

SUBDIVISION Lot # _____ - HOMEOWNER

Effective December 11, 1997

Revised 10-26-98

Revised 6-2-2014

Revised 6-28-2018

FABER BUILDERS INC. LIMITED WARRANTY

WARRANTOR: The Warrantor is the Seller identified in the RESIDENTIAL CONSTRUCTION AND PURCHASE CONTRACT ("Contract") to which this LIMITED WARRANTY is appended to: **Homeowner**

HOME WARRANTED: The Dwelling warranted is the residence constructed by the Seller as identified in the CONTRACT.

TO WHOM WARRANTED: The Dwelling is warranted to the person or persons identified as the Buyers in the CONTRACT.

WARRANTY DATE: This Limited Warranty is effective upon transfer of title to or possession by the Buyer or his agent; whichever is earlier: **Closing Date**

LIMITED WARRANTY:

THE BUILDER MAKES NO HOUSING MERCHANT IMPLIED WARRANTY OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS PURCHASE AGREEMENT OR THE HOME, AND ALL SUCH WARRANTIES ARE EXCLUDED, EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY ANNEXED TO THIS PURCHASE AGREEMENT. THIS LIMITED WARRANTY EXCLUDES ALL OTHER WARRANTIES ON THE CONSTRUCTION AND SALE OF THE DWELLING AND ITS COMPONENTS, BOTH EXPRESS OR IMPLIED WITH THE EXCEPTION OF HOME BUYER'S WARRANTY WHICH IS ANNEXED HERETO AND MADE A PART HEREOF. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. THE EXPRESS TERMS OF THE ANNEXED LIMITED WARRANTY ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS PURCHASE AGREEMENT; THEY SHALL SURVIVE THE CLOSING OF TITLE; AND THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE FACE THEREOF. BUILDER WARRANTS THAT, WITHIN LIMITATIONS DESCRIBED IN THE FABER HOMES EXPRESS LIMITED WARRANTY, YOUR HOME WILL BE FREE FROM QUALIFYING DEFECTS AND DEFECTS IN WORKMANSHIP AND SYSTEMS.

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SELLERS' LIMIT OF TOTAL AGGREGATE LIABILITY:

The maximum total aggregate liability of the Seller under this Limited Warranty shall be equal to maximum of 10 percent of the full contract price of the Property (as defined in the Contract) paid by the buyers to the Seller for the first year of warranty coverage and 5 percent in years 2 through 6. This limitation of liability shall supersede that of Home Buyer's Warranty and shall constitute the total limit of liability of the warranties.

CONSEQUENTIAL DAMAGES:

This Limited Warranty excludes all consequential and incidental damages, except as otherwise required by New York State law.

1. *TO WHOM GIVEN.* This Limited Warranty is extended solely to the Purchaser named in the RESIDENTIAL CONSTRUCTION AND PURCHASE CONTRACT to which this Limited Warranty is appended, and solely during the time the Purchaser owns the Property. It does not extend to subsequent owners of the Property or to other persons.
2. *BY WHOM MADE.* This Limited Warranty is made exclusively by the Seller whose name and address appears on the RESIDENTIAL CONSTRUCTION AND PURCHASE CONTRACT.
3. *FINAL INSPECTION OF DWELLING.* Before the Purchaser moves into the Dwelling or accepts the deed, the Seller will set up an appointment for final inspection of the Home with the Purchaser. The purpose of this final inspection is to discover any defects or flaws of a visible or obvious nature – such as cracks, chips, dents, stains or marks – that may have occurred during the final stages in finishing the Dwelling, or any unfinished work caused by circumstances beyond the Seller's Control.

As used in this Limited Warranty, "outbuildings and structures" means the following structures in which title passes exclusively to the Purchaser, inclusive: detached garage, carport, utility sheds, driveway, walkways, patios, boundary walls, retaining walls, bulkheads, fences and grading solely as it relates to drainage.

All defects or flaws found on the final inspection of the Dwelling will be itemized on a FINAL INSPECTION BEFORE POSSESSION Sheet, which will be signed by the Purchaser and the Seller before occupancy of the Dwelling or transfer of title.

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The purpose of the Limited Warranty is to identify the Builder's responsibilities for construction defects of a latent or hidden kind that would not have been found or disclosed on final inspection of the Dwelling.

The Seller's responsibility is limited to:

- a. Completion of items shown on the FINAL INSPECTION BEFORE POSSESSION Sheet, as provided in said Sheet; and
 - b. Performance of warranty obligations under the provision of this Limited Warranty, as set out below.
4. *WARRANTY COVERAGE AND PERIODS.* The Warranty Period for all coverage begins on the Warranty Date, which shall be conclusive for all purposes. The Warranty Date is the date that the Buyer takes title to the Dwelling, whichever date is earlier.
- a. **First Year Basic Coverage:** for one year from the Warranty Date, the Dwelling will be free from latent defects that constitute:
 - 1) Defective workmanship performed by the Seller, an agent of the Seller, or an employee or subcontractor of the Seller;
 - 2) Defective materials provided by the Seller, an agent of the Seller, or an employee or subcontractor of the Seller; and
 - 3) Defective design, provided by an architect, landscape architect, engineer, surveyor, or other design professional engaged solely by the Seller.

Workmanship and materials will be considered to be defective under this Limited Warranty if they fail to meet or exceed the relevant standards and specifications of the New York State Uniform Prevention and Building Code; or if the Building Code does not provide a relevant specific standard, if they fail to meet or exceed the Residential Construction Performance Guidelines ("Guidelines") attached hereto, and which Guidelines are expressly made a part hereof; or if neither the Building Code nor the Performance Standards provide a relevant specific standard, if they fail to meet or exceed locally accepted building practices.

In the case of goods sold incidentally with or included in the sale of the Dwelling, such as stoves, refrigerators, freezers, room air conditioners, dishwashers, clothes washers and dryers, workmanship will be

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considered to be defective if the Builder, an agent of the Builder or an employee or subcontractor of the Builder, fails to install such goods in accordance with the relevant standards and specifications of the New York State Uniform Fire Prevention Building code, or in accordance with the Guidelines, or locally accepted building practices, as applicable. As hereinafter set out (Exclusions from All Coverage), merchantability, fitness and all other implied warranties with respect to such goods shall be governed by applicable laws and statutes.

- b. **Two Year Major Coverage Systems Coverage:** For two years from the Warranty Date, the Plumbing, Electrical, Heating, Cooling and Ventilation Systems of the Dwelling which have been installed by the Seller an agent of the Seller, or an employee or subcontractor of the Seller, are warranted to be free from latent defects that constitute defective installation by the Seller, an agent of the Seller, or an employee or subcontractor of the Seller.

Installation will be considered to be defective if the workmanship in such installation fails to meet or exceed the relevant standards and specifications of the New York Uniform Fire Prevention and Building Code; or if the Building Code does not provide a relevant specific standard, if it fails to meet or exceed the Guidelines, or if neither the Building Code nor the Guidelines provide a relevant specific standard, if they fail to meet or exceed locally accepted building practices.

The Plumbing System means: gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping and their extensions to the tie-in of a public utility connection; or on-site well and sewage disposal system.

The Electrical System means: all wiring, electrical boxes, switches, outlets and connections up to the public utility connection.

The Heating, Cooling and Ventilation System means: all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

All systems are exclusive of appliances, fixtures and items of equipment.

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- c. **Six Year Major Structural Defect Coverage:** For six years from the Warranty Date, the Home will be free from material defects that are Major Structural Defects, as defined below, and that constitute:
- 1) Defective workmanship performed by the Seller, an agent of the Seller, employee or subcontractor of the Seller;
 - 2) Defective materials provided by the Seller, an agent of the Seller, employee or subcontractor of the Seller; or
 - 3) Defective design, provided by an architect, landscape architect, engineer, surveyor or other design professional engaged solely by the Seller.

Workmanship, materials, and design will be considered to be defective if they fail to meet or exceed the relevant standards and specifications of the New York State Uniform Fire Prevention and Building Code; or if the Building Code does not provide a relevant specific standard, if they fail to meet or exceed the Guidelines, or if neither the Building Code nor the Guidelines provide a relevant specific standard, if they fail to meet or exceed locally accepted building practices.

A Major Structural Defect is a defect resulting in actual physical damage to the following load-bearing portions of the Dwelling caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the Dwelling becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.

5. *WARRANTY.* If a defect occurs in an item covered by this Limited Warranty, the Seller will repair, replace or pay the Buyer the reasonable cost of repairing or replacing the defective item (s). After the Seller's inspection or testing confirms the defect, as provided in Paragraph 7, below; provided however, that repair, replacement or payment of the reasonable cost for any Major Structural Defect is limited to (1) the repair of damage to the load-bearing portions of the Dwelling which is necessary to restore their load-bearing function, or the reasonable cost thereof; and (2) the repair of those components of the Dwelling (exclusive of personal property) damaged by the major structural defect which made the Dwelling unsafe, unsanitary or otherwise unlivable, or the reasonable cost thereof. The choice among repair, replacement or payment is solely that of the Seller.

When the Seller finishes repairing or replacing the defect or pays the reasonable cost of doing so, the Seller shall be fully released and discharged from any liability for said defect, and upon the request of the

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Seller, a full release of all legal obligations with respect to the defect shall be signed by the Buyer and delivered to the Seller.

6. *EXCLUSIONS FROM ALL COVERAGE.* The following are excluded from the Basic Coverage, Major Systems Coverage, and Major Structural Defect Coverage:
- a) **Magnuson-Moss Warranty Act.** Except as otherwise provided under FIRST YEAR BASIC Coverage, above, this Limited Warranty does not cover manufacturing defects or loss or damage resulting from or to items excluded within the definition of "consumer products" under the Magnuson-Moss Warranty Act, Pb.L. 93-637, 15 U.S.C. 2301, which was signed into law in January 1975. The Act applies to written warranties on tangible personal property which is intended to be attached to or installed in a home, such as stoves, refrigerators, freezers, room air conditioners, dishwashers, clothes washers and dryers, furnaces, water heaters and appliances. Merchantability, fitness and all other implied warranties with respect to such goods shall be governed by the Magnuson-Moss Warranty Act, the New York Uniform Commercial Code, and other applicable statutes.
 - b) **Defects in Outbuildings and Structures.** The Limited Warranty does not cover defects in landscaping (including sodding, seeding, shrubs, trees and plantings), offsite improvements, or outbuildings and structures not constructed by the Seller, an agent of the Seller, or an employee of he subcontractor of the Seller.
 - c) **Obvious Defects.** This Limited Warranty does not cover any item of defective workmanship or materials which were obvious during Final Inspection and were not included on the FINAL INSPECTION BEFORE POSSESSION form, including, without limitation, any **cracks, chips, dents, siding, stains or marks on kitchen cabinets, plumbing fixtures, mirrors, glass, appliances, micas, vinyl's, ceramics, painted/stained surfaces, doors, woodwork and carpeting.**
 - d) **Alteration or Modification.** This Limited Warranty does not cover any item of defective workmanship or materials for any material, system, or work which has been altered, modified, or supplemented in any material way, or which was performed or installed by any person other than the Seller, an agent of the Seller, employee or subcontractor of the Seller.
 - e) **Consequential Damages.** Except as otherwise required by the law, this Limited Warranty does not cover any injury to persons or damages to personal or real property, in whole or in part, which may be a consequence of, incident to or result from any defect in materials or performance of the work. That is, the Seller is responsible only for correcting the defect, and is not liable for any personal injury or property damage resulting from any such defect.

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f) Other Exclusions from Coverage.

- 1) Loss or damage caused by workmanship performed by any person other than the Seller, an agent of the Seller, or an employee or subcontractor of the Seller;
- 2) Loss or damage caused by defective materials supplied by any person other than the Seller, an agent of the Seller, or an employee or subcontractor of the Seller;
- 3) Loss or damage caused by defective design provided by any person other than a design professional retained exclusively by the Seller;
- 4) After the FIRST YEAR BASIC coverage, loss or damage caused by non-load bearing concrete floors of basements and concrete floors of attached garages and porches;
- 5) Loss or damage of real property which is not part of the Dwelling covered by this Limited Warranty and which is not included in the purchase price of the Dwelling;
- 6) Damage to swimming pools and other recreational facilities; driveways; boundary walls; retaining walls; and bulkheads (except where boundary walls, retaining walls, and bulkheads are necessary for the structural stability of the Home); fences; landscaping; (including sodding, seeding, shrubs, trees, and plantings); sprinkler systems; patios, decks, stoops, steps, and porches, outbuildings, detached carports, or any other appurtenant structure or attachment to the dwelling; or other additions or improvements not a part of your home;
- 7) Loss or damage to the extent that is caused or made worse by any of the following causes, whether acting alone or in sequence or concurrence with any other cause or causes whatsoever:
 - a) negligence, improper maintenance, defective material or work supplied by or improper operation by anyone other than the Seller, its employees, agents or subcontractors including failure to comply with the warranty requirements or manufacturers of appliances, equipment or fixtures.

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- b) failure by the Buyer or anyone other than the Seller, its employees, agents or subcontractors to comply with the warranty requirements of manufacturers or supplier of appliances, fixtures or items of equipment; or
 - c) failure of the Purchaser to give notice to the Seller of any defects or damage within a reasonable time; or
 - d) changes in the grading of the ground that does not comply with accepted grading practices, or failure to maintain the original grade by anyone other than the Seller, its employees, agents or subcontractors; or
 - e) changes, alterations or additions made to the Dwelling by anyone after the Warranty Date; or
 - f) dampness or condensation due to the failure of the Buyer or occupant to maintain adequate ventilation;
- 8) Conditions, loss or damage caused by or resulting from accidents, riot and civil commotion, war, vandalism, fire explosion, blasting, smoke, dampness, condensation, water escape, falling objects, aircraft, vehicles, Acts of God, snow, ice storm, lightning, hurricane, tornado, windstorm, hail, flood, mudslide, fallen trees, avalanche, earthquake, volcanic eruption, wind-driven water, rainwater, ground water springs, ground gas emissions, changes not reasonably foreseeable in the underground water table, and generally, caused by or resulting from acts of commission or omission beyond the Seller's control;
- 9) Loss or damage caused by the seepage of water
- 10) Loss or damage caused by the failure of Buyer to take timely action to minimize any such loss or damage;
- 11) Loss or damage caused by insects;
- 12) Microorganisms, fungus, decay, wet rot, dry rot, soft rot, rotting of any kind, mold mildew, vermin, termites, insects, rodents, birds, wild or domestic animals, plants, corrosion, rust, radon, radiation, formaldehyde, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant or carcinogenic substance, whether organic or inorganic, and electromagnetic field or emission, including any claim of health risk or uninhabitability based on any of the foregoing;

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- 13) Any loss or damage caused by buried debris, underground springs, sinkholes, mineshafts, or other anomalies which were not reasonably foreseeable in a building site provided by You;
- 14) Loss or damage resulting from failure of the Seller to complete construction of the Dwelling or to complete the construction timely;
- 15) Loss or damage caused by or which arises while the Dwelling is being used primarily for nonresidential purposes;
- 16) Loss or damage resulting from abnormal loading on floors by the Buyer which exceeds design loads as mandated by the Building Code;
- 17) Any condition which does not result in actual physical damage to the Dwelling;
- 18) Any damage You knew about prior to Effective Date of Warranty;
- 19) Normal wear and tear and normal deterioration;
- 20) Any loss or damage to the extent the loss or damage is covered by any other insurance, whether primary, excess, pro-rata or contingent;
- 21) Diminished market value of your Home;
- 22) Loss or damage caused by abuse of your home, or any part thereof, beyond the reasonable capacity of such part for such use;
- 23) Costs of shelter, transportation, food, moving, storage, or other incidental expenses associated with or related to any defect, or the repair or replacement of any defect in workmanship, materials or design;
- 24) Any and all consequential loss or damage, including without limitation, any damage to property not covered by this Warranty, any damage to personal property, any damage to property which You do not own, and bodily damage or personal injury of any kind including physical or mental pain and suffering and emotional distress, and any medical or hospital expenses, or lost profits;

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7. *GENERAL PROVISIONS.*

- a. This Limited Warranty may not be changed or amended in any way.

