

INTRODUCTION

We want you to be secure in the knowledge that your new home has been constructed with care by an HBA Builder. In order to protect your investment, a limited warranty has been developed to assure your new home continues to provide you with comfort and security for many years.

Your new home investment is protected by:

- **The Limited Home Warranty** provided by your Builder.
- **Manufacturer's warranties** provided by the manufacturers of the products installed in your home.
- **Homeowner's Insurance** provided by your insurance carrier.
- **Homeowner maintenance** provided by you.

FREQUENTLY ASKED QUESTIONS

In short, what is the Construction Standards Guide, Limited Home Warranty and Homeowner Maintenance Schedule?

This Guide identifies recommended construction standards to be adhered to by your Builder. This Guide also provides a recommended maintenance schedule to be followed by you.

In addition, the Limited Home Warranty specifically identifies the action your Builder will take in the event of a failure due to a defect in material or workmanship within the scope of the Limited Home Warranty during the one-year warranty period.

When does the Limited Home Warranty become effective?

The Limited Home Warranty becomes effective at the final pre-settlement inspection. This is the time when the home is considered complete. The Builder's job is finished and the Builder and its subcontractors are released from any further responsibilities except for those items noted on the pre-settlement inspection report. At this time the responsibility for the home shifts to the homeowner and the warranty period begins which will be repaired in accordance with your contract for the construction of your home.

What items are covered by the Limited Home Warranty?

The scope of the Limited Home Warranty is comprehensive in nature and is intended to provide broad coverage. All warranties are limited to some degree and the Limited Home Warranty on your new home is no exception. Some items are not covered by the Limited Home Warranty since, by their very nature, they are beyond the control of the Builder in the construction of the home.

The Limited Home Warranty provides a more detailed list of excluded items however; the following items are listed here to enhance your understanding of the warranty and are examples of typical exclusions from warranty coverage:

1. Nicks, chips, scratches, and dents in paint, walls, woodwork, screens, windows, doors, floors, cabinets, counter tops, sinks, fixtures, mirrors, glass, siding, etc.;
2. Interior paint, stain, or varnish;
3. Condensation on windows, skylights, pipes, commodes, cold-air returns, etc.
4. Damp spots on basement walls or normal shrinkage-settlement cracks;
5. Interior or exterior concrete cracking, spalling or pitting;

6. Septic system performance, maintenance or modification;
7. Water quantity or quality;
8. Shrinkage-settlement cracks in drywall, woodwork, ceramic, counter tops, etc.;
9. Minor depressions or standing water on asphalt or concrete drives;
10. Floor squeaks;
11. Ice buildup in gutters or on roofs;
12. Clogged sewers;
13. Longevity of trees, shrubbery, and grass; and
14. Consequential damage.

This list is not all inclusive but is intended to simply illustrate **typical** exclusions.

Is there any additional protection from other sources?

Yes, in addition to the Limited Home Warranty, almost all manufacturers offer warranties on their products and many of these warranties could exceed one year. For example, it is not unusual to find 10-year or lifetime warranties today on some products. These are **individual warranties** extended to you by each individual manufacturer. They may provide coverage on windows, doors, siding, roofing, cabinets, appliances, plumbing fixtures, heating/air conditioning equipment and so on. It is important for you to identify and file these warranties for your convenient reference.

Will I need any other protection for my investment?

Yes, we recommend that you carry homeowner's insurance for protection in the event of accidents, fire or water damage, acts of God, etc. as these items are not covered by a warranty. Your mortgage lender will likely require you to provide this protection. It is strongly recommended that the homeowner purchase additional back-up sewer insurance in addition to their homeowner's policy.

Certainly one of the best ways to protect your investment is to properly maintain and care for your new home. The Homeowner Maintenance Schedule set forth in this Guide provided by your Builder describes a number of important maintenance activities which will contribute to the longevity and continued performance of your new home.

What are my responsibilities as a Homeowner?

The homeowner is responsible for notifying the Builder of any warranty claims within the warranty period. The homeowner is responsible for all normal home maintenance, proper product use and care according to the manufacturer's recommendations, and any action necessary or desired and where no warranty coverage exists. The Builder is not responsible for claims made after the warranty expires.

The following are examples of typical homeowner responsibilities:

- All re-caulking; interior and exterior, including tubs, showers, counter tops;
- Touch-up spackling and painting of walls and woodwork from normal shrinkage and wear and tear;
- Landscaping and seeding as required for erosion control;
- Changing of furnace filters;
- Clearing and cleaning traps, sewers and gutters;
- Maintaining the proper humidity levels;
- Seal asphalt and concrete surfaces;
- Tighten loose water valves, door hardware, etc., as required;
- Reset breakers and change light bulbs; and

- Clean sump pump, if applicable;
- Remove hoses from exterior hose beds during cold weather conditions.

This list is not all inclusive but is intended to simply illustrate and clarify **typical** and **normal** home maintenance requirements.

How do I determine who is responsible for repair or replacement if something goes wrong?

Depending on the circumstances, the Builder, manufacturer, insurance carrier or homeowner may be responsible or may share in the responsibility for something that may go wrong. To determine who is responsible, you must understand your various warranties and insurance coverage. If the event is covered by a warranty, then the party offering the warranty is responsible for correcting the problem as provided or set forth in the applicable warranty coverage document. If it is not covered by a warranty, then you or your insurance carrier could be responsible.

To avoid any future question or responsibility, your understanding of how your new home is protected is essential. If you have any questions, don't hesitate to ask your Builder. **See Part II - Addressing the HBA's resolution process for your convenience.**

What action will be taken in the event of a warranty claim?

The Limited Home Warranty or the manufacturers' warranties specifically address the procedures and actions that will be taken in the event of a failure. Warranty claims on manufacturers' warranties are usually made directly to the manufacturer. As an industry standard, an item is not replaced if it can be repaired.

You and Your New Home!

The Limited Home Warranty has been designed to protect your investment in a new home. The Limited Home Warranty also establishes certain reasonable limitations in coverage on items which are beyond the control of the Builder such as negligence by the homeowner, actions of third parties, fire and act of God. Procedures are provided in the Limited Home Warranty to assist you in making a warranty claim should a problem develop within the scope of the Limited Home Warranty. Also, recommended maintenance activities are listed in the Homeowner Maintenance Schedule to be performed by you in order to preserve the quality of your new home.

To make the Home Builder's obligations effective, the warranty must be registered within 60 days of full execution of the contract to build your new home

Register your HBA Recommended Warranty on line at [HBACleveland.com/Warranty Registration](http://HBACleveland.com/WarrantyRegistration) and receive the following:

- **A FREE subscription to HBA's Design Build Magazine**
- **Discount tickets to HBA Home Shows, Parade of Homes, and Homearama**

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SECTION 1: STAGES OF CONSTRUCTION

1.1 THE PRECONSTRUCTION PROCESS

The preconstruction process begins with the buyer's acceptance of a construction contract. During the preconstruction process, the Builder begins the preparation of blueprints and site plans, seeks Architectural Review Board (ARB) approval where required, and obtains all zoning and building permits. The Builder coordinates the installation for gas, electrical, water, and sewer tie-ins. At the same time, you may be arranging for financing and completing your selections for options such as carpet, tile, and lighting fixtures.

1.2 START OF CONSTRUCTION

Typically, the Builder's goal is to start construction as soon as possible following execution of the contract. The estimated start date is usually based on either the amount of time it takes to obtain a mortgage commitment or the amount of time it takes to obtain all the permits and approvals required for construction. The Builder's ability to meet the estimated start date depends on scheduling, the weather and your cooperation, decisiveness, and ability to fulfill your preconstruction obligations in a timely manner.

1.3 COMPLETION OF CONSTRUCTION

Due to the number of uncontrolled variables, the Builder can only estimate the completion date. As construction progresses, however, the Builder can more accurately specify the completion date.

1.4 PRE-SETTLEMENT INSPECTION / ACCEPTANCE

The homeowner walk-through provides the Builder with the opportunity to present your new home to you and to provide you with valuable information on the operation, maintenance, and proper use and care of your new home. Punch list items must be noted at this time.

1.5 LOCAL AND STATE GOVERNMENT AUTHORITY

Each municipality adopts their own standards of construction by adopting codes with state and/or national standards. The local and state authority is responsible to see that the Builder meets these standards.

SECTION 2: UTILITIES

Description

Utilities include gas, electrical, water, telephone, and cable television service. Gas and water service lines are installed below ground. Electrical, telephone, and cable television service lines can be installed either above or below ground.

Standards and Limitations

All utilities must be installed in accordance with local and state governmental regulations and the respective utilities. To accommodate utility companies, the Builder will attempt to coordinate the placement of service lines in open trenches. However, if a utility company cannot provide the materials in accordance with the Builder construction schedule, the utility company is responsible for installation.

Builder's Responsibility

The Builder is responsible for coordinating the installation of gas, electric, and water and sewer services. Interior receptacles for audio systems, computers, telephone and television are installed by the Builder per the contract documents.

Homeowner's Responsibility

The Homeowner is responsible for arranging changes or upgrades with each utility service, before or during construction, by providing utility companies with the required information such as current and future usage needs. Phone, cable, satellite, and Internet service lines are installed by Service Provider per Homeowner's selection. The Homeowner or utility company is responsible for maintaining the lines after changes and upgrades have been completed.

SECTION 3: EASEMENTS, DEED RESTRICTIONS, AND RESTRICTIVE COVENANTS

Easements on or adjacent to your lot may have been granted to municipalities or utility companies. They typically include rights-of-way for street and sidewalks and for electrical, telephone, sewer, water and gas utility lines. In some cases, drainage easements control water run-off.

Easements are a matter of record and should be included on one of the following: your individual topography (topo) plan or the subdivision map, and the recorded plat map. It is important to remember that the use of land within recorded easements is at the discretion of the municipality or the utility companies.

These easements can affect the location of structures; improvements or additions on the lot and the grading of your home site. It is important not to change any grades in your drainage easements or to install any permanent structures in easements.

Sometimes deed restrictions and restrictive covenants may have been recorded by the original landowner, Builder, developer, homeowners or condominium association (HOA or COA) of the community in which you reside. The deed restrictions (covenants) are designed to protect the value of your property by prohibiting certain practices such as the keeping of livestock, erecting of fences, etc., without previous approval. The restrictions vary from community to community. If you purchased the lot from the Builder, they will supply you with a copy of any deed restrictions that apply to your community. If you purchased the lot from any other source you are fully responsible for knowing and abiding by all restrictions that apply to your lot.

In addition, zoning and subdivision regulations apply to your community. Such regulations govern building setback lines, side yards, rear yard minimums, square footage requirements and, in some cases, may cover the extent and type of alterations you can make to your property. Always check with your local and state government authorities if you plan to alter your house or grounds.

SECTION 4: CONSTRUCTION SPECIFICATIONS

Construction practices and specifications vary from one area to another due to differences in building sites, local and state governmental requirements, deed restrictions, labor costs and the final Contract documents, specifications and blueprints. All of these differences can affect the cost of construction and the price of a house.

Building sites vary in size, price and improvements. Urban lots are often fully improved and typically include asphalt or concrete drives, city sidewalks, sanitary sewer, storm sewer, and water. Rural lots are usually unimproved and typically have stone drives and rely on septic systems and well water. Many variations and combinations are possible.

The building code governing the construction of your home may be modeled after the local, state, or national building codes. These codes provide minimum requirements of safeguard to life or limb, health, and public welfare and protect the property of one-two-and three-family dwellings. Codes can be amended by each local or state governing body as deemed fit for local and state conditions.

Zoning codes determine land use. In residential construction, the codes affect lot size, minimum square footage requirements, minimum building line setbacks, single and total side yard and rear yard requirements, and maximum construction height.

Deed restrictions are legally enforceable restrictions imposed on land by an owner or developer. Typically, they ensure the development of the neighborhood along intended plans when land is subdivided and developed. The restrictions protect the Homeowner's investment in the home and, ultimately, the marketability of the land.

SECTION 5: SITE/LOT

5.1 LOT LINE AND STAKING

Description

Lot lines are established by a civil engineer during a lot subdivision plotting and approval. The corners of the property are staked to locate the house on the lot before excavation and installation of the foundation. Stakes are occasionally dislodged during the subsequent grading and completion of construction. Lot corner pins are generally not installed unless required by the local and state government regulations or contract specifications.

5.2 SITE PREPARATION

Description

Preparing a site for construction includes providing access to the site and establishing a relatively level area for construction. Site preparation can involve moving, hauling, cutting, filling, and compacting soil. Some sites may require extraordinary preparation prior to construction. This may result in additional cost according to contract specifications.

5.3 CLEARING

Description

Clearing consists of removing trees, stumps, brush, and debris from the work site. Your Builder understands the beauty and value of trees and understands how trees enhance and add value to a property. The Builder understands that the size, type, and spacing of trees contribute to your selection of the building site.

The Builder may need to remove trees from the construction area to provide room for the house and to allow proper drainage. Usually, trees within 25-feet of the foundation are removed. In addition, your Builder removes trees to install a driveway, storm and sanitary sewers or septic fields, drainage swales, cutting or filling to meet proposed grades or the gas, electric and water lines.

Standards and Limitations

The extent of site clearing varies and is completed at the Builder's discretion unless the contract specifies otherwise. Sometimes, a group of trees within 20 feet of an addition can be saved; at other times, it may prudent to clear an area up to 30 feet or more around the house, or where required fill will cover the root systems or tree base.

Builder's Responsibility

The Builder is responsible for clearing only the area required for construction. The Builder is not responsible for clearing the site to satisfy an individual's preferences or landscaping plans, unless specified in the building contract. The Builder cannot prevent, warrant, or guarantee against tree damage or loss. Changes in the water table, bark and root damage, increased sun exposure, and changes in grade all affect tree life and are an inevitable consequence of construction.

Homeowner's Responsibility

The Homeowner is responsible for all remaining trees left on the site after the initial clearing.

5.4 EXCAVATION

Description

Excavation requires the Builder to remove earth to the depth required to install the foundation; sewers, electric and water lines; and any other application improvements.

Standards and Limitations

Excavation is limited to normal digging. Unforeseen subsoil conditions such as rock, changes in ground water, unsuitable or nonbearing soils or other hidden objects should be addressed in the contract documents. The Builder cannot warrant soil conditions. Backfill may be performed with existing or similar site materials.

Builder's Responsibility

The Builder is responsible for excavating to the depth required to provide for frost protection and to achieve the proper elevation per plan. Builder is responsible for the local and/or state code requirements for backfilling. All utilities are installed in accordance with local and state governmental requirements.

Homeowner's Responsibility

Contract specifications determine the responsibility for the expenses incurred as a result of unforeseen or unanticipated subsurface conditions. These expenses include, but are not limited to, excavating and removing rock, any structural and/or engineering and/or architectural fees associated with installing a foundation on unsuitable soils, hauling/trucking or accommodating ground water.

5.5 SITE DRAINAGE

Description

The scope of site drainage can vary considerably depending on the existence and extent of municipal storm water management. Some municipalities have prepared plans or require a Builder's drainage plans to comply with a limited or comprehensive plan for storm water management. Of these municipalities, some may require only storm sewers while others may require downspout conductors to conduct water directly from the gutters and downspouts to the storm sewer. When a home site is wet before construction begins, it will be wet after construction, especially in areas not affected by construction. In the immediate vicinity of the house your Builder must ensure that surface water drains away from the house upon completion of final grade.

Standards and Limitations

Site drainage in residential construction is in accordance with the individual topographical (topo) plan for your lot and possibly the master grading plan and limited to:

- Establishing positive surface water drainage away from the foundation
- Reestablishing any drainage ditches or swales affected by construction and /or within the construction area
- Complying with municipal drainage plans where applicable for storm sewers, downspout conductors, swales, etc.

