

Warranty



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**LIMITED ONE YEAR
BUILDER WARRANTY
AGREEMENT**

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IMPORTANT INFORMATION ABOUT YOUR WARRANTY BOOK:

DEAR HOMEOWNER,

WE ARE SO THANKFUL TO HAVE HAD THE OPPORTUNITY TO WORK WITH YOU ON YOUR NEW HOME AND HOPE THAT YOU WILL ENJOY IT IMMENSELY IN THE YEARS TO COME.

THIS WARRANTY BOOK IS MEANT TO SERVE AS A GUIDELINE FOR YOU TO UNDERSTAND WHAT IS AND IS NOT COVERED UNDER YOUR WARRANTY AND IN WHAT TIME FRAMES THESE COVERAGES APPLY. IT IS ESSENTIAL THAT YOU READ IT FRONT TO BACK, AND LET US KNOW OF ANY QUESTIONS OR CONCERNS YOU MAY HAVE PRIOR TO CLOSING.

THERE ARE MANY ITEMS IN THE BOOK THAT REQUIRE NOTIFICATION WITHIN CERTAIN TIMEFRAMES TO BE COVERED UNDER YOUR WARRANTY.

PLEASE NOTE THAT WE ARE UNABLE TO COVER WARRANTY ITEMS THAT FALL OUTSIDE OF TOLERANCES DESCRIBED IN THIS BOOK.

IN ADDITION, THERE IS ALSO A DESCRIPTION OF WHAT ITEMS FALL UNDER HOMEOWNER MAINTENANCE. YOU SHOULD BE AWARE OF THESE ITEMS, BECAUSE AS WITH ALL GOODS, THE FIXTURES AND FINISHES IN YOUR HOME ARE SUSCEPTIBLE TO WEAR AND TEAR, AND GOOD HOMEOWNER MAINTENANCE WILL HELP ENSURE LONGEST LIFE.

AT THE END OF THIS BOOK, YOU WILL FIND YOUR WARRANTY REQUEST PROCEDURES FOR YOUR ONE YEAR WARRANTY REQUEST. YOU WILL ALSO FIND CONTACT NUMBERS IN CASE OF EMERGENCY.

WE ARE CURRENTLY DEVELOPING HOMEOWNER MAINTENANCE TIPS ON OUR BLOG FOR AN ADDITIONAL RESOURCE. BE SURE TO GO TO OUR WEBSITE TO ACCESS THESE HELPFUL TIPS.

ONCE AGAIN, WE ARE SO HAPPY TO HAVE YOU AS PART OF THE HORIZONS EAST FAMILY AND HOPE THAT YOU KNOW HOW INCREDIBLY THANKFUL WE ARE THAT YOU CHOSE US TO BE YOUR BUILDER.

- THE HORIZONS EAST TEAM

HORIZONS EAST LIMITED HOME WARRANTY FAQ

- 1. Who do I contact if I have an emergency, such as a leak or problem with the HVAC system?**
 - a. The last page in the warranty book, titled Vendors, lists the contact information for the sub-contractors for all of the major systems related to your home to include the electrician, the HVAC company, the plumber, and the representative for the septic system. You are welcome to call the entity needed directly, it is often much faster and more convenient for you to schedule than have us serve as a middle representative. If you are unable to reach them or need additional assistance, please contact our warranty email.
- 2. What about smaller warranty items that are not emergency items?**
 - a. Please maintain a list of warranty items noted throughout the year and present them all at once via email (warranty@hebc-nc.com), around the 11th month of homeownership and we will start the process of scheduling your one year review. The reason for this is waiting to the end of year gives time for the house to settle, plenty of time for all items to be noted and it is more efficient and less intrusive if we schedule at the end of the year instead of multiple times throughout the year. Some items are only eligible to be touched up once and this will help you get the max out of your warranty.
- 3. What about my appliances; Do I contact Horizons East if I have a concern with the function on my appliances?**
 - a. The appliances are not warrantied through Horizons East but are under warranty with the manufacturer. The appliances need to be registered with the manufacturer after closing on the home. All information is provided in the closing day email.
- 4. What about concerns with the landscaping to include plants and grass or erosion in the yard?**
 - a. Landscaping is not covered in the Horizons East warranty and after the close of the home it is the sole responsibility of the homeowner to maintain and repair as needed.
- 5. Will you schedule my repairs in the evenings so that I can avoid taking time off work?**
 - a. Unfortunately, we are only able to schedule appointments outside of normal working hours for emergency items.
- 6. Door adjustments?**
 - a. It is normal for doors to need to be adjusted over time and is considered a homeowner maintenance item. If doors are not adjusted regularly, it can cause water or air intrusion. Doors can also move because of heavy items on them or aggressive use.
- 7. What if there is caulking needed after closing?**
 - a. Caulking needed after closing is a homeowner maintenance item because separation can occur from the house settling.
- 8. What are the dos and don'ts of a septic system?**
 - a. We have a blog on our website with more details about septic systems. Please reference that for more information.
- 9. What do I do if I have outlets that are not working or if I believe my breaker has tripped?**
 - a. First thing to do is reset all GFCI outlets in the home to see if they were tripped by an overuse. If that does not work, try flipping the breaker all the way off and back on. If this does not work then email the warranty email for guidance.

- 10. Why is my home different than the picture of the same floorplan or different from my neighbors' home that was also built by Horizons East? Will you add the light or other such item depicted in the pictures?**
- a. It is our goal to build a home that you will absolutely love. With that said, every home is built to individual specifications. While the floorplan may be the same, specific items seen in model home, on the website, in pictures, or in another Horizons East home do not automatically transfer to your home.

1. LOT GRADING, DRAINAGE AND LANDSCAPING

1.) LANDSCAPING AND POOR LOT DRAINAGE.

- a.) Standard. After normal rainfall, water should not stand in yard or swales within ten (10) feet of dwelling for more than forty-eight (48) hours. These standards will vary upward due to frost, snow, saturation or season. Builder is responsible for grading sufficient to establish the residence footprint and minimal back yard. Washouts around the driveway pipes are a homeowner responsibility after closing. Builder is responsible for grading and seeding of yards to Building Code Standards as applicable and approved by the appropriate inspectors, using HUD and VA Guidelines.
- b.) Repair Responsibility. When identified as part of the pre closing walk through the builder is responsible for establishing the proper grades and swales; after that, the Homeowner is responsible for maintaining them.
Upon sale, the buyer will be responsible for continuing to nurture the growth of the lawn including and not limited to, reseeding, watering, fertilizing, repairing washouts, mowing and other maintenance required for healthy growth.

2.) WATER FROM A NEARBY OR ADJACENT PROPERTY FLOWS ONTO THE CONSUMER'S PROPERTY.

- a.) Standard. The builder is responsible for providing a reasonable means of draining water from rain, melting snow, or ice on the property and in the immediate area of the home, but the builder is not responsible for water flowing from a nearby or adjacent property.
- b.) Repair Responsibility. Soil erosion and drainage other than specified in 2.a. is beyond the builder's control and no corrective action is required by the builder.

3.) EROSION.

- a.) Standard. Erosion can occur at down spouts, at roof overhang run off, around driveways and driveway pipes.
- b.) Repair Responsibility. Builder will be responsible for repair and fill when identified as part of the pre closing walk through. This is a homeowner responsibility to maintain.

4.) EROSION CONTROL DEVICES.

- a.) Standard. Erosion control devices such as silt fence, check dams, sediment traps, etc., may remain in the yard after closing until the regulatory agency permits their removal.
- b.) Repair Responsibility. Homeowner will be responsible for maintaining the ground cover in their yard and for not rerouting water runoff to overload erosion devices. Developer or builder (neighborhood dependent) will remove devices one time throughout the neighborhood once the regulatory agency permits their removal. Homeowners are not to remove erosion control devices prior to this time. Homeowners are not to place devices in ditches that may impede water flow.

5.) SOD, SHRUBS, PLANTS, OR TREES THAT WE PLANTED AS PART OF THE CONTRACT ARE DEAD.

- a.) Standard. At the time of substantial completion of the project, any shrub, plant, tree, or sod planted by the builder as part of the contract should be alive.
- b.) Repair Responsibility. Any shrub, plant, tree, or sod planted by the builder as part of the contract will be replaced to meet the performance guideline, prior to closing.

6.) GRASS SEED DOES NOT GERMINATE.

- a.) Standard. Germination is dependent on certain climatic conditions, which are beyond the builder's control.
- b.) Repair Responsibility. The builder is only responsible for seeding per the manufacturer's instructions. No corrective action is required by the builder.
- c.) Additional Information. After installation, proper lawn and landscape care are the consumer's responsibility. New landscaping requires frequent watering until roots of plantings have become established. Watering is the consumer's responsibility.

7.) EXISTING TREES ON THE PROPERTY ARE DEAD.

- a.) Standard. Even with best efforts, trees in the area of construction activity may not survive due to damage to underground root systems or changes in conditions.
- b.) Repair Responsibility. No corrective action is required by the builder.

2. MASONRY, CONCRETE & FOUNDATIONS

1.) CRACKS IN CONCRETE WALLS/MONOLITHIC SLAB FOUNDATION

- a.) Standard. Shrinkage or settlement cracks are common and should be expected within certain tolerances. In some regions where construction is closer to a military base, military bombing may result in a higher number of cracks. This is not cause for concern and is to be expected.
- b.) Repair Responsibility. Any cracks greater than 1/4 inch (one fourth inch) in width will be repaired by surface patching or pointing; one time during 1-year warranty period. Builder is not responsible for color variations.

2.) CRACKS IN BLOCK OR VENEER WALLS.

- a.) Standard. Mortar shrinking cracks are common and should be expected within certain tolerances.
- b.) Repair Responsibility. Any cracks in the block greater than 1/4 inch (one fourth inch) in width will be repaired by surface patching or pointing; one time during 1-year warranty period. Builder will not be responsible for color variations.

3.) A GARAGE CONCRETE FLOOR HAS SETTLED, HEAVED, OR SEPARATED.

- a.) Standard. The garage floor should not settle, heave, or separate in excess of 1 inch from the structure.
- b.) Repair Responsibility. The builder will use his or her best judgement in making a reasonable and cost-effective effort to meet the performance guideline.
- c.) Additional Information. The repaired area may not match the existing floor in color and texture.

4.) MOVEMENTS OF CONCRETE SLABS AT JOINTS.

- a.) Standard. Concrete slabs are engineered to move at expansion and contraction joints.
- b.) Repair Responsibility. None

5.) CRACKS IN ATTACHED GARAGE SLAB OR STRUCTURALLY ATTACHED PATIO SLABS.

- a.) Standard. Shrinkage cracks are common and should be expected with certain tolerances. Cracks in a concrete garage floor greater than 1/4 inch in vertical displacement may be considered excessive.
- b.) Repair Responsibility. Cracks exceeding 1/4 inch in vertical displacement will be repaired one time during the 1-year warranty period using a material designed to fill cracks in concrete.
- c.) Additional Information. The repaired area may not match the existing floor in color and texture.

6.) ROUGH, UNEVEN CONCRETE FLOORS IN LIVING AREAS.

- a.) Standard. Concrete may be pitched to facilitate drainage in basement and garage floors.
- b.) Repair Responsibility. Builder will correct unevenness which exceeds 3/8 inch in a 32-inch (thirty-two inch) measurement in initially intended living areas only.

7.) CONCRETE SLAB CRACKS CAUSING FINISHED FLOOR COVERINGS TO RUPTURE.

- a.) Standard. Cracks in slab that rupture finished flooring shall be repaired.
- b.) Repair Responsibility. The problem will be corrected so that the defect is not readily noticeable.

8.) PITTING, SCALING OR SPATTING OF CONCRETE WORK (EXCLUDING SIDEWALKS AND DRIVEWAYS).

- a.) Standard. Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions of weathering and use. Surface imperfections larger than 1 inch in diameter or 1 inch in depth are considered excessive.
- b.) Repair Responsibility. Builder will repair imperfections that do not meet the standard one time during the 1-year warranty period, using a material designed to fill holes in concrete. Builder is not responsible for deterioration caused by salt, chemicals, mechanical implements and other factors beyond Builder's control.

