

Homeowner's Manual

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Dear Valued Customers,

We are pleased you have taken the time to examine our homes, built with quality products & skilled workmanship & customized to your needs.

Our decentralized building operation allows our local field operations people to carry on the day to day building activities. To aide them with technical matters we provide assistance and back them up with our manufacturing facilities, and skilled staff to assure that the product we deliver is such that you will find it all that you hoped your dream home would be.

Before taking possession of your new home, you will be asked to meet with the Project Manager who has been in charge of the construction of your home. The purpose of this meeting is to familiarize you with the operation of all equipment, to review all owners' maintenance responsibilities, and to make a pre-settlement walk through of your home. Any items that are not up to industry standards of workmanship will be listed for correction.

A Company representative will make a final review within six months after the pre-settlement closing. Problems, which relate to the original construction, if any, should have become apparent by this time. You should keep a list of any such problems, and we will take care of them directly after the final review in accordance with the "Homeowner's Limited Warranty" which is set forth in the back of this booklet.

Normally, final repairs and adjustments can be completed within 10 days of original notice, (Weather permitting). Emergency items those that make living in the home unsafe, will be repaired immediately.

For your benefit, we urge you to read these pages carefully and to review them from time to time for we believe it will help you in protecting your investment.

We wish you a lifetime of happiness and Piece of mind in your new home.

Sincerely,

Donte Lee
Owner & President

Owner's Message

The information in this booklet is presented to assist you in selecting and maintaining your new home. The purchase of a new home may be the biggest single expenditure you will make in your lifetime. We expect it to be a happy & satisfactory experience for you & your family. We encourage you to ask questions about anything that you don't fully understand & are not comfortable with.

In the first section of this booklet, we describe the process of viewing model homes, selecting options, signing the purchase agreement, obtaining a mortgage, reviewing the completed home closing, and moving into your new home. It is important that you understand this process so that everything goes as smoothly as possible and you know exactly what you're getting.

The next portion of this guide deals with the regular maintenance of your home so that you may obtain maximum satisfaction from it. We stress that a good home does require regular maintenance. From the day you move in, your home will undergo wear & tear like any other product that is subject to every day use and the elements. However, if the instructions in this guide are followed step-by-step, you should be able to prevent many problems and take care of most of the maintenance yourself with only occasional reliance on professional service personnel over the years you live in your home.

In most locations, the construction of each custom home includes our Standard Energy Package (S.E.P.). This construction process has evolved over several years. The intent of the S.E.P

construction process is to give you a well insulated home and to reduce **air infiltration** and save you money in the long run in air conditioning & heating bills. This is a significant detail that most builders overlook.

In the final pages of this booklet, you will find our homeowners limited warranties. Please read it thoroughly and make certain you understand it fully before you execute a purchase agreement.

A very high percentage of our customers come from the recommendation of our current homeowners. We look forward to serving you and hope that you will be so utterly satisfied about your new home that you will in turn recommend us to others.

Owner/President

Builder



Selecting Your Custom Home

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Selecting Your Home

Seeing the Model Homes

Our Homebuilding Operations build different types of homes in a number of geographically separated communities. The location of these communities is selected in order to provide you with a choice of educational systems, convenient shopping, and easy access to transportation and a variety of price ranges. Our models let you see different architectural designs, floor plans, exterior color combinations and material usages. Because of our wide variety of options, all available options cannot be shown on one model. If you don't see a type of design or an option that you are interested in, ask if it is available. For various reasons options on a home may vary from community to community.

Color Coordinated Exterior Schemes

In most locations, we have a color selection guide from which you may pick the exterior colors of your Custom home. The guide has been carefully planned by professional designers to create the most pleasing blend or coordinated color schemes.

The result is a more beautiful home for you and a more attractive neighborhood, which not only protects but enhances the value of your investment.

Pricing of the Home and Home site

Similar models may sell for different prices in different communities for various reasons. The cost & Cut of the land, building permits, water & sewer fees and local, state & Federal building code requirements all have an effect on selling prices. Despite spiraling material & construction costs, the purchase price of your new custom home does not

change after you have signed the purchase agreement and specified the options and custom items you want. For pricing information see the price list published for the community in which you are interested or your Sales and Marketing Representative.

Home Setting

The location of your home on the property is determined by many factors. Some of them are:

- 1) Municipality requirements for set back and side yards.
- 2) Soil Conditions and topography
- 3) House type
- 4) Drainage
- 5) Easements
- 6) Sewer tap elevation
- 7) Driveway gradient

We use both professional engineers and our building Project Managers to properly "set" your home, both laterally and vertically on the property. In some cases, governmental agencies require a detailed home location or a "plot plan". We must then be sure the home is situated according to that plan. Home setting is a critical issue. The builder has the responsibility to set your home professionally. Sometimes additional trees must be removed to correctly establish swales so that your yard drains properly.

We will build your home either "per plan" or "reverse plan". One is the mirror image of the other. The contour of the property itself dictates which way the house is built. This allows us to minimize the driveway slope and properly move water around the house. In all matters pertaining to home setting, the builder has sole discretion and responsibility. We will make sure to set your home on the property so that as many trees remain intact for your enjoyment.

Construction Schedule

When you sign your purchase agreement the Sales and Marketing Representative will refer to our long-term schedule and give you a tentative delivery date. Before the start of construction, there are several things that you need to do. At a minimum, the selection sheet for your home must be completed, the mortgage approval must be obtained, and the balance of the down payment, as may be required by the purchase agreement, must be turned over to the builder.

When these items have been completed and we are in a position to start, the home is put on our production schedule. Construction time may vary depending on the size of the home you have purchased, the area in which we are building and other circumstances. At the time we begin construction, we will inform you of the scheduled tentative delivery date and within approximately 30 days of the anticipated completion of construction, we will be in touch with you to coordinate the date of pre-settlement and closing.

The completion of your new custom home is not entirely under our control. The delivery date may vary due to weather, suppliers, and subcontractor availability. Therefore, allow some time between our scheduled delivery date and the date you have to be out of your current residence.

Since you cannot move into your new custom home prior to final statement, make your moving arrangements flexible. You should not establish a firm moving date until you have been informed of the exact closing date by our division office. We cannot be responsible for your living arrangements.

Substitutions

We are faced with the responsibility of constantly and continually evaluating our home plans and making changes in order to improve the style & quality of the home as well as to meet governmental building code requirements as they change.

Sometimes the tile, countertop or vanity coverings, paint, electrical fixtures, or other items selected by you may be unavailable when we are ready to order and use them. There are also times when there is a variation in color or composition from one tile or paint etc. to another of the same number. These variations cannot always be controlled because subsequent production runs may have small differences. Because of our desire to deliver to you the house of your dreams within a reasonable amount of time, we may have to make minor substitutions. We promise to stay as close to your original selection as possible.

Don't worry, You will be notified before major substitutions are made. In all cases, substituted items will be of similar quality, color, &/or style. So relax, your investment is in good hands.

Questions

There are literally thousands of details that are involved in the building of your home and it is impossible for us to tell you all of the things that may arise before, during and after construction. If you have any questions that you would like answered or explained, please ask them.

Questions about construction of your new custom home should be discussed with your Sales and Marketing Rep. or the Project Manager. It may be necessary for an appointment to be scheduled. Our Project Managers are often responsible for several communities. Since their schedule is usually pretty busy, it may take them up to 24 hours to return your call. Please have patience.

Also, if you wish to visit your home-in-progress, please schedule an appointment with your Sales and Marketing Rep. or Project Manager. Homes under construction contain many potential hazards and are no place for children. For insurance reasons, it's necessary that you be accompanied by a representative of the Builder.

Utility Obligations

In most communities you personally must apply for activating telephone, water and electrical services. In some cities, utility companies require advanced notice in order to provide you with service in the time frame you require.

Pre-Settlement Demonstrations

During all the steps previously mentioned and until the completion of your new custom home, your Project Manager is constantly inspecting your home. You should be aware that there are different levels of inspections from local to state to Federal.

Before taking possession of your home, you will be asked to meet with the Project Manager who has been in charge of the construction of your home. The purpose of this meeting is to familiarize you with the operation of all equipment, to review owner's maintenance responsibilities and to make a pre-settlement demonstration of your home. Any items that are not up to industry standards will be listed for correction.

Please review kitchen cabinets, Plumbing fixtures and lighting fixtures, resilient floors, siding, carpet and other visible items very carefully for scratches, chips or flaws of any kind, because these items will not be replaced or repaired after you have occupied the home. It must be assumed that any such damage resulted from your use of the home if not identified during the pre-settlement demonstration.

We also ask that you pay close attention to all of the Project Manager's instructions, particularly on how to care for the kitchen cabinets, countertops, appliances, furnace and water heater. All agreed upon items for correction will be listed on the pre-settlement form, a copy of which will be given to you. Items listed should be attended to in 10 days, weather permitting. When all listed items are completed, you will be asked to sign the demonstration form that the work has been done.



Closing

Closing will take place at Stanton View Development's office or another designated closing office. You will be given possession of the home following satisfactory completion of pre-settlement and closing, including transfer of funds.

You may not move your family or any of your belongings into the home before the final settlement takes place.

Service & Final Review

A final review will be scheduled with you by phone or letter (in advance) to take place during the six months immediately after you occupy the home. The purpose of this review is to identify at one time any and all problems which have developed during the early months of occupancy. When the items listed during the final review are repaired, you will be asked to sign the review form stating that all repairs have been made to your satisfaction. It is very unlikely that any further problems will occur which are the result of deficiencies in the original construction. If you maintain your home carefully, it should remain in excellent condition for many years to come.

In **emergency situations** (anything that may make the premises uninhabitable or cause lasting damage) you should telephone directly to those companies listed on the emergency phone list you received at the pre-settlement demonstration. If you are unable to cope adequately with the problem, call our division office for assistance between the hours of 8:00a.m. and 5:00p.m. on normal work days. The address and telephone number are listed on page 93.

Easements and Restrictive Covenants

It is very likely that easements on or adjacent to your lot have been granted to municipalities or utility companies. They typically include right-of-way areas for street and sidewalk, as well as electric, telephone, sewer, water and gas utility lines. In some cases drainage easements have been established to control water run-off.

The easements are normally included on your plot plan, the community map, and/or the recorded plot plan. This may not always be the case, however, because easements can be created at any time. They are, however, a matter of record and can be found on file at the Court House. Please remember that the use of land within recorded easements is at the discretion of the municipality or utility companies. We have paid careful attention to these easements in locating your home on the lot and in the grading of your home site. It's important not to change any grades in your drainage easements or install any structures of a permanent nature in easement areas.

Sometimes restrictive covenants may have been recorded by the community in which your new home will be built. These covenants are designed to protect the value of your property by prohibiting, without approval, certain practices such as keeping of livestock, erecting of fences, yard keep, etc.

The restrictions vary from community to community. You're Sales and Marketing Representative can supply you with a copy of these restrictions for your community.

Last but not least, there are zoning and community regulations that apply to your community. Such as regulations governing building setback lines, side yard regulations, square footage regulations, and in some cases may cover the extent and type of alterations you can make to your property. Check with your local governmental authorities if you plan to alter your home or grounds.

