

HOME CENTER CONSTRUCTION WARRANTY ADDENDUM

LIMITED WARRANTY

SECTION 1.
GENERAL PROVISIONS

_____ (Buyer Initials) _____ (Buyer Initials) _____ (Dated)

or disagreements relating to or arising out of this Agreement, shall, at the election of any party at any time, but not later than thirty (30) days after legal action is initiated and service of process is accomplished, be submitted to binding arbitration in Salt Lake City, Utah, according to the Utah Arbitration Act, and the rules and regulations of the American Arbitration Association; and binding judgment based on the decision of the arbitrator may be entered in any court of competent jurisdiction. Any decision of the arbitration referee may include an award of attorney fees and costs incurred in the enforcement or defense of this Agreement. The arbitrators shall provide a written decision of any arbitration proceeding, providing findings of fact and conclusions of law in support of the decision and based upon Utah law. Arbitrators shall have no power to reform or compromise this Agreement unless reformation would be available under Utah law. Any decision may be entered with a Utah District Court for enforcement. Any arbitration decision so entered may be appealed by either party to the Utah Courts of Appeal.

1.5.2. As used herein, the term "Unresolved Dispute" shall mean all claims, demands, disputes, controversies, and differences that may arise between the parties with respect to the Warranty of whatever kind or nature, including without limitation: (a) disputes arising out of this Warranty or other 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 to repair or replace any defect covered by this Warranty.

1.5.3. If any party commences litigation in violation of Warranty, such party shall reimburse the other parties to the litigation for their costs and expenses including attorney fees incurred in seeking dismissal of such litigation

1.5.4. Each party shall comply with the Arbitrator's decision in accordance with Sections 1.3 and 1.4, of the Warranty. If ordered by the Arbitrator Builder will complete any required repairs or replacement with diligence but without the necessity of incurring overtime or weekend expenses.

1.5.5 If arbitration is initiated by the Homeowner, the Homeowner shall advance all costs of arbitration, including fees and costs of the arbitrator. If the Homeowner prevails, costs of arbitration may be allocated equally between the Homeowner and Builder. If arbitration is initiated by Builder, costs of arbitration shall be shared and allocated equally between the Homeowner and Builder.

1.6. NON-TRANSFERRABLE:

This Warranty is non-transferrable, and will immediately become void upon the sale or transfer of the Home by the Homeowner.

1.7. EXCLUSIONS:

This Warranty does not apply to:

1.7.1. Defects not resulting in actual physical damage or

loss.

1.7.2. Defects in outbuildings, including detached garages and detached carports.

1.7.3. Driveways, walkways, patios, decks, boundary walls, retaining walls, and bulkheads.

1.7.4. Fences, landscaping (including sod, seeding, shrubs, trees, and plantings), sprinkler systems, or any other improvements not a part of the Home.

1.7.5. Damage to real or personal property, which is not a part of the Home, as delivered on the Effective Date of Warranty, which includes all consequential or collateral damages arising from a defect covered by the Warranty.

1.7.6. Damage to or defects in concrete floors or attached garages that are built separate from foundation walls or other structural elements of the Home.

1.7.7. 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, or damage to any property of others not a party to this Warranty.

1.7.8. Any loss or damage which Homeowner has not taken appropriate action to minimize as soon as practicable.

1.7.9. Any defect in material or work supplied by anyone other than the Builder or its employees, agents or subcontractors, and any covered defect which was caused by defective material or work supplied by anyone other than the Builder or its employees, agents or subcontractors.

1.7.10. Material or work provided under a Work Equity Agreement or other Home construction adversely affected by Work Equity.

1.7.11. Loss of use, loss of opportunity, loss of market value, loss of rental value or any other consequential loss.

1.7.12. Defects in any property which was not included in the original Home delivered for the original Total Sales Price.

1.7.13. Any damage to the extent 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, including Homeowner.

1.7.14. Loss or damage resulting from or made worse by failure by the Homeowner to give prompt and proper notice to the Builder.

1.7.15. Loss or damage resulting from or made worse by changes of the grading of the ground, including the Homeowner's failure to maintain the original grade, and

grading that does not comply with accepted grading practices.