- c.) Additional Information. Pits, surface voids, and similar imperfections are called “air surface voids” and are caused by air trapped between the concrete and concrete form interface. Air surface voids are not structurally significant. The technical term for larger voids is honeycomb. These must be dealt with in accordance with this guideline. The repaired area is unlikely to match the color or texture of the surrounding concrete.

9.) A CONCRETE DRIVEWAY OR SIDEWALK IS CRACKED.

- a.) Standard. Cracks (outside of control joints) that exceed ¼ inch in width or ¼ inch in vertical displacement are excessive.
- b.) Repair Responsibility. The builder will repair affected areas one time during the 1-year warranty period to eliminate cracks that exceed the standard using a material designed to fill cracks in concrete.
- c.) Additional Information. Minor concrete cracking is normal and to be expected. Control joints are placed in the concrete to help control cracks and provide a less visible area for them to occur. Cracking can be caused by elements outside of the builder’s control. The repaired area may not match the existing area in color or texture.

10.) ADJOINING EXTERIOR CONCRETE FLATWORK SECTIONS DEVIATE IN HEIGHT FROM ONE SECTION TO ANOTHER.

- a.) Standard. Adjoining concrete sections should not deviate in height more than ½ inch unless the deviation is intentional at specific locations such as at garage door openings.
- b.) Repair Responsibility. The builder will repair deviations to meet standard one time during 1-year warranty period except in instances where such deviation is a result of improper yard and erosion maintenance by homeowner.
- c.) Additional Information. Some areas of the county experience lift or settlement at the junction of the garage floor and the driveway, which occurs because of seasonal fluctuations in moisture and temperature. Repairs will only be made after the effects of the current seasonal fluctuations have subsided and the true determination of repair can be made. The repaired area may not match the existing area in color and texture.

11.) A SIDEWALK AND OTHER EXTERIOR CONCRETE FLATWORK HAS SETTLED.

- a.) Standard. Adjoining concrete sections should not deviate in height by more than ½ inch.
- b.) Repair Responsibility. The builder will repair deviations to meet the standard one time during the 1-year warranty period except in instances where such deviation is a result of improper yard and erosion maintenance by homeowner.
- c.) Additional Information. Some areas of the country experience lift or settlement at the junction which occurs due to seasonal fluctuations in moisture and temperature. Repairs will only be made after the effects of the current seasonal fluctuations have subsided and a true determination of repair can be made. The repaired area may not match the existing area in color and texture.

12.) STOOPS OR STEPS HAVE SETTLED, HEAVED, OR SEPARATED FROM THE HOME STRUCTURE.

- a.) Standard. Minor separation is normal. Stoops and steps should not settle, heave, or separate in excess of 1 inch from the home structure.
- b.) Repair Responsibility. The builder will use his or her best judgment in making a reasonable and cost-effective effort to meet the standard one time during the 1-year warranty period except in instances where such deviation is a result of improper yard and erosion maintenance by homeowner.

13.) A MASONRY OR VENEER WALL OR MORTAR JOINT IS CRACKED

- a.) Standard. Cracks visible from distances in excess of 20 feet or larger than ¼ inch in width are not acceptable.
- b.) Repair Responsibility. The builder will repair cracks in excess of the standard by tuck pointing, patching, or painting, as deemed most appropriate by the builder. The builder should not be responsible for color variation between the original and new mortar or between the brick or stone and the pointing material.

- c.) Additional Information. Hairline cracks resulting from shrinkage and cracks due to minor settlement are common in masonry or veneer walls and mortar joints and do not necessarily represent a defect.

14.) A BRICK COURSE IS NOT STRAIGHT

- a.) Standard. No point along the bottom of any course will be more than ¼ inch higher or lower than any other point within 10 feet along the bottom of the same course, or ½ inch in any length.
- b.) Repair Responsibility. Due to the cosmetic nature of this item, when identified prior to the floor system installation, the builder will rebuild the wall as necessary to meet the standard.
- c.) Additional Information. Dimensional variations of the courses depend upon the variations in the brick selected. An exact match of brick and mortar after a repair cannot be guaranteed.

15.) EFFLORESCENCE IS PRESENT ON THE SURFACE OF MASONRY OR MORTAR (BRICK, BLOCK, CONCRETE).

- a.) Standard. This is a common condition caused by moisture reacting with the soluble salts in mortar. Discoloration caused by the lime content in the mortar will occur.
- b.) Repair Responsibility. No corrective action is required by the builder.
- c.) Additional Information. Efflorescence is evidenced by the presence of a white film on the surface of masonry or mortar. It is a particularly common occurrence where masonry or concrete are in contact with high moisture levels because masonry products absorb and retain moisture.

16.) WATER COLLECTS OR PONDS ON THE SIDEWALK.

- a.) Standard. Standing water that is 3/8-inch-deep on a sidewalk 24 hours after the end of a rain is considered excessive.
- b.) Repair Responsibility. The builder will repair or replace the affected area to meet the performance guideline.
- c.) Additional Information. The repaired area may not match the existing area in color and texture.

17.) THERE IS WATER DAMAGE TO INTERIOR WALLS AS A RESULT OF A LEAK IN THE EXTERIOR BRICK OR STONE.

- a.) Standard. Exterior brick and stone walls should be constructed and flashed according to the prevailing regulation building code or AAMA 711 to prevent water penetration to the interior of the structure under normal weather conditions.
- b.) Repair Responsibility. The builder will repair the wall to meet the performance guideline, unless the water damage resulted from factors beyond the builder's control, such as improper use of sprinkler systems, grading alterations, or any landscape alterations by others that raises the grade or impacts the proper drainage away from the walls of the structure. Homeowner may be required to install gutters to direct water away from the home.
- c.) Additional Information. Water penetration resulting from external factors such as extreme weather conditions or sprinkler systems are not the builder's responsibility.

18.) WATER ABSORPTION BY EXPOSED BRICK VENEER OR BLOCK FOUNDATION.

- a.) Standard. Absorption varies in the type of brick/masonry chosen and cannot be controlled by Builder.
- b.) Repair Responsibility. None.

19.) A CONCRETE CRAWL SPACE WALL IS CRACKED.

- a.) Standard. Cracks in concrete crawl space walls should not exceed ¼ inch in width.
- b.) Repair Responsibility. The builder will repair cracks to meet the standard using a material designed to fill cracks in concrete one time during the 1-year warranty period.
- c.) Additional Information. Shrinkage cracks are common in concrete block masonry and should be expected in crawl space walls. Cracks may be vertical, diagonal, horizontal, or in stepped-in masonry joints.

20.) WATER ACCUMULATES IN A VENTED CRAWL SPACE

- a.) Standard. Crawl spaces should be graded and proper exterior foundation drains installed as required by the prevailing building codes to prevent water from accumulating.
- b.) Repair Responsibility. The builder will take corrective measures to meet the standard when identified as part of the pre closing walk through.

21.) CONDENSATION IS EVIDENT ON THE VENTED CRAWL SPACE SURFACES

- a.) Standard. The builder will install the ventilation and vapor retardant required by the prevailing building code.
- b.) Repair Responsibility. The builder will take corrective actions to meet the standard when identified as part of the pre closing walk through. If the crawl space is ventilated as required by the applicable building codes, then no corrective action is needed by the builder. Further reduction of condensation is a consumer maintenance responsibility.
- c.) Additional Information. Temporary conditions that cause condensation that cannot be eliminated by ventilation and a vapor retardant may include.
 - a. Night air gradually cools the interior surfaces of the crawl space. In the morning, moisture picked up by sun-warmed air migrates into the crawl space and condenses on cool surfaces.
 - b. At night, outside air may rapidly cool foundation walls and provide a cool surface on which moisture may condense.
 - c. If the home is left unheated in the winter, floors and walls may provide cold surfaces on which moisture in the warmer crawl space air may condense.
 - d. Excessive moisture inside a heated home may reach the dew point within, or on the colder bottom surface of, vapor permeable floor insulation. Moisture on or under the poly vapor barrier may result from condensation or hydrostatic pressure. This is normal. The consumer can reduce condensation, if necessary, by enclosing the crawl space and dehumidifying or by enclosing and intentionally heating and cooling the crawl space.

3. CARPENTRY

1.) WALLS WHICH BULGE, BOW OR ARE OUT-OF-PLUMB.

- a.) Standard. All Interior and exterior walls have minor differences and routine differences should be expected within certain tolerances. Walls should not bow more than ½ inch out of line within any 32-inch horizontal measurement, or ½ inch out of line within any 8-foot vertical measurement within living space or exterior walls.
- b.) Repair Responsibility. The builder will repair the wall to meet the standard when identified as part of the pre closing walk through.
- c.) Additional Information. All interior and exterior walls have slight variances in their finished surface. On occasion, the underlying framing may warp, twist, or bow after installation.

2.) AN EXPOSED WOOD COLUMN IS BOWED OR IS OUT OF PLUMB.

- a.) Standard. Exposed wood columns should not bow or be out of plumb more than ¾ inch in 8 feet at substantial completion of the project.
- b.) Repair Responsibility. The builder will repair any deficiencies in excess of the standard at the time of substantial completion.
- c.) Additional Information. Wood columns may become distorted as part of the drying process. Bows and other imperfections that develop after installation cannot be prevented or controlled by the builder.

3.) THE WOOD SUBFLOOR SQUEAKS OR SEEMS LOOSE.

- a.) Standard. Although a totally squeak-proof floor cannot be guaranteed, frequent, loud squeaks caused by improper installation or loose subflooring are deficiencies.

- b.) Repair Responsibility. The builder will refasten or take other corrective action of any improperly installed or loose subfloor to attempt to reduce squeaking to the extent possible within reasonable repair capability without removing floor or ceiling finishes one time only within your 1-year warranty period.
- c.) Additional Information. There are many possible causes of floor squeaks. One of the more common sources of squeaks is wood moving along the shank of a nail. Squeaking frequently occurs when lumber, floor sheathing, or boards move slightly when someone walks over them. Boards and floor sheathing may become loose due to shrinkage of the floor structure or subfloor as it dries after installation or seasonal changes in temperature and humidity. Nails used to fasten metal connectors (joist hangers, tie-down straps, etc.) may cause squeaks. The nature of wood and construction methods makes it practically impossible to eliminate all squeaks during all seasons. Fastening loose subflooring with casing nails into carpet and counter sinking the head is an acceptable method of repair. Snap-off screws may also be used to refasten subflooring through carpet.

4.) A WOOD DECK IS SPRINGY OR SHAKY.

- a.) Standard. All structural members in a wood deck should be sized, and fasteners spaced, according to the prevailing building codes and manufacturer's instructions.
- b.) Repair Responsibility. The builder will reinforce or modify, as necessary, any wood deck not meeting the standard. Such standards do not stipulate a complete lack of spring in the deck.
- c.) Additional Information. Deflection may indicate insufficient stiffness in the lumber or may reflect an aesthetic consideration independent of the strength and safety requirements of the lumber. Structural members are required to meet standards for both stiffness and strength. When a homeowner's preference is made known before construction, the builder and the homeowner may agree upon a higher standard.

5.) THE SPACES BETWEEN DECKING BOARDS ARE NOT UNIFORM.

- a.) Standard. At the time of substantial completion of the project, the spaces on opposite sides of individual deck boards should not differ in average width by more than 3/16 inch unless otherwise agreed upon by the homeowner and the builder.
- b.) Repair Responsibility. The builder will realign or replace decking boards to meet the standard when identified as part of the pre closing walk through.
- c.) Additional Information. The spaces will naturally tend to change over time because of shrinkage and expansion of individual boards. The builder is only responsible for correct spacing at the time of substantial completion of the project.

6.) THE RAILINGS ON WOOD DECKING CONTAIN SLIVERS IN EXPOSED AREAS.

- a.) Standard. Railings on wood decks should not contain slivers longer than 1/8 inch in exposed areas.
- b.) Repair Responsibility. The builder will repair railings as necessary to remove slivers only prior to substantial completion of the project. Repair of slivers after that time is a consumer maintenance responsibility.
- c.) Additional Information. Slivers can develop when unprotected wood weathers.

7.) A WOOD DECK IS OUT OF LEVEL.

