



KARTCHNER
HOMES

HOMEOWNER'S WARRANTY & HOME MAINTENANCE GUIDE



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TWO YEAR WARRANTY

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1.1 Introduction

1. Kartchner Homes, Inc. grants this warranty to the homeowner pursuant to the Real Estate Purchase Agreement. Every newly constructed home needs maintenance and care to prolong its life. It's the Homeowner's responsibility to maintain the home. Regular maintenance includes items such as: preserving soil and drainage, caulking, cleaning, resealing, or painting of finished surfaces as necessary; and routine maintenance of mechanical systems.

1.2 Two Year Coverage

During the first two years of the warranty, which commences on the closing date, Kartchner Homes, Inc. warrants that the Owner's home will be free from defects in materials or workmanship as defined in the warranty standards set forth in Section 2 of this warranty.

1. Defects in any of the systems resulting from failures in an appliance, fixture or piece of equipment which are covered by a manufacturer's warranty are covered by the manufacturer and not the Builder.

1.3 Homeowner Home Care & Maintenance Responsibility

Any covered defect that occurs during the warranty period and is reported to the Builder will be repaired or replaced by the Builder. A Homeowner is responsible to submit and report a warranty request through Buildertrend when the covered defect first occurs. The Builder has the choice of the methods and materials used in the corrective measure. Any work accepted by the Builder will be subject to the following provision:

- 1. Any repair or replacement shall not extend beyond the warranty period. The repair or replacement of a covered item does not commence a new warranty period for that item.
- 2. The Builder is not responsible for removing, repairing, replacing, or paying for Homeowner installed items such as: fences, landscaping, sprinkler systems, furniture, wallpaper, appliances and fixtures not included in the original sale of the home, or other Homeowner-added improvements.

The Builder shall not be responsible for color or dye-lot variations or for discontinued colors or patterns of any materials used in a corrective measure, including, but not limited to: flooring, shingles, tile, siding, countertops, paint, etc.

3. This warranty is conditioned upon the Buyer closing on the home, which indicates acceptance of home as is, except for items noted on the Home Orientation form. Failure to attend the Home Orientation indicates acceptance of the home "as is."

The Homeowner must carefully read and review this warranty and the standards contained herein to determine whether the defect is covered.

1. If the Homeowner discovers what appears to be a covered defect, which first occurs during the applicable warranty period, the Homeowner must login to their Buildertrend account on the Builder's website www.kartchnerhomes.com to submit a warranty request. A warranty request of a covered defect must be received by Kartchner Homes, Inc. during the applicable warranty period.

2. The Homeowner must allow Kartchner Homes, Inc. employees, agents, and subcontractors access to the home during normal business hours when the home requires warranty servicing. Failure to provide such access will void the warranty coverage of the home.

3. In case of an emergency, the Homeowner should attempt to notify Kartchner Homes immediately so that further damages can be mitigated. If the Homeowner is unable to notify Kartchner Homes, the Homeowner should take immediate action so that further damages can be mitigated and then report the emergency to Kartchner Homes on the next business day. An emergency, as defined by this warranty, must involve: total loss of heat, total loss of electricity, total loss of water, total sewer stoppage, or any situation that endangers the occupation of the home.

4. Any damage to the extent it is caused or made worse by negligence or improper maintenance and operation of the home, equipment of the home, the lot grade, or landscape will not be covered by this warranty.



1.4 How to Submit a Warranty

The homeowner will be emailed an invitation to create a Buildertrend account prior to the home closing. Once received, accept the invitation and choose a username and password to set up the account.

Computer Web Browser

1. Visit www.kartchnerhomes.com/login.
2. Enter username and password and press Login.
3. Hover over the Project Management tab and select Warranty.
4. Click the green New Claim button.
5. Clearly describe the warranty:
 - A) Title
 - B) Category
 - C) Detailed description of the warranty
 - D) Attach pictures if possible
6. Click Save in the top left corner.
7. A Kartchner Homes representative will reach out to you within 24 hours to discuss the warranty claim.

Buildertrend App *there may be slight differences between phones

1. Open the Buildertrend App.
2. Enter username and password and press Login.
3. Click the 3 horizontal lines in the top left corner. Under the Project Management section, select Warranty.
4. Click the + in the top right corner.
5. Clearly describe the warranty:
 - A) Title
 - B) Category
 - C) Detailed description of the warranty
 - D) Attach pictures if possible
6. Click Save in the top right corner.
7. A Kartchner Homes representative will reach out to you within 24 hours to discuss the warranty claim.

