

---

# HOME CARE & WARRANTY GUIDE

Professional Warranty Corporation  
Minnesota – January 2007





A DIVISION OF THE ROTTLUND COMPANY, INC. MN BLDR. LIC. # 1335

Dear David Bernard Home Purchaser:

Congratulations and thank you for purchasing a David Bernard home. We pride ourselves in our commitment to provide quality that is supported by a complete Service and Warranty program. Customer care at David Bernard 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 David Bernard in the areas of service and warranty in the future.

Since our homes are individually constructed, and no two homes are exactly alike, David Bernard has established performance standards that each house 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 David Bernard will do for you. We hope you enjoy your new home and thank you again for purchasing a David Bernard home.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Michael Noonan'. The signature is fluid and cursive, with a large initial 'J'.

J. Michael Noonan  
President

# TABLE OF CONTENTS

How To Obtain Service Warranty .....	Page 1
Emergency Services .....	Page 2
Drywall Repairs .....	Page 3
Service Warranty Processing Procedures.....	Page 4
Service Warranty Coverage.....	Page 4
Winter Construction.....	Page 5
David Bernard Builders & Developers First Year Home Care Warranty .....	Page 7
Home Builders Limited Warranty (PWC Form No. 117)	

# 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. “Home Owner Request for Service” forms are provided for your convenience at the time of your customer orientation. These forms can be found at the back of this section.

When submitting items, please follow the steps below:

1. Please refer to DAVID BERNARD BUILDERS & DEVELOPERS FIRST YEAR HOME CARE 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 of the Warranty Period?
  - c) Who is responsible for this item and what is the acceptable correction?
2. Please fill out the “Home Owner Request for Service” form.  
(Please review the sample of this form at the back of this section.)
3. All requests for service need to be submitted in writing via mail or fax:  

David Bernard Builders & Developers  
3065 Centre Pointe Drive  
Roseville, MN 55113  
ATTN: Service & Warranty Dept.

Fax: 651-638-0501
4. Please provide access to your home during normal working hours 8:00 a.m. to 5:00 p.m. Monday through Friday.
5. Any kitchen appliance requests should be handled directly with the manufacturers. Their service phone numbers are listed in the use and care materials for the individual appliances and on the “Emergency Service Label” that is provided to you during your customer orientation.

**Please be aware that all service warranty 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, whichever occurs first.

# EMERGENCY SERVICE

Emergency service includes any of the following situations:

- Total loss of heat
- Total loss of electricity
- Plumbing leak that requires the entire water supply to be shut off
- Sump pump failure
- Total loss of hot water
- Total sewage stoppage
- Roof and window leaks
- Any situation that endangers the occupants of the home

Please call the necessary subcontractor directly. Their numbers are located in the following areas:

<u>EMERGENCY NUMBER</u>	<u>LOCATION</u>
Plumbing	On water heater
Heating & Air Conditioning	On furnace
Electric	On circuit breaker box

Their phone numbers are also listed on the “Emergency Service Label” that is provided to you during your customer orientation.

Please contact the Service Warranty Department if any cosmetic or structural damage has also occurred as a result of this emergency during normal business hours of 8:00 am to 5:00 pm.

If you are unable to reach the subcontractor, please call David Bernard Emergency Service at 651-638-0500 for assistance. Please reserve this service for legitimate **warranted emergencies only**.

# DRYWALL REPAIRS

Drywall repairs will be completed in your home, ONE TIME only. 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 refinish or repaint the repaired area only. When you are ready to have your drywall repaired, please follow the steps below.

- Please reference the David Bernard Builder & Developers First Year Home Care Warranty performance standard regarding any drywall items in question.
- Please make a separate drywall list using the attached form found at the back of this section.
- Please be specific in your description of the area to be corrected. A copy of your request will be issued to the subcontractor. The subcontractor will correct ONLY those items listed on the request form.
- If you have changed the wall paint color, we will only do the repair, not the painting.
- **An item to note regarding wallpaper areas:** If requested, sheetrock repairs will be completed in wallpapered areas. The warranty does not cover repair or replacement of the wallpaper. You may want to consider waiting until after the first year to wallpaper your home.
- Please provide access to your home during normal working hours, 8:00 am to 5:00 pm Monday through Friday.
- Please submit your drywall list in writing via mail or fax:

David Bernard Builders & Developers  
3065 Centre Pointe Drive  
Roseville, MN 55113  
ATTN: Service & Warranty Dept.

## SERVICE WARRANTY PROCESSING PROCEDURES

Upon receipt of any “Home Owner Request for Service” form or letter, if needed, the Service Warranty Department will contact you for an inspection appointment.

- Appointments are available Monday through Friday, 8:00 am to 5:00 pm.
- The items listed in your written request will be inspected to determine appropriate action.
- A written service work order will be issued, with a confirmation letter sent to you, 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 calling the vendor to set your appointment. Appointments for repair work are available Monday through Friday, 8:00 am to 5:00 pm.
- Completion of service warranty items can be expected within **fifteen (15) working days** of the service work order issue date unless you are otherwise notified.
- In case of inspection and/or material orders, completion of work could exceed the 15 days.
- The Builder will repair before replacing. Also, repairs and/or replacements are limited to the affected areas only.

## SERVICE WARRANTY COVERAGE

All service warranty requests will be based upon our First Year Home Care 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.

## PROTECTION PROVIDED

The State of Minnesota requires that builders provide certain warranties with new home construction.

### ■ YEAR ONE COVERAGE

The home is warranted to be free from defects in workmanship for the first year after the house is completed. David Bernard’s “Home Care & Warranty Guide” refers to David Bernard’s standards for defective workmanship for the first year.

### ■ YEARS ONE AND TWO COVERAGE

The home is warranted to be free from defects involving portions of the cooling, heating, ventilation, electrical, and plumbing systems for 2 years after the house is completed.

### ■ YEARS THREE THROUGH TEN COVERAGE

The home is warranted to be free from major construction defects involving load-bearing structures in the home for a period of 10 years from the date the house is completed. Your home has a warranty which is held by Professional Warranty Corporation (“PWC”). Please refer to your PWC booklet which provides you some information on what load-bearing

components are covered and the procedure to file a warranty claim with PWC.

## **HOME OWNER'S ASSOCIATION**

Maintenance of the landscaping and other exterior items in a condominium or townhouse community become the responsibility of the Home Owner's Association after the one year warranty period. During the one year warranty period, warranties for the exterior are provided by the Builder.

## **WINTER CONSTRUCTION**

### **■ TEMPORARY PROPANE**

If your home is being completed during the winter months, it may be necessary to install propane temporarily until the natural gas line to your house can be installed. Please be aware that on or near your day of closing, we will take a reading of the propane gas meter. We will notify the gas company of the amount of propane left in the tank and also give them your name and address.

Shortly after you move into your home, you will receive a lease agreement for the temporary tank from the propane gas company. The lease may show charges for the tank, however, you may disregard these charges because they have been prepaid by David Bernard. The lease must be transferred into your name for insurance purposes. Therefore, for your own protection, please promptly return the lease agreement to the propane gas company. We appreciate your cooperation in this matter.

As soon as weather and soil conditions permit in the Spring, we will trench in the natural gas line to your home.

### **■ ESCROW ITEMS**

During the winter months, we may not be able to complete some of the exterior items on your home. These items may include your driveway, final grading, concrete work, garage floors, stoops, sidewalks, etc. At the time of your closing, money for these items (1 1/2 times the value) will be put into an escrow account. This work will be completed when weather and soil conditions permit. Due to road and/or weight restrictions imposed by the state, county or city in the spring, this work typically cannot start until after May 15th.

Our Project Superintendents and subcontractors will be responsible for determining when the work can be completed. Please be aware that during this transition from Winter to Spring, there may be a period of time where your temporary driveway may become impassable due to the soil conditions. We ask you to please be patient and you will need to park in the street until your driveway dries out.

Our process of completing concrete and asphalt work is accomplished by starting in one area of a subdivision and moving sequentially through the area. By following this street order process, we can complete the work on more homes in a shorter amount of time. We ask you to please be patient with this process. If you do have any questions regarding the completion of escrow items, you may contact our Project Superintendent in their site trailer.





