



LIMITED WARRANTY

ONE YEAR HOME WARRANTY

Red Hawk

By

Bill Riley Communities, Inc.

This Limited Warranty does not cover consequential or incidental damages. The warrantor's total aggregate liability of this Limited Warranty is limited to the Final Sales Price listed on the Application for Warranty form.

B.R.C., Inc. makes no housing merchant implied warranty or any other warranties express or implied, in connection with the attached sales contract or the warranted Home, and all such warranties are excluded, except as expressly provided in this Limited Warranty. There are no warranties, which extend beyond the face of this Limited Warranty.

Purchaser acknowledges receipt of the Limited 1 year Warranty.

_____, 200____
Buyer

_____, 200____
Buyer



BILL RILEY
COMMUNITIES

Make the Move

Dear Home Buyer,

Congratulations on the purchase of your new home. This is probably one of the largest, most important investments you've ever made and we wish you many years of enjoyment.

You've chosen a home built by B.R.C., Inc., which includes a Limited Warranty, and assurance that your investment is well protected. This explains the Limited Warranty in its entirety, and we encourage you to take time to **READ IT CAREFULLY**.

This Limited Warranty provides you with protection in accordance with this warranty book for the first year of ownership. This is not a warranty service contract, but a written one-year limited warranty, which B.R.C., Inc., has elected to provide with your home. Please take time to read this information. Familiarize yourself with the Warranty and its limitations. Contact B.R.C., Inc. regarding specific construction standards and how they apply to your home.

Again, congratulations and enjoy your new home!

Very truly yours,

The BRC Family



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ONE-YEAR HOME WARRANTY

For the purpose of this Agreement, the following terms shall have the meaning set forth herein:

SECTION A. DEFINITIONS AND EXCLUSIONS

1. DEFINITIONS

- a. **Effective Date of Warranty:** The date specified on the signed walk-through and work order, or closing date whichever is sooner.
- b. **Major Structural Defects (MSD):** All of the following conditions must be met to constitute a Major Structural Defect:
 - (1) Actual physical damage to one or more of the following specified load bearing segments of the home:
 - (2) Causing the failure of the specific major structural components; and
 - (3) Which affects its load-bearing function to the degree that it materially affects the physical safety of the occupants of the home:

Load-bearing components of the home deemed to have MSD potential:

- (i) roof framing members (rafters and trusses);
- (ii) floor framing members (joists and trusses);
- (iii) bearing walls;
- (iv) columns;
- (v) lintels (other than lintels supporting veneers);
- (vi) girders;
- (vii) load-bearing beams; and
- (viii) foundation systems and footings.

Examples of non-load-bearing elements which will be deemed not to have Major Structural Defect potential are:

- (i) non-load-bearing partitions and walls;
- (ii) wall tile or paper, etc;
- (iii) plaster, laths, or dry wall;
- (iv) flooring and subflooring material;
- (v) brick, stucco, stone, or veneer;
- (vi) any type of exterior siding;
- (vii) roof shingles, sheathing, and tar paper;
- (viii) heating, cooling, ventilating, plumbing, electrical, and mechanical systems;
- (ix) appliances, fixtures, or items of equipment; and
- (x) doors, trim, cabinets, hardware, insulation, paint, and stains.

- c. **Cooling, Ventilating and Heating Systems:** All ductwork, refrigerant lines, steam and water pipes, registers, convectors, and damper.
- d. **Plumbing Systems:** All pipes (supply and waste) and their fittings, as well as gas supply lines and vent pipes located within the home.
- e. **Electrical Systems:** All wiring, electrical boxes, and connections, up to the public utility connection.
- f. **Warrantor: B.R.C. Inc.,** the builder for one year only beginning at the earlier of walk through or closing which ever is sooner.



THE FOLLOWING ARE NOT COVERED BY THE BUILDER:

- a. Failure of the Builder to complete construction of the home or any part of the home on or before the effective date or damages arising from such failure. An uncompleted item is not considered a defect hereunder, although the Builder is otherwise obligated to complete such items.
- b. Any defect which does not result in actual physical damage or loss.
- c. All consequential damages including, but not limited to, damage to the home that is caused by a covered defect but is not itself a covered defect and costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repairs.
- d. Personal property damage or bodily injury.
- e. Any claim reported to **B.R.C Inc.**, after an unreasonable delay or later than thirty days after the expiration of the applicable warranty period.
- f. Loss or damage caused to the home, persons or property directly or indirectly by insects, bird, vermin, rodents, or wild or domestic animals.
- g. Any loss or defect which arises while the home is used primarily for nonresidential purposes.
- h. Loss or damage caused by soil movement, including subsidence, expansion or lateral movement of the soil (excluding flood & earthquake) which is covered by any other insurance or for which compensation is granted by legislation.
- i. Normal deterioration or normal wear and tear.
- j. Any deficiencies in or damage caused by material or work supplied by anyone other than the Builder or its employees, agents, or subcontractors.
- k. Damages or losses not caused by a defect in construction of the home by the Builder or its employees, agents, or subcontractors, but resulting instead from acts or omissions of the purchaser, his agents, employees, licensees, invitees, accidents, riots, civil commotion, nuclear hazards, acts of God or nature, fire, explosion, blasting, smoke, water escape, windstorms, hail, lightning, falling trees, aircraft, vehicles, flood, mud slides, sinkholes, faults, crevices, earthquake, including gland shock waves or tremors before, during or after a volcanic eruption.
- l. Loss or damage resulting from Purchase's failure to perform routine maintenance.
- m. Loss or damage resulting from the purchaser's failure to minimize or prevent such loss or damage in a timely manner provided that Purchaser knew or reasonably should have know, that such damage or loss might occur or worsen.
- n. Loss or damage to resulting from defects in outbuildings including, (a fence, utility line or similar union shall not cause an outbuilding to be considered attached), site located swimming pools and other recreational facilities; driveways; walkways; patios not structurally attached; boundary and retaining walls, bulkheads; fences; landscaping (including sodding, seeding, shrubs, trees and plantings) French drains; off-site improvements; or any other improvements not a part of the home itself.



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- o. Loss or damage resulting from, or made worse by, changes in the grading of the property surrounding the home by anyone except the Builder or its employees, agents or subcontractors, or changes in the grading or drainage resulting from erosion or subsidence.
- p. Loss or damage resulting from, or made worse by, modifications or additions to the home, or property under or around the home, made after commencement of the term of this Agreement (other than changes made in order to meet the obligations of this Agreement).
- q. Loss or damage resulting from, or made worse by dampness, condensation or heat build-up caused by the failure of the purchaser to maintain proper ventilation.
- r. Any defect, damage or loss which is caused or made worse by failure of the purchaser to notify the Builder of any defect within a reasonable period of time.
- s. Any defect, damage, or loss which is caused or made worse by failure by anyone other than the Builder or its agents, employees, or subcontractors to comply with the manufacturers, warranty requirements concerning appliances, fixtures or items of equipment.
- t. Loss or damage resulting from, or made worse by, negligent maintenance or operation of the home and its systems by anyone other than the Builder or its employees, agents, or subcontractors.
- u. Follow the first year of this Agreement, any deficiencies in fixture, appliances, and items of equipment whether or not components of the cooling, ventilation, heating, electrical, plumbing, or in-house sprinkler systems will be under warranty by the Builder for one year only, or the manufacturer's written warranty period, whichever is less. Damage caused by improper maintenance or operation, negligence, or improper service of such systems by the Purchase or its agents will not be covered by this Agreement.
- v. Loss or damage resulting from a condition not resulting in actual physical damage to the home, including uninhabitability or health risk due to the presence or consequences of insects, unacceptable levels of radon, formaldehyde, carcinogenic substances, or other pollutants and contaminants; or the presence of hazardous or toxic materials.
- w. Loss or damage caused directly or indirectly by flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, (whether or not driven by wind), water which backs up from sewers, or drains, changes in the water table which were not reasonably foreseeable, or water below the surface of the ground (including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool, or other structure) wetlands, springs or aquifers.
- x. Violations of applicable building codes or ordinances unless such violation results in a defect which is otherwise covered under this agreement. Under such circumstances, the obligation of **B.R.C. Inc.**, under this agreement shall only be to repair the defect, but not to restore or bring the home to conform to code.
- y. Any loss or damage resulting from the weight and/or performance of any type of water bed or any other furnishings excessive in weight for which the home was not designed.
- z. Any loss, damage, or disruption caused by the transfer of the management of the H.O.A.



SECTION B. WARRANTY STANDARDS

1. PURPOSE OF THE STANDARDS

This section establishes the standards by which it will be determined whether your home has a problem which is covered by this Agreement and the obligation of the Builder to correct those defects. Where specific standards and obligations are not set forth, the standard shall be the accepted industry practice for workmanship and materials.

2. ADDITIONAL CONDITIONS: PURCHASER'S RESPONSIBILITY

The applicability of warranty coverage is conditioned upon the purchaser's proper maintenance of the home, common elements, and surrounding property to prevent damage due to neglect, abnormal use or improper maintenance.

3. STANDARDS APPLICABLE DURING ONE YEAR WARRANTY PERIOD

Major Structural Defects (MSD)

All of the following conditions must be met to constitute a Major Structural Defect:

- a. actual physical damage to one or more of the following specified load-bearing segments of the home:
 - b. causing the failure of the specific major structural components: and
 - c. which affects its load-bearing function to the degree that it materially affects the physical safety of the occupants of the home.

