

# Home Owners Limited Warranty

Original Owner(s) Name(s): \_\_\_\_\_  
(hereinafter collectively called "Owner")

Builder/Remodeler 's Name: \_\_\_\_\_  
(hereinafter called "Builder/Remodeler")

Commencement Date: \_\_\_\_\_

Witnesseth



## WARRANTY

**NOTE:** CONSEQUENTIAL AND INCIDENTAL DAMAGES ARE EXCLUDED AND THERE ARE LIMITATIONS IN THE DURATION OF IMPLIED WARRANTIES.

The Limited Warranty is extended to the above named Owner or Owners (referred to collectively as "Owner") while occupying the house as a residence during the coverage period. This warranty is extended to the original Owner only and is not transferable to subsequent Owners.

## TERMS

The term of the various coverages of this Limited Warranty shall begin on the commencement date. The commencement date, for purposes of this Limited Warranty, shall be defined as the earlier of two dates.

As used herein, "substantially completed" shall mean that the residence is ready for occupancy by Owner subject only to minor items to be set forth on a punch list prepared by Owner and submitted to Builder/Remodeler prior to occupancy by Owner.

(a) The settlement date, otherwise known as date of closing and/or substantial date of completion; or (b) the initial date of occupancy and shall terminate 12 months after the commencement date, unless otherwise stated herein.

## NOTE TO OWNER

*All new homes go through a period of settlement and as the seasons change, periods of expansion or contraction will occur. As a result, the home will experience minor material changes which are unavoidable and considered normal. It will be helpful to the Owner's home maintenance program to keep a color chart of the different materials used on the home and a small supply of corresponding colored paint, stain, grout, etc. for easy touch-up.*

## CONSTRUCTION QUALITY STANDARDS

The following Construction Quality Standards are in accordance with local, state and national codes and of the *Residential Construction Performance Guidelines For Professional Builder/Remodelers, Current Edition*, National Association of Home Builders. If an item is not covered in that publication, standard industry practice shall govern.

## One Year Warranty

### Section I - Site Work

#### 1A EXCAVATING AND BACKFILLING

POSSIBLE DEFICIENCY: Settling of ground around foundation, utility trenches or other filled areas.

CONSTRUCTION STANDARD: Settling of ground around utility trenches or other filled areas, maximum allowable 6 inches. Settling of backfill around foundation shall not interfere with water drainage away from the house.

BUILDER/REMODELER RESPONSIBILITY: Upon request by the Owner, the Builder/Remodeler shall fill excessively settled areas one time only during the first year warranty. The Owner shall be responsible for any grass, shrubs or other landscaping affected by placement of such fill.

#### 1B SITE DRAINAGE

POSSIBLE DEFICIENCY: Improper drainage of the site.

CONSTRUCTION STANDARD: The necessary grades and swales should be established to insure proper discharge 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 after a rain, except swales which may drain longer than other areas after a rain, or sump pump discharge. No grading determination shall be made while the frost or snow is on the ground, or while the ground is saturated.

BUILDER/REMODELER RESPONSIBILITY: The Builder/Remodeler 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 by the Builder/Remodeler.

### Section II - Concrete

#### 2A EXPANSION AND CONTRACTION JOINTS

POSSIBLE DEFICIENCY: Separation or settling of concrete slabs within the structure or at expansion and contraction joints.

CONSTRUCTION STANDARD: Concrete slabs within the structure are designed to move and settle at expansion joints and contraction joints. Movements caused by expansion and contraction may cause cracks and voids to appear in the slab. Minor cracks in concrete floors are normal. Cracks exceeding 1/4 inch width or 1/4 inch in vertical displacement are considered excessive.

BUILDER/REMODELER RESPONSIBILITY: It is at the Builder/Remodelers discretion to take whatever corrective action that is necessary to repair cracks and voids. If cracking and movement are within construction standard, then no correction is necessary.

#### 2B CAST-IN-PLACE CONCRETE (NON-STRUCTURAL)

POSSIBLE DEFICIENCY: Basement or foundation wall cracks.

CONSTRUCTION STANDARD: Non-structural cracks are not unusual in concrete foundation walls. Such cracks greater than 1/8 inch are considered excessive.

BUILDER/REMODELER RESPONSIBILITY: The Builder/Remodeler shall repair nonstructural cracks in excess of 1/8 inch. Surface patching is acceptable for nonstructural cracks.

POSSIBLE DEFICIENCY: Uneven concrete floors.

CONSTRUCTION STANDARDS: Concrete floors in basements or rooms designed for habitability should not have pits, depressions or areas of unevenness that would prevent its use as a finished floor.

BUILDER/REMODELER RESPONSIBILITY: Builder/Remodeler correct or repair to meet the above standards.

POSSIBLE DEFICIENCY: Pitting, scaling, or spalling of non-excluded concrete work, and attached porch/patio concrete work supported by foundation system.

CONSTRUCTION STANDARD: Concrete surfaces should not disintegrate to the extent that the aggregate is exposed under normal conditions of weathering and use.