Service and Maintenance Guide

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I. Introduction

PLEASE READ THIS CAREFULLY AND MAKE SURE YOU UNDERSTAND THE DETAILS

The following is intended to get you comfortable with the responsibilities of the builder under this Limited Warranty. If a defect that results in actual physical damage to the home occurs, the Performance Standards will be used to determine the Builder's obligation under this Limited Warranty. If a specific defect is not addressed in the Performance Standards, one of the following standards will be used to determine the builder's obligation under this Limited Warranty:

- A:) Locally adopted codes; or
- B:) Model codes covering building, mechanical, plumbing and electrical systems (Appendix A for reference); or
- C:) Codes of nearby jurisdictions; or
- D:) Locally accepted building practices.

Also note that coverage on certain items varies within the Limited Warranty period and some items rely on proper maintenance and timely notification by the Homeowner. The Builder reserves the right to review each warranty claim individually based on the circumstances of the claim.

Any time that Warranty Service is performed during the Warranty Period, such service continues to be covered within the remaining original warranty period; however, there is not any extension to any service item beyond the original warranty period.

IMPORTANT!!!! READ THIS!!!!

The following list of page and section numbers refer to specific home maintenance items which must be performed by the Homeowner.

| | |
|---------------------|---------------------------------|
| Page 14, Item A | Landscaping |
| Page 20, Item 2.2a | Drain Lines and Sump Pumps |
| Page 18, Item 2.3a | Grading and Drainage |
| Page 35, Item 7.1a | Foundation Water Leaks |
| Page 36, Item 7.3a | Roofing, Gutters and Downspouts |
| Page 42, Item 7.7a | Caulking |
| Page 50, Item 9.2a | Ceramic Tile |
| Page 64, Item 12.1a | Plumbing |
| Page 67, Item 13.0a | HVAC |

II. HOMEOWNER RESPONSIBILITIES

The home requires an active maintenance effort on the Homeowner's part to reduce the likelihood of damage due to neglect, improper maintenance, or abnormal use. Various regional areas of the state have different local maintenance issues. Some specific Homeowner responsibilities are included under specific topics in the section on Performance Standards.

NOTE: Damage caused or made worse by Homeowner negligence, improper maintenance or improper use is expressly excluded under this Builders Limited Warranty.

A. Landscaping

To properly start your lawn, we recommend that you purchase a book on Lawn and garden care. Your lawn and/or shrubs will need regular and consistent attention. After final settlement, we cannot be responsible for seeing that this work is done. Your lawn and/or shrubs will show the effort you have put forth.

Seeded Lawns:

If your contract included a lawn package, you will receive a starter yard. The most important time for your yard will be the first thirty days. Begin to water immediately to establish a moist soil condition, preferably in the morning. After this, water every day to maintain a moist soil surface for 20 to 30 days. In hot weather, disease and fungus will attack wet grass, so you must allow an ample amount of time for the grass to dry off before nightfall. The amount of water your lawn requires will vary depending on: type of soil you have, temperature, humidity, wind and amount of rain. This is not the time to experiment on what you think might work. Please refer to the book you purchased on garden and Lawn care.

On new grass, it is important to keep the lawn mower blade sharp, so that the grass blades are cut, rather than pulled out or torn. Minimum cutting height of 2 ½ inches should be kept in mind. Do not rake newly seeded lawns, if possible bag or collect clippings to encourage new growth.

PLEASE NOTE: Stones which surface to the top are normal and should be removed by hand.

Your lawn will need to be fertilized and/or limed. Do not fertilize in hot weather, and always water after applying fertilizer. The most important item your new lawn will need is water, water and more water. The Builders Warranty does not include the replacement of seeding, sod or shrubbery.

SODDED LAWNS:

Sod must be kept moist until the sod is well established (roots have grown into soil). This will usually take 3-4 weeks. After turf begins to grow, reduce watering to 2-3 times a week. Leave sprinkler in the same spot for 1 hour or when water runs onto the sidewalk or out of your yard. Then cut, water and fertilize as you would an established lawn.

TREES AND SHRUBS:

Water every other day for the first week, then once a week if temperatures are below 85 degrees, twice a week if above 85 degrees. It's important to soak the plants, not sprinkle the top of the mulch. Watering should continue through the fall of the first year. Trees need 5 gallons of water per week, more if it's hot. Shrubs and trees will need pruning and fertilizing. Again, we recommend that you purchase a book on garden & lawn care for more detailed instructions, there are too many variables to be specific. In most areas you can get additional information from your County Agricultural Agent.

*** Trees which exist on the lot prior to construction are not warranted.***

B. Homeowner Maintenance Tips

Your New Custom Home has been carefully designed and constructed to provide you and your family with a safe, comfortable home that needs a minimum of upkeep. However, in order to keep your New Home in perfect condition, some periodic attention on your part is necessary. We have summarized a few maintenance ideas that we hope will be exercised by you.

C. Mold

Mold is a naturally occurring fungus which is spread by microscopic spores. Residential home construction cannot be designed to exclude the possibility of mold spores circulating within the house and the subsequent development of mold. In order to grow, mold requires both a food source (i.e. fabric, carpet, drywall, wood and insulation, among others) and moisture. A homeowner can and should minimize moisture within the home in order to reduce or minimize mold growth. There are many possible sources of moisture within a home including, but not limited to, humidity, condensation, leaks, spills and overflows. Some or all of these sources of moisture can be prevented through good maintenance and housekeeping practices. It is important to note that if the source of moisture is not minimized within 24-48 hours, that it can prove to be the basis upon which mold may develop.

In light of the above, a homeowner has a continuing obligation to minimize the potential for mold growth and minimize mold when and if it develops. This can be affected by some or all of the following:

1. Regular vacuuming and cleaning of the house, including the use of mild bleach solutions where mold may be developing or has the potential for development.
2. During Seasons of high humidity minimizing the humidity within the home, including the use of exhaust fans, the air conditioner and taking other steps to evaporate or facilitate the evaporation of moisture. (Possibly a dehumidifier)
3. Inspection for leaks on a regular basis within the house and, in that regard, looking for wet spots, discoloration, musty odors and any visible signs of mold. Particular care should be given to the inspection of condensation pans in refrigerators and air conditioners. All leaks should be repaired promptly.
4. Any spills, puddles or other sources of moisture should be cleaned up and dried as soon as possible. Under no circumstances should water be allowed to pool or stand in your home. Any materials that cannot be thoroughly dried, including drywall, insulation or carpeting, should be replaced promptly.

If not withstanding all of these preventive measures, mold should develop; the affected area should be cleaned with proper bleach solutions.

Materials that cannot be cleaned effectively should be discarded. If the mold growth is severe, the services of a professional cleaner should be utilized. As your Builder STANTON VIEW DEVELOPMENT should only be contacted where the source of moisture is a direct result of a building defect or mechanical problem within the applicable warranty period. Such notification must be given within 24 hours in order to minimize the possibility that the source of moisture will lead to mold development. STANTON VIEW DEVELOPMENT will not be responsible for any damages caused by mold or by any other agent coming from or connected with the mold for property damage, personal injury, emotional distress, death or adverse health effects.

III. PERFORMANCE STANDARDS

A. One Year Warranty Items

1.0 GENERAL DATA

Coverage: 1st Year Only As Stated

Area: Workmanship & Materials as Stated

The Performance Standards list specific items (defects) within each separate area of coverage. The first section covers Workmanship and Materials: the second section covers Systems. The standards are expressed in terms of performance criteria. For easy comprehension, the format is designed as follows:

A. Service & Maintenance Tips

b. Problem Solving

1. Possible Condition – brief Statement, in simple terms, of problems that may be encountered.

2. Performance Standard – A performance standard relating to a specific deficiency.

3. Responsibility – A statement of the corrective action required of the Builder to repair the condition or a statement of the Homeowner’s maintenance responsibilities.

2.0 SITEWORK

Coverage: 1st Year Only

Area: Workmanship & Materials

2.1 Naturally Occurring Gases

A. Service & Maintenance Tips

It is possible that your Homeowner’s building lot or the surrounding area may be the source of any number of naturally occurring gases including, but not limited to, radon and/or methane. As a result of natural geological conditions, some areas may have a greater likelihood than others of producing such naturally occurring gases. In the case of radon, some experts believe that exposure to elevated levels for a sufficient period of time can increase the risk of cancer. In the case of methane, elevated levels within the home can, under certain circumstances, create a risk of fire or explosion. The Builder claims no expertise regarding the identification of or methods to reduce the levels of these naturally occurring gases. The U.S. Environmental Protection Agency and state and local environmental authorities are best able to render advice regarding the risk which may exist in a particular area, the risks associated with exposure to these naturally occurring gases, the methods available to detect and measure the levels of these naturally occurring gases and what, if any, remedial measures may be advisable in particular circumstances to reduce the risk of exposure to these naturally occurring gases.

“The Builder makes no warranty, either express or implied, as to the presence of naturally occurring gases, such as radon and/or methane, at or in the vicinity of the subject property.”

2.2 Sub-Surface Drainage Materials

A. Service & Maintenance Tips

Because Masonry basement walls are not waterproof in themselves, we have taken several steps to prevent water from entering your basement. We have damp-proofed the outside of the foundation below grade with a high-quality damp-proofing sealant. In most locations we have installed interior and/or exterior perimeter drainage to re-direct any water that may accumulate at the base of the foundation. It is important that you keep the ends of these drain relief pipes clear, so that the water flowing from around the foundation is not blocked. We have established the grade around the outside of the home to carry the water away from your home. (See "Landscaping")

Your sump pump (if your home is equipped with one) should be checked periodically, and if there is a float, check to see that it is operating freely. The sump crock should be flushed periodically to keep sediment from building up. For ease of operation, use silicone spray on the float and other moving parts.

2.3 Surface Drainage

A. Service & Maintenance Tips

Proper grading is essential to provide and maintain a dry basement. We have provided proper drainage around your home in general conformance with the approved site plan as determined by local requirements. In some cases, the addition of swales and mounding around the outside of the foundation wall may have been necessary. It is important that the established grades be maintained, and the swales remain open, so that surface water may flow away from your home. Gutters, downspouts, and splash blocks should be kept unobstructed and maintained to divert water away from the foundation.

Within the first year, we will provide on a one-time basis, labor and material to fill any areas next to the foundation. Upon request, we will supply one load of dirt one time only during the first year, for the Homeowner to fill sunken areas such as utility Lines, etc.

We cannot be responsible for the life of the planting when we accomplish this filling. **NOTE:** Grass/sod may not match existing yard. The Homeowner must continue to water new/replacement areas of grass and landscaping, as before.

B. Standards

1. Possible Condition

Settling of ground around foundation, utility trenches, or other areas.

Performance Standard

Settling of ground around foundation walls, utility trenches or other filled areas should not interfere with water drainage from the home.

Responsibility

If the Builder is required to provide final grading, the Builder will fill settled areas affecting proper drainage, one time only during the first year. The builder is responsible for removal and replacement of shrubs and other landscaping installed by the Builder affected by placement of the fill. Grassed or landscaped areas which are disturbed during repair work will be restored. The Builder is to restore, grade, seed, and landscape to meet proper conditions. Landscaping added by the Homeowner is not the responsibility of the Builder for movement, maintenance or replacement.

