

**COLE
WEST**

HOME

LIMITED WARRANTY

Page 1 _____

Limited Warranty
Seller's Obligations
Buyer's Obligations
Other Insurance

Page 2 _____

Exclusive Warranty
Non-Transferrable
Other Warranties
Liability Limitations
Dispute Resolution

Page 3 _____

Emergency Service Requests
Regular Service Requests

Page 4 _____

Inspection and Repair Hours
Access to Your Home

Page 5 _____

Warranty Repairs
We Sometimes Say No
Service Appointment
Exterior Items
Children
Pets
Your Belongings
Surfaces
Completion Time
Missed Appointments
Manufacturer Warranties

Page 6 _____

Exclusions

Page 7 _____

Warranty Standards
Appliances
Cabinetry

Page 8 _____

Concrete
Countertops

Page 9 _____

Crawl Space
Deck
Doors - Interior

Page 10 _____

Doors - Exterior
Drywall

Page 11 _____

Electrical
Fireplace

Page 12 _____

Flooring
Gas

Page 13 _____

Heating & Cooling System

Page 14 _____

Heating & Cooling System
Insulation
Landscaping

Page 15 _____

Landscaping
Mirrors
Paint

Page 16 _____

Paint
Plumbing

Page 17 _____

Plumbing
Rain Gutters
Roof

Page 18 _____

Roof
Siding

Page 19 _____

Skylights
Structural Item
Sub-Floors
Waterproofing

Page 20 _____

Windows
Wood Trim

Page 21 _____

Warranty Service Request Form

TABLE OF CONTENTS

LIMITED WARRANTY

Congratulations on the purchase of your new home. CW _____, LLC ("Seller") extends the following Limited Warranty to the original purchaser of the home ("Buyer"). Along with your purchase come several responsibilities as a homeowner. This Limited Warranty is a binding agreement, and sets forth the terms, conditions, and limitations of warranties on your new home. This Limited Warranty commences on the date of recordation of the document transferring title of the home to Buyer and extends for a period of One-Year thereafter.

When inspected, cared for, and maintained in accordance with Seller's recommendations, Seller warrants your home to be free from defects due to noncompliance with the performance standards and conditions stated herein. Should there be any claim for failure in materials or workmanship within one year from the date this Limited Warranty becomes effective, and upon Buyer's written notice to our office regarding such claimed defect, Seller will inspect the home and will make reasonable and necessary repairs or adjustments without costs to you, subject to the limitations and conditions set forth herein. Actions taken to cure defects will not extend the period of coverage specified in this Limited Warranty or any applicable statute of limitation or repose. The Limited Warranty coverage provided herein is only subject to original installations and materials. Any modification to the home by Buyer or others performed after closing shall nullify any and all warranty for such modified areas or facilities. Please review this document carefully and ask questions of your Seller representative prior to closing on the home.

Seller's Obligations _____

If a covered defect occurs during the applicable one-year warranty period, Seller agrees to repair or replace the defective item. The choice among repair or replacement is the Seller's choice. When replacement is necessary, materials of a similar quality to the original shall be used. Any steps taken by the Seller to correct defects shall not act to extend the terms of this warranty. All covered warranty repairs by the Seller shall be at no charge to the Buyer and shall be performed within a reasonable length of time. The selection of any subcontractors required to make repairs is the sole responsibility of the Seller. Seller is obligated to restore the defective item to the condition existing immediately prior to when the defect occurred and has no obligation to bring the defective item to an as-new condition. Seller takes no responsibility for secondary damage which may be caused by the defect, including, without limitation, any attempted repairs. Seller will use best efforts to match existing products, but Seller will not be responsible for discontinued patterns, color variation, dye lot differences, differences in texture, discontinued models, styles, etc. when making repairs.

Buyer's Obligations _____

THIS LIMITED WARRANTY IS EXPRESSLY CONDITIONED ON THE PROPER CARE AND MAINTENANCE OF YOUR HOME. In order to qualify for the benefits of this Limited Warranty, Buyer must provide normal maintenance and proper care of the home according to the Warranty Standards, the warranties of equipment manufacturers, building product warranties, and generally accepted home maintenance standards for the state of Utah. Buyer must notify Seller in writing, of the existence of any defect before the Seller may become responsible for the correction of the defect. Written notice of a defect must be received by Seller prior to the expiration of the Limited Warranty, and no action at law or in equity may be brought by Buyer against the Seller for failure to remedy or repair any defect about which the Seller has not received timely notice in writing. Buyer must provide access to the Seller or its subcontractors during normal business hours to inspect the reported defect and if necessary, make corrective adjustments. Failure to provide reasonable access to the home during normal working hours for making repairs will relieve Seller from its obligations under this Limited Warranty. Buyer has a duty to promptly notify Seller of defects and is liable for all costs and damages incurred due to delays in notifying Seller of a known defect.

Other Insurance _____

In the event Seller repairs, replaces or pays the cost of repairing or replacing any defect for which the Buyer is covered by other insurance, Buyer must, upon request of Seller, assign the proceeds of such insurance to Seller to the extent of the amount of the costs incurred by Seller for such repair or replacement.

Exclusive Warranty _____

This Limited Warranty is in lieu of all other warranties, express, implied, written, or oral, including but not limited to any implied warranty of merchantability, workmanship, habitability, or fitness for an intended purpose and is provided in lieu of all obligations and liabilities of Seller with respect to defects in materials or workmanship. The rights and remedies contained in this Limited Warranty constitute the Buyer's sole recourse against Seller for costs and expenses to cure defects in the property or loss of value caused by such defects. To the fullest extent allowed by applicable law, Buyer hereby fully and forever waives and releases all claims for construction defects and any and all claims for express or implied warranty of habitability unless such claims arising during the one-year warranty provided by this Limited Warranty and Buyer timely notifies Seller of the same as required by this Limited Warranty. Seller shall at all times be responsible to mitigate damages caused by defects in construction.