1.7.16. Loss or damage externally caused, including, but not limited to; acts of God, riot or civil commotion, windstorm, fire, explosion, smoke, water, hail, lightning, falling trees, or other objects, aircraft, vehicles, flood, mud slides, earthquakes, volcanic eruption, radon or other gases, insect damage, vermin, radiation, pollution, hazardous or toxic substances, of any kind, environmental contamination, abuse or use of the Home, or any part thereof, beyond the reasonable capacity of such part for such use, or by any other external cause.

1.7.17. Loss or damage resulting from or made worse by changes in the level of the underground water table.

1.7.18. Loss or damage resulting from or made worse by subsidence or soil movement.

1.7.19. 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. In furtherance thereof, the Homeowner waives any subrogation rights that might be asserted against Builder, to the fullest extent allowed by law.

1.7.20. Any loss or damage which arises while the Home is being used primarily for nonresidential purposes or as a rental property.

1.7.21. Cost of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair, or any other costs due to loss of use, inconvenience or annoyance.

1.7.22. Normal wear and deterioration.

1.7.12. Defects in any property which was not included in the original Home delivered for the original Total Sales Price.

1.7.13. Any damage to the extent 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, including Homeowner.

1.7.14. Loss or damage resulting from or made worse by failure by the Homeowner to give prompt and proper notice to the Builder.

1.7.15. Loss or damage resulting from or made worse by changes of the grading of the ground, including the Homeowner's failure to maintain the original grade, and grading that does not comply with accepted grading practices.

1.7.16. Loss or damage externally caused, including, but not limited to; acts of God, riot or civil commotion, windstorm, fire, explosion, smoke, water, hail, lightning, falling trees, or other objects, aircraft,

vehicles, flood, mud slides, earthquakes, volcanic eruption, radon or other gases, insect damage, vermin, radiation, pollution, hazardous or toxic substances, of any kind, environmental contamination, abuse or use of the Home, or any part thereof, beyond the reasonable capacity of such part for such use, or by any other external cause.

1.7.17. Loss or damage resulting from or made worse by changes in the level of the underground water table.

1.7.23. Damage to glass, drywall, finish carpentry, paint and other elements of the home that can become damaged due to normal settling of the Home or damage due to normal expansion or contraction of building materials.

1.7.24. Any Homeowner-acknowledged, pre-existing condition, such as Walk-Through or punch list items that were, or should have been, part of the original Walk-Through list as agreed to by Builder.

1.7.25. Structural slab foundation systems that have experienced some movement but are within the foundation's design criteria.

1.7.26. Items that are cosmetic in nature.

1.8. GENERAL TERMS AND CONDITIONS:

1.8.1. No one is authorized to modify this Warranty without the express written consent of all of the parties hereto. No verbal representations by Builder's representatives may vary the Warranty.

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

1.8.3. If more than one party is the Purchaser, then (a) all of the parties comprising Purchaser shall be jointly and severally liable for the obligations of the Purchaser under this Warranty; (b) notice to any one of the parties comprising Purchaser shall be deemed to be notice to all of the parties comprising Purchaser; and (c) all parties comprising Purchaser shall be bound by any document related to the Warranty that is signed by one or more parties comprising Purchaser.

1.8.4. The captions that precede the paragraphs and sections of the Warranty are for the convenience of reference only; if there is a conflict between the caption and the paragraph or paragraphs following the caption, then the provisions of the paragraph itself shall control. Whenever the plural shall include the singular, the whole shall include any part thereof and any gender shall include the other genders. Unless otherwise provided, references in this Warranty to particular paragraphs are to paragraphs in this Warranty, including all sub-paragraphs.

1.8.5. Whenever Builder takes any action under this Warranty "in its sole discretion", Builder takes such

action in its sole and absolute discretion, without being subject to standards of reasonableness and without obtaining Homeowner's consent.

1.8.6. The waiver by Builder of any terms, condition, or provision of this Warranty shall not be construed a waiver of any other or subsequent term, condition or provision.

1.8.7 Homeowner acknowledges and agrees that upon the issuance, by the local government building authority responsible for inspecting the structure, of a "certificate of occupancy" Homeowner irrevocably and permanently waives and releases all claims for alleged violations of the Uniform Building Code (and/or similar regulatory laws), notwithstanding and provision or writing to the contrary. This waiver and release is applicable and inures to the benefit of the Seller/Builder, its officers, agents, employees and assigns, including contractors and subcontractors.

