
Home Care & Warranty Guide

Professional Warranty Corporation
Florida – January 2007



Your
Builder for Life

ROTTLUND HOMES™

Dear Rottlund Home Purchaser:

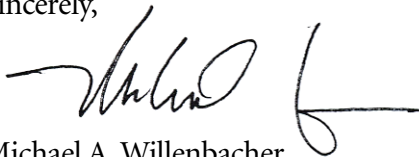
Congratulations and thank you for purchasing a Rottlund home. We pride ourselves in our commitment to provide quality that is supported by a complete service and warranty program. Customer care at Rottlund Homes means setting standards of performance and expectation for you and then meeting those Company standards.

We hope by supplying you with the following information in advance that this will help you understand what to expect from Rottlund Homes in the areas of service and warranty in the future.

Since our homes are individually constructed, and no two homes are exactly alike, Rottlund Homes has established performance standards that each home is required to meet. Anything that falls below our performance standards will be corrected to meet them.

We hope by providing you with this information, you will have a clear understanding of what Rottlund Homes will do for you. We hope you enjoy your new home and thank you again for purchasing a Rottlund home.

Sincerely,



Michael A. Willenbacher
President
Rottlund Homes of Florida, Inc.

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How to Obtain Service & Warranty

After the completion of your Acceptance of Construction list, any additional requests will be addressed through our service warranty department. For reasons of accuracy and to comply with the terms of your warranty, all items for which you request service need to be reported in writing. "Homeowner Request for Service" forms are provided for your convenience at the time of your closing. If an improper form is submitted it will be returned to you.

All requests for service need to be mailed on the form provided to:

Rottlund Homes of Florida - Tampa
2637 McCormick Drive
Clearwater, FL 33759-1046
ATTN: Service & Warranty Dept.

Please note that Homeowner Request for Service forms will not be accepted in the sales or construction office.

When submitting items, please follow the steps below:

1. Please refer to THE ROTTLUND HOMES OF FLORIDA, INC. FIRST YEAR WARRANTY found in this manual and the HOME BUILDER'S LIMITED WARRANTY (PWC Form No. 117) for each item in question.
 - a) Is the requested item covered by warranty?
 - b) Does it fall within the Performance Standards contained in this manual for conditions occurring during the First Year Warranty Period?
 - c) What is the acceptable correction for the item?
2. You must fill out the "Homeowner Request for Service" form for items submitted under the ROTTLUND HOMES OF FLORIDA FIRST YEAR HOME CARE WARRANTY. (Please review the sample of this form at the back of this section.) This is done to protect you for future service reviews.
3. Please provide access to your home during normal working hours 8:00 a.m. to 3:00 p.m. Monday through Friday. (NOTE: Please do not leave a key; someone must be present during repairs.)
4. Please provide us with ALL contact persons in the household.
5. The responsible subcontractor will contact you directly; after three (3) attempts they then will have our office send a letter to you requesting that you contact them within (7) business days in order to avoid the matter being closed.
6. When any service work is scheduled to be performed in your home, someone over the age of eighteen (18) must be present while the work is being done.

CONTINUED

Emergency Services

7. Plumbing, Heating and Electrical Emergencies:

Please call the subcontractor directly. 24 hour emergency numbers are located in 3 places in your home.

- | | |
|----------------------------|------------------------|
| Plumbing | On water heater |
| Heating & Air Conditioning | On furnace |
| Electric | On circuit breaker box |

8. Any kitchen appliance requests should be handled directly with the manufacturers. The service phone line number for Whirlpool is (800) 442-1111. The Use and Care Guides can also be obtained from Whirlpool at (800) 874-4698.
9. All service requests for the First Year Home Care Warranty must be received within one (1) year after closing or move-in. The First Year Home Care Warranty expires on the one year anniversary date of your closing or move-in, which ever occurs first. Generally it is best to hold all minor requests, and submit them at the 11th month.

Drywall Repair Service

Drywall repairs must be submitted on the form provided. Please keep in mind that drywall repairs will be completed in your home one time only during the first year in your new home. To allow the home to stabilize itself, it is recommended that drywall repairs are corrected at the end of the First Year Home Care Warranty period, usually during the eleventh month. Please be aware that the Builder will repair visual blemishes which can be readily identified by a visual inspection without resorting to light placement. Settlement cracks, and nail pops will be up to the Homeowner to maintain. Areas repaired by the builder will be refinished or repainted.

- We suggest you start your list after being in your home for 9 - 10 months.
- Please reference The Rottlund Homes of Florida, Inc. First Year Home Care Warranty performance standard regarding any item in question.
- Please make a separate drywall list, located in the back of your tan binder which you received at your walk-thru. Please make sure there is a daytime phone number listed.
- Submit the list of repairs to the Rottlund Homes service warranty department by the beginning of the eleventh month of your home.
- Please be specific in your description of the area that needs correction. We will issue a copy of your request to the appropriate subcontractor. Only those listed on the drywall repair list will be corrected.
- Please provide access to your home from 9:00 a.m. to 3:00 p.m., Monday through Friday.
- If you do change any of the wall colors, we can only do the repairs and will not touch up the paint.
- Regarding wallpapered areas: We will not perform drywall repairs on any wall that has been wallpapered by the homeowner. Once an area has been wall-papered, it has been deemed acceptable to cover by the homeowner
- Please submit your drywall repair list by mail to:

Rottlund Homes of Florida, Inc.
2637 McCormick Drive
Clearwater, FL 33759
ATTN: Service & Warranty Dept.

Service Warranty Processing Procedures

Upon receipt of any “Homeowner Request for Service” form, the service warranty department will contact you for an inspection appointment.

- Appointments are available Monday through Friday between the hours of 8:00 a.m. to 3:00 p.m.
- The items listed in your written request will be inspected to determine the appropriate action.
- A written service work order will be issued, notifying our subcontractor and authorizing repairs for your home. It is the responsibility of the subcontractor who receives the work order to contact you for an appointment. If you are difficult to reach by telephone, you are welcome to expedite this process by initiating the call to our service warranty department. Appointments for repair work are available Monday through Friday, 8:00 a.m. to 3:00 p.m.
- Completion of service warranty items can be expected within **fifteen (15) working days** of the service work order issue date unless there are weather delays, acts of God, material or labor delays.

Service Warranty Coverage

All service warranty requests will be based upon our First Year Home Care and Warranty (contained in this manual) and the HOME BUILDER’S LIMITED WARRANTY (PWC Form No. 117). Please carefully read this information as well as our service warranty procedures. If you have any questions regarding our procedures, please contact our service warranty department.

NOTE: Subterranean termite pre-construction soil poisoning is completed before the slab is poured. It is the homeowner’s responsibility, once closed, to immediately get on a Termite Home Protection plan with a local company.

ROTTLUND HOMES OF FLORIDA, INC.

First Year Home Care Warranty Manual

In addition to our HOME BUILDER'S LIMITED WARRANTY (PWC Form No. 117), The Rottlund Company, Inc. provides each homeowner with a First Year Home Care Warranty. Please refer to the HOME BUILDER'S LIMITED WARRANTY document for explanation of specific responsibility and coverage. THE HOME BUILDER'S LIMITED WARRANTY refers to our performance standards and guidelines that contain our building standards.

On the following pages of this manual, you will find our Performance Standards to provide you with an understanding of our responsibility for the correction of certain conditions during the first year of your home's Warranty Period. Please note that the Performance Standards listed here are applicable only to the first year of your home's Warranty Period. Under our First Year Home Care Warranty, we will utilize the Performance Standards provided herein to evaluate, and where appropriate, repair minor problems in your home that might not rise to the level of a Construction Defect as defined in the HOME BUILDER'S LIMITED WARRANTY. Following the end of the first year of your home's Warranty Period, we will utilize the other factors contained in Section III (Our coverage obligation) of the HOME BUILDER'S LIMITED WARRANTY to determine whether a Construction Defect exists at your home.

How to Use this Manual

This manual has been divided into twenty-three sections. Please reference the appropriate section for each item in question. If the manual contains a Performance Standard that indicates that the item in question is the responsibility of the Builder, please complete a “Homeowner’s Request for Service Form” that can be found at the end of this section. REMEMBER THAT THE PERFORMANCE STANDARDS CONTAINED ON THE FOLLOWING PAGES APPLY ONLY TO THE FIRST YEAR OF THE WARRANTY PERIOD. Following the end of the first year of your home’s Warranty Period, we will utilize the other factors contained in Section III (Our Coverage Obligation) of the HOME BUILDER’S LIMITED WARRANTY to determine whether a Construction Defect exists at your home.

Please remember that all requests must be in writing, unless it is an emergency.

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Exclusions

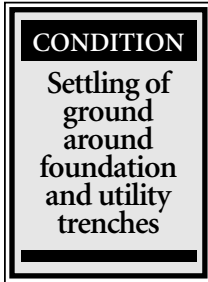
The following are not covered under the First Year Home Warranty or the HOME BUILDER'S LIMITED WARRANTY:

1. Any CONSTRUCTION DEFECTS or other damages resulting, either directly or indirectly, from the following causes or occurring in the following situations:
 - a. Fire;
 - b. Lightning;
 - c. Explosion;
 - d. Riot or Civil Commotion;
 - e. Smoke;
 - f. Hail;
 - g. Aircraft;
 - h. Falling Objects;
 - i. Vehicles;
 - j. Floods;
 - k. Earthquake;
 - l. Landslide or mudslide originated on property other than the site of the HOME or property developed by the BUILDER;
 - m. Mine subsidence or sinkholes;
 - n. Changes in the underground water table not reasonably foreseeable by the BUILDER;
 - o. Volcanic eruption; explosion or effusion;
 - p. Wind, including:
 - (i). Gale force winds;
 - (ii). Hurricanes;
 - (iii). Tropical Storms;
 - (iv). Tornadoes;
 - q. Insects, animals or vermin;
 - r. Changes in the grading of the ground by anyone other than US or OUR agents, or subcontractors which results in surface drainage towards the HOME or permits water to pond or become trapped in localized areas against the foundation;
 - s. Changes, additions or alterations made to the HOME by anyone other than US or OUR agents, or subcontractors;

CONTINUED

- t. Any defect in material or workmanship supplied by anyone other than US or OUR agents, or subcontractors;
 - u. Improper maintenance, negligence or improper use of the HOME by YOU or anyone else that results in rot, dry rot, moisture, rust, mildew or any other damage;
 - v. Dampness or condensation due to YOUR failure to maintain adequate ventilation;
 - w. Damage resulting from the weight and/or performance of any type of waterbed or other furnishings which exceeds the load bearing design of the HOME;
 - x. Damage which results from normal wear and tear or normal deterioration of materials;
2. Any costs arising from, or any CONSTRUCTION DEFECT resulting from the actual, alleged or threatened discharge, dispersal, release or escape of POLLUTANTS. WE will not cover costs, or expenses arising from the un-inhabitability of the HOME or health risk due to the proximity of POLLUTANTS. WE will not cover costs, or expenses resulting from the direction of any governmental entity to test, clean-up, remove, treat, contain or monitor POLLUTANTS;
 3. Any costs arising from, or any CONSTRUCTION DEFECT resulting from the effects of electromagnetic fields (EMF's) or radiation;
 4. Any damage to personal property that does not result from a CONSTRUCTION DEFECT;
 5. Any "CONSEQUENTIAL OR INCIDENTAL DAMAGES";
 6. Any damage to CONSUMER PRODUCTS;
 7. Any CONSTRUCTION DEFECT which YOU have not taken timely and reasonable steps to protect and minimize damage after WE or OUR authorized representative have provided you with authorization to prevent future damage;
 8. Any non-conformity with local building codes, regulations or requirements that has not resulted in a CONSTRUCTION DEFECT. While WE acknowledge OUR responsibility to build in accordance with applicable building codes, this LIMITED-WARRANTY does not cover building code violations in the absence of a CONSTRUCTION DEFECT. This exclusion in no way mitigates or relieves US or OUR obligation to build in accordance with applicable building codes, but this obligation is not a warranty.
 9. Any deviation from plans and specifications that has not resulted in a CONSTRUCTION DEFECT.
10. OUR LIMITED WARRANTY does not cover any CONSTRUCTION DEFECT which would not have occurred in the absence of one or more of the excluded events or conditions listed in Exclusions, Section VI. A.1.a - A.1.q., A.2 or A.3 above, regardless of:
 - a. the cause of the excluded event or condition; or
 - b. other causes of the loss or damage; or
 - c. Whether other causes acted concurrently or in any sequence with the excluded event or condition to produce the loss or damage.

