

WARRANTY PERFORMANCE STANDARDS

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SECTION I

ONE-YEAR WARRANTY ITEMS
STRUCTURAL COMPONENTS

1. SITE WORK

<u>Ref. #</u>	<u>Item</u>	<u>Possible Deficiency</u>	<u>Performance Standard</u>	<u>Builder Responsibility</u>
1.1	Excavating and Backfilling	Settling of ground around foundation, utility trenches or other filled areas.	Settling of ground around utility trenches or other filled areas; maximum allowable three (3) inches. Settling of backfill around foundation shall not interfere with water drainage away from the house.	Upon request by the Owner, the Builder shall fill excessively settled areas one time only during the first year of warranty. The Owner shall be responsible for any grass, shrubs, or other landscaping affected by placement of such fill.
1.2	Site Drainage	Improper drainage of the site.	The necessary grades and swales should be established to insure proper drainage away from the house. Site drainage is limited to the immediate grades and swales affecting the structure. No standing or ponding of water should remain in this immediate area 24 hours after a rain. No grading determination shall be made while there is frost or snow on the ground or while the ground is saturated.	The Builder is responsible only for establishing the proper grades and swales. The Owner is responsible for maintaining such grades and swales once they have been properly established and stabilized by the Builder.
1.3	Landscaping	Grass is not growing in seeded yard; weeds are dominating it.	Seed is placed after the soil is graded and prepared. The Owner(s) is responsible for proper watering, weed control and fertilizing.	None. No warranty that grass will grow to any defined standard.
Soil is washing away at various places in the yard producing gullies.		Soil is graded so the surface water drains away from basement.	None. Maintaining the grade is the Owner(s) responsibility.	
Planted trees or shrubs are dying.		Trees and shrubs are to be carefully planted and fertilized.	Builder should replace the tree or shrub unless there is evidence that the Owner(s) has not watered enough, or in some instances, has watered too much.	

2. CONCRETE

<u>Ref. #</u>	<u>Item</u>	<u>Possible Deficiency</u>	<u>Performance Standard</u>	<u>Builder Responsibility</u>
2.1	Foundation	Basement or foundation wall cracks.	Non-structural cracks are not unusual in concrete foundation walls. Such cracks greater than 1/8 inch are considered excessive.	The Builder shall repair non-structural cracks in excess of 1/8 inch. Surface patching is acceptable for non-structural cracks.
2.2	Basement Floor	Uneven basement floor.	Concrete floors in basements should not have pits, depressions or areas of unevenness that would prevent its use as a finished floor.	Builder to correct or repair to meet the above standard.
		Excessive powdering or chalking of concrete surfaces.	Powdering or chalking of concrete surfaces is not permissible but should not be confused with surface dust.	The Builder shall take whatever corrective action is necessary to repair or resurface defective areas.
		Cracking of basement floor.	Minor cracks in concrete basement floors are normal. Cracks exceeding 3/16 inch in width or 1/8 inch in vertical displacement are considered excessive.	Builder should repair cracks exceeding maximum tolerances by surface patching or other methods as required.
2.3	Concrete Porches & Stoops	Standing water on porches and stoops.	Water should drain from outdoor stoops and steps.	The Builder shall take whatever corrective action to assure drainage of stoops and steps.
		Cracking, settling, heaving or separating of structurally attached stoops or steps.	Stoops or steps should not settle, heave or separate in excess of one inch in relation to the house structure. No cracks except hairline cracks (less than 1/16 inch) are acceptable in structurally attached concrete stoops.	Builder shall take whatever corrective action is required to meet acceptable standards.
		Cracks in structurally attached patios with footing or foundation system.	Cracks in excess of 1/4 inch in width or 1/8 inch in vertical displacement are considered excessive and unacceptable in structurally attached patios.	Builder to repair as required.
2.4	Garage Floor	Cracking of attached garage slab.	Cracks in garage slabs in excess of 1/4 inch in width or 1/8 inch in vertical displacement are considered excessive and unacceptable. (See expansion joints.)	Builder shall repair excessive cracks as required.

