



**HARBINGER
HOMES**
NEW • RENEW • JUST FOR YOU



**WARRANTY
MANUAL**
ONE YEAR EXPRESSED
LIMITED WARRANTY
BY HARBINGER HOMES





In a continuous effort to improve, Harbinger Homes reserves the right to change, modify, or terminate anything read, said, or implied by this current Warranty Manual. Please be advised that any damages caused by, included but not limited to, improper maintenance, moisture, change of conditions, homeowner neglect and/or negligence by anyone other than the Builder will void your Warranty. The information contained in this manual is considered privileged and confidential belonging to the Builder and the initial Buyer. Initial Buyer understands that any disclosure, copying, unauthorized use, distribution or taking any action on this content of this information without the expressed written consent of the Builder is strictly prohibited.

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What to Expect

Expect flaws and imperfections. The home is made of wood and other materials that adjust, react, discolor, crack. It's only in its new condition for a very short time. From the date that you close on your home, Harbinger Homes ("Builder" or "Seller") provides you ("Homeowner" or "Buyer") with a **One Year Expressed Limited Warranty** that will cover Builder approved defects only in materials and workmanship of your new home for 365 days from the date of closing. During this one-year period our goal is for you to receive quality customer service from the Builder's representative to answer questions and/or address qualified warrantable concerns. Your Home Warranty does not mean the builder is responsible to keep your home in its new condition.

We will not provide any warranty work beyond the one-year period. **Other than what was mutually agreed upon in the Builders Purchase Agreement, this one-year warranty statement supersedes any written or verbal implication made, read, said or implied.** In addition, we provide for you a limited structural warranty through a **Structural Warranty** provider. **The Warranty** does not cover any loss or damage caused directly or indirectly by unforeseen elements outside of the Builder's control, or you, the Homeowner.

It is impossible to cover all possible areas of concern regarding your new home. Some items need occasional adjustment, repairs or replacement. We have included the most common situations and tolerances that may occur. All of the following performance standards are guidelines. Any decisions on selecting a course of action **OR** whether or not to repair or replace an item (s) will be made by the Builder. There may also be items listed in the current version of the **Warranty Manual** that are optional features and may not be applicable to your home.

Sometimes we say "No"

Please note items listed on your submitted warranty request may be deemed "not warrantable" or "homeowner maintenance". **At the Builder's sole discretion, the Builder reserves the right to just say, "No"**. If the item suggested is either out of Builders control or within the Builder's stated tolerances and performance standards, no corrective action will be taken.

Homeowner Maintenance

As a new homeowner, it is imperative to understand that certain aspects of your home will need ongoing maintenance. The Builder has delivered you a high-quality home at closing and will not be responsible for any including but not limited to, moisture, change of condition, cosmetic deficiencies, materials that adjust, react, discolor, fading, crack, after you close on your home. Routine maintenance is the responsibility of the Homeowner and is essential and can add years of life to your home. Any negligence and/or neglect will void the warranty.

Homeowner Alterations or Repairs Void the Warranty

Damage caused by you or as the result of inadequate or improper maintenance or changes, repairs, alterations or additions performed by anyone other than the Builder voids **The Warranty**.



Homeowner Negligence

In addition to routine care, often times the immediate attention given to a minor maintenance item can save you a more serious, time-consuming, and sometimes costly repair later. Note also that Homeowner negligence and/or neglecting routine maintenance will void applicable limited warranty coverage on all or part of your home.

Home Settlement and Seasonal Changes

All new homes go through a period of settlement and movement as the home reaches equilibrium, and also during seasonal changes. During this period, your home may experience some minor material adjustments such as, but not limited to, contracting, expanding, reacting, squeaking, cracking and other events that are unavoidable and considered normal. In addition, you are responsible for proper home maintenance, including but not limited to preserving the established drainage around the home, re-caulking wood, countertops, showers, doors, windows, and any grout maintenance.

Extreme Weather Conditions

Damages and/or leaks, etc. that occur during extreme weather conditions, high winds, or any elements outside of the Builder's control, are not covered by **The Warranty**.

Prorated Repair/ Replacement Costs

The Builder has the option to say "No", repair, replace, or pay the Homeowner the Builder minimum cost of repair(s) of the Builder's approved defect (s) covered by **The Warranty**. If payment is the Builder's choice, the Builder will only pay for the minimum affected area, part, item or piece. If the Homeowner chooses the Builder to repair any collateral / secondhand damage (s) resulting from the initial listed item (s), the Homeowner will be responsible for all costs above the initial listed item (s) repair, if the Builder chooses to do so. All costs are to be predetermined.

Repairs and Replacements

The design, method and manner of such repair is within the sole discretion of the Builder. If repair or replacement is the Builder's choice, the Builder will only repair or replace the minimum affected area, part, item or piece. The Homeowner is responsible for any damage and/or collateral damage to any improvement, fixture or property not constructed by the Builder, which is damaged by, or during the repair of a covered Builder approved defect.

When repairing or replacing surfaces, finishes and coverings, the repair or replacement will attempt to achieve as close a match with the original surrounding areas as is reasonable possible, but an exact match cannot be guaranteed as a result of such factors as, including but not limited to, fading, aging and unavailability of the same materials, etc.



Home Inspection Reports

If the Homeowner chooses to hire a home inspector, the "Home Inspection Report" items must comply with the Builder's **Warranty Standards** listed in this manual. Any items listed on an inspection report will be held to the same standards outlined in the "Warranty Process" guidelines. The Builder is not obligated to address items outside of these parameters.

Submitting a Warranty Request

All warranty requests must be in writing on the approved Builder form. The Builder is not obligated to respond to warranty requests unless they are submitted to our office on the approved Builder form and within the allocated time period (s). Please refer to the "Warranty Process" guidelines for more specific instructions.

Warranty Terms

The Builder warrants your home for 365 days from the closing. Under no circumstances will the Builder perform warranty work past one year from the closing date. At the Builder's sole discretion, any work needed after the One Year warranty period can possibly be purchased by the Homeowner at the Builder's sole discretion. Additional processing/management fees will apply, rate(s) to be determined.

Please take the time to read through the current version of the Warranty Manual thoroughly to acquaint yourself with our coverage and tolerances. Also become familiar with the literature provided to you from the manufacturers. Your understanding and cooperation under the terms of the **One Year Expressed Limited Warranty (365 days from closing)** is vital in our continued relationship.

Warranty Request/Repair Claims, Charges for Non-Covered Repair Calls, No Show's, Money owed to Seller: Buyer shall make all warranty request/repair claims to Seller in writing within the 365-day warranty period in accordance to the procedures set forth in the Harbinger Homes warranty manual or per other specific Seller Instructions. Buyer is aware that Buyer may only make warranty request/repair claims and warranty service requests for issues covered by Seller's Expressed Limited Warranty. Any service request for warranty work to correct a condition or defect that is not covered or is excluded from the Seller's Expressed Limited Warranty will cause the Buyer to be charged a minimum \$100.00 service call charge payable to Seller, plus \$85.00 per hour for Seller's Representative's time and labor. Buyer shall also be responsible for any and all expenses charged by third parties such as tradesman, material representatives, repairmen, or any other person or entity enlisted to deal with the wrongful warranty request. Any labor and or materials used in investigating the issue shall be Buyer's responsibility. Buyer agrees to pay this warranty request/service call charge within 10 days of billing. Buyer agrees to reimburse Seller his reasonable fees, attorney's fees and costs for all legal services used in recovering the money owed and or defending the Seller against this agreement. Interest shall accrue at 18% per year and in the event legal action becomes necessary.



Examples of service calls that will result in a charge to Buyer.