# FIRST YEAR HOME CARE WARRANTY Y MANUAL

In addition to our HOME BUILDER'S LIMITED WARRANTY (PWC Form No. 117), David Bernard Builders and Developers provides each home owner 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



# HOW TO USE THIS MANUAL

This manual has been divided into twenty-four 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 “Home Owner’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.**

Appliances .....	13
Asphalt Driveway .....	68
Ceramic .....	51-52
Countertop & Cabinet .....	53-55
Crawl Space .....	69
Drywall .....	58
Electrical .....	62
Exclusions .....	11-12
Exterior .....	23
Exterior Siding & Caulking .....	29-30
Fireplace .....	31-32
Floor Covering .....	44-50
Foundation Waterproofing .....	20-21
Framing .....	22
Heating and Cooling .....	59-61
Interior Trim & Caulking .....	42-43
Insulation .....	24
Landscape Planting & Sod .....	70
Lot Grading and Drainage .....	14
Masonry and Concrete .....	15-19
Painting and Staining .....	56-57
Plumbing .....	63-67
Roofing .....	25-28
Windows and Doors .....	33-41



# 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: gale force winds, hurricanes, tropical storms, 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 or drainage swales;
  - s) Changes, additions or alterations made to the **HOME** by anyone other than **US** or **OUR** agents, or subcontractors;
  - 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 resulting from excessive candle burning of certain types of scented canister candles that emit black smoke;
  - y) Damage resulting from Carbon Monoxide due to warming vehicles in the garage instead of backing out. The mechanical system will draw Carbon Monoxide into living spaces from garage.
  - z) 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 uninhabitability 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**.

**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, 1a - 1q., 2 or 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.

# APPLIANCES

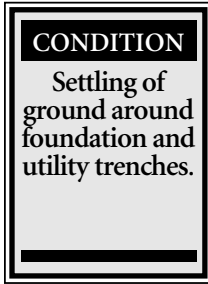
All appliances are covered by the manufacturer if purchased through the Builder.

## RESPONSIBILITY

**HOME OWNER'S RESPONSIBILITY:** To fill out the warranty cards that are supplied and send to the manufacturer for registration of the warranty.

# LOT DRAINAGE GRADING

&



## CONDITION

Settling of ground around foundation and utility trenches.

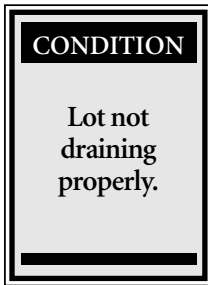
## PERFORMANCE STANDARD

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, 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/home owner's association 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 in the first year.



## CONDITION

Lot not draining properly.

## PERFORMANCE STANDARD

After a normal rainfall, water should not stand in the yard for more than 24 [REDACTED] or 48 hours in swales.

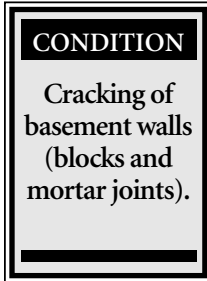
No decisions will be made regarding drainage problems while frost, snow or saturation exist on the ground.

## 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. Areas that were not sodded by the Builder will also need to be maintained by the home owner. Please be aware that unsodded areas should be seeded or sodded as soon as possible to prevent any erosion that may disrupt the proper drainage. The Builder will not be responsible for any minor drainage problems in areas that were not sodded by the Builder. If regrading is required, please contact Gopher State at 651-454-0002 to locate your utility lines.

**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.

# MASONRY & CONCRETE



## CONDITION

Cracking of basement walls (blocks and mortar joints).

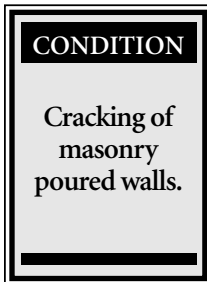
## PERFORMANCE STANDARD

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

## RESPONSIBILITY

**HOME OWNER'S RESPONSIBILITY:** None

**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 are to be expected and not warranted by the Builder.



## CONDITION

Cracking of masonry poured walls.

## PERFORMANCE STANDARD

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

## RESPONSIBILITY

**HOME OWNER'S RESPONSIBILITY:** None

**BUILDER'S RESPONSIBILITY:** The Builder will repair the cracks by surface patching or epoxy injection. The color of the filler will be matched as closely as possible, but color variations are to be expected and not warranted by the Builder.



## CONDITION

Cracking of concrete floors.

## PERFORMANCE STANDARD

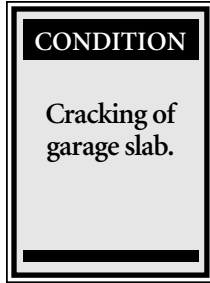
Shrinkage cracks are a direct result of the shrinkage of material during the hardening process of poured concrete.

**NOTE:** 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 for the length of the crack 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 are to be expected and not warranted by the Builder.



**CONDITION**

Cracking of garage slab.

**PERFORMANCE STANDARD**

Due to weather variations, shrinkage or settlement, more movement and cracking are to be expected in garage slabs. Some concrete floors may have a joint control material called zip strip. This device allows the concrete to crack along a guided line during extreme climate changes. These control joint cracks are not always visible at the time of closing but can appear later as concrete cures. Any cracks exceeding 1/4" in width or 1/4" in vertical displacement for the length of the crack will be repaired. Hairline cracks/chips can occur from the control joint also. These cracks/chips are not warranted by the Builder.

**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 are to be expected and not warranted by the Builder.



**CONDITION**

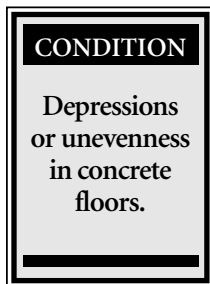
Heaving exterior concrete slabs - vertical or horizontal movement of concrete slabs at joints.

**PERFORMANCE STANDARD**

Concrete slabs are designed to move at expansion joints.

**RESPONSIBILITY**

(See settling of patios, sidewalks and driveways for further information on PAGE 18.)



**CONDITION**

Depressions or unevenness in concrete floors – slab on grade, basement and garage

**PERFORMANCE STANDARD**

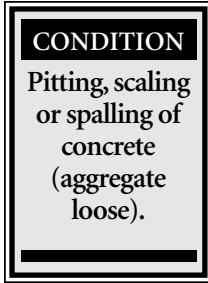
Depression or unevenness exceeding 1/4" in a 32" measurement will be corrected.

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** None

**NOTE:** The garage floor is sloped from the interior wall to the garage door.

**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 not warranted by the Builder.



**CONDITION**

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

**PERFORMANCE STANDARD**

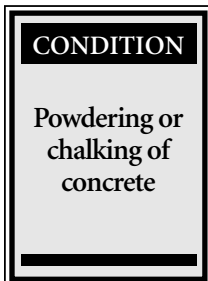
Concrete is affected by certain elements and chemicals. Repeated thawing and freezing, the usage of salt and chemicals can damage concrete.

**NOTE:** The Builder will correct only large areas where the aggregate has become loose and has not been caused by the concentration of water, freezing and thawing, or the use of chemicals and salt.

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** The home owner/home owner's association will protect the surface of the concrete by keeping it free and clear of ice and snow and will not use salt based products on the concrete.

**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 are to be expected and not warranted by the Builder.



**CONDITION**

Powdering or chalking of concrete.

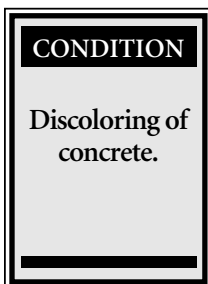
**PERFORMANCE STANDARD**

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 are to be expected and not warranted by the Builder.



**CONDITION**

Discoloring of concrete.

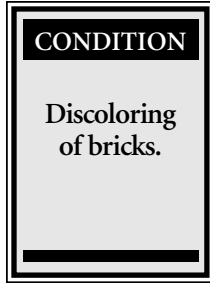
**PERFORMANCE STANDARD**

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.

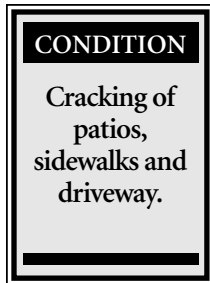
**PERFORMANCE STANDARD**

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, sidewalks, and driveways.

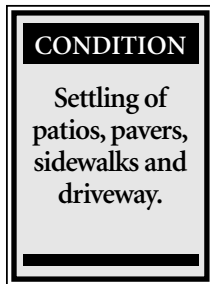
**PERFORMANCE STANDARD**

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 is not warranted by the Builder.



**CONDITION**

Settling of patios, paver, sidewalks and driveways.

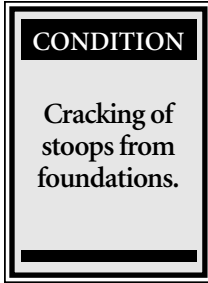
**PERFORMANCE STANDARD**

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 not warranted by the Builder.



**CONDITION**

Cracking of stoops from foundations.

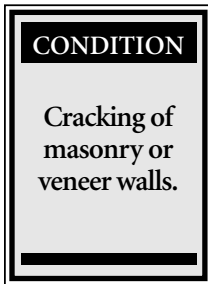
**PERFORMANCE STANDARD**

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 corrective action required to meet the performance standard. Color variations of concrete can be expected and not warranted by the Builder.



**CONDITION**

Cracking of masonry or veneer walls.

**PERFORMANCE STANDARD**

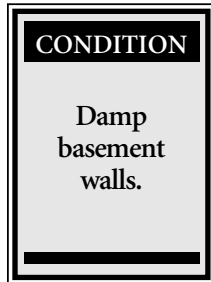
Cracks greater than 1/4" in width will be repaired.

