Select the proper **Request Code** from the drop down list. The “Request Code” is synonymous with the Claim ID Number. The drop down list will depict the various Claim ID Numbers for each of the claims listed under a specific Category. For example, a claim dealing with warping of cabinet drawer facings or cabinet doors is addressed under Claim ID Number “CB1”. In this example you would select CB1.

Request Code:

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

Problem Location:

4. Enter a description of the claim in the **Problem Description** field. Be specific with your description.

Problem Description:

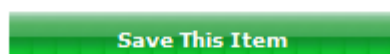
(Please keep the description short.)

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

Attach Picture:

Caption:

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



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

Request#	Description	Location
2193	Door is warped.	Dining Room

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



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

# WORKFORM

The WorkForm is only mailed to those individuals that don't have use of a computer or wish not to utilize the **PROHOME** online system to register their warranty claim. The WorkForm will be mailed to you by our office following your call to request a Walk-Through. Please keep in mind that your call to schedule a Walk-Through must occur during either of the Warranty Service Request Periods. You must complete the WorkForm to register all valid Warranty Claims. **Claims cannot be added to the list once PROHOME has completed the scheduled 30-Day or 11-Month Warranty Term Walk-Through.**

## **IMPORTANT DIRECTIONS:**

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

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

Complete the **PROHOME** WorkForm with the following information:

- ♦ **Warranty Claim Identification Number**
  - This is the alpha numeric ID located below the BUILDER symbol in this Limited Warranty Section VII.
- ♦ **Location of Problem**
  - Example: Front Door
- ♦ **Description of Problem**
  - Example: Doesn't latch

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



Property Owner _____			<b>PROHOME<sup>®</sup></b>		Page _____ Of _____	Closing Date _____
Address _____ Lot _____			<b>WORKFORM</b>		Date _____	PH Rep. _____
City/State/Zip _____ / _____ / _____			<input type="checkbox"/> 30 day <input type="checkbox"/> 11 month <input type="checkbox"/> 2 <sup>nd</sup> Year(s) applicable <input type="checkbox"/> Call In Walkthru Date _____ Time _____			
Phone _____ / _____			<input type="checkbox"/> Inspection <input type="checkbox"/> Semi-Emergency <input type="checkbox"/> Emergency Bldr / Subdiv _____			

LN	CLAIM / SERVICE ID#	LOCATION	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

## OFFICE USE ONLY

DO NOT WRITE IN THIS SPACE

**INSTRUCTIONS**

1. LOCATE CLAIM ID# / SERVICE ID# IN YOUR WARRANTY.
2. TYPE OR PRINT CLEARLY & FIRMLY.
3. ONE CLAIM PER LINE.
4. ONLY ENTER 12 CLAIMS PER FORM.
5. REQUEST ADDITIONAL FORMS IF MORE THAN 12 CLAIMS.
6. CLAIMS MAY NOT BE ADDED AFTER SUBMITTED.
7. DO NOT MAIL TO THE PROHOME OFFICE.

# PROHOME<sup>®</sup>

Please validate each Warrantable claim against your written Warranty. The claim/service ID# found in your Warranty must be utilized above. Do not list any items from your Preclosing Walkthrough on this form.

**PROPERTY OWNER'S COPY**

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NOTICE: Under the provisions of the state Mechanic's Lien Statute, a lien may be filed against any real estate for which materials and/or labor is furnished and for which payment is not received.

11			Additional Comments
12			
Line _____			The PROHOME Representative has reviewed and explained all determinations for your warrantable and non-warrantable claims. Signature _____ Date _____
Line _____			
BUILDER'S SIGNATURE _____ Date _____			One line per claim. If additional claims are needed, describe on a new line. <b>BUILDER'S COPY</b>

V:\Corp 884\Forms New 2006\Workform Page 1 2007.doc Revised 4/07

11			Additional Comments
12			
Line _____			The PROHOME Representative has reviewed and explained all determinations for your warrantable and non-warrantable claims. Signature _____ Date _____
Line _____			
<input type="checkbox"/> HOASSIGN <input type="checkbox"/> SUBASSIG    SIGNATURE _____ Date _____			(I hereby acknowledge the satisfactory completion of the above-described work.)

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**PROHOME<sup>®</sup> WorkForm**

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## **WARRANTY WALK-THROUGH & NEXT STEPS**

**Here is a quick synopsis of the steps that will be followed from the Warranty Term Walk-Through to the scheduling of approved warranty work:**

- ◆ **PROHOME** will review your warranty claims with you and make a warranty determination based on the warranty standards listed in this Limited Warranty.
- ◆ Actual warranty work **will not** be performed during the Warranty Term Walk-Through.
- ◆ Non-Warranty claims will be discussed with you at the Walk-Through. These non-warranty claims are typically considered to be contractual, prior to the warranty commencement or after expiration, manufacturer's warranty, insurance or homeowner maintenance.
- ◆ **PROHOME** meets weekly with your BUILDER to review all warranty claims presented by homeowners during the previous week and to receive specific subcontractor assignments from your BUILDER for all warrantable claims. Your **PROHOME** representative will inform you of our BUILDER meeting date.
- ◆ Our Administrator will contact you following the weekly BUILDER meeting to schedule a work date with you for all approved warranty claims.

## WARRANTY REPAIRS

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

### 10-DAY Scheduling Policy

All approved warranty work is scheduled not sooner than 10 days from the day that **PROHOME** contacts you to schedule a work day. The reason for scheduling everything 10-days out is so you have the flexibility of selecting a work date(s) that best accommodate your schedule. This also provides the assigned Subcontractor two (2) weeks of lead time to accommodate your work date. In effect, the Subcontractor is told what date/time the work will be taking place.

### Scheduling Procedure

**PROHOME** utilizes the following procedures when scheduling your work date, in order to ensure a successful appointment:

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

### Work Performance

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

If you cancel appointments for warranty work or are unable to make your home available to workers on the scheduled day(s), the work will have to be rescheduled for a later date.

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

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

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

## WORK ORDER SIGN-OFF

You will be asked to review and acknowledge the completion of the warranty work performed by the BUILDER or the BUILDER'S Subcontractor(s). This can be accomplished in one of two ways. You can either sign the Work Order provided to you by the subcontractor or technician following the completion of the scheduled work or you can log into the online system and digitally sign off on the Work Order.

**Ensuring that all completed Work Orders have been signed off on by you is a critical step in the quality control process.** In the event that a Subcontractor didn't obtain a sign-off on a Work Order from you, our Administrator will contact you to confirm that the work was completed and to request that you log into the online system and digitally sign off on each Work Order.

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

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

RFS #	Created	Request Type	Created By:	Items	Status	
1032	7/22/2010	30 day	Archie Bunker	2	Open	<a href="#">Details</a>

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

Homeowner Request # 1032

RFS Created By: Archie Bunker - 555-555-5555

Request Type: 30 day

COE: 7/22/2010

Home# - Address: 123 - Apple Pie Way

Date Entered: 7/22/2010

Homeowner: Archie Bunker

Items:

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

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

<a href="#">Review</a>	<a href="#">H/O Sign-off</a>	<a href="#">Exit</a>	<a href="#">Help</a>	<a href="#">Home</a>
------------------------	------------------------------	----------------------	----------------------	----------------------

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



The screenshot shows a software interface with a menu bar at the top containing five buttons: "Save Comments" (green), "Review" (blue), "Exit" (blue), "Help" (blue), and "Home" (blue). Below the menu bar is a pink rectangular area containing the text "Enter your ProHome password:" followed by a white text input field. To the right of the input field are two buttons: "Confirm Sign-off" (green) and "Cancel" (red).

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# EMERGENCY SERVICE PROCEDURE

**PROHOME** understands that not all situations requiring immediate attention happen during normal business hours. Therefore, your BUILDER has provided you with the **PROHOME** Emergency Assistance number. **Do not contact the Subcontractors directly if you have an emergency.** Call our office at the number listed on the front cover of this Limited Warranty to report your emergency situation. We will assist you in triaging the situation, documenting your emergency and taking the appropriate follow on action.

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

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

**AN EMERGENCY includes:**

1. **Total Electrical Outage.** Ensure the electrical grid isn't down by checking with your utility company before reporting this situation to **PROHOME**.
2. **Electrical Sparks.**
3. **Total Loss of Heat.** Applicable when the outside temperature is below 45 degrees Fahrenheit.
4. **Gas Leak.** Contact your utility company and then **PROHOME** if the leak is at the furnace or water heater supply lines. **If you have a gas leak, leave your home immediately and do not use the phone in your home.**
5. **Water Leak Requiring Main Water Shut-Off Valve To Be Turned Off.**
6. **Non-Operable Exterior Passage Door or Lock**

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

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

## HEATING AND COOLING

**A. Breaker Box**

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

**B. Thermostat Setting**

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

**C. Pilot Light**

- If the pilot light is out, follow the instructions on the furnace or in the manufacturer's literature to re-light it. Some furnaces have electronic ignition, which does not require a manual relighting of the pilot light.

**D. Gas Valve in "On" Position**

- This is the last step in lighting the pilot light and is frequently overlooked.

**E. Bottom Cover**

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

**F. Manual Electric Switch “On”**

- This looks like a light switch and is located on the side or near the furnace, next to the fuse.

**G. Heat Pumps**

- In the “Heat” mode, the heat pump may not be able to supply sufficient heat BTUs in very cold weather conditions. Switching to auxiliary heat may be required.

**PLUMBING, GAS OR WATER LEAKS****A. Gas Leaks**

- Gas leaks are to be reported immediately to your local GAS SERVICE COMPANY. The reporting of this emergency to the **PROHOME** 24-Hour Emergency Assistance number should be secondary to the call made to your local GAS SERVICE COMPANY.

**B. Water Shut-Off Valves**

- Individual water shut-off valves are located behind toilets and under sinks. Use these valves immediately when shutting down the water supply to a particular fixture or appliance. **As long as you can isolate a leak with the individual shut-off valve(s), these types of issues will be only addressed during normal business hours.**

**C. Home Main Water Shut-Off**

- The home’s main water supply can be shut-off supplying all water throughout the home. This valve is normally located in the basement or crawl space of the home on the wall nearest the street.

**D. Exterior Water Shut-Off**

- The City Water Service can be shut off to eliminate all water supplied to the home from the street. This is usually located outside in the front of the home near the street.

**ELECTRICAL****A. Breaker Box**

- Always check the main breaker and each of the individually labeled breakers in the breaker box before calling. **Tripped breaker(s) will be only addressed during normal business hours.**

**B. Ground Fault Circuit Interrupt (GFCI) and Arc Fault Circuit Interrupt (AFCI) Switches**

- Always check all GFCI and AFCI switches prior to calling. **Tripped GFCI and/or AFCI switches will be only addressed during normal business hours.**

**WATER LEAKS**

- Immediately collect the water entering the home by using buckets, pans, towels, or other means to prevent further damage from the water. A water leak in your home is considered an emergency and **PROHOME** should be contacted immediately.

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

# **WARRANTY COVERAGE AND CONDITIONS**

## ♦ **Limited Warranty Term**

The “Term” of this Limited Warranty is **ONE (1) YEAR**, beginning at the date of Closing/Settlement or Occupancy, whichever occurred first, and ending one year later on the first anniversary date of Closing/Settlement or Occupancy, whichever occurred first. This **PROHOME** Limited Warranty only covers items, or components, of your home specifically described herein and that are actually reported to **PROHOME** within the first year from the date of Closing/Settlement or Occupancy, whichever occurred first. The procedures detailed in this Limited Warranty are applicable for processing any warranty claim.

## ♦ **Covered Parties**

This **PROHOME** Limited Warranty is extended to the Homeowner(s) named above, hereinafter, individually and collectively referred to as OWNER who is/are the initial OWNER(s) of the home by the BUILDER of the home. This **PROHOME** Limited Warranty is transferable to subsequent OWNER(s) of the home if BUILDER so acknowledges in writing.