1.5 Exclusion

Builder is not responsible for:

1. Damage to real or personal property which is not a part of the home as delivered on the effective date of warranty.
2. Bodily or personal injury of any kind (including physical or mental pain and suffering and emotional distress), medical, hospital, rehabilitation or other incidental expenses, damage to personal property, damage to property of others not a party to this warranty, including damage or injury occurring during the conduct of repair or replacement under this warranty.
3. Any loss or damage which the Homeowner has not taken appropriate action to minimize as soon as practical, or made worse by failure of Homeowner to give prompt and proper notice to the Builder.
4. Loss of use, loss of opportunity, loss of market value, loss of rental value, or any other consequential loss.
5. Any damage to the extent that it is caused or made worse by negligence, improper maintenance, or improper operation by anyone other than the Builder or its employees, agents or subcontractors.
6. Any loss, damage, defect, cost or expense which is caused, in whole or in part, by any peril or occurrence for which compensation is provided by state legislation, or which is covered by other insurance including Homeowner's insurance or public funds.
7. Any loss or damage which arises while the home is being used primarily for non-residential purposes.
8. Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair, or any other costs to loss of use, inconvenience, or annoyance.
9. Normal wear and deterioration.
10. Homeowner incidental damage.



1.6 Transfer of Warranty

Each successor in title to the home must notify Kartchner Homes, Inc. by phone, email, or text with the included information; name, address, phone number, and email, within 30 calendar days after the transfer of title. All rights and obligations of the Homeowner under this warranty shall fully transfer to each successor in title to the home, including any mortgagee in possession for the remainder of the warranty period once notification is received. There is no limit to the number of such transfers during the warranty period, nor any cost hereunder as a result of such successions.

1.7 Binding Arbitration

1. Any unresolved dispute that a Homeowner may have with Kartchner Homes, Inc. under this warranty shall be submitted to binding arbitration governed by the procedures of the Federal Arbitration Act, 9 U.S.C. 1 et.seq. A Homeowner commences the arbitration process by giving Kartchner Homes, Inc. written notice of demand for arbitration of an unresolved dispute. The dispute will be submitted to the American Arbitration Association or such other independent arbitration service as is agreeable to Kartchner Homes, Inc. If a Homeowner submits a demand for Arbitration, they must pay the Arbitrator's filing fee prior to the matter being referred to the Arbitration Service.

The Arbitrator shall have the power to award the cost of the fee to the Homeowner or to split it among the Homeowner and Builder. The arbitration shall be conducted in accordance with the Arbitrator's rules and regulations to the extent that they are not in conflict with the Federal Arbitration Act and shall be made strictly in accordance with the provisions and standards of this warranty.

2. As used herein, the term "Unsolved Dispute" shall mean all claims, demands, disputes, controversies, and differences that may arise between parties with respect to this warranty, including without limitation:

- (A) disputes arising out of this warranty or action performed or to be performed by the Builder under this warranty;
- (B) as to repairs or claims arising during the term of this warranty; and/or
- (C) as to the cost or repair or replacement of any product or workmanship defects covered by this warranty.

3. The decision of the arbitrator shall be final and binding upon all parties.

4. If any party commences litigation in violation of this warranty, such party shall reimburse the other parties to the litigation for their costs and expenses including attorneys' fees incurred in seeking dismissal of such litigation.

5. Kartchner Homes, Inc. shall comply with the arbitrator's decision in accordance with sections 1.3-1.4 of this warranty. Kartchner Homes, Inc. will complete such repairs or replacement with diligence but without the necessity of incurring overtime or weekend expenses.

1.8 General Terms & Conditions

1. Buyer, to the fullest extent permitted by law, agrees to hold harmless the Builder (including its affiliates and subsidiaries and other contractors and subcontractors and their agents and employees) from any and all claims, damages, loss, and expenses including but not limited to attorney's fees arising out of any death, accident, injury, or other occurrence resulting from Builder's performance of contractual obligations relating to this warranty.

2. No one is authorized to modify this warranty without the express written consent of all of the parties hereto. No verbal representations by Kartchner Homes, Inc. representatives may vary this warranty.

3. Should any provision of this warranty be determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.

4. If more than one party signs the Purchase Agreement as the purchaser, then

- (A) All of the parties comprising the purchaser shall be jointly and separately liable for the obligations of the purchaser under this warranty.
- (B) Notice to any one of the parties comprising the purchaser shall be deemed to be notice to all of the parties comprising the purchaser
- (C) All parties comprising the purchaser shall be bound by any document related to the warranty.

