



FOUR SEASONS

HOMES



ANOTHER FOUR SEASONS EXPERIENCE

LIMITED WARRANTY STATEMENT

FOUR SEASONS HOMES, INC.

HOMEOWNER'S LIMITED WARRANTY STATEMENT

Introduction

While FOUR SEASONS HOMES, INC., hereinafter referred to as FOUR SEASONS HOMES, has made every effort to construct HOMEOWNER'S HOME with quality materials and craftsmanship, it is impossible for anyone to construct a "perfect house" and problems may occur from time to time. Accordingly, FOUR SEASONS HOMES has instituted a LIMITED WARRANTY program. The total LIMITED WARRANTY document consists of this HOMEOWNER'S LIMITED WARRANTY STATEMENT and the attached WARRANTY NOTIFICATION FORM and will be executed after FINAL INSPECTION and upon closing of the transaction. MAKE SURE HOMEOWNER HAS A COPY OF BOTH DOCUMENTS AND HAS FULLY READ AND UNDERSTOOD THEM BEFORE CLOSING OF THE TRANSACTION.

Home Information

HOMEOWNER: _____

SELLER: _____

Purchase Price: _____ Closing Date: _____ Possession Date: _____

HOME: Lot: _____ Building: _____ Unit: _____ Subdivision: _____

Address: _____ County: _____

Important Notice

FOUR SEASONS HOMES HEREBY LIMITS AND RESTRICTS THE DURATION OF ANY AND ALL IMPLIED WARRANTIES APPURTENANT TO AND APPLICABLE TO THE HOME FOR A PERIOD EQUAL TO THE LENGTH OF THE APPLICABLE WARRANTY COVERAGE CONTAINED HEREIN. THIS LIMITED WARRANTY DOES NOT COVER INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES AND THE SAME ARE EXPRESSLY EXCLUDED. THIS LIMITED WARRANTY STATEMENT IS GIVEN IN LIEU OF ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES AND NO OTHER PERSON HAS ANY AUTHORITY TO BIND FOUR SEASONS HOMES OR SELLER TO ANY REPRESENTATION OR WARRANTY OTHER THAN AS CONTAINED HEREIN. THIS WARRANTY GIVES HOMEOWNER SPECIFIC LEGAL RIGHTS IN ADDITION TO OTHER RIGHTS HOMEOWNER MAY HAVE UNDER MISSOURI LAW.

Terms and Conditions

1. Definitions.

- a. BUILDER – FOUR SEASONS HOMES, or the natural person, corporation, partnership or other legal entity which constructs the HOME.
- b. CAUSE – That which, in a natural and continuous sequence, unbroken by any efficient intervening cause produces the damage, and without which the damage would not have occurred.
- c. CONSTRUCTION QUALITY GUIDELINES – The CONSTRUCTION QUALITY GUIDELINES set forth in this LIMITED WARRANTY STATEMENT.
- d. DATE OF CLOSING – The completion of the transaction whereby possession or legal title to the HOME, whichever first occurs, is irrevocably conveyed by SELLER to HOMEOWNER.
- e. DEFECT – a failure to meet the CONSTRUCTION QUALITY GUIDELINES for workmanship and systems set forth in this LIMITED WARRANTY STATEMENT, including a MAJOR STRUCTURAL DEFECT.
- f. EFFECTIVE DATE – The DATE OF CLOSING.
- g. FINAL INSPECTION – HOMEOWNER'S inspection of the HOME and the property on which it is located after completion of construction and prior to the DATE OF CLOSING. HOMEOWNER shall deliver to SELLER and FOUR SEASONS HOMES a written list of all items that the HOMEOWNER believes have not been properly constructed or are not in proper condition at the time of FINAL INSPECTION. Except as

noted on the list, the HOMEOWNER accepts the HOME and property as is, and acknowledges that the HOMEOWNER will have no claim against SELLER and FOUR SEASONS HOMES for any item that was not listed that could have been ascertained or observed during the HOMEOWNER's inspection.

- h. HOME – The single family residential dwelling constructed or sold by FOUR SEASONS HOMES pursuant to a Sale and Purchase Agreement between "SELLER" and the "HOMEOWNER" and identified on page 1 of this LIMITED WARRANTY STATEMENT by Lot, Building, Unit and Subdivision. In the case of townhouses, only that part of common elements in the building pertinent to the structural stability of the HOME are included.
- i. HOMEOWNER – The purchaser(s) of the HOME pursuant to a Sale and Purchase Agreement with SELLER as identified on page 1 of this LIMITED WARRANTY STATEMENT.
- j. LIMITED WARRANTY – This LIMITED WARRANTY STATEMENT and the attached WARRANTY NOTIFICATION FORM.
- k. LOAD BEARING PORTIONS – The foundation systems and footings, beams, girders, lintels, columns, outside walls, load bearing interior walls and partitions, roof sheathing on FHA financed homes only, floor joists and roof framing systems. Examples of non-load bearing elements which are deemed NOT to have MAJOR STRUCTURAL DEFECT potential include non-load bearing partitions and walls; wall tile or paper, etc.; plaster laths or drywall; flooring and sub-flooring material; brick, stucco, stone or veneer; any type of exterior siding; roof shingles, sheathing and tar paper; heating, cooling, ventilating, plumbing, electrical and mechanical systems; appliances, fixtures or items of equipment; doors, trim, cabinets, hardware, insulation, paint, stains; and basement and other interior floating and ground supported concrete floor slabs that have experienced some movement but are within the foundation's design performance criteria.
- l. MAJOR STRUCTURAL DEFECT – Actual physical damage to the LOAD BEARING PORTIONS of the HOME which is caused by failure of such LOAD BEARING PORTIONS and which affect their load bearing function to the extent that the HOME becomes unsafe, unsanitary or otherwise unlivable, not including damage resulting from misuse, acts of God, accidents or other unavoidable calamity.
- m. PURCHASE PRICE – The purchase price of the HOME as stated in the Sale and Purchase Agreement executed by HOMEOWNER in connection with the purchase of the HOME and as stated on page 1 of this LIMITED WARRANTY STATEMENT.
- n. SOIL MOVEMENT – Subsidence, expansion or lateral movement of the soil, excluding that caused by flood or earthquake.
- o. STRUCTURAL WARRANTY PERIOD – That period of time commencing on the first (1st) annual anniversary of the DATE OF CLOSING and ending on the tenth (10th) annual anniversary thereof, totaling ten (10) calendar years.
- p. SYSTEMS WARRANTY PERIOD – That period of time commencing with the DATE OF CLOSING and ending on the second (2nd) annual anniversary thereafter, totaling two (2) calendar years.
- q. WARRANTOR – Four Seasons Homes, Inc., 675 Grand Point Boulevard, Sunrise Beach, Missouri 65079, also referred to as FOUR SEASONS HOMES.
- r. WARRANTY – Any of the limited Warranties under this LIMITED WARRANTY STATEMENT.
- s. WARRANTY NOTIFICATION FORM – The form attached hereto upon which notification of a possible DEFECT must be reported to FOUR SEASONS HOMES.
- t. WARRANTY PERIOD – The WORKMANSHIP WARRANTY PERIOD, the SYSTEMS WARRANTY PERIOD or the STRUCTURAL WARRANTY PERIOD.
- u. WORKMANSHIP WARRANTY PERIOD – That period of time commencing with the DATE OF CLOSING and ending on the first (1st) annual anniversary thereafter, totaling one (1) calendar year.

2. Limited Warranty Statement.

- a. WORKMANSHIP WARRANTY PERIOD. For the WORKMANSHIP WARRANTY PERIOD, FOUR SEASONS HOMES warrants that HOMEOWNER's HOME will be free from DEFECTS in materials and workmanship as defined in the CONSTRUCTION QUALITY GUIDELINES below.
- b. SYSTEMS WARRANTY PERIOD. For the SYSTEMS WARRANTY PERIOD, FOUR SEASONS HOMES warrants that HOMEOWNER's HOME will be free from DEFECTS in the electrical, plumbing and mechanical systems to the extent stated in the CONSTRUCTION QUALITY GUIDELINES set forth below.
- c. STRUCTURAL WARRANTY PERIOD. For the STRUCTURAL WARRANTY PERIOD, FOUR SEASONS HOMES warrants that HOMEOWNER's HOME will be free from MAJOR STRUCTURAL DEFECTS.

3. Reporting a Defect.

- a. NOTICE OF DEFECT. In the event the HOMEOWNER believes that a covered DEFECT has occurred during a WARRANTY PERIOD, the HOMEOWNER must provide notice of such DEFECT to FOUR SEASONS HOMES within a reasonable time after the DEFECT becomes noticeable. Notice shall be provided to Four Seasons Homes, Inc., Homeowner's Service Department, 675 Grand Point Boulevard, Sunrise Beach, Missouri 65079, upon the WARRANTY NOTIFICATION FORM or a similar document containing information reasonably sufficient to make a determination of coverage.

- b. INSPECTION OF HOME. Upon receipt of written notice as set out above, FOUR SEASONS HOMES will make an inspection to determine whether the HOME requires repair, adjustment or replacement in accordance with this LIMITED WARRANTY and advise the HOMEOWNER of its findings. If covered, the necessary repair, adjustment or replacement will be initiated within thirty (30) days after the written notice is received by FOUR SEASONS HOMES and completed within sixty (60) days of such receipt of notice, except for extensions resulting from conditions or events beyond the reasonable control of FOUR SEASONS HOMES and from delays resulting from actions or inactions of the HOMEOWNER.
- c. EMERGENCY. In the event of an emergency, which shall be defined as a condition which if not immediately repaired may cause danger to the HOME or its occupants, the HOMEOWNER must notify FOUR SEASONS HOMES immediately. If FOUR SEASONS HOMES' personnel are not available for emergency repair authorization, the HOMEOWNER shall take immediate action so that damages may be mitigated and report the problem to FOUR SEASONS HOMES on the next business day. The cost of repairs will not be reimbursed to the HOMEOWNER unless he has followed these procedures.

