

To You, Our New Homeowner!

Welcome to the world of Homeownership! Habitat for Humanity of Wake County is grateful for your partnership, and we wish you many years of happiness and success in your new home and community.

It is Habitat for Humanity of Wake County's policy to provide excellent customer service to you as one of our homeowners. We are committed to the goal that your home will be the same quality and meet the same Construction Quality Standards one year after your closing date, when the home was brand new. Each of our homes is built to construction industry standards that provide a homeowner with a safe, healthy and affordable house.

Attached is a copy of the Construction Quality Standards for your new home. There are two specific times for to report defects and concerns that deviate from the Construction Quality Standards of your home when it was new. The first period of time is within forty days from move-in. The second period of time is after eleven months from move-in and before the end of the first full year. Once you have accepted in writing the completed work during the warranty period, then the warranty obligations as provided by Habitat for Humanity of Wake County shall be considered complete. Normal wear and tear and damage caused by abuse, neglect, and lack of knowledge will not be eligible for warranty repairs. A base line of defects is set by Habitat for Humanity's internal Quality Control inspection and Homeowner Orientation walk through.

All Habitat Wake Homeowners will be provided with a list of contractors who performed specific tasks on their homes during the construction process. It is the Homeowner's responsibility to contact the sub-contractor directly to schedule any warranty repairs. In addition, the Homeowner must call the Habitat Warranty Hotline to document that a service request has been made to sub-contractor. Please note that the Homeowner may be charged by a contractor if the call is for normal wear and tear or damage caused by abuse, neglect, or lack of knowledge. Additionally, some repairs such as drywall nail pops and cracks, paint, caulking, door adjustments, siding repairs will be considered homeowner maintenance. As a Homeowner, you are a partner in the construction of your home, and you are expected to make these repairs on your own.

Warranties for certain appliances and systems in homes built by Habitat for Humanity of Wake County are often provided by the manufacturer or other third party. Habitat for Humanity of Wake County provides no service whatsoever for these types of warranties. At our discretion, we may assist you in helping to obtain the proper warranty service that is provided by these additional warranties.

Habitat for Humanity of Wake County will make the final decision in each request for warranty service based on the Construction Quality Standards. We will operate our Warranty Services program with integrity and honor the partnership with you as our Homeowner.

Most Sincerely,

Your Partners

Habitat for Humanity of Wake County

CONSTRUCTION QUALITY STANDARDS

HABITAT FOR HUMANITY OF WAKE COUNTY FORTY DAY AND ONE YEAR WARRANTY

Habitat for Humanity of Wake County is your homebuilder. We are confident of the enduring quality and value of your home. Your home is built by standards that have been developed and accepted by the residential construction industry in general. It is impossible to develop a construction standard for each possible deficiency; however, we have attempted to isolate the most common deficiencies.

Homebuyer(s) should be aware that all new homes go through a period of expansion and contraction. During this period, a home may experience some minor material shrinkage, cracking and other events which are unavoidable and considered normal. Please keep in mind that Homeowners are responsible for proper home maintenance. Damage caused by Homeowners, negligence, lack of maintenance, improper maintenance or changes, alterations or additions performed by anyone other than Habitat for Humanity of Wake County, or Habitat for Humanity of Wake County's employees or subcontractors, is excluded from the warranty.

The following Construction Quality Standards are expressed in terms of required standards met by Habitat for Humanity of Wake County's construction. Non-compliance with these standards calls for corrective action. Unless otherwise noted below, all following items identified are One Year (Workmanship) warranted items.

SITE WORK

CAST-IN-PLACE CONCRETE

MASONRY

CARPENTRY

THERMAL AND MOISTURE PROTECTION

DOORS AND WINDOWS

FINISHES

CABINETRY

PLUMBING SYSTEMS

HEATING AND AIR CONDITIONING SYSTEM

ELECTRICAL SYSTEM

PROCEDURES:

1. After moving into your home, keep a list of warrantable items to be corrected. At 40 days after moving in, send list to Director of Construction and call warranty Hotline to ensure list has been received. An appointment will be made to assess the items on your list. Another appointment will be set to correct these items. Only warrantable items will be corrected at this time.
2. If any of the following life safety items arise during this first 40 days, please call the Warranty Hotline for service. Life safety items include:
 - a. Any exterior door that will not secure or lock
 - b. Any window that will not lock
 - c. Any handrail that has come loose or detached
 - d. For any electrical, plumbing, roofing, heating or cooling issues, please call the appropriate sub-contractor from the vendor list provided and call Warranty Hotline to report any issues.
3. After the 40-day list has been signed off by the Homeowner, he or she is responsible for the home maintenance.
4. The final warranty request will be sent to Habitat for Humanity at 11 months after move in for any warrantable items in need of repair.

WHAT IS COVERED:

CONSTRUCTION QUALITY STANDARDS

Workmanship. During the first year of this warranty, which commences on the day that title transfers from Habitat OR move in day (whichever occurs first), Habitat warrants that the Home will be free from defects in materials or workmanship, as defined in the Construction Quality Standards, except as they apply to defects in fixtures and equipment which are covered in accordance with the manufacturer's warranty.

Systems: During the year of this warranty, which commences on the day that title transfers from Habitat or move in day (whichever occurs first), Habitat warrants that the Home will be free from defects in the electrical, plumbing and mechanical systems, as defined in sections IX, X and XI of the Construction Quality Standards, to include the wiring, piping and ductwork portions of the systems. Defects in any of the systems resulting from failures in a fixture or piece of equipment which are covered by a manufacturer's warranty are not covered by this warranty.

