

PROHOME

**THE BUILDER'S
ONE-YEAR LIMITED WARRANTY
PHI-14.3**



PROHOME

(303) 679-9090
OFFICE

(303) 679-0633
EMERGENCY

Your Builder, not **PROHOME**, is the explicit Warrantor under this Builder's One-Year Limited Warranty in accordance to the terms and conditions set forth herein.

DEFINITION

BUILDER: _____

OWNER(S): _____

HOME ADDRESS: _____

TERM COMMENCEMENT: Loan Closing or Occupancy, whichever occurs first

WARRANTY: PROHOME PHI-14.3

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Refer to the front of this Builder's One-Year Limited Warranty for the contact information to the **PROHOME** office in your area.

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PROCEDURE FOR WARRANTY PERFORMANCE

Procedures relating to the performance under the warranty by the BUILDER, and all requests for warranty service by OWNER, shall be in accordance with Section V.

The BUILDER, NOT PROHOME is the explicit Warrantor under this Limited Warranty.

NEW HOME ORIENTATION, PRECLOSING WALK-THROUGH AND WARRANTY SERVICE PERFORMANCE.

A. NEW HOME ORIENTATION PRECLOSING WALK-THROUGH

Prior to Closing or Occupancy, the OWNER and a **PROHOME** representative will conduct a **NEW HOME ORIENTATION PRECLOSING 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 all defects and specific OWNER requests. Any defect so listed will be repaired by the BUILDER. If an exception occurs, the OWNER will be notified.

B. REQUEST FOR WARRANTY SERVICE PERFORMANCE

PROHOME is the BUILDER'S Warranty Management Representative; all communications are to be directed to **PROHOME** regarding warranty issues. Any request for Warranty Service must be provided **IN WRITING** and must **ACTUALLY BE** delivered to **PROHOME** no later than the expiration of the term of this Limited Warranty as mentioned above. The delivery of the OWNER'S warranty requests will be made to the BUILDER by **PROHOME** after **PROHOME** receives OWNER'S warranty requests at the OWNER'S residence during the scheduled approximate **30 DAY AFTER CLOSING and 11 MONTH AFTER CLOSING** visitations by the **PROHOME** representative. OWNER must use all appropriate **PROHOME** forms when applicable. **IT IS THE OWNER'S RESPONSIBILITY TO CONTACT PROHOME TO SCHEDULE THE 30 DAY AND 11 MONTH WALK-THROUGHS.** When OWNER contacts **PROHOME** at the appropriate 30-Day and 11 Month Request Schedules, the OWNER must provide **PROHOME** with the following information:

1. OWNER Name, Address and Phone Number
2. BUILDER'S Name
3. WARRANTY COMMENCEMENT DATE / CLOSING DATE
4. Specific Nature of Warranty Performance Requested
5. Exact Number of Warranty Claims Requested

C. WARRANTY SERVICE REQUEST SCHEDULE AND FORMS

Subject to the foregoing, warranty service request shall be submitted to **PROHOME** on the following approximate schedule: **THIRTY (30) DAYS following closing or occupancy and ELEVEN (11) MONTHS following closing or occupancy.** At those times appropriate procedures will be taken by BUILDER to correct any warranted defects in a professional manner. The work will be performed pursuant to lists prepared by the

SECTION I PROCEDURE FOR WARRANTY PERFORMANCE

OWNER on **PROHOME'S** designated WorkForm (sample pictured in Section III) and a **PROHOME** representative having visited the Home to view the warranty requests.

- D. A WorkForm will be given to the OWNER prior to each of the warranty service visitations scheduled. The OWNER shall list all claims for which warranty service is requested on the WorkForm provided. To expedite the scheduling and completion of the necessary work for the OWNER, **CLAIMS CANNOT BE ADDED TO THE LIST** once **PROHOME** has performed the scheduled visitation at the OWNER'S HOME. **THE OWNER SHOULD MAKE SURE THAT THE 11-MONTH LIST CONTAINS ALL REQUESTED CLAIMS WHEN IT IS SUBMITTED.** Your LIMITED WARRANTY TERM is one year and OWNER must make all final requests before the one-year expiration.

To complete the WorkForm provided by **PROHOME** fill in the following information:

1. **WARRANTY CLAIM IDENTIFICATION NUMBER:** example **DO1** (indicating the BUILDER'S responsibility for Exterior Doors)
2. **LOCATION:** example: **Front Door**
3. **DESCRIPTION:** example: **Doesn't Latch**

The WorkForm **must be kept intact**. Follow the instructions provided in your **PROHOME** Limited Warranty or contact your local **PROHOME** Service Center. **DO NOT RETURN THE WORKFORM** to **PROHOME**, a **PROHOME** representative will pick the WorkForm up at the Warranty Term Walk-Through at your Home.

FAILURE TO ALLOW ACCESS IN YOUR HOME TO A PROHOME REPRESENTATIVE, YOUR BUILDER OR ANY TRADE CONTRACTOR MAY VOID THIS BUILDER'S LIMITED WARRANTY. HOMEOWNER MUST PROVIDE ACCESS TO THE HOME DURING NORMAL WORKING HOURS - MONDAY THROUGH FRIDAY.

PLEASE ENSURE YOU ARE CALLING WITHIN THE SCHEDULED SERVICE PERIODS PROVIDED IN THIS LIMITED WARRANTY.

NEW HOME ORIENTATION AND PRECLOSING WALK-THROUGH

Prior to closing or occupancy, you and a representative from ***PROHOME*** will conduct an Orientation and PreClosing Walk-Through of the home and property.

◆ **Our Responsibilities**

A ***PROHOME*** representative will tour your home with you, noting areas of concern on the New Home Orientation PreClosing Walk-Through Form. Our representative will also conduct a “New Home Orientation” 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*** System.

During the Walk-Through, your representative will list any defects and specific issues on the ***PROHOME*** New Home Orientation PreClosing Walk-Through Form. Your ***PROHOME*** representative will discuss this form with you in its entirety. The completed form will be submitted to your BUILDER.

Please note that during the Orientation and Walk-Through the *PROHOME* representative will "Tag and Note" areas of concern 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 New Home Orientation PreClosing Walk-Through Form. These items will not be covered under your BUILDER'S One-Year Limited Warranty – these items are contractual items – Not Warranty Claims. Each defect 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 New Home Orientation PreClosing Walk-Through Form is on the following page.

◆ **Your BUILDER'S Responsibilities**

It is your BUILDER'S responsibility to correct only the approved work noted on the New Home Orientation PreClosing Walk-Through Form. ***PROHOME*** does not perform work that is listed during your New Home Orientation PreClosing Walk-Through. Any questions or concerns you have regarding incomplete work noted on the New Home Orientation PreClosing Walk-Through Form should be directed to your BUILDER.

Enjoy your new home. If you have any questions or concerns please do not hesitate to contact your local ***PROHOME*** Service Center.

The BUILDER, not *PROHOME*, is the explicit Warrantor under this BUILDER'S One-Year Limited Warranty according to the following terms and conditions.

NEW HOME ORIENTATION AND PRECLOSING WALK-THROUGH FORMS

PROHOME
 PRECLOSING ORIENTATION

REQUEST NUMBER _____

Builder _____ Subdivision _____
 Property Owner _____ Lot _____ Block _____ Email _____
 Address _____ Phone (H) _____ (W) _____
 City/State/Zip _____ New Phone Number _____

Dear Property Owner,

To ensure that nothing has been overlooked, please review the outline below. Your signature indicates that acceptance of the house as tendered. This acceptance does not affect your rights to warranty work under the terms of your Warranty.

1. That particular note has been taken on the condition of:

- a. Sinks, Tubs and Plumbing Fixtures
- b. Countertops
- c. Ceramic Surfaces
- d. Window and Screens
- e. Floor Coverings of ALL Types
- f. Electrical Fixtures
- g. Hardware Furnishings
- h. Drywall Cracks, Seams and Nailpops
- i. All Hardwood Finishes

2. That the following items have been discussed, demonstrated or provided operational manuals for:

- a. Furnace / HVAC (pilot, cold air, fuse, manual switch, filter)
- b. Water Heater (pilot, pressure relief, temperature control, drain)
- c. Gas and Water Shut Off
- d. Breaker Box and GFI
- e. Outside Faucet (do not leave hose hooked up during winter)

3. That you receive a copy of the PROHOME Builder's Limited Warranty and/or Service Guide.

4. Property Owner has inspected entire house and accepts as tendered, other than the items noted on PRECLOSING ORIENTATION ATTACHMENT A.

Accepted on this date _____

Property Owner _____

Builder Rep _____

ProHome Rep _____

FIELD USE

OFFICE USE

Program: _____

Closing Date: _____

Selling Price: _____

Warranty: _____

Office Copy (Property Owner File) - White Builder's Copy - Yellow Property Owner's Copy - Pink

PROHOME
 PRECLOSING ORIENTATION
 ATTACHMENT A

ID NUMBER _____

Current Phone _____ Builder _____
 Email Address _____ Subdivision _____
 City/State/Zip _____ New Phone _____ Lot _____ Block _____

Location	Description	Contractor	Complete
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Property Owner's Signature _____

Office Copy (Property Owner File) - White Builder's Copy - Yellow Property Owner's Copy - Pink All distributed concerns have been included in this listing.