BUILDER/REMODELER RESPONSIBILITY: Builder/Remodeler to take whatever corrective action necessary to repair or replace defective concrete surfaces. The Builder/Remodeler is not responsible for deterioration caused by salt, chemicals, mechanical implements and other factors beyond the Builder/Remodeler's control. Builder/Remodeler shall repair cracks as necessary so as not to be readily apparent when the finished flooring material is in place.

POSSIBLE DEFICIENCY: Cracking of attached garage slab .

CONSTRUCTION STANDARD: Cracks in garage slabs in excess of 1/4 inch width or 1/4 inch in vertical displacement are considered excessive and unacceptable . (See expansion joints.)

BUILDER/REMODELER RESPONSIBILITY: The Builder/Remodeler shall take whatever corrective action is necessary to repave or resurface defective areas.

POSSIBLE DEFICIENCY: Cracking, settling, heaving or separation of structurally attached stoops or steps.

CONSTRUCTION STANDARD: Stoeps or steps should not settle, heave or separate in excess of 1 inch in relation to the house structure.

BUILDER/REMODELER RESPONSIBILITY: Builder/Remodeler shall take whatever corrective action is required to meet acceptable standards.

POSSIBLE DEFICIENCY: Cracks in structurally attached patios with footing or foundation systems.

CONSTRUCTION STANDARD: Cracks in excess of 1/4 inch vertical displacement are considered excessive and unacceptable in structurally attached patios.

BUILDER/REMODELER RESPONSIBILITY: Builder/Remodeler to repair as required.

POSSIBLE DEFICIENCY: Cracks in concrete slab-on-grade finished floors other than basement.

CONSTRUCTION STANDARD: Cracks which significantly impair the performance of the finish flooring material shall not be acceptable.

BUILDER/REMODELER RESPONSIBILITY: The Builder/Remodeler shall repair cracks as necessary so as not be readily apparent when the finished flooring material is in place.

### *Section III - Masonry*

#### **3A UNIT MASONRY (NON-STRUCTURAL)**

POSSIBLE DEFICIENCY: Basement or foundation non-structural wall crack .

CONSTRUCTION STANDARD: Small non-structural cracks are not unusual in mortar joints of mason foundation walls . Such cracks greater than 1/4 inch in width are considered excessive.

BUILDER/REMODELER RESPONSIBILITY: The Builder/Remodeler shall repair non-structural cracks in excess of 1/4 inch by pointing or patching. These repairs should be made toward the end of the first year of the warranty period.

POSSIBLE DEFICIENCY: Cracks in masonry walls or veneer.

CONSTRUCTION STANDARD: Small cracks are common in mortar joints of masonry construction. Cracks greater than 1/4 inch in width are considered excessive.

BUILDER/REMODELER RESPONSIBILITY: Repair in cracks in excess of 1/4 inch by pointing or patching. These repairs should be made

toward the end of the first year of the warranty period to permit normal settling for the home to stabilize.

### *Section IV - Wood and Plastics*

#### **4A ROUGH CARPENTRY**

POSSIBLE DEFICIENCY: Floor squeak or subfloor appears loose.

CONSTRUCTION STANDARD: Floor squeaks and loose subfloor are often temporary conditions common to new home construction and a squeak-proof floor cannot be guaranteed.

BUILDER/REMODELER RESPONSIBILITY: Builder/Remodeler should locate and make every reasonable effort to correct the problem.

POSSIBLE DEFICIENCY: Uneven wood floors.

CONSTRUCTION STANDARD: Floors should not be more than 1/2 inch out of level within any 32 inch measurement when measured parallel to the joists. Allowable floor and ceiling joist deflections are governed by the approved local building code.

BUILDER/REMODELER RESPONSIBILITY: Builder/Remodeler to repair to meet the above standard.

#### **4B FINISH CARPENTRY (Interior)**

POSSIBLE DEFICIENCY: Quality of interior trim workmanship.

CONSTRUCTION STANDARD: Joints in moldings or joints between moldings and adjacent surfaces should not result in joints exceeding 1/8 inch in width.

BUILDER/REMODELER RESPONSIBILITY: Repair defective joints as defined above. Caulking is acceptable.

#### **4C FINISH CARPENTRY (Exterior)**

POSSIBLE DEFICIENCY: Poor quality of exterior trim workmanship.

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

BUILDER/REMODELER RESPONSIBILITY: Builder/Remodeler will repair open joints, as defined. Caulking is acceptable.

#### **4D WOOD SIDING (Exterior)**

POSSIBLE DEFICIENCY: Delamination or deterioration of exterior siding.

CONSTRUCTION STANDARD: Siding should not delaminate or deteriorate within manufacturer's specifications. Natural wood sidings can be expected to weather and change colors as they age.

BUILDER/REMODELER RESPONSIBILITY: The Builder/Remodeler will repair or replace as needed unless caused by Owner's neglect to maintain siding properly. Repaired area of pre-finished material may not match in color and/or texture. The Owner can expect that the newly painted surface may not match original surface in color.

