

Welcome To Your New Home

6/9/05

Thank you for choosing Buckingham Pointe as your new community. We know that you had other alternatives and we appreciate that you placed your trust with us. We are proud of your new home and are confident that you will find it all that you hoped it would be.

In order to make your move as pleasurable and effortless as possible, we have prepared this Homeowner's Manual and Warranty. In it are contained some of the more important things you should know about your new home. The homeowner's maintenance responsibilities together with valuable tips on the proper care of your home are covered. Also stated are the terms of the warranty on certain elements of your new home -- the extent to which we can and cannot assume responsibilities for providing corrective work.

We urge you to read these pages carefully, reviewing them from time to time, for we believe they will help you protect your investment.

We wish you many happy years in your new home.

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The new home orientation, sometimes referred to as a walk-thru, is a very important day. This is the day that you have an opportunity to learn the details about your new home and its many integrated systems. This process usually takes 60 to 90 minutes. Because the materials and information you will be reviewing will require your attention, we suggest that if you have any small children that you make arrangements for a sitter, rather than bring them to the orientation.

Our office will call you with at least one week's notice of your orientation. Typically, the new home orientation occurs 72 hours before the closing. As the date of the orientation approaches, there will likely be many people working in and many things happening to your home, and sometimes buyers become concerned that the home won't be ready in time. This is normal. Don't be alarmed or concerned with the progress of your home as the orientation approaches. Also, please save yourself the time and aggravation of trying to arrange "pre-orientation" orientations. Our quality control system has several internal checklists to address issues of quality and completion.

During the orientation, aside from becoming familiarized with the operation of your home's systems and equipment, you will have an opportunity to inspect the home. Despite our best efforts and substantial internal review process, there may be items noted during the orientation. If necessary, we will discuss and reach mutual agreement on any items which require correction, and those items will be recorded on the orientation form.

The speed with which we can attend to any items which need correction can be affected by the number of move-ins during the same period, scheduling the necessary labor, ordering and receiving the necessary supplies and/or materials, and the cooperation of Mother Nature. By carefully reviewing the material in this booklet, you will have a better idea of some of the features of your new home and those items which should receive special attention during your orientation. Please don't be afraid or embarrassed to ask any question during the course of the orientation. Understanding your home better will make living in it much more enjoyable.

Several Items which should receive your attention during the orientation;

Water Heater, Furnace and Appliances

Make sure you understand their operation and warranties, as they are covered under a separate manufacturer's warranty.

Kitchen Cabinets, Bathroom Vanities, Countertops, Wood Railings, Floorings

Visible defects, such as cracks or chipping, not listed on your orientation form will not be covered by the warranty.

Lighting Fixtures

Light fixtures will be repaired or replaced only if they were noted on the orientation form.

Plumbing Fixtures

Damaged or chipped fixtures will only be repaired or replaced if they have been listed on the orientation form.

Broken Windows, Mirrors and Damaged Screens

Windows, mirrors, and window screens are not warranted against damage. However, any broken, chipped or cracked glass or mirrors, and any damaged screens, will be repaired or replaced if listed on the orientation form.

Siding

Damaged siding will be replaced only if noted on the orientation form.

Gutters and Downspouts

Damaged gutters and downspouts will be replaced only if recorded on the orientation form.

Drywall Gouges and Paint Scratches

Inspect the drywall and paint thoroughly; touch-up will be performed only if noted on the orientation form and or marked in home.

During your one year builder warranty period, you may choose to have the below adjustments and touch-ups performed in your home.

HVAC System

During the first year of living in your new home, you may notice minor temperature fluctuations from room to room. This may be due to some rooms in your home receiving more air flow than others. During the warranty period, you may choose to have a one time “Balancing” of your HVAC System. During this process, the dampers in your basement HVAC ducts in your basement are adjusted and custom tuned to your preference.

Swing & Bifold Doors

During the first year you live in your new home, you may notice certain doors closing with less ease than others. This is due in part to humidity and temperature changes and the natural drying of structural members of your home. The builder will adjust poorly closing doors during the eleventh month of the warranty.

Grout Touch Up

Builder will repair grouting one time during the Homeowner Warranty period.

Paint Touch Up

During the first year, your home will undergo an acclimation process. The various seasons will cause various members of your home to adjust. This can cause minor cracks and chips in your wall components. During the eleventh month of your Homeowner Warranty, you may choose to have a paint touch up performed to repair these blemishes. Only rooms that have not been custom painted or wallpapered will be repaired.

Warranty Booklet

All the manufacturer warranties for your home will be placed in a Warranty Booklet. This booklet will be presented to you at the time of your orientation. Upon moving in to your home, you should read through this booklet and register or validate any of your various manufacturer warranties.

It is especially important to inspect the items above because as soon as you begin moving in, you will (through normal everyday living) bump walls, scratch cabinets, and perhaps even break a window. Our objective is to turn the home over to you in proper condition. At the orientation, we will provide you with a can of touch up paint and some other supplies you will find useful.

Please take your time and thoroughly orient yourself to your new home. Your careful inspection of the home, combined with a familiarity with this booklet, will help avoid potential misunderstandings.

Summary of your Warranty

The warranties set forth in this booklet are made by Buckingham Pointe LLC, or assigns, ("Builder"/"we") to the original purchaser of the new home ("you"/"your"), concerning certain components of your new home.

Builder warrants that, in the event of a defect covered by this warranty, we will repair or replace the defective item as soon as possible after you report the defect. The time within which such action can be taken may be affected by factors such as weather, material shortage and labor stoppages. However, we are not obligated to spend any more than the purchase price of the home to repair or replace the defective item.

Builder warrants to you those components of your home as indicated by the express statements set out in this booklet. In each case the warranties made are subject to the limitations specified in each such paragraph and further subject to the following general limitations and exclusions.