Lot Grading & Drainage



CONDITION

Settling of ground around foundation and utility trenches.

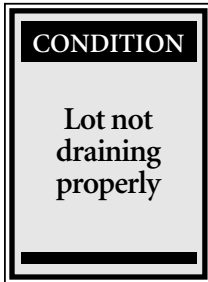
PERFORMANCE STANDARD

Backfilled ground will settle. This settlement should not disrupt water drainage from the house.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: The home owner/home owner's association will be responsible for the removal and replacement of shrubs, sod, rocks, landscaping, etc. in the affected areas for the builder's one time repair. After this one time repair, it will be the HOME OWNER'S responsibility to fill in depressions and maintain the grade.

BUILDER'S RESPONSIBILITY: The builder will fill in excessively settled areas and finish to original specifications per contract only once to maintain proper drainage.



CONDITION

Lot not draining properly.

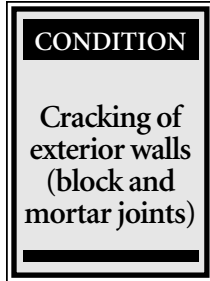
PERFORMANCE STANDARD

After a normal rainfall, water should not stand in the yard for more than 24 hours nor 48 hours in swales.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: The home owner/home owner's association is responsible for maintaining proper grades and swales which have been established by the builder.

BUILDER'S RESPONSIBILITY: The builder is responsible for establishing the proper grade and swales. The builder will not be responsible for the grade, if the established grade has been altered in any manner.



Masonry & Concrete

CONDITION

Cracking of exterior walls (blocks and mortar joints).

PERFORMANCE STANDARD

Settlement cracks are common. Any cracks greater than 1/4" in width will be repaired.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Cracks that do not exceed 1/4" in width can be caulked or the homeowner may use concrete crack patch.

BUILDER'S RESPONSIBILITY: The builder will repair the cracks by surface patching or tuck pointing. The color of mortar will be matched as closely as possible, but color variations should be expected and are not warranted by the Builder.



CONDITION

Cracking of house slab.

PERFORMANCE STANDARD

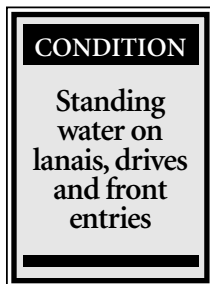
Shrinkage cracks are a direct result from the shrinkage of material during the hardening process of poured concrete.

Concrete floors are single slabs resulting from one continuous pour of concrete. Shrinkage cracks may develop during the curing process. These cracks do not affect the strength of the concrete. Any cracks greater than 1/4" in width or 1/4" vertical displacement will be repaired.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will repair the cracks by patching or using other filler remedies. The color of filler will be matched as closely as possible, but color variations should be expected and are not warranted by the Builder.



CONDITION

Standing Water on Lanais, pool decks and driveways and front entry.

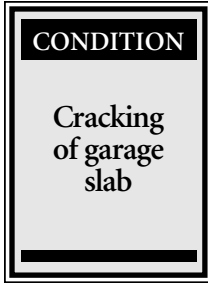
PERFORMANCE STANDARD

Water will not stand for more than a period of 24 hours at 5/16" depth during dry conditions.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will repair the area that holds water if the depth maintains a depth of 5/16" after a 24 hour period.



CONDITION

Cracking of garage slab.

PERFORMANCE STANDARD

Due to weather variations and settling, more movement should be expected in garage slabs. Shrinkage or settlement cracks are common and they do not affect the strength of the concrete. Any cracks exceeding 1/4" in width or 1/4" in vertical displacement (uplifting) will be repaired.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will repair the cracks by patching or using other filler remedies. The color of filler will be matched as closely as possible, but color variations should be expected and are not warranted by the Builder.



CONDITION

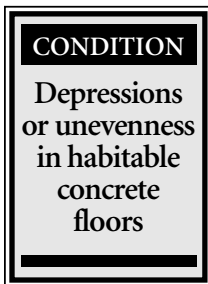
Heaving exterior concrete slabs - vertical or horizontal movement of concrete slabs at joints.

PERFORMANCE STANDARD

Concrete slabs are designed to move at expansion joints.

RESPONSIBILITY

(See settling of patios, sidewalks, and driveways for further information on PAGE 7.)



CONDITION

Depressions or unevenness in habitable concrete floors.

PERFORMANCE STANDARD

If the depression or unevenness exceeds 1/4" in a 48" measurement, it will be corrected.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will correct the problem to meet the performance standard by filling with a latex or equivalent filler or by grinding. The finished repair will be feathered in. Color variations of concrete are to be expected and are not warranted by the Builder.



CONDITION

Pitting, scaling or spalling of concrete (aggregate loose).

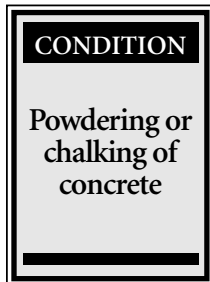
PERFORMANCE STANDARD

Concrete is affected by certain elements and chemicals.

The builder will correct only large areas where the aggregate has become loose and has not been caused by the concentration of water, at their discretion.

RESPONSIBILITY

BUILDER'S RESPONSIBILITY: The builder will repair the affected surface with a concrete filler. The color of filler will be matched as closely as possible, but color variations should be expected and are not warranted by the Builder.



CONDITION

Powdering or chalking of concrete.

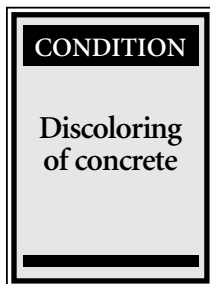
PERFORMANCE STANDARD

Concrete surfaces should not chalk or powder. If the surface continues to degenerate and become rough or expose aggregate, corrective action will be necessary.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will repair the affected surface with a concrete filler or sealer. The color of filler or sealer will be matched as closely as possible, but color variations should be expected and are not warranted by the Builder.



CONDITION

Discoloring of concrete.

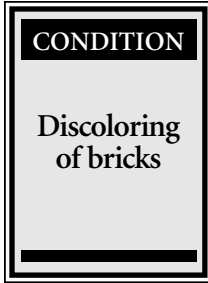
PERFORMANCE STANDARD

Concrete may discolor from water running over the concrete, due to high mineral content in either the ground water or the municipal water supply.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: None: concrete discoloration is uncontrollable and is not a warranted item.



CONDITION

Discoloring of bricks.

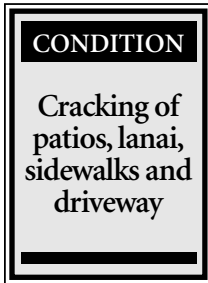
PERFORMANCE STANDARD

Bricks may discolor due to the elements, rain run-off weathering or its innate materials.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: When the brick surface has dried, this discoloration can be removed by using a wire brush on the discolored area.

BUILDER'S RESPONSIBILITY: None: Brick discoloration is uncontrollable and is not a warranted item.



CONDITION

Cracking of patios, lanai, sidewalks, and driveways.

PERFORMANCE STANDARD

Settlement cracks are common and should be expected, cracks exceeding 1/4" in width or 1/4" in vertical displacement will be corrected.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will repair or replace the minimum affected section of concrete which can be removed from the sidewalk, driveway or patio at the open joints. Color variations of concrete can be expected and are not warranted by the Builder.



CONDITION

Settling of patios, lanai, sidewalks and driveways.

PERFORMANCE STANDARD

Concrete slabs that have settled 1" or more from their original position and where negative drainage has resulted will be corrected one time only.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will repair or replace one time only the minimum affected section which can be removed from the sidewalk, driveway or patio at the open joints. Color variations of concrete can be expected and are not warranted by the Builder.



CONDITION

Settling, chips, efflorescence and scratches on brick pavers.

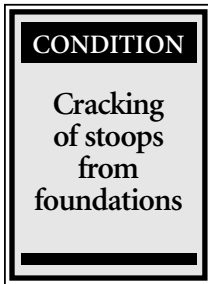
PERFORMANCE STANDARD

The height of pavers shall not differ by more than + or - 1/4". Pavers are made with aggregates; therefore it is possible that a small percentage of aggregate may become dislodged from the surface. This does not mean the paver is defective or damaged. Chips, efflorescence, color variations and scratches will not be covered under the warranty policy.

RESPONSIBILITY

HOMEOWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The Builder will repair pavers if the height differs by more than 1/4" (+ or -).



CONDITION

Cracking of stoops from foundations.

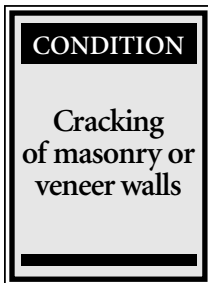
PERFORMANCE STANDARD

Minor separating is normal. Separation of more than 1" will be corrected.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will take whatever corrective action is required to meet the performance standard. Color variations of concrete can be expected and are not warranted by the Builder.



CONDITION

Cracking of masonry or veneer walls.

PERFORMANCE STANDARD

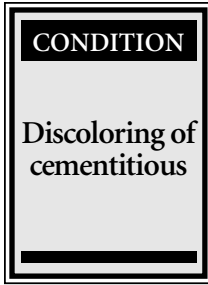
Cracks greater than 1/4" in width will be repaired.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Cracks less than 1/4" should be filled by homeowner.

BUILDER'S RESPONSIBILITY: The builder will repair the cracks by surface patching or tuck pointing. The color of mortar will be matched as closely as possible, but color variations should be expected and are not warranted by the Builder.

Cementitious



CONDITION

Discoloration of cementitious.

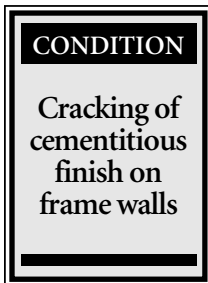
PERFORMANCE STANDARD

Cementitious may discolor due to the elements; rain run-off weathering or its innate materials.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: To wash stains, wet the area that is discolored and mix 4 parts water to 1part Muratic Acid and apply with a window washing brush. After applying mixture to the stained cementitious, rinse thoroughly. **NOTE:** This mixture will kill shrubs and plants if it is spilled on them. Another effective method is by use of a 2500 PSI pressure washer if it is held four feet (4') away from the structure. .