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** None

**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 are to be expected and not warranted by the Builder.

# F O U N D A T I O N WATERPROOFING



## CONDITION

Damp basement walls.

## PERFORMANCE STANDARD

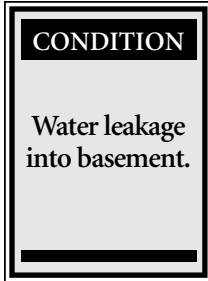
Damp foundation walls are common and are a natural occurrence of condensation during the summer months. Damp walls should not be confused with a “WET BASEMENT,” defined as actual water running through or under the basement wall and onto the floor and puddling.

## RESPONSIBILITY

**HOME OWNER’S RESPONSIBILITY:** Normally, damp basement walls can be dried out by doing the following:

- Ventilate or “air out” the basement by opening the windows and turning on a fan to circulate the air.
- Run furnace fan.
- Use a dehumidifier.
- If the plastic covering for the wall insulation is tightly secured, loosen the plastic at the top and bottom to allow air to circulate behind it.

**BUILDER’S RESPONSIBILITY:** None. Dampness on the basement walls is normal and is not a warranted item.



**CONDITION**

Water leaking into basement (or wet basement).

**PERFORMANCE STANDARD**

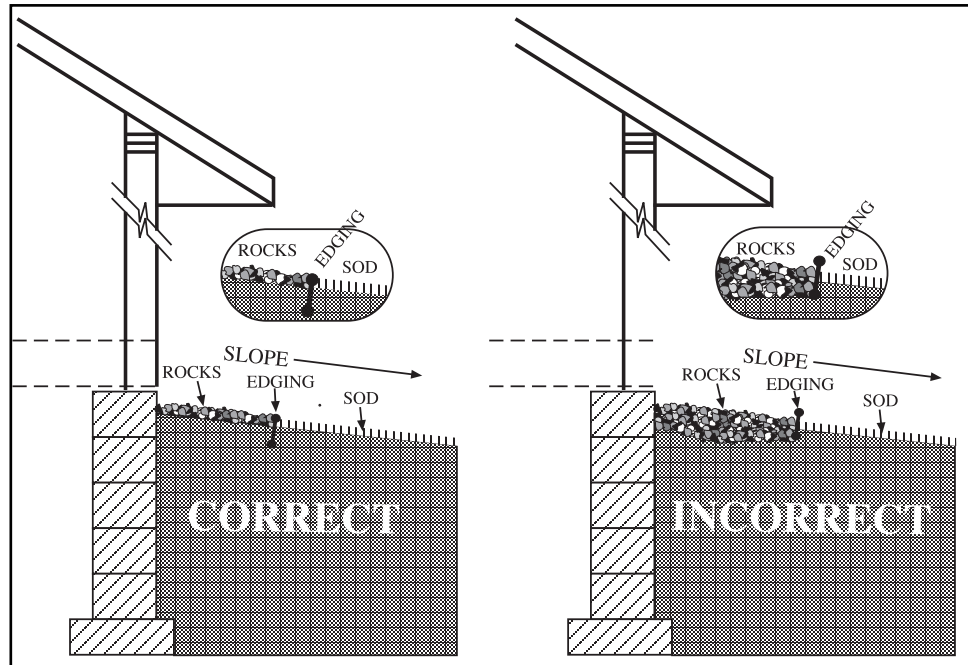
Actual leakage or flow of water that accumulates into the basement will be corrected.

**RESPONSIBILITY**

**HOME OWNER’S RESPONSIBILITY:** To insure that water drains away from the home, the following precautions should be taken by the home owner/home owner’s association:

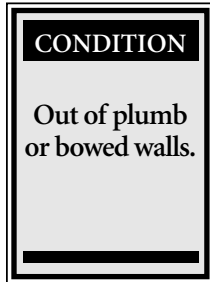
- Maintain the grading so it slopes away from the foundation.
- Keep window wells free of debris and vegetation. Install window well covers.
- If landscaping rock, wood chips, etc. is used around the foundation of the home, it is essential to install this material correctly so water pockets do not develop and water does not become trapped and leak into the basement. (See diagram below for proper installation.) It is also recommended to use a poly/plastic sheeting under rocks or mulch beds that surround foundations.
- Consider installing gutters and down spouts with downspouts extending to edging.

**BUILDER’S RESPONSIBILITY:** Actual leakage of water into the basement will be corrected. The Builder will not be responsible if the cause is due to improper landscaping, maintenance or negligence by the home owner/home owner’s association.



**LANDSCAPING TIP:** Most basement water problems are caused by incorrect and/or excessive installation of decorative rock.

# FRAMING



## CONDITION

Out of plumb or bowed walls.

## PERFORMANCE STANDARD

Walls bowing more than 1/4" within a 32" 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 are to be expected and the Builder will not be responsible for these variations.



## CONDITION

Squeaking of floor and loose sub-floor.

## 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.

## RESPONSIBILITY

**HOME OWNER'S RESPONSIBILITY:** Maintaining the humidity level will help reduce the number of floor squeaks. Please refer to Page 40 for recommended levels in your home.

**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 due to moisture content in wood and other building materials, 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:

- Face nailing
- Screwing the floor from below
- Pulling up the floor covering and screwing the floor from above
- Shimming between the floor joist and the floor in the basement at the point of the squeak

# EXTERIOR



## CONDITION

Exterior repairs needed.

## RESPONSIBILITY

**HOME OWNER'S RESPONSIBILITY:** Please contact your Association's Management Company to report any exterior damage, or repairs that are needed after the one year warranty has expired.

**BUILDER'S RESPONSIBILITY:** None

# INSULATION



## CONDITION

Drafts at baseboard.

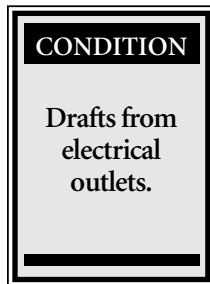
## PERFORMANCE STANDARD

The Builder will inspect the draft to determine if inadequate insulation was supplied. Please note that the juncture of the floor and the wall system is conducive to openings so a certain amount of air movement is permissible.

## RESPONSIBILITY

**HOME OWNER'S RESPONSIBILITY:** None

**BUILDER'S RESPONSIBILITY:** The Builder will inspect the affected areas and correct if necessary.



## 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 home owner can purchase outlet insulators at any hardware store.

**BUILDER'S RESPONSIBILITY:** None

## CONDITION

Pipes freezing. (See Plumbing)

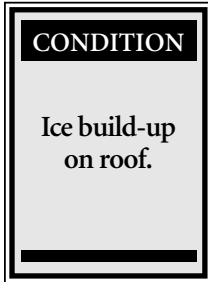
## CONDITION

Moisture condensation or frosting on windows. (See Windows & Doors)

## CONDITION

Drafts around windows and doors. (See Windows & Doors)

# ROOFING



## CONDITION

Ice build-up on roof.

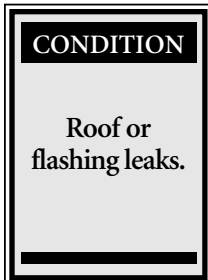
## PERFORMANCE STANDARD

During alternate freezing and thawing conditions, ice build-up is likely to occur at the eaves of the roof. This condition occurs when snow and ice accumulates and gutters and down spouts freeze up. This type of leakage is not covered by the Builder and is a home owner/home owner's association responsibility.

## RESPONSIBILITY

**HOME OWNER'S RESPONSIBILITY:** The home owner/home owner's association can prevent this problem by removing leaf build-up in gutters and removing excess snow and ice.

**BUILDER'S RESPONSIBILITY:** None



## CONDITION

Roof or flashing leaks.

## PERFORMANCE STANDARD

Roof and flashing leaks not caused by snow or ice build-up or HOME OWNER'S actions or negligence will be repaired.

## RESPONSIBILITY

**HOME OWNER'S RESPONSIBILITY:** The home owner/home owner's association should remove leaf build-up in gutters and remove excess snow and ice.

**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 vents or louvers due to snow or driven rain.

**PERFORMANCE STANDARD**

Vents or louvers must be provided for proper ventilation. Even if vents are installed according to building codes, driving snow or 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**

Wind damage to roof shingles.

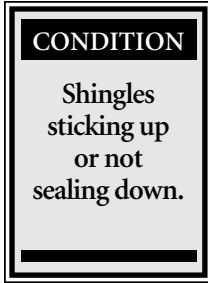
**PERFORMANCE STANDARD**

Shingles should not blow off during the first year warranty period under normal weather conditions.

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** If shingles 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 shingles. If shingle replacement is required, please note that because the process of coating shingles with colored granules is 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 sticking up or not sealing down.

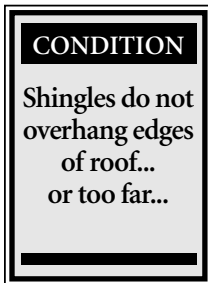
**PERFORMANCE STANDARD**

Shingles should be sealed by the end of the first year 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 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.