Taken together, these provisions constitute the entire warranty, and the only warranty that Builder makes on your home. Other than these express statements, no additional warranty, representation or undertaking of any kind, whether express or implied written or oral, is made as per paragraph nine (9) of your purchase contract. Unless specifically stated otherwise, the warranty period for any item addressed herein is for one year from the date of closing.

This warranty does not cover any consumer products which may be furnished with your home (such as, but not limited to, any refrigerator, freezer, trash compactor, range, oven, microwave, dishwasher, etc, and any other items construed to be consumer products under applicable federal law.) We make no warranty for any such consumer product, whether express or implied, including any implied warranty of merchantability or fitness. We do not adopt any warranty of any consumer products by any manufacturer, installer and/or other supplier. Manufacturer warranty and maintenance information will be given to you at the time of the new home orientation for these items in your home.

We do not assume responsibility for any incidental, secondary or consequential damages (other than for personal injury) arising from, relating to or caused by any defect in your home or any defect in any consumer product furnished therewith, regardless of whether the defect is covered by this warranty.

The warranties described in this booklet are made by Builder in lieu of any other warranty on the home, express or implied, including but not limited to any implied warranty of merchantability, habitability, quality or fitness for a particular purpose.

This warranty does not cover any part of your home other than the components which are specifically described in this booklet.

We assume no obligation for the maintenance of your home or any part of it.

This warranty does not apply to ordinary wear and tear on your home, or to any defect arising from improper or negligent use or maintenance of your home or of any component thereof, or to any defect arising from any act or circumstance beyond the control of Builder

This warranty does not cover any person or entity other than the original purchaser of the home.
This warranty does not cover any subsequent owner of the home or of any interest in the home

If your home is a townhome or condominium, work related to the exterior of the home, including grading, drainage and driveways will be impacted by subcontractors hired by the related homeowner's association ("the association"). It is your responsibility to bring any matters of importance or non-compliance to the attention of the association, so that proper action can be taken.

Helpful Tips and Information

Your home is the result of the coordinated efforts of hundreds of suppliers, craftsmen and laborers, assembling thousands of natural and synthetic components. It is a daunting task.

You can expect that during the course of your first year in your home you will encounter some typical "curing" situations. These occur as your home goes through a full cycle of heating and cooling and adjusts to its environment.

Here are some helpful hints to help you anticipate some of the things you may experience;

Wood, Drywall and Paint

Like other organic building materials, wood may contract and expand with weather changes. It may shrink under extreme dryness or swell under extreme humidity. Some shrinkage and swelling is unavoidable. The primary areas to be affected include doors, baseboards, and wood floors. The drywall placed over the wooden studs is impacted by the wood's curing process. The shrinking, deflecting and bowing of studs will produce "nail-pops" where the screw head will become visible under the paint. Shrinkage throughout the home may be uneven. To help reduce shrinkage, swelling and nail-pops, try to keep the home at an even temperature and humidity. After the one-year warranty period these nail-pops should be repaired by gently driving the screw head back into the drywall and spackling any necessary patch. Spackle can be obtained at any hardware store. The touch-up paint will be provided at the time of your new home orientation. Please note that touch-up paint may not match due to fading of the painted wall.

Doors

Particularly during winter heating, which causes moisture changes, doors can temporarily warp and stick. We suggest that you apply wax to the tracks of bi-fold doors to avoid sticking. Use graphite on door locks, not oil which may gum up the mechanism.

Resilient Floors

Resilient floors can provide years of beauty and durability. Three problems which occasionally arise with resilient floors are; raised nail heads, seam lifting or peaking, and ridging of underlayment. Raised nail heads are caused by movements of floor joists, because of shrinking and deflection. We have attempted to minimize this problem, but it still may occur. Seam lifting occurs when water seeps through a seam of the resilient floor. It occurs most often in the bathroom near the tub. As part of your normal home owner maintenance, you should caulk tub and floor joints with an appropriate compound. Ridging of underlayment refers to seeing the joints of the underlayment through the flooring. Unfortunately, this is sometimes unavoidable. Also please note that resilient floors can be permanently damaged by sharp objects. Using casters will help protect your floors from furniture legs. Do not drag, pull or push furniture or appliances, such as refrigerators, across resilient floors. Instead, place the furniture or appliance on a blanket or towel.

Ceramic Tile and Countertops

Ceramic tiles are beautiful but can break easily if heavy objects or sharp objects are dropped on them. During normal use, hairline cracks may develop in grouting between tiles, and between

tiles and other surfaces, due to normal settling. Both can be repaired by simply filling with a grouting available at any hardware store. A clear silicon sealer can be used on grout lines of ceramic tile to sustain the original look of the grout.

Carpeting

Carpeting comes in standard widths. Seaming of the carpet is unavoidable in installation. Every effort is made to limit the number of seams, and to locate them as unobtrusively as possible. Nevertheless seams can be noticed. Humidity may sometimes make your carpet appear loose. The first three or four months your new carpet is down, excess yarn will appear on the carpet surface and in your vacuum cleaner bags-this is normal. Within six months this condition should resolve itself.

Water Heater/HVAC System

These mechanical systems in your home are covered by their own manufacturer's warranty, rather than our limited warranty. Be sure to complete and send in your warranty registrations. To improve their performance and longevity, pay special attention to the care and maintenance schedules provided by the manufacturer. We suggest that you flush your water heater every six months and replace the filters on your furnace monthly. During the first year after your home is built, you may need to change your filter more often due to construction dusts that have settled in your HVAC System. When heating and cooling your home leave doors open to allow better air circulation. During your new home orientation, ask as many as questions as necessary to understand the operation of your mechanical systems.