BUILDER'S RESPONSIBILITY: Cementitious discoloration is uncontrollable and is not a warranted item.



CONDITION

Cracking of cementitious finish on wood frame.

PERFORMANCE STANDARD

Cracks in cementitious are common and should be expected. Cracks in excess of 1/8" width will be repaired.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Homeowner to fill by using a good grade of exterior caulk and touch-up the paint.

BUILDER'S RESPONSIBILITY: The builder will repair cracks exceeding the performance standard, one time only, during the warranty period the color of cementitious will be matched as closely as possible, some variations may occur and can not be controlled by the builder, but color variations should be expected and are not warranted by the Builder. The builder is responsible for painting the repaired area only.

Framing



CONDITION

Sagging ceilings around storage areas.

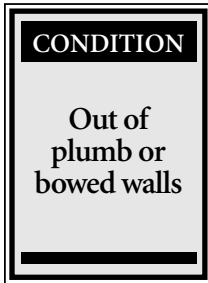
PERFORMANCE STANDARD

Trusses are not designed to bear weight on the bottom chord.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Homeowner should not use these areas for storage.

BUILDER'S RESPONSIBILITY: None



CONDITION

Out of plumb or bowed walls.

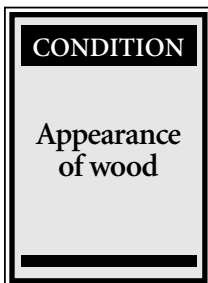
PERFORMANCE STANDARD

Walls bowing more than 1/4" within a 48" measurement (floor to ceiling or wall-to-wall) will be repaired.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will repair the wall by mud feathering the wall. More severe cases may require other remedies. The builder will try to match the texture and color as closely as possible, but color variations should be expected and are not warranted by the Builder.



CONDITION

Appearance of wood.

PERFORMANCE STANDARD

Framing lumber is not a finished grade type lumber. It's rated for its strength, not appearance. Splitting and knots will not be covered under the warranty policy unless it affects the structural integrity.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: None



CONDITION

Squeaking of floor or loose sub-floor. (Second-story homes only.)

PERFORMANCE STANDARD

Floor squeaks will generally appear and disappear due to the settling of the home and changes in the weather. A certain amount of floor shrinkage is normal and complete avoidance of floor squeaks is impossible and cannot be guaranteed. The builder is not responsible for the correction of floor squeaks that appear under tile, vinyl or hardwood flooring.

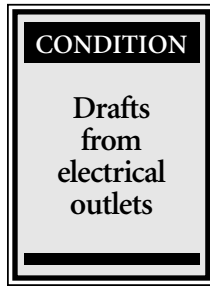
RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: By maintaining the humidity level between 30-55 percent, this will help reduce the number of floor squeaks.

BUILDER'S RESPONSIBILITY: Floor squeak repairs will be corrected no more than one time during the first year warranty period. To allow the house to stabilize itself, the builder will repair the squeaks during the eleventh month of the first year warranty period. The builder will correct the squeak only if caused by an underlying construction defect. The squeak will be repaired, at the builder's sole option, in one of the following manners:

- 1) Face nailing
- 2) Pulling up the floor covering and screwing the floor from above

Insulation



CONDITION

Drafts from electrical outlets.

PERFORMANCE STANDARD

Electric boxes on exterior walls produce an air flow passage whereby outside air can be drawn through the outlet into the room. This problem is virtually unavoidable.

RESPONSIBILITY

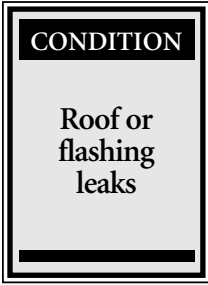
HOME OWNER'S RESPONSIBILITY: To minimize air drafts, the homeowner can purchase outlet insulators at any hardware store.

BUILDER'S RESPONSIBILITY: None

CONDITION

Moisture condensation. (See Windows & Doors)

Roofing



CONDITION

Roof or flashing leaks.

PERFORMANCE STANDARD

All roof and flashing leaks not caused by HOME OWNER'S action or negligence will be repaired.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: The homeowner/HOME OWNER'S association should remove leaf build up in gutters.

BUILDER'S RESPONSIBILITY: The builder will repair the leak if the cause is not due to the HOME OWNER'S actions or negligence. If shingle replacement is required, please note that because the process of coating shingles with colored granules is a batch-type process, different dye lots will occur. Therefore, color variations in the shingles can arise from this process. The builder is not responsible for color variations.



CONDITION

Leaking through louvers or vents due to driven rain.

PERFORMANCE STANDARD

Vents or louvers must be provided for proper ventilation. Even if vents are installed according to building codes, driving rain may enter. This is not a defect. Vents or louvers should not leak under normal conditions.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: Leaks that occur under normal conditions will be repaired by the builder. If shingle replacement is required, please note that because the process of coating shingles with colored granules is a batch-type process, different dye lots will occur. Therefore, color variations in the shingles can arise from this process. The builder is not responsible for color variations.



CONDITION

Cracked roof tile.

PERFORMANCE STANDARD

Roof tiles can be cracked by being walked on improperly; therefore roof tiles will not covered under the warranty policy after the closing of the home.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Contact roofer to coordinate replacement of damaged tile.

BUILDER'S RESPONSIBILITY: None



CONDITION

Wind damage to roof shingles or tile.

PERFORMANCE STANDARD

Tile or shingles should not blow off during the first year warranty period under normal weather conditions.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: If shingles or tile are damaged by abnormal weather conditions, the matter should be processed by the home owner/HOME OWNER'S association as an insurance claim.

BUILDER'S RESPONSIBILITY: Under normal weather conditions, the builder will repair or replace the damaged tile or shingles. If shingle/tile replacement is required, please note that because the process of coating tile or shingles with colored granules is batch-type process, different dye lots will occur. Therefore, color variations in the shingles or tile can arise from this process. The builder is not responsible for color variations.



CONDITION

Shingles sticking up or not sealing down.

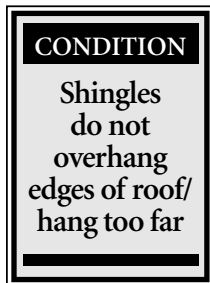
PERFORMANCE STANDARD

Shingles should be sealed by the end of the first warranty period. Where a non-sealing type of shingle has been used, the builder can correct the nailing deficiency by sealing down the shingles. With sealing type shingles, these shingles require heat from the sun to affect the full seal, so some warm weather is required.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will repair shingles that are not sealed by the end of the first year warranty period. If shingle replacement is required, please note that because the process of coating shingles with colored granules is a batch-type process, different dye lots will occur. Therefore, color variations in the shingles can arise from this process. The builder is not responsible for color variations.



CONDITION

Shingles do not overhang edges of roof, or hang too far over the edges of the roof.

PERFORMANCE STANDARD

Shingles will overhang roof edges by not less than 1/4" and not more than 3/4".

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will reposition or replace shingles as necessary to meet the acceptable standard. If shingle replacement is required, please note that because the process of coating shingles with colored granules is a batch type process, different dye lots will occur. Therefore, color variations in the shingles can arise from this process. The builder is not responsible for color variations.



CONDITION

Mismatch of shingle color.

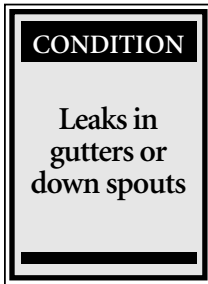
PERFORMANCE STANDARD

NONE: Some color mismatches do occur because of sun reflections, minor differences in colors between shingles in the same lots, and the aging and weathering of shingles.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: None



CONDITION

Leaks in gutters or down spouts.

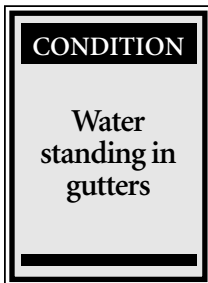
PERFORMANCE STANDARD

Gutters and down spouts during heavy rains, overflow should be expected.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: It is a homeowner/HOME OWNER'S association's responsibility to keep gutters and down spouts free of leaves and debris which could cause overflow.

BUILDER'S RESPONSIBILITY: Leaks not caused by HOME OWNER'S neglect or damage will only be repaired by the builder if they were installed by the builder.



CONDITION

Water standing in gutters.

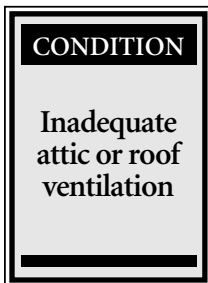
PERFORMANCE STANDARD

If the gutter is free from debris, the water level should not exceed 1" in depth. It is necessary to clean gutters at least 4 times per year.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: It is a homeowner/HOME OWNER'S association's responsibility to keep gutters and down spouts free of leaves and debris which could cause overflow.

BUILDER'S RESPONSIBILITY: The builder will only correct the gutter to meet the performance standard if it was installed by the builder.



CONDITION

Inadequate attic or roof ventilation.

PERFORMANCE STANDARD

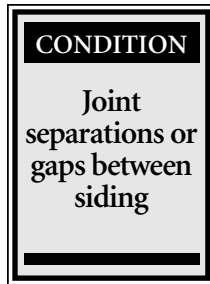
Attic spaces will be ventilated as required by applicable building codes.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will provide adequate ventilation to meet the performance standards.

Exterior Siding & Caulking



CONDITION

Joint separations or gaps between siding.

PERFORMANCE STANDARD

Separation between siding should not exceed 3/8".

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will repair the separation by caulking or using other remedies. The homeowner can expect that the newly painted surface may not match the original surface in color. The builder will not be responsible for color variations



CONDITION

Knots or splitting of wood siding or fascia.

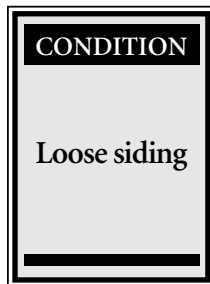
PERFORMANCE STANDARD

Some splitting of wood is normal and should be expected. Splits exceeding 1/4" will be repaired. Knots are a natural character of the wood and are not considered defects of the wood.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: The homeowner is responsible for caulking and maintaining the fascia boards and all joints.

BUILDER'S RESPONSIBILITY: At the builder's sole option, the builder will repair (by caulking) or replace the affected areas if deemed necessary. The home owner can expect that the newly painted surface may not match the original surface in color. The builder will not be responsible for color variations.



CONDITION

Loose siding.

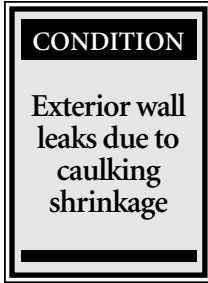
PERFORMANCE STANDARD

Siding should not become loose in the first year warranty period under normal weather conditions.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: If siding becomes loose under windy or abnormal weather conditions, the home owner/HOME OWNER'S association should process the matter as an insurance claim.