- b. This Limited Warranty shall be binding upon the Buyer, and the Builder, and the Buyer's heirs, executor or administrators, and the Seller, and the Seller's heirs, successors, and assigns. This Limited Warranty shall not transfer to each of buyer's successors and shall terminate upon buyer's sale of premises, however, Home Buyer's Warranty shall survive and continue under the terms and conditions of Home Buyer's Warranty.

- c. Should any provision of the Limited Warranty be determined unenforceable by a court of competent jurisdiction, such determination shall not affect of the remaining provisions.

- d. This Limited Warranty is to be governed under the laws of New York State.

- e. Use of one gender in this Limited Warranty includes both genders and use of the singular includes the plural, as may be appropriate.

BY: _____
PURCHASER

BY: _____
PURCHASER

DATE: _____

Acknowledgments

The Rochester Home Builders Association would like to thank the following:

Scott Fields, Matthew Fields Lumber Company
Gil Veconi, Cannon Development, Inc.
James Barbato, Pride Mark Homes, Inc.
Bernard Iacovangelo, Faber Homes
James Burton, Empire Building Technologies, Inc.
Tom Carozza, Tech Development, Inc.
Norman Gerber, Gerber Homes, Inc.
Gerald Alaimo, Alaimo Enterprises, Ltd.
Mike Cook, Caldwell & Cook
Steve Tierney, Woods, Oviatt, Gilman, Struman & Clarke, LLP

Rochester Home Builders Association Staff:

Rick Herman, Executive Vice President
Mary Fennie, Membership Services Coordinator

It is their dedication, commitment and leadership that updated, researched and reviewed the RHBA 1989
Warranty Standards to this publication.

Numerous other association members had various input regarding their own professions and we also
would like to thank all of them as well.

[i]

How to Use this Manual

This manual is divided into chapters generally organized according to the usual sequence of events in the construction process. Each chapter has major categories containing individual construction performance guidelines. Each construction performance guideline has three parts, with an optional fourth part:

Observation: A description of a particular construction defect or potential problem.

Performance Guideline: The specific criterion for acceptable workmanship.

Corrective Measure: A description of the repair work required by the contractor to meet the performance guideline and/or the owner's maintenance responsibility.

Discussion/Helpful Hints (optional): An explanation of unique factors pertinent to the observation, performance guideline, or corrective measure, along with Helpful Hints for the homeowner.

If any conflict arises between these guidelines and applicable requirements of locally approved codes, as a matter of law, the code requirements may take precedence over these guidelines.

Rochester Home Builders Association

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ARTICLE	WARRANTY PERIOD
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1-1

1 yr.

Observation: The ground has settled around the foundation, over utility trenches, or in other areas.

Performance Guideline: Settling of ground around foundation walls, over utility trenches, or in other filled areas shall not interfere with water drainage away from the home.

Corrective Measure: If the contractor has provided final grading, upon request by the owner, the contractor will fill settled areas affecting proper drainage in excess of six inches, one time only during the warranty period. The owner will be responsible for removal and replacement of shrubs and other landscaping affected by the placement of such fill.

1-2

None

Observation: The site does not drain properly.

Performance Guideline: The necessary grade and swales shall have been established by the contractor to ensure proper drainage away from the home. Standing or ponding water shall not remain for extended periods in the immediate area of the house after a rain (generally no more 24 hours), except in swales that drain other areas or in areas where sump pumps discharge. In these areas a longer period can be anticipated (generally no more than 48 hours). The possibility of standing water after an unusually heavy rainfall should be anticipated by the owner. No grading determination shall be made while frost or snow is on ground or while the ground is saturated.

Corrective Measure: The contractor is responsible only for initially establishing the proper grades and swales. The owner is responsible for maintaining such grades and swales once they have been properly established by the contractor.

1-3

None

Observation: The site has soil erosion.

Performance Guideline: Contractor is not responsible for soil erosion due to acts of God, or other conditions beyond the contractors control.

Corrective Action: No action required.

2. Foundation

ARTICLE	WARRANTY	
		PERIOD

2-1	General	1 yr.
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Observation: The foundation is out of square.

Performance Guideline: As measured at the top of the foundation wall, the diagonal of a triangle with sides of 12 feet and 16 feet shall be no more than 1 inch in 20 feet, unless the owner and contractor agree to intentionally build an addition to an existing structure out of square in order to match or compensate for inaccuracies in the existing structure.

Corrective Measure: The contractor will make necessary modifications to any foundation not complying with the performance guidelines for squareness to provide a satisfactory appearance. The contractor may square the first floor deck by cantilevering over the foundation where out of square.

<p>Discussion/Helpful Hints: Squareness is primarily an aesthetic consideration. Regularly repeated geometric patterns in floor and ceiling coverings show a gradually increasing or decreasing pattern along an out-of-square wall. The guideline tolerance of plus or minus 1/2 inch in the diagonal allows a maximum increasing or decreasing portion of about 3/8 inch in a 12-foot wall of a 12 x 16-foot room. However, a contractor and client may agree to build an addition out of square in order to keep a new exterior wall on line with an existing wall of an out-of-square house.</p>

2-2	1 yr.
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Observation: The foundation is out of level.

Performance Guideline: As measured at the top of the foundation wall, no point shall be more than 3/8 inch higher or lower than any point within 20 feet, unless the owner and contractor agree to intentionally build an addition to an existing structure out of level in order to match or compensate for inaccuracies in the existing structure.

Corrective Measure: The contractor will make necessary modifications to any foundation not complying with the performance guidelines for levelness to comply with the performance guideline. This can be affected by leveling the sills with shims, mortar, or appropriate fillers.

<p>Discussion/Helpful Hints: Levelness is both an aesthetic and functional consideration. Out of level floors can cause "stair stepping" of 4 x 8-foot sheathing, siding, paneling and cabinets, and square walls must be "racked" into parallelograms when plumbing is installed.</p>

<p>Liquids can run off counter tops, and, in extreme cases, people will perceive that they are walking up or downhill. The contractor and the owner may agree to build an addition out of level in order to keep the floor of an addition on the same plane, and the roof ridge on the same line, as those of an existing, out-of-level structure.</p>
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2-3

None

Observation: Efflorescence is present on surface of basement floors.

Performance Guideline: This is a normal condition.

Corrective Measure: None.

2-4

Slab and Basement Floor

None

Observation: Concrete slabs within the structure have separated or moved at expansion and contraction joints.

Performance Guideline: Concrete slabs within the structure are designed to move at expansion and contraction joints.

Corrective Measure: None.

2-5

1 yr.

Observation: Concrete floors or slabs are uneven.

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

Corrective Measure: The contractor will correct or repair the floor to meet the performance guideline.

2-6

1 yr.

Observation: The basement floor is cracked.

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

Corrective Measure: The contractor will repair cracks that do not meet the performance guideline.

Discussion/Helpful Hints: Proper repair can be affected by thoroughly cleaning, filling, and troweling the surface using a latex-fortified cement mixture or other materials designed to fill cracks and bond concrete. Color and texture variation will vary with repair.

2-7

1 yr.

Observation: Pitting, scaling or spalling of concrete work covered by this Limited Warranty.

Performance Guideline: Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions of weathering and use.

Corrective Measure: Contractor will take whatever corrective action necessary to repair defective concrete surfaces. Contractor is not responsible for deterioration caused by salt, chemicals, mechanical implements and other factors beyond its control. Contractor will not be responsible for color variation between existing and new patching material.

2-8

Slab-on-Grade Floor

1 yr.

Observation: Cracks have developed in concrete slab-on-grade floors with finished flooring.

Performance Guideline: Cracks that rupture the finished flooring material shall be repaired.

Corrective Measure: The contractor will repair cracks, as necessary, and repair the finish flooring to match existing as close as possible.

Discussion/Helpful Hints: Proper repair can be affected by thoroughly cleaning, filling, and troweling the surface using a latex-fortified cement mixture or other materials designed to fill cracks and bond concrete. Color and texture variation will vary with repair.

2-9

1 yr.

Observation: Concrete in slab-on-grade floor is cracked (horizontal or vertical separation).

Performance Guideline: Cracks in slab-on-grade floors shall not exceed 3/16 inch in width or 1/8 in vertical displacement.

Corrective Measure: The contractor will repair cracks to meet the performance guideline.

Discussion/Helpful Hints: Proper repair can be affected by thoroughly cleaning, filling, and troweling the surface using a latex-fortified cement mixture or other materials designed to fill cracks and bond concrete. Color and texture variations will vary with repair.

Basement Wall

2-10

Concrete Block

1 yr.

Observation: Concrete block basement wall is cracked.

Performance Guideline: Cracks in concrete block basement walls shall not exceed 1/8 inch in width.

Corrective Measure: The contractor will repair cracks to meet the performance guideline.

Discussion/Helpful Hints: Proper repair can be affected by thoroughly cleaning, filling, and troweling the surface using a latex-fortified cement mixture or other materials designed to fill cracks and bond concrete. Shrinkage cracks are not unusual and are inherent in the drying process. They should be expected in basement walls due to the nature of masonry block and concrete. Cracks may be vertical, diagonal, horizontal, including stepped masonry joints. The only cracks considered under warranty claims are cracks which permit water penetration or horizontal cracks that cause a bow in the wall.

2-11

1 yr.

Observation: Concrete block basement wall is out of plumb.

Performance Guideline: Block concrete walls shall not be out of plumb greater than 3/4 inch in 8 feet when measured from the base to the top of the wall.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline. If the wall is to remain unfinished per contract, and the wall meets building codes as evidenced by passed inspections, then no corrective action is required.

2-12

1 yr.

Observation: Concrete block basement wall is bowed.

Performance Guideline: Block concrete walls shall not bow in excess of 1 inch in 8 feet when measured from a plumb line.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline. If the wall is to remain unfinished per contract, and the wall meets building codes as evidenced by passed inspections, then no corrective action is required.

2-13 Poured Concrete (Walls) 1 yr.

Observation: Exposed concrete wall has hole in it.

Performance Guideline: Holes larger than 3/8 inch in diameter or 3/8 inch in depth are unacceptable.

Corrective Measure: The contractor will repair holes that do not meet the performance guideline.

Discussion/Helpful Hints: Proper repair can be affected by thoroughly filling the hole. The repaired area will not match the color of the surrounding concrete.

2-14 1 yr.

Observation: Poured concrete basement wall is out of plumb.

Performance Guideline: Concrete walls shall be out of plumb greater than of 1 1/2 inches in 8 feet when measured from the base to top of the wall.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline. If the wall is to remain unfinished per contract, and the wall meets building codes as evidenced by passed inspections, then no corrective action is required.

2-15 1 yr.

Observation: Poured concrete basement wall is bowed.

Performance Guideline: Concrete walls shall not bow in excess of 1 inch in 8 feet when measured from a plumb line.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline. If the wall is to remain unfinished per contract, and the wall meets building codes as evidenced by passed inspections, then no corrective action is required.

2-16 1 yr.

Observation: The basement wall is cracked (horizontal or vertical separation).

Performance Guideline: Cracks in basement walls shall not allow exterior water to leak into the basement.

Corrective Measure: The contractor will repair cracks that do not meet the performance guideline when leaks are present.

Discussion/Helpful Hints: Shrinkage cracks are not unusual and are inherent in the drying process. They should be expected in basement walls due to the nature of masonry block and concrete. Cracks may be vertical, diagonal, horizontal. The only cracks considered under warranty claims are cracks which permit water penetration or horizontal cracks that cause a bow in the wall.

Basement Floor and Walls

2-17

Moisture and Leaks**None****Observation:** Dampness is evident on basement walls or floor.**Performance Guideline:** Dampness caused by wicking through the basement walls or floor and condensation of water vapor on cool walls are not the responsibility of the contractor**Corrective Measure:** None. Dampness prevention is the responsibility of the owner.**Discussion/Helpful Hints:** The owner's failure to maintain positive drainage away from the house can contribute to dampness. Condensation also contributes to dampness. Homeowners are suggested to use a dehumidifier when necessary.

2-18

1 yr.**Observation:** The basement leaks.**Performance Guideline:** Leaks resulting in actual trickling of water shall be repaired. Leaks caused by landscaping improperly installed by the owner, or by the failure of the owner to maintain proper grades, are not the contractor's responsibility. Walls and floors of new construction may become damp as concrete, mortar, and other materials dry, and dampness alone is not considered a deficiency.**Corrective Measure:** The contractor will take such action as necessary to correct basement leaks, except where the cause is determined to result from the owner's actions or negligence.

2-19

Crawl Space**Observation:** Flowing or trickling water appears on interior crawl space horizontal surface.**Performance Guideline:** Crawl spaces should be graded and drained properly to prevent water from accumulating deeper than 3/4 inch and larger than 36 inches in diameter in the crawl space area.**Corrective Measure:** The contractor will take the necessary corrective measures to create positive flow within the crawl space to discharge to the exterior of the structure.