5. Whenever Kartchner Homes, Inc. takes any action under this warranty, Kartchner Homes, Inc. takes such action in its sole and absolute discretion, without being subject to standards of reasonableness.

6. The waiver by Kartchner Homes, Inc. of any term, condition, or provision of this warranty shall not be construed as a waiver of any other or subsequent term, condition, or provision.

Section 2- Two-Year Warranty



Potential Defects	Standards & Comments	Builder's Responsibility	Exclusion
2.1 Concrete			
1. Concrete Foundation wall cracks.	Shrinkage or settlement cracks are common and should be expected within certain tolerance.	Any cracks greater than 1/4 inch in width will be repaired by surface patching or pointing. Builder is not responsible for color variations.	Shrinkage cracks are not unusual and are inherent in the concrete curing process.
2. Driveways, walkways and patios crack, flake or spall.	Concrete cracks are common and should be expected within certain tolerances. Homeowner should minimize spalling and flaking by avoiding use of salt or chemical deicers, remove snow before driving on it, and not allow ice buildup. It is recommended to seal concrete once a year in the Fall.	Any cracks greater than 1/4 inch in width or 1/2 inch in vertical displacement will be repaired by surface patching or grinding. Spalled or flaking concrete is not covered by this warranty.	Builder is not responsible for deterioration caused by salt, chemicals, mechanical implements, or other factors beyond the Builders control.
3. Cracks in concrete basement floors.	Shrinkage (hairline) cracks are common and should be expected within certain tolerances.	Any cracks greater than 1/2 inch in width or 1/4 inch in vertical displacement will be repaired by surface patching or grinding.	
4. Vertical or horizontal movement of concrete floor slabs at joints.	Concrete floor slabs are engineered to move at expansion and contraction joints.	None.	
5. Cracks or minor puddling in garage slab.	Cracks are common and should be expected within certain tolerances.	Cracks exceeding 1/4 inch in width or 1/4 inch in vertical displacement will be repaired by patching or grinding. Any puddling in excess of 1/2 inch in depth will be repaired by surface patching.	Builder is not responsible for cracking or deterioration caused by the storage of unusually heavy equipment, placement of excessive loads that exceed the weight of a typical automobile or light truck, or by other factors beyond the Builder's control. Movement and cracking may be minimized by good drainage, proper installation of landscaping and suitable Maintenance.
6. Concrete floors in rooms designed for living have pits, depressions, or unevenness.	Slopes purposefully created for drainage are not covered.	If the unevenness exceeds 1/4 inch in a 32 inch measurement, it will be corrected.	
7. Concrete slab cracks which cause finished floor coverings to rupture.		The problem will be corrected so that the defect is not readily noticeable.	
8. Vertical or horizontal separation of stoops away from the house or cracking of the stoop.	Minor separation is normal.	Separation of more than 1 inch will be repaired.	
9. Discoloration or uneven color in concrete.	Discoloration and uneven color in concrete is common.	None.	

Potential Defects	Standards & Comments	Builder's Responsibility	Exclusion
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2.2 Masonry

<p>1. Cracks in masonry, brick or stone veneer.</p>	<p>Small hairline cracks resulting from shrinkage are common in mortar joints of masonry construction. Cracks that are greater than 1/4 inch in width or are visible from a distance in excess of 20 feet are deficiencies.</p>	<p>Builder will repair cracks that exceed 1/4 inch by tuck pointing and patching. These repairs should be made toward the end of the first year warranty coverage to permit the home to stabilize and normal settlement to occur. Builder is not responsible for color variations between existing and new mortar.</p>	
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2.3 Lot Grading & Drainage