Extended Items. During the year of this warranty, which commences on the day that title transfers from Habitat or move in day (whichever occurs first), Habitat warrants that the Home will be free from the following (as defined in the Construction Quality Standards):

1. **Verified leaks:** Verified leakage or seepage of exterior surface water into crawl space or so as to create standing water in the crawl space for at least 48 consecutive hours, so long as such leakage or seepage is due solely to acts of omission of Habitat. Habitat must receive written notice of any covered claim within 10 days of the date of discovery by Homeowner. Habitat will not be held responsible for any leakage or seepage caused by:
 - a. breaks, leaks or bursting of water mains or pipes;
 - b. any grading done by Homebuyer(s) which causes water to flow toward the outside foundation wall;
 - c. failure by Homebuyer(s) to maintain the grade initially established by Habitat;
 - d. prolonged direction of water against the outside foundation wall from water spigots, sprinklers, hoses, or broken or clogged gutters;
 - e. bent, broken, or clogged downspouts;
 - f. landscaping improperly installed by Homebuyer(s); and
 - g. an irrigation system that was not installed by Habitat. Verified plumbing leaks in the exterior water service line, plumbing pipes and fittings, tubs, sinks, faucets, and toilets. Tarnishing and pitting of faucets is excluded.
2. **Defects in materials or workmanship in the following appliances selected from the Habitat options:**
 - a. Oven, range, range hood, dishwasher, and water heater. After expiration of any manufacturer's warranty, Habitat will cover materials and labor through the end of the first year as would be covered by the manufacturer's warranty.

3. Verified interior gas line piping leaks.

Defects in materials or workmanship in:

CONSTRUCTION QUALITY STANDARDS

- a. electrical main breaker panel,
- b. electrical service disconnect,
- c. interior wiring, switches, and outlets

Failure of the HVAC compressor pump and condenser coil, heat exchanger, and thermostats only on systems installed by Habitat. After expiration of any manufacturer's warranty on the above components, Habitat will replace the above components through the end of the first year as would be covered by the manufacturer's warranty. This coverage applies only if Homebuyer(s) document that the above components have been professionally maintained (i.e. by a company or individual who is licensed as necessary and who is currently in the business of providing such residential maintenance service) per manufacturer's standards/instructions at least once per year.

Breaks in insulated window seals, defects in materials, and workmanship in sash tracks and sash locks.

4.Verified sewer service line leaks due to defects in materials or workmanship.

5.Structural.

During the first year of this warranty, which commences on the day the title transfers from Habitat or move in day (whichever occurs first), Habitat warrants that the Home will be free from "Structural Defects," which includes the following:

- a. actual physical damage
- b. to only the following designated load-bearing elements of the Home
- c.. caused by failure of such load-bearing elements which affect their load-bearing function
- d. to the extent that the Home becomes unsafe or unsanitary.

The following elements, if load-bearing, constitute the designated elements:

1. foundation systems and footings;
2. beams;
3. girders;
4. lintels;
5. columns;
6. walls and partitions;
7. floor systems; and
8. roof framing systems.

All four (4) parts of the definition must be satisfied in order for a condition to qualify as a Structural Defect. The definition is substantially the same as that contained in regulations of the U.S. Department of Housing and Urban Development. This is designed to be coverage only for

CONSTRUCTION QUALITY STANDARDS

catastrophic failure of load-bearing elements of the Home. Examples of elements not covered by this warranty which are deemed not to have Structural Defect potential are:

1. no-load-bearing partitions and walls;
2. wall tile, wallpaper, etc.;
3. plaster, laths, or drywall;
4. flooring and subflooring material;
5. stucco, synthetic stucco, brick or stone veneer;
6. any type of exterior siding;
7. roof shingles, sheathing and felt paper;
8. heating, cooling, ventilating, plumbing, electrical and mechanical systems;
9. appliances, fixtures or items of equipment;
10. doors, trim, cabinets, hardware, insulation, paint and stains;
11. basement slabs and other interior floating ground-supported concrete floor slabs; and
12. water intrusion, including, without limitation, leaks in walls, roofs, plumbing, basements and crawl spaces.

WHAT HABITAT WILL DO

- A. Notwithstanding any language herein to the contrary, if a defect occurs in a warranted item during the applicable warranty period, Habitat will repair, replace or pay the Homebuyer(s) the reasonable cost of repairing or replacing the defective item. The choice to repair, replace, pay, or combination thereof is solely that of Habitat. Habitat will also repair (or pay for the repair of) any item needing to be damaged or destroyed in order to make the warranted repair, except for improvements added after the completion of Habitat's original construction, which are the responsibility of Homebuyer(s) to remove or repair.

With regard to Structural Defects, Habitat will repair and/or replace the Structural Defects or make arrangements for such repairs and/or replacement. Habitat shall have complete discretion as to the methods and manners for repairing and/or replacing Structural Defects.

- B. The repair of a Structural Defect is limited to:

1. the repair of damage to the load-bearing portions only as necessary to restore the load-bearing ability of such load-bearing portions; and
2. the repair of those items of the Home damaged by the Structural Defect which make the Home unsafe or unsanitary.

CONSTRUCTION QUALITY STANDARDS

Notwithstanding anything herein to the contrary, where Habitat shall become responsible to pay the reasonable costs of repair or replacement for Structural Defects arising at any time during the applicable period of this warranty and amounting to \$2,500 or more, payment shall be made to or on behalf of the Homebuyer(s) and the mortgagee or successor mortgagees who have notified Habitat in writing of their security interest in the Home on or prior to the date of payment of the claim, as their respective interests may appear.

Before Habitat repairs or pays for the repair of a claim, Homebuyer(s) must assign to Habitat any rights Homebuyer(s) may have against any other person or entity with respect to the claim. No repairs, replacements or payments made under the terms and conditions of this warranty shall act to extend this warranty or any time periods hereunder.

- C. Notwithstanding anything herein to the contrary, if an item is on or in the common elements of a condominium or is otherwise under the ownership or maintenance control of a homeowners, neighborhood or condominium association, and such association refuses to allow Habitat to perform work on the item, Habitat shall be relieved of any obligation to perform work on the item, and the item shall be deemed excluded from this warranty.

WHAT THE HOMEBUYER(S) MUST DO

If the Homebuyer(s) should have a complaint on any item covered by this warranty during the applicable period of this warranty, the Homebuyer(s) must send a clear and specific written complaint to Habitat (dating the defect occurrence). This written notice must be received no later than 30 days after the expiration of the applicable coverage period for such item under this warranty (except where a shorter time period is specified). The written notice must be sent to the Habitat Director of Construction.

Emergency

In case of an emergency problem, the Homebuyer(s) must notify Habitat immediately, by way of the Warranty Hotline, so further damages can be mitigated. The Homeowner should take reasonably immediate action if circumstances dictate the need.