- a.) Standard. No point on the deck surface should be more than 1/2 inch higher or lower than any other deck surface point within 10 feet on a line parallel to the home, or in proportional multiples of the preceding dimensions (unless a slope is incorporated in the design).
- b.) Repair Responsibility. The builder will repair the deck as necessary to meet the standard.
- c.) Additional Information. A slope of approximately 1/8 inch per foot is desirable in the perpendicular direction to shed water and prevent ice buildup.

8.) A WOOD DECK HAS APPLIED STAIN COLOR VARIATIONS.

- a.) Standard. Stain color variations are not acceptable if they result from improper stain application or failure to mix the stain properly. Stain color variations resulting from other causes – such as weathering or natural variations in the wood used to build the deck – are common and are not covered by this guideline.
- b.) Repair Responsibility. If the builder stained the deck, the builder will re-stain the affected area to meet the standard.

9.) A FASTENER PROTRUDES FROM A DECKING BOARD.

- a.) Standard. Fasteners should not protrude from the floor of the deck.
- b.) Repair Responsibility. Only at time of substantial completion, the builder will reinstall fasteners that protrude from the floor of the deck so that the heads are flush with the surface.
- c.) Additional Information. Fasteners should be driven or screwed flush when the deck is installed, but they may pop from a wood deck over time as the wood shrinks and expands.

10.) TREATED LUMBER ON DECKS AND STEPS:

- a.) Standard. Pressure Treated lumber is used on exterior applications. This lumber is treated to resist rot and insect infestation. This treatment process requires emersion of the wood in treatment solution. As a result, the wood has high moisture content when delivered to construct your deck, porch or steps. This lumber will shrink, move and crack as part of the drying process.
- b.) Repair Responsibility. None

4. WINDOWS AND DOORS

1.) WARPING OR DENTED DOORS.

- a.) Standard. Some warping, especially of exterior doors is normal and is caused by surface temperature changes. Such warping, however, should not cause the doors to become unusable or allow entrance of the elements and should not exceed ¼” (one quarter Inch) measured corner to corner diagonally. Dents occur in steel doors during the construction process and will be repaired when identified as part of the pre closing walk through, so it is not visible and/or noticeable.
- b.) Repair Responsibility. Defective doors will be repaired or replaced. Dented doors will be repaired or replaced at the builder’s discretion only if reported in writing during walk thru. Builder is not responsible for slight variations in finish.
- c.) Thresholds will be adjusted when exterior doors are installed. If not documented during the walk thru it becomes the homeowner’s responsibility to make any necessary adjustments to the thresholds to prevent any water seepage that may cause damage to the doors, frames and any flooring. Horizons East will no longer be responsible for any water damage from the thresholds not being adjusted once the Homeowner takes possession of the home.
- d.) Doors will need adjusting as the climate changes throughout the seasons and with normal wear and tear. Homeowner is responsible for adjustments as needed after occupancy of the home. Use of over the door wreath hangers and any other hardware that alters the function of the door will cause additional adjustments that will need to be made by the homeowner.

2.) DOOR PANEL SHRINKAGE.

- a.) Standard. Expansion and contraction is normal and may cause unfinished surfaces to appear.
- b.) Repair Responsibility. None. This is a homeowner’s maintenance item.

3.) DOOR PANEL SPLITS.

- a.) Standard. Some splitting is normal and should be expected within certain tolerances.
- b.) Repair Responsibility. If the split allows the entrance of light, it will be repaired once during 1-year warranty period. Builder is not responsible for slight variations in finish.

4.) GLASS BREAKAGE AND SCRATCHES.

- a.) Standard. None
 - b.) Repair Responsibility. None. Must be reported prior to occupancy.
- 5.) GARAGE DOORS FAIL TO OPERATE PROPERLY UNDER NORMAL USE.**
- a.) Standard. Garage doors should operate as designed.
 - b.) Repair Responsibility. The door will be repaired and adjusted to function as designed except where a result of homeowner action or negligence. If it is determined that any damages are a result of homeowner action or negligence, including knocking the sensors out of alignment, the homeowner will be responsible for repairs and associated costs.
 - c.) Additional Information. The safety sensors can be easily knocked and misaligned so that the doors will not operate properly. The consumer should avoid storing items near the sensors. Direct sunlight can also cause the sensors to indicate that something is blocking the opening and prevent the doors from shutting.
- 6.) GARAGE DOOR – ENTRANCE OF ELEMENTS.**
- a.) Standard. Even a door installed to manufacturer’s specifications will allow some entrance of the elements and should be expected within reason. Garage windows are not weatherproof and may allow some weather elements to infiltrate the garage.
 - b.) Repair Responsibility. The door will be adjusted to meet the manufacturer’s specifications.
- 7.) WINDOWS DO NOT OPERATE.**
- a.) Standard. Reasonable pressure should open and close windows.
 - b.) Repair Responsibility. Builder will repair as required when identified as part of the pre closing walk through. Builder is not responsible for condensation or frost caused by climatic and internal humidity conditions. This condensation is a result of interior and exterior temperature differential. Windows should be operated gently and with both hands. The operation of windows with one hand or unnecessary force may cause them to not function smoothly. New window locks will occasionally require slightly more effort to latch and unlatch.
- 8.) AIR INFILTRATION AROUND DOORS AND WINDOWS.**
- a.) Standard. Some infiltration is normally noticeable around doors and windows, especially during high winds. Weather stripping will be installed and sized properly to seal the exterior door/window when closed in order to prevent excessive air infiltration. It may be necessary for the homeowner to have some storm doors and windows installed to provide satisfactory solutions in high wind areas.
 - b.) Repair Responsibility. Builder will adjust exterior door/window weather stripping to meet standard when identified as part of the pre closing walk through.
 - c.) Additional Information. Doors must have gaps at their perimeter to accommodate expansion/contraction due to variations in temperature and/or humidity and to enable the door to operate over a wide range of environmental conditions. Weather stripping seals the gaps required for proper operations to prevent excessive air infiltration. At times of high wind or temperature differentials inside the home and outside, there may be noticeable air movement around a closed door’s perimeter. A small glimmer of light seen at the corners or the door unit is normal. Weather stripping should be kept cleaned and maintained by the homeowner.
- 9.) WATER, ICE, FROST, OR CONDENSATION IS OBSERVED ON THE INTERIOR FRAME OR GLASS SURFACE OF A WINDOW.**
- a.) Standard. Windows should be installed in accordance with the manufacturer’s instructions and the prevailing building codes.
 - b.) Repair Responsibility. No corrective action is required by the builder.
 - c.) Additional Information. Condensation usually results from conditions beyond the builder’s control. Moisture in the air can condense into water and collect on cold surfaces, particularly in the winter months when the outside temperature is low. Blinds and drapes can prevent air within the home from moving across the cold surface and picking up the moisture. Occasional condensation (water) in the kitchen, bath, or laundry area is common. It is the homeowner’s responsibility to maintain proper humidity by properly operating heating and cooling systems’

exhaust fans and allowing moving air within the home to flow over the interior surface of the windows. In hot, humid climates, condensation can occur on the outside of windows when the outdoor humidity is especially high (in early mornings when windows are cool). Air conditioning vents are usually aimed at windows and glass doors to maximize comfort. Blinds and drapes may eliminate this problem.

10.) BULK WATER IS PENETRATING AROUND A WINDOW OR DOOR.

- a.) Standard. Windows and doors should be installed and flashed in accordance with manufacturer's specifications and/or as required by prevailing building codes.
- b.) Repair Responsibility. The builder will correct to meet the standard.
- c.) Additional Information. Windows and doors are not completely water resistant. They always (except fixed windows and doors) have cracks or joints through which, with enough wind pressure, wind-driven rain can penetrate. The wind rating specifications for windows and doors are higher than the water rain events, such as short-term intense thunderstorms and tropical storms, because water can be expected to penetrate windows and doors. The consumer is responsible for keeping weep holes clean of debris as they are designed to allow wind driven rain to be diverted from the windowsill. Improper function of windows as a result of manufacturer defect are covered by manufacturer and we will assist coordination with manufacturer and homeowner to remedy.

11.) MOISTURE OR CONDENSATION ON WINDOW GLAZING.

- a.) Standard. This is caused by atmospheric conditions and can be aggravated by insulated drapes keeping in the moisture.
- b.) Repair Responsibility. Builder is responsible for repair only if window seal is broken or defective. Condensation on window and sky lights caused by a lack of thermal break is excluded. Consideration of thermal break should be given when selecting price range of windows.

12.) EXCESSIVE OPENING AT THE BOTTOM ON INTERIOR DOORS.

- a.) Standard. Passage doors from room to room that have an opening between the bottom of the door and the floor finish material in excess of 1 ½" (one and a half inches) is a deficiency. Closet doors having an opening in excess of 2" (two inches) is a deficiency. All repair requests for door openings must be identified at the preclosing walk thru as floor coverings may compress over time.
- b.) Repair Responsibility. Builder will make necessary adjustment or replace door to meet required tolerance.

13.) DOUBLE HUNG WINDOWS DO NOT STAY IN PLACE WHEN OPEN.

- a.) Standard. Double hung windows are permitted to move up and down within a 2" (two inch) tolerance, when put in an open position.
- b.) Repair Responsibility. Builder will adjust sash balances one time only during the 1-year warranty period.

14.) HARDWARE DOES NOT WORK PROPERLY, FAILS TO LOCK OR PERFORM ITS INTENDED PURPOSE.

- a.) Standard. All Hardware installed on doors and windows should operate properly.
- b.) Repair Responsibility. Builder will be responsible for repairs of hardware, if reported by homeowner at preclosing walk thru. Any door or lock adjustments after this time are considered homeowner maintenance. Any change to the locks including security system keypads from a 3rd party, will void warranty coverage.

15.) EXTERIOR DOORS SHOULD CLOSE AND LATCH.

- a.) Standard. Exterior doors should close and latch.
- b.) Repair Responsibility. One time only during the warranty period, the builder will adjust the door or latching mechanism to meet the standard.
- c.) Additional Information. Exterior doors may warp or bind to some degree because of the difference in the temperature, humidity, or both, between inside and outside surfaces. Latching also can be affected by natural settling. Subsequent adjustments may be necessary by the homeowner. The builder is not responsible for impact on doors from over the door hangers.

16.) A SLIDING PATIO DOOR OR SCREEN DOES NOT STAY ON TRACK.

- a.) Standard. Sliding patio doors and screens should slide properly on their tracks at the time of substantial completion of the project. The cleaning and maintenance necessary to preserve proper operation are consumer responsibilities.
- b.) Repair Responsibility. This is a homeowner maintenance item.

17.) STORM DOORS AND WINDOWS DO NOT OPERATE OR FIT PROPERLY.

- a.) Standard. Storm doors and windows, when installed by Builder, should operate and fit properly to provide the protection for which they are intended.
- b.) Repair Responsibility. Builder will adjust, repair or replace as necessary for proper fit and operation if reported in writing during walk thru.

18.) CAULKING OR GLAZING ON THE PRIMARY DOOR BEHIND THE STORM DOOR CRACKS OR PEELS.

- a.) Standard. It is a common occurrence for caulking or glazing on the primary door behind the storm door to crack or peel.
- b.) Repair Responsibility. No corrective action is required by the builder.
- c.) Additional Information. High Temperature may cause glazing and caulking to harden and/or fail prematurely if the door is covered by a storm door during a warm season or if it faces the sun. This is not a defect of the door, caulking, or glazing, but a problem cause by the trapping of heat between the primary door and the storm door. The storm door should be removed and reinstalled by the consumer as a part of normal seasonal maintenance (i.e., removed in the spring and reinstalled in the fall). The homeowner is also cautioned to follow the manufacturer's recommendations on painting the moldings. Dark colors will tend to absorb more heat.

19.) THE REVEAL AROUND AN EXTERIOR DOOR EDGE, DOORJAMB, AND/OR THRESHOLD IS UNEVEN.

- a.) Standard. Gaps between adjacent components should not vary by more than 3/16 inch along each side of the door.
- b.) Repair Responsibility. The builder will repair existing unit to meet standard when identified as part of the pre closing walk through.
- c.) Additional Information. Doors must have gaps at their perimeter to accommodate expansion/contraction due to variations in temperature and/or humidity and to enable the door to operate over a wide range of environmental conditions.

