

	Part   page no.
<b>PART I: CONSTRUCTION STANDARDS GUIDE</b> .....	<b>1</b>
A. INTRODUCTION .....	1
SECTION 1: STAGES OF CONSTRUCTION .....	4
1.1 The Preconstruction Process .....	4
1.2 Start of Construction .....	4
1.3 Completion of Construction .....	4
1.4 Presettlement Meeting / Occupancy .....	4
1.5 Local Government Authority .....	4
SECTION 2: UTILITIES.....	4
SECTION 3: EASEMENTS AND RESTRICTIVE COVENANTS .....	5
SECTION 4: CONSTRUCTION SPECIFICATIONS .....	5
SECTION 5: SITE/LOT .....	6
5.1 Lot Line and Staking.....	6
5.2 Site Preparation.....	6
5.3 Clearing.....	6
5.4 Excavation.....	6
5.5 Site Drainage .....	7
5.6 Grading .....	7
SECTION 6 WATER/SEWER.....	8
6.1 Sewers .....	8
6.2 Septic .....	9
6.3 Sump Pump .....	9
6.4 Individual Water Wells .....	9
SECTION 7: BASEMENTS AND FOUNDATIONS .....	10
SECTION 8: FRAMING.....	11
SECTION 9: PLUMBING.....	11
SECTION 10: HEATING.....	12
SECTION 11: ELECTRICAL.....	13
SECTION 12: INSULATION .....	13
SECTION 13: DRYWALL.....	14
SECTION 14: FINISH TRIM CARPENTRY .....	14
SECTION 15: PAINT AND STAIN.....	15
15.1 Interior Paint and Stain.....	15
15.2 Exterior Paint and Stain .....	15
SECTION 16: LANDSCAPING .....	16
SECTION 17: CONCRETE .....	16
SECTION 18: EXTERIOR FINISHES .....	17
SECTION 19: GUTTERS AND DOWNSPOUTS .....	17
SECTION 20: WINDOWS.....	18
SECTION 21: EXTERIOR DOORS .....	18
SECTION 22: FLOORING .....	19
22.1 Wood Flooring .....	19
22.2 Resilient Flooring.....	19
22.3 Hard-Surface Flooring.....	20
22.4 Carpet .....	20
SECTION 23: FIREPLACES.....	20
SECTION 24: ROOFING .....	21
SECTION 25: HARDWARE .....	21

SECTION 26: DRIVEWAYS ..... 22

SECTION 27: DECKS ..... 22

SECTION 28: CAULKING ..... 23

SECTION 29: RESIDENTIAL (KITCHEN) APPLIANCES ..... 23

SECTION 30: COUNTERTOPS ..... 23

SECTION 31: CABINETS ..... 24

SECTION 32: COLOR VARIANCE IN NATURAL AND MANUFACTURED PRODUCTS ..... 24

SECTION 33: SETTLEMENT ..... 24

SECTION 34: WATER/CONDENSATION/HUMIDITY ..... 25

SECTION 35: MOLD ..... 26

SECTION 36: RADON ..... 26

Part II page no.

**PART II: LIMITED HOME WARRANTY ..... 1**

OTHER DEFINITIONS ..... 2

GENERAL PROVISIONS ..... 2

EXCLUSIONS ..... 3

CLAIMS PROCEDURE ..... 4

NOT FOR

Part III page no.

**PART III: MAINTENANCE SCHEDULE ..... 1**

HOMEOWNER MAINTENANCE SCHEDULE ..... 2

OFFICIAL USE

### INTRODUCTION

#### Welcome to your New Home!

We want you to be secure in the knowledge that your new home has been constructed with care by an HBA Registered Builder. In order to protect your investment, a limited warranty has been developed to assure your new home continues to provide you with comfort and security for many years.

Your new home investment is protected by:

- **The Limited Home Warranty** provided by your Builder.
- **Manufacturer's warranties** provided by the manufacturers of the products installed in your home.
- **Homeowner's Insurance** provided by your insurance carrier.
- **Homeowner maintenance** provided by you.

#### Frequently Asked Questions

##### In short, what is the Construction Standards Guide, Limited Home Warranty and Homeowner Maintenance Schedule?

This Guide identifies recommended construction standards to be adhered to by your Builder. This Guide also provides a recommended maintenance schedule to be followed by you. This is not a maintenance agreement. Also, this Guide contains a one-year Limited Home Warranty offered exclusively by

---

Company Name

In addition, the Limited Home Warranty specifically identifies the action your Builder will take in the event of a failure due to a defect in material or workmanship within the scope of the Limited Home Warranty during the one-year warranty period.

##### When does the Limited Home Warranty become effective?

The Limited Home Warranty becomes effective at the final pre-settlement inspection or closing of the home. This is the time when the home is considered complete. The Builder's job is finished and the Builder and its subcontractors are released from any further responsibilities except for those items noted on the pre-settlement inspection report. At this time the responsibility for the home shifts to the homeowner and the warranty period begins.

##### What items are covered by the Limited Home Warranty?

The scope of the Limited Home Warranty is comprehensive in nature and is intended to provide broad coverage. All warranties are limited to some degree and the Limited Home Warranty on your new home is no exception. Some items are not covered by the Limited Home Warranty since, by their very nature, they are beyond the control of the Builder in the construction of the home.

The Limited Home Warranty provides a more detailed list of excluded items however, the following items are listed here to enhance your understanding of the warranty and are examples of typical exclusions from warranty coverage:

1. Nicks, chips, scratches, and dents in paint, walls, woodwork, screens, windows, doors, floors, cabinets, counter tops, sinks, fixtures, mirrors, glass, siding, etc.;
2. Interior paint, stain, or varnish;\*
3. Condensation on windows, skylights, pipes, commodes, cold-air returns, etc.;
4. Damp spots on basement walls or normal shrinkage-settlement cracks;
5. Interior or exterior concrete cracking, spalling or pitting;
6. Septic system performance, maintenance or modification;
7. Water quantity or quality;
8. Shrinkage-settlement cracks in drywall, woodwork, ceramic, counter tops, etc.\*;
9. Minor depressions or standing water on asphalt or concrete drives;
10. Floor squeaks;
11. Ice buildup in gutters or on roofs;
12. Clogged sewers;
13. Longevity of trees, shrubbery, and grass; and
14. Consequential damage.

\*Excluded only after your acceptance of the new home.

This list is not all inclusive but is intended to simply illustrate **typical** exclusions.

### Is there any additional protection from other sources?

Yes, in addition to the Limited Home Warranty, almost all manufacturers offer warranties on their products and many of these warranties could exceed one year. For example, it is not unusual to find 10-year or lifetime warranties today on some products. These are **individual warranties** extended to you by each individual manufacturer. They may provide coverage on windows, doors, siding, roofing, cabinets, appliances, plumbing fixtures, heating/air conditioning equipment and so on. It is important for you to identify and file these warranties for your convenient reference.

### Will I need any other protection for my investment?

Yes, we recommend that you carry homeowner's insurance for protection in the event of accidents, fire or water damage, acts of God, etc. as these items are not covered by a warranty. Your mortgage lender will likely require you to provide this protection.

Certainly one of the best ways to protect your investment is to properly maintain and care for your new home. The Homeowner Maintenance Schedule set forth in this Guide provided by your Builder describes a number of important maintenance activities which will contribute to the longevity and continued performance of your new home.

### What are my responsibilities as a Homeowner?

The homeowner is responsible for all normal home maintenance, proper product use and care according to the manufacturer's recommendations, and any action necessary or desired and where no warranty coverage exists.

The following are examples of typical homeowner responsibilities:

- All re-caulking; interior and exterior, including tubs, showers, counter tops;
- Touch-up spackling and painting of walls and woodwork from normal shrinkage and wear and tear;

# COPY

- Landscaping and seeding as required for erosion control;
- Changing of furnace filters and the balancing of the heating system where applicable;
- Clearing and cleaning traps, sewers and gutters;
- Humidity control;
- Seal asphalt and concrete surfaces;
- Tighten loose water valves, door hardware, etc., as required;
- Reset breakers and change light bulbs; and
- Clean sump pump, if applicable.

This list is not all inclusive but is intended to simply illustrate and clarify **typical** and **normal** home maintenance requirements.

## **How do I determine who is responsible for repair or replacement if something goes wrong?**

Depending on the event, the Builder, manufacturer, insurance carrier or homeowner may be responsible or may share in the responsibility for something that may go wrong. To determine who is responsible, you must understand your various warranties and insurance coverage. If the event is covered by a warranty, then the party offering the warranty is responsible for correcting the problem as provided or set forth in the applicable warranty coverage document. If it is not covered by a warranty, then you or your insurance carrier could be responsible.

To avoid any future question or responsibility, your understanding of how your new home is protected is essential. If you have any questions, don't hesitate to ask your Builder.

## **What action will be taken in the event of a warranty claim?**

The Limited Home Warranty or the manufacturers' warranties specifically address the procedures and actions that will be taken in the event of a failure. Warranty claims on manufacturers' warranties are usually made directly to the manufacturer. As a general rule, an item is not replaced if it can be repaired.

## **You and Your New Home!**

The Limited Home Warranty has been designed to protect your investment in a new home. The Limited Home Warranty also establishes certain reasonable limitations in coverage on items which are beyond the control of the Builder such as negligence by the homeowner, actions of third parties, fire and act of God. Procedures are provided in the Limited Home Warranty to assist you in making a warranty claim should a problem develop within the scope of the Limited Home Warranty. Also, recommended maintenance activities are listed in the Homeowner Maintenance Schedule to be performed by you in order to preserve the quality of your new home.

**May you enjoy many years of comfort and security in your new home!**

**COPY**

## SECTION 1: STAGES OF CONSTRUCTION

### 1.1 THE PRECONSTRUCTION PROCESS

The preconstruction process begins with the buyer's acceptance of a construction contract. During the preconstruction process, the builder begins the preparation of blueprints and site plans, seeks architectural review board (ARB) approval where required, and obtains all zoning and building permits. The builder also secures permission for gas, electrical, water, and sewer tie-ins. At the same time, you may be arranging for financing and completing your selections for options such as carpet, tile, and lighting fixtures. Construction is ready to begin once these details are finalized.