Providing False Information in Warranty Request/Claim: Providing false or fraudulent information with regard to any warranty request/ claim or issue shall immediately cause the Buyer a service charge of \$100.00 per false information warranty request/claim and or visit and \$85.00 per hour for Seller's Representative and Buyer shall be solely responsible for any and all charges from any third parties, tradesman, repairmen, or any other third parties who came to the property to evaluate or work on the property. Any labor and or materials used in investigating the issue shall be Buyer's responsibility. Buyer agrees to pay any false information warranty request/service call charge within 10 days of billing. Buyer agrees to reimburse Seller his reasonable fees, attorney's fees and costs for all legal services used in recovering the money owed and or defending the seller against this agreement. Interest shall accrue at 18% per year and in the event legal action becomes necessary.

'NO SHOW' CHARGE: Homeowner acknowledges that he/she shall incur a onetime charge of \$100.00 per occurrence for all missed appointments related to warranty issues. Cancellation of appointments requires 24 hours' notice to avoid this charge. Buyer agrees to pay this 'NO SHOW' service call charge within 10 days of billing. Buyer agrees to reimburse Seller his reasonable fees, attorney's fees and costs for all legal services used in recovering the money owed and or defending the seller against this agreement. Interest shall accrue at 18% per year and in the event legal action becomes necessary.



Home Exterior

Site Drainage

1.1 Drainage

Necessary grades and swales have been established by the Builder to ensure proper drainage away from the home. It is not uncommon for water to stand in the yard after rainfall for 24 hours, 48 hours in swales. If there is any standing water beyond the 24-hour period, 48 hours in swales, the Builder will take necessary action by establishing proper drainage once within a one-year period. It is the responsibility of the Homeowner to maintain proper drainage patterns. Any modifications made to the lot by the Homeowner, including but not limited to, additional landscaping, grading, pools, fences, or any other obstructions void The Warranty. The Builder is not responsible for any adjacent property drainage.

1.2 Ground Settlement

Ground settlement can occur in areas that were backfilled around the home, including utility trenches, and should not interfere with the lot drainage pattern. The Warranty, once within a one-year period, will cover any areas where the ground settlement is in excess of 6 inches deep and affects the drainage pattern. The Homeowner is responsible for replacement of any affected grass or landscaping in repaired areas. Any modifications made to the lot including but not limited to, additional landscaping, grading, pools, fences or other obstructions made by the Homeowner void The Warranty.

Foundation and Concrete

2.1 Appearance and Finish

Color variations are not covered by The Warranty. Any coarse aggregate below the surface for a period of one year will be covered by The Warranty, unless Homeowner negligence, road salt, surface chemicals, etc., caused the disintegration of the finish. The Builder will repair the affected surface by patching or coating. Non-structural cosmetic surface flaws will be repaired (not replaced) at the Builder's discretion.

2.2 Uneven Floors (Interior and Exterior)

Interior concrete floors, other than floors that have been designed for specific drainage purposes (exterior floors, garage floor, etc.), should not vary from flat exceeding 1/4 inch per 36 inches, provided that the deviation is gradual. If these conditions exist, the Builder will repair the floor once within the period of one year. Appropriate corrective actions could include filling, grinding or use of a floor-leveling compound. The texture and color of concrete/ compound cannot be matched exactly due to weather conditions and curing time; therefore, the matching of concrete/compound color or texture is not covered by The Warranty.

2.3 Expansion and Control Joints

Expansion joints allow volume change movement of a concrete surface and are intentionally placed to allow sections of the concrete to expand and contract. These are usually constructed by installing pre-formed or pre-molded elastic/resilient material before the concrete is poured, or notching/cutting the surface during



concrete placement. This allows the concrete cracks to be controlled in the joint/cut area. Any cracks in excess of 1/4 inch in width or vertical displacement will be repaired under The Warranty for a one-year period. Filling, grinding, or using a floor leveling compound are all acceptable repairs.

2.4 Cracks

Concrete finishes cannot be expected to be crack-free. As the concrete cures, shrinking cracks can occur randomly. This does and/or should not affect the structural integrity of the home or flatwork. Any cracks (outside of control joints) measuring 1/4 inch in width or vertical displacement is covered by The Warranty for a period of one year. Patching/filling the affected area is considered an acceptable repair. The texture and color of concrete/filling cannot be matched exactly due to weather conditions and curing time; therefore, the matching of concrete/filling color or texture is not covered by The Warranty.

2.5 Foundation Wall Cracks

Non-structural cracks are not uncommon in foundation walls and occur under normal conditions. Any cracks exceeding 1/8 inch in width will be repaired under The Warranty for a one-year period. Patching/filling the affected area is considered an acceptable repair. The texture and color of concrete/ filling/mortar cannot be matched exactly due to weather conditions and curing time; therefore, the matching of concrete/filling/mortar color or texture is not covered by The Warranty. Any structural repairs needed may or may not be covered by The Structural Warranty Provider.

2.6 Efflorescence

Efflorescence is a powdery substance left behind from the drying of concrete and masonry products. This is a normal condition. As concrete cures, water is drawn to the surface where it evaporates and leaves behind salt and alkaline deposits. Cleaning is the responsibility of the Homeowner and is not covered under The Warranty. The Homeowner may possibly remove efflorescence by cleaning with a stiff scrub brush and water.

2.7 Leaks in Crawl Space

Any leaks caused by the Builder in the crawl space are covered by The Warranty for a period of one year. The Builder will eliminate the cause of the leaks; however, humidity, condensation and problems resulting from the leak (s), grading, Homeowner negligence, and any other elements out of the Builder's control are not covered by The Warranty. When there are extreme differences in temperature and humidity between the outside and inside of your home due to included but not limited to, the personal living habits of the occupants, it is possible for condensation to accumulate. Additionally, the Homeowner should ensure that condensation is controlled and maintained to prevent moisture damage. It is the Homeowner's responsibility to control the temperature and humidity levels of the home to avoid condensation or other moisture related issues. Frequent inspections, and moisture control is considered routine maintenance and is the responsibility of the Homeowner.



Concrete

2.8 Water (Condensation) in Crawl Space

The movement of water vapor from the ground below a foundation (including crawl spaces, basements and cellars) may cause the introduction of large amounts of water by evaporation from the ground. These conditions are beyond the Builder's control. Excessive vapor build-up may cause condensation and/or absorption on but not limited to the structural components of the foundation, sub-floor, hardwoods, flooring, etc. Frequent inspections, maintaining adequate ventilation/air flow and moisture control is considered routine maintenance and is the responsibility of the Homeowner. When there are extreme differences in temperature and humidity between the outside and inside of your home, or due to the personal living habits of the occupants, the Homeowner should ensure that condensation is dry to prevent moisture damage to, but not limited to surrounding surfaces, sub-floors, hardwoods, flooring, etc. It is the Homeowner's responsibility to control the temperature and humidity levels of the home and Crawl Space to avoid condensation.

2.9 Basement Walls

Basement walls should not bow or be out of plumb greater than 1 inch per 8 feet when measured from the base of the wall to the top of the wall. In situations where bowing or out of plumb walls exceed these parameters, the Builder will make corrections once within the one-year warranty by floating the wall. Patching/ floating the affected area is considered an acceptable repair. The texture and color of concrete cannot be matched exactly due to weather conditions and curing time; therefore, the matching of concrete color or texture is not covered by The Warranty.

2.10 Driveways

Concrete cannot be expected to be crack-free. As the concrete cures, shrinking cracks can randomly occur. Cracks can occur from many reasons but this does not and/or should not affect the structural integrity of the concrete. For a period of one year, driveways containing cracks exceeding 1/4-inch-wide will be repaired by the Builder, unless caused by Homeowner negligence. The Builder will repair any depression which retains water in excess of 1 inch deep caused by settlement. Patching/ filling the affected area is considered an acceptable repair. The texture and color of concrete/filler cannot be matched exactly due to weather conditions and curing time; therefore, the matching of concrete color or texture is not covered by The Warranty. Extreme heat will cause indentations and surface deterioration if cars or trucks are parked for long periods of time in the same location. These indentations, surface deterioration, etc. or any damages not caused by the Builder are not covered by The Warranty.