Load-bearing components of the home deemed to have MSD potential

- (1) Roof framing members (rafters and trusses)
- (2) Floor framing members (joints and trusses)
- (3) Bearing walls
- (4) Columns:
- (5) Lintels (other than lintels supporting veneers);
- (6) Girders;
- (7) load-bearing beams; and
- (8) foundation systems and footings.

Examples of non-load-bearing elements deemed not to have Major Structural Defect potential;

- (1) non-load-bearing partitions and walls;
- (2) Wall tile or paper, etc.
- (3) plaster, laths or drywall;
- (4) Flooring and subflooring materials
- (5) Brick, stucco, stone or veneer;
- (6) Any type of exterior siding;
- (7) Roof shingles, sheathing* and tar paper
- (8) Heating, cooling, ventilating, plumbing, electrical and mechanical systems;
- (9) Appliances, fixtures or items of equipment; and
- (10) Doors, trim, cabinets, hardware, insulation, paint and stains

Owner

See Purchaser

Plumbing Systems

All pipes located within the Home and their fittings, including gas supply lines and vent pipes.

Purchaser

You. The Purchaser includes the first buyer of the warranted Home and any and all subsequent owners who Take title within the warranty period.

Residence

See Home.



Sewage Disposal System

This system includes, but is not limited to, all waste, drainage, sewer pipes and lines, cleanouts, tanks, pumps, drainfields and seepage pits, outside and beyond the exterior wall of the Home.

Structurally Attached

An integral part of the Home being structurally supported by footings, block walls or reinforced concrete and connected to the foundation of the Home.

Water Supply System

This system includes, but is not limited to, all supply and distribution pipes, fittings, valves, pumps and wells, outside the exterior wall of the Home, which supply water to the Home.

Introduction to the Limited Warranty

- (1) This book provides specific details, conditions and limitations of the Limited Warranty including procedures for requesting warranty performance and for binding arbitrations, in accordance with the procedures of the Federal Arbitration Act. Read this document in its entirety to understand the protection it affords, the exclusions applicable to it, the Warranty Standards which determine its interpretations and operation and your responsibilities.
- (2) This is NOT an insurance policy, a maintenance agreement or a service contract. It is an explanation of what you, the Purchaser, can expect from this Limited Warranty,
- (3) Appliances and Equipment included in the Home are not warranted under this Limited Warranty, but may be covered by separate warranties provided by the manufacturer or supplier. These warranties are passed on to you by your Builder at closing and are separate from this Limited Warranty.
- (4) You are responsible for maintenance of your new Home. General and preventative maintenance are required to prolong the life of your new Home.
- (5) **This Limited Warranty is automatically transferred to subsequent Owners during the one year term of this Limited Warranty.**

The Limited Warranty

- (1) Actions taken to cure Defects will NOT extend the periods of specified coverage's in this Limited Warranty.
- (2) Only warranted elements which are specifically designed in the Warranty Standards are covered by this Limited Warranty.
- (3) Warrantor has the choice to repair, replace or pay the reasonable cost to repair or replace warranted items which do not meet Warranty Standards and are not excluded in the Limited Warranty.
- (4) If a warranted MSD occurs during the appropriate coverage period, and is reported as required in Section IV, the Warrantor will repair, replace or pay you the reasonable cost to repair or replace the warranted MSD, limited to actions necessary to restore the MSD to its load-bearing Capacity.

Warranty Coverage

- (1) **ONE YEAR COVERAGE:** Your Builder warrants that for a period of one year after the Effective Date of Warranty, warranted items will function and operate as presented in the Warranty Standards of Year 1. Coverage is ONLY available where specific Standards and Actions are represented in this Limited Warranty.*
- (2) Examples of common elements which are not covered under this Limited Warranty are club houses, recreational buildings and facilities, exterior structures, exterior walkways, decks, balconies, arches or any other non-residential structure which is part of the condominium.

Conditions*

- (1) This Limited warranty provides coverage only in excess of coverage provided by other warranties or insurance, whether collectible or not.
- (2) This Limited warranty is binding on the Builder and you and your heirs, executors, administrators, successors and assigns.
- (3) This Limited warranty is separate and apart from your contract and/or other sales agreement which you may have.
- (4) This Limited Warranty cannot be modified, altered or amended in any way except by a formal written instrument signed by you, **B.R.C.Inc.**,