2-20

None**Observation:** Condensation is evident on the walls, earth, or floor insulation in the crawl space or basement.**Performance Guideline:** Condensation in the crawl space shall not result from lack of adequate ventilation as required by code. Condensation resulting from other causes is not the responsibility of the contractor.**Corrective Measure:** The contractor will ensure that ventilation meets the appropriate code requirements. Further reduction of condensation is an owner maintenance responsibility.**Discussion/Helpful Hints:** Temporary conditions may cause condensation that cannot be eliminated by ventilation and a vapor barrier because:

- Night air gradually cools the interior surfaces of the crawl space. In the morning, moisture picked up by sun-warmed air is carried into the crawl space and condenses on cool surfaces.

- At night, outside air may rapidly cool foundation walls and provide a cool surface on which moisture may condense.
- If the house is left unheated in the winter, the floors and walls may provide cold surfaces on which moisture in the warmer crawl space air may condense.
- Excessive moisture inside a heated house may hit the dew point within or on the colder bottom surface of vapor-permeable floor insulation. The condensation can be reduced by placing a vapor barrier between the insulation and the floor sheathing. If condensation must be entirely eliminated, the owner can do so by sealing and dehumidifying or heating the crawl space, or by heating the dehumidifying the house.

2-21 Columns and Beams 1 yr.

Observation: Concrete columns are bowed or out of plumb.

Performance Guideline: Concrete columns shall not bow in excess of 1 inch in 8 feet. They should not be out of plumb in excess of 1/4 inch in 12 inches when measured from the base to the top of the column, not to exceed 1 1/2 inches in 8 feet.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline.

2-22 1 yr.

Observation: Steel columns are out of plumb.

Performance Guideline: Steel columns shall not be out of plumb in excess of 1/8 inch in 12 inches when measured from the base to the top of the column.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline.

2-23 Concrete Stoops, Steps and Sidewalks 1 yr.

Observation: Concrete stoops, attached porches and garage steps have settled, heaved, or separated from the house structure.

Performance Guideline: Stoops and steps shall not settle, heave, or separate in excess of 1 inch from the house structure. Attached porches and garages shall not settle, heave or separate in excess of 1/2" from the house structure.

Corrective Measure: The contractor will take whatever corrective action is required to meet the performance guideline.

2-24 1 yr.

Observation: Water remains on stoops or steps after rain has stopped.

Performance Guideline: Water shall drain off outdoor stoops and steps. Minor amounts of water can be expected to remain on stoops and steps for up to 24 hours after rain.

Corrective Measure: The contractor will take corrective action to assure proper drainage of stoops and steps.

2-25 Garage 1 yr.

Observation: The garage floor slab is cracked.

Performance Guideline: Cracks in concrete garage floor greater than 3/16 inch in width or 1/8 width in vertical displacement are excessive.

Corrective Measure: The contractor shall repair to meet the performance guideline.

Discussion/Helpful Hints: Proper repair can be affected by thoroughly cleaning, filling and troweling the surface using latex-fortified cement mixture or other materials designed to fill cracks and bond concrete.

2-26

1 yr.

Observation: Garage concrete floor has settled, heaved, or separated.

Performance Guideline: The garage floor shall not settle, heave, or separate in excess of 3/4 inch from the structure.

Corrective Measure: The contractor will take whatever corrective action is required to meet the performance guideline.

3. Wood Floor Framing

ARTICLE	WARRANTY PERIOD
3-1 Beams	1 yr.

Observation: Springiness, bounce, shaking, or visible sag is observed in floor or roof.

Performance Guideline: All beams, joists, rafters, headers, and other structural members shall be sized, and fasteners spaced, according to the National Forest Products Association span tables, or local building codes.

Corrective Measure: The contractor will reinforce or modify, as necessary, any floor, wall, ceiling, or roof not meeting the performance guideline.

Discussion/Helpful Hints: Deflection may indicate insufficient stiffness in the lumber, or may reflect an aesthetic consideration independent of the strength and safety requirements of the lumber. Joist and rafters are required to meet standards for both stiffness and strength. The span tables allow, under full design loadings, a maximum deflection equal to 1/360 of the span for floor and ceiling joists (3/8 inch in 12 feet), 1/240 for rafters up to 3/12 in pitch (1/2 inch in 12 feet), and 1/180 for rafters over 3/12 in pitch (3/4 inch in 12 feet). Individual clients may not be satisfied with the deflection limits built into the tables. When a customer's preference is made known before construction, a higher standard may be agreed upon by the contractor and the owner.

3-2

1 yr.

Observation: Wood beam or post is split.

Performance Guideline: Beams and posts, especially those 3 1/2 inches or greater in thickness (which normally are not kiln dried) will sometimes split as they dry subsequent to construction. Such splitting is usually not a structural concern if posts and beams have been sized according to National Forest Products Association span tables. Unfilled splits exceeding 1/4 inch in width and all splits exceeding 3/8 inch in width are unacceptable.

Corrective Measure: The contractor will repair or replace any beam or post with a defect that does not meet the guideline. Filling splits is acceptable for widths up to 3/8 inch.

Discussion/Helpful Hints: Some characteristics of drying wood are beyond the control of the contractor and cannot be prevented. Compensation is made in span tables for the probable reduction in strength resulting from splitting caused by drying. Therefore, splitting is primarily an aesthetic concern rather than a structural problem. "Checks and splits which occur during the drying of lumber have the effect of reducing the area in the plane of shear resistance. Consequently, laboratory data developed for shear parallel to grain are reduced substantially for design purposes in order to accommodate the probability of the occurrence of checks and splits after drying." See **Wood Structural Design Data.3**

3-3

1 yr.

Observation: Wood beam or post is twisted or bowed.

Performance Guideline: Beams and posts, especially those 3 1/2 inches or greater in thickness (which normally are not kiln dried) will sometimes twist or bow as they dry subsequent to construction. Twisting or bowing are usually not a structural concern if posts and beams have been sized according to National Forest Association span tables.⁴ Bows and twists exceeding 3/4 inch in an 8 foot section are unacceptable.

Corrective Measure: The contractor will repair or replace any beam or post with a defect that does not meet the guideline.

3-4

1 yr.

Observation: Wood beam or post is cupped.

Performance Guideline: Beams and posts, especially those 3 1/2 inches or greater in thickness (which normally are not kiln dried) will sometimes cup as they dry subsequent to construction. Cupping is usually not a structural concern if posts and beams have been sized according to National Products Association span tables.⁵ Cups exceeding 1/4 inch in 5 1/2 inches are unacceptable.

Corrective Measure: The contractor will repair or replace any beam or post with a defect that does not meet the guideline.

3-5

Plywood and Joists

1 yr.

Observation: Floors squeak or the subfloor appears loose.

Performance Guideline: Squeaks caused by a loose subfloor are unacceptable, but totally squeak-proof floors cannot be guaranteed.

Corrective Measure: The contractor will refasten any loose subfloor or take other corrective action to eliminate squeaking to the extent possible within reasonable repair capability without removing floor and ceiling finishes.

Discussion Helpful Hints: Floor squeaks may occur when a subfloor that has come loose from the joists is deflected by the weight of a person or household possessions and rubs against the nails that hold it in place. The subfloor or joists may be bowed, and the nails also may be expelled from the wood during

drying. Movement may occur between the joist and bridging or other floor members when one joist is deflected while the other members remain stationary. Gluing the subfloor is an acceptable method of code compliance in certain jurisdictions. Renailing floor joists with ring-shank nails will also substantially reduce severe floor squeaks. Because the performance guideline requires the contractor to make a reasonable attempt to eliminate squeaks without requiring removal of floor and ceiling finishes, nailing loose subflooring with casing nails into the carpet surface and countersinking the head is an acceptable practice.

3-6

1 yr.

Observation: Wood floors are uneven.

Performance Guideline: Floors shall not have more than a 1/4 inch ridge or depression within any 32-inch measurement. Allowable floor and ceiling joist deflections are governed by the local approved building codes.

Corrective Measure: The contractor will correct or repair to meet the performance guideline.

3-7

1 yr.

Observation: Wood floor is out of square.

Performance Guideline: The diagonal of a triangle with sides of 12 feet and 16 feet along the edge of the floor shall be no more than 1/2 inch more nor less than 20 feet. For remodeling projects, the owner and the contractor may agree to build a wood floor out of square in order to match or otherwise compensate for preexisting conditions.

Corrective Measure: The contractor will make the necessary modifications to any floor not complying with the performance guideline for squareness.

Discussion/Helpful Hints: Squareness is primarily an aesthetic consideration. Regularly repeated geometric patterns in floor and ceiling coverings show a gradually increasing or decreasing pattern along an out-of-square wall. The guideline tolerance of plus or minus 1/2 inch in the diagonal allows a maximum increasing or decreasing portion of about 3/8 inch in a 12-foot of a 12 x 16-foot room. However, a contractor and client may agree to build an addition out of square in order to keep a new exterior wall on line with an existing wall of an out-of-square house. The corrective measure emphasizes the primarily aesthetic nature of squareness and makes the criteria for correction "a satisfactory appearance." This criteria allows the contractor to make either a structural change, if the defect is discovered in time, or some cosmetic change to hide the defect, if the construction is in the finishing stages when the defect is discovered.

3-8

1 yr.

Observation: Wood floor is out of level.

Performance Guideline: No point on the surface of a wood floor shall be more than 1/2 inch higher or lower than any other point on the surface within 20 feet, or proportional multiples of the preceding dimensions. For remodeling projects, the owner and the contractor may agree to build wood floor out of level in order to match or otherwise compensate for preexisting conditions.

Corrective Measure: The contractor will make the necessary modifications to any floor not complying with the performance guideline for levelness. Allowances should be allowed for shrinkage, cantilevers, and concentrated loads.

Discussions/Helpful Hints: Levelness is both aesthetic and functional consideration. Out of level floors can cause "stair stepping" of 4 x 8-foot sheathing, siding, paneling and cabinets, and square walls must be "racked" into parallelograms when plumbing is installed. Liquids can run off counter tops, and, in extreme cases, people will perceive that they are walking up or downhill. The contractor and the owner may agree to build an addition out of level in order to keep the floor of an addition on the same plane, and the roof ridge on the same line, as those of an existing, out-of-level structure.

3-9

1 yr.

Observation: Excessive deflection observed in floor or roof constructed of wood I-joint.

Performance Guideline: All beams, joists, rafters, headers, and other structural members constructed of wood I-joists shall be sized, and fasteners spaced, according to manufacturers' specifications for length and spacing.

Corrective Measure: The contractor will reinforce or modify, as necessary, any floor, wall, ceiling, or roof not meeting the performance guideline.

Discussion/Helpful Hints: Deflection may indicate an aesthetic consideration independent of the strength and safety requirements of the lumber. When a customer's preference is made known before construction, a higher standard may be agreed upon in writing by the contractor and the owner.

3-10

Remodeling Projects Only

1 yr.

Observation: Wood flooring is unlevel at transition from existing floor to room addition floor.

Performance Guideline: Flooring at transition area shall not slope more than 1/8 inch over 6 inches unless a threshold is added. Overall step down, unless previously agreed upon with the contractor shall not exceed 1 1/8 inches. Seasonal changes are not a defect.

Corrective Measure: The contractor will add threshold or transition material, or pull up the flooring and reduce the high spot, or if possible, shim under new framing to bring floor within guideline.

Discussion/Helpful Hints: All floor joists shrink both seasonally and when aging. After installation, 2 x 12s can shrink up to 1/2 inch. If the flooring subfloor or underlayment has not purposely overlapped onto the existing, floor such a gap is not a defect but a natural result of the aging process of wood. The drier the house, the more the shrinkage. Floors will slope along the floor joist span which according to some codes can sag up to 1/2 inch over fifteen foot spans when under load and more in older homes due to sag plus loading. This will cause a hump at the juncture of the old to new. Also if flooring comes in perpendicular to each other, the first floor joist running parallel to the old outside wall can fall that 1/2 inch out to the first parallel joist or 14 1/2 inches. If the addition also has parallel joists, the hump can appear as a 1 inch gap at the end of a yardstick when held centered at the old house line.

4. Walls

ARTICLE

WARRANTY
PERIOD

4-1 Structural**1 yr.****Observation:** Wood framed walls are out of plumb.**Performance Guideline:** Wood framed walls shall not be more than 3/8 inch out of plumb for any 96-inch vertical measurement.**Corrective Measure:** The contractor will repair to meet the performance guideline.**4-2****1 yr.****Observation:** The walls are bowed.**Performance Guideline:** All interior and exterior walls have slight variances in their finished surface. Walls shall not bow more than 1/2 inch out of line within any 32 inch horizontal measurement, or 1/2 inch within any 8 foot vertical measurement.**Corrective Measure:** The contractor will repair to meet the performance guideline.**4-3****1 yr.****Observation:** Exterior walls leak because of inadequate caulking.**Performance Guideline:** Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to prevent the entry of water.**Corrective Measure:** The contractor will repair or caulk joints and cracks in exterior wall surfaces as required to correct deficiencies, one time only during the warranty period. Even when properly installed, caulking will shrink and must be maintained by the owner.**4-4****Observation:** Characteristics such as knots, checks, splits and wane (barked edge) are seen in wood studs.**Performance Guideline:** Characteristics such as knots, etc., should be limited to the provisions allowed by Western Wood Products Association or other appropriate grading associations.**Corrective Measure:** Contractor shall replace any stud not meeting the performance guideline.**Discussion/Helpful Hint:** Lumber of this grade is limited in characteristics that affect strength and stiffness not necessarily appearance.**4-5 Insulation****1 yr.****Observation:** Insulation is insufficient.**Performance Guideline:** The contractor shall install insulation according to R-Values designated in the contract documents.**Corrective Measure:** The contractor will install insulation to meet the performance guideline.**Discussion/Helpful Hints:** Proper installation shall include correct placement behind electrical boxes, backing studs, corner framing, and wiring.**4-6 Windows****1 yr.****Observation:** Windows are difficult to open or close.**Performance Guideline:** Windows should operate as according to manufacturers design.

Corrective Measure: The contractor will correct or repair as required to meet the performance guideline.

4-7

None

Observation: Window glass is broken and/or screens are damaged.

Performance Guideline: None.

Corrective Measure: Broken glass or screens not reported to the contractor prior to acceptance of construction are the owner's responsibility.

4-8

None

Observation: Scratches appear on surfaces of glass and mirrors.

Performance Guideline: Glass or mirror surfaces shall not have scratches visible from 10 feet under normal lighting conditions.

Corrective Measure: The contractor shall replace any scratched glass or mirror surface if noted at or before the acceptance of construction.

4-9

1 yr.

Observation: During rains, water appears on interior corners of glazed window units.