20.) SCREEN PANELS DO NOT FIT PROPERLY. SCREEN MESH IS TORN OR DAMAGED.

- a.) Standard. Rips or gouges in the screen mesh must be documented by the homeowner at pre closing walk through. The screen panels shall fit properly.
- b.) Repair Responsibility. Builder will adjust screen panels to fit in the frame properly, one time only. Where tears or gouges are reported prior to closing, builder will repair or replace.

5. PLUMBING

1.) A WATER PIPE FREEZES IN COLD WEATHER OR HAS BURST.

- a.) Standard. The builder should provide adequate freeze protection to drain waste, vent, and supply line in accordance with the prevailing building code.
- b.) Repair Responsibility. The builder shall bring freeze protection measure into compliance with the prevailing building code.
- c.) Additional Information. The homeowner is responsible for maintaining the home at appropriate temperatures and taking appropriate precautions during freezing conditions.

2.) CONDENSATION IS OBSERVED ON PIPES, FIXTURES, OR PLUMBING SUPPLY LINES.

- a.) Standard. Condensation on pipes, fixtures, and plumbing supply lines may occur at certain temperatures and indoor humidity levels.

- b.) Repair Responsibility. The homeowner is responsible for controlling humidity in the home. No corrective action is required by the builder.
- 3.) A PLUMBING FIXTURE, APPLIANCE, OR TRIM FITTING IS DEFECTIVE.**
- a.) Standard. Plumbing fixtures, appliances, and trim fittings should perform in accordance with manufacturer's specifications at the time of substantial completion of the project.
- b.) Repair Responsibility. Defective fixtures, appliances, or trim fittings are covered under the manufacturer's warranty. Builder will be responsible for repairing or replacing fixtures and trim fittings provided by builder during the warranty period.
- 4.) THE SURFACE OF A PLUMBING FIXTURE IS CRACKED, CHIPPED, OR SCRATCHED.**
- a.) Standard. Cracks, chips, or scratches in surfaces of showers, bathtubs, and sinks are considered excessive if they are visible from 3 feet in normal lighting conditions at the time of substantial completion of the project.
- b.) Repair Responsibility. The builder shall repair any fixture that does not meet the standard if notated during the final walk thru. If reported after the final walk thru, the builder will not be held responsible and will not repair.
- 5.) THE SURFACE OF A PLUMBING FIXTURE IS STAINED. THE FIXTURE HAS AN ACCUMULATION OF MINERALS ON IT, OR THE FIXTURE HAS BEEN ETCHED OR CORRODED.**
- a.) Standard. High mineral content in water can cause staining or corrosion of plumbing fixtures.
- b.) Repair Responsibility. No corrective action is required by the builder.
- 6.) A BATHTUB OR SHOWER ENCLOSURE BASE FLEXES EXCESSIVELY.**
- a.) Standard. The bathtub or shower enclosure should be installed according to the manufacturer's instructions and perform in accordance with the manufacturer's specifications; however, some noticeable flex can be expected and is normal.
- b.) Repair Responsibility. The builder will repair the base to meet the manufacturer's guideline when identified as part of the pre closing walk through.
- c.) Additional Information. It is normal for bathtub and shower enclosure designs and materials to exhibit some flexing. Minimal noises may be associated with such movement.
- 7.) A WATER SUPPLY LINE IS NOISY.**
- a.) Standard. Because of the flow of water and pipe expansion/contraction, the water piping system may emit some noise. However, the pipes should not make the pounding noise called water hammer. Pipe noise is more pronounced in plastic piping.
- b.) Repair Responsibility. The builder cannot eliminate all noises caused by water flow and pipe expansion/contraction. However, the builder will provide the water hammer protection required by the prevailing plumbing code.
- 8.) LACK OF WATER SUPPLY.**
- a.) Standard. All on-site service connections to municipal water main and private water supply shall be Builder's responsibility. Private systems should be designed and installed in accordance with all approved building, plumbing and health codes.
- b.) Repair Responsibility. Builder will repair if failure is the result of defective workmanship or materials. If conditions beyond Builder's control disrupt or eliminate the sources of the supply, Builder has no responsibility. Potability of water is not covered by this warranty.
- 9.) THE WATER PRESSURE IS LOW.**
- a.) Standard. The plumbing system shall be designed in accordance with the prevailing plumbing code. It should deliver water at the expected water pressure based on the pressure supplied to the home. If the water source is from a public source or a (well) supplied by the homeowner, then the builder has no control over the pressure thus no responsibility.
- b.) Repair Responsibility. When water pressure is determined by public or private (well) water source, no corrective action is required by builder.

- c.) Additional Information. Low water pressure may also be a condition created by the low flow requirements on some plumbing fixtures.

10.) THE SEPTIC (ONSITE WASTEWATER COLLECTION AND TREATMENT SYSTEM) DOES NOT OPERATE AS DESIGNED.

- a.) Standard. Septic System should operate properly. Excessive use or failure to properly remove septic is not covered by this warranty. Occasionally, when lines are shallow and there is an excessive amount of groundwater or rain, homeowner may smell a slight odor. This should not occur on a routine basis.
- The septic system for your residence was designed by professionals and approved by the County Environmental Health Department. The system was installed and inspected by the County Environmental Health personnel that it was installed to their specifications. The Builder accepts no responsibility for the failure of the system except as defined in 6.b.
- b.) Repair Responsibility. The builder will correct problems caused by improper installation. The homeowner is responsible for the proper maintenance of the system. If the homeowner action is the cause, the homeowner is responsible for correcting the problem.
- c.) Additional Information. Septic systems are sensitive biological systems whose function is dependent upon proper biological conditions and chemical balance that will promote the livelihood of the bacteria living with the system. Consumer actions that will negate corrective measure by the builder under this performance guideline include but are not limited to the following:
- Connection of sump pump, roof drains, or backwash from a water conditioner into the system.
 - Placement of non-biodegradable or nominally biodegradable items, such as personal wipes and feminine hygiene products into the system.
 - Excessive use of a food disposer.
 - Placement of surfaces not permeable to water over the disposal area of the system.
 - Allowing vehicles to drive or park over the disposal area of the system.
 - Failure to pump out the septic tank periodically, as required.
 - Use that exceeds the system's design standards.
 - Lack of vegetation maintenance over drain fields.
 - Allowing water to pond over the disposal area.

11.) A TOILET DOES NOT DISCHARGE WASTEWATER PROPERLY.

- a.) Standard. Toilet should perform in accordance with manufacturer's specification.
- b.) Repair Responsibility. The builder will repair or replace the toilet not meeting the standard.
- c.) Additional Information. Toilets are designed to flush personal waste and toilet paper. Consumers should not flush products that are nominally biodegradable, such as personal wipes, paper towels, or napkins. Similarly, non-biodegradable items like feminine hygiene products, cotton balls or plastics should not be flushed. While many of these items may clear the toilet, they may cause blockage in the drain pipe. Homeowners should avoid flushing prescription medications and other drugs.

12.) A SEWER ODOR IS NOTICEABLE INSIDE THE HOME COMING FROM THE WASTEWATER SYSTEM.

- a.) Standard. A sewer odor should not be detectable inside the home under normal conditions.
- b.) Repair Responsibility. The builder should take the steps necessary to meet the standard.
- c.) Additional Information. The consumer should keep the plumbing traps filled with water. Extended non-use of a water fixture can allow the water in its trap to evaporate, thus providing a path for sewer gases to enter the home. Depending on humidity conditions, the homeowner

should fill traps by adding a quart of water to bathtubs, laundry tubs, and the like that are not used regularly, approximately every couple of months.

13.) A PIPE, VALVE, OR FITTING LEAKS.

- a.) Standard. No leaks of any kind should exist from any water pipe, valve, or fitting.
- b.) Repair Responsibility. The builder will make repairs to eliminate leaks.

14.) CONDENSATION IS OBSERVED ON PIPES, FIXTURES, AND PLUMBING SUPPLY LINES.

- a.) Standard. Condensation on pipes, fixtures, and plumbing supply lines may occur at certain temperatures and indoor humidity levels.
- b.) The homeowner is responsible for controlling humidity in the home. No corrective action is required by the builder.
- c.) Additional Information. The homeowner may insulate pipes and supply lines.

15.) CLOGGED DRAINS AND SEWERS.

- a.) Standard. N/A
- b.) Repair Responsibility. Builder will repair only if caused by a defect in construction. Homeowner will pay for Builder's repair if not a construction defect.

16.) CHLORINE TABS IN TOILET TANKS.

- a. Standard. Repetitive use of these chemicals compromises the integrity of the flapper and its components causing the toilets to continuously run and requires all parts to be replaced.
- b. Repair Responsibility. Using these will void the warranty.

6. COOLING AND HEATING

1.) THE HEATING SYSTEM IS INADEQUATE.

- a.) Standard. Where applicable, the heating system should be able to maintain a temperature of 70° (seventy degrees), to be measured in the center of each room at a height of 5' (five feet above the floor in the room where the thermostat is located, under local outdoor ASHRAE specifications. In the case of excessive outdoor temperatures, several degree differences is acceptable. Homeowner is responsible for minor adjustments such as balancing dampers and registers. All rooms will vary in temperature by several degrees difference between the actual inside temperature and the thermostat setting, which is acceptable. All rooms will vary in temperature by several degrees. This is acceptable by all industry standards. National, state, or local energy codes supersede this standard where such codes have been adopted. Work should be done in accordance with the prevailing building codes.
- b.) Repair Responsibility. The builder will correct the heating system to provide the required temperature in accordance with the standard or applicable code requirements. However, the consumer will be responsible for balancing dampers and registers and for making other necessary minor adjustments.
- c.) Additional Information. Closed interior doors, closed registers, and dirty filters can restrict airflow and may affect the system's performance.

2.) SOME ROOMS ARE COLDER OR HOTTER, OR MORE HUMID THAN OTHERS.

- a.) Standard. The conditioning system should perform in accordance with the prevailing building codes.
- b.) Repair Responsibility. The builder shall correct the flow of air to rooms to bring the flow into accordance with the prevailing building code.
- c.) Additional Information. A temperature difference of several degrees Fahrenheit can be expected between rooms due to a number of factors, including registers that have been partially or completely closed, the number of people in a room (even sleeping), the number of appliances, even those that ostensibly off, the amount of glass in the room, the number of and

extent of exterior walls, the sun exposure at the time, and the temperature difference between inside the outside. When the temperature difference is relatively low in hot, humid climates, humidity can increase to give the perception of an increase in temperature.

3.) THE COOLING OF A ROOM IS INADEQUATE.

- a.) Standard. If air conditioning is installed by the builder, the cooling system should be capable of maintaining a temperature of 78 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor under local outdoor summer design conditions. In the case of outside temperatures exceeding 95 degrees Fahrenheit, the system will keep the inside temperature 15 degrees Fahrenheit cooler than the outside temperature. National, state, or local codes will supersede this guideline where such codes have been adopted. Work should be done in accordance with the prevailing building codes.
- b.) Repair Responsibility. The builder will correct the cooling system to provide the required temperature in accordance with the applicable code requirements.
- c.) Additional Information. Closed interior doors without proper gap, closed registers, and dirty filters can restrict airflow and may affect the system's performance. Some cooling systems have two filters.

4.) HEAT PUMP CONTINUES TO RUN.

- a.) Standard. During extreme outside temperatures the heating unit will work more frequently. If the unit still does not supply sufficient heat, the outside temperature setting on the unit may need to be adjusted.
- b.) Repair Responsibility. None. This is a homeowner maintenance item. **Please consult the manufacturer's instructions for use.**

5.) THE DUCTWORK MAKES NOISES.

- a.) Standard. Ductwork should be constructed and installed in accordance with applicable mechanical code requirements.
- b.) Repair Responsibility. No corrective action is required by the builder unless the duct does not comply with the prevailing building code.
- c.) Additional Information. Metal expands when it is heated or subjected to pressure during startup and contracts when it cools. The ticking and crackling sounds caused by the metal's movement are common.

6.) DUCTWORK SEPARATES.

- a.) Standard. Should not separate under normal conditions.
- b.) Repair Responsibility. Builder will repair one time during 1-year warranty period unless it is determined that homeowner hit or otherwise damaged the duct work.