### *Section V - Thermal & Moisture Protection*

#### **5A WATERPROOFING**

CONSTRUCTION STANDARD: 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 established by the Builder/Remodeler are not covered by the warranty . Dampness of the walls or floors may occur in new construction and is not considered a deficiency.

BUILDER/REMODELER RESPONSIBILITY: The Builder/Remodeler shall take such action as necessary to correct basement leaks except where the cause is determined to result from Owner negligence.

#### **5B INSULATION**

POSSIBLE DEFICIENCY: Insufficient insulation.

CONSTRUCTION STANDARD: Insulation should be installed in accordance with applicable energy and building code requirements.

BUILDER/REMODELER RESPONSIBILITY: Install insulation in sufficient amounts to meet above standards.

#### **5C SHINGLES AND ROOFING TILES**

POSSIBLE DEFICIENCY: Leaks due to snow or rain being driven into the attic through vents or louvers.

CONSTRUCTION STANDARD: 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/REMODELER RESPONSIBILITY: None.

#### **5D ROOFING AND SIDING**

POSSIBLE DEFICIENCY: Ice build-up on roof.

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

BUILDER/REMODELER RESPONSIBILITY: This is an Owner maintenance item.

POSSIBLE DEFICIENCY: Roof or flashing leaks.

CONSTRUCTION STANDARDS: Roof or flashing should not leak under normally anticipated conditions, except where cause is determined to result from severe weather conditions, such as ice build-up.

BUILDER/REMODELER RESPONSIBILITY: Builder/Remodeler shall re-secure, caulk, repair or replace to meet the above standard.

#### **5E FLAT BUILT-UP ROOFING**

POSSIBLE DEFICIENCY: Standing water on flat built-up roof.

CONSTRUCTION STANDARD: Water should drain from flat built-up roof, with minimum collecting, except for minor ponding.

BUILDER/REMODELER RESPONSIBILITY: The Builder/Remodeler shall take corrective action to assure proper drainage.

#### **5F FLASHING AND SHEET METAL**

POSSIBLE DEFICIENCY: Flashing, valleys, gutters and/or downspouts leak.

CONSTRUCTION STANDARD: Flashing, valleys, gutters and downspouts must not leak, but gutters may overflow during heavy rain. It shall be the Owner's responsibility to keep gutters and downspouts free of leaves and debris which could cause excessive overflow.

BUILDER/REMODELER RESPONSIBILITY: Repair leaks.

POSSIBLE DEFICIENCY: Water stands in gutters.

CONSTRUCTION STANDARD: When gutter is unobstructed by debris, the water level may not exceed 1 inch.

BUILDER/REMODELER RESPONSIBILITY: Industry practice is to install gutters approximately level without pitch. Consequently, it is entirely possible that small amounts of water will stand in certain sections of gutter immediately after a rain.

#### **5G SEALANTS**

POSSIBLE DEFICIENCY: Leaks in exterior walls due to inadequate caulking.

CONSTRUCTION STANDARD: 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 Owner during the life of the home.

BUILDER/REMODELER RESPONSIBILITY: Builder/Remodeler shall repair and/or caulk joints or cracks in exterior wall surfaces once, as required to correct deficiency.

### *Section VI - Doors and Windows*

#### **6A WOOD AND PLASTIC DOORS**

POSSIBLE DEFICIENCY: Warpage of exterior doors.

CONSTRUCTION STANDARD: 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 Manufacturer's Association Standards (1/4 inch, measured diagonally from corner to corner).

BUILDER/REMODELER RESPONSIBILITY: Correct or replace and refinish defective doors to match existing doors as nearly as possible.

POSSIBLE DEFICIENCY: Shrinkage of insert panels showing raw wood edges.

CONSTRUCTION STANDARD: Panels will shrink and expand, and may

expose unpainted surface.

BUILDER/REMODELER RESPONSIBILITY: None.

POSSIBLE DEFICIENCY: Split door panel.

CONSTRUCTION STANDARD: Split panel should not allow light to be visible or allow the weather to get through the door.

BUILDER/REMODELER RESPONSIBILITY: 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.

#### **6B GARAGE DOORS ON ATTACHED GARAGE**

POSSIBLE DEFICIENCY: Garage door fails to operate properly.

CONSTRUCTION STANDARD: Garage door should operate properly.

BUILDER/REMODELER RESPONSIBILITY: The Builder/Remodeler 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.

POSSIBLE DEFICIENCY: Garage door allows entrance of snow or water.

CONSTRUCTION STANDARD: Garage door should seal properly under normal conditions.

BUILDER/REMODELER RESPONSIBILITY: Some entrance of the elements can be expected under abnormal conditions. Builder/Remodeler /Remodeler shall adjust or correct garage doors to meet normal conditions.

#### **6C WINDOWS**

POSSIBLE DEFICIENCY: Malfunction of windows.

CONSTRUCTION STANDARD: Windows should operate with reasonable ease as designed.

BUILDER/REMODELER RESPONSIBILITY: Builder/Remodeler to correct or repair as required.