4. Terms and Conditions.

- a. REPAIR. In the event of a covered DEFECT under any of the above warranties, FOUR SEASONS HOMES will repair, replace or pay the reasonable cost of repair of such DEFECT in accordance with the CONSTRUCTION QUALITY GUIDELINES set forth herein. The design, method and manner of such repair shall be within the sole discretion of FOUR SEASONS HOMES.
- b. EXPRESS LIMITED WARRANTY. This is an EXPRESS LIMITED WARRANTY. SELLER has made no other express or implied warranties whatsoever in regard to the HOME, any fixtures or items of personal property, or any other real or personal property whatsoever sold by SELLER. **THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES CONCERNING THE HOME. ANY OTHER REPRESENTATIONS, STATEMENTS OR PROMISES MADE BY ANY PERSON ARE UNAUTHORIZED AND ARE NOT BINDING UPON SELLER OR FOUR SEASONS HOMES. ALL OTHER WARRANTIES WITH RESPECT TO THE HOME ARE HEREBY DISCLAIMED, TO THE EXTENT PERMITTED BY LAW, WHETHER IMPLIED OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM AND PRACTICE, OR OTHERWISE, INCLUDING ANY WARRANTIES OF HABITABILITY, MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.**
- c. LIMITATION OF DAMAGES. FOUR SEASONS HOMES' total liability under this LIMITED WARRANTY is limited to the PURCHASE PRICE of the HOME as set forth in the Sale and Purchase Agreement between the SELLER and the HOMEOWNER. In no event shall FOUR SEASONS HOMES or SELLER be liable to HOMEOWNER, or any other person or entity for consequential or exemplary damages, or for personal injuries arising from any breach of this WARRANTY.
- d. INSURANCE. This LIMITED WARRANTY is not an insurance policy, maintenance agreement or service contract. The HOMEOWNER must obtain and maintain his or her own HOMEOWNER's insurance coverage.
- e. ACCESS TO HOME. HOMEOWNER hereby grants access to FOUR SEASONS HOMES, and its agents, to enter into and upon the HOME at reasonable times during business hours, except in emergency situations when FOUR SEASONS HOMES, and its agents, shall be permitted to enter at any time, for the purpose of inspecting, making repairs, alterations or additions to, and conducting tests in and upon the HOME as may be required in its sole judgment. FOUR SEASONS HOMES is authorized to perform any emergency work necessary to protect the HOME or its contents in an emergency situation. By execution of this LIMITED WARRANTY STATEMENT, HOMEOWNER hereby appoints FOUR SEASONS HOMES its attorney in fact for the purpose of applying or moving for a court order to compel access to HOMEOWNER's HOME during normal business hours in order to inspect, repair and conduct tests in it. Failure to allow access to the HOME will void this WARRANTY.
- f. RIGHT TO SUBSTITUTE. The decision as to whether to repair, adjust or replace shall be in the sole discretion of FOUR SEASONS HOMES. Any item requiring repair or replacement which cannot be repaired or replaced with products readily available in the standard market place will be repaired or replaced with products of similar kind and quality which are readily available. In addition, at the sole option of FOUR SEASONS HOMES, rather than repairing, adjusting or replacing the defective item, FOUR SEASONS HOMES may pay HOMEOWNER an amount equivalent to the cost of repair or replacement necessitated by such DEFECT. The cost of repair or replacement shall be determined based on three (3) bids of independent contractors qualified to make such repair or replacement.
- g. HOMEOWNER'S OBLIGATIONS. HOMEOWNER must comply with the HOMEOWNER OBLIGATIONS to care for HOME set forth in Paragraph 6 below.
- h. EXTENSION OF WARRANTY PERIODS. No repair or replacement shall act to extend the WORKMANSHIP WARRANTY PERIOD, the SYSTEMS WARRANTY PERIOD or the STRUCTURAL WARRANTY PERIOD.
- i. NON-TRANSFERABLE. THE WARRANTIES DESCRIBED HEREIN ARE NON-TRANSFERABLE AND APPLICABLE ONLY TO THE ORIGINAL PURCHASER OF THIS HOME BY CONTRACT WITH

SELLER. Any obligation of FOUR SEASONS HOMES hereunder terminates if the property is resold or otherwise ceases to be owned by the HOMEOWNER.

- j. TIMELY NOTICE - Any repairs, adjustments or replacements are required hereunder ONLY upon written notice from the HOMEOWNER as set forth herein and in no event where such notice is received after the expiration of the applicable WARRANTY PERIOD.

5. Express Exclusions from Coverage.

This LIMITED WARRANTY does not provide coverage for the following items, which are specifically excluded:

- a. Damage to land and other real property not part of the HOME, or any property that not included in the PURCHASE PRICE.
- b. Damage to swimming pools and other recreational facilities; boundary walls, retaining walls and bulkheads (except where boundary walls, retaining walls and bulkheads are necessary for the structural stability of the HOME); fences; landscaping (including sodding, seeding, shrubs, trees, and plantings); sprinkler systems, patios, decks, stoops, steps and porches, outbuildings, detached carports, or any other appurtenant structure or attachment to the dwelling; or other additions or improvements not a part of the HOME.
- c. Loss or damage which arises while the HOME is being used primarily for nonresidential purposes.
- d. Changes in the level of underground water table which were not reasonably foreseeable at the time of construction of the HOME.
- e. Any condition which has not resulted in actual physical damage to the HOME.
- f. Any loss or damage that is caused or made worse, in whole or in part, by any of the following causes, whether acting alone or in sequence or concurrence with any other cause or causes whatsoever, including without limitation:
 - i. Negligence, improper maintenance, defective material or work supplied by, or improper operation by, anyone other than FOUR SEASONS HOMES or its employees, agents or subcontractors, including failure to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;
 - ii. The repair, adjustment or replacement during the applicable WARRANTY PERIOD of any portion of the HOME by anyone other than FOUR SEASONS HOMES;
 - iii. HOMEOWNER's failure to give prompt and proper notice to FOUR SEASONS HOMES and SELLER of any DEFECT;
 - iv. Change of the grading of the ground that does not comply with accepted grading practices, or failure to maintain the original grade;
 - v. Riot or civil commotion, war, vandalism, hurricane, tornado or other windstorm, fire, explosion, blasting, smoke, water escape, tidal wave, flood, hail, snow, ice storm, lightning, falling trees or other objects, aircraft, vehicles, mudslide, avalanche, earthquake, or volcanic eruption;
 - vi. Accident, casualty or physical alteration or modification (whether intentional or unintentional) to all or any part of the HOME;
 - vii. Abuse or use of the HOME, or any part thereof (whether intentional or unintentional) by any person, firm or entity, beyond the reasonable capacity of such part for such use;
 - viii. Microorganisms, fungus, decay, wet rot, dry rot, soft rot, rotting of any kind, mold, mildew, vermin, termites, insects, rodents, birds, wild or domestic animals, plants, corrosion, rust, radon, radiation, formaldehyde, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant or carcinogenic substance, whether organic or inorganic, and electromagnetic field or emission, including any claim of health risk or uninhabitability based on any of the foregoing;
 - ix. Any loss or damage which has resulted from or been caused by, in whole or in part, the misuse of same (whether intentional or unintentional) by any person, firm or entity other than SELLER or FOUR SEASONS HOMES or from an accident, casualty or physical alteration or modification; or
 - x. HOMEOWNER's failure to minimize or mitigate any DEFECT, condition, loss or damage as soon as practicable.
- g. Any loss or damage caused by buried debris, underground springs, sinkholes, mineshafts or other anomalies which were not reasonably foreseeable when the building site is provided by HOMEOWNER.
- h. Any DEFECT or damage of which HOMEOWNER had knowledge or should have had knowledge upon reasonable inspection prior to the EFFECTIVE DATE of WARRANTY.
- i. Any request for warranty performance submitted to FOUR SEASONS HOMES after an unreasonable delay or after the expiration of the applicable WARRANTY PERIOD.
- j. Loss caused, in whole or in part, by any peril or occurrence for which compensation is provided by state legislation or public funds.
- k. Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair, or any other costs due to loss of use, inconvenience, or annoyance.
- l. Diminished market value of the HOME.
- m. Any and all consequential loss or damage, including without limitation, any damage to property not covered by this LIMITED WARRANTY STATEMENT, any damage to personal property, any damage to property which is not owned by HOMEOWNER, any bodily damage or personal injury of any kind, including

- physical or mental pain and suffering and emotional distress, and any medical or hospital expenses, lost rents or lost profits.
- n. Any and all exclusions set forth in the CONSTRUCTION QUALITY GUIDELINES set forth herein.

6. Homeowner's Obligations.

This LIMITED WARRANTY has been explained to HOMEOWNER and HOMEOWNER acknowledges that HOMEOWNER understands the coverage. The LIMITED WARRANTIES contained herein are conditioned upon compliance of HOMEOWNER with the terms of this LIMITED WARRANTY STATEMENT. HOMEOWNER hereby agrees to:

- a. Keep and maintain the HOME in good repair and condition.
- b. Follow industry approved maintenance procedures.
- c. Comply with all warranty requirements of the manufacturer of equipment, appliances and fixtures in the HOME.
- d. HOMEOWNER acknowledges and agrees that FOUR SEASONS HOMES shall be irreparably harmed if HOMEOWNER undertakes the repair, adjustment or replacement, during the WARRANTY PERIOD, of any defective portion of the HOME, fixtures, or any real or personal property covered hereunder. Accordingly, HOMEOWNER hereby agrees: (i) to provide written notice as described herein, and FOUR SEASONS HOMES shall have thirty (30) days from receipt of HOMEOWNER's written notice to commence the repair, adjustment or replacement of such defective portion and sixty (60) days from receipt of HOMEOWNER's written notice for the completion thereof (barring circumstances beyond the control of SELLER and FOUR SEASONS HOMES) (the "Repair Period") and (ii) not to repair, replace or otherwise adjust any DEFECT; provided, however, that if FOUR SEASONS HOMES fails to commence the repair, adjustment or replacement of the defective Portion of the HOME within the Repair Period, HOMEOWNER may, but is not obligated to, repair, adjust or replace same and such action or inaction shall not abrogate any other rights that HOMEOWNER may have under this LIMITED WARRANTY STATEMENT. If HOMEOWNER fails to comply with the provisions of this section, HOMEOWNER shall be deemed to have breached HOMEOWNER's obligation to mitigate damages and this WARRANTY shall be void.
- e. HOMEOWNER shall give timely notice in writing to FOUR SEASONS HOMES as set out herein of any DEFECT that HOMEOWNER believes to be covered under this LIMITED WARRANTY. Notice of a DEFECT must be received by FOUR SEASONS HOMES no later than the expiration of the applicable WARRANTY PERIOD for that DEFECT and no action at law or in equity may be brought by HOMEOWNER against FOUR SEASONS HOMES, its subsidiaries or affiliates, for failure to remedy or repair any DEFECT about which FOUR SEASONS HOMES has not received timely notice.
- f. The HOMEOWNER must allow FOUR SEASONS HOMES, its employees, agents and representatives, access to the HOME during normal business hours to investigate problems and/or make necessary repairs. If the HOME is occupied by someone other than the HOMEOWNER, it is the HOMEOWNER's responsibility to make the necessary arrangements with the occupant for admission to the HOME. The HOMEOWNER shall notify FOUR SEASONS HOMES as to any unusual circumstances existing in the HOME or on the property where the HOME is located.

CONSTRUCTION QUALITY GUIDELINES

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP WARRANTY

Site Work

1. Grading

Deficiency-Settling of ground around foundation, utility trenches or other areas on the property where excavation and backfill have taken place that affect drainage away from the HOME.

CONSTRUCTION QUALITY GUIDELINES-Settling of ground around foundation walls, utility trenches or other filled areas that exceeds a maximum of six inches from finished grade established by BUILDER.

BUILDER/WARRANTOR Responsibility-If BUILDER has provided final grading, BUILDER shall fill settled areas affecting proper drainage, one time only, during the WORKMANSHIP WARRANTY PERIOD. HOMEOWNER is responsible for removal and replacement of shrubs and other landscaping affected by placement of the fill.

Exclusion-N/A

2. Drainage

Deficiency-Improper surface drainage.

CONSTRUCTION QUALITY GUIDELINES-Necessary grades and swales shall be established to provide proper drainage away from the HOME. Site drainage, under the LIMITED WARRANTY, is limited to grades within 10-feet and swales within 20-feet of the foundation of the HOME. Standing or ponding water shall not remain in these areas for a period longer than 24-hours after a rain, except in swales that drain from adjoining properties or where a sump pump discharges. In these areas an extended period of 48-hours is to be allowed for water to dissipate. The possibility of standing water after an unusually heavy rainfall should be anticipated and is not to be considered a deficiency. No grading determination is to be made while there is frost or snow or when the ground is saturated.