However, Habitat is entitled to assess claimed defects and decide on an appropriate repair plan. Habitat is also entitled to choose to repair or replace, or to pay the fair value of the repair or replacement of, a covered defect. If a Homeowner's repair (or cause the repair of) the claimed defect before Habitat has an opportunity to inspect the claimed defect, it is impossible for Habitat to assess whether the defect was covered by this warranty, whether the repair made was cost-effective, necessary, and effective, and whether Habitat would have been able to solve the problem in another way. For these reasons, Habitat will not accept, nor will arbitrators be able to award to Homebuyer(s), any claimed defect which Homebuyer(s) have had replaced or repaired, except for an emergency repair which was authorized by Habitat. If Habitat is unavailable for emergency authorization, the Homeowner must make minimal repairs so that further damages can be mitigated and report the emergency to Habitat as promptly as possible. Repairs will not be reimbursed unless, at a minimum, the above procedures have been followed.

CONSTRUCTION QUALITY STANDARDS

1. SITE WORK

1.1 GROUND SETTLING

- DEFICIENCY: Excessive ground settling around the foundation, utility trenches or other areas on the lot that have been excavated and backfilled affecting drainage away from the Home.
CONSTRUCTION STANDARD: Ground settling should not exceed 6 inches from the final landscaping grade established by the Builder and should not impede water drainage away from the Home.
BUILDER CORRECTION: If the Builder provided final landscaping grade, the Builder shall recompact and backfill excessively settled areas affecting drainage one time, but only during the first year of the warranty. Any landscaping affected by the repair is the responsibility of the Homebuyer(s).

1.2 LANDSCAPING

Builder shall have no obligation, responsibility or liability whatsoever for:

1. Trees and or shrubbery that builder planned to remove during construction but were not removed at the home buyer's request.
2. Natural areas left undisturbed by Builder, including, without limitation, drainage in such areas.
3. Site drainage other than as specifically stated herein.
4. Trees of any kind whatsoever, except as specifically stated herein.

Builder will provide a replacement shrub one time only for any shrub that dies during the first 30 days of the warranty, providing said shrub has been properly cared for as determined by builder. No labor or other materials will be provided.

Builder guarantees the survival of builder planted trees for the first six months of the warranty providing tree has been properly cared for as determined by Builder.

Proper care includes:

1. Watering: Homeowner shall; during the spring, summer and early fall, water trees and shrubs at least once a week soaking the root system of the plant.
2. Fertilizing: Homeowner shall Fertilize each tree with 1/3 cup of 10-10-10 fertilizer per inch of trunk diameter in the months of March, May, and July. Do not over fertilize. Fertilize each shrub at the same time with Two teaspoons of 10-10-10 fertilizer. Do not over fertilize.
3. Mulch: Homeowner shall maintain shredded hardwood mulch around base of tree and shrubs to a depth of 2 ½"-3".

Any trees replaced in the first six-month warranty period by the builder shall only be replaced one time. Builder shall not be responsible to replace any trees planted by the Homeowner. In the event Builder replaces any warrantable trees in the first six months of the warranty period, the Homeowner shall be responsible for the maintenance.

Lot Drainage:

CONSTRUCTION QUALITY STANDARDS

Builder shall design and execute proper drainage of water off of the build site at the time Final grade is set. This would include draining water away from home. Drainage swales shall be kept clear of debris and obstructions such as plantings, automobiles, trash cans or play areas by the Homeowner.

Areas with a slope greater than 25% Builder shall secure with a juniper type plant and mulch to hold soils in place. Homeowner shall be responsible to maintain these areas, including re-mulching as necessary and weeding. Standing water will only be warrantable after standing for more than 48 hours.

Builder shall have no obligation, responsibility or liability whatsoever for:

1. Erosion of dirt in swales, embankments, nor ditches.
2. Any erosion caused by major rain events.
3. Any settlement around back filled areas such as Utility ditches.
4. Clean up of any debris washed on to or off of any portion of Homeowners' property.
5. Any displacement of seed, straw or sod from Homeowners' property.
6. Non germination of grass seed due to wash off
7. Standing water due to obstructions or alterations of water flow in swales and ditches.

Builder shall be responsible to design and execute proper drainage away from home and off of lot. Standing water will only be warrantable after standing for more than 48 hours. Any debris such as leaves limbs or dirt washed in to swales causing water not to flow will be the responsibility of the homeowner. Homeowner shall be responsible to keep grass growing in swale areas to keep swale from being saturated with water causing water ponding.

2. CAST-IN-PLACE CONCRETE

- **DEFICIENCY:** Excessive basement or foundation wall cracks.
CONSTRUCTION STANDARD: Non-structural cracks are not unusual in concrete foundation walls. Cracks greater than 1/8 inch are considered excessive.
BUILDER CORRECTION: The Builder shall repair non-structural cracks in excess of 1/8 inch by surface patching. If needed, any such work should be done toward the end of the year of the warranty.
- **DEFICIENCY:** Excessive cracking of basement floor or attached patio slab, other than as excluded by Section IV.A and IV.C of the warranty.
CONSTRUCTION STANDARD: Minor cracks are common. Cracks exceeding 1/4 inch in width or 1/4 inch in vertical displacement are considered excessive.
BUILDER CORRECTION: The Builder shall repair cracks exceeding the maximum tolerances by surface patching or other methods, as required.
- **DEFICIENCY:** Cracks in concrete slab on grade finished floors.
CONSTRUCTION STANDARD: Cracks which significantly impair the appearance or performance of the finish flooring material are not acceptable.
BUILDER CORRECTION: The Builder shall repair cracks as necessary so as not to be apparent when the finish flooring material is in place. Repair or replace finish flooring.