#### **6D WEATHER STRIPPING AND SEALS**

POSSIBLE DEFICIENCY: Infiltration around doors and windows.

CONSTRUCTION STANDARD: 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 high wind areas.

BUILDER/REMODELER RESPONSIBILITY: The Builder/Remodeler will adjust to correct poorly fitted doors or windows, or poorly fitted weather stripping.

#### **6E WINDOWS AND SKYLIGHTS**

POSSIBLE DEFICIENCY: Leaking and condensation on windows and skylights.

BUILDER/REMODELER RESPONSIBILITY: Builder/Remodeler will correct leaks from outside of structure on skylight, however Builder/Remodeler will not be responsible for condensation dripping from skylights.

### *Section VII - Finishes*

#### **7A GYPSUM WALLBOARD**

POSSIBLE DEFICIENCY: Defects which appear during first year of the Limited Warranty such as nail pops, blisters in tape, or other blemishes.

CONSTRUCTION STANDARD: Slight "imperfections" such as nail pops, seam lines and cracks not exceeding 1/8 inch in width are common in gypsum wallboard installations and are considered acceptable.

BUILDER/REMODELER RESPONSIBILITY: Builder/Remodeler will repair only cracks exceeding 1/8 inch in width, one time only, during the first year of the Limited Warranty period. Builder/Remodeler is not responsible for color variations in the paint.

#### **7B CERAMIC TILE**

POSSIBLE DEFICIENCY: Ceramic tile cracks and becomes loose.

CONSTRUCTION STANDARD: Ceramic tile should not crack or become loose.

BUILDER/REMODELER RESPONSIBILITY: The Builder/Remodeler shall replace any cracked tiles and re-secure any loose tiles unless the defects were caused by Owner's negligence. Builder/Remodeler is not responsible for discontinued patterns or color variations in ceramic tile.



**POSSIBLE DEFICIENCY:** Cracks appear in grouting of ceramic tile joints or at junctions with other material such as a bathtub.

**CONSTRUCTION STANDARD:** Cracks in grouting of ceramic tile joints are commonly due to normal shrinkage conditions. Regrouting of these cracks is a maintenance responsibility of the Owner within the life of the home. Builder/Remodeler is not responsible for color variations or discontinued color grout.

**BUILDER/REMODELER RESPONSIBILITY:** Builder/Remodeler will repair grouting as necessary one time within the first year.

#### **7C RESILIENT FLOORING**

**POSSIBLE DEFICIENCY:** Nail pops appear on the surface of resilient flooring.

**CONSTRUCTION STANDARD:** Readily apparent nail pops should be repaired.

**BUILDER/REMODELER RESPONSIBILITY:** The Builder/Remodeler shall correct nail pops, which have broken the surface. The Builder/Remodeler shall repair or replace resilient floor covering in the affected area with similar material. Builder/Remodeler is not responsible for discontinued patterns or color variation in the floor covering.

**POSSIBLE DEFICIENCY:** Depressions or ridges appear in the resilient flooring due to subfloor irregularities.

**CONSTRUCTION STANDARD:** 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 6 inch straight edge placed over the depression or ridge with 3 inches on one side of the defect held tightly to the floor.

**BUILDER/REMODELER RESPONSIBILITY:** The Builder/Remodeler shall take corrective action, as necessary to bring the defect within acceptable tolerance so that it is not readily visible. Builder/Remodeler is not responsible for discontinued patterns or color variation in floor covering.

**POSSIBLE DEFICIENCY:** Resilient flooring loses adhesion.

**CONSTRUCTION STANDARD:** Resilient flooring should not lift, bubble or become unglued.

**BUILDER/REMODELER RESPONSIBILITY:** The Builder/Remodeler shall repair or replace resilient flooring as required. The Builder/Remodeler shall not be responsible for discontinued patterns or color variation of floor covering or for problems caused by Owner neglect or abuse.

**POSSIBLE DEFICIENCY:** Seams or shrinkage gaps show resilient flooring joints.

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

**BUILDER/REMODELER RESPONSIBILITY:** The Builder/Remodeler shall take action as necessary to correct the problem.

#### **7D CARPETING**

**POSSIBLE DEFICIENCY:** Carpeting becomes loose, seams separate or excessive stretching occurs.

**CONSTRUCTION STANDARD:** Wall-to-wall carpeting, installed as the primary floor covering, when stretched and secured properly should not become loose, separate or stretch excessively at its points of attachment.

**BUILDER/REMODELER RESPONSIBILITY:** Builder/Remodeler is to re-stretch or re-secure carpeting one time during first year of Limited Warranty period.

#### **7E WOOD FLOORING**

**POSSIBLE DEFICIENCY:** Gaps have developed between strip oak floor boards.

**CONSTRUCTION STANDARD:** Gaps between floor boards shall not exceed 1/8 inch in width.

**BUILDER/REMODELER RESPONSIBILITY:** The Builder/Remodeler will repair gaps wider than 1/8 inch appearing during the warranty period by filling or by replacing the adjoining floorboards, at the Builder/Remodeler's option.