Site Work

The ground shall be graded around the foundation walls, over utility trenches, or in other filled areas to provide for proper drainage away from the home in accordance with the Residential Code of Ohio (RCO)

The yards shall have grades and swales that provide for proper drainage away from the home in accordance with the RCO.

Standing water is normal after heavy rain, especially in the predominantly clay soil found in Northeast Ohio. Further, standing water should be expected without question in flat, poorly drained soils, especially in wet seasons.

Builder's Responsibility

The Builder is responsible for ensuring proper drainage within 10 feet around the home; the Builder will establish necessary grades and swales within the property if the work is included in the contract. Standing water should not remain for extended periods (generally no more than 48 hours); within 10 feet of the home after a rain, except in swales that drain other areas or in areas where sump pumps receive discharge. In these areas a longer period can be anticipated (generally no more than 72 hours). Water may stand longer during periods of heavy rains, especially when heavy rains occur on successive days. No grading determination will be made while frost or snow is on the ground or while the ground is saturated.

Homeowner's Responsibility

The Homeowner is responsible for the maintenance of drainage swales, field tile, or yard drains. Additional site drainage needs are determined largely by landscaping plans and the individual's desires. The Homeowner is further

responsible for any obstruction created by his/her landscaping and filling any settlement after the landscaping is installed. Additionally, it is very important for you to review and understand the topo and how it affects existing and proposed grades.

5.6 GRADING

Description

The **existing grade** describes the site topography before construction as measured in feet above sea level.

The **rough grading** is usually established on completion and backfill of the foundation and is a rough distribution of soil to an approximate final grade elevation using existing onsite soils.

The **final grade** describes the site topography on completion of all grading prior to landscaping as measured in feet above sea level. This grading is completed after all construction activity is finished to establish the final grade. It is not a landscape-ready grade. Alterations to site topography are allowable while final grade is being conducted, and positive fall occurs away from the foundation, as long as it meets and follows the master grading plan.

The **landscape-ready grade** is established by your landscaper in preparation for seed or sod, landscaping beds or topsoil. It should not change the final grade and must not go above the established damp proofing / waterproofing.

Standards and Limitations

Grading is limited to the area disturbed by construction and provides for proper water drainage away from the house and to comply with local and state governmental requirements. The Builder is not responsible for landscape-ready grading unless it is in your contract.

Builder's Responsibility

The Builder is responsible for installing a proper final grade that establishes positive water surface drainage away from the house, backs up the driveway, sidewalks, and patios provided by the Builder; reestablishes any swales affected by construction; and complies with storm water drainage plans where applicable.

The Builder cannot be responsible for changes or alterations to the final grade once it is complete. Normally, relatively dry ground is required for establishing a proper final grade. Should wet or winter weather conditions prevent the proper installation of the final grade before substantial completion; the Builder will complete the final grade as soon as possible with respect to weather and scheduling.

Homeowner's Responsibility

The Homeowner is responsible for maintaining the final grade to ensure positive surface water drainage from the house. Seed or sod and landscaping must be installed as soon as possible to prevent weed growth and erosion, and silt build-up in swales. The silt build-up can render swales useless.

Wet basements or crawl spaces are usually a result of inadequate surface water drainage. Proper grading is essential to provide and maintain a dry basement or crawl space. Most grading problems result from changes or alterations made during landscaping. It is important to avoid building up landscaping beds, sidewalks and patios above the damp proofing / waterproofing on the foundation and not to alter the grade. If you raise the grade, you must raise the damp proofing / waterproofing as well.

5.7 LANDSCAPING

Description

Landscaping consists of installation of trees, shrubs, beds, seed or sod lawns, and all fine grading and preparation. Design, scope, and cost are determined by the individual homeowner's imagination and budget.

Standards and Limitations

Landscaping is limited to the cosmetic treatment of the approved finish grade. It may or may not include site drainage or the establishment of additional swales. The Builder cannot warrant plant life or growth after installation.

Builder's Responsibility

The Builder is responsible for completing work in accordance with the terms and conditions specified in the contract documents. If installed by the Builder, the Builder is responsible for landscaping until substantial completion. Due to the nature of living plants, the Builder cannot be responsible for any landscaping after substantial completion.

Homeowner's Responsibility

The Homeowner is responsible for the maintenance and care of all landscaping after substantial completion, including proper irrigation, pruning, cutting, fertilizing, topsoil, mulching, and replacement of failed plantings. Annual inspections of sprinklers, back flow protectors, may be required by local and state or state government or utility company.

5.8 SETTLEMENT

Description

Settlement is the inevitable result of backfilling an excavation or trench with the soil that was originally removed. It should be expected around foundations, along sewer, gas, water, and electrical trenches; and in any fill area. Settlement is the result of the ground consolidating to its original density. The settlement of the ground depends in large part on the weather. Heavy, saturating rains encourage rapid settlement.

Standards and Limitations

Soil settles naturally during the course of construction. In residential construction, Builders commonly backfill with the excavated soil, unless otherwise dictated by the local and state governmental authority.

Builder's Responsibility

The Builder is responsible to fill the settlement area to final grade at time of occupancy or as soon as weather permits. If the area under exterior concrete settles but concrete does not and a void occurs, the Builder may elect to fill the void with suitable material of its choice.

Homeowner's Responsibility

The Homeowner is responsible for repairing settlements after substantial completion. In addition, the Homeowner is responsible for repairing grass, shrubs, plantings, downspouts, utility connections, concrete and other hard surfaces supplied by others affected by settlement.

SECTION 6: WATER / SANITARY SEWER / STORM WATER

6.1 SEWER

Description

Sanitary sewers consist of underground pipes that transport discharged household waste water to a sewer treatment plant. Storm sewers transport ground water and storm water to a point of discharge.

Standards and Limitations

Storm and sanitary sewers should be installed in accordance with local and state governmental requirements. It is recommended that Homeowners carry sewer back-up and flood insurance as part of their standard Homeowner's insurance.

Builder's Responsibility

The Builder is responsible for installing sanitary and storm sewers in a manner acceptable to the local and state governmental authority. If a back-up occurs during the warranty period, the Builder is responsible to clear the back-up one time and to make sure that the lines flow freely.

Homeowner's Responsibility

The Homeowner is responsible for the maintenance and operation of the sewers on the property after approval by the local and state governmental authority. It is strongly recommended that the homeowner purchase additional sewer back-up and flood insurance in addition to their homeowner policy. Homeowners may also consider, and may be required by their mortgagee, to carry flood insurance.

6.2 SEPTIC

Description

To protect the health, safety, and welfare of the general public, county and state government authorities determine the design of septic systems. Individual septic system design is determined by the county health department after an office and field review of topography, soils, percolation test results, etc., in consultation with soil professionals and septic installers. Your septic system is designed to handle all household sewage in accordance with local and state governmental requirements under normal circumstances and subject to proper maintenance.

Standards and Limitations

Septic systems shall be installed in accordance with local and state governmental requirements.

Septic system performance cannot be guaranteed because of numerous variables beyond design control and/or installation, including, but not limited to, variances in family size, household water use, maintenance, and landscaping. It is recommended that homeowners carry sewer backup insurance as part of their standard Homeowner's insurance. Wet basements and crawl spaces as a result of changes in grade; in addition of landscaping, sidewalks and patios are not the Builder's responsibility and not warranted.

Builder's Responsibility

The Builder installs the system as designated and can warrant only that the septic system will be installed subject to the approval of the county health department and in accordance with its design standards. Builders cannot assume further responsibility due to the multitude of variables involved.

Homeowner's Responsibility

The Homeowner is responsible for any service, maintenance, alterations, or annual inspection if required by local, state or government agency following an approved initial installation.

6.3 SUMP PUMPS

Description

Sump pumps are installed in locations that do not have sufficient gravity fall to drain storm or sanitary sewers by gravity. Often, a sump pump is installed in a crock or large bucket where a rise in water levels triggers its operation. The sump pump system pumps water to a predetermined point where gravity can take over the draining process.

Standards and Limitations

Sump pump warranties are provided by the manufacturer. To ensure proper operation, the sump pump must be cleaned and maintained regularly. It is recommended that homeowners carry sewer backup insurance as part of their standard Homeowner's insurance

Builder's Responsibility

The Builder is responsible only for the proper installation of the sump pump and the initial crock cleaning.

Homeowner's Responsibility

The Homeowner is responsible for periodic cleaning, maintenance, and replacement of the sump pump as necessary. It is recommended that a battery back-up is installed to further protect your home in the event of a short-term power outage. Longer term power outages may require a back-up generator.

6.4 INDIVIDUAL WATER WELLS (Public Water Systems and Private Water Wells)

Description

An individual water well system consists of a well, well pump, pressure tank, water line and where desired or required water treatment equipment.

Standards and Limitations

A properly maintained well should operate in accordance with local and state code requirements. The plumbing system shall be designed in accordance with the prevailing plumbing code. It should deliver water at the expected water pressure based on the pressure supplied to the home. If the water source is from a public source or a well supplied by the consumer, then the contractor has no control over the pressure thus no responsibility.

Builder's Responsibility

The Builder is responsible to install an individual water well system in accordance with local and state governmental regulations and the contract specifications. The Builder makes no representation regarding water quantity or quality.

Homeowner's Responsibility

The Homeowner is responsible for any water treatment equipment required or desired and the maintenance of the well water system.

SECTION 7: BASEMENTS, CRAWL SPACES AND FOUNDATIONS

Description

Following completion of the excavation and related site work, the Builder begins construction of the foundation. A concrete footer is formed to serve as the supporting base for foundation walls. The footer is formed and poured directly into the soil. The foundation walls are built on top of the footer and transfer the weight of the home to the footer. Foundation walls are usually masonry block or poured concrete. Specific measures are used to damp proof / waterproof a basement to prevent potential water leakage. These measures include, but are not limited to:

- Applying damp proofing / waterproofing compounds to the exterior surface of foundation walls to grade.
- Installing perforated plastic pipe drain tile below the outside edge of the footer to collect and route water away from the foundation.
- Placing stone over the drain tile backfilling the foundation walls to prevent clogging of the perforations as required by the local and state governmental authority.
- Grading the lot away from the foundation to encourage water to drain away from an addition and to prevent excessive moisture from accumulating against basement walls.

While these steps reduce the likelihood of exterior moisture penetration, you may detect basement moisture caused by condensation, especially in corners and seams. Condensation develops when warm, moist air comes in contact with cooler surfaces. Most below-grade basements maintain temperatures in the 50-degree range. A dehumidifier can minimize condensation and is recommended during summer months.

Hairline cracks may develop in your basement walls as a result of settling. Do not be alarmed; hairline cracks are common and usually nonstructural.

Standards and Limitations

The Builder will install your basement in accordance with local and state governmental requirements and will damp proof or waterproof the exterior walls in accordance with your contract.

Cracks are inherent and should be expected in basement and crawl space walls due to the nature of masonry block and concrete. Cracks may be vertical, diagonal, horizontal, or stepped in masonry joints. The only cracks considered under warranty claims are cracks that permit water penetration or other cracks that exceed ¼" in width at top of or below the damp proofing or waterproofing line or as specified below.

A. *General*

- The diagonal of a triangle with sides of 12 feet and 16 feet shall be no more than 1 inch more or less than 20 feet when measured from the top of the foundation wall at the time of installation.
- No point in the level of a foundation shall be more than ½ inch higher or lower than any point within 20 feet when measured from the top of the foundation wall at the time of installation.

B. *Concrete Block Basement and Crawl Space Walls*

- Block concrete walls shall not be out of plumb greater than 1 inch in 8 feet when measured from the base to the top of the wall at the time of installation.
- Block concrete walls shall not bow in excess of 1 inch in 8 feet at the time of installation.

C. *Poured Concrete Basement and Crawl Space Walls*

- Finished concrete walls shall not be out of plumb greater than 1 inch in 8 feet when measured vertically at the time of installation.
- Concrete walls shall not bow in excess of 1 inch in 8 feet when measured from the base to the top of the wall at the time of installation.

D. *Structural Columns, Posts or Piers*

- Exposed wood columns shall not bow or be out of plumb for more than 3/4 inch in 8 feet at the time of installation.
- Exposed concrete columns shall not be installed with a bow in excess 1 inch in 8 feet or be out of plumb in excess 1 inch in 8 feet at the time of installation.
- Masonry columns or piers shall not be constructed out of plumb in excess 1 inch in 8 feet at the time of installation.
- A steel post shall not be constructed out of plumb in excess 3/8 inch in 8 feet when measured vertically at the time of installation.

Builder's Responsibility

The Builder warrants that the foundation was installed in accordance with local and state governmental requirements. Within the warranty period, foundation wall cracks that leak water; are in excess of 1/4" in width and/or walls, columns, posts or piers that bow or are out of plumb in excess of the standards described above will be repaired in a workmanlike manner, in accordance with the Builder's discretion as to means and methods. Builder is not responsible for consequential damages. Damages for water leakage are limited to the warranty provided by the waterproofing contractor and may otherwise be covered by the Homeowner's insurance. Any foundation leaks above the damp proofing and waterproofing are not covered by the warranty.

Homeowner's Responsibility

The Homeowner should not alter any grade in a manner that directs water toward the foundation. In addition, the Homeowner should not raise the grade around the foundation above the basement waterproofing nor cover exposed brick or stone, and/or veneer. The Homeowner is responsible for controlling proper basement humidity. If a crack or leak occurs during the warranty period, the Homeowner should notify the Builder immediately.

SECTION 8: FRAMING

Description

Framing is the construction of the house shell, walls, floors, and ceilings. Typically, framing materials are made from wood or steel. Local and state governmental requirements, contract documents and engineering requirements determine the minimum size, spacing and grade of joists, stud walls, bearing walls, sheathing, decking, and roof trusses or rafters.

Standards and Limitations

Local and state governmental requirements and manufacturer requirements, blueprints and contract documents establish the framing structure standard for a specific house. All wood framing products are susceptible to shrinkage, expansion, warping, splitting, waning or checking. Slight bows in walls, minor ridges/depressions in flooring, etc., are common and are to be expected. Reasonable deviations from plans and specifications during framing to accommodate products or design imperfections and to improve the structural integrity of the home are common and to be expected.

8.1 INTERIOR FLOOR CONSTRUCTION

Totally squeak-proof floors and walls cannot be guaranteed. The nature of the wood and construction methods makes it practically impossible to eliminate all squeaks during all seasons. Fastening loose subflooring with casing nails into carpet and counter sinking the head is an acceptable method of repair.

A. Subfloors

- Subfloors will not have more than a 1/4 inch ridge or depression within any 32-inch measurement at the time of installation.
- The subfloor should not slope more than 1/2 inch in 20 feet at the time of installation.

8.2 WALLS AND FRAMING

A. Walls

- Walls shall not be installed resulting in a bow or depressions that equal or exceed 1/2 of an inch out of line within any 32-inch horizontal measurement as measured from the center of the bow or depression or 1/2 of an inch within any eight-foot vertical measurement at the time of installation.
- Walls shall be installed to be level, plumb and square to all adjoining openings or other walls within 3/8 of an inch in any 32-inch measurement at the time of installation.

8.3 RAFTERS & CEILINGS

Roof Structure

- A rafter or ceiling joist bows (up or down). Bows greater than 1 inch within 8 feet are excessive.

Roof Sheathing

- Roof sheathing should not bow more than 1/2 inch in 2 feet. Under certain viewing conditions and light, minor irregularities in the roof sheathing may be observed. This may be particularly apparent or truss framing with asphalt shingles.
- Laminated roof sheathing may delaminate and is not recommended; delamination is not covered under the warranty

Builder's Responsibility

- The Builder is responsible for constructing the framing shell in accordance with local and state governmental requirements, blueprints and contract documents. The Builder will repair or replace any structural framing member in a workmanlike manner that does not meet the performance guideline. The Builder will repair the affected rafters or joists that bow in excess of the performance guideline.