BUILDER'S RESPONSIBILITY: Siding that becomes loose under normal weather conditions will be corrected by the builder. The homeowner can expect that the newly repaired surface may not match the original surface in color or texture. The builder will not be responsible for such variations.



CONDITION

Exterior wall leaks due to caulking shrinkage.

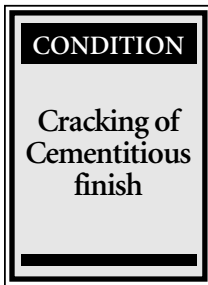
PERFORMANCE STANDARD

Joints and cracks of wall surfaces need to be re-caulked to prevent entry of water and should be checked periodically.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Due to atmospheric conditions, all caulking will shrink and dry out. Caulking around all doors, windows, skylights, open siding seams, vents, thresholds, openings in foundation for plumbing and electric service, and trim should be examined at least once a year. Repair and/or replacement is a homeowner/HOME OWNER'S Association maintenance responsibility.

BUILDER'S RESPONSIBILITY: None.



CONDITION

Cracking of cementitious finish.

PERFORMANCE STANDARD

Cracks in cementitious finishes are common and should be expected. Cracks in excess of 1/8" width will be repaired.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Cracks that do not exceed 1/8" in width may be repaired by caulking or using concrete crack patch.

BUILDER'S RESPONSIBILITY: The builder will repair cracks exceeding the performance standard, one time only, during the warranty period the color of cementitious will be matched as closely as possible, but color variations should be expected and are not warranted by the Builder.

Fireplace



CONDITION

Fireplace does not draw enough or down draft.

PERFORMANCE STANDARD

Fireplaces should function properly. It is normal to expect that high winds can cause down drafts. Also, large branches of trees too close to the chimney will cause similar down drafts. Some homes are extremely air tight and may need to have a window opened slightly to create an effective draft.

RESPONSIBILITY

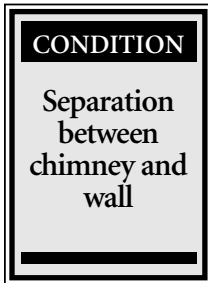
HOME OWNER'S RESPONSIBILITY: Wood Burning Fireplaces: Before using the fireplace, it is necessary to warm the fireplace flue. By warming the chimney, this will allow smoke from the fire to go up the chimney and not into the room. To warm the fireplace flue, the following steps are necessary:

- 1) Make sure the chimney flue is clear and the fireplace damper is open.
- 2) Open the fresh air intake.
- 3) Roll up a newspaper. Light the paper and hold it in the firebox directly below the chimney flue until the smoke rises up the chimney.

When the fire in the fireplace is ready to be put out, remember the fresh air intake can be closed but the flue damper should be left open all night to let the excess heat and gases escape.

Gas Fireplaces: To prevent heat from escaping and down drafts, it is recommended that the fireplace glass doors are kept shut at all times.

BUILDER'S RESPONSIBILITY: If the problem is caused by improper construction or design, the builder will correct this.



CONDITION

Separation between chimney and wall.

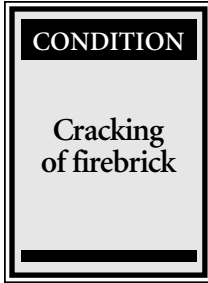
PERFORMANCE STANDARD

Some minor separation is normal. Separation in excess of 1/2" from the main structure in any 10 foot vertical measurement will be corrected.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will repair separations in excess of the performance standard by caulking or other measures. The color of caulk will be matched as closely as possible, but color variations should be expected and are not warranted by the Builder.



CONDITION

Cracking of firebrick.

PERFORMANCE STANDARD

Cracks in the firebrick greater than 1/4" in width will be repaired.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Try to maintain several smaller fires over a longer period of time. Big "Roaring" fires will cause the firebrick to crack.

BUILDER'S RESPONSIBILITY: The builder will correct cracks that exceed the performance standard.



CONDITION

Cracking of fireplace brick veneer.

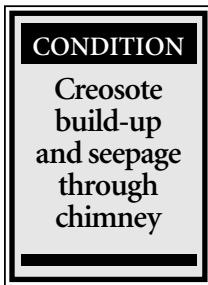
PERFORMANCE STANDARD

Cracks in the brick veneer greater than 1/4" in width will be repaired

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will correct cracks that exceed the performance standard by patching or tuck pointing. The color of mortar will be matched as closely as possible, but color variations should be expected and are not warranted by the Builder.



CONDITION

Creosote build-up and seepage through chimney.

PERFORMANCE STANDARD

NONE: Creosote and soot is a product of incomplete wood combustion and generally builds up on the inside of chimney flues. Burning non-seasonal or wet wood will greatly enhance this build-up.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Chimney flues should be inspected regularly for creosote and soot build up. A thorough professional chimney cleaning should be made prior to the start of each heating season.

BUILDER'S RESPONSIBILITY: None: The builder is responsible only for the construction of the chimney, and does not have control of the materials and methods used during the operation of the fireplace.



CONDITION

Color variations of all marble products such as; vanity tops, marble hearth surround and marble window sills.

PERFORMANCE STANDARD

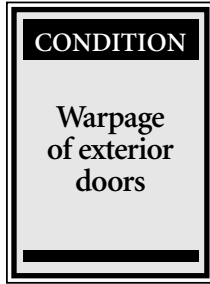
All marble products have variations in grain and color. The variations cannot be controlled and are not warranted.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: None

Windows & Doors



CONDITION

Warpage of exterior doors.

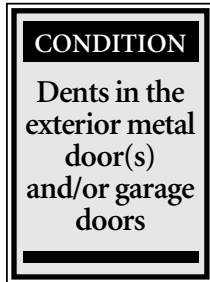
PERFORMANCE STANDARD

Due to temperature differences on the inside and outside surfaces, some temporary warping may occur. This temporary warpage is not a defect and the door will in most cases straighten again as the temperature changes. However, doors should not become inoperable, or fail to be weather resistant, and warpage should not exceed 1/4" measured from corner to corner diagonally.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: At the builder's sole option, the builder will repair or replace warped doors. If replacement is required, the builder will match the grain and stain (or paint) as closely as possible, but color variations are to be expected.



CONDITION

Dents in the exterior metal door(s) and/or garage doors.

PERFORMANCE STANDARD

Dents not reported to the builder before occupancy by the homeowner will not be covered under this warranty.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: After the customer orientation, the builder will not repair dents or replace exterior doors. This is a home owner maintenance item.

BUILDER'S RESPONSIBILITY: None.



CONDITION

Door knobs coming loose.

PERFORMANCE STANDARD

With the use of a screwdriver loose door knobs can be easily fixed.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Tighten as required.

BUILDER'S RESPONSIBILITY: None



CONDITION

Door knobs exposed to weather.

PERFORMANCE STANDARD

Due to weather, the Builder cannot be responsible for door knobs discoloring or rusting.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: None



CONDITION

Drafts under exterior doors.

PERFORMANCE STANDARD

Drafts coming underneath the exterior doors can be corrected by adjusting the door threshold.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Exterior door thresholds can be adjusted.

BUILDER'S RESPONSIBILITY: None



CONDITION

Sliding patio screen doors will not stay on track.

PERFORMANCE STANDARD

Sliding patio screen doors will slide properly on their tracks. Damaged or torn screens not reported to the builder before the closing of the home will not be covered under the warranty policy.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: The cleaning maintenance necessary to preserve proper operation is the responsibility of the homeowner.

BUILDER'S RESPONSIBILITY: Screen doors not caused by homeowners neglect or damage will be repaired by the builder.



CONDITION

Sliding patio doors do not roll smoothly.

PERFORMANCE STANDARD

Sliding patio doors will roll smoothly with reasonable ease.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: The cleaning and maintenance necessary to preserve proper operation is the responsibility of the homeowner. The door may be adjusted to roll easier by using the adjustment screws located on the exterior of the door at the top and bottom.

BUILDER'S RESPONSIBILITY: Sliding patio doors not caused by the HOME OWNER'S neglect or damage will be repaired by the builder.



CONDITION

Sliding door locks.

PERFORMANCE STANDARD

Sliding patio doors will lock with ease.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: The cleaning maintenance necessary to preserve proper operation is the responsibility of the homeowner.

BUILDER'S RESPONSIBILITY: Sliding patio doors not caused by homeowners neglect or damage will be repaired by the builder.



CONDITION

Warpage of interior doors.

PERFORMANCE STANDARD

All wood doors go through a period of moisture and balance during new construction. During the first heating season, the door will be exposed to a rapid drying condition.

This will cause the door to warp temporarily. This temporary warpage is not considered a defect and in most cases the door will straighten out. However, doors should not become inoperable and warpage of the door after the first heating season should not exceed 1/2" measured from corner to corner diagonally.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Keeping the interior doors shut will help prevent the doors from warping.

BUILDER'S RESPONSIBILITY: At the builder's sole option, the builder will repair or replace warped doors. If replacement is required, the builder will match the grain and stain (or paint) as closely as possible, but color variations are to be expected and are not warranted by the Builder.



CONDITION

Bi-fold doors come off tracks during normal operation.

PERFORMANCE STANDARD

Bi-fold doors will slide properly on their tracks.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: The cleaning and maintenance necessary to preserve proper operation is the responsibility of the home owner.

BUILDER'S RESPONSIBILITY: Bi-fold doors not caused by the HOME OWNER'S neglect or damage will be repaired.



CONDITION

Bi-fold doors in need of adjustment.

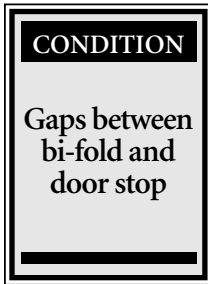
PERFORMANCE STANDARD

Bi-fold doors will open, close and operate smoothly. Adjustments of bi-fold doors are common and are a home owner maintenance item. Bi-fold doors may warp temporarily during weather changes, however if warpage of the door exceeds 1/4" measured from center to corner diagonally it will be corrected.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Adjustment of the bi-fold doors (after the customer orientation) is a home owner maintenance item.

BUILDER'S RESPONSIBILITY: The builder will replace the door that is warped beyond the warping performance standard. The builder will match the grain and stain (or paint) as closely as possible but color variations are to be expected and are not warranted by the Builder.



CONDITION

Gaps between bi-fold and door stop.

PERFORMANCE STANDARD

The door edge will be within 3/8" of parallel to the door stop.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will adjust the door as necessary to meet the performance standard.



CONDITION

Door rubs or latch does not work.

PERFORMANCE STANDARD

Doors will operate smoothly and door latches will operate correctly.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Due to weather changes doors will warp temporarily and may need adjustment of the strike plates.

BUILDER'S RESPONSIBILITY: The builder will repair the door to meet the performance standard.



CONDITION

Door drags on carpet.

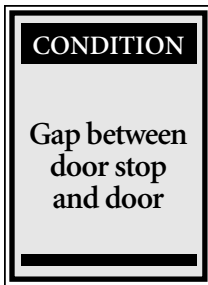
PERFORMANCE STANDARD

Doors will not drag on the carpet.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will repair the door to meet the performance standard.



CONDITION

Gap between door stop and door.