**POSSIBLE DEFICIENCY:** Strip oak floor boards are cupped.

**CONSTRUCTION STANDARD:** Cups in strip oak floor boards shall not exceed 1/16 inch in depth in a 3-inch maximum span measured perpendicular

to the long axis of the board. Cupping caused by exposure to moisture beyond the control of the Builder/Remodeler is not covered.

**BUILDER/REMODELER RESPONSIBILITY:** The Builder/Remodeler will correct or repair to meet the standard.

#### **7F SPECIAL COATING**

**POSSIBLE DEFICIENCY:** Cracks in exterior stucco wall surfaces.

**CONSTRUCTION STANDARD:** Cracks are not unusual in exterior stucco wall surface. Cracks exceeding 1/4 inch in width are considered excessive.

**BUILDER/REMODELER RESPONSIBILITY:** Builder/Remodeler will repair cracks exceeding 1/4 inch in width, one time only, during the first year of the Limited Warranty period.

#### **7G PAINTING**

**POSSIBLE DEFICIENCY:** Mildew or fungus on painted surfaces.

**CONSTRUCTION STANDARD:** Mildew or fungus will form on a painted surface.

**BUILDER/REMODELER RESPONSIBILITY:** Mildew or fungus is a condition the Builder/Remodeler cannot control and is an Owner maintenance item.

**POSSIBLE DEFICIENCY:** Exterior paint or stain peels or deteriorates.

**CONSTRUCTION STANDARD:** Exterior paints or stain should not fail during the first year of ownership. However, fading is normal and the degree is dependent on climactic conditions.

**BUILDER/REMODELER RESPONSIBILITY:** If paint or stain is defective Builder/Remodeler 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 surface will not extend beyond the original warranty period.

**POSSIBLE DEFICIENCY:** Painting required as corollary repair because of other work.

**CONSTRUCTION STANDARD:** Necessary repairs under this warranty should be refinished to match surrounding areas as closely as possible.

**BUILDER/REMODELER RESPONSIBILITY:** Refinish repaired areas as indicated.

**POSSIBLE DEFICIENCY:** Deterioration of varnish or lacquer finishes.

**CONSTRUCTION STANDARD:** Natural finishes on interior woodwork should not deteriorate during the first year of ownership. However, varnish-type finishes used on the exterior (such as door, etc.) will deteriorate rapidly and are not covered by the warranty.

**BUILDER/REMODELER RESPONSIBILITY:** Retouch affected area of natural finished interior woodwork, matching the color as closely as possible.

#### **7H WALL COVERING**

**POSSIBLE DEFICIENCY:** Peeling of wallpaper is unacceptable at time of occupancy.

**BUILDER/REMODELER RESPONSIBILITY:** The Builder/Remodeler shall repair peeling wallpaper one time only. Builder/Remodeler is not responsible for minor mismatching in pattern or color.

### *Section VIII - Specialties*

#### **8A LOUVERS AND VENTS**

**POSSIBLE DEFICIENCY:** Inadequate ventilation of attics and crawl spaces.

**CONSTRUCTION STANDARD:** Attic and crawl spaces shall have a natural ventilation area as required by the approved local building code.

**BUILDER/REMODELER RESPONSIBILITY:** The Builder/Remodeler shall provide for adequate ventilation. Builder/Remodeler is not responsible for Owner alterations to the original system.

#### **8B FIREPLACES**

**POSSIBLE DEFICIENCY:** Fireplace or chimney does not draw properly.

**CONSTRUCTION STANDARD:** 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 a tree too close to the chimney. Some houses may need to have a window opened slightly to create an effective draft.

**BUILDER/REMODELER RESPONSIBILITY:** Determine the cause of malfunction and correct as required if the problem is one of design and construction.  
**POSSIBLE DEFICIENCY:** Chimney separation from structure to which it is attached.  
**CONSTRUCTION STANDARD:** Newly built fireplaces will often incur slight amounts of separation from the main structure. Separation shall not exceed 1/2 inch from the main structure in any 10' vertical measurement.  
**BUILDER/REMODELER RESPONSIBILITY:** Builder/Remodeler to determine the cause of separation and correct if standard is not met. Caulking is acceptable.

## *Section IX - Equipment*

### **9A CABINETS AND COUNTER TOPS**

**POSSIBLE DEFICIENCY:** Warpage and operation of kitchen cabinet doors and drawer faces.

**CONSTRUCTION STANDARD:** 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, effective manner.

**BUILDER/REMODELER RESPONSIBILITY:** Adjust, repair or replace defective cabinet doors and drawer faces to correct condition.

**POSSIBLE DEFICIENCY:** Surface cracks, delaminations and chips in high pressure laminated vanity and kitchen cabinet countertops.

**CONSTRUCTION STANDARD:** Countertops fabricated with high pressure laminate coverings should not delaminate or have chips or surface cracks. The deck areas joint may have a maximum of 1/16 inch gap. All other areas of the joint may have a maximum of 1/16 inch differential in surface alignment.