In the event of a floor or wall squeak, the Builder will refasten or take corrective action of any improperly installed or loose subfloor to attempt to reduce squeaking to the extent possible within reasonable repair capability without removing floor or ceiling finishes or moving furniture.

Homeowner's Responsibility

The Homeowner is responsible to use and furnish the home within its design standards and load bearing capacities. The homeowner should not modify the framing or structural members of the home. It is the Homeowner's responsibility to maintain proper humidity levels within the home. By not maintaining the proper humidity levels, the following may occur: Wall and floor squeaks; tile floors cracking, wood floors separating, and caulk loosening where applied etc.

SECTION 9: PLUMBING

Description

The plumbing system comprises three (3) basic components – supply lines, waste lines, and fixtures. Supply lines bring water to the fixtures. Waste lines remove water and waste and discharge them to a city sewer or a septic tank. Fixtures include sinks, tubs, toilets, etc. Plumbing standards, as detailed in the Residential Code of Ohio, shall apply when applicable according to the RCO.

Plumbing is installed in two (2) phases. During the rough-in phase, supply and waste lines are installed throughout. During the finish phase; fixtures are installed and connected to supply and waste lines.

- Because of the flow of water and pipe expansion/contraction, the water piping system may emit some noise. However, the pipes should not make the pounding noise called *water hammer*.
- A faucet should not leak and the Builder will stop or replace a leaking faucet if the Builder provided the fixture.

Standards and Limitations

The Builder installs the plumbing system in accordance with local and state governmental requirements. A local and state government official inspects and approves the system installation at the completion of each phase to ensure that it has been installed to meet plumbing standards as detailed in the Residential Code of Ohio (RCO) code requirements.

Builder's Responsibility

The Builder is responsible for the plumbing installation. The Builder must correct any leaks that develop during the warranty period in accordance with the Limited Warranty. The Builder makes no representation regarding water quantity, quality or pressure.

Homeowner's Responsibility

The Homeowner is responsible for maintaining all fixtures in accordance with manufacturer's guidelines. Maintenance items include, but are not limited to, the following:

- Shutting off outdoor hose connections during freezing weather
- Disconnecting hoses from outdoor connections during freezing weather
- Annually test pressure relief valve
- Annually inspect the expansion tank; keep and maintain water levels in drain line traps
- Follow all manufacturers' requirements

SECTION 10: HEATING AND COOLING

Description

The heating, ventilation, and air conditioning system (HVAC) is installed, inspected, and approved in accordance with local and state governmental requirements. Interior Climate Control standards, as detailed in the Residential Code of

Ohio, shall apply when applicable according to the RCO.

Different types of heating systems are available. The most common types are forced-air, radiant baseboard, and hot water systems. Forced-air systems predominate. Regardless of fuel source – gas, electricity, oil, propane, or geothermal power – the principles of forced-air are the same.

As of this writing, the local outdoor winter design conditions are taken at 6 degrees Fahrenheit for heat. The local outdoor summer design conditions are taken at 90 degrees Fahrenheit for cooling. These design conditions may be revised by building codes from time to time and may vary from one locality to another. The local design conditions in effect for location of the home on the date the contract between Builder and Homeowner was signed shall control

Humidity Levels: Maintain proper humidity with use of humidifiers, dehumidifiers, and air conditioning levels of the functioning of your home, failure to do so may void warranty.

Standards and Limitations

A. Heating - According to Air Conditioning Contractors of America (ACCA)

- Builder shall install a heating system capable of producing an inside temperature of 70 degrees Fahrenheit when the outside temperature is 6 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor under local outdoor winter design conditions. National, state, or local energy codes supersede this performance guideline where such codes have been adopted. Work should be done in accordance with prevailing building codes.
- Up to a 6 degree temperature difference in different rooms and from floor to floor is considered acceptable per ACCA. Such temperature differences should only be measured in finished rooms. Heating standard should be met with less than 15 mph of exterior wind.

B. Cooling

- Where air conditioning is provided, according to ACCA the cooling system shall be capable of maintaining a temperature of 75 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor, under local and state outside summer design conditions. In case of outside temperatures exceeding 90 degrees Fahrenheit, a differential of 15 degrees Fahrenheit from the outside temperature will be maintained.
- All forced air systems operate with a blower that pushes air through ductwork. Temperature variations are common and should be expected. Each home is unique, and while distribution patterns and equipment are designed to meet the general standards stated above, temperature variations are normal, but may be reduced if the blower remains on throughout the heating and cooling seasons by programming the thermostat to the "fan on" position. Closed interior doors, closed registers, and dirty filters can restrict airflow and may affect the system's performance.
- Moisture can be expected to condense and/or freeze on the exterior surfaces of air handlers, lines, and ducts when the air temperature is different from the surface temperature. Condensation is most likely to occur when air handlers, refrigerant lines, or ducts are located in unconditioned locations. Condensation usually results from conditions beyond the Builder's control. Moisture in the air can condense to form water and collect on cold duct surfaces, particularly in the summer months when humidity is high.
- Up to a 6 degree temperature difference in different rooms and from floor to floor is considered acceptable. Per ACCA, such temperature differences should only be measured in finished rooms. Cooling standard should be met with less than 15 mph of exterior wind.

10.1 DUCTS AND AIR FLOW

- Ductwork should be constructed and installed in accordance with applicable mechanical code requirements. No corrective action is required by the contractor unless the duct does not comply with the prevailing building code. Metal expands when it is heated or subjected to pressure during startup and contracts when it cools. The ticking or crackling sounds caused by the metal's movement are common and normal.
- The ductwork produces excessively loud noises commonly known as "oil canning." The stiffening of the ductwork and the thickness of the metal used should be such that ducts do not "oil can." The booming noise caused by oil canning is considered excessive. The Builder shall correct the ductwork to eliminate oil canning.
- The register should be correctly installed according to the prevailing building code. No corrective action is required by the contractor unless registers are not installed according to the prevailing building code. Under certain conditions, there will be some noise with the normal flow of air even when registers are installed correctly.
- Ductwork should remain intact and securely fastened. The contractor will reattach and secure all separated or unattached ductwork.
- The ductwork should be correctly installed according to the prevailing building code and applicable mechanical code. The contractor will correct ductwork to meet the performance guideline. If the airflow is adequate to properly condition the room, no corrective action is required of the contractor.
- If radiant heat flooring is installed it should be installed according to the manufacturer's instructions. Depending on the size, shape, flooring material, manufacturer and type of radiant floor system, the number and size of cold spots in a floor will vary. A normally operating radiant floor system may include cold spots in perimeter areas and in areas between the heating sources.
- The HVAC equipment should be installed in accordance with the manufacturer's instructions and the prevailing building code.
- Condensate lines should be free of all clogs at the time of substantial completion of the project.
- Moisture can be expected to condense and/or freeze on the exterior surfaces of air handlers, lines, and ducts when the air temperature is different from the surface temperature. Condensation is most likely to occur when air handlers, refrigerant lines, or ducts are located in unconditioned locations. Condensation usually results from conditions beyond the Builder's control. Moisture in the air can condense to form water and collect on cold duct surfaces, particularly in the summer months when humidity is high.

10.2 VENTILATION

Standards and Limitations

Kitchen or bath fans allow air infiltration. Bath and kitchen fans should be installed in accordance with the manufacturer's instructions and prevailing building code requirements and perform in accordance with the manufacturer's specifications. It is possible for outside air to enter the home through a ventilation fan. The dampers in most fans do not seal tightly. It is possible for the damper to be lodged open due to animal activity (including nesting in the outside opening), or the accumulation of grease, lint, and other debris. Maintenance or ventilating fans is the Homeowner's responsibility and the Homeowner should make periodic inspections to assure the proper flow of air.

- Registers should not protrude more than 1/16 inch from a smooth wall or ceiling surface at the time substantial completion of the project.

- Registers and vents may deflect over time. This can result in gaps occurring between the vents or register and the wall or ceiling. As long as the vent or register is securely attached, this is not a warranty item.

Builder's Responsibility

The Builder is responsible for installing an HVAC system that meets the above standards and limitations. The Builder warrants that your home's newly installed HVAC system shall operate as designed for a period of one year. After one year, the warranty is the manufacturer's warranty.

Equipment installed shall be determined by heat loss and heat gain calculations derived from the plans and specifications of the specific structure by the recommendation of the HVAC contractor. Interior Climate Control standards apply as detailed in the residential code of Ohio (RCO).

In the event the HVAC system does not meet these standards and limitations, the Builder will correct the heating system to provide the required temperature in accordance with the performance guideline or applicable code requirements.

Under certain conditions, some vibration may occur with the normal flow of air when air handlers and furnaces are installed correctly.

The Builder will correct the items according to the manufacturer's instructions and prevailing building code requirements.

The Builder should correct clogs in condensation lines existent before substantial completion. If a clog occurs after substantial completion of the project, no corrective action is required of the Builder.

The Builder will repair leaking refrigerant lines or fitting during the warranty period and recharge the air-conditioning/heat pump unit, unless the damage was caused by the Homeowner's actions or negligence.

Homeowner's Responsibility

Maintaining proper humidity levels is the Homeowner's responsibility and if not maintained properly may void warranties. The Homeowner is also responsible for maintaining equipment in accordance with manufacturers' guidelines to ensure system quality and efficiency. The Homeowner is responsible for balancing dampers, registers and other minor adjustments to achieve their desired temperatures in certain rooms. The homeowner is responsible for regularly changing filters (*see Homeowner's Maintenance Schedule*).

The Homeowner's manual, if any, supplied by the manufacturer details the maintenance required for HVAC system filters, humidifiers, air cleaners, pilot lights, etc. improperly maintained filters, for example, may result in inefficient performance, system failure and may void any warranties. Humidifiers, if provided, moisturize the home's air during the winter months.

As outside temperatures change, the Homeowner must adjust the humidifier to control and maintain proper humidity levels. Shrubs, fences, decks, etc., should not be placed too close to the air conditioning unit in order to prevent obstruction of the airflow. If a humidifier is provided, the Homeowner is responsible for general maintenance and regular changing of filters. Purchasing an extended warranty on your HVAC system is recommended.

Debris in the furnace or air handler could cause the unit to become out of balance and vibrate. It is the Homeowner's responsibility to keep units clear of debris.

Condensation lines will eventually clog under normal use. The Homeowner is responsible for checking and maintaining clear lines if the buyer changes or replaces any Builder supplied HVAC equipment

Maintenance or ventilating fans is the Homeowner's responsibility and the Homeowner should make periodic inspections to assure the proper flow of air.

SECTION 11: ELECTRICAL

Description

The house electrical system is tied into the public power source either underground or overhead.

During the rough-in stage, the Builder installs the wiring, breaker panel and boxes for switches and receptacles.

During the finish stage, the Builder installs switches, receptacles, wall plates, fans and lighting fixtures and connects any appliances. The house is energized, tested and any new breaker panels are labeled.

The Ground Fault Circuit Interrupter (GFCI) and Arc Fault Circuit Interrupter (AFCI) are important safety devices in the electrical system. Its purpose is to provide protection against electrical shocks. The Builder or electrical subcontractor installs the GFCIs and AFCIs in accordance with local and state governmental regulations in areas such as kitchens, bathrooms, basements, garages, and the outdoors. The GFCI has a reset button located on the outlet but may also trip the breaker in the panel box. The AFCI is located in the panel box.

Standards and Limitations

The Builder installs the electrical system in accordance with the local and state governmental official who inspects and approves the system upon completion. GFCIs and AFCIs should perform as intended and will be installed and tested in accordance with prevailing electrical codes during warranty period.

Electrical standards, as detailed in the Residential Code of Ohio, shall apply when applicable according to the RCO.

AFCIs are installed to protect bedroom *circuits* and all other habitable areas of a residence. GFCIs protect outlets in wet areas (e.g., bathrooms, kitchens, garages, laundry, exterior, etc.) Because outlets protected by GFCIs may be connected in a series, it may not be readily apparent that an inoperative convenience outlet is the result of a tripped GFCI in another room (not necessarily in the electrical panel). Both ground fault and arc fault circuit interrupters are sensitive devices that detect ground fault and arc fault conditions and consumers occasionally will experience nuisance tripping. The most common causes of nuisance tripping by AFCIs are damaged cords or plugs on consumers' lamps, small appliances, or other devices. The consumer should pay particular attention to refrigerators and freezers, vacuums, exercise equipment, etc.

Breakers may trip as a result of the following:

- Overloaded circuits by the Homeowner
- Short circuits attributable to faulty cords or electrical devices.
- Power surges
- AFCIs and GFCIs may trip due to a variety of reasons such as overloaded circuits by the Homeowner such as short circuits attributed to faulty cords, electrical devices, and/or static electricity. The Builder cannot replace the receptacle or the breaker due to these reasons.

Builder's Responsibility

The Builder is responsible for the installation of the electrical system in accordance with the local and state governmental requirements including the Residential Code of Ohio (RCO) where applicable. Manufacturers warrant lighting, fixtures, lightbulbs, and appliances.

Tripping is to be expected; however, the Builder will repair or replace GFCI, AFCI or circuit breaker components that frequently trip or fail due to component failure or incorrect installation during warranty period. If it is determined that tripping is caused by a specific consumer product, the Builder is not responsible to replace or repair.

Homeowner's Responsibility

The Homeowner must occasionally maintain the electrical system, which is generally trouble-free. Maintenance items include the following:

- Replacing burned-out light bulbs
- Replacing faulty electrical cords and appliances
- Monthly testing of the GFCI's to ensure proper operation
- Annually changing of batteries in smoke and carbon monoxide detectors

SECTION 12: INSULATION & AIR INFILTRATION

Description

Insulation is a thermal barrier and assists in maintaining relatively constant temperatures inside the home. The most common types of insulation are fiberglass, cellulose, and foam-based materials. Weather stripping made of metal, plastic or other pliable material is used to limit air infiltration around doors and windows.

Standards and Limitations

Insulation must be installed in accordance with applicable energy and local and state governmental requirements. Some settling may occur with blown and batt insulation over time.

Interior Climate Control

Interior Climate Control standards, as detailed in the Residential Code of Ohio, shall apply when applicable according to the RCO.

- The Builder should install insulation according to R-values designated in the contract documents or as required by local and state building codes.
- If foam or cellulose insulation appears to sag or shrink away from the cavity during the warranty period, the shrinkage/sagging should not be more than 1/2 inch at the top and 1/8 inch on the sides. The contractor will correct insulation to meet the performance guideline.
- Some space is created by the shrinkage of the framing members and not the insulation, and, is both expected and acceptable to some extent.

12.1 AIR INFILTRATION AND DRAFTS

Standards and Limitations

Weather stripping should be installed and sized properly to seal the exterior door when closed. Windows will be installed per the manufacturer's instructions. Some infiltration is usually noticeable around doors and windows.

In high wind areas or at times of high wind or temperature differentials inside the home and outside, there may be noticeable air movement around a closed door's perimeter or window. Doors must have gaps at their perimeter to accommodate expansion and contraction due to variations in temperature and/or humidity and to enable the door to operate over a wide range of environmental conditions. Weather stripping seals the gaps required for proper operations to prevent excessive air infiltration. A small glimmer of light seen at the corners of the door unit is normal.