BUILDER/WARRANTOR Responsibility-BUILDER is only responsible for initially establishing the proper grades, swales and drainage away from HOME. HOMEOWNER is responsible for maintaining such grades and swales once constructed by the BUILDER. BUILDER is not responsible for drainage deficiencies attributable to grading requirements imposed by state, county, or local governing agencies.

Exclusion-Standing or ponding water outside of defined swales and beyond 10-feet from the foundation of the HOME, or that is within 10-feet but is caused by unusual grade conditions, or retention of treed areas, is not considered a deficiency. Standing or ponding water caused by changes in the grade or placement of sod, fencing, or any other obstructions by HOMEOWNER are excluded from LIMITED WARRANTY coverage.

Deficiency-Soil Erosion

CONSTRUCTION QUALITY GUIDELINES-NONE. NO COVERAGE.

BUILDER/WARRANTOR Responsibility-NONE. BUILDER is not responsible for soil erosion due to acts of God or other conditions beyond the BUILDER's control.

Exclusion-Soil erosion and runoff caused by failure of HOMEOWNER to maintain the properly established grades, drainage structures and swales; stabilized soil, sodded, seeded and landscaped areas; are excluded from LIMITED WARRANTY coverage.

Deficiency-Grassed or landscaped areas, which are disturbed or damaged due to work performed by BUILDER on the property in correcting a deficiency.

CONSTRUCTION QUALITY GUIDELINES-Landscaped areas that are disturbed during repair work are deficiencies.

BUILDER/WARRANTOR Responsibility- Restore grades, seed and landscape to meet original condition. BUILDER is not responsible for grasses or landscaped areas which are damaged by others, including any work performed by public or private utility companies.

Exclusion-Replacement of trees and large bushes that existed at the time HOME was constructed or those added by HOMEOWNER after occupancy or those that subsequently die are excluded from LIMITED WARRANTY coverage.

Concrete

1. Cast-In Place Concrete

Deficiency-Basement or foundation wall cracks, other than expansion or control joints.

CONSTRUCTION QUALITY GUIDELINES-Concrete cracks greater than 1/8-inch in width, or which allow exterior water to leak into basement, are deficiencies.

BUILDER/WARRANTOR Responsibility-Repair non-structural cracks by surface patching. These repairs should be made toward the end of the first year of WORKMANSHIP WARRANTY PERIOD coverage to permit normal stabilizing of the HOME by settling.

Exclusion-Shrinkage cracks are not unusual and are inherent in the concrete curing process.

Deficiency-Cracking of basement floor.

CONSTRUCTION QUALITY GUIDELINES-Minor cracks in concrete basement floors are common. Cracks exceeding ¼ inch in width or 3/16th inch in vertical displacement are deficiencies.

BUILDER/WARRANTOR Responsibility-Repair cracks exceeding maximum tolerance by surface patching or other methods, as required.

Exclusion-N/A

Deficiency-Cracking of driveway.

CONSTRUCTION QUALITY GUIDELINES-Minor cracks in concrete driveways are common. Cracks exceeding ¼ inch in width or 3/16th inch in vertical displacement are deficiencies.

BUILDER/WARRANTOR Responsibility-Repair cracks exceeding maximum tolerance by surface patching.

Exclusion-N/A

Deficiency-Cracking of attached garage floor slab.
CONSTRUCTION QUALITY GUIDELINES-NONE. NO COVERAGE.
BUILDER/WARRANTOR Responsibility-NONE.
Exclusion-NO COVERAGE is provided for this element under the LIMITED WARRANTY.

Deficiency-Cracks in attached patio slab and sidewalks.
CONSTRUCTION QUALITY GUIDELINES-NONE. NO COVERAGE.
BUILDER/WARRANTOR Responsibility-NONE.
Exclusion-NO COVERAGE is provided for this element under the LIMITED WARRANTY.

Deficiency-Cracks in concrete slab-on-grade floors, with finish flooring.
CONSTRUCTION QUALITY GUIDELINES-Cracks that rupture or significantly impair the appearance or performance of the finish flooring material are deficiencies.
BUILDER/WARRANTOR Responsibility-Repair cracks as required so as not to be apparent when the finish flooring material is in place. Repair or replace finish flooring.
Exclusion-N/A

Deficiency-Uneven concrete floor slabs.
CONSTRUCTION QUALITY GUIDELINES-Except for basement floors or where a floor or a portion of floor has been designed for specific drainage purposes, concrete floors in rooms finished for habitability by BUILDER shall not have pits, depressions or area or unevenness exceeding 3/8-inch in 32-inches.
BUILDER/WARRANTOR Responsibility-Repair/replace to meet the CONSTRUCTION QUALITY GUIDELINES. Where applicable, surface patching is an accepted method of repair. Reinstall or replace any finish flooring material as necessary.
Exclusion-N/A

Deficiency-Interior concrete work is pitting, scaling, or spalling.
CONSTRUCTION QUALITY GUIDELINES-Interior concrete surfaces that disintegrate to the extent that aggregate is exposed and loosened under normal conditions of use are deficiencies.
BUILDER/WARRANTOR Responsibility-BUILDER shall take whatever corrective action is necessary to repair or replace defective concrete surfaces.
Exclusion-BUILDER is not responsible for deterioration caused by salt, chemicals, mechanical implements, or other factors beyond the BUILDER's control.

Deficiency-Efflorescence is present on surface of basement floor.
CONSTRUCTION QUALITY GUIDELINES-NONE. NO COVERAGE.
BUILDER/WARRANTOR Responsibility-NONE. This is a normal condition.
Exclusion-N/A

Deficiency-Separation of brick or masonry edging from concrete slab or step.
CONSTRUCTION QUALITY GUIDELINES-It is common for the joint to crack between concrete and masonry due to the dissimilarity of the materials. Cracks in excess of 1/4 inch are a deficiency.
BUILDER/WARRANTOR Responsibility-Grout crack fully and reset loose masonry where required. Replacement of masonry material, if required, shall match the existing as closely as possible.
Exclusion-N/A

2. Construction and Control Joints

Deficiency-Separation or movement of concrete slabs within the structure at construction and control joints.
CONSTRUCTION QUALITY GUIDELINES-NONE. NO COVERAGE.
BUILDER/WARRANTOR Responsibility-NONE.
Exclusion-Concrete slabs within the structure are designed to move at construction and control joints and are not deficiencies. HOMEOWNER are responsible for maintenance of joint material.

Masonry

1. Unit Masonry (Brick, Block and Stone)

Deficiency-Cracks in masonry, brick, or stone veneer.
CONSTRUCTION QUALITY GUIDELINES-Small hairline cracks resulting from shrinkage are common in mortar joints of masonry construction. Cracks greater than 1/4 inch in width are deficiencies.
BUILDER/WARRANTOR Responsibility-BUILDER will repair cracks greater than 1/4-inch by tuck pointing and patching. These repairs should be made toward the end of the first year of WORKMANSHIP WARRANTY PERIOD coverage to permit

HOME to stabilize and normal settlement to occur. BUILDER is not responsible for color variations between existing and new mortar.

Exclusion-N/A

Deficiency-Cracks in concrete block basement walls.

CONSTRUCTION QUALITY GUIDELINES-Small shrinkage cracks that do not affect the structural stability of masonry foundation walls are not unusual. Cracks ¼ inch or greater in width are deficiencies.

BUILDER/WARRANTOR Responsibility-BUILDER shall investigate to determine cause. BUILDER shall take the necessary steps to remove the cause and make repairs by pointing and patching, reinforcement or replacement of the defective courses.

Exclusion-N/A

Deficiency-Concrete block basement wall is bowed.

CONSTRUCTION QUALITY GUIDELINES-Block concrete walls shall not bow in excess of 1 inch in 8 feet when measured from the base to the top of the wall.

BUILDER/WARRANTOR Responsibility-BUILDER shall repair basement walls that are bowed in excess of 1 inch in 8 feet.

Exclusion-N/A

2. Stucco and Cement Plaster

Deficiency-Cracking or spalling of stucco and cement plaster.

CONSTRUCTION QUALITY GUIDELINES-Hairline cracks in stucco or cement plaster are common especially if applied directly to masonry back-up. Cracks greater than 1/8 inch in width or spalling of the finish surfaces are deficiencies.

BUILDER/WARRANTOR Responsibility-Scrape out cracks and spalled areas. Fill with cement plaster or stucco to match finish and color as close as possible.

Exclusion-BUILDER is not responsible for failure to match color or texture, due to nature of material.

Deficiency-Separation of coating from base on exterior stucco wall.

CONSTRUCTION QUALITY GUIDELINES-The coating shall not separate from the base on an exterior stucco wall.

BUILDER/WARRANTOR Responsibility-BUILDER shall repair areas where the coating has separated from the base.

Exclusion-BUILDER is not responsible for failure to match color or texture, due to the nature of the material.

Carpentry

1. Rough Carpentry

Deficiency-Floor squeaks.

CONSTRUCTION QUALITY GUIDELINES-Loud and objectionable squeaks caused by improper installation or loose subfloor are deficiencies, but a totally squeak-proof floor cannot be guaranteed.

BUILDER/WARRANTOR Responsibility-BUILDER will refasten any loose subfloor or take other corrective action to reduce squeaking to the extent possible within reasonable repair capability without removing floor and ceiling finishes.

Exclusion-Floor squeaks may occur when a subfloor that has come loose from the joists is deflected by the weight of a person and rubs against the nails that hold it in place. Squeaks may also occur when one joist is deflected while the other members remain stationary. Because the CONSTRUCTION QUALITY GUIDELINES requires the BUILDER to make a reasonable attempt to eliminate squeaks without requiring removal of floor and ceiling finishes, nailing loose subflooring with casing nails into the carpet surface and countersinking the head is an acceptable practice.

Deficiency-Uneven wood framed floors.

CONSTRUCTION QUALITY GUIDELINES-Wood floors shall not have more than a ¼ inch ridge or depression within any 32 inch measurement.

BUILDER/WARRANTOR Responsibility-Correct or repair to meet the CONSTRUCTION QUALITY GUIDELINES.

Exclusion-N/A

Deficiency-Bowed stud walls or ceilings.

CONSTRUCTION QUALITY GUIDELINES-All interior and exterior frame walls or ceilings have slight variations on the finish surfaces. Walls or ceilings that are bowed more than ½ inch within a 32 inch horizontal measurement; or ½ inch within any 8 foot vertical measurement, are deficiencies.

BUILDER/WARRANTOR Responsibility-Exterior and interior frame walls or ceilings bowed in excess of the allowable standard shall be corrected to meet the allowances of the CONSTRUCTION QUALITY GUIDELINES.

Exclusion-N/A

Deficiency-Wood frame walls out of plumb.

CONSTRUCTION QUALITY GUIDELINES-Wood frame walls that are more than 3/8 inch out of plumb for any 32 inch vertical measurement are a deficiency.

BUILDER/WARRANTOR Responsibility-Make necessary repairs to meet the CONSTRUCTION QUALITY GUIDELINES.

Exclusion-N/A

Deficiency-Wood beam or post is split.