**BUILDER/REMODELER RESPONSIBILITY:** Repair or replace to meet the above criteria.

## *Section X - Mechanical*

### **10A WATER SYSTEM**

**POSSIBLE DEFICIENCY:** Plumbing pipes freeze and burst and/or leak.

**CONSTRUCTION STANDARD:** 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.

**BUILDER/REMODELER RESPONSIBILITY:** Builder/Remodeler is not responsible for freezing pipes when installed under applicable code. Owner has responsibility of protecting pipes against freezing.

**POSSIBLE DEFICIENCY:** Water supply system fails to deliver water.

**CONSTRUCTION STANDARD:** All service connections to municipal water main and private water supply are the Builder/Remodeler's responsibility. Private systems shall be designed and installed in accordance with all approved building, plumbing and health codes.

**BUILDER/REMODELER RESPONSIBILITY:** Builder/Remodeler to repair as necessary if failure is the result of defective workmanship or materials. If conditions beyond his control disrupt or eliminate the sources of the supply then it is not his responsibility.

### **10B SEPTIC TANK SYSTEM**

**POSSIBLE DEFICIENCY:** Septic system fails to operate properly.

**CONSTRUCTION STANDARD:** Septic system should be capable of properly handling normal flow of household effluent. Septic system should be designed and installed to comply with state, county or local code regulations. Owner shall be responsible for septic system maintenance.

**BUILDER/REMODELER RESPONSIBILITY:** Builder/Remodeler shall be responsible for the installation of an operational system and shall take corrective action to repair. Builder/Remodeler shall not be responsible for malfunction which occurs through owner negligence, abuse, from conditions that are beyond his control or if system specified by local regulatory agency proves inadequate.

### **10C PLUMBING**

**POSSIBLE DEFICIENCY:** Faucet or valve leak.

**CONSTRUCTION STANDARD:** No valve or faucet should leak due to defects in materials or workmanship. However, leakage caused by worn washers or seals is an Owner maintenance item.

**BUILDER/REMODELER RESPONSIBILITY:** Builder/Remodeler shall repair or replace the leaking faucet or valve unless leakage is due to a worn washer or seal.

**POSSIBLE DEFICIENCY:** Defective plumbing fixtures, appliances or trim fittings.

**CONSTRUCTION STANDARD:** Fixtures, appliances or fittings should comply with their manufacturer.

**BUILDER/REMODELER RESPONSIBILITY:** The Builder/Remodeler shall replace any fixture or fitting which is outside of acceptable standards as defined by the manufacturer.

**POSSIBLE DEFICIENCY:** Noisy water pipes.

**CONSTRUCTION STANDARD:** There will be noise emitting from the water pipe system due to the flow of water.

**BUILDER/REMODELER RESPONSIBILITY:** Builder/Remodeler cannot remove noises due to water flow and pipe expansion.

**POSSIBLE DEFICIENCY:** Leakage from any piping other than those caused by frozen pipes.

**CONSTRUCTION STANDARD:** No leaks should exist in any soil, waste vent or water pipe. Condensation on piping does not constitute leakage and is not covered.

**BUILDER/REMODELER RESPONSIBILITY:** Builder/Remodeler shall make necessary repairs to eliminate leakage.

**POSSIBLE DEFICIENCY:** Stopped up sewers, fixtures and drains.

**CONSTRUCTION STANDARD:** Sewers, fixtures and drain should operate properly.

**BUILDER/REMODELER RESPONSIBILITY:** The Builder/Remodeler is not responsible for sewers, fixtures and drains which are clogged through the Owner's negligence. Where defective construction is the cause, the Builder/Remodeler shall assume the cost or repair. Where Owner negligence is shown to be cause, the Owner shall assume all repair costs.

**POSSIBLE DEFICIENCY:** Cracking or chipping of porcelain or fiberglass surfaces.

**CONSTRUCTION STANDARD:** Chips and cracks on surfaces of bathtubs and sinks can occur when the surface is hit with sharp or heavy objects.

**BUILDER/REMODELER RESPONSIBILITY:** Builder/Remodeler to repair any chips or cracks noted prior to first occupancy.

### **10D HEATING**

**CONSTRUCTION STANDARD:** Heating system should be capable of producing an inside temperature of 70 degrees, except in vaulted areas at a height of 5 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. Must be allowed at least 72 hours to maintain 70° F.

**BUILDER/REMODELER RESPONSIBILITY:** Builder/Remodeler 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.

### **10E COOLING**

**POSSIBLE DEFICIENCY:** Inadequate cooling.

**CONSTRUCTION STANDARD:** Where air conditioning is provided, the cooling system shall be capable of maintaining a temperature of 78° F, as measured in the center of each room at a height of 5 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.  
**BUILDER/REMODELER RESPONSIBILITY:** Correct cooling system to meet temperature conditions, in accordance with specifications. Where outside temperatures exceed 93° F, a differential of 15°F will be accepted.