- Electrical outlets and switch boxes on exterior walls may allow air to flow through or around an outlet into a room, as allowed by prevailing building code. No corrective action is required by the Builder, except to conform to the prevailing building code.
- The temperature or humidity of the home may change when external exhaust systems and/or fireplaces are operated. No corrective action is required by the Builder. Most central systems expel air to the outside (i.e. out of the home). This results in partial vacuum that causes outside air to be drawn into the home to make up for the expelled air. The introduction of unconditioned outside air may be perceptible.

Builder Responsibility

The Builder is responsible for installing the insulation and weather-stripping according to plans and specifications in the contract and in accordance with local and state governmental requirements. The Builder will correct to meet the performance guideline.

Homeowner's Responsibility

Do not remove or compress the insulation as installed. If insulation is disturbed after delivery of the home, the homeowner is responsible for any necessary corrections. Appliances provided or installed by the homeowner may alter the air requirements for the home and air infiltration.

After periods of high wind, the homeowner should inspect attic insulation for disturbance and correct if necessary.

Weather stripping should be inspected, kept clean, maintained, replaced when worn and otherwise by the homeowner. To increase energy efficiency, the consumer may elect to install foam insulation pads under switch and outlet plates to help decrease drafts.

SECTION 13: DRYWALL

Description

Drywall is applied in various sized sheets attached by nails, and/or screws in accordance with manufacturer's instructions. Joints are taped, bedded and finished. Nails, screwheads and cornerbead get two coats. Ceilings, closets and garages may be textured or painted pursuant to your contract documents. Then both joints, nails, screwheads are sanded and ready for flat latex paint.

It is recommended that wallpapering be deferred for a 12-month period to allow for any settlement and shrinkage cracking that may occur. This time period is commonly referred to as the break-in period for a home.

Standards and Limitations

In this type of construction, the Builder makes reasonable efforts to minimize the necessary joints where sheets butt together. No installation, however, can completely conceal joints. Any wall imperfections visible from a standing position facing the surface at a distance of 6' under normal lighting conditions are considered excessive. Critical lighting areas due to accent lighting or natural lighting may reveal wall imperfections, and/or natural shadowing. This is inherent and unavoidable. Regardless of workmanship, jointing can be detected upon careful inspection, or if the lighting is angular.

The use of satin or higher sheen paints will increase the potential for visible wall joints, seams and slight imperfections. It is recommended that the Homeowner "upgrade" to a Level 5 drywall finish when satin or higher sheen paints are desired to reduce, but not eliminate the visibility of imperfections. Slight "imperfections" such as nail pops, seam lines, and cracks are common in gypsum wallboard installations. This may occur and should be expected as the house acclimates but can persist due to expansion and contraction of materials if humidity levels are not maintained.

- A drywall surface shall not have a bow or depression that equals or exceeds 1/4 of an inch out of line within any 32-inch horizontal measurement as measured from the center of the bow or depression or 1/2 of an inch within any eight-foot vertical measurement at the time of installation.
- A ceiling made of drywall shall not have bows or depressions that equal or exceed 1/2 of an inch out of line within a 32-inch measurement as measured from the center of the bow or depression running parallel with a ceiling joist or within 1/2 of an inch deviation from the plane of the ceiling within any eight-foot measurement at the time of installation.
- A drywall surface shall not be out of level (horizontal), plumb (vertical) or square (perpendicular at a 90-degree angle) such that there are variations in those measurements to wall or surface edges at any opening, corner, sill,

shelf, etc. shall not equal or exceed 3/8 of an inch in any 32-inch measurement along the wall or surface at the time of installation.

Builder's Responsibility

The Builder will return to repair any drywall imperfections identified at delivery; walkthrough; and/or orientation of the home which fall outside the above standards and limitations. The Builder will make subsequent repairs in a workman like manner, in accordance with the Builder's discretion as to means and methods. The Builder will return one time during the warranty period to repair drywall defects, resulting from shrinkage or settlement (i.e. nail pops, cracked corner bead, and tape joint), however, the Builder is not responsible to re-paint or touch-up drywall or remove and/or replace any wallcoverings repairs.

Perfect color and texture matches cannot be expected. If the Builder provides touch-up paint, perfect color and texture matches cannot be expected to or for the affected area.

Homeowner's Responsibility

Cracks, nail pops, etc., beyond Builder's single responsibility to return during the warranty period are a Homeowner's maintenance responsibility. Touch-up paint is the homeowner's responsibility.

SECTION 14: FINISH TRIM CARPENTRY

Description

Finish trim carpentry involves the installation of doors, casing, baseboards, railings, and other millwork.

Standards and Limitations

Natural variations in wood graining and color are common and acceptable.

Seasonal variations in humidity can cause shrinkage or expansion of wood moldings resulting in joints to open. These usually close up in the following seasons. This is normal and can be minimized by maintaining proper humidity levels in the home.

14.1 INTERIOR FINISH

Interior Doors and Windows

- Glass in doors and windows shall not be broken due to improper installation or construction activities.
- A door shall be installed so it operates freely.
- Doors smaller than 8' in height shall not have a warp in a door panel equal or exceeding 1/4 of an inch from original dimension measured vertically, horizontally or diagonally from corner to corner, at the time of installation. Doors eight foot in height and greater are taller and will not have a warped panel 3/8"
- A door shall be installed so it is plumb and level.
- A metal door shall not be dented or scratched due to construction activities.

14.2 INTERIOR STAIRS

- The maximum vertical deflection of an interior stair tread shall not exceed 1/8 inch at 200 pounds of force.
- Gaps between adjoining parts that are designed to meet flush shall not exceed 1/8 inch in width.
- Gaps between interior stair railing parts shall fit tight without gaps.

- Due to uninterrupted lengths of the railing, variations in wood species, design of component parts and design of the handrail system.
- Interior stair railings should be installed in accordance with applicable building codes.

14.3 TRIM AND MOLDINGS

- An interior trim joint separation shall not equal or exceeds 1/8 of an inch in width or shall not separate from adjacent surfaces equal to or in excess of 1/8 inch and all joints shall be caulked or puttied.
- Gaps between mitered edges in trim and molding shall not exceed 1/8 inch, due to construction activity.
- The interior trim shall not have surface damage, such as scratches, chips, dents, gouges, splits, cracks, warping or cupping, at the time of installation.
- All nail holes shall be filled and finished, unless the nails holes were left unfinished due to a design decision or were intended to be left unfinished.

Builder's Responsibility

The Builder is responsible for completing the finish trim work in accordance with the Contract documents and to local and state governmental requirements. Doors and windows shall further be installed in accordance with manufacturers' specifications. Doors and windows that stick during the warranty period shall be adjusted by the Builder to function in an operational manner. The Builder will secure any railing parts that loosen with normal use to meet the performance guidelines.

Homeowner's Responsibility

The Homeowner is responsible for controlling and maintaining the proper humidity and temperature level in the home. Railings are designed to protect an individual while stepping up and down a stairwell or falling from an elevated location. Damages caused by the Homeowner from pulling, swinging, hanging, or sliding on railings may loosen the rail system and the Builder is not responsible for repair of such.

SECTION 15: PAINT AND STAIN

INTERIOR PAINT AND STAIN

Description

Interior paint provides the decorative finish to your home's walls and woodwork. The need for repainting is basically cosmetic and determined by the level of wear and tear of the occupants. All painted woodwork is caulked and putty. Stained woodwork is not caulked and all nail holes are filled with similar color match putty.

Standards and Limitations

Most flat latex wall paint is not washable. Spot touch-up painting, if required, may be noticeable as painted surfaces fade over time with exposure to sunlight and normal wear and tear. Stain color and shading will vary considerably upon application to different types of wood and within the same species of wood. While stain enhances the natural beauty of wood, it also emphasizes the variations in wood, both natural and manmade. A uniform shade in color cannot be achieved by staining. If color uniformity is desired, it must be painted.

15.1 INTERIOR WALL FINISH

Paint, Stain, and Varnish

- The surface being painted shall not show through new paint when viewed from a standing position facing the surface at distance of 6 feet under normal lighting conditions.
- Paint spatters shall not be readily visible on walls, woodwork, floors, or other interior surfaces when viewed

from a standing position facing the surface at distance of 6 feet under normal lighting conditions.

- Brush marks, roller marks, and lap marks will not be readily visible on interior painted surfaces when viewed from a standing position facing the surface at distance of 6 feet under normal lighting conditions.
- Interior painted, varnished or finished surface shall not be scratched, dented, nicked or gouged due to construction activities.

Builder's Responsibility

The Builder is responsible to complete interior painting in the area according to the Contract documents.

Touch-up painting by warranty repair will be color matched as closely as possible. Touch-up or repair painting is limited to the area of repair only not the entire surface. Due to differing applications such as a brush, spray or roller, color or texture matching cannot be guaranteed.

Homeowner's Responsibility

The Homeowner is responsible for all interior painting, caulking and touch-up subsequent to the Builder's completion of the items noted on the punch list generated at the final walk-through.

15.2 EXTERIOR PAINT AND STAIN

Description

Exterior paint and stain provide the decorating and protective finish to your home's exterior. All exterior penetrations should be caulked to prevent any moisture or water infiltration.

Numerous products are available, in different grades, for different uses and applications per the manufacturer's recommendations.

Standards and Limitations

The ability of your paint /stain to protect exterior surface diminishes with age and exposure to climatory conditions and sunlight. To protect your investment in your home, you should repaint /re-stain if it appears "weathered." Exterior paint/stain should be reapplied per the manufacturer's specifications or more frequently or as needed. Some paints/stains offer longer exposure before repainting. Everything exposed to climatory conditions and/or sunlight fades.

Builder Responsibility

The Builder is responsible to paint/stain the exterior of the home per the contract specifications. The Builder should also caulk, putty, or fill any exposed nail holes, voids or areas where moisture or water infiltration may occur.

Touch up painting/staining required by warranty repair will be color matched as closely as possible. Touch up painting / staining is limited to the area of repair only. Perfect color matching cannot be guaranteed.

Homeowner's Responsibility

The Homeowner is responsible for re-staining and repainting as required after the first year. Homeowner should check all caulking during spring and fall and re-apply as needed which may require painting and/or caulking per the manufacturer's specifications.

SECTION 16: CONCRETE / INTERIOR & EXTERIOR HARD SURFACES

Description

Concrete is a mixture of sand, aggregate, water, and cement. The strength and durability of concrete make it the most common building material of choice for basement, slabs and garage floors, patios, sidewalks, and driveways.

Standards and Limitations

The inherent characteristics of concrete make it nearly impossible to prevent cracking in slabs, walks, driveways, porches, steps and patios. As part of the curing process, concrete shrinks and cracks. Control joints may reduce the likelihood of uncontrolled cracking by directing cracks into a predetermined area. Pitting, spalling, and dusting are cosmetic defects that do not affect the structural integrity of concrete.

The durability and strength of concrete depends on the base conditions, materials mixture, and placement of materials, curing time, temperature, humidity, sun and wind.

16.1 INTERIOR CONCRETE SLABS

- Concrete slabs within the structure are designed to move at control joints.
- Concrete floors in living areas and garages shall not have pits, depressions, or areas of unevenness that exceeds 3/8 inch in 32 inches at the time of installation, except where the floor or a portion of the floor has been designated for drainage purposes.
- There shall not be standing water greater than 1/4 inch in depth remaining on the surface 24 hours after a rain or the last snow/ice melt or water occurrence at the time of installation.

16.2 EXTERIOR HARD SURFACES

Driveways and Sidewalks

The sole purpose of a driveway is to provide access to the house under a variety of weather conditions. Drives can be constructed of a variety of materials that produce a hard surface, including stone, asphalt, concrete, or brick pavers. The choice of material is based strictly on appearance, price, and maintenance considerations where not dictated by local and state governmental requirements or deed restrictions.

Residential drives are designed for automobile traffic. They are not designed to carry heavy loads such as moving vans, heavy trucks or heavy equipment. Construction practices are usually regulated by local and state governmental requirements and site conditions and should be specified in the contract document. Puddling on flat sites and other imperfections may occur and are normal.

Driveways can be straight, curved, circular, or winding. They may be single or double-width and lead to a front, side, rear entrance or garage. The design, layout, width, and material finish are typically specified in the building contract.

- There shall not be standing water greater than 3/8 inch in depth remaining on the surface 24 hours after a rain, at the time of installation.
- Cracks (outside of control joints) shall not exceed 1/4 inch in width, from the time of installation through the warranty period.
- Adjoining exterior concrete flatwork sections shall not deviate in height by more than 1/2 inch during the warranty period unless the deviation is intentional at specific locations such as garage door openings.
- Stoops and steps should not settle, heave, or separate in excess of 1 inch from the home structure. If stoop or steps have settled, heaved, or separated from the home structure, the Builder will use his or her best judgement in making a reasonable and cost-effective effort to meet the performance guideline.
- A color match between repaired areas, or concrete poured at different times, should not be expected.

Builder's Responsibility

The Builder is responsible for the proper installation of concrete in terms of its base, placement, and mix of concrete as determined by the Contract documents and local and state governmental requirements. Expansion and control joints

are installed to help control cracking. The Builder finishes the concrete in accordance with its personal preference, blueprints, or local and state governmental requirements unless specifically addressed otherwise in the contract. The Builder cannot warrant the concrete against cracking, pitting, spalling or dusting.

The Builder is responsible for the installation of the construction drive and finish drive per contract specifications, subject to certain limitations concerning materials.

Any cracking greater than 1/4" in horizontal or vertical displacement, the Builder will repair the affected areas with materials designed to fill cracks in concrete. Any adjoining concrete that deviates more than 1/2" in height shall be repaired to meet performance guidelines by means of replacement, grinding, filling, or lifting with materials to meet the current standards at Builder's discretion

Asphalt

The Builder will only repair the affected area to meet the performance guideline using materials designed to fill cracks in asphalt areas. A color match between repaired areas, or asphalt poured at different times, should not be expected.

Homeowner's Responsibility

Do not use deicing agents. All deicing agents increase the frequency of freeze/thaw cycles and contribute to spalling which may increase the likelihood of harm to concrete finishes and void the warranty and erode natural stone finishes.

Homeowners are advised not to allow any large trucks or vehicles, including moving vans on hard surface driveways and not to park vehicles on hard surface driveways during winter months in the same location, to the fact that it increases the risk of spalling in that area due to deicing agents from roadways. Do not park vehicles on asphalt or hard surfaces for extended periods of time as this will tend to cause depressions in the asphalt

Sealing exterior concrete surfaces between each winter may reduce moisture penetration and risk of spalling. If your concrete has not been sealed, it is highly recommended that you seal the exterior concrete prior to the first winter season. It is also recommended to seal your concrete drive prior to every winter season.

The Homeowner is responsible for maintaining the driveway.

- **Stone** – the addition of materials and proper grading to correct rutting or erosion.
- **Asphalt** – the application of sealant to protect against gas/oil spills and weather damage.
- **Concrete** – the application of sealant to reduce the probability of spalling due to moisture penetration.

SECTION 17: EXTERIOR FINISHES

Description

The exterior finish of your home may consist of brick, block, and stone, cultured stone, stucco, aluminum, steel, vinyl, wood, or a combination of these materials as specified in the building contract.

Standards and Limitations

EXTERIOR FINISH-

A. Masonry including Brick, Block and Stone

- A masonry wall shall not bow in an amount equal to or in excess of one inch when measured from the base to the top of the wall, unless the 1" variation was a design decision. The standard set forth in this subsection does not apply to natural stone products or manmade products such as cultured stone.
- A masonry unit or mortar shall not be broken or loose.