Non-Transferrable _____

All coverage under this Limited Warranty shall extend to the Original Buyer ONLY and is not transferable. This Limited Warranty shall immediately terminate upon the sale, conveyance, or other transfer of the home to a third party; if the home ceases to be occupied by the original purchaser; or if the home is used as a rental.

Other Warranties _____

Defects in appliances, fixtures, equipment and products covered by a subcontractor warranty, or a manufacturer warranty are excluded from the coverage of this Limited Warranty. Claims relating to such warranties are the sole responsibility of Buyer, and Buyer should follow the procedures in such warranties if defects appear in these items. Seller hereby assigns and passes through to Buyer any and all rights Seller has under subcontractors' or manufacturers' warranties. Items of equipment not covered by this Limited Warranty include, but are not limited to: dishwashers, dryers, electronic air cleaners, fire alarms, freezers, furnaces, garage door openers, garbage disposal, humidifiers, lights not attached to the home, microwaves, ovens, range hoods, ranges, refrigerators, solar panels, space heaters, sump pumps, trash compactors, warming drawers, washers, and water softeners.

Liability Limitations _____

Consequential damages are not covered by this Limited Warranty. Buyer waives any and all claims or right to consequential damages and incidental expenses related to inconvenience or relocation during repairs, or damages arising from allegations that repairs were not made in a timely manner. Seller's total maximum liability under this Limited Warranty for any and all repair items in the aggregate is limited to fifteen percent (15%) of the purchase price of the home. The choice among repair, replacement, or payment of warranty costs to Buyer up to the fifteen percent cap is Seller's choice, to be made in Seller's sole discretion. Seller's limitation of liability set forth in this Limited Warranty shall apply to any arbitration award issued under the dispute resolution section below.

Dispute Resolution _____

Buyer shall promptly contact the Seller regarding any disputes involving this Limited Warranty. If discussions between the parties do not resolve the dispute, then either party shall, upon written notice to the other party, submit such dispute to arbitration with each party hereto selecting one arbitrator, who shall then select the third arbitrator. The arbitrators shall proceed under the rules of American Arbitration Association. The award of the majority of the arbitrators shall be final, conclusive and binding upon the parties hereto. The expenses of the arbitrators shall be shared equally, but each party shall bear its own costs. Arbitration shall be the sole process and method of resolving disputes relating to or arising under this warranty. No court proceedings are allowed except to enter judgment on an arbitration award and to enforce such judgment.

WARRANTY REQUESTS

Providing warranty service for a new home is more complicated than for other products. When you purchased your home, you actually purchased hundreds of items and the work of many independent trade contractors. With so many details and people involved, a planned system is essential. Your cooperation and compliance with these procedures is requested.

Before making a service request, please read all bulletins, manuals, and material concerning the item or product in need of repair. Often, the solution lies in operation, power supply or other factors related to the function of the item. Accurate evaluation of the cause will expedite corrective actions if a service request is in order. Seller reserves the right to charge Buyer for undue service or inspection requests on the basis of time and/or materials with a one-hour minimum.

Emergency Service Requests _____

Emergency warranty situations are rare. When they occur, begin by checking items you can check and shutoff power and water to the home if necessary. An action by you may solve the problem immediately or mitigate the situation until a technician arrives. If your efforts do not cure the problem, the information you gather may be useful to the service person you contact. During business hours, call our warranty office. Please use the following contact information for emergencies after hours, on weekends, or on holidays: _____

During the Limited Warranty period, Seller will provide emergency responses to the following conditions:

- Total loss of heat during winter months (October to April)
- Total loss of electricity (not caused by utility power outage)
- Total loss of water (not caused by utility being shut off in area)
- Plumbing leak that requires the entire water supply to be shut off
- Total sewage stoppage
- Roof leak into home interior
- Gas leak: if you suspect a gas leak, leave the home immediately and call the gas company from another location. In this Circumstance, DO NOT USE a cell phone inside your home.

Note that if a service (gas, electricity, water) is out in an entire area, attention from the local utility company is needed. Seller is unable to help with such outages.

Regular Service Requests _____

If you need to initiate non-emergency warranty service, please notify us by e-mail at the following:

You can assist us in serving you better by including the following complete information.

- Name, address, email, and phone numbers where you can be reached during business hours
- Community name and lot number of your home
- A complete description of the problem. (i.e., "Kitchen cold water line leaks under sink" ---NOT--- "Plumbing problems in kitchen")
- Information about your availability or the best days or times to reach you. For instance, if calling you at work is acceptable, let us know. Otherwise, we will use the furnished phone number or email access. If you are usually home on a specific day, please mention that.

Upon receipt of your request, we will contact you for an evaluation appointment, or may have the responsible contractor schedule an appointment directly, depending on the nature of the request. Completion of most service items can be expected within thirty (30) days of the evaluation unless otherwise notified.

Inspection and Repair Hours ---

Many homeowners ask whether evening and weekend appointment times are available. We understand the desire for appointments outside normal business hours. In investigating how such appointments could be arranged, we discovered many factors that make extended service hours impractical.

- A significant portion of repairs require daylight for proper execution. This applies to drywall, paint, and exterior work of almost any type.
- We also found that most of the independent trade contractors who helped us build your home—many of whom operate as small companies—were unable to work all week and also be available for extended hours.
- Administrative staff and supervisors would need to be available to answer questions. Having some personnel work extended hours meant being short staffed during normal business hours. We therefore appreciate your understanding and cooperation with our Monday through Friday, 8:00 a.m.— 4:00 p.m. warranty hours.

Access to Your Home ---

Whether for inspection or repair appointments, we refrain from accepting keys and entering your home in your absence, as do our trade contractors. While we recognize that this means that resolving warranty items may take longer, we believe your peace of mind and security should be our first concern.

We conduct warranty visits when an adult is available to accompany our representative and point out the items you have listed. Our in-house service technicians and those of our trades or suppliers will perform repairs only when an adult is available to admit them to your home. An adult is a person 18 or older who has your authorization to admit service personnel and sign completed work orders. The adult in the home when work is performed is, for all warranty purposes, designated by you to be your authorized representative, capable of making decisions on your behalf and of signing for completed work.