<u>Ref. #</u>	<u>Item</u>	<u>Possible Deficiency</u>	<u>Performance Standard</u>	<u>Builder Responsibility</u>
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2.5	Exterior Concrete (Driveways, Walkways, and Patios)	Settling or cracking of exterior concrete.	Unlike a structure with foundations, exterior concrete is ground supported and is subjected to natural ground movement caused by freezing, thawing, wetness and dryness, and some settling caused by the weight of the concrete with traffic, etc., on unclassified soils. Concrete is scored or cut in an effort to control cracking, however cracking often occurs outside of the scores or cuts. Cracks greater than 1/4 inch in width or 1/2 inch in vertical displacement and settling at foundation of greater than one inch are considered excessive.	Builder should replace the sections exceeding maximum tolerances.
		Pitting, scaling, or spalling of exterior concrete including porches and stoops.	Some pitting, scaling, or spalling is not unusual in exterior concrete. Salt and chemicals used for de-icing, lawn fertilizers, and other lawn care chemicals and some cleaning agents are extremely damaging to concrete and should be avoided from contact with concrete. Pitting, scaling, or spalling that exposes the aggregate of more than ten percent of the area of a section is considered excessive.	Builder should replace any section with excessive pitting, scaling, or spalling.

3. MASONRY

<u>Ref. #</u>	<u>Item</u>	<u>Possible Deficiency</u>	<u>Performance Standard</u>	<u>Builder Responsibility</u>
3.1	Masonry (Non-Structural)	Cracks in masonry walls or veneer.	Small cracks are common in mortar joints of masonry construction. Cracks greater than 1/8 inch in width are considered excessive.	Repair cracks in excess of 1/8 inch by pointing or patching. These repairs should be made toward the end of the first year of warranty period to permit normal settling of the home to stabilize.

4. CARPENTRY

<u>Ref. #</u>	<u>Item</u>	<u>Possible Deficiency</u>	<u>Performance Standard</u>	<u>Builder Responsibility</u>
4.1	Rough Carpentry	Floor squeak or sub-floor appears loose.	Floor squeaks and loose sub-floor are often temporary conditions common to new home construction.	Builder should locate and make every reasonable effort to correct the problem. All floor squeaks cannot reasonably be corrected.

<u>Ref. #</u>	<u>Item</u>	<u>Possible Deficiency</u>	<u>Performance Standard</u>	<u>Builder Responsibility</u>
		Uneven wood floors.	Floors should not be more than 1/4 inch out of level within any 32 inch horizontal measurement. Floor slope within any room shall not exceed 1/2" to 10'. Allowable floor and ceiling joist deflections are governed by the approved building code.	Builder to correct or repair to meet the above standard.
		Bowed walls.	All interior and exterior walls have slight variances on their finished surfaces. Bowing of walls should not detract from or blemish the walls finished surface. Allowable structural deflections are governed by the approved building code specifications, however, bowing greater than 1/2" to 10' will be considered unacceptable.	Repair interior and exterior walls as required.
		Out of plumb walls.	Walls should not be more than 1/2 inch out of plumb for any eight foot vertical measurement.	Builder to repair to meet the above standard.
4.2	Finish Carpentry - Interior	Quality of interior trim workmanship.	Joints in moldings or joints between moldings and adjacent surfaces should not result in joints exceeding 1/8 inch in width.	Repair defective joints as defined above. Caulking is acceptable.
4.3	Finish Carpentry - Exterior	Quality of exterior trim workmanship.	Joints between exterior trim elements, including siding and masonry, should not result in open joints in excess of 1/4 inch. In all cases the exterior trim, masonry, and siding shall be capable of performing its function to exclude the elements.	Builder to repair open joints. Caulking is acceptable.
4.4	Wood Siding	Delamination, splitting or deterioration of exterior siding.	Siding should not delaminate, split or deteriorate beyond manufacturer's specifications. Natural wood sidings can be expected to weather and change color as they age.	Builder will repair or replace as needed. Repaired area may not match in color and/or texture. The Owner can expect that the newly painted or stained surface may not match original surface in color.
4.5	Wood Decks	Splitting, cracking and warping of boards.	Lumber treated for use on outside decks shall be used and properly nailed in place.	Some splitting and warping of treated lumber is not unusual. Improperly nailed boards shall be nailed correctly or replaced. The Owner(s) is responsible for any sealing or other protective measures they desire.
		Pitch collecting on surface.	Pitch is natural in most wood used for decks and weather draws it to the surface.	Builder should replace boards only if the pitch is extremely excessive thereby prohibiting the normal use of the deck.