7.) THERE IS AIRFLOW NOISE AT A REGISTER.

- a.) Standard. The register should be correctly installed according to the prevailing building code.
- b.) Repair Responsibility. No corrective action is required by the builder, unless registers are not installed according to the prevailing building code.
- c.) Additional Information. Under certain conditions, there will be some noise with the normal flow of air even when registers are installed correctly.

8.) THERE IS INSUFFICIENT AIRFLOW TO REGISTERS.

- a.) Standard. The ductwork should be correctly installed according to the prevailing building code and the applicable mechanical code.
- b.) Repair Responsibility. The builder will correct ductwork to meet the standard one time during the 1-year warranty period. If the airflow is adequate to properly condition the room, no corrective action is required of the builder.

9.) KITCHEN OR BATH FANS ALLOW AIR INFILTRATION.

- a.) Standard. Bath and kitchen fans should be installed in accordance with the manufacturer's instructions and prevailing building code requirements and perform in accordance with the manufacturer's specifications.
- b.) Repair Responsibility. No corrective action is required by the builder if the fan installation meets the standard.
- c.) Additional Information. It is possible for outside air to enter the home through a ventilation fan. The dampers in most fans do not seal tightly. It is possible for the damper to be lodged open due to animal activity (including nesting in the outside opening), or the accumulation of grease, lint, and other debris. Maintenance of ventilating fans is the consumer's responsibility and the consumer should make periodic inspections to assure the proper flow of air.

10.) HVAC VENT OR REGISTER COVERS PROTRUDE FROM A SMOOTH WALL OR CEILING SURFACE.

- a.) Standard. Registers should not protrude more than 1/16 inch from a smooth wall or ceiling surface at the time of substantial completion of the project.
- b.) Repair Responsibility. The builder will correct to meet the prevailing building code when identified as part of the pre closing walk through.
- c.) Additional Information. Registers and vents may deflect over time. This can result in gaps occurring between the vents or register and the wall or ceiling. As long as the vent or register is securely attached, this is not a warranty item.

11.) A CONDESATE LINE IS CLOGGED.

- a.) Standard. Condensate lines should be free of all clogs at the time of substantial completion of the project.
- b.) Repair Responsibility. The builder shall correct clogs existent before substantial completion. If a clog occurs after substantial completion of the project, no corrective action is required of the builder.
- c.) Additional Information. Condensate lines will eventually clog under normal use. The homeowner is responsible for checking and maintaining clear lines. The addition of a tablespoon of bleach at the condensate trap can inhibit the growth of algae that is the frequent cause of clogging.

12.) THERE IS CONDENSATION ON THE OUTSIDE OF AIR HANDLERS, REFRIGERANT LINES OR DUCTS.

- a.) Standard. Moisture can be expected to condense and/or freeze on the exterior surfaces of air handlers, lines, and ducts when the air temperature is different from the surface temperature.
- b.) Repair Responsibility. No corrective action is required by the builder unless the condensation is directly attributed to faulty installation.
- c.) Additional Information. Condensation is most likely to occur when air handlers, refrigerant lines, or ducts are located in unconditioned locations such as a crawl space, basement, attic, or in exterior locations. Condensation usually results from conditions beyond the builder's control. Moisture in the air can condense to form water and collect on cold duct surfaces, particularly in the summer months when the humidity is high.

13.) CONDENSATION LINES.

- a.) Standard. All to be installed per code for drainage.
- b.) Repair Responsibility. Condensation lines will clog eventually under normal use. This is a homeowner maintenance item. Builder shall provide unobstructed condensation lines as of the effective date of the Limited Warranty.

7. ELECTRICAL

1.) A CIRCUIT BREAKER TRIPS.

- a.) Standard. Circuit breakers should not be tripped by normal usage. Overloading an outlet or multiple outlets at the same time can cause the breaker to trip.
- b.) Repair Responsibility. The builder will check wiring, circuits, and components for conformity with prevailing electrical code. The builder will correct noncompliant elements during warranty period. **Please try flipping the breaker and resetting GFCI's before emailing our warranty team; overloading an outlet is a common occurrence.**
- c.) Additional Information. Prevailing electrical code determines the types of circuits and their design loads. When maximum capacity is exceeded the fuse or breaker will trip. If a 15-amp circuit is tripped, the homeowner should try plugging the device into a 20-amp circuit to see if the device exceeds the lower capacity. Blown fuses and tripped breakers are symptoms of a problem in some part of the home's electrical system or a homeowner product connected to the system. Although components may be defective, homeowner-owned fixtures and appliances usually are responsible for electrical malfunctions and nuisance tripping. The homeowner should unplug or disconnect fixtures and appliances on the circuit and then replace the fuse or reset the breaker. If the problem reoccurs, the homeowner should notify the builder.

2.) A GROUND FAULT CIRCUIT INTERRUPTER (GFCI) TRIPS OR ARC FAULT CIRCUIT INTERRUPTER (AFCI) TRIPS FREQUENTLY.

- a.) Standard. GFCIs and AFCIs should perform as intended and will be installed and tested in accordance with prevailing electrical codes during warranty period.
- b.) Repair Responsibility. The builder will install ground fault and arc fault circuit interrupters in accordance with the prevailing electrical codes. Tripping is to be expected; however, the builder will repair or replace components that frequently trip due to component failure or incorrect installation (not due to overloading) during warranty period.
- c.) Additional Information. AFCIs are installed to protect bedroom circuits and all other habitable areas or a residence. GFCIs protect outlets in wet areas (e.g., bathrooms, kitchens, garages, laundry, exterior, etc.) Because outlets protected by GFCIs may be connected in a series, it may not be readily apparent that an inoperative convenience outlet is the result of a tripped GFCI in another room (not necessarily in the electrical panel). Both ground fault and arc fault circuit interrupters are sensitive devices that detect ground fault and arc fault conditions and consumers occasionally will experience nuisance tripping. The most common causes of nuisance tripping by AFCIs are damaged cords or plugs on homeowners' lamps, small appliances, or other devices. Some newer vacuum cleaners and exercise equipment will not work on an AFCI-protected circuit. Static electricity, some electronic devices, televisions, computers, and printers may also cause nuisance tripping of circuit interrupters. The homeowner should pay particular attention to refrigerators and freezers, as nuisance tripping of these devices may result in food spoilage.

3.) OUTLETS, SWITCHES OR FIXTURES.

- a.) Standard. Should operate as intended.
- b.) Repair Responsibility. Defective outlets, switches and fixtures will be repaired or replaced.

4.) A DRAFT COMES THROUGH AN ELECTRICAL OUTLET.

- a.) Standard. Electrical outlets and switch boxes on exterior walls may allow air to flow through or around an outlet into a room, as allowed by prevailing building code.

- b.) Repair Responsibility. No corrective action is required by the builder, except to conform to the prevailing building code.
 - c.) Additional Information. To increase energy efficiency, the homeowner may elect to install foam insulation pads under switch and outlet plates to help decrease drafts.
- 5.) WIRING FAILS TO CARRY SPECIFIED ELECTRICAL LOAD.**
- a.) Standard. Wiring should be capable of handling the required load.
 - b.) Repair Responsibility. Builder will correct to meet applicable building and electrical codes.
- 6.) INTERIOR RECEPTACLE OR SWITCH COVERS PROTRUDE FROM THE WALL.**
- a.) Standard. Interior receptacle or switch covers should not protrude more than 1/16 inch from the wall.
 - b.) Repair Responsibility. The builder will adjust the covers to meet the standard when identified as part of the pre closing walk through.
 - c.) Additional Information. Some textured wall finishes may not allow a cover to be installed flush.
- 7.) LIGHTING DIMS OR FLICKERS WHEN OTHER ELECTRICAL DEVICES ARE IN USE.**
- a.) Standard. General lighting outlets should be installed per the prevailing electrical codes.
 - b.) Repair Responsibility. The builder will repair or replace outlets to meet the standard.
 - c.) Additional Information. Lighting outlets are designed for moderate use devices such as clocks, radios and lamps. When larger devices such as vacuum cleaners, copiers, space heaters and irons are added, the startup surge may cause lights to dim or flicker. Air conditioners and heat pumps have the potential to cause all light fixtures in the home to dim or flicker. All circuits have the potential for dimming.
- 8.) CEILING FAN VIBRATES EXCESSIVELY AND/OR IS NOISY.**
- a.) Standard. The builder should install ceiling fans in accordance with the manufacturer's instructions (including blade balances).
 - b.) Repair Responsibility. The builder will correct any fan installation not in accordance with the standard if the fan was supplied and installed by the builder.
 - c.) Additional Information. There are varying levels of performance for ceiling fans and some noise or vibration may be inherent in the specific fan installed.
- 9.) ADDING ELECTRICAL DURING WARRANTY PERIOD.**
- a.) Any electrical outlets to be added during Warranty period must be completed by our Licensed Electrician to maintain your Electrical Warranty.
 - b.) **Any electrical work done outside of the Warranty immediately voids this entire Warranty.**

8. INSULATION

- 1.) INADEQUATE INSULATION.**
- a.) Standard. This warranty assures only that your insulation will meet the applicable energy code requirements.
 - b.) Repair Responsibility. Builder will install sufficient insulation to meet the applicable local code requirements. Contractual Agreement for additional insulation shall not involve this warranty.
- 2.) AIR INFILTRATION FROM ELECTRICAL OUTLETS.**
- a.) Standard. This is common in new construction.
 - b.) Repair Responsibility. None.

9. ROOFING

1.) ROOF LEAKS.

- a.) Standard. Roofs and flashing should not leak under normal conditions. The roof should not leak, and no leaks should arise from flashing except where snow and ice are allowed to build up continually. Prevention of unusual snow and ice buildup is homeowner's responsibility. Occasionally, homeowner may see a slight amount of rain in the attic if there is a very hard driving rain that blows water through the ridge vent.
- b.) Repair Responsibility. All roof and flashing leaks not caused by snow and ice buildup or other neglect by homeowner will be repaired. The builder will repair any verified roof or flashing leaks not caused by ice buildup, leaves, debris, abnormal weather conditions, or the homeowner's actions or negligence. Builder is not responsible for color variations.
- c.) Additional Information. It is the homeowner's responsibility to keep the roof drains, gutters, and downspouts free of ice, leaves and debris.

2.) ICE BUILDS UP ON THE ROOF.

- a.) Standard. During prolonged cold spells ice is likely to build up on a roof, especially at the eaves. This condition can occur naturally when snow and ice accumulate.
- b.) Repair Responsibility. No corrective action is required by the builder.
- c.) Additional Information. Prevention of ice buildup on the roof is a homeowner maintenance item.

3.) GUTTERS AND DOWNSPOUT LEADER LEAKS.

- a.) Standard. Gutters and leaders should not leak. However, during heavy rains, overflow should be expected.
- b.) Repair Responsibility. Builder will correct leaks not caused by homeowner's negligence or improper maintenance. Ladders allowed to rest against gutters will cause deformation and will affect purpose.

4.) POOR GUTTER DRAINAGE.

- a.) Standard. Some standing water should be expected within certain tolerances.
- b.) Repair Responsibility. Builder will repair so that, if free from debris, the standing water depth will not exceed an inch, if buyer has not allowed ditch or hole at bottom of gutter.

5.) AN ATTIC VENT OR LOUVER LEAKS

- a.) Standard. Attic vents and louvers properly installed should not leak. Infiltration of wind-driven rain and snow are not considered leaks and are beyond the builder's control.
- b.) Repair Responsibility. The builder will repair or replace improperly installed vents as necessary to meet the performance guideline.

6.) INSUFFICIENT ATTIC OR ROOF VENTILATION.

- a.) Standard. The applicable building codes will control.
- b.) Repair Responsibility. Builder will correct to meet the applicable code requirements.

7.) SHINGLES HAVE BLOWN OFF.