2. Possible Condition

Improper drainage of the site

Performance Standard

The necessary grades and swales shall have been established by the Builder to insure proper drainage away from the home. Standing or ponding water shall not remain for extended periods in the immediate area after a rain; except in swales which drain other areas. The possibility of standing water after an unusually heavy rainfall should be anticipated. No grading determination shall be made while there is frost or snow on the ground, or while the ground is saturated.

Responsibility

The Builder is responsible only for initially establishing the proper grades and swales in the areas disturbed by construction. The Homeowner is responsible such grades and swales once they have been properly established by the Builder.

Note: Ponding water shall be defined as visible surface water standing in low points in the yard, (not identified as permanent erosion control measures) generally 24 hours after cessation of a hard rain, and more that 48 hours in swales and other drainage areas identified on the site plan. Because of certain government restrictions; such as the Chesapeake Bay Act, the Clean Air Act, and local Environmental Protection Guidelines, may prohibit the Builder from entering onto undisturbed areas of the lot, therefore the areas must remain in their natural state regardless of proving otherwise positive drainage. Ponding or drainage caused by clearing, grubbing, raking, etc., by the Homeowner is not the responsibility of the Builder.

3.0 CONCRETE & ASPHALT

Coverage: 1st Year Only

Area: Workmanship & Materials

3.1 Porches, Steps, and Driveways

A. Service & Maintenance Tips

Most exterior concrete cracking is caused by frost or uneven sub grade settlement at sewers, drains, and utility line crossings. Minor cracks are a normal expectation and are best left alone. If cracks exceed established performance standards occur, our Production Department will inspect them. Salt & other de-icing chemicals used to melt snow and ice causes pitting of the concrete. (Even though you may not use salt, it will be tracked in from the street on feet or tires). In order to protect concrete from surface deterioration we recommend a concrete sealant available at most hardware or masonry supply houses, which when applied, will help retard the deterioration of concrete surfaces. Low spots in concrete drives are normal and can be broom swept after rain.

For asphalt drives, we suggest that you apply a driveway sealer to help improve the durability and appearance of the driveway. Asphalt driveways may be damaged by gasoline or oil spills or by sharp items, such as outdoor furniture Legs, bicycle kickstands, etc... Vehicles parked in one position over a long period of time may cause wheel depressions. Similar damage may also be made by turning the wheels of an automobile while it is standing still during hot weather.

On asphalt drives, the Builder will patch/fill sunken spots due to settlement of 2 inches or greater on a one-time basis during the first year of occupancy. We will not resurface the entire driveway because of sunken spots. On a stone driveway, we will supply extra stone for sunken sewer line areas only. We will not refill ruts resulting from the use of vehicles.

B. Standards

1. Possible Condition

Pitting, scaling or spalling of concrete work

Performance Standard

Concrete surfaces should not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions or weathering and use. However, surface spalling may also occur during exceptionally cold conditions due to moisture saturation and freezing.

Responsibility

The Builder will take whatever corrective action necessary to repair or replace defective concrete surfaces. The Builder is not responsible for deterioration caused by salt, chemicals, implements used, and other factors beyond the Builder's control, including moisture saturation and freezing due to exceptional cold weather. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

2. Possible Condition

Cracking, settling, or heaving of stoops, steps, non-structural patios, driveways, and lead walks.

Performance Standard

Stoops, steps, driveways and lead walks are not to settle or heave permanently in excess of one inch in relation to the house structure. Cracks in steps and driveways which exceed 1/4 inch in displacement between sections will be replaced. A separation of up to 1/2 inch is permitted where the stoop or steps abut the house or where an expansion joint has been installed.

Responsibility

The Builder will repair or replace concrete (at Builder's option) to meet standard. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

3. Possible Condition

Surface Cracks

Performance Standard

Surface Cracks in driveways and lead walks no greater than 1/4 inch.

Responsibility

The Builder will repair or replace concrete (at Builder's option) to meet standard. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

4. Possible Condition

Standing water on stoops

Performance Standard

Water should drain from outdoor stoops and steps. The possibility of minor water standing on stoops for a short period after rain can be anticipated.

Responsibility

The Builder will repair or replace concrete (at Builder's option) to assure drainage of steps and stoops. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

5. Possible Condition

Cracks in structurally attached patios with footing or foundation systems.

Performance Standard

Cracks in excess of 1/4 inch in width or 1/4 inch in vertical displacement are considered excessive and unacceptable in structurally attached patios.

Responsibility

The Builder is to repair as required. Where cracks are caused by settlement or improper installation, the Builder will replace that portion which has settled. Matching the color and finish of the adjacent surfaces cannot be expected.

6. Possible Condition

Stains on concrete caused by curing/sealing agents or lawn fertilizer

Performance Standard

These products can stain concrete, but usually fade with exposure to sunlight and weather.

Responsibility

None.

3.2 Foundation Walls

A. Service & Maintenance Tips

Our homes have either poured concrete or concrete block foundations.

The foundation walls are subject to a wide variety of stresses and strains. The base of the wall, being in the ground, maintains a fairly constant temperature; the top portion, extending out of the ground, is subject to extreme temperature changes from summer heat to winter cold causing concrete and masonry to expand and contract.

The soil on which the foundation rests may settle slightly creating stress. Don't be alarmed if you see cracks in your foundation walls. Minor cracks normally require no action. If a large crack appears, please inform the division office and a Builder Representative will inspect it. For additional information on foundation care see the sections on grading and waterproofing.

B. Standards

1. Possible Condition

Basement or foundation wall cracks

Performance Standard

Shrinkage cracks are not unusual in concrete foundation walls. Such cracks greater than 1/8 inch in width are to be repaired.

Responsibility

The Builder will repair cracks in excess of 1/8 inch width by pointing or patching.

3.3 Basement and Garage Floors

A. Service & Maintenance Tips

Concrete will contract and expand due to changing temperatures. Cracks are a normal expectation and are best left alone. Because of the nature of the concrete materials, some minor low spots may occur on your basement floor. Therefore, some sections of the floor may have to be broom swept to remove water during cleaning. Cracks or low spots will not affect the overall strength of the floor. Color variation of concrete is normal. Color will become more uniform with age.

Occasionally, basement floors will collect water as a result of condensation of warm, moist air on the fold basement floor. For an explanation of this condition, see "Condensation". Mildew may also result from this condition. You should be selective about what you store on a basement floor. Items that are susceptible to moisture should not be stored on concrete floors.

B. Standards

1. Possible Condition

Separation or movement of concrete slabs within the structure at joints

Performance Standard

Concrete slabs within the structure are designed to move at joints

Responsibility

None

2. Possible Condition

Cracking of basement floor and house slab

Performance Standard

Minor cracks in concrete basement floors are normal. Cracks exceed 3/16 inch in width or 1/8 inch in vertical displacement shall be repaired.

Responsibility

The Builder will repair cracks exceeding maximum tolerances by surface patching or other methods as required.

3. Possible Condition

Cracking of slab in attached garage

Performance Standard

Cracks in garage slabs in excess of 3/16 inch in width or 1/8 inch in vertical displacement shall be repaired.

Responsibility

The Builder will repair cracks exceeding maximum tolerances by surface patching or other methods as required.

4. Possible Condition

Uneven concrete floors/slabs.

Performance Standard

Except for basement floors or where a floor or portion of floor has been designed for specific drainage purposes, concrete floors in rooms designed for habitability shall not have pits, depressions, or areas of unevenness exceeding 1/4 inch in 32 inches.

Responsibility

The Builder will correct or repair to meet the performance standard. When applicable, surface patching is an accepted method of repair. The Builder will reinstall or replace any finish flooring materials originally provided by the builder as necessary.

5. Possible Condition

Cracks in concrete slab-on-grade floors with vinyl "sheet goods" finish flooring.

Performance Standard

Cracks which rupture the finish flooring material shall be repaired.

Responsibility

The Builder will repair cracks, as necessary, so as not to be readily apparent when the finish flooring material is in place. The Builder will repair, re-install, or replace any finish flooring materials originally provided by the builder as Necessary (At the Builder's option).

4.0 MASONRY

Coverage: **1st Year Only**

Area: Workmanship & Materials

4.1 Foundation Walls

A. Service & Maintenance Tips

Whether surface parged and painted block or concrete, the grade adjacent foundation walls has a tendency to settle and expose some portion of the wall. (See Surface Drainage)

Where appropriate, please consult your local paint or hardware store to select the type and color of masonry paint required to maintain these areas.

B. Standards

1. Possible Condition

Basement or foundation wall cracks

Performance Standard

Small cracks not affecting structural stability are not unusual in mortar joints of masonry foundation walls. Cracks greater than 1/8 inch shall be repaired.

Responsibility

The Builder will repair cracks in excess of 1/8 inch by pointing or patching.

These deficiencies shall be reported and repairs made during the first year of the warranty period.

4.2 Brick Veneer

A. Service & Maintenance Tips

The brick selected for your home has been professionally color coordinated with your exterior siding package to provide a handsome exterior scheme as integrated with your surrounding neighborhood.

Please refrain from planting ground cover or Ivy which could creep up the foundation wall, and as a result, dilute the strength of the mortar. The Builder can not be held responsible for the appearance of cracks resulting from vegetation or other homeowner negligence items.

B. Standards

1. Possible Condition

Cracks in masonry walls, veneer, brick steps, or stoops

Performance Standard

Small hairline cracks due to shrinkage are common in mortar joints in masonry construction. Cracks greater than 1/8 inch in width are considered excessive.

Responsibility

The Builder will repair cracks in excess of performance standard by pointing or patching. The Builder will not be responsible for color variation between old and new mortar. These repairs should be made toward the end of the first year warranty period to permit the home to stabilize and for normal settlement to occur.

5.0 METALS

Coverage: **1st Year Only**

Area: Workmanship & Materials

5.1 Porch/Areaway Rails

A. Service & Maintenance Tips

Ornamental iron rails, due to their location, are often exposed to severe climate conditions which can cause rusting. Inspection of railings should be made annually (in the Spring) to identify potential rust problems and repair as part of a normal maintenance schedule.

Extended periods of rust on these rails, when left untended, often leads to unsightly rust wash/drip down on concrete and masonry surfaces.

B. Standards

1. Possible Condition

Rust shows through exterior areaway or porch rails

Performance Standard

No rust should be visible at the final service inspection

Responsibility

The Builder will spot sand unacceptable rust areas only, seal with red oxide metal primer, and paint to match; one time only during the first year warranty period.

6.0 WOOD & PLASTICS

Coverage: **1st Year Only**

Area: Workmanship & Materials

6.1 Rough Carpentry

A. Service & Maintenance Tips

Like other building materials, wood is affected by heat and cold. It may contract or expand with weather changes. It may shrink under extreme dryness or swell under extreme humidity.