Plumbing, Water and Sewer Lines

We ask that you thoroughly inspect all plumbing fixtures in your home during your new home orientation for chips or damage. Chips or damage not noted at that time will not be covered under this warranty. The faucets installed in your home should require little or no maintenance, however, they may periodically require new washers to prevent drips or leaks. Washer replacement is the responsibility of the homeowner. Most problems with water and sewer lines can be avoided by not stuffing large objects into the drain lines. Care should be taken to avoid disposal of sanitary napkins, disposable diapers and other such materials in plumbing fixtures. It is best to try using a plunger before calling the service department. A good rule to remember when using your garbage disposal is to keep a generous supply of water running to keep the drain clear.

Electrical

The wiring in your home will accommodate a number of electrical appliances. If you find an outlet does not work, your circuit breaker may have tripped. It may have tripped for a variety of reasons, and you should investigate to determine why and correct the problem; the circuit could be overloaded by an oversized appliance, too many appliances on the same circuit, worn out cords, defective plug connections or defective appliances. If appliances such as your dishwasher or garbage disposal do not work, check the circuit breaker and the heat reset button. Certain outlets in your home are "switched". These outlets will be marked with a black dot. Appliances such as your dishwasher and in sink disposal unit may be wired to a switch. If an outlet or appliance is not functioning, please check to make sure that these switches are not turned off.

Cabinets

The cabinets in your home are factory finished and should be cared for much the same way as fine wood furniture. Scratches may develop which can usually be taken care of with scratch

removing furniture polish or coated with a wax stain. Please take special care to examine your cabinets during your new home orientation; as with your plumbing and countertops, items not noted at that time will not be considered warrantable.

Windows and Sliding Glass Doors

Your windows are designed for easy care and low maintenance. The bottom tracks of sliding glass doors must be kept clean. Paraffin is a good lubricant for these tracks.

Laminated and Cultured Marble Countertops

Laminated tops are heat resistant not heat proof. Do not put hot objects on either the cultured marble or laminated countertop. Your laminate tops can be cut from the slicing of foods, take care to use a cutting board. Cultured marble tops should not be cleaned with an abrasive cleaner, however, a low-abrasion cleaner may be used on laminated tops. The best cleaner for cultured marble tops is water. Your laminated tops and cultured marble tops will require caulking from time to time. Caulking is considered a homeowner maintenance item. Your granite or cultured marble tops will require sealing from time to time.

Natural Stone

Your natural stone tops will provide you and your family with years of beauty if properly maintained. Natural stone is a naturally porous material and therefore susceptible to staining and bacteria if left unsealed. Your natural stone top has been sealed upon installation, but will require resealing every 6-12 months thereafter. It is recommended a reputable dealer perform this normal homeowner maintenance. Natural stone is heat sensitive and can also be scratched by a knife; please use a cutting board or other protection.

Roofs, Gutters and Downspouts

Gutters and downspouts should be kept free of tree limbs, leaves or other obstructions which will stop the downspout from functioning properly and eventually cause leaks. In cases where leaks arise from damage caused by severe winds exceeding 30 M.P.H. Builder suggests that you contact the insurance agent responsible for your homeowner's insurance. Normal shrinkage will cause the need for caulking around vents and flues on the roof, failure to perform this maintenance task, in time, may result in leaks.

Warranty Specifications

This section of the booklet provides you with valuable information concerning your new home and sets out all Builder obligations to you in connection with its construction. It lists what we can and cannot assume responsibility for, that is, what the warranty does and does not cover. You should read this before your new home orientation so that you will know from the outset what areas are Builder responsibility and which areas are your responsibility. This will avoid later misunderstandings.

How to obtain needed service:

Use the phone list provided at your orientation to contact the appropriate contractor for emergency service work regarding plumbing, electrical and HVAC issues. For other service matters, we ask that you use service request forms. You will be shown how to properly complete them, listing the nature of the items requiring attention. When completed, the form should be sent to the address you will be provided with. Service may also be requested online at www.dbghomes.com; please follow the “Homeowners” link. Except in the event of an emergency, we ask that all requests be made in writing or online, this allows us to better track the resolution of the problem.

The customer service and warranty program does not include maintenance of your home or those items not specifically covered in the pages that follow. Even though you may list an uncovered item on a warranty service form, we cannot correct it.

Normal service calls will be made at your home Monday through Friday from 8:00AM to 3:00PM. We will not enter your home unless an adult 18 or older is present. Therefore, we ask that you include in your service request the hours when your home is available and when an adult will be there. It is also important to list your home and business telephone numbers and your street address. Unfortunately, service calls cannot be scheduled in the evening or on the weekends.

Emergency service at all times can be obtained by calling the sub-contractor directly. A list of emergency contact will be supplied to you at your Homeowner Orientation. The following situations **only** are considered Emergency Service:

- Total stoppage of the plumbing sewer system,
- A water leak which requires the water service be shut-off to avoid serious damage to the building and/or furnishings,
- Complete loss of heat,
- Malfunction of Electrical System

Should you fail to get an answer at the number listed for either plumbing, electric or heating, you can contact a local emergency contractor. The payment for any service call must be made by the homeowner. Builder will reimburse the homeowner, if the problem is not a homeowner responsibility. Every effort should be made to contact the primary contractor first.

1. Site Work

A. Site Grading

Possible Deficiency Settling of ground around foundation, utility trenches or

other areas.

Performance Standard Settling of ground around foundation walls, utility trenches
draining or other filled areas shall not interfere with water
 away from the home.

Responsibility Homeowner is responsible to maintain the grade around
 residence as minor settling will occur within the first year.
 Builder shall fill settled areas affecting proper drainage
 during the warranty period.

B. Site Drainage

Possible Deficiency Improper drainage of the site.

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

Responsibility Builder is responsible only for initially establishing the
 proper grades and swales. The home-owner is responsible
 for maintaining such grades and swales once they have
 been properly established. The home owner shall not
 change or block any drainage that has been established by
 Builder.