CONSTRUCTION QUALITY GUIDELINES-Beams or posts, especially those 2-½ inches or greater in thickness, will sometimes split as they dry subsequent to construction. Unfilled splits exceeding ¼ inch in width and all splits exceeding 3/8 inch in width are deficiencies.

BUILDER/WARRANTOR Responsibility-BUILDER shall repair or replace as required. Filling splits is acceptable for widths up to 3/8 inch.

Exclusion-Some characteristics of drying wood are beyond the control of the BUILDER and cannot be prevented.

Deficiency-Exterior sheathing and subflooring which delaminates or swells.

CONSTRUCTION QUALITY GUIDELINES-Sheathing and subflooring delaminating or swelling on the side that the finish material has been applied is a deficiency.

BUILDER/WARRANTOR Responsibility-BUILDER shall repair or replace subflooring or sheathing as required. Replacement of the finish materials, when necessary, shall be done to match the existing finish as closely as possible.

Exclusion-N/A

Deficiency-Wood frame walls out of square.

CONSTRUCTION QUALITY GUIDELINES-The diagonal of a triangle with sides of 12 feet and 16 feet along the edges of the floor shall be 20 feet plus or minus ½ inch.

BUILDER/WARRANTOR Responsibility-BUILDER shall make necessary modifications to any floor not complying with the CONSTRUCTION QUALITY GUIDELINES.

Exclusion-N/A

2. *Finish Carpentry*

Deficiency-Unsatisfactory quality of finished exterior trim and workmanship.

CONSTRUCTION QUALITY GUIDELINES-Joints between exterior trim elements and siding or masonry, which are in excess of ¼ inch, are deficiencies. In all cases, the exterior trim abutting masonry siding shall be capable of performing its function to exclude the elements.

BUILDER/WARRANTOR Responsibility-Repair open joints and touch up finish coating where required to match existing as closely as possible. Caulk open joints between dissimilar materials.

Exclusion-N/A

Deficiency-Unsatisfactory quality of finished interior trim and workmanship.

CONSTRUCTION QUALITY GUIDELINES-Joints between moldings and adjacent surfaces that exceed 1/8 inch in width are deficiencies.

BUILDER/WARRANTOR Responsibility-Repair defective joints and touch up finish coating where required to match as closely as possible. Caulking is acceptable.

Exclusion-N/A

Deficiency-Interior trim is split.

CONSTRUCTION QUALITY GUIDELINES-NONE. NO COVERAGE

BUILDER/WARRANTOR Responsibility-NONE.

Exclusion-Splits, cracks, and checking are inherent characteristics of all wood products, and are not considered deficiencies.

Deficiency-Hammer marks visible on interior trim.

CONSTRUCTION QUALITY GUIDELINES-Hammer marks on interior trim shall not be readily visible from a distance of 6 feet under normal lighting conditions.

BUILDER/WARRANTOR Responsibility-BUILDER shall fill hammer marks and refinish or replace affected trim to meet the CONSTRUCTION QUALITY GUIDELINES. Refinished or replaced areas may not match surrounding areas exactly.

Exclusion-N/A

Deficiency-Exposed nail heads in woodwork.

CONSTRUCTION QUALITY GUIDELINES-Setting nails and filling nail holes are considered part of painting and finishing. After painting or finishing nails and nail holes shall not be readily visible from a distance of 6 feet under normal lighting conditions.

BUILDER/WARRANTOR Responsibilities-Fill nail holes where required and if necessary, touch up paint, stain, or varnish to match as closely as possible.

Exclusion-Nail holes do not have to be filled where the surface finish is not conducive or so designed to have nail holes filled because of the product. Nail holes in base and trim in unfinished rooms or closets do not have to be filled.

Thermal and Moisture Protection

1. Waterproofing

Deficiency-Leaks in basement or in foundation/crawl space.

CONSTRUCTION QUALITY GUIDELINES-Leaks resulting in actual trickling of water through the walls or seeping through the floor are deficiencies.

BUILDER/WARRANTOR Responsibility-Take such action as is necessary to correct basement and crawl space leaks, except where the cause is determined to be the result of HOMEOWNER's negligence. Where a sump pit has been installed by BUILDER in the affected area but the sump pump was not contracted for or installed by BUILDER, no action is required until a properly sized pump is installed by HOMEOWNER in an attempt to correct the condition. Should the condition continue to exist, then BUILDER shall take necessary action to correct the problem.

Exclusion-Leaks caused by landscaping improperly installed by HOMEOWNER or failure by HOMEOWNER to maintain proper grades are excluded from LIMITED WARRANTY coverage. Dampness in basement and foundation walls or in concrete basement and crawl space floors is often common to new construction and is not a deficiency.

2. Insulation

Deficiency-Insufficient insulation.

CONSTRUCTION QUALITY GUIDELINES-Insulation that is not installed around all habitable areas in accordance with established local industry standards is a deficiency.

BUILDER/WARRANTOR Responsibility-BUILDER shall install insulation of sufficient thickness and characteristics to meet the local industry standards. In the case of dispute, cost for investigating the sufficiency of insulation and restoring areas to prior condition is to be borne by HOMEOWNER if it is found that the standard has been met by BUILDER.

Exclusion-N/A

Deficiency-Sound transmission between rooms, floor levels, adjoining condominium units in a building, or from the street into HOME.

CONSTRUCTION QUALITY GUIDELINES-NONE. NO COVERAGE.

BUILDER/WARRANTOR Responsibility-NONE.

Exclusion-NO COVERAGE is provided for soundproofing.

3. Ventilation and Moisture Control

Deficiency-Inadequate ventilation or moisture control in crawl spaces.

CONSTRUCTION QUALITY GUIDELINES-Crawl spaces shall have adequate ventilation to remove moisture, or other approved method of moisture control. Ventilation or other moisture control methods shall be considered inadequate if there is damage to supporting members or insulation due to moisture accumulation.

BUILDER/WARRANTOR Responsibility-BUILDER shall investigate to determine cause, and make necessary repairs. Corrective action may include the installation of properly sized louvers, vents, vapor barrier or other locally approved method of moisture control.

Exclusion-Temporary conditions may cause condensation in crawl spaces that can not be eliminated by ventilation and /or vapor barrier. Night air may cool foundation walls and provide a cool surface on which moisture may condense. In homes that are left unheated in the winter, the underside of floors may provide a cold surface on which warmer crawl space air may condense. These and other similar conditions are beyond the BUILDER's control. Maintaining adequate heat and seasonal adjustment of vents is HOMEOWNER's responsibility.

Deficiency-Inadequate ventilation or moisture control in attics or roofs.

CONSTRUCTION QUALITY GUIDELINES-Attics or roofs shall have adequate ventilation to remove moisture, or other approved method of moisture control. Ventilation or other moisture control methods shall be considered inadequate if there is damage to supporting members or insulation due to moisture accumulation.

BUILDER/WARRANTOR Responsibility-BUILDER shall investigate to determine cause, and make necessary repairs. Corrective action may include the installation of properly sized louvers, vents, or other locally approved method of moisture control.

Exclusion-HOMEOWNER is responsible for keeping existing vents unobstructed. Locally approved and properly constructed "hot roof" or other alternate roof designs may not require ventilation and where there is no evidence of moisture damage to supporting members or insulation, are not deficiencies.

Deficiency-Attic vents or louvers leak.

CONSTRUCTION QUALITY GUIDELINES-Attic vents and louvers shall not leak.

BUILDER/WARRANTOR Responsibility-BUILDER shall repair or replace the roof vents as necessary to meet the CONSTRUCTION QUALITY GUIDELINES.

Exclusion-Infiltration of wind-driven rain and snow are not considered leaks and are beyond the control of the BUILDER.

Deficiency-Bath or kitchen exhaust fans improperly vented into attic.

CONSTRUCTION QUALITY GUIDELINES-Bath or kitchen exhaust fans that are vented into attics causing moisture to accumulate resulting in damage to supporting members or insulation, are deficiencies.

BUILDER/WARRANTOR Responsibility-BUILDER shall vent exhaust fans to the outside to correct deficiencies.

Exclusion-N/A

4. Sealants

Deficiency-Water or air leaks in exterior walls due to inadequate caulking.

CONSTRUCTION QUALITY GUIDELINES-Joints and cracks in exterior wall surfaces and around openings that are not properly caulked to exclude the entry of water or excessive drafts are a deficiency.

BUILDER/WARRANTOR Responsibility-Repair and/or caulk joints in exterior wall surfaces as required to correct deficiency one time only during the first year of WORKMANSHIP WARRANTY PERIOD coverage.

Exclusion-HOMEOWNER must maintain caulking once the condition is corrected.

5. Exterior Siding

Deficiency-Delamination, splitting, or deterioration of exterior siding.

CONSTRUCTION QUALITY GUIDELINES-Exterior siding that delaminates, splits or deteriorates is a deficiency.

BUILDER/WARRANTOR Responsibility-Repair/replace only the damaged siding. Siding to match the original as closely. HOMEOWNER should be aware that the new finish may not exactly match the original surface texture or color.

Exclusion-Delaminated siding due to HOMEOWNER's actions or neglect, such as delamination caused by sprinkler system repeatedly wetting siding, is not a deficiency.

Deficiency-Loose or fallen siding.

CONSTRUCTION QUALITY GUIDELINES-All siding that is not installed properly, which causes same to come loose or fall off, is a deficiency.

BUILDER/WARRANTOR Responsibility-Reinstall or replace siding and make it secure.

Exclusion-Loose or fallen siding due to HOMEOWNER's actions or neglect, such as leaning heavy objects against siding, impact, or sprinkler systems repeatedly wetting siding, is not a deficiency.

Deficiency-Siding is bowed.

CONSTRUCTION QUALITY GUIDELINES-Bows exceeding ½ inch in 32 inches are deficiencies.

BUILDER/WARRANTOR Responsibility-BUILDER will repair bowed siding to meet standard. If replacement of siding is required, BUILDER will match original material as closely as possible. HOMEOWNER should be aware that the new finish may not exactly match the original surface texture or color.

Exclusion-Bowed siding due to HOMEOWNER's actions or neglect, such as bowing caused by sprinkler system repeatedly wetting siding, is not a deficiency.

Deficiency-Nails have stained siding.

CONSTRUCTION QUALITY GUIDELINES-Nail stains exceeding ½ inch in 32 inches are deficiencies.

BUILDER/WARRANTOR Responsibility-BUILDER shall correct by either removing stains, painting, or staining the affected are. BUILDER shall match color and finish as closely as possible. Where paint or stain touch up affects the majority of the wall surface, the whole area shall be refinished.

Exclusion-"Natural weathering" or semi-transparent stains are excluded from coverage.

5a. Dryvit

Refer to Dryvit's Limited 10-Year Warranty

6. Roofing

Deficiency-Roof or flashing leaks.

CONSTRUCTION QUALITY GUIDELINES-Roof or flashing leaks that occur under normal weather conditions are deficiencies.

BUILDER/WARRANTOR Responsibility-Correct any roof or flashing leaks that are verified to have occurred under normal weather conditions.

Exclusion-Where cause of leaks is determined to result from severe weather conditions such as ice and snow build-up, high winds and driven rains, such leaks are not deficiencies.

Deficiency-Roof shingles have blown off.

CONSTRUCTION QUALITY GUIDELINES-Shingles shall not blow off in winds less than the manufacturer's standards or specifications.