CONSTRUCTION QUALITY STANDARDS

- DEFICIENCY: Uneven concrete floors.
CONSTRUCTION STANDARD: Concrete floors in rooms designed and finished by Builder or habitation should not have pits, depressions or areas of unevenness exceeding 1/4 inch in 32 inches or slope in excess of 1/240 of room width or length. Not applicable to floors designed for specific drainage purposes or to slabs that have experienced some movement but are within design performance criteria.
BUILDER CORRECTION: Builder to repair or replace to meet the above standard. Surface patching shall be acceptable. Repair or replace finish flooring installed by Builder, if any.
- DEFICIENCY: Pitting, scaling or spalling of non-excluded concrete.
CONSTRUCTION STANDARD: Such concrete surfaces should not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions of weathering and use. Not applicable to deterioration caused by salt, chemicals, mechanical implements, normal activities involved in the construction of the Home, and other factors beyond the Builder's control.
BUILDER CORRECTION: Builder to repair or replace to meet the above standard.
- DEFICIENCY: Excessive separation of brick or masonry edging from concrete slab and step.
CONSTRUCTION STANDARD: Cracks or separation is common, but cracks in excess of 1/4 inch are excessive.
BUILDER CORRECTION: The Builder shall treat, repair or resurface the defective areas.
- DEFICIENCY: Excessive separation of brick or masonry edging from concrete slab and step.
CONSTRUCTION STANDARD: Cracks or separation is common, but cracks in excess of 1/4 inch are excessive.
BUILDER CORRECTION: The Builder shall grout the crack.
- DEFICIENCY: Cracking, settling, heaving or separating of structurally attached stoops or steps.
CONSTRUCTION STANDARD: Stoops or steps should not settle, heave or separate in excess of 1 inch in relation to the house structure. No cracks except hairline cracks (less than 1/4 inch) are acceptable in structurally attached concrete stoops.
BUILDER CORRECTION: Builder to take corrective action to meet standard. Surface patching shall be acceptable.

3. MASONRY

3.1 BRICK, BLOCK AND STONE

- DEFICIENCY: Excessive cracking in masonry walls.
CONSTRUCTION STANDARD: Small cracks in masonry and mortar due to shrinkage are not unusual. Cracks greater than 1/8 inch in width are considered excessive.
BUILDER CORRECTION: Repair cracks in excess of 1/8 inch by pointing or patching. It is recommended that this be done toward the end of the first year of the warranty. Horizontal cracks greater than 3/16 inch should be investigated to determine the cause. Horizontal cracks greater than 3/16 inch should be repaired by pointing, patching, reinforcement or replacement of defective area. Color matching is not guaranteed.
- DEFICIENCY: Excessive cracking in masonry walls or veneer above grade.
CONSTRUCTION STANDARD: Small cracks due to shrinkage are not unusual. Cracks greater than 1/8 inch in width are considered excessive.
BUILDER CORRECTION: Repair cracks in excess of 1/8 inch by pointing. It is recommended that this be done toward the end of the first year of the warranty. Color matching is not guaranteed.

3.2 STUCCO

- DEFICIENCY: Excessive cracking or spalling of finish surface.
CONSTRUCTION STANDARD: Hairline cracks are common. Cracks greater than 1/8 inch in width are considered excessive.

CONSTRUCTION QUALITY STANDARDS

BUILDER CORRECTION: Clean out area by scraping and fill with stucco. Color, finish and texture matching are not guaranteed.

3.3 HARDCOAT STUCCO

- DEFICIENCY: Excessive cracking in hard coat stucco wall surfaces.
CONSTRUCTION STANDARD: Hairline cracks are normal in hard coat stucco wall surfaces. Cracks greater than 1/8 inch in width are considered excessive.
BUILDER CORRECTION: Builder to repair cracks by filling with latex filler. Existing color and finish to be matched as closely as possible by using tinted filler or painting the repaired area. Exact matching of the color, finish and texture is not guaranteed.

4. CARPENTRY

4.1 ROUGH CARPENTRY

- DEFICIENCY: Floor squeak.
CONSTRUCTION STANDARD: Floor areas should not have squeaks that are loud and reasonably objectionable, and the subflooring should be secure to the joists. However, there is no guarantee that floors will not squeak, so isolated floor squeaks are not defects.
BUILDER CORRECTION: Builder should locate and make every reasonable effort to repair, if caused by improper installation.
- DEFICIENCY: Uneven wood framed floors.
CONSTRUCTION STANDARD: Floors should be level within 1/4 inch in 32 inches, measured parallel to floor joists. The overall floor slope should not be in excess of 1/240 of room width or length.
BUILDER CORRECTION: Builder to correct or repair to meet the above standards.
- DEFICIENCY: Bowed stud walls and/or ceilings.
CONSTRUCTION STANDARD: All interior and exterior walls and ceilings have slight variances on their finished surfaces. Bowing should not be so visible as to detract from the finished surface. Walls and ceilings bowed in excess of 1/240 of any horizontal or vertical measurement is considered excessive.
BUILDER CORRECTION: Builder to correct or repair to meet the above standards.
- DEFICIENCY: Out of plumb wood framed walls.
CONSTRUCTION STANDARD: Walls should be plumb within 1 inch in 8 feet.
BUILDER CORRECTION: Builder to correct or repair to meet the above standards.
- DEFICIENCY: Delaminating subflooring.
CONSTRUCTION STANDARD: Subflooring that delaminates on the "finish" side is a defect.
BUILDER CORRECTION: Builder to repair or replace the subflooring and replace the finish materials as needed to match the existing finish as closely as possible. Color, finish and texture matching are not guaranteed.

4.2 FINISH CARPENTRY - INTERIOR

- DEFICIENCY: Quality of finished interior trim workmanship.
CONSTRUCTION STANDARD: Joints between moldings and adjacent surfaces should not exceed 1/8 inch.

CONSTRUCTION QUALITY STANDARDS

BUILDER CORRECTION: Repair joints and touch up the finish as needed to match existing as close as possible. Caulking is acceptable. Caulking will be the responsibility of the Partner Family.

4.3 FINISH CARPENTRY-EXTERIOR

- DEFICIENCY: Quality of finished exterior trim workmanship.
CONSTRUCTION STANDARD: Joints between exterior trim elements should not exceed 3/8 inch. In all cases the exterior trim at masonry and siding shall be capable of performing its function to exclude the elements.
BUILDER CORRECTION: Repair joints and touch up the finish as needed to match existing as close as possible. Caulking is acceptable. Caulking will be the responsibility of the Partner Family.

4.4 NAIL HOLES

- DEFICIENCY: Exposed nail heads in wood.
CONSTRUCTION STANDARD: Nail holes which have not been filled on finished painted wood are deficiencies. However, material used to fill nail holes may shrink and/or dry up over time, but this is not a deficiency. In addition, some nail holes may not be filled where, because of the product, the surface finish is not conducive or designed to have nail holes filled, and this is not a deficiency.
BUILDER CORRECTION: Fill nail holes as required to meet standard and touch up finish as necessary to match as closely as possible. Color and finish matching are not guaranteed. Drywall repair, caulking, and paint will be the responsibility of the Homeowner.