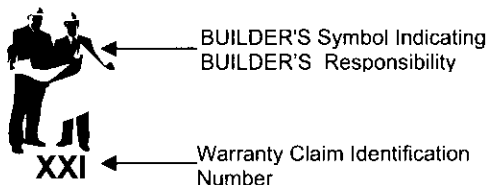
How To Use Your Warranty

This section will help you understand which items in your home are covered under the BUILDER'S One-Year Limited Warranty and which items are not. Items not covered under the WARRANTY (NON-WARRANTY items) are the OWNER'S responsibility. Items covered under the 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:



This symbol denotes **WARRANTY** items. The BUILDER is responsible for any items marked with this symbol. The number in bold underneath the symbol is the **WARRANTY CLAIMS IDENTIFICATION NUMBER**. It is important that you use this number whenever making a Warranty Claim Request. The form, which you will receive when making a Warranty Claim Request, requires this Identification Number to validate the Warranty Claim.



Please remember—a WARRANTY CLAIM IDENTIFICATION NUMBER is required to process any Warranty Claim Request.

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REGISTERING A CLAIM REQUESTING A WALK-THROUGH

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

To register a Claim, follow these simple 3 steps:

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

- ◆ Walk-Through your home and document your Claim(s).
- ◆ Before registering a Claim with ***PROHOME***, it is important to verify that the Claim is covered by the Builder's One-Year Limited Warranty.
- ◆ Check the WARRANTY'S Table of Contents to locate the Claim page.
EXAMPLE: Drywall, Electric, Plumbing or Stucco.

STEP 2 **Find the Claim Identification Number**

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

STEP 3 **Call *PROHOME***

- ◆ Call your ***PROHOME*** Service Center to register your Claim by requesting a Walk-Through.
- ◆ Inform the ***PROHOME*** Representative of the exact number of Warrantable Claims you wish to report.
- ◆ You will be mailed a Workform to transfer your Claim(s) onto. Please be sure to utilize the Claim ID# Column on the Workform. This will allow us to identify the Claim to the appropriate Contractor responsible for the Claim. Once again, remember, we cannot process a Claim without a Claim ID#.

Property Owner: _____	PROHOME	Page _____ Of _____ Closing Date _____
Address: _____ Loc: _____	WORKFORM	Date: _____ PH Rep: _____
City/State/Zip: _____	30 day 11 month 27 Year Warranty Call in Walkthru Date: _____ Time: _____	
Phone: _____	Inspection: _____	Semi-Emergency _____ Emergency Bid / Subdy _____

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

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

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

Line _____ Additional Comments _____	The ProHome Representative has reviewed and explained all determinations for your warrantable and non-warrantable claims. Signature _____ Date _____
Line _____	
BUILDER'S SIGNATURE _____	BUILDER'S COPY

One line per claim. If additional claims are needed, describe on a new line.

Line _____ Additional Comments _____	The ProHome Representative has reviewed and explained all determinations for your warrantable and non-warrantable claims. Signature _____ Date _____
Line _____	
HOASSIGN OFFICE COPY _____	SUBASSIGN _____
SIGNATURE _____	Date _____

I hereby acknowledge the satisfactory completion of the above described work.

PROHOME WORKFORM

EMERGENCY SERVICE PROCEDURE

PROHOME understands that not all situations requiring immediate attention happen during normal working hours. For this reason your BUILDER has supplied you with the **PROHOME** emergency phone number for any emergency situation.

HELP US SERVE YOU BETTER - KNOW AND USE THE APPROPRIATE PROCEDURES AND PHONE NUMBER WHEN REPORTING EMERGENCY PROBLEMS.

AN EMERGENCY includes:

1. **Electrical Outage**
2. **Electrical Sparks**
3. **Furnace Outage**
4. **Gas Leak or Outage**
5. **Water Leak, from any source**
6. **Non-Operable Exterior Passage Door or Lock**

Air Conditioner Outage is not considered an emergency. Normal air-conditioning problems will be corrected during normal working hours in the order they are reported.

Please follow the appropriate steps listed below in the OWNER'S Maintenance and Helpful Tips Section of this Limited Warranty prior to reporting an emergency.

OWNER'S Maintenance and Helpful Tips

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

- On models with air-conditioning, the system switch must be on "AC" and the fan switch should be on "auto".

C. Pilot

- If the pilot is out follow instructions on the furnace or in the manufacturer's literature to re-light. Some furnaces have electronic ignition, if that is the case ignore C.

D. Gas Valve in "on" Position

- This is the last step in lighting the pilot 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 (holds in) a sensor button indicating that the panel is closed; this is similar to the mechanics of a clothes dryer door.

F. Manual Switch "on"

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

G. Heat Pumps

- In the "Heat" mode, the heat pump may not supply sufficient heat BTU's to heat the home. Switching to auxiliary heat is 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 BUILDER'S 24-Hour number should be secondary to the call made to your local GAS SERVICE COMPANY.

B. Water Shut-Off Valves

- Water shut-off valves are often located behind toilets and under sinks. Use these valves immediately when shutting down the water supply to a particular fixture or appliance.

C. Home Water Shut-Off

- The home 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 at the top of your breaker box before calling.

B. GFI Switches

- Always check all GFI switches prior to calling.

WATER LEAKS**A. Prevent Damage**

- Immediately collect the water entering the home by means of buckets, pans, towels, or other means to prevent further damage from the water. Any water leak 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 Service Number as noted on the Emergency Service Card attached to the front of this Builder's Limited Warranty.

WARRANTY COVERAGE AND CONDITIONS

◆ **Warranty Term**

This **PROHOME** BUILDER'S One-Year Limited Warranty only covers items specifically described herein and that are actually delivered within the term of the warranty to **PROHOME** within one year of the commencement date stated above and according to the procedures in Section I – PROCEDURE FOR WARRANTY PERFORMANCE.

◆ **Covered Parties**

This **PROHOME** BUILDER'S One-Year 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** BUILDER'S One-Year Limited Warranty is only transferable to subsequent OWNER(s) of the home if BUILDER so acknowledges in writing.

◆ **Warranty Covered Items**

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

The following Construction Performance Guidelines are standards that have been developed and accepted by the residential construction industry in general. While it is virtually impossible to develop Construction Performance Guidelines 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 Construction Performances Guidelines has not been specified, the guidelines found in the publication Residential Construction Performance Guidelines 3rd Edition- Contractor Reference, National Association of Home Builders (NAHB) 2005, 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 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 New Home Orientation, Closing or prior to Occupancy; you will receive the manuals and/or warranties for your appliances. 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

It is your responsibility to contact your appliance service representative direct. ProHome does not contact manufacturers or service representatives regarding appliance service needs. You can typically locate the service number for any particular appliance on the back page of the manufacturer's operations manual. When you call the service representative for your appliance needs be prepared to inform them the date you closed on your home or took occupancy, the model number (again typically located in your manufacturer's manual) and what your service need entails.

ATTICS

- Building Codes, Standards and Regulations require that the BUILDER provide a ventilation system in your attic. The BUILDER is responsible for the workings of the appropriate ventilation systems and their compliance with all local building codes.
- Down ventilation is unacceptable.

BLACKTOP

Annually, the blacktop, including the edges and cracks, should be sealed, with an industry-approved sealer. You are responsible for:

- Depressions or cracks caused by heavy equipment, such as moving vans, school buses, garbage trucks or delivery vehicles.
- Surface damage resulting from chemicals or solvents causing the breakdown of the bituminous mixture that surrounds the aggregate in blacktop.
- "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.

The BUILDER will correct:



- Cracks exceeding 1/2 inch with hot rubberized asphalt to suitable cold caulking material.
- All finish repairs should be feathered and smoothed. Color variations are to be expected. BUILDER assumes no responsibility whatsoever in matching color or texture.

CABINETS



Warping of any Cabinet Drawer Facings or Cabinet Doors, which exceed 1/8 inch when measured on the cupped side of the face, 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. All measurements for warping are to be measured from corner to corner when the drawer or cabinet door is closed.

- All Drawers are to pull smoothly at the time of closing of escrow or occupancy, whichever occurs first. Cabinet faces more than 1/8 inch out of line, and cabinet corners more than 3/16 inch out of line, are considered excessive, unless OWNER and BUILDER agree to disregard the guideline to match or otherwise compensate for pre-existing conditions.



- All Cabinet doors are to open and close easily at the time of closing of escrow or occupancy, whichever occurs first. Cabinet door catches shall be adequate to hold doors closed. The BUILDER will take corrective action as necessary to correct any deficiencies. Individual cabinets should not have a deviation of more than 3/16 inch out of level.



- Cracks and gaps in Cabinet Doors or Cabinet Drawer Faces; will be filled by the BUILDER, if light is visible through the crack or gap.
- Gaps next to the wall area of the cabinet that exceed 1/4 inch are considered excessive and will be corrected by BUILDER.