BUILDER/WARRANTOR Responsibility-BUILDER will replace shingles that blow off in winds less than the manufacturer's standards or specifications only if improper installation is shown to be the cause.

Exclusion-Shingles that blow off in winds less than the manufacturer's standards or specifications due to a manufacturing defect in the shingles are the manufacturer's responsibility. Shingles that blow off in hurricanes, tornadoes, hailstorms, or winds, including gusts greater than 60 miles per hour, are not deficiencies. HOMEOWNER should consult shingle manufacturer's warranty for specifications, standards, and manufacturer's warranty responsibility if shingles blow off in higher wind speeds.

Deficiency-Defective shingles.

CONSTRUCTION QUALITY GUIDELINES- NONE. NO COVERAGE.

BUILDER/WARRANTOR Responsibility-NONE.

Exclusion-Manufacturing DEFECTS in shingles are not covered under the LIMITED WARRANTY. HOMEOWNER should consult shingle manufacturer's warranty for specifications, standards, and manufacturer's warranty responsibility.

Deficiency-Broken roof tile.

CONSTRUCTION QUALITY GUIDELINES- Cracks in tile causing them to become loose or leak are deficiencies.

BUILDER/WARRANTOR Responsibility-BUILDER shall repair and/or replace any cracked tiles as deemed necessary by the BUILDER.

Exclusion-BUILDER shall not be responsible for tiles broken by any one other than the BUILDER's employees and/or subcontractors. BUILDER shall not be responsible for unauthorized personnel cracking roof tiles, i.e. dish installation.

Deficiency-Standing water on built-up roofs.

CONSTRUCTION QUALITY GUIDELINES-Water shall drain from a flat or low-pitched roof within 24 hours of a rainfall.

BUILDER/WARRANTOR Responsibility-BUILDER will take corrective action to assure proper drainage of the roof.

Exclusion-Minor ponding or standing of water is not considered a deficiency.

7. Sheet Metal

Deficiency-Gutters and downspouts leak.

CONSTRUCTION QUALITY GUIDELINES-Gutters and downspouts that leak are deficiencies.

BUILDER/WARRANTOR Responsibility-Repair leaks in gutters and downspouts.

Exclusion-N/A

Deficiency-Water remains in gutters after a rain.

CONSTRUCTION QUALITY GUIDELINES-Small amounts of water may remain in some sections of gutter for a short time after a rain. Standing water in gutters shall not exceed ½ inch in depth.

BUILDER/WARRANTOR Responsibility-BUILDER will repair gutters to assure proper drainage.

Exclusion-HOMEOWNER are responsible for keeping gutters and downspouts free from debris that would obstruct drainage.

Doors and Windows

1. Doors: Interior and Exterior

Deficiency-Warping of interior or exterior doors.

CONSTRUCTION QUALITY GUIDELINES-Interior and exterior doors that warp so as to prevent normal closing and fit are deficiencies. The maximum allowable warping of an interior door is ¼ inch when measured from corner to corner.

BUILDER/WARRANTOR Responsibility-Repair or replace as may be required. New doors to be refinished to match the original as closely as possible.

Exclusion-N/A

Deficiency-Door binds against jamb or head of frame or does not lock.

CONSTRUCTION QUALITY GUIDELINES-Passage doors that do not open and close freely without binding against the doorframe are deficiencies. Lock bolt is to fit the keeper to maintain a closed position.

BUILDER/WARRANTOR-Adjust door and keeper to operate freely.

Exclusion-Wood doors may stick during occasional periods of high humidity.

Deficiency-Door panels shrink and expose bare wood.

CONSTRUCTION QUALITY GUIDELINES- NONE.

BUILDER/WARRANTOR Responsibility- NONE.

Exclusion-Door panels will shrink due to the nature of the material, exposing bare wood at the edges and are not deficiencies.

Deficiency-Door panels split

CONSTRUCTION QUALITY GUIDELINES-Door panels that have split to allow light to be visible through the door are deficiencies.

BUILDER/WARRANTOR Responsibility-If light is visible, fill crack and finish panel to match as closely as possible. Correct one time only during first year of WORKMANSHIP WARRANTY PERIOD coverage.

Exclusion-N/A

Deficiency-Bottom of doors drag on carpet surface.

CONSTRUCTION QUALITY GUIDELINES-Where it is understood by BUILDER and HOMEOWNER that carpet is planned to be installed as floor finish by BUILDER, the bottom of the doors which drag on the carpet are deficiencies.

BUILDER/WARRANTOR Responsibility-Undercut doors as required.

Exclusion-Where carpet is selected by HOMEOWNER having excessive high pile, then HOMEOWNER are responsible for any additional door undercutting.

Deficiency-Excessive opening at the bottom of interior doors.

CONSTRUCTION QUALITY GUIDELINES-Passage doors from room to room that have openings between the bottom of the door and the floor finish material in excess of 1-½ inches are deficiencies. Closet doors having an opening in excess of 2 inches are deficiencies.

BUILDER/WARRANTOR Responsibility-Make necessary adjustment or replace door to meet the required tolerance.

Exclusion-N/A

2. Garage Doors (Attached Garage)

Deficiency-Garage door fails to operate or fit properly.

CONSTRUCTION QUALITY GUIDELINES-Garage doors that do not operate and fit the door opening within the manufacturer's installation tolerances are deficiencies. Some entrance of the elements can be expected under heavy weather conditions and is not considered a deficiency.

BUILDER/WARRANTOR Responsibility-Make necessary adjustments to meet the manufacturer's installation tolerances.

Exclusion-No adjustment is required when cause is determined to result from anyone but BUILDER's or BUILDER's subcontractors' installation of an electric door opener.

3. Wood, Plastic and Metal Windows

Deficiency-Window is difficult to open or close.

CONSTRUCTION QUALITY GUIDELINES-Windows should required no greater operating force than that described in the manufacturer's specifications.

BUILDER/WARRANTOR Responsibility-BUILDER shall correct or repair as required to meet manufacturer's specifications.

Exclusion-N/A

Deficiency-Double hung windows do not stay in place when open.

CONSTRUCTION QUALITY GUIDELINES-Double hung windows are permitted to move within a two inch tolerance, up or down when put in an open position. Any excessive movement exceeding the tolerance is a deficiency.

BUILDER/WARRANTOR Responsibility-Adjust sash balances one time only during the first year of WORKMANSHIP WARRANTY PERIOD coverage. Where possible, BUILDER will instruct HOMEOWNER on the method of adjustment for future repair.

Exclusion-N/A

Deficiency-Condensation or frost on window frames and glass.

CONSTRUCTION QUALITY GUIDELINES-NONE.

BUILDER/WARRANTOR Responsibility-NONE.

Exclusion-Window glass and frames will collect condensation on the frame and glass surface when humidity and temperature differences are present. Condensation is usually the result of temperature/humidity conditions of the HOME.

4. Hardware

Deficiency-Hardware does not work properly, fails to lock or perform its intended purpose.

CONSTRUCTION QUALITY GUIDELINES-All hardware installed on doors and windows that does not operate properly are deficiencies.

BUILDER/WARRANTOR Responsibility-BUILDER shall adjust, repair, or replace hardware as required.

Exclusion-N/A

5. Storm Doors, Windows and Screens

Deficiency-Storm doors, windows and screens do not operate or fit properly.

CONSTRUCTION QUALITY GUIDELINES-Storm doors, windows and screens, when installed, which do not operate or fit properly to provide the protection for which they are intended, are considered deficiencies.

BUILDER/WARRANTOR Responsibility-BUILDER shall make necessary adjustments for proper fit and operation. Replace when adjustment cannot be made.

Exclusion-Missing screens, rips or gouges in the screen mesh are not covered by this LIMITED WARRANTY.

6. Weather Stripping and Seals

Deficiency-Drafts around doors and windows.

CONSTRUCTION QUALITY GUIDELINES-Some infiltration is usually noticeable around doors and windows, especially during high winds. No daylight shall be visible around frame when window or exterior door is closed.

BUILDER/WARRANTOR Responsibility-BUILDER shall repair to meet CONSTRUCTION QUALITY GUIDELINES.

Exclusion-In high wind areas, HOMEOWNER may need to have storm windows and doors installed to eliminate drafts.

7. Glass and Glazing

Deficiency-Clouding and condensation on inside surfaces of insulated glass.

CONSTRUCTION QUALITY GUIDELINES-Insulated glass that clouds up or has condensation on the inside surfaces of the glass is a deficiency.

BUILDER/WARRANTOR Responsibility-BUILDER shall replace glass in accordance with window and glass manufacturer's requirements.

Exclusion-Glass breakage is excluded.

Finishes

1. Lath and Plaster

Deficiency-Cracks in plaster wall and ceiling surfaces.

CONSTRUCTION QUALITY GUIDELINES-Hairline cracks are not unusual. Cracks in plaster wall and ceiling surfaces exceeding 1/16-inch in width are deficiencies.

BUILDER/WARRANTOR Responsibility-BUILDER shall repair cracks that are greater than 1/16 inch in width and touch up paint to match as closely as possible, one time only. Such conditions should be reported near the end of the first year of WORKMANSHIP WARRANTY PERIOD coverage to allow for normal movement in HOME.

Exclusion-N/A

2. Drywall

Deficiency-Drywall cracks.

CONSTRUCTION QUALITY GUIDELINES-Hairline cracks are not unusual. Cracks in interior gypsum board or other drywall materials exceeding 1/8-inch in width are deficiencies.

BUILDER/WARRANTOR Responsibility-BUILDER shall repair cracks that are greater than 1/8 inch in width and touch up paint to match as closely as possible, one time only. Such conditions should be reported near the end of the first year of WORKMANSHIP WARRANTY PERIOD coverage to allow for normal movement in HOME.

Exclusion-N/A

Deficiency-Nail pops, blisters, or other blemish is visible on finished wall or ceiling.

CONSTRUCTION QUALITY GUIDELINES-Nail pops and blisters that are readily visible from a distance of 6 feet under normal lighting conditions are deficiencies.

BUILDER/WARRANTOR Responsibility-BUILDER will repair such blemishes, and touch up paint to match as closely as possible, one time only. Such conditions should be reported near the end of the first year of WORKMANSHIP WARRANTY PERIOD coverage to allow for normal settlement of the HOME.

Exclusion-Depressions or slight mounds at nail heads are not considered deficiencies. BUILDER is not responsible for nail pops or blisters that are not visible, such as those covered by wallpaper.

Deficiency-Cracked corner bead, excess joint compound, trowel marks, or blisters in tape joints.

CONSTRUCTION QUALITY GUIDELINES-Cracked or exposed corner bead, trowel marks, excess joint compound, or blisters in drywall tape, are deficiencies.

BUILDER/WARRANTOR Responsibility-BUILDER will repair to meet CONSTRUCTION QUALITY GUIDELINES, and touch up paint to match as closely as possible, one time only. Such conditions should be reported near the end of the first year of WORKMANSHIP WARRANTY PERIOD coverage to allow for normal settlement of the HOME.

Exclusion-N/A

3. Hard Surfaces

Deficiency-Flagstone, Marble, Quarry Tile, Slate, or other hard surface flooring is broken or loose.

CONSTRUCTION QUALITY GUIDELINES-Tile, flagstone, or similar hard surfaced sanitary flooring that cracks or becomes loose is a deficiency. Subfloor and wall board are required to be structurally sound, rigid, and suitable to receive finish.