5. THERMAL AND MOISTURE PROTECTION

5.1 BASEMENTS AND CRAWL SPACES

- DEFICIENCY: Active water flow into basement or so as to create standing water in the crawl space for at least forty-eight (48) consecutive hours.
CONSTRUCTION STANDARD: Leaks resulting in active flow of water through the basement walls or through the basement floor are unacceptable. Leaks resulting in active flow of water that creates standing water in the crawl space for at least forty-eight (48) consecutive hours are unacceptable. Leaks caused by landscaping improperly installed by or on behalf of Partner Family or by failure to maintain the grades established by Builder are not deficiencies. Dampness in walls and floors may occur in new construction and is not considered a deficiency.
BUILDER CORRECTION: During the year of the warranty, the Builder shall take such action as necessary to correct basement and crawl space leaks as described above, except where the cause is determined to result from neglect or action by the Homeowner or someone acting on behalf of Homeowners(s). Any mold/mildew and/or the presence thereof anywhere in the Home, including, without limitation, in any crawl space, unfinished basement or other unfinished or finished space, is not covered. All aspects of mold/mildew, including cleaning or otherwise addressing are the responsibility of the Homeowner(s) as part of maintenance of the Home.

5.2 EXTERIOR SIDING

- DEFICIENCY: Loose siding; delaminating, splitting or deterioration of siding.
CONSTRUCTION STANDARD: Siding should be securely fastened to the Home. It should not delaminate, split or deteriorate.
BUILDER CORRECTION: Homeowner to re-secure or reinstall loose siding.

CONSTRUCTION QUALITY STANDARDS

- Builder will repair or replace delaminated, split or deteriorated siding matching the existing texture and finish as closely as possible. NOTE: Any item related in any way to exterior siding (including, without limitation, water intrusion) is covered for one year from the commencement of the warranty.

5.3 SYNTHETIC STUCCO (EIFS)

- **DEFICIENCY:** Cracks in synthetic stucco wall surfaces.
CONSTRUCTION STANDARD: Cracks are normal in synthetic stucco wall surfaces. Cracks greater than 1/8 inch in width are considered excessive.
BUILDER CORRECTION: Builder to clean out area by scraping and fill with synthetic stucco to repair cracks as required and touch up the finish to match the existing finish as closely as possible. Color, finish and texture matching are not guaranteed.
NOTE: Any item related in any way to synthetic stucco (including, without limitation, water intrusion) is covered for one year from the commencement of the warranty.

5.4 ROOFING

- **DEFICIENCY:** Leaks at roof penetrations made in the course of construction.
CONSTRUCTION STANDARD: Roof penetrations made in the course of construction should not leak under normal weather conditions. Leaks resulting from severe weather conditions, such as ice and snow build-up, high winds and driven snow or rains, are not deficiencies. In addition, maintenance/replacement of boots and caulking are Homebuyer(s) maintenance items.
BUILDER CORRECTION: During the year of the warranty, Builder shall correct or repair any verified leaks at roof penetrations made in the course of construction.
- **DEFICIENCY:** Lifted, curled or torn shingles.
CONSTRUCTION STANDARD: Shingles should not lift, curl or tear under normal weather conditions. Accidental loss or damage from, for example, natural causes, fire, aircraft or vehicles is not a deficiency.
BUILDER CORRECTION: Builder to repair and/or replace defective shingles to match the existing shingles as closely as possible.

5.5 SEALANTS

- **DEFICIENCY:** Leaks in exterior walls due to inadequate caulking.
CONSTRUCTION STANDARD: Joints and cracks in exterior wall surfaces and around openings should be properly caulked to exclude the entry of water and excessive drafts. Properly installed caulking will shrink and must be maintained by Partner Family during the life of the Home.
BUILDER CORRECTION: It is the Partner Family responsibility to repair and/or caulk joints or cracks in exterior wall surfaces and maintain the caulking once the condition has been corrected.

5.6 GUTTERS AND DOWNSPOUTS

- **DEFICIENCY:** Gutters and/or downspouts leak or have standing water.
CONSTRUCTION STANDARD: Gutters and downspouts should not leak. Gutters should be pitched properly to drain water. Standing water in the gutter that does not exceed 1 inch in depth is acceptable. However, it is the Homebuyer(s) responsibility to keep gutters and downspouts clean so as to assure proper drainage and prevent leaks, overflow or standing water.
BUILDER CORRECTION: Repair leaks and pitch to drain properly.

CONSTRUCTION QUALITY STANDARDS

6. DOORS AND WINDOWS

6.1 INTERIOR AND EXTERIOR DOORS

- **DEFICIENCY:** Warping of interior and exterior doors.
CONSTRUCTION STANDARD: Exterior doors may warp to some degree due to the temperature and moisture differential between the inside and outside faces. Doors that warp so as to prevent normal closing are defective. Warping of 1/4 inch or less, measured from top to bottom, is acceptable.
BUILDER CORRECTION: Repair or replace the doors as needed and finish to match the existing doors as closely as possible.
- **DEFICIENCY:** Door binds against the frame. Door will not lock.
CONSTRUCTION STANDARD: Doors should operate freely without binding against the frame. The lock should operate smoothly and fit to the keeper.
BUILDER CORRECTION: Builder to adjust the door and keeper to operate freely.
- **DEFICIENCY:** Door panels shrink showing bare wood.
CONSTRUCTION STANDARD: Panels will shrink and expand, showing raw wood edges, with temperature and humidity changes. This is not a deficiency.
BUILDER CORRECTION: None.
- **DEFICIENCY:** Split door panel.
CONSTRUCTION STANDARD: Splits that allow visible light penetration through the door are defects.
BUILDER CORRECTION: Repair or replace as needed one time during the year of the warranty. Finish to match the existing doors as closely as possible.
- **DEFICIENCY:** Door rubs on the carpet.
CONSTRUCTION STANDARD: The door should not rub the carpet.
BUILDER CORRECTION: Builder to trim the bottom of the door and re-seal the bottom edge.