Performance Guidelines: Water leakage from improper installation is unacceptable.

Corrective Measure: The contractor shall repair any deficiencies attributable to improper installation.

<p>Discussion/Helpful Hints: Leakage at the glazing interface is covered under the manufacturer's warranty.</p>
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4-10 Exterior Doors

1 yr.

Observation: Exterior door are warped.

Performance Guideline: Exterior doors shall not warp to the extent that they become inoperable, cease to be weather-resistant, or exceed National Wood Window and Door Association Standards of 1/4 inch measured diagonally from corner to corner.

Corrective Measure: The contractor will correct or replace exterior doors that do not meet the performance guideline.

<p>Discussion/Helpful Hints: Exterior doors will warp to some degree because of the difference in the temperature between inside and outside surfaces. Warping may also be caused by improper or incomplete finishing of the door, including sides, top and bottom. The contractor is not responsible for warpage if painting of doors is not within contractor's scope of work.</p>

4-11

None

Observation: Raw wood shows at the edges of inset panels on exterior doors.

Performance Guideline: Wooden panels will shrink and expand because of temperature and/or humidity changes, and may expose unpainted surfaces. This does not constitute a defect.

Corrective Measure: None

4-12

1 yr.

Observation: Door panel is split.

Performance Guideline: Split panels shall not allow light to be visible through the door.

Corrective Measure: The contractor will repair split panel that does not meet the performance guideline once during the warranty period.

4-13

1 yr.

Observation: Exterior door sticks.

Performance Guideline: Exterior doors shall operate smoothly, except that wooden exterior doors may stick during periods of high humidity.

Corrective Measure: The contractor will adjust or replace the door to meet the performance guideline.

Discussion/Helpful Hints: Exterior doors will warp to some degree because of the difference in the temperature between inside and outside surfaces. Warping may also be caused by improper or incomplete finishing of the door, including sides, top and bottom. The contractor is not responsible for warpage if painting of doors is not within contractor's scope of work.

4-14

1 yr.

Observation: Exterior Door will not shut completely.

Performance Guideline: Exterior doors shall shut completely.

Corrective Measure: The contractor will adjust or replace the door to meet the performance guideline.

Discussion/Helpful Hints: Exterior doors will warp to some degree because of the difference in the temperature between inside and outside surfaces. Warping may also be caused by improper or incomplete finishing of the door, including sides, top and bottom. The contractor is not responsible for warpage if painting of doors is not within contractor's scope of work.

4-15

None

Observation: Exterior door plastic moldings behind storm door become distorted from exposure to sunlight.

Performance Guideline: The plastic moldings behind the storm doors should not become distorted if the air space between the exterior door and the storm door is vented at the top and bottom.

Corrective Measure: None.

Discussion/Helpful Hints: Plastic moldings may become distorted if the prime door is covered by a storm door panel into the warm season, or if it faces the sun. This is not a defect of the door, but a problem caused by the addition of the storm panels. The owner is also cautioned to follow manufacturer's recommendations on painting on the moldings with a dark color, with or without the use of a storm panel. A dark color is generally likely to cause distortion and should be avoided.

4-16

1 yr.

Observation: Door swings open or closed by the force of gravity.

Performance Guideline: Exterior doors shall not swing open or closed by the force of gravity alone. For remodeling projects, this guideline does not apply where a new door is installed in an existing wall that is out of plumb.

Corrective Measure: The contractor will adjust the door to prevent it from swinging open or closed by the force of gravity.

4-17

1 yr.

Observation: Gaps are visible around exterior door edge, door jamb, and threshold.

Performance Guideline: Gaps shall not vary greater than 3/16 inch.

Corrective Measure: The contractor will repair existing unit to meet performance guideline.

4-18

None

Observation: Exterior door hardware and kickplates and fasteners are tarnished.

Performance Guideline: Finishes on door hardware installed by contractor are covered by manufacturer's warranty.

Corrective Measure: None.

4-19

1 yr.

Observation: Sliding patio door or screen will not stay on track or roll smoothly.

Performance Guideline: Sliding patio doors and screens shall slide properly and roll smoothly on their tracks at the time the job is accepted. The cleaning and maintenance necessary to preserve proper operation are an owner responsibility.

Corrective Measure: The contractor shall repair once during the warranty period.

Discussion/Helpful Hints: Proper operation should be verified by the owner and the contractor at the time the job is accepted.

Exterior Finish

4-20

Wood and Hardboard Lap Siding

None

Observation: Siding is bowed.

Performance Guideline: Bows exceeding 1/2 inch in 32 inches are unacceptable.

Corrective Measure: The contractor will replace any wood lap siding with bows that does not meet the performance guideline, and finish replacement siding to match the existing siding as closely as practical.

Discussion/Helpful Hints: If the siding is held by nails into studs, expansion caused by increasing relative humidity may cause bulges or waves. Even with proper installation, siding will tend to bow inward and outward in adjacent stud spaces.

4-21

None

Observation: Siding end gaps are visible.

Performance Guideline: End gaps wider than 3/16 inch are unacceptable.

Corrective Measure: The contractor will repair end gaps that do not meet the performance guideline.

Discussion/Helpful Hints: Proper repair can be affected by providing joint covers or by caulking the gap. If the siding is painted, the contractor will paint the new caulking to match existing as close as possible.

4-22

1 yr.

Observation: Siding is not installed on a straight line.

Performance Guideline: Any piece of lap siding than 1/2 inch off parallel in 20 feet with contiguous courses is unacceptable, unless the owner and the contractor have previously agreed to disregard the performance guideline to match a preexisting structural condition.

Corrective Measure: The contractor will reinstall siding to meet the performance guideline for straightness, and replace any siding damaged during removal with new siding.

Discussion/Helpful Hints: For remodeling projects, if the contractor and the owner have agreed that the floor of an addition is to be on a different plane from an existing floor (e.g., out of level), the siding on the addition may not be parallel and in line with the existing siding.

4-23

1 yr.

Observation: Face nails are excessively countersunk into hardboard surface.

Performance Guideline: Siding nails should not be countersunk to expose visible fiber of hardboard siding.

Corrective Measure: The contractor shall repair as necessary to meet performance guideline.

Discussion/Helpful Hints: If visible fiber of hardboard siding is exposed, paint surface to coat 1/16 to 1/8 inch, caulk and touch-up paint; if countersunk in excess of 1/8 inch, caulk and add an additional nail flush to the surface.

4-24

Tongue and Groove Wood Siding

1 yr.

Observation: Siding is buckled.

Performance Guideline: Siding that projects more than 3/16 inch from the face of adjacent siding is unacceptable.

Corrective Measure: The contractor will repair or replace any siding not meeting the performance guideline.

Discussion/Helpful Hints: Buckling is caused by increasing relative humidity, which causes the siding to expand. It can be prevented by leaving space between the tongues and grooves for siding to expand, and by leaving the siding outside for a few days to allow it to adjust to the ambient humidity prior to installation.

4-25

None

Observation: Nails have stained siding.

Performance Guideline: Stains exceeding more than 1/2 inch from the nail and readily visible from a distance of more than 20 feet are unacceptable. This performance guideline does not apply if "natural weathering" or semi-transparent stain is specified for the job.

Corrective Measure: The contractor can choose either to remove stains that do not meet the performance guideline, or to touch-up, paint, or stain the affected area.

Discussion/Helpful Hints: Stains may be from oxidation of nails or leaching of extractives from the wood. Using a galvanized nail (even double hot-dipped) will not necessarily prevent staining. Clear water-repellent sealer applied immediately after installation of siding will retard leaching and rusting.

4-26 Wood Shake Siding 1 yr.

Observation: Cedar shakes or shingles have "bled" through paint or stain applied by contractor.

Performance Guideline: Resins and extractives bleeding through paint or stain, or blackening of shanks or shingles is unacceptable. This performance guideline does not apply if "natural weathering" or semi-transparent stain is specified for the job.

Corrective Measure: One time during the warranty period the contractor will clean and treat shakes to provide a reasonable appearance and reduce further bleeding.

4-27 Plywood or Other Veneer Siding 1 yr.

Observation: Siding has delaminated.

Performance Guideline: Siding shall not delaminate.

Corrective Measure: The contractor will replace delaminated siding that is not covered under manufacturer's warranty, unless the delamination was caused by the owner's actions or negligence. The repaired area may not precisely match the original siding.

4-28 1 yr.

Observation: Joints between siding have separated.

Performance Guideline: Joint separations exceeding 3/16 inch are unacceptable.

Corrective Measure: The contractor will caulk or repair siding as necessary to fill the joint. The repaired area may not match the original siding precisely.

4-29 None

Observation: Siding is bowed.

Performance Guideline: Bows exceeding 1/2 inches are unacceptable over 32" run.

Corrective Measure: The contractor will install additional nails in siding to meet acceptable nailing schedules and will replace any siding that does not meet the guideline because of bows.

Discussion/Helpful Hints: Some waviness in siding is to be expected because of bows in studs. However, proper nailing of siding will straighten most bows.

4-30 Aluminum or Vinyl Lap Siding 1 yr.

Observation: Siding is bowed or wavy.

Performance Guideline: Some waviness in lap siding is to be expected because of bows in studs. Thermal expansion waves or distortions in aluminum or vinyl lap siding, sometimes call oil canning, are unacceptable if they exceed 1/4 inch in 16 inches.

Corrective Measure: The contractor will correct any thermal expansion waves or distortions to comply with the performance guideline by reinstalling or replacing siding as necessary.

Discussions/Helpful Hints: This problem is caused by the siding being nailed too tightly to the house instead of loosely "hung" in the center of the nail slots, or by not allowing adequate room for the siding to expand at the ends.

4-31

None

Observation: Siding color is faded.

Performance Guideline: Gradual fading or change in color caused by sunlight occurs in nearly all vinyl and aluminum sidings and cannot be prevented by the contractor.

Corrective Measure: None

4-32

1 yr.

Observation: Aluminum or vinyl lap siding trim is loose from house.

Performance Guideline: Trim shall not separate more than 1/4 inch from the house.

Corrective Measure: The contractor will reinstall trim or caulk separations as necessary to comply with the performance guideline.

4-33

1 yr.

Observation: Aluminum or vinyl lap siding courses are not parallel with eaves or wall openings.

Performance Guideline: Any piece of aluminum or vinyl lap siding more than 1/2 inch off parallel in 20 feet with contiguous courses, or contiguous break such as a soffit line, is unacceptable, unless the owner and the contractor have previously agreed to disregard the performance guideline to match a preexisting structural condition.

Corrective Measure: The contractor will reinstall siding to comply with the performance guideline and replace any siding damaged during removal with new siding.

Discussion/Helpful Hints: For remodeling projects, if the contractor and the owner agree that the floor of an addition is to be on a different plane from the existing floor (for example, a pre-existing out of level condition), the siding on the addition may not be parallel and in line with existing siding.

4-34

1 yr.

Observation: Aluminum or vinyl lap siding nails show under windows, doors, or eaves.

Performance Guideline: All facing nails shall be of a color to match the siding or trim they affix. No nail heads in the field of the sidings shall be exposed.

Corrective Measure: The contractor will install trim as necessary to cover the nails.

4-35

1 yr.

Observation: Aluminum or vinyl lap siding trim accessories are loose from caulking at windows or other wall openings.

Performance Guideline: Siding trim accessories shall not separate from caulking at windows or other wall openings during the warranty period.

Corrective Measure: The contractor will repair or recaulk as necessary to eliminate the separation.

4-36

1 yr.

Observation: Aluminum or vinyl lap siding is cut crooked.

Performance Guideline: Visible cuts in siding shall be straight, plumb, and neat. Crooked cuts greater than 1/8 inch from true are not acceptable.

Corrective Measure: The contractor will repair or replace siding with visible crooked cuts.

4-37

Masonry and Veneer

1 yr.

Observation: Masonry or veneer walls are cracked.

Performance Guideline: Cracks greater than 1/4 inch in width are not acceptable.

Corrective Measure: The contractor will repair cracks in excess of the performance guideline by tuck pointing, patching or painting. The contractor will not be responsible for color variation between original and new mortar.

Discussion/Helpful Hints: Small hairline cracks resulting from shrinkage are common in mortar joints in masonry construction.

4-38

1 yr.

Observation: Exterior cut bricks are of different thickness below openings.

Performance Guideline: Cut bricks used in the course directly below an opening shall not vary from one another in thickness by more than 1/4 inch.

Corrective Measure: The contractor will rebuild the wall as necessary to meet the performance guideline.

4-39

1 yr.

Observation: Masonry or brick veneer courses are not straight.

Performance Guideline: No point along the bottom of any course shall be more than 1/4 inch higher or lower than any other point within 10 feet along the bottom of the same course, or 1/2 inch in any length, except that the owner and the contractor may agree to match or otherwise compensate for preexisting conditions.

Corrective Measure: The contractor will rebuild the wall as necessary to meet the performance guideline.

4-40

1 yr.

Observation: Mortar stains on exterior walls.

Performance Guideline: Exterior brick and stone shall be free from mortar stains detracting from the appearance of the finished wall when viewed from a distance of 20 feet.

Corrective Measure: The contractor will clean the stains to meet the performance guideline.

4-41

None

Observation: Efflorescence is present on masonry or mortar surfaces.

Performance Guideline: This is a normal condition.

Corrective Measure: None

4-42

Stucco and Parge

1 yr.

Observation: Exterior stucco wall surfaces are cracked.

Performance Guideline: Cracks in exterior stucco wall surfaces shall not exceed 1/8 inch in width.

Corrective Measure: The contractor will repair cracks exceeding 1/8 inch in width once during the warranty period.

Discussion/Helpful Hints: "Stucco" includes cementitious coatings and similar synthetically based finishes.

4-43

None

Observation: Colors of exterior stucco walls do not match.

Performance Guideline: The colors of new exterior stucco walls may not perfectly match the colors of old exterior stucco walls.

Corrective Measure: None

Discussion/Helpful Hints: Coloring of stucco is unique to field variables and it is impractical to achieve a color match between stucco coatings applied at different times.

4-44

None

Observation: Textures of finishes of exterior stucco walls do not match.

Performance Guideline: Texture of new exterior stucco walls may not perfectly match the textures of old exterior stucco walls.

Corrective Measure: None

4-45

1 yr.

Observation: Separation of coating from base on exterior stucco wall.

Performance Guideline: The coating shall not separate from the base on an exterior stucco wall during the warranty period.

Corrective Measure: The contractor will repair areas where the coating has separated from the base.

Discussion/Helpful Hints: Coloring stucco is unique to field variables and it is impractical to achieve a color match between stucco coatings applied at different times.

4-46

Exterior Trim

1 yr.