CAULKING

Exterior Caulking



Exterior cracks and gaps around vents, doors, windows and service line openings which are not caulked to exclude water intrusion, during the term of this Limited Warranty is considered a deficiency.

Interior Caulking



Interior cracks and gaps, which require caulking, are to be caulked prior to occupancy or closing of escrow, whichever occurs first.

Caulking in General

The BUILDER will apply the initial caulking to your new home where required, prior to occupancy. BUILDER will, ONE TIME ONLY, at the 11-month Walkthrough, caulk any cracks, gaps or joints in wood trim which exceed 1/8 inch.

CONCRETE

Efflorescence is a normal condition in concrete and is specifically not covered under this Limited Warranty.

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 Builder's Limited Warranty.



- Concrete stoops and/or steps that settle, separate or heave in excess of 1 inch is considered a deficiency. Water shall drain off outdoor stoops and steps within 24-hours after rain.
- BUILDER will patch as necessary to close gaps from pulling away stoops or close cracks in excess of 1/4 inch.
- Cracks (outside of control joints) that exceed 1/4 inch width or 1/4 inch vertical displacement on sidewalks and driveways shall be repaired by BUILDER. Patching is considered acceptable as a repair.



- Separation of brick or masonry edging from concrete slabs or steps in excess of 1/4 inch shall be filled. BUILDER may fill crack with material similar to caulking. BUILDER shall reset any loose or displaced masonry.



- BUILDER will patch cracks in concrete Block Basement Walls that exceed 1/4 inch. BUILDER shall repair Block Basement Walls that are bowed in excess of 1 inch in 8 feet when measured from the base to the top of the wall.
- Adjoining concrete surfaces shall not differ in height by more than 1/2 inch.
- Standing water in excess of 3/8 inch deep on sidewalks 24-hours after the end of a rain is considered excessive.

Interior Concrete

Basement floors, basement walls, foundation walls, and crawl space walls are all considered interior concrete in this Builder's Limited Warranty. Small gaps and voids between the concrete floor and concrete walls may expand or contract and are considered to be normal. Water infiltration through cracks in basement walls or foundation walls is considered a deficiency in this Limited Warranty. Hairline cracks, "spider" cracks and minimal stress and curing cracks in interior concrete floors are normal and are not considered a deficiency.



- Cracks exceeding 3/16 inch width or 3/16 inch in vertical displacement are considered excessive. Cracks that rupture or significantly impair the appearance and performance of the finish flooring material are serviceable items. Builder will repair cracks as required so as not to be apparent when the finish flooring material is in place. Builder will repair or replace flooring. Caulking is an approved repair material. Interior concrete surfaces shall not pit or spall. Interior concrete slab which has a sandy finish is called "dusting". BUILDER shall correct surface as to be suitable for finish flooring that the BUILDER has reasonable anticipation would be applied.



- The BUILDER will repair any cracks resulting in the actual trickling of water.
- In addition to other provisions hereof, filling, or surface patching is specifically acceptable for settlement, joints, cracks, chips and breakage that do not affect the structural stability of the home.



- Concrete floors which are designed to be finished will not have areas that would prevent their intended use. Except for basement floors or where a floor or a portion of floor has been designed for specific drainage purposes, concrete floor slope for habitable rooms should not exceed 3/8 inch in 32 inches measured horizontally, unless designed for drainage.



- Finished concrete walls shall not be out of plumb greater than 1 inch in 8 feet when measured vertically. BUILDER will repair any deficiencies to substantially meet this guideline. BUILDER shall repair surface imperfections such as pits and surface voids which are larger than 1 inch in diameter or 1 inch in depth.

Columns



- Exposed concrete columns shall not be installed with a bow in excess of 1 inch in 8 feet.
- Masonry columns should not be constructed out of plumb in excess of 1 inch in 8 feet
- Steel columns shall not be out of plumb in excess of 3/8 inch in 8 feet when measured vertically.

Garages



- Garage floor cracks in excess of 3/16 inch is considered excessive. Garage floor shall not heave or separate from structure in excess of 1 inch.
- BUILDER will patch as needed to substantially meet this guideline.

Concrete in General



- Concrete surfaces in general should maintain its structural intent and any concrete which disintegrates, exposes aggregate or loosens is considered a deficiency in this Limited Warranty. However any damage caused by surface chemicals, road salt or damage beyond BUILDER'S control is not considered a deficiency under this Limited Warranty.

COUNTERTOPS

Countertops shall be no more than 3/8 inch in 10 feet out of parallel with the floor.

Laminate

Countertops are to be free of chips and cracks at the time of the Beginning of this Limited Warranty Term.



- Any joint or seam may have a maximum of 1/16 inch gap and may have a maximum of 1/16 inch deflection between surfaces.
- Builder shall repair any non-moisture related delamination, which occurs during normal use and conditions.
- Filler is an acceptable remedy to repair gaps in seams.

**Cultured Marble,
Tile and Granite**

Cultured marble and granite countertops are to be chip free at the time of the New Home Orientation PreClosing Walk-through. All edges and corners are to be smooth and free of ridges and sharp points. Backsplash seams and joints are to be within 1/16 inch at the top edge surfaces.



- Your BUILDER will take corrective action as necessary to meet the standard.
- Grout lines should not vary more than 1/16 inch from the widest to the narrowest. Tile grout cracks that result in loose tiles or gaps in excess of 1/16 inch shall be repaired.
- Cracks greater than 1/32 inch in width in granite, marble, stone or solid surface countertops is considered excessive.

**Corian® Man Made
Marbles**

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.



- Countertops that are not free of cracks, chips or gouges at the commencement of this Limited Warranty are considered a deficiency.
- 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 or repair cracks, chips and gouges as necessary to substantially meet these requirements.

DECKS

- All structural members in a wood deck shall be sized and fasteners spaced according to building codes, National Forest and Paper Association span tables or

a higher guideline agreed upon before construction by the OWNER and the BUILDER.

- At the time the job is accepted, splits, warps and cups in wood decking boards 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.
- Spacing between individual deck boards shall not differ in average width by more than 3/16 inch.
- Railings on wood decks shall not contain slivers longer than 1/8 inch in exposed areas at the time of completion of the job. ONE TIME ONLY, BUILDER will repair railing as necessary to remove slivers prior to job completion.
- 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.
- A slope of approximately 1/8 inch per foot is desirable to shed water and prevent ice build-up.
- Nail heads protruding from deck boards will be set ONE TIME ONLY prior to occupancy. Nail stains extending more than 1/2 inch from the nail and readily visible from a distance of more than 3 feet is not acceptable.



OWNER is responsible to remove slivers in wood decks and railings and set nails protruding from decking after occupancy.

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

DOORS

Exterior Doors

Exterior doors are constructed of a variety of materials, which include solid wood, metal, composite materials and fiberglass. The BUILDER will only address dents, indentations or mars on steel doors if noted during the New Home Orientation PreClosing Walk-Through. Dents, indentations or mars on steel doors following occupancy or closing are non-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.



- Exterior doors should shut completely to latch. Exterior doors shall operate smoothly, except that the door may stick during occasional periods of high humidity or with variations in temperature.



- Doors should not warp to the extent that they do not operate properly. National Woodworking Manufacturer's Association Standard (1/4 inch from corner to corner across the face of the door). BUILDER cannot guarantee an exact match of wood grains, paint or stain colors. BUILDER is not responsible for any materials or supplies that are discontinued or no longer available to BUILDER.



DO3

- It is not considered a deficiency for some air to infiltrate around doors. Poorly fitted weather stripping is not acceptable if noted during the PreClosing Walk-Through. BUILDER is not responsible to maintain the proper fit of weather stripping after occupancy. Sliding patio door screens shall stay on the track and sliding patio doors shall roll smoothly.



DO4

- Door panels that split or crack which allow light to penetrate the crack or split is considered a deficiency.



DO5

- The BUILDER may use a filler to patch the crack or split panel and BUILDER cannot guarantee the filler to match in texture or color.
- BUILDER is not responsible for any garage door malfunctions caused by OWNER installed garage door openers.
- Some light may be visible around the edges of your garage door and are not considered a deficiency.
- Some entrance of the elements can be expected under unusual or abnormal conditions and are not covered in this Limited Warranty
- The BUILDER will repair split door panels that allow light to be visible or allow the weather to get through the panels. Exterior doors shall not swing open or closed by force of gravity alone.

Interior Doors

The BUILDER is not responsible for applying finish to raw wood edges after the PreClosing Walk-Through or occupancy, whichever occurs first.



DO6

- Interior doors which warp in excess of or exceed the National Woodworking Manufacturer's Association Standard as measured (1/4 inch from corner to corner across the face of the door) is considered a deficiency.
- BUILDER cannot guarantee the matching of wood grains, textures or color finishes. BUILDER is not responsible for materials that have been discontinued or are no longer available to BUILDER.



DO7

- BUILDER will undercut doors that drag on carpet if BUILDER and OWNER understood that carpet was planned to be installed as a floor finish by BUILDER. However, if carpet selected by OWNER has an excessive high pile, the OWNER is responsible for any additional door undercutting.
- BUILDER shall make the necessary adjustments or replace door if passage doors from room to room that have openings between the bottom of the door and the floor finish material that is in excess of 1 1/2 inches. Closet doors should not have openings in excess of 2 inches.