- a.) Standard. Shingles shall be rated for the wind zone of the project and shall be installed in accordance with the applicable prevailing building code and the instructions provided by the manufacturer on the packaging of the shingles.
- b.) Repair Responsibility. If shingles were not installed per manufacturer's installation instructions, the builder will repair or replace shingles that have blown off during normal conditions.
- c.) Additional Information. Correctly installed shingles are covered by the manufacturer's warranty. The wind rating of shingles is determined for brand new shingles using tests of questionable accuracy in predicting actual wind performance especially when time elapses. Generally, shingles lose wind resilience with time as short as a few months. Shingles are not regarded as having sealed to one another until they have reached 135 degrees Fahrenheit for at least 18 hours. In hot, even warm, sunny weather, these sealing conditions can occur in just a few days, but until then shingles are vulnerable to wind. Replacement shingles may not match existing

shingles. Shingles may blow off during extreme weather due to the additional information defined above.

8.) REMODELING SPECIFIC GUIDELINE: NEW SHINGLES DO NOT MATCH EXISTING SHINGLES.

- a.) Standard. The color of new shingles may not exactly match the color of the existing shingles because of weathering and manufacturing variations.
- b.) Repair Responsibility. The builder is not responsible for precisely matching the color of existing shingles.

9.) ASPHALT SHINGLE EDGES OR CORNERS ARE CURLED OR CUPPED.

- a.) Standard. These conditions are a manufacturer's warranty issue.
- b.) Repair Responsibility. No corrective action is required by the builder. Excessive curling or cupping is covered under the manufacturer's warranty. Curled or cupped shingles should not be installed.

10.) AREAS OF A SHINGLE ROOF ARE STAINED.

- a.) Standard. Shingles on a roof may stain.
- b.) Repair Responsibility. Staining on shingles is unavoidable, no corrective action is required by the builder.
- c.) Additional Information. Black stains are indicative of mold that is unavoidable even when stain resistant shingles are installed. Whitish stain can be caused by chemicals in the metals of roof vents or the surrounding metal of pipes leaching onto the roof.

10. SIDING AND CAULKING

1.) SIDING TRIM AND MASONRY CRACKS AND SEPARATION.

- a.) Standard. Separation between siding, masonry and trim should not exceed 3/8 inch (three eighths of an inch). Siding, trim and masonry should be capable of excluding the elements.
- b.) Repair Responsibility. Builder will repair by caulking or other methods one time during 1-year warranty period.

2.) LEAKS DUE TO SNOW OR RAIN DRIVEN INTO THE ATTIC THROUGH LOUVERS OR VENTS.

- a.) Standard. Attic vents and/or louvers must be provided for proper ventilation of the attic space of the structure.
- b.) Repair Responsibility. None

3.) CAULKING SHRINKAGE.

- a.) Standard. Since all caulking shrinks, homeowner is responsible for maintaining caulking.
- b.) Repair Responsibility. All junctions and separations of exterior wall surfaces will be caulked once to prevent water leakage. Any shrinkage thereafter will be the homeowner's responsibility.

4.) DE-LAMINATION OF VENEER SIDING OR SEPARATION.

- a.) Standard. All siding shall be installed according to the manufacturers and industries accepted standards. Separations and de-laminations shall be repaired or replaced. This is a one-time repair at should be done at the end of 1-year warranty. Vinyl siding is a material that expands and contracts with climate and as a result there may be occasional buckling as the material expands and contracts.
- b.) Repair Responsibility. Builder will repair or replace siding as needed unless caused by homeowner's neglect or weather-related damage to maintain siding properly. Repaired area may not match in color and/or texture. For surfaces requiring painting, Builder will paint only the new materials. The owner can expect that the newly painted surface may not match original surface in color. Builder will repair buckling in vinyl siding only if it remains buckled for a consistent time period.

5.) PAINT OR STAIN PEELS OR FADES.

- a.) Standard. Fading caused by weathering is normal and should be expected within certain tolerances. Varnish or lacquer on the exterior will deteriorate quickly and is not covered by this warranty. Mildew and fungus on siding are caused by climactic conditions or nearby bodies of water and are not covered by this warranty.
 - b.) Repair Responsibility. If paint or stain is defective, Builder will refinish affected area. Builder is not responsible for color variations.
- 6.) CRACKS IN STUCCO WALL FINISH/PARGING**
- a.) Standard. These defects can be caused by an object striking the wall. Slight cracks can also occur as a result of natural settling and due to the constructions proximity to base.
 - b.) Repair Responsibility. Builder will repair (once) cracks in excess of 1/8 inch (one eighth inch) width if the builder caused the crack by an object striking the wall. Builder will evaluate other cracks to determine if they are a result of natural settling or any other concern.
- 7.) CRACKS IN VINYL SIDING OR DENTS IN ALUMINUM SIDING.**
- a.) Standard. These defects can be caused by an object striking the siding.
 - b.) Repair Responsibility. Builder will correct defects only if reported prior to occupancy. Builder is not responsible for color variations or discontinued patterns.
- 8.) ALUMINUM OR VINYL SIDING IS BOWED OR WAVY.**
- a.) Standard. Some waviness in aluminum or vinyl siding is expected. Waves or similar distortions in aluminum or vinyl lap siding are considered excessive only if they exceed ½ inch in 32 inches.
 - b.) Repair Responsibility. The builder will correct any waves or distortions to comply with the performance guideline by reinstalling or replacing siding as necessary.
- 9.) ALUMINUM OR VINYL SIDING TRIM LOOSE OR HAS FALLEN OFF.**
- a.) Standard. All siding which is not installed properly, so as not to come loose or fall off under normal conditions, is a deficiency. Trim should not separate from the home by more than ¼ inch.
 - b.) Repair Responsibility. The builder will reinstall trim as necessary to comply with the performance guideline. Builder is not responsible for fallen siding caused by winds. Builder is not responsible for color variations or discontinued patterns.
 - c.) Additional Information. Vinyl siding and accessories should not be caulked in most circumstances, as caulking could impact the product’s contraction and expansion characteristics.
- 10.) CRACKING OR DE-LAMINATION OF WOOD ON EXTERIOR – WOODEN DECKS, WALKS, PORCHES.**
- a.) Standard. Wood exposed to the elements will react and crack. Certain types of wood should be painted or stained or sealed continuously. This is considered a homeowner maintenance item.
 - b.) Repair Responsibility. None.
- 11.) GAPS SHOW IN EXTERIOR TRIM**
- a.) Standard. Joints between exterior trim elements, including siding and masonry, should not be wider than ¼ inch. In all cases, the exterior trim will perform its function of excluding the elements.
 - b.) Repair Responsibility. The builder will repair open joints that do not meet the standard once during 1-year warranty period. Caulking is an acceptable repair.
- 12.) EXTERIOR TRIM BOARD IS SPLIT.**
- a.) Standard. Splits wider than 1/8 inch **AND** longer than 1 inch are considered excessive.
 - b.) Repair Responsibility. The builder will repair splits by filling with durable filler one time during 1-year warranty period. Touch-up painting may not match the surrounding area.
- 13.) EXTERIOR TRIM BOARD IS BOWED OR TWISTED.**
- a.) Standard. Bows and twists exceeding 3/8 inch in 8 feet are considered excessive.
 - b.) Repair Responsibility. The builder will repair defects that do not meet the performance guideline by refastening or replacing deformed boards one time during 1-year warranty period. Touch-up painting may not match the surrounding area.
- 14.) EXTERIOR TRIM BOARD IS CUPPED.**
- a.) Standard. Cups exceeding 3/16 inch in 5 ½ inches are considered excessive.

- b.) Repair Responsibility. The builder will repair defects that do not meet the performance guideline by refastening or replacing cupped boards one time during 1-year warranty period. Touch-up painting may not match the surrounding area.

11. INTERIOR WALLS AND TRIM

1.) MOLDING AND TRIM DEFECTS.

- a.) Standard. Some separation between moldings and adjacent surfaces (including casing, base, crown, etc.) is normal and should be expected within certain tolerances.
- b.) Repair Responsibility. Separation in excess of 1/4" (one quarter inch) will be repaired by caulking or other methods. Builder will be responsible for caulking when identified as part of the closing walk through. This type of repair will only be done one time, at year end. Any other less than 1/4" (one quarter inch) will be homeowner maintenance.

2.) THERE ARE GAPS AT NON-MITERED TRIM AND MOLDING JOINTS.

- a.) Standard. At the time of substantial completion of the project, openings at joints in trim and moldings, and at joints between moldings and adjacent surfaces, should not exceed 1/8 inch in width.
- b.) Repair Responsibility. The builder will repair joints to meet the standard one time during the 1-year warranty period.
- c.) Additional Information. Failing to control indoor relative humidity may cause separation of trim and moldings in excess of the standard. Joints that separate under these conditions are not considered defective. The homeowner is responsible for controlling temperature and humidity in the home.

3.) TRIM OR MOLDING MITERED EDGES DO NOT MEET.

- a.) Standard. At the time of substantial completion of the project, gaps between mitered edges in trim and molding should not exceed 1/8 inch.
- b.) Repair Responsibility. The builder will repair gaps that do not meet the standard. Caulking or puttying with materials compatible with the finish is acceptable.
- c.) Additional Information. Separation of trim and moldings in excess of the standard may be caused by lack of control of indoor relative humidity. Joints that separate under these conditions are not considered defective. It is the consumer's responsibility to control temperature and humidity in the home.

4.) INTERIOR TRIM IS SPLIT.

- a.) Standard. Splits, cracks, and checking greater than 1/8 inch in width are considered excessive.
- b.) Repair Responsibility. One time only during the warranty period, the builder will repair the affected area to meet the standard. Refinished or replaced areas may not match surrounding surfaces exactly.

5.) CRACKS ARE VISIBLE ON A FINISHED WALL OR CEILING.

- a.) Standard. Hairline cracks are not unusual in interior wall and ceiling surfaces. Cracks should not exceed 1/16 inch in width.
- b.) Repair Responsibility. One time only during the warranty period, the builder will repair cracks exceeding 1/16 inch in width. The builder will touch up paint on repaired areas if the builder was responsible for the original interior painting. A perfect match between original and new paint cannot be expected and the builder is not required to paint an entire wall or room.

6.) DRYWALL IS CRACKED.

- a.) Standard. Drywall cracks greater than 1/16 inch in width are considered excessive.

- b.) Repair Responsibility. One time only during the warranty period, the contractor will repair cracks and touch up paint in affected areas. The texture and paint color may not exactly match the existing texture and paint color.

7.) NAIL POPS, BLISTERS, OR OTHER BLEMISHES ARE VISIBLE ON A FINISHED WALL OR CEILING.

- a.) Standard. Any such blemishes that are readily visible from a standing position facing the surface at distance of 6 feet under normal lighting conditions are considered excessive.
- b.) Repair Responsibility. One time only during the warranty period, the builder will repair such blemishes. The builder will touch up paint on repaired areas if the builder was responsible for the original interior painting. A perfect match between original and new paint cannot be expected, and the builder is not required to paint an entire wall or room. The builder is not required to repair defects that are covered by wall coverings and that, therefore, are not visible.
- c.) Additional Information. When drywall has been placed on lumber surfaces subject to shrinkage and warpage and which are not perfectly level and plumb, problems may often occur through stress and strain placed on drywall during the stabilization of the lumber, which is inherent in the construction of the home. Due to initial stabilization problem that exists with the new home, it is impossible to correct each defect as it occurs, and it is essentially useless to do so. The entire home will tend to stabilize itself. Correcting the drywall near the end of the warranty period provides the homeowner with the best possible solutions.

8.) NAILS ARE NOT PROPERLY SET OR NAIL HOLES ARE NOT PROPERLY FILLED.

- a.) Standard. Setting nails and filling nail holes are considered part of painting and finishing. After finishing, nails and nail holes should not be readily visible from a standing position facing the surface at distance of 6 feet under normal lighting conditions. After painting or staining, putty colors will not exactly match variations in wood color.
- b.) Repair Responsibility. Where the builder is responsible for painting, the builder will take action necessary to meet the performance guideline one time during the 1-year warranty period. Putting of nail holes in base and trim molding installed in unfinished rooms and areas not exposed to view (such as inside of closets) is not included in this guideline.

9.) CRACKED CORNER BEAD, EXCESS JOINT COMPOUND, TROWEL MARKS, OR BLISTERS IN TAPE JOINTS ARE OBSERVED ON THE DRYWALL SURFACE.