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- (5) If any provision of this Limited Warranty is determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.
- (6) All notices required under this Limited Warranty must be in writing and sent by certified mail, postage prepaid, to the recipient's address shown on the Application for Warranty form, or to whatever address the recipient may designate in writing.
- (7) If actions by the Warrantor on any obligations under this Limited Warranty are delayed by an event beyond its control, such performance will be excused until the delaying effects of the event are remedied. Such events include, but are not limited to, acts of God, acts of the common enemy, war, riot, civil commotion or sovereign conduct, or acts or omissions by you or any other persona not a party of this Limited Warranty.
- (8) If **B.R.C. Inc.**, fails to complete any part of the Home that is reasonably foreseeable to cause structural damage to the Home, then it is your responsibility to complete such parts of the Home to avoid the structural damage. If you fail to complete the work, then any resulting structural damage is not covered under this Limited Warranty.
- (9) Costs incurred for unauthorized repairs to warranted items are not reimbursable. Written authorization prior to incurring expenses must be obtained from the builder.
- (10) Whenever appropriate, the use of one gender includes all genders and the use of the singular includes the plural.
- (11) Under this Limited Warranty, the Warrantor is not responsible for exact color, texture or finish matches in situations where materials are replaced or repaired, or for areas repainted or when original materials are discounted.
- (12) You are responsible for establishing a written, final walk-through inspection list of items in need of service prior to occupancy or closing, whichever is first. This list must be signed and dated by you and your Builder. Keep a copy for your records.

Exclusions

The following are NOT covered under this Limited Warranty:

- (1) Loss or Damage:
 - a. To land
 - b. To the Home, persons or property directly or indirectly caused by insects, birds, vermin, rodents or wild or domestic animals.
 - c. Which arises while the Home is used primarily for non-residential purposes.
 - d. Caused by soil movement, including subsidence, expansion or lateral movement of the soil which is covered by any other insurance or for which compensation is granted by legislation.*
 - e. From normal deterioration or wear and tear.
 - f. Caused by material or work supplied by anyone other than your Builder or its employees, agents or subcontractors, including the items listed as additional exclusions on the Application for Warranty form.
 - g. After Year 1, to, resulting from, or made worse by all components of structurally attached decks, balconies, patios, porches, roofs and porticos.
 - h. After Year 1, to resulting from, or made worse by elements of the house which are constructed separate of the Home which are constructed separate from foundation walls or other structural elements of the Home such as, but not limited to, chimneys and concrete floors of basements and attached garages.
 - i. To wiring, to and between communication devices from the source of power, whether or not connected to the interior wiring system of the Home. Such devices shall include, but not be limited to, telephone systems, television cable systems, intercom systems, computer systems and security systems. Sources of power shall include, but not be limited to, service entrance conductors, switches, outlets, receptacles and junction boxes.
- (2) Loss or damage resulting from, or made worse by:
 - a. Changes in the grading of the property surrounding the Home by anyone except your Builder or its employees, agents or subcontractors.
 - b. Changes in grading caused by erosion.
 - c. Modifications or additions to the Home, or property under or around the Home, made after the Effective Date of Warranty (other than changes made in order to meet the obligations of this Limited Warranty).



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- d. Intrusion of water into crawl spaces.
- e. The presence of consequence of unacceptable levels of radon, formaldehyde, carcinogenic substances or other pollutants and contaminants; or the presence of hazardous or toxic materials resulting in uninhabitability or health risk within the Home.
- f. Acts or omissions by you, your agents, employees, licensees, invitees; accidents, riots, civil commotion, nuclear hazards, acts of God or nature, fire, explosion, blasting, smoke, water escape, windstorms, hail, lightning, ice, snow, falling trees, aircraft, vehicles, flood, mudslides, sinkholes, mine subsidence, faults, crevices, earthquake, land shock waves or tremors occurring before, during or after a volcanic eruption.
- g. Your failure to perform routine maintenance.
- h. Your failure to minimize or prevent such loss or damage in a timely manor.

Our Frequently Asked Questions
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Frequently Asked Questions

Potential Problems

Comments

Builder's Obligation

A. CONCRETE

<ol style="list-style-type: none"> Concrete Foundation Wall Cracks Cracks in lock or veneer walls (blocks, bricks and major joints) Cracks in attached garage slab Powdering, scaling or pitting of concrete (aggregate showing or loose) Vertical or horizontal separation of stoops away from the house 	<p>Shrinkage or settlement cracks are common and should be expected within certain tolerances.</p> <p>Settlement Cracks are common and should be expected within certain tolerances.</p> <p>Shrinkage cracks are common and should be expected within certain tolerances.</p> <p>If the problem is caused by erosion due to salt, chemicals or unusual weather, the Builder is not responsible.</p> <p>Minor separation is normal as is minor puddling of rain water.</p>	<p>Any cracks greater than 1/8 inch in width will be repaired by surface patching or pointing; Builder is not responsible for color variations.</p> <p>Any cracks greater than 3/8 inch in width will be repaired by surface patching or pointing; Builder will not be responsible for color variations.</p> <p>Cracks exceeding 1/4 inch in width or 1/4 inch in vertical displacement will be repaired by patching or other remedies.</p> <p>If the deterioration occurs under normal use and conditions, the Builder will repair it.</p> <p>Separation of more than 1 inch will be repaired.</p>
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B. LOT GRADING AND DRAINAGE