DO8

- At the time of your PreClosing Walk-Through or Occupancy, whichever occurs first, the operation of Bi-fold doors should allow for the doors to remain on their tracks, as specified by the door manufacturer. . ONE TIME ONLY, BUILDER will repair any Bi-fold door that will not stay on its track during normal operation.



- Doors shall not swing open or closed by force of gravity alone.
- The door edge shall be within 3/16 inch of parallel to the door jamb.
- Doors should move smoothly and the door knob or latch should not stick or bind during operation.

- Pocket doors must operate as intended by manufacturer. Passage doors that do not open and close freely without binding against the doorframe are service items. Lock bolt is to fit properly in the keeper to maintain a closed position.
- The BUILDER shall repair or replace, at BUILDER'S sole discretion, to meet the manufacturer's specifications, and/or the standards stated herein.
- Pocket doors shall not rub in their pockets during normal operation. BUILDER will correct ONE TIME ONLY.
- Wooden panels shall not split to the point that light is visible through the door. BUILDER will ONE TIME ONLY fill splits with wood filler and will attempt to match stain, however BUILDER is not responsible to perfectly match stain.

ELECTRICAL SYSTEM

The furnace or air conditioner requires a large amount of electricity to start. The flickering of lights when you start your air conditioner or furnace is not a deficiency. The electricity current returns to normal as soon as the system starts. This is normal and not an electrical problem. The BUILDER will only take corrective action as necessary if tarnishing of fixtures is noted prior to the time of closing or occupancy.

Light bulbs are specifically not covered by 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.



- The BUILDER will meet the standard set by local electrical code requirements. All electrical switches and outlets are to operate as specified by manufacturer and codes. All electrical fixtures are to operate as specified by manufacturer and supplier.



- The tripping of ground fault interrupters (GFI) is not a deficiency. The GFI has been installed to protect you from an electrical shock. Occasional tripping of GFI switch is not considered a deficiency. The BUILDER installs ground fault interrupters in accordance with the approved electrical code. The BUILDER is only responsible for providing you the GFI and assuring that the GFI is installed and operating properly. BUILDER will correct any faulty GFI due to installation.
- Fuses and circuit breakers shall be tripping by normal usage.
- BUILDER will correct wiring that does not perform as intended, including, but not limited too, Phone lines, Cable TV lines, Computer lines, Stereo and Theater lines, if installed by BUILDER.

EXTERIORS

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 warranty. The BUILDER is not responsible for exact match of mortar or patching material colors.



- Cracks smaller than 1/4 inch in width are considered acceptable and BUILDER will not perform any repairs.
- The BUILDER will repair cracks in excess of 1/4 inch by tuck-pointing or patching. These repairs should be made toward the end of the term of this Limited Warranty to permit normal settling and allow the home to stabilize.
- Cracks visible from distances in excess of 20 feet or larger than 1/4 inch in width are not acceptable.



- Cut bricks used in the course 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.
- No point along the bottom of any course shall be more than 1/4 inch higher or lower than any other point within 10 feet along the bottom of the same course.

Sealants



- BUILDER shall caulk joints in exterior wall surfaces and around openings that are not properly caulked to exclude the entry of water or excessive drafts ONE TIME ONLY during the term of this Builder's Limited Warranty.

Sidings



- Delaminate or deteriorate of siding is considered a deficiency. All siding that is not installed properly, which causes same to come loose or fall off, is a deficiency.



- The BUILDER will repair or replace any delaminated or deteriorated siding during this Limited Warranty, unless delaminating or deterioration is caused by OWNER negligence or abuse.
- The BUILDER cannot guarantee exact match of repaired areas to original sidings, texture, or color.



- Siding bows exceeding 1/2 inch in 32 inches are considered excessive.
- Lap siding, which bows and exceeds the sidings performance standard guidelines is considered a deficiency. Aluminum or vinyl siding trim shall not separate from house by more than 1/4 inch.
- The BUILDER cannot guarantee an exact match of color or textures.



SD4

- BUILDER shall take corrective action to eliminate gaps or spacing at the ends and edges of siding that are wider than 3/16 inch.
- BUILDER shall paint over any fillers used to eliminate excessive gaps and spacing that exceed the tolerance standards above. The BUILDER is not responsible for color match.
- Nail stains exceeding 1/2 inch in length and are visible from a distance of 20 feet are serviceable items.



SD5

- Some specific siding may tend to reflect a waviness. This wave in the sidings appearance is not considered a deficiency.
- Any gaps or separation in siding joints or seams, which exceed 3/16 inch are a deficiency under this Limited Warranty.
- The BUILDER shall fill any excessive siding gaps or joints as needed, however BUILDER cannot guarantee exact match of color or texture of adjacent siding areas.



SD6

- Lap siding shall not be more than 1/2 inch off parallel with contiguous courses in any 20 foot measurement.
- These repairs should be made toward the end of the first year of occupancy to permit normal settling of your home.

Stucco and Cementive Finishing

Stucco is a brittle cement product that is a durable home finish. Stucco and synthetic stucco (such as Dryvit) finishes are subject to expansion and contraction. Hairline and "spider" cracks in stucco or cementive finishing are non-warranty. BUILDER cannot guarantee against color variations or textures of stucco repair or replacement. Defects that are a result of characteristics common to stucco and cementive finishing, such as but not limited to fading, chalking, peeling, checking or cracking due to sunlight, drying or curing, are specifically not covered by this Limited Warranty. Paint touch-ups to stucco and cementive finishing repairs often do not match due to the natural and uncontrollable deterioration of the original paint over time. The BUILDER is not responsible for paint touch-ups to stucco and/or cementive finishing match. BUILDER is not responsible for effervescence.



ST1

- Stucco or cementive finishing cracks that exceed 1/8 inch in width are considered a deficiency and BUILDER shall patch ONE TIME ONLY during the term of this Builder's Limited Warranty.
- The finish coating shall not separate from the base on an exterior wall. BUILDER shall repair areas where coating has separated from the base, although BUILDER is not responsible for failure to match color or texture due to nature of materials.

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 is not considered a deficiency.



- BUILDER shall repair by pointing or patching all masonry hearth cracks that exceed 1/4 inch in width. BUILDER is not responsible for matching color or texture of pointing or patching material to existing mortar.



- Water leaks, which result in actual water entering the home outside the firebox is considered a deficiency.
- The fireplace chase separating from the home in an excess of 1/2 inch in 10-feet, is considered a deficiency.



- The fireplace must draw as intended, however high winds may cause temporary negative draft; however, this is not considered a deficiency. A negative draft, which is caused by the design or construction of the fireplace chase, is considered a deficiency. ONE TIME ONLY BUILDER will repair the chimney, based on the manufacturer’s specifications or the design specifications, to draw correctly.

FLOOR COVERINGS

Carpeting

Carpet has a tendency to loosen in damp weather and tighten again in dry weather. This stretching is normal and is specifically not covered by this Builder’s Limited Warranty.



- Carpet should not loosen or separate. Visible gaps and overlapping seams due to improper installation are considered a deficiency.
- Carpet discoloration must be noted during your PreClosing Walk-Through.
- The BUILDER is not responsible for dye lot variations, discontinued carpet or unavailability of specific carpeting if replacements are necessary.

Hardwood



- Gaps exceeding 1/8 inch between floor-boards are considered a deficiency.
- The BUILDER will take corrective action as necessary to meet the above standard, unless gaps are due to shrinkage and expansion associated with changes in the humidity in the home. Lippage greater than 1/16 inch is considered excessive.
- It is the BUILDER'S option to repair or replace floorboards with excessive gaps.



- Cups or crowning in hardwood flooring should not exceed 1/16 inch in depth in a 3 inch maximum span measured perpendicular to the long axis of the board.
- The BUILDER will repair or replace any hardwood flooring which cups in excessive of the above standards, however BUILDER is not responsible for any hardwood damage whatsoever caused by OWNER negligence or abuse or for damage caused beyond the BUILDER'S control.

The BUILDER cannot guarantee color of finishes or fillers to any repaired or replaced flooring areas.

Resilient Floors



- Resilient flooring that has readily visible nails is considered a deficiency.
- BUILDER shall repair or replace flooring as necessary.
- The BUILDER is not responsible for discontinued flooring or exact matches.



- Detachment or lifting of the floor under normal use is considered a deficiency.
- The BUILDER cannot guarantee exact match of patterns or colors. BUILDER is not responsible for discontinued patterns or damage caused by OWNER abuse or negligence.



- Gaps and seams that measure in excess of 1/32 inch in width is considered a deficiency. Ridges that measure in excess of 1/8 inch in height is considered a deficiency. Patterns at seams between adjoining pieces shall align to within 1/8 inch.
- The BUILDER will repair or fill any excessive gaps or ridges as necessary ONE TIME ONLY during the Builder's Limited Warranty Term.



- Gaps where two different mediums connect shall not exceed 1/16 inch. Excessive gaps are considered a deficiency. BUILDER will repair or fill gaps ONE TIME ONLY during the Term of this Builder's Limited Warranty.