2.11 Pop-outs in Exterior Concrete

A pop-out in exterior concrete surfaces can occur due to the soft aggregate used in standard concrete. This results in a small void in concrete; however, it does not affect the integrity of the concrete. Since this is considered a normal occurrence, pop-outs are not covered by The Warranty.

2.12 Surface Scaling in Exterior Concrete

Under normal weather conditions and normal use, concrete surfaces should not disintegrate to the extent that the aggregate is exposed and loosened. The Warranty covers any areas where more than 50% of the surface is



affected for a period of one year. Patching the affected area is considered an acceptable repair. The texture and color of concrete cannot be matched exactly due to weather conditions and curing time; therefore, the matching of concrete color or texture is not covered by The Warranty. The Builder is not responsible for deterioration caused by salt, chemicals, roof water running onto patios, walkways, driveways, etc. and consequential scaling damage is not covered by The Warranty.

2.13 Concrete Settlement and Separation

Concrete surfaces including garage floors, walkways, patios and steps should not settle or separate from the house structure in excess of 1 inch in freezing climates or 1/2 inch in non-freezing climates. Any separation exceeding 1 inch will be covered by The Warranty for a period of one year, unless due to Homeowner negligence. Patching/filling the affected area is considered an acceptable repair. Any repairs to damaged portions of the concrete will be done at the Builder's discretion and any color or texture variations are not covered by The Warranty.

2.14 Water on Exterior Concrete Surfaces

Typically, exterior concrete surfaces have been designed for specific drainage purposes; therefore, water should drain from all outdoor stoops and steps. After the rain ceases, minor water ponding might exist. Any water ponding that exists beyond a 24-hour period that exceeds 1/2-inch depth is covered by The Warranty for a period of one year. Patching the affected area is considered an acceptable repair. The texture and color of concrete cannot be matched exactly due to weather conditions and curing time; therefore, the matching of concrete color or texture is not covered by The Warranty.

2.15 Cracks in Exterior Concrete

Exterior concrete surfaces are exposed to all weather conditions. Just as for interior concrete surfaces, exterior concrete cannot be expected to be crack-free. As the concrete cures, shrinking cracks can occur randomly. This does not and/or should not affect the structural integrity of the concrete. Any cracks (outside of control joints) exceeding 1/4 inch in width or vertical displacement is covered by The Warranty for a period of one year, unless due to Homeowner negligence. Patching, filling, or grinding the affected area are all considered acceptable repairs. The texture and color of concrete/ filling cannot be matched exactly due to weather conditions and curing time; therefore, the matching of concrete/filling color or texture is not covered by The Warranty.

2.16 Exterior Concrete Paver/ Decorative Surfaces

The Builder does not offer any warranty on landscaping and/or hardscaping.

Framing

3.1 Wood Framed Walls Bowed

All interior and exterior framed walls or ceilings have slight variations on the finished surfaces. Walls or ceilings that are bowed more than 1/2 inch within a 32-inch horizontal or vertical measurement, not including drywall



corner bead, will be repaired by the Builder for a period of one year. The Builder will repaint any affected surfaces, if needed; however, an exact match of paint color or texture is not guaranteed or covered by The Warranty.

3.2 Wood Framed Walls Out of Plumb

Interior walls should be straight and plumb within 1 inch per 8 feet vertical measurement. The Builder will make necessary repairs to any interior wall that is more than 1 inch per 8 feet out of plumb for a period of one year, unless due to Homeowner negligence. The Builder will repaint any affected surfaces, if needed; however, an exact match of paint color or texture is not guaranteed or covered by The Warranty.

3.3 Columns or Posts

Columns and posts should not bow or be out of plumb in excess of 1 inch per 8 feet when measured vertically. The Builder will straighten columns and/or posts that exceed the 1 inch per 8-foot standard once within the one-year warranty. Cosmetic defects included but not limited to discolor, fading, cracks, twist, knots, are not warrantable. If the defect affects the structural integrity of the home, the possible repairs may be covered by The Structural Warranty Provider.

3.4 Wood Beams Split

It is not uncommon for wood beams, joists and posts to split as they dry. Any parallel splitting is anticipated in the structural calculations of wood products and is usually not a structural concern. Diagonal splitting that extends from one side to another and is more than 1/2-inch-deep may weaken the wood. Repairs may include additional wood framing to the existing beam/post secured with metal plates, nails, bolts, etc. The Builder will repaint/stain any affected surfaces, if needed; however, an exact match of paint/ stain color or texture is not guaranteed or covered by The Warranty. Cosmetic defects included but not limited to discolor, fading, cracks, twist, knots, are not warrantable. Any structural component that exceeds this standard may be repaired under The Structural Warranty Provider.

Roofing and Gutters

4.1 Asphalt Shingle Curled or Buckled

Curling and buckling is where the front edges of the asphalt roofing shingles lift up slightly from the roof. This is common in colder climates or cooler parts of the day. As the temperature warms, the shingles will lay flat. Since curling and buckling is considered a normal condition, there is no coverage by The Warranty. Damage caused by severe weather and/ or Homeowner negligence is not covered by The Warranty.

4.2 Shingles Lifted or Blown Off

Roof shingles should not lift or blow off during normal and anticipated weather conditions if maintained properly. In the event that shingles are lifted or blown off the roof, the Builder will repair affected shingles for a period of one year, unless caused by wind velocities exceeding the manufacturer's tolerances. Patching the affected area is considered an acceptable repair. The repaired area may not match existing material in color or texture and is not covered by The Warranty. Damage caused by severe weather and/ or Homeowner negligence is not covered by The Warranty.



4.3 Shingle Color Shading

An inconsistency of coloring as viewed from different angles is known as shading. This can be caused by a difference in product color installed in a specific area, slight variations in texture, and the reflection of light. Shading is a normal cosmetic occurrence and in no way affects the integrity of the roofing shingles. Since slight shading is unavoidable, shading is not covered by The Warranty.

4.4 Shingle Color Variations

Roofing shingles are exposed to all elements of weather year-round. If any repairs or replacements of roofing materials are made, a difference in color and texture can be expected. The Builder will try to match the roofing shingle as closely as possible for all repairs, but a perfect color and texture match is not covered by The Warranty.

4.5 Damaged or Defective Shingles

Torn, cracked or chipped shingles exceeding 1/2 inch will be repaired by the Builder for a period of one year if they were damaged during normal weather conditions and maintained properly. Patching the affected area is considered an acceptable repair. The repaired area may not match existing material in color or texture and is not covered by The Warranty. Damage caused by severe weather and/or Homeowner negligence is not covered by The Warranty.

4.6 Roof or Flashing Leaks

The roof and flashing should not leak under normal anticipated weather conditions when properly maintained by the Homeowner. The Builder, for a period of one year, will repair roof or flashing leaks that occur during normal weather conditions. It is the responsibility of the Homeowner to keep all valleys and flashings free from debris, etc. Leaks caused by Homeowner negligence are not covered by The Warranty. The repaired area may not match existing material in color or texture and are not covered by The Warranty. Damage caused by severe weather and/or Homeowner negligence is not covered by The Warranty.

4.7 Standing Seam/ Metal Roofing

The standing seam/metal roof should not leak under normal anticipated weather conditions when properly maintained by the Homeowner. The Builder, for a period of one year, will repair standing seam/metal roof leaks that occur during normal weather conditions. It is the responsibility of the Homeowner to keep all standing seam/metal roof free from debris, etc. Leaks caused by Homeowner negligence are not covered by The Warranty. The repaired area may not match existing material in color or texture and is not covered by The Warranty. Damage caused by severe weather and/or Homeowner negligence is not covered by The Warranty.