WARRANTY REPAIRS

Our criteria for qualifying warranty repairs meet or exceed typical industry practices. Please note that we reserve the right, at our discretion, to exceed these guidelines if common sense or individual circumstances make that appropriate, without being obligated to exceed all guidelines to a similar degree or for other homeowners whose circumstances are different.

We Sometimes Say No - With a product as complex as a home, differences of opinion can occur regarding which tasks are homeowner maintenance responsibilities and which are our warranty responsibilities. If you request warranty service on a maintenance item, we will explain the steps you should take to care for the item. We are available to answer your home-care questions during and after your Limited Warranty period. Providing normal maintenance for your home is your responsibility.

Service Appointment - Depending on the number and nature of items that need attention, we may ask you to designate a date a minimum of 10 days from the inspection date for repairs to be made. This time frame allows us to notify appropriate tradespeople, order any needed materials or parts, and arrange for the majority of repairs to occur on the same day. However, on occasion work must occur in sequence and more than one appointment may be needed.

Please be sure that you are available the entire time that the trades are working in your home. This creates an opportunity to have as many trades as possible attend your home to complete the work. If a particular trade is unavailable or if the work needs to be completed in sequence, other arrangements will be made with you.

Exterior Items - Exterior items can usually be inspected or repaired without an adult present provided access is available (for instance, gate is unlocked and pets are restrained).

Children - Children are naturally curious about tools and work in progress on your home. To protect them from possible injury and to allow repair personnel an uninterrupted opportunity to work, we ask that children be cared for away from ongoing work. This policy is for the protection of your children and our employees and trades personnel. We have instructed all repair personnel to reschedule the appointment if children are in or around the work area.

Pets - We recognize that many homeowners count their pets as members of their households. To prevent the possibility of a pet becoming injured or lost or giving in to its natural curiosity about tools and materials used for repairs, we ask that you restrict all pets to a comfortable location during any warranty visit, whether for inspection or warranty work. This policy is also for the protection of our employees and trades personnel. Again, we have instructed all personnel to reschedule the appointment if pets have access to the work area.

Your Belongings - In all work that we perform we are concerned that your furniture, appliances, and personal items be protected. When warranty work is needed in your home, we will ask that you remove vulnerable items or items that might make performing the repair difficult. This includes furniture, appliances, or person items in or near the work area. We will reschedule the repair appointment rather than risk damaging your belongings.

Surfaces - We expect all personnel who work in your home to arrive on time and have appropriate materials to cover the work area, protecting your home from damage and catching the dust or scraps from the work being performed. Similarly, all personnel should clean up the work area, removing whatever excess materials they brought in. Prior to beginning any work, we require that repair personnel check the work area for any existing damage to surfaces. They will document any scratches, chips, or other cosmetic damage with you prior to beginning repairs to avoid any later disagreement about how and when such damage occurred.

Completion Time - We intend to complete warranty services within 10 to 30 days from the date of the inspection unless you are unavailable for access. If a back-ordered part or similar circumstance causes a delay, we will let you know. Likewise, when weather conditions prevent the timely completion of exterior items, we track those items and follow up to ensure that they are addressed when conditions are right. This can mean a wait of several months.

Missed Appointments - Good communication is one key to successful completion of warranty items. We strive to keep homeowners informed and to protect them from inconvenience. Unexpected events sometimes result in missed appointments. If an employee or a tradesperson will be late, he or she should contact you as soon as the delay is recognized, offering you a choice of a later time the same day, or a completely different appointment. If you must miss an appointment, we request being alerted as soon as you realize your schedule has changed.

Manufacturer Warranties - We do not warrant or repair items covered under manufacturer warranties. Please take time to read the literature (warranties and use and care guides) provided by the manufacturers of consumer products and other items in your home. Remember to mail in any registration cards you receive with manufacturer materials. Being in the manufacturer's system assures that in the event of a recall, the company can contact you and arrange to provide the needed correction.

EXCLUSIONS

Seller's Limited Warranty is limited to the home and by the standards set forth herein; landscaping and other items or structures not connected to the home are not covered under this Limited Warranty. See the Warranty Standards section in this document for more information. The following items are expressly not covered by this Limited Warranty:

- (1) Defects in any item which was not part of the original home as constructed by the Seller. This exclusion applies to any item which was provided by Buyer or trade contractor selected at Buyer's option in place of Seller's regular trade contractor.
- (2) Any defect caused by or worsened by improper maintenance, lack of maintenance, improper action or inaction, improper use, or negligent, willful, or malicious acts by any party other than Seller, its employees, agents, or subcontractors.
- (3) Normal wear and tear of the home or consumer products in the home.
- (4) Loss or damage caused by acts of God, including but not limited to fire, explosion, smoke, water, changes which are not reasonably foreseeable in the level of underground water table, windstorm, vandalism, hail, lightning, falling trees, aircraft, vehicles, flood, earthquakes, or other similar causes beyond the control of Seller.
- (5) Any defect or damage caused by excessive watering of the ground of the Buyer's property or adjacent properties by any party other than Seller, its employees or subcontractors.
- (6) Any defect which does not cause actual loss or damage.
- (7) Any loss or damage which arises while the home is being used for nonresidential or rental purposes.
- (8) Any damage to the extent it is caused or made worse by the failure of anyone other than the Seller or its employees, agents, or subcontractors.
- (9) Any defect or damage in appliances, materials, and/or equipment which is covered by a manufacturer's warranty.
- (10) Damage, loss, or injury from Buyer's failure to take timely action to minimize loss or damage, or which is caused by Buyer's failure to give Seller timely notice of the defect in order to mitigate damages.
- (11) Bodily injury, damage to personal property, or damage to real property which was not part of the home at closing or included in the purchase price of the home. This includes defects in the common areas and facilities of the homeowners association (if any).
- (12) Dampness or condensation due to causes outside Seller's control or due to failure of Buyer to maintain adequate ventilation or improper maintenance. Mold damage or remediation is excluded from the Limited Warranty.
- (13) Damage, loss, or injury due to insects, rodents, birds, vermin, and any other wild or domesticated animals (including, but not limited to termites, etc.).
- (14) Cosmetic defects not identified prior to taking possession of the Home.
- (15) Reimbursement for storage, food, shelter, transportation, or inconvenience related to warranty repairs.
- (16) Bodily injury or damage to personal property.
- (17) Ordinary wear and tear and defects which are the result of characteristics common to the materials used, such as, but not limited to, twisting, warping or cracking of wood, fading and cracking of paint; cracks due to drying and curing of concrete, stucco, plaster, bricks and masonry; drying, shrinking and cracking of caulking and weather stripping. Concrete cracks due to the earth movements or shifting, damage or condition resulting from condensation on or expansion or contraction of materials.