Tile, Brick, Marble and Stone



- Loose flooring or flooring which breaks under normal use is considered a deficiency. Tile, Flagstone, or similar hard surfaced sanitary flooring that cracks or becomes loose as a result of faulty installation or as a result of a problem with underlayment or sub-floor is a serviceable item. Sub-floor and wallboard are required to be structurally sound, rigid, and suitable to receive finish.



- The BUILDER will take corrective action to repair cracks in tile grout that are 1/16 inch in width or greater as necessary **ONE TIME ONLY** within this Builder's Limited Warranty Term.
- The BUILDER is not responsible for discontinued patterns in tile or discontinued grout color or color matches.
- Lippage greater than 1/16 inch is considered excessive, except where the materials are designed with irregular height. (such as hand-made tiles)

HEATING, AIR CONDITIONING AND VENTILATION**Heating**

- The heating system should produce an inside temperature of 70 degrees Fahrenheit when measured in the center of each room and at a height of 5 feet above the floor. Vaulted ceilings, high ceiling areas and excessive glass may cause a variation in this measurement.
- Local energy codes shall substantially supersede this standard where local standards and codes have been regulated and adopted for residential construction.
- The heating system must be allowed at least 72 hours to reach 70 degrees Fahrenheit. A heating system, which does not provide the above-required temperatures, is considered a deficiency.



- A booming noise caused by "oil canning" is not acceptable. The BUILDER will take corrective action as necessary.



- Ductwork should remain attached as intended. Ductwork and Heating Pipes that are run in un-insulated crawl spaces, garages or attics are to be insulated to meet local codes and standards.
- If the Ductwork or Heating Pipes become unattached during the warranty term, the BUILDER will take corrective action as necessary.

Air Conditioning System

- The air conditioning system should be able to maintain a temperature of 78 degrees Fahrenheit as measured in the center of the room at a height of 5 feet above the floor. Vaulted ceilings, high ceiling areas and excessive glass may cause a variation in this measurement. A single air conditioning unit should allow for no more than a 7 degree Fahrenheit variance between living levels of the home.
- Local codes shall substantially supersede this standard if such codes and regulations have been adopted and mandated on residential construction. A differential of 15 degrees Fahrenheit is not considered a deficiency when outside temperatures exceed 93 degrees Fahrenheit.



- The BUILDER will take corrective action if refrigerant lines leak during the term of this Builder's Limited Warranty. BUILDER shall provide unobstructed condensation lines at the commencement of this Limited Warranty. BUILDER is not responsible for clogged lines after commencement of this Limited Warranty. Builder-installed refrigerant lines or ground loop pipes that develop leaks during normal operation are a serviced item.

SECTION V VENTILATION – INSULATION- INTERIOR CONSTR.

Ventilation—Attics, Crawl Spaces and Vents



- BUILDER shall substantially assure that all attics and crawl spaces have a natural ventilation area as required by local code.
- BUILDER shall install adequate ventilation in crawl spaces to avoid damage to supporting members or insulation due to moisture accumulation. Certain conditions may cause condensation in crawl spaces that cannot be eliminated by ventilation and/or vapor barrier. BUILDER shall take corrective action.
- BUILDER shall vent exhaust fans to prevent damage to supporting members or insulation.

INSULATION SYSTEM

Sound transmission between rooms, floor levels, adjoining condominium units in a Building, or from the street into the Home is a non-service condition.



- Insulation not installed in accordance with local building code requirements is considered a deficiency. BUILDER shall provide insulation as required.
- Air infiltration around doors and windows is not considered a deficiency.

INTERIOR CONSTRUCTION

Ceramic Tile



- Loose tiles are considered a deficiency. The BUILDER will take action as necessary to substantially meet the guideline should this occur during this Builder's Limited Warranty Term.
- BUILDER cannot guarantee an exact match in colors, patterns of tile and grout.



- Grout patching materials used by the BUILDER to repair or replace tile grout is the sole determination of the BUILDER. BUILDER is not responsible for discontinued patterns or styles that are not available to BUILDER.

Drywall

Minor paint flaws must be noted during the New Home Orientation or prior to the Closing of the home.



- Drywall cracks that exceed 1/16 inch in width and nail pops which break the surface of the drywall are considered a deficiency and the BUILDER will take corrective action as necessary **ONE TIME ONLY** during the Term of this Builder's Limited Warranty.
- BUILDER shall fill cracks that exceed 1/16 inch in width on any plaster walls or ceilings **ONE TIME ONLY** during the Term of this Limited Warranty. BUILDER is not responsible for matching color or texture of patched areas with surrounding original material or surface coatings.



- BUILDER shall repair blisters in drywall tape, fill cracked corner beads or exposed corner beads **ONE TIME ONLY** during the term of this Builder's Limited Warranty. BUILDER is not responsible for matching color, texture or finish of original finish coatings or textures.

The BUILDER is not responsible for an exact match in color. The BUILDER is not required to paint an entire wall or room. The BUILDER is not required to paint drywall repairs related to normal drying out and curing of the home.



- Bowed walls in excess of 3/8 inch out of plumb for any 32 inches in any 8 foot vertical measurement is considered a deficiency. The BUILDER will take corrective action to substantially meet the standard.

Paint

The BUILDER will give you samples of your interior paint at your New Home Orientation. 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.



- Wall, ceiling, and trim surfaces that are painted shall not show through new paint when viewed from a distance of 6-feet under normal lighting conditions.



- The BUILDER will re-touch walls, ceilings or trim surfaces as noted at the PreClosing Walk-Through, if visible from a distance of 6 feet, under normal lighting conditions. BUILDER is not responsible for exact match in color.



- All interior trim caulking and painting of painted woodwork is the OWNER'S responsibility except for those separations that exceed 1/8 inch.



- Excessive knot and wood stains that bleed through the paint on interior surfaces are considered a deficiency and BUILDER shall seal affected area where bleeding of knots and stains appear. BUILDER is not responsible for matching paint color or texture of affected area to original finish of adjacent areas.



- Natural finish of interior woodwork that deteriorates during the term of this Builder's Limited Warranty is considered a deficiency and BUILDER shall refinish affected area. BUILDER is not responsible for matching color or texture of affected area to adjacent finished.



- BUILDER shall remove paint splatters or brush marks and/or lap marks on walls, woodwork, or other surfaces, which are excessive, and shall not be readily visible when viewed from a distance of 6 feet under normal lighting conditions.
- Paint or stain overspray on surfaces not intended for paint or stain that is visible at a distance of 6 feet under normal lighting conditions is not acceptable.
- Exterior paint or stain shall not fail during the paint or stain manufacturer's warranty period.

Paneling

- Finishes on paneling which fail during the Term of this Limited Warranty is considered a deficiency. BUILDER shall repair or replace as needed to substantially comply with this guideline, during the term of this Limited Warranty. The BUILDER repairs are not guaranteed in matching color or wood grain.

Wall Coverings

- Wallpaper, which peels or separates from the wall, is a deficiency. BUILDER shall repair or replace peeling wallpaper that is noted prior to the commencement of this Limited Warranty. Lumps, ridges and nail pops in wallboard that appear after the Homeowner has wall covering installed by anyone other than the BUILDER, are not covered by this Builder's Limited Warranty. BUILDER is not responsible for discontinued patterns, colors, styles, textures or wallpaper that is no longer available to BUILDER, if replacement or repairs are necessary.

INTERIOR STAIRS

- The maximum vertical deflection of an interior stair tread shall not exceed 1/8 inch at 200 pounds of force. BUILDER shall make repairs as necessary to substantially meet this guideline.
- Gaps between adjoining parts that are designed to meet flush shall not exceed 1/8 inch in width. BUILDER will fill or repair gap or will replace parts necessary to substantially meet this guideline.
- All interior stair railings shall be attached to structural members in substantial accordance with applicable codes.
- Loud squeaks caused by loose stair riser or tread are considered a deficiency.

However, squeaks caused by normal expansion and weight load on wood stairs is not covered by this warranty.

LANDSCAPING

Some settling of the soils around your home is normal and not considered a deficiency. Altering or changing the grade around your home is not recommended and may cause damage or leaks that are not covered by this warranty. Correcting any grade from erosion or run-off due to water is a OWNER responsibility.

Lawn Care



- Initial grading for proper drainage in the crawl space area is a BUILDER responsibility. The BUILDER will substantially meet the local guidelines and codes if applicable.



- If weather conditions prevent the completion of the final grade prior to the commencement of this Limited Warranty, the BUILDER will, when weather permits, complete the final grading work.



- Settling which interrupts proper drainage is considered a deficiency and BUILDER will deliver fill dirt to OWNER ONE TIME ONLY during the Term of this Builder's Limited Warranty.