## ♦ **Covered Warranty Items**

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

The warranty standards outlined in this section have been developed and accepted by the residential construction industry in general. While it is virtually impossible to develop warranty standards for each possible deficiency, the construction industry and **PROHOME** have attempted to isolate the most common actual physical damage deficiencies that occur and in so doing, list them for your convenience. Where a specific warranty standard has not been specified, the guidelines found in the publication Residential Construction Performance Guidelines for Professional Builders & Remodelers, 5<sup>th</sup> Edition, published by the National Association of Home Builders (NAHB), 2015, will apply. Copies of this publication may be special ordered through most book retailers, or purchased directly from the NAHB Bookstore by calling 1-800-223-2665.

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## **APPLIANCES**

It is important to read and follow all manufacturers' requirements for each appliance in your home. It is your responsibility to report any problem with any appliances directly to the appliance service representative. The phone number is usually located in the lower corner of the back page of the appliance OWNER'S manual.

### **Manufacturer's Limited Warranty**

The appliances in your home are warranted directly by the appliance manufacturer NOT your BUILDER. Either during the Pre-Closing Walk-Through, Closing or prior to Occupancy; you will receive the manuals and/or warranties for your appliances from your BUILDER. You must complete all of the appropriate registrations and submit them to the appropriate manufacturer. Do NOT send the appliance registrations to **PROHOME** or your BUILDER.

### **Manufacturer's Service**

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

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

## **ASPHALT**

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

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



- Longitudinal or transverse cracks exceeding 1/16 inch in width or vertical displacement in asphalt driveways are considered excessive. BUILDER will take appropriate action as required to repair this deficiency during the Term of this Limited Warranty.



- Standing water greater than 3/8 inch in depth remaining on the surface 24 hours after a rainfall. BUILDER will take appropriate action as required to repair the deficiency during the Term of this Limited Warranty.



- Aggregate of asphalt coming loose. BUILDER will take appropriate action as required to repair the deficiency during the Term of this Limited Warranty; unless it is caused by chemicals, solvents and/or oils.

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

### ATTICS



- Building Codes, Standards and Regulations require that the BUILDER provide a ventilation system in your attic with an appropriate total roof vent area. The BUILDER is responsible for the workings of the appropriate ventilation systems and their compliance with all local building codes. Down ventilation is unacceptable. BUILDER will take appropriate action as required to repair the deficiency during the Term of this Limited Warranty.



- Attic vents and louvers shall not leak. However, infiltration of wind-driven rain or snow is not considered a leak and is beyond the BUILDER'S control. BUILDER will take appropriate action as required to repair the deficiency during the Term of this Limited Warranty.



- Exhaust fans should not discharge into the attic. Fans shall vent to the outside in accordance with prevailing codes. BUILDER will take appropriate action as required to repair the deficiency during the Term of this Limited Warranty.

### CABINETS

All cabinet doors, drawers and other operating parts that do not function as designed are deficiencies **ONLY** if they are reported during the Pre-Closing Walk-Through. The BUILDER will **ONLY** take corrective action, as necessary, to correct these deficiencies if they are listed on the Punch List.



- Warping of any cabinet drawer facings or cabinet doors, which exceed 1/4 inch when measured from the face of the cabinet frame to the further most point of warpage on the drawer or door front in a closed position, is considered a deficiency; providing humidity and moisture levels in the home have been maintained in accordance with the recommended levels suggested by the cabinet manufacturer. BUILDER will take appropriate action as required to repair the deficiency during the Term of this Limited Warranty.

**CB2**

- Cabinet faces more than 1/8 inch out of line, and cabinet corners more than 3/16 inch out of line are considered excessive. BUILDER will take appropriate action as required to repair the deficiency during the Term of this Limited Warranty.

**CB3**

- Cabinet Doors and Cabinet Drawer Faces shall not crack. BUILDER shall repair or replace the affected item during the Term of this Limited Warranty. BUILDER is not responsible for a perfect match in wood grain or stain or for discontinued materials.

**CB4**

- Gaps that exceed 1/4 inch between the cabinet and wall or ceiling surfaces are considered excessive and will be corrected by BUILDER during the Term of this Limited Warranty.

**CB5**

- A cabinet door will not stay closed. BUILDER will adjust or replace the door catches or closing hardware **ONE TIME ONLY** during the Term of this Limited Warranty to meet this performance guideline.

**CB6**

- Individual cabinets should not be more than 3/16 inch out of level. BUILDER will take appropriate action as required to repair the deficiency during the Term of this Limited Warranty.

**CB7**

- Cabinet frames, when measured diagonally from corner to corner, should not be out of square by more than 1/4 inch. BUILDER will take appropriate action as required to repair the deficiency during the Term of this Limited Warranty.

**CB8**

- Cabinet doors should align so that gaps between doors don't deviate more than 1/8 inch from top to bottom. BUILDER will take appropriate action as required to repair the deficiency during the Term of this Limited Warranty.

## **CAULKING**

### **Exterior Caulking**

**CK1**

- Exterior caulk around vents, doors, windows and service line openings should not allow water intrusion. BUILDER will repair leaking caulk joints or cracks, **ONE TIME ONLY**, during the Term of this Limited Warranty.

### **Interior Caulking**

The BUILDER will apply the initial caulking to your new home where required. **Interior caulking cracks and gaps will only be addressed by BUILDER if they are identified by OWNER during the Pre-Closing Walk-Through and listed on the Punch List.** Properly installed caulking will eventually shrink and crack and is not covered under this Limited Warranty. Maintaining the caulking in the home is the OWNER'S responsibility.

## COLUMNS, POSTS, OR PIERS



- An exposed wood column should not bow or be out of plumb more than 3/8 inch in 8 feet. BUILDER will repair such a deficiency during the Term of this Limited Warranty. Wood columns may become distorted as part of the drying process. Bows and other imperfections cannot be prevented.



- An exposed concrete column should not have a bow that exceeds 1 inch in 8 feet or be out of plumb in excess of 1 inch in 8 feet. BUILDER will correct this deficiency during the Term of this Limited Warranty



- Masonry columns or piers should not be out of plumb in excess of 1 inch in 8 feet. BUILDER will take corrective action as required to repair this deficiency during the Term of this Limited Warranty.



- Steel posts will not be out of plumb in excess of 3/8 inch in 8 feet when measured vertically. BUILDER will take corrective action as required to repair this deficiency during the Term of this Limited Warranty.

## CONCRETE

## Exterior Concrete

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



- BUILDER will correct any concrete stoops and/or steps that settle, separate or heave in excess of 1 inch from the house structure during the Term of this Limited Warranty.



- Water shall drain off outdoor stoops and steps within 24-hours after rain. BUILDER will take appropriate action as required to repair the deficiency during the Term of this Limited Warranty.



- Sidewalk and driveway cracks (outside of control joints) that exceed 1/4 inch in width or 1/4 inch in vertical displacement shall be repaired by BUILDER during the Term of this Limited Warranty. Patching is considered acceptable as a repair method and it may not match the surrounding concrete in color and texture.





- BUILDER shall repair adjoining concrete sections, such as sidewalks and other exterior concrete flatwork, which have deviated in height by more than 1/2 inch during the Term of this Limited Warranty. Lift or settlement at these junctions is caused by seasonal fluctuations in moisture and temperature. BUILDER will **ONLY** make repairs after the effects of the current seasonal fluctuations have subsided and a true determination of the repair can be made. The repaired area may not match the existing floor in color and texture.



- Standing water that is 3/8 inch deep on sidewalks 24-hours after the end of a rain is considered excessive. BUILDER will take appropriate action as required to repair the deficiency during the Term of this Limited Warranty. The repaired area may not match the existing floor in color and texture.



- Efflorescence visible on a poured concrete basement wall, concrete block wall or crawl space wall which is caused by a water leak (due to actual flow and accumulation of water) into the structure is a deficiency. BUILDER will repair the wall to stop the leak into the structure during the Term of this Limited Warranty. Efflorescence is a normal condition caused by moisture reacting with the soluble salts in concrete and forming harmless carbonate compounds on the surface of concrete. The mere presence of efflorescence without a water leak is not a deficiency.



- Cracks greater than 1/4 inch in width in concrete footings are considered excessive. BUILDER will repair using material designed to fill cracks in concrete during the Term of this Limited Warranty. The repaired area may not match the existing floor in color and texture.

### **Interior Concrete**

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

Concrete Slabs within the structure are designed to move at control joints. This is a normal occurrence and **NOT** covered under this Limited Warranty

Exposed concrete walls should not have surface imperfections (e.g. pits, surface voids or similar imperfections) that are larger than 1 inch in diameter or 1 inch in depth. BUILDER will patch the affected area, which likely won’t match the color or texture of the surrounding concrete. These types of surface voids are not structurally significant and BUILDER will **ONLY** take corrective action, as necessary, to correct these surface deficiencies if they are listed on the Punch List during the Pre-Closing Walk-Through.



- Cracks exceeding 3/16 inch in width or 3/16 inch in vertical displacement will be repaired by BUILDER during the Term of this Limited Warranty if the slab is in conditioned space or the crack interferes with the installation of finish flooring.

BUILDER will repair using a material designed to fill cracks in concrete. The repaired area may not match the surrounding slab floor in color and texture.



- Dampness caused by water or moisture intrusion through basement walls and floors is unacceptable. The BUILDER is not responsible for dampness caused by condensation of water vapor on cool walls and floors. The BUILDER will repair the affected basement wall or floor to prevent water intrusion during the Term of this Limited Warranty.



- Excessive powdering, dusting, or chalking of concrete surfaces is a deficiency. This should not be confused with normal surface dust that may accumulate for a short period. BUILDER will take whatever corrective action is necessary during the Term of this Limited Warranty to treat, repair or resurface defective areas.



- Concrete floors in rooms designed for habitability shall not have pits, depressions or area of unevenness exceeding 3/8 inch in 32 inches, unless that floor has been designed for specific drainage purposes. BUILDER will take whatever corrective action is necessary during the Term of this Limited Warranty to correct this deficiency. BUILDER may repair by leveling the surface with material designed to repair uneven concrete.



- Interior concrete surfaces should not pit or spall, unless the deterioration is caused by factors outside of the BUILDER'S control. Pitting is evidenced by concrete that has chipped. Spalling is evidenced by concrete that has flaked or peeled from the outer surface. BUILDER will take whatever corrective action is necessary during the Term of this Limited Warranty to correct this deficiency. BUILDER will repair using materials designed for this purpose. The repaired area may not match the surrounding slab floor in color and texture.



- Poured concrete basement walls shall not be out of plumb or bowed greater than 1 inch in 8 feet when measured vertically from the base to the top of the wall. BUILDER will repair the deficiency during the Term of this Limited Warranty. **If the wall is to remain unfinished according to the purchase contract, and the wall meets building code requirements as evidenced by passed inspections, then BUILDER is not required to take any corrective actions.**



- BUILDER will patch cracks in poured concrete basement or crawl space walls, concrete block basement walls or crawl space walls that exceed 1/4 inch in width. BUILDER will take whatever corrective action is necessary during the Term of this Limited Warranty to correct this deficiency. BUILDER will repair using materials designed for this purpose. The repaired area may not match the surrounding slab floor in color and texture.



- Efflorescence visible on the surface of a concrete floor slab is considered a deficiency **ONLY** if it is caused by a basement water leak (due to actual flow and accumulation of water). BUILDER will repair the water leak as required during the Term of this Limited Warranty. Efflorescence is a normal condition caused by moisture reacting with the soluble salts in concrete and forming harmless carbonate compounds (white film) on the surface of concrete. The mere presence of efflorescence without a water leak is not a deficiency.



- Cold joints on poured concrete foundation walls should not have an actual separation or a crack that exceeds 1/4 inch in width. BUILDER will cosmetically repair any cold joint that does not meet this standard during the Term of this Limited Warranty. A cold joint is a visible joint that depicts where the concrete pour terminated and continued. Cold joints are normal and should be expected to be visible.