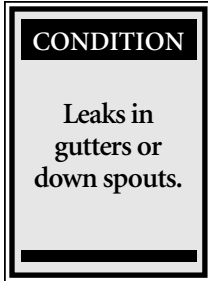
**PERFORMANCE STANDARD**

**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.**

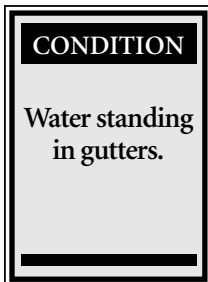
**PERFORMANCE STANDARD**

Gutters and down spouts should not leak, however during heavy rains, overflow should be expected.

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** It is a home owner/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 be repaired by the Builder.



**CONDITION**

**Water standing in gutters.**

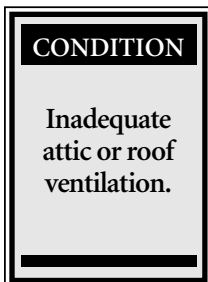
**PERFORMANCE STANDARD**

If the gutter is free from debris, the water level should not exceed 1" in depth.

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** It is a home owner/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 correct the gutter to meet the performance standard.



**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 vinyl siding.

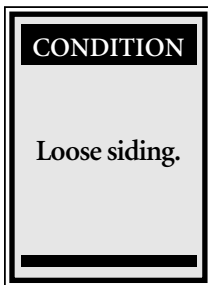
## PERFORMANCE STANDARD

Separation between siding should not occur.

## RESPONSIBILITY

**HOME OWNER'S RESPONSIBILITY:** None

**BUILDER'S RESPONSIBILITY:** The Builder will correct the separation by repairing/replacing siding. The home owner can expect that the new siding may not match the original in color. The Builder will not be responsible for color variations.



## CONDITION

Loose siding.

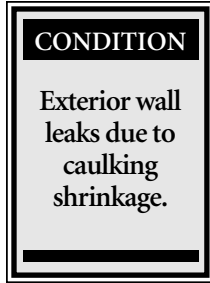
## PERFORMANCE STANDARD

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 home owner 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**

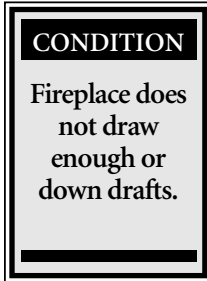
Joints and cracks of wall surfaces will be recaulked ONE TIME to prevent entry of water.

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** Due to atmospheric conditions, all caulking will shrink and dry out. Caulking around all doors, windows, vents, thresholds, openings in foundation for plumbing and electric service, and trim should be examined twice a year. Repair and/or replacement is a home owner/home owner's association maintenance responsibility.

**BUILDER'S RESPONSIBILITY:** The Builder will repair cracks (using caulk) as required to correct deficiencies ONE TIME during the warranty period. Please note that properly installed caulking will shrink and must be maintained during the life of the home. The color of caulk or paint will be matched as closely as possible, but color variations are to be expected and the Builder will not be responsible for variations.

# FIREPLACE



## CONDITION

Fireplace does not draw enough or down drafts.

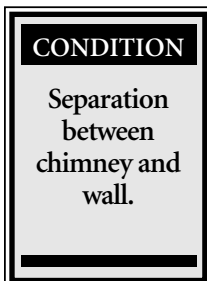
## PERFORMANCE STANDARD

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:** Keep pilot lit year round to keep positive air flow in flue and reduce drafts.

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



## CONDITION

Separation between chimney and wall.

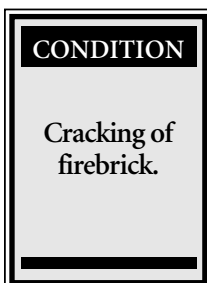
## PERFORMANCE STANDARD

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 are to be expected and not warranted by the Builder.



## CONDITION

Cracking of firebrick.

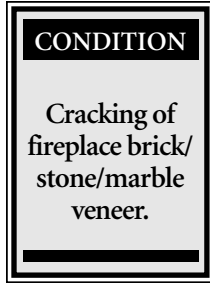
## PERFORMANCE STANDARD

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

## RESPONSIBILITY

**HOME OWNER'S RESPONSIBILITY:** None

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



**CONDITION**

Cracking of fireplace brick/stone/marble veneer.

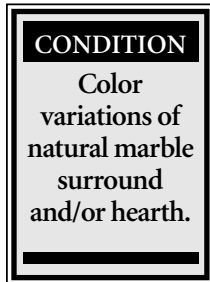
**PERFORMANCE STANDARD**

Cracks in the 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. The color will be matched as closely as possible, but color variations are to be expected and not warranted by the Builder.



**CONDITION**

Color variations of natural marble surround and/or hearth.

**PERFORMANCE STANDARD**

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

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** None

**BUILDER'S RESPONSIBILITY:** None

# WINDOWS & DOORS



## CONDITION

Warping of exterior wood doors.

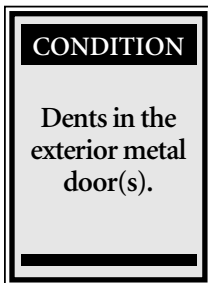
## PERFORMANCE STANDARD

Due to temperature differences on the inside and outside surfaces, some temporary warping may occur. This temporary warping 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 warping 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 and not warranted by the Builder.



## CONDITION

Dents in the exterior metal door(s).

## PERFORMANCE STANDARD

Dents not reported to the Builder before occupancy by the home owner will not be covered by the 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:** The Builder will repair by filling, sanding and painting any dents to the exterior doors which were noted on the original acceptance of construction form.



**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 by completing the following steps:

- 1) Using a screwdriver, either tighten the screws to lower the threshold or loosen them to raise the threshold. The threshold adjustment should create a seal between the door and the threshold. To prevent tearing of the bottom door sweep, the threshold should not be adjusted too tightly.
- 2) Once the proper adjustment has been made, tighten the small screws with the screwdriver.

**BUILDER'S RESPONSIBILITY:** None



**CONDITION**

Sliding patio screen doors will not stay on track.

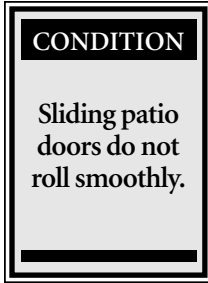
**PERFORMANCE STANDARD**

Sliding patio screen doors will slide properly on their tracks.

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** The cleaning maintenance necessary to preserve proper operation is the responsibility of the home owner. The door may be adjusted to roll easier by using the adjustment screws located on the exterior or ends of the door at the top and bottom. Silicone spray can be used as a lubricant.

**BUILDER'S RESPONSIBILITY:** The Builder will repair if not caused by HOME OWNER'S neglect or damage.



**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 home owner. The door may be adjusted to roll easier by using the adjustment screws located on the end of the door at the bottom. Silicone spray can be used as a lubricant.

**BUILDER'S RESPONSIBILITY:** The Builder will repair if not caused by the HOME OWNER'S neglect or damage.



**CONDITION**

**Warping of interior doors.**

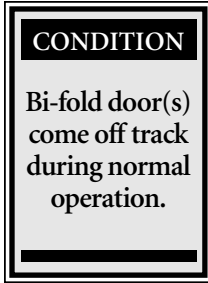
**PERFORMANCE STANDARD**

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 warping is not considered a defect and in most cases the door will straighten out. However, doors should not become inoperable and warping of the door after the first heating season should not exceed 1/4" 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 not warranted by the Builder.



**CONDITION**

**Bi-fold door(s) come off track 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. Doors can be adjusted by pivot pins at the bottom corners to adjust door height and evenness.

**BUILDER'S RESPONSIBILITY:** The Builder will repair if not caused by the HOME OWNER'S neglect or damage.



**CONDITION**

**Bi-fold doors in need of adjustment.**

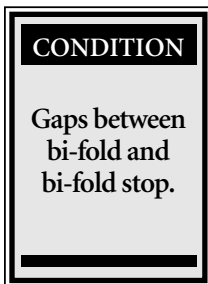
**PERFORMANCE STANDARD**

Bi-fold doors will open, close and operate smoothly. Adjustments of bi-fold doors is common and is a home owner maintenance item.

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** Adjustment of the bi-fold doors (after the customer orientation) is a home owner maintenance item. Doors can be adjusted by pivot pins at the bottom corners to adjust door height and evenness.

**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 not warranted by the Builder.



**CONDITION**

**Gaps between bi-fold and bi-fold stop.**

**PERFORMANCE STANDARD**

The door edge will be within 3/8" of parallel to the bi-fold 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:** None

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



**CONDITION**

**Door drags on carpet.**

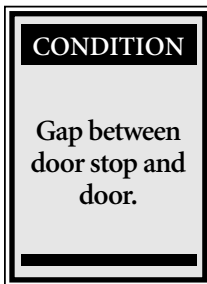
**PERFORMANCE STANDARD**

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**

**Shrinkage of door panel inserts.**

**PERFORMANCE STANDARD**

Door panels are not glued in place but are allowed to "move" or expand and contract with the moisture content. When this movement occurs, raw wood edges may appear. This movement is beyond the Builder's control and is not warranted.