<p>1. Ground settlement around foundation, utility trenches, or other filled areas.</p>	<p>Ground settlement should not disrupt water drainage away from the house; although settlement around the foundation, at utility trenches, and other filled areas of up to 6 inches should be expected. In all cases, the Homeowner is responsible for the removal and replacement of shrubs, grass, etc., and to maintain drainage away from the home.</p>	<p>Builder will replace fill in excessively settled areas of more than 6 inches once during the warranty period.</p>	
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<p>2. Improper grades and swales which cause standing water AND affect the drainage in the immediate area surrounding the home, which affects the foundation.</p>	<p>No decision regarding coverage will be made while frost or snow or saturation exist on the ground.</p>	<p>The Builder is responsible for establishing the proper grades and swales; after the Builder has established the proper grading, the Homeowner is responsible for maintaining them. Any changes to the established grade by any one other than the Builder will void the warranty of this item.</p>	<p>Standing or ponding water outside of defined swales and beyond 10 feet from the foundation of the home, or that is within 10 feet but is caused by unusual grade conditions, or retention of treed areas is not considered a deficiency. Standing or ponding water caused by changes in the grade or placement of sod, fencing, or any other obstructions by the Homeowner are excluded from warranty.</p>
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<p>3. Basement walk-out sump does not drain.</p>	<p>Sump drains have limited capacity but should drain under normal conditions.</p>	<p>It may be necessary for the Homeowner to install a sump pump to provide a satisfactory solution.</p>	
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<p>4. Soil Erosion.</p>		<p>None. Builder is not responsible for soil erosion due to acts of God or other conditions beyond the Builder's control.</p>	<p>Soil erosion and runoff caused by Homeowner's failure to maintain the properly established grades, drainage structures and swales. Stabilized soil, sodded, seeded and landscaped areas are excluded from coverage.</p>
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<p>5. Landscaped areas, which are disturbed or damaged due to work performed by Builder on the property in correcting a deficiency.</p>	<p>Landscaped areas that are disturbed during repair work are deficiencies.</p>	<p>Restore grades, seed or sod, and landscape to meet original condition. Builder is not responsible for grassed or landscaped areas which are damaged by others, including any work performed by public or private utility companies.</p>	<p>Replacement of trees and large bushes that existed at the time the home was constructed, those added by homeowner after occupancy, or those that subsequently die are excluded from warranty coverage.</p>
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Potential Defects	Standards & Comments	Builder's Responsibility	Exclusion
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2.4 Street Trees

1. Street tees.	If a community has street trees planted by the Builder, it is the responsibility of the Homeowner to water, fertilize, spray for bugs, prune, and care for the trees once they are planted. For the first 2 weeks, it is recommended the trees be watered daily by hand in addition to a sprinkler system. 3-12 weeks after planting, the trees need to be watered every 2 to 3 days by hand.	None. If a tree dies, it is the Homeowner's responsibility to replace.	
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2.5 Foundation, Damp Proofing, Waterproofing

1. Water leaking into basement	Dampness of floors and walls is common and not covered by this warranty. The Builder will not be responsible if the cause is improper landscaping, grades, rain gutter downspouts, yard maintenance, or negligence of the Homeowner.	Actual leakage of water (actual flow and accumulation) into the basement will be corrected using methods as are necessary to stop the flow of water.	Leaks caused by landscaping improperly installed by Homeowner or failure by Homeowner to maintain proper grades are excluded from limited warranty coverage. Dampness in basement and foundation walls or concrete basement and crawl space floors is not a deficiency.
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2.6 Carpentry - Rough

1. Walls which bulge, bow, or are out-of-plumb.	All interior and exterior framed walls have minor differences. Walls which bulge or bow in excess of 1/4 inch within a 32-inch measurement (floor or ceiling or wall to wall) is a defect. Walls which are out of plumb in excess of 3/4 inch within a vertical measurement of eight feet will be repaired.	The Builder will correct to meet warranty standard.	
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2. Floor squeaks.	Floor squeaks are often temporary and passing conditions caused by lumber shrinkage, temperature changes, or lumber rubbing against itself or against a nail. The Builder may choose at their sole discretion to make reasonable efforts to repair the floor squeak.	None.	Floor squeaks may occur when a subfloor is deflected by the weight of a person and rubs against the nails that hold it in place. Squeaks may also occur when one joist is deflected while the other members remain stationary. Because the Construction performance Guidelines require the Builder to make a reasonable attempt to eliminate squeaks without requiring removal of floor and ceiling finishes.

2.7 Carpentry - Finish

1. Uneven wood framed floors.	Uneven floor joists causing high or low areas exceeding 1/4 inch within a 32-inch distance measuring perpendicular to the high or low area is a defect. Floor slope which exceeds 1/240 of the width or length within a room, measured in the direction of the slope, is a defect. Example, the slope in a room ten feet wide may not exceed 1/2 inch.	The Builder will correct to meet the warranty standard.	
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2. Quality of interior trim workmanship.	Joints in moldings or joints between moldings and adjacent surfaces should not result in joints exceeding 1/8 inch in width.	The Builder will repair defective joints. Caulking or putty is acceptable.	