Observation: Gaps show in exterior trim.

Performance Guideline: Joints between exterior trim elements, including siding and masonry, shall not result in joints opened wider than 1/4 inch. In all cases the exterior trim shall perform its function of excluding the elements.

Corrective Measure: The contractor will repair open joints that do not meet the performance guideline. Caulking is acceptable.

4-47

1 yr.

Observation: Exterior trim boards are split.

Performance Guideline: Splits wider than 1/8 inch are acceptable up to 1/8 of the length of the board. Splits wider than 1/8 inch for more than 1/8 of the board are unacceptable.

Corrective Measure: The contractor will repair splits by filling with a permanent filler.

4-48

1 yr.

Observation: Exterior trim boards are bowed or twisted.

Performance Guideline: Bows and twists exceeding 3/8 inch in 8 feet are unacceptable.

Corrective Measure: The contractor will repair defects that do not meet the performance guideline by refastening or replacing deformed boards.

4-49

1 yr.

Observation: Exterior trim boards are cupped.

Performance Guideline: Cups exceeding 3/16 inch in 5 1/2 inches are unacceptable.

Corrective Measure: The contractor will repair defects that do not meet the performance guideline by refastening or replacing deformed boards.

4-50

Paint, Stain, and Varnish

1 yr.

Observation: Exterior painting, staining, or refinishing is required because of repair work.

Performance Guideline: Repairs required under these performance guidelines shall be finished to match the immediate surrounding areas as closely as practical.

Corrective Measure: The contractor will finish repaired areas as indicated.

4-51

1 yr.

Observation: Exterior paint or stain has peeled or physically deteriorated.

Performance Guideline: Exterior paints and stains shall not fail during the warranty period.

Corrective Measure: If exterior paint or stain has peeled or physically deteriorated, the contractor will properly prepare and refinish affected areas and match the color as closely as practical. Where deterioration of the finish affects more than 50 percent of the wall area, the contractor will refinish the entire wall.

4-52

None

Observation: Exterior paint or stain has faded.

Performance Guideline: Fading of exterior paints and stains is normal and the degree of fading depends on climatic conditions.

Corrective Measure: None

4-53

1 yr.

Observation: Mildew or fungus is visible on exterior painted surfaces.

Performance Guidelines: Painted or finished surfaces shall be free of observable mildew and fungus at the time the job is completed. However, mildew or fungus may form on painted surfaces over time because of warmth and moisture.

Corrective Measure: The contractor will remove mildew and fungus before completion of the job. Subsequent mildew or fungus formation is a condition the contractor cannot control. The owner is responsible for future cleaning of the painted item as necessary to prevent or remove mildew and fungus.

4-54

None

Observation: Varnish or lacquer finishes have deteriorated.

Performance Guideline: Clear finishes used on exterior surfaces may deteriorate rapidly. This is beyond the control of the contractor.

Corrective Measure: None

5. Roofs

ARTICLE	WARRANTY PERIOD
---------	-----------------

5-1 **Roof Structure**

1 yr.

Observation: Roof or ceiling rafters bow.

Performance Guideline: Rafters that bow greater than 1 inch in 8 feet are considered excessive.

Corrective Measure: The contractor shall repair and deficiencies which do not meet the performance guideline.

5-2 **Roof Sheathing**

1 yr.

Observation: Roof sheathing is wavy or appears bowed.

Performance Guideline: Roof sheathing shall not bow more than 1/2 inch in 2 feet.

Corrective Measure: The contractor will straighten bowed roof sheathing or correct swollen joints as necessary to meet the performance guideline.

Discussion/Helpful Hints: The contractor usually can meet this performance guideline by using thicker plywood sheathing (either 1/2 inch or 15/32 inch span-rated, not 3/8 inch) with more plies (5, not 3) or wafer board and plywood clips (a) to align adjacent sheets between trusses or rafters and (b) to ensure room for expansion of the sheets. In rare instances, the contractor might have to install blocking between the trusses to straighten the sheathing.

5-3 Roof Vents

1 yr.

Observation: The attic vents or louvers leak.

Performance Guideline: Attic vents and louvers shall not leak. However, infiltration of wind-driven rain and snow are not considered leaks and are beyond the control of the contractor.

Corrective Measure: The contractor shall repair or replace the roof vents as necessary to meet the performance guideline.

Roof Installation and Leaks

5-4 Asphalt Shingles

1 yr.

Observation: The roof or flashing leaks.

Performance Guideline: Roofs and flashing shall not leak under normal conditions, except where the cause is determined to result from ice build-up or the owner's actions or negligence.

Corrective Measure: The contractor will repair any verified roof or flashing leaks not caused by ice build-up, leaves, debris, or the owner's actions or negligence.

5-5

None

Observation: Ice beads up on the roof.

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

Corrective Measure: None. Prevention of ice build-up on the roof is an owner maintenance item.

5-6

1 yr.

Observation: Shingles have blown off.

Performance Guideline: Shingles shall not blow off in winds of less than the manufacturer's standards/specifications.

Corrective Measure: If shingles blow off in winds less than the manufacturer's standards/specifications, see manufacturer's warranty.

5-7

1 yr.

Observation: Shingles are not horizontally aligned.

Performance Guideline: Shingles should be installed according to the manufacturer's standards/specifications.

Corrective Measure: The contractor will remove shingles that do not meet the performance guideline, and replace them with new shingles that are properly aligned.

Discussion/Helpful Hints: For remodeling only: the owner and the contractor may agree prior to installation that the horizontal lines of shingles on the roof of an addition need no line up with those of the existing structure if the floors (and hence, the eaves and ridge) are not to be built on the same plane.

5-8

None

Observation: New shingles do not match existing shingles.

Performance Guideline: Because of weathering and manufacturing variations, the color of new shingles will not exactly match the color of existing shingles.

Corrective Measure: The contractor is not responsible for precisely matching the color of existing shingles.

5-9

None

Observation: Asphalt shingle edges or corners are curled or cupped.

Performance Guideline: Asphalt shingle edges and corners need not be perfectly fit. Shingles should be within manufacturer's standards/specifications.

Corrective Measure: None.

5-10

1 yr.

Observation: Asphalt shingles do not overhang edges of roof, or hang too far over edges of roof.

Performance Guideline: Asphalt shingles shall overhang roof edges by not less than 1/4 inch, and not more than 1 inch unless the manufacturer's standards/specifications indicate otherwise.

Corrective Measure: The contractor will reposition or replace shingles as necessary to meet the performance guideline.

5-11

1 yr.

Observation: Shading or shadowing pattern appears on new shingle roof.

Performance Guideline: Shading or shadowing is a defect only if it results from failure to use shingles of the type specified in the contract.

Corrective Measure: The contractor will replace shingles not conforming to contractual requirements.

5-12

1 yr.

Observation: Asphalt shingles have developed surface buckling.

Performance Guideline: Asphalt shingle surfaces need not be perfectly flat. Buckling higher than 1/4 inch is considered excessive.

Corrective Measure: The contractor will fix the affected shingles to meet the performance guideline.

5-13

1 yr.

Observation: Sheathing nails have loosened from framing and raised asphalt shingles.

Performance Guideline: Nails shall not loosen from roof sheathing to raise asphalt shingles from surface.

Corrective Measure: The contractor shall repair all areas as necessary to meet the performance guideline.

5-14

1 yr.

Observation: Roofing nails are exposed at ridge of roof or cut shingles on returns.

Performance Guideline: Nail heads shall be sealed to prevent leakage.

Corrective Measure: The contractor shall seal nail heads

5-15

1 yr.

Observation: Holes from walk boards are visible in asphalt shingles.

Performance Guideline: Holes from walk boards shall be flashed and sealed below the asphalt shingle tab to prevent leakage. If patch is visible from ground, the shingle should be replace.

Corrective Measure: The contractor shall repair to meet the performance guideline.

5-16

None

Observation: Existing roof shingles telegraphing through new asphalt shingles.

Performance Guideline: Some telegraphing is normal when re-roofing over existing roofing.

Corrective Measure: None

5-17

Roll Roofing

1 yr.

Observation: Water is trapped under roll roofing.

Performance Guideline: Water shall not become trapped under roll roofing.

Corrective Measure: If water becomes trapped under roll roofing during the warranty period, the contractor will repair or replace the roofing as necessary to meet the performance guideline.

5-18

None

Observation: Roofing is blistered but does not admit water.

Performance Guideline: Surface blistering of roll roofing is caused by unusual conditions of heat and humidity acting on the asphalt and cannot be controlled by the contractor.

Corrective Measure: None.

5-19

1 yr.

Observation: Water is standing on a flat roof.

Performance Guideline: Water shall drain from a flat roof except for minor ponding with 24 hours of a rainfall.

Corrective Measure: The contractor will take corrective action to assure proper drainage of the roof.

5-20

Chimney

1 yr.

Observation: Masonry chimney cap cracked.

Performance Guideline: It is normal for caps to crack due to expansion and contraction, however unacceptable leaks may occur with cracking.

Corrective Measure: If cracking causes leakage, the contractor will repair.

5-21

1 yr.

Observation: Brick veneer spalling from chimney surface.

Performance Guideline: Spalling of newly manufactured brick should not occur and is unacceptable. Spalling of used brick is acceptable.

Corrective Measure: Contractor will repair newly manufactured brick when spalling occurs.

5-22 Chimney Flashing 1yr.

Observation: Leaks in new chimney flashing.

Performance Guideline: New chimney flashing shall not leak under normal conditions, except where the cause is determined to result from ice build-up or the owner's actions or negligence.

Corrective Measure: The contractor will repair leaks in new chimney flashing not caused by ice build-up or the owner's actions or negligence.

5-23 Gutters and Downspouts 1 yr.

Observation: Gutters or downspouts leak.

Performance Guideline: Gutters and downspouts shall not leak.

Corrective Measure: The contractor will repair leaks in gutters and downspouts.

5-24 1 yr.

Observation: Gutters overflow during a heavy rain.

Performance Guideline: Gutters may overflow during a heavy rain.

Corrective Measure: The contractor shall repair if gutters overflow during normal rains.

Discussion/Helpful Hints: The owner is responsible for keeping gutters and downspouts free from debris that could cause overflow.

5-25 1 yr.

Observation: Water remains in the gutters after a rain.

Performance Guideline: When a gutter is unobstructed by debris, the water level shall not exceed 3/4 inch in depth.

Corrective Measure: The contractor will repair the gutter to meet the performance guideline.

Discussion/Helpful Hints: Installing gutters with a minimum 1/32 inch drop in 1 foot will generally prevent water from standing in the gutters. Even so, small amounts of water may remain in some sections of gutter for a short time after a rain. In areas with heavy rainfall and/or ice build-up the contractor may consider increasing pitch/fall or adding additional downspouts.

5-26 Skylights 1 yr.

Observation: Skylight leaks.

Performance Guideline: Skylights shall be installed in accordance with manufacturer's specifications. Leaks resulting from improper installations are unacceptable. Condensation on interior surfaces is not a leak and not considered a defect.

Corrective Measure: The contractor will repair any improperly installed skylight to meet the performance guideline.

6. Plumbing

ARTICLE		WARRANTY PERIOD
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6-1	Water Supply System	2 yrs.
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Observation: Pipes leak.

Performance Guideline: No leaks of any kind shall exist in any soil, waste, vent, or water pipe.

Corrective Measure: The contractor will make repairs to eliminate leakage.

6-2		None
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Observation: Condensation appears on pipes.

Performance Guideline: Condensation on pipes may result at certain combinations of temperature and indoor humidity.

Corrective Measure: None.

6-3		1 yr.
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Observation: A faucet or valve leaks.

Performance Guideline: No valve or faucets shall leak because of defects in material or workmanship.

Corrective Measure: The contractor will repair or replace the leaking faucet or valve.

6-4		1 yr.
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Observation: Water in plumbing pipes freezes, and the pipes burst.

Performance Guideline: Drain, waste, vent, and water pipes shall be adequately protected to prevent freezing as required by the applicable plumbing code for normally anticipated cold weather and in accordance with the design temperatures established by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers.

Corrective Measure: The contractor will correct situations not meeting the applicable code. The owner is responsible for draining or otherwise protecting pipes and exterior facets exposed to freezing temperatures.

6-5		2 yrs.
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Observation: The water supply system fails to deliver water.

Performance Guideline: All on-site service connections to the municipal water main or private water supply are the responsibility of the contractor.

Corrective Measure: The contractor will repair the water supply system if the failure results from defective installation or materials. Conditions beyond the control of the contractor that disrupt or eliminate the water supply are not covered.

6-6

1 yr.

Observation: Water pipes are noisy.

Performance Guideline: Because of the flow of water and pipe expansion, the water pipe system will emit some noise. However, the pipes should not make the pounding noise called "water hammer."

Corrective Measure: the contractor cannot remove all noises caused by water flow and pipe expansion. However, the contractor will correct the system to eliminate "water hammer."

6-7

Plumbing Fixtures

1 yr.

Observation: The bathtub or shower leaks.

Performance Guideline: Bathtubs and showers shall not leak.

Corrective Measure: The contractor will repair bathtub or shower leaks as necessary to meet the performance guideline.

Discussion/Helpful Hints: Proper repair can be affected by sealing areas around tubs and showers. Maintenance of caulk seals is an owner responsibility.

6-8

None

Observation: Plumbing fixtures, appliance, or trim fittings are defective.

Performance Guideline: Plumbing fixtures, appliances, and trim fittings shall comply with their manufacturer's guidelines.

Corrective Measure: None. Defective trim fittings and fixtures are covered under manufacturer's warranty.

6-9

None

Observation: The surface of a porcelain or fiberglass plumbing fixture is cracked or chipped.

Performance Guideline: Cracks and chips in surface of bathtubs and sinks are unacceptable if visible from three feet in normal light.

Corrective Measure: The contractor will not be responsible for repairs unless the damage is reported to the contractor prior to acceptance of the job. If the problem resulted from improper manufacture, then the manufacturer's warranty will take precedence over the contractor's responsibilities.

6-10

1 yr.

Observation: Manufactured marble vanity tops cracks at drains.

Performance Guideline: Vanity tops shall not crack when installed with proper sealants at drain connections.

Corrective Measure: The contractor shall repair any deficiencies to meet the performance guideline within warranty period.

6-11

None

Observation: Water Closet not removing waste.

Performance Guideline: None

Corrective Measure: More than one flush may be required.

Discussion/Helpful Hints: Current federal regulations require manufacturers to produce water closets using maximum 1.6 GPF (gallons per flush), this may not be adequate to remove waste.

6-12 Sanitary Sewer or Septic System 2 yrs.