2. Concrete

A. Expansion and Contraction Joints

Possible Deficiency Separation or movement of concrete slabs within the
 structure at expansion and contraction joints.

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

Responsibility Refer to “Cracking of Basement Floor” Responsibility

B. Cast-In-Place Concrete

1. Possible Deficiency Foundation Wall Cracks

Performance Standard Cracks are not unusual in concrete foundation walls. Such cracks greater than 1/4 inch in horizontal displacement shall be repaired.

Responsibility Builder will repair cracks in excess of 1/4 inch in width and repair may not match in color. Builder will also repair any cracks where water is penetrating.

2. Possible Deficiency Cracking of Basement Floor

Performance Standard Minor cracks in concrete basement floors are normal. Cracks exceeding 1/4 inch in width or 1/4 inch in vertical displacement shall be repaired.

Responsibility Builder will repair cracks over performance standards by surface patching or other methods as required. Repairs may not match in color.

3. Possible Deficiency Cracking of Slab in Attached Garage.

Performance Standard Cracks in garage slabs in excess of 1/4 inch in width or 1/4 inch in vertical displacement shall be repaired.

Responsibility Builder will repair cracks over performance standards by surface patching or other methods as required. Repairs may not match in color.

4. Possible Deficiency Cracks in Concrete Slab-On-Grade Floors with Finish Flooring.

Performance Standard Cracks which rupture the finish flooring material shall be repaired.

Responsibility Builder will repair the cracks, as necessary, so as not to be

readily apparent when the finish floor material is in place and will repair the floor covering.

5. Possible Deficiency Pitting, Scaling, Spalling, or Cracking of Concrete Work
- Performance Standard Some pitting, scaling, spalling, or crazing is normal due to the freeze/thaw cycle.
- Responsibility Builder will review any excessive pitting, scaling or spalling. Builder is not responsible for deterioration caused by salt, chemicals, mechanical implements and other factors beyond its control.
6. Possible Deficiency Settling, Heaving or Separating of Stoops, Steps or Garage Floors.
- Performance Standard Stoops, steps, or garage floors shall not settle, heave or separate in excess of 1 inch from the house structures.
- Responsibility Builder will take whatever corrective action is required to meet the performance standard. Repair may not match in color.
7. Possible Deficiency Standing Water on Stoops
- Performance Standard Water should drain off from outdoor stoops and steps. The possibility of minor water standing on stoops for an 8-hour period after rain can be anticipated.
- Responsibility Builder shall take corrective action to assure drainage of steps and stoops. Color of repair may not match.
8. Possible Deficiency Dampness is Evident on Basement Walls or Floor
- Performance Standard Dampness caused by wicking through the basement walls or floor and condensation of water vapor onto cool walls and floor are not the responsibility of Builder.
- Responsibility Builder will review excessive dampness in foundation walls or floor.

3. Masonry

Unit Masonry

<u>Possible Deficiency</u>	<u>Cracks in Masonry Walls or Veneer.</u>
Performance Standard	Small hairline cracks due to shrinkage are common in mortar joints in masonry construction. Cracks greater than 1/8 inch in width are considered excessive.
Responsibility	Builder will repair cracks in excess of performance standard by pointing or patching. These repairs shall be made during the warranty period. Color variation between old and new mortar may occur.
Performance Standard	Some grey spots on brick appear to be mortar. This is merely the coloring of the brick and requires no action.
Responsibility	Builder will take no action if coloring is part of natural color of brick.

4. Carpentry

A. Rough Carpentry

1. <u>Possible Deficiency</u>	<u>Floors Squeak or Subfloor Appears Loose</u>
Performance Standard	Floor squeaks and loose subfloor are often temporary conditions common to new construction, and a squeak-proof floor cannot be guaranteed.

Responsibility	Builder will investigate customer service request regarding this item which is normally not warranted. If, however, we determine that the item in question is warranted, because of extenuating circumstances, we will respond accordingly.
2. <u>Possible Deficiency</u>	<u>Uneven Floors</u>
Performance Standard	Floors shall not have more than 1/4 inch ridge or depression within any 48 inch measurement.
Responsibility standard.	Builder will correct or repair to meet performance standard.
3. <u>Possible Deficiency</u>	<u>Bowed Walls</u>
Performance Standard	All interior and exterior walls have slight variances on their finished surfaces. Bowing of walls should not detract from, or blemish the wall's finished surface. Walls should not bow more than 1/4 inch out of line within any 8 foot horizontal or vertical measurement.
Responsibility	Builder will repair to meet performance standard.
4. <u>Possible Deficiency</u>	<u>Out-of-Plumb Walls</u>
Performance Standard	Walls should not be more than 3/8 inch out-of-plumb for any 8 foot vertical measurement.
Responsibility	Builder will repair to meet the performance standard.
B. Finish Carpentry (Interior)	
<u>Possible Deficiency</u>	<u>Interior Trim Workmanship</u>
Performance Standard	Joints in moldings or joints between moldings and adjacent surface shall not result in open joints exceeding 1/8 inch in width.
Responsibility	Builder will repair defective joints as defined, one-time, after the first heating season.
C. Finish Carpentry (Exterior)	
1. <u>Possible Deficiency</u>	<u>Exterior Trim Workmanship</u>
Performance Standard	Joints between exterior trim elements, including siding and

masonry, shall not result in open joints in excess of 3/8 inch. Builder will caulk these joints initially, but these joints are subject to separation. In all cases the exterior trim, masonry and siding shall be capable of performing its function to exclude the elements. It is the homeowner's responsibility to maintain the exterior caulk of the residence as seasonal variations will cause caulk separations.

Responsibility Builder will repair open joints that allow water penetration or exceed the performance standard.