BUILDER is not responsible for maintaining proper drainage. The BUILDER has the option to place fill dirt on city approach portion of driveway or any other suitable area as designed by the BUILDER. Site Drainage under this Builder's Limited Warranty is explicitly limited to grades within 10 feet and swales within 20 feet of the foundation of the home. Standing or ponding water outside of defined swales and beyond 10 feet from the foundation of the Home, or that is within 10 feet but is caused by unusual grade conditions, or retention of treed areas, is not considered a serviceable item. Standing or ponding water shall not remain in these areas for a period longer than 24 hours after a rain, except in swales that drain from adjoining properties or where a sump pump discharges. In these areas an extended period of 48 hours is to be allowed for water decapitation. Builder is not responsible for drainage problems attributed to grading requirements imposed by state, county, or local governing agencies.



- BUILDER will fill ONE TIME ONLY during the term of this Builder's Limited Warranty any utility trenches that settle in excess of 6 inches from the finish grade established by BUILDER. The OWNER shall be responsible for any trees, grass, shrubs, or lawn sprinkler systems affected by placement of such fill.



- Landscaped areas that are disturbed during repair work are considered a deficiency under this Builder's Limited Warranty and BUILDER shall restore grades, seed and landscape to meet original condition. BUILDER is not responsible for grassed or landscaped areas, which are damaged by others, including any work performed by public or private utility companies.

BUILDER is only responsible for seeding per manufacturer's instructions. BUILDER can not guarantee seeding germination.

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 BUILDER or **PROHOME** immediately upon the discovery of a leak. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take particular notice of any musty odors, and any visible signs of mold.
2. 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.
3. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating and preventing mold.
4. 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.
5. 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 may determine from the results of the inspection or data and testing, if performed, the appropriate action, if any, that will be taken to remedy the situation.

PLUMBING

A professional installed the plumbing in your home. Any plumbing problem should be repaired immediately by contacting **PROHOME**.

Septic System



- The septic system will be installed in compliance with local code standards.

Water Supply Drain Lines and Fixtures

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 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.



- BUILDER shall install all plumbing to meet the applicable code as defined in the ASHRAE HANDBOOK.



- Some noise can be expected from the water pipe system, due to the flow of water. However, the supply pipes should not make the pounding noise called “water hammer”. “Water hammer” is considered a service item in this Builder’s Limited Warranty.
- The BUILDER is not responsible for conditions beyond the BUILDER'S control.



- Any valve or faucet that leaks is considered a deficiency. The BUILDER will take corrective action to stop the leakage.



- Leaks in soil, waste vent or water pipes are considered a deficiency. The BUILDER will take corrective action to eliminate leakage.



- BUILDER shall assure the proper operation of all sewers, fixtures and drains.
- Sanitary sewers, fixtures, waste or drain lines that do not operate or drain properly due to improper construction are a deficiency.



- The BUILDER will take corrective action to repair chips, scratches or cracks in hard surface items that are noted during your PreClosing Walk-Through only.

ROOFING AND GUTTERS

Gutters, Downspouts, Flashing and Valleys



- Leaking gutters, downspouts, flashings and/or valleys is considered a deficiency.
- BUILDER shall repair or replace any gutters, downspouts, valleys or flashing that leak during the term of this Limited Warranty.

OWNER is responsible for keeping downspouts and gutters clear and free of debris.



- Water levels should not exceed 1/2 inch in guttering. However, immediately after a heavy rain, standing water may exceed 1 inch for a short period of time and this is not considered a deficiency. Water shall not become trapped under roof rolling.

Blister in roof rolling is acceptable and specifically not warranted.



- A small amount of water may pond on a flat built roof and this is not considered a deficiency; however, flat built roofs should drain. Water shall drain from a flat or low-pitched roof within 24 hours of a rainfall.
- BUILDER assures that a flat built roof will drain to substantially meet the local guidelines..



- Roofing materials such as shingles and/or roofing tiles shall be free of defects in material and workmanship during the Term of this Limited Warranty.
- Shingle deficiencies are manufacturer’s responsibility.
- Shingles should be installed according to the manufacturer’s instructions.
- Asphalt shingle edges or corners shall not curl or cup more than 1/2 inch.
- Asphalt shingles shall overhang roof edges by not less than 1/4 inch, and not more than 3/4 inch, unless manufacturer’s instructions indicate otherwise.
- Asphalt shingle surfaces shall not buckle in excess of 1/4 inch.
- Nails shall not loosen from roof sheathing to raise asphalt shingles from surface.
- The BUILDER is not responsible for damages due to winds exceeding 30 mph in velocity. Ice buildup on roofs causing leaks is not the BUILDER’S responsibility. OWNER must keep all valleys and flashings free of debris. Leaks or damage caused by OWNER negligence is not covered by this limited Warranty.



- Roof or flashing leaks is considered a deficiency unless leaks are caused by severe weather conditions.

BUILDER is not responsible for ice buildup on a roof, especially eaves. This condition naturally can occur when snow or ice accumulate. BUILDER is not responsible for leaks caused by ice buildup.



- BUILDER shall install attic vents and/or louvers to meet local standards.

SOLAR HOT WATER SYSTEMS

The OWNER is responsible for maintaining solar hot water systems after closing. Regular maintenance is to be scheduled by the OWNER.



- The BUILDER will install the hot water system or heating and cooling systems to I.M.P.S. Manufacturer's Installation Manual. System should operate properly.
- The BUILDER will repair or replace components, parts or panels in accordance with manufacturer's warranties and/or guarantees if less than one year from closing or occupancy.
- The BUILDER is responsible for roof penetrations, or sagging roofs due to BUILDER'S installation of solar systems for two years including interior damage caused by leaks.

SPRINKLERS, BUBBLERS AND DRIP SYSTEMS



- If included in the Sales and Purchase Contract, the BUILDER shall supply a properly functioning system. Heads should be placed to cover area intended with water pressure and volume available.
- Trenches should be filled and compacted. Heads not working properly should be replaced if defective during first 90 days.

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.

WINDOWS

- Metal, wood and plastic windows should operate with no greater operating force than that described in the manufacturer's specifications at the time of closing or occupancy. Double hung windows are permitted to move within a 2 inch tolerance up or down when put in an open position. BUILDER shall adjust any excessive movement ONE TIME ONLY during the term of this Builder's Limited Warranty.



- Weather stripping not fitted properly is considered a deficiency.
- The installation of storm windows or storm doors to provide greater protection against the elements is often recommended and is the OWNER responsibility.



- Windows and skylights, which leak, are considered a deficiency.
- BUILDER shall take corrective action to repair or replace any window hardware that does not properly lock or perform its intended purpose.
- BUILDER shall take corrective action to adjust or replace storm windows and screens, when installed by BUILDER, which do not operate or fit properly to provide protection for which they are intended ONE TIME ONLY during the term of this Builder's Limited Warranty.



- No daylight shall be visible around frame when windows are closed. BUILDER shall repair to meet this guideline if daylight is visible when window is closed. Some air infiltration is usually noticeable around doors and windows, especially during high winds, and is not considered a deficiency.



- A maximum operating force of 35 pounds is required on all residential vertical-sliding, single and double hung and aluminum windows.
- A maximum operating force of 25 pounds is required on all wood framed, aluminum and horizontal-sliding windows.
- The BUILDER will repair or replace windows as needed to substantially meet these guidelines ONE TIME ONLY during the term of this Builder's Limited Warranty.



- Condensation between the panes of double-paned glass is considered a deficiency. Window grids shall not disconnect, fall, or become out of level.

Scratches in glass and missing screens are specifically not covered in this Builder's Limited Warranty and must be noted at the PreClosing Walk-Through.

WOOD

Floor Squeaks

Floor squeaks not caused by de-lamination or loose sub floor are specifically not covered under this Builder's Limited Warranty.



- Loose sub-flooring is unacceptable.
- The BUILDER will secure loose sub-floors or take other corrective action to eliminate squeaking to the extent possible within reasonable repair capability, as determined by BUILDER, without removing floor finishes.



- Exterior sheathing and sub-flooring, which delaminates or swells on the finished side in which a finish material has been applied is considered a deficiency and BUILDER shall repair or replace as required. Replacement of the finish material, when necessary, is not guaranteed to match in texture or color to the original finish material.

Uneven Wood Floors



- The BUILDER will repair an uneven wood floor if it is more than 3/8 inch higher or lower than any other point on the surface within 20 feet, or proportional multiples of the preceding dimensions.



- The diagonal of a triangle with sides of 12 feet and 16 feet along the edges of the floor shall be no more than 1/2 inch more or less than 20 feet.
- The BUILDER shall repair to meet the Guidelines of this Limited Warranty by correcting any wood floor that has a 1/4 inch ridge or depression within any 32 inch measurement.

Trim Workmanship

- Gaps or spaces exceeding 1/8 inch in width in joints of molding or adjacent materials to moldings, is considered a deficiency.
- Caulking or nailing of trim is considered an acceptable method to eliminate the gap. BUILDER is not responsible for exact color match.
- Nails are to be properly set and nail holes filled with putty.
- Splits, cracks, and checking greater than 1/8 inch in width is considered excessive.
- Hammer marks on interior trim shall not be readily visible from a distance of 6 feet under normal lighting conditions.

Deterioration of Varnish or Lacquer Finishes

- Interior finishes, which deteriorate during the term of this Builder's Limited Warranty, are considered a deficiency.
- BUILDER shall repair deficiency; however, BUILDER is not responsible for exact match in finishes.