WARRANTY STANDARDS

It is understood that the home is a product of many different subcontractors, suppliers, building codes, inspectors, and supervisors. Minor flaws will exist in any home. Seller makes every effort to comply with reasonable standards of performance that exist in the building industry. These standards of performance are for the protection of the Buyer as well as the Seller. The following standards and specifications will be used to determine the action taken by Seller during the applicable warranty period for the items listed.

Description

Comments

Seller's Obligations

APPLIANCES

Appliances are not operating properly	Confirm proper operation with manuals, and confirm power is operational prior to requesting service. Contact manufacturer for warranty and service request procedures. Seller does not warranty appliances.	None Seller will only correct improper installation, or damage incurred during installation.
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CABINETRY

Chips, cracks, scratches	Only those items reported during the walk through prior to closing will be repaired.	Replace or repair items noted prior to closing. Items requiring special lighting or viewing from specific angles to be visible will not be changed.
Cabinet doors and drawers warp	Minor warpage is common and should be expected within certain tolerances.	Warpage in excess of 1/4" from the face of the cabinet will be corrected.
Cabinet separates from wall or ceiling	Some separation is common and should be expected within certain tolerances.	Separation in excess of 1/4" will be corrected.
Color and grain variations	Readily noticeable variations in wood grain and color are expected in all cabinet selections.	None

CONCRETE

General Concrete Flatwork	Concrete slabs are designed to float or move with expansion/contraction of the soil. They are not a structural element of the home. Buyer is responsible to regularly seal concrete slabs to prolong the life of the concrete.	No adjustments will be made for movement of nonstructural concrete slabs.
Settling, heaving and cracking	Some settling, heaving, and cracking is normal and should be expected. There is no known method for eliminating this condition. Only excessive conditions will be adjusted by Seller	Excessive conditions include negative drainage toward the home, vertical displacement over 1", or horizontal separation over 1".
Top of concrete is "flaking" off, known as spalling	Common causes of spalling include repeated hosing of concrete for cleaning, animal urine, radiator overflow, fertilizer, failure to shovel snow and ice, ice melting agents, and road salts carried to concrete from vehicles.	No coverage for spalling is provided. Buyer's decision to use any form of snow melting material or salt on concrete shall be at the sole risk of Buyer. Seller shall not be liable for any spalling or deterioration of concrete caused by the use of snow melting agents.

Description

Comments

Seller's Obligations

CONCRETE

Cracking in Basement slab	Cracking is caused by movement of slab, as well as expansion/contraction within concrete itself. This cannot be prevented.	Fill surface cracks exceeding 1/2" in width or 1/4" in vertical displacement one time during warranty period.
Cracking in Driveway, Porch, Patio, and Garage slab	Excluded from coverage is concrete which has been exposed to cleaning by hosing which will increase soil movement, settling, and spalling.	Fill surface cracks exceeding 1/2" in width or 1/2" in vertical displacement one time during warranty period.
Pits, depressions, or areas of unevenness in concrete floors in rooms designed for habitability	Some unevenness is expected by the nature of hand troweling used to smooth concrete.	Depressions exceeding 3/8" in 30" shall be repaired by surface patch, except for areas designed for drainage purposes,
Concrete slab cracks cause finished floor coverings to rupture		The problem will be corrected so that the defect is not readily noticeable.
Settling or separation of stoops and steps	Minor separation is normal as is minor puddling of rain water.	Excessive water puddling & separation of more than 1" will be repaired.
Foundation wall cracks	Shrinkage or settlement cracks are common and should be expected within certain tolerances. Cosmetic hairline cracks are not of structural nature and will not be repaired. Honeycombing imperfections require no repair.	Repair exterior cracks greater than 1/4" width by surface patching; Seller is not responsible for color variations. Repair cracks permitting water into the basement provided Buyer has complied with landscaping requirements.

COUNTERTOPS

Countertops separating from walls at back and sides	Countertops are caulked along the edge of the countertops to prevent water from getting behind countertops. This caulk will shrink and must be replaced by the Buyer. Settling may cause the countertops to pull away from wall slightly. This is also the Buyer's responsibility to re-caulk.	The Seller will make necessary adjustments for countertops which have pulled away from walls a distance exceeding 1/4". Other repairs are the buyer's responsibility.
The countertop laminate is pulling off the wood backing	Countertop laminate should not pull away from the backing itself.	Make required on-site repair using appropriate glue and heat process.
Countertop seams are readily visible	All seams are readily visible, especially on light colored countertops.	Valleys or depressed gaps will be filled with the appropriate filler if identified at walk through prior to closing.
Scratches, chips, nicks, burns on countertops	If not properly cared for, countertops can be damaged. Seller will only be responsible for damage identified prior to closing.	Repair major surface imperfections noted at walk through. Future items shall be the responsibility of the Buyer.
Solid surface countertops are uneven	Seams and connections should be even within 1/16". Edges should be smooth and even.	Adjustments made to areas identified prior to closing to meet standards.