2. Possible Deficiency Wood Beam or Post is Split, Twisted, Bowed.

3/4 Performance Standard Beams and posts, especially those 3 1/2 inches or greater in thickness will sometimes split, twist or bow. Such splitting is a natural characteristic of wood. Splits exceeding 3/8 inch in width, bows and twists exceeding inch in 8 feet, and cups exceeding 1/4 inch in 5 1/2 inches are unacceptable.

Responsibility Builder shall repair or replace any post or beam not complying with performance standards.

3. Possible Deficiency Roof is Wavy from Bowed Sheathing

Performance Standard Roof sheathing shall bow no more than 1/2 inch in 2 feet.

Responsibility Builder will straighten any roof sheathing bowed in excess of the performance standard.

5. Thermal and Moisture Protection

A. Insulation

Possible Deficiency Insufficient Insulation

Performance Standard Insulation shall be installed in accordance with acceptable energy and building code requirements.

Responsibility Builder will install insulation in sufficient amounts to meet performance standard.

B. Louvers and Vents

Possible Deficiency Leaks Due to Snow or Rain Driven into Attic through Louvers or Vents

Performance Standard Attic vents and/or louvers must be provided for proper ventilation of the attic space of the structure.

Responsibility Builder will investigate customer service request regarding this item which is not normally warranted. If, however, we determine that the item in question is warranted, because of extenuating circumstances, we will respond accordingly.

C. Roofing and Siding

1. Possible Deficiency Ice Build-Up on Roof/Ice Damming.

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

Responsibility Removal of ice build-up on the roof and gutters is a homeowner maintenance responsibility.

2. Possible Deficiency Roof or Flashing Leaks.

Performance Standard Roofs or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice build-up or homeowner action or negligence. Roofing material has been designed to withstand sustained winds up to 30 M.P.H.

Responsibility Builder will repair any verified roof or flashing leaks.

D. Sheet Metal

1. Possible Deficiency Gutters and/or Downspouts Leak.

Performance Standard Gutters and downspouts shall not leak but gutters may overflow during heavy rain.

Responsibility Builder will repair leaks. Gutters and downspouts must be kept free of leaves and debris which could cause overflow.

<p>2. <u>Possible Deficiency</u></p> <p>Performance Standard</p> <p>install possible certain sections of</p> <p>Responsibility</p>	<p><u>Water Standing in Gutters.</u></p> <p>When gutter is unobstructed by debris, the water level shall not exceed 1 inch in depth. Industry practice is to gutters approximately level. Consequently, it is that small amounts of water will stand in gutter immediately after a rain.</p> <p>Builder will correct to meet performance standard.</p>
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6. Doors and Windows

A. Swing & Bifold Doors

<p>1. <u>Possible Deficiency</u></p> <p>Performance Standard</p>	<p><u>Warping of Exterior Doors.</u></p> <p>Exterior doors will warp to some degree due to temperature differential on inside and outside surfaces. However, they shall not warp to the extent that they become inoperable or cease to be weather resistant or exceed National Woodwork Manufacturers Associated Standards (1/2 inch,</p>
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measured diagonally from corner to corner).

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|-------------------------------|---|
| Responsibility | Builder will correct or replace and refinish defective doors once during the warranty period. Installation of a storm door will void warpage warranty. |
| 2. <u>Possible Deficiency</u> | <u>Warpage of Interior Passage and Closet Doors.</u> |
| Performance Standard | Interior doors (full openings) shall not warp in excess of NWMA standards (see above). |
| Responsibility | Builder will correct defective doors. This will be done after the first heating season. |
| 3. <u>Possible Deficiency</u> | <u>Shrinkage of Insert Panels Show Raw Wood Edges.</u> |
| Performance Standard | Panels will shrink and expand and may expose unpainted surface. |
| Responsibility | Builder will investigate customer service request regarding this item which is not normally warranted. If, however, we determine that the item in question is warranted, because of extenuating circumstances, we will respond accordingly. |
| 4. <u>Possible Deficiency</u> | <u>Split in Door Panel.</u> |
| Performance Standard | Split panels shall not allow light to be visible through the door. |
| Responsibility | Builder will, if light is visible, fill split and match paint or stain as closely as possible, one time in warranty period. |

B. Glass

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| 1. <u>Possible Deficiency</u> | <u>Stress Crack in Glass.</u> |
| Performance Standard | Glass should not crack under normal usage. |
| Responsibility | Builder will investigate customer service request regarding this item which is not normally warranted. If, however, we determine that the item in question is warranted, because of extenuating circumstances, we will respond accordingly. |
| 2. <u>Possible Deficiency</u> | <u>Condensation in Thermopane Windows or Doors.</u> |

Performance Standard Condensation should not occur within thermopane windows or doors.

Responsibility Builder will replace any glass doors or windows if condensation forms between the panes of glass.

C. Garage Doors

1. Possible Deficiency Garage Doors Fail to Operate Properly, Under Normal Use.

Performance Standard Garage doors shall operate properly.

Responsibility Builder will correct or adjust garage doors as required.

2. Possible Deficiency Garage Doors Allow Entrance of Snow or Water.

Performance Standard Garage doors shall be installed as recommended by manufacturer. Some entrance of the elements can be expected under abnormal conditions.

Responsibility Builder will adjust or correct garage doors to meet manufacturer's recommendation. Installation of garage door opener by home owner voids Builder warranty.

D. Windows

1. Possible Deficiency Malfunction of Windows

Performance Standard Windows shall operate with reasonable ease, as designed.

Responsibility Builder will correct or repair as required to meet the performance standard.

2. Possible Deficiency Condensation and/or Frost on Windows.

Performance Standard Windows will collect condensation on interior surfaces when extreme temperature differences and high humidity levels are present. Condensation is usually the result of climatic/humidity conditions within the home, created by humidifiers, showers, etc.