- Crawl spaces should be graded and proper exterior foundation drains installed as required by the prevailing building codes to prevent water from accumulating. The BUILDER will take corrective measures to meet the performance guidelines.



- Condensation is evident on the vented crawl space surface. The BUILDER will install the ventilation and vapor barrier required by the prevailing building code to meet the performance guideline. Further reduction of condensation is an OWNER's maintenance responsibility.

### **Concrete in Garages**



- Cracks in a concrete garage floor greater than 3/16 inch in width or 3/16 inch in vertical displacement will be corrected by the BUILDER during the Term of this Limited Warranty. The repaired area may not match the existing floor in color and texture.



- Garage floor will not settle, heave or separate in excess of 1 inch from the structure. BUILDER will take whatever corrective action is necessary during the Term of this Limited Warranty to correct this deficiency. The repaired area may not match the surrounding slab floor in color and texture.



- Adjoining concrete flatwork sections shall not differ in height by more than 1/2 inch; unless the deviation is intentional at specific locations such as at garage door openings. Lift or settlement at the junction of the garage floor and driveway are caused by seasonal fluctuations in moisture and temperature. BUILDER will only make repairs after the effects of the current seasonal fluctuations have subsided and a true determination of the repair can be made. BUILDER will take whatever corrective action is necessary during the Term of this Limited Warranty to correct this deficiency. The repaired area may not match the existing floor in color and texture.

### **COUNTERTOPS**

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



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

### Laminate



- Countertops with high-pressure laminate coverings shall not delaminate. BUILDER will repair or replace delaminated coverings during the Term of this Limited Warranty, unless the de-lamination was caused by OWNER'S misuse or negligence.

### Cultured Marble and Granite

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



- Lippage greater than 1/32 inch between countertop sections is considered excessive. BUILDER will take corrective action during the Term of this Limited Warranty to correct this deficiency.

### Tile



- Grout lines on tile countertops should not vary by more than 1/16 inch from the widest to the narrowest part. BUILDER will take actions to correct the deficiency during the Term of this Limited Warranty.



- Cracks in grout lines on tile countertops that result in loose tiles or gaps in excess of 1/16 inch will be repaired by the BUILDER, **ONE TIME ONLY**, during the Term of this Limited Warranty.



- Lippage greater than 1/16 inch between adjoining countertop surface tiles is considered excessive, except for tiles that are designed with an irregular height. BUILDER will take whatever corrective action is necessary during the Term of this Limited Warranty to correct this deficiency.

### Corian® Man Made Marble

Man-made marble, such as Corian®, can maintain its appearance for many years; however, not unlike other countertop surfaces, Corian® and other man-made materials must be protected against heat.



- The gaps along the top edges and joints of the backsplash must be within 1/16 inch. The BUILDER will caulk or fill any excessive gaps to meet these requirements during the Term of this Limited Warranty.

## DECKS

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

Splits, warps and cups in wood decking boards, railings and pickets shall not exceed the allowances established by the official grading rules issued by the agency responsible for the lumber species used for the deck boards, including but not limited to, Southern Pine Inspection Bureau, Western Wood Products Association, West Coast Lumber Inspection Bureau, Redwood Inspection Service and Northeastern Lumber Manufacturers Association. BUILDER will **ONLY** take corrective action, as necessary, to correct these decking board deficiencies if they are listed on the Punch List during the Pre-Closing Walk-Through.



- All structural members in a wood deck shall be sized, and fasteners spaced, according to building codes and manufacturer's instructions. BUILDER will take corrective action as necessary during the Term of this Limited Warranty to correct this deficiency.



- Railings on wood decks shall not contain slivers longer than 1/8 inch in exposed areas. BUILDER will repair railing slivers, as necessary, **ONE TIME ONLY** during the Term of this Limited Warranty.



- No point on the deck surface shall be more than 1/2 inch higher or lower than any other deck surface point within 10 feet on a line parallel to the home, or in proportional multiples of these dimensions (unless a slope is incorporated in the design). BUILDER will take corrective action as necessary to correct this deficiency during the Term of this Limited Warranty.



- Stain color variations are not acceptable if they are the result of improper stain application or failure to mix the stain properly. BUILDER will take corrective action as necessary to correct this deficiency during the Term of this Limited Warranty. **Stain color variations from other causes – such as weathering or natural variations in the wood used in the deck – are common and are NOT covered under the Limited Warranty.**



- Fasteners (e.g. nails) should not protrude from the floor of the deck. **ONE TIME ONLY** during the Term of this Limited Warranty, BUILDER will reinstall fasteners that protrude from the floor of the deck so that the heads are flush with the surface.



- Fastener (e.g. nails) stains caused by “bleeding” that extend more than 1/2 inch from the fastener and are readily visible from a distance of 10 feet are not acceptable. BUILDER will take corrective action as necessary to correct this deficiency during the Term of this Limited Warranty.



- Deck railing lacks rigidity. Deck railings are to be attached to structural members in accordance with prevailing building codes. BUILDER will take corrective action as necessary to correct this deficiency during the Term of this Limited Warranty.

## DOORS

### Exterior Doors

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

Doors are not completely water resistant. The BUILDER will install and flash in accordance with manufacture's specifications and/or as required by prevailing building codes. Doors (except fixed) have cracks or joints through which, with enough wind pressure, wind-driven rain can penetrate. The wind rating specifications for doors are higher than the water rain events, such as short term intense thunderstorms and tropical storms, because water can be expected to penetrate doors.

Primary doors behind a storm door may result in melting plastic molding and crack or peel of caulking or glazing. This is to be expected and NOT covered under this Limited Warranty.

Weather stripping shall be installed and sized properly to seal the exterior door when closed in order to prevent excessive air infiltration. **The BUILDER will ONLY address deficiencies with the weather stripping on doors if noted on the Punch List during the Pre-Closing Walk-Through.** Doors must have gaps at their perimeter to accommodate expansion and contraction due to variations in temperature and humidity and to operate over a wide range of environmental conditions. During times of high wind or temperature differentials inside and outside the home, there may be noticeable air movement around a closed door's perimeter. A small glimmer of light visible at the corners of the door unit is normal. Maintenance of the weather stripping is the responsibility of the OWNER after settlement/closing.

Tarnish to finishes on exterior door hardware or kick-plates are covered by the manufacturer's warranty, NOT the BUILDER.



- Exterior door will not close and latch. **ONE TIME ONLY** during the Term of the Limited Warranty, BUILDER will adjust the door or latching mechanism to comply with this standard.



- Exterior doors shall operate smoothly, except that the door may stick during occasional periods of high humidity or with variations in temperature. BUILDER will take appropriate corrective action during the Term of this Limited Warranty if the problem is caused by faulty workmanship or materials.



- Exterior doors shall not warp more than 1/4 inch - as measured diagonally from corner to corner - to the extent that they become inoperable or cease to be weather resistant. BUILDER will repair or replace the affected door as required during the Term of this Limited Warranty. BUILDER cannot guarantee an exact match of wood grains, paint or stains if a door has to be replaced. BUILDER is NOT responsible for materials that have been discontinued or are no longer available to BUILDER.



- An exterior wooden door panel should not have a split that allows light to be visible through the door. ONE TIME ONLY during the Term of this Limited Warranty, BUILDER will take appropriate corrective action. Caulking and fillers are acceptable forms of remediation. BUILDER is not responsible for an exact match of wood fillers, finishes, stains or paint.



- Exterior doors should not swing open or closed by the force of gravity. BUILDER will take corrective action as necessary to correct this deficiency during the Term of this Limited Warranty. **However, fire doors have spring loaded hinges which are specifically designed to close the door and are not considered a deficiency.**



- The reveal, or gap, around an exterior door edge, doorjamb, and/or threshold shall not vary by more than 3/16 inch along each side of the door. BUILDER will take corrective action as necessary to correct this deficiency during the Term of this Limited Warranty.



- Sliding patio doors or screens shall stay in their track. ONE TIME ONLY during the Term of this Limited Warranty, BUILDER will adjust the door or screen to comply with this standard. Cleaning and maintenance necessary for normal operation are the OWNER'S responsibility.



- Sliding patio doors shall roll smoothly. ONE TIME ONLY during the Term of this Limited Warranty, BUILDER will adjust the sliding patio door to comply with this standard. Cleaning and maintenance necessary for normal operation are the OWNER'S responsibility.



- A doorknob, deadbolt, or lockset should not stick or bind during operation. ONE TIME ONLY during the Term of this Limited Warranty, BUILDER will adjust, repair or replace – as required - knobs that are not damaged by the OWNER. Locksets may feel heavy or stiff but are operating as intended by the manufacturer.

### Interior Doors

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



- Doors should not warp to the extent that they become inoperable. The maximum allowable warpage is 1/4 inch when measured diagonally from corner to corner of the door. BUILDER will repair or replace the affected door as required during the Term of this Limited Warranty. BUILDER cannot guarantee an exact match of wood grains, paint or stains if a door has to be replaced. BUILDER is not responsible for materials that have been discontinued or are no longer available to BUILDER.



- Bi-fold and bypass doors should not come off their tracks during normal operation. ONE TIME ONLY during the Term of this Limited Warranty, BUILDER will adjust a bi-fold or bypass door that will not stay on its track during normal operation. Routine maintenance necessary for normal operation is the OWNER'S responsibility.



- A pocket door rubs in its pocket; it should operate smoothly during normal operation. ONE TIME ONLY during the Term of this Limited Warranty, BUILDER will adjust a pocket door that rubs in its pocket or does not operate smoothly during normal operation. Pocket doors commonly rub, stick, or derail because of the inherent nature of the product. It is also common for the door to rub against the guides provided by the manufacturer. Routine maintenance necessary for normal operation is the OWNER'S responsibility.



- An interior wooden door panel should not have a split that allows light to be visible through the door. ONE TIME ONLY during the Term of this Limited Warranty, BUILDER will take appropriate corrective action. Caulking and fillers are acceptable forms of remediation. BUILDER is not responsible for an exact match of wood fillers, finishes, stains or paint.



- An interior door that rubs on jambs or a BUILDER-installed floor covering. ONE TIME ONLY during the Term of this Limited Warranty, BUILDER will adjust the door that rubs on jambs or a BUILDER-installed floor covering.



- The door edge shall be within 3/16 inch of parallel to the doorjamb. ONE TIME ONLY during the Term of this Limited Warranty, BUILDER will adjust the door as necessary that does not meet this standard.



- Interior doors should not swing open or closed by the force of gravity. ONE TIME ONLY during the Term of this Limited Warranty, BUILDER will adjust the door that swings open or closed by the force of gravity.



- Interior door hinges should not squeak. ONE TIME ONLY during the Term of this Limited Warranty, BUILDER will adjust the door as necessary to meet this standard.



- Interior doors shall move smoothly with limited resistance. ONE TIME ONLY during the Term of this Limited Warranty, BUILDER will adjust the door as necessary to meet this standard.



- A door knob or latch should not stick or bind during operation. ONE TIME ONLY during the Term of this Limited Warranty, BUILDER will adjust, repair



or replace knobs or latches that are not operating smoothly. BUILDER cannot guarantee an exact match of door knobs or latches if they have to be replaced. BUILDER is not responsible for materials that have been discontinued or are no longer available to BUILDER.

**Garage Doors**

- Garage doors fail to operate properly under normal use. BUILDER will correct or adjust garage doors as required during the Term of this Limited Warranty, unless the OWNER'S actions or negligence caused the problem.



- Garage doors shall be installed as recommended by the manufacturer and should not allow the entry of excessive snow or water under normal weather conditions. BUILDER will adjust or correct the garage doors to meet the manufacturer's installation instructions during the Term of this Limited Warranty. However, some snow or water can be expected to enter under normal weather conditions. Severe storms with high winds or hurricanes are not considered normal weather conditions.