5. THERMAL AND MOISTURE PROTECTION

<u>Ref. #</u>	<u>Item</u>	<u>Possible Deficiency</u>	<u>Performance Standard</u>	<u>Builder Responsibility</u>
5.1	Waterproofing	Leaks in basement.	Leaks resulting in actual trickling of water are unacceptable. However, leaks caused by improper landscaping installed by Owner, or failure of Owner to maintain proper grades that have been stabilized by the Builder are not covered by the warranty. Dampness of the walls may occur in new construction and is not considered a deficiency.	The Builder shall take such action as necessary to correct basement leaks except where the cause is determined to result from Owner negligence.
5.2	Insulation	Insufficient insulation.	Insulation should be installed in accordance with specifications.	Install insulation in sufficient amounts to meet above standards.
5.3	Louvers and Vents	Leaks due to snow or rain being driven into the attic through vents or louvers.	Attic vents and/or louvers must be provided in order to properly ventilate your house. Infiltration of rain or snow depends on the force and direction of wind.	Builder not responsible for force and direction of driving rain or snow but must inspect and verify proper installation.
5.4	Roofing	Ice build-up on roof.	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.	This is a homeowner maintenance item unless the roof design is found to be improper for the weather conditions associated with the area.
		Roof or flashing leaks.	Roof and flashing should not leak under normally anticipated conditions except where cause is determined to result from severe weather conditions.	Builder shall repair any verified roof leaks.
5.5	Flat Built-Up Roofing	Standing water on flat built-up roof.	Water should drain from flat built-up roof with minimum collecting.	The Builder shall take corrective action to assure proper drainage of roof.
5.6	Flashing and Sheet Metal	Flashing, valleys, gutters and/or downspouts leak.	Flashing, valleys, gutters and downspouts must not leak, but gutters may overflow during heavy rain. It shall be the homeowner's responsibility to keep gutters and downspouts free of leaves and debris which could cause excessive overflow.	Repair leaks.
		Water stands in gutters.	When gutter is unobstructed by debris, the water level may not exceed one inch.	Industry practice is to install gutters with slight amounts of pitch. It is possible that small amounts of water will stand in certain sections of the gutter immediately after a rain.

<u>Ref. #</u>	<u>Item</u>	<u>Possible Deficiency</u>	<u>Performance Standard</u>	<u>Builder Responsibility</u>
5.7	Sealants	Leaks in exterior walls due to inadequate caulking.	Joints and cracks in exterior wall surfaces and around openings should be properly caulked to exclude the entry of water. Properly installed caulking will shrink and must be maintained by the homeowner during the life of the home.	Builder shall repair and/or caulk joints or cracks in exterior wall surfaces as required to correct deficiency.

6. DOORS AND WINDOWS

<u>Ref. #</u>	<u>Item</u>	<u>Possible Deficiency</u>	<u>Performance Standard</u>	<u>Builder Responsibility</u>
6.1	Wood Doors	Warpage of exterior doors.	Exterior doors will warp to some degree due to temperature differential on inside and outside faces. However, they should not warp to the extent that they become inoperable or cease to be weather resistant or exceed National Woodwork Manufacturers Association Standards (1/4 inch).	Correct or replace and refinish defective doors to match existing doors as nearly as possible.
		Warpage of interior passage and closet doors.	Interior doors (full opening) should not warp to exceed National Woodwork Manufacturers Association Standards (1/4 inch), provided the proper levels of humidity have been maintained in the home.	Correct or replace and refinish defective doors to match existing doors as nearly as possible.
		Shrinkage of insert panels showing raw wood edges.	Panels may shrink and expand. Shrinkage of more than 1/8 inch is unacceptable.	Refinish or replace door.
		Split door panel.	Split panels should not allow light to be visible or allow the weather to get through the door.	If light is visible or the weather is getting through the door, fill split to match paint or stain as closely as possible one time in first year.
6.2	Garage Doors on Attached Garage	Garage door fails to operate properly.	Garage door should operate properly.	The Builder shall correct or adjust garage doors as required, except where the cause is determined to result from the Owner installing an electric garage door opener.
		Garage door allows entrance of snow or water.	Garage door should seal properly under normal conditions.	Some entrance of the elements can be expected. Builder shall adjust or correct garage doors to garage slab to meet normal conditions.