<ol style="list-style-type: none"> Ground settlement around foundation, utility trenched, or other filled areas. Improper grades and swells which cause standing water and affects the drainage in the immediate area surrounding the home which may affect the foundation. 	<p>Ground settlement should not disrupt water drainage away from the house, although settlement around the foundation, at utility trenches and other filled areas of up to 6 inches should be expected. In all cases, the purchaser is responsible for the removal and replacement of shrubs, grass, etc.</p> <p>After normal rainfall, water should not stand in yard for more than 24 hours nor 48 hours in swells. No decision regarding coverage will be made while frost or snow or saturation exists on the ground.</p>	<p>If the final grading was performed by the Builder, he will replace fill in excessively settled areas only once.</p> <p>The builder is responsible for establishing the proper grades and swells; after that, the purchaser is responsible for maintaining there.</p>
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C. FOUNDATION WATERPROOFING

<ol style="list-style-type: none"> Inadequate ventilation of crawl spaces Condensation on walls, joists, support columns and other components of the crawl space, basement or cellar. 	<p>Adequate ventilation of the space between the bottom of the floor joists and the earth under the building is important to minimize vapor build-up in the crawl space area. This ventilation may be provided by a sufficient number of ventilation openings, or the approved method of ventilation.</p> <p>The movement of water vapor from the ground below a foundation (including crawl spaces, basements and cellars) may cause the introduction of large amount of water by evaporation from the ground. The conditions are beyond the Builder's control. Excessive vapor build-up may cause condensation on the structural components of the foundation. Maintaining adequate ventilation and moisture control is considered as routine maintenance and is the responsibility of the purchaser.</p>	<p>The Builder shall correct to meet standard.</p> <p>None</p>
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Potential Problems

Comments

Builder's Obligation

D. INSULATION

1. Inadequate insulation
2. Air infiltration from electrical outlets

<p>This warranty assures that your insulation will meet the applicable energy code requirements. If your contract with your Builder provided for additional insulation, that is a matter between you and him and is not covered by this agreement.</p> <p>Electrical connection boxes are backed by the exterior wall, which may cause air infiltration. This is common in new construction.</p>
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<p>Builder will install sufficient insulation to meet the applicable code requirements.</p> <p>None</p>

E. CARPENTRY (ROUGH-IN)

1. Walls which bulge, bow or are out-of-plumb
2. Floor squeaks or sub floor appears loose.
3. Uneven wood framed floors.

<p>All interior and exterior framed walls have minor differences. Walls which bulge or bow in excess of ¼ inch within a 32 inch measurement (floor to ceiling or wall to wall) is a defect. Walls which are out of plumb in excess of ¾ inch within a vertical measurement of eight feet are a defect.</p> <p>A squeak proof floor cannot be assured. Floor squeaks and loose sub-flooring are often temporary and passing conditions, caused by lumber shrinkage or temperature changes. An isolated floor squeak is not a defect, unless caused by a defective floor joist in the system. A large area of floor squeak which is noticeable, loud and objectionable is a defect.</p> <p>Uneven floor joist causing high or low areas exceeding ¼ inch within a 32inch distance, measuring perpendicular to the high or low area, is a defect. Floor slope which exceeds 1/240 of the width or length within a room, measured in the direction of the slope, is a defect. Example, the slope in a room ten feet wide may not exceed ½ inch.</p>

<p>The Builder will correct to meet warranty standard.</p> <p>For large areas of floor squeaks or floor squeaks caused by a defective floor joist, the builder will correct within reasonable repair capability. Where a finished ceiling exits under the floor, the corrective work may be attempted from the floor side. Where necessary, remove the finish floor material to make the repair and reinstall.</p> <p>The Builder will correct to meet the warranty standard.</p>

E. CHIMNEYS AND FIREPLACES

1. Fireplaces brick veneer cracking

<p>Some cracking is common and should be expected within certain tolerances.</p>
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<p>Cracks in brick veneer greater than ¼ inch in width will be repaired by pointing or patching. An exact color and texture match cannot be assured. The Builder is not responsible for color variations. The Builder will match as closely as possible.</p>
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Make the Move