- A masonry mortar crack shall not equal or exceed 1/8 of an inch in width.
 - Masonry shall not have dirt, stain or debris on the surface due to construction activities.
 - Mortar shall not obstruct a functional opening, such as a vent, weep hole or plumbing cleanout, or flashing drain.
 - Masonry shall be cleaned in accordance with the written installation instructions of the manufacturer.
- B. **Brick, Block, Stone and Parged Coatings** – Random variations in color, size, spacing, and patterns are normal and should be expected. Cracks and surface chips are inherent in brick and stone and are not a defect.
- C. **Stucco, Parged Coatings and Similar Finishes** – Surface imperfections and small shrinkage cracks are normal. Exterior stucco walls may not match when applied on different days or under different environmental conditions.
- D. **Aluminum, steel, and vinyl** – These exterior finishes are the most common. They are, however, the most susceptible to damage from impact. Some waviness in aluminum or vinyl siding is expected. Waves or similar distortions in aluminum or vinyl lap siding are considered excessive only if they exceed 1/2 inch in 32 inches. A piece of siding should not be more than 1/2' off parallel in contiguous courses within a 20' measurement. An edge or gap between adjacent panels exceeding 3/16" is considered excessive unless prescribed by manufacturer's installation instructions.
- E. **Wood and Wood Composite, or Cement Board Siding** or any combination. Under normal weathering conditions, cracking, splitting, or checking can be expected, is normal and inherent in the product. Some waviness in wood or wood composite or cement board siding is expected. Waves or similar distortions in aluminum or vinyl lap siding are considered excessive only if they exceed 1/2 inch in 32 inches. A piece of siding should not be more than 1/2' off parallel in contiguous courses within a 20' measurement. Panel to panel, the butt joint should not be greater than 1/4" lower or higher than the adjacent panel.

Builder's Responsibility

The Builder is responsible for installing the exterior finishes in accordance with the manufacturer's specifications. The Builder is responsible for repairing any cracks greater than 1/4 inch in brick, block, and stone finishes and 1/8 inch in parged coatings during the warranty period. Any siding or soffit that comes loose under normal weather conditions during the warranty period can be re-installed or replaced at the Builder's discretion.

EXTERIOR FINISH

A. Wood and Wood Composite Siding

- The Builder will replace any bowed wood siding that does not meet the performance guideline and will finish the replacement siding to match the existing siding as closely as practical.
- The Builder will repair gaps that do not meet the performance guidelines.
- The Builder will reinstall siding to meet the performance for straightness and will replace with new siding any siding damaged during removal.
- The Builder will repair as necessary to meet the performance guidelines by filling with appropriate filler. Touch-up paint may not match the surrounding area.
- The Builder will repair or replace any boards that do not meet the performance guideline.
- The Builder will repair siding boards that do not meet the performance guidelines by filling with appropriate filler. Touch-up paint may not match the surrounding area.
- The Builder will remove stains that do not meet the performance guidelines.

B. Aluminum or Vinyl Siding

- The Builder will correct any waves or distortions to comply with the performance guidelines by reinstalling or replacing siding as necessary.
- The Builder will reinstall trim as necessary to comply with the performance guidelines.
- The Builder will reinstall siding to comply with the performance guideline and will replace with new siding any siding damaged during removal.
- The Builder will install trim as necessary to cover the nails and will install proper trim accessories to avoid face nailing.
- One time only during the warranty period, the Builder will repair or re-caulk, as necessary, to eliminate the separation.
- The Builder will ensure that the appropriate trim/accessory is installed to eliminate potentially revealing site cuts. If cuts in siding panels are so uneven that they are not concealed by trim, the panel will be replaced.
- The Builder will correct the spacing to meet the performance guideline.

C. Cement Board Siding

- Cracked or chipped cement board will be repaired or replaced as necessary, as determined by the Builder
- The Builder will correct or repair improperly fastened boards. Overdriven nail heads or nails driven at an angle can be filled with siding manufacturer's specified product.

D. Masonry and Veneer

- The Builder will repair cracks in excess of the performance guideline by tuck pointing, patching, or painting, as deemed most appropriate by the Builder. The Builder should not be responsible for color variation between the original and new mortar or between the brick or stone and the pointing material.
- The Builder will repair the wall to meet the performance guideline.
- The Builder will rebuild the wall as necessary to meet the performance guideline.
- Spalling of newly-manufactured brick is covered by the manufacturer's warranty. No corrective action is required by the Builder.
- The Builder will clean the mortar stains to meet the performance guideline.
- The Builder will repair the wall to meet performance guideline, unless the water damage resulted from factors beyond the Builder's control, such as improper use of sprinkler systems, grading alterations, or any landscaping alterations by others that raises the grade or impacts the proper drainage away from the walls of the structure.

E. Stucco and Parged Coatings

- One time only during the warranty period, the Builder will repair cracks exceeding 1/8 inch in width. Caulking and touch-up painting are acceptable. An exact color or texture match may not be attainable.
- Stucco finishes are unique an exact match of color, texture, or both, may not be practical; therefore, no corrective action is required by the Builder.
- The Builder will repair areas where the coating has separated from the base in accordance to the performance guideline, unless damage resulted from factors beyond the Builder's control.
- The Builder will make necessary corrections to meet the performance building guidelines. The finish color and/or texture may not match.
- The Builder will repair, replace, or seal the rusted areas of wall.
- If water penetration is the result of a system failure and does not result from external factors, the Builder will make necessary repairs to prevent water penetration through the stucco wall system.

F. Exterior Trim

- The Builder will repair open joints that do not meet the performance guideline. Caulking is an acceptable repair.
- The Builder will repair splits by filling with durable filler. Touch-up painting may not match the surrounding area.
- The Builder will repair defects that do not meet the performance guideline by refastening or replacing deformed

boards. Touch-up painting may not match the surrounding area.

- The Builder will repair defects that do not meet the performance guideline by refastening or replacing cupped boards. Touch-up painting may not match the surrounding area.

G. Paint, Stain, and Varnish

- The Builder will finish repaired areas as indicated, matching as closely as possible.
- If exterior paint or stain has peeled, developed an alligator pattern, or blistered, the Builder will properly prepare and refinish the affected areas and match their color as closely as practical. Where deterioration of the finish affects more than 50 percent of the piece of trim or wall area, the Builder will refinish the affected component.

Homeowner's Responsibility

- A. Brick and Stone** – The Homeowner is responsible for inspecting and maintaining the mortar joints.
- B. Stucco and/or Parged Coatings** – The Homeowner should inspect the stucco finish for cracks caused by shrinkage and gaps between abutting materials and correct as required and caulk and paint as required.
- C. Aluminum, steel, vinyl, and wood** – The Homeowner is responsible for inspecting and maintaining all exterior finishes including caulking, wood siding, caulking, and painting or staining as required.
- D. Wood and Cement Board** – The Homeowner is responsible for inspecting and maintaining all exterior finishes including caulking, wood siding, and painting or staining as required.

Delaminating of the siding is covered under the manufacturer's warranty, unless the delaminating was caused by the consumer's actions or negligence. After substantial completion of the project the consumer should contact the manufacture for warranty coverage. Delaminated siding installed by the Builder shall be fixed at the time of substantial completion of the project.

Because fading is a common occurrence in paint and stains, no corrective action is required by the Builder. The homeowner should contact the siding manufacture for issues with inconsistent fading.

SECTION 18: GUTTERS AND DOWNSPOUTS

Description

Gutters and downspouts collect and direct roof water away from the home's foundation by using a surface discharge system or downspout conductor pipes.

A gutter or downspout shall not contain a leak or retain standing water at the time of installation. After cessation of rainfall, standing water in an unobstructed gutter shall not equal or exceed 1/2 of an inch in depth at the time of installation.

Standards and Limitations

The gutter should be pitched slightly, to direct water to the downspout. Gutters and downspouts should not leak during the warranty period. Unobstructed gutters should not overflow during normal rain.

Builder's Responsibility

The Builder is responsible for installing gutters and downspouts in accordance with local and state governmental requirements. During the warranty period the Builder will repair any leaks in gutters and downspouts with a sealant. If gutters and downspouts are clean and free of debris and flowing and continually overflow during normal rainfall the Builder will either increase the size of the gutter; add additional downspouts or splashguard at Builder's discretion including the location of all of the above.

Homeowner's Responsibility

The Homeowner is responsible for removing leaves and debris from gutter and downspout. Homeowner may add a heating element to gutters and downspouts, if necessary, to help prevent ice formation.

SECTION 19: WINDOWS AND GLASS

Description

The windows in your new home have been selected in accordance with the design and style of the house. Builders use various types of windows selected according to specific buyer and market needs. Common window types are wood windows, either painted or clad with aluminum or vinyl on the exterior; aluminum windows; or all-vinyl windows.

Standards and Limitations

Windows should be installed according to manufacturer's recommendations and local and state governmental requirements. All windows in your home should operate with reasonable ease per the design of the manufacturer. Each window is designed to fit into a specific opening in project during construction. Most communities have local and state code requirements for egress that the Builder must adhere to. Operating windows may include screens.

- Glass should not be broken, and screens and hardware should not be damaged or missing at the time of substantial completion of the project. Screens included in the original contract will be installed.
- Window installation should be performed in accordance with manufacturer's specifications so that water does not intrude beyond the drainage plane of the window during normal rain conditions. Windows should resist water intrusion as specified by the window manufacturer.
- Leakage at the glazing interface is covered under the manufacturer's warranty. Windows have a limited ability to resist excessive wind-driven rain but should perform according to manufacturer's specifications.
- Glass surfaces should not have scratches visible from 10 feet under *normal lighting* conditions at the time of acceptance of the home.
- If integral J channel is broken as part of the window, it may be repaired or removed and replaced with siding J channel at Builder's choice.
- Wood windows should be painted /stained or sealed; each window manufacturer provides their individual warranty.

Builder's Responsibility

The Builder is responsible for the proper installation of the windows. The manufacturer warrants the windows. If window leaks or there is a seal failure during the warranty period, the Builder will repair or replace in accordance with the manufacturer's warranty. If caulking comes loose or separates from the frame and adjoining material, the Builder will re-caulk. The Builder will repair or replace any scratched glass surface if noted prior to substantial completion of the project.

- The Builder will correct any deficiencies attributed to improper installation. Any deficiencies attributed to the window unit's performance will be addressed by the window manufacturer's warranty.

Homeowner's Responsibility

The Homeowner is responsible for keeping weep holes clean of debris as they are designed to allow wind-driven rain to be diverted from the window sill. Any window leak or seal failure after the Builder's warranty period, the Homeowner should contact the window manufacturer directly.

- Broken glass, missing or damaged screens or missing or damaged hardware reported after acceptance of the home are the Homeowner's responsibility.

The Homeowner is responsible for normal and manufacturer's suggested maintenance, including, but not limited to:

- Cleaning
- Caulking, staining, painting, and sealing as required
- Lubricating moving parts

SECTION 20: DOORS

Description

Doors are made from a variety of materials including wood, vinyl, metal, fiberglass, and glass.

Standards and Limitations

Builders use various types of doors selected according to your existing home or based on the requirements of the contract. The original finish on interior, exterior, garage and door hardware wears with normal use and exposure to weathering. With few exceptions, exterior door hardware finishes are not warranted against corrosion resulting from the harsh effects of weathering, the acidity of rains, and ultra-violet light.

20.1 Interior Doors

- Glass in doors and windows shall not be broken due to improper installation or construction activities.
- A door shall be installed so it operates freely. So as not to stick or bind
- A door shall not have a warp in a door panel equal or exceeding 1/4 of an inch from original dimension measured vertically, horizontally or diagonally from corner to corner, at the time of installation.

20.2 Exterior Doors

Exterior doors shall be installed in accordance with the written installation instructions of the manufacturer. Once installed in accordance with manufacturer's instructions, exterior doors should operate with reasonable ease. All doors should be painted or sealed.

- An exterior door shall not be dented or scratched due to construction activities.

20.3 Garage Doors

Garage doors are not designed to be weather tight. Light will be visible and water may accumulate in the weather lip and should be expected.

- A metal garage door shall not be dented or scratched due to construction activities.
- A garage door opener, if provided, shall operate properly in accordance with manufacturer's specifications.
- A garage door shall remain in place at any open position, operate smoothly and not be off track, at the time of installation.
- Radio Towers and electronic equipment may affect the operation of garage door openers. Builder will use its best effort to resolve the issues.

20.4 Door Hardware

Door hardware is available in many styles and finishes from a variety of manufacturers. It is designed to be attractive, functional, and reasonably maintenance-free.

Builder's Responsibility

The Builder is responsible for the proper installation of all doors and door hardware. The door manufacturer provides its own product warranty. If a door is dented or scratched, builder may repair the dent or scratch or replace the door, at Builder's option. Radio towers and electronic equipment may affect the operation of garage door openers. Builder will use its best effort to resolve the issues. During the warranty period, the Builder will repair or replace any door that does not operate freely.

Excluding any deterioration of the finish, the Builder is responsible for the proper installation and operation of hardware during the warranty period.

Homeowner's Responsibility

To ensure proper performance of doors, the Homeowner is responsible for normal maintenance including:

- Cleaning
- Replace weather stripping as needed due to wear and tear,
- Checking hinge pins
- Lubricating moving parts
- Adjusting for normal settlement and warpage

Normal settlement and warpage is inherent in all doors. The manufacturer's warranty specifies the acceptable tolerance for settlement and warping.

The Homeowner is responsible for normal maintenance to keep hardware in proper operating condition. This includes tightening, lubricating, and lacquering as required to ensure proper operation. For lubrication, powdered graphite is recommended over lubricating oils, which may hold dust and dirt.

SECTION 21: FLOORING

21.1 HARDWOOD FLOORING

Description

Hardwood flooring is available in laminated veneer or solid hardwood in a variety of wood species such as oak, maple, ash and cherry. It is available in parquet, strips or planks and other varieties.

Solid wood is available in a variety of grades. The lower grades will show more knots and grain color to give it more character. The clearer grades show fewer knots and less graining. Grade selection is determined by the look you choose to achieve.

Hardwood flooring is available both unfinished and prefinished.

Standards and Limitations

No hardwood floor is resistant to scratches and dents. Wood flooring is subject to expansion and contraction due to changes in humidity and temperature. This can be controlled by maintaining proper humidity levels, however, shrinkage and cracking should be expected and is normal and acceptable. Floor protectors are recommended for tables and chairs. Avoid high heeled shoes, floors are particular susceptible to high heeled shoes, shoes with dirt and stones and pet nails.

- Finished floors shall not be discolored, stained or spotted due to the construction activities.
- Finished floors shall not be scratched, dented, gouged, cut or torn due to construction activities.
- At the time of delivery of the project, gaps between hardwood floor boards should not exceed 1/8 inch in width.
- Cupping or crowning in hardwood floor boards should not exceed 1/16 inch in height in a 3-inch maximum span measured perpendicular to the long axis of the board.

- Lippage greater than 1/16 inch is considered excessive
- Under normal conditions and usage, hardwood flooring should not buckle.
- Under normal conditions and usage, hardwood flooring should not lift from substrate.
- Splinters or splinters should not be visible.
- Only at the time of delivery of the project, hardwood flooring should not have scratches and dents visible from a standing position facing the surface at a distance of 6 feet under normal lighting conditions.

Builder's Responsibility

The Builder is responsible to install the hardwood flooring according to contract specifications and local and state governmental requirements. If the hardwood flooring squeaks, the Builder may attempt to either face nail or screw the hard surface and fill any resulting hole with appropriate manufacturer's recommended filler. Additionally, the Builder will repair or replace individual scratched or dented boards, discolored stained or spotted boards reported prior to the time of the acceptance of the home. The Builder is not responsible for color or pattern variations in hardwoods that may have to be repaired and replaced.

Homeowner's Responsibility

The Homeowner is responsible to maintain proper humidity levels in the home for the proper performance, care and maintenance of the floor per the installers or manufacturer's recommendations. Failure to maintain proper humidity levels may cause gapping, buckling, cupping, crowning, lippage, and separation from the substrate and may void the Builder's and Manufacturer's warranty.