6.3	Windows	Malfunction of windows.	Windows should operate with reasonable ease as designed.	Builder to correct or repair as required.
<u>Ref. #</u>	<u>Item</u>	<u>Possible Deficiency</u>	<u>Performance Standard</u>	<u>Builder Responsibility</u>
		Condensation and/or frost on windows.	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.	Unless directly attributed to faulty installation, window condensation is a result of conditions beyond the Builder's control. No corrective action is required. Owner must control humidity within the home.
6.4	Weather Stripping and Seals	Water and air infiltration around doors and windows.	Some infiltration is normally noticeable around doors and windows especially during high winds. Poorly fitted weather stripping is not permissible. It may be necessary for the Owner to have storm windows and doors installed to provide a satisfactory solution in certain areas of exposure.	The Builder shall adjust or correct open cracks, poorly fitted doors or windows, or poorly fitted weather stripping.

7. SIDING AND SOFFITS

<u>Ref. #</u>	<u>Item</u>	<u>Possible Deficiency</u>	<u>Performance Standard</u>	<u>Builder Responsibility</u>
7.1	Vinyl and Aluminum Siding and Trim	Siding hanging or missing.	Siding should be properly fastened.	Replace and/or properly fasten siding and trim.
		Siding noisy, crackles, or rattles.	Aluminum and vinyl siding expands and contracts with temperature changes and needs to be installed loose to allow movement.	None.
		Siding appears to buckle out at times.	Some buckling is normal due to expansion of material and cannot be controlled.	Builder to correct excessive buckling.

8. INTERIOR FINISHES

<u>Ref. #</u>	<u>Item</u>	<u>Possible Deficiency</u>	<u>Performance Standard</u>	<u>Builder Responsibility</u>
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8.1	Interior Walls	Cracks in interior wall surfaces.	Hairline cracks are not unusual in interior wall surfaces. Cracks greater than 1/16 inch in width are considered excessive.	The Builder shall repair cracks exceeding 1/16 inch as required and touch-up paint one time within the one-year warranty. Builder is not responsible for variation in paint color.
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<u>Ref. #</u>	<u>Item</u>	<u>Possible Deficiency</u>	<u>Performance Standard</u>	<u>Builder Responsibility</u>
		Nail pops.	Slight "imperfections" such as nail pops are common in plaster and gypsum wallboard installation. However, obvious defects of poor workmanship or excessive shrinkage are not acceptable.	Builder to correct such defects to acceptable tolerance and touch-up paint one time within the one-year warranty. Builder is not responsible for color variations in the paint.
8.2	Ceramic Tile	Ceramic tile cracks and becomes loose.	Ceramic tile should not crack or become loose.	The Builder shall replace any cracked tiles and resecure any loose tiles unless the defects were caused by the Owner's negligence. Builder is not responsible for discontinued patterns or color variations in ceramic tile.
		Cracks appear in grouting in ceramic tile joints or at junctions with other material such as a bathtub.	Cracks in grouting in ceramic tile joints are common due to normal shrinkage conditions. Regrouting of these cracks is a maintenance responsibility of the homeowner during the life of the home. Builder is not responsible for color variations or discontinued color grout.	Builder will repair grouting as necessary one time within the first year of warranty.
8.3	Resilient Flooring	Nails or seams in underlayment are visible through vinyl flooring.	Many vinyl flooring materials show characteristics from the underlayment on the surface.	The Builder shall correct nail pops which have broken the surface. The Builder shall repair or replace resilient floor covering in the affected area with similar material. Builder is not responsible for discontinued patterns or color variation in the floor covering.
		Depressions or ridges appear in the flooring from seams in underlayment.	Readily apparent depressions or ridges exceeding 1/8 inch should be repaired. The ridge or depression measurement is taken at the gap created at one end of the six-inch straight edge placed over the depression or ridge with three inches on one side of the defect held tightly to the floor.	The Builder shall take corrective action, as necessary, to bring the defect within acceptable tolerances so that it is not readily visible. Builder is not responsible for discontinued patterns or color variations in floor covering.
		Resilient flooring loses adhesion.	Resilient flooring should not lift, bubble or become unglued.	The Builder shall repair or replace resilient flooring as required. The Builder shall not be responsible for discontinued patterns or color variation of floor covering or for problems caused by Owner neglect or abuse.