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** Maintain relative humidity. Refer to Page 40 for details.

**BUILDER'S RESPONSIBILITY:** None



**CONDITION**

**Splitting of door panels.**

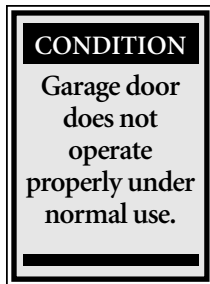
**PERFORMANCE STANDARD**

Some splitting of panels is normal and should be expected. Splits which allow the entrance of light will be repaired.

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** Maintain relative humidity. Refer to Page 40 for details.

**BUILDER'S RESPONSIBILITY:** The Builder will fill the split and match the paint or stain as closely as possible, but color variations are to be expected.



**CONDITION**

**Garage door does not operate properly under normal use.**

**PERFORMANCE STANDARD**

Garage doors will operate properly.

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** Garage sensor located at base of track can get out of alignment or obstructed by objects. This is a home owner's maintenance responsibility.

**BUILDER'S RESPONSIBILITY:** The Builder will correct the garage door 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 door. Unless it is installed by the Builder, this is not a warranted item.



**CONDITION**

**Rain, snow, or draft enters through garage door.**

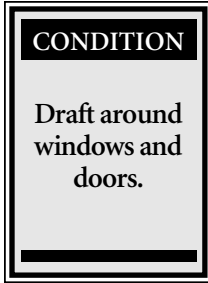
**PERFORMANCE STANDARD**

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

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** Sweeping out any water or snow accumulation under the garage door will keep the garage door from freezing shut during the winter months.

**BUILDER'S RESPONSIBILITY:** The Builder will adjust the garage door as required.



**CONDITION**

**Drafts around windows and doors.**

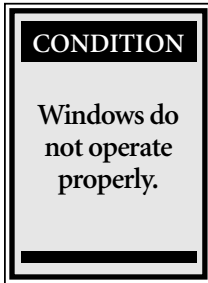
**PERFORMANCE STANDARD**

Some draft are to 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 will be adjusted or replaced.

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** Under certain temperatures and wind conditions, some infiltration will occur and it may be necessary for the home owner to have a storm door installed to provide satisfactory solutions in high winds. Before locking windows, verify alignment of operating sash to stationary sash to insure proper seal.

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



**CONDITION**

**Windows do not operate properly.**

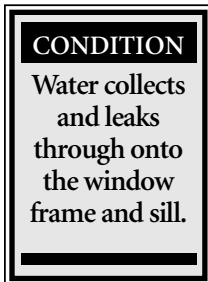
**PERFORMANCE STANDARD**

Windows will operate with reasonable ease.

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** None

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



**CONDITION**

**Water collects and leaks through onto window frame and sill.**

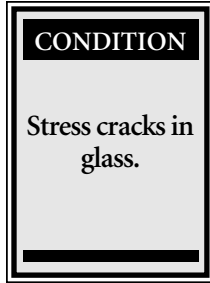
**PERFORMANCE STANDARD**

During heavy rain, and or heavy rain accompanied by high winds, it is possible that rain water will collect in the window tracks at a rate faster than the "weep holes" can carry it away. If weep holes are checked and cleared periodically, such occurrences should be minimal. Damage resulting from plugged weep holes is not a warranted item.

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** Keep windows closed during rains, or when leaving the home. It may be necessary for the home owner to occasionally clear the window tracks and weep holes of any debris to ensure proper drainage. Pouring a small cup of water into track should verify if weep holes are plugged or clear. In the event that water overflows from the tracks onto the window sill, it is the home owner's responsibility to wipe up any water to prevent damage to the window sill.

**BUILDER'S RESPONSIBILITY:** Unless directly attributed to faulty installation of the window, no corrective action is required by the Builder.



**CONDITION**

**Stress cracks in glass.**

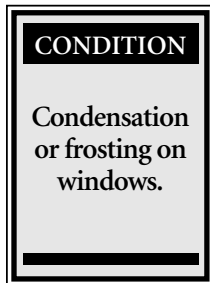
**PERFORMANCE STANDARD**

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 or frosting 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 home owner 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. Here are a few suggestions that can be used to assist in reducing and controlling moisture:

- If the wood around the windows gets wet or damp, you need to dry this wood off.  
NOTE: Damage resulting from condensation is not warranted by the Builder.
- Turn off or reduce the setting of the humidifier, if applicable.
- Operate exhaust fans in areas of high moisture input such as laundry rooms, kitchens and baths.
- Ventilate the house briefly by opening doors/windows.
- Use a dehumidifier to remove moisture.
- Increase the circulation of the air in the house by turning the fan switch to the "ON" position on the thermostat.

*continued*

- Reduce the moisture input into the home (showering, cooking, etc.).
- 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.

Following are proper humidity levels recommended by the University of Minnesota.

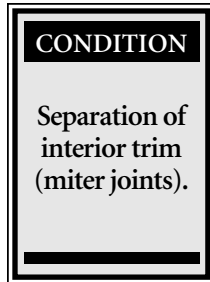
OUTSIDE AIR TEMPERATURE	INSIDE RELATIVE HUMIDITY FOR 70 F. INDOOR AIR TEMPERATURE
-20° F or below	not over 15%
-20° F to -10°	not over 20%
-10° F to 0°	not over 25%
0° F to 10°	not over 30%
10° F to 20°	not over 35%
20° F to 40°	not over 40%

Watch your humidity level closely. Damaging results from high humidity levels are a non-warrantable issue with the Builder.

Because new energy codes require a house to be built tighter, there is more chance of condensation build-up and damage to your home. Humidifiers in new homes need to be monitored due to the different humidity levels that are already present with new construction. If condensation is present on the window glass, turn the humidifier down. To alleviate condensation, turn the thermostat fan to “on” which allows the fan to run continuously. This air movement will reduce the build-up moisture on the windows, but it will not reduce the overall level of moisture in the air until you turn down the humidistat.

Expansion and contraction is a natural occurrence of wood floors, trim and cabinets. By following the chart listed above, you will be able to maintain proper moisture levels throughout your home. This chart will also guide you in the adjustment of your humidistat relative to the outside temperature and still maintain moisture for wood products and reduce condensation on windows.

# INTERIOR CAULKING TRIM &



## CONDITION

Separation of interior trim (miter joints).

## PERFORMANCE STANDARD

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

## RESPONSIBILITY

**HOME OWNER'S RESPONSIBILITY:** None

**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.



## CONDITION

Color variations in wood trim.

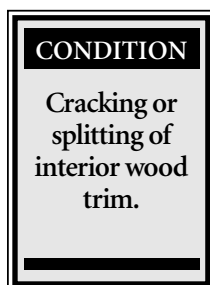
## PERFORMANCE STANDARD

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

## RESPONSIBILITY

**HOME OWNER'S RESPONSIBILITY:** None

**BUILDER'S RESPONSIBILITY:** None. Variations in color are to be expected and not warranted by the Builder.



## CONDITION

Cracking or splitting of interior wood trim.

## PERFORMANCE STANDARD

Some splitting of wood is normal and should be expected. Cracks that exceed 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 not warranted by the Builder.

**CONDITION**

**Loose caulking at plumbing fixtures, exterior doors and vinyl flooring.**

**PERFORMANCE STANDARD**

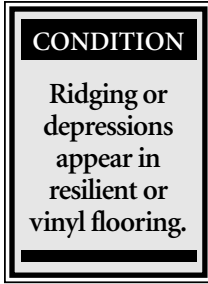
Caulking shall be installed properly at tubs/showers, exterior doors and vinyl flooring (where applicable).

**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.

# FLOOR COVERING



## CONDITION

Ridging or depressions appear in resilient or vinyl flooring due to subfloor irregularities.

## PERFORMANCE STANDARD

Ridges or depressions exceeding 1/4" within a 32" 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.

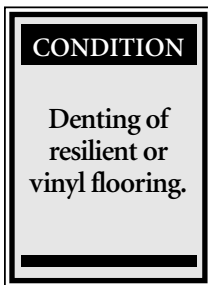
## PERFORMANCE STANDARD

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.

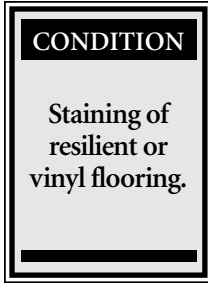
## PERFORMANCE STANDARD

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

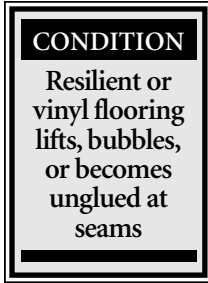
**HOME OWNER'S RESPONSIBILITY:** Here are a few suggestions that can be used to prevent any staining of your new vinyl floor covering:

- Direct sunlight will in fact discolor vinyl. We suggest using window treatments to refract sunlight. This also includes skylights.
- Use of rubber back mats will discolor your floor. We recommend non-rubber back rugs.
- 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.
- Asphalt driveways and sealers will also stain vinyl. It is best to remove shoes first or use rugs to wipe your feet.
- 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.
- Excessive heat may burn or discolor your vinyl. (Excessive heat is considered to be over 125 degrees F.)
- 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

Squeaking of floor or loose subfloor. (See Framing)



**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 home owner 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:** The Builder will secure the resilient or vinyl material.