4.8 Roof Vents and/or Louvers

Roof vents and/or louvers are designed to provide proper ventilation for attic space while keeping out wind-driven rain and snow in normal weather conditions. Any leaks caused by debris, ice, etc. accumulation are considered part of routine Homeowner maintenance and are not covered by The Warranty. However, any vents and/or louvers that have been improperly installed that permit these elements to penetrate under normal conditions will be covered by The Warranty for a period of one year. We will only repair the affected area and an exact color match is not guaranteed. Patching/ adjusting the affected area is considered an acceptable repair.



4.9 Gutter or Downspout Leaks

The Builder will repair leaks in gutters and downspouts once within a period of one year provided proper Homeowner care. We will only repair the affected area and an exact color match is not guaranteed. Patching the affected area is considered an acceptable repair. It is the responsibility of the Homeowner to clear debris, snow, and ice from gutters and downspouts. Any leaks caused by Homeowner negligence are not covered by The Warranty.

4.10 Water in Gutters

When a gutter installed by the Builder is unobstructed by debris, snow and ice, the water level should not exceed 1/2 inch in depth 24 hours after rainfall. The Builder will adjust the gutter once to minimize any water ponds for a period of one year. Water ponds caused by debris, snow or ice accumulation is considered part of routine Homeowner maintenance and is not covered by The Warranty.

4.11 Standing Water on Roof

It is not uncommon for a small amount of water to pond on a low-pitched or flat roof after rain, but the water should drain. Water ponding on a low-pitched roof area should not exceed 1/4 inch in depth more than 24 hours after rainfall. The Builder will repair ponded areas by adding additional roofing materials for a period of one year. Water ponding caused by debris accumulation is considered part of routine Homeowner maintenance and is not covered by The Warranty.

4.12 Mildew, Algae and Moss on Roof

The growth of mildew, algae and moss on roof surfaces can be caused by leaks, condensation, accumulation of dust, shade, etc. It is the responsibility of the Homeowner to conduct proper routine maintenance. The growth of mildew, algae and moss on roof surfaces is not covered under The Warranty.

4.13 Roof Penetrations

Any penetrations whatsoever to the roof will void your Warranty. This includes, but is not limited to, nail holes, satellite dishes, staples, etc. and any other materials that penetrate roofing components.

Masonry, Siding and Exterior

5.1 Masonry Cracks

Small cracks in masonry veneer, or in mortar joints, are normal due to expansion and contraction. Any cracks greater than 1/4 inch in width will be repaired by tuck pointing, patching or painting. Unless these cracks are controlled with expansion joints, the Builder will repair this condition once within a one-year period. Patching is considered an acceptable repair. Color variations in mortar or brick products are normal and a perfect match is not covered by The Warranty.



5.2 Joint Separation, Cracks and Openings

Any joints and cracks in exterior wall surfaces and around openings should be properly caulked to prevent the entry of water. Weep holes are the only exception as they have been purposefully placed and should not be sealed. It is considered part of routine Homeowner maintenance to repair and maintain caulking and any subsequent repairs are not covered by The Warranty.

5.3 Masonry Efflorescence

Efflorescence is a powdery substance left behind from the drying of concrete and masonry products. This is a normal condition. As concrete cures, water is drawn to the surface where it evaporates and leaves behind salt and alkaline deposits on the surface. Cleaning is the responsibility of the Homeowner and is not covered under The Warranty. The Homeowner may be able to remove some efflorescence by cleaning with a stiff scrub brush and water.

5.4 Masonry Color Variations

Variations in the masonry or brick colors should be expected. Shade variations are normal and should be expected from the manufacturer, weather, oxidation and pollutants. Because of this, color variations in masonry are not covered under The Warranty.

5.5 Siding Delaminated

The Builder, for one year within the manufacturer's warranty, will repair or replace any cementitious composite siding that has delaminated (separated into layers). The effects of improper Homeowner maintenance, negligent damage caused by objects striking or penetrating the siding and weathering are not covered by The Warranty. Patching the affected area is considered an acceptable repair. The repaired area may not match existing material in color or texture. For repairs requiring paint touchups, the Homeowner can expect the newly painted and/or finished surface may not match the original surface in color or texture. The Builder will only paint the new materials, if needed.

5.6 Siding Bowed, Buckled or Wavy

The Builder will repair any bowed, buckled or wavy vinyl siding or cementitious composite lap siding exceeding 1/2 inch per 32 inches within a one-year period. Patching the affected area is considered an acceptable repair. The repaired area may not match existing material in color or texture. For repairs requiring paint touchups, the Homeowner can expect the newly painted and/or finished surface may not match the original surface in color or texture. The Builder will only paint the new materials, if needed.

5.7 Cementitious Composite Siding Joint Separation

It is considered part of routine Homeowner maintenance to repair and maintain caulking, therefore, separated joints in cementitious composite siding is not covered by The Warranty.

5.8 Gaps Between Siding and Trim

It is considered part of routine Homeowner maintenance to repair and maintain caulking, therefore, gaps between the siding and trim are not covered by The Warranty.



5.9 Siding Finishes and Texture

The Builder will try to match the texture and color of the existing siding as closely as possible for any repair or replacement of siding, but a perfect match is not guaranteed by The Warranty. For repairs requiring paint touchups, the Homeowner can expect the newly painted surface may not match the original surface in color or texture. The Builder will only paint the new materials.

5.10 Siding Finish Faded

It is normal for any colored siding to fade when exposed to the sun, elements, etc.; therefore, any fading of materials is not covered by The Warranty.

5.11 Mildew and Algae on Siding

The growth of mildew, algae and moss on siding or miscellaneous exterior surfaces can be caused by, included but not limited to, leaks, condensation, accumulation of dust, shade, etc. It is the responsibility of the Homeowner to conduct proper routine maintenance. The growth of mildew, algae and moss on siding or miscellaneous exterior surfaces is not covered under The Warranty.

5.12 Loose Siding

The Builder will correct siding materials that become loose or detached by reinstalling or replacing material for a period of one year. Patching the affected area is considered an acceptable repair. The repaired area may not match existing material in color or texture. For repairs requiring paint touchups, the Homeowner can expect the newly painted and/or finished surface may not match the original surface in color or texture. The Builder will only paint the new materials. Any material that becomes loose or detached as a result of any elements out of the Builder's control, unusually high winds that exceed the manufacturer's wind limits or Homeowner negligence are not covered by The Warranty.

5.13 Vinyl Siding Melted

It is possible for the siding to melt due to the reflection of sunlight off the windows, outside elements, Homeowner negligence, etc. There is no coverage for melted siding under The Warranty.

5.14 Exterior Trim Board Twisted

Any bows and twists in exterior trim board exceeding 3/4 inch per 8 feet will be repaired under The Warranty, for a period of one year, by adjusting or replacing the trim board. Patching the affected area is considered an acceptable repair. The repaired area may not match existing material in color or texture. For repairs requiring paint touchups, the Homeowner can expect the newly painted and/or finished surface may not match the original surface in color or texture. The Builder will only paint the new materials.

5.15 Exterior Trim Board Cupped

Any cups in exterior trim board exceeding 1/4 inch per 6 inches will be repaired by the Builder for a period of one year. Patching the affected area is considered an acceptable repair. The repaired area may not match existing material in color or texture. For repairs requiring paint touchups, the Homeowner can expect the newly painted and/or finished surface may not match the original surface in color or texture. The Builder will only paint the new materials.