**ELECTRICAL SYSTEM**

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

Drafts from electrical outlets on exterior walls are a normal occurrence and are **NOT** covered under this Limited Warranty.

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

BUILDER will **ONLY** replace the battery on a chirping smoke and carbon monoxide detectors if this is listed on the Punch List during the PreClose Walk-Through.



- All electrical switches, outlets and fixtures are to operate as designed. BUILDER will repair or replace malfunctioning switches, outlets, and fixtures as required during the Term of this Limited Warranty.



- Electrical wiring isn't capable of carrying the designed load for normal residential use. BUILDER will verify that the wiring conforms to applicable electrical code requirements. BUILDER will correct wiring, as required, that does not conform to this standard during the Term of this Limited Warranty.



- Receptacle or switch covers should not protrude from the wall by more than 1/16 inch. BUILDER will correct such a deficiency, as required, during the Term of this Limited Warranty.



- Low-voltage lighting should not flicker; it should operate as designed. BUILDER will correct flickering low-voltage lighting, as required, during the Term of this Limited Warranty. Low-voltage transformers are sized according to the fixtures

## SECTION VII ELECTRICAL SYSTEM—EXTERIOR COMPONENTS

that are installed on a circuit. BUILDER is not responsible for flickering in low-voltage lighting if OWNER added fixtures or changed the wattage in fixtures after settlement/closing. Such action may cause the transformer to become undersized.



- Ceiling fans should not vibrate excessively or be noisy. BUILDER will install ceiling fans in accordance with the ceiling fan manufacturer's instructions (including blade balances). There are varying performance levels for ceiling fans and **some noise or vibration may be inherent to specific fan types**. BUILDER will correct any installation that is not in accordance with the ceiling fan manufacturer's instructions, as required, during the Term of this Limited Warranty.



- A Ground Fault Circuit Interrupter (GFCI) or Arc Fault Circuit Interrupter (AFCI) should not trip frequently. BUILDER will install GFCI and AFCI interrupters in accordance with prevailing electrical codes. Tripping of GFCI or AFCI interrupters is to be expected. However, BUILDER will repair or replace components that frequently trip due to component failure or incorrect installation during the Term of this Limited Warranty. Both GFCI and AFCI interrupters are very sensitive devices and OWNERS occasionally will experience "nuisance tripping." The most common causes of nuisance tripping by AFCIs are damaged cords or plugs on lamps, small appliances or other devices. Such nuisance tripping is not a deficiency under this Limited Warranty.



- Fuses and circuit breakers (non GFCI or AFCI breakers) shall not be tripped by normal usage. BUILDER will check wiring, circuits, and components for conformity with applicable electrical code requirements and take appropriate action, as required, during the Term of this Limited Warranty. Although electrical system components may be defective, OWNER's fixtures and appliances usually are responsible for electrical malfunctions and nuisance tripping. OWNER should unplug or disconnect fixtures and appliances on the circuit and then reset the breaker. If the problem recurs then that is a sign of a fault in the system.

## EXTERIOR COMPONENTS

### Chimney



- A crack in a masonry chimney cap or crown shall not leak. BUILDER will repair the leak due to a crack in the chimney cap or crown during the Term of this Limited Warranty. Applying caulk or other sealants is an acceptable repair.



- New chimney flashing will not leak under normal conditions. BUILDER will repair leaks in new chimney flashing that are not caused by ice buildup or by the OWNER'S actions or negligence during the Term of this Limited Warranty.

**Masonry**

Since no two bricks or stones are exactly the same, variations in size, color and placement are acceptable. Water-soluble salt, known as efflorescence, is caused by alkali salts bleeding out of the brick or block and is **NOT** covered under this Limited Warranty.

Spalling of newly manufactured brick should not occur and is considered excessive. Spalling of newly-manufactured brick is covered by the manufacturer's warranty.



- A masonry or mortar joint crack that is visible from a distance greater than 20 feet or is larger than 1/4 inch in width is considered a deficiency. BUILDER will correct this deficiency, as required, during the Term of this Limited Warranty. BUILDER will repair the crack by tuck pointing, patching, or painting, as deemed most appropriate by BUILDER. The BUILDER is not responsible for an exact match of mortar or patching material colors.



- Cut bricks in courses directly below an opening shall not vary from one another in thickness by more than 1/4 inch. The smallest dimension of a cut brick should be greater than 1 inch. BUILDER will take corrective action as necessary to correct this deficiency during the Term of this Limited Warranty. The BUILDER is not responsible for an exact match of brick or mortar colors.



- No point along the bottom of any brick course will be more than 1/4 inch higher or lower than any other point within 10 feet along the bottom of the same course, or 1/2 inch in any length. BUILDER will take corrective action as necessary to correct this deficiency during the Term of this Limited Warranty. The BUILDER is not responsible for an exact match of brick or mortar colors.



- Mortar stains on exterior brick should not be visible when viewed from a distance of 20 feet. BUILDER will take corrective action as necessary to correct this deficiency during the Term of this Limited Warranty.



- Exterior brick and stone walls should be constructed and flashed according to prevailing building code to prevent water penetration to the interior of the structure under normal weather conditions. BUILDER will take corrective action as necessary to correct this deficiency during the Term of this Limited Warranty; **except for water penetration due to external factors such as extreme weather conditions or sprinkler systems.**

**Wood and Wood Composite Siding**

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



- Bows exceeding 1/2 inch in 32 inches are considered excessive. BUILDER will replace bowed siding and finish the replacement siding to match the existing siding as closely as practical within the Term of this Limited Warranty.



- Gaps wider than 3/16 inch between adjacent pieces of siding or siding panels and other materials are considered excessive. BUILDER will repair gaps within the Term of this Limited Warranty. If the siding is painted, BUILDER will paint the new caulking to match the existing siding as closely as possible; however, an exact match cannot be achieved.



- Siding courses should not be more than 1/2 inch off parallel with contiguous courses in any 20-foot measurement. BUILDER will repair siding courses to meet this performance standard within the Term of this Limited Warranty.



- Siding face nails driven below the surface of wood composite siding is considered a deficiency unless it was driven in accordance with the manufacturer's installation instructions. BUILDER will fill nail hole gap with filler during the Term of this Limited Warranty. The touch up paint may not match the surrounding area.



- Siding boards that have buckled, warped or cupped and project more than 3/16 inch in 5 1/2 inches are considered a deficiency. BUILDER will repair or replace boards, as appropriate, within the Term of this Limited Warranty.



- Splits in siding boards that are wider than 1/8 inch and longer than 1 inch are considered excessive. BUILDER will repair splits in siding boards by filling with appropriate filler during the Term of this Limited Warranty. Touch up paint may not match the surrounding area.



- Siding shall not delaminate. BUILDER will take corrective action, as required, during the Term of this Limited Warranty; unless the delamination was caused by OWNER'S actions or negligence.



- Nail stains exceeding 1/2 inch from the nail, which are readily visible from a distance of more than 20 feet, are considered a deficiency. BUILDER will remove the nail stains, as required, during the Term of this Limited Warranty.

### Aluminum or Vinyl Siding

Any color siding, when exposed to the ultraviolet rays of the sun, will fade. Fading cannot be prevented by the BUILDER. However, panels installed on the same wall and under the same conditions should fade at the same rate. The OWNER should contact the manufacturer with questions or claims regarding changes in color of vinyl or aluminum siding.



- Bows, waves or similar distortions exceeding 1/2 inch in 32 inches are considered excessive. BUILDER will reinstall or replace the defective siding, as appropriate, during the Term of this Limited Warranty.



- Siding trim shall not separate from the home by more than 1/4 inch. BUILDER will reinstall trim as necessary during the Term of this Limited Warranty to meet this standard.



- Siding courses more than 1/2 inch off parallel in 20 feet with a break such as an eave or wall opening are considered excessive. BUILDER will reinstall siding as necessary during the Term of this Limited Warranty to meet this standard.



- No nail heads should be exposed in the field of the siding. BUILDER will install trim or trim accessories as necessary to avoid visible face nailing during the Term of this Limited Warranty.



- Siding trim accessories shall not separate from caulking at windows or other wall openings. **ONE TIME ONLY** during the Term of this Limited Warranty, BUILDER will repair or re-caulk, as necessary, to eliminate the separation.



- Spacing between siding and accessory molding should be 1/4 inch, or as prescribed in the manufacturer's installation instructions. BUILDER will correct deficient spacing, as required, during the Term of this Limited Warranty.



- The BUILDER will ensure that the appropriate trim/accessory is installed according to manufacturer's guidelines to eliminate potentially revealing site cuts. If cuts in siding panels are so uneven that they are not concealed by trim, the BUILDER will replace the panel.

## Cement Board Siding



- As a cement product, this siding is susceptible to the same characteristic limitations as other cement products. Cracks more than 2 inches in length and 1/8 inch in width are considered excessive. BUILDER will **ONLY** take corrective action, as necessary, to repair or replace chips, cracked, or dented cement board if they are listed on the Punch List during the PreClosing Walk-Through.



- Siding should be nailed flush and perpendicular per the manufacturer's instructions. Staples should not be used. The BUILDER will correct or repair improperly fastened boards. Overdriven nail heads or nails driven at an angle can be filled with siding manufacturer's specified product.

## Stucco

Exterior stucco walls may not match when applied on different days or under different environmental conditions. Stucco finishes are unique and an exact match of color texture, or both, may not be practical; therefore, the BUILDER is not responsible for an exact match.



- Cracks in exterior stucco wall surfaces shall not exceed 1/8 inch in width. **ONE TIME ONLY** during the Term of this Limited Warranty, BUILDER will repair stucco cracks, as necessary, to meet this standard. Caulking and touch up painting are acceptable repair techniques. **BUILDER is not responsible for achieving an exact color or texture match.**



- The coating shall not separate from the base on an exterior stucco wall. BUILDER will correct this deficiency, as required, during the Term of this Limited Warranty. BUILDER is not responsible for achieving an exact color or texture match.



- Lath should not be visible through or protrude through any portion of the stucco surface. BUILDER will correct this deficiency, as required, during the Term of this Limited Warranty. BUILDER is not responsible for achieving an exact color or texture match.



- Rust marks on the stucco surface are considered excessive if more than 5 marks measuring more than 1 inch long occur per 100 square feet. BUILDER will repair, replace, or seal the rusted areas of the wall, as required, during the Term of this Limited Warranty.



- Stucco walls should be constructed and flashed to prevent water penetration to the interior of the structure under normal weather conditions. BUILDER will make necessary repairs to prevent water penetration due to a stucco system failure during the Term of this Limited Warranty. BUILDER is not responsible for water penetration resulting from extreme weather conditions (e.g. heavy rain, strong wind conditions) or sprinkler systems.

### Exterior Trim



- Joints between exterior trim elements, including siding and masonry, shall not be wider than 1/4 inch and shall exclude the elements. BUILDER will repair open joints to meet this standard within the Term of this Limited Warranty. Caulking is an acceptable repair.



- Splits wider than 1/8 inch and longer than 1 inch in trim boards is considered excessive. BUILDER will repair excessive splits by filling them with durable filler within the Term of this Limited Warranty. Touch-up painting may not match the surrounding area.



- Bows and twists in trim boards exceeding 3/8 inch in 8 feet are considered excessive. BUILDER will repair excessive bows or twists by refastening or replacing deformed boards within the Term of this Limited Warranty. Touch-up painting may not match the surrounding area.



- Trim boards that are cupped in excess of 3/16 inch in 5½ inches are considered deficient. BUILDER will repair excessive cupping by refastening or replacing deformed boards within the Term of this Limited Warranty. Touch-up painting may not match the surrounding area.

### Exterior Paint, Stain and Varnish

Fading of Exterior paints and stains is common. The BUILDER is not responsible for common fading.



- Exterior paints and stains shall not peel or flake. BUILDER will repair, as appropriate, exterior paint or stain that has peeled, developed an alligator pattern, or blistered within the Term of this Limited Warranty. BUILDER will attempt to match the color as closely as practical when viewed under normal lighting conditions from a distance of 20 feet.