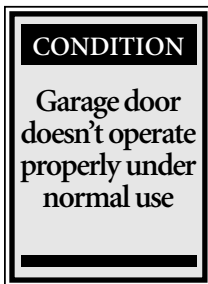
PERFORMANCE STANDARD

The door edge will be within 3/8" of parallel to the door stop.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will adjust the door as necessary to meet the performance standard.



CONDITION

Garage door does not operate properly under normal use.

PERFORMANCE STANDARD

Garage doors will operate properly.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will correct the garage doors as required unless the cause is determined to be the result of the HOME OWNER'S actions or negligence. NOTE: The installation of garage door openers may affect the operation of the garage doors, and this is not warranted by the builder.



CONDITION

Infiltration of air, water and light through garage door.

PERFORMANCE STANDARD

Garage doors are not weatherproof and air tight and some entrance of rain, insects or drafts should be expected. Garage doors will be corrected to meet the manufacturer's specifications.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: None.



CONDITION

Drafts around windows and doors.

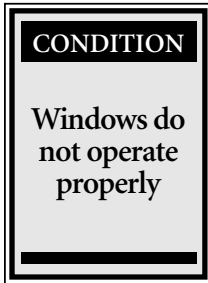
PERFORMANCE STANDARD

Some draft should be expected around doors and windows especially during high winds. Proper weather-stripping and insulating around these areas can minimize air flow. Defective weather-stripping should be replaced.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Under certain temperatures and wind conditions, some infiltration will occur and it may be necessary for the homeowner to have storm doors and windows installed to provide satisfactory solutions in these high wind areas.

BUILDER'S RESPONSIBILITY: The builder will adjust or correct poorly fitted doors, windows and poorly fitted weather-stripping.



CONDITION

Windows do not operate properly.

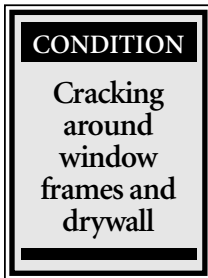
PERFORMANCE STANDARD

Windows will operate with reasonable ease.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will correct windows as required.



CONDITION

Cracking around window frames and drywall.

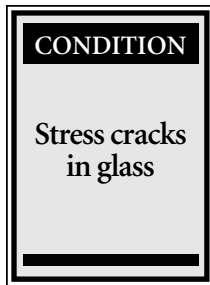
PERFORMANCE STANDARD

Cracks in excess of 1/8" in width will be corrected

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Cracks that do not exceed 1/8" will be a homeowner maintenance item.

BUILDER'S RESPONSIBILITY: The builder will correct cracks that exceed 1/8" in width.



CONDITION

Stress cracks in glass.

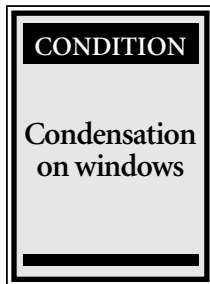
PERFORMANCE STANDARD

Glass should not crack during the first year warranty period. Glass that is cracked due to HOME OWNER'S negligence will not be covered.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will replace the cracked piece of glass.



CONDITION

Condensation on windows.

PERFORMANCE STANDARD

Windows will collect condensation on the interior surfaces when there are extreme temperature differences and high humidity levels in the home. Condensation is usually created by the homeowner and is an indication of either too much moisture in the room, or poor circulation of the moisture that is present in the room. Damage resulting from condensation is not a warranted item.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Due to the tight construction of new homes, moisture can be trapped in many ways. This moisture can also be created by the use of kitchen appliances, laundry facilities and bathroom usage. There are several steps that can be taken to assist in reducing and controlling moisture:

1. If the wood around the windows gets wet or damp, you need to dry this area off.
REMEMBER: Damage resulting from condensation is not warrantable.
2. Turn off or reduce the setting of the humidifier, if applicable.
3. Operate exhaust fans in areas of high moisture input such as laundry rooms, kitchens and baths.
4. Ventilate the house briefly once a day.
5. Use a dehumidifier to remove moisture.
6. Increase the circulation of the air in the house by turning the fan switch to the ON position on the thermostat.
7. Reduce the moisture input into the home (showering, cooking, etc.).
8. Open window curtains and shades during the day.

BUILDER'S RESPONSIBILITY: Unless directly attributed to faulty installation, window condensation is a result of conditions beyond the builder's control. No corrective action is required by the builder.

Interior Trim & Caulking



CONDITION

Separation of interior trim.

PERFORMANCE STANDARD

Separations in moldings or separation between moldings and adjacent surfaces (including casement, bases, etc.) should be expected within certain tolerances. Separations in excess of 1/8" will be corrected.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: If the cracks do not exceed 1/8" in width it is a homeowner maintenance item.

BUILDER'S RESPONSIBILITY: The builder will repair the separation by caulking or other methods. If replacement is required, the builder will match the grain and stain (or paint) as closely as possible, but color variations are to be expected and are not warranted by the Builder.



CONDITION

Color variations in wood trim.

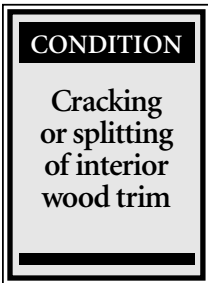
PERFORMANCE STANDARD

All wood products have variations in grain and color. These variations cannot be controlled and are not warranted.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: None



CONDITION

Cracking or splitting of interior wood trim.

PERFORMANCE STANDARD

Some splitting of wood is normal and should be expected; cracks exceeding 1/8" will be repaired.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will repair the cracks or splits exceeding the performance standard by filling the crack/split and matching the paint or stain as closely as possible or by other methods. If replacement is required, the builder will match the grain and stain (or paint) as closely as possible, but color variations are to be expected and are not warranted by the Builder.



CONDITION

Loose caulking around plumbing fixtures, exterior doors and vinyl flooring.

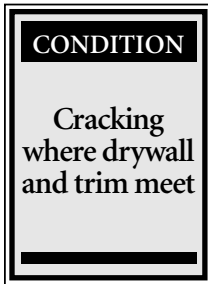
PERFORMANCE STANDARD

Caulking shall be installed properly around tubs/showers, exterior doors and vinyl flooring (where applicable).

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: From time to time, it may be necessary for the home owner to re-caulk areas that come loose due to use, damage or changes in humidity or temperature. It is important that these areas be maintained to avoid any damage to underlayment, wood trim, drywall or flooring.

BUILDER'S RESPONSIBILITY: The builder will be responsible for properly caulking applicable areas during the construction process. However, routine re-caulking is a home owner maintenance item and not a warranted item.



CONDITION

Cracking where drywall and trim meet.

PERFORMANCE STANDARD

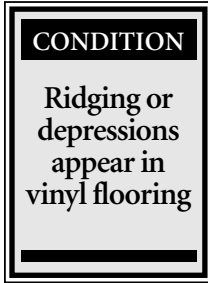
Cracks in excess of 1/8" in width will be corrected by builder.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: With the use of caulk small cracks can easily be repaired.

BUILDER'S RESPONSIBILITY: The builder will correct all cracks exceeding 1/8" in width.

Floor Covering



CONDITION

Ridging or depressions appear in resilient or vinyl flooring due to subfloor irregularities. (Second-story homes only.)

PERFORMANCE STANDARD

Ridges or depressions exceeding 1/4" within a 48" area measuring perpendicular to the ridge or depression will be repaired.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will correct the floor by shimming the floor, pulling the subfloor down, or other methods required to meet the performance standard.



CONDITION

Nails popping through resilient or vinyl flooring. (Second-story homes only.)

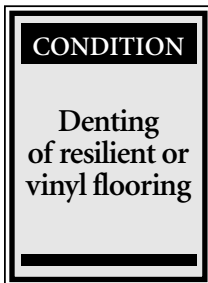
PERFORMANCE STANDARD

Nail pops which have broken through the floor covering will be repaired.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will repair the nail pops and the covering in the damaged area. All resilient flooring is subject to normal manufacturing tolerances and most particularly to dye lot variations affecting color, texture and pattern. From time to time, patterns are taken off the market. Therefore, the builder will not be responsible for discontinued patterns or color variations in the floor covering.



CONDITION

Denting of resilient or vinyl flooring.

PERFORMANCE STANDARD

The nature of resilient or vinyl flooring makes it possible to deform the surface permanently when subject to high loads of pressure exerted by furniture, high heels or other similar high pressure loads. Because of this and the wear and tear caused by normal use of resilient or vinyl flooring, denting of resilient or vinyl flooring is not warrantable.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: To insure proper durability of resilient or vinyl flooring, proper floor protectors should be installed on all furniture and chairs. Wearing high heel shoes on resilient or vinyl flooring is not recommended and should be avoided.

BUILDER'S RESPONSIBILITY: None



CONDITION

Staining of resilient or vinyl flooring.

PERFORMANCE STANDARD

Resilient or vinyl flooring can stain due to various reasons. Resilient or vinyl flooring should not stain during the normal warranty period unless caused by the HOME OWNER'S negligence. Topical stains are not warranted.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Here are a few suggestions that can be used to prevent any staining of your new vinyl floor covering:

- 1) Direct sunlight will in fact discolor vinyl. We suggest using window treatments to refract sunlight. This also includes skylights.
- 2) Use of rubber back mats will discolor your floor. We recommend non-rubber back rugs.
- 3) Deck stains and all oil based paints will also discolor floors. With deck stains and stains in general, walking from stained surfaces onto vinyl will cause tracking of stain to the vinyl floor. It is best to have some sort of mat to wipe your shoes before you walk on the floor.
- 4) Asphalt driveways and sealers will also stain vinyl. It is best to remove shoes first or use rugs to wipe your feet.
- 5) Cleaning solvents - You must be careful to use only the manufacturer's suggested cleaning products when cleaning your floor. Also, when cleaning appliances, make sure to protect your floor from solvents dripping on to your floor as these may discolor your vinyl.
- 6) Excessive heat may burn or discolor your vinyl. (Excessive heat is considered to be over 125 degrees F.)
- 7) Lawn fertilizers may discolor vinyl floors, both the liquid and granular types. It is best to remove footwear before walking on vinyl floors.

BUILDER'S RESPONSIBILITY: If the cause of the staining is not due to the HOME OWNER'S negligence, the builder will correct the affected area. The builder is not responsible for discontinued patterns or colors, or for variations in color.



CONDITION

Resilient or vinyl flooring lifts, bubbles or becomes unglued at the seams.

PERFORMANCE STANDARD

Resilient or vinyl flooring should not loosen during the normal first year warranty period unless caused by the HOME OWNER'S negligence or excess use of water.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: The homeowner should maintain and repair the vinyl edges that meet cabinets, shower bases, tubs or any other areas where water may be allowed to penetrate.

BUILDER'S RESPONSIBILITY: None



CONDITION

Damaged vinyl flooring or carpeting.

PERFORMANCE STANDARD

Damage that occurs due to the negligence of the builder will be corrected.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: If the cause of the damage is not due to the HOME OWNER'S negligence, the builder will repair the damaged area. Due to normal manufacturing tolerances and most particularly to dye lot variations affecting color, texture and patterns, the builder will not be responsible for these variations.



CONDITION

Gaps in carpet seams.

PERFORMANCE STANDARD

Carpet seams will show but visible openings are not acceptable.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will correct the affected area so openings are not visible.



CONDITION

Carpet stretches or loosens.