1.8.8 Homeowner hereby accepts this express Limited Warranty. All other express or implied warranties, including

any oral or written statements or representations made by Builder, or any agent, employee, subcontractors, vendors, suppliers, design professionals or materialmen of Builder, or any implied warranty of habitability, merchantability or fitness, are hereby disclaimed, and Homeowner waives all such claims, whether under any common law or statutory theory of liability including but not limited to negligence and strict liability.

1.8.9 Upon Closing and taking possession Homeowner shall be deemed to make the following certification: I/We have inspected the Home and hereby certify that it is complete. The quality of workmanship and material is acceptable to me/us. I/We understand that the Builder does not intend to do any further work of a cosmetic nature on my/our home with regard to items, which, I/We determine at a later date, to be unacceptable in terms of quality and workmanship. I/We also agree that there have been no verbal agreements regarding any work to be performed after signing this document. I/We further understand that this certification in no way relieves Builder of its obligations under this Limited Warranty.

SECTION 2.
WARRANTY STANDARDS

_____ (Buyer Initials) _____ (Buyer Initials) _____ (Dated)

□□□□□□□□□□□□□□□□□□□□□□□□□□□□

□

This section establishes the standards by which it will be determined whether your Home has a problem that is covered by this Warranty and the obligation of the Builder to correct those defects. The coverage is subject to the general provisions and exclusions set forth in Section

POTENTIAL DEFECT	STANDARDS & COMMENT	BUILDER RESPONSIBILITY
2.2.1 MASONRY & CONCRETE		
1. Concrete foundation wall cracks.	Shrinkage or settlement cracks are common and should be expected within certain tolerances.	Any cracks greater than 1/8 inch in width will be repaired by surface patching or pointing. Builder is not responsible for color variation.
2. Driveways, walkways or patios crack, flake or spall. Discoloring of concrete.	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 and by sealing concrete.	Any cracks greater than 1/2 inch in width or 1/2 inch in vertical displacement will be repaired by surface patching. Spalled or flaking concrete is not covered by this Warranty.
3. Cracks in concrete basement floors.	Shrinkage (hairline) cracks are common and should be expected within certain tolerances.	Any cracks greater than 1/4 inch in width or 1/8 inch in vertical displacement will be repaired by surface patching or other remedies.
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 in attached 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.
6. Concrete floors in rooms designed for living having pits, depressions or unevenness.	Slopes purposefully created for drainage are not covered.	If the unevenness exceeds 1/4 in a 32 inch measurement, it will be corrected.
7. Concrete slab cracks which cause finished floor coverings to rupture.	None.	The problem will corrected so that the defect is not readily noticeable.
8. Vertical or horizontal separation of stoops away from the house, puddling or rain water on the stoop, or cracking of the stoop.	Minor separation is normal as is minor puddling of rain water. No cracks except hairline cracks (less than 1/16 inch) are acceptable.	Separation of more than 1 inch will be repaired as will excessive water puddling. Hairline cracks will be repaired by surface patching.

2.2.2. LOT GRADING & DRAINAGE

1. Ground settlement around foundation, utility trenches or other filled areas.	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 8 inches should be expected. In all cases, the Homeowner is responsible for the removal and replacement of shrubs, grass, etc.	Builder will replace fill in excessively settled areas (in excess of 8 inches) one time only during the warranty year.
---	--	--

_____ (Buyer Initials) _____ (Buyer Initials) _____ (Dated)

POTENTIAL DEFECT

STANDARDS & COMMENT

BUILDER RESPONSIBILITY

2.2.2 LOT GRADING ETC. CONT.

2. Improper grades and swells which cause standing water and affects the drainage in the immediate area surrounding the home that may affect the foundation.

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 8 inches should be expected. In all cases, the Homeowner is responsible for the removal and replacement of shrubs, grass, etc.

The Builder is responsible for establishing the proper grades and swells; after that, the Homeowner is responsible for maintaining them.

2.2.3 FOUNDATION 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, 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.

2. Water in crawl space due to condensation on walls, joists, support columns and other components of the crawl space, basement or cellar.

Crawl spaces should be graded and drained properly to prevent water from accumulating in the crawl space area. Maintaining adequate ventilation and moisture control is considered as routine maintenance and is the responsibility of the Homeowner.