Description

Comments

Seller's Obligations

CRAWL SPACE

Inadequate ventilation of crawl space	Adequate ventilation is important to minimize vapor build-up in the crawl space or basement area. The minimum net area of ventilation openings shall be determined by building inspection officials in the governing municipality.	Correct to meet the ventilation requirements of the building codes enforced in the area at the time of construction.
Dampness or condensation on foundation walls, joists, support columns and other components of the crawl space or basement.	Dampness caused by wicking through the basement walls or floor and condensation of water vapor on cool walls and floor are not the responsibility of Seller. Dampness prevention is the sole responsibility of the Buyer. The Buyer's failure to maintain proper grade away from the house can contribute to dampness.	None

DECK

Structural	Structural members & fasteners shall be installed according to applicable building codes. Buyer shall not load its deck beyond the engineered capacity (such as the installation of a hot tub) and any such action shall void this warranty.	Modify or reinforce as needed to meet original engineering standards at time of construction.
Cupping, splits, warps in wood decking	This is normal.	Replace or repair areas not meeting standards established by applicable lumber grading agencies responsible for the lumber species used.
Decks sealant/ staining	Buyer is responsible for staining and/or sealing their wood or composite deck. Variations in stain color will occur due to variation in porosity of wood, weathering and other causes.	None

DOORS - INTERIOR

Warpage of doors	Some warpage, cupping, bowing, or twisting is normal and is caused by surface temperature changes. Such warpage, cupping twisting or bowing shall not exceed 1/4" at the maximum distance from a straight edge to the door.	Repair or replace defective doors, and the finish matched as closely as practical. No repairs for rooms that are not kept at constant temperature with house.
Doors are not parallel to door jams	Doors and their jams are expected to be within 1/4 inch of parallel to one another.	Adjust door and/or door jams to meet standard.
Door operation and latching	Settling and temperature changes can affect the performance of doors and door hardware. Doors should swing feely and latch easily.	Adjust door hardware once during warranty period to meet operating standards.

Description

Comments

Seller's Obligations

DOORS - EXTERIOR

Warpage of doors	Warpage, cupping twisting or bowing shall not exceed 1/4" at the maximum distance from a straight edge to the door.	Repair or replace defective doors, with the finish matched as closely as practical.
Doors are difficult to close	In order to obtain a tight seal, weather stripping is applied to the door jam. Closing the door may require a solid push using both hands and reasonable force. Both the deadbolt and doorknob should latch in the same closed position.	Adjust hardware for proper closing with reasonable force.
Garage doors allow rain or snow to enter	Some entrance of the elements should be expected under certain conditions, especially when windy conditions are present, and when accumulated snow rests against the door.	Adjust to meet manufacturer's specifications if required.
Garage door opener does not operate	The opener is not warranted by Seller. Contact manufacturer for service requests. Check to verify that the electronic eyes along the bottom of the door are in alignment. This safety feature prevents the door from operating when something is blocking the doorway.	None It is Buyers responsibility to follow the manufacturers service guide and Buyer may need to hire a professional to maintain or service garage opener springs and components.

DRYWALL

Walls or ceiling cracks	Hairline cracks and seam or tape cracks, nail pops, and other imperfections are normal and should be expected within given tolerances. Nail pops are common and are due to contraction and expansion of lumber to which the drywall is attached. They are beyond the Seller's control and are not covered.	One time during the warranty period Buyer may request repair to cracks exceeding 1/4" in width and 6" in length. The affected area will be repainted with a color matched as closely as practical. Sheen & color variations should be expected on any repainted surface.
Repairs made necessary by water damage	Drywall damages caused by a Seller defect will be repaired. Drywall damaged caused by Buyer will not be repaired.	Repair and re-texture to match original as closely as practical. Painting color and sheen variations will be matched as closely as practical.
Wallpaper or coverings begin to peel	Common cause is a result of lack of moisture control. Buyer is responsible for any peeling which might occur.	None

Description

Comments

Seller's Obligations

ELECTRICAL

General	Any warranty otherwise provided for electrical is voided upon person(s) changing, modifying, adding to, or tampering with the house electrical system in any way. For example, basement additions which "tie-in" to existing house wiring void the electrical portion of this Warranty.	Seller does not warrant defects caused by power surges after closing.
Malfunction of electrical components	An outlet, switch, or fixture fails to perform as designed. Always confirm proper function of circuit breakers, GFCI switches, and bulbs before requesting service.	Repair or replace to meet original design. No warranty provided on lighting upgrades made by Buyer directly with lighting fixture supplier.
Light fixture placement is not ideal	Any changes to light fixture placement must occur prior to the installation of drywall. Supplementing or moving lighting is the Buyer's responsibility.	None
Bulbs are burnt out	Bulbs should be inspected prior to closing. Replacement of bulbs is Buyer's responsibility.	Replace burnt bulbs identified prior to closing.
GFCI Breaker	Ground Fault Circuit Interrupters are included in your home for safety. Outlets in bathrooms, kitchens, garages, patios, and porches are connected to one system. GFCI systems are sensitive and can trip easily to prevent electrical shock. The test/reset buttons (on a single outlet) control the entire system.	None Seller is not responsible for food spoilage resulting from plugging refrigerators or freezers into GFCI outlets.
CO2 and Smoke Detectors	Seller does not represent that CO2 or smoke detectors will provide the protection for which they are installed or intended. Buyer shall not modify or relocate CO2 or Smoke detectors without consulting the building department.	None Buyer is solely responsible for CO2 and Smoke detector operation and maintenance after closing.

FIREPLACE

Brick or rock chimney is separated from home	Some separation is normal and should be expected.	Correct separation in excess of 1/2" in a 10 foot measurement by caulking or other measures.
Cracking of fireplace trim or veneer (tile, rock, brick, etc.)	Some cracking is common due to the heat and should be expected within given tolerances.	Cracks in trim or veneer greater than 1/4" in width will be repaired by painting or patching, matching the color as closely as possible. Exact color match and texture cannot be assured.
Glass doors to fireplace are damaged	Any damage, or inoperability should be noted prior to closing.	Only damage noted prior to closing will be repaired.