PERFORMANCE STANDARD

Carpet has a tendency to loosen during damp weather, but typically it will stretch tight again in dry weather.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: When moving any furniture in the home, do not drag the piece of furniture across the carpeting. This can cause the carpet to loosen.

BUILDER'S RESPONSIBILITY: The builder has the sole option to re-stretch or secure the carpeting one time during the warranty period.



CONDITION

Staining or shading of carpet.

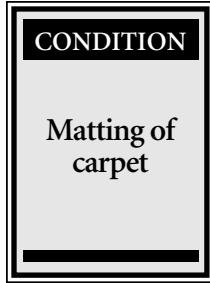
PERFORMANCE STANDARD

None

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: No carpet is totally stain proof. Spills and accidents should be removed upon occurrence.

BUILDER'S RESPONSIBILITY: None



CONDITION

Matting of carpet.

PERFORMANCE STANDARD

Please see the manufacturer specifications for further details.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: To insure a proper appearance of your carpet, the homeowner should vacuum at least every other day with a good quality vacuum. Try to pay more attention to the traffic areas of your home. It is important to make at least four passes in each area with your vacuum in order to prevent dust and dirt particles from working into the carpet pile. Also, move your furniture to different locations in the room periodically.

BUILDER'S RESPONSIBILITY: The builder will correct the carpet to meet the manufacturer's specifications.



CONDITION

Cracking or separating between hardwood floor boards.

PERFORMANCE STANDARD

Cracks in excess of 1/8" in width will be corrected.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: To properly care for your hardwood floors you will need to do the following:

1. Keep the floor free from water and any other substances that will damage the finish of the floor.
2. Control the humidity in your home. The humidity level in your home should be maintained between 30-55 percent. If the humidity falls below this level, the floor boards may shrink thus causing gaps between the strips of the flooring. This condition is very common during the dry months of winter and a humidifier will help control this shrinkage.

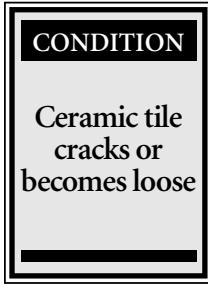
The reverse condition occurs during the summer months when there is too much humidity in the home. During this time, the flooring may swell to the point where it will buckle and lift off the subfloor. A dehumidifier may be needed to control this. Damage that occurs due to a poorly maintained floor will not be warranted by the builder (i.e. scratches, chips). Damaged hardwood floor covering not reported to the builder before closing of the home will not be covered under the warranty policy.

BUILDER'S RESPONSIBILITY: The builder will repair the cracks in excess of the performance standard by filling or replacing the boards at the sole option of the builder. The builder will match the grain and stain as closely as possible, but color variations are to be expected and are not warranted by the Builder.

CONDITION

Squeaking of floor or loose subfloor. (See Framing)

Ceramic



CONDITION

Ceramic tile cracks or becomes loose.

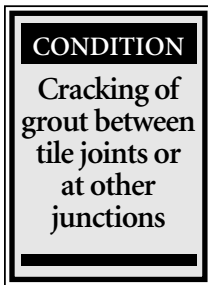
PERFORMANCE STANDARD

Ceramic tile will not crack or become loose. Tile that is chipped is not warrantable.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will replace only cracked tile and secure any tiles that are loose. The builder will not replace any tiles that were damaged by the HOME OWNER'S action or negligence. The builder is not responsible for discontinued patterns or color variations in ceramic tile. Shade and size variances are to be expected and are not warranted by the Builder.



CONDITION

Cracking of grout between tile joints or at junctions with other materials such as a bathtub.

PERFORMANCE STANDARD

Cracks that develop in the grouting of the ceramic tile joints should be expected due to normal shrinkage conditions.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Ceramic tile should be re-grouted or re-caulked when necessary. Shower areas will require immediate attention to prevent any water from getting in behind the tile. Routine re-grouting or re-caulking of cracks is a maintenance responsibility of the homeowner for the life of the home. Please keep in mind that water softeners can alter the color of grout.

BUILDER'S RESPONSIBILITY: None.



CONDITION

Floor tile sound hollow.

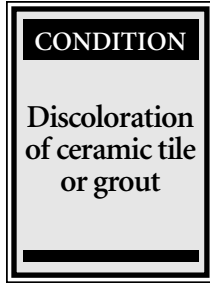
PERFORMANCE STANDARD

Floor tile is a cosmetic floor covering only. As long as the tile has not cracked, it is not covered by the warranty. Tile that is chipped, hollow or delaminated is not warranted.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None.

BUILDER'S RESPONSIBILITY: None.



CONDITION

Discoloration of ceramic tile or grout.

PERFORMANCE STANDARD

Due to hard water deposits, soap scum and body oil build ups, ceramic tile and grout will require routine cleaning.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Usually wiping tiled floors or walls with a damp sponge is all that is necessary to maintain their luster. Where moderate staining occurs, a mild solution of hot water and all purpose liquid cleaner or soapless detergent may be needed.

Keeping showers clean requires a slightly different technique. Weekly cleaning is recommended. Several all-purpose cleaners are excellent for removing routine build-ups from shower stalls. Hard water deposits can be removed with a mild solution of white vinegar and water. The best way to prevent build-up of these deposits or soap scum is to wipe down the walls after each use.

BUILDER'S RESPONSIBILITY: None

Countertops & Cabinets



CONDITION

Chips, cracks, or scratches in countertops or cabinets.

PERFORMANCE STANDARD

Cracks, chips or scratches, including porcelain and fiberglass fixtures, not reported to the builder before occupancy by the homeowner will not be covered under this warranty.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: To protect your countertops from damage, please remember the following:

- 1) Avoid putting hot pots, pans or irons on them.
- 2) Never cut directly on formica tops as knives will nick the surface.
- 3) Do not clean countertops with harsh abrasives.

BUILDER'S RESPONSIBILITY: The builder will repair only the chips, cracks or scratches that were noted on the walk-thru list.



CONDITION

Countertop joints de-laminate.

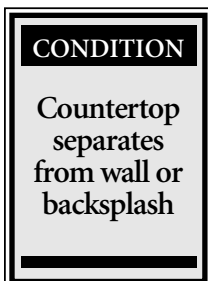
PERFORMANCE STANDARD

Countertops will not delaminate during the first year warranty period.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Countertops should be re-caulked when necessary. Routine re-caulking is a homeowner maintenance item.

BUILDER'S RESPONSIBILITY: The builder will repair the countertop, unless the seam has not been properly maintained by the homeowner.



CONDITION

Countertop separates from wall or backsplash.

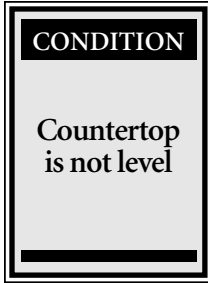
PERFORMANCE STANDARD

Cracking and separation of countertop joints is common and is a HOME OWNER'S responsibility.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Countertops should be re-caulked when necessary. Routine re-caulking is a homeowner maintenance item.

BUILDER'S RESPONSIBILITY: None.



CONDITION

Countertop is not level.

PERFORMANCE STANDARD

Countertops will be no more than 1/4" in 12 feet out.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will make the necessary adjustments by shimming and leveling the countertop to meet the acceptable standard.



CONDITION

Cabinet separates from wall or ceiling.

PERFORMANCE STANDARD

Some separation is normal and should be expected, separations in excess of 1/4" will be corrected.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will correct separations that exceed 1/4".



CONDITION

Cabinet door is out of alignment or needs adjustment.

PERFORMANCE STANDARD

Cabinet doors that are warped more than 1/4" measured from corner to corner diagonally will be replaced. Adjustments of cabinet doors are common and are a homeowner maintenance item.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: To adjust your cabinet doors please do the following:

- 1) Loosen the 2 hinge screws on the door. DO NOT REMOVE SCREWS.
- 2) Loosening the screws will provide about a 3/8" vertical and horizontal movement in the door.
- 3) With the screws loose, square the door and tighten the screws.

BUILDER'S RESPONSIBILITY: The builder will replace the door that is warped beyond the performance standard. The builder will match the grain and stain (or paint) as closely as possible, but color variations are to be expected and are not warranted by the Builder.



CONDITION

Cabinet or Lazy-Susan shelving is warped.

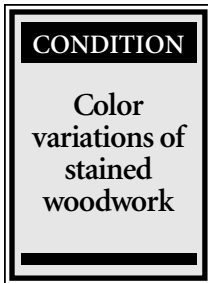
PERFORMANCE STANDARD

Cabinet shelving that is warped more than 1/4" measured from corner to corner diagonally, will be replaced.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Shelving was not designed to be overloaded with numerous canned goods or a large number of other heavy items. In addition, it is important that the items be balanced to provide for easier use. It is the home owner's responsibility to keep from overloading the shelves.

BUILDER'S RESPONSIBILITY: None.



CONDITION

Color variation and knotting found in the cabinet wood grain.

PERFORMANCE STANDARD

Color variations and different grain patterns are to be expected on all wood cabinets.

HOMEOWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: None

Painting & Staining



CONDITION

Peeling or fading of exterior paint.

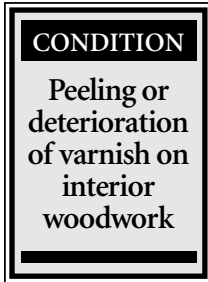
PERFORMANCE STANDARD

Exterior paint or stain should not peel during the first year warranty period. Fading of paint or stain is normal and is not covered under this warranty.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: To maintain the longevity of wood siding and trim, it may be necessary to repaint every 3-5 years.

BUILDER'S RESPONSIBILITY: During the first warranty period, the builder will prepare and touch-up the affected areas by matching the stain or paint as closely as possible. Due to the different dye lot colors in paint and stain, color variations should be expected and are not warranted by the Builder.



CONDITION

Peeling or deterioration of varnish on interior woodwork.

PERFORMANCE STANDARD

Finishes on interior woodwork will not deteriorate during the first year of the warranty period. Varnish that is damaged from the result of water will not be covered under this warranty.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Woodwork that becomes soiled and dirty can be cleaned with a mild liquid soap and damp cloth. Once clean, excess moisture should be removed with a dry cloth.

BUILDER'S RESPONSIBILITY: During the warranty period, the builder will prepare and refinish the affected area. Due to the different dye lot colors, color and finish variations should be expected and the builder will not be responsible for color or surface variations.



CONDITION

Interior paint does not "cover" the underlying surface.

PERFORMANCE STANDARD

The surface being painted will not show through the new paint when viewed from a distance of 6 feet under normal lighting conditions.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will touch up the paint as necessary to meet the performance standard. Due to the different dye lot colors in paint, color variations should be expected and are not warranted by the Builder.



CONDITION

Interior wall surfaces show paint flashing (roller marks/ texture differences) due to touch-ups and/or corrections.

PERFORMANCE STANDARD

All paint touch-ups and corrections will show paint flashing due to texture differences. Paint flashing will not be readily visible on walls when viewed directly at walls (not at angles) from a distance of 6 feet under normal lighting conditions.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will touch up the affected area to meet the performance standard.



CONDITION

Interior surfaces are paint spattered.

PERFORMANCE STANDARD

Paint spatters will not be readily visible on walls, woodwork, floors or other interior surfaces when viewed from a distance of 6 feet under normal lighting conditions.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Most paint spatter can be removed by wiping the affected areas with a damp cloth.