The Builder is responsible for providing proper grading and drainage of crawl space areas.

2.2.4 CARPENTRY-ROUGH & FINISH

1. Walls that bulge, bow, or are out-of-plumb.

All interior and exterior framed walls have minor differences. Walls which bulge or bow in excess of 3/4 inch within a 32-inch measurement (floor to ceiling or wall to wall) is a defect.

The Builder will correct to meet the referenced standard.

2. Floor squeaks or sub-floor appears loose.

A squeak proof floor cannot be assured. Floor squeaks and loose sub-flooring are often temporary and passing conditions caused by lumber shrinkage or temperature changes. The Builder will

None.

3. Uneven wood framed floors.

Uneven floor joists causing high or low areas exceeding 3/4 inch within a 32-inch distance, measuring perpendicular to the high or low area, is a defect.

The Builder will correct to meet the referenced standard.

4. Quality of interior trim workmanship

Joints in moldings or joints between moldings and adjacent surfaces should not result in joints exceeding 1/4 inch in width.

The Builder will repair defective joints. Caulking is acceptable.

POTENTIAL DEFECT	STANDARDS & COMMENT	BUILDER RESPONSIBILITY
2.2.5. INSULATION		
1. Adequate 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 or Plan specifications.
2. Air infiltration from electrical outlets.	Electrical connection boxes are backed by the exterior wall, which may cause air infiltration. This is common in new construction.	None.
2.2.6. 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 build-up or other neglect by the Homeowner will be repaired. The Builder is not responsible for color variations
2. Leaks in gutters and downspouts	Gutters and downspouts should not leak. However, during heavy rains, overflow may be expected. The Homeowner is responsible for keeping the gutters and downspouts open and free from debris, snow and ice.	Leaks not caused by Homeowner's neglect will be repaired
3. Water stays in gutters	Homeowner is responsible for keeping gutters and downspouts open and free from debris	Builder will repair so that if free from debris, the standing water depth will not exceed 1 inch
4. Insufficient attic or roof ventilation. Roof deflection.	Attic spaces shall have adequate ventilation as required by the appropriate building code.	Builder will correct to meet the warranty standard. Deflections and irregularities in wood are common. Wood rippling effect caused by sun is not covered by this Warranty.
5. Leakage of elements through attic louvers, vents, including ridge and soffit vents.	Even when properly installed, wind louvers, vents, including ridge and driven snow and rain may enter soffit vents through vents. This is not a defect	None.
2.2.7 SIDING, STUCCO & CAULKING		
1. Exterior trim poor 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 is a Homeowner's maintenance item	All junctions and separation of wall surfaces will be recaulked once to prevent water leakage.
3. Exterior joint separation of siding, delamination of veneer siding or loose siding.	Loose siding due to improper installation, or separation or delamination due to improper workmanship and materials is a defect. Separated, loose, delaminated siding	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

_____ (Buyer Initials) _____ (Buyer Initials) _____ (Dated)

POTENTIAL DEFECT	STANDARDS & COMMENT	BUILDER RESPONSIBILITY
2.2.7 SIDING ETC. CONT	due to improper maintenance is not a defect	reasonably possible.
4. Paint or stain peels or fades	Exterior paints and stains should not peel or deteriorate during the warranty period. However, some fading is normal and is caused by weathering.	The Builder will correct to meet warranty standards. The Builder will match color and texture as closely as reasonably possible.
5. Cracks in stucco wall finish.	Cracks in stucco wall finish are common and should be expected within certain tolerances.	Cracks in excess of 1/8 inch in width will be repaired once. Exact color match cannot be assured.
2.2.8 CHIMNEYS & FIREPLACES		
1. Not enough draw or sown draft.	Trees too close to the chimney or high winds can cause down drafts. Some homes are extremely air-tight and a window may have to be opened in order to maintain an effective draft	If the problem is caused by improper construction or design, it will be corrected.
2. Chimney separated from home.	Some minor separation is normal and should be expected within certain tolerances	Separation in excess of 1/2 inch in any 10-foot measurement will be corrected by caulking or other measures.
3. Cracking of firebrick.	It is expected that heat <input type="checkbox"/> cause cracking.	None.
4. Fireplace brick veneer cracking.	Some cracking is common and should be expected within certain tolerances.	Cracks in brick veneer greater than 1/4 inch in width will be repaired by pointing or patching. An exact color and texture match cannot be assured. The Builder is not responsible for color variations.
5. Water infiltration into the firebox	A certain amount of water infiltration can be expected under certain weather conditions, such as during wind driven rains and snow. This is beyond the Builder's control and is not a defect.	None.
2.2.9 DOOR & WINDOWS		
1. Warpage of doors.	Some warping, cupping, bowing or twisting, especially of exterior doors, is normal and is caused by surface temperature changes. Such 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 reasonably possible.
2. Shrinkage	Expansion and contraction is normal and may cause unfinished surfaces to appear	None.
3. Door panel splits.	Some splitting is normal and should be expected within certain tolerances. The splitting should not allow the entrance of light.	The Builder will correct to meet warranty standards. The Builder will match the finish as closely as possible; an exact match cannot be assured.