6.3 WOOD, METAL AND PLASTIC WINDOWS

- **DEFICIENCY:** Malfunction of windows.
CONSTRUCTION STANDARD: Windows should operate with reasonable ease. Double hung window sashes are permitted to move within a 2 inch tolerance when in the open position.
BUILDER CORRECTION: Builder to adjust, repair or replace as required. During the year of the warranty, Builder to adjust or replace wood double hung window sash tracks if necessary to correct the deficiency.
- **DEFICIENCY:** Condensation and/or frost on windows.
CONSTRUCTION STANDARD: Condensation on interior surfaces is caused by temperature and humidity differences. In cold weather, this will turn to frost. This is not a deficiency.
BUILDER CORRECTION: None.

6.4 SASH LOCK

- **DEFICIENCY:** Sash lock will not operate properly.
CONSTRUCTION STANDARD: The sash lock should be firmly attached to the window frame and close properly so as to lock the window.
BUILDER CORRECTION: During the year of the warranty, Builder to adjust, repair or replace the sash lock. Builder to adjust the window if the sashes do not align properly to permit the sash lock to operate.

6.5 WINDOWS AND SCREENS

CONSTRUCTION QUALITY STANDARDS

- **DEFICIENCY:** Improper operation of windows and screens installed by Builder.
CONSTRUCTION STANDARD: Windows and screens should operate and fit so as to provide the protection they are intended to provide.
BUILDER CORRECTION: Builder to adjust or replace as needed. Note, damaged screens or windows damaged from misuse or natural disasters are not covered.

6.6 WEATHERSTRIPPING AND SEALS

- **DEFICIENCY:** Air or water infiltration around doors and windows.
CONSTRUCTION STANDARD: Air infiltration is generally normal and necessary for proper ventilation of the Home, even in colder or warmer weather. Air infiltration will be noticeable around doors and windows, especially during high winds. There could be some water infiltration during high winds as well.
BUILDER CORRECTION: None, this is not a defect.

6.7 INSULATED WINDOW SEALS

- **DEFICIENCY:** Clouding or condensation between the panes of insulated glass.
CONSTRUCTION STANDARD: The windows should be free of clouding and condensation between the panes of glass.
BUILDER CORRECTION: During the year of the warranty, Builder to replace the glass, sash or window as needed to correct the deficiency.

7. FINISHES

7.1 LATH AND PLASTER

- **DEFICIENCY:** Excessive cracks in surfaces.
CONSTRUCTION STANDARD: Hairline cracks are common. Cracks larger than 1/8 inch in width are considered excessive.
BUILDER CORRECTION: Builder to repair cracks and touch up the paint to match as closely as possible, one time only during the first year of the warranty. Drywall repair, caulking, and paint will be the responsibility of the Partner Family

7.2 DRYWALL

- **DEFICIENCY:** Defects caused by poor workmanship such as blisters in tape, excess compound in joints, exposed corner beads, or trowel marks.
CONSTRUCTION STANDARD: Imperfections such as occasional nail pops that do not crack the finish, seam lines and hairline cracks are common to drywall and are not defects. Depressions or slight mounds at nail heads are not defects. Blisters in tape, excess compound in joints, exposed corner beads, trowel marks are defects.
BUILDER CORRECTION: Builder to correct defects to acceptable tolerance, one time only and during the first year only. The Partner Family will be responsible for touching up the finish to match the existing finish as closely as possible. Significant repairs may require the entire area to

CONSTRUCTION QUALITY STANDARDS

be repainted. An exact color match is not guaranteed. Sanding and Paint repairs will be the responsibility of the Partner Family

7.3 RESILIENT (VINYL) FLOORING

- **DEFICIENCY:** Nail pops appear on the surface of flooring.
CONSTRUCTION STANDARD: Readily apparent nail pops are a deficiency.
BUILDER CORRECTION: The Builder shall correct nail pops which have broken the surface and repair or replace the floor covering in the affected area only (not the entire floor). Builder is not responsible for discontinued patterns or color variations in tile floor covering.
- **DEFICIENCY:** Depressions or ridges appear in the flooring due to subfloor irregularities.
CONSTRUCTION STANDARD: Readily apparent depressions or ridges exceeding 1/8 inch should be repaired. The ridge or depression measurement is taken at the gap created at one end of a 6 inch straight edge placed over the depression or ridge with three inches on one side of the depression or ridge held tightly to the floor.
BUILDER CORRECTION: The Builder shall take corrective action as necessary to bring the defect within acceptable tolerances so that it is not readily visible. Builder is not responsible for discontinued patterns or color variations in floor covering.
- **DEFICIENCY:** Seams or shrinkage gaps show.
CONSTRUCTION STANDARD: Gaps shall not exceed 1/8 inch in width. Where dissimilar materials abut, the gap shall not exceed 3/16 inch.
BUILDER CORRECTION: Builder to correct. If replacement is necessary, the Builder is not responsible for discontinued patterns or color variations in the floor covering.

7.4 CARPETING

- **DEFICIENCY:** Carpet seams separate, carpet becomes loose or excessive stretching occurs.
CONSTRUCTION STANDARD: Seams that separate due to improper installation are a deficiency. Carpet should not come loose. Carpet should not have excessive stretching. The carpeting material itself is not covered, but is covered solely by the manufacturer's warranty.
BUILDER CORRECTION: Builder to repair seams. Builder to resecure or restretch carpeting as needed one time only during the first year of the warranty.

7.5 PAINTING

- **DEFICIENCY:** Mildew or fungus on painted surfaces.
CONSTRUCTION STANDARD: Mildew or fungus is a maintenance item. It is not a deficiency.
BUILDER CORRECTION: None.
- **DEFICIENCY:** Exterior paint or stain peels or deteriorates.
CONSTRUCTION STANDARD: Exterior paints or stains should not fail during the year of the warranty. Fading is normal and subject to sun and weather exposure. Fading is not a deficiency. Peeling or other deterioration of exterior paint which occurs after the end of the year warranty is not covered, even though some peeling or deterioration of some part of the exterior paint may have occurred during such first year.
BUILDER CORRECTION: Builder shall properly prepare and refinish affected areas only, matching the existing color as closely as possible. Color matching of paint is not guaranteed. Paint repairs will be the responsibility of the Partner Family.
- **DEFICIENCY:** Painting required as corollary repair because of other work.
CONSTRUCTION STANDARD: Necessary repair of a painted surface under warranty will be refinished to match surrounding areas as closely as possible.
BUILDER CORRECTION: Refinish repaired areas as indicated. Color matching of paint is not guaranteed. Paint repairs will be the responsibility of the Partner Family.
- **DEFICIENCY:** Deterioration of varnish or lacquer finishes.
CONSTRUCTION STANDARD: Natural finishes on interior woodwork that deteriorate during the

CONSTRUCTION QUALITY STANDARDS

year of the warranty are a deficiency. Exterior varnish-type finishes deteriorate rapidly and are not covered.