Observation: Sewers, fixtures, or drains are clogged.

Performance Guideline: Sewers, fixtures, and drains shall operate properly.

Corrective Measure: The contractor will not be responsible for sewers, fixtures, and drain that are clogged because of the owner's actions or negligence. If a problem occurs, the owner should consult the contractor for corrective action. If defective installation is the cause, the contractor is responsible for correcting the problem. If the owner's actions or negligence is the cause, the owner is responsible for correcting the problem. With respect to septic systems, owner actions that constitute negligence under this guideline include but are not limited to the following:

- Connection of sump pump, roof drains, or backwash from a water conditioner into the system.
- Placement of non-biodegradable items into the system.
- Use of a food waste disposer not supplied or approved by the contractor.
- Placement of surfaces not permeable to water over the disposal area of the system.
- Allowing vehicles to drive or park over the disposal area of the system.
- Failure to pump out the septic tank periodically, as required.
- Use which exceeds the system's design standards.

7. Electrical

ARTICLE	WARRANTY PERIOD
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7-1 Fuses and Circuit Breakers 1 yr.

Observation: Fuses blow or circuit breakers trip.

Performance Guideline: Fuses and circuit breakers shall not be triggered by normal usage.

Corrective Measure: The contractor will check wiring circuits for conformity with applicable national, state, or local electrical code requirements. The contractor will correct circuitry not conforming to applicable code specifications.

7-2 1 yr.

Observation: Ground fault interrupter (GFI) trips frequently.

Performance Guideline: Ground fault interrupters are safety devices installed as part of the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.

Corrective Measure: The contractor will install ground fault interrupters in accordance with approved electrical codes. Tripping is to be expected and is not covered unless it is caused by defective installation.

7-3 Outlets and Lights 1 yr.

Observation: Electrical outlets, switches, or fixtures malfunction.

Performance Guideline: All electrical outlets, switches, and fixtures shall operate as designed.

Corrective Measure: The contractor will repair or replace malfunctioning electrical outlets, switches, and fixtures, if supplied and installed by the contractor.

7-4

2 yrs.

Observation: Wiring fails to carry its designed load.

Performance Guideline: Wiring shall be capable of carrying the designed load for normal residential use.

Corrective Measure: The contractor will check the wiring for conformity to applicable local, state, or approved national electrical code requirements. The contractor will repair wiring not conforming to code specifications.

7-5

1 yr.

Observation: Ceiling fan vibrates excessively and is noisy.

Performance Guideline: The contractor shall install fans per the manufacturer's specifications including blade balances.

Corrective Measure: The contractor shall repair any fan installation not in accordance with manufacturer's specification if supplied and installed by the contractor.

7-6

1yr.

Observation: Exhaust fans are ducted to attic or crawl space.

Performance Guideline: Fans shall be ducted to roof louver, soffit vent or crawl space.

Corrective Measure: The contractor shall repair to meet performance guideline.

7-7

None

Observation: Interior and exterior light fixtures tarnish.

Performance Guideline: Finishes on light fixtures may be covered under manufacturer's warranty.

Corrective Measure: None.

Discussion/Helpful Hints: Metallic finishes on light fixtures can be expected to tarnish or pit.

7-8

1 yr.

Observation: Receptacle/switch too far off wall.

Performance Guideline: Receptacle/switch cover plate should fit 1/16 inch against the wall.

Corrective Measure: Contractor will repair to meet performance guideline.

8. Interior Climate Control

ARTICLE	WARRANTY PERIOD
8-1 Air Infiltration and Drafts	1 yr.
Observation: Air infiltrates around doors and windows.	

Performance Guideline: Some infiltration is usually noticeable around doors and windows especially during high winds.

Corrective Measure: The contractor shall repair to meet the performance guideline as established by the manufacturer.

8-2

None

Observation: Drafts come through electrical outlets.

Performance Guideline: Electrical junction boxes on exterior walls may allow cold air to flow through or around an outlet into a room. It may not be possible to eliminate this completely.

Corrective Measure: None.

Discussion/Helpful Hints: The owner may need to install foam insulation pads under switch and outlet plates to help decrease drafts.

8-3

Ventilation

1 yr.

Observation: The attic or crawl space is inadequately ventilated.

Performance Guideline: The attic and crawl space shall be ventilated as required by the applicable building code.

Corrective Measure: The contractor will provide for adequate ventilation. The contractor is not responsible for actions by the owner that interfere with the ventilation system.

8-4

Humidity Control and Condensation

1 yr.

Observation: Condensation or frost appears on windows.

Performance Guideline: Windows will collect condensation on their interior surfaces when extreme temperature differences and high humidity levels occur. Condensation usually results from humid conditions within the home that are created by the owner or during the curing process in a new space.

Corrective Measure: Unless the window condensation or frost is directly attributed to faulty installation, it usually result from condition beyond the control of the contractor. No corrective action is required.

Discussion/Helpful Hints: Occasional condensation is common and is therefore not a defect. It is the homeowner's responsibility to maintain proper humidity.

8-5

Air-Distribution System

None

Observation: The ductwork makes noises.

Performance Guideline: When metal is heated, it expands, and when cooled, it contracts. The resulting "ticking" or "crackling" sounds generally are to be expected and do not constitute a defect.

Corrective Measure: None.

8-6

1 yr.

Observation: The ductwork produces excessively loud noises commonly know as oil canning.

Performance Guideline: 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.

Corrective Measure: The contractor will correct the ductwork to eliminate noise caused by oil canning providing ductwork is accessible without removing surface material.

8-7

2 yrs.

Observation: The ductwork separates or detaches.

Performance Guideline: Ductwork shall remain intact and securely fastened.

Corrective Measure: The contractor will reattach and resecure all separated or unattached ductwork.

8-8

Heating System

1 yr.

Observation: The heating system is inadequate.

Performance Guideline: The heating system shall be capable of producing an inside temperature of 70 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor under local, outdoor winter design conditions as specified in the *ASHRAE Handbook: Fundamentals*.¹ National, state, or local energy codes shall supersede this performance guideline where such codes have been locally adopted.

Corrective Measure: The contractor will correct the heating system to provide the required temperature in accordance with the performance guideline or applicable code specification. However, the owner will be responsible for balancing dampers and registers and for making other necessary minor adjustments.

Discussion/Helpful Hints: For new living spaces created by remodeling jobs, heating guidelines may not apply to areas where living space has been created without resizing the HVAC system.

8-9

Central Air-Conditioning System

1 yr.

Observation: Cooling of rooms is inadequate.

Performance Guideline: If air-conditioning is installed by the contractor, the cooling system shall be capable of maintaining a temperature of 78 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor under local outdoor summer design conditions as specified in the *ASHRAE Handbook: Fundamentals*.² In the case of outside temperatures exceeding 95 degrees Fahrenheit, the system shall keep the inside temperature 15 degrees Fahrenheit cooler than the outside temperature. National, state, or local codes shall supersede this guideline where such codes have been locally adopted.

Corrective Measure: The contractor will correct the cooling system to provide the required temperature in accordance with the performance guideline or applicable code specifications.

Discussion/Helpful Hints: For new living spaces created by remodeling jobs, cooling guidelines may not apply to areas where living spaces has been created without the resizing the HVAC system.

8-10

1 yr.

Observation: Condensation lines clog.

Performance Guideline: None

Corrective Measure: Condensation lines will eventually clog under normal use. The contractor will provide unobstructed condensation lines at the time the job is accepted. The owner is responsible for maintaining them in that condition.

8-11

1 yr.

Observation: Refrigerant lines leak.

Performance Guideline: Refrigerant lines shall not leak during normal operation.

Corrective Measure: The contractor will repair leaking refrigerant lines and recharge the air-conditioning unit unless the damage was caused by the owner's actions or negligence.

8-12

1 yr.

Observation: There is condensation on the outside of air handlers and ducts.

Performance Guideline: Air handlers and ducts will collect condensation on their interior surfaces when extreme temperature differences and high humidity level occur. Condensation usually results from humid conditions within the home that are created by the owner or during the curing process in a new space.

Corrective Measure: Unless the condensation or frost is directly attributed to faulty installation, it usually results from conditions beyond the control of the contractor. No corrective action is required.

9. Interior

ARTICLE	WARRANTY PERIOD
9-1 Interior Doors	1 yr.

Observation: Interior doors are warped.

Performance Guideline: Interior doors (full openings) shall not warp in excess of 1/4 inch.

Corrective Measure: The contractor will correct or replace and refinish defective doors to match existing doors as nearly as practical during the warranty period.

Discussion/Helpful Hints: In bathroom or utility areas, exhaust fans or an open window must be used to remove moisture to eliminate warpage of door units. If customer is responsible for painting the door, the builder is not responsible if the door is not painted to manufacturer's specifications.

9-2

1 yr.

Observation: By-pass/bifold doors come off tracks during normal operation.

Performance Guideline: By-pass/bifold doors shall slide properly on their tracks at the time the job is accepted. Cleaning and maintenance necessary to preserve proper operation are the owner's responsibility.

Corrective Measure: The contractor will repair any by-pass/bifold door that will not stay on its track during normal operation, one time during the warranty period.

Discussion/Helpful Hints: Proper operation should be verified by the owner and the contractor at the time the job is accepted.

9-3

1 yr.

Observation: Pocket doors rubs in pocket during normal operation.

Performance Guideline: Pocket doors shall not rub in their pockets during normal operation.

Corrective Measure: The contractor will repair the pocket door to meet the performance guideline, one time during the warranty period.

9-4

1 yr.

Observation: Wooden door panel shrinks and splits.

Performance Guideline: Wooden door panels shall not split to the point where light is visible through the door.

Corrective Measure: The contractor will fill splits in the door panel with wood filler and match paint or stain as closely as practical.

9-5

1 yr.

Observation: Door rubs on jambs or contractor-installed floor covering, or latch does not work.

Performance Guideline: Doors shall operate smoothly and door latches shall operate correctly.

Corrective Measure: The contractor will repair the door and the door latch as necessary to meet the performance guideline.

9-6

1 yr.

Observation: Door drags on contractor-installed carpet.

Performance Guideline: Doors shall not drag on carpet.

Corrective Measure: The contractor will repair the door to meet the performance guideline.

Discussion/Helpful Hints: If the contractor installs the door over pre-existing carpeting, the contractor is responsible for meeting the performance guideline.

9-7

1 yr.

Observation: Door edge is not parallel to door jamb.

Performance Guideline: Where the contractor installs the door frame and door, the door edge shall be within 1/8 inch of parallel to the door jamb. Where the contractor installs the door in an existing frame that is out of square, the guideline does not apply.

Corrective Measure: The contractor will adjust the door as necessary to meet the guideline.

9-8

1 yr.

Observation: Door swings open or closed by the force of gravity.

Performance Guideline: Doors shall not swing open or closed by the force of gravity alone. For remodeling projects, this guideline does not apply where a door is installed in an existing wall that is out of plumb.

Corrective Measure: The contractor will adjust the door as necessary to meet the guideline.

9-9

Interior Stairs (excluding basement)

1 yr.

Observation: Interior stair tread deflects too much.

Performance Guideline: The maximum vertical deflection of an interior stair tread shall not exceed 1/8 inch at 200 pounds force.

Corrective Measure: The contractor will repair the stair to meet the performance guideline.

9-10

1 yr.

Observation: Gaps exist between interior stair risers, treads, and/or skirts or adjacent walls.

Performance Guideline: Gaps between adjoining parts that are designed to meet flush shall not exceed 1/16 inch in width.

Corrective Measure: The contractor will fix the gap with filler or replace parts as necessary to meet the performance guideline.

9-11

1 yr.

Observation: Squeaking stair riser or tread.

Performance Guideline: Loud squeaks caused by a loose stair riser or tread are unacceptable, but totally squeak-proof stair risers cannot be guaranteed.

Corrective Measure: The contractor will refasten any loose risers or treads or take other corrective action to eliminate squeaking to the extent possible within reasonable repair capability without removing treads or ceiling finishes.

Discussion/Helpful Hints: Squeaks in risers or treads may occur when a riser has come loose from the tread and is deflected by the weight of a person and rubs against the nails that hold it in place. Movement may occur between the riser and the tread or other stairway members when one tread is deflected while the other members remain stationary. The performance guideline requires the contractor to make a reasonable attempt to eliminate squeaks without requiring removal of treads or ceiling finishes.

9-12

1 yr.

Observation: Gaps exist between interior stair railing parts.

Performance Guidelines: Gaps between interior stair railing parts shall not exceed 1/16 inch in width.

Corrective Measure: The contractor will ensure that individual parts of the railing are securely mounted. Any remaining gaps will be filled or parts replaced to meet the performance guideline.

9-13

1 yr.

Observation: Wood interior stair railing, balusters and newells

Performance Guideline: Interior stair railings shall be attached to structural members in accordance with applicable codes.

Corrective Measure: The contractor will repair any stair railings as necessary to comply with applicable codes.

9-14

Trim and Moldings

1 yr.

Observation: Gaps at non-metered joints of trim and moldings.

Performance Guideline: Openings at joints in trim and moldings, and at joints between moldings and adjacent surfaces, shall not exceed 1/16 inch in width.

Corrective Measure: The contractor will repair defective joints to meet performance guideline.

9-15

1 yr.

Observation: Nails are not properly set or, where puttied, nail holes are not properly filled.

Performance Guideline: Setting nails and filling nail holes are considered part of painting and finishing.

Corrective Measure: Where the contractor is responsible for painting, the contractor shall take action necessary to meet the performance guideline.

Discussion/Helpful Hints: Puttying of nail holes in base and trim molding installed in unfinished rooms and areas not exposed to view (such as inside of closets) are not included in this guideline.

9-16

Observation: Trim or molding miter edges do not meet.

Performance Guideline: Gaps between miter edges in trim and molding shall not exceed 1/16 inch.

Corrective Measure: The contractor will repair gaps that do not meet the performance guideline. Caulking or puttying with materials compatible to the finish are acceptable.

9-17

1 yr.

Observation: Interior trim is split.

Performance Guideline: Splits, cracks, and checking are inherent characteristics of all wood products.

Corrective Measure: The contractor shall be responsible for filling with compatible materials.

9-18

1 yr.

Observation: Hammer marks are visible on interior trim.

Performance Guideline: Hammer marks on interior trim shall not be visible from a distance of 6 feet under normal lighting conditions.

Corrective Measure: The contractor will fill hammer marks and refinish or replace affected trim to meet the performance guideline. Refinished or replaced areas may not match surrounding surfaces exactly.