- Paint or stain overspray on surfaces not intended for paint or stain visible from 6 feet under normal lighting conditions is considered a deficiency. BUILDER will clean the affected surfaces within the Term of this Limited Warranty, unless the paint or stain overspray is a result of OWNER'S actions.

### FIREPLACES

If you have an “insert” fireplace, refer to and follow the manufacturer's instructions. Small water leaks, small amounts of water or the dripping of water down the fireplace flue during a rainstorm are not considered a deficiency. Rust on the fireplace damper is a common condition and is **NOT** covered under this Limited Warranty. Firebox paint that becomes cracked or discolored is a normal occurrence and is **NOT** covered under this Limited Warranty. Firebrick or mortar joint cracks from normal fires are to be expected and are **NOT** covered under this Limited Warranty.



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



- A masonry chimney may not separate from the main structure of the home by more than 1/2 inch in any 10 foot vertical measurement. BUILDER will repair gaps caused by separation that exceed this standard during the Term of this Limited Warranty. Caulking is an acceptable form of repair unless the separation is due to a structural failure of the chimney foundation itself.

### FLOOR COVERINGS

#### Carpeting

Carpet has a tendency to loosen in damp weather and tighten again in dry weather. This stretching and contracting is normal and is specifically **NOT** covered by this Limited Warranty. It is not unusual for carpet seams to be visible; this is **NOT** a deficiency under this Limited Warranty. Fading of the carpet's color is a normal process and is specifically **NOT** covered under this Limited Warranty. Carpet spots or discoloration will **ONLY** be addressed by the BUILDER if it was noted on the Punch List during your Pre-Closing Walk-Through.



- Visible gaps at seams are considered a deficiency. BUILDER will correct visible gaps at seams, as appropriate, during the Term of this Limited Warranty. The BUILDER is not responsible for dye lot variations, discontinued carpet or unavailability of specific carpeting if replacements are necessary.



- Wall-to-wall carpeting shall not unfasten, loosen, or separate from the carpet's points of attachment. BUILDER will re-stretch or re-secure carpeting to meet this standard during the Term of this Limited Warranty.



- Carpeted areas shall not have dead spots or voids in the padding areas below the carpet surface. BUILDER will repair or replace the padding in the affected area, as appropriate, during the Term of this Limited Warranty. Since carpet padding comprises a number of materials of various densities and feel, there may be an inconsistent "feel" even with adequate padding coverage.

### Hardwood

Cosmetic damage (e.g. nicks, scratches, gouges, etc.) visible from a standing position will **ONLY** be addressed by the BUILDER if it was noted on the Punch List during your Pre-Closing Walk-Through.

Gaps between hardwood floor boards appearing after installation may be caused by fluctuations in the relative humidity in the house. This is a common phenomenon caused by seasonal fluctuations in relative humidity and by significant shifts in humidity in different parts of the home. Gaps between floor boards exceeding 1/8 inch will **ONLY** be addressed by the BUILDER if it was noted on the Punch List during your Pre-Closing Walk-Through. The OWNER is responsible for maintaining proper humidity levels in the home after settlement/closing. Gaps between floor boards are **NOT** covered under this Limited Warranty.

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



- Cupping or crowning in hardwood floor boards shall not exceed 1/16 inch in height in a 3 inch maximum span; measured perpendicular to the long axis of the floor board. BUILDER will take corrective action, as appropriate, during the Term of this Limited Warranty if the cupping or crowning was caused by factors within the BUILDER'S control. **Cupping or crowning due to OWNER not properly maintaining the floor or due to OWNER not maintaining proper humidity levels and moisture conditions in the home are NOT covered under this Limited Warranty.**



- Lippage greater than 1/16 inch along the joints of the floor boards is considered excessive. BUILDER will repair the lippage in the affected areas, as appropriate, within the Term of this Limited Warranty if the lippage was caused by elements within the BUILDER'S control. **Lippage due to OWNER not properly maintaining the floor or due to OWNER not maintaining proper humidity levels and moisture conditions in the home are NOT covered under this Limited Warranty.**





- A wood floor should not be out of square more than 1/2 inch along the diagonal of a triangle with sides of 12 feet and 16 feet along the edges of the floor. BUILDER will make the necessary modifications in the most practical manner to any floor that does not comply with this standard withing the Term of this Limited Warranty. Squareness is primarily an aesthetic consideration. Regularly repeating patterns on floors show a gradual increasing or decreasing pattern along an out-of-square wall. The tolerance of plus or minus 1/2 inch in the diagonal allows a maximum increasing or decreasing portion of approximately 3/8 inch in a 12 foot wall of a 12 by 16 foot room.



- The top coating on hardwood flooring should not peel. BUILDER will repair or replace the affected board(s) during the Term of this Limited Warranty. The BUILDER cannot guarantee a perfect match between replaced hardwood boards and the surrounding flooring.



- Hardwood flooring should not buckle under normal conditions and usage. BUILDER will repair the affected area, as required, during the Term of this Limited Warranty if the buckling was caused by elements within the BUILDER'S control. Wood floors are susceptible to the presence of high levels of moisture. **Buckling results from water or high levels of moisture coming into contact with the flooring. Controlling excess water during cleaning or from other sources is the OWNER'S responsibility. Buckling caused by the OWNER'S actions or negligence is NOT covered under this Limited Warranty.**



- Hardwood flooring should not release from the substrate under normal conditions and usage. BUILDER will repair the affected area, as required, during the Term of this Limited Warranty if the lifting was caused by elements within the BUILDER'S control.



- Splinters and splinters shall not be visible in hardwood flooring. BUILDER will repair the flooring in the affected area, as required, during the Term of this Limited Warranty.



- Voids that are readily visible from a standing position under normal lighting conditions are considered excessive. BUILDER will repair the floor finish in the affected area(s), as appropriate, during the Term of this Limited Warranty.

### Resilient/Vinyl Floors

The patterns or corners of vinyl and resilient floors should be aligned to within 1/8 inch. BUILDER will correct to meet the performance guidelines during the Term of this Warranty.



- Visible nail pops on vinyl flooring are a deficiency. BUILDER shall repair or replace flooring, as necessary, during the Term of this Limited Warranty. **BUILDER cannot guarantee an exact match when replacing flooring and is not responsible for discontinued patterns or for color variations.**



- Vinyl flooring shall not loose adhesion with the substrate or underlayment. BUILDER shall repair or replace vinyl flooring, as required, during the Term of this Limited Warranty. BUILDER cannot guarantee an exact match when replacing flooring and is not responsible for discontinued patterns or for color variations.



- Seams and shrinkage gaps in vinyl flooring in excess of 1/32 inch in width are considered a deficiency. Where dissimilar materials abut, the gaps shall not exceed 1/16 inch. BUILDER will repair or replace the affected flooring, as appropriate, during the Term of this Limited Warranty. BUILDER cannot guarantee an exact match when replacing flooring and is not responsible for discontinued patterns or for color variations.



- Bubbles in vinyl flooring that protrude higher than 1/16 inch from the floor are considered excessive. BUILDER will repair the flooring in accordance with the manufacturer's recommendations during the Term of this Limited Warranty.



- Yellowing on the surface of vinyl flooring resulting from improper installation or a manufacturing defect is considered a deficiency. BUILDER will repair or replace the affected flooring, as appropriate, during the Term of this Limited Warranty. Yellowing caused by the OWNER'S improper use or inadequate maintenance of the flooring is NOT covered under the Limited Warranty.



Readily apparent depressions or ridges exceeding 1/8 inch are considered a deficiency. The ridge or depression measurement is taken at the end of a 6 inch straightedge centered over the depression or ridge with 3 inches of the straightedge held tightly to the floor on one side of the affected area. The measurement will be taken under the straightedge to determine the depth of the depression or height of the ridge. BUILDER shall take corrective action, as necessary, to meet this standard during the Term of this Limited Warranty. BUILDER cannot guarantee an exact match when replacing flooring and is not responsible for discontinued patterns or for color variations.



- Resilient floor tiles shall be securely attached to the substrate and not come loose. BUILDER will reattach loose resilient floor tiles to the substrate during the Term of this Limited Warranty. The old adhesive will be removed if necessary to re-secure the tiles.

## Tile, Brick, Marble and Stone



- Tile, brick, marble, or flagstone flooring that cracks or becomes loose as a result of a problem with the underlayment or the sub-floor is considered a deficiency. BUILDER will replace the broken flooring material during the Term of this Limited Warranty; however, BUILDER shall not be responsible for replacing flooring that was damaged by the OWNER'S actions or negligence. BUILDER is not responsible for color/pattern variations or discontinued patterns.



- Cracks in the grouting of tile joints that result in loose tiles or gaps in excess of 1/16 inch are considered excessive. **ONE TIME ONLY** during the Term of this Limited Warranty, BUILDER will repair grout that does not meet this standard. BUILDER is not responsible for grout color variations in the repaired area or for discontinued grout colors.



- Lippage greater than 1/16 inch is considered excessive, except where the materials are designed with irregular height (such as handmade tiles or tiles larger than 13 x 13 inches). BUILDER will repair excessive lippage in the affected area during the Term of this Limited Warranty. BUILDER is not responsible for grout color variations or for discontinued grout colors.



- After the grout or mortar has cured, any color variation that is readily visible from a standing position facing the surface at a distance of 6 feet under normal lighting conditions is considered excessive. **ONE TIME ONLY** during the Term of this Limited Warranty, BUILDER will repair grout that does not meet this standard; however, BUILDER is not responsible for repairing discolorations to the grout due to OWNER'S actions or negligence (e.g. allowing liquids like red wine or grape juice to absorb into the grout) . BUILDER is not responsible for grout color variations in the repaired area or for discontinued grout colors.

### **HEATING, AIR CONDITIONING, HUMIDITY CONTROL, AND VENTILATION**

Condensate drain lines will clog under normal conditions. The BUILDER shall provide clean and unobstructed condensate drain lines at the time of settlement or closing. Continued maintenance of the condensate drain line is a homeowner responsibility.

The temperature or humidity of the home may change when the central vacuum system is operated. Most central systems expel air to the outside. This results in a partial vacuum that causes outside air to be drawn into the home to make up for the expelled air. The introduction of unconditioned outside air may well be perceptible.

A temperature difference of several degrees Fahrenheit can be expected between rooms due to a number of factors, including registers that have been partially or completely closed, the number of people in a room (even when sleeping), the number of appliances, even those that are ostensibly off, the amount of glass in the room, the number of and extent of exterior walls, the sun exposure at the time, and the temperature difference between inside and outside. When the temperature difference is relatively low in hot humid climates, humidity can increase to give the perception of an increase in temperature. The BUILDER will correct the flow of air to rooms to bring the flow into accordance with the prevailing building code.

**Heating**

- The heating system should produce an inside temperature of 70 degrees Fahrenheit when measured in the center of each room at a height of 5 feet above the floor under local outdoor winter design conditions. National, state or local energy codes supersede this standard where such codes have been adopted. BUILDER will correct the heating system to provide the required temperature in accordance with this standard, or applicable code requirements, during the Term of this Limited Warranty. OWNER is responsible for balancing dampers and registers.



- Radiant floor has cold spots. BUILDER shall ensure the radiant floor was installed according to the manufacturer's instructions. A normally operating radiant floor system may include cold spots in perimeter areas and in areas between heating sources.

**Air Conditioning System**

- The air conditioning system shall be able to maintain an inside temperature of 78 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor under local outdoor summer design conditions. When the outside temperature exceeds 95 degrees Fahrenheit, the system will keep the inside temperature 15 degrees Fahrenheit cooler than the outside temperature. National, state, or local codes will supersede this standard where such codes have been adopted. BUILDER will correct the air conditioning system to provide the required temperature in accordance with applicable code requirements during the Term of this Limited Warranty.