Potential Defects	Standards & Comments	Builder's Responsibility	Exclusion
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2.8 Insulation

1. Inadequate insulation.	Insulation should be installed in accordance with applicable energy and building code requirements.	Builder will install sufficient insulation to meet the applicable code requirements.	
2. Air infiltration.	This is common in new construction.	None.	
3. Sound transmission between rooms, floor levels, adjoining shared common wall in a building, or from the street into home.		None.	No coverage is provided for soundproofing.

2.9 Roofing

1. Roof leaking.	The roof should not leak and no leaks should arise from flashing, except where snow and ice are allowed to build up. Prevention of snow and ice build up is the Homeowner's responsibility.	All roof and flashing leaks not caused by snow and ice buildup or other neglect by the Homeowner will be repaired. The Builder is not responsible for color variations in materials.	Where cause of leak is determined to result from severe weather conditions such as ice and snow build up, high winds, driving rains, or hail storms, such leaks or damage are not deficiencies.
2. Leaks in gutters and down spouts.	Gutters and downspouts should not leak. However, during heavy rains overflow may be expected. The Homeowner is responsible for keeping the gutters and down spouts open and free from debris and ice. Gutter joints will occasionally need to be re-caulked by the Homeowner.	Leaks not caused by Homeowner's neglect will be repaired.	
3. Water that remains in the gutters.	Homeowner is responsible for keeping gutters and down spouts open and free from debris.	Builder will repair so that if free of debris the standing water depth will not exceed 1 inch.	
4. Insufficient attic or roof ventilation.	Attic spaces shall have adequate ventilation as required by the appropriate building code.	Builder will correct to meet the warranty standard.	
5. Leakage of elements through attic louvers or vents, including ridge and soffit vents.	Even when properly installed, wind driven snow and rain may enter through vents. This is not a defect.	None.	
6. Wind blowing roof shingles off.	Shingles are a consumer product, and as such should meet the manufacturer specification for wind damage. Any damage caused by winds which exceed manufacturer specifications shall not be the responsibility of the Builder.	Builder shall repair or replace as necessary shingle damage caused by winds which do not exceed manufacturer specifications. Builder is not responsible for color variations in materials.	Shingles that blow off in winds less than the manufacturer's standards or specifications due to a manufacturing defect in the shingles are the manufacturer's responsibility.

Potential Defects	Standards & Comments	Builder's Responsibility	Exclusion
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2.10 Siding, Stucco, & Caulking

1. Exterior trim workmanship.	Separation at joints in the exterior trim and between the trim and surfaces of exterior siding or masonry should not exceed 3/8 inch.	The Builder will correct. Caulking is an acceptable method of repair.	
2. Wall leaks due to caulking shrinkage.	All caulking shrinks and replacement are a Homeowner's maintenance item.	All junctions and separations of wall surfaces will be re-caulked once to prevent water leakage.	
3. Exterior joint separation of siding, delamination of veneer siding, loose siding, or siding which blows off in high winds.	Loose siding due to improper installation or separation or delamination due to improper workmanship and materials is a defect. Separated, loose, or delaminated siding due to improper maintenance or high winds in excess of manufacturer specifications is not a defect.	The Builder will correct to meet warranty standards. Exact match cannot be assured. The Builder is not responsible for discontinued colors, styles, or textures. The Builder will match as closely as reasonably possible.	Delaminated siding due to Homeowner actions or neglect, such as delamination caused by sprinkler system repeatedly wetting siding, is not a deficiency.
4. Paint or stain peels or fades.	Some fading is normal and is caused by weathering. Metal railings will rust and the paint will peel due to the effects of sun and rain. Paint maintenance of wood trim and metal railings is a Homeowner responsibility.	The Builder will repair paint if peeling or fading is caused by a defect in material or workmanship.	
5. Cracks in stucco wall finish.	Cracks in stucco wall finish are common and should be expected within certain tolerances.	Cracks in excess of 1/2 inch in width will be repaired. Color match cannot be guaranteed.	

2.11 Doors & Windows

1. Warping of doors.	Some warping, cupping, bowing or twisting; especially of exterior doors is normal and is caused by surface temperature changes. Warping, cupping, twisting or bowing; however, should not cause the doors to become unusable or allow unreasonable entrance of the elements.	Defective doors will be repaired or replaced and the finish matched as closely as possible.	Wood doors may stick during occasional periods of high humidity.
2. Glass breakage.	This is not covered by the warranty. It is the Homeowner's responsibility to inspect the property and bring any glass breakage to the Builder's attention prior to occupancy as part of the Homeowner Orientation.	None.	
3. Garage door malfunctions.	Following proper installation, maintenance is the Homeowner's responsibility.	The Builder will correct deficiencies to meet warranty standards.	
4. Rain or snow enters through garage.	The Builder will install the door to meet the manufacturer's specifications. However, entrance of the elements should be expected under certain weather conditions.	The Builder will correct, if necessary, to meet warranty standards. This may include installing a larger weather stripping.	