### 1.2 START OF CONSTRUCTION

Typically, the Builder's goal is to start construction as soon as possible following execution of the contract. The estimated start date is usually based on either the amount of time it takes to obtain a mortgage commitment or the amount of time it takes to obtain all the permits and approvals required for construction. The Builder's ability to meet the estimated start date depends on scheduling, the weather and your cooperation, decisiveness, and ability to fulfill your preconstruction obligations in a timely manner.

### 1.3 COMPLETION OF CONSTRUCTION

Due to the number of uncontrolled variables, the Builder can only estimate the completion date. As construction progresses, however, the Builder can more accurately specify the completion date.

### 1.4 PRE-CLOSING MEETING / OCCUPANCY

The homeowner walk-through provides the builder with the opportunity to present your new home to you and to provide you with valuable information on the operation, maintenance, and proper use and care of your new home. Punch list items must be noted at this time.

### 1.5 LOCAL GOVERNMENT AUTHORITY

Each municipality adopts their own standards of construction by adopting codes with state and/or national standards. The local authority is responsible to see that the Builder meets these standards.

## SECTION 2: UTILITIES

### Description

Utilities include gas, electrical, water, telephone, and cable television service. Gas and water service lines are installed below ground. Electrical, telephone, and cable television service lines can be installed either above or below ground.

### Standards and Limitations

All utilities must be installed in accordance with local governmental regulations and the respective utilities. To accommodate utility companies, the Builder will attempt to coordinate the placement of service lines in open trenches. However, if a utility company cannot provide the materials in accordance with the Builder construction schedule, the utility company is responsible for installation.

### Builder's Responsibility

The Builder is responsible for coordinating the installation or upgrading of gas, electric, and water services. The Builder also makes an effort to coordinate the installation of telephone and cable television during the normal course of construction. Interior receptacles for audio systems, computers, telephone and television are installed by the Builder per the contract documents.

### Homeowner's Responsibility

The Homeowner is responsible for arranging changes or upgrades with each utility service, before or during construction, by providing utility companies with the required information such as your address, credit history, etc. The Homeowner or utility company is responsible for maintaining the lines after changes and upgrades have been

completed.

## SECTION 3: EASEMENTS AND RESTRICTIVE COVENANTS

Easements on or adjacent to your lot may have been granted to municipalities or utility companies. They typically include rights-of-way for street and sidewalks and for electrical, telephone, sewer, water and gas utility lines. In some cases, drainage easements control water run-off.

Easements are a matter of record and should be included on your plot plan, the subdivision map, and the recorded plot plan. It is important to remember that the use of land within recorded easements is at the discretion of the municipality or the utility companies.

These easements can affect the locating of an addition on the lot and grading your work site. It is important not to change any grades in your drainage easements or to install any permanent structures in easements.

Sometimes restrictive covenants may have been recorded by the original Homeowner, Builder or developer of the community in which you reside. The covenants are designed to protect the value of your property by prohibiting certain practices such as the keeping of livestock, erecting of fences, etc., without previous approval. The restrictions vary from community to community. Your sales representative can supply you with a copy of any restrictions that apply to your community. All applicable easements and restrictions will be shown in a title report and/or title policy.

In addition, zoning and subdivision regulations apply to your community. Such regulations govern building setback lines, side yards, rear yard minimums, square footage requirements and, in some cases, may cover the extent and type of alterations you can make to your property. Check with your local government authorities if you plan to alter your house or grounds.

## SECTION 4: CONSTRUCTION SPECIFICATIONS

Construction practices and specifications vary from one area to another owing to differences in building sites, local governmental requirements, deed restrictions, labor costs and the final Contract documents, specifications and blueprints. All of these differences can affect the cost of construction and thus the price of a house.

**Building sites** vary in size, price and improvements. Urban lots are often fully improved and typically include asphalt or concrete drives, city sidewalks, sanitary sewer, storm sewer, and water. Rural lots are usually unimproved and typically have stone drives and rely on septic systems and well water. Many variations and combinations are possible.

**The building code** governing the construction of your home may be modeled after the Regional Dwelling House Code (RDHC), the Ohio Basic Building Code (OBBC), the International Residential Code (IRC) and the Council of American Building Officials (CABO) Code. These codes provide minimum requirements of safeguard to life or limb, health, and public welfare and protect the property of one-two-and three-family dwellings. These four (4) major codes can be amended by each governing body (city or township) as deemed fit for local conditions.

**Zoning codes** determine land use. In residential construction, the codes affect lot size, minimum square footage requirements, minimum building line setbacks, single and total side yard and rear yard requirements, and maximum construction height.

**Deed restrictions** are legally enforceable restrictions imposed on land by an owner or developer. Typically, they ensure the development of the neighborhood along intended plans when land is subdivided and developed. The restrictions protect the Homeowner's investment in the home and, ultimately, the marketability of the land.

**Marketing decisions** determine which features are offered as standard features. The builder bases these decisions on marketing research, including demographics, lifestyle studies, and consumer preferences.

## SECTION 5: SITE/LOT

### 5.1 LOT LINE AND STAKING

#### Description

Lot lines are established by a civil engineer during a lot subdivision plotting and approval. The front corners of the property are staked to locate the house on the lot before excavation and installation of the foundation. Stakes are occasionally dislodged during the subsequent grading and completion of construction. Lot corner pins are generally not installed unless required by the local government regulations or contract specifications.

### 5.2 SITE PREPARATION

#### Description

Preparing a site for construction includes providing access to the site and establishing a relatively level area for construction. Site preparation can involve moving, hauling, cutting, filling, and compacting soil. Some sites may require extraordinary preparation prior to construction. This may result in additional cost according to contract specifications.

### 5.3 CLEARING

#### Description

Clearing consists of removing trees, stumps, brush, and debris from the work site. Your Builder understands the beauty and value of trees and understands how trees enhance and add value to a property. The Builder understands that the size, type, and spacing of trees contribute to your selection of the building site.

The Builder necessarily removes trees from the construction area to provide room for the house and to allow proper drainage. Usually, trees within a 20-foot to 25-foot radius of the house are removed. In addition, your Builder removes trees to install or change a driveway, storm and sanitary sewers or septic fields, drainage swales, or the gas, electric and water lines.

#### Standards and Limitations

The extent of site clearing varies and is completed at the Builder's discretion unless the contract specifies otherwise. Sometimes, a group of trees within 20 feet of an addition can be saved; at other times, it may prudent to clear an area up to 30 feet or more around the house.

#### Builder's Responsibility

The Builder is responsible for clearing only the area required for construction. The process is not arbitrary – either the trees are in the way or they are not. The Builder is not responsible for clearing the site to satisfy an individual's preferences or landscaping plans, unless specified in the building contract.

The Builder cannot prevent, warrant, or guarantee against tree damage or loss. Changes in the water table, bark and root damage, increased sun exposure, and changes in grade all affect tree life and are an inevitable consequence of construction.

The Builder is responsible for clearing the area required for construction and grading at the Builder's discretion.

#### Homeowner's Responsibility

The Homeowner is responsible for all remaining trees left on the site after the initial clearing.

### 5.4 EXCAVATION

#### Description

Excavation requires the Builder to remove earth to the depth required to install the foundation; sewer, electric and water lines; and any other application improvements.



## Standards and Limitations

Excavation is limited to normal digging. Unforeseen subsoil conditions such as rock, a high water table, unsuitable or nonbearing soils or other hidden objects should be addressed in the Contract documents. The Builder cannot warrant soil conditions.

## Builder's Responsibility

The Builder is responsible for excavating to the depth required to provide for frost protection and to achieve the proper elevation per plan. All utilities are installed in accordance with local governmental requirements.

## Homeowner's Responsibility

Contract specifications determine the responsibility for the expenses incurred as a result of unforeseen or unanticipated subsurface conditions. These expenses include, but are not limited to, excavating and removing rock, any structural and/or engineering and/or architectural fees associated with installing a foundation on unsuitable soils, or accommodating a high water table.

## 5.5 SITE DRAINAGE

### DESCRIPTION

The scope of site drainage can vary considerably depending on the existence and extent of municipal storm water management. Some municipalities have prepared plans or require a builder's drainage plans to comply with a limited or comprehensive plan for storm water management. Of these municipalities, some may require only storm sewers while others may require downspout conductors to conduct water directly from the gutters and downspouts to the storm sewer. When a home site is wet before construction begins, it will be wet after construction, especially in areas not affected by construction. In the immediate vicinity of the house your builder must ensure that surface water drains away from the house upon completion of finish grade.

## Standards and Limitations

Site drainage in residential construction is limited to:

- Establishing positive surface water drainage away from the foundation
- Reestablishing any drainage ditches or swales affected by construction
- Complying with municipal drainage plans where applicable for storm sewers, downspout conductors, swales, etc.

Standing water is normal after heavy rain, especially in the predominantly clay soil found in Northeast Ohio. Further, standing water should be expected without question in a flat, poorly drained site, especially in wet seasons.

## Builder's Responsibility

The Builder is responsible for complying with the standards stated above.

## Homeowner's Responsibility

The Homeowner is responsible for the maintenance of drainage swales, field tile, or yard drains. Additional site drainage needs are determined largely by landscaping plans and the individual's desires. The Homeowner is further responsible for any obstruction created by his/her landscaping.

## 5.6 GRADING

### Description

The **existing grade** describes the site topography before construction as measured in feet above sea level.

The **rough grading** is usually established on completion and backfill of the foundation and is a rough distribution of soil to finish grade elevation.

The **finish grade** describes the site topography on completion of construction as measured in feet above sea level.

**Final grading** is completed by using a bulldozer after all construction activity is finished to establish the final grade. It is not a landscape-ready grade.

The **landscape-ready grade** is established by a landscaper in preparation for seed or sod. It should not change the finish grade and must not go above the damp proofing.

### **Standards and Limitations**

Grading is limited to the area disturbed by construction and provides for proper water drainage away from the house and to comply with local governmental requirements. The builder is not responsible for landscape-ready grading.