Potential Problems

Comments

Builder's Obligation

F. ROOFING

<ol style="list-style-type: none"> 1. Roof Leaking 2. Leaks in gutters and downspout leaders 3. Water stays in gutters 4. Insufficient attic or roof ventilation 5. Leakage of elements thorough attic louvers, vents, including ridge and soffit vents. 	<p>The roof should not leak and no leaks should arise from flashing, except where snow and ice are allowed to build up. Prevention of snow and ice build up is the purchaser's responsibility.</p> <p>Gutters and leaders should not leak. However, during heavy rains, overflow should be expected. The purchaser is responsible for keeping the gutters and leaders open and free from debris.</p> <p>Purchaser is responsible for keeping gutters and leaders open and free from debris.</p> <p>Attic spaces shall have adequate ventilation. This may be accomplished by providing a natural ventilation area equal to 1/150 of the attic area. When an accepted vapor barrier is installed on the warm side of the ceiling, net free cross-ventilation area may not be less than 1/300 of the attic area to be ventilated. The net free cross-ventilation area may not be less than 1/300 of the attic area required to be ventilated when at least 50% of the required ventilating is provided by ventilators located in the upper portion of the space to ventilate with the balance of required ventilation to be provided by eave or cornice vents.</p> <p>Even when properly installed, wind driven snow and rain may enter though vents. This is not a defect.</p>	<p>All roof and flashing leaks not caused by snow and ice buildup or other neglect by the purchaser will be repaired. The Builder is not responsible for color variations.</p> <p>Leaks not caused by purchaser's neglect will be repaired.</p> <p>Builder will repair so that if free from debris, the standing water depth will not exceed 1 inch.</p> <p>Builder will correct to meet the warranty standard.</p> <p>If leakage is due to poor workmanship or materials, the Builder will correct.</p>
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G. SIDING AND CAULKING

<ol style="list-style-type: none"> 1. Exterior trim poor workmanship 2. Wall leaks due to caulking shrinkage 3. Exterior joint separation of siding, delimitation of veneer siding or loose siding. 4. Paint or stain peels or fades 5. Cracks in stucco wall finish 	<p>Separation at joints in the exterior trim, and between the trim and the surfaces of exterior siding or masonry should not exceed 3/8 inch. Siding, trim and masonry must be capable of excluding the elements.</p> <p>All caulking shrinks and replacement is a purchaser's maintenance item.</p> <p>Loose siding due to improper installation, or separation or delimitation due to improper workmanship and materials is a defect. Separated, loose of delaminated siding due to improper maintenance is not a defect.</p> <p>Exterior paints and stains should not peel or deteriorate during the first year of warranty coverage. However, some fading is normal and is caused by weathering. Varnish or lacquer on the exterior will deteriorate quickly and is not covered by this warranty. Mildew and fungus on siding are caused by climactic conditions or nearby bodies of water, and are not covered by this warranty.</p> <p>Cracks in stucco wall finishes are common and should be expected within certain tolerances.</p>	<p>The Builder will correct by caulking or other methods.</p> <p>All junctions and separations of wall will be recaulked once to prevent water leakage.</p> <p>The Builder will correct to meet warranty standards. Exact match cannot be assured. The Builder is not responsible for discontinued colors, styles or textures. The Builder will match as closely as possible.</p> <p>The Builder will correct to meet warranty standards. If peeling or deterioration affects 75% of a wall, the entire wall will be refinished. The exact color and texture cannot be assured. The Builder will match color and tacit as closely as possible.</p> <p>Cracks in excess of 1/8 inch in width will be repaired once.</p>
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Builder's Obligation

H. WINDOWS AND DOORS

<p>1. Warpage of doors</p> <p>2. Shrinkage of door panels</p> <p>3. Door panel splits</p> <p>4. Glass breakage</p> <p>5. Garage door malfunctions</p> <p>6. Rain or snow enters through garage door</p> <p>7. Drafts around windows and doors</p> <p>8. Condensation and frost on windows.</p> <p>9. Water infiltration around doors and windows.</p>	<p>Some warping, cupping, bowing or twisting, especially of exterior doors, is normal and is caused by surface temperature changes. Such warping, cupping, twisting or bowing, however, should not cause the doors to become unusable or allow entrance of the elements. The amount of warp, bow, cup or twist shall be measured by placing a straight edge, taut wire or strings on the suspected concave face of the door any angle (horizontal, diagonal or vertical). The measurement of the warp, bow, cup or twist shall be made at the point of maximum distance between the bottom of the straight edge, taut wire or string and the face of the door, allowing for recesses in the door from glazing or panels. The warp, bow, cup or twist shall not exceed ¼ inch.</p> <p>Expansion and contraction is normal and may cause unfinished surfaces to appear</p> <p>Some splitting is normal and should be expected within certain tolerances. The splitting should be expected within certain tolerances. The splitting should not allow the entrance of light.</p> <p>This is not covered by your warranty. You should inspect your property and bring any glass breakage to the Builder's attention prior to occupancy</p> <p>Following proper installation, maintenance is the purchaser's responsibility.</p> <p>The Builder will install the door to meet the manufacturer's specifications. Some entrance of the elements should be expected under certain weather conditions.</p> <p>Some draft is normal and can be corrected with storm windows. Minor alterations to adjustable thresholds, weather-stripping and other elements are considered as routine maintenance and are the responsibility of the purchaser. Defective weather-stripping and improperly fitted windows and doors are a defect.</p> <p>Condensation or frost on windows is caused by temperature differences between the interior and the exterior of the home, as well as the personal living habits of the occupants. These conditions are beyond the control of the Builder and will not be considered as a defect.</p> <p>Windows and doors should be installed in accordance with the manufacturer's specifications, or other acceptable method. No water should pass beyond the interior face of the unit or flow into the wall area of the room. All caulking materials expand and contract due to temperature variations and dissimilar materials. Maintenance of weather-stripping and caulking is considered as routine maintenance and is the responsibility of the purchaser.</p>	<p>Defective doors will be repaired or replaced and the finish matched as closely as possible.</p> <p>None</p> <p>The Builder will correct to meet warranty standards. The Builder will match the finish as closely as possible; and exact match cannot be assured.</p> <p>None</p> <p>The Builder will correct to meet warranty standards.</p> <p>The Builder will correct to meet warranty standards.</p> <p>The Builder will correct to meet warranty standards.</p> <p>None</p> <p>None</p>
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Make the Move