BUILDER/WARRANTOR Responsibility-BUILDER shall replace cracked tiles, marble, or stone and resecure loose tiles, marble, or stone flooring.

Exclusion-Cracking and loosening of flooring caused by HOMEOWNER's negligence is not a deficiency. BUILDER is not responsible for color and pattern variations or discontinued patterns of the manufacturer.

Deficiency-Cracks appear in grouting of ceramic tile joints or at junctions with other material such as a bathtub, shower or countertop.

CONSTRUCTION QUALITY GUIDELINES-Cracks in grouting of ceramic tile joints are deficiencies. Regrouting of these cracks is HOMEOWNER's maintenance responsibility after the BUILDER has regouted once.

BUILDER/WARRANTOR Responsibility-BUILDER shall repair grouting as necessary one time only within the first year of WORKMANSHIP WARRANTY PERIOD coverage.

Exclusion-Open cracks or loose grouting, where the wall surface abuts the flashing lip at a tub, shower basin, or countertop are considered HOMEOWNER's maintenance responsibility and any resultant damage to other finish surfaces due to leaks, etc. are not considered deficiencies.

4. Resilient Flooring

Deficiency-Nail pops appear on the surface of resilient flooring.

CONSTRUCTION QUALITY GUIDELINES-Readily apparent nail pops are deficiencies.

BUILDER/WARRANTOR Responsibility-BUILDER shall correct nail pops that have caused damage to the floor material and repair or replace damaged floor covering in the affected area. BUILDER is not responsible for discontinued patterns or color variations.

Exclusion-N/A

Deficiency-Depressions or ridges appear in the resilient flooring due to subfloor irregularities.

CONSTRUCTION QUALITY GUIDELINES-Readily apparent depressions or ridges exceeding 1/8 inch are a deficiency. The ridge or depression measurement is taken as the gap created at one end of a 6-inch straight edge placed over the depressions or ridge with 3 inches on one side of the deficiency held tightly to the floor.

BUILDER/WARRANTOR Responsibility-BUILDER shall take required action to bring the deficiency within acceptable tolerances so as to be not readily visible. BUILDER is not responsible for discontinued patterns or color variations in the floor covering, HOMEOWNER's neglect or abuse, nor installations performed by others.

Exclusion-N/A

Deficiency-Resilient flooring or base loses adhesion.

CONSTRUCTION QUALITY GUIDELINES-Resilient flooring or base that lifts, bubbles, or becomes unglued is a deficiency.

BUILDER/WARRANTOR Responsibility-BUILDER shall repair or replace resilient flooring or base as required. BUILDER is not responsible for discontinued patterns or color variations.

Exclusion-N/A

Deficiency-Seams or shrinkage gaps show at resilient flooring joints.

CONSTRUCTION QUALITY GUIDELINES-Gaps in excess of 1/16 inch in width in resilient floor covering joints are deficiencies. Where dissimilar materials abut, a gap in excess of 1/8inch is a deficiency.

BUILDER/WARRANTOR Responsibility-BUILDER shall repair or replace the resilient flooring to meet the CONSTRUCTION QUALITY GUIDELINES. BUILDER is not responsible for discontinued patterns or color variations of floor covering. Proper repair can be affected by sealing gap with seam sealer.

Exclusion-N/A

5. Finished Wood Flooring

Deficiency-Cupping, open joints or separations in wood flooring.

CONSTRUCTION QUALITY GUIDELINES-Open joints or separations between floorboards of finished wood flooring shall not exceed 1/8 inch in width. Cups in strip floorboards shall not exceed 1/16 inch in height in a 3 inch maximum distance when measured perpendicular to the length of the board.

BUILDER/WARRANTOR Responsibility-BUILDER shall determine the cause and if the result of a deficiency in workmanship or material, correct one time only. For repairable deficiencies, repair cracks by filling and refinishing to match the wood surface as closely as possible. For non-repairable deficiencies, replace and finish affected area to match remaining flooring as closely as possible.

Exclusion-Wood floors are subject to shrinkage and swell due to seasonal variations in the humidity level of HOME. While boards may be installed tight together, gaps or separations may appear during heating seasons or periods of low humidity. Gaps or separations that close during non-heating seasons are not considered deficiencies. HOMEOWNER should be familiar with the recommended care and maintenance requirements of the wood floor. Repeated wetting and drying, or wet mopping may damage wood finishes. Dimples or scratches can be caused by moving furniture or dropping heavy objects, and certain high heel style shoes may cause indentations. These conditions are not covered by the LIMITED WARRANTY.

6. *Painting*

Deficiency-Knot and wood stains appear through paint on exterior.

CONSTRUCTION QUALITY GUIDELINES-Excessive knot and wood stains that bleed through the paint are considered deficiencies.

BUILDER/WARRANTOR Responsibility-BUILDER shall seal affected areas where excessive bleeding of knots and stains appear and touch-up paint to match as closely as possible.

Exclusion-N/A

Deficiency-Exterior paint or stain peels or deteriorates.

CONSTRUCTION QUALITY GUIDELINES-Exterior paints or stains that peel or deteriorate during the first year of ownership are deficiencies.

BUILDER/WARRANTOR Responsibility-BUILDER shall properly prepare and refinish affected areas, matching color as closely as possible. Where finish repairs affect the majority of the surface areas, the whole area should be refinished. The LIMITED WARRANTY on the newly repainted surfaces will not extend beyond the original applicable WARRANTY PERIOD.

Exclusion-Fading, however, is normal and subject to the orientation of painted surfaces to the climatic conditions which may prevail in the area. Fading is not a deficiency.

Deficiency-Mildew or fungus forms on painted or factory finished surfaces.

CONSTRUCTION QUALITY GUIDELINES-NONE. NO COVERAGE.

BUILDER/WARRANTOR Responsibility-NONE.

Exclusion-Mildew or fungus that forms on a painted or factory finished surface when the surface is subject to various exposures (e.g.: ocean, lake, riverfront, heavily wooded areas or mountains) is not a deficiency.

Deficiency-Deterioration of varnish or lacquer finishes.

CONSTRUCTION QUALITY GUIDELINES-Natural finish on interior woodwork that deteriorates during the first year of WORKMANSHIP WARRANTY PERIOD coverage is a deficiency.

BUILDER/WARRANTOR Responsibility-BUILDER shall refinish affected areas of natural finished interior woodwork, matching the color as closely as possible.

Exclusion-Varnish-type finishes used on exterior surfaces will deteriorate rapidly and are not covered by the LIMITED WARRANTY.

Deficiency-Interior paint coverage.

CONSTRUCTION QUALITY GUIDELINES-Wall, ceiling and trim surfaces that are painted shall not show through new paint when viewed from a distance of 6 feet under normal lighting conditions.

BUILDER/WARRANTOR Responsibility-BUILDER shall repaint wall, ceiling or trim surfaces where inadequate paint has been applied. Where the majority of the wall or ceiling surface is affected the entire area will be painted from break line to break line. BUILDER is not required to repaint an entire room unless all walls and ceiling have been affected.

Exclusion-N/A

Deficiency-Paint splatters and smears on finish surfaces.

CONSTRUCTION QUALITY GUIDELINES-Paint splatters on walls, woodwork, or other surfaces which are excessive, shall not be readily visible when viewed from a distance of 6 feet under normal lighting conditions.

BUILDER/WARRANTOR Responsibility-BUILDER shall remove paint splatters without affecting the finish of the material, or replace the damaged surface if paint cannot be removed.

Exclusion-Minor paint splatter and smears on impervious surfaces that can be easily removed by normal cleaning methods are considered to be HOMEOWNER's maintenance responsibility and are not deficiencies.

7. *Wall Covering*

Deficiency-Peeling of wall covering installed by BUILDER.

CONSTRUCTION QUALITY GUIDELINES-Peeling of wall covering is a deficiency, unless it is due to HOMEOWNER's abuse or negligence.

BUILDER/WARRANTOR Responsibility-BUILDER shall repair or replace defective wall covering.

Exclusion-N/A

Deficiency-Pattern in wall covering is mismatched at the edges.

CONSTRUCTION QUALITY GUIDELINES-Pattern in wall covering shall match at the edges.

BUILDER/WARRANTOR Responsibility-BUILDER shall remove mismatched wall covering and replace. BUILDER is not responsible for discontinued wall covering or variations in color.

Exclusion-Defects in the wall covering patterns are the manufacturer's responsibility, and excluded from LIMITED WARRANTY coverage.

Deficiency-Lumps, ridges and nail pops in wallboard that appear after the HOMEOWNER has wall covering installed by others.

CONSTRUCTION QUALITY GUIDELINES-NONE. NO COVERAGE.

BUILDER/WARRANTOR Responsibility-NONE.

Exclusion-HOMEOWNER shall insure that the surface to receive wall covering is suitable and assume full responsibility should lumps, ridges and nail pops occur at a later date.

8. *Carpeting*

Deficiency-Carpet does not meet at the seams.

CONSTRUCTION QUALITY GUIDELINES-It is not unusual for carpet seams to show. However, a visible gap or overlapping at the seam due to improper installation is a deficiency.

BUILDER/WARRANTOR Responsibility-BUILDER shall correct to eliminate visible gap or overlapping at the seam.

Exclusion-Carpet material is not covered under the LIMITED WARRANTY.

Deficiency-Color variations in carpet.

CONSTRUCTION QUALITY GUIDELINES-NONE. NO COVERAGE.

BUILDER/WARRANTOR Responsibility-NONE.

Exclusion-Colors may vary by dye lot and from one end to another in the same roll. Side to side shading may show at most, if not all, seams even where the same dye lot is used. Carpet material is not covered under the LIMITED WARRANTY. HOMEOWNER should consult carpet manufacturer's warranty for specifications, standards and manufacturer's warranty responsibility for color variations.

Deficiency-Carpeting loosens or the carpeting stretches.

CONSTRUCTION QUALITY GUIDELINES-When stretched and secured properly, wall-to-wall carpeting installed as the primary floor covering shall not come up, loosen or separate from the points of attachment.

BUILDER/WARRANTOR Responsibility-BUILDER will restretch or resecure carpeting to meet CONSTRUCTION QUALITY GUIDELINES one time only during the first year of WORKMANSHIP WARRANTY PERIOD coverage.

Exclusion-N/A

Specialties

1. *Fireplaces*

Deficiency-Fireplace or chimney does not draw properly causing smoke to enter a HOME.

CONSTRUCTION QUALITY GUIDELINES-A properly designed and constructed fireplace or chimney shall function correctly. High winds can cause temporary negative or down drafts. Negative drafts can also be caused by obstructions such as tree branches, steep hillsides, adjoining homes and interior furnaces. In some cases, it may be necessary to open a window slightly to create an effective draft. Since negative draft conditions could be temporary. It is necessary for the HOMEOWNER to substantiate the problems to the BUILDER by constructing a fire so the condition can be observed.

BUILDER/WARRANTOR Responsibility-When determined the malfunction is based upon improper construction of the fireplace, the BUILDER shall take the necessary steps to correct the problem.

Exclusion-When it is determined that the fireplace is properly designed and constructed but still malfunctions due to natural causes beyond BUILDER's control, BUILDER is not responsible.

Deficiency-Chimney separation from structure to which it is attached.