POTENTIAL DEFECT	STANDARDS & COMMENT	BUILDER RESPONSIBILITY
2.2.9 DOORSETC. CONT.		
4. Glass Breakage	This is not covered by your warranty. You should inspect your property and bring any glass breakage to the Builder's attention prior to occupancy as part of the Walk-Through list	None.
5. Garage door malfunction.	Following proper installation, maintenance is the Homeowner's responsibility.	The Builder will correct to meet warranty standards except where the cause is determined to result from the owner installing an electric garage door opener.
6. Rain or snow enters through garage door	The Builder will install the door to meet the manufacturer's specifications. Some entrance of the elements should be expected under certain weather conditions	The Builder will correct to meet warranty standards.
7. Windows do not operate.	Reasonable pressure should open and close windows	The Builder will correct to meet warranty standards.
8. Infiltration 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. Builder is not responsible for damage resulting from owner's failure to keep weep holes in track open.
9. Condensation and frost on windows.	Condensation is the result of climatic/humidity conditions beyond the Builder's control.	None
2.2.10 FLOORINGS & COVERINGS		
1. Separation between finished floorboards.	Separation not exceeding 1/4 inch is normal and should be expected	The Builder will correct to meet warranty standards.
2. Nails popping through resilient flooring (vinyl).	Only nails which have broken through the floor covering will be repaired	The nail pops will be repaired and the covering repaired in the area damaged. The Builder is not responsible for discontinued patterns or colors, but will match as closely as reasonably possible
3. Sub-floor imperfections causing ridges or depressions in resilient flooring.	Minor ridges or indentations not exceeding 1/8 inch are common should be expected.	The Builder will correct to meet warranty standards. The Builder is not responsible for discontinued patterns or colors, but will match as closely as possible.
4. Floor covering becomes loose or bubbles.	None.	The affected area will be repaired or replaced. The Builder is not responsible for discontinued patterns or colors, but will match as closely as reasonable possible. Linoleum or particleboard lifting resulting from water damage caused by owner is not covered by this Warranty.

POTENTIAL DEFECT

STANDARDS & COMMENT

BUILDER RESPONSIBILITY

2.2.10 FLOORING ETC CONT.

- 5. Gaps in seams of resilient coverings. Minor gaps and separations not exceeding 1/8 inch are common and should be expected. The Builder will correct the affected area only to meet the warranty standards. The Builder is not responsible for discontinued patterns or colors or for variations in color, but will match as closely as reasonable possible.
- 6. 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. The Builder to restretch or re-secure carpeting as needed one time only within the warranty period.
- 7. 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 necessary.
- 8. Ceramic tile cracks and becomes loose. Ceramic tile should not crack or become loose. The Builder will replace any cracked tiles and re-secure any loose tiles unless the defects were caused by the owner's negligence. Builder is not responsible for discontinued patterns or color variations in ceramic tile.
- 9. 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 is a maintenance responsibility of the Homeowner. Builder will repair grouting as necessary one time only (unless the cracks are due to normal shrinkage).
- 10. Cracks appear in between planks & strips of hardwood floors. Planks or strips themselves crack or split. Cracks appearing in hardwood floors are normally caused by environmental conditions within the home. Cracks that appear in hardwood floors will generally close up as conditions within the home change. Fillers are not recommended as a repair of hardwood floor cracks. Cracks that appear as a result of environmental conditions within the home are not the responsibility of 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.