5.16 Loose Exterior Trim

Exterior trim should not separate from the home more than 1/2 inch. The Warranty covers any trim or siding that is not installed properly or separates from the home more than 1/2 inch for a one-year period. Patching is considered an acceptable repair. The repaired area may not match existing material in color or texture. For repairs requiring paint touchups, the Homeowner can expect the newly painted and/or finished surface may not match the original surface in color or texture. The Builder will only paint the new materials. Separations due to any elements out of the builder's control, unusual weather conditions, or Homeowner negligence are not covered by The Warranty.

Wood Decks

6.1 Wood Decks

It is the Homeowner's responsibility to maintain wood decks, therefore, there is No Warranty on the wood deck and any of its components.

Landscaping

7.1 Landscape and Hardscaping

Due to variations in temperature, terrain, water, and the fact that someone other than the Builder is responsible for the maintenance, etc., the Builder does not offer any warranty on landscaping and/or hardscaping. Every aspect of the landscaping and/or hardscaping, including but not limited to, all plants, berms, bedding materials, mulch, turf, sod, retaining walls, drains, splash blocks, drainpipes, irrigation/backflow, outdoor lighting, mailbox, etc. should be maintained by the Homeowner.

7.2 Fence

Fence installation is at homeowner's risk. The Builder does not offer any warranty on fence installation and/or maintenance. Every aspect of the fence should be maintained by the Homeowner.



Home Interior

Doors and Windows

8.1 Exterior Wood Door Panel Split

Split door panels should not allow light to be visible through the door or allow any weather intrusion. The Builder, for a period of one year, will repair splits in door panels by filling them with wood filler and refinishing to match as closely as possible. An exact match cannot be guaranteed and is not covered by The Warranty.

8.2 Exterior Doors Warped

Exterior doors may warp to some degree due to temperature differences between inside and outside surfaces. However, they should not warp to the extent that they become inoperable or no longer weather resistant. Warping on doors should not exceed 1/4 inch as measured diagonally from corner to corner. If the door has been properly maintained and is not physically damaged, the Builder, for a period of one year, will repair or replace the door if warping exceeds the 1/4inch standard or prevents normal closing and fit. Warping that occurs to doors that are improperly maintained or due to Homeowner negligence is the Homeowner's responsibility and is not covered by The Warranty. Exterior doors are designed and should be installed to resist most water intrusions and wind, however they are NOT waterproof or windproof. Air or water intrusion (commonly called 'leaks') caused by, including but not limited to, extreme weather conditions, power washing, homeowner neglect or improper maintenance are also not covered by The Warranty. Repairs or replacements may not exactly match original door. An exact color match cannot be guaranteed and is not covered by The Warranty.

8.3 Interior Doors

If settling prevents normal closing and fit and the door has been properly maintained and is not physically damaged, the Builder, for a period of one year, will repair, adjust or replace the door. Warping that occurs to doors that are improperly maintained or caused by Homeowner negligence is the Homeowner's responsibility and is not covered by The Warranty. Repairs or replacements may not exactly match original door. An exact color match cannot be guaranteed and is not covered by The Warranty.

8.4 Visible Raw Wood

Just like any other wood components, your doors will expand and contract due to any changes in temperature or moisture. Since the doors are a painted/stained surface, when this expansion and contraction occurs it may expose unpainted/unfinished surfaces. This is considered a normal occurrence and any touchups needed are part of routine Homeowner maintenance and are not covered by The Warranty.

8.5 Doors Not Operating Properly

The Warranty, once within a one-year period, will cover necessary corrections or adjustments needed to doors that to fail function properly by binding, sticking, not latching, rubbing or sealing that are not due to Homeowner negligence. Doors should not rub on the carpet surface and if so, then they will be undercut at the Builder's discretion. If any repairs are needed, an exact match of color and/or texture is not guaranteed.



8.6 Door Hardware

Any adjustments to malfunctioning locks and hardware are considered part of routine Homeowner maintenance and not covered by The Warranty. If any repairs are needed, an exact match of brand, style, color and/or texture is not guaranteed.

8.7 Sliding Patio Doors and Screens (if Applicable)

The sliding patio door track should be kept free from any debris at all times. It is normal for water to stand in the bottom track after rainfall as well as for some elements to enter the home under extreme weather conditions. Keep weep holes free from obstruction as they have been purposefully placed to allow water to drain. Sliding patio doors should operate smoothly and also lock and unlock easily. Any doors that do not function properly will be adjusted once within a period of one year. Sliding glass doors, Standard doors and windows are not water-proof. All screens have no Warranty.

8.8 Garage Door Adjustments

The garage door should be functioning properly at the time of closing. Any additional repairs or adjustments needed will be corrected once during a one-year period under The Warranty unless caused by Homeowner. Any adjustments to the garage door where the Homeowner has installed an electric garage door opener will not be covered by The Warranty. Garage door sensors should always be kept free from obstructions and debris.

8.9 Garage Door Leaks

It is possible for some elements to penetrate through and under the garage door during extreme weather conditions and high winds. Garage Doors are not waterproof. In extreme cases, repairs or adjustments will be made available one time only during a one-year period under The Warranty. Any adjustments to the garage door where the Homeowner has installed an electric garage door opener will not be covered by The Warranty.

8.10 Windows Difficult to Operate

Windows should open and close smoothly and lock easily. Any windows that do not operate per the manufacturer's standards will be available for adjustment one time only under The Warranty for a period of one year. Windows are not waterproof. The Homeowner is responsible for keeping window tracks clean and lubricated.

8.11 Window Leaks

Any defect in workmanship and improper installation of windows that directly caused a water leak is covered by The Warranty for a one-year period. Any leaks caused by Homeowner negligence, damage, or improper maintenance will not be covered by The Warranty. Leaks caused by extreme weather conditions are also not covered by The Warranty. Windows are not waterproof. The windows are designed to hold water in the tracks during heavy rainfall and drain to the exterior. Keep weep holes free from obstruction as they have been purposefully placed to allow water to drain. There is no corrective action needed for water in the window tracks.

8.12 Condensation or Frost on Windows

There is no corrective action required under The Warranty for condensation or frost on windows. When there are extreme differences in temperature and humidity between the outside and inside of your home, or due to the personal living habits of the occupants, the Homeowner should ensure that condensation is dry to prevent



moisture damage to surrounding surfaces. It is the Homeowner's responsibility to control the temperature of the home to avoid condensation and/or moisture damage.

8.13 Window/Window Components Scratches, Cracks or Imperfections

There is No Warranty for any damages on windows or window components. Any damages to the windows or window components will be the responsibility of the Homeowner to repair.

8.14 Air Infiltration Around Windows

Under The Warranty, the Builder will adjust any windows or weather-stripping that prohibits a proper seal around the window one time only during a one-year period. In extreme conditions and high winds, it is normal to have some air infiltration. The Warranty does not cover air infiltrations under these weather conditions.

8.15 Window Screens.

The Warranty does not offer any coverage for missing or damaged screens.

8.16 Water/Air Intrusion (Windows and/or Doors)

Windows and doors are not waterproof or airtight. They are designed and should be installed to resist most water intrusions and wind, however they are NOT waterproof or windproof. Air or water intrusion (commonly called 'leaks') caused by, including but not limited to, extreme weather conditions, power washing, homeowner neglect or improper maintenance are also not covered by The Warranty. Regardless of the reason or fault, it is solely the Homeowner's responsibility to stop water entry and any consequential damages.

HVAC System and Insulation

9.1 Cooling System

In cases where the cooling system is not working properly, the Builder, for a period of one year, will take corrective action if the ASHRAE** standards (a published set of industry standards relating to air flow and other heating system issues) are not met.

9.2 Heating System

In cases where the heating system is not working properly, the Builder, for a period of one year, will take corrective action if the ASHRAE** standards (a published set of industry standards relating to air flow and other heating system issues) are not met.