BUILDER CORRECTION: Refinish the affected area only, matching the color as closely as possible. Paint repairs will be the responsibility of the Partner Family.

- **DEFICIENCY:** Interior paint application and coverage.
CONSTRUCTION STANDARD: Interior paint shall sufficiently cover wall, ceiling and trim surfaces.
BUILDER CORRECTION: Builder shall repaint affected surfaces only where inadequate paint has been applied. The color shall be matched as closely as possible. Paint repairs will be the responsibility of the Partner Family.
- **DEFICIENCY:** Paint splatters and smears on finish surfaces.
CONSTRUCTION STANDARD: Excessive splatters and smears that detract from the finish, and which can not be removed by normal cleaning methods, are a deficiency. Minor paint splatters that are not readily noticeable are not a deficiency.
BUILDER CORRECTION: Builder to clean/remove paint and restore the surface finish, matching colors as closely as possible. Paint to be cleaned by Partner Family.

8. CABINETS

8.1 KITCHEN AND VANITY CABINETS

- **DEFICIENCY:** Cabinet doors and drawers malfunction.
CONSTRUCTION STANDARD: Cabinet doors, drawers and other operating parts should function as designed.
BUILDER CORRECTION: Builder to repair or replace.
- **DEFICIENCY:** Warping of cabinet doors and drawer fronts.
CONSTRUCTION STANDARD: Warpage that exceeds 1/4 inch (exclusive of any gap created by spacers), measured from the face of the cabinet frame with the door or drawer in the closed position, is a deficiency.
BUILDER CORRECTION: Builder to correct or replace as required.
- **DEFICIENCY:** Gaps between cabinets and the ceiling or walls.
CONSTRUCTION STANDARD: Gaps should not exceed 1/4 inch.
BUILDER CORRECTION: Adjust cabinets and countertops, or close with suitable molding to match the finish as closely as possible. Caulking is acceptable.

8.2 COUNTERTOPS

- **DEFICIENCY:** Surface cracks, delaminations and chips in high pressure laminated vanity and kitchen countertops.
CONSTRUCTION STANDARD: Countertops fabricated with high pressure laminate coverings should not delaminate or have chips or surface cracks. Gaps between joints should not exceed 1/16 inch. Moisture and water build-up in seams will occur if such areas are not properly maintained by Homebuyer(s) so, unless caused by Builder, moisture and water build-up in seams is not a deficiency.
BUILDER CORRECTION: Builder to repair or replace to meet the standard.

9. PLUMBING SYSTEMS

9.1 SEPTIC TANK SYSTEM

- **DEFICIENCY:** Septic system fails to operate properly.
CONSTRUCTION STANDARD: Septic system should properly handle normal flow of household effluent. It is possible that an overflow can occur due to freezing, soil saturation, changes in the

CONSTRUCTION QUALITY STANDARDS

ground water table or excessive use of plumbing or appliances. Periodic pumping of the septic tank is considered a Partner Families maintenance responsibility and a normal need for pumping is not a deficiency.

BUILDER CORRECTION: During the year of the warranty, Builder to repair system to correct malfunction due to improper design or installation. Builder shall not be responsible for malfunctions which occur through Partner Families negligence or abuse or natural causes (such as freezing or changes in ground water table) and/or conditions that are beyond the Builder's control. The following are considered Partner Families negligence or abuse:

1. Excessive use of water, such as overuse of the washing machine and the dishwasher, including their simultaneous use.
Connection of sump pump, roof drains or backwash from water conditioner to the system.
Placing of non-biodegradable items in the system.
Addition of any harsh chemicals, greases or cleaning agents, and excessive amounts of bleaches or drain cleaners.
Use of a food waste disposer not supplied by Builder.
Placement of impervious surfaces over the disposal area.
Allowing vehicles to drive or park over the disposal area.
2. Failure to periodically pump out the septic tank when required.

9.2 PLUMBING

- **DEFICIENCY:** Water service line breaks or leaks or fails to deliver water.
CONSTRUCTION STANDARD: Service connections are the Builder's responsibility. The water service line should function as intended. Damage or failure resulting from Partner Family neglect or abuse or landscaping activities, or from conditions beyond the Builder's control (such as, for example, without limitation, disruption or elimination of sources of water supply), is not covered.
BUILDER CORRECTION: During the year of the warranty, Builder to repair verified leaks in the line or restore service, if leak or failure is due to defective workmanship or materials, and restore the landscaping in the affected area. The Builder's responsibility for water service lines extends only from the Home to the water meter connection on the property on which the Home is situated.
NOTE: Should a water service line break or leak occur, Partner Family should immediately shut off the water service at the meter and call the appropriate public utility service, The number provided for Plumbing contractor and Warranty Hotline.
- **DEFICIENCY:** Leakage in pipes or fittings. Leakage from pipes freezing and bursting.
CONSTRUCTION STANDARD: No leaks should exist in any plumbing pipes or fittings. Condensation on piping does not constitute leakage. Exterior hose bibs and other hose connections are not covered. Leaks occurring because of Partner Family negligence or failure to maintain suitable temperatures in the Home to prevent pipes from freezing and bursting are not covered.
BUILDER CORRECTION: During the year of the warranty, Plumber shall repair any leakage from pipes or fittings installed by Plumber, except for leakage caused by freezing. During the year of the warranty, Plumber shall repair any leakage from pipes or fittings installed by Plumber caused by freezing.
NOTE: Should a water pipe leak occur, Partner Family should immediately shut off the water service and call the appropriate public utility service, plumbing contractor and Warranty Hotline
- **DEFICIENCY:** Noisy water pipes.
CONSTRUCTION STANDARD: Some noise is normal due to water flow and pipe expansion; this expansion may sound similar to a dripping noise. "Water hammer" is a deficiency.
BUILDER CORRECTION: Plumber to correct the system to eliminate "water hammer".