**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. Lower pile carpets (Berber) will be more visible.

**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**

Wall to wall carpeting installed as the primary floor covering will not come up, loosen, or separate from the point of attachments.

**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 will restretch or secure the carpeting as necessary.



**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 home owner 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. Soiling in traffic areas can also be attributed to oils from bare feet. 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**

Staining or shading of carpet.

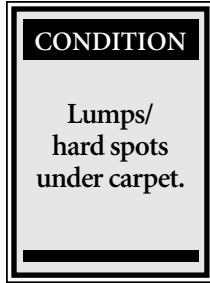
**PERFORMANCE STANDARD**

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**

**Lumps/hard spots under carpet.**

**PERFORMANCE STANDARD**

Lumps/hard spots under carpet can be a normal occurrence with the carpet pad.

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** None

**BUILDER'S RESPONSIBILITY:** If lumps/hard spots are determined to be debris under pad, the Builder will remove the debris as necessary.



**CONDITION**

**Cracking or separating between hardwood floor boards.**

**PERFORMANCE STANDARD**

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

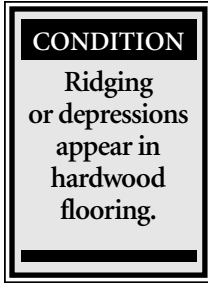
**RESPONSIBILITY**

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

- Keep the floor free from water and any other substances that will damage the finish of the floor.
- Control the humidity in your home. The humidity level in your home should be maintained. If the humidity is too low, 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. Please refer to Page 40 for recommended levels in your home.

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.

**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.



**CONDITION**

Ridging or depressions appear in hardwood flooring due to joint and subfloor irregularities.

**PERFORMANCE STANDARD**

Ridges or depressions exceeding 1/4" within a 32" 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, face nailing or other methods required to meet the performance standard.



**CONDITION**

Color variations in hardwood flooring.

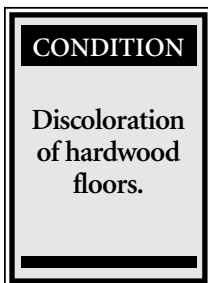
**PERFORMANCE STANDARD**

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

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** None

**BUILDER'S RESPONSIBILITY:** None. Variations in color are to be expected and not warranted by the Builder.



**CONDITION**

Discoloration of hardwood floors.

**PERFORMANCE STANDARD**

Hardwood floors will amber due to sunlight around areas of hardwood that are not covered by rugs, furniture, etc.

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** Diffuse sunlight by drapes/blinds to minimize the ambering of wood products.

**BUILDER'S RESPONSIBILITY:** None



**CONDITION**

**Damaged hardwood flooring.**

**PERFORMANCE STANDARD**

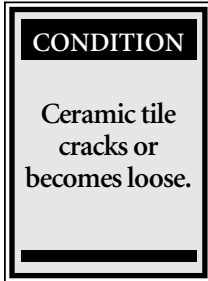
Damage that occurs due to the negligence of the Builder will be corrected.

**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 and texture, the Builder will not be responsible for these variations.

# CERAMIC



## CONDITION

Ceramic tile cracks or becomes loose.

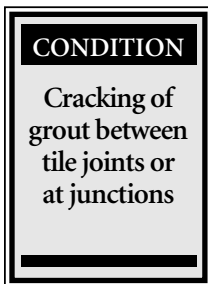
## PERFORMANCE STANDARD

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.



## CONDITION

Cracking of grout between tile joints or at junctions with other materials, i.e. bathtub, vanity, etc.

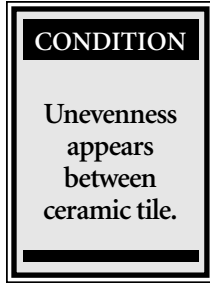
## PERFORMANCE STANDARD

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

## RESPONSIBILITY

**HOME OWNER'S RESPONSIBILITY:** Ceramic tile should be regouted and sealed when necessary. Shower areas will require immediate attention to prevent any water from getting in behind the tile. It will be the Builder's responsibility to repair grout cracks ONE TIME during the first year warranty period. Routine regrouting of cracks is a maintenance responsibility of the home owner for the life of the home.

**BUILDER'S RESPONSIBILITY:** The Builder will repair grout cracks ONE TIME ONLY. The Builder is not responsible for discontinued grout or grout color variations.



**CONDITION**

Unevenness appears between ceramic tile.

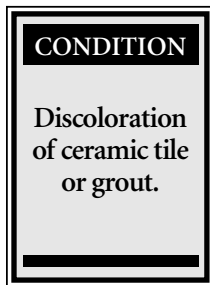
**PERFORMANCE STANDARD**

Ridges exceeding 1/4" within a 32" area measuring perpendicular to the ridge or depression will be repaired.

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** None

**BUILDER'S RESPONSIBILITY:** The Builder will replace affected tiles as necessary to meet the performance standard. The Builder is not responsible for performance standard when irregular edge tile is selected due to height variations within each tile itself.



**CONDITION**

Discoloration of ceramic tile or grout.

**PERFORMANCE STANDARD**

Due to hard water deposits, soap scum, dirt 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

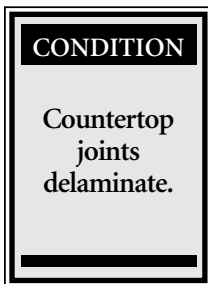
Cracks, chips or scratches, including porcelain, marble, granite and laminate, not reported to the Builder before occupancy by the home owner will not be covered under this warranty.

## RESPONSIBILITY

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

- Avoid putting hot pots, pans or irons on them.
- Never cut directly on laminate tops as knives will nick the surface.
- 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 original acceptance of construction form.



## CONDITION

Countertop joints delaminate.

## PERFORMANCE STANDARD

Countertops will not delaminate during the first year warranty period.

## RESPONSIBILITY

**HOME OWNER'S RESPONSIBILITY:** Prevent standing water from sitting on seams and joints. Swelling can occur and is not warranted by the Builder.

**BUILDER'S RESPONSIBILITY:** The Builder will repair the countertop.



**CONDITION**

**Countertop separates from wall or backsplash.**

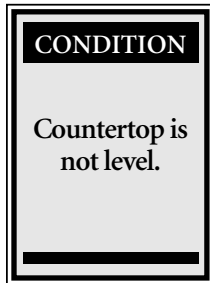
**PERFORMANCE STANDARD**

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

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** Countertops should be recaulked when necessary. It will be the Builder's responsibility to repair cracked caulk ONE TIME during the warranty period. Routine recaulking is a home owner maintenance item.

**BUILDER'S RESPONSIBILITY:** The Builder will repair caulking ONE TIME only during the first year warranty period.



**CONDITION**

**Countertop is not level.**

**PERFORMANCE STANDARD**

Countertops will be no more than 1/4" in 12 feet out of parallel with the floor or 1/8" to 1/4" from front to back.

**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**

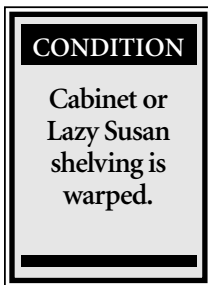
Cabinet doors that are warped more than 1/4" measured from corner to corner diagonally will be replaced. Adjustments of cabinet doors is common and is a home owner maintenance item.

**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 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:** Warped shelving not caused by home owner's mishandling or damage will be replaced by the Builder.

# PAINING & STAINING



## CONDITION

Peeling or fading of exterior paint or stain.

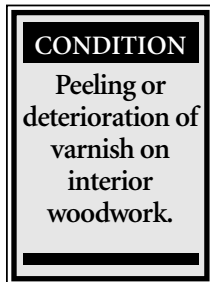
## PERFORMANCE STANDARD

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 trim, it may be necessary to repaint every 3-5 years. All joints in trim should be recaulked before painting.

**BUILDER'S RESPONSIBILITY:** The Builder will prepare and touch-up the affected areas by matching the stain or paint as closely as possible. Color variations are to be expected and not warranted by the Builder.



## CONDITION

Peeling or deterioration of varnish on interior woodwork.

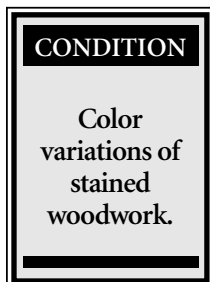
## PERFORMANCE STANDARD

Finishes on interior woodwork will not deteriorate during the first year of the warranty period. Varnish that is damaged from the result of condensation/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:** The Builder will prepare and refinish the affected area. Color and finish variations are to be expected and not warranted by the Builder.