Potential Defects	Standards & Comments	Builder's Responsibility	Exclusion
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2.11 Doors & Windows (Continued)

5. Windows do not operate.	Reasonable pressure should open and close windows.	The Builder will correct to meet warranty standards.	
6. Infiltration's around doors and windows.	Some infiltration is normally noticeable around doors and windows, especially during high winds. Poorly fitted weather stripping is not permissible.	The Builder will correct to meet warranty standards. It may be necessary for the Homeowner to have storm doors installed to provide satisfactory solution.	
7. Condensation and frost on windows.	Condensation is the result of climactic/humidity conditions beyond the Builder's control.	None.	

2.12 Flooring & Coverings

1. Discoloration or "yellowing" of tile, grout, or hardwood flooring material.	Discoloration due to a manufacturer's defect will be repaired or replaced.	Builder will correct if manufacturer defect.	
2. Sub-floor imperfections causing ridges or depression in flooring.	Minor ridges or indentations not exceeding 1/4 inch are common and should be expected.	The Builder will correct affected area to meet warranty standards. The Builder is not responsible for discontinued patterns or colors.	
3. Floor covering becomes loose or bubbles.		The affected area will be repaired or replaced. The Builder is not responsible for discontinued patterns or colors.	
4. Gaps in seams of floor coverings.	Minor gaps and separations not exceeding 1/4 inch are common and should be expected.	The Builder will correct the affected area to meet the warranty standards.	
5. Carpeting becomes loose, seams separate or excessive stretching occurs.	When stretched and secured properly, carpeting should not come up, become loose, separate, or stretch excessively at its points of attachment. Visible carpet seams are not a defect.	The Builder will re-stretch or re-secure carpeting as needed within the warranty.	It is the Homeowner's responsibility to move furniture for the Builder to re-stretch carpet.
6. Color variations in carpet.		None.	Colors may vary by dye lot and from one end to another in the same roll. Side to side shading may show at most if not all seams, even where the same dye lot is used. Carpet material is not covered under warranty. Homeowner should consult carpet manufacturer's warranty for specifications, standards, and manufacturer's warranty responsibility for color variations.
7. Traffic or wear patterns develop in carpeting.	Carpeting is a consumer product and as such should meet the manufacturer specification for matting or wear patterns.	None.	

Potential Defects	Standards & Comments	Builder's Responsibility	Exclusion
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2.12 Flooring & Coverings (Continued)

8. Gaps where dissimilar materials abut.	Minor gaps and separations not exceeding 1/8, inch are common and should be expected.	The Builder will take corrective action as is necessary, to provide satisfactory solution.	
9. Ceramic tile becomes loose.	Ceramic tile should not become loose. Some tile cracking is possible due to the movement of building materials.	The Builder will replace any cracked tiles and re-secure any loose tiles due to product or workmanship defects.	
10. Cracks appear in grouting in ceramic tile joints or at junctions with other material.	Cracks in grouting in ceramic tile joints are commonly due to normal shrinkage conditions and are a maintenance responsibility of the Homeowner. Sealing of grout is the Homeowner responsibility.	The Builder will repair grouting as necessary during the 2 year warranty (unless the cracks are due to normal shrinkage).	
11. Scratches, fading, discoloring, etc. of hard surface floors.	Cleaning of hard surface floors should be done with a soft cloth and a pH neutral cleaner. Do not use wax, soap, excess water or other household cleaner on hard surface floors. Install felt pad floor protectors on "feet" of furniture. Remove spills promptly. Use a soft-bristle broom to remove loose dirt.	Scratches, fading, and discoloring of hard surface floors not caused by a defect are not the responsibility of the Builder.	
12. Cracks appear in between planks and strips of LVP and LVT. Planks or strips themselves crack or split.	Cracks appearing in LVP and LVT are normally caused by environmental conditions within the home. Cracks which appear in LVP and LVT will generally close up as conditions within the home change. Fillers are not recommended as a repair of LVP and LVT cracks.	Cracks that appear as a result of environmental conditions within the home are not the responsibility of the Builder. Boards which split, cup, or crown as a result of plumbing leaks or other covered defects will be repaired to match as closely as is reasonably possible. Exact match of colors cannot be assured.	LVP and LVT are subject to shrinkage and swelling due to seasonal variations in the humidity level of a home. While boards may be installed tight together, gaps or separations may appear during heating season or periods of low humidity. Gaps or separations that close during non-heating seasons are not considered deficiencies. Homeowner should be familiar with the recommended care and maintenance requirements of your LVP and LVT. Repeated wetting and drying or wet mopping may damage LVP and LVT finishes. Dimples or scratches can be caused by moving furniture, dropping heavy objects, and certain high heel style shoes and may cause indentations. These conditions are not covered by the warranty.