- Refrigerant lines and fittings shall not leak. BUILDER will repair leaking refrigerant lines and recharge the air conditioning unit during the Term of this Limited Warranty, unless the damage was caused by OWNER'S actions or negligence.



- The air handler or furnace vibrates. These units shall be installed in accordance with the manufacturer's instructions and prevailing building codes. BUILDER will correct issues/items not complying with the manufacturer's instructions or code requirements during the Term of this Limited Warranty. Some vibration may occur with the normal flow of air when air handlers and furnaces are installed correctly. Debris in the furnace or air handler could cause the unit to become out of balance and vibrate. It is the OWNER'S responsibility to keep the units clean.



- Moisture can be expected to condense and/or freeze on the exterior surfaces of air handlers, lines, and ducts when the air temperature is different from the surface temperature. The BUILDER will correct issue only when the condensation is directly attributed to faulty installation.

**Ducts and Airflow**

- The ductwork makes noises. Ductwork will be constructed and installed in accordance with applicable mechanical code requirements. Ticking or crackling

sounds caused by the metal's movement are common and are not considered a deficiency. Ductwork that produces excessively loud noises commonly known as "oil canning" is considered a deficiency. BUILDER will take action, as appropriate, to ensure ductwork is installed in accordance with applicable mechanical code requirements and eliminate oil canning during the Term of this Limited Warranty.



- There is airflow noise at incorrectly installed registers. BUILDER will ensure registers are installed according to the manufacturer's instructions during the Term of this Limited Warranty. However, under certain conditions properly installed registers can have noise associated with the normal flow of air.



- Ductwork shall not separate or become detached. BUILDER will reattach and secure all separated or unattached ductwork during the Term of this Limited Warranty.



- Ductwork should be installed according to the manufacturer's instructions and the applicable mechanical code to ensure sufficient air flow to registers. BUILDER will correct insufficient airflow to registers in an improperly installed ductwork system during the Term of this Limited Warranty. However, if the airflow is adequate to properly condition the room, no corrective action is required by the BUILDER.

### **Ventilation**



- Kitchen or bath fans are allowing air infiltration. BUILDER will take corrective action, as required, if kitchen and bath fans are not installed in accordance with the manufacturer's instructions, applicable code requirements, and don't perform in accordance with the manufacturer's specifications during the Term of this Limited Warranty. It is possible for outside air to enter a home through a ventilation fan. The dampers in most fans do not seal tightly. Additionally, dampers may become lodged open due to animal activity, or the accumulation of grease, lint, and other debris. The maintenance of ventilating fans is an OWNER responsibility.



- Registers and vents should not protrude from a smooth, rough, or texture wall or ceiling surface more than 1/16 inch. Some texture wall finishes may not allow a register to be installed flush. The BUILDER will correct to meet the prevailing building code.

### **INSULATION SYSTEM**

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



- Insulation not installed in accordance with local building code requirements or according to R-values designated in the contract is considered a deficiency. BUILDER shall provide insulation, as required, to meet these requirements within the Term of this Limited Warranty. **In the case of dispute, the cost for**

investigating and restoring areas to their prior condition is to be borne by the OWNER if it is found that the standard has been met by the BUILDER.

## INTERIOR CONSTRUCTION

### Ceramic Tile



- Cracks in grout lines that result in loose tiles or gaps in excess of 1/16 inch will be repaired by the BUILDER during the Term of this Limited Warranty. BUILDER is not responsible for an exact match of grout material or discontinued grout colors.

### Mirrors and Shower Doors

The BUILDER will install Mirrors as specified by Manufacturer.



Mirrors will not come loose from wall or fittings during the Term of this Limited Warranty. BUILDER will secure any mirrors, installed by BUILDER, that come loose during the Term of this Limited Warranty.



Mirrors will not lose the metallic backing, thereby causing mirror to not reflect during the Term of this Limited Warranty. Only defective mirrors, installed by BUILDER will be replaced by BUILDER.

**Mirror scratches or blemishes are NOT the responsibility of BUILDER unless noted on the Pre-Closing Walkthrough Punch List Form.**

The BUILDER will install Shower Doors as specified by Manufacturer.



- Shower doors will not slide or roll open or closed as a result of gravity.

**Scratches, blemishes, dents or discoloration of Shower Doors or Shower Door Frames are NOT the responsibility of the BUILDER unless noted on the Pre-Closing Walkthrough Punch List Form.**

### Drywall

Minor paint touch ups must be noted on the Punch List during the Pre-Closing Walk-Through. OWNER assumes full responsibility should lumps, ridges and nail pops occur after OWNER has wall covering installed by others.



- Drywall cracks that exceed 1/16 inch in width are considered a deficiency and the BUILDER will take corrective action, as necessary, **ONE TIME ONLY** during the Term of this Limited Warranty. **Drywall cracks will ONLY be addressed during the 11-Month Term Walkthrough.**



- Nail pop, blister or other blemish visible on a finished wall or ceiling from a distance of 6 feet under normal lighting conditions is considered a deficiency. The BUILDER will take corrective action, as necessary, **ONE TIME ONLY** during the Term of this Limited Warranty. **Nail pops, blisters, or other visible blemishes or flaws will ONLY be addressed during the 11-Month Term Walkthrough.**



- Blisters in drywall tape joints, excess compound in joints, trowel marks and cracked or exposed corner beads are considered a deficiency. BUILDER will take corrective action, as required, **ONE TIME ONLY** during the Term of this Limited Warranty. **These deficiencies will ONLY be addressed during the 11-Month Term Walkthrough.**



- Any drywall joints that are visible from a standing position facing the surface at a distance of 6 feet under normal lighting conditions are considered excessive. BUILDER will repair visible joints not meeting this standard, **ONE TIME ONLY**, during the Term of this Limited Warranty.



- Any texture variations of gypsum wallboard that are readily visible from a standing position facing the surface at a distance of 6 feet under normal lighting conditions are considered excessive. BUILDER will repair visible texture variations not meeting this standard, **ONE TIME ONLY**, during the Term of this Limited Warranty.

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

Uneven Angular gypsum wallboard joints is a common condition and NOT covered under this Limited Warranty.

Since randomly applied materials are applied it is a common condition for sprayed or textured ceilings to have uneven textures, so this is NOT covered under this Limited Warranty,

### **Paint and Stain**

The BUILDER will retouch walls, ceilings or trim surfaces as noted on the Punch List at the Pre-Closing Walk-Through, if they are visible from a distance of 6 feet under normal lighting conditions. BUILDER is not responsible for exact match in color or texture. If you perform any paint touch-ups, be aware that the touch-up may not match the surrounding area exactly, even if the same paint mix is used. The specifications for the paint used in your home may be provided to you by your BUILDER via your selection sheet.

Resin may have bled through the paint on interior trim. This is a common condition that can be expected to occur with natural materials such as wood and is NOT the responsibility of the BUILDER.



- Wall, ceiling, and trim surfaces that are painted shall not show through new paint when viewed from a standing position facing the surface at a distance of 6 feet under normal lighting conditions. BUILDER will recoat the affected area(s) as necessary during the Term of this Limited Warranty. BUILDER will match the paint as close as is practical.



- Brush and roller marks should not be readily visible on interior painted surfaces when viewed from a standing position facing the surface at a distance of 6 feet under normal lighting conditions. BUILDER will refinish the affected area(s) as necessary during the Term of this Limited Warranty. BUILDER will match the paint as close as is practical. However, BUILDER shall not be required to remove brush and roller marks caused by OWNER.



- Paint spatters on walls, woodwork, floors, or other interior surfaces shall not be visible when viewed from a standing position facing the surface at a distance of 6 feet under normal lighting conditions. BUILDER will remove paint spatters to meet this standard during the Term of this Limited Warranty. BUILDER will match the paint as close as is practical in those areas requiring touch-up painting. However, BUILDER shall not be required to remove paint spatters caused by OWNER.



- Lap marks shall not be readily visible on interior painted or stained areas when viewed from a standing position facing the surface at a distance of 6 feet under normal lighting conditions. BUILDER will refinish lap marks to meet this standard during the Term of this Limited Warranty. BUILDER will match the paint or stain as close as practical in those areas requiring refinishing. However, BUILDER shall not be required to refinish lap marks caused by OWNER.

### Wallpaper



- Wallpaper installed by BUILDER shall not peel or separate from walls. BUILDER will reattach or replace the loose wall covering during the Term of this Limited Warranty. However, BUILDER shall not be responsible for repairing peeling wallpaper caused by OWNER's actions.



- Patterns in wallpaper shall match. BUILDER will correct wallpaper mismatches to meet this standard during the Term of this Limited Warranty. However, some wallpaper has patterns that do not need to be matched. BUILDER is not responsible for discontinued wallpaper patterns.

## INTERIOR STAIRS



- The maximum vertical deflection of an interior stair tread will not exceed 1/8 inch at 200 pounds of force. BUILDER will repair the stair, as necessary, to meet this standard during the Term of this Limited Warranty.





- Gaps between stair risers, treads, and/or skirts that are designed to be flush shall not exceed 1/8 inch in width. BUILDER will repair or replace the affected part(s) as necessary to meet this standard during the Term of this Limited Warranty. The use of filler is an appropriate method of filling gaps.



- Loud squeaks caused by a loose stair riser or tread are considered excessive; however, totally squeak proof stair risers or treads cannot be guaranteed. BUILDER will refasten any loose risers or treads, or take other reasonable and cost effective corrective action, to eliminate squeaking without removing treads or ceiling finishes during the Term of this Limited Warranty.



- Gaps between stair railing parts will not exceed 1/8 inch in width. BUILDER will ensure that individual railing parts are securely mounted and any remaining gaps will be filled or the parts will be replaced to meet this standard during the Term of this Limited Warranty.



- Interior stair railings will be installed to meet required rigidity requirements in accordance with applicable building codes. BUILDER will secure, as necessary, any stair railing parts that loosen with normal use to meet this standard during the Term of this Limited Warranty. However, BUILDER shall not be required to repair stair railings that become loose due to OWNER'S actions or negligence.

## **LANDSCAPING**

OWNER is responsible for maintaining the sodded/seeded lawn and the newly installed landscaping through proper watering and maintenance. OWNER is responsible for moving, transplanting, maintaining and returning any grass, plants, or trees that are located in an area where repair work (e.g. grading, etc) must be undertaken by BUILDER. Outdoor plants moved to accommodate work are the responsibility of OWNER.

## **MOLD**

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

Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If

moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.

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

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

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

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

If you have any questions or concerns regarding mold, or eliminating mold, contact your BUILDER prior to conducting any mold remediation procedures to prevent spoliation of mold evidence.



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

## **PLUMBING**

The BUILDER will **ONLY** take corrective action to repair chips, scratches or cracks in fixtures that are noted on the Punch List generated during the Pre-Closing Walk-Through. BUILDER is not responsible for staining of plumbing fixtures due to high iron, manganese, and other mineral content in water. OWNER is responsible for worn washers, worn seals and clogged water filters.

The plumbing system shall be designed in accordance with the prevailing plumbing code. It should deliver water at the expected water pressure based on the pressure supplied to the home. The BUILDER has no control over the pressure supplied from a public source or a (well) supplied by the OWNER. Low water pressure may also be a condition created by the low flow requirements on some plumbing fixtures.

A sewer odor should not be detectable inside the home under normal conditions. It is the OWNER's responsibility to keep the plumbing traps filled with water. Extended non-use of a water fixture can allow the water in its trap to evaporate, thus providing a path for sewer gases to enter the home. Depending on humidity conditions, the OWNER should fill traps by adding a quart of water to bathtubs, laundry tubs, and the like that are not used regularly, approximately every couple of months. The BUILDER will correct if necessary to meet the performance guideline.

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

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

### **Water Supply System**



- No leaks of any kind shall exist in any water pipe, valve, or fitting. BUILDER will repair any leaks during the Term of this Limited Warranty.