** With regard to 9.1 and 9.2, basic ASHRAE standards relate the house air temperature to the thermostat setting and the variation of interior setting to the exterior temperature. When there are extreme differences in temperature and humidity between the outside and inside of your home and rooms, or due to the personal living habits of the occupants, the Homeowner should ensure that condensation is dry to prevent moisture damage to, but not limited to surrounding surfaces, etc. It is the Homeowner's responsibility to control and balance the temperature of the home to the Homeowner's preferred personal living habits and to avoid condensation/moisture.



9.3 Condensation Line

A condensation line drain allows any moisture from the air conditioning unit to drain properly. Any obstructions or debris in the condensation line prevent proper moisture drainage and can cause water to back up in the drain pan. It is the responsibility of the Homeowner to maintain an unobstructed condensate line and repair any clogs if that may occur. Cleaning your condensation line will reduce chances for clogs and keep your HVAC system running properly. It is the Homeowner's responsibility to protect their drains from freezing during cold weather. The Warranty does not cover any damages caused by freezing drains.

9.4 Ductwork Separation

Ductwork should remain intact and securely fastened. As long as damages were not caused by Homeowner negligence, the Builder will reattach or re-secure any separated or detached ductwork once within a one-year period.

9.5 Ductwork Noise

Noise in ductwork may occur for a brief period when heating or cooling begins. When metal is heated and cooled it expands and contracts. The resulting 'crackling' sounds cannot be avoided. However, these noises should be brief and any continuous 'crackling' during normal operation requires attention. Necessary steps to eliminate noise in the ductwork caused by improper installation will be covered by The Warranty for a period of one year.

9.6 Equipment Vibration and Noise

Your heating and air conditioning unit will vibrate and generate noise during normal operation. There is no corrective action required under The Warranty.

9.7 Rattling at Registers, Grills or Ducts

Your heating and air condition system are not designed to be noise free. It is possible to hear some noise and/or whistling as air travels through registers or ducts. However, it is a deficiency to hear any metal rattling from the registers or ducts and will be repaired under The Warranty for a period of one year.

9.8 Dryer Vents, Appliance Vents, Bath Vents, Piping and Exterior Exhausts

The Dryer/Appliance/Bath vents, piping and exterior exhausts are installed per code but are not waterproof and can become obstructed. Any obstructions or debris in the dryer/appliance/bath vents, piping and exterior exhausts can cause damage. It is the responsibility of the Homeowner to clean and maintain an unobstructed dryer/appliance/bath vents, piping and exterior exhausts which will reduce the chances for clogs and damages and help keep your venting and piping running properly. Damages and/or leaks that occur from anything that generates steam, condensation and/or moisture, weather conditions, high winds, or any elements outside of the Builder's control, are not covered by The Warranty.

9.9 Insulation

The Builder will install insulation of proper thickness and characteristics required to meet the local building standards and state energy guidelines at the time of installation. Any insulation installation that is not in accordance with these requirements at the time of installation will be repaired under The Warranty for a period of one year, unless caused by Homeowner negligence.



Electrical

10.1 Fuses Blow or Circuit Breakers Trip

Wiring should be capable of carrying the designed load to the electric box under normal residential use. Fuses should not be blown and circuit breakers should not be tripped under normal use. Under The Warranty, any fuses or breakers that do not perform properly under normal use will be checked and repaired for a period of one year. The Builder is not liable for any injuries, losses and or damages from tripping, loss of power, etc.

10.2 Electrical Outlets, Switches, or Fixtures Malfunction

Any malfunctions requiring repair or replacement will be covered under The Warranty for a one-year period. Please acknowledge that the voltage entering the home is controlled by the local utility service and variances can cause flickering or dimming of lights temporarily. The Builder is not liable for any injuries, losses and or damages from tripping, loss of power, etc.

10.3 Ground Fault Circuit Interrupter (GFCI) Devices

Ground fault interrupters are safety devices installed as part of the electrical system to provide protection against electrical shock. These sensitive devices detect potentially dangerous 'ground faults' in small appliances and extension cords and can be tripped easily. The Warranty will cover any replacements or repairs needed for defective GFCI devices for a period of one year. The Homeowner is responsible for repairing any device that causes the GFCI to trip. Tripping is to be expected and is not covered by The Warranty unless due to faulty installation. The Builder is not liable for any injuries, losses and or damages from tripping, loss of power, etc.

10.4 Drafts From Electrical Outlets

Some airflow from electrical outlets can be anticipated in a new home. Electrical junction boxes on exterior walls may produce airflow drawn in from the outlet into a room. Under these circumstances, no action is required under The Warranty.

10.5 Low Voltage Wiring Malfunctioning

If the Builder installed low voltage wiring system malfunctions, the Builder, for a period of one year, will take corrective action. Any Homeowner or Homeowner initiated alterations and/or additions void The Warranty.

10.6 Light Fixtures, Ceiling Fans and Bath Fans

All electrical fixtures will be installed per the manufacturer's specifications. Any defects or malfunctions due to improper installation will be covered by The Warranty for a period of one year. The Warranty does not cover lights bulbs, any alterations or additional light fixture malfunctions, nor does it guarantee noise or wobble-free ceiling fans or noise free bath fans.

Plumbing

11.1 Drainage Problems

Any clogged drains or sewers that are caused by any error in construction workmanship or construction debris will



be covered under The Warranty within 5 days of closing date only. It is the responsibility of the Homeowner to repair any clogs caused by the Homeowner and assume all repair costs. Please note that any service performed on drainage problems that are assumed to be the responsibility of the Builder and are actually caused by the Homeowner, the Homeowner will be responsible and billed for the repair costs. It is the Homeowner's responsibility to protect their drains from freezing during cold weather. The Warranty does not cover any damages caused by freezing drains.

11.2 Water in Pipe Freezes

It is the Homeowner's responsibility to protect their plumbing pipes and faucets from freezing during cold weather. The Homeowner should maintain a minimum of 60 degrees house temperature and drain all exterior pipes and faucets. The Warranty does not cover any damages caused by freezing in pipes and/or inside and outside faucets/hose bibs.

11.3 Water Pipe Noise

It is impossible to eliminate all noise from the flow of water in the pipe system. However, loud rattling noises that occur when the water is shut off (also referred to as 'water hammer') are a deficiency. The Warranty will cover any repair (one time) needed to eliminate 'water hammer' for a period of one year, although a noise free pipe system is not guaranteed by The Warranty.

11.4 Plumbing Leaks

Leaks that are caused by a defect in workmanship will be covered under The Warranty for a period of one year. The collateral damages as a result of the plumbing leak will not be covered by the warranty. It is the Homeowner's responsibility to maintain joint fillers, including but not limited to, caulking and grout, as it is a part of routine Homeowner maintenance. Any damages assumed due to poor maintenance and/or Homeowner negligence will not be covered by The Warranty.

11.5 Tubs and Shower Base Flexes

It is considered acceptable for some flexing to occur in tubs and shower bases (excluding tiled surfaces etc.). Most flexing occurs from normal weight which causes the shower or tub drain to move slightly. Some flexing can occur on the shower or tub walls and this is not considered a defect and is not covered by The Warranty. Any damages, including but not limited to, poorly maintained caulking, grout, Homeowner negligence, etc., will not be covered by The Warranty.

11.6 Fixtures

The Builder installed plumbing fixtures, including but not limited to toilets, sinks, faucets, bathtubs, showers, etc., that have surface imperfections (chips, scratches, etc.) are not covered by The Warranty. Damaged or scratched fixtures will be the responsibility of the Homeowner to repair.

11.7 In Ground Wells (If Applicable)

Well systems will not be covered by The Warranty.



11.8 Septic System (If Applicable)

Freezing, soil saturation from any source, underground springs, irrigation, water run-off, excessive use, drainage line field damage or alter, anything entering the lines, pipes or tank that is not human waste and/or liquid, and increased water table are among the potential septic system issues not covered by The Warranty. Any damages assumed due to poor maintenance and/or Homeowner negligence will not be covered by The Warranty. If anything, other than human waste and/or human liquids enters any line, pipe and/or tank The Warranty will be voided.