2.13 Cabinets & Countertops

1. Chips, cracks, or scratches to the vanity or kitchen countertops; including porcelain and cabinets.	Damage not appearing on the Home Orientation form is not covered by this warranty. The Homeowner should avoid the use of abrasive and acidic cleaning products on countertops.	Chips, cracks, or scratches not caused by a defect are not the responsibility of the Builder.	
2. Hard surface countertop care.	Granite is a porous material that can absorb stains from spills or food. The Homeowner is responsible to seal countertops regularly to protect granite. Hot pots or trays shouldn't be placed directly on hard surfaces.	None.	
3. Cabinet doors or drawers warp.	Minor warping is common and should be expected within certain tolerances.	Warping in excess of 1/4 inch from the face of the cabinet will be corrected.	
4. Cabinet separates from the wall or ceiling.	Some separation is common and should be expected within certain tolerances.	Separation in excess of 1/4 inch will be corrected. Caulking is acceptable.	

Potential Defects	Standards & Comments	Builder's Responsibility	Exclusion
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2.14 Finishes

1. Cracks in interior wall surfaces.	Slight imperfections such as nail pops, seam lines, and settlement cracks are common in drywall installations. Such imperfections are caused by settlement, stress, and material shrinkage and are not defects in material or workmanship.	The Builder will make drywall repairs during the 2 year warranty. No repairs will be made to areas that show only under particular lighting conditions.	
2. Drywall repair is necessary because of a plumbing leak or damage by another item covered by this warranty.	Necessary repairs required under this warranty will be refinished to match the area as closely as reasonably possible.	The Builder will make necessary drywall repairs and will repaint the damaged area of drywall. The Homeowner is responsible to restore custom paint colors or wall paper.	
3. Painting required as corollary repair because of other work.	Repainted areas of patched or repaired drywall may show a different sheen or color. The Builder is not responsible to repaint an entire wall surface to match paint colors or sheen's.	The Builder will refinish repaired areas as indicated to match surrounding areas as closely as reasonably possible.	

2.15 Cooling & Heating

1. Insufficient heating.	The heating system should be able to maintain a temperature of 70 degrees Fahrenheit (measured 5 feet above the center of the floor). The Homeowner is responsible for minor adjustments such as balancing dampers and registers. On extremely cold days a 5 to 6 degree difference between the actual inside temperature and the thermostat setting is acceptable. All rooms will vary in temperature by 3 or 4 degrees.	The Builder will correct the system to meet warranty standards.	Directional orientation of the home and location of rooms will also provide a temperature differential, especially when the heating system is controlled by a single thermostat for one or more floor levels. The Homeowner is responsible for balancing dampers and registers and for making other necessary minor adjustments.
2. Insufficient cooling.	Where applicable the cooling system should be able to maintain a temperature of 78 degrees Fahrenheit (measured 5 feet above the center of the floor). In the case of excessive outdoor temperature, a 15 degree difference from the outside temperature is acceptable. Homeowner is responsible for minor adjustments such as balancing dampers and registers. Rooms will vary in temperature 3 or 4 degrees.	The Builder will correct the system to meet the warranty standards.	Directional orientation of home and location of rooms will also provide a temperature differential, especially when the air conditioning system is controlled by a single thermostat for one or more levels. The Homeowner is responsible for balancing dampers and registers and for making other necessary minor adjustments.
3. Noisy ductwork.	When metal ducts heat and cool some noise will result. Expansion and contraction of building materials will cause noise. It is not possible to completely eliminate these sounds.	Builder to make reasonable efforts to reduce these noises.	

2.16 Electrical

1. Outlets, switches, or fixtures fail to carry their designed loads.		The Builder will correct the defective outlets, switches, and fixtures that do not carry their designed load.	
2. Consistently blown fuses or circuit breakers kicking off.	The Builder is not responsible if caused by Homeowner overloading electrical system. Ground Fault Interrupters are designed to turn off as is necessary for safety reasons.	The Builder will correct defects caused by improper workmanship or materials.	