- a.) Standard. Defects resulting in cracked or detached corner bead, trowel marks, excess joint compound or blisters in tape not caused by consumers misuse are considered excessive.
- b.) Repair Responsibility. One time only during the warranty period, the builder will repair the affected area of the wall to meet the standard.

10.) JOINTS PROTRUDE FROM THE SURFACE.

- a.) Standard. Any joints that are visible from a standing position facing the surface at distance of 6 feet under normal lighting conditions are considered excessive.
- b.) Repair Responsibility. One time only during the warranty period, the builder will repair affected areas.
- c.) Additional Information. Visible joints often occur in long walls, stairwells, ceilings, head height ceilings, and areas of two-story homes where framing members have shrunk and caused drywall to protrude.

11.) PEELING OF WALLPAPER OR WALL COVERING.

- a.) Standard. Wallpaper should not peel.
- b.) Repair Responsibility. Builder is not responsible for peeling caused by owner negligence or use. Builder will repair or replace defectively installed wallpaper or wall covering. Builder is not responsible for discontinued patterns, colors or variations in color.

12.) EDGE MISMATCHING IN PATTERN OF WALL COVERING.

- a.) Standard. None

b.) Repair Responsibility. None

13.) INTERIOR PAINT DOES NOT COVER THE UNDERLYING SURFACE.

- a.) Standard. The surface being painted should not show through new paint when viewed from a standing position facing the surface at distance of 6 feet under normal lighting conditions.
- b.) Repair Responsibility. The builder will recoat affected areas as necessary to meet the standard as closely as practical.
- c.) Additional Information. The amount and direction of sunlight can have a significant effect on how a surface appears. It is not unusual for the underlying surface to be visible in direct sunlight; no corrective action is required of the builder in such instances.

14.) BRUSH AND ROLLER MARKS SHOW ON INTERIOR PAINTED SURFACE.

- a.) Standard. Brush marks should not be readily visible on interior painted surfaces when viewed from a standing position facing the surface at a distance of 6 feet under normal lighting conditions.
- b.) Repair Responsibility. The builder will refinish one time during the 1-year warranty period to meet the standard and match affected areas as closely as practical.

15.) LAP MARKS SHOW ON INTERIOR PAINTED OR STAINED AREAS.

- a.) Standard. Lap marks should not be readily visible on interior painted or stained areas when viewed from a standing position facing the surface at distance of 6 feet under normal lighting conditions.
- b.) Repair Responsibility. The builder will refinish as necessary one time during the 1-year warranty period to meet the standard and match affected areas as closely as practical.

16.) INTERIOR PAINTING, STAINING, OR REFINISHING OF REPAIR WORK DOES NOT MATCH.

- a.) Standard. A perfect match between original and new paint cannot be expected. Repairs required under the performance guideline will be finished to match the immediate surrounding areas as closely as practical.
- b.) Repair Responsibility. No corrective action is required by the builder.
- c.) Additional Information. Where the majority of the wall or ceiling area is affected, the area will be painted from breakline. The builder is not required to paint an entire room.

17.) MILDEW ON FLOORS, BASE AND MOLDINGS.

- a.) Standard. Mildew is caused by the humidity level maintained by the occupants of the home and is considered a maintenance item. In homes constructed on concrete slab, more humidity level maintenance is required.
- b.) Repair Responsibility. None.

18.) VARIATIONS IN PANELING COLOR; SCRATCHES OR CHECKS ON FINISHED SURFACES.

- a.) Standard. Plywood paneling pattern and color will often vary and is not considered a deficiency. Scratches and checks on the paneling surface are deficiencies, if reported before completion.
- b.) Repair Responsibility. None.

19.) LUMPS, RIDGES, AND NAIL POPS IN WALLBOARD WHICH APPEAR AFTER HOMEOWNER HAS COMPLETED NEW WALL COVERINGS OR PAINT.

- a.) Standard. Homeowner shall insure that the surface to receive wall covering is suitable and assumes full responsibility should lumps, ridges and nail pops occur.
- b.) Repair Responsibility. None

20.) BIFOLD AND BYPASS DOORS COME OFF THEIR TRACKS DURING NORMAL OPERATION.

- a.) Standard. At the time of substantial completion of the project, bifold and bypass doors should slide properly on their tracks.
- b.) Repair Responsibility. One time only during the warranty period, the builder will adjust any bifold and bypass door that does not stay on its track during normal operation.

- c.) Additional Information. Proper operation should be verified by the homeowner and the builder at the time of substantial completion of the project. Homeowners should be aware that bifold and bypass doors are inherently more sensitive than swing doors and need to be treated accordingly. The homeowner is responsible for cleaning and maintenance necessary to preserve proper operation.

21.) A POCKET DOOR RUBS IN ITS POCKET DURING NORMAL OPERATION.

- a.) Standard. Pocket doors should operate smoothly during normal operation.
- b.) Repair Responsibility. Only if notated during final walk-thru, the builder will adjust the pocket door to meet the standard.
- c.) Additional Information. Pocket doors commonly rub, stick, or derail because of the inherent nature of the product. It is common for the door to also rub against the guides provided by the manufacturer.

22.) A DOOR SWINGS OPEN OR CLOSED FROM THE FORCE OF GRAVITY; A DOOR HINGE SQUEAKS; INTERIOR DOORS DO NOT OPERATE SMOOTHLY; A DOOR KNOB OR LATCH DOES NOT OPERATE SMOOTHLY.

- a.) Standard. Doors should not swing open or closed from the force of gravity alone. Door hinges should not squeak. A door knob or latch should not stick or bind during operation. Doors should move smoothly with limited resistance.
- a.) Repair Responsibility. One time only if notated during final walk-thru, the builder will adjust doors, repair, or replace knobs or latches that are not operating smoothly.
- b.) Additional Information. Because locksets are rather complex mechanical devices, some may have a heavy or stiff feel to them but are operating as intended by the manufacturer. This can be true for locksets of all price ranges. Slamming doors or hanging items on the door or door knob will affect knob or latch operation; it is not the builders responsibility to adjust or repair problems caused by such conditions.

23.) AN INTERIOR DOOR IS WARPED.

- a.) Standard. Except as noted, interior doors should not become inoperable due to warping. A ¼ inch tolerance, as measured diagonally from corner to corner, is acceptable.
- b.) Repair Responsibility. The builder will correct or replace and refinish defective doors to match existing doors as closely as practical.
- c.) Additional Information. In bathroom or utility areas, exhaust fans or an open window must be used to minimize moisture to prevent warpage of door units.

24.) A STAIR RISER OR TREAD SQUEAKS.

- a.) Standard. Loud squeaks caused by a loose stair riser or tread are considered excessive; however, totally squeak-proof stair risers or treads cannot be guaranteed.
- b.) Repair Responsibility. One time during the 1-year warranty period, the builder will refasten any loose risers or treads or take other reasonable and cost-effective corrective action, based on his or her best judgement, to eliminate squeaking without removing treads, floor coverings or ceiling finishes below stairs.
- c.) Additional Information. Squeaks in risers or treads may occur when a riser has come loose from the tread, deflects from the weight of a person and rubs against the nails that hold it in place. Movement may occur between the riser and the tread or other stairway members when one trad is deflected while the other members remain stationary. Using trim screws to fasten the tread to the riser from above sometimes will reduce squeaking. If there is no ceiling below, gluing or renailling the riser to the tread or shimmering will reduce squeaks but completely eliminating squeaks is not always possible.

12. CABINETS AND COUNTER TOPS

1.) COUNTER-TOP OR CABINET IMPERFECTIONS.

- a.) Standard. Chips and cracks notated during the walk thru will be repaired or replaced at builder discretion.
- b.) Repair Responsibility. Delaminating laminate will be repaired. Cracks and chips including porcelain and fiberglass fixtures, not reported to Builder prior to occupancy will not be covered by this warranty.

2.) WARPING OF DOORS AND DRAWERS.

- a.) Standard. Minor warpage is common and should be expected within certain tolerances.
- b.) Repair Responsibility. Warpage in excess of ¼" (one quarter inch) from the face of the cabinet will be repaired or the doors and drawers replaced. Builder is not responsible for variations in color.

3.) A CABINET DOOR OR DRAWER BINDS.

- a.) Standard. Cabinet doors and drawers should open and close with reasonable ease.
- b.) Repair Responsibility. If within the 1-year warranty period, the builder will adjust or replace cabinet door hinges and/or drawer hardware as necessary to meet the standard.

4.) A CABINET DOOR WILL NOT STAY CLOSED.

- a.) Standard. The catches or closing hardware for cabinet doors should be adequate to hold the doors in a closed position.
- b.) Repair Responsibility. The builder will adjust or replace the door catches or closing hardware as necessary to meet the standard if notated during closing walk thru.

5.) CABINET UNITS ARE NOT LEVEL.

- a.) Standard. Individual cabinets should not have a deviation of more than 3/16 inch out of level.
- b.) Repair Responsibility. The builder will level cabinets to meet the standard if notated during the closing walk thru.

6.) CABINET DOORS DO NOT ALIGN WHEN CLOSED.

- a.) Standard. Gaps between doors should not deviate more than 1/8 inch from top to bottom.
- b.) Repair Responsibility. The builder will adjust doors to meet the standard if notated during the closing walk thru.

7.) CABINETS DO NOT MEET THE CEILINGS OR WALLS.

- a.) Standard. Gaps greater than ¼ inch in width are considered excessive.
- b.) Repair Responsibility. The builder will repair the gap with caulk, putty, scribe molding, or will reposition/reinstall cabinets to meet the standard if notated during the closing walk thru.

8.) COUNTER TOPS SEEMING TO SEPARATE FROM THE WALLS.

- a.) Standard. Some separation is common and should be expected within certain tolerances.
- b.) Repair Responsibility. Separation in excess of ¼" (one quarter inch) will be repaired by re-caulking the joint. Builder will be responsible for caulking only if reported in writing during walk thru, otherwise this is a homeowner maintenance item.

9.) BATH COUNTER TOPS SEEMING TO SEPARATE FROM CABINET.

- a.) Standard. Some separation is common and should be expected within certain tolerances. Vanity tops are held in place by caulk and attached plumbing.
 - A.1) Pulling on the top or standing on the top will result in the top being broken loose from the wall and/or plumbing.
- b.) Repair Responsibility. Normal separation in excess of ¼" (one quarter inch) will be repaired by re-caulking the joint. Builder will be responsible for caulking only if reported in writing during walk thru, otherwise this is a homeowner maintenance item.

10.) THE SURFACE OF HIGH-PRESSURE LAMINATE ON A COUNTERTOP IS CRACKED OR CHIPPED.

- a.) Standard. At the time of substantial completion of the project, cracks or chips greater than a 1/16 inch are considered excessive.
- b.) Repair Responsibility. The builder will repair or replace cracked or chipped countertops to meet the standard only if they are reported at the time of substantial completion of the project.

11.) COUNTERTOPS ARE VISIBLY SCRATCHED.

- a.) Standard. At the time of substantial completion of the project, countertops should be free of scratches visible from 6 feet under normal lighting conditions.
- b.) Repair Responsibility. The builder will repair scratches in the countertop to meet the standard when identified at the pre closing walk through.
- c.) Additional Information. Minor imperfections and scratches will be more visible in dark, glossy tops.

12.) A GRANITE, MARBLE, STONE, OR SOLID-SURFACE COUNTERTOP HAS TEXTURE OR COLOR VARIATIONS.

- a.) Standard. Color variations in natural-surface products are acceptable. Solid-surface variations in texture and colors are covered by the manufacturer's warranty.
- b.) Repair Responsibility. No repair is required by the builder.

13.) A GRANITE, MARBLE, STONE, OR SOLID-SURFACE COUNTERTOP IS CHIPPED.

- a.) Standard. At the time of substantial completion of the project, chips greater than 1/32 inch in width are considered excessive.
- b.) Repair Responsibility. The builder will repair or replace affected areas to meet the standards. The use of an appropriate filler is an acceptable repair.

14.) A GRANITE, MARBLE, STONE, OR SOLID-SURFACE COUNTERTOP HAS VISIBLE SEAMS.

- a.) Standard. Seams may be visible and especially noticeable with certain countertop materials and darker finishes.
- b.) Repair Responsibility. No corrective action is required by the builder.