**Finished Wood—
Exterior**

- Joints between trim that exceed 1/8 inch is considered a deficiency. BUILDER may use caulking or a similar material to fill the joints or gaps. The BUILDER is not responsible for matching the finish or color of the finished wood.



- BUILDER shall take corrective action to repair or replace any exterior trim, which is damaged and readily visible, if noted at the Pre-Closing Walkthrough. BUILDER shall repair or replace affected trim to meet the standards of this Builder's Limited Warranty. Refinished or replaced areas are not guaranteed to match surrounding areas in color, texture or wood graining.



- BUILDER shall fill nail holes where required; however, varnish, paint, stain or touch-up areas are not guaranteed to match original finish materials or coatings.
- Joints between exterior trim elements and siding or masonry, which are in excess of 1/4 inch, shall be caulked. Exterior trim abutting masonry siding shall be capable of performing its function to exclude the elements. Touch-up of finish coatings where required are not guaranteed to match in color or texture between dissimilar material.

Split Exterior Trim Boards



- All splits in wood exceeding 1/8 inch is considered a deficiency and must be filled by BUILDER during the Term of this Limited Warranty. After the expiration of this Limited Warranty, splits of any nature are the OWNER'S responsibility. The BUILDER is not responsible for matching the finish or color of the trim.

Bowed and Twisted Exterior Trim Boards



- Twists and bows in exterior trim wood that exceeds 3/8 inch in an 8 foot section is considered a deficiency and must be repaired or replaced during the term of the Warranty. Builder shall fill splits exceeding 1/4 inch in width.
- Cupping in wood trim which exceeds 3/16 inch in 5 1/2 inches is considered a deficiency.
- BUILDER shall repair or replace as required unfilled, splits exceeding 3/8 inch in width on any beam or post exceeding 2 1/2 inches or greater in thickness. Caulking or other similar material used by BUILDER is not guaranteed to match in color or texture of original wood beam or post. The BUILDER is not responsible for matching the finish or color of the replaced or repaired boards.
- Exposed wood columns shall not bow or be out of plumb more than 3/4 inch in 8 feet when measured vertically.

Framed Walls



- Exterior and Interior framed walls or ceilings bowed in excess of 1/2 inch within a 32 inch horizontal measurement or 1/2 inch within any 8 foot vertical measurement shall be corrected to meet the specific guidelines of this Builder's Limited Warranty.



- Wood frame walls that are more than 3/8 inch out of plumb for any 32 inches in any vertical measurement shall be corrected by BUILDER to meet the guidelines of this Builder's Limited Warranty.



- The diagonal of a triangle with sides of 12 feet and 16 feet along the edges of the floor shall be 20 feet plus or minus 1/2 inch. BUILDER shall make necessary modifications to comply with local construction standards.

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NON-WARRANTED CONDITIONS

This Limited Warranty covers only those items specifically described in Section V above: Warranty Coverage and Conditions.

A. THERE ARE NO EXPRESS WARRANTIES COVERING THE HOME OR THE PROPERTY ON WHICH IT IS LOCATED EXCEPT AS SPECIFICALLY PROVIDED HEREIN, AND 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.

B. Specific Description of Certain Non-Warranted Items

Section VI 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 covered by this Limited Warranty.

Failure to include any item in Section VI, or to specifically exclude any item that is not actually covered by this Limited Warranty, shall not create any presumption or implication whatever that the item is covered by this Limited Warranty.

C. 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.

D. Manufacturer's Warranties

Certain items that are not covered by this Limited Warranty may be covered by manufacturer's warranties. Those manufacturer's warranties are listed in Section VII 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 those manufacturer's warranties.

SPECIFIC NON-WARRANTED CONDITIONS

In addition to all of the limitations on the coverage of this Limited Warranty, the following items are specifically not covered:

1. Any change in the drainage pattern of the lot due to landscaping, installation of patio or service walks, or other reasons, should be done in a manner, which will retain proper drainage slope. The BUILDER assumes no responsibility whatsoever for the grading or stagnant pool formation if the established pattern is altered.
2. Concrete foundations, walks, drives, patios, etc., 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 covered by this Limited Warranty. Only cracks specifically described in Section V shall be warranted.
3. Masonry and mortar can develop cracks due to shrinkage in either the mortar or brick. This is normal and should not be considered a defect. It is not covered by this Limited Warranty except as specifically described in Section V.
4. Ice build-up or damage caused by ice buildup on roofs, valleys, gutters or downspouts is specifically not warranted. Leaks as a result of ice build-up are also specifically not warranted.
5. This Limited Warranty does not cover leaks due to snow or rain driven into the attic through louvers or vents. Proper ventilation of the home requires the BUILDER to install vents and/or louvers.
6. The manufacturer's warranty on your roof covers materials only and does not cover the cost of labor. Limited Warranty claims for any defects in materials will be handled with the manufacturer. The BUILDER shall specifically not be responsible for any damages caused by walking on the roof or installing a TV antenna or other appliance on a roof.
7. Any damage or defects resulting from Acts of God are not warranted and should be handled through the OWNER'S hazard insurance carrier.
8.
 - (a) Most bricks will discolor due to the elements, rain run-off, weathering and bleaching. The color of bricks is specifically not warranted.
 - (b) Heat from fire will alter the color and finish of fireplace bricks, which are specifically not warranted.
 - (c) Heat and flames from "roaring" fires will cause cracking of firebricks and mortar joints. These cracks are specifically not warranted.
9. Exterior and interior caulking, caulking in bathtubs, shower stalls and ceramic tile surfaces will crack or bleed somewhat in the months after installation. This is normal and is not warranted except as specifically described in Section V.

10. 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 V.
11. There is no way to eliminate all floor squeaks. The BUILDER is specifically not responsible for eliminating all floor squeaks. Generally, floor squeaks will appear and disappear over time with changes in the weather. Floor squeaks are specifically not warranted, except as specifically described in Section V.
12. 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.
13. Broken glass or mirrors which are not noted on the New Home Orientation form prior to Closing or Occupancy of the home will not be warranted.
14. 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 V, drywall (sheetrock™) cracks, nail pops, seams, joints, corners, etc., are specifically not warranted.
15. 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. Any defect with interior painting and/or staining that is not noted at the New Home Orientation PreClosing Walk-Through is not covered by this Limited Warranty. No painting is covered by this Limited Warranty except as specifically provided in Section V.
16. 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 covered 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 Homeowner 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.
17. 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 V.

18. Dripping faucets, toilet adjustments and toilet seats are only covered by this Limited Warranty to the extent described in Section V. 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 of the service call.
19. The OWNER must take precautions to prevent freezing during severe cold weather, such as removing outside hoses from sillcocks, leaving faucets with a slight drip, opening door cabinets under sinks, and turning off water system if the home is to be left unoccupied for extended periods during cold weather. Except as stated in Section V, frozen pipes are not warranted. Under no circumstances are sillcocks warranted.
20. 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 the Limited Warranty. It is also good policy to have the equipment serviced or checked at least once a year.
21. Clogged air conditioner condensation lines is an OWNER maintenance item. The BUILDER shall provide unobstructed condensation lines at the time of first occupancy only.
22. 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 V, ductwork is not warranted.
23. Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. The BUILDER has installed ground fault interrupter circuits in accordance with approved electrical codes. Occasional Tripping is to be expected and is not a warranty item. Service calls to reset tripped breakers will be billed to the OWNER. Burned out light bulbs are specifically not warranted and service calls resulting in burnt out light bulbs will be billed to the OWNER.
24. 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.
25. 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 floor covering deficiencies that are not noted on the New Home Orientation form prior to Closing are not warranted.

26. Exposure to light may cause spots and/or fading on carpets and wood floors. These conditions are specifically not warranted.
27. Door panels will shrink and expand, and may expose unpainted surfaces. This is normal and not warranted.
28. 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 or mars in tile, woodwork, walls, porcelain, brick, mirrors, 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 at the New Home Orientation are not covered by this Limited Warranty.
29. 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 re-grade the yard, nor remove or replace any shrubs, trees or sod except for those, which are noted as diseased at the New Home Orientation. Under no circumstances is sod a warranted item.
30. The BUILDER shall not be responsible for repair of such damages unless the damage was reported to the BUILDER at the time of the New Home Orientation prior to Closing or Occupancy.
31. The BUILDER does not warrant, and shall not be responsible for repairing, replacing, or correcting, any outside concrete flat work (including but not limited to driveways, walks, and patios) against cracking, flaking, scaling, spalling, pitting, discoloration, expanding, shrinkage, settling or any other problems whatsoever. With respect to all other concrete, except as specifically described in Section V, 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).
32. The BUILDER does not warrant, and shall not be responsible for, any 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.
33. 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.