Potential Defects	Standards & Comments	Builder's Responsibility	Exclusion
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2.17 Plumbing & Plumbing Fixtures

<p>1. Pipes freeze and or burst.</p>	<p>The Homeowner is responsible for maintaining suitable temperatures in the home to prevent pipes from freezing. Proper winterization, including draining pipe lines in outside faucets and disconnecting hoses, is a Homeowner's maintenance item.</p>	<p>The Builder will correct if defect is caused by defective workmanship or materials.</p>	<p>Pipes burst due to Homeowner neglect. The resultant damage is not the Builder's responsibility. The Homeowner's are responsible for draining exterior faucets and maintaining suitable temperature in the home to prevent water in pipes from freezing. Homes which are periodically occupied such as summer homes, or where there will be no occupancy for an extended period of time, must be properly winterized or periodically checked to insure that a reasonable temperature is maintained.</p>
<p>2. Plumbing fixtures, appliances, and trim fittings leak or malfunction.</p>		<p>Leaks or malfunctions in faucets, valves, appliances, and trim fittings caused by defects in materials or workmanship will be corrected. Worn washers or seals are a Homeowner maintenance item.</p>	<p>Condensation on piping does not constitute leakage and is not a deficiency, except where pipe insulation is required.</p>
<p>3. Noisy pipes.</p>	<p>Expansion and contraction caused by water flow may cause noise, which is to be expected.</p>	<p>Loud, hammering noises in pipes will be corrected, unless the condition is related to the installation of a sprinkler system; in which case the Homeowner may need to install a pressure reducing valve.</p>	
<p>4. Cracks or chips in porcelain or fiber-glass tubs, sinks, or shower surrounds.</p>	<p>The Homeowner should inspect these items before taking occupancy and list them on the homeowner orientation list if damage is found.</p>	<p>None.</p>	
<p>5. Leakage from piping.</p>	<p>Condensation on pipes is normal and is not covered by this warranty. Leaks in faucets, valves, joints, and fittings are applicable. Should a gas pipe leak occur, the Homeowner should call the appropriate public utility service immediately.</p>	<p>The Builder will make necessary repairs to eliminate leakage in any piping installed by the Builder.</p>	<p>Condensation on piping does not constitute leakage, and is not a deficiency, except where pipe insulation is required.</p>
<p>6. Stopped up sewers, fixtures, or drains.</p>	<p>The Builder will be responsible if the cause is a defect in construction. Where Homeowner neglect is shown to be the cause, the Owner shall assume repair costs.</p>	<p>The Builder will correct only if caused by a defect in materials and workmanship. The Homeowner will pay for Builder's repair if it is not a defect in workmanship and materials.</p>	<p>The Builder is not responsible for sewer lines that extend beyond the property lines on which the Home is constructed.</p>
<p>7. Composite Granite Sink</p>	<p>The Homeowner is responsible for daily maintenance of sink. It is recommended to use non-abrasive cleaners, wash with gentle soap after every use, and rinse and dry the sink with a soft cloth to prevent stains and deposits.</p>	<p>None.</p>	

2.18 Structure Defects

All of the following conditions must be met to constitute a "Structural Defect" covered by the warranty:

1. Actual physical damage to one or more of the specified load bearing segments of the home.
2. Causing the failure of the specific major structural components, which affects its loadbearing function to the degree that it materially affects the physical safety of occupants of the home.

Load bearing components of the home deemed to have Structural Defect potential are:

1. Roof framing members (rafters and trusses).
2. Floor framing members Joists and trusses).
3. Bearing walls and column.
4. Lintels (other than lintels supporting veneers).
5. Girders.
6. Load bearing beams.
7. Foundations systems and footings.

Builders Responsibility

The repair of a Structural Defect is limited to:

1. The repair of the damage to the load bearing portions of the home which are necessary to restore the load bearing function.
2. The repair of designated non-load bearing portions, items, or systems of the home damaged by the structural defect; which conditions make the home unsafe, unsanitary, or otherwise unlivable as determined by the Builder in its sole discretion (such as the repair of inoperable windows, doors, or the restoration of damaged electrical, plumbing, heating, cooling, and ventilating systems).
3. The repair and cosmetic correction of only those surfaces, finishes, and coverings original in the home damaged by the Structural Defect; or which require removal and replacement to repair the Structural Defect; or to repair other damage directly attributable to the Structural Defect.