2.2.11 CABINETS & COUNTERTOPS

- 1. Chips, cracks, scratches or delamination to vanity or kitchen countertops, including porcelain and fiberglass fixtures, or cabinets. Cracks, chips, and scratches not appearing on the Walk-Through list are not covered by this Warranty. Countertop material should not delaminate. Builder will correct to meet warranty standards.
- 2. Cabinet doors or drawers warp. Minor warpage is common and should be expected within certain tolerances. Warpage in excess of 1/4 inch from the face of the cabinet will be corrected.
- 3. Cabinet separates from 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 DEFECT

STANDARDS & COMMENT

BUILDER RESPONSIBILITY

2.2.12 FINISHES

1. Cracks in interior wall surfaces.

Slight imperfections such as nail pops; seam line and settlement cracks are common in plaster and gypsum wallboard installations. Such imperfections are caused by settlement, stress, and material shrinkage and are not a defect in material or workmanship.

None.

2. Drywall repair necessary because of plumbing leak or damage by another item covered by this warranty.

Necessary repairs required under this warranty will be refinished to match area as closely as reasonably possible.

Builder will make necessary drywall repairs and will repaint the damaged area of drywall. Homeowner is responsible to restore custom paint colors or wallpaper.

3. Painting required as corollary repair because of other work.

Re-painted areas of patched or repaired drywall may show a different sheen or color. Builder is not responsible to re-paint an entire wall surface to match paint colors or sheens

Builder will refinish repaired areas as indicated to match surrounding areas as closely as reasonably possible.

2.2.13 COOLING & HEATING

1. Insufficient heat.

The heating system should be able to maintain a temperature of 70 degrees Fahrenheit (measured 5 feet above the center of the floor) under local outdoor ASHRAE specifications. Homeowner is responsible for minor adjustments such as balancing dampers and registers. On extremely [] days, 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. Second story rooms, bonus rooms and basement rooms may have a 10-12 difference.

Builder will correct the system to meet warranty standards.

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 [] the floor) under the local outdoor ASHRAE specifications. In the case of excessive outdoor temperature, a 15-degree difference is acceptable. Homeowner is responsible for minor adjustments such as balancing dampers and registers. Second story rooms, bonus rooms and basement rooms may have a 10-12 difference.

Builder will correct the system to meet warranty standards.

3. Ductwork noisy

When metal ducts heat and cool, some noise will result. Loud "oil canning" is not acceptable.

Builder will correct the "oil canning" noise only.

POTENTIAL DEFECT	STANDARDS & COMMENT	BUILDER RESPONSIBILITY
2.2.13 COOLING ETC CONT.		
4. Improper mechanical operation.	The equipment should function properly at the temperature set.	Builder will correct and adjust so that the blower and water system operates as designed.
2.2.14 ELECTRICAL		
1. Outlets, switches or fixture failures.	None.	Builder will correct 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.	Builder will correct defects caused by improper workmanship or materials only.
2.2.15 PLUMBING & PLUMBING FIXTURES		
1. Pipes freeze and burst.	Homeowner is responsible for maintaining suitable temperatures in the home to prevent pipes from freezing. Proper winterization, including draining pipe lines and supplying outside faucets, is a Homeowner's maintenance item.	Builder will correct if defect caused by defective workmanship or materials.
2. Plumbing fixtures, appliances and trim fitting leaks or malfunctions.	None.	Leaks or malfunction 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.
3. Pipes noisy.	Expansion and contraction caused by water flow will cause some noise that is to be expected	Loud, hammering noises in pipes will be corrected.
4. Cracks, scratches or chips in porcelain or fiberglass.	The Homeowner should inspect these items before taking occupancy and list them on the Walk-Through list	None.
5. Leakage from any piping.	No leaks of any kind should exist in any soil, waste, vent, gas or water pipe. Condensation on piping does not constitute leakage. Should a gas pipe leak occur, the Homeowner should call the appropriate public utility service immediately.	The Builder shall make necessary repairs to eliminate leakage in any piping installed by the Builder.
6. Stopped up sewers, fixtures or drains.	Where defective construction is the cause, the Builder shall assume the cost of the repair, where Homeowner negligence is shown to be the cause, the Owner shall assume all repair costs.	The Builder will correct if caused by defective workmanship or materials.

 (Buyer) (Date) (Buyer) (Date)