34. Damage to real property, which is not a part of the home
35. Bodily or personal injury, damage to personal property, or damage to any property of others.
36. Any loss or damage, which the OWNER has not taken appropriate action to minimize as soon as possible.
37. Any defect in, or caused by material or work supplied by anyone other than the BUILDER or BUILDER'S employees, agents or subcontractors.
38. Loss of use, loss of opportunity, loss of market value, loss of rental value or any other similar consequential loss.
39. Defects in any property, which were not included in the original home delivered for the original sales price.
40. Consequential, incidental or secondary damages.
41. 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 employees of, agents or subcontractors.
 - B. Failure by OWNER to give prompt and proper notice to the BUILDER of defects. (See SECTION I — PROCEDURE FOR WARRANTY PERFORMANCE in this Limited Warranty.)
 - C. Loss or damage not caused by a defect in the construction of the home by the BUILDER, or BUILDER'S employees, agents or subcontractors.
 - D. 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.
 - E. Presence of, or damage from insects, birds or rodents.
 - F. Any loss or damage, which arises while the home is being used primarily for nonresidential purposes.
 - G. Any condition, which does not result in actual physical damage to the home.
 - H. 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.
 - I. Any claim reported after unreasonable delay or more than ten (10) days after the expiration of the warranty term.
 - J. Normal wear and tear and deterioration.
 - 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.

- N. Sound transmission between rooms, floor levels, adjoining condominium units in a building, or from the street in the home is specifically not covered under this Limited Warranty.

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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 are covered by manufacturers' warranties:

1. Dishwasher
2. Garbage Disposal
3. Trash Compactor
4. Ovens
5. Cook Tops
6. Microwave
7. Kitchen Vent Fan
8. Central Air Conditioner
9. Furnace
10. Water Heater
11. Whirlpool
12. Security System
13. Garage Door Opener
14. Light Fixtures
15. Central Vacuum System
16. Entertainment Systems
17. Roofing Shingles

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

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PROCEDURE FOR ARBITRATION

THE ARBITRATION PROCESS OUTLINED BELOW DOES NOT APPLY IF THE BUILDER'S CONTRACT, INCLUDING RELATED LEGAL MATERIALS, WITH THE HOMEOWNER INCLUDES SPECIFIC ARBITRATION PROCEDURES. The homeowner CAN ONLY utilize the *PROHOME* Arbitration Process if their purchase contract, including other related legal materials, specifically fail to specify Arbitration procedures.

***PROHOME* IS NOT INVOLVED IN THE POLICIES OR PROCEDURES OF THIS OR ANY OTHER ARBITRATION ELECTED UPON BY OWNER AND/OR BUILDER.** The Arbitration Process shall not apply to any home for which *PROHOME* enrollment is not registered by the BUILDER or if the warranty term of the home is expired.

Any and all claims, disputes and controversies by or between OWNER and BUILDER arising from or related to this Builder's Limited Warranty, to the subject Home, are considered applicable to this Procedure For Arbitration.

If the BUILDER'S contract or related legal materials with OWNER does not include specific arbitration procedures, both the OWNER and BUILDER shall each choose an Arbitrator. Both parties shall agree on a single Arbitrator of the two chosen and shall comply with the chosen Arbitrators, rules, forms and policies. If a single Arbitrator cannot be agreed upon by BUILDER and OWNER of the two chosen Arbitrators, a third Arbitrator shall be chosen and agreed upon, by the two Arbitrators initially chosen by the OWNER and BUILDER. OWNER and BUILDER agree to comply with the third chosen Arbitrator's rules, policies and regulations for arbitration.

Any party shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing this arbitration agreement. The decision of the Arbitrator shall be final and binding and may be entered as a judgment in any State or Federal court or competent jurisdiction. Any disputes concerning the interpretation or the enforceability of this arbitration agreement, including without limitation, its revocability or void ability for any cause, the scope of arbitral issues, and any defense based upon waiver, estoppels or laches, shall be decided by the Arbitrator.

The administrative fee charged for the arbitration service shall be borne equally between OWNER and BUILDER. The Arbitrator's compensation fee shall be borne equally by the arbitrating parties for single-Arbitrator arbitrations. Additional fees may be assessed in accordance with the arbitration rules and fees.

The parties expressly agree that this arbitration provision involves and concerns interstate commerce and is governed by the provisions of the Federal Arbitration Act, (9 U.S.C. § 1, et seq.), now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule; and to the extent that any state or local law, ordinance or judicial rule shall be inconsistent with any provisions of the rules of the arbitral association under which the arbitration proceeding shall be conducted, the latter rules shall govern the conduct of the proceeding. **If any provision of this arbitration agreement shall be determined to**

be unenforceable by the Arbitrator or by court, the remaining provisions shall be deemed to be severable there from and enforceable according to their terms.

YOU MAY HAVE SPECIFIC RIGHTS THAT VARY FROM STATE TO STATE REGARDING BINDING ARBITRATION, WHICH WILL TAKE PRECEDENCE OVER THIS PROCEDURE FOR ARBITRATION.

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. Repairs shall be finished or touched up to match surrounding areas as closely as practicable. However, exact match cannot be guaranteed.
- C. Notwithstanding anything else contained herein, for any problem covered 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.
- D. 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.
- E. Steps taken to correct defects shall not act to extend the term of this Limited Warranty.
- F. If the BUILDER repairs or replaces, or pays the reasonable cost of repairing or replacing, any defect covered by 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.
- G. Should any provision of this Limited Warranty be deemed unenforceable by a court of competence jurisdiction, that determination will not affect the enforceability of the remaining provisions.
- H. This Limited Warranty is to be governed by and construed in accordance with the laws of the state in which the home is located.
- I. 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.
- J. This Limited Warranty contains the entire express warranty granted by the BUILDER to the OWNER and supersedes any previous contracts or agreements or representations relating to warranties, whether oral or written. OWNER ACKNOWLEDGES THAT THE BUILDER HAS MADE NO REPRESENTATIONS, PROMISES, WARRANTIES OR AGREEMENTS WHATSOEVER CONCERNING THE HOME OR THE PROPERTY ON WHICH IT IS LOCATED WHICH ARE NOT STATED HEREIN.
- K. OWNER acknowledges if the BUILDER chooses to repair, replace, address or discuss the improvement of any non-warrantable 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-warrantable 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 COSTS, 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.

THIS BUILDER'S LIMITED WARRANTY GIVES SPECIFIC LEGAL RIGHTS TO THE OWNER, OTHER LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE, MAY ALSO BE AVAILABLE.

AFTER THE TERM OF THIS WARRANTY EXPIRES

PROHOME HOME MAINTENANCE PLAN

PROHOME hopes to make your experience with your new home a pleasant one. We know that it is sometimes difficult to know who to call after the term of this Builder's Limited Warranty expires.

In some locations across the country, *PROHOME* offers a program called the **HOME MAINTENANCE PLAN**. This annual service agreement provides you with the following benefits:

- ◆ One Call Convenience for any maintenance or repair need
- ◆ 24 Hour Emergency Service
- ◆ Guaranteed Workmanship on all work performed
- ◆ Labor and Material Discounts for every job

PROHOME HOME PROTECTION PLANS



the warranty group™

Most new construction homes come with a builder's warranty, providing coverage for up to one year on mechanical systems and built-in applications. It's a great benefit – and now you can help avoid repair bills for another four years!

The New Construction Home Protection Plan offers four years of coverage for one low price. The plan picks up where the builder's plan ends, providing protection for years 2 through 5.

Add 4 years of coverage on many mechanical systems and appliances*, including...

- ◆ Heating
- ◆ Air Conditioning
- ◆ Plumbing
- ◆ Electrical
- ◆ Water Heater
- ◆ Dishwasher
- ◆ Garbage Disposal
- ◆ Built-In Microwave
- ◆ Range / Oven / Cooktop

*To apply, or for sample terms and conditions, coverages and limitations, please refer to the Home Protection Plan Application.

Ask your *PROHOME* representative if these services are available in your area.

SECTION X AFTER THE TERM OF THIS WARRANTY EXPIRES

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**PROHOME LIMITED WARRANTY ACKNOWLEDGEMENT
OF UNDERSTANDING AND ACCEPTANCE**

The undersigned acknowledge that we have received a copy of the foregoing Builder's Limited Warranty, Warranty Identification: **PROHOME PHI-14.3**. The undersigned further acknowledges that we have read, understand, and accept the foregoing Limited Warranty, Warranty Identification: **PROHOME PHI-14.3**.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING THE UNDERSIGNED ADDITIONALLY ACKNOWLEDGE THAT WE HAVE READ AND UNDERSTAND THE SPECIFIC LIMITATIONS ON THE COVERAGE OF THIS LIMITED WARRANTY CONTAINED IN SECTIONS V AND VI, INCLUDING PARAGRAPH A OF THAT SECTION VI.

The undersigned understand and agree that these are only conditions for which we have contracted, and that we will not hold the BUILDER liable for any conditions beyond those specifically listed in this Builder's Limited Warranty.

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: _____

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

DATE: _____,

OWNER: _____
SIGNATURE

DATE: _____,

OWNER: _____
SIGNATURE

ADDRESS: _____

Forward this Executed Acknowledgement Page (White Copy) to your BUILDER prior to the Term Commencement of this BUILDER'S Limited Warranty.

Retain Yellow Copy of this Acknowledgement Page for your records. This Limited Warranty 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.

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