Responsibility Builder will investigate customer service request regarding this item and correct those items attributed to faulty installation.

E. Weather stripping and Seals

<u>Possible Deficiency</u>	<u>Air Infiltration Around Doors and Windows.</u>
Performance Standard	Some infiltration is normally noticeable around doors and windows, especially during high winds. All windows are warranted by the manufacturers in winds up to 30 M.P.H.
Responsibility	Builder will adjust or correct poorly fitted doors, windows and poorly fitted weather stripping to meet manufacturer's specifications.

7. **Finishes**

A. Gypsum Wallboard

<u>Possible Deficiency</u>	<u>Defects Which Appear During the Warranty Period, Such as Nail Pops, Blisters in Tape, or other Blemishes.</u>
Performance Standard	Slight imperfections such as nail pops, seam lines and cracks not exceeding 1/8 inch in width are common in gypsum wallboard installations and are considered normal.
Responsibility	Builder will repair any crack one time during the warranty period. It is the policy of Builder to wait until the 11th

month of the warranty period to perform this service. Builder will only paint the serviced area with the touch-up paint which was provided to the home- owner at the home owner orientation. Painting with custom paint colors will void this portion of your warranty.

B. Ceramic Tile

- Possible Deficiency Ceramic Tile Cracks or Becomes Loose.

Performance Standard Ceramic tile shall not crack or become loose.

Responsibility Builder will replace cracked tiles and resecure loose tiles unless the defects were caused by the home owner's action or negligence.
- Possible Deficiency Cracks appear in grouting of ceramic tile joints or at junctions with other materials such as a bathtub.

Performance Standard Cracks in grouting of ceramic tile joints are commonly due to normal shrinkage conditions.

Responsibility Builder will repair grouting one time during the warranty period.

C. Finished Wood Flooring

- Possible Deficiency Cracks Develop Between Floor Boards.
- Performance Standard Cracks in excess of 1/8 inch in width shall be corrected.
- Responsibility Builder will repair cracks in excess of 1/8 inch within the warranty period, by filling or replacing as deemed necessary by Builder.

D. Resilient Flooring

- Possible Deficiency Depression or Ridges Appear in the Resilient Flooring Due to Subfloor Irregularities.

Performance Standard Readily apparent depressions or ridges shall not exceed 1/4 inch in 48 inches.

Responsibility Builder will take corrective action as necessary to bring the defect within acceptable tolerance so that the affected area is not readily visible.

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| 2. | <u>Possible Deficiency</u> | <u>Resilient Flooring Loses Adhesion.</u> |
| | Performance Standard | Resilient flooring shall not lift, bubble or become unglued. |
| | Responsibility | Builder will repair the affected resilient flooring as required. We will not be responsible for problems caused by homeowner neglect or abuse. |
| 3. | <u>Possible Deficiency</u> | <u>Seams or Shrinkage Gaps Show at Resilient Flooring Joints.</u> |
| | Performance Standard | Gaps shall not exceed 1/16 inch in width in resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch is permissible. |
| | Responsibility | Builder will repair the affected flooring as required. We will not be responsible for problems caused by homeowner neglect or abuse. |

E. Painting

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| | <u>Possible Deficiency</u> | <u>Mildew or Fungus on Painted Surfaces.</u> |
| | Performance Standard | Mildew and fungus will form on a painted surface if the structure is subject to abnormal exposure, i.e. rainfall, humidity, etc. |
| | Responsibility | Mildew or fungus formation is a condition that Builder cannot control and is a homeowner maintenance item unless it is a result of noncompliance with other sections of the Performance Standard. |

F. Carpeting

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| 1. | <u>Possible Deficiency</u> | <u>Open Carpet Seams.</u> |
| | Performance Standard | Carpet seams will show. However, no visible gap is acceptable. |
| | Responsibility | Builder will correct. |
| 2. | <u>Possible Deficiency</u> | <u>Carpeting Becomes Loose, Seams Separate, or Stretching Occurs.</u> |
| | Performance Standard | Wall to wall carpeting, installed as the primary floor |

covering, when stretched and secured properly shall not come up, become loose, or separate from its point of attachment.

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| Responsibility | Builder will re-stretch or re-secure carpeting as needed, if original installation was performed by Builder. Builder will not move furniture to perform this work. |
| 3. <u>Possible Deficiency</u> | <u>Spots on Carpet, Minor Fading.</u> |
| Performance Standard | Exposure to sunlight may cause spots on carpet and/or minor fading. |
| Responsibility | Builder will investigate customer service request regarding this item which is not normally warranted. |

G. Marble & Granite

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| 1. <u>Possible Deficiency</u> | <u>Open Veining Present.</u> |
| Performance Standard | Marble & Granite are natural products and the occurrence of open veining is possible. The veining may occur across the marble or through the thickness of a section. The presence of veining is acceptable. |
| Responsibility | Builder will investigate customer service request regarding this item which is not normally warranted. If, however, we determine that the item in question is warranted, because of extenuating circumstances, we will respond accordingly. |
| 2. <u>Possible Deficiency</u> | <u>Color, Shade, and Pattern Variances Found in Individual Squares.</u> |
| Performance Standard | Marble & Granite sections are cut from a larger section into individual squares, and thus, the color, shade and pattern conformity is not guaranteed. |
| Responsibility | Builder will investigate customer service request regarding this item which is not normally warranted. If, however, we determine that the item in question is warranted, because of extenuating circumstances, we will respond accordingly. |
| 3. <u>Possible Deficiency</u> | <u>Vertical Displacement of Marble or Granite Sections.</u> |
| Performance Standard | Vertical displacement of sections when set in place shall not exceed 1/8 inch on any corner or edge. |

Responsibility

Builder will correct to bring marble sections within performance standard.