## CONDITION

Color variations of stained woodwork.

## PERFORMANCE STANDARD

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

## RESPONSIBILITY

**HOME OWNER'S RESPONSIBILITY:** None

**BUILDER'S RESPONSIBILITY:** None



**CONDITION**

Interior paint does not “cover” the underlying surface.

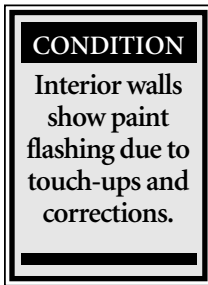
**PERFORMANCE STANDARD**

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. Color variations are to be expected and 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**

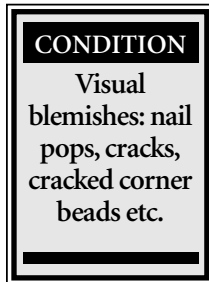
Paint spatters will not be readily visible on walls, woodwork, floors or other interior surfaces when viewed from a distance of 6 feet under normal lighting conditions.

**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.

# DRYWALL



## CONDITION

Visual blemishes caused by normal shrinkage/settling of the home, i.e. nail pops, cracks, cracked corner beads, etc.

## PERFORMANCE STANDARD

Any of the above 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 home owner maintenance item.

## RESPONSIBILITY

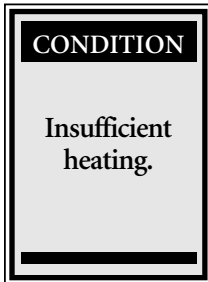
**HOME OWNER'S RESPONSIBILITY:** With the use of spackling compound and sandpaper, minor cracks and nail pops can be easily repaired.

**BUILDER'S RESPONSIBILITY:** Drywall repairs will be made no more than ONE TIME during the first year 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.

**NOTE:** 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 not warranted by the Builder.

An important detail to note regarding wall color changes and wallpapered areas: If the home owner has painted or repainted the walls, the Builder will only repair the area, not paint it. In wallpapered areas, if requested, the Builder will repair the drywall but will not repair or replace the wallpaper. It is recommended that the home owner wait until after their first year to repaint or wallpaper.

# HEATING & COOLING



## CONDITION

**Insufficient heating.**

## PERFORMANCE STANDARD

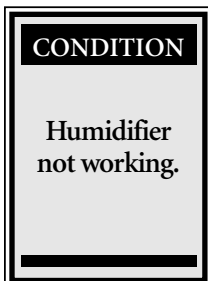
A temperature of 72 degrees Fahrenheit (measured 5 feet above the center of the floor) should be maintained by the heating system.

## RESPONSIBILITY

**HOME OWNER'S RESPONSIBILITY:** It is the responsibility of the home owner to change the furnace filter monthly and balance the heating system by adjusting the vent dampers and heat registers as needed. Here are some helpful tips for your heating system:

- Save on energy costs by setting temperatures at 68 degrees Fahrenheit for the winter. Constant resetting wastes energy.
- Close vents/registers in rooms not in use; also close doors to these rooms.
- Since hot air rises and cold air stays close to low points, in the cold months, you should dampen some second floor registers, and make sure other registers are not blocked by furniture or other objects.
- To eliminate hot and cold spots in your home, turn the fan switch on the thermostat from "AUTO" to the "ON" position.
- Wall mount or desktop humidistats are recommended for proper monitoring of humidity levels in the home.

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



## CONDITION

**Humidifier not working.**

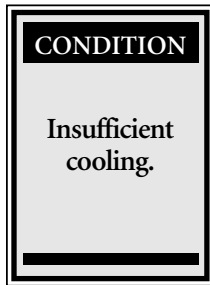
## PERFORMANCE STANDARD

Water runs through filter to humidify heated air throughout the house.

## RESPONSIBILITY

**HOME OWNER'S RESPONSIBILITY:** Check water shut-off valve to make sure it is open during winter months and replace filter prior to heating season. Refer to manual for recommendations.

**BUILDER'S RESPONSIBILITY:** The Builder will repair the system to 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.

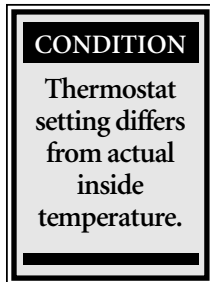
**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** It is the responsibility of the home owner to change the furnace filter monthly and balance the cooling system by adjusting the vent dampers and heat registers as needed.

Here are some helpful tips for your cooling system:

- Save on energy costs by setting temperatures at 78 degrees Fahrenheit for the summer. Constant resetting wastes energy.
- Close vents/registers in rooms not in use; also close doors to these rooms.
- Since hot air rises and cold air stays close to low points, in the warm months, close some of the first floor registers and make sure air returns are not blocked by furniture or other objects.
- To eliminate hot and cold spots in your home, turn the fan switch on the thermostat from "AUTO" to the "ON" position.
- To insure proper cooling, regularly inspect the exterior air conditioner condenser for debris, dust, etc. Remove/clean with garden hose to insure proper operation and efficiency.

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



**CONDITION**

**Thermostat setting differs from actual inside temperature.**

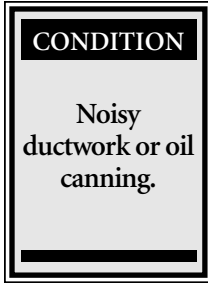
**PERFORMANCE STANDARD**

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 home owner to balance the cooling/heating system by adjusting the vent dampers and heat registers as needed.

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



**CONDITION**

Noisy ductwork or oil canning.

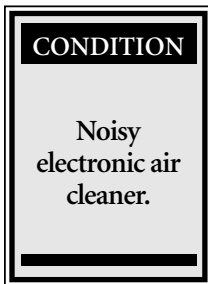
**PERFORMANCE STANDARD**

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**

Noisy electronic air cleaner.

**PERFORMANCE STANDARD**

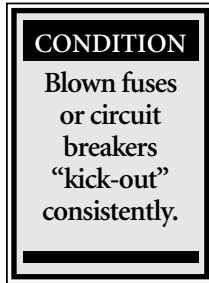
When the electronic air cleaner is running, a ticking/zapping noise is heard as dust particles pass through the filter.

**RESPONSIBILITY**

**HOME OWNER’S RESPONSIBILITY:** Refer to the manufacturer booklet for cleaning recommendations.

**BUILDER’S RESPONSIBILITY:** The Builder will repair the system to meet the performance standard.

# ELECTRICAL



## CONDITION

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

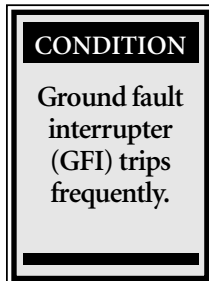
## PERFORMANCE STANDARD

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.

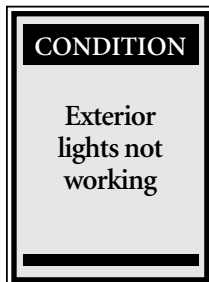
## PERFORMANCE STANDARD

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.



## CONDITION

Exterior lights not working.

## PERFORMANCE STANDARD

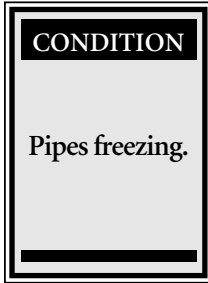
Most exterior lights are controlled by a photocell located by the fixture or in the soffit outside the home. Lights turn on automatically at dusk and turn off automatically at dawn.

## RESPONSIBILITY

**HOME OWNER’S RESPONSIBILITY:** Verify that the bulb has not burned out and needs to be replaced.

**BUILDER’S RESPONSIBILITY:** The Builder will replace a photocell that is inoperable within the first year. After first year, notify the management company.

# PLUMBING



## CONDITION

Pipes freezing.

## PERFORMANCE STANDARD

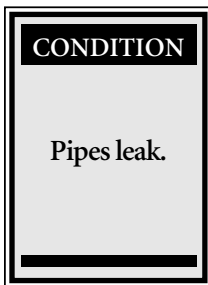
Plumbing pipes will be adequately protected to prevent freezing.

## RESPONSIBILITY

**HOME OWNER'S RESPONSIBILITY:** If any pipes should freeze, DO NOT TURN THE WATER SUPPLY OFF unless the pipe has burst, then notify the Builder or plumber immediately.

**NOTE:** HOME OWNER'S are responsible for draining pipe lines for exterior faucets. Be sure to shut off all exterior faucets prior to freezing temperatures. To shut off your exterior faucets, there is a separate shut-off valve on the inside of the house for each faucet. Turn this valve off and go outside and open the exterior faucet. Go back inside and open the little drain cap valve on the side or bottom of the inside valve to drain it. Leave this faucet open until spring. Failure to do this may cause your pipes to burst, and this is not covered under the warranty.

**BUILDER'S RESPONSIBILITY:** The Builder will correct the situation to prevent pipes from refreezing. The correction may involve opening the walls for access to the pipe, and either adding or replacing insulation which may have moved during the construction process or leaving a permanent vent into the warmer space to prevent the freeze from recurring.