Floor protectors are recommended for table and chairs. Strictly avoid wearing high heeled shoes, especially those with protruding nail heads as they can dent the floor. Any scratches, dents, gouges, cut or torn flooring reported after the acceptance of the home is the Homeowner's responsibility.

21.2 RESILIENT FLOORING

Description

Resilient flooring can include, but not limited to, vinyl, linoleum, cork, and rubber tile and related materials.

Standards and Limitations

The subfloor of your home may require an additional underlayment, usually 1/4-inch thick, installed in accordance with the manufacturer's, and installation guidelines. Resilient flooring, especially those with glossy finish, may accentuate the seam or other minor depressions or ridges in the floor or underlayment. This is usually caused by floor-joint shrinkage that is considered normal rather than structural in nature and is considered acceptable.

- Visible nail pops on floor coverings are considered excessive.
- Floor covering should be securely attached to the substrate or underlayment.
- Gaps at joints / seams in vinyl flooring should not exceed 1/32 inch in width. Where dissimilar materials abut, the gaps should not exceed 1/16 inch.
- Bubbles resulting from trapped air and that protrude higher than 1/16 inch from the floor is considered excessive.
- Patterns at seams between adjoining pieces should be aligned to within 1/8 inch.
- Resilient floor tiles should be securely attached to the substrate.

- The corners of adjoining resilient floor tiles should be aligned to within 1/8 inch. Misaligned patterns are not covered unless they result from improper orientation of the floor tiles.
- Any color variation that is readily visible from a standing position facing the surface at a distance of 6 feet under normal lighting conditions is considered excessive.

Builder's Responsibility

If resilient flooring lifts, bubbles, becomes unglued, or falls outside the above performance guidelines - the Builder will repair, replace or correct only the affected area at its option during the one-year warranty period. The Builder is not responsible for color or pattern variations in floor coverings that may have to be repaired and replaced. The Builder will repair or replace individual resilient products that fall outside the above standards and limitations other than discolored, stained, scratched, gouged throughout the warranty period

- The Builder will repair the nail pops that are visible.

Homeowner's Responsibility

Color, pattern and size variations in repaired, corrected, or replaced resilient floors should be expected. High heels, chairs and tables without proper protection devices can dent, tear and damage resilient flooring.

The Homeowner is responsible to maintain proper humidity levels in the home for the proper performance, care and maintenance of the floor per the installers or manufacturer's recommendations. Failure to maintain proper humidity levels may cause gapping, buckling, cupping, crowning, lippage, and separation from the substrate and may void the Builder's and manufacturer's warranty.

Floor protectors are recommended for table and chairs. Strictly avoid wearing high heeled shoes, especially those with protruding nail heads as they can dent the floor. Any scratches, dents, gouges, cut or torn flooring reported after the acceptance of the home is the Homeowner's responsibility.

The Homeowner should take special precautions to prevent water damage. It is the Homeowner's responsibility to maintain caulk along any tub and shower floor joints.

21.3 HARD-SURFACE FLOORING

Description

Hard-surface flooring includes, but is not limited to, ceramic tile, quarry tile, slate, conglomerates, granite and marble. The materials vary in thickness and are available in a variety of shapes and sizes.

Standards and Limitations

Local and state governmental requirements or common practice demonstrate that a variety of underlayment installation techniques are acceptable. Manufacturer's installation specifications should prevail. Due to wood shrinkage, it is normal for floor joists to crown slightly causing minor imperfections in the floor.

- Tile, brick, marble or stone flooring should not be broken or loose.
- Cracks in grouting of tile joints commonly result from normal shrinkage conditions. Cracks that result in loose tiles or gaps in excess of 1/16 inch are considered excessive
- The use of an *elastic substance*, grout caulk, at junctures between tile and other materials is often more effective than grout and is considered an acceptable method of repair.
- Lippage greater than 1/16 inch is considered excessive, except where the materials are designed with an irregular height such as handmade tile or tile larger than 13x13 inches.

- After the grout or mortar has cured, any color variation that is readily visible from a standing position facing the surface at a distance of 6 feet under normal lighting conditions is considered excessive.
- Grout or mortar cannot be expected to match exactly in repaired areas.
- Any color variation that is readily visible from a standing position facing the surface at a distance of 6 feet under normal lighting conditions is considered excessive.

Builder's Responsibility

The Builder is responsible for repairing or replacing installed flooring that falls outside the above standards and limitations. Ceramic tile should not crack or become loose during the one-year warranty period. The Builder should replace any cracked tiles and re-secure any loose tiles unless the defect was caused by the owner's negligence. The Builder is not responsible for discontinued patterns, size or color variations.

The Builder will replace broken tiles, bricks, marble or stone flooring and re-secure loose tiles, bricks, marble or stone, unless the flooring was damaged by the consumer's actions or negligence. One time only during the warranty period, the Builder will repair grout only once to meet the performance guideline. The Builder is not responsible for color variations or discontinued color grout. The Builder will repair lippage in the affected areas to meet the performance guideline.

Homeowner's Responsibility

Cracks in the grout of ceramic tile joints are commonly due to normal shrinkage conditions and can be expected. Re-grouting of these cracks is an owner's maintenance responsibility within the life of the home. The Homeowner is responsible for regrouting these joints after the Builder's one-time repair.

The Homeowner is responsible to maintain proper humidity levels in the home for the proper performance, care and maintenance of the floor per the installers or manufacturer's recommendations. Failure to maintain proper humidity levels may cause hard surface flooring to crack or come loose, cupping, crowning, lippage, and separation from the substrate and may void the Builder's and manufacturer's warranty. Grout cracking underlayment separation from the substrate may void the Builder's and Manufacturer's warranty.

SECTION 21.4 CARPET

Description

Carpeting is available in a variety of styles, grades, textures, color and materials. Most carpeting includes padding of various levels of quality. The Homeowner's choice of padding may affect the performance of the carpet.

Standards and Limitations

Carpet is pieced together and some seams may be noticeable, but may grow less visible with use and vacuuming.

- When stretched and secured properly, wall-to-wall carpeting should not unfasten, loosen or separate from the points of attachment.
- Gaps of 1/8" of the backing at the seams are considered excessive.
- Fading or discoloration should be covered by the manufacturer's warranty.
- Fading or discoloration may result from pet stains, consumer spills on the carpet, or exposure to sunlight, or from the consumer's failure to properly maintain the carpet will likely not be covered by the manufacturer's warranty.

- Carpet for a room should be ordered and installed from a single manufacturer's dye lot. Carpet shade variance is the manufacturer's responsibility.
- When viewed under normal lighting conditions, carpet may have the appearance of color variations. These differences may result from the direction of the carpet nap or from fibers being crushed on the roll. Over time, vacuuming will make the appearance more uniform.
- Since carpet padding comprises a number of materials of various densities and feel, there may be an inconsistent feel even with adequate coverage.
- Matting will occur in high traffic areas and fiber loss should be expected

Builder's Responsibility

The Builder is responsible for the installation of the carpet according to manufacturer specifications. It is not unusual for carpet seams to be visible from a standing position. The Builder will correct gaps at backing carpet seams greater than 1/8" and the Builder will re-stretch or re-secure the carpeting as necessary to meet the performance guideline.

Homeowner's Responsibility

The Homeowner should save any scraps left in the home for future repairs, if necessary. Frequent vacuuming prolongs carpet life. Homeowners should take proper care and clean spills, pet stains, etc. in a timely manner. Homeowners should clean and maintain carpet according to the manufacturer's recommendations – warning – applying protective products may void manufacturer's warranty.

SECTION 22: FIREPLACES

Description

Masonry and prefabricated fireplaces are designed primarily to enhance the appearance of the room. They are not designed to be the primary heat source.

Standards and Limitations

In wood burning fireplaces, due to the high energy standards in new home's today, it is frequently necessary to open windows near the fireplace until the flue heats up upon starting a fire to increase the smoke draw up the chimney.

In direct vent fireplaces you may feel a draft or cold air around the prefab fireplace. Upon annual start-up an odor may be detected and should be expected.

Winds or obstructions such as tree branches may result in insufficient ventilation. Do not use in windy conditions and remove obstructions where practical.

22.1 FIREPLACE AND WOOD STOVE

- A masonry chimney shall be installed with the amount of separation from the main structure not exceeding ½ inch in any 10-foot vertical measurement.
- A fireplace door shall operate properly. Fireplace doors shall meet evenly and shall not be out of alignment from one another in an amount equal to or exceeding 1/8 of an inch in any direction.
- A fireplace shall not have a gas leak, at the time of installation.
- Gas logs shall be positioned in accordance with the manufacturer's specifications.
- A fireplace or chimney shall draw properly, at the time of installation.

Builder's Responsibility

The Builder is responsible to install the fireplace according to contract specifications and in accordance with manufacturer's installation instructions and with local and state governmental and manufacturer's regulations.

Homeowner's Responsibility

In wood burning fireplaces, the Homeowner is responsible for the proper use, care and operation of the fireplace. Before starting a fire, check that the damper is open. Heat the flue with small fire to create a positive draft. Use screens or glass doors to protect against sparking. Use seasoned hardwoods to minimize creosote build-up. When provided on a wood burning fireplace, gasketed doors shall be reinstalled by the Homeowner after usage per the manufacturers' recommendation.

Heat and flames from normal fires can cause cracking, a simulated firebrick panel can crack, and rust can be observed on the fireplace damper and there is no corrective action required by the Builder.

In direct vent or vent less fireplaces, check that the pilot is lit, check the batteries in the remote if provided, and check that the gas line and the electronic automatic ignition are in the "on" position.

When direct vent fireplaces are in use, the glass and surround area will become extremely hot – do not touch or place items in close proximity. Additionally, homeowners should review manufacturer's specifications on placement of electronics above or near fireplace. Homeowner is responsible for cleaning glass front.

SECTION 23: ROOFING

Description

Several types of roof materials are available, including asphalt, fiberglass, wood, tile, slate, or metal. The most common materials are the seal-down asphalt or fiberglass shingles. Some shingles must go through one summer before they completely seal together. Once shingles have summered, the shingles become more wind resistant but will not be completely wind resistant in all weather conditions.

- At the time of installation, water shall drain from a built-up roof within two hours after cessation of rainfall at the time of installation. The standard does not require that the roof dry completely within the time period.
- A roof tile shall not be cracked or broken and no shingle shall be broken so that it detracts from the overall appearance of the home at the time of installation.

Standards and Limitations

The roofing materials must be installed in accordance with the manufacturer's guidelines and local and state governmental requirements. From time to time attic vents may be covered with snow and/or ice which does not allow proper attic ventilation, thus condensation will occur and drip, creating the appearance of a roof leak.

23.1 ROOF VENTS

- Attic vents and louvers properly installed should not leak water. Infiltration of wind-driven rain and snow are not considered leaks and are beyond the Builder's control.

23.2 ROOF COVERINGS

- Roofs and flashing should not leak under normal conditions.
- Shingles shall be rated for the wind zone of the project and shall be installed in accordance with the applicable prevailing building code and the instructions provided by the manufacturer on the packaging of the shingles.
- Color variations should be expected when shingle repair or replacements are made.

It is not uncommon for nails to withdraw from the framing because of temperature variations. The Builder can re-drive or remove and replace nails that withdraw from the framing. Any resulting holes should be sealed or the shingle should be replaced. Homeowner is advised that replacement shingles may not match existing shingles.

Builder's Responsibility

The Builder is responsible for the installation of the roof material in accordance with the manufacturer's guidelines and local and state governmental requirements. The manufacturer warrants the product. Inadequate performance of the roofing materials must be promptly brought to the attention of the manufacturer as required by the warranty. The Builder is not responsible for failure due to ice and snow conditions or for weather related condensation that forms in the attic.

The Builder will repair or replace improperly installed vents as necessary to meet the performance guideline.

The Builder will repair any verified roof or flashing leaks not caused by ice buildup, leaves, debris, abnormal weather conditions, or the Homeowner's actions or negligence.

If wind speeds, including microbursts, exceed the shingle rating, any damage is not a warrantable issue. This damage should be covered by Homeowner's insurance.

The Builder will make corrections as necessary to meet the performance guidelines. Color variations should be expected when shingle repair or replacements are made.

Nails should not loosen from roof sheathing enough to rise through roof shingle surface. The Builder will make corrections as necessary to meet the performance guideline which may be limited to repairing the holes caused by the nail head with a sealant.

Builder will repair any roof or flashing leaks and damages to the structure of the home, and material installed by the Builder that were caused by those leaks.

Homeowner's Responsibility

The Homeowner is responsible for the care and maintenance of the roof during and after the warranty period, including:

- Preventing ice dams and excessive ice or snow build-up in the gutters, this can lead to water infiltration as water alternately freezes and thaws; any interior damage or around vents (as this may cause a failure in attic ventilation and the formation of condensation in the attic) caused by this occurrence is the Homeowner's responsibility.
- It is the homeowner's responsibility to keep the roof drains, gutters, and downspouts free of ice, leaves, and debris.
- Keeping the roof free of tree limbs, leaves, or other debris that can affect product performance
- Exercising care not to damage roof materials when walking on the roof
- Repairing damage caused by unusually high winds or severe weather conditions. This damage should be reported to the Homeowner's insurance company.
- To maintain the caulking on brick flashing through the life of the home

SECTION 24: DECKS

Description

Outdoor decks are added to homes to create additional living space. Different deck materials require various measures of protection to maintain and prolong their structural integrity and finish.

Standards and Limitations

Pressure treated decks should be sealed, painted, or stained after the first few months of exposure to prevent extensive cracking, splitting, chipping, or warping. There are a wide variety of deck materials used for structural and finished

components of a deck and each has specific manufacturer's guidelines.

Wood and Composite Decks

- At the time of substantial completion of the project, the space on opposite sides of individual deck boards should not differ in average width by more than 3/16 inch unless otherwise agreed upon by the consumer and the contractor.
- The spaces will naturally tend to change over time because of shrinkage and expansion of individual board. The contractor is only responsible for correct spacing at the time of substantial completion of the project.
- No point on the deck surface should be more than ½ inch higher or lower than any other deck surface point within 10 feet on a line parallel to the home, or in proportional multiples of the preceding dimensions (unless a slope is incorporated in the design).
- At the time of substantial completion of the project, splits, warps and cups in wood decking boards, railings and/or pickets should not exceed the allowances established by the official grading rules issued by the agency responsible for the lumber species specified for the deck boards.
- Fasteners should not protrude from the floor of the deck at the time of installation.
- Fasteners should be driven or screwed flush when the deck is installed, but they may pop from a wood deck over time as the wood shrinks and expands.
- Deck railings should be attached to structural members in accordance with the prevailing building codes.

Builder's Responsibility

The Builder is responsible for the proper installation of the deck according to the design and specifications in the contract and local and state governmental requirements. The Builder will realign or replace decking boards to meet the performance guideline. The Builder will repair the deck as necessary to meet the performance guideline. The Builder will replace decking boards, railing and/or pickets as necessary to meet the performance guideline.

One time only during the warranty period, the Builder will reinstall fastener that protrude from the floor of the deck so that the heads are flush with the surface. The Builder will repair deck railings as necessary to meet the performance guideline.

Homeowner's Responsibility

The Homeowner is responsible for protecting the deck from weathering by painting, staining, sealing, or cleaning as required by the manufacturer. Refer to manufacturers' guidelines for proper deck maintenance.

SECTION 25: CAULKING

Description

Caulking prevents exterior air and moisture infiltration. Exterior caulking requires regular inspection for maintenance. The type of caulking varies with the materials used on the home's exterior, i.e., brick, wood, aluminum, or vinyl.