BUILDER'S RESPONSIBILITY: The builder will remove paint spatters to meet the performance standard.



CONDITION

Mildew or fungus on finished surfaces.

PERFORMANCE STANDARD

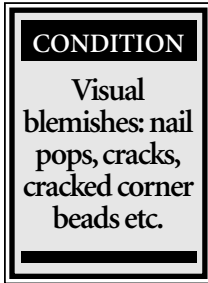
Mildew or fungus may form on finished surfaces due to climate conditions.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Mildew or fungus formation is a condition the builder cannot control and is considered a home owner's maintenance item.

BUILDER'S RESPONSIBILITY: None.

Drywall



CONDITION

Visual blemishes caused by normal shrinkage of the home.

PERFORMANCE STANDARD

Some blemishes which can be readily identified by a visual inspection without resorting to light placement, will be repaired by the builder one time only during the first year warranty period. Due to the shrinkage process of a new home, cracks in the drywall are normal and are a homeowner maintenance item.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: With the use of spackling compound and sandpaper, minor cracks and nail pops can be easily repaired. If crack is less than 1/8" in width it is the homeowner's responsibility.

BUILDER'S RESPONSIBILITY: Drywall cracks that exceed 1/8" in width will be repaired by the builder no more than one time during the first warranty period. To allow the home to stabilize itself, it is recommended that drywall repairs are corrected at the end of the warranty period, usually during the eleventh month of the warranty.

Please be aware that the builder will refinish only the repaired area. The builder will try to match the repair texture and color as closely as possible, but the exact match is impossible to achieve, and the builder will not be responsible for these variations.

An important detail to note regarding wall color changes and wallpapered areas: If the homeowner has painted or repainted the walls, the builder will only repair the area, not paint it. The builder will not perform drywall repairs on any wall that has been wallpapered, it has been deemed acceptable to cover by the homeowner.



CONDITION

Color variations of all marble products such as; vanity tops, marble hearth surround and marble window sills.

PERFORMANCE STANDARD

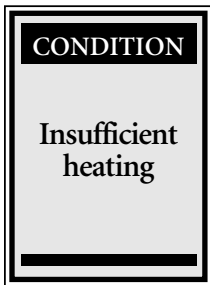
All marble products have variations in grain and color. The variations cannot be controlled and are not warranted.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: None

Heating & Cooling



CONDITION

Insufficient heating.

PERFORMANCE STANDARD

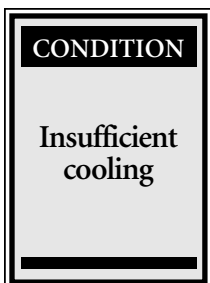
A temperature of 72 degrees Fahrenheit (measured 5 feet above the center of the floor) should be maintained by the heating system.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: It is the responsibility of the homeowner to balance the heating system by adjusting the dampers and registers as needed. Here are some helpful tips for your heating system:

- 1) Close vents/registers in rooms not in use; also close doors to these rooms.
- 2) Since hot air rises and cold air stays close to low points, in the cold months, you should close some 2nd floor registers, and make sure other registers are not blocked by furniture or other objects.
- 3) To eliminate hot and cold spots in your home, turn the fan switch on the thermostat to the ON position.

BUILDER'S RESPONSIBILITY: The builder will repair the system so that it will meet the performance standard.



CONDITION

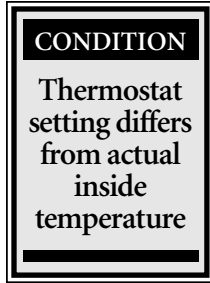
Insufficient cooling.

PERFORMANCE STANDARD

A temperature of 78 degrees Fahrenheit (measured 5 feet above the center of the floor) should be maintained by the cooling system, under local outdoor summer design conditions as specified in ASHRAE handbook.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: In the case of outside temperatures exceeding 95° F a differential of 15° from the outside temperature will be maintained. Federal, state and local energy codes shall supersede this standard when such codes have been locally adopted.



CONDITION

Thermostat setting differs from actual inside temperature.

PERFORMANCE STANDARD

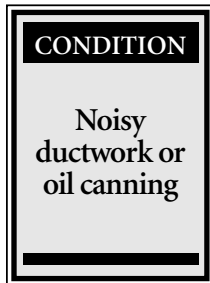
On extremely cold days, a 5 to 7 degree difference between the actual inside temperature (measured 5 feet above the center of the floor) and thermostat setting is acceptable and should be expected. All rooms will also vary in temperatures as much as 3 to 5 degrees.

This is also acceptable. During normal weather conditions, degree variations of 6 degrees or more will be corrected.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: It is the responsibility of the homeowner to balance the cooling/heating system by adjusting the dampers and registers as needed.

BUILDER'S RESPONSIBILITY: The builder will repair the system to meet the performance standard.



CONDITION

Noisy ductwork or oil canning.

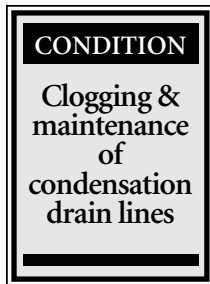
PERFORMANCE STANDARD

When metal is heated it will expand, and when it is cooled it will contract. As a result of this expansion and contraction, the ductwork will "crackle" or "tick". This noise is normal and should be expected. Very loud (booming) noises caused by oil canning (stiffening of the ductwork) will be corrected.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will correct the ductwork to eliminate this noise.



CONDITION

Clogging and maintenance of condensation drain lines.

PERFORMANCE STANDARD

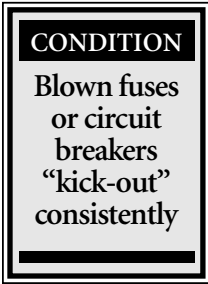
None.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Condensation drain lines will clog under normal use. Maintenance of condensation drain lines is a home owner's maintenance item. It is suggested that the homeowner replace their filters approximately every thirty (3) days.

BUILDER'S RESPONSIBILITY: None.

Electrical



CONDITION

Blown fuses or circuit breaks (not including ground fault interrupters) “kick out” consistently.

PERFORMANCE STANDARD

Fuses and circuit breaks should not be activated under normal usage.

RESPONSIBILITY

HOME OWNER’S RESPONSIBILITY: None

BUILDER’S RESPONSIBILITY: The builder will inspect and correct the circuit wiring which does not conform to the local electrical codes.



CONDITION

Ground fault interrupter (GFI) trips frequently.

PERFORMANCE STANDARD

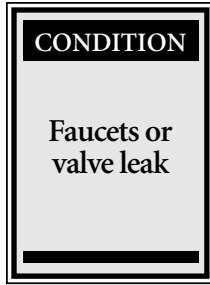
GFI’s are sensitive safety devices that are installed into the electrical system to provide protection against electrical shock. These devices are sensitive and can be tripped very easily. Humidity, electrical surges, faults in lines and water splashed into an outlet can cause a GFI to trip.

RESPONSIBILITY

HOME OWNER’S RESPONSIBILITY: If your GFI should trip, it is only necessary for you to push in the RESET button on the GFI outlet. GFI’s should be tested monthly. Refer to your care and use information for further details.

BUILDER’S RESPONSIBILITY: GFI’s are installed for your protection. GFI’s will frequently trip if water splashes in the protected receptacle. This is for your protection and is not a defect. The builder will repair GFI’s that are inoperable due to a construction defect.

Plumbing



CONDITION

Faucet or valve leak.

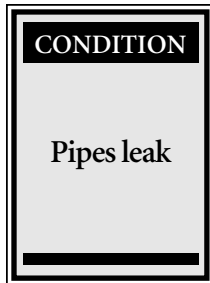
PERFORMANCE STANDARD

No valve or faucet should leak because of defects in the material or workmanship.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: If leakage is due to a defective washer in the faucet, washer replacement is a HOME OWNER'S responsibility.

BUILDER'S RESPONSIBILITY: The builder will repair or replace the leaking faucet or valve unless leakage is due to a defective washer which is a HOME OWNER'S responsibility.



CONDITION

Pipes leak.

PERFORMANCE STANDARD

No leaks of any kind should exist in any soil, waste, vent or water pipe.

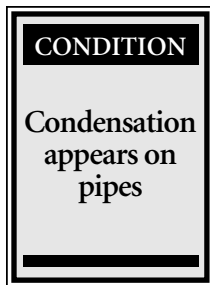
RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Most plumbing systems include a series of emergency shut-off valves throughout the home. Make sure your family knows where the location of the shut-off valves are for emergency purposes. You will most likely find shut-off valves for the kitchen under the sink. In the bathroom, valves are usually provided for the sink, toilet and bathtub. You can usually find the sink shut-off valves below the fixtures. The toilet has a single cold water valve normally installed below the water tank. Tub valves are accessed through the access panel in back of the faucet controls.

Also note the location of your main shut-off since this will stop all water throughout the house in seconds.

In the event of any leaking pipe, make sure to turn the water off by the use of the shut-off valve. This will prevent any further damage from occurring.

BUILDER'S RESPONSIBILITY: The builder will make necessary repairs to eliminate leakage.



CONDITION

Condensation appears on pipes.

PERFORMANCE STANDARD

Condensation on pipes may result because of certain combinations of temperature and indoor humidity.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: None



CONDITION

Plumbing fixtures, appliances or trim fittings leak or malfunction.

PERFORMANCE STANDARD

Fixtures, appliances or fittings will comply with the manufacturer's standard.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will replace any fixture or fitting that is outside "Performance Standards," as defined by the manufacturer.



CONDITION

Cracks or chips in porcelain or fiberglass surfaces.

PERFORMANCE STANDARD

Chips or cracks can occur if the surface of the fixture is hit with a sharp or heavy object. Cracks, chips, or scratches not reported to the builder before closing by the homeowner will not be covered under this warranty.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: The homeowner is responsible for cracked, scratched or chipped fixtures that were not noted on the original walk-through form.

BUILDER'S RESPONSIBILITY: The builder will repair only the chips, cracks, or scratches that were noted on the original (acceptance of walk-through list only.)



CONDITION

Clogged sewers, fixtures or drains.

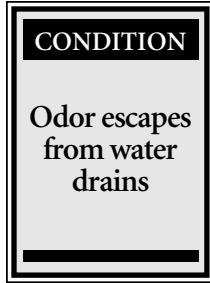
PERFORMANCE STANDARD

Sewers, fixtures and drains should operate properly to accomplish their intended function.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Because sewers, fixtures and drains can easily be clogged through the HOME OWNER'S negligence, the homeowner will make the necessary repairs. If the problem can be attributed to the builder's negligence, the builder will reimburse the homeowner for the cost of the repair.

BUILDER'S RESPONSIBILITY: The builder will reimburse the homeowner for the cost of the repair, if the problem can be attributed to the builder's negligence.



CONDITION

Odors escaping from water drain.

PERFORMANCE STANDARD

None. Since some drains are used very seldom, the traps may dry out and permit odors to escape from the sewer.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: To eliminate drain odors, one quart of water should be poured down the drain monthly. This may also include any floor drains.

BUILDER'S RESPONSIBILITY: None



CONDITION

Fixtures do not hold water.