Your new home has been built with top quality lumber, which has been dried in a kiln to help restrict the wood's movement. However, some shrinkage and swelling is unavoidable. The areas that are primarily affected by lumber movement will be floors, ceilings, moldings, doors, baseboards, resilient floors, hardwood, ceramic tile, and drywall/sheetrock (see Section 9.4 for warranty coverage for resilient floors).

B. Standards

Floor squeak or subfloor appears loose

Performance Standard

Floor Squeak and loose subfloors are often temporary conditions common to New Home construction, and a squeak-proof floor cannot be guaranteed.

Responsibility

The Builder will correct the problem if caused by faulty construction within reasonable repair capability. The method of corrective action to be taken shall be at the discretion of the Builder.

Where necessary, the Builder will remove the finished floor materials to make the repair and re-install or replace if damaged.

2. Possible Condition

Uneven wood floors

Performance Standard

Floors which are more than ¼ inch out of being level within any 32 inch measurement is a deficiency.

Responsibility

The Builder will repair the bowed area to meet performance standard

3. Possible Condition

Bowed walls or ceilings

Performance Standard

All interior and exterior walls have slight variations on their finished surfaces. Bowing of walls should not be visible so as to detract from the finished surfaces. Walls or ceilings bowed more than ¼ inch within any 32 inch horizontal or vertical measurement is a deficiency.

Responsibility

The Builder will repair the bowed area to meet performance standard.

4. Possible Condition

Out of Plumb walls

Performance Standard

Walls should not be more than ¼ inch out of plumb for any 32 inch vertical measurement.

Responsibility

The Builder will repair the area to meet performance standard

5. Possible Condition

Floor deflection, vibration

Performance Standard

With drywall construction, the allowable floor vibration deflection is 1/240th of the clear span between bearing points – or slightly more than 5/8 inch on a 12 foot clear span.

Note: Floor deflection due to vibration occurs as live loads (people) move about over a wood framed floor; and some floor movement may be expected to occur.

Responsibility

None.

6.2 Trim Carpentry

A. Service & Maintenance Tips

Various results of wood shrinkage and swelling due to the settlement of the home may be seen in slight cracks around doorways or windows and nail pops around baseboards and on outside corners. Popped nails do not alter the strength of the wall and they should be left alone until time to redecorate. They can then be reset.

B. Standards

1. Possible Condition

Separation of wood joints of interior trim.

Performance Standard

Joints in moldings and adjacent surface shall not result in open joints exceeding 1/8 inch in width.

Responsibility

The Builder will repair defective joints, as defined, one time only during the first year. Caulking defective joints is an acceptable practice.

7.0 THERMAL & MOISTURE PROTECTION

Coverage: 1st Year Only

Area: Workmanship & Materials

7.1 Damp Proofing

A. Service & Maintenance Tips

Your basement is protected against leakage (leakage is defined as: actual trickling of water through the walls and onto the basement floor or seeping through the floor) for a period of one year.

Leaks caused by changes in the landscaping installed by the Homeowner, or failure of the Homeowner to maintain proper grades are not covered by the warranty.

We suggest that you avoid planting shrubbery too close to the foundation. Soil in shrub beds should be packed and banked so that the water will drain away from your home.

B. Standards

1. Possible Condition

Leaks in basement or in foundation/crawl space

Performance Standard

Leaks resulting in actual trickling of water shall be repaired. Leaks caused by improper landscaping or failure to maintain proper grades are not covered by this Limited Warranty. Dampness of the walls or floors may occur in new construction and is not considered a deficiency.

Responsibility

The Builder will take such action as necessary to correct basement and crawl space leaks, except where the cause is determined to be the result of action or Homeowner negligence. Conditions contributing to water penetration will be repaired.

7.2 Insulation

A. Service & Maintenance Tips

Your home has been provided with an insulation package designed and tested over the years by Stanton View Development.

Special attention has been paid to the type and size of insulation available within the construction envelope, quality of installation and perimeter seal.

B. Standards

1. Possible Condition

Insufficient insulation

Performance Standard

Insulation shall be installed in accordance with applicable energy and building code requirements.

Responsibility

The Builder will install in sufficient amounts to meet the Performance Standard.

7.3 Roofs, Gutters and Downspouts

A. Service & Maintenance Tips

If your roofing material on your new home is composition shingles, they will be a "seal down" shingle. These shingles have a mastic applied to the underside of the shingle, and once the sun hits the roof, the mastic seals the upper shingle to the one beneath it.

Special care should be taken to avoid damaging your roof when installing television or radio antennas. A careless job can cause serious leaks. Excessive

traffic (walking) on the roof can cause damage. If shingles become loose, consult the Builder or reputable roofing contractor to affect the repair. It is most important to check the gutters in the spring and fall, since the most serious damage to your home will result in the winter if gutters and downspouts are obstructed. It is the Homeowner's responsibility to keep gutters, and downspouts clear of tree limbs, leaves, balls and other obstructions which can stop the downspout from functioning properly.

Ice build-up at gutters can pull gutters loose from the home. Ice build-up can also cause water to back up under the shingles and leak into the home. The Builder will not be responsible for roof, gutters, downspout or related damage caused by ice or snow build-up, high winds or severe storms. You may want to discuss coverage for these kinds of possible damage with your insurance agent when selecting a homeowner's policy.

Note: All roofing and flashing should be checked twice a year in order to maintain a good watertight condition. Homeowners should take care when checking flashing and vents for cracked sealant, wind damage, and protruding nails. Shingles should be checked for loose or damaged sections. It is especially important to maintain sealant where flashing meets the brick.

B. Standards

1. Possible Condition

Roof or flashing leaks

Performance Standard

Roofs or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice build-up, high winds, or Homeowner action or negligence.

Responsibility

The Builder will repair any verified roof or flashing leaks not caused by ice build-up or Homeowner action or negligence.

2. Possible Condition

Standing water on roof

Performance Standard

A properly pitched roof is to drain water except for minor ponding. Flat roofs will retain a certain amount of water. Excessive ponding of water which caused leaking of roofing materials is a deficiency.

Responsibility

The Builder will take corrective action to assure proper drainage of roof, and repair all leaks due to or caused by standing water.

3. Possible Condition

Ice build-up on roof

Performance Standard

During prolonged cold spells, ice build-up is likely to occur at the eaves of a roof. This condition occurs when snow and ice accumulate and gutters and downspouts freeze up.

Responsibility

None.

4. Possible Condition

Water standing in gutters

Performance Standard

When gutter is unobstructed by debris, the water level shall not exceed 1 ½ inch in depth. Industry practice is to install gutters approximately level.

Consequently, it is entirely possible that small amounts of water will stand in certain sections of gutter immediately after a rain.

Responsibility

The Builder will correct to meet the Performance Standard.

5. Possible Condition

Gutters and/or downspouts leak.

Performance Standard

Gutters and downspouts shall not leak but gutters may overflow during heavy rain.

Responsibility

None.

7.4 Louvers & Vents

A. Service & Maintenance Tips

Soffit and ridge vents must be kept clear/open to minimize build-up of humidity which could cause movement of certain framing members within the structure.

B. Standard

1. Possible Condition

Inadequate ventilation of attics and crawl spaces.

Performance Standard

Attic and crawl spaces shall be ventilated as required by the approved building code.

Responsibility

The Builder shall provide for adequate ventilation. The Builder will not be responsible for alterations to the original system.

7.5 Siding & Trim

A. Service & Maintenance Tips

All exterior materials on your home require periodic maintenance. Some materials such as prefinished siding should be washed to maintain their appearance and remove airborne materials that can damage the finish. Other materials such as wood siding and trim must be maintained (repainted and/or restained) periodically. The durability of paint finishes will vary depending upon climate, exposure, and other factors. Paints or stains extend the life of the wood surfaces, reduce mildew, and help you achieve the color effect you desire from your siding and trim. Failure to maintain the natural wood surfaces on your home can result in stain damage from mildew.

The aluminum or vinyl siding on your home is characterized by its maintenance saving finish. The finish reduces costly priming and painting. You may occasionally want to wash your siding. If you do, use a mild detergent (NO BLEACH) and a soft brush or cloth.

The shutters on your home may be washed in the same manner as the siding. The Builder will not be responsible for damage to the siding caused by high winds, severe storms, or poor Homeowner maintenance. All wood/composition exterior materials must be inspected for wear and maintained within the first 2 years of settlement or as needed by the Homeowner.

B. Standards

1. Possible Condition

Poor quality of exterior trim workmanship

Performance Standard

Joints between exterior trim elements, including siding and masonry, should not result in open joints in excess of 3/8 inch. In all cases the exterior trim, masonry, and siding should be capable of performing its function to exclude the elements.

Responsibility

The Builder will repair open joints and touch up finish coatings where repaired to match existing as close as possible. Caulking is acceptable for joints less than 1/2 inch in width.

2. Possible Condition

Delamination of plywood veneer siding or joint separation

Performance Standard

All siding shall be installed according to the manufacturer's and industry's accepted standards. Separation and delamination shall be repaired or replaced.

Responsibility

The Builder will repair or replace siding as needed unless caused by the Homeowner's neglect to maintain siding properly.

Repaired area may not match in color and or texture. For surfaces requiring paint, the Builder will paint only the new materials. The Homeowner can expect that the newly painted surface will not match original surface in color.

3. Possible Condition

Delamination or deterioration of exterior lap siding

Performance Standard

Siding should not delaminate or deteriorate within manufacturer's specifications. Natural wood siding can be expected to weather and change color as they age.

Responsibility

The Builder will repair or replace siding as needed unless caused by the Homeowner's neglect to maintain siding properly.

Repaired area should match as closely as possible in color and/or texture. The Homeowner should be aware that the new finish may not exactly match the original surface texture or color.

7.6 Stucco

A. Service & Maintenance Tips

Stucco needs to be painted at regular intervals to maintain color, water permeability, as per manufacture's recommendations.

B. Standards

1. Possible Condition

Cracks in exterior stucco wall surfaces

Performance Standard

Cracks are not unusual in exterior stucco wall surfaces. Cracks greater than 1/8 inch in width shall be repaired.

Responsibility

The Builder will repair cracks exceeding 1/8 inch in width, one time only, during the first year of the warranty period.

7.7 Caulking

A. Service & Maintenance Tips

Caulking around all exterior openings should be inspected by the Homeowner every spring and fall. Caulking can easily be repaired with caulking compound which can be purchased from any hardware store.

B. Standards

1. Possible Condition

Leaks in exterior walls due to caulking

Performance Standard

Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to exclude the entry of water.

Responsibility

The Builder will repair and/or caulk joints or cracks in exterior wall surfaces as required to correct deficiencies once, during the first year of the Limited Warranty period. Properly installed caulking will shrink and must be maintained by the Homeowner during the life of the home.

8.0 DOORS & WINDOWS

Coverage: **1st Year Only**

Area: Workmanship & Materials

8.1 Condensation & Humidity

A. Service & Maintenance Tips

Relative humidity, which is usually expressed in a percentage figure, means the percentage of water vapor in the air compared to the maximum amount of water vapor that could possibly be present in that air at a given temperature. The key word here is temperature, because as temperature increases the capacity of air to hold moisture in 70 degrees air with 40% relative humidity than there is in 0 degrees air with 40% relative humidity.