		Seams or shrinkage gaps show resilient flooring joints.	Gaps shall not exceed 1/16 inch in width in resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch in width is permissible.	The Builder shall take action as necessary to correct the problem.
8.4	Carpeting	Carpeting becomes loose, seams separate, or excessive stretching occurs.	Wall-to-wall carpeting installed as the primary floor covering when stretched and secured properly, should not come up, become loose, separate or stretch excessively at its points of attachment.	Builder is to restretch or resecure carpeting as needed one time within the first year of warranty.

<u>Ref. #</u>	<u>Item</u>	<u>Possible Deficiency</u>	<u>Performance Standard</u>	<u>Builder Responsibility</u>
8.5	Wall Covering	Peeling of wallpaper.	Peeling of wallpaper is unacceptable.	The Builder shall repair or replace defective wallpaper. Builder is not responsible for minor mismatching in pattern or color.
8.6	Cabinets and Countertops	Warpage and operation of kitchen cabinet doors and drawer faces.	Cabinet doors and drawer faces should not warp to exceed 1/4 inch provided the proper levels of humidity have been maintained. Both cabinet doors and drawer faces should be properly adjusted and operating in a smooth, efficient manner.	Adjust, repair or replace defective cabinet doors and drawer faces to correct condition.
		Surface cracks and delaminations in high pressure laminated vanity and kitchen cabinet countertops.	Countertops fabricated with high pressure laminate coverings should not delaminate or have surface cracks. Joints may have a maximum of 1/16 inch gap and a maximum of 1/16 inch differential in surface alignment.	Repair or replace to meet the standard.
		Countertop separating from finished wall.	Countertop separation should not exceed 1/8 inch in width.	The Builder shall repair or replace the countertop to eliminate or correct the gap caused by separation. Caulking is acceptable.

9. PAINTING

<u>Ref. #</u>	<u>Item</u>	<u>Possible Deficiency</u>	<u>Performance Standard</u>	<u>Builder Responsibility</u>
9.1	Painting	Mildew or fungus on painted surfaces.	Mildew or fungus will form on a painted surface under certain moisture conditions.	Mildew or fungus formation is a condition the Builder cannot control and is a homeowner maintenance item, unless it is caused by moisture entry into wood at joints, in which case, the Builder shall eliminate the source of water entry and correct the finish.

Exterior paint or stain peels or deteriorates.	Exterior paints or stains should not fail during the first year of ownership.	Builder shall properly prepare and refinish affected areas matching color as closely as possible. Where finish deterioration affects the majority of the wall or area, the whole area should be refinished. The warranty on the newly repainted surfaces will not extend beyond the original warranty period.
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<u>Ref. #</u>	<u>Item</u>	<u>Possible Deficiency</u>	<u>Performance Standard</u>	<u>Builder Responsibility</u>
		Bare wood showing at lap joints of wood siding.	Wood siding is to be completely covered with stain or paint.	Touch-up paint or stain on all areas that were missed with stain or paint. Builder is not responsible to re-stain or paint areas exposed by shrinkage. It is recommended that nothing be done to these areas until it is time to re-stain or paint the entire home (usually three to four years).
		Painting required as corollary repair because of other work.	Necessary repairs required under this warranty should be refinished to match surrounding areas as closely as possible.	Refinish repaired areas as indicated.
		Deterioration of varnish or lacquer finishes.	Natural finishes on interior woodwork should not deteriorate during the first year of ownership.	Retouch affected area of natural finished interior woodwork matching the color as closely as possible.
		Interior paint application and coverage.	Interior paint shall be applied in a manner sufficient to visually cover wall, ceiling and trim surfaces where specified.	The Builder shall touch-up wall, ceiling, or trim surfaces where inadequate paint has been applied to cover original surfaces.