### **Builder's Responsibility**

The builder is responsible for installing a proper finish grade that establishes positive water surface drainage away from the house, backs up the driveway, sidewalks, and patios; reestablishes any swales affected by construction; and complies with storm water drainage plans where applicable. The Builder cannot be responsible for changes or alterations to the finish grade. Normally, relatively dry ground is required for establishing a proper finish grade. Should wet or winter weather conditions prevent the proper installation of the finish grade before substantial completion; the Builder will complete the finish grade as soon as possible with respect to weather and scheduling.

### **Homeowner's Responsibility**

The Homeowner is responsible for maintaining the finish grade to ensure positive surface water drainage from the house. Seed and landscaping must be installed as soon as possible to prevent erosion, which leads to silt build-up in swales. The silt build-up can render swales useless.

Wet basements or crawl spaces are usually a result of inadequate surface water drainage. Proper grading is essential to provide and maintain a dry basement or crawl space. Most grading problems result from changes or alterations made during landscaping. It is important to avoid building up landscaping beds above the damp proofing on the foundation and not to alter the grade. If you must raise the grade, raise the damp proofing as well.

## **SECTION 6: WATER/SEWER**

### **6.1 SEWER**

#### **Description**

Sanitary sewers consist of underground pipes that transport discharged household waste water to a sewer treatment plant. Storm sewers transport ground water and storm water to a point of discharge.

#### **Standards and Limitations**

Storm and sanitary sewers should be installed in accordance with local governmental requirements.

It is recommended that Homeowners carry flood insurance as part of their standard Homeowner's insurance.

#### **Builder's Responsibility**

The Builder is responsible for installing sanitary sewers and storm sewers in a manner acceptable to the local governmental authority; the builder will have no further responsibility.

#### **Homeowner's Responsibility**

The Homeowner is responsible for the maintenance and operation of the sewer on the property after approval by the local governmental authority.

## 6.2 SEPTIC

### Description

To protect the health, safety, and welfare of the general public, county and state government authorities determine the design of septic systems. Individual septic system design is determined by the county health department after an office and field review of topography, soils, percolation test results, etc., in consultation with soil professionals and septic installers. Your septic system is designed to handle all household sewage in accordance with local governmental requirements under normal circumstances and subject to proper maintenance.

### Standards and Limitations

Septic systems shall be installed in accordance with local governmental requirements.

Septic system performance cannot be guaranteed because of numerous variables beyond design control and/or installation, including, but not limited to, variances in family size, household water use, maintenance, and landscaping. It is recommended that homeowners carry sewer backup insurance as part of their standard Homeowner's insurance

### Builder's Responsibility

The Builder installs the system as designated and can warrant only that the septic system will be installed subject to the approval of the county health department and in accordance with its design standards. Builders cannot assume further responsibility due to the multitude of variables involved.

### Homeowner's Responsibility

The Homeowner is responsible for any service, maintenance, or alterations required following an approved initial installation.

## 6.3 SUMP PUMPS

### Description

Sump pumps are installed in locations that do not have sufficient gravity fall to drain storm or sanitary sewers by gravity. Often, a sump pump is installed in a crock or large bucket where a rise in water levels triggers its operation. The sump pump system pumps water to a predetermined point where gravity can take over the draining process.

### Standards and Limitations

Sump pump warranties are provided by the manufacturer. To ensure proper operation, the sump pump must be cleaned and maintained regularly. It is recommended that homeowners carry sewer backup insurance as part of their standard Homeowner's insurance

### Builder's Responsibility

The Builder is responsible only for the proper installation of the sump pump and the initial crock cleaning.

### Homeowner's Responsibility

The Homeowner is responsible for periodic cleaning, maintenance, and replacement of the sump pump as necessary.

## 6.4 INDIVIDUAL WATER WELLS

### Description

An individual water well system consists of a well, well pump, pressure tank, and water line.

### Standards and Limitations

A properly maintained well should operate in accordance with local code requirements.

## **Builder's Responsibility**

The Builder is responsible to install an individual water well system in accordance with local governmental regulations and the contract specifications. The Builder makes no representation regarding water quantity or quality.

## **Homeowner's Responsibility**

The Homeowner is responsible for all well drilling expenses as well as for any water treatment equipment required or desired per the contract specifications, unless noted otherwise in the Contract documents.

## **SECTION 7: BASEMENTS, CRAWL SPACES AND FOUNDATIONS**

### **Descriptions**

Following completion of the excavation and related site work, the Builder begins construction of the foundation. A concrete footer is formed to serve as the supporting base for an addition. The footer is formed and poured directly into the soil. The foundation walls are built on top of the footer and transfer the weight of an addition to the footer. Foundation walls may be either masonry block or poured concrete. Specific measures are used to damp proof a basement to prevent potential water leakage. These measures include, but are not limited to:

- Applying damp proofing compounds to the exterior surface of foundation walls to grade.
- Installing perforated plastic pipe drain tile below the outside edge of the footer to collect and route water away from the foundation.
- Placing stone over the drain tile backfilling the foundation walls to prevent clogging of the perforations as required by the local governmental authority.
- Grading the lot away from the foundation to encourage water to drain away from an addition and to prevent excessive moisture from accumulating against basement walls.

While these steps reduce the likelihood of exterior moisture penetration, you may detect basement moisture caused by condensation, especially in corners and seams. Condensation develops when warm, moist air comes in contact with cooler surfaces. Most below-grade basements maintain temperatures in the 50-degree range. A dehumidifier can minimize condensation and is recommended during summer months.

Hairline cracks may develop in your basement walls as a result of settling. Do not be alarmed; hairline cracks are common and usually nonstructural.

### **Standards and Limitations**

The Builder will install your basement in accordance with local governmental requirements and will damp proof the exterior walls.

Cracks are inherent and should be expected in basement and crawl space walls due to the nature of masonry block and concrete. Cracks may be vertical, diagonal, horizontal, or stepped in masonry joints. The only cracks considered under warranty claims are cracks that permit water penetration or horizontal cracks that cause a bow in the foundation wall.

### **Builder's Responsibility**

The builder warrants that the foundation was installed in accordance with local governmental requirements. Basement cracks that leak water within the warranty period will be repaired.

### **Homeowner's Responsibility**

The Homeowner should not alter any grade in a manner that directs water toward the foundation. In addition, the Homeowner should not raise the grade around the foundation above the basement waterproofing nor cover exposed brick. The Homeowner is responsible for controlling basement condensation.

**COPY**

**NOT FOR  
OFFICIAL USE**

**SECTION 8: FRAMING****Description**

Framing is the construction of the house shell. Typically, framing materials are made from wood or steel. Local governmental requirements, contract documents and engineering requirements determine the minimum size, spacing and grade of joists, stud walls, bearing walls, sheathing, decking, and roof trusses or rafters.

**Standards and Limitations**

Local governmental requirements and manufacturer requirements, blueprints and Contract documents establish the framing structure standard for a specific house. All wood framing products are susceptible to shrinkage, expansion, warping, splitting, or checking. Slight bows in walls, minor ridges in flooring, etc., are common and are to be expected. Reasonable deviations from plans and specifications during framing to accommodate products or design imperfections and to improve the structural integrity of the home are common and to be expected.

**Builder's Responsibility**

The Builder is responsible for constructing the framing shell in accordance with local governmental requirements, blueprints and Contract documents.

**Homeowner's Responsibility**

The Homeowner is responsible to use and furnish the home within its design standards and load bearing capacities. The homeowner should not modify the framing or structural members of the home.

**SECTION 9: PLUMBING****Description**

The plumbing system comprises three (3) basic components – supply lines, waste lines, and fixtures. Supply lines bring water to the fixtures. Waste lines remove water and waste and discharge them to a city sewer or a septic tank. Fixtures include sinks, tubs, toilets, etc.

Plumbing is installed in two (2) phases. During the rough-in phase, supply and waste lines are installed throughout an addition or remodeled home. During the finish phase, fixtures are installed and connected to supply and waste lines.

**Standards and Limitations**

The builder installs the plumbing system in accordance with local governmental requirements. A local government official inspects and approves the system installation at the completion of each phase to ensure that it has been installed to meet code requirements.

**Builder's Responsibility**

The Builder is responsible for the plumbing installation. The Builder must correct any leaks that develop during the warranty period in accordance with the Limited Warranty.

**Homeowner's Responsibility**

The Homeowner is responsible for maintaining all fixtures in accordance with manufacturer's guidelines. Maintenance items include, but are not limited to, the following:

- Shutting off outdoor hose connections during freezing weather
- Disconnecting hoses from outdoor connections during freezing weather

## SECTION 10: HEATING AND COOLING

### Description

The heating, ventilation, and air conditioning system (HVAC) is installed, inspected, and approved in accordance with local governmental requirements.

Different types of heating systems are available. The most common types are forced-air, radiant baseboard, and hot water systems. Forced-air systems predominate. Regardless of fuel source – gas, electricity, oil, propane, or geothermal power – the principles of forced-air are the same.

### Standards and Limitations

Acceptable tolerance: Builder shall install a heating system capable of maintaining an inside temperature of 70 degrees Fahrenheit, 5 feet off floor in center of room when outside temperature is 0 degrees Fahrenheit. Up to a 6 degree temperature difference in different rooms and from floor to floor is considered acceptable. Such temperature differences should only be measured in finished rooms. Heating standard should be met with less than 15 mph of exterior wind.

Where air conditioning is provided, 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 outside summer design conditions. In case of outside temperatures exceeding 95 degrees Fahrenheit, a differential of 15 degrees Fahrenheit from the outside temperature will be maintained.

All forced air systems operate with a blower that pushes air through ductwork. Temperature variations are common and should be expected within an addition or remodeled home. Each home is unique, and while distribution patterns and equipment are designed to meet the general standards stated above, temperature variations are normal.

### Builder's Responsibility

The Builder is responsible for installing an HVAC system that meets the above standards and limitations. The Builder warrants that your home's heating system shall operate as designed for a period of one year. After one year, the warranty is the manufacturer's warranty. Purchasing an extended warranty is recommended.

Equipment installed shall be determined by heat loss and heat gain calculations derived from the plans and specifications of the specific structure by the recommendation of the HVAC contractor.

In case of an oil-fire system, the Builder does not warrant malfunctions due to poor-quality oil.

### Homeowner's Responsibility

The Homeowner is responsible for maintaining equipment in accordance with manufacturers' guidelines to ensure system quality and efficiency. The Homeowner is responsible for balancing dampers, registers and other minor adjustments to achieve their desired temperatures in certain rooms.