**If your home also has a garbage disposal installed in addition to the septic system, the septic system will have to be pumped out more frequently at Homeowners expense due to the additional food waste.

11.9 Utilities

No utilities are covered by The Warranty.

Cabinets and Countertops

12.1 Gaps Between Cabinets/ Countertops and Ceilings or Walls

Gaps between the cabinets/countertops and ceilings or walls exceeding 1/4 inch will be covered once by The Warranty for a one-year period by caulking, or other methods at the Builder's discretion. A perfect match of any repair needed is not guaranteed. The Builder is not responsible for color variations and an exact match is not covered by The Warranty. Patching is considered an acceptable repair. Any damages assumed due to poorly maintained caulking, Homeowner negligence, excessive weight, etc. will not be covered by The Warranty.

12.2 Cabinet Warped

Cabinet doors or drawer faces that are warped in excess of 1/4 inch, measured from the face of the cabinet frame to the furthestmost point in a closed position, will be repaired once under The Warranty for a one-year period. The Builder is not responsible for color or product variations and an exact match is not covered by The Warranty. Any damages assumed due to Homeowner negligence, excessive weight, etc. will not be covered by The Warranty. Patching is considered an acceptable repair.

12.3 Cabinet Door, Shelf and Drawer Adjustments

Malfunctions including doors and drawers that bind, cabinet doors that do not stay closed, or other adjustments needed will be addressed once within a one-year period. Any subsequent adjustment is considered part of routine Homeowner maintenance and is not covered by The Warranty. The Builder is not responsible for shelving issues or damages arising from shelving use. The Builder is not responsible for color or product variations and an exact match is not covered by The Warranty. Any damages assumed due to Homeowner negligence, excessive weight, etc. will not be covered by The Warranty. Patching is considered an acceptable repair.

12.4 Cabinet Finish Variations

Cabinets will have varying colors and grains as they are all constructed from different pieces of natural wood. The Builder is not responsible for color or product variations and an exact match is not covered by The Warranty. Any damages assumed due to Homeowner negligence, etc. will not be covered by The Warranty.



12.5 Countertops Scratched, Cracked, or Chipped

Scratches, chips, cracks, or other surface imperfections on countertops are not covered by The Warranty.

12.6 Countertops Natural Stone Characteristics

The final appearance of the polished surface of each type of granite is determined by the specific components or mix of quartz, feldspars and other materials. While the overall appearance will be that of a high gloss finish, some components within the granite may not accept the same level of polish as the rest of the crystals; resulting in so called dull spots or watermarks. Dull spots and/or watermarks are not covered by The Warranty.

A characteristic referred to as pitting may result from granite's crystalline structure, which can sometimes result in small spaces that form between the varying mineral crystals. In some instances, certain crystals may also be removed during the polishing process, causing the pits to become more visible. Pitting contributes to the stone's uniqueness and will not become worse over the passage of time. Pitting is not covered by The Warranty.

Granite contains natural fissures which appear as cracks. These are the natural result of the heating and cooling of the stone during its formation millions of years ago. Fissures are random and will vary from one type of granite to the next. They will not grow or expand over time. Fissures are not covered by The Warranty.

12.7 Countertop Not Level

Any countertop that is out of level more than 1/4 inch per 4-foot measurement will be corrected once under The Warranty for a one-year period. If repair is required, the Builder is not responsible for color or product variations and an exact match is not covered by The Warranty.

12.8 Countertop Seams and Delamination

The Warranty does not cover surface cracks, seams or delaminating high pressure laminate countertops. The Homeowner should ensure that countertops/ cabinets are kept dry to prevent moisture damage to, but not limited to surrounding surfaces, etc. It is the Homeowner's responsibility to control the temperature and moisture of the home to avoid subsequent damage.

Flooring

13.1 Subfloor Uneven

Floors that are more than 1/4 inch out of level within a 4-foot horizontal measurement will be corrected once under The Warranty for a period of one year. Patching the affected area is considered an acceptable repair. If a repair is required, the Builder is not responsible for color and/or product variations and an exact match is not covered by The Warranty. Any damages assumed due to Homeowner negligence, excessive weight, etc. will not be covered by The Warranty.

13.2 Floor and Stairs Noises

A squeak or noise resistant floor or stairs cannot be guaranteed. Patching the affected area is considered an acceptable repair. If the Builder determines a repair is required, and replacement materials are used, a color and/or product variation and an exact match is not covered by The Warranty. Any damages assumed due to Homeowner negligence, excessive weight, homeowner conditions, etc. will not be covered by The Warranty.



13.3 Hardwood Flooring Gaps and Misc. Issues

Wood is wood. It is not perfect nor will it ever be perfect. Wood will adjust and that is not covered under The Warranty. Hardwood floors may have small gaps and are not considered a defect. Gaps exceeding 1/4 inch will be repaired once under The Warranty for a one-year period. Any scratches, chips, dents, color variations, cracks, discoloration, shading or fading, etc. are not covered by The Warranty. Patching the affected area is considered an acceptable repair. If a repair is required, the Builder is not responsible for color and/or product variations and an exact match is not covered by The Warranty. The Homeowner should ensure that flooring is kept dry to prevent damage to, but not limited to surrounding surfaces, etc. It is the Homeowner's responsibility to control the temperature and moisture of the home both in and under to avoid subsequent damage. Any damages assumed due to Homeowner negligence, excessive weight, etc. will not be covered by The Warranty.

13.4 Vinyl Floor Loose or Bubbling

Vinyl flooring (affected area) that becomes unglued, bubbles, or lifts from the subfloor will be repaired once under The Warranty for a one-year period. Patching the affected area is considered an acceptable repair. The Builder is not responsible for discontinued patterns or color variations of flooring needed for any necessary repairs and will not be covered by The Warranty. Any damages assumed due to Homeowner negligence, excessive weight, etc. will not be covered by The Warranty.

13.5 Vinyl Floor Depressions or Ridges

It is common for depressions or ridges to be somewhat visible due to any irregularities in the subfloor. Depressions or ridges that exceed 1/4 inch over a 4-foot area will be repaired once under The Warranty for a period of one-year. Patching the affected area is considered an acceptable repair. The Builder is not responsible for discontinued patterns or color variations of flooring needed for any necessary repairs and will not be covered by The Warranty. Any damages assumed due to Homeowner negligence, excessive weight, etc. will not be covered by The Warranty.

13.6 Seams and Shrinkage Gaps

Gaps in vinyl flooring seams should not be readily apparent from a standing position. For a period of one-year, the Builder will repair gaps in seams that exceed 1/8 inch. Patching the affected area is considered an acceptable repair. The Builder is not responsible for discontinued patterns or color variations of flooring needed for any necessary repairs and will not be covered by The Warranty.

13.7 Nail Pops/Screws under Vinyl Floor

Nail pops and/or screws that appear on the surface that are readily apparent from a standing position will be repaired for a one-year period. Patching the affected area is considered an acceptable repair. The Builder is not responsible for discontinued patterns or color variations of flooring needed for any necessary repairs and will not be covered by The Warranty.

13.8 Vinyl Floor Stains and Discoloration

There is no coverage by The Warranty for any discoloration, fading, shading of vinyl flooring.

13.9 Carpet Loose

The Warranty will cover wall to wall carpeting that becomes loose and will be re-stretched or re-secured once



within a one-year period. Any damages assumed due to Homeowner negligence, excessive weight, etc. will not be covered by The Warranty.

13.10 Carpet Seams

There is no coverage by The Warranty for visible carpet seams.

13.11 Carpet Spots or Fading

There is no coverage by The Warranty for any discoloration, shading or fading of carpeting.