- Drain, waste, vent and water pipes will be adequately protected to reduce the possibility of freezing at the design temperature and based on prevailing building or plumbing codes. BUILDER will correct situations that do not meet the applicable code during the Term of this Limited Warranty. The OWNER is responsible for draining or otherwise protecting pipes and exterior faucets exposed to freezing temperatures.



- The water supply system shall have connections to the municipal main water supply system so as to deliver water to the home. BUILDER will repair the water supply system if the failure is a result of improper installation or failure of materials during the Term of this Limited Warranty. BUILDER is not responsible for disruptions to the water supply system caused by conditions beyond the BUILDER'S control.



- Water pipes shall not make a pounding noise called "water hammer" (which is a hammering or stuttering sound in a pipeline). BUILDER will take actions as necessary to eliminate the water hammer sound during the Term of this Limited Warranty. However, BUILDER is not required to eliminate all noise caused by the normal flow of water and expansion and contraction of the pipes.

### Plumbing Fixtures

BUILDER will only address defective plumbing fixtures, appliances or trim fittings if they are noted on the Punch List generated during the Pre-Closing Walk-Through.

Cosmetic damage (e.g. nicks, chips, scratches, etc.) to any plumbing fixture (e.g. shower and bathtub surface, sinks, faucets, etc.) listed on the Punch List generated during the Pre-Closing Walk-Through will be addressed by the BUILDER. These conditions will **NOT** be covered under this Limited Warranty.



- A faucet shall not leak as a result of defects in material or workmanship. BUILDER will repair or replace the leaking faucet during the Term of this Limited Warranty.



- The bathtub and showers shall not leak. BUILDER will repair bathtub and shower leaks as necessary during the Term of this Limited Warranty. OWNER is responsible for maintaining caulk seals after closing/settlement of the home.



- The bathtub or shower enclosure flexes excessively. BUILDER will inspect the bathtub or shower enclosure and, if necessary, repair the base if the bathtub or shower enclosure was not installed according to the manufacturer's instructions during the Term of this Limited Warranty.



- Plumbing lines and fixtures should deliver hot water at a temperature that is similar to the temperature as it leaves the hot water source, given the normal heat loss experienced when water travels from the source to the fixture. BUILDER will correct the plumbing lines and/or adjust the fixtures, as necessary, to meet this standard during the Term of this Limited Warranty. Some fixtures include anti-scald safety devices that may restrict the fixture's ability to deliver water as hot as an OWNER may desire, which is beyond the BUILDER'S control. The time it takes for hot water to arrive at the fixture is also driven by the distance of a fixture from the hot water source.

### Sanitary Sewer or Septic System



- Wastewater fixtures and pipes should not clog due to improper installation. BUILDER will correct problems caused by improper installation during the Term

of this Limited Warranty. However, BUILDER is not responsible for repairing clogs caused by OWNER'S actions or negligence.



- Failure of a properly installed septic system to operate as designed is considered a deficiency. BUILDER will correct problems with an improperly installed septic system during the Term of this Limited Warranty. However, BUILDER is not responsible for repairing problems caused by OWNER'S actions or negligence. OWNER's actions that constitute negligence include but are not limited to: (1) connecting sump pump, roof drains, or backwash from a water conditioner into the system; (2) placement of non-biodegradable items into system; (3) use of garbage disposal not supplied or approved by BUILDER; (4) placing non-permeable surfaces over the disposal area of the system; (5) allowing vehicles to drive or park over the disposal area of the system; (6) failure to pump out the septic tank periodically, as required; (7) usage that exceeds the system's design standards; (8) lack of vegetation maintenance over the drain fields; and (9) allowing water to pond over the disposal area.

## **ROOFING AND GUTTERS**

### **Roof Structure**



- Roof ridge beam deflection greater than 1 inch in 8 feet is considered excessive. BUILDER will repair affected ridge beams that do not meet this standard during the Term of this Limited Warranty.



- Rafter or ceiling joist bows greater than 1 inch in 8 feet is considered a deficiency. BUILDER will repair affected rafters or joists that bow in excess of this standard during the Term of this Limited Warranty.



- Roof trusses and other manufactured structural roof components in the roof system will be sized according to the manufacturer's specifications and prevailing building codes. BUILDER will reinforce or modify, as necessary, any roof truss or other manufactured structural roof components in the roof system that don't comply with this standard during the Term of this Limited Warranty. Deflection is a normal condition that is considered part of the engineering design of the roof trusses and other manufactured structural roof components. Deflection may be an aesthetic consideration independent of the strength and safety requirements of the product.

### **Roof Sheathing**



- Roof sheathing shall not bow more than 1/2 inch in 2 feet. BUILDER will straighten bowed roof sheathing as necessary to meet this standard during the Term of this Limited Warranty. The BUILDER may install blocking between framing members to straighten the sheathing.

**Roof Coverings**

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

Shading or shadowing pattern differences may occur on a new shingle roof. Staining on shingles is unavoidable. Black stains are indicative of mold that is unavoidable even when stain resistant shingles are installed. Whitish stain can be caused by chemicals in the metals of roof vents or the surrounding metal of pipes leaching onto the roof. This is normal and NO corrective action is required by the BUILDER.

Asphalt shingle edges and corners that curl or cup are conditions covered under the manufacturer’s warranty. No corrective action is required by BUILDER.



- Roofs and flashing shall not leak under normal conditions. BUILDER will repair any verified roof or flashing leaks not caused by ice buildup, leaves, debris, abnormal weather conditions, or OWNER’S actions or negligence during the Term of this Limited Warranty. It is the OWNER’S responsibility to keep the roof drains, gutters, and downspouts free of ice and debris.



- Shingles have blown off. Shingles shall be installed per the manufacturer’s installation instructions and shall perform in accordance with the manufacturer’s warranty. BUILDER will repair or replace shingles in the damaged area that were not installed per the manufacturer’s installation instructions during the Term of this Limited Warranty. BUILDER is not responsible for an exact match between the existing shingles and the replacement shingles. However, shingles that blow off during wind events in excess of the manufacturer’s design and installation instructions (e.g. hurricanes, severe storms, etc.) are NOT covered under this Limited Warranty.



- Shingles are not horizontally aligned. Shingles should be installed according to the manufacturer’s installation instructions. BUILDER will remove shingles that do not meet the manufacturer’s installation instructions and will repair or replace them with new shingles during the Term of this Limited Warranty. BUILDER is not responsible for an exact match between the existing shingles and the replacement shingles.



- Asphalt shingles shall overhang the roof edges by at least 1/4 inch and not more than 3/4 inch unless the manufacturer’s instructions indicate otherwise. BUILDER will reposition or replace shingles that don’t meet this standard, as necessary, during the Term of this Limited Warranty.



- Asphalt shingle surfaces shall not buckle higher than 1/4 inch. BUILDER will replace the affected shingles to meet this standard during the Term of this Limited Warranty. BUILDER is not responsible for an exact match between the existing shingles and the replacement shingles.



RC6

- Sheathing nails shall not loosen from the roof sheathing so as to raise shingles from the surface. BUILDER will repair all affected areas as necessary to meet this standard during the Term of this Limited Warranty. BUILDER is not responsible for an exact match between the existing shingles and the replacement shingles.



RC7

- Roofing nails and fasteners shall not be exposed at the ridge or hip of the roof. BUILDER will seal and/or repair areas with exposed roofing nails or fasteners to meet this standard during the Term of this Limited Warranty.



RC8

- Holes from construction activities are found on the roof surface. BUILDER will repair or replace the affected shingles to meet this standard during the Term of this Limited Warranty. BUILDER is not responsible for an exact match between the existing shingles and the replacement shingles. **BUILDER is not responsible for holes in the roof surface due to OWNER'S actions or negligence.**



RC9

- Water shall not become trapped under membrane roofing. BUILDER will repair or replace roofing as necessary to meet this standard during the Term of this Limited Warranty.



RC10

- Water shall drain from a flat roof, except for minor ponding, within 24 hours of a rainfall. Minor ponding will not exceed 3/8 inch in depth. BUILDER will take corrective action, as required, to meet this standard during the Term of this Limited Warranty.

## Gutters and Downspouts



GD1

- Gutters and downspouts shall not leak. BUILDER will repair leaks in gutters and downspouts during the Term of this Limited Warranty. Sealants are an acceptable method of repair.



GD2

- Gutters should not overflow during normal rain. BUILDER will repair the gutter if it overflows during normal rains during the Term of this Limited Warranty. However, gutters may overflow during periods of heavy rain; this is a normal condition. OWNER is responsible for keeping gutters and downspouts free from debris that could cause an overflow.



GD3

- The water level in a gutter shall not exceed 1/2 inch in depth after a rain if the gutter is unobstructed by ice, snow, or debris. BUILDER will repair the gutter, as required, to meet this standard during the Term of this Limited Warranty.

## Skylights



SL1

- A skylight that leaks is considered a deficiency if the leak is a result of improper installation. BUILDER will repair any improperly installed skylight, as required, during the Term of this Limited Warranty.

### SITE WORK



- Ground that settles around foundation walls, over utility trenches, or in other filled areas will not interfere with water drainage away from the home. **ONE TIME ONLY** during the Term of this Limited Warranty, BUILDER will fill areas that settle more than 6 inches and that affect proper drainage. It is the OWNER'S responsibility to remove, and then replace, shrubs, grass, or other landscaping, pavement, sidewalks, or other improvements affected by the placement of such fill.



- Grades and swales within the property shall ensure proper drainage within 10 feet around the home, in accordance with local jurisdiction and approved county site plans. Standing water shall not remain for more than 24 hours within 10 feet of the home following a rain, except in swales that drain other areas or in areas receiving sump pump discharge. In these areas, a longer period can be anticipated (generally no more than 48 hours). Water may stand longer following periods of heavy rains, especially when heavy rains occur on successive days. Grading determinations will not be made while frost or snow is on the ground or while the ground is saturated. BUILDER will correct improperly established grades and swales during the Term of this Limited Warranty. **BUILDER is not responsible for changes to the grading around the home as a result of OWNER'S actions (e.g. installation of landscaping, decking, patios, pools, driveways, walls, etc.).**

The BUILDER will provide reasonable means of draining water from rain, melting snow, or ice on the property and in the immediate area of the home, but the BUILDER is not responsible for water flowing from a nearby or adjacent property. The BUILDER is not responsible for soil erosion.

The BUILDER will use their best judgement in making a reasonable and cost-effective effort to preserve existing trees, shrubs, or other vegetation as predetermined by the BUILDER and OWNER, but the survival of existing landscaping cannot be guaranteed.

### SUMP PUMPS



- If included in the Sales and Purchase Contract the BUILDER is responsible only for the proper installation of the sump pump, and the initial crock or bucket cleaning.

### SWIMMING POOLS



- Swimming pool construction and design must meet or exceed the suggested minimum standards for swimming pools by the National Swimming Pool Institute and applicable building code requirements. Spa design and construction are incorporated into these standards as well.



- The BUILDER shall take whatever action necessary to insure the adequacy of the structure for purposes of maintaining. The BUILDER will provide a completed



liner with no folds or wrinkles. The BUILDER will reset faulty liner to comply with standard and will have no further responsibility thereafter. The BUILDER shall provide a liner with no cuts or tears. The BUILDER shall take whatever corrective measures necessary to insure the liner will have no tears or cuts at the time of completion of the pool.



- The BUILDER will supply mechanical equipment for pool that operates properly. The BUILDER shall provide OWNER manufacturer's warranties on all pool equipment.

## **WALLS (FRAMING)**



- Interior framed walls bowed in excess of 1/2 inch out of line within any 32-inch horizontal measurement or 1/2 inch out of line within any 8 foot vertical measurement is considered to be a deficiency. The BUILDER will repair the wall, as required, to meet this standard within the Term of this Limited Warranty.



- Walls that are more than 3/4-inch out of plumb for any 32 inches in any vertical measurement are considered to be a deficiency. The BUILDER will repair the wall, as required, to meet this standard in the Term of this Limited Warranty.