8. Specialties

A. Louvers and Vents

Possible Deficiency

Inadequate Ventilation of Attics and Crawl Spaces.

Performance Standard

Attic and crawl spaces shall be ventilated to prevent mildew, moisture build-up, etc.

Responsibility

Builder shall provide for adequate ventilation. Builder will not be responsible for alterations to the original system.

B. Fireplaces

1. Possible Deficiency

Fireplace or Chimney Does Not Draw Properly.

Performance Standard

The proper lighting of a fireplace will help the chimney to draw properly. Before lighting any logs, open the flue

damper. Make sure that the holes in the log lighter are pointed towards the back of the fireplace. Light the log lighter. With the air flow adjustment, adjust the flame on the log lighter to blue. Let the log lighter run for at least 5 minutes or more, depending on outdoor temperature. This will preheat the chimney and will help to draw smoke out of the home. It is normal to expect that high winds (30 M.P.H.) can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney. Some homes may need to have a window opened slightly to create an effective draft, if they have been insulated and weatherproofed to meet high energy conservation criteria.

Responsibility Builder will investigate customer service request regarding this item which is not normally warranted. If, however, we determine that the item in question is warranted, because of extenuating circumstances, we will respond accordingly.

2. Possible Deficiency Chimney Separation from Structure to which It Is Attached

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

Responsibility Builder will correct if standard is not met.

3. Possible Deficiency Firebox Paint Changed by Fire.

Performance Standard Heat from fires will alter finish.

Responsibility Builder will investigate customer service request regarding this item which is not normally warranted. If, however, we determine that the item in question is warranted, because of extenuating circumstances, we will respond accordingly.

4. Possible Deficiency Cracked Firebrick and Mortar Joints.

Performance Standard Heat and flames from "roaring" fires will cause cracking.

Responsibility Builder will investigate customer service request regarding this item which is not normally warranted. If, however, we determine that the item in question is warranted, because of extenuating circumstances, we will respond accordingly.

9. Equipment

A. Residential Equipment

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| 1. <u>Possible Deficiency</u> | <u>Surface Cracks, Joint Delaminations and Chips in High Pressure Laminates on Vanity and Kitchen Cabinet Countertops.</u> |
| Performance Standard | Countertops fabricated with high pressure laminate coverings shall not delaminate, chip, or crack. |
| Responsibility | Builder will repair delaminated coverings to meet performance standards. |
| 2. <u>Possible Deficiency</u> | <u>Kitchen Cabinet Malfunctions.</u> |
| Performance Standard | Warpage not to exceed 1/4 inch as measured from face frame to point of furthest warpage with door or drawer front in closed position. |

Responsibility	This condition may be caused by seasonal variations. Builder will inspect door or drawer at eleventh month of warranty. Builder will correct or replace doors or drawer fronts.
3. <u>Possible Deficiency</u>	<u>Gaps Between Cabinets, Ceilings or Walls.</u>
Performance Standard	Acceptable tolerance of 1/4 inch in width.
Responsibility	Builder will correct to meet performance standard.
4. <u>Possible Deficiency</u>	<u>Cabinets Out of Level.</u>
Performance Standard	Acceptable tolerance of 1/4 inch out of level in an 8 foot horizontal run.
Responsibility	Builder will correct to meet the performance standard.

10. Plumbing

A. Plumbing Systems

1. <u>Possible Deficiency</u>	<u>Plumbing Pipes Freeze and Burst.</u>
Performance Standard	Drain, waste and vent and water pipes have been adequately protected for normally anticipated cold weather to prevent freezing.
Responsibility	Builder will review all freeze-ups. It is the homeowner's responsibility to protect lines exposed to freezing temperatures. For example, if the overhead door is left open for an extended period of time when it is below freezing, Builder will not be responsible for the subsequent freeze-ups.
2. <u>Possible Deficiency</u>	<u>Noisy Water Pipes.</u>

Performance Standard There will be some noise emitting from the water pipe system, due to the flow of water. However, “water hammer” shall be eliminated.

Responsibility Builder cannot remove all noises. We will correct to eliminate "water hammer".

B. Plumbing Fixtures

1. Possible Deficiency Faucet or Valve Leak.

Performance Standard No valve or faucet shall leak due to defects in workmanship and materials.

Responsibility Builder will repair or replace the leaking faucet or valve.

2. Possible Deficiency Defective Plumbing Fixtures or Trim Fittings.

Performance Standard Fixtures or fittings shall comply with their manufacturer's standards.

Responsibility Builder will replace any defective fixture or fitting which does not meet manufacturer's standards.

3. Possible Deficiency Leakage from Any Piping.

Performance Standard No leaks of any kind shall exist in any waste, vent or water pipe. Condensation on piping does not constitute a leak and is not covered.

Responsibility Builder will make repairs to eliminate leakage.

4. Possible Deficiency Cracking or Chipping of Porcelain or Fiberglass Surfaces.

Performance Standard Chips and cracks on surfaces of bathtubs and sinks can occur when surface is hit with sharp or heavy objects.

Responsibility Builder will investigate customer service request regarding this item which is not normally warranted. If, however, we determine that the item in question is warranted, because of extenuating circumstances, we will respond accordingly.

5. <u>Possible Deficiency</u>	<u>Blocked Sewers, Fixtures and Drains.</u>
Performance Standard	Sewers, fixtures and drains shall operate properly.
Responsibility	Builder will not be responsible for sewers, fixtures or drains which are clogged through home- owner negligence. Where defective construction is shown to be the cause, Builder will assume the cost of the repair; where homeowner negligence is shown to be the cause, the homeowner shall assume all repair costs. Homeowner shall not place personal sundries into the toilet for disposal except for toilet tissue papers, as personal sundries can cause back-up.