In older homes, it was possible for great volumes of colder air, with lower quantities of moisture, to leak into the structure.

In the winter, if moisture was not added to these older homes often, they had a dry feeling. With your New Custom Home, we have attempted to prevent any significant quantity of outdoor air from entering and therefore, the relative humidity should remain in a comfortable range.

On the other hand, although the proper humidity will make your home comfortable, the creation of excess moisture can create problems.

The "tightness" of your New Custom Home restricts outdoor air from entering and lowering the relative humidity. Because of the restriction of outside air, moisture introduced by you inside of the home has less chance to escape and may create a high humidity condition in the home. As moisture levels increase condensation could form on windows, glass doors, basement walls, or pipes in the basement.

B. Standard

1. Possible Condition

Condensation and/or frost on windows

Performance Standard

Windows will collect condensation on interior surfaces when extreme temperature differences and high humidity levels are present. Condensation is usually the result of climatic/humidity conditions created by the Homeowner.

Responsibility

No corrective action required. The Homeowner can usually correct condensation by assuring that the cloths dryer is properly vented to the outside, that an outside air source is provided when cooking (open window) and that exhaust fans operate when bathing.

2. Possible Condition

Condensation between glass.

Performance Standard

Should not occur within manufacturer's warranty.

Responsibility

Builder will replace the glass during the first year. After the first year, the Homeowner must contact the window manufacturer to obtain the replacement glass as allowed within the manufacturer's product warranty. The Homeowner is responsible for the replacement of the glass.

8.2 Doors (Exterior & Interior)

A. Service & Maintenance Tips

Your new home is equipped with a variety of door types. These will react differently under various weather and humidity conditions. The exterior doors are equipped with a weather-stripping which provides maximum seal against air filtration.

Occasional spraying of graphite into key slots of lock sets, tightening of lock set screws, and keeper adjustment will assure you of proper operation of your door locks. The sweep weather-stripping at the bottom of the door may require periodic adjustment or replacement as the material wears.

Your sliding glass doors, if selected, will give you many years of service if you follow these suggestions: Periodic cleaning of the bottom track will allow the sliding panels to move freely. An occasional application of ordinary household "3-in-one" oil or silicone spray along the bottom track is also recommended. Be sure to drain holes clear so that rain water can flow out of the track. Sliding doors are not designed to be waterproof if hosed off with direct high pressure from a hose.

On interior wood doors, whether bi-fold, flush or six panel, certain other traits are apparent. A certain amount of expansion and contraction in width is normal due to the changing temperature and humidity. Doors will be wider in summer and humid periods and narrower in dry weather conditions. Therefore do not be hasty in adjusting, planing or cutting your door, as it will tend to correct itself. Bi-fold doors will need to be adjusted from time to time. The Project Manager will instruct you in this operation procedure at the presettlement demonstration. Keep tracks, pivots and guides free of paint and dirt. A little wax or silicone spray applied to the guide edges of the tracks, or silicone spray applied to the same area, will allow the doors to operate smoothly.

The moving parts of garage doors should be oiled about once every three months. The screws that tighten the hardware to the door should be tightened about once a year, or as necessary.

B. Standard Exterior/Interior Doors

1. Possible Condition

Warpage of exterior and interior doors.

Performance Standard

Doors will warp to some degree. However, they should not warp to the extent that they become inoperable or cease to be weather resistant. The maximum allowable warpage is 1/4 inch when measured from top to bottom vertically and diagonally.

Responsibility

The Builder will correct defective doors.

2. Possible Condition

Warpage of interior passage and closet doors

Performance Standard

Interior doors (full openings) shall not warp in excess of National Woodwork Manufacturers Association Standards (1/4 inch, measured diagonally from corner to corner).

Responsibility

The Builder will correct or replace and refinish defective doors to match existing doors as nearly as possible, during the first year of the limited warranty period.

3. Possible Condition

Shrinkage of insert panels show raw wood edges

Performance Standard

Panels will shrink & expand and may expose unpainted surface.

Responsibility

None. The Homeowner shall touch-up/maintain these areas to match the door color/finish.

4. Possible Condition

Split in door panel.

Performance Standard

Split panels shall not allow light to be visible through the doors.

Responsibility

If light is visible, the Builder will fill split and match paint or stain as closely as possible, one time in first year of the limited warranty period.

5. Possible Condition

Sticking, binding doors.

Performance Standard

Doors should not stick or stay open due to hinge bound condition

Responsibility

The Builder will reset sticking/hinge bound doors one time only during the first year limited warranty period.

Garage Doors

1. Possible Condition

Garage doors fail to operate properly, under normal use.

Performance Standard

Garage doors shall operate properly.

Responsibility

The Builder will correct or adjust garage doors as required.

2. Possible Condition

Garage doors allow entrance of snow or water.

Performance Standard

Garage doors shall be installed as recommended by the manufacturer. Some entrance of the elements can be expected under normal conditions.

Responsibility

The Builder will adjust or correct garage doors to meet manufacturer's recommendations.

8.3 Windows

A. Service & Maintenance Tips

The windows should be maintained by keeping the sill and side tracks clean, and spraying any side tracks with silicone spray. Vinyl liners and jambs should not be painted.

Window Screens

"WARNING: The window screens, frames, and fastening systems have been designed by the window and screen manufacturers only to keep most insects out

of your home. The manufacturers have not designed the system to support any weight other than that of the screen itself; therefore, the screen system will not prevent small children from falling through open windows to the ground below. Parents should be careful to prevent small children from leaning against the screens.”

B. Standards

1. Possible Condition

Malfunction of windows

Performance Standard

Windows should operate with reasonable ease, as designed

Responsibility

The Builder will correct or repair as required

Glass

1. Possible Condition

Broken glass

Performance Standard

None

Responsibility

Broken glass not reported to the Builder prior to closing is the Homeowner’s responsibility.

9.0 FINISHES

Coverage: **1st Year Only**

Area: Workmanship & Materials

9.1 Drywall (Walls & Ceilings)

A. Service & Maintenance Tips

Drywall is used to cover your interior walls. Drywall can take the normal hard wear of family life, but if damage occurs, it can easily be repaired with spackling compound and fine sandpaper.

B. Standard

1. Possible Condition

Cracks in interior wall and ceiling surfaces.

Performance Standard

Hairline cracks are not unusual in interior wall & ceiling surfaces. Cracks greater than 1/8 inch in width are to be repaired.

Responsibility

The Builder will repair cracks exceeding 1/8 inch in width one time only during the one year warranty period.

2. Possible Condition

Defects which appear during the first year warranty such as nail pops, blisters in tape, or other blemishes.

Performance Standard

Slight “imperfections” such as nail pops, seam lines and cracks are common in gypsum wallboard installations.

Responsibility

The Builder will repair drywall defects one-time only during the first year, upon request.

9.2 Ceramic Tile (Walls & Floors)

A. Service & Maintenance Tips

Ceramic Tile, Tub & Shower

A separation between the tub and the wall tile and/or cracking of joints between ceramic tile and tub and shower stall corners may occur because of moisture and normal settlement in these areas. The weight of water and a bather also contribute to such separation. This is a normal homeowner's maintenance function, and you can remedy these situations by simply removing the old grouting and filling the crack with new grouting compound available at hardware stores. This situation may develop periodically depending on living habits and maintenance.

Normally, a wipe with a damp cloth will keep the tub/shower surface clean. Heavy accumulations of film can be removed with a detergent or tile cleaner. In all cases, use a non-abrasive cleaner. An automotive pump spray wax may be used to bring out the luster in these products.

Ceramic Tile Floors

If you have chosen ceramic tile flooring in your new Custom Home, we suggest the following maintenance hints.

Some cracking or chipping of the grout is considered normal, due to the shrinkage and normal deflection of the subfloor. You can repair simply by filling with a commercial grouting of the same color. Although durable, some caution must be exercised to avoid cracking tiles with heavy objects.

It is recommended that you install a "Ceramic Seal and Finish" product immediately after you move into your new home, and a minimum of every two years thereafter. This sealing will reduce stains and discoloration of the grouting.

B. Standard

1. Possible Condition

Ceramic tile cracks or becomes loose.

Performance Standard

Ceramic tile should not crack or become loose.

Responsibility

The Builder will replace cracked tiles and re-secure loose tiles except when caused by Homeowner neglect. In addition, the Builder will correct the cause of the loose or cracking tile condition. The Builder will not be responsible for discontinued patterns or color variations in ceramic tile but will match as closely as possible.

Responsibility

The Builder will repair grouting as necessary, one time only during the first year. The Builder will match as closely as possible. Regrouting of these cracks is a maintenance responsibility of the Homeowner after the first year of warranty.

2. Possible Condition

Cracks appear in grouting of ceramic tile joints

Performance Standard

Cracks in grouting or ceramic tile joints are commonly due to shrinking condition.

Responsibility

The Builder will repair grouting as necessary, one time only during the first year. The Builder will match as closely as possible. Regrouting of these cracks is a maintenance responsibility of the Homeowner after the first year of warranty.

9.3 Finished Wood Flooring

A Service & Maintenance Tips

Because of the natural characteristics of wood products, some squeaks in the flooring area can be expected. If hardwood flooring is used as a flooring material in your home, some minor separations between the boards may occur

due to shrinkage of the material. The hardwood finished surface can and will scratch. Care must be taken to protect the surface, especially in high traffic areas. Chair and table legs and high heel shoes will cause damage to the surface. The Homeowner should take precautions to protect the flooring and follow recommended cleaning procedures.

B. Standard

1. Possible Condition

Cracks developing between floor boards.

Performance Standard

Cracks in excess of 1/8 inch in width shall be corrected

Responsibility

The Builder Will repair cracks in excess of 1/8 inch within the first year of the Limited Warranty period, by filling or replacing, at the Builder's option.

9.4 Resilient Floors

A. Service & Maintenance Tips

We have chosen these floors for their design, availability, and resistance to wear. Some items that you should be aware of are:

1. Raised nail heads are caused by movement of the floor joist because of shrinkage and deflection. We have attempted to minimize this problem by using special nails or screws and by gluing the plywood to minimize the number of fasteners required.
2. Seam separation or lifting is normally caused by water seeping between joints during floor cleaning. Floors should be damp mopped not flooded with water during cleaning.
3. Resilient flooring often separates near heat registers, or at the outside walls of a room. The heat from the registers softens the glue (mastic) and causes the flooring to move when stepped on or when a chair is pushed against the tile area.

Expansion and contraction of underlayment (where used) or sub-flooring and of the materials also cause separation. We have sanded the underlayment joints and filled them to minimize the possible problem of ridges showing through your floor.

Minor ridging may occur due to shrinkage of the underlayment. A maintenance booklet supplied with the Homeowner's package provides directions for proper floor care.

B. Standard

1. Possible Condition

Nail pops appear on the surface of resilient flooring.

Performance Standard

Readily apparent nail pops shall be repaired

Responsibility

The Builder will correct nail pops which have broken the surface. The Builder will repair resilient floor covering in the affected area with similar material. The Builder will not be responsible for discontinued patterns or color variations in the floor covering. Total replacement of the floor is not required and may be decided at the Builder's discretion.