## CONDITION

Pipes leak.

## PERFORMANCE STANDARD

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

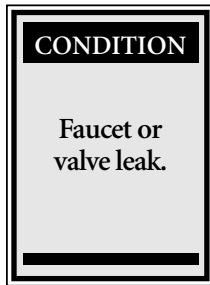
## RESPONSIBILITY

**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**

Faucet or valve leak.

**PERFORMANCE STANDARD**

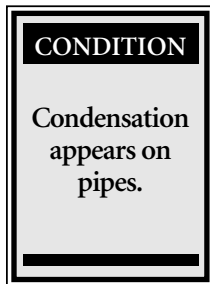
No valve or faucet should leak because of defects in the material or workmanship.

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** Turn off water shut-off to prevent any water damage. If leakage is due to a defective washer in the faucet, washer replacement is a HOME OWNER'S responsibility.

**NOTE:** All exterior faucets have a back flow preventer to assure that contaminated water cannot enter into your water system. When a garden hose is connected and used, the back flow preventer relieves the pressure by spraying out behind the hose connection. This will get the wall behind the faucet wet and if located in the garage, will get the sheetrock wet and over time cause deterioration. You must wipe down or treat sheetrock by painting or other methods to protect raw sheetrock. This is a home owner's maintenance item and not warranted by the Builder.

**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**

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.

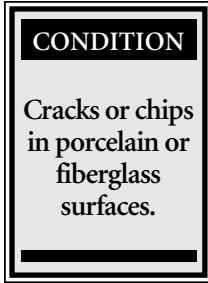
**PERFORMANCE STANDARD**

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

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** Turn off water shut-off to prevent any water damage.

**BUILDER'S RESPONSIBILITY:** The Builder will replace any fixture or fitting to meet the 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 occupancy by the home owner will not be covered under this warranty.

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** The home owner is responsible for cracked, scratched or chipped fixtures that were not noted on the original customer orientation form.

**BUILDER'S RESPONSIBILITY:** The Builder will repair only the chips, cracks, or scratches that were noted on the original acceptance of construction form.



**CONDITION**

Clogged sewers, fixtures or drains.

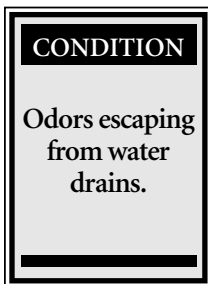
**PERFORMANCE STANDARD**

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 home owner will make the necessary repairs. If the problem can be attributed to the Builder's negligence, the Builder will reimburse the home owner for the cost of the repair.

**BUILDER'S RESPONSIBILITY:** The Builder will reimburse the home owner for the cost of the repair, if the problem can be attributed to the Builder's negligence.



**CONDITION**

Odors escaping from water drains.

**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 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**

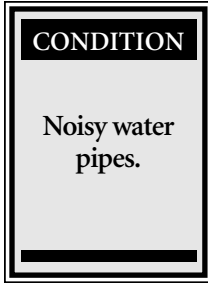
Toilet fixture should accomplish its intended use.

**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:** The use of bleach tablets in the tank can deteriorate the rubber flapper that holds the water in the tank and will cause the toilet to continually run. This condition is not warranted by the Builder.

**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**

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.



**CONDITION**

Interior fire protection sprinkler system leak.

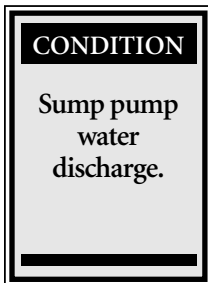
**PERFORMANCE STANDARD**

No leaks of any kind should exist on a sprinkler head.

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** Do not hang items from sprinkler head. There is a glass cylinder that "if broken" water will flow.

**BUILDER'S RESPONSIBILITY:** The Builder will repair any leaks caused by malfunction/manufacture defect.



**CONDITION**

Sump pump water discharge.

**PERFORMANCE STANDARD**

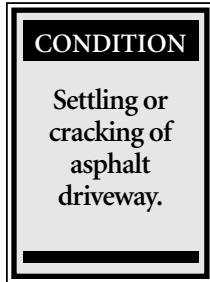
The sump pump is designed to remove water under slab and discharge to exterior of foundation.

**RESPONSIBILITY**

**HOME OWNER'S RESPONSIBILITY:** Sump pump should be checked frequently for proper operation and removal of silt that may accumulate at the bottom of basket. The Builder suggests a battery backup due to sump pump failure or power outage.

**BUILDER'S RESPONSIBILITY:** None

# ASPHALT DRIVEWAY



## CONDITION

Settling or cracking of asphalt driveways.

## PERFORMANCE STANDARD

Driveways will move up and down as a direct result of frost in the ground. Settling that is more than 1-1/2" measurement within any 32" area will be repaired ONE TIME only.

## RESPONSIBILITY

**HOME OWNER'S RESPONSIBILITY:** There are a number of precautions a home owner should take so the driveway remains in good condition:

- Do not drive on the asphalt driveway for the first three days after installation. Throughout the first summer months, asphalt will get soft with direct sun and warm temperatures. If car tires are turned before backing out, marks will be left by tires. This condition is not warranted with the Builder.
- Do not park on the driveway for at least 7-14 days after installation.
- Allow no heavy vehicles (i.e. moving vans, fuel oil trucks, etc.) on the driveway during warm weather.
- Spillage or leakage of gas or oil should be washed off immediately.
- Avoid driving over the edges of the driveway to prevent any breakage of the asphalt.
- During warm weather, avoid putting chairs, ladders, bicycle kick stands or any sharp objects that may dent the driveway.
- To maintain the surface of your driveway, sealcoating is recommended.

**BUILDER'S RESPONSIBILITY:** The Builder will repair the settled area by cutting and patching the affected area only. Color and texture variations are to be expected and the Builder will not be responsible for these variations or sealcoating to cover repairs.

# CRAWL SPACE



## CONDITION

Odors coming from unpoured crawl space.

## PERFORMANCE STANDARD

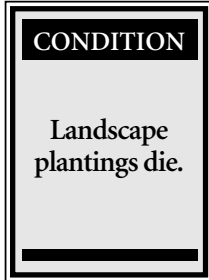
None. It is possible during certain times of the year that odors may be present in unpoured crawl space areas. This is caused by limited air flow in these areas. Because of the limited air flow, air stagnates and humidity levels may rise causing condensation on walls. Moisture in the soil may also cause mold and mildew to grow.

## RESPONSIBILITY

**HOME OWNER'S RESPONSIBILITY:** To circulate the air in the crawl space, ventilation is required. By opening any basement windows and using a fan, it will help to ventilate this area. In some situations, a dehumidifier may be required.

**BUILDER'S RESPONSIBILITY:** None

# LANDSCAPE PLANTINGS & SOD



## CONDITION

Landscape plantings die.

## PERFORMANCE STANDARD

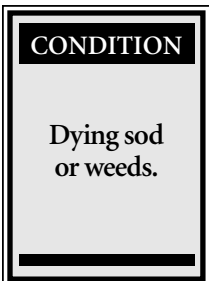
Landscape plantings will remain alive for one year from the date of installation.

## RESPONSIBILITY

**HOME OWNER'S RESPONSIBILITY:** It is a home owner/home owner's [redacted]'s responsibility to maintain watering from the date of installation.

Due to drought conditions, the home owner/home owner's association should individually water shrubs to maintain proper growth.

**BUILDER'S RESPONSIBILITY:** The Builder will replace the landscape planting(s) ONE TIME only during the first year warranty period from installation. Individual plantings will not be replaced if deemed more than 50% alive. A builder representative will inspect only defective material(s). A final determination on replacement will be made at the end of the one year installation date.



## CONDITION

Dying sod or weeds.

## PERFORMANCE STANDARD

Sod will be installed alive.

## RESPONSIBILITY

**HOME OWNER'S RESPONSIBILITY:** It is a home owner/home owner's association's responsibility to maintain normal watering, weed control, bug [redacted] and fertilizing of the sod after the date of installation.

It is recommended for proper growth of sod that 1" of water per week including rainfall is needed. Excessive amounts of watering will kill sod and effect drainage swales at property lines. The Builder will not warrant excessive water damage. Refer to warranty booklet for "Lot Grading and Drainage" on PAGE 14.

**BUILDER'S RESPONSIBILITY:** None

**DB DAVID BERNARD**  
**BUILDERS & DEVELOPERS**

A DIVISION OF THE ROTTLUND COMPANY, INC. MN BLDR. LIC. # 1335

3065 CENTRE POINTE DRIVE  
ROSEVILLE MN 55113  
TEL: 651.638.0500 FAX: 651.638.0501  
[WWW.DAVIDBERNARDBUILDERS.COM](http://WWW.DAVIDBERNARDBUILDERS.COM)

**MLS**   
EQUAL HOUSING  
OPPORTUNITY