13.12 Cracked or Loose Hard Surface Flooring

Structural cracks or loose hard surface flooring (ceramic tiles, bricks, marble, or stone flooring) will be repaired once within a one-year period. The Builder will repair only the damaged area. Patching the affected area is considered an acceptable repair. However, any damages assumed due to Homeowner negligence, excessive weight, etc. will not be covered by The Warranty. The Builder is not responsible for discontinued patterns or color variations of flooring and/or grout needed for any necessary repairs and will not be covered by The Warranty. There is no coverage by The Warranty for any discoloration, shading or fading. Repairs should be done towards the end of the one-year period to allow the home to properly settle.

13.13 Tile Edges Not Even

The Warranty will cover the repair of the tile edges that are greater than 1/4-inch difference from the rest of the flooring once within a one-year period. Patching the affected area is considered an acceptable repair. The Builder will repair only the damaged area. Irregular tiles (limestone) or handmade tiles are not covered by The Warranty. The Builder is not responsible for discontinued patterns or color variations of flooring and/ or grout needed for any necessary repairs and will not be covered by The Warranty.

13.14 Grout

Grout cracks can commonly occur, including but not limited to, along baseboards, bathtubs, showers, floors and other joints due to normal expansion and contraction. Cracks in grouting that exceed 1/4 inch will be corrected once within the one-year period of The Warranty. Patching the affected area is considered an acceptable repair. The exact color match of the grouting touchup cannot be guaranteed. Re-grouting of these cracks is considered part of routine Homeowner maintenance and is responsibility of the Homeowner. It is the Homeowner's responsibility to seal all grout as needed.

Fireplaces

14.1 Pre-Fab Gas Fireplace

Repairs needed on the fireplace purchased with the home, if any, will be handled by the manufacturer under the Manufacturer's Warranty, not the Builder. There is No Warranty for the fireplace/ fireplace components and or the results of its use.



Interior Trim

15.1 Trim Imperfections

Wood is wood. Wood will adjust and that is not covered by The Warranty. Interior trim/molding imperfections, including but not limited to, grain difference, knots, splits, surface cracks, blemishes, etc. are not covered under The Warranty.

15.2 Gaps at Joints on Trim

Interior trim/molding gaps are not uncommon and are generally expected to occur. These items are not covered by The Warranty. A simple remedy is for the Homeowner to apply caulk when needed.

Paint and Finishes

16.1 Drywall Imperfections

Drywall imperfections, including but not limited to, cracks, nail and/or screw pops, trowel marks, exposed corner bead, homeowner negligence, improper maintenance, and any blemishes are not covered by The Warranty.

16.2 Repainting Interior Walls/Trim after Repair Work

Some walls surface areas may need to be repainted or refinished after repairs. The Builder will try to match the newly painted area one time only as closely as possible, but an exact match of color is not guaranteed nor covered by The Warranty. Patching the affected area is considered an acceptable repair. There is no coverage under The Warranty for paint touchups and repairs to any surfaces that have been custom painted, damaged or where wall coverings have been installed by the Homeowner.

16.3 Interior and Exterior Paint Deterioration or Fading

The paint and stains on all interior/exterior surfaces will diminish over time due to aging and exposure to elements and is not covered by The Warranty.

16.4 Mildew/ Fungus on Exterior Painted Surfaces and Vinyl

The possible growth of, including but not limited to, mildew, algae and moss on exterior surfaces can be caused by, including but not limited to, leaks, condensation, condensation drain line, accumulation of dust, shade, outdoor elements, weather, etc. It is the responsibility of the Homeowner to conduct proper routine maintenance and is not covered by The Warranty.

16.5 Repainting Exterior Surfaces After Repair Work

Some exterior surfaces may need to be repainted or refinished after repairs. The Builder will match the newly painted surfaces one time only as closely as possible, but an exact match of color is not guaranteed nor covered by The Warranty due to weathering. The Builder will only repaint the repaired materials. There is no coverage under The Warranty for paint touchups and repairs to any surfaces that have been custom painted or neglected by the Homeowner.



Appliances

17.1 Chipped or Scratched Appliances

Surface imperfections, including chips, dents, scratches, etc. are not covered by The Warranty.

17.2 Appliance Not Functioning

Repairs needed on any appliances purchased with the home will be handled by the manufacturer under the Manufacturer's Warranty. Homeowner will contact the Appliance Manufacture.



Warranty Exclusions

- Any items or issues for which the Seller is not responsible as builder under the Manual; 19 11/2019
- Loss or damage to any personal property;
- Loss or damage resulting from the Buyer's failure to comply with his obligations in the Purchase Agreement and/or the Warranty Manual or otherwise resulting from the Buyer's improper maintenance or improper operation;
- Loss or damage resulting from the Buyer's failure to provide notice to the Seller of a problem for which the Seller has responsibility in the Manual;
- Any defect, damage, or loss resulting from actions or inactions of persons other than the Seller, such as independent contractors retained by the Buyer;
- Consequential, collateral or incidental damages of any kind or nature;
- Attorney's fees, expert's fees, and expenses of the Buyer;
- Loss or damage cause by external forces, such as acts of God, windstorm, fire, explosion, smoke, water, hail, lightning, falling trees, flood, earthquakes, radon or other gases, pollution, toxic substances, civil disturbance, change of conditions, moisture, changes in the underground water table which are not reasonably foreseeable at the time of construction, or criminal acts of a third party; as stated in Sellers Purchase Agreement;
- Any loss, damage, defect, cost or expense which is caused by an occurrence for which compensation is provided by state legislation, or which is covered by the insurance of the Buyer;
- Any loss or damage by insects, animals, pests or vermin;
- Any loss or damage arising while the Property is being used primarily for nonresidential purposes or from the Property being used for nonresidential purposes;
- Any loss or damage arising from the multi-family use in a single-family property;
- Costs of wages, shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair, or any other cost or damages relating to loss of use, inconvenience, or annoyance;
- Utilities;
- Normal wear and tear, normal deterioration, or normal changes that are the result of characteristics common to the materials used;
- Loss or damage resulting from the Buyer's failure to comply with warranty requirements of manufacturers;
- Any appliances, piece of equipment, or other item that is consumer product for the purpose of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et. seq. installed or included in the Property, including but not limited to any heating and air conditioning equipment, heat pump, electric air cleaner, exhaust fan, thermostat, space heater, furnace, air conditioning system, humidifier, whirl pool bath, garbage disposal, water heater, water softener, sump pump, refrigerator, freezer, trash compactor, range, oven, kitchen center, dishwasher, over hood, clothes washer, clothes dryer, ice maker, central vacuum system, smoke detector, fire alarm, fire extinguisher, garage door opener, chime, water pump, intercom, burglar alarm, electric meter, or electric barbecue grill;
- Defects in swimming pools and other recreational facilities;
- Defects in landscaping including but not limited to: sodding, seeding, shrubs, trees, plants and fences;
- Decks, decking materials, and any treated wood products;
- Personal or bodily injury of any kind;
- Emotional Distress of any kind;
- Exterior hardware;
- Loss or damage resulting from abnormal loading on floors by the Buyer which exceed design loads as mandated by applicable building codes; and
- Damage, including but not limited to fading and shadowing of paint and other surfaces;
- Any damages cause by materials adjusting, twisting, expanding or contracting. Example wood, concrete, masonry;
- Any loss or damage not reported to Seller pursuant to the terms set forth herein and prior to the expiration of the limited warranty term as set forth herein;
- All other exclusions set forth in the body of this document and the purchase contract;

The obligations of the Seller under the handbook shall not be expanded by the absence of an exclusion addressing a particular matter in this section. Seller shall have no duty to make any repairs or replacements with regard to any issue excluded in this handbook or the original contract.