PERFORMANCE STANDARD

Stoppers on fixtures should retain water for a sufficient length of time to accomplish its intended use.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will correct the fixture to meet the performance standard.



CONDITION

Toilet seat cracked, broken or discolored.

PERFORMANCE STANDARD

Toilet seat should accomplish its intended use.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: The cracking or separation of the toilet seat is the homeowner's responsibility.

BUILDER'S RESPONSIBILITY: None.



CONDITION

Toilet does not flush completely.

PERFORMANCE STANDARD

Toilet fixture should accomplish its intended use.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Due to the state mandated 1.5 to 1.6 gallon capacity for flushing volumes, the toilet handle will need to be depressed for a longer period of time to allow more water to flush through the system, to prevent clogging in the drain.

BUILDER'S RESPONSIBILITY: If the problem still continues after trying the above steps, the builder will correct the fixture to meet the performance standard.



CONDITION

Toilet continually runs.

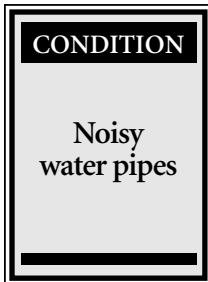
PERFORMANCE STANDARD

Toilet fixture should accomplish its intended use.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: To stop the toilet from continually running, try jiggling the toilet handle. If that does not work, then remove the tank cover to check the toilet chain. Make sure that the chain is not caught on anything. Also check the drain valve cover of the toilet to make sure it is securely seated over the drain hole of the tank. Note: Because of FL's hard water the flapper may have to be changed within the first year.

BUILDER'S RESPONSIBILITY: None.



CONDITION

Noisy water pipes.

PERFORMANCE STANDARD

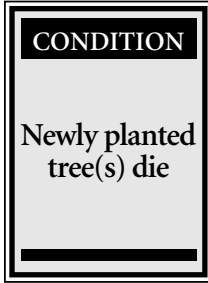
Expansion and contraction of water pipes caused by water flow will cause some noise and should be expected. However, water hammering noises in pipes will be corrected.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: None

BUILDER'S RESPONSIBILITY: The builder will remove noises not due to the flow of water, expansion and/or contraction.

Landscaping



CONDITION

Newly planted tree(s) die.

PERFORMANCE STANDARD

Trees will remain alive one year from the date of installation, provided they are properly watered and fertilized to promote root growth.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: It is a home owner's/ home owner's association's responsibility for the upkeep of trees. The builder is not responsible for removal of existing trees that have died as a result of construction work and/or disease.

BUILDER'S RESPONSIBILITY: None.



CONDITION

Pre-existing trees.

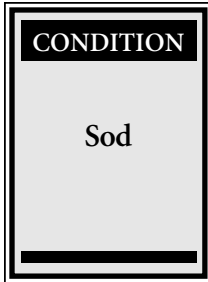
PERFORMANCE STANDARD

Builder is not responsible for removal of trees, shrubs, or similar vegetation, etc., that do not interfere with construction or die as a result of construction work and/or disease. If buyer requests that the builder protect any trees near the foundation or yard area, the costs of any protection measures, including any general increase in the construction costs, shall be borne by the buyer. In the event protective measures are requested and taken, the builder does not and will not warrant that any trees will survive the construction and builder shall not be liable for the loss of any trees.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Remove pre-existing trees.

BUILDER'S RESPONSIBILITY: Not responsible for pre-existing trees.



CONDITION

Sod.

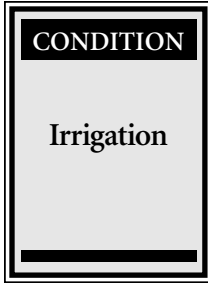
PERFORMANCE STANDARD

Sod is alive when planted, but needs root growth, fertilizer and plenty of water.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Maintain sod for healthy lawn.

BUILDER'S RESPONSIBILITY: If sod is not prosperous at time of closing, the builder will replace it before closing.



CONDITION

Irrigation.

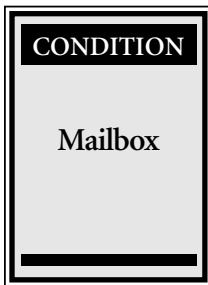
PERFORMANCE STANDARD

You are instructed at the time of the closing to contact the irrigation company for a complete instructional walk through.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Responsible adjusting and maintaining irrigation.

BUILDER'S RESPONSIBILITY: None



CONDITION

Mailbox.

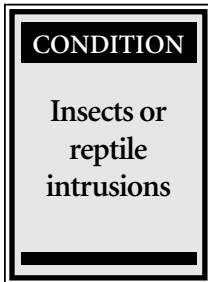
PERFORMANCE STANDARD

Rottlund Homes is not responsible for any and all damage during construction within the community.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: If damage occurs please contact the subcontractor directly.

BUILDER'S RESPONSIBILITY: None



CONDITION

Insects or reptile intrusion in the home or around perimeter of the home.

PERFORMANCE STANDARD

Rottlund Homes is not responsible for any and all insects or reptile intrusions.

RESPONSIBILITY

HOME OWNER'S RESPONSIBILITY: Contact a pest management company.

BUILDER'S RESPONSIBILITY: None

Lawn & Landscape Care Tips

Lawns & Landscape

Our sod provider makes the following recommendations for maintaining your new landscape. Regular maintenance of your landscape should begin immediately and routinely after its installation. This not only makes for a more attractive landscape but also is one of the best ways to combat insects and diseases. Your lawn and landscaping are not covered by the Rottlund Homes Service and Warranty Program.

Lawns

1. **Maintenance:** Lawns should be cut at least once a week during the growing season (Spring/Summer) and as the rate of growth decreases in the winter months, lawns should be cut at least once every 10 days. In cutting your lawn, mower blades need sharpening about every fifth or sixth mowing for a clean, neat cut. This helps reduce fungus damage to your lawn. To avoid “scalping” your lawn, mower blades may have to be raised during the summer months. Edging at least every other week is advised. Irrigation should be set at 60 minutes per zone per day, until the sod has rooted (approximately 90 days)...then reset irrigation to 30 minutes per zone per day.
2. **Fertilization:** Fertilization is necessary more often in Florida’s sandy soils because heavy rains and the constant use of irrigation rapidly leach nutrients from the soil. A 16-4-8 fertilizer is recommended and should be applied 3-5 weeks after installation and then three times per year. (about Feb. 15, June 15 and Sept. 15). The amount of fertilizer for your lawn is based on the square footage of the area to be fertilized. One 50 lb. bag of 16-4-8 should cover about 3,000 square feet of sod. Remember that fertilizer is a “food” not a “medicine” and should be applied accordingly.
3. **Floritam (St. Augustine):** Probably the most common insect problems are Chinch bugs and sod Webworms. Chinch bugs are very small insects (1/6" at adult stage). Young Chinch bugs are orange-red, and later change to a brownish-black with white markings on their wings at the adult stage. Symptoms of Chinch bugs generally occur from mid-April until September. Irregular browning spots in the lawn characterizes damage. Control of Chinch bugs is done by the application of liquid or granular insecticide three times a year (April, June, and September). Sod Webworms and Armyworms are chewing insects that are most prevalent during the raining seasons. Damaged areas are brown and appear to have been mowed too closely. During the morning hours when the dew is heavy, small webbing can be seen in the damaged areas. For control of sod Webworms, spraying liquid insecticide is recommended. In cases of severe infestation it may be necessary to treat at 10 day intervals.
4. **Bahia Sod:** The worst problem with Bahia lawns is Mole Crickets. Damage shows up between April and October. Grass will be turning brown and the soil will have a soft and spongy feel due to tunneling and devastation to the lawn’s root system. When damage signs first appear, treat immediately with a spray or bait insecticide. Lawns should be thoroughly watered before insecticide is applied. For best results, apply just before dark. The control of Mole Crickets is very difficult and we strongly recommend that home owners contract with a commercial spray service to combat this problem.
5. **Fungus:** Fungus problems occur mostly in warm wet weather. To avoid fungus problems, especially during the rainy season, it may be necessary to reduce the frequency and amount of time that you water your lawn. This will allow your lawn to dry out during the night and help prevent the fungus from growing.

Additional Fertilizing Program

For plants that have been recently transplanted or are slow growing, you may want to increase the growing rate by additional fertilization with liquid fertilizer. Liquid fertilizer may be applied monthly. Peters 20-20-20 is a good brand that gives excellent results.

Shrubs and Small Trees (Under 2" Trunk Diameter)

Regular maintenance of your landscape involves fertilizing, weeding and trimming on a regular basis;

1. Fertilization: Landscape shrubs and trees require fertilization about three times per year (Feb. 15, June 15 and Sept. 15) about the same time that you fertilize your lawn. A good fertilizer to use is 6-6-6 with slow release nitrogen and trace elements. This should be applied at a rate of one handful per foot or height or spread. It should be broadcast at the drip line, not at the base of the plant.
2. Azaleas: Prune your Azaleas after blooming stops. This is generally done between March and August 15. Fertilize after they bloom and then two times after that until the middle of August. Fertilize with an Azalea fertilizer, using one handful per foot of plant height and apply no closer than eight inches from the base of the plant to beyond the drip line.

Large Trees (Over 2" Trunk Diameter)

Fertilizing large trees is often overlooked by the home owner, but is equally important as all other plants in your landscape. To fertilize large trees, make holes three feet from the trunk at 24" intervals and 18" deep. Fill the holes up to within 3" of the soil surface using 8-8-8 type fertilizer. This can be done three times per year (April, June and Sept.). During drought conditions additional watering may be required.

1. Citrus: Citrus trees should be fertilized around Feb. 15, June 15 and October 15 with a 4-6-8 fertilizer. Apply at the rate of 1 lb. fertilizer per foot of spread, placed at no closer than 1 foot from the base of the tree and out to the drip line.
2. Palms: The most common problems with Palm Trees are Manganese and Magnesium deficiencies. Symptoms of these deficiencies are yellowing of the fronds and/or deformities in the fronds.
 - a) To Control Nutrient Deficiencies: Fertilize three times per year (Feb. 15, June 15 and Sept. 15). Use a Palm fertilizer containing a high percentage of Manganese and Magnesium.
 - b) Insect Problems: Problems associated with Palms are most often Scale and Mealy bugs. Both can be controlled with applications of Demeth-oate. Follow the label directions for the time and amount to spray.

Irrigation

Lawns should be watered early in the morning between 4:00 am and 7:00 am. Never water during the middle of the day. During periods of heavy rains, sprinkler timers should be turned off to avoid over-watering which leads to fungus problems. In winter months, watering can be done about every three days. When freezes are predicted, you should water the day before the frost. If you forget to turn off your system during a freeze and your plants get iced down, turn off the zones for the grass. The sprinklers covering the plants should be allowed to run continuously until the ice has melted.

Additional Watering

Due to increased water restrictions hand watering of trees and some shrubs is necessary. It is the homeowner's responsibility to know what days of the week and the times of those days you may water. Some areas have exemptions from the water restrictions for new sod and/or landscaping for 30 days after installation. As a builder we can not control what happens to your plants after the closing of your home. Therefore it is necessary for you to monitor the water needs of your property. Any plant loss or damage due to improper water management will not be guaranteed by the builder or the landscape contractor.



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