Interior caulking may be applied for cosmetic purpose or as standard practice on painting woodwork. Caulking provides moisture protection around bathtubs, showers, exterior windows and doors and sinks and where countertops and backsplashes meet. Caulking is typically a flexible material that shrinks and separates over time. Interior caulking requires regular inspection.

Standards and Limitations

Exposure to varying weather conditions, changes in humidity, and the normal shrinkage of building materials may cause

caulking joints to separate. Exterior caulking should be checked twice a year in the spring and fall (*see recommended HBA Homeowner Maintenance Schedule*).

- Neglect of caulking maintenance in areas exposed to moisture can result in damage and mold growth within the walls or surrounding areas.

Builder's Responsibility

The Builder is responsible for the initial application of caulking as necessary. Upon request, the Builder may demonstrate proper caulking techniques for normal maintenance.

Homeowner's Responsibility

The Homeowner is responsible for inspecting and maintaining the caulking. Regular inspection of ceramic tile corners in bath and shower enclosures, exterior windows and doors and other exterior caulked areas and around backsplashes provide ample time for corrective action. Neglect of cracks in caulking in normally wet areas can result in product failure within the walls.

SECTION 26: RESIDENTIAL (KITCHEN) APPLIANCES

Description

Residential appliances include, but are not limited to, ranges, ovens, cook tops, microwave ovens, refrigeration equipment, dishwasher, icemakers and food disposals.

Standards and Limitations

All electrical appliances must meet United Laboratories (UL) standards and all gas appliances must meet American Gas Association (AGA) standards. Appliances purchased through the Builder will be installed by the Builder per the manufacturer's instructions. If appliances are purchased by the Homeowner, the installation of the appliances will be the Homeowner's responsibility including electrical, plumbing and gas supply, venting, any necessary drilling and cutting, and sizing, adding shelving and/or trim.

Builder Responsibility

The Builder is responsible for installing appliances in accordance with manufacturer's guidelines. The Builder should provide the Homeowner with the manufacturer's specifications and operating, maintenance, and warranty instructions for each appliance. Appliances are warranted directly by the manufacturer's service agent.

Homeowner Responsibility

The Homeowner is responsible for the proper use and maintenance of each appliance in accordance with the manufacturer's operation and maintenance guidelines.

The Homeowner should contact the manufacturer directly for warranty and/or service.

SECTION 27: COUNTERTOPS

Description

Some of the materials used for countertops include laminate, cultured marble, granite, and synthetic stone.

Standards and Limitations

Countertops must be securely installed to the cabinet and applied backsplashes must be sealed to the countertop.

- At the time of acceptance of the house countertops should be free of scratches visible from 6 feet under normal lighting conditions. Minor imperfections and scratches will be more visible in dark, glossy tops.
- Countertops should not be more than 3/8 inch in 10 feet out of parallel with the floor.

- At the time of acceptance of the house cracks greater than 1/32 inches in width are considered excessive.
- At the time of acceptance of the house, chips greater than 1/32 inches in width are considered excessive.
- Seams may be visible and especially noticeable with certain countertop materials and darker finishes. No corrective action is required by the Builder.
- A granite, marble, or stone countertop should not have excessive lippage greater than 1/32 of an inch at an adjoining seam.

Builder's Responsibility

The Builder is responsible for the proper installation for a period of one year from acceptance of the house. The Builder will repair scratches in the countertop to meet the performance guideline. The Builder will make necessary adjustments to meet the performance guideline.

If a crack is found as a result of installation or the product, the Builder will repair by filling or replacing the countertop according to industry standards at the Builder's discretion.

Homeowner's Responsibility

The Homeowner is responsible for the use, care, and maintenance of countertops in accordance with the manufacturer's guidelines and industry standards. Standing, walking or placing heavy objects on countertops may cause the countertop to crack or the seams to break.

SECTION 28: CABINETS

Description

Cabinetry may be wood, laminate, or a combination of the Homeowner's selections. Wood cabinetry will exhibit variations in grain, tone, and color. As the home settles, cabinets may separate from each other as well as from walls and ceilings. Typically, the separations are minimal and do not affect the function or operation of the cabinets.

Painted cabinet products have unique characteristics that differ from other finishes but are not considered manufacturer quality defects. If there are hairline cracks, peeling or separation, these types of movement are widely accepted as normal in the kitchen cabinet industry and not considered quality defects.

Birch wood's natural grain pattern is more open and porous than maple. On painted birch, the finish will take on the texture of the birch graining characteristics and will not have a filled smooth surface.

As painted cabinet products are the finish may mellow or discolor slightly. The degree of change to the original finish color is affected by your products' exposure to natural and artificial light. This is a normal characteristic of painted furniture and cabinetry and not considered a quality defect.

Standards and Limitations

Most cabinet manufacturers provide individual warranties that address quality, workmanship, and acceptable tolerances for deviation.

- Gaps greater than 1/4 inch in width are considered excessive.
- Cabinet faces more than 1/8 inch out of line and cabinet corners more than 3/16 out of line is considered excessive.
- Door or drawer warpage should not exceed ¼ inch as measure from the face frame to the point of furthest warpage, with the door or drawer front in a closed position.

- Failing to control indoor relative humidity may cause warpage that exceeds the performance guideline. Doors or drawers that warp under these conditions are not considered defective. It is the consumer's responsibility to control temperature and humidity in the home.
- Cabinet doors and drawers should open and close with reasonable ease.
- The catches or closing hardware for cabinet doors should be adequate to hold the doors in a closed position.
- Cabinet doors and drawer fronts should not crack.
- Paint or stain on the repaired or replaced door or drawer front may not match the stain or the existing panels or drawer fronts. Grain patterns or intensity cannot be match perfectly. The contractor will use his or her best efforts to match as closely as possible the stain on the existing panels or drawer fronts. However, some species of wood will age and darken over time and an exact match may not be possible. Use of manufacturer-provided touch-up kits is acceptable to address minor imperfections and nail holes in the cabinet or trim finish. Use of additional molding or cabinet trim is acceptable to correct minor edge or wall imperfections.
- A cabinet frame, when measured diagonally from corner to corner, should not exceed a difference of more than 1/4 inch.
- Individual cabinets should not have a deviation of more than 3/16" out of level.
- Gaps between doors should not deviate more than 1/3 inch from top to bottom.

Builder's Responsibility

The Builder is responsible for the proper installation of cabinetry in accordance with the manufacturers' specifications. The Builder will repair the gap with caulk, putty, scribe molding, or will reposition/reinstall cabinets to meet the performance guideline. The Builder will correct or replace doors and drawer fronts as necessary to meet the performance guideline. The Builder will adjust or replace cabinet door hinges and/or drawer hardware as necessary to meet the performance guideline.

One time only during the warranty period, the Builder will adjust or replace door catches or closing hardware as necessary to meet the performance guideline.

The Builder will replace or repair cracked panels and drawer fronts. No corrective action is required by the Builder if the cracked drawer fronts or panels result from the Homeowner's abuse. The Builder will level cabinets to meet the performance guideline. The Builder will repair or replace the cabinet to meet the performance guideline. The Builder will adjust doors to meet the performance guideline.

Homeowner's Responsibility

The Homeowner is responsible for the use, care, and maintenance of cabinetry in accordance with the manufacturer's guidelines. This includes observing shelf-loading limits and adjusting doors, drawers, shelves, lazy Susan's, etc.

SECTION 29: WATER / CONDENSATION / HUMIDITY

Description

Condensation usually results from conditions beyond the Builder's control. Moisture in the air can condense into water and collect on cold surfaces, particularly in the winter months when the outside temperature is low. Blinds and drapes can prevent air within the home from moving across the cold surface and picking up the moisture. Occasional condensation (water) in the kitchen, bath, or laundry area is common.

It is the homeowner's responsibility to maintain proper humidity by properly operating heating and cooling systems' exhaust fans and allowing moving air within the home to flow over the interior surface of the windows.

Condensation is a year-round phenomenon, although it is more common during the winter heating and summer cooling seasons. Given that a home is typically closed up during the heating and cooling seasons, condensation may occur.

All new homes will have some condensation in the first year until the home goes through a minimum one-year heating and cooling cycle.

Standards and Limitations

The home must be ventilated in accordance with local and state governmental requirements. Water, ice, frost or condensation may be observed on the interior frame or glass surface of a window. Windows should be installed in accordance with the manufacturers' instructions and the prevailing building codes.

Builder's Responsibility

The Builder is responsible for the proper ventilation of the home according to local and state governmental requirements. Installing attic and bath ventilation should help reduce the amount of condensation within the home. The Builder cannot, however, assume responsibility for the control of condensation in the home or for any resultant damage.

Homeowner's Responsibility

The Homeowner is responsible for controlling humidity within the home. The Homeowner can take certain steps to reduce the amount of condensation and control humidity, including:

- Turn fan switch, located on the thermostat, to "on" position
- Operate your air conditioning unit in the summer time
- Turning on the exhaust fan while cooking or showering/bathing
- Inspecting the clothes dryer to ensure that it is exhausting air properly to the outside and is not obstructed
- If present, checking that the humidifier is properly set for the season
- Wiping condensation off windows surfaces to remove water and protect the window frame
- Opening any window treatment that may trap moist air between the treatment and the window
- Using dehumidifiers when necessary

It is incumbent upon the Homeowner to notify the Builder of any water intrusion and excessive condensation.

Excess Humidity Warning signs

- *Winter:* Condensation on windows
- *Summer:* Condensation on toilets, cold water supply lines, basement floor or walls

Too Little Humidity Warning signs

- Excessive shrinkage in trim work, hardwood floors, or static electricity.

SECTION 30: MOLD

Description

Mold is a fungus which occurs naturally in the environment. Mold's primary function is to decompose organic materials. Mold spores spread through the air and are found almost everywhere.

To grow, mold must find a food source, such as carpet, wallpaper, or cellulose based building materials, including drywall, wood and insulation. Mold grows best at temperatures between 40° Fahrenheit and 100° Fahrenheit. Most importantly, mold growth requires moisture. Moisture is the only mold factor that can be managed. Mold growth can be controlled by eliminating or controlling moisture. Proper home maintenance practices can limit or prevent mold

growth. If moisture is allowed to remain, in combination with food and temperature elements, mold can develop within 24 to 48 hours.

Certain types of mold may cause adverse health effects. Mold is not always harmful. The most common effects are allergic reactions. People with compromised immune systems may risk infections. Experts disagree about the level of mold exposure that may cause health effects.

Builder's Responsibility

New homes cannot be designed to exclude mold and the Builder cannot be responsible for mold after acceptance of the home.

Homeowner's Responsibility

To reduce or eliminate the occurrence of mold growth:

- Keep humidity below 40% during cold winter months.
- Vent clothes dryers outdoors.
- Ventilate kitchens and bathrooms by using exhaust fans, opening windows, or by running the air conditioning to remove excess moisture in the air. Bathroom vents should run for a minimum of 20 minutes after showering.
- Promptly clean up and dry any wet surfaces or materials. Replace any wet materials that cannot be thoroughly dried.
- Do not store organic materials in damp areas.
- Inspect your home on a regular basis. Look for discolorations or wet spots. Look for any visible signs of mold. Repair leaks immediately.
- If you find mold, identify and stop the source of moisture and clean the mold with a mild bleach solution. If mold growth is severe or returns, contact a qualified professional to assess the problem.

SECTION 31: RADON

Description

Radon is a naturally occurring gas that is caused by the radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere. Preliminary studies suggest that prolonged indoor exposure to high levels of radon gas may result in severe health consequences.

This notice serves to advise the purchaser that above average levels of radon gas may accumulate in any home, regardless of the type of home or who builds it. Because of the multitude of facts involved, it is difficult to predict whether a residence may be subject to high radon levels, unless tests to determine actual radon concentrations are conducted on a completed structure. Builder has made no investigations to determine whether there is radon gas or other environmental pollutants in the home affecting the premises, although such conditions may exist. The Builder has made no analysis or verification of the extent of the environmental or health hazard, if any, that may affect the premises or residents and **cannot** be responsible for the presence of radon.

The Homeowner may at his or her expense test for the presence of radon gas. If the test results reveal levels of radon gas in excess of the then current recommended levels, the Homeowner may then prefer to install a mitigation system.

PART II: LIMITED HOME WARRANTY

LIMITED HOME WARRANTY

THE BUILDER IDENTIFIED BELOW IS THE SOLE WARRANTOR UNDER THIS LIMITED HOME WARRANTY.

The HBA of Greater Cleveland is NOT the Warrantor under this Limited Home Builder's Warranty.

The Builder identified in this Limited Home Warranty makes no housing merchant implied warranty or any other warranties, express or implied, in connection with the sales contract or the warranted Project, and all such warranties are excluded and disclaimed, except as expressly provided in this Limited Home Warranty. There are no warranties which extend beyond the face of this Limited Home Warranty.

HBA BUILDER MEMBER /WARRANTOR. The HBA Builder Member identified below in this Homeowner Limited Home Warranty is the Builder and sole Warrantor under this Limited Home Warranty (the "Limited Warranty").

HOMEOWNER. The Limited Warranty is extended to the fee simple owner(s) (the "Homeowner") of the Home purchased directly from the HBA Builder Member. The Limited Warranty is not assignable by Homeowner.

TERM OF WARRANTY. This Limited Warranty commences on the earlier of the date of issuance of a temporary or permanent occupancy permit and terminates one (1) year after such date (the "Warranty Period").

COVERAGE OF LIMITED WARRANTY. HBA Builder Member warrants to Homeowner that during the term of this Limited Warranty the Home, including electrical, plumbing, heating, cooling and ventilation systems (exclusive of appliances, fixtures and items of equipment) will materially comply with the standards and limitations stated in the foregoing HBA Builder Member Construction Standards (the "Standards").

Appliances, fixtures, materials and other items of equipment which are warranted by the manufacturer or fabricator are not covered by this Limited Warranty.

If the Home warranted herein is for a condominium, as defined by the Ohio Condominium Act, the one (1) year Limited Warranty contained herein is not intended nor shall it be interpreted by the parties to otherwise limit statutory warranty requirements.

Consequential damages or expenses of any kind are NOT covered by this Limited Warranty.

The HBA Builder Member's total aggregate liability under this Limited Warranty is capped at the construction costs of the Home.

REMEDIES. If the workmanship or materials covered by this Limited Warranty do not materially comply with the Standards, the HBA Builder Member will, upon acknowledging the validity of a claim pursuant to Section 4, either repair or replace such defective item(s) or pay the Homeowner the reasonable cost of repairing or replacing the defective item(s). The choice to repair, replace or compensate is solely the election of the HBA Builder Member. Steps taken by the HBA Builder Member to correct defects shall not act to extend the terms or period of this Limited Warranty.

SUBROGATION. In the event the HBA Builder Member repairs, replaces or pays the Homeowner the reasonable cost of repairing or replacing any defective item covered by this Limited Warranty which is insured or warranted by other insurance or warranties, the Homeowner shall assign the proceeds of such insurance or warranties to the HBA Builder Member to the extent of the cost of the HBA Builder Member's repair, replacement or payment for such item.