2. Possible Condition

Depressions or ridges appear in the resilient flooring due to subfloor irregularities.

Performance Standard

Readily apparent depressions or ridges exceeding 1/8 inch shall be repaired. The ridge or depression measurement is taken as the gap created at one end of a six

inch straightedge placed over the depression or ridge with three inches of the straightedge on one side of the defect, held tightly to the floor.

Responsibility

The Builder will take corrective action as necessary, to bring the defect within acceptable tolerance so that the affected area is not readily visible. The Builder will not be responsible for discontinued patterns or color variations in floor covering. Total replacement of the floor is not required and may be decided at the Builder's discretion.

3. Possible Condition

Resilient flooring loses adhesion.

Performance Standard

Resilient flooring shall not lift, bubble, or become unglued.

Responsibility

The Builder will repair the affected resilient flooring as required. The Builder will not be responsible for discontinued patterns or color variation of floor coverings. Total replacement of the floor is not required and may be decided at the Builder's discretion.

4. Possible Condition

Seams or shrinkage gaps show at resilient flooring joints

Performance Standard

Gaps shall not exceed 1/16 inch in width at resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch is permissible.

Responsibility

The Builder will repair the affected resilient flooring as required. Tears, cuts, or scrapes in the finished surfaces are not the Builder's responsibility unless such defects are identified prior to the Homeowner taking occupancy of the home. The Builder will not be responsible for discontinued patterns or color variation of floor covering.

9.5 Painting

A. Service & Maintenance Tips

Wood siding and trim on the exterior of the home may be one of several species, pine, cedar, or redwood; plywood or solid lumber. Wood maintenance should be done as a routine program. Paints or stains extend the life of the wood and achieve the finished effect desired for your siding and trim. Your local paint or hardware store can assist you in the selection of the proper preservatives for your home.

Mildew or fungus will form on almost any surface if the structure is subject to high humidity and/or high moisture conditions. The formation of mildew or fungus is a condition the Builder cannot control and is the Homeowner's maintenance responsibility.

B. Standard

1. Possible Condition

Exterior paint or stain peels, deteriorates, or fades.

Performance Standard

Exterior paints or stains should not fail during the first year of the limited warranty period. However, fading is normal and the degree is dependant on climatic conditions.

Responsibility

If paint or stain is defective, the Builder will properly prepare and refinish affected areas, matching color as close as possible, in areas where the finish deterioration affects the majority of the wall area.

2. Possible Condition

Painting required as a corollary repair because of other work other than drywall nail pops, seams and corners.

Performance Standard

Necessary repair of a painted surface required under this warranty is to be refinished to match surrounding areas as closely as possible.

Responsibility

The Builder will finish repair areas as indicated.

Note: the entire area will not be repainted....only the repaired area.

3. Possible Condition

Deterioration of varnish or lacquer finish

Performance Standard

Natural finishes on interior wood-work should not deteriorate during the first year of ownership.

Responsibility

The Builder will refinish affected areas of natural finish interior wood-work, matching the color as close as possible.

4. Possible Condition

Mildew or fungus on painted surfaces.

Performance Standard

Mildew or fungus will form on a painted surface if the structure is subject to abnormal exposures.

Responsibility

Mildew or fungus formation is a condition the Builder cannot control and is a Homeowner maintenance item.

9.6 Carpeting

A. Service & Maintenance Tips

Carpet Maintenance should be tailored to the specific fiber used in the carpet. Generally, carpet care includes vacuuming and prompt attention to spills. Our carpets were selected for their ability to withstand day-in and day-out wear with minimum care. When available, a booklet will be given to you at your pre-settlement demonstration which will prescribe a carpet care program for your specific carpet pile fiber.

Seams and color variations (shading) may be evident depending on the style of carpeting and the pile fiber you have chosen. Some color fading may occur due to constant exposure to direct sunlight. Closing the drapes during certain times of the day will help prevent such fading.

The builder will not be responsible for stains, color variations or damage due to Homeowner neglect; in particular, pet stains. The Homeowner should clean these areas immediately after soiling, as required.

B. Standard

1. Possible Condition

Open carpet seams

Performance Standard

Carpet seams will show. However, no visible gap is acceptable.

Responsibility

The Builder will correct visible gaps only.

2. Possible Condition

Carpeting becomes loose, seams separate or stretching occurs.

Performance Standard

Wall to wall carpeting, installed by the Builder as the primary floor covering, when stretched and secured properly should not come up, become loose, or separate from its point of attachment.

Responsibility

The Builder will re-stretch or re-secure carpeting as needed one-time only during the One Year Warranty period.

3. Possible Condition

Spots on carpet, minor fading

Performance Standard

Exposure to light may cause spots on carpet and/or minor fading.

Responsibility

None

9.7 Hardware

A. Service & Maintenance Tips

Certain types of interior and/or exterior hardware are painted or coated to take on the appearance of brass or other colors. These types of finishes are commonly used for electrical fixtures, plumbing fixtures, door knobs, kickplates, etc. and have a tendency to fade, rub off, discolor, or tarnish. Brass finishes should be wiped down with a damp sponge and care taken to avoid abrasive cleaners.

IMPORTANT NOTE REGARDING BRASS, BRONZE, AND OTHER ANTIQUE FINISH PRODUCTS: Although the manufacturer applies the finest protective coatings available to the plated surface of their products, brass, bronze, and other antique finishes, they have their limitations and in time the protective lacquer may deteriorate either from exposure to weather perspiration, extremes of climate, frequency of use or other factors. Care should be taken when cleaning these surfaces to use a non-abrasive type cleaner (soap and water) and coat with a non abrasive polish.

Tarnishing or excessive wear of these finishes is, therefore, not a defect, but a normal process which is unavoidable. Under these circumstances, these finishes cannot be guaranteed and, therefore, products will not be repaired or replaced under our warranty.

B. Standard

1. Possible Condition

Brass finish tarnishes during the first year

Performance Standard

Brass finishes tarnish over time due to exposure to climatic conditions, human perspiration and frequency of use.

Responsibility

None

10.0 SPECIALTIES

Coverage: 1st Year Only

Area: Workmanship & Materials

10.1 Fireplaces

A. Service & Maintenance Tips

If your home is equipped with a fireplace, there are certain things that you should do to insure its proper operation. First, you should be sure before igniting a fire that the damper above the firebox has been opened. For the best burning results, we recommend that you buy a steel grate for holding the logs while burning.

When the fire is burning, the flu will be drawing not only the smoke from the fire, but the warm air from your room, and if the room is open to other rooms, it will cause much of the warm air throughout the home to be exhausted up through the chimney.

Be sure to close the damper after the fire has been completely extinguished. Avoid using manufactured paper logs in fireplaces. They may contain chemicals that can induce a flue fire.

When direct vent gas fireplaces are provided, consult the manufacturer's literature for proper operation.

B. Standard

1. Possible Condition

Fireplace or chimney does not draw properly

Performance Standard

A correctly designed and constructed fireplace and chimney should function properly. It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney.

Responsibility

The Builder will determine the cause of the malfunction and correct if the problem is one of design or construction of the fireplace.

2. Possible Condition

Chimney separation from structure to which it is attached

Performance Standard

A newly built fireplace will often incur slight amounts of separation. Separation should not exceed 1/2 inch from the main structure in any 10 foot vertical measurement.

Responsibility

The Builder will determine the cause of separation and correct if standard has not been met. Caulking is acceptable.

3. Possible Condition

Brick firebox color changed

Performance Standard

None

Responsibility

None. Heat from fires as well as chemical additives will alter finish.

4. Possible Condition

Cracked Firebrick and mortar joints

Performance Standard

None

Responsibility

None. Heat from fires may cause cracking.

11.0 COUNTER TOPS

Coverage: 1st Year Only

Area: Workmanship & Materials

11.1 Counter Tops/Surfaces

A. Service & Maintenance Tips

All laminated kitchen countertops, cultured marble vanity tops, ceramic tile tops and walls should be wiped down with a non-abrasive cleaner and brought to "sparkle" with an automotive type spray wax.

B. Standard

1. Possible Condition

Surface cracks and joint delaminations in high pressure laminates on vanity and kitchen cabinet countertops and cabinets.

Performance Standards

Countertops fabricated with high pressure laminate coverings shall not delaminate or crack.

Responsibility

The Builder will replace delaminated or cracked coverings. The Builder will not be responsible for chips, scratches, and cracks noted after the presettlement demonstration.

2. Possible Condition

Kitchen cabinet malfunctions

Performance Standard

Warpage not to exceed 1/4/ inch as measured from face frame to point of furthest warpage with door or drawer front in closed position.

Responsibility

The Builder will correct or replace door or drawer fronts.

3. Possible Condition

Gaps between cabinets, ceilings and walls

Performance Standard

Acceptable tolerance is 1/4 inch in width.

Responsibility

The Builder will correct any gap over 1/4 inch by installing a trim piece.

4. Possible Condition

Variation in color between adjacent kitchen cabinets of the same style & made of the same materials.

Performance Standard

Variations of grain pattern and color are normal in wood veneer and solid wood cabinets & doors.

Responsibility

None

PLUMBING, HVAC, ELECTRICAL & FIRE SUPPRESSION

The following chart itemizes the components in these Professional Phases which are considered One Year Warranty Items or Two Year Warranty Items.

ONE YEAR WARRANTY ITEMS

12.0 Plumbing

- 1. Faucet Leaks
- 2. Defective Fixtures
- 3. Water Hammer
- 4. Cracking/chipping of porcelain or fiberglass surface
- 5. Stopped-up sewers, fixtures, drains and faucet washers (30 day warranty only)

13.0 HVAC

- 1. Inadequate heating
- 2. Inadequate cooling
- 3. Improper mechanical operation

14.0 Electrical

- 1. Circuit breakers "kick-out"
- 2. Malfunction electric outlets, switches, or fixtures
- 3. GFI trips frequently

15.0 Fire Suppression Sprinkler Systems

TWO YEAR WARRANTY ITEMS

12.0 Plumbing

- 1. Installation of water supply system
- 2. Installation of septic system
- 3. Pipe leaks
- 4. Pipe freeze

13.0 HVAC

- 1. Installation of ductwork
- 2. Oilcanning
- 3. Ducts, separate and loose
- 4. Refrigerant line leaks

14.0 Electrical

- 1. Installation of wiring system

15.0 Fire Suppression Sprinkler Systems



12.0 PLUMBING

Coverage: **1st Year Only**

Area: Workmanship & Materials

12.1 Water Supply, Sewers, Fixtures & Drains

A. Service & Maintenance Tips

In preparing your home for occupancy, the sewers have been flushed and tested to work properly. Water supply systems and fixtures have been pressure tested to eliminate leaks. If however, clogging does occur due to the Builder's negligence, it should become apparent within the first 30 days after occupancy. Should drainage from a tub, toilet, sink or shower clog, you may attempt to relieve it by use of a plunger (available at most hardware stores). If the plunger does not work, a plumber's snake should be used to determine if a fixture or trap is blocked versus a system failure.