10. SPECIALITIES

<u>Ref. #</u>	<u>Item</u>	<u>Possible Deficiency</u>	<u>Performance Standard</u>	<u>Builder Responsibility</u>
10.1	Louvers and Vents	Inadequate ventilation of attics and crawl spaces.	Attic and crawl spaces shall have a natural ventilation area as required by the approved building code specifications.	The Builder shall provide for adequate ventilation. Builder is not responsible for homeowner alterations to the original system.

10.2	Fireplaces	Fireplace or chimney does not draw properly.	A properly 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. Some houses may need to have a window opened slightly to create an effective draft.	Determine the cause of malfunction and correct as required if the problem is one of the design and construction.
		Masonry chimney separation from structure to which it is attached.	Newly built fireplaces will often incur slight amounts of separation from the main structure. Separations of greater than 3/8 inch in width will be unacceptable.	Builder to determine the cause of separation and correct as required. Caulking is acceptable for slight separations.

11. PLUMBING

<u>Ref. #</u>	<u>Item</u>	<u>Possible Deficiency</u>	<u>Performance Standard</u>	<u>Builder Responsibility</u>
11.1	Pipes	Plumbing pipes freeze and burst.	Drain, waste, and vent or water pipes should be adequately protected, as required by the applicable code, during normally anticipated cold weather and as defined in accordance with ASHRAE designed temperatures to prevent freezing.	The Builder shall correct the condition responsible for pipes freezing and repair piping damage caused by freezing except where there has been an obvious lack of heat due to homeowner neglect.
		Water supply system fails to deliver water.	All service connections to municipal water main and private water supply are the Builder's responsibility. Private systems shall be designed and installed in accordance with all approved building, plumbing and health codes.	Builder to repair as necessary if failure is the result of defective workmanship or materials.
		Noisy water pipes.	There will be noise emitting from the water pipe system due to the flow of water.	Builder cannot remove all noises due to water flow and pipe expansion.
		Leakage from any piping.	No leaks of any kind should exist in any soil, waste, vent, gas or water pipe. Condensation on piping does not constitute leakage and is not covered. Should a gas pipe leak occur, the homeowner should call the appropriate public utility service immediately.	Builder shall make necessary repairs to eliminate leakages in any piping. If a gas or water leak occurs in a piping system the Builder installed, then the Builder will make the necessary repairs. If a gas or water leak occurs in a piping system installed by a public service utility authority, then the public service utility authority should be contacted to make the necessary repairs.

11.2	Drains and Septic Tank System	Septic system fails to operate properly.	Septic system should be capable of properly handling normal flow of household effluent. It is possible that due to freezing, soil saturation, changes in the ground water table, or excessive use of plumbing systems or appliances, an overflow can occur. Periodic pumping of the septic tank is considered homeowner maintenance, and a normal need for pumping is not a deficiency.	Builder shall be responsible for the installation of an operational system and shall take corrective action to repair. Builder shall not be responsible for malfunctions which occur through Owner negligence or abuse and from conditions that are beyond his/her control. The following are considered Owner negligence or abuse as an exclusion under this warranty: A. Excessive use of water. B. Connection of sump pump, roof drains or backwash from water conditioner to the system. C. Placing of non-biodegradable items in the system. D. Addition of any harsh chemicals, greases or cleaning agents, and excessive amounts of bleaches or drain cleaners. E. Use of a food waste disposer not supplied by Builder. F. Placement of impervious surfaces over the disposal area. G. Allowing vehicles to drive or park over the disposal area. H. Failure to periodically pump out the septic tank, when required.
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<u>Ref. #</u>	<u>Item</u>	<u>Possible Deficiency</u>	<u>Performance Standard</u>	<u>Builder Responsibility</u>
		Stopped up sewers, fixtures, and drains.	Sewers, fixtures, and drains should operate properly.	The Builder is not responsible for sewers, fixtures, and drains which are clogged through the Owner's negligence. Where defective construction is the cause, the Builder shall assume the cost of the repair. Where Owner negligence is shown to be the cause, the Owner shall assume all repair costs.
11.3	Faucets	Faucet or valve leak.	No valve or faucet should leak.	Builder shall repair or replace the leaking faucet or valve.
11.4	Fixtures	Defective plumbing fixtures, appliances, or trim fittings.	Fixtures, appliances, or fittings should comply with their manufacturer's standards.	The Builder shall replace any fixture or fitting which is outside of acceptable standards as defined by the manufacturer.
		Cracking or chipping of porcelain or fiberglass surfaces.	Chips and cracks on surfaces of bathtubs and sinks can occur when the surface is hit with sharp or heavy objects.	Builder to repair only chips or cracks noted prior to first occupancy.