CONSTRUCTION QUALITY GUIDELINES-Newly built fireplaces will often incur slight amounts of separation. Separation that exceeds ½ inch from the main structure in any 10 foot vertical measurement is a deficiency.

BUILDER/WARRANTOR Responsibility-BUILDER shall correct. Caulking or grouting is acceptable unless the cause of the separation is due to structural failure of the chimney foundation. In that case, caulking is unacceptable.

Exclusion-N/A

Deficiency-Cracks in masonry hearth or facing.

CONSTRUCTION QUALITY GUIDELINES-Small hairline cracks in mortar joints resulting from shrinkage are not unusual. Cracks in stone or brick hearth or facing greater than ¼ inch in width are deficiencies.

BUILDER/WARRANTOR Responsibility-BUILDER will repair cracks exceeding standard by pointing or patching. BUILDER is not responsible for color variations between existing and new mortar.

Exclusion-Heat and flames from normal fires can cause cracking of firebrick and mortar joints. This should be expected and is not covered by the LIMITED WARRANTY.

Cabinets and Vanities

1. *Kitchen Cabinets and Vanities*

Deficiency-Kitchen and vanity cabinet doors and drawers bind.

CONSTRUCTION QUALITY GUIDELINES-Cabinet doors and drawers shall open and close with reasonable ease.

BUILDER/WARRANTOR Responsibility-BUILDER shall adjust or replace doors and drawers as necessary to meet CONSTRUCTION QUALITY GUIDELINES.

Exclusion-N/A

Deficiency-Warping of kitchen and vanity cabinet doors and drawer fronts.

CONSTRUCTION QUALITY GUIDELINES-Warping that exceeds ¼ inch as measured from the face of the cabinet frame to the furthestmost point of warping on the drawer or door front in a closed position is a deficiency.

BUILDER/WARRANTOR Responsibility-BUILDER shall correct or replace door or drawer front as required.

Exclusion-N/A

Deficiency-Gaps between cabinets, ceiling and walls.

CONSTRUCTION QUALITY GUIDELINES-Countertops, splash boards, base and wall cabinets are to be securely mounted. Gaps in excess of ¼ inch between wall and ceiling surfaces are a deficiency.

BUILDER/WARRANTOR Responsibility-BUILDER shall make necessary adjustment of cabinets and countertop or close gap by means of moulding suitable to match the cabinet or countertop finish, or as closely as possible; or other acceptable means.

Exclusion-N/A

2. Countertops

Deficiency-Surface cracks and delaminations in high pressure laminates of vanity and kitchen cabinet countertops.

CONSTRUCTION QUALITY GUIDELINES-Countertops fabricated with high pressure laminate coverings that delaminate or have surface cracks or joints exceeding 1/16 inch between sheets are considered deficiencies.

BUILDER/WARRANTOR Responsibility-BUILDER shall repair or replace laminated surface covering having cracks or joints exceeding the allowable width.

Exclusion-N/A

Mechanical

1. Plumbing

Deficiency-Faucet or valve leak.

CONSTRUCTION QUALITY GUIDELINES-A valve or faucet leak due to material or workmanship is a deficiency and is covered only during the WORKMANSHIP WARRANTY PERIOD.

BUILDER/WARRANTOR Responsibility-BUILDER shall repair or replace the leaking faucet or valve.

Exclusion-Leakage caused by worn or defective washers or seals are HOMEOWNER's maintenance responsibility.

Deficiency-Defective plumbing fixtures, appliances or trim fittings.

CONSTRUCTION QUALITY GUIDELINES-Fixtures, appliances or fittings shall comply with their manufacturer's standards as to use and operation.

BUILDER/WARRANTOR Responsibility-NONE.

Exclusion-Defective plumbing fixtures, appliances and trim fittings are covered under their manufacturer's warranty.

2. Water Supply

Deficiency-Staining of plumbing fixtures due to high iron, manganese, or other mineral content in water.

CONSTRUCTION QUALITY GUIDELINES-NONE. NO COVERAGE.

BUILDER/WARRANTOR Responsibility-NONE. High iron and manganese content in the water supply system will cause staining of plumbing fixtures.

Exclusion-Maintenance and treatment of the water is HOMEOWNER's responsibility.

Deficiency-Noisy water pipes.

CONSTRUCTION QUALITY GUIDELINES-Some noise can be expected from the water pipe system, due to the flow of water. However, the supply pipes should not make the pounding noise called "water hammer." "Water hammer" is a deficiency covered only during the WORKMANSHIP WARRANTY PERIOD.

BUILDER/WARRANTOR Responsibility-BUILDER shall correct to eliminate "water hammer."

Exclusion-Noises due to water flow and pipe expansion are not considered deficiencies.

3. Heating and Air Conditioning

Deficiency-Inadequate heat.

CONSTRUCTION QUALITY GUIDELINES-A heating system shall be capable of producing an inside temperature of at least 70 degrees Fahrenheit as measured in the center of the room at a height of five feet above the floor under local outdoor winter

design conditions. NOTE FOR HEATING: There may be periods when the outdoor temperature falls below the design temperature, thereby lowering the temperature in HOME.

BUILDER/WARRANTOR Responsibility-BUILDER shall correct heating system as required to provide the required temperatures if a deficiency exists.

Exclusion-Orientation of HOME and location of room will also provide a temperature differential, especially when the heating system is controlled by a single thermostat for one or more floor levels. HOMEOWNER is responsible for balancing dampers and registers and for making other necessary minor adjustments.

Deficiency-Inadequate cooling.

CONSTRUCTION QUALITY GUIDELINES-When air conditioning is provided, the cooling system is to be capable of maintaining a temperature of 78 degrees Fahrenheit as measured in the center of each room at a height of five feet above the floor, under local outdoor summer design conditions. NOTE FOR AIR CONDITIONING: In the case of outside temperatures exceeding 95 degrees Fahrenheit, the system shall keep the inside temperature 15 degrees cooler than the outside temperature. National, state or local requirements shall supersede this guideline where such requirements have been adopted by the local governing agency.

BUILDER/WARRANTOR Responsibility-Correct cooling system to meet the CONSTRUCTION QUALITY GUIDELINES during the first year of WORKMANSHIP WARRANTY PERIOD coverage.

Exclusion-Orientation of HOME and location of room will also provide a temperature differential, especially when the air-conditioning system is controlled by a single thermostat for one or more levels. HOMEOWNER is responsible for balancing dampers and registers and for making other necessary minor adjustments.

Deficiency-Ductwork and heating piping not insulated in uninsulated area.

CONSTRUCTION QUALITY GUIDELINES-Ductwork and heating pipes that are run in uninsulated crawl spaces, garages or attics are to be insulated. Basements are not "uninsulated areas", and no insulation is required.

BUILDER/WARRANTOR Responsibility-BUILDER shall install required insulation.

Exclusion-N/A

Deficiency-Condensate lines clog up.

CONSTRUCTION QUALITY GUIDELINES-NONE. NO COVERAGE.

BUILDER/WARRANTOR Responsibility-BUILDER shall provide clean and unobstructed lines on EFFECTIVE DATE of WORKMANSHIP WARRANTY PERIOD.

Exclusion-Condensate lines will clog under normal conditions. HOMEOWNER is responsible for continued operation of drain lines.

Deficiency-Improper mechanical operation of evaporative cooling system.

CONSTRUCTION QUALITY GUIDELINES-Equipment that does not function properly at temperature standard set is a deficiency.

BUILDER/WARRANTOR Responsibility-BUILDER shall correct and adjust so that blower and water system operate as designed during the first year of WORKMANSHIP WARRANTY PERIOD coverage.

Exclusion-N/A

Deficiency-Ductwork makes noises.

CONSTRUCTION QUALITY GUIDELINES-NONE. NO COVERAGE.

BUILDER/WARRANTOR Responsibility-NONE.

Exclusion-When metal is heated, it expands, and when cooled, it contracts. The resulting "ticking" or "crackling" sounds generally are to be expected and are not deficiencies.

Deficiency-Ductwork makes excessively loud noises known as "oil canning".

CONSTRUCTION QUALITY GUIDELINES-The stiffening of the ductwork and the gauge of metal used shall be such that ducts do not "oil can". The booming noise caused by oil canning is a deficiency.

BUILDER/WARRANTOR Responsibility-BUILDER shall take the necessary steps to eliminate noise caused by oil canning.

Exclusion-N/A

Electrical Components

1. Switches and Receptacles

Deficiency-Fuses blow, or circuit breakers kick out.

CONSTRUCTION QUALITY GUIDELINES-Fuses and circuit breakers that deactivate under normal usage, when reset or replaced are deficiencies during the first year of LIMITED WARRANTY coverage.

BUILDER/WARRANTOR Responsibility-BUILDER shall check all wiring and replace wiring or breaker if it does not perform adequately or is defective.

Exclusion-N/A

Deficiency-Drafts from electrical outlets.

CONSTRUCTION QUALITY GUIDELINES-NONE. NO COVERAGE.

BUILDER/WARRANTOR Responsibility-NONE.

Exclusion-The electrical junction box on exterior walls may produce a slight air flow whereby the cold air can be drawn through the outlet into a room. This problem is normal in new HOME construction.

Deficiency-Malfunction of electrical outlets, switches, or fixtures.

CONSTRUCTION QUALITY GUIDELINES-All switches, fixtures and outlets which do not operate as intended are considered deficiencies only during the first year of WORKMANSHIP WARRANTY PERIOD coverage.

BUILDER/WARRANTOR Responsibility-BUILDER shall repair or replace defective switches, fixtures and outlets.

Exclusion-N/A

Deficiency-Light fixture tarnishes.

CONSTRUCTION QUALITY GUIDELINES-NONE. NO COVERAGE.

BUILDER/WARRANTOR Responsibility-NONE.

Exclusions-Finishes on light fixtures may be covered under their manufacturer's warranty.

2. Service and Distribution

Deficiency-Ground fault interrupter trips frequently.

CONSTRUCTION QUALITY GUIDELINES-Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These devices are sensitive and can be tripped very easily. Ground fault outlets that do not operate as intended are considered deficiencies.

BUILDER/WARRANTOR Responsibility-BUILDER shall replace the device if defective during the first year of WORKMANSHIP WARRANTY PERIOD coverage.

Exclusion-N/A

ITEMS COVERED UNDER THE 2-YEAR SYSTEMS WARRANTY

Mechanical Systems

1. Septic Tank Systems

Deficiency-Septic Systems fail to operate properly.

CONSTRUCTION QUALITY GUIDELINES-Septic system should be capable of properly handling normal flow of household effluent.

BUILDER/WARRANTOR Responsibility-BUILDER shall take corrective action if it is determined that malfunction is due to a deficiency in workmanship, materials or failure to construct system in accordance with state, county, or local requirements. BUILDER is not responsible for malfunctions or limitations in the operation of the system attributable to design restrictions imposed by state, county, or local governing agencies. BUILDER is also not responsible for malfunctions which occur or are caused by conditions beyond BUILDER's control, including HOMEOWNER's negligence, abuse, freezing, soil saturation, changes in ground water table or other acts of nature.