Description

Comments

Seller's Obligations

FLOORING

Carpet: Carpet seams are visible	Carpet seams will be apparent; however gaps and fraying are not acceptable.	Eliminate visible open gaps and repair fraying.
Carpet: Stains or spots are visible	Only stains or spots noted prior to closing shall be corrected by Seller.	Correct stains or spots identified at walk through by cleaning, patching, or replacement. Seller will not be responsible for dye lot variations if replacements are made.
Hardwood: Defects	Only defects noted prior to closing will be corrected by Seller.	Correct defects identified at walk through. Caulk, patch, or putty may be adequate at Seller's discretion.
Hardwood: Gaps	Shrinkage of hardwood floors is normal and expected. These should be filled with wood filler	Gaps, caused by shrinkage, exceeding 3/16" will be repaired; other smaller gaps should be repaired by Buyer.
Hardwood: Water damage	Damage to flooring caused by excessive weather moisture, plumbing leaks, or other water problems are considered inconsequential damages and are not covered by this warranty. Buyers should take necessary steps to minimize these damages.	None
Vinyl: Lifting, bubbling, and nail pops	The vinyl flooring should adhere properly to the subfloor surface. Nails should not break the surface of the vinyl.	Repair or replace visible lifting, bubbling, and nail pops which break the surface of the vinyl, at the Sellers option, in the affected area with similar material. Seller will not be responsible for discontinued patterns or colors and color variations.
Vinyl: Seams or depressions appear in vinyl flooring	Seams will occur and are sealed at time of installation; there should be no significant gaps at seams.	Repair gaps exceeding 1/8" & depressions exceeding 1/8" over 3".
Vinyl: Patterns do not align	Only items noted prior to closing will be repaired.	Misaligned patterns identified at walk through will be corrected to within 1/8" of adjoining piece.
Tile: Cracked, badly chipped, or loose tiles	Only items noted prior to closing will be repaired.	Repair or replace items identified at walk through as needed. Seller is not responsible for variations in color, or discontinued patterns or colors. Grout colors may vary.
Tile: Cracks in grout	Most cracks in grout at joints or junctures with other materials are due to normal shrinkage conditions. Grout cracks are Buyer's responsibility. Sealing grout is Buyer's responsibility.	Repair cracks in grout exceeding 1/8" in width and 3" in length only once during the warranty period. Seller is not responsible for color variations.

GAS

Leak	If you suspect a gas leak, leave the home immediately and call the gas company for emergency service.	Correct gas leaks from meter into the home. The gas company is responsible for leaks up to the meter.
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Description

Comments

Seller's Obligations

HEATING & COOLING SYSTEM

Air infiltration at windows and doors	Some infiltration is usually noticeable, especially during high wind conditions. In areas prone to high winds, Buyer may need to install storm doors, or storm windows to reduce/eliminate air infiltration. This is especially common for French doors, and large openable windows.	Adjust poorly fitted doors, windows, or poorly fitted weather-stripping.
Air infiltration at electrical outlets	Electrical junction boxes on exterior walls may allow cold air to flow through or around an outlet into a room. it may not be possible to eliminate this completely.	None
The ductwork of the heating system is noisy	When metal is heated, it expands, when cooled it contracts. The resulting ticking or crackling sounds generally are to be expected and do not constitute a defect.	None
The duct work is making loud single "booming" sounds, known as "Oil canning"	Excessive oil canning noise is not acceptable.	Adjust to reduce loud "oil canning".
Heating system seems inadequate	Heating systems are installed according to local building codes and manufacturer's specifications. The system should be able to establish a temperature of 68 degrees, as measured in the center of the room 5 feet above the floor. In extremely cold temperatures of 10 degrees below and colder, a temperature differential of 80 degrees will be maintained.	Correct heating system to meet warranty standards. Buyer must ensure regular filter replacement and duct cleaning.
Some areas are of the home are warmer/ colder than others	The orientation of the home (south facing etc.), number and size of windows, extent of window coverings, and other factors will determine the actual amount of heating / cooling required in each room. It is the homeowner's responsibility to balance the needs by adjusting the registers / dampers in each location.	None
Placement of registers, cold air return and ductwork vary from other models	Heat ducts may vary from positions shown in models, other homes, and plans. This will not significantly impact the system efficiency.	None

Description

Comments

Seller's Obligations

HEATING & COOLING SYSTEM

Air conditioning system seems inadequate	An A/C system should be capable of maintaining a temperature of 78 degrees or a differential of 15 degrees from the outside temperature (whichever is higher) measured in the center of the room, 5 feet above the floor. Lower temperatures are often possible but not guaranteed. Buyer shall be required to have full window coverings installed throughout the home prior to requesting testing of these performance standards.	Correct cooling system to meet standards provided that adequate window coverings are in place, and registers are properly balanced.
System requires charging	"Charging" the system must be completed when temperatures exceed 70 degrees. Homes closed during winter months will need to have the A/C charged in the spring.	This is not an emergency item. Systems will be charged as Seller is able.
Condensation lines are clogged	Condensation lines will clog over time under normal use, the maintenance of these is Buyer's responsibility.	Provide unobstructed lines at time of closing.
A/C compressor is not level	The compressor should be level for proper function. Settling may cause the compressor to become out of level. It is Buyer's responsibility to maintain a level compressor.	Level compressor prior to closing.

INSULATION

Insulation seems inadequate	Insulation shall be installed to meet or exceed building code requirements at time of construction.	Correct to meet these standards.
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LANDSCAPING

Landscaping is the sole responsibility of the Buyer (unless the home is part of a Homeowners Association) and requires careful planning and constant attention; especially during the first couple of years following building. It is important to realize that the landscaping design/maintenance will greatly affect other areas of the home warranty, especially basement water problems.

Final Grade	The final grade is designed to provide a minimum slope away from the home. This prevents water from flowing toward the home. It is established prior to closing (except when weather conditions prevent it) and inspected by the building inspector.	Seller is not responsible for weather caused damage to yards or grading after closing.
Settling occurs along foundation	There will be noticeable settling along your foundation walls, especially following the first winter. Buyer or Buyer's HOA should shovel additional dirt to areas that have settled.	None

Description

Comments

Seller's Obligations

LANDSCAPING

Rain gutter causes rutting, settling	Rain gutters direct large amounts of water to a single point. If left alone, this will cause excessive settling, rutting, possible basement flooding and window well flooding. It is the Buyer's responsibility to direct water from gutters away from the home, patios, walkways and window wells.	None Buyer is responsible for all water damage caused by water drainage including the sprinkler system, roof discharge, and rain gutters.
Sprinkler system	The maintenance, repair, and replacement of the sprinkler system is Buyer's responsibility or the responsibility of Buyer's HOA, if applicable.	None
Plants and trees	Seller may install grass, plants, and trees around Buyer's home. However, the watering and maintenance of such landscaping is Buyer's responsibility after closing.	None Seller provides no warranty for dead or dying plants or trees.