12. HEATING, COOLING AND HUMIDITY

<u>Ref. #</u>	<u>Item</u>	<u>Possible Deficiency</u>	<u>Performance Standard</u>	<u>Builder Responsibility</u>
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12.1	Heating	Inadequate heating.	Heating system should be capable of producing an inside temperature of 70 degrees F., as measured in the center of each room at a height of five feet above the floor, under local outdoor winter design conditions as specified in ASHRAE handbook. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted.	Builder shall correct the heating system as required to provide the required temperatures. The Owner shall be responsible for balancing dampers, registers and other minor adjustments.
12.2	Cooling	Inadequate cooling.	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 five feet above the floor, under local outside summer design conditions as specified in ASHRAE handbook. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted.	Correct cooling system to meet temperature conditions in accordance with specifications. Where outside temperatures exceed 98 degrees F., a differential of 20 degrees F. will be accepted.
		Refrigerant line leak.	Refrigerant lines should not develop leaks during normal operation.	Repair leaking refrigerant lines and recharge unit.
<u>Ref. #</u>	<u>Item</u>	<u>Possible Deficiency</u>	<u>Performance Standard</u>	<u>Builder Responsibility</u>
12.3	Condensation Lines	Condensation lines clog up.	Condensation lines will clog under normal use. This is a homeowner maintenance item.	Builder to provide unobstructed condensation lines at closing.
12.4	Air Distribution	Ductwork noisy.	When metal is heated it expands and when cooled it contracts. The result is "ticking" or "crackling" which is generally to be expected.	The stiffening of the ductwork and the gauge of the metal used shall be such that the ducts do not "oilcan." The booming noise caused by "oilcanning" is not acceptable, and the Builder must take necessary steps to eliminate this sound.
		Ductwork separates or becomes unattached.	Ductwork should remain intact and securely fastened.	Reattach and resecure all separated or unattached ductwork.
12.5	Humidity	Condensation forms on windows.	Condensation will form on windows in cold weather. The condensation depends on the outside temperature relative to the temperature inside.	Builder has no control over interior humidity, only the Owners can control it. Humidity can be lowered by extending the use of vent fans, openings windows slightly, etc.

13. ELECTRICAL

<u>Ref. #</u>	<u>Item</u>	<u>Possible Deficiency</u>	<u>Performance Standard</u>	<u>Builder Responsibility</u>
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13.1	Electrical Conductors	Failure of wiring to carry its designed fuse load to the electrical box.	Wiring should be capable of carrying the designed load for normal residential use to electrical box.	Check wiring for conformity with local and state electrical code requirements. Repair wiring if it does not conform to code specifications.
13.2	Switches and Receptacles	Fuses blow or circuit breakers kick out.	Fuses and circuit breakers should not activate under normal usage.	Check wiring for conformity with local and state electrical code requirements. Repair wiring if it does not conform to code specifications.
		Malfunction of electrical outlets, switches or fixtures.	All switches, fixtures and outlets should operate as intended.	Repair or replace defective switches, fixtures and outlets.
		Ground fault interruptor (GFI) trips frequently.	Ground fault interruptors (GFI) are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.	Builder is to install ground fault interruptor in accordance with approved electrical code. Tripping is to be expected and is not covered unless due to faulty installation.