Exclusion-HOMEOWNER is responsible for periodic pumping of the septic tank and a normal need for pumping is not a deficiency. The following are considered HOMEOWNER's negligence or abuse as exclusion under the LIMITED WARRANTY: a.) excessive use of water such as overuse of washing machine and dishwasher, including their simultaneous use; b.) connection of sump pump, roof drains or backwash from water conditioner, to the system. c.) placing of non-biodegradable items in the system; d.) addition of harsh chemicals, greases or cleaning agents, and excessive amounts of bleaches or drain cleaners; e.) use of a food waste disposer not supplied by BUILDER; f.) placement of impervious surfaces over the disposal area; g.) allowing vehicles to drive or park over the disposal area; h.) failure to periodically pump out the septic tank when required. Sewage pumps are excluded under the LIMITED WARRANTY.

2. Plumbing

Deficiency-Water in plumbing pipes freezes and the pipes burst.

CONSTRUCTION QUALITY GUIDELINES-Drain, waste, vent, and water pipes shall be adequately protected to prevent freezing and bursting during normally anticipated cold weather.

BUILDER/WARRANTOR Responsibility-BUILDER shall correct conditions not meeting CONSTRUCTION QUALITY GUIDELINES.

Exclusion-Burst pipes due to HOMEOWNER's neglect and resultant damage are not BUILDER's responsibility. HOMEOWNER are responsible for draining exterior faucets, and maintaining suitable temperature in the HOME to prevent water in pipes from freezing. During periods when the outdoor temperature falls below the design temperature, HOMEOWNER

are responsible for draining or otherwise protecting pipes. HOMEs which are periodically occupied, such as summer HOMEs, or where there will be no occupancy for an extended period of time, must be properly winterized or periodically checked to insure that a reasonable temperature is maintained.

Deficiency-Leakage from any piping.

CONSTRUCTION QUALITY GUIDELINES-Leaks in any waste, vent and water piping are deficiencies.

BUILDER/WARRANTOR Responsibility-BUILDER shall make necessary repairs to eliminate leakage.

Exclusion-Condensation on piping does not constitute leakage, and is not a deficiency, except where pipe insulation is required.

Deficiency-Sanitary sewers, fixtures, waste or drain lines are clogged.

CONSTRUCTION QUALITY GUIDELINES-The BUILDER is not responsible for sewers, fixtures, or drains that are clogged because of HOMEOWNER's actions or negligence. Sanitary sewers, fixtures, waste or drain lines that do not operate or drain properly due to improper construction are deficiencies.

BUILDER/WARRANTOR Responsibility-When defective construction is shown to be the cause, BUILDER shall make necessary repairs. If HOMEOWNER's action or negligence is the cause, HOMEOWNER are responsible for correcting the problem. HOMEOWNER are liable for the entire cost of any sewer and drain cleaning service provided by BUILDER where clogged drains are caused by HOMEOWNER's actions or negligence.

Exclusion-BUILDER is not responsible for sewer lines that extend beyond the property lines on which the HOME is constructed.

3. *Water Supply*

Deficiency-Water supply system fails to deliver water.

CONSTRUCTION QUALITY GUIDELINES-All service connections to municipal water main or private water supply are BUILDER's responsibility when installed by BUILDER.

BUILDER/WARRANTOR Responsibility-BUILDER shall repair as required if failure to supply water is the result of deficiency in workmanship or materials.

Exclusion-If conditions exist which disrupt or eliminate the sources of water supply that are beyond BUILDER's control, then BUILDER is not responsible.

4. *Heating and Air Conditioning*

Deficiency-Refrigerant lines leak.

CONSTRUCTION QUALITY GUIDELINES-BUILDER-installed refrigerant lines or ground loop pipes that develop leaks during normal operation are deficiencies.

BUILDER/WARRANTOR Responsibility-BUILDER shall repair leaking lines and recharge the unit as required.

Exclusion-Leaks due to HOMEOWNER's action or negligence are excluded.

Deficiency-Ductwork separates, becomes unattached.

CONSTRUCTION QUALITY GUIDELINES-Ductwork that is not intact or securely fastened is a deficiency.

BUILDER/WARRANTOR Responsibility-BUILDER shall reattach and resecure all separated or unattached ductwork.

Exclusion-N/A

5. *Electrical System*

Deficiency-Failure of wiring to carry its designed load.

CONSTRUCTION QUALITY GUIDELINES-Wiring that is not capable of carrying the designated load, for normal residential use to switches, receptacles, and equipment, is a deficiency.

BUILDER/WARRANTOR Responsibility-BUILDER shall check wiring and replace if it fails to carry the design load.

Exclusion-N/A

ITEMS COVERED UNDER THE 10-YEAR STRUCTURAL WARRANTY

DEFECT – Actual physical damage caused by a MAJOR STRUCTURAL DEFECT.

CONSTRUCTION QUALITY GUIDELINES – MAJOR STRUCTURAL DEFECTS are deficiencies.

BUILDER/WARRANTOR Responsibility – BUILDER shall repair any MAJOR STRUCTURAL DEFECTS as follows:

1. Repair damage to Load Bearing Portions of the HOME which are necessary to restore the load bearing function;
2. Repair damage to non-Load Bearing Portions of the HOME caused by the MAJOR STRUCTURAL DEFECT when repair is necessary to make the HOME safe, sanitary or otherwise livable; and
3. Repair and make cosmetic corrections to any of the HOME's original surfaces, finishes and coverings which sustained damage directly attributable to the MAJOR STRUCTURAL DEFECT or which require removal and replacement to repair the MAJOR STRUCTURAL DEFECT. Repairs are intended to restore the HOME to its

approximate condition just prior to the MAJOR STRUCTURAL DEFECT, but not necessarily to a like-new condition.

Exclusion - Costs of HOMEOWNER's independent investigations of a DEFECT or MAJOR STRUCTURAL DEFECT.

WARRANTY NOTIFICATION AND CLAIM FORM

Instructions

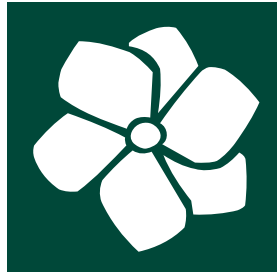
1. This Warranty Notification and Claim Form is part of the Four Seasons Homes, Inc. LIMITED WARRANTY STATEMENT. Before making a claim please review the LIMITED WARRANTY STATEMENT explaining the limited warranty coverage for your home. You should have received the Statement at closing. If not, please contact Four Seasons Homes, Inc. and one will be sent to you.
2. In the event of a problem which you believe to be covered under the LIMITED WARRANTY STATEMENT, then follow the warranty notification procedure set forth below:
 - a. Complete this form and mail it to Four Seasons Homes, Inc., Warranty Service Department, 91 Grand Point Boulevard, Sunrise Beach, Missouri 65079, or bring it in person to your local Four Seasons Homes office. If a notification letter was sent to you via e-mail then reply back to: trollins@4seasonshomes.com or fax back the notification form attn: Warranty Service Department: 573-365-8546.
 - b. Within fourteen (14) days of receipt of your Warranty Notice and Claim Form a Four Seasons Homes representative will contact you regarding an inspection of the Home.
 - c. Four Seasons Homes will determine whether your claim is covered. If your claim is covered, necessary repairs, adjustments or replacements will be initiated as set forth in the LIMITED WARRANTY STATEMENT. If your claim is not covered, you will be notified in writing.
3. If you disagree with the decision made by the Warranty Service Department, you may appeal the decision by sending an explanation of the disagreement to Four Seasons Homes management by writing to: Four Seasons Homes, Inc., Management, 91 Grand Point Boulevard, Sunrise Beach, Missouri 65079. Please include the following information:
 - a. Explain your rationale for disagreeing with the determination of the Warranty Service Department, indicating, if possible, those sections of the LIMITED WARRANTY STATEMENT providing coverage.
 - b. The appeal must be received by Four Seasons Homes, Inc. within thirty (30) days of the date of the notification of non-coverage.
 - c. If justified, a second inspection will be made by Four Seasons Homes management personnel and you will be advised of their findings.
4. To initiate the warranty notification procedure under the Four Seasons Homes LIMITED WARRANTY STATEMENT, complete the attached form. Please ITEMIZE your claim(s) as simply and briefly as possible, avoiding editorial comment if possible.

HOMEOWNER, by signing this document, acknowledges receipt of the Four Seasons Homes LIMITED WARRANTY STATEMENT and WARRANTY NOTIFICATION FORM and agrees to abide by the terms and conditions contained therein.

Name

Name

Acknowledged by _____ on this _____ day of _____, 20____
(Four Seasons Homes Representative)



FOUR SEASONS --- HOMES



ANOTHER FOUR SEASONS EXPERIENCE

Warranty Notification Information and Claim Form

Warranty Claim Form Information

1. The enclosed Warranty Notification Form is part of the **Four Seasons Homes Ten Year Limited Warranty**. Before making a claim please review the warranty booklet explaining the limited warranty coverage for your home. You should have received the warranty booklet at closing. If not, please contact the warranty service department and one will be sent to you.
2. In the event of a problem which you believe to be covered under the LIMITED WARRANTY then promptly initiate the warranty notification procedure as follows:
 - a. Complete this form and mail it to Four Seasons Homes, Inc., Warranty Service Department, 91 Grand Point Boulevard, Sunrise Beach, Missouri 65079, or bring it in person to your local Four Seasons Homes office. If notification letter was sent to you via email then reply back to: bbuechter@4seasonshomes.com or fax back notification form attn: Warranty Service Department – 573-365-8546.
 - b. You will be contacted within fourteen (14) days for an inspection by Four Seasons Homes personnel.
 - c. A determination will be made and if your claim is covered, necessary repairs, adjustments or replacements will be initiated. If not covered, you will be notified in writing.

**** All emergencies will be dealt with immediately (e.g. water leaks)***

3. Claim Information

Please ITEMIZE your claim(s) as simply and briefly as possible, avoiding editorial comment if possible. You may use the back side of the claim form and/or additional paper if necessary.

4. If you disagree with the decision made, you should send an explanation of the disagreement as follows:
 - a. Indicate your dissatisfaction to Four Seasons Homes management by writing to: Four Seasons Homes, Inc., Management, 91 Grand Point Boulevard, Sunrise Beach, Missouri 65079. If justified, a second inspection will be made by other personnel of Four Seasons Homes and you will be advised of their findings.

Warranty Notification Form

To start a warranty notification procedure under the **Four Seasons Homes Ten Year Limited Warranty** complete this form and take it to your local Four Seasons Homes office, mail, email, or fax it to:

FOUR SEASONS HOMES, INC.
 Warranty Service Department
 91 Grand Point Boulevard
 Sunrise Beach, MO 65079
bbuechter@4seasonshomes.com
 573-365-8546 Fax

Supply the following information:

A. Homeowner's Name _____
 Home Address _____
 Permanent Address (if different) _____
 City/State _____ Zip Code _____
 Telephone # (Home) _____ (Other) _____
 Renter's Name _____ Phone # _____

B. Home Information
 Date of Closing _____ Date of Possession _____
 Lot # _____ Unit # _____ Subdivision _____

C. Complaint Information

Please ITEMIZE your complaint(s) as simply and briefly as possible, avoiding editorial comment if possible. You may use the back side of this form and/or additional paper if necessary.

	Warranty Item	Normal Homowner Maintenance	To be
Investigated _____ _____ _____ _____	(Boxes to be checked by Four Seasons Personnel)		
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Homeowner

Date

Homeowner

Date