Other Definitions

Except as otherwise expressly provided herein, the terms used in this Limited Warranty shall have the following meanings:

- A. **“Appliances, Fixtures, Materials and Other Items of Equipment”** - Include, but are not limited to: furnaces, boilers, oil tanks and fittings, air purifiers, air handling equipment, ventilating fans, air conditioning equipment, water heaters, all pumps, ranges (built-in and free standing), refrigerators, garbage disposals, compactors, dishwashers, automatic door openers, washers and dryers, bathtubs, sinks, toilets, faucets and lighting fixtures, roofing materials, windows, siding, doors and floor coverings.
- B. **“HBA Builder Member”** - The person, corporation, limited liability company, partnership or other business entity which erected, constructed and sold the subject Home and which is identified on the signature page of this Certificate.
- C. **“Home”** - A single or a two-family dwelling house or a cluster or condominium unit in a for sale multi-unit residential structure in which title to the individual unit is transferred to an individual in fee simple absolute under a condominium declaration.
- D. **“Systems”** - Exclusive of appliances, fixtures and items of equipment, including the following:
- (i) **“Plumbing System”** - Gas supply lines and fittings; water supply, drain, waste and vent pipes and their fittings; sewer services piping and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system.
 - (ii) **“Electrical System”** - All wiring, electrical boxes, switches, outlets and connections up to the public utility connections.
 - (iii) **“Heating, Cooling and Ventilation Systems”** - Air ductwork, steam, water and refrigerant lines, registers, connector, radiation elements and dampers.

General Provisions

- A. **RELATIONSHIP TO CONTRACT FOR CONSTRUCTION OR SALE.** In the event of a conflict this Limited Warranty shall subrogate to any or specific warranty provisions contained in the contract between Homeowner and the HBA Builder Member for the erection, construction and sale of the Home to the Homeowners pertaining to any and all claims or causes of action in any way concerning workmanship, materials or design.
- B. **DELAYS.** If the performance of the HBA Builder Member’s obligations hereunder are delayed by any event not within the HBA Builder Member’s exclusive control, the HBA Builder Member will be excused from performing until the effects of such event have been remedied. Examples of such events are acts of God, weather, governmental action or inaction, war, riot, civil commotion, sovereign conduct, availability of labor or materials, or acts of persons who are not parties of this Limited Warranty.
- C. **LEGAL RIGHTS.** This Limited Warranty affords the Homeowner and the HBA Builder Member specific legal rights with respect to claims or causes of action in any way arising from or relating to workmanship, materials or design of the Home covered hereby. Nothing in this Limited Warranty shall be construed as a waiver of, or otherwise conflict with HBA Builder Member’s right to notice and the opportunity to cure any “construction defect” prior to Homeowner’s commencement of any “dwelling action” under ORC §1312.
- D. **ENFORCEABILITY.** Should any provision of this Limited Warranty be deemed unenforceable by a court of competent jurisdiction, that determination will not affect the enforceability of the remaining provisions, which shall remain in full force and effect.
- E. **BINDING.** This Limited Warranty shall be binding on the HBA Builder Member and the Homeowner. HBA Builder Member’s obligations under this Limited Warranty shall be conditioned upon Homeowner’s satisfaction of its obligations under Homeowner’s contract with HBA Builder Member and the satisfaction by Homeowner of its obligations under this Limited Warranty.

F. **OHIO LAW.** This Limited Warranty is to be governed by and construed in accordance with the laws of the State of Ohio, together with any applicable federal law.

Exclusions

This Limited Warranty shall not extend to or include or be applicable to:

- A. Loss or damage to real property of off-site improvements which are not part of the Home covered by this Limited Warranty.
- B. Any damage to the extent it is caused or increased by:
 - (i) Negligence, improper maintenance or improper operation by anyone (including, without limitation, Homeowner) other than the Registered Builder, its employees, agents or subcontractors; or
 - (ii) Failure by the Homeowner or by anyone other than the Registered Builder, its employees, agents or subcontractors to comply with the manufacturer's warranty requirements for appliances, fixtures and items of equipment; or
 - (iii) Failure by the Homeowner to give written notice to the Registered Builder of any claims and defects within the one (1) year term of this Limited Warranty; or
 - (iv) Changes of the grading of the ground caused by anyone (including, without limitation, Homeowner) other than the Registered Builder; or
 - (v) Changes, alterations or additions made to Home by anyone other than the Registered Builder; or
 - (vi) Dampness or condensation due to the failure of the Homeowner to maintain adequate ventilation; and/or humidity levels
 - (vii) The presence of mold, radon, urea-formaldehyde or any other biological pathogen or hazardous substance or material.
 - (viii) Color Variations (Please advise as I have this in my notes)
- C. Loss or damage which the Homeowner has not taken timely action to minimize.
- D. Any defect caused by, or resulting from, materials or work supplied by anyone other than the Registered Builder, its employees, agents or subcontractors.
- E. Normal wear and tear, normal deterioration, and glass breakage.
- F. Loss or damage not otherwise excluded under this Limited Warranty, which does not constitute a material departure from the Standards by the Builder, its employees, agents or subcontractors.
- G. Loss or damage caused by or resulting from accidents, governmental action or inaction, riot and civil commotion, fire, explosion, smoke, water escape, water seepage, wind-driven water, falling trees or other objects, aircraft, vehicles, acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, changes in underground water table which were not reasonably foreseeable, radon and other natural or introduced gases, abuse of use of the Home, or any part thereof, beyond the reasonable capacity of such part for such use, or by any other external cause.
- H. Insect and/or vermin damage.
- I. Loss or damage which arises while the Project is being used for nonresidential purposes.

- J. Consequential damages including, without limitation, bodily or personal injury of any kind (including without limitation, physical or mental pain and suffering and emotional distress), medical hospital, rehabilitation or other incidental expenses, damage to personal property, or damage to any property or others.
- K. Loss or damage caused by or resulting from abnormal loading on floors, outdoor decks, trustees or roof framing by the Homeowner.
- L. Costs of shelter, transportation, food, moving, storage or other incidental expense related to inconvenience or relocation during repair or any other costs due to loss of use, inconvenience or annoyance.
- M. Any defect claim not reported by Homeowner, in writing, to the HBA Builder Member within the one (1) year term of this Limited Warranty.
- N. Defects in any property which were not included in the original Home delivered for the original final contract price of the Home.
- O. Without limiting paragraphs A through N above, examples of common exclusions are:
- (i) Nicks, chips, scratches, and dents in paint, walls, ~~woodwork~~, screens, windows, doors, floors, cabinets, countertops, sinks, fixtures, mirrors, glass, siding, etc.*
 - (ii) Interior pain, stain, or varnish.*
 - (iii) Condensation on windows, skylights, pipes, ~~commodes~~, cold-air returns, etc.
 - (iv) Damp spots on basement walls or normal shrinkage-settlement cracks.
 - (v) Interior or exterior concrete cracking, spalling or pitting.
 - (vi) Septic system performance, maintenance, or modification.
 - (vii) Water quantity or quality.
 - (viii) Shrinkage-settlement cracks in ~~woodwork~~, grout, countertops, etc.*
 - (ix) Minor depressions or standing water on asphalt or concrete drives.
 - (x) Floor squeaks.
 - (xi) Ice buildup in gutters or on roofs.
 - (xii) Clogged sewers.
 - (xiii) Longevity of trees, shrubbery and grass.

*These Items are excluded only after your acceptance of the Home.

Claims Procedures

- A. **Submission of Claims to HBA Builder Member.** Written notice of a Homeowner claim or complaint must be delivered directly to the HBA Builder Member. Such notice shall state the nature of the complaint in specific detail including applicable dates. Pursuant to Ohio Revised Code Chapter 1312, the Homeowner's notice shall further itemize any claimed "construction defect" in sufficient detail to satisfy the notice requirements thereof.

- B. **Time of Notice of Complaint.** Written notice of a complaint under the Limited Warranty must be received by the HBA Builder Member within one (1) year of the Commencement Date stated below.
- C. **Response by Builder.** The HBA Builder Member shall have a period of thirty (30) days to visit the Home and investigate the claim or complaint. Should HBA Builder Member acknowledge the validity of the warranty claim the HBA Builder Member shall have an additional thirty (30) day period in which to commence the necessary repairs or replace the defective materials. Either thirty (30) day period may be extended by the HBA Builder Member should inclement weather or the actions of others, including Homeowner, prevent access. The procedure stated herein shall be in lieu of the notice and right to cure procedure set forth in ORC Chapter 1312 should the Homeowner's claim not involve a "substantial rehabilitation" or otherwise involve a "dwelling action" as therein defined. Should ORC Chapter 1312 be applicable to the alleged warranty claim, the procedures of ORC Chapter 1312 shall control over any conflicting procedure set forth herein.
- D. **Dispute Settlement Through Mediation.** If the Homeowner and the HBA Builder Member disagree concerning the HBA Builder Member's obligations under this Limited Warranty (or the HBA Builder Member does not respond to the Homeowner's complaint), then the Homeowner or HBA Builder Member may request an informal dispute settlement (mediation) concerning such claim by submitting a request letter to the American Arbitration Association ("AAA") or a mutually agreed upon service. This letter must specifically request dispute mediation and identify the Homeowner and the HBA Builder Member, the Home Address, the defects claimed and the repairs sought. The letter requesting dispute settlement shall be accompanied by the requisite AAA or mutually agreed upon service forms and filing fee in effect at the time such request is made. Homeowner must also include a copy of the claim or complaint letter previously sent to the HBA Builder Member and a copy of this Limited Warranty. Mediation shall be conducted in accordance with AAA or mutually agreed upon service's mediation procedures. Another party may serve as mediator by mutual agreement of the Builder and Homeowner, and in such case, all references herein to AAA or mutually agreed upon service will be deemed to mean the chosen mediator or service.
- E. **Arbitration.** If the Homeowner and the HBA Builder Member cannot reach an agreement directly or through mediation, upon written request to the AAA or mutually agreed upon service, by either the Homeowner or the HBA Builder Member, may demand that any matter covered by this Limited Warranty be determined through arbitration by AAA or mutually agreed upon service as to the existence of the defect or defects claimed and the nature and cost of the repair or replacement, which arbitration shall be conducted in accordance with the AAA or mutually agreed upon service rules, to the extent that such rules do not conflict with this Limited Warranty. Another party may serve as arbitrator by mutual agreement of the Builder and Homeowner, and in such case, all references herein to AAA or mutually agreed upon service will be deemed to mean the chosen arbitrator or service. The party seeking such arbitration shall submit the requisite AAA or mutually agreed upon service forms and shall pay the AAA or mutually agreed upon service filing fee for such arbitration. Provided that the provisions of this Section are followed by the arbitrator, the arbitration decision shall be binding upon both the Homeowner and the HBA Builder Member. The arbitrator shall determine whether the claims have been timely filed within the Warranty Period before proceeding with the arbitration of the merits of such claims.

If the arbitration decision requires work to be performed by the HBA Builder Member, the time allowed by such decision for the HBA Builder Member's performance will be measured from the date the HBA Builder Member receives the written decision from the arbitrator and will be extended automatically if weather, strikes, availability of labor or materials, governmental action or inaction or other matters not within the HBA Builder Member's control interfere with such performance. The arbitrator's award shall not conflict with or exceed the terms of this Warranty.

Notices. All notices to the HBA Builder Member or to the Homeowner must be sent by certified or registered mail, postage prepaid, return receipt requested, to the recipient at the address shown for the recipient below in this Limited Warranty, or to whatever other address the recipient may so designate in writing as provided herein. Any notice required to be given hereunder shall be deemed to be received upon receipt.

PART III: HOMEOWNER MAINTENANCE SCHEDULE

Proper Maintenance of your new Home protects your investment, helps eliminate hazards and breakdowns, and ensures the safety of your family and friends.

The following maintenance program is suggested. The list is not intended to cover all requirements in every home. There may be more items you will want to check for condition and repairs. Do a little each month to help prolong the life of your *New Home*.

While you may be able to perform some of these maintenance items, we recommend that you hire a professional to perform many of the improvements or repairs for your own safety and longevity of your home.

Check your warranties to determine whether serviced by certified contractors are required to maintain your warranty. You can also check with your Builder for possible referrals of contractors or check the HBA's website, www.HBAcleveland.com for a list of professionals who may be able to assist you.

JANUARY

- Change Furnace Filter *(If Necessary)*
- Check and Manually Operate Water Heater Overflow Valve
- Check and Clean Exhaust Fans
- Check and Follow Manufacturer's Recommended Maintenance Schedule on All Appliances
- Check and Maintain Proper Humidity Levels Every Month

FEBRUARY

- Check Door Locks
- Check Window Locks
- Check and Maintain Proper Humidity Levels Every Month

MARCH

- Change Furnace Filters if Necessary
- Check Smoke Detectors and Carbon Monoxide Detectors; Change Batteries if Necessary
- Check Sump Pump for Operation *(If Applicable)*
- Clean Garage Drain Trap *(If Applicable)*
- Check and Maintain Proper Humidity Levels Every Month
- Fertilize Lawn

APRIL

- Inspect Gutters and Downspouts
- Replace Humidifier Filter *(If Applicable)*
- Check and Maintain Proper Humidity Levels Every Month
- Inspect Basement or Crawl Space for Cracks or Dampness
- Check Roof for Loose Shingles and Flashing
- Check Driveways and Walks
- Check and Manually Operate Water Heater
- Inspect and Maintain Landscaping Beds so they Remain Lower than Waterproofing
- Check Exterior Finishes and Caulking, Repaint and Re-Caulk Exterior Finishes Where Applicable
- Clean Any Yard Catch Basins of Accumulated Debris
- Check and Follow Manufacturer's Recommended Maintenance Schedule on All Appliances

MAY

- Check and Maintain Proper Humidity Levels Every Month
- Inspect Fences *(If Applicable)*
- Have Septic System Serviced *(If Applicable)*

JUNE

- Check and Maintain Proper Humidity Levels Every Month
- Inspect Exterior Air Conditioning Unit – Should Be Clear of Any Debris or Landscaping
- Check Roof for Loose Shingles
- Check Windows and Screens
- Fertilize Lawn

JULY

- Check and Follow Manufacturer's Recommended Maintenance Schedule on All Appliances
- Check and Maintain Proper Humidity Levels Every Month
- Check and Clean Dryer Vent Cover and Cage
- Check Water Overflow Valve and Manually Operate
- Fertilize Lawn

AUGUST

- Check and Maintain Proper Humidity Levels Every Month
- Inspect Driveways and Walks; Repair Cracks, And Seal Driveway
- Inspect All Concrete Surfaces for Cracks
- Inspect Doors and Locks
- Fertilize Lawn
- Check Basement or Crawlspace After Heavy Rain

SEPTEMBER

- Check and Maintain Proper Humidity Levels Every Month
- Check Exterior Finishes and Caulking; Repaint and Re-Caulk Exterior Finishes Where Applicable
- Check Fireplace Chimney and Chimney Cap
- Check Pilot Light on Gas Fireplaces
- Fertilize Lawn
- Inspect Basement or Crawl Spaces for Cracks and Dampness
- Have Furnace and Humidifier Serviced
- Check and Inspect All Interior Caulking

OCTOBER

- Check and Follow Manufacturer's Recommended Maintenance Schedule on All Appliances
- Check and Maintain Proper Humidity Levels
- Check Windows and Remove, Clean and Store Screens
- Disconnect All Hoses from Exterior Water Lines
- Check Roof Shingles and Flashing
- Check Weather Stripping on All Exterior Doors and Windows
- Inspect Septic System (If Applicable)
- Winterize Sprinkler System
- Check Drain Line and Clean Furnace Condensation
- Check and Manually Operate Water Heater Overflow Valve
- Fertilize Lawn

NOVEMBER

- Check Attic for Proper Ventilation
- Inspect All Floor Drains. Run water for at least 30 seconds in all floor drains. Run Hot and Cold Water in all Infrequently Used Plumbing Fixtures for a Minimum of 30 Seconds. i.e. or Tub Sinks, Infrequently Used Baths and Pour a Pail of Water in the Drain to Prevent Sewer Gas
- Change Furnace Filter
- Check and Clean Gutters and Downspouts

DECEMBER

- Clean or replace Furnace Filter
 - Clean Humidifier
- (Note: Furnace filter should be changed according to manufacturer's recommendations.)*