Potential Problems

Comments

Builder's Obligation

H. INTERIOR WALL AND TRIM

<ol style="list-style-type: none"> 1. Faulty workmanship trim 2. Wall or ceiling cracks 3. Cracking of ceramic tile 	<p>Some separations at joists in moldings and between moldings and adjacent surfaces are normal and should be expected within certain tolerances.</p> <p>Hairline cracks and seam or tape cracks along with other slight imperfections are normal and should be expected within certain tolerances. Nail pops are common and are due to contraction and expansion of lumber products. They are beyond the Builder's control and are not covered by this warranty.</p> <p>Cracking of grout joints is common and is a home maintenance item.</p>	<p>Separation in excess of 1/4 inch will be corrected by caulking or other methods.</p> <p>Cracks, exceeding 1/8 inch in width will be repaired as needed. The Builder is responsible for repainting only the affected area unless the majority of a wall is affected. Color will be matched as closely as possible.</p> <p>Broken tiles will be replaced and excessive cracking of grout joints will be repaired once. Builder is not responsible for discontinued patterns or colors or for variations in colors.</p>
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I. FLOORING AND COVERINGS

<ol style="list-style-type: none"> 1. Separation between finished floor boards (Hardwood) 2. Nails popping through resilient 3. Sub-floor imperfections causing ridges or depressions in resilient flooring. 4. Floor covering becomes loose or bubbles 5. Gaps in seams of resilient coverings 6. Gaps in carpet seams 	<p>Separation not exceeding 1/4 inch is normal and should be expected.</p> <p>Only nails which have broken through the floor covering will be repaired.</p> <p>Minor ridges or indentations no exceeding 1/8 inch are common and should be expected. The ridge or indentation is measured by placing a 6 inch straight edge perpendicular over the ridge or indentation, with three inches, of the straight edge extending over the imperfection, while tightly holding the other three inches to the floor</p> <p style="text-align: center;">*****</p> <p>Minor gaps and separations not exceeding 1/8 inch are common and should be expected. When the purchaser installs the flooring and covering, sub-floor preparation is the responsibility of the purchaser. If sub floor repairs are to be made where the purchaser installed floor covering, the removal and replacement of the floor covering is the purchaser's responsibility.</p> <p>Seams will be apparent. Spotting or fading of carpet is not covered by this warranty. Gaps at seams should not be apparent.</p>	<p>Builder will correct to meet warranty standard.</p> <p>The nail pops will be repaired and the covering repaired or replaced in the area damaged. Builder is not responsible for discontinued patterns or colors or for variations in color.</p> <p>The Builder will correct to meet warranty standards. The affected area only will be corrected, including the affected floor covering. The Builder is not responsible for discontinued patterns or colors, but will match as closely as possible. An exact match cannot be assured.</p> <p>The affected area will be repaired or replaced. Builder is not responsible for discontinued patterns or colors or for variations in color.</p> <p>The Builder will correct the affected area only to meet warranty standards. The Builder is not responsible for discontinued patterns or colors or for variations in color. An exact match cannot be assured.</p> <p>The Builder will correct to meet warranty standards.</p>
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Make the Move

Potential Problems

Comments

Builder's Obligation

J. CABINETS AND COUNTER-TOPS

- 1. Chips, cracks, scratches or delamination to vanity or kitchen countertops, including porcelain and fiberglass fixtures, or cabinets.
- 2. Cabinet doors or drawers warp
- 3. Cabinet separates from wall or ceiling

Cracks, chips and scratches not reported to the Builder preceding walk-through will not be covered by this warranty. Counter top material should not delaminate.