**POSSIBLE DEFICIENCY:** Refrigerant lines leak.

**CONSTRUCTION STANDARD:** Refrigerant lines should not develop leaks during normal operating.

**BUILDER/REMODELER RESPONSIBILITY:** Repair leaking refrigerant lines and recharge unit.

### **10F CONDENSATION LINES**

POSSIBLE DEFICIENCY: Condensation lines clog up.

CONSTRUCTION STANDARD: Condensation lines will clog under normal use. This is an Owner maintenance item.

BUILDER/REMODELER RESPONSIBILITY: Builder/Remodeler to provide unobstructed condensation lines at occupancy.

### **10G EVAPORATIVE COOLING**

POSSIBLE DEFICIENCY: Improper mechanical operation.

CONSTRUCTION STANDARD: Equipment must function properly at temperature standard set.

BUILDER/REMODELER RESPONSIBILITY: Correct and adjust so that blower and water system operate as designed.

### **10H AIR DISTRIBUTION**

POSSIBLE DEFICIENCY: Noisy ductwork.

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

BUILDER/REMODELER RESPONSIBILITY: The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not "oil can." The booming noise caused by "oil canning" is not acceptable and the Builder/Remodeler must take necessary steps to eliminate this sound.

POSSIBLE DEFICIENCY: Ductwork separates or becomes unattached.

CONSTRUCTION STANDARD: Ductwork should remain intact and securely fastened.

BUILDER/REMODELER RESPONSIBILITY: Reattach and re-secure all separated or unattached ductwork.

## ***Section XI - Electrical***

### **11A ELECTRICAL CONDUCTORS**

POSSIBLE DEFICIENCY: Failure of wiring to carry its designed fuse load to the electrical box.

CONSTRUCTION STANDARD: Wiring should be capable of carrying the designed load for normal residential use to electrical box.

BUILDER/REMODELER RESPONSIBILITY: Check wiring for conformity with local and state electrical code requirements. Repair wiring if it does not conform to code specifications.

### **11B SWITCHES AND RECEPTACLES**

POSSIBLE DEFICIENCY: Malfunction of electrical outlets, switches or fixtures.

CONSTRUCTION STANDARD: All switches, fixtures and outlets should operate as intended.

BUILDER/REMODELER RESPONSIBILITY: Repair or replace defective switches, fixtures and outlets.

### **11C SERVICE AND DISTRIBUTION**

POSSIBLE DEFICIENCY: Ground fault interrupters trips frequently.

CONSTRUCTION STANDARD: Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.

BUILDER/REMODELER RESPONSIBILITY: Builder/Remodeler is to install ground fault interrupter in accordance with approved electrical code. Tripping is to be expected and is not covered, unless due to faulty installation.

## **MANUFACTURER'S WARRANTIES**

### **MANUFACTURER'S WARRANTIES:**

Builder/Remodeler assigns and passes through to Owner the Manufacturer's warranties on all "consumer products" as defined in the Magnuson Moss Warranty Act (15 U.S.C. SS 2301-2311). The following items are classified as "consumer products" when sold as part of a house and are covered by Magnuson-Moss Warranty Act:

1. Heating and Ventilation - Furnace, air conditioning, coils and compressor, humidifier, electronic air cleaner, heat pump, exhaust fan, thermostat.
2. Mechanical/Electrical - Intercom, central vacuum system, security system, fire and smoke alarm, fire extinguisher, garage door opener, door chimes, electric meter, gas meter, barbecue grill, light bulbs.
3. Plumbing - Water heater, water pump, water meter, sump pumps, water softener.
4. Appliances - Oven, surface unit, range, trash compactor, freezer, refrigerator, dishwasher, oven hood, disposal, ice maker, food center, clothes washer, clothes dryer, hot water dispensers.

### ***EXCLUSIONS:***

*The following are not covered by the Limited Warranty:*

1. Any appliance, equipment, or other item in the house which is a "consumer product" as defined above under Manufacturer Warranties.
2. Damage due to the abuse or neglect of the Owner or the Owner's failure to provide proper maintenance.
3. Defect in swimming pools, patios, walkways, driveways, retaining walls, fences, or any other improvements not a part of the house itself.
4. Any natural trees, grasses, sodding or other landscaping.
5. Defects or damage caused by someone other than Builder/Remodeler.
6. Defects or damage resulting from any changes made by someone other than Builder/Remodeler including, but not limited to, changes in the structure of the house, mechanical or electrical systems, and exterior grading.
7. Injury to any person, bodily or otherwise, whether or not caused by any defect in the construction of the house and whether or not resulting from the negligence of the Builder/Remodeler.
8. Defects in or damage to any real or personal property which was not a part of the house or real property included in the original purchase.
9. Normal wear and tear, normal deterioration, normal discoloration, warpage or shrinkage of materials or other normal changes which are the result of characteristics common to the materials used.
10. Loss or damage not caused by a defect in the construction of the house by the Builder/Remodeler.
11. Accidental loss or damage including, but not limited to: fire, explosion, smoke, insect damage, soil erosion, water escape, changes not reasonably foreseeable in the level of the underground water table, glass breakage, windstorm, hail or lightning, extremes in temperature, falling trees, aircraft and vehicles, flood, earthquake (exclusive of soil movement from causes other than flood or earthquake), except when such loss or damage is caused by our failure to comply with acceptable standards and practices.
12. Minor defects including chips, scratches and mars in tile, woodwork, walls, painting, porcelain, brick, countertops, mirrors, carpeting, marble, glass, and plumbing fixtures which are not recognized and brought to our attention at the time of final inspection.
13. Incidental or consequential damages.