11. Heating and Cooling

A. Heating

<u>Possible Deficiency</u>	<u>Inadequate Heating.</u>
Performance Standard	Heating system shall be capable of producing an inside temperature of 70 degrees F at -10 degrees F outside, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor winter design conditions as specified in ASHRAE handbook. Thermostat controls have a three degree plus or minus calibration tolerance. Room to room temperature variation is plus or minus four degrees. Federal state or local energy codes shall supersede this standard where such codes have been locally adopted.
Responsibility	Builder will correct heating system to provide the required temperatures. However, the home-owner shall be responsible for balancing dampers, registers and other minor adjustments.

B. Cooling

1. Possible Deficiency Inadequate Cooling.

Performance Standard Where air-conditioning is provided, the cooling system shall be capable of maintaining a temperature of 75 degrees F, as measured in the center of each room at a height 5 feet above the floor at a temperature of 90 degrees F outside, under local outdoor summer design conditions as specified in ASHRAE handbook. Thermostat controls have a three degree plus or minus calibration tolerance. Room to room temperature variation is plus or minus four degrees. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted.

Responsibility Builder will correct cooling system to provide the required temperatures. However, the homeowner shall be responsible for balancing dampers and other minor adjustments.

2. Possible Deficiency Condensation Line Clogs Up.

Performance Standard Condensation lines will clog eventually under normal use. This is a homeowner maintenance item. Builder shall provide unobstructed condensation lines at time of first occupancy.

Responsibility Builder will investigate customer service request regarding this item which is not normally warranted. If, however, we determine that the item in question is warranted, because of extenuating circumstances, we will respond accordingly.

3. Possible Deficiency Refrigerant Lines Leak.

Performance Standard Refrigerant lines shall not develop leaks during normal operation.

Responsibility Builder will repair refrigerant lines and recharge unit unless damage was caused by homeowner.

C. Ventilation

1. Possible Deficiency Noisy Ductwork.

Performance Standard When metal is heated it expands and when cooled it

contracts. The result is "ticking" and "crackling" which is generally to be expected.

Responsibility Builder will investigate customer service request regarding this item which is not normally warranted. If, however, we determine that the item in question is warranted, because of extenuating circumstances, we will respond accordingly.

2. Possible Deficiency "Oilcanning"

Performance Standard The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not "oilcan". The booming noise caused by "oilcanning" is not acceptable.

Responsibility Builder will correct to eliminate this sound.

3. Possible Deficiency Ductwork Separates or becomes Unattached.

Performance Standard Ductwork shall remain intact and securely fastened.

Responsibility Builder will re-attach and re-secure all separated or unattached ductwork.

12. Electrical

A. Electrical Panel & Service

Possible Deficiency Circuit Breakers (excluding GFIs) "trip".

Performance Standard Circuit breakers shall not activate under normal usage.

Responsibility Builder will investigate wiring circuits for conformity with local, state or approved national electrical code requirements. Builder will correct circuitry not conforming to code specifications. Heavy appliances shall not be connected to GFIs as this will "trip" interrupters.

B. Outlets, Switches and Fixtures

1. Possible Deficiency Drafts from Electrical Outlets.

Performance Standard Electrical junction boxes on exterior walls may produce air flow whereby the cold air can be drawn through the outlet into a room.

Responsibility Builder will investigate customer service request regarding

this item which is not normally warranted. If, however, we determine that the item in question is warranted, because of extenuating circumstances, we will respond accordingly.

2. Possible Deficiency Malfunction of Electrical Outlets, Switches or Fixtures.

Performance Standard All switches, fixtures and outlets shall operate as intended.

Responsibility Builder will repair or replace defective switches, fixtures and outlets.

C. GFI's

Possible Deficiency Ground Fault Interrupter Trips Frequently.

Performance Standard GFI's are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.

Responsibility Builder will install GFI's in accordance with approved electrical code. Tripping is to be expected.

D. Wiring

Possible Deficiency Failure of Wiring to Carry Its Designed Load.

Performance Standard Wiring should be capable of carrying the designed load for normal residential use.

Responsibility Builder will investigate the wiring for conformity with local, state or approved national electrical code requirements. Builder will repair wiring not conforming to code specifications.

13. Driveways

A. Asphalt Driveways

1. Possible Deficiency Standing Water on Driveway.
Performance Standard Standing water over 1/2 inch in depth will not remain 24 hours after a normal rain.
Responsibility Builder will investigate customer service request regarding this item and will respond accordingly.

2. Possible Deficiency Holes in Asphalt.
Performance Standard Asphalt and driveways should not have any holes. Holes in asphalt are caused by gasoline, oil, solvents, chemicals or sharp objects, etc.
Responsibility Builder will investigate customer service request regarding this item which is not normally warranted. If, however, we determine that the item in question is warranted, because of extenuating circumstances, we will respond accordingly.

3. Possible Deficiency Tire Marks or Waves in Asphalt.
Performance Standard All driveways are designed for use by passenger vehicles

only. Tire marks and waves are caused by heavy vehicles standing or parked on driveway surface.

Responsibility	Builder will investigate customer service request regarding this item which is not normally warranted. If, however, we determine that the item in question is warranted, because of extenuating circumstances, we will respond accordingly.
4. <u>Possible Deficiency</u>	<u>Cracks along Edge of Pavement</u>
Performance Standard	Asphalt driveways shall not crack during warranty period
Responsibility	Builder will investigate cracks in asphalt driveway

B. Landscaping Materials

<u>Possible Deficiency</u>	<u>Dying Sod and Landscaping Materials</u>
Performance Standard	With regular and proper watering, fertilizing and maintenance, sod and landscaping materials should not die.
Responsibility	Builder will investigate customer service request regarding this item which is not normally warranted. If, however, we determine that the item in question is warranted, because of extenuating circumstances, we will respond accordingly.