9-19 Cabinets and Counter Tops**1 yr.****Observation:** Cabinets do not meet ceiling or walls.**Performance Guideline:** Gaps in excess of 1/16 inch are unacceptable.**Corrective Measure:** The contractor will repair the gap with caulk, putty, or scribe molding, or will reposition/reinstall cabinets to meet the performance guideline.**9-20****Observation:** Cabinets do not line up with each other.**1 yr.****Performance Guideline:** Cabinet frames more than 1/16 inch out of line, and cabinet height more than 1/16 inch to adjacent cabinets are unacceptable, unless the owner and the contractor agree to disregard the guideline in order to match or otherwise compensate for preexisting conditions.**Corrective Measure:** The contractor will make necessary adjustments to meet the performance guideline.

Discussion/Helpful Hints: When remodeling in rooms with out-of-plumb walls or out-of-level floors and ceiling, "square" cabinets cannot be installed parallel to walls and ceilings and still keep the cabinets on line. For example, if the floor is not level and the installer measures up from it, "snaps" a line on which to place the tops of the wall cabinets, then plumbs the first cabinet, one corner of the cabinet will leave the line, and the bottom corners of successive cabinets will not be in line. Similarly, cabinets will not line up with each other if they are installed on a level line, starting against an out of plumb wall instead of being plumbed. The contractor should explain the aesthetic options and let the owner decide which one is preferred.

9-21**1 yr.****Observation:** Cabinet is warped.**Performance Guideline:** Cabinet warpage shall not exceed 1/4 inch as measured from the face frame to the point of furthest warpage.**Corrective Measure:** The contractor will correct or replace the cabinet as necessary to meet the performance guideline.**9-22****1 yr.****Observation:** Cabinet doors and drawers are warped.**Performance Guideline:** Cabinet warpage shall not exceed 1/4 inch as measured from the face frame to the point of furthest warpage, with the door or drawer front in closed position.**Corrective Measure:** The contractor will correct or replace doors and drawer fronts as necessary to meet the performance guideline.**9-23****1 yr.****Observation:** Cabinet doors or drawers bind.**Performance Guideline:** Cabinet doors and drawers shall open and close with reasonable ease.**Corrective Measure:** The contractor will adjust or replace doors and drawers as necessary to meet the performance guideline.

9-24

1 yr.

Observation: Cabinet doors will not stay closed.

Performance Guideline: The catches or closing mechanisms for cabinet doors shall be adequate to hold the doors in a closed position.

Corrective Measure: The contractor will adjust or replace the door catches or closing mechanisms as necessary to meet the performance guideline.

9-25

1 yr.

Observation: The joints of high pressure laminates on countertops are delaminated.

Performance Guideline: Countertops fabricated with high pressure laminates on countertops are delaminated.

Corrective Measure: The contractor will repair or replace delaminated coverings.

9-26

1 yr.

Observation: The surface of high pressure laminates on countertops is scratched, cracked or chipped.

Performance Guideline: Countertops shall be free of cracks and chips at the time the job is accepted. Cracks or chips occurring after acceptance of the job are the owner's responsibility.

Corrective Measure: The contractor will repair or replace cracked or chipped countertops only if they are reported prior to acceptance of the job.

9-27

1 yr.

Observation: Scratches on solid surface countertops.

Performance Guideline: Solid surface countertops shall be free of scratches at time of acceptance of the project.

Corrective Measure: The contractor shall repair to meet the performance guideline.

9-28

1 yr.

Observation: Countertops are not level.

Performance Guideline: Counter tops shall be no more than 3/8 inch in 10 feet out of parallel with the floor. For remodeling projects where the floor is out of level, the counter top may be installed proportionately out of level.

Corrective Measure: The contractor will make necessary adjustments to meet the performance guideline.

Discussion/Helpful Hints: For remodeling projects, counter tops are almost always on a plane parallel to the floor and ceiling because the cabinets supporting the top are exactly the same height. Shimming and leveling the tops when the floor is out of level may be aesthetically unacceptable to the owner. Prior to construction, the contractor should explain the problem and allow the owner to decide between tops that are out of level or not parallel to the floor.

9-29

None

Observation: Color variation in wood finish.

Performance Guideline: Variation in wood color is a natural condition.

Corrective Measure: None

Interior Wall Finish

9-30 Gypsum Wallboard 1 yr.

Observation: Nail pops, blisters, or other blemishes are visible on finished walls or ceilings.

Performance Guideline: Any such blemishes that are readily visible from a distance of 6 feet under normal lighting conditions are unacceptable. However, there must be four or more nail pops per location.

Corrective Measure: The contractor will repair such blemishes only once during the warranty period. The contractor is not required to repair defects that are covered by wallpaper and, therefore, not visible. Contractor to match colors as closely as possible but makes not guarantees to matching existing wall.

9-31 1 yr.

Observation: Cracked corner bead, excess joint compound, trowel marks or blisters in tape joints on drywall surfaces.

Performance Guideline: Defects resulting in cracked corner bead, trowel marks, excess joint compound or blisters in tape are unacceptable.

Corrective Measure: The contractor shall repair to meet the performance guideline one time within warranty period.

9-32 Paint, Stain, and Varnish 1 yr.

Observation: Mildew or fungus is visible on interior painted surfaces.

Performance Guideline: Painted and finished surfaces shall be free of observable mildew and fungus at the time the job is completed. However, mildew or fungus may form on painted surfaces over time because of heat and moisture.

Corrective Measure: The contractor will remove mildew and fungus before completion of the job. Subsequent mildew or fungus formation is a condition the contractor cannot control. The owner is responsible for future cleaning of the painted item as necessary to prevent or remove mildew and fungus.

9-33 1 yr.

Observation: Varnish or lacquer finishes have deteriorated.

Performance Guideline: Clear finishes on interior woodwork shall not deteriorate during the warranty period. However, clear finishes used on exterior surfaces may deteriorate rapidly, and they are not covered by this performance guideline.

Corrective Measure: The contractor will retouch affected areas of clear-finish interior woodwork and match the original finish as closely as practical. Colors may vary.

Discussion/Helpful Hints: Finishes on window sills with south facing exposure may deteriorate due to climatic conditions.

9-34

Observation: Standard interior paint does not "cover" the underlying surface.

Performance Guideline: The surface being painted shall not show through new paint when viewed from a distance of 6 feet under normal lighting conditions.

Corrective Measure: The contractor will recoat as necessary to meet the guideline and match surrounding areas as closely as practical when standard colors as used.

9-35

1 yr.

Observation: Interior surfaces are paint spattered.

Performance Guideline: Paint spatters shall not be readily visible on walls, woodwork, floors, other interior surfaces when viewed from a distance of 6 feet under normal lighting conditions.

Corrective Measure: The contractor will remove paint spatters to meet the guideline.

9-36

1 yr.

Observation: Brush marks show on interior painted surfaces.

Performance Guideline: Brush marks shall not be readily visible on interior painted surfaces when viewed from a distance of 6 feet under normal lighting conditions.

Corrective Measure: The contractor will refinish as necessary to meet the guideline and match surrounding areas as closely as practical.

9-37

1 yr.

Observation: Lap marks show on interior paint or stain.

Performance Guideline: Lap marks shall not be readily visible on interior paint or stain when viewed from a distance of 6 feet under normal lighting conditions.

Corrective Measure: The contractor will refinish as necessary to meet the guideline and match surrounding areas as closely as practical.

9-38

1 yr.

Observation: Interior painting, staining, or refinishing is required because of repair work.

Performance Guideline: A perfect match between original and new paint cannot be expected. Repairs required under these performance guidelines shall be finished to match the immediate surrounding areas as closely as practical.

Corrective Measure: The contractor is only responsible for painting if it was part of the original contract. Where the majority of the wall or ceiling areas is affected, the area will be painted from breakline to breakline. The contractor is not required to paint an entire room. The contractor is only responsible if they painted the home in the original contract.

9-39

Wallpaper and Vinyl Wall Coverings

1 yr.

Observation: The wall covering is peeling.

Performance Guideline: The wall covering shall not peel off the walls.

Corrective Measure: The contractor will reattach or replace the loose wall covering.

9-40

None

Observation: Patterns in wall coverings are mismatched at the edges.

Performance Guideline: Patterns in wall coverings shall match unless installed on existing (remodeling job only) out-of-plumb walls or where trim is not square with corners. Defects in the patterns themselves is the manufacturer's responsibility.

Corrective Measure: None

10. Floor Finishes

ARTICLE	WARRANTY PERIOD
<p>10-1 Carpeting Observation: Carpet does not meet at the seams.</p> <p>Performance Guideline: It is not unusual for carpet seams to show. However, a visible gap at the seams is not acceptable.</p> <p>Corrective Measure: If the carpet was installed by the contract, the contractor will eliminate visible gaps at carpet seams.</p>	1 yr.
<p>10-2 Observation: Carpeting loosens, or the carpet stretches.</p> <p>Performance Guideline: When stretched and secured properly, wall-to-wall carpeting installed as the primary floor covering shall not come up, loosen, or separate from the points of attachments.</p> <p>Corrective Measure: If the carpeting was installed by the contractor, the contractor will restretch or resecure the carpeting as necessary to meet the guideline.</p>	1 yr.
<p>10-3 Observation: Spots or minor fading are visible on the carpet.</p> <p>Performance Guideline: Exposure to natural light may cause spots on and minor fading of the carpet.</p> <p>Corrective Measure: None</p>	None
<p>10-4 Observation: Dead spots appear in padding areas below carpet surface.</p> <p>Performance Guideline: Carpeted areas shall have full coverage of pad consistent throughout the flooring area.</p> <p>Corrective Measure: The contractor will repair any deficiencies to meet performance guidelines.</p>	1 yr.
<p>10-5 Roll Vinyl and Resilient Tile Flooring Observation: Nail pops appear on the surface of resilient flooring.</p> <p>Performance Guideline: Readily visible nail pops on resilient flooring are not acceptable.</p>	1 yr.

Corrective Measure: The contractor will repair the nail pops that are readily visible from 6 feet under normal lighting conditions.

10-6

1 yr.

Observation: Depressions or ridges appear in resilient flooring because of subfloor irregularities.

Performance Guideline: Readily apparent depressions or ridges exceeding 1/8 inch shall be repaired. The ridge or depression measurement is taken with the gap at one end of a 6-inch straightedge centered over the depression or ridge with 3 inches of the straightedge held tightly to the floor on one side of the defect.

Corrective Measure: The contractor will take corrective action as necessary to bring the defect within the acceptable tolerance so that the depression or ridge is not readily visible and more than 1/8 inch. The contractor will not be responsible for discontinued patterns or color variations when replacing the floor covering.

10-7

1 yr.

Observation: Resilient flooring loses adhesion.

Performance Guideline: Resilient flooring shall not lift, bubble, or detach.

Corrective Measure: At the contractor's option, the contractor will repair or replace the affected resilient flooring as necessary. The contractor is not responsible for discontinued patterns or color variations when replacing the floor covering.

10-8

1 yr.

Observation: Seams or shrinkage gaps show at resilient flooring joints.

Performance Guideline: Gaps at joints in resilient flooring shall not exceed 1/16 inch in width. Where dissimilar materials abut, the gap shall not exceed 1/8 inch.

Corrective Measure: At the contractor's option, the contractor will repair or replace the resilient flooring as necessary to meet the performance guideline. The contractor will not be responsible for discontinued patterns or color variations when replacing the floor covering.

Discussion/Helpful Hints: Proper repair can be affected by sealing with seam sealer.

10-9

1 yr.

Observation: Bubbles appear on roll vinyl flooring.

Performance Guideline: Bubbles resulting from trapped air that protrude higher than 1/16 inch from the floor are not acceptable.

Corrective Measure: The contractor will repair the floor to meet the guideline.

Discussion/Helpful Hints: The performance guideline does not apply to perimeter attached vinyl floors.

10-10 1 yr.

Observation: Patterns on roll vinyl flooring are misaligned.

Performance Guideline: Patterns at seams between adjoining pieces shall be aligned to within 1/8 inch.

Corrective Measure: The contractor will correct the flooring to meet the performance guideline.

10-11 1 yr.

Observation: Resilient floor tiles are loose.

Performance Guideline: Resilient floor tiles shall be securely attached to the floor.

Corrective Measure: The contractor will attach loose resilient floor tiles securely to the floor. The old adhesive will be removed if necessary to resecure the tiles.

10-12 1 yr.

Observation: Corners or patterns of resilient floor tiles are misaligned.

Performance Guideline: The corners of adjoining resilient floor tiles shall be aligned to within 1/8 inch. Misaligned patterns are not covered unless they result from improper orientation of the floor tiles.

Corrective Measure: The contractor will correct resilient floor tiles with misaligned corners to meet the performance guideline.

10-13

Observation: Yellowing appears on surface of vinyl sheet goods.

Performance Guideline: The contractor shall install vinyl flooring per manufacturer's specifications.

Corrective Measure: Yellowing from a manufacturer's defect is not covered by the contractor.

10-14 **Wood Flooring** 1 yr.

Observation: Gaps exist between strip hardwood floor boards.

Performance Guideline: Gaps between strip hardwood floor boards shall not exceed 1/8 inch in width.

Corrective Measure: The contractor will repair gaps that do not meet the performance guideline.

Discussion/Helpful Hints: Proper repair can be affected by filling the gap. Relative humidity of the home can cause noticeable fluctuations in gaps between floor boards. This is a normal phenomenon in spaces that experience significant shifts in humidity. The owner is responsible for maintaining proper humidity levels in the home.

10-15

1 yr.

Observation: Strip hardwood floor boards are cupped, flooring buckles from substrate.

Performance Guideline: Hardwood floor will not become loose from substrate. Cups in strip hardwood floor boards shall not exceed 1/16 inch in height 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 contractor is not covered.

Corrective Measure: The contractor will correct or repair to meet the guideline.

10-16

1 yr.

Observation: Excessive lippage is located at junction of prefinished wood flooring products.

Performance Guideline: Lippage greater than 1/16 inch is considered excessive.

Corrective Measure: The contractor will repair to meet performance guideline.

10-17

1 yr.

Observation: Voids in the floor finish.

Performance Guideline: Voids or "holidays" that are readily visible from a distance of 6 feet under normal lighting conditions are unacceptable.

Corrective Measure: The contractor will repair to meet performance guideline.

10-18

1 yr.

Observation: Top coating on hardwood flooring has peeled.

Performance Guideline: Field applied coating shall not peel during normal usage. Prefinished coatings are the manufacturer's responsibility.

Corrective Measure: The contractor shall refinish any field applied finishes that have peeled.

10-19

1 yr.

Observation: Crowning of strip flooring has occurred.