- Deflection is observed in a beam, header, girder, or other dimensional or manufactured structural member in a wall. All beams, headers, girders, and other dimensional or manufactured structural members in the wall system will be sized according to the manufacturer's specifications and applicable building codes. BUILDER will reinforce or modify, as necessary, any beam, header, girder, or other dimensional or manufactured structural member in the wall system that does not meet this standard within the Term of this Limited Warranty.

## **WINDOWS**

Scratches in glass and missing or damaged screens are specifically **NOT** covered in this Limited Warranty and will **ONLY** be addressed by BUILDER if they are noted on the Punch List during the Pre-Closing Walk-Through.



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



- Windows shall be installed in accordance with the manufacturer's specifications so that water does not intrude beyond the drainage plane of the window during normal rain conditions. Windows will resist water intrusion as specified by the window manufacturer. BUILDER will correct window leaks, as required, to meet this standard during the Term of this Limited Warranty. The OWNER is responsible for keeping weep holes clean of debris, which allows wind-driven rain to be diverted from the window sill.

## SECTION VII WINDOWS-WOOD BEAMS, COLUMNS AND POSTS



WN3

- Window grids, grilles, or muntins shall not disconnect, fall, or become out of level. **ONE TIME ONLY** during the Term of this Limited Warranty, BUILDER will repair or replace window grids, grilles, or muntins that have become disconnected, fallen or become out of level.



WN4

- Condensation between the panes of double-paned glass is considered a deficiency. BUILDER shall replace the defective glass in accordance with the manufacturer's requirements during the Term of this Limited Warranty.

## WOOD

### Beams, Columns, and Posts



WB1

- An exposed wood column, post, or beam is split. Sawn wood columns, posts, or beams shall meet the grading standard for the species used. BUILDER will repair or replace any wood column, post, or beam that does not meet the grading standard during the Term of this Limited Warranty.



WB2

- Exposed wood posts and beams that develop bows and twists exceeding  $\frac{3}{4}$  inch in an 8 foot section are considered deficient. BUILDER will repair or replace any beam or post with a bow or twist that exceeds this standard during the Term of this Limited Warranty.



WB3

- Cups in an exposed wood beam or post exceeding  $\frac{1}{4}$  inch in  $5\frac{1}{2}$  inches are considered excessive. BUILDER will repair or replace any beam or post that exceeds this standard during the Term of this Limited Warranty.

### Subfloor and Joists



SJ1

- Although a totally squeak-proof floor cannot be guaranteed, a floor squeak caused by improper installation or loose subflooring is considered a deficiency. BUILDER will re-fasten any loose subflooring or take other corrective actions to correct improperly installed subfloor to meet this standard during the Term of this Limited Warranty. The nature of wood and construction methods makes it practically impossible to eliminate all squeaks during all seasons.



SJ2

- Subfloors shall not have more than a  $\frac{1}{4}$  inch ridge or depression within any 32 inch measurement. BUILDER will correct or repair the subfloor to meet this standard within the Term of this Limited Warranty.



SJ3

- The subfloor should not slope more than  $\frac{1}{2}$  inch in 20 feet. BUILDER will make a reasonable and cost-effective effort to modify the floor to comply with this standard during the Term of this Limited Warranty. Sloped floors have both an aesthetic and functional consideration. Measurements for slope will be made across the room and not just in a small area. Crowns and other lumber characteristic that meet the standards of the applicable wood grading organization for the grade and species used are not defects. Deflections in the subfloor due to overloading by the OWNER are **NOT** covered under the Limited Warranty.



- Deflection and/or flex is observed in a floor system constructed of wood I-joists, floor trusses, or similar products. All wood I-joists and other manufactured structural components in the floor system will be sized and installed as provided in the manufacturer's instructions and applicable building codes. BUILDER will reinforce or modify, as necessary, any floor component that was not installed in accordance with the manufacturer's instructions or applicable building codes during the Term of this Limited Warranty. Some deflection and/or flex is normal and is not an indication of deficiency in the strength and safety of the product.

### **Interior Trim Workmanship**

**The following conditions will ONLY be addressed by BUILDER if noted on the Punch List created during the Pre-Closing Walk-Through:**

1. Interior trim that has hammer marks that are readily visible from a standing position facing the surface at a distance of 6 feet under normal lighting conditions.
2. Gaps at non-mitered trim and molding joints that exceed 1/2 inch in width.
3. Gaps between mitered edges in trim and molding joints that exceed 1/8 inch in width.
4. Nails and nail holes in base and trim molding shall not be readily visible from a standing position facing the surface at a distance of 6 feet under normal lighting conditions.



- Trim and molding edges at inside corners will be coped or mitered; however, square edged trim and molding may be butted. BUILDER will finish inside corners to meet this standard within the Term of this Limited Warranty.



- Splits, cracks, and checking (i.e. cracks in wood) greater than 1/8 inch in width are considered excessive. **ONE TIME ONLY** during the Term of this Limited Warranty, BUILDER will repair the affected area to meet this standard. **BUILDER is not responsible for a perfect match in the area that has been repaired or replaced.**

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# **NON-WARRANTED CONDITIONS**

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

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

## **Specific Description of Certain Non-Warranted Items**

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

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

## **General Comments**

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

## **Manufacturer's Warranties**

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

**SPECIFIC NON-WARRANTED CONDITIONS**

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

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

10. Fungus and mildew can form on a painted surface if the structure is subject to abnormal exposures, such as excessive rainfall or moisture. Often an area where no direct sunlight occurs will be subject to these conditions. Mildew and/or fungus formation is a condition that cannot be controlled by BUILDER and is an OWNER maintenance item and is specifically NOT warranted by this Limited Warranty. Whether or not OWNER experiences mold growth depends largely on how OWNER manages and maintains home. BUILDER is not responsible for any damage caused by mold, or by some other agent, that may be associated with OWNER maintenance or neglect, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects.
11. All material that is stained will have variations in color, due to the various textures in wood. Doors that have panels will sometimes dry out and leave a crack of bare wood. This is due to weather changes and other conditions, and neither color variations nor shrinkage cracks are warranted except as specifically provided in Section VII.
12. Dripping faucets, toilet adjustments and toilet seats are only warranted by this Limited Warranty to the extent described in Section VII. Otherwise, they are OWNER'S responsibility. **If the plumbing is "stopped up" during the term of this Limited Warranty and the person servicing the plumbing on behalf of the BUILDER finds foreign material in the line, the OWNER will be responsible for payment in full for the service call.**
13. The OWNER must take precautions to prevent freezing of pipes during severe cold weather. Except as stated in Section VII, frozen pipes are not warranted.
14. The heating and air conditioning system is covered by the manufacturer's warranty. It is the OWNER'S responsibility to make sure that filters are kept clean and changed at least every 2 months. Failure to do so may void this Limited Warranty. It is also good policy to have the equipment serviced or checked at least once a year.
15. Air conditioner condensation lines will clog eventually under normal use. This is an OWNER maintenance item. The BUILDER shall provide unobstructed condensation lines at the time of first occupancy only.
16. When metal is heated it expands, and when cooled it contracts. The result is "ticking" or "crackling" within ductwork, which is generally to be expected. Except as stated in Section VII, noise in ductwork is not warranted.
17. GFCI and AFCI are sensitive safety devices installed into the electrical system to provide protection against electrical shock. The BUILDER has installed GFCIs and AFCIs in specific accordance with approved electrical codes. Occasional tripping is to be expected and is not a warrantable item. **Service calls to reset GFCIs, AFCIs or tripped breakers will be billed to the OWNER. Burned out light bulbs are specifically NOT warranted and service calls in response to a burnt out light bulbs will be billed to the OWNER.**

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



maintenance of all concrete (specifically including but not limited to any concrete, driveway, patio and walks).

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

trees or other objects, aircraft, vehicles, flood, rising water, mud slides, earthquakes, volcanic eruption, abuse or use of the home, or any part thereof, or by any other external cause.

- F. Presence of or damage from insects, birds or rodents.
- G. Any loss or damage, which arises while the home is being used primarily for nonresidential purposes.
- H. Any condition, which does not result in actual physical damage to the home.
- I. Cost of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair or any other costs due to loss of use.
- J. Normal wear and tear or normal deterioration in accordance with normal industry standards.
- K. Failure of the BUILDER to complete construction.
- L. Dampness or condensation due to failure of the OWNER to maintain adequate ventilation.
- M. Failure by the OWNER or by anyone other than BUILDER or BUILDER'S employees, agents, or subcontractors, to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures.

# MANUFACTURERS' WARRANTIES

## Registration Forms

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

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

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

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

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## MISCELLANEOUS

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

precedence over this Builder's Limited Warranty and any and all performance obligations of **PROHOME** outlined or mentioned herein. **PROHOME** retains all rights available to **PROHOME** in the pursuit of applicable attorneys' fees and associated legal expenditures from OWNER for any involvement **PROHOME** may have in any legal proceeding involving this Warranty.

- M. **IF YOUR BUILDER OR DEVELOPER HAS PROVIDED YOU WITH A STRUCTURAL WARRANTY, INSURANCE-BACKED WARRANTY OR A LIMITED WARRANTY, OR ANY OTHER WARRANTY, (HEREINAFTER REFERRED TO AS) "WARRANTIES" OTHER THAN THIS PROHOME BUILDER'S LIMITED WARRANTY PHI 16.5, ADMINISTERED BY PROHOME AND TO THE EXTENT THAT THERE ARE ANY INCONSISTENCIES, BETWEEN THE PROHOME BUILDER'S LIMITED WARRANTY 16.5 AND THE WARRANTIES, THE PROVISIONS, SECTIONS AND PROCEDURES OF THE WARRANTIES SHALL PREVAIL. IT IS IMPORTANT THAT YOU REPORT REQUESTS FOR SERVICE TO PROHOME AS DESCRIBED IN THE PROHOME PHI 16.5, HOWEVER, IN ADDITION TO ALL SYSTEMS AND WORKMANSHIP WARRANTY PROBLEMS COVERED UNDER THE WARRANTIES THAT ARE REPAIRED BY THE BUILDER, MUST BE REPORTED TO THE WARRANTIES AS DESCRIBED IN THE WARRANTIES INSTRUCTIONS. SENDING A NOTICE TO YOUR BUILDER OR PROHOME DOES NOT CONSTITUTE NOTICE TO WARRANTIES. REMEMBER, THE BUILDER AND WARRANTIES MUST RECEIVE YOUR NOTICE OF COMPLAINT NO LATER THAN THIRTY (30) DAYS AFTER THE EXPIRATION OF THE WARRANTY TO WHICH THE NOTICE RELATES. WARRANTY COMPLAINTS FILED AFTER THAT DATE WILL BE DENIED.**

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

The undersigned acknowledge that we have received a copy of the foregoing Limited Warranty, Warranty Identification: **PHI 16.5**. The undersigned further acknowledges that we have read, understand, and accept the terms and conditions of the foregoing, Warranty Identification: **PHI 16.5**.

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

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

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

RETURN DATE: \_\_\_\_\_, \_\_\_\_\_

BUILDER'S NAME: \_\_\_\_\_

BUILDER'S ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_, \_\_\_\_\_

OWNER: \_\_\_\_\_  
SIGNATURE

DATE: \_\_\_\_\_, \_\_\_\_\_

OWNER: \_\_\_\_\_  
SIGNATURE

HOME ADDRESS: \_\_\_\_\_

This Executed Acknowledgement Page (White Copy) will be forwarded to your BUILDER prior to the Term Commencement of this Builder's Limited Warranty. ProHome will retain the Yellow Copy of this Acknowledgement Page for our records. The Pink Copy is for the Home Buyers' records.

This Limited Warranty (PHI 16.5) contains proprietary information of **PROHOME** International, LLC. The reproduction of this material, in whole or in part, without the expressed written consent of **PROHOME** International, LLC is prohibited. **All rights reserved.** Revised 11/2016