Minor warpage is common and should be expected within certain tolerances.

Some separation is common and should be expected within certain tolerances

The Builder will correct to meet warranty standards.

Warpage in excess of ¼ inch from the face of the cabinet will be corrected.

Separation in excess of ¼ inch will be corrected

K. COOLING AND HEATING

- 1. Insufficient cooling
- 2. Insufficient heating
- 3. Ductwork noisy

Where applicable, the cooling system should be able to maintain a temperature of 78 degrees (measured 5 feet above the center of the floor) under local outdoor ASHRAE specifications. In case the excessive outdoor temperature, a 15 degree difference is acceptable. Purchaser is responsible for minor adjustments such as balancing dampers and registers. All rooms will vary in temperature by 3 or 4 degrees. This is acceptable.

The heating system should be able to maintain a temperature of 70 degrees (measured 5 feet above the center of the floor) under local outdoor ASHRAE specification. Purchaser is responsible for minor adjustments such as balancing dampers and registers. On extremely cold days, a 5 to 6 degree difference between the actual inside temperature and the thermostat setting is acceptable. All rooms will vary in temperature by 3 to 4 degrees. This is acceptable.

When metal ducts heat and cool, some noise will result. Very loud noise known as oil canning is not acceptable.

The Builder will correct the system to meet warranty standards.

The Builder will correct the system to meet the warranty standards.

Builder will correct the oil canning noise only.

L. ELECTRICAL

- 1. Outlets, switches or fixtures fail
- 2. Consistently blown fuses or circuit breakers kicking off.

The Builder is not responsible if caused by the purchaser overloading in the system. Ground-fault Circuit-interrupters (GFCI's) are designed to kick off as necessary for safety reasons. This is not considered as a defect.

The Builder will correct defective outlets, switches and fixtures.

The Builder will correct defects caused by improper workmanship are materials only



Make the Move

Potential Problems

Comments

Builder's Obligation

J. PLUMBING

<p>1. Pipes freeze and burst</p> <p>2. Plumbing fixtures, appliances and trim fitting leaks or malfunctions</p> <p>3. Pipes noisy</p> <p>4. Cracks or chips in porcelain or fiberglass</p>	<p>Purchaser is responsible for maintaining suitable temperatures in the home to prevent pipes from freezing. Proper winterization, including draining pipe lines, irrigation lines and supplying outside faucets, is a homeowner's maintenance item.</p> <p>*****</p> <p>Expansion and contraction caused by water flow will cause some noise which is to be expected.</p> <p>The purchaser should inspect these items before taking occupancy and report them to the Builder during the pre-closing walk-through</p>	<p>Builder will correct if defect is caused by defective workmanship or materials.</p> <p>Leaks or malfunction in faucets, valves, appliances and trim fittings caused by defects in materials or workmanship will be corrected.</p> <p>Loud, hammering noises in pipes will be corrected.</p> <p>The Builder will be responsible for these items only if reported prior to occupancy.</p>
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SECTION C. WARRANTY

1. The Contractor warrants that all labor, materials and taxes will be paid for, and there will be no potential lien claimants upon the completion of the work and final payment by the Customer. All work will be performed in a commercially reasonable manner and that there will be no defects in workmanship. The Contractor will promptly return to the project upon written notice and repair or replace, as necessary in reasonable time, any defect in workmanship at the Contractor's sole expense. The Contractor's warranty is for a period of twelve months from the date of this Agreement and thereafter expires. Any warrantable claim of the Customer shall accrue only during this one-year period. Any claim or cause of action arising under the terms of the Agreement, including the warranty, must be filed in a court of competent jurisdiction within four months of the expiration of the warranty. Any unresolved, unasserted or undiscovered claim or cause of action which is not filed within four (4) months from the expiration of this warranty is waived. Warranty work performed by the Contractor does not extend the warranty. The warranty is void if a person or firm other than this Contractor performs or re-performs any work within the scope of the Agreement. The Contractor is not responsible for consequential damages. This warranty is not transferable. THIS WARRANTY IS GIVEN IN LIEU OF ANY EXPRESS OF IMPLIED WARRANTY OTHERWISE PROVIDED UNDER THE LAWS OF WASHINGTON, INCLUDING THE WARRANTIES OF FITNESS, MERCHANTABILITY, AND HABITABILITY.
2. Manufactured or consumer products such as roofing materials, appliances, hardware, windows, heating and mechanical systems, fixtures, etc. are not separately warranty by the Contractor. In the event that the Customer encounters a defect in a manufactured or supplied product, the Contractor shall assist the Customer in securing the repair or replacement of these products pursuant to the particular manufacturer or distributor's warranty.