MIRRORS

Chips, scratches, or damage	Must be noted in walk through prior to closing.	Repair and replace only those defective mirrors identified at walk through prior to closing.
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PAINT

Touch-up	Seller will only perform paint touch-up in conjunction with a walk through prior to closing. Any touchup done will vary slightly in sheen and possibly color and may still be detectable after touchup is complete.	Touch-up paint areas identified at walk through for all areas with readily noticeable defects under general lighting conditions. Areas requiring special lighting conditions, such as shining a light at a specific angle, or viewing the area from specific angles are not touch-up items.
Paints are fading	All paints will fade and change color over time. This is particularly true for paints exposed to sunlight, as exterior paints are. This is not warranted in any way.	None
Clear finish on exterior is deteriorating	Exterior clear finish, like those used on decks, deteriorates quickly. This is beyond the Seller's control and is not warranted.	None
Paint is coming off exterior doors	In some cases, paint may not adhere properly and come off in large sections when exposed to hot summer sun, or when painted in excessive cold.	Repaint exterior doors with defects caused by improper timing of paint application.

Description

Comments

Seller's Obligations

PAINT

Areas of exterior paint appear to have unduly weathered	Weathering of painted materials is common, especially with high exposure to sunlight and moisture. Brick mold around exterior doors at the bottom where water may collect is an example. These areas are Buyer's maintenance and repair responsibility or the responsibility of Buyer's HOA, if applicable.	None
Touchup paint is not available	Touch-up paint will be left in your home if requested prior to closing.	Provide touch-up paint at the time of walk through meeting.
Stain on wood varies significantly	Due to wood characteristics, color variations will result when stain is applied. This cannot be controlled; no replacement, repair, or repainting will be completed, unless the variation is caused by poor workmanship such as incorrect mixing or application.	None
Paint splatters	Paint splatters shall not be readily visible on walls, woodwork, floors or other interior surfaces when viewed from a distance of six feet under normal lighting conditions.	Remove paint splatters to meet standards.
Brush marks	Brush marks shall not be readily visible on walls, woodwork, floors or other interior surfaces when viewed from a distance of six feet under normal lighting conditions.	Refinish as required to meet standard and match color, sheen and surrounding area as closely as practical.

PLUMBING

Drains or sewer lines are clogged	All drain and sewer lines are to operate freely. Seller is responsible for clogs due to construction debris.	Correct clogged drains that occur during first 30 days following closing. Obstructions removed by Seller, which are shown to be the result of the Buyer will be corrected at Buyer's expense.
Plumbing leaks	Leaks caused by abuse or neglect, such as knocking loose fittings below a kitchen cabinet, are not warranted. Dripping faucets and running toilets are only warranted for ninety days from closing.	Correct leaks, malfunctions in fixtures, valves or appliances caused by defects in materials or workmanship. Secondary damage to walls, finishes, personal belongings, hardwood floors, etc. is not covered by Limited Warranty, but may be covered by homeowner insurance.
Noisy pipes	Expansion and contraction caused by water flow will cause some noise which is to be expected. Loud "water hammering" is not normal.	Repair to eliminate loud "water hammering" only, caused by too much pressure.
Temperature of water fluctuates	Changes in pressure caused by using more than one fixture at time can cause temperature fluctuations.	None. This is normal and is not warranted.
Pipes freeze	Pipes should not freeze provided the home is heated at or above 65 degrees.	Repair frozen pipes only when caused by defect in material, workmanship or design.

Description

Comments

Seller's Obligations

PLUMBING

Outside faucets leak	Outside faucets utilize a "freeze-proof" design: for this to be effective hoses must be removed after each use. If a hose is left attached, remaining water can backup, expand and damage faucet.	Repair or replace problems noted at Buyer's walk through only. Subsequent damage is Buyer's responsibility.
Fixtures, tubs, sinks are damaged	Chips, scratches, dents, cracks and other blemishes of plumbing fixtures must be noted before closing. Dripping	Items noted at Buyer's walk through will be repaired or replaced.
Pressure Reducing Valve	As a safety feature, a Pressure Reducing Valve is included in your home. Adjusting the Pressure Reducing Valve will put undue strain on your plumbing system and will void any plumbing warranty.	None

RAIN GUTTERS

Standing water in rain gutter	When unobstructed by debris, the water level shall not exceed 1" in depth. Small amounts of water may remain in some sections of the rain gutter for a short time following a rainstorm.	Repair to meet standards if a drainage problem occurs.
Rain gutters are not draining	Rain gutters must be kept clean of debris which could clog them and cause water to run over the top. Furthermore, buildup of snow and ice can damage seals and joints of rain gutters. These are not warranty problems and related repairs are Buyer's responsibility or Buyer's HOA, if applicable.	None

ROOF

Attic vents and louvers are leaking	Attic vents and louvers are required for ventilation and cannot be eliminated. They should not leak; however, infiltration of wind driven snow and rain are not considered leaks and are beyond the control of the Seller.	Caulk and flash attic vents or louvers to eliminate leaks that could have been prevented.
Roof or flashing leaks	The roof should not leak under normal weather conditions. Leaks caused by debris or ice accumulation are not covered.	Repair roof or flashing leaks that occurring during normal weather.
Ice build-up at roof and eaves	Ice buildup may develop in the eaves during extended periods of cold and snow. This condition occurs when snow and ice accumulate, and gutters and downspouts freeze up. Prevention of ice buildup on the roof is an owner maintenance item. Damage that results from this is normally covered under a homeowners insurance policy and is not a warranty item.	None