15.) A GRANITE, MARBLE, OR STONE COUNTERTOP HAS EXCESSIVE LIPPAGE BETWEEN SECTIONS.

- a.) Standard. Lippage greater than 1/32 inch is considered excessive.
- b.) Repair Responsibility. The builder will repair or replace the countertop to meet the standard only one time during the 1-year warranty period.

13. FLOORING AND COVERING

1.) UNEVEN JOINTS IN WOODEN FLOORS AND FLOORBOARDS.

- a.) Standard. Squeaks and loose sub-flooring are usually passing conditions caused by lumber shrinkage and temperature changes and are not covered by this warranty unless caused by defective joist in the floor system.
- b.) Repair Responsibility. Uneven joints resulting in ridges or indentations exceeding ¼" (one quarter inch) within a 32" (thirty-two inch) are (measuring perpendicular to the ridge or indentation) will be repaired one time during the 1-year warranty period.

2.) GAPS EXIST BETWEEN HARDWOOD FLOOR BOARDS.

- a.) Standard. Some separation is normal and should be expected within certain tolerances. At the time of substantial completion of the project, gaps between hardwood floor boards should not exceed 1/8 inch in width.
- b.) Repair Responsibility. The builder will repair gaps that do not meet the standard when identified during the pre closing walk through.

- c.) Additional Information. Gaps appearing after installation may be caused by fluctuations in the relative humidity in the home. This is a common seasonal phenomenon in some climates and certain areas of the home that experience significant shifts of humidity. The homeowner is responsible for maintaining proper humidity levels in the home.

3.) HARDWOOD FLOOR BOARDS ARE CUPPING OR CROWNING.

- a.) Standard. Cupping or crowning in hardwood floor boards should not exceed 1/16 inch in height in a 3-inch maximum span measured perpendicular to the long axis of the board. Cupping or crowning appearing after installation are a result of fluctuations in the moisture conditions in the home, causing a noticeable curvature in the face of the floor boards. Cupping or crowning caused by exposure to moisture or humidity fluctuations are beyond the builder's control is not the builder's responsibility.
- b.) Repair Responsibility. If identified during the pre closing walk through, the builder will correct or repair boards to meet the standard if the cupping or crowning was caused by factors within the builder's control, only after the moisture content of the flooring and/or the environmental conditions have stabilized.
- c.) Additional Information. The homeowner is responsible for proper maintenance of the floor and for maintaining proper humidity levels and moisture conditions in the home, crawl space, or basement.

4.) EXCESSIVE LIPPAGE IS OBSERVED ALONG THE JOINTS OF PREFINISHED WOOD FLOORING PRODUCTS.

- a.) Standard. Lippage greater than 1/16 inch is considered excessive.
- b.) Repair Responsibility. One time during the warranty period, the builder will repair lippage in the affected areas to meet the standard if the lippage was caused by elements within the builder's control.

5.) HARDWOOD FLOORING HAS BUCKLED.

- a.) Standard. Under normal conditions and usage, hardwood flooring should not buckle.
- b.) Repair Responsibility. One time during the 1-year warranty period, the builder will repair the affected area to meet the performance guideline if buckling was caused by elements within the builder's control.
- c.) Additional Information. Wood floors are naturally susceptible to high levels of moisture. Buckling results from water or high levels of moisture coming in contact with the floor. Controlling excess water and high humidity levels during cleaning or from other sources is the consumer's responsibility.

6.) HARDWOOD FLOORING HAS VISIBLE SCRATCHES AND DENTS.

- a.) Standard. At the time of substantial completion of the project, hardwood flooring should not have scratched and dents visible from a standing position under normal lighting conditions.
- b.) Repair Responsibility. The builder will repair flooring in the affected areas to meet the standard if identified during the pre closing walk through.
- c.) Additional Information. The wide varieties of solid and engineered hardwood flooring available to homeowners have varying hardness and wear resistance. The builder is not responsible for the choice of a softer material that may be more susceptible to damage during or after construction. High-heeled shoes, pets, and heavy foot traffic will create scratches and dents in all hardwood floors, some more than others.

7.) CRACKS ARE OBSERVED IN THE TILE GROUT OR AT THE JUNCTURES WITH OTHER MATERIALS, SUCH AS A BATHTUB.

- a.) Standard. Cracks in grouting of tile joints commonly result from normal shrinkage conditions. Cracks that result in loose tiles or gaps in excess of 1/16 inch are considered excessive.

- b.) Repair Responsibility. One time only during the warranty period, the builder will repair grout to meet the standard. The builder is not responsible for color variations or discontinued colored grout. The homeowner is responsible for regrouting these joints after the builder's one-time repair.
- c.) Additional Information. The use of an elastic substance, grout caulk, at junctures between tile and other material is often more effective than grout and is considered an acceptable method of repair.

8.) CERAMIC TILE CRACKS.

- a.) Standard. Cracking of grout is common and should be expected within certain tolerances. Homeowner is responsible for routine maintenance of grout joints. Tile should not crack.
- b.) Repair Responsibility. Broken tiles reported prior to closing will be replaced and excessive cracking of grout joints will be repaired once. Builder is not responsible for discontinued patterns or colors or for variations in color.

9.) THERE IS LIPPAGE OF ADJOINING MARBLE OR CERAMIC TILE.

- a.) Standard. Lippage greater than 1/16 inch is considered excessive, except where the materials are designed with an irregular height such as handmade tile or tile larger than 13 x 13 inches.
- b.) Repair Responsibility. The builder will repair lippage in the affected areas to meet the standard.

10.) NAILS POPPING THROUGH RESILIENT FLOORING.

- a.) Standard. Only nails which have broken through the floor covering will be repaired.
- b.) Repair Responsibility. The nail pops will be repaired or replaced at the sole option of Builder in the area damaged. Builder is not responsible for discontinued patterns or colors or for variation in color. Builder will match affected area to the best of our ability, homeowner is responsible for any type of full flooring change or upgrade.

11.) DEPRESSIONS OR RIDGES ARE OBSERVED IN FLOORING BECAUSE OF SUBFLOOR IRREGULARITIES.

- a.) Standard. Minor ridges or indentations are common and should be expected within certain tolerances. Readily apparent depressions or ridges exceeding 1/8 inch are excessive.
- b.) Repair Responsibility. The builder will take necessary corrective action to meet the standard if notated during the closing walk thru. The builder should not be responsible for discontinued patterns or color variations when replacing the floor covering. The ridge or depression measurement is taken at the end of a 6-inch straightedge held tightly to the floor on one side of the affected area. Measure under the straightedge to determine the depth of the depression or height of the ridge.

12.) BUBBLES ARE OBSERVED IN VINYL FLOORING.

- a.) Standard. Bubbled resulting from trapped air and that protrude higher than 1/16-inch from the floor are considered excessive.
- b.) Repair Responsibility. One time only during the warranty period, the builder will repair the floor to meet the standard in accordance with manufacturer's recommendations.
- c.) Additional Information. The standard guideline does not apply to perimeter attached vinyl floors which float otherwise.

13.) YELLOWING IS OBSERVED ON THE SURFACE OF VINYL FLOOR COVERING.

- a.) Standard. The builder should install vinyl flooring in accordance with the manufacturer's instructions.
- b.) Repair Responsibility. If the yellowing resulted from improper installation by the builder, the builder will repair or replace the flooring. Yellowing resulting from a manufacturer's defect or from the homeowner's misuse or lack of maintenance is not covered by the builder.
- c.) Additional Information. Some chemical compounds, such as the tar residue from a recently paved asphalt driveway, may cause a chemical reaction with the flooring material and result in permanent damage to the floor. The homeowner is responsible for the proper use and

maintenance of the floor. Yellowing caused by the homeowner's improper use of or inadequate maintenance of the floor is not the builder's or the manufacturer's responsibility.

14.) LOOSE FLOOR COVERING.

- a.) Standard. Builder has sole option of repairing or replacing.
- b.) Repair Responsibility. The affected area will be repaired or replaced. Builder is not responsible for discontinued patterns or colors or for variations in color. Bubbles may be repaired by injecting adhesive through a cut placed in the flooring.

15.) GAPS IN SEAMS OF FLOOR COVERINGS.

- a.) Standard. Minor gaps are common and should be expected within certain tolerances. When the homeowner replaces or installs their own flooring and covering, sub-floor preparation is homeowner's responsibility.
- b.) Repair Responsibility. Minor gaps in excess of 1/8" (one eighth inch) will be repaired or replaced at the affected area one time only during the 1-year warranty period. Builder is not responsible for discontinued patterns or colors or for variations in color. Builder is not responsible for flooring or coverings installed by homeowner.

16.) CARPET IS STRETCHED OR LOOSE.

- a.) Standard. When stretched and secured properly, wall-to-wall carpeting should not unfasten or or separate from the points of attachment.
- b.) Repair Responsibility. One time only the builder will restretch or resecure the carpeting as necessary to meet the standard.

17.) CARPET DOES NOT MEET THE SEAMS.

- a.) Standard. Visible gaps at the seams are considered excessive.
- b.) Repair Responsibility. It is not unusual for carpet seams to be visible from a standing position. One time only during the warranty period, the builder will correct visible gaps at carpet seams.

18.) CARPET APPEARS TO BE DIFFERENT COLORS.

- a.) Standard. Carpet for a room should be ordered and installed from a single manufacturer's dye lot. Carpet shade variance is the manufacturer's responsibility.
- b.) Repair Responsibility. No corrective action is required by the builder.
- c.) Additional Information. When viewed under normal lighting conditions, carpet may have the appearance of color variations. These differences may result from the direction of the carpet nap or from fibers being crushed on the roll. Over time, vacuuming will make the appearance more uniform.

19.) DEAD SPOTS, VOIDS OR HUMPS OBSERVED IN PADDING AREAS BELOW THE CARPET SURFACE.

- a.) Standard. Carpeted areas should not have dead spots, voids, or humps.
- b.) Repair Responsibility. One time only during the 1-year warranty period, the builder will repair or replace padding in the affected areas to meet the standard during the warranty period. Over ¼ " high hump under carpet will be repaired once with one trip to the home during the warranty period.
- c.) Additional Information. Since carpet padding comprises a number of materials of various densities and feel, there may be an inconsistent feel even with adequate coverage.

HORIZONS EAST, LLC LIMITED WARRANTY ACKNOWLEDGEMENT

The undersigned acknowledges that they have received a copy of the foregoing limited warranty.

This is an Express Limited Warranty offered by Horizons East, LLC, to the extent possible under the laws of North Carolina. All other warranties, express or implied, including by not limited to any implied warranty of habitability, are hereby disclaimed and waived. No one can add to or vary the terms of this Warranty, orally or in Writing.

Builder will use its best effort to locate similar colors and patterns to match existing materials initially installed when correcting any warranty repair request. However, due to manufacturer supplies or lack thereof, Builder shall not be liable to the homeowner if exact color and pattern matches cannot be located.

Without limited the generality of the foregoing, the undersigned additionally acknowledges that we have received the specific limitations on the coverage of this limited warranty. The undersigned also acknowledges that there is no other oral or written warranty agreement other than those expressly outlined in this document.

The undersigned understands and agrees that these are only conditions for which we have contracted, and that we will not hold the Builder liable for any conditions or time frames for such conditions beyond those specifically listed in this Limited Warranty.

BUILDER REPRESENTATIVE SIGNATURE: _____

DATE: _____

HOMEOWNER SIGNATURE: _____

DATE: _____

HOMEOWNER SIGNATURE: _____

HOMEOWNER ADDRESS: _____

WARRANTY SERVICE REQUEST PROCEDURE

We will endeavor to complete the items notated in the final walk thru of the home by the 90-day window stated on the final walk thru checklist. Upon discovery of some fault or defect which you believe is covered by this agreement, you should notate it on the sheet attached here and keep it for your 11-month occupancy warranty email. Please note that any warranty requests deemed to be a result of misuse will not be covered by your warranty. At your 11 (eleven) months of occupancy, please send a complete, clear and specific written notice along with any available photos of the items to Horizons East, LLC's Representative at warranty@hebc-nc.com. After receipt of your written notice, within a reasonable time, a