CONSTRUCTION QUALITY STANDARDS

- **DEFICIENCY:** Stopped up sewers, fixtures and drains.
CONSTRUCTION STANDARD: Sewer fixtures and drains should operate properly. Damage, insufficient operation or clogging due to Partner Family neglect, abuse, improper operation or landscaping activities, or from conditions beyond Builder's control, is not covered.
BUILDER CORRECTION: During the year of the warranty, where defective construction is shown to be the cause of the deficiency, the Plumber will make the necessary repairs. The Plumber's responsibility for sewer lines extends only to the boundary line of the property on which the Home is situated.
- **DEFICIENCY:** Leakage in a faucet, valve, tub, sink or toilet.
CONSTRUCTION STANDARD: No faucet, valve, tub, sink or toilet should leak due to defects in material or workmanship. Replacement and maintenance of washers and seals are the responsibility of the Homebuyer(s). Leakage due to worn washers or seals is not covered.
BUILDER CORRECTION: During the year of the warranty, Plumber shall repair or replace the leaking faucet, valve, tub, sink or toilet.
- **DEFICIENCY:** Defective plumbing fixtures or trim fittings.
CONSTRUCTION STANDARD: Fixtures or fittings should operate or perform their intended function properly. Tarnishing and pitting of faucets are not covered, but are covered solely by the manufacturer's warranty. High iron content in the water will cause staining of fixtures. It is the Homebuyer(s) responsibility to treat the water, if necessary. No Builder correction is required.
BUILDER CORRECTION: During the year of the warranty, the Plumber shall repair or place any fixture or fitting which is outside of acceptable standards of operation or performance.

9.3 GAS LINE

- **DEFICIENCY:** Leakage in the interior gas line piping.
CONSTRUCTION STANDARD: No leaks should exist in any gas pipes or fittings. Damage resulting from Homebuyer(s) neglect or abuse, or from conditions beyond the Builder's control (such as, for example, without limitation, disruption or elimination of sources of gas supply), is not covered.
BUILDER CORRECTION: During the year of the warranty, Builder to repair verified leaks in piping as necessary, if leak is due to defective workmanship or materials.
NOTE: Should a gas pipe leak occur outside the Home, Homebuyer(s) should call the appropriate public utility service immediately. If the leak occurs inside the Home, Homebuyer(s) should shut off the gas service immediately, ventilate the Home, and call the appropriate public utility service immediately.

10. HEATING AND AIR CONDITIONING SYSTEM

10.1 HEATING

- **DEFICIENCY:** Inadequate heating.
CONSTRUCTION STANDARD: The heating system shall be capable of producing an inside temperature of 68 degrees Fahrenheit as measured in the center of each room at a height of 3 feet above the floor under local outdoor winter design conditions as specified in the ASHRAE handbook. There may be times when the outdoor temperature falls below the design temperature. When this occurs, the temperature in the Home may be lower than 68 degrees. Rooms located over garages and sun porches will experience a temperature differential due to their exposure, and this is not a deficiency.
BUILDER CORRECTION: Correct the heating system to meet the standard. HVAC contractor to balance dampers, registers and make other minor adjustments one time only during the year of the warranty.

CONSTRUCTION QUALITY STANDARDS

10.2 AIR CONDITIONING

- **DEFICIENCY:** Inadequate cooling.
CONSTRUCTION STANDARD: If air conditioning is provided, the cooling system shall be capable of maintaining an inside temperature of 78 degrees Fahrenheit as measured in the center of each room at a height of 5 feet above the floor under local outdoor summer design conditions as specified in the ASHRAE handbook. There may be times when the outdoor temperature rises above the design temperature. When this occurs, the temperature in the Home may be higher than 78 degrees. When the outdoor temperature exceeds 95 degrees, a differential of 17 degrees will be accepted as meeting the standard. Rooms located over garages and sun porches will experience a temperature differential due to their exposure, and this is not a deficiency.
BUILDER CORRECTION: Correct the cooling system to meet the standard. HVAC contractor to balance dampers, registers and make other minor adjustments one time only during the year of the warranty. Changing and/or adding refrigerant, which should be done on at least an annual basis, is the responsibility of the Partner Family.
- **DEFICIENCY:** Refrigerant line leak or clog.
CONSTRUCTION STANDARD: Refrigerant lines should not develop leaks during normal operation. However, condensation lines will clog under normal use. This is the maintenance responsibility of the Partner Family and requires no correction by the Builder.
BUILDER CORRECTION: During the year of the warranty, repair leaking refrigerant lines and recharge the unit.
- **DEFICIENCY:** Ductwork noisy.
CONSTRUCTION STANDARD: Noise due to the expansion and contraction of the metal ductwork during the heating and cooling cycles is normal. Excessive noise ("oilcanning") is a deficiency.
BUILDER CORRECTION: Correct the ductwork to eliminate excessive noise.
- **DEFICIENCY:** Ductwork separates or becomes unattached.
CONSTRUCTION STANDARD: Ductwork should remain intact and securely fastened.
BUILDER CORRECTION: During the year of the warranty, reattach and resecure as necessary.

11. ELECTRICAL SYSTEM

11.1 ELECTRICAL CONDUCTORS

- **DEFICIENCY:** Failure of wiring to carry its designated circuit load to the electrical box.
CONSTRUCTION STANDARD: Wiring shall carry the designed load for normal residential use.
BUILDER CORRECTION: Electrician shall correct the wiring as necessary to meet the standard.

11.2 SWITCHES AND RECEPTACLES

- **DEFICIENCY:** Fuses blow or circuit breakers kick out.
CONSTRUCTION STANDARD: Fuses and circuit breakers should not activate under normal usage.
BUILDER CORRECTION: During the year of the warranty, Electrician shall correct the fuse wiring or breakers as necessary.
- **DEFICIENCY:** Malfunction of electrical outlets and switches.
CONSTRUCTION STANDARD: All outlets and switches should operate as intended.
BUILDER CORRECTION: During the year of the warranty, Electrician shall repair or replace defective switches and outlets. Light fixtures are covered solely by the manufacturer's warranty.

11.3 SERVICE AND DISTRIBUTION

CONSTRUCTION QUALITY STANDARDS

- **DEFICIENCY:** Ground fault interrupter trips frequently.
CONSTRUCTION STANDARD: Ground fault interrupters are sensitive safety devices that protect against electrical shock and can be tripped very easily. A ground fault interrupter that does not operate as intended is a deficiency.
BUILDER CORRECTION: Electrician to replace defective ground fault interrupter.