Description

Comments

Seller's Obligations

ROOF

Shingles have blown off	Shingles should not blow off in winds which are less than 40 miles per hour. Shingles may blow off due to excessively high winds. Damage caused by Buyer action or walking on roof is not warranted.	Replace shingles blown off provided the reported winds in the general area do not exceed 40 mph. Colors may vary when repaired.
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SIDING

Cement Fiber or Vinyl: appears wavy or bowed	Some waviness is normal and is caused by bowing of the lumber, or thermal expansion of the material.	None
Cement Fiber or Vinyl: Not installed parallel	Siding should be installed parallel to bottom piece and to adjoining piece.	Reinstall or repair installations of siding which are more than 1/2" off parallel from bottom piece, or 1/4" off parallel from adjoining piece. Except when made necessary by preexisting condition.
Cement Fiber: Gaps appear or trim is separating	Some shrinkage is normal. Gaps should not exceed 1/4". Siding should be firmly attached.	Reinstall or caulk as needed. Colors will be matched as closely as practical.
Painting or cosmetic blemishes	Painting and/or cosmetic defects must be identified in walk through prior to closing. Exterior paint is Buyer's or Buyer's HOA responsibility.	Paint or repair defects identified in walk through.
Brick & Rock: Cracks in mortar		Mortar cracks exceeding 3/8" in width will be repaired. Seller is not responsible for variations in color.
Brick & Rock: Discoloration or stains	Discoloration caused by mortar on the bricks may be visible. Seller is not responsible for discoloration caused by efflorescence or natural elements.	Clean brick identified prior to closing where mortar stains are visible from a distance of 20 feet.
Stucco: cracking, chips, flakes, etc.	Some cracking caused by weather and normal shrinkage is expected on stucco walls. Most repairs are noticeable and not advised. Hairline cracks are not considered a defect	Repair cracks exceeding 1/4" inch and 2 lineal feet once during warranty period. Colors will be matched as closely as practical. Chips and flaking is not warranted. Seller may use acrylic sealants to fill cracks.
Stucco: The color coat is separating from the "brown" coat.	The top color coat should adhere properly throughout the warranty period under normal conditions.	Patch areas of poor adhesion exceeding six square inches caused by faulty materials or workmanship. Colors and finish will not match exactly, and repairs will be noticeable.
Foundation Plaster	Cracks are to be expected. Repairs made will vary in color from original.	Repair cracks exceeding 1/8" one time during warranty period.

Description

Comments

Seller's Obligations

SKYLIGHTS

Leaks from Skylights

Condensation may appear on the inside of skylight; this is not a defect and is not covered.

Reinstall improperly installed, or defective skylights.

STRUCTURAL ITEMS

Defects in structural elements

Damage to structural items not caused by Seller are not covered by this Limited Warranty.

Repair or replace the structural element to restore the load-bearing function, as designed. Repair or replace surfaces, finishes and coverings that require removal in order to repair a defect to approximately the same condition they were in prior to the defect.

SUB-FLOOR

Floors squeak

Some squeaks are unavoidable and perfectly silent floors rarely exist. Squeaks are typically caused by movement of wood on nails. This can be caused by deflection by the weight of a person and rubs the nail that holds it in place. Also, warpage in the joist, or floor material may cause "gaps" allowing such deflection. Seller uses engineered I- joist material, ring shank nails, construction adhesive, and 3/4" tongue and groove floor material; these materials are designed to maintain their original shape and form without warpage in order to prevent squeaks as much as possible.

Although the Seller does not warrant against floor squeaks, a one-time reasonable effort will be made to correct them without removing floor and ceiling finishes.

Ridges and depressions

Floors shall not have more than a 1/4" ridge or depression within any 32" measurement when measured parallel to the joists

Correct or repair uneven floors to meet standards.

WATERPROOFING

Leaks in basement or crawl space

Buyer may need to install a sump pump or other system if home is subject to regular water leaks.

None

Description

Comments

Seller's Obligations

WINDOWS

Broken windows	Must be noted in walk through prior to closing.	Only broken glass in windows noted on walk through will be replaced.
Damaged or missing screens	Must be noted in walk through prior to closing.	Damaged or missing screens noted on walk through will be replaced.
Scratches in glass	Scratches that can be seen only in certain lighting conditions, or from certain angles are not warrantable.	Obvious scratches will be repaired or replaced when noted on walk through prior to closing.
Latching is tight	Latching should require a small amount of force or pressure to properly latch when locking. This ensures a tight seal.	Only windows which require unusually large amounts of force will corrected by the Seller.
Sticky operation	Windows should operate with reasonable ease; a maximum operating force of 35 pounds.	Adjust windows to operate within standards during warranty period.
Condensation at windows	Condensation is the result of high humidity inside and cold temperatures outside. This is not warranted by the Seller. Buyers should carefully follow manufacturer's directions when using humidifier, especially in cold weather.	None
Air and dust infiltrates through closed windows	Some infiltration is unavoidable. This is especially true in high wind areas, or on large windows, which can actually bow to create a small gap between window components. Storm windows and doors can be added by the Buyer if desired.	None

WOOD TRIM

Gaps at joints in trim and molding, and at joints between moldings and adjacent surfaces	Gaps should not exceed 1/8 inch in width.	Repairs will be made to meet standard. Caulking is acceptable method.
Gaps at trim edges	Gaps should not exceed 1/16".	Repairs will be made to meet standard. Caulking or puttying with compatible materials is acceptable method.
Wood trim is cracking	Minor cracks and raised grain will develop as wood ages and dries. Much of this will occur during the first year. Raised grain can cause peeling paint; however, this is not due to a defect in material or workmanship. Paint maintenance of wood trim and repairs are Buyer's responsibility, or Homeowners Association, if applicable	None
Splits of interior trim	Splits should not exceed 1/8" in width and 1 inch in length.	Repairs will be made to meet standard. Caulking is acceptable method.
Grain and cracks are visible	This is normal, and especially true for white and light colors; maintenance and repairs are Buyer's responsibility or Homeowner's Association, if applicable	None.

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