### ***CLAIMS PROCEDURES:***

Upon detecting the existence of a defect, the Owner shall follow the procedures set forth below:

1. If the defect is covered by this Limited Warranty, written notice with a thorough and complete explanation of the defect shall be sent to Builder/Remodeler. Only emergency reports will be taken by telephone. Following the receipt of your requests, we will make an inspection of your home within thirty (30) days after receipt of such notice. If such inspection reveals that repairs or adjustments covered by the Limited Warranty are required, we will make the necessary repairs or adjustments within ninety (90) days at no cost to you, weather and labor conditions permitting and emergencies excepted. Inspection, service and repairs will only be performed during normal working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday.
2. If the defect is covered by a Manufacturer's Warranty, follow the instructions provided with such warranty. In the absence of a written Manufacturer's Warranty, contact Builder/Remodeler's office for information and assistance in filing the claim.

### ***BUILDER/REMODELER'S PERFORMANCE:***

If a defect is an item which is covered by this Limited Warranty, the Builder/Remodeler will repair or replace, or pay Owner the reasonable costs of repairing or replacing the defective item. The choice among repair, replacement or payment is the Builder/Remodeler's. Action taken by the Builder/Remodeler to correct defects shall not extend any term of this warranty. Corrective work shall be performed by Builder/Remodeler only during normal working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday. No corrective work will be performed on Saturday, Sunday or company holidays. Builder/Remodeler shall not be required to enter the premises to perform corrective work unless Owner has provided Builder/Remodeler with key, written permission to enter and a complete written release of liability. Corrective work performed by Builder/Remodeler to repair a defect covered by this Limited Warranty shall be at no charge to Owner.

### ***CONCILIATION/ARBITRATION:***

If defects are claimed by Buyer, buyer and Builder/Remodeler shall comply with the claim procedures in the Limited Warranty, including but not limited to the notice requirements. If Builder/Remodeler fails to comply with the claim procedures in the Limited Warranty or if the parties are unable to mutually resolve any question with respect to the performance of this Agreement, the parties shall implement provisions of Kentucky's Notice and Opportunity to Repair Act ("NORA"), incorporated herein by reference.

*Home Owner's*

# Limited Warranty

No. \_\_\_\_\_

Issued to:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

**Date of Closing  
Or  
Occupancy**

**This acknowledges the receipt  
Of the  
"Home Owner's Limited Warranty"**

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Purchaser's Signature

THIS LIMITED WARRANTY IS THE ONLY EXPRESSED WARRANTY EXTENDED TO OWNER BY BUILDER/REMODELER. ANY ITEM AND CONDITIONS NOT SPECIFICALLY COVERED BY THIS WARRANTY ARE EXCLUDED FROM COVERAGE AND ARE THE RESPONSIBILITY OF OWNER. IT IS EXPRESSLY UNDERSTOOD THAT THIS LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND HABITABILITY. IN NO EVENT SHALL BUILDER/REMODELER BE LIABLE FOR ANY DAMAGES (CONSEQUENTIAL OR OTHERWISE) ARISING FROM ANY DEFECTS IN ANY ITEM COVERED HEREUNDER. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

## WELCOME TO YOUR NEW HOME

*Your new home was built by a professional Builder/Remodeler. As a member of the National Association of Home Builders your Builder/Remodeler had available the entire resources of one of the nation's largest and most professional trade associations.*

*More than 3,000 component parts went into your home. Thousands of people had a hand in producing them. Now the components have been assembled into a fine and beautiful house for your enjoyment and comfort.*

*You should inspect your new home thoroughly before moving in to see that everything has been completed as agreed upon. Make sure that you are satisfied and that the Builder/Remodeler's contractual obligations have been met.*

*If you discover that minor repairs are needed, formally notify the Builder/Remodeler in writing, immediately. Telephone calls, oral statements, or messages on scraps of paper can go astray or be forgotten. One way to handle your initial service problems is to make a list of all such items and give it to your Builder/Remodeler at the end of a specified period perhaps 6 weeks after you move in or at some time you have mutually agreed upon. Adverse weather conditions or temporarily unavailable labor or materials may cause a delay in the completion of the jobs on your list. When this happens, your Builder/Remodeler will explain the circumstances to you.*

*The manufacturers and subcontractors who made or installed the various parts and equipment in your house will be responsible for handling some of the service problems that arise while you are living in the house.*

*HBAK Revised 5/16/2011*