Temperature fluctuations may occur with the hot and cold water when other fixtures are being used at the same time.

Water pressure often varies by individual municipalities and is not controlled by the Builder.

In addition, a series of maintenance tips may be employed by the Homeowner to minimize costly plumbing repairs:

1. Care should be observed to avoid disposal of paper towels, heavy tissue, sanitary napkins, and other such materials into plumbing fixtures in order to minimize the possibility of clogging. After thirty (30) days of occupancy, the Builder will not be responsible for sewer clogs unless it is determined that faulty materials or workmanship have been employed or the original installation was improperly completed.
2. Winterize your exterior hose bibs and plumbing lines by closing the valve to each faucet inside the house and opening the hose connections at each exterior location.
3. Each plumbing fixture in your home has a drain "trap", a piece of drain pipe designed to provide a water barrier between your home and the possible odor of sewer gas. This "trap" holds water which prevents the airborne bacteria and odor of the sewer gas from entering the home. If a fixture is left unused, it should be turned on at regular intervals to replace evaporating water and to ensure that the trap barrier remains intact. Periodically re-fill the traps of unused fixtures.

4. Welled exit or areaway drains must be kept clear of debris and periodically cleaned in order to avoid water migration into the basement.

B. Standards

1. Possible Condition

Defective plumbing fixtures, appliances, or trim fittings.

Performance Standards

Fixtures, appliances, or fittings will function as designed

Responsibility

The Builder will replace any defective fixture, fitting, or appliance which does not meet acceptable standards.

2. Possible Condition

Faucet or valve leak.

Performance Standard

A valve or faucet leak due to material or workmanship is a deficiency.

Responsibility

The Builder will repair or replace the leaking faucet or valve.

3. Possible Condition

Noisy water pipes

Performance Standard

There will be some noise emitting from the water pipe system, due to the flow of water.

Responsibility

None.

4. Possible Condition

Cracking, chipping, or scratching of porcelain or fiberglass surfaces on tubs/showers and lavatories/bar counters.

Performance Standard

Chips and cracks on surfaces of bathtubs and kitchen sinks can occur when surface is hit with sharp or heavy objects.

Responsibility

The Builder will not be responsible for repairs unless damage has been reported to the builder prior to occupancy.

12.2 Water Heater

A. Service & Maintenance Tips

The water heater in your home, whether electric or gas, is equipped with a temperature and pressure relief valve, which is designed to open in the event that excessive pressure or temperature build up within the tank. When this happens, water is allowed to flow from the tank. As the temperature and/or pressure are reduced, the flow will stop. If a steady flow of water is coming from the relief tank should be shut off.

Gas hot water tanks, normally have a temperature dial (hot, warm, mild) on the outside of the tank, and the temperature can be completely controlled by adjusting the dial.

On an electric hot water heater, because of the inherent danger in resetting the temperature, we suggest that you call a serviceman.

Refer to your service manual for suggested maintenance of your hot water tank, in all cases, before making any adjustments.

Though the Builder warranties the operation of the water tank appliance for one year, the manufacturer's warranty will often exceed it. Please refer to your Homeowner's Package for your exact coverage.

Under no circumstances should you turn on an electric water heater without water in the tank because the element will quickly burn out. **In the case of**

any emergency with water or hot water heaters, be sure to familiarize yourself with proper places to turn off the water supply.

13.0 HVAC

Coverage: **1st Year Only**

Area: Workmanship & Materials

A. Service & Maintenance Tips

A complete and correct understanding of your heating and cooling equipment can help you minimize your energy consumption.

Your home may be equipped with a gas or electric furnace, with or without air-conditioning or an electric heat pump which provides both heating & cooling.

One basic rule applies to all these systems: during the heating season the thermostat should be set to maintain the lowest temperature at which you are comfortable in your home. Each degree of higher temperature setting results in a marked increase in the fuel consumption. Likewise, during the cooling season, each degree of lower setting also increases fuel consumption by a significant amount.

All the heating systems utilize a furnace, ductwork, registers, filter, and a thermostat to control the temperature in the home.

Thermostat

The thermostat controls the temperature produced by the HVAC system. If your home is heated by a warm air system, your thermostat may also have controls for converting the system from heating to cooling and vice versa.

Registers

The registers in your home help to regulate the flow of air to maintain the desired temperature. Personal taste in comfort levels may require slight adjustments in the registers to keep each living area at the desired temperature. If your lower level is too cool in the winter, start closing upper level registers until the desired results are obtained. If your upper level is too warm in the Summer, close lower level registers until the desired results are obtained.

Maintenance

In all forced air heating systems, the basic requirement for maintaining economical operation of your furnace is to keep the air filter clean. Building activity in and around the home creates excessive amounts of dust and dirt, so check the filter about a month after moving in. the filter should be checked and replaced monthly.

With outdoor heating/cooling units, it is important to keep leaves and snow from around the unit, and to keep level for maximum efficiency.

You might also notice steam rising from your outdoor heat pump unit during the winter weather. This is a normal occurrence when the unit is completing its defrost cycle.

Service

There are some things that you should check prior to calling for service.

1. if your system is operating but is not providing adequate heating or cooling, check the following:
 - * Filter
 - * Thermostat setting – another family member may have changed the setting.
2. if your system doesn't function at all, check the following:

* In homes equipped with a gas furnace with a pilot light, it may go out. (it should be visible near the main burner). You may re-light it by following the instructions printed on the unit itself.

* With all systems, check the circuit breakers to see if they have tripped. Circuit breakers may be reset by switching all the way to "off" and then to "on" again.

NOTE: Gas furnaces have a separate switch located near the furnace unit inside the home.

If the circuit breakers trip immediately after resetting, call a repairman for service. Interruptions of power (such as during electrical storms when lights blink) can cause a circuit breaker to trip. If your system malfunctions during or just after a thunderstorm, the circuit breaker would be the first item to check. Whatever system you have in your home, it should be checked and cleaned by a professional repairman. See your instruction manual for the recommended frequency of care for your system. You may wish to contact your HVAC contractor to establish a regular maintenance program.

B. Standards

1. Possible Condition

Inadequate Heating

Performance Standard

The heating system shall be capable of producing an inside temperature of 70 degrees F, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor winter design conditions as specified in Your Heating system's handbook. Federal, state, or local energy codes shall supersede this standard where such codes have been locally adopted.

Responsibility

The Builder will correct heating system to provide the required temperatures.

2. Possible Condition

Inadequate Cooling

Performance Standard

Where air conditioning is provided, the cooling system shall be capable of maintaining a temperature of 78 degrees F, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor summer design conditions as specified in your handbook. In the case of outside temperatures exceeding 95 degrees F, a differential of 15 degrees F from the outside temperature will be maintained. Federal, state, or local energy codes shall supersede this standard where such codes have been locally adopted.

Responsibility

The Builder will correct cooling system to meet temperature conditions, in accordance with specifications.

3. Possible Condition

Condensation lines clog up.

Performance Standard

None

Responsibility

Condensation Lines will clog eventually under normal use. This is a Homeowner maintenance item. The Builder shall provide unobstructed condensation lines at the time of first occupancy.

4. Possible Condition

Improper mechanical equipment operation of evaporative cooling system

Performance Standard

Equipment should function properly at temperature standard set without unreasonable fuel consumption.

Responsibility

The Builder will correct and adjust so that blower and water systems operate as designed

14.0 ELECTRICAL

Coverage: 1st Year Only

Area: Workmanship & Materials

14.1 Electrical Systems

A. Service & Maintenance Tips

To provide complete safety, High quality electrical wiring, outlets and switches have been installed in your new home to meet both local and federal standards of safety. Part of the electrical system is located in the circuit breaker terminal box. It is here that electrical power enters and is distributed throughout the home.

Large appliance or too many small appliances on one circuit may cause the circuit breaker to trip. Other causes of a breaker tripping could be:

1. Worn-out cords
2. Defective plug connections
3. Defects in the appliances themselves
4. Starting of electrical motors (motors require more current to start than they use while running)

To restore electrical power to its circuit

1. Remove plug or plugs which may be causing the over loading.
2. Reset the circuit breaker by pushing it all the way to the off position, then push the switch to the on position. If the reset switch automatically switches off again, your circuit is still overloaded, or that particular circuit has a short. If one circuit continues to break, call a qualified electrician. Light fixtures require various wattage of bulbs. The instructions on the fixture should be followed carefully.

Problems with appliances should be directed to the appliance manufacturer involved.

Selected receptacles in kitchens, baths, garages, and outside of the home are covered by a ground fault interrupter or breaker. These G.F.I.'s sense low level ground faults and assure optimum protection for our homeowners. Due to the sensitivity of the GFI circuit, it may trip more frequently than other circuits. These receptacles are not to be used for appliances which demand high current usage; such as freezers, refrigerators, and other appliances with motors or compressors.

WARNING

“Do it yourself” electrical wiring is dangerous. The electrical circuit in your home has been designed for trouble free service and safety. If you desire additional wiring, call a qualified electrician. Don’t jeopardize your home and the lives of your family and yourself by installing unauthorized circuits.

B. Standards

1. Possible Condition

Fuses blow or circuit breakers “kick out”.

Performance Standard

Fuses and circuit breakers which deactivate under normal usage, when reset or replaced, is a deficiency.

Responsibility

The Builder will check wiring circuits for conformity with local, state, or approved National Electrical Code requirements. The Builder will replace wiring or breakers if they do not perform adequately or are defective.

2. Possible Condition

Malfunction of electrical outlets, switches or fixtures.

Performance Standard

All switches, fixtures, and outlets should operate as intended

Responsibility

The Builder will repair or replace defective switches, fixtures, and outlets.

3. Possible Condition

Ground fault interrupter trips frequently

Performance Standard

Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily. Ground fault interrupters are required in outlets located in the garage, kitchen, bath, and powder room along with all exterior outlets. Ground fault should operate as intended.

Responsibility

The Builder will install ground fault interrupter in accordance with approved electrical code. The Builder will replace the device if found to be defective and make other necessary corrections to the electrical system.

TWO YEAR WARRANTY ITEMS

12.0 PLUMBING

Coverage: 1st & 2nd Year

Area: Installation of Systems

12.1 Water Supply, Sewers, Fixtures & Drains

A. Service & Maintenance Tips

All water lines have been installed in your home in accordance with applicable building and plumbing codes.

In some municipalities water pressure is abnormally high, and regulators are installed to reduce the water pressure within the home so that washer and appliance life may be maintained. Do not adjust this regulator once it is installed.

B. Standard

1. Possible Condition

Water supply system fails to deliver water.

Performance Standard

All on-site service connections to municipal water main and private water supply shall be the Builder's responsibility. Private systems shall be designed and installed in accordance with all approved building, plumbing, and health codes.

Responsibility

The Builder will repair if failure is the result of defective workmanship or materials. If conditions beyond the Builder's control, disrupt or eliminate the sources of the supply, the Builder has no responsibility.

12.2 Septic System

A. Service & Maintenance Tips

Septic systems are individual wastewater treatment systems that use the soil to treat small wastewater flows, usually from individual homes. They are typically used in rural or large lot settings where centralized wastewater treatment is impractical. There are many types of septic systems in use today. While all septic systems are individually designed for each site, most septic systems are based on the same principals.