Performance Guideline: Crowning in strip flooring shall not exceed 1/16 inch in depth in a 3-inch maximum span when measured perpendicular to the long axis of the board. Crowning caused by moisture beyond the control of the contractor is not covered.

Corrective Measure: The contractor will repair to meet performance guideline.

10-20

1 yr.

Observation: Knots and color variation of strip hardwood flooring.

Performance Guideline: The contractor will install the grade of hardwood as specified by the project. All wood should be consistent with grading stamp as specified.

Corrective Measure: The contractor shall replace any improperly graded wood.

10-21

1 yr.

Observation: Slivers or splinters appear in strip flooring.

Performance Guideline: Slivers or splinters that occur during the installation of the flooring are unacceptable.

Corrective Measure: The contractor will repair to meet guideline.

Discussion/Helpful Hints: The imperfections that occur during installation can be shaved and the area filled prior to sanding and finishing.

10-22

1 yr.

Observation: "Sticker burn" appears on surface of strip flooring.

Performance Guideline: Discoloration from stacking strips in hardwood flooring is unacceptable in certain grades of flooring.

Corrective Measure: The contractor shall repair or replace areas with sticker burn is not permitted in grade of wood specified.

10-23 **Tile, Brick, Marble, and Stone Flooring**

1 yr.

Observation: Tile, brick, marble, or stone flooring is broken or loose.

Performance Guideline: Tile, brick, marble, and stone flooring shall not crack or loosen.

Corrective Measure: The contractor will replace cracked tiles, bricks, marble, and stone flooring, and resecure loose tiles, bricks, marble, and stone, only if noted on the preinspection report prior to acceptance of home. The contractor is not responsible for discontinued patterns or color variations when replacing tile, brick, marble, or stone flooring.

10-24

1 yr.

Observation: Cracks appear in grouting of tile joints or at junctures with other material such as a bathtub.

Performance Guideline: Cracks in grouting of ceramic tile joints commonly result from normal shrinkage conditions.

Corrective Measure: The contractor will repair grouting, if necessary, one time only during the warranty period. The contractor will not be responsible for color variations or discontinued colored grout. The owner is responsible for regrouting these joints during the life of the home.

Discussion/Helpful Hints: Use of an elastic substance at junctures between tile and other materials is often more effective than grout.

10-25

1 yr.

Observation: There is excessive "lippage" of adjoining marble or ceramic tile

Performance Guideline: "Lippage" greater than 1/8 inch is considered excessive, except where the materials are designed with an irregular height (such as hand-made tile).

Corrective Measure: The contractor will repair to meet performance guidelines.

10-26

1 yr.

Observation: Grout or mortar joints are not a uniform color.

Performance Guideline: Any color variation that is readily visible from a distance of 6 feet under normal lighting conditions is unacceptable.

Corrective Measure: The contractor will repair to meet the performance guideline.

11. Fireplace

ARTICLE	WARRANTY PERIOD
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11-1

1 yr.

Observation: Fireplace or chimney does not consistently draw properly.

Performance Guideline: A properly designed and constructed fireplace and chimney shall function correctly. High winds can cause temporary negative or down drafts. Negative drafts can also be caused by obstructions such as tree branches, steep hillsides, adjoining home, and interior furnaces.

Corrective Measure: The contractor shall correct as necessary if the problem is caused by a design or construction flaw.

11-2

1 yr.

Observation: The chimney is separated from the structure.

Performance Guideline: Newly built fireplaces will often incur slight amounts of separation. The rate of separation from the main structure shall not exceed 1/2 inch in any 10-foot vertical measurement.

Corrective Measure: The contractor will repair gaps that do not meet the performance guideline.

Discussion/Helpful Hints: Proper repair can be affected by caulking unless the cause of the separation is due to a structural failure of the chimney foundation itself. In that case caulking is unacceptable.

11-3

None

Observation: Firebox paint is damaged by a fire in the fireplace.

Performance Guideline: Heat and flames may cause discoloration.

Corrective Measure: None

11-4

None

Observation: Firebrick or mortar joints are cracked.

Performance Guideline: Heat and flames from normal fires can cause cracking.

Corrective Measure: None

11-5

Observation: Electronic ignition gas fireplace will not ignite. No impulse clicking or igniter glow.

Performance Guideline: Electronic ignition fireplaces require 120V line voltage to operate.

Corrective Measure: Check breaker box for intact "on" position. Reset breaker if tripped. Refer to owner's manual or call for service.

11-6

Observation: Electronic ignition gas fireplace will not ignite. Ignition system emits audible click or glow plug glows but no ignition of gas.

Performance Guideline: Possible blockage of burner orifice due to spiders or the like or failure of ignition system. Gas shut off.

Corrective Measure: Check shut off(s) for "on". If no ignition call for service.

11-7

Observation: Piloted ignition gas fireplace will not switch on.

Performance Guideline: Switch system activated by DC power provided by pre-ignited pilot.

Corrective Measure: Check for lit pilot. If unlit, check owner's manual for lighting instructions.

11-8

Observation: Gas fireplace gives off odors.

Performance Guideline: Newly installed gas fireplaces will emit odors of curing paint.

Corrective Measure: Burn fireplace on a continual burn for six (6) hours. Ventilate the room while the fireplace is burning.

11-9

Observation: Glass front of gas fireplace has white haze on inside of glass.

Performance Guideline: Newly installed gas fireplace or gas fireplaces to which new ember material has been added may cause a haze on the glass.

Corrective Measure: Remove glass panel when cold and clean with gas fireplace with recommended cleaner.

12. Landscaping

ARTICLE	WARRANTY PERIOD
<p>12-1 Observation: Tree stumps have been left in disturbed area of property.</p> <p>Performance Guideline: If tree stumps were on the property in the disturbed area prior to the acceptance of the construction, the contractor is responsible.</p>	<p>1 yr.</p>

Corrective Measure: The contractor will remove the stump from the area by onsite burying or removal from the property.

12-2 None

Observation: Dead shrubs, plants, trees, or sod planted in disturbed area of property.

Performance Guideline: Any shrub, plant, tree, or sod planted by the contractor that are alive on acceptance of construction and die after that acceptance are the responsibility of the homeowner.

Corrective Measure: None

12-3 None

Observation: Outdoor plants moved during work die after project is completed.

Performance Guideline: Plants that must be physically transported during the work shall be moved, maintained, and replanted by owner. Guarantee of transplanted on site plants rarely if ever happens.

Corrective Measure: None.

Discussion/Helpful Hints: The contractor shall not be responsible for delays in the schedule when plants are moved by the owner.

12-4 1 yr.

Observation: Outdoor plants/trees that are installed by the contractor die after project is completed.

Performance Guideline: Plants shall not die during the warranty period. Plants that die from owner negligence are not covered.

Corrective Measure: The contractor will replace dead plants with plants of like kind and size or as close as reasonably available.

12-5 None

Observation: Native trees are damaged or die.

Performance Guideline: The health of native trees can be affected by changes in water table, ground level and density of soil around the root system as well as damage to bark from heavy equipment.

Corrective Measure: There is no way to completely ensure the continued growth of native trees after construction of a home on a wooded site. The homeowner can minimize the impact of construction by requesting that the stands of native trees be left completely untouched by site development. Since construction requires the use of heavy equipment, some damage can be expected when building on wooded sites. The contractor will cut back the bark on damaged trees and try to "well or "mound" to leave trees as close to original grade as possible. The contractor cannot be responsible for the life or health of native trees and removal of damaged or dead trees will be a homeowner responsibility.

13. Wood Decks

ARTICLE	WARRANTY PERIOD
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13-1
Observation: Wood deck is springy or shaky.

Performance Guideline: All structural members in a wood deck shall be sized, and fasteners spaced, according to appropriate building codes, National Forest Products Association span tables, or a higher guideline agreed upon before construction by the owner and the contractor.

Corrective Measure: The contractor will reinforce or modify, as necessary, any wood deck not meeting the guideline.

Discussion/Helpful Hints: Deflection may indicate insufficient stiffness in the lumber, or may reflect an aesthetic consideration independent of the strength and safety requirements of the lumber. Joists and rafters are required to meet standards for both stiffness and strength. The span table allow, under full design loadings, a maximum deflection equal to 1/360th of the span for floor (3/8 inch in 12 feet). Individuals clients may not be satisfied with the deflection limits built into the tables. When a customer's preference is made known before construction, a higher standard may be agreed upon by the contractor and the owner.

13-2

1 yr.

Observation: Spaces between decking are not uniform.

Performance Guideline: The spaces on opposite sides of the individual deck boards shall not differ in average width by more than 3/16 inch at the time the project is accepted unless otherwise specified by owner.

Corrective Measure: The contractor will realign or replace decking boards to meet the guideline.

Discussion/Helpful Hints: The spaces will naturally tend to change over time because of shrinkage and expansion of individual boards. The contractor is only responsible for correct spacing at the time of installation.

13-3

1 yr.

Observation: Railings on wood decking and railing contain slivers in exposed areas.

Performance Guideline: Railings on wood decks shall not contain slivers longer than 1/8 inch in exposed areas at the time the job is accepted.

Corrective Measure: The contractor will repair railings as necessary to remove slivers prior to acceptance of the job. Repair of slivers after acceptance of the job is an owner maintenance responsibility.

Discussion/Helpful Hints: Slivers can develop from weathering of unprotected wood. Proper finishing of wood surfaces helps prevent slivers from forming.

13-4

1 yr.

Observation: Wood deck is out of level.

Performance Guideline: No point on the deck surface shall be more than 1/2 inch higher or lower than any other deck surface point within 10 feet on a line parallel to the house, or proportional multiples of the preceding dimensions, unless the owner and contractor agree to intentionally build a wood deck out of level in order to match or compensate for inaccuracies in the existing structure.

Corrective Measure: The contractor will repair the deck as necessary to meet the performance guideline.

Discussion/Helpful Hints: A slope of approximately 1/8 inch per foot is desirable in the perpendicular direction to shed water and prevent ice build-up.

13-5

1 yr.

Observation: Wood decking boards are split, warped, or cupped.

Performance Guideline: At the time the job is accepted, splits, warps, and cups in wood decking boards shall not exceed the allowances established by the official grading rules issued by the agency responsible for the lumber species used for the deck boards, including but not limited to Southern Pine Inspection Bureau, Western Wood Products Association, West Coast Lumber Inspection Bureau, Redwood Inspection Service, and Northeastern Lumber Manufacturers Association.

Corrective Measure: The contractor will replace decking boards as necessary to meet the performance guideline.

13-6

1 yr.

Observation: Stain color variations are on wood deck.

Performance Guideline: Stain color variations are not acceptable if they result from improper stain application or failure to mix the stain properly. Stain color variations resulting from other causes-such as weathering or varying porosity of the wood used to build the deck -are normal and are not covered by this guideline.

Corrective Measure: The contractor will re-stain to meet the performance guideline.

13-7

1 yr.

Observation: Wood decking board has nail head protruding.

Performance Guideline: Nail heads shall not protrude from the floor of the wood deck during the warranty period.

Corrective Measure: The contractor will refasten nails with heads protruding from the floor of the deck so that the heads are flush with the surface.

Discussion/Helpful Hints: Nails should be driven flush when the deck is installed, but they may pop from the deck over time as the wood shrinks and expands.

13-8

1 yr.

Observation: Nails on wood deck are "bleeding."

Performance Guideline: Nail stains extending more than 1/2 inch from the nail and readily visible from a distance of more than 3 feet are not acceptable.

Corrective Measure: The contractor will eliminate nail stains to meet the performance guideline.

Discussion/Helpful Hints: This guideline does not apply if "natural weathering" or semi-transparent stains are specified.

13-9

1 yr.

Observation: Wood deck railing lacks sufficient rigidity.

Performance Guideline: Wood deck railings shall be attached to structural members in accordance with applicable codes.

Corrective Measure: The contractor will repair wood deck railings as necessary to comply with applicable codes.

14. Miscellaneous

ARTICLE	WARRANTY PERIOD
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14-1

1 yr.

Observation: Garage doors allow entry of snow or water.

Performance Guideline: Garage doors shall be installed as recommended by the manufacturer. Some snow or water can be expected to enter under unusual conditions.

Corrective Measure: The contractor will adjust or correct garage doors to meet the performance guideline.

14-2

1 yr.

Observation: Garage doors fail to operate properly under normal use.

Performance Guideline: Garage doors shall operate properly

Corrective Measure: The contractor will correct or adjust garage doors as required, except where the owner's actions or negligence caused the problem.

15. Structural System

ARTICLE	WARRANTY PERIOD
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15-1

6 years

Observation: The home will be free from latent major structural defects.

Performance Guideline: The home will not have latent major structural defects as defined below, and that constitute: a) defective workmanship performed by the contractor, and agent or the contractor or subcontractor of the contractor; b) defective materials provided by Builder, and agent of the contractor or subcontractor of the contractor; or c) defective design, provided by an architect, landscape architect or other design professional engaged solely by the contractor. Workmanship, materials, and design will be considered to be defective if they fail to meet or exceed the relevant standards and specifications of the New York State Uniform Fire Prevention and Building Code, or if they fail to meet the definition of a major structural defect as stated above. A Major Structural Defect is a defect resulting in actual physical damage to the following load-bearing portions of the home caused by failure of such loadbearing portions which affects their loadbearing functions to the extent that the Home becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings, beams girders, lintels, columns, walls and partitions, floor systems, and roof framing systems. Damage to the following non-load bearing portions of the Home do not constitute a Materials Defect for the Material Defect coverage: roofing and sheathing; drywall and plaster; exterior siding; brick, stone and stucco veneer; floor covering materials; wall tile and other wall coverings; non-load bearing walls and partitions; concrete floors in attached garages and basements that are built separately from foundation walls or other structural elements of the Home; electrical, plumbing, heating, cooling and ventilation systems;

appliances, fixtures and items of equipment; paint; doors and windows; trim; cabinets and counters; hardware; insulation; walks, driveways; plantings; planting beds; retaining walls.

Corrective Measure: Contractor will at its sole option repair, replace or pay the owner the reasonable cost of repairing or replacing the structural defect to meet this standard.

Publication Source*

The Residential Construction Performance Guidelines ("Guidelines") replace the Rochester Home Builders' Association's 1989 Warranty Standards. The Guidelines are a product of the National Association of Home Builders Guidelines, the 1989 Warranty Standards and local practice. The Guidelines reflect the locally accepted building practices and are meant to govern in those instances when the New York State Building Code does not provide relevant, specific standards with which to measure defects in construction of residential dwellings. The Guidelines are intended to be used with the Rochester Home Builders' Association Limited Warranty.