The Homeowner's manual, if any, supplied by the manufacturer details the maintenance required for HVAC system filters, humidifiers, air cleaners, pilot lights, etc. Improperly maintained filters, for example, may result in inefficient performance or even system failure. Humidifiers, if provided, moisturize the home's air during the winter months.

Humidifiers may contribute to mold growth and should not be utilized without professional consultation and in strict compliance with the installer's or manufacturer's instructions. As outside temperatures change, the Homeowner must adjust the humidifier to prevent condensation. Shrubs, fences, decks, etc., should not be placed too close to the air conditioning unit in order to prevent obstruction of the airflow.

## SECTION 11: ELECTRICAL

### Description

The house electrical system is tied into the public power source either underground or overhead.

During the rough-in stage, the Builder installs the wiring, breaker panel and boxes for switches, receptacles, and lighting.

During the finish stage, the Builder installs switches, receptacles, wall plates, fans and lighting fixtures and connects any appliances. The house is energized, tested and any new breaker panels are labeled.

The ground fault circuit interrupter (GFCI) is an important safety device in the electrical system. Its purpose is to provide protection against electrical shocks. The Builder or electrical subcontractor installs the GFI's in accordance with local governmental regulations in areas such as kitchens, bathrooms, basements, garages, and the outdoors. The GFCI has a reset button located on the outlet or in the panel box.

### Standards and Limitations

The Builder installs the electrical system in accordance with the local governmental official who inspects and approves the system upon completion.

### Builder's Responsibility

The Builder is responsible for the installation of the electrical system in accordance with the local governmental requirements. Manufacturers warrant lighting and appliances.

### Homeowner's Responsibility

The Homeowner must occasionally maintain the electrical system, which is generally trouble-free. Maintenance items include the following:

- Replacing burned-out light bulbs
- Replacing faulty electrical cords and appliances
- Monthly testing of the GFCI's to ensure proper operation

Breakers may trip as a result of the following:

- Overloaded circuits by the Homeowner
- Short circuits attributable to faulty cords or electrical devices.
- Power surges

## SECTION 12: INSULATION

### Description

Insulation is a thermal barrier and assists in maintaining relatively constant temperatures inside the home. The most common types of insulation are fiberglass, cellulose, and foam-based materials.

### Standards and Limitations

Insulation must be installed in accordance with applicable energy and local governmental requirements. Some settling may occur with blown insulation as a result of moisture.

### Builder Responsibility

The Builder is responsible for installing the insulation according to plans and specifications in the contract and in accordance with local governmental requirements.

### Homeowner's Responsibility

Do not remove or compress the insulation as installed.



## SECTION 13: DRYWALL

### Description

Gypsum wallboard is the most commonly used materials for the interior walls.

It is applied in sheets sized to minimize the number of joints. The sheets are attached by nails, screws and glue. Metal corners are installed for further protection. The joints are then taped, bedded and finished. The walls are usually smooth and ready for flat latex painting. Ceilings, closets and garages may be textured.

It is recommended that wallpapering be deferred for a 12 month period to allow for any settlement and shrinkage cracking that may occur. This time period is commonly referred to as the break-in period for a home.

### Standards and Limitations

In this type of construction, the Builder has made every effort to minimize the necessary joints where sheets butt together. No installation, however, can completely conceal this joint. Critical lighting areas due to accent lighting or natural lighting may reveal wall imperfections, natural shadowing. This is inherent and unavoidable. Regardless of workmanship, jointing can be detected upon careful inspection, or if the lighting is very angular. The use of satin or higher sheen paints will increase the potential for visible wall imperfections. It is recommended that you "upgrade" when satin or higher sheen paints are desired. Slight "imperfections" such as nail pops, seam lines, and cracks are common in gypsum wallboard installations. This may occur and should be expected during the break-in period.

### Builder's Responsibility

Obvious defects of poor workmanship such as trowel marks, and cracked corner beads are not acceptable. The Builder will correct such items during the warranty period if noted on the "punch list" at the time of the final walk-through and acceptance of the home and will then repaint the repaired areas. The Builder, however, is not responsible for repair of any area covered by wallpaper. The Builder is not responsible for color variations, but must match the affected areas as closely as practical. Perfect color and texture matches cannot be expected. Touch-up paint is limited to the areas repaired only.

The Builder will return one time during the warranty period to repair defects resulting from shrinkage or settlement (i.e. nail pops, cracked corner bead, and tape joint). Touch-up paint is the buyer's responsibility.

### Homeowner's Responsibility

Cracks, nail pops, etc., beyond the warranty period are a Homeowner's maintenance responsibility. Any paint touch-up to drywall repairs after those identified at the closing walkthrough are the buyer's responsibility.

## SECTION 14: FINISH TRIM CARPENTRY

### Description

Finish trim carpentry involves the installation of doors, casing, baseboards, railings, and other millwork.

### Standards and Limitations

Natural variations in wood graining and color is common and acceptable.

Seasonal variations in humidity can cause shrinkage or expansion of wood moldings resulting in joints to open. These usually close up in the following seasons. This is normal and can be minimized by maintaining proper humidity levels in the home.

### Builder's Responsibility

The Builder is responsible for completing the finish trim work in accordance with the Contract documents and to local governmental requirements.

**COPY**

### **Homeowner's Responsibility**

The Homeowner is responsible for controlling and maintaining the proper humidity level in the home.

## **SECTION 15: PAINT AND STAIN**

### **15.1 INTERIOR PAINT AND STAIN**

#### **Description**

Interior paint provides the decorative finish to your addition or remodeled home's walls and woodwork. The need for repainting is basically cosmetic and determined by the level of wear and tear of the occupants.

#### **Standards and Limitations**

Most flat latex wall paint is not washable. Spot touch-up painting is required which may be perceptible as painted surfaces fade out over time with exposure to sunlight and normal wear and tear. Stain color and shading will vary considerably upon application to different types of wood and within the same species of wood. While stain enhances the natural beauty of wood, it also emphasizes the defects in wood, both natural and man made. This is a fact and inherent characteristic of wood, one which there is little control. A perfect uniform shade in color cannot be achieved by staining. If perfect color uniformity is desired, it must be painted.

#### **Builder's Responsibility**

The Builder is responsible to complete interior painting in the addition or remodeled area according to the Contract documents.

Touch-up painting by warranty repair will be color matched as closely as possible. Touch-up painting is limited to the area of repair only and drywall repair issues are excluded. Perfect color matching cannot be guaranteed.

#### **Homeowner's Responsibility**

The Homeowner is responsible for all interior painting, caulking and touch-up subsequent to the Builder completion of the items noted on the punch list generated at the final walk-through.

### **15.2 EXTERIOR PAINT AND STAIN**

#### **Description**

Exterior paint and stain provides the decorating and protective finish to your home's exterior.

Numerous products are available, in different grades, for different uses and applications per the manufacturer's recommendations.

#### **Standards and Limitations**

The ability of your paint to protect exterior surface diminishes with age and exposure to weather. To protect your investment in your home, you should repaint if it appears weathered. Exterior stain should be reapplied every 3 to 5 years.

**Note:** Some Paints offer longer exposure before repainting.

**Note:** Everything exposed to weather, "weathers" and fades.

#### **Builder Responsibility**

The Builder is responsible to paint/stain the exterior of the home per the contract specifications.

Touch up painting required by warranty repair will be color matched as closely as possible. Touch up painting is limited to the area of repair only. Perfect color matching cannot be guaranteed.

**COPY**

**Homeowner's Responsibility**

The Homeowner is responsible for restaining and repainting as required after the first year.

**SECTION 16: LANDSCAPING**

**Description**

Landscaping, if applicable, consists of installation of trees, shrubs, beds, seed or sod lawns, and all fine grading and preparation. Design, scope, and cost are determined by the individual homeowner's imagination and budget.

**Standards and Limitations**

Landscaping is limited to the cosmetic treatment of the approved finish grade. It may or may not include site drainage or the establishment of additional swales. The Builder cannot warrant plant life or growth.

**Builder's Responsibility**

The builder is responsible for completing work in accordance with the terms and conditions specified in the Contract documents. If installed by the Builder, the Builder is responsible for landscaping until substantial completion. Due to the nature of living plants, the builder cannot be responsible for any landscaping after substantial completion.

**Homeowner's Responsibility**

The Homeowner is responsible for the maintenance and care of all landscaping after substantial completion, including proper irrigation, pruning, cutting, fertilizing, mulching, and replacement of failed plantings.

**SECTION 17: CONCRETE**

**Description**

Concrete is a mixture of sand, aggregate, water, and cement. The strength and durability of concrete make it the most common building material of choice for basement and garage floors, patios, sidewalks, and driveways.

**Standards and Limitations**

The inherent characteristics of concrete make it nearly impossible to prevent cracking in slabs, walks, driveways, porches, steps and patios. As part of the curing process, concrete shrinks and cracks. Control joints may reduce the likelihood of uncontrolled cracking by directing cracks into a predetermined area. Pitting, spalling, and dusting are cosmetic defects that do not affect the structural integrity of concrete.

The durability and strength of concrete depends on the base conditions, materials mixture, placement of materials, curing time, temperature, humidity, sun and wind.

A color match between a repair area and the existing concrete cannot be expected.

**Builder's Responsibility**

The builder is responsible for the proper installation of concrete in terms of its base, placement, and mix of concrete as determined by the Contract documents and local governmental requirements. Expansion and control joints are installed to help control cracking. The Builder finishes the concrete in accordance with personal preference, blueprints, or local governmental requirements unless specifically addressed otherwise in the contract. The Builder cannot warrant the concrete against cracking, pitting, spalling or dusting.

**Homeowner's Responsibility**

Do not use deicing salt. Deicing salts increases the frequency of free/thaw cycles and contributes to spalling.

Homeowners are advised not to park vehicles on concrete driveways during winter months in the same location, due to the fact that it increases the risk of spalling in that area. Sealing exterior concrete surfaces between each winter may reduce moisture penetration and risk of spalling.

## SECTION 18: EXTERIOR FINISHES

### Description

The exterior finish of your home may consist of brick, stone, stucco, aluminum, steel, vinyl, wood, or a combination of these materials as specified in the building contract.

### Standards and Limitations

**Brick and stone** – Variations in color, size, and spacing are normal. Cracks and surface chips are inherent in brick and stone and are not a defect.

**Stucco and Similar Finishes** – Surface imperfections and small shrinkage cracks are normal.

**Aluminum, steel, and vinyl** – These exterior finishes are the most common. They are, however, the most susceptible to damage from impact.

**Wood** – Under normal weathering conditions, cracking, splitting, or checking can be expected, is normal and inherent in the product.

### Builder's Responsibility

The Builder is responsible for installing the exterior finishes in accordance with the manufacturer's or supplier's standards. The Builder is responsible for repairing any severe cracking or delaminating during the warranty period.

### Homeowner's Responsibility

**Brick and Stone** – The Homeowner is responsible for inspecting and maintaining the mortar joints.

**Stucco** – The Homeowner should inspect the stucco finish for hairline cracks caused by shrinkage and correct as required.

**Aluminum, steel, and vinyl** – The Homeowner is responsible for inspecting and maintaining the caulking.

**Wood** – The Homeowner is responsible for inspecting and maintaining all wood siding, caulking, and painting or staining as required.

## SECTION 19: GUTTERS AND DOWNSPOUTS

### Description

Gutters and downspouts collect and direct roof water away from the home's foundation by using a surface discharge system or downspout conductor pipes.

### Standards and Limitations

The gutter should be pitched slightly to direct water to the downspout.

### Builder's Responsibility

The Builder is responsible for installing gutters and downspouts in accordance with local governmental requirements.

## Homeowner's Responsibility

The Homeowner is responsible for removing leaves and debris from gutter and downspout.

## SECTION 20: WINDOWS

### Description

The windows in your new home have been selected in accordance with the design and style of the house.

Builders use various types of windows selected according to specific buyer and market needs. Common window types are wood windows, either painted or clad with aluminum or vinyl on the exterior; aluminum windows; or all-vinyl windows.

### Standards and Limitations

Windows should be installed according to manufacturer's recommendations and local governmental requirements. All windows in your home should operate with reasonable ease per the design of the manufacturer. Each window is designed to fit into a specific opening in the addition or remodeling project during construction. Most communities have local code requirements for egress that the Builder must adhere to. Operating windows have been provided with screens. It is important to note that screens prevent most insects from entering the home through an open window. They are not meant to prevent children, animals, etc., from falling through them.

Wood windows should be painted or sealed; aluminum and vinyl windows do not require any special painting or sealing.

### Builder's Responsibility

The Builder is responsible for the proper installation of the windows. The manufacturer warrants the windows.

### Homeowner's Responsibility

The Homeowner is responsible for normal maintenance, including, but not limited to:

- Cleaning
- Caulking and painting as required
- Lubricating moving parts

## SECTION 21: EXTERIOR DOORS

### Description

Exterior doors are made from a variety of materials including wood, fiberglass, and steel.

### Standards and Limitations

Builders use various types of entrance doors selected according to your existing home or based on what's required in the Contract documents.

Once installed in accordance with manufacturer's instructions, exterior doors should operate with reasonable ease. All doors should be painted or sealed.

### Builder's Responsibility

The Builder is responsible for the proper installation of the door. The door manufacturer provides the warranty.

### Homeowner's Responsibility

To ensure proper performance of doors, the Homeowner is responsible for normal maintenance including:

- Cleaning
- Checking hinge pins
- Lubricating moving parts
- Adjusting for normal settlement and warpage

**COPY**

Normal settlement and warpage is inherent in all doors. The manufacturer's warranty specifies the acceptable tolerance for settlement and warping.

## SECTION 22: FLOORING

### 22.1 HARDWOOD FLOORING

#### Description

Hardwood flooring is available in laminated veneer or solid hardwood in a variety of wood species such as oak, maple, ash and cherry.

It is available in parquet, strips or planks and other varieties.

Solid wood is available in a variety of grades. The lower grades will show more knots and grain color to give it more character. The clearer grades show fewer knots and less graining. Grade selection is determined by the look you choose to achieve.

Hardwood flooring is available both unfinished and prefinished.

#### Standards and Limitations

Wood flooring is subject to expansion and contraction due to changes in humidity and temperature. This can be controlled by maintaining proper humidity levels, however, shrinkage and cracking should be expected and is normal and acceptable.

#### Builder's Responsibility

The Builder is responsible to install (finish the floor where applicable) according to contract specifications and local governmental requirements.

#### Homeowner's Responsibility

The Homeowner is responsible to maintain proper humidity levels in the addition or remodeled home for the proper care and maintenance of the floor per the installers or manufacturer's recommendations.

Floor protectors are recommended for table and chairs. Strictly avoid wearing high heeled shoes, especially those with protruding nail heads as they can dent the floor.

### 22.2 RESILIENT FLOORING

#### Description

Resilient flooring can include, but not limited to, vinyl, linoleum, cork, asphalt, and rubber tile and related materials.

#### Standards and Limitations

The subfloor of your addition or remodeled home may require an additional underlayment, usually 1/4-inch thick, installed in accordance with manufacturer, Builder and installer guidelines. Resilient flooring, especially those with glossy finish, may accentuate the seam or other minor depressions or ridges in the floor or underlayment. This is usually caused by floor-joint shrinkage that is considered normal rather than structural in nature and is considered acceptable.

#### Builder's Responsibility

If resilient flooring lifts, bubbles, or becomes unglued during the one-year warranty period, the Builder will repair or replace only the affected area. The Builder is not responsible for color variations in floor coverings that may have to be repaired.

**COPY**

**Homeowner's Responsibility**

Women's high heels, chairs and tables without proper protection devices can dent, tear and damage resilient flooring.

The Homeowner should take special precautions to prevent water damage. It is the Homeowner's responsibility to maintain caulk along any tub and shower floor joints.

**22.3 HARD-SURFACE FLOORING**

**Description**

Hard-surface flooring includes, but is not limited to, ceramic tile, quarry tile, slate, conglomerates, granite and marble. The materials vary in thickness and are available in a variety of shapes and sizes.

**Standards and Limitations**

Local governmental requirements or common practice demonstrate that a variety of underlayment installation techniques are acceptable. Due to wood shrinkage, it is normal for floor joists to crown slightly causing minor imperfections in the floor.

**Builder's Responsibility**

Ceramic tile should not crack or become loose during the one-year warranty period. The Builder should replace any cracked tiles and re-secure any loose tiles unless the defect was caused by the owner's negligence. The Builder is not responsible for discontinued patterns or color variations.

**Homeowner's Responsibility**

Cracks in the grout of ceramic tile joints are commonly due to normal shrinkage conditions and can be expected. Regrouting of these cracks is an owner's maintenance responsibility within the life of the home.

**SECTION 22.4 CARPET**

**Description**

Carpeting is available in a variety of styles, grades, textures, color and materials.

**Standards and Limitations**

Carpet is pieced together and some seams may be noticeable, but grow less visible with use and vacuuming.

**Builder's Responsibility**

The Builder is responsible for the installation of the carpet according to manufacturer and supplier specifications.

**Homeowner's Responsibility**

The Homeowner should save any scraps left in the home for future repairs, if necessary. Frequent vacuuming prolongs carpet life.

**SECTION 23: FIREPLACES**

**Description**

Masonry and prefabricated fireplaces are designed primarily to enhance the appearance of the room. They are not designed to be the primary heat source. Prefabricated fireplaces may have specific operating uses.

**Standards and Limitations**

Due to the high energy standards in new addition or remodeled home's today, it is frequently necessary to open windows near the fireplace until the flue heats up upon starting a fire to increase the smoke draw up the chimney.

Winds or obstructions such as tree branches can result in a negative draft. Do not use in windy conditions and remove

obstructions where practical.



**Builder's Responsibility**

The Builder is responsible to install the fireplace according to contract specifications in accordance with local governmental regulations.

**Homeowner's Responsibility**

The Homeowner is responsible for the proper use, care and operation of the fireplace. Before starting a fire, check that the damper is open. Heat the flue with small fire to create a positive draft. Use screens or glass doors to protect against sparking. Do not use fireplace to burn refuse. Use seasoned hardwoods to minimize creosote build-up.

**SECTION 24: ROOFING**

**Description**

Several types of roof materials are available, including asphalt, fiberglass, wood, tile, or slate. The most common materials are the seal-down asphalt or fiberglass shingles. Some shingles must go through one summer before completely sealing.

**Standards and Limitations**

The roofing materials must be installed in accordance with the manufacturer's guidelines and local governmental requirements.

**Builder's Responsibility**

The Builder is responsible for the installation of the roof material in accordance with the manufacturer's guidelines and local governmental requirements. The manufacturer warrants the product. Inadequate performance of the roofing materials must be promptly brought to the attention of the manufacturer as required by the warranty. The Builder is not responsible for failure due to ice and snow conditions. The Builder is not responsible for shingle color variations.

**Homeowner's Responsibility**

The Homeowner is responsible for the care and maintenance of the roof during and after the warranty period, including:

- Preventing excessive ice or snow build-up in the gutters, which can lead to capillary leakage as water alternately freezes and thaws
- Preventing leaf debris build-up in the gutter
- Keeping the roof free of tree limbs, leaves, or other debris that can affect product performance
- Exercising care not to damage roof materials when walking on the roof
- Repairing damage caused by unusually high winds or severe weather conditions.

**SECTION 25: HARDWARE**

**Description**

Door hardware is available in many styles and finishes from a variety of manufacturers. It is designed to be attractive, functional, and reasonably maintenance-free.

**Standards and Limitations**

The original finish on exterior hardware wears with normal use and exposure to weathering. With few exceptions, exterior door hardware finishes are not warranted against corrosion resulting from the harsh effects of weathering, the acidity of rains, and ultra-violet light radiation.

**Builder's Responsibility**

Excluding any deterioration of the finish, the Builder is responsible for the proper installation and operation of hardware during the warranty period.



**COPY**

### **Homeowner's Responsibility**

The Homeowner is responsible for normal maintenance to keep hardware in proper operating condition. This includes tightening, lubricating, and lacquering as required to ensure proper operation. For lubrication, powdered graphite is recommended over lubricating oils, which may hold dust and dirt.

## **SECTION 26: DRIVEWAYS**

### **Description**

The sole purpose of a driveway is to provide access to the house under a variety of weather conditions. Drives can be constructed of a variety of materials that produce a hard surface, including stone, asphalt, concrete, or brick pavers. The choice of material is based strictly on appearance, price, and maintenance considerations where not dictated by local governmental requirements or deed restrictions.

Drives can be straight, curved, circular, or winding. They may be single or double-width and lead to a front, side, rear entrance or garage. The design, layout, width, and material finish is typically specified in the building contract.

### **Standards and Limitations**

Residential drives are designed for automobile traffic. They are not designed to carry heavy loads such as moving vans, heavy trucks or heavy equipment. Construction practices are usually regulated by local governmental requirements and site conditions and should be specified in the contract document. Puddling on flat sites and other imperfections may occur and are normal.

### **Builder's Responsibility**

The Builder is responsible for the installation of the construction drive and finish drive per contract specifications, subject to certain limitations concerning materials.

### **Homeowner's Responsibility**

The Homeowner is responsible for maintaining the driveway.

- **Stone** – the addition of materials and proper grading to correct rutting or erosion.
- **Asphalt** – the application of sealant to protect against gas/oil spills and weather damage.
- **Concrete** – the application of sealant to reduce the probability of spalling due to moisture penetration.

## **SECTION 27: DECKS**

### **Description**

Decks are frequently added to homes to create additional living space or to extend the indoor space to the outdoors. Of the available materials used in today's deck construction, pressure treated lumber is the most commonly specified material. Other materials such as redwood, cedar, and fir require a greater measure of protection to maintain and prolong their structural integrity.

### **Standards and Limitations**

Pressure treated decks should be sealed, painted, or stained after the first few months of exposure to prevent extensive cracking, splitting, chipping, or warping. Despite the durable nature of pressure-treated lumber, experts agree that a finish coat or sealant protects the lumber – both cosmetically and structurally.

### **Builder's Responsibility**

The Builder is responsible for the proper installation of the deck according to the design and specifications in the contract and local governmental requirements.

### **Homeowner's Responsibility**

The Homeowner is responsible for protecting the deck from weathering by painting, staining, or sealing as required.

**COPY**

Decking requires more frequent coating than other exposed wood components of the addition or remodeled home to protect it from exposure to weather.

**NOT FOR  
OFFICIAL USE**

**COPY**

## SECTION 28: CAULKING

### Description

Caulking prevents exterior air and moisture infiltration. Exterior caulking requires regular inspection for maintenance. The type of caulking varies with the materials used on the home's exterior, i.e., brick, wood, aluminum, or vinyl.

Interior caulking may be applied for cosmetic purpose or as standard practice on painting woodwork. Caulking provides moisture protection around bathtubs, showers, exterior windows and doors and sinks and where countertops and backsplashes meet. Caulking is typically a flexible material that shrinks and separates over time. Interior caulking requires regular inspection.

### Standards and Limitations

Weather conditions, changes in humidity, and the normal shrinkage of building materials may cause caulking joints to separate. Caulking should be checked twice a year.

### Builder's Responsibility

The Builder is responsible for the initial application of caulking as necessary. Upon request, the Builder may demonstrate proper caulking techniques for normal maintenance.

### Homeowner's Responsibility

The Homeowner is responsible for maintaining the caulking. Regular inspection of ceramic tile corners in bath and shower enclosures, exterior windows and doors and other exterior caulked areas and around backsplashes provide ample time for corrective action. Neglect of cracks in caulking in normally wet areas can result in product failure within the walls.

## SECTION 29: RESIDENTIAL (KITCHEN) APPLIANCES

### Description

Residential appliances include, but are not limited to, ranges, ovens, cook tops, microwave ovens, refrigeration equipment, dishwasher, icemakers and food disposals.

### Standards and Limitations

All electrical appliances must meet United Laboratories (UL) standards and all gas appliances must meet American Gas Association (AGA) standards.

### Builder Responsibility

The Builder is responsible for installing appliances in accordance with manufacturer's guidelines. The Builder should provide the Homeowner with the manufacturer's specifications and operating, maintenance, and warranty instructions for each appliance. Appliances are warranted directly by the manufacturer's service agent.

### Homeowner Responsibility

The Homeowner is responsible for the proper use and maintenance of each appliance in accordance with the manufacturer's operation and maintenance guidelines.

The Homeowner contacts the manufacturer's service agent directly for warranty service.

## SECTION 30: COUNTERTOPS

### Description

Some of the materials used for countertops include laminate, cultured marble, granite, and synthetic stone. The most common material is laminate.

**COPY**

**Standards and Limitations**

Countertops must be securely installed to the cabinet.

Backsplashes must be sealed to the countertop.

**Builder's Responsibility**

The Builder is responsible for the proper installation for a period of one year from closing.

**Homeowner's Responsibility**

The Homeowner is responsible for the use, care, and maintenance of countertops in accordance with the manufacturer's guidelines. The Homeowner must inspect and recaulk countertops and backsplashes as required.

**SECTION 31: CABINETS**

**Description**

Cabinetry may be wood, laminate, or a combination of the Homeowner's selections. Wood cabinetry will exhibit variations in grain, tone, and color. As the home settles, cabinets may separate from each other as well as from walls and ceilings. Typically, the separations are minimal and do not affect the function or operation of the cabinets.

**Standards and Limitations**

Most cabinet manufacturers provide individual warranties that address quality, workmanship, and acceptable tolerances for deviation.

**Builder's Responsibility**

The Builder is responsible for the proper installation of cabinetry in accordance with the manufacturer's specifications.

**Homeowner's Responsibility**

The Homeowner is responsible for the use, care, and maintenance of cabinetry in accordance with the manufacturer's guidelines. This includes observing shelf-loading limits and adjusting doors, drawers, shelves, lazy susans, etc.

**SECTION 32: COLOR VARIANCE IN NATURAL AND MANUFACTURED PRODUCTS**

**Description**

It is normal to expect some variations in the shading and coloring of natural and manufactures materials.

**SECTION 33: SETTLEMENT**

**Description**

Settlement is the inevitable result of backfilling an excavation or trench with the soil that was originally removed. It should be expected around foundations, along sewer, gas, water, and electrical trenches; and in any fill area. Settlement is the result of the ground consolidating to its original density.

The settlement of the ground depends in large part on the weather. Heavy, saturating rains encourage rapid settlement.

**Standards and Limitations**

Soil settles naturally during the course of construction. In residential construction, builders commonly backfill with the excavated soil, unless otherwise dictated by the local governmental authority.

**Builder's Responsibility**

The Builder is responsible to fill the settlement area and to finish grade at time of occupancy or as soon as weather

permits thereafter.

**COPY**

### **Homeowner's Responsibility**

The Homeowner is responsible for repairing settlements after substantial completion. In addition, the Homeowner is responsible for grass, shrubs, or other plantings affected by settlement.

## **SECTION 34: WATER/CONDENSATION/HUMIDITY**

### **Description**

Condensation occurs whenever excessive humidity inside the addition or remodeled home comes in contact with a colder surface such as a window, basement wall, or exposed pipe. Typically, condensation takes the form of moisture on the colder surface.

Condensation is a year-round phenomenon, although it is more common during the winter heating and summer cooling seasons. Given that a home is typically closed up during the heating and cooling seasons, condensation may occur.

All new homes will have some condensation in the first year until the home goes through a minimum one-year heating and cooling cycle.

### **Standards and Limitations**

The home must be ventilated in accordance with local governmental requirements.

### **Builder's Responsibility**

The Builder is responsible for the proper ventilation of the addition or remodeled home according to local governmental requirements. Installing attic and bath ventilation should help reduce the amount of condensation within the addition or remodeled home. The Builder cannot, however, assume responsibility for the control of condensation in the home or for any resultant damage.

### **Homeowner's Responsibility**

The Homeowner is responsible for controlling humidity within the home. The Homeowner can take certain steps to reduce the amount of condensation and control humidity, including:

- Turn fan switch, located on the thermostat, to "on" position
- Operate your air conditioning unit in the summer time
- Turning on the exhaust fan while cooking or showering/bathing
- Inspecting the clothes dryer to ensure that it is exhausting air properly to the outside and is not obstructed
- If present, checking that the humidifier is properly set for the season
- Wiping condensation off windows surfaces to remove water and protect the window frame
- Opening any window treatment that may trap moist air between the treatment and the window
- Using dehumidifiers when necessary

It is incumbent upon the Owner to notify the Builder of any water intrusion and excessive condensation.

### **Excess Humidity Warning signs**

**Winter:** Condensation on windows

**Summer:** Condensation on toilets, cold water supply lines, basement floor or walls

### **Too Little Humidity Warning signs**

Excessive shrinkage in trim work, hardwood floors, or static electricity.

## SECTION 35: MOLD

### Description

Mold is a fungus which occurs naturally in the environment. Mold's primary function is to decompose organic materials. Mold spores spread through the air, and are found almost everywhere.

New homes cannot be designed to exclude mold and the Builder **cannot** be responsible for mold.

To grow, mold must find food, such as carpet, wallpaper, or cellulose based building materials, including drywall, wood and insulation. Mold grows best at temperatures between 40° Fahrenheit and 100° Fahrenheit. Most importantly, mold growth requires moisture. Moisture is the only mold factor that can be managed. Mold growth can be controlled by eliminating or controlling moisture. Proper home maintenance practices can limit or prevent mold growth. If moisture is allowed to remain, in combination with food and temperature elements, mold can develop within 24 to 48 hours.

Mold is not always harmful. Certain types of mold may cause adverse health effects. The most common effects are allergic reactions. People with compromised immune systems may risk infections. Experts disagree about the level of mold exposure that may cause health effects.

### Homeowner's Responsibility

To reduce or eliminate the occurrence of mold growth:

- Keep humidity below 40% during cold winter months.
- Vent clothes dryers outdoors.
- Ventilate kitchens and bathrooms by using exhaust fans, opening windows, or by running the air conditioning to remove excess moisture in the air. Bathroom vents should run for a minimum of 20 minutes after showering.
- Promptly clean up and dry any wet surfaces or materials. Replace any wet materials that cannot be thoroughly dried.
- Do not store organic materials in damp areas.
- Inspect your addition or remodeled home on a regular basis. Look for discolorations or wet spots. Look for any visible signs of mold. Repair leaks immediately.
- If you find mold, identify and stop the source of moisture and clean the mold with a mild bleach solution. If mold growth is severe or returns, contact a qualified professional to assess the problem.

## SECTION 36: RADON

### Description

Radon is a naturally occurring gas that is caused by the radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere. Preliminary studies suggest that prolonged indoor exposure to high levels of radon gas may result in severe health consequences.

This notice serves to advise the purchaser that above average levels of radon gas may accumulate in any home, regardless of the type of home or who builds it. Because of the multitude of facts involved, it is difficult to predict whether a residence may be subject to high radon levels, unless tests to determine actual radon concentrations are conducted on a completed structure. Builder has made no investigations to determine whether there is radon gas or other environmental pollutants in the home affecting the premises, although such conditions may exist. The Builder has made no analysis or verification of the extent of the environmental or health hazard, if any, that may affect the premises or residents and **cannot** be responsible for the presence of radon.

COPY

## PART II: LIMITED HOME WARRANTY

### LIMITED HOME WARRANTY

**THE REGISTERED BUILDER IDENTIFIED BELOW IS THE SOLE WARRANTOR UNDER THIS LIMITED HOME WARRANTY. The HBA of Greater Cleveland is NOT the Warrantor under this Limited Home Remodeling Warranty.**

**The Registered Builder identified in this Limited Home Warranty makes no housing merchant implied warranty or any other warranties, express or implied, in connection with the sales contract or the warranted Project, and all such warranties are excluded and disclaimed, except as expressly provided in this Limited Home Warranty. There are no warranties which extend beyond the face of this Limited Home Warranty.**

**REGISTERED BUILDER/WARRANTOR.** The Registered Builder identified below in this Homeowner Limited Home Warranty is the Registered Builder and sole Warrantor under this Limited Home Warranty (the "Limited Warranty").

**HOMEOWNER.** The Limited Warranty is extended to the fee simple owner(s) (the "Homeowner") of the Home purchased directly from the Registered Builder. The Limited Warranty is not assignable by Homeowner.

**TERM OF WARRANTY.** This Limited Warranty commences on the earlier of the date of occupation or closing and terminates one (1) year after such date (the "Warranty Period").

**COVERAGE OF LIMITED WARRANTY.** Registered Builder warrants to Homeowner that during the term of this Limited Warranty the Home, including electrical, plumbing, heating, cooling and ventilation systems (exclusive of appliances, fixtures and items of equipment) will materially comply with the standards and limitations stated in the foregoing Registered Builder Construction Standards (the "Standards").

Appliances, fixtures, materials and other items of equipment which are warranted by the manufacturer or fabricator are not covered by this Limited Warranty.

If the Home warranted herein is for a condominium, as defined by the Ohio Condominium Act, the one (1) year Limited Warranty contained herein is not intended nor shall it be interpreted by the parties to otherwise limit statutory warranty requirements.

**Consequential damages or expenses of any kind are NOT covered by this Limited Warranty.**

The Registered Builder's total aggregate liability under this Limited Warranty is capped at the construction costs of the Home.

**REMEDIES.** If the workmanship or materials covered by this Limited Warranty do not materially comply with the Standards, the Registered Builder will, upon acknowledging the validity of a claim pursuant to Section 4, either repair or replace such defective item(s) or pay the Homeowner the reasonable cost of repairing or replacing the defective item(s). The choice to repair, replace or compensate is solely the election of the Registered Builder. Steps taken by the Registered Builder to correct defects shall not act to extend the terms or period of this Limited Warranty.

**SUBROGATION.** In the event the Registered Builder repairs, replaces or pays the Homeowner the reasonable cost of repairing or replacing any defective item covered by this Limited Warranty which is insured or warranted by other insurance or warranties, the Homeowner shall assign the proceeds of such insurance or warranties to the Registered Builder to the extent of the cost of the Registered Builder's repair, replacement or payment for such item.

**COPY**

### Other Definitions

Except as otherwise expressly provided herein, the terms used in this Limited Warranty shall have the following meanings:

- A. **"Appliances, Fixtures, Materials and Other Items of Equipment"** - Include, but are not limited to: furnaces, boilers, oil tanks and fittings, air purifiers, air handling equipment, ventilating fans, air conditioning equipment, water heaters, all pumps, ranges (built-in and free standing), refrigerators, garbage disposals, compactors, dishwashers, automatic door openers, washers and dryers, bathtubs, sinks, toilets, faucets and lighting fixtures, roofing materials, windows, siding, doors and floor coverings.
- B. **"Registered Builder"** - The person, corporation, limited liability company, partnership or other business entity which erected, constructed and sold the subject Home and which is identified on the signature page of this Certificate.
- C. **"Home"** - A single or a two family dwelling house or a cluster or condominium unit in a for sale multi-unit residential structure in which title to the individual unit is transferred to an individual in fee simple absolute under a condominium declaration.
- D. **"Systems"** - Exclusive of appliances, fixtures and items of equipment, including the following:
  - (i) **"Plumbing System"** - Gas supply lines and fittings; water supply, drain, waste and vent pipes and their fittings; sewer services piping and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system.
  - (ii) **"Electrical System"** - All wiring, electrical boxes, switches, outlets and connections up to the public utility connections.
  - (iii) **"Heating, Cooling and Ventilation Systems"** - Air ductwork, steam, water and refrigerant lines, registers, connector, radiation elements and dampers.

### General Provisions

- A. **RELATIONSHIP TO CONTRACT FOR CONSTRUCTION OR SALE.** In the event of a conflict this Limited Warranty shall subrogate to any or specific warranty provisions contained in the contract between Homeowner and the Registered Builder for the erection, construction and sale of the Home to the Homeowners pertaining to any and all claims or causes of action in any way concerning workmanship, materials or design.
- B. **DELAYS.** If the performance of the Registered Builder's obligations hereunder are delayed by any event not within the Registered Builder's exclusive control, the Registered Builder will be excused from performing until the effects of such event have been remedied. Examples of such events are acts of God, weather, governmental action or inaction, war, riot, civil commotion, sovereign conduct, availability of labor or materials, or acts of persons who are not parties of this Limited Warranty.
- C. **LEGAL RIGHTS.** This Limited Warranty affords the Homeowner and the Registered Builder specific legal rights with respect to claims or causes of action in any way arising from or relating to workmanship, materials or design of the Home covered hereby. Nothing in this Limited Warranty shall be construed as a waiver of, or otherwise conflict with Registered Builder's right to notice and the opportunity to cure any "construction defect" prior to Homeowner's commencement of any "dwelling action" under ORC §1312.
- D. **ENFORCEABILITY.** Should any provision of this Limited Warranty be deemed unenforceable by a court of competent jurisdiction, that determination will not affect the enforceability of the remaining provisions, which shall remain in full force and effect.
- E. **BINDING.** This Limited Warranty shall be binding on the Registered Builder and the Homeowner. Registered Builder's obligations under this Limited Warranty shall be conditioned upon Homeowner's satisfaction of its obligations under Homeowner's contract with Registered Builder and the satisfaction by Homeowner of its obligations under this Limited Warranty.



**COPY**

- F. **OHIO LAW.** This Limited Warranty is to be governed by and construed in accordance with the laws of the State of Ohio, together with any applicable federal law.

Exclusions

This Limited Warranty shall not extend to or include or be applicable to:

- A. Loss or damage to real property of off site improvements which are not part of the Home covered by this Limited Warranty.
- B. Any damage to the extent it is caused or increased by:
- (i) Negligence, improper maintenance or improper operation by anyone (including, without limitation, Homeowner) other than the Registered Builder, its employees, agents or subcontractors; or
  - (ii) Failure by the Homeowner or by anyone other than the Registered Builder, its employees, agents or subcontractors to comply with the manufacturer's warranty requirements for appliances, fixtures and items of equipment; or
  - (iii) Failure by the Homeowner to give written notice to the Registered Builder of any claims and defects within the one (1) year term of this Limited Warranty; or
  - (iv) Changes of the grading of the ground caused by anyone (including, without limitation, Homeowner) other than the Registered Builder; or
  - (v) Changes, alterations or additions made to Home by anyone other than the Registered Builder; or
  - (vi) Dampness or condensation due to the failure of the Homeowner to maintain adequate ventilation; or
  - (vii) The presence of mold, radon, urea-formaldehyde or any other biological pathogen or hazardous substance or material.
- C. Loss or damage which the Homeowner has not taken timely action to minimize.
- D. Any defect caused by, or resulting from, materials or work supplied by anyone other than the Registered Builder, its employees, agents or subcontractors.
- E. Normal wear and tear, normal deterioration and glass breakage.
- F. Loss or damage, not otherwise excluded under this Limited Warranty, which does not constitute a material departure from the Standards by the Registered Builder, its employees, agents or subcontractors.
- G. Loss or damage caused by or resulting from accidents, governmental action or inaction, riot and civil commotion, fire, explosion, smoke, water escape, water seepage, wind-driven water, falling trees or other objects, aircraft, vehicles, acts of God, lighting, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, changes in underground water table which were not reasonably foreseeable, radon and other natural or introduced gases, abuse of use of the Home, or any part thereof, beyond the reasonable capacity of such part for such use, or by any other external cause.
- H. Insect and/or vermin damage.
- I. Loss or damage which arises while the Home is being used for nonresidential purposes.
- J. Consequential damages including, without limitation, bodily or personal injury of any kind (including without limitation, physical or mental pain and suffering and emotional distress), medical hospital, rehabilitation or other incidental expenses, damage to personal property, or damage to any property or others.

- K. Loss or damage caused by or resulting from abnormal loading on floors, outdoor decks, trustees or roof framing by the Homeowner.
- L. Costs of shelter, transportation, food, moving, storage or other incidental expense related to inconvenience or relocation during repair or any other costs due to loss of use, inconvenience or annoyance.
- M. Any defect claim not report by Homeowner, in writing, to the Registered Builder within the one (1) year term of this Limited Warranty.
- N. Defects in any property which were not included in the original Home delivered for the original final contract price of the Home.
- O. Without limiting paragraphs A through N above, examples of common exclusions are:
- (i) Nicks, chips, scratches, and dents in paint, walls, woodwork, screens, windows, doors, floors, cabinets, countertops, sinks, fixtures, mirrors, glass, siding, etc.\*
  - (ii) Interior pain, stain, or varnish.\*
  - (iii) Condensation on windows, skylights, pipes, commodes, cold-air returns, etc.
  - (iv) Damp spots on basement walls or normal shrinkage-settlement cracks.
  - (v) Interior or exterior concrete cracking, spalling or pitting.
  - (vi) Septic system performance, maintenance, or modification.
  - (vii) Water quantity or quality.
  - (viii) Shrinkage-settlement cracks in woodwork, grout, countertops, etc.\*
  - (ix) Minor depressions or standing water on asphalt or concrete drives.
  - (x) Floor squeaks.
  - (xi) Ice buildup in gutters or on roofs.
  - (xii) Clogged sewers.
  - (xiii) Longevity of trees, shrubbery and grass.
  - (xiv) \*These Items are excluded only after your acceptance of the Home.

#### Claims Procedures

- A. **Submission of Claims to Registered Builder.** Written notice of a Homeowner claim or complaint must be delivered directly to the Registered Builder. Such notice shall state the nature of the complaint in specific detail including applicable dates. Pursuant to Ohio Revised Code Chapter 1312, the Homeowner's notice shall further itemize any claimed "construction defect" in sufficient detail to satisfy the notice requirements thereof.
- B. **Time of Notice of Complaint.** Written notice of a complaint under the Limited Warranty must be received by the Registered Builder within one (1) year of the Commencement Date stated below.

**COPY**

- C. **Response by Registered Builder.** The Registered Builder shall have a period of thirty (30) days to visit the Home and investigate the claim or complaint. Should Registered Builder acknowledge the validity of the warranty claim the Registered Builder shall have an additional thirty (30) day period in which to commence the necessary repairs or replace the defective materials. Either thirty (30) day period may be extended by the Registered Builder should inclement weather or the actions of others, including Homeowner, prevent access. The procedure stated herein shall be in lieu of the notice and right to cure procedure set forth in ORC Chapter 1312 should the Homeowner's claim not involve a "substantial rehabilitation" or otherwise involve a "dwelling action" as therein defined. Should ORC Chapter 1312 be applicable to the alleged warranty claim, the procedures of ORC Chapter 1312 shall control over any conflicting procedure set forth herein.
- D. **Dispute Settlement Through Mediation.** If the Homeowner and the Registered Builder disagree concerning the Registered Builder's obligations under this Limited Warranty (or the Registered Builder does not respond to the Homeowner's complaint), and any such warranty claim does not involve a potential "dwelling action" under ORC Chapter 1312, then the Homeowner or Registered Builder may request an informal dispute settlement (mediation) concerning such claim by submitting a request letter to the American Arbitration Association ("AAA") or a mutually agreed upon service. This letter must specifically request dispute mediation and identify the Homeowner and the Registered Builder, the Home address, the defects claimed and the repairs sought. The letter requesting dispute settlement shall be accompanied by the requisite AAA or mutually agreed upon service forms and filing fee in effect at the time such request is made. Homeowner must also include a copy of the claim or complaint letter previously sent to the Registered Builder and a copy of this Limited Warranty. Mediation shall be conducted in accordance with AAA or mutually agreed upon service's mediation procedures. A copy of the Homeowner's complaint and request for mediation shall also be sent to the HBA, 6140 West Creek Road, Independence, Ohio 44131. Another party may serve as mediator by mutual agreement of the Builder and Homeowner, and in such case all references herein to AAA or mutually agreed upon service will be deemed to mean the chosen mediator or service.
- E. **Arbitration.** If the Homeowner and the Registered Builder cannot reach an agreement directly or through mediation, upon written request to the AAA or mutually agreed upon service, by either the Homeowner or the Registered Builder, and solely in the event that ORC Chapter 1312 is not otherwise applicable, then either party may request that any matter covered by this Limited Warranty be determined by AAA or mutually agreed upon service arbitration as to the existence of the defect or defects claimed and the nature and cost of the repair or replacement, which arbitration shall be conducted in accordance with the AAA or mutually agreed upon service rules, to the extent that such rules do not conflict with this Limited Warranty. Another party may serve as arbitrator by mutual agreement of the Builder and Homeowner, and in such case all references herein to AAA or mutually agreed upon service will be deemed to mean the chosen arbitrator or service. The party seeking such arbitration shall submit the requisite AAA or mutually agreed upon service forms and shall pay the AAA or mutually agreed upon service filing fee for such arbitration. Provided that the provisions of this Section are followed by the arbitrator, the arbitration decision shall be binding upon both the Homeowner and the Registered Builder. The arbitrator shall determine whether the claims have been timely filed within the Warranty Period before proceeding with the arbitration of the merits of such claims.
- If the arbitration decision requires work to be performed by the Registered Builder, the time allowed by such decision for the Registered Builder's performance will be measured from the date the Registered Builder receives the written decision from the arbitrator and will be extended automatically if weather, strikes, availability of labor or materials, governmental action or inaction or other matters not within the Registered Builder's control interfere with such performance. The arbitrator's award shall not conflict with or exceed the terms of this Warranty.
- F. **Notices.** All notices to the Registered Builder or to the Homeowner must be sent by certified or registered mail, postage prepaid, return receipt requested, to the recipient at the address shown for the recipient below in this Limited Warranty, or to whatever other address the recipient may so designate in writing as provided herein. Any notice required to be given hereunder shall be deemed to be received upon receipt.

**COPY**

### **PART III: HOMEOWNER MAINTENANCE SCHEDULE**

#### **HOMEOWNER MAINTENANCE SCHEDULE**

Proper Maintenance of your new Home protects your investment, helps eliminate hazards and breakdowns, and ensures the safety of your family and friends. The following maintenance program is suggested. The list is not intended to cover all requirements in every home. There may be more items you will want to check for condition and repairs. Do a little each month... the small amount of time involved is well worthwhile.

**NOT FOR  
OFFICIAL USE**

**COPY**

**JANUARY**

- Clean or change FURNACE FILTER
- Check FURNACE FAN BELT
- Check ice build-up
- Check WATER HEATER OVERFLOW VALVE
- Check EXHAUST FANS
- Clean RANGE HOOD FILTER

**FEBRUARY**

- ANNUAL SAFETY CHECK
  - Door Locks
  - Smoke Detector
  - Window locks
  - Potential Fire Hazards e.g. flammable materials near furnace and pipes
- Check ice build-up

**MARCH**

- Clean or change FURNACE FILTER
- Check ATTIC FOR VENTILATION
- Check SUMP PUMP FOR OPERATION
- Clean RANGE HOOD FILTER
- Clean CATCH BASINS in garage and driveway (if applicable)
- Check for ice build-up

**APRIL**

- Check GUTTERS & DOWNSPOUTS
- Clean and adjust HUMIDIFIER
- Inspect BASEMENT or CRAWL SPACE
- Check ROOF (loose shingles & flashing)
- Check DRIVEWAYS & WALKS
- Check WATER HEATER
- Plan LANDSCAPING (including grading away from foundation)
- Check EXTERIOR FINISHES & LIST AREAS NEEDING PAINTING

**MAY**

- Inspect FENCES
- Check CAULKING
- Renew EXTERIOR FINISHES
- Check WINDOWS & SCREENS
- Check and switch field use for SEPTIC SYSTEM (if applicable)
- Clean RANGE HOOD FILTER
- Check Basement beams & posts
- Check LAWN preparation
- Check ATTIC VENTILATION
- Oil DOOR HINGES

**JUNE**

- inspect AIR CONDITIONING
- Check ROOF FOR LOOSE SHINGLES
- Check OUTBUILDING
- Clean SEPTIC SYSTEM (if applicable)
- Check SCREENS

**JULY**

- Air out damp BASEMENTS on dry sunny days/dehumidify
- Clean AIR CONDITIONER
- Clean EXHAUST FANS
- Clean RANGE HOOD FILTER
- Check WATER OVERFLOW VALVE
- Fertilize LAWN

**AUGUST**

- Clean AIR CONDITIONER FILTER
- Check GROUND SLOPE
- Air out damp BASEMENTS on dry sunny days
- Inspect DRIVEWAYS & WALKS. REPAIR CRACKS, and seal driveway
- Inspect DOORS & LOCKS

**SEPTEMBER**

- Check EXTERIOR FINISHES
- Check CAULKING (Windows & doors)
- Plant new LAWN (if necessary)
- Check FIREPLACE CHIMNEY & CHIMNEY CAP
- Fertilize LAWN
- Check OIL TANK & FILTER (if applicable)
- Clean RANGE HOOD FILTER
- Inspect BASEMENT or CRAWL SPACES
- Have FURNACE & HUMIDIFIER services
- Check BATH TUB CAULKING
- Repair CRACKS IN ALL CONCRETE SURFACES

**OCTOBER**

- Check WINDOWS & SCREENS
- Drain EXTERIOR WATER LINES INCLUDING HOSE BIBS
- Check ROOF SHINGLES & FLASHING
- Check WEATHER STRIPPING
- Remove HOSES from hose bibs
- Check SEPTIC SYSTEM (if applicable)
- Clean RANGE HOOD Filter
- Winterize LANDSCAPING and SPRINKLER SYSTEM
- Clean FURNACE WATER
- Check WATER HEATER OVERFLOW VALVE

**NOVEMBER**

- Check ATTIC FOR VENTILATION
- Inspect ALL FLOOR DRAINS & POUR A PAIL OF WATER IN THE DRAIN
- Clean RANGE HOOD FILTER
- Clean FURNACE FILTER
- Balance HEATING SYSTEMS (Winter open upstairs/Summer downstairs)
- Check and clean GUTTERS & DOWNSPOUTS

**DECEMBER**

- Check AIR DUCTS & CLEAN HOT AIR DIFFUSERS
- Check ice build-up
- Clean FURNACE FILTER
- Clean HUMIDIFIER (Note: Furnace filter should be changed according to manufacturer's recommendations.)

**COPY**

NOTES

**NOT FOR  
OFFICIAL USE**