The accumulated solids or sludge in the bottom of the septic tank should be pumped out every 3 to 5 years to prolong the life of your system. Septic systems must be maintained regularly in order to function properly.

Neglect or abuse of your septic system can cause it to fail.

Failing Septic systems can:

1. Cause a serious health threat to your family and neighbors,
2. Degrade the environment, especially lakes, streams and groundwater,
3. Reduce the value of your property
4. Be very expensive to repair,
5. and, put thousands of water supply users at risk if you live in a public water supply water shed and fail to maintain your system.

Be alert to these warning signs of a failing system:

1. Sewage surfacing over the drainfield (especially after storms)
2. Sewage back-ups in the house,
3. Lush, green growth over the drainfield
4. Slow draining toilets or drains,
5. Sewage odors.

B. Standard

1. Possible Condition

Septic system fails to operate properly.

Performance Standard

Septic system will function adequately during all seasons, under climatic conditions normal or reasonably anticipated, based on local records, for the location of the home. Septic systems shall be designed and installed to comply with applicable local laws.

Responsibility

The Builder will repair, or otherwise correct, a malfunctioning or non-operating system, if failure is caused by inadequate design, faulty installation, or other causes relating to actions of the Builder or contractors or subcontractors under the Builder's control. The Builder will not be responsible for system malfunction or damage which is caused by owner negligence, lack of system maintenance, or

other causes attributable to actions of the owner or owner's contractors, not under the control of the Builder, including, but not necessarily limited to; the addition of fixtures, items of equipment appliances or other sources of waste or water to the plumbing system; and damage, or changes to the septic system installation or surrounding soil conditions critical to the system's functioning.

12.3 Piping

A. Standards

1. Possible Condition

Leakage from any piping

Performance Standard

No leaks of any kind are to be present in any sanitary soil, waste vent or water piping. Condensation on piping does not constitute leakage, and is not covered except where pipe insulation is required.

Responsibility

The Builder will make repairs to eliminate leakage.

12.4 Sewers, Fixtures and Drains

A. Standards

1. Possible Condition

Stopped up sewers, fixtures & Drains

Performance Standard

Sewers, fixtures, and drains shall drain properly.

Responsibility

The Builder will not be responsible for sewers, fixtures, and drains which are clogged through the Homeowner negligence or lack of maintenance. If a problem occurs, the Homeowner should consult with the Builder for a proper course of action. Where defective construction is shown to be the cause, the Builder will assume the cost of the repair; where the Homeowner negligence or lack of maintenance is shown to be the cause, the Homeowner shall assume all repair costs.

2. Possible Condition

Plumbing pipes freeze and burst.

Performance Standard

Drain, waste, and water supply pipes are to be adequately protected to prevent freezing during normally anticipated cold weather.

Responsibility

The Builder will correct condition responsible for pipes freezing, and repair damaged piping. It is the Homeowner's responsibility to drain or otherwise protect lines and exterior faucets commonly exposed to freezing temperatures, including closing and protection of foundation vents in crawl space foundation areas, when applicable. The Homeowner is also responsible for maintaining suitable temperatures in the home as a safeguard against freezing pipes.

13.0 HVAC

Coverage: 1st & 2nd Year

Area: Installation of Systems

A. Standards

1. Possible Condition

Noisy ductwork

Performance Standard

When metal is heated, it expands and when cooled, it contracts. The result is "ticking" or "crackling" which is to be expected.

Responsibility

None.

2. Possible Condition

Oilcanning

Performance Standard

The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not "oilcan". The booming noise caused by "oilcanning" is not acceptable.

Responsibility

The Builder will correct to eliminate this sound during 2 year warranty period.

3. Possible Condition

Ductwork separates or becomes unattached

Performance Standard

Ductwork shall remain intact and securely fastened.

Responsibility

The Builder will re-attach and re-secure all separated or unattached ductwork

4. Possible Condition

Refrigerant lines leak.

Performance Standard

Refrigerant lines shall not develop leaks during normal operation

Responsibility

The Builder will repair leaking refrigerant lines and re-charge unit, unless damage was caused by the Homeowner.

14.0 ELECTRICAL

Coverage: 1st & 2nd Year

Area: Installation of Systems

14.1 Electrical Systems

A. Service & Maintenance Tips

Smoke detectors should be vacuum cleaned annually and checked for replacement at 5 years after settlement. Replace battery annually.

B. Standard

1. Possible Condition

Failure of wiring to carry its designed circuit load to switches and receptacles.

Performance Standard

Wiring should be capable of carrying the designed load for normal residential use.

Responsibility

The Builder will check wiring for conformity with local, state, or approved national electrical code requirements. The Builder will replace wiring if it fails to carry the design load.

15.0 FIRE SUPPRESSION SPRINKLER SYSTEM

Coverage: 1st & 2nd Year

Area: Installation of Systems

A. Standard

The pipes are filled with water under pressure from the domestic water supply. In the unfortunate event of a fire, the heat from the fire will open the sprinkler head and water will spread over the fire. All sprinkler heads operate independently; therefore not all heads will open at one time.

You should not install ceiling fans or other objects which might affect the spray pattern of the head without first contacting a qualified fire protection professional.

Sprinkler pipes have been installed in your attic & covered with insulation. You should use extreme caution when you enter your attic to avoid stepping on the pipe or removing insulation from around the pipe. We also recommend that you inform any workmen who may need to enter your attic of this also.

The sprinkler pipes are full of water so it is very important that you do not turn your heat off during the cold weather. FROZEN SPRINKLER PIPES WILL CRACK! Painting the sprinkler heads or hanging anything from them will violate the code and could result in improper operation of the system.

A minimum monthly maintenance program should include the following:

1. Visually inspect all sprinklers to ensure against obstruction of spray.
2. Inspect all water supply valves to assure that they are open.
3. Test all waterflow devices if applicable.
4. Maintain and test all smoke detectors.

It's All



About You

IV. APPENDIX A – DEFINITIONS

In general – in this subtitle the following words have the meanings indicated.

A. Appliances, Fixtures, and Items of Equipment

“Appliances, fixtures, and items of equipment” means furnaces, boilers, oil tanks and fittings, air purifiers, air handling equipment, ventilating fans, air conditioning equipment, water heaters, pumps, stoves, refrigerators, garbage disposals, compactors, dish washers, automatic door openers, washers and dryers, bathtubs, sinks, toilets, faucets, and fittings, lighting fixtures, circuit breakers, and other similar items.

B. Department

Department of Licensing and regulation

C. Electrical Systems

All wiring, electrical boxes, switches, outlets and connections up to the public utility connection

D. Heating, Cooling and Ventilating Systems

All duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

E. Load-bearing portions of the Home

The load bearing portions of the:

1. Foundation system and footings
2. Beams
3. Girders
4. lintels
5. Structural columns
6. Load-bearing walls and partitions
7. floor framing systems: and
8. roof framing system

F. Local Jurisdiction

Any county or any municipal corporation having permit and inspection requirements for the construction of a new home

G. New Home

Every newly constructed private dwelling unit and the fixtures & structure that are made a part of a newly constructed private dwelling unit at the time of construction

“New Home” does not include:

- (i) Outbuilding, including detached garages and detached carports, except outbuildings that contain plumbing, electrical, heating, cooling, or ventilation systems serving the new home;
- (ii) Decks
- (iii) Boundary walls
- (iv) Retaining walls not necessary for the structural stability of the new home;
- (v) Landscaping
- (vi) Fences
- (vii) Off-site improvement
- (viii) Appurtenant recreational facilities, and
- (ix) Other Similar items.

H. New Home Warranty

A series of written promises made by the Builder that meets the requirements of this subtitle

I. New Home Warranty Security Plan

A plan that meets the requirements

J. Owner

The original purchaser(s) and all subsequent owners (if any) who take both title and possession of the designated home within the applicable warranty periods for residential purposes (the "Purchaser").

K. Plumbing Systems

- 1. Gas supply lines and fittings;
- 2. Water supply, waste, and vent pipes and their fittings
- 3. Septic tanks and their drain fields; and
 - (i) Water, gas, and sewer service piping and their extensions to the tie-in of a public utility connection; or
 - (ii) On-site wells and sewage disposal systems

L. Structural Defect

- 1. Defect in the load-bearing portions of a new home that adversely affects its load-bearing function to the extent that the home becomes or is in serious danger of becoming unsafe, unsanitary, or otherwise uninhabitable.
- 2. does not include damage caused by movement of soil:
 - (i) Resulting from a flood, earthquake, acts of God, or
 - (ii) For which compensation has been provided
 - (iii) Accidental loss or damage from causes beyond the fault and control of the Builder, including but not limited to the following: fire, explosion, smoke, water escape, Windstorm, frost, hail, lightning, flood, blasting, mining, falling trees, changes in the underground water table not reasonably foreseeable and earth movement not attributed to negligence on the part of the Builder or its subcontractors or employees.

M. Warranty Date

The first day that the owner occupies the new home, settles on the new home, makes the final contract payment on the new home, or obtains an occupancy permit for the new home if the home is built on the owner's property, whichever is earlier.

IV. APPENDIX B – BUILDING CODES



BOCA Basic Building Code, , Building Officials & Code Administrators International, Inc.

National Building Code, American Insurance Association

Standard Building Code, Southern Building Code Congress

Uniform Building Code, International Conference of Building Officials

CABO One and Two Family Dwelling Code, Under the Nationally Recognized Model Codes

Mechanical Codes

Uniform Building Code, Volume II, Mechanical International Conference of Building Officials BOCA Basic

Mechanical Code Building Officials & Code Administrators International, Inc.

Standard Mechanical Code, Southern Building Code Congress

Plumbing Codes

Standard Plumbing Code, Southern Building Code Congress Uniform Plumbing Code, International

Association of Plumbing & Mechanical Officials

BOCA Basic Plumbing Code, Building Officials & Code Administrators International, Inc.

Electrical Codes

Electrical Code for One and Two Family Dwelling, National Fire Protection Association

National Electrical Code, National Fire Protection Association.



New Home Buyer's Contact List

| Utilities | Telephone Number | Account # |
|--------------------------------|-----------------------------|------------------|
| <i>Cable</i> | | |
| <i>Telephone</i> | | |
| <i>Water</i> | | |
| <i>Gas</i> | | |
| <i>Electric</i> | | |
| <i>Alarm</i> | | |
| Insurance Companies | | |
| <i>Auto</i> | | |
| <i>Home Owners</i> | | |
| Professional Services | | |
| <i>Dentist</i> | | |
| <i>Doctor</i> | | |
| <i>Lawyer</i> | | |
| <i>Real Estate Agent</i> | | |
| Business | | |
| <i>Post Office</i> | | |
| <i>Bank</i> | | |
| <i>Cleaning Services</i> | | |
| <i>Church</i> | | |
| <i>Trash Service</i> | | |
| Other emergency contact | | |
| | | |
| Police/Ambulance | 911 | |



NOTES

THANK YOU FOR CHOOSING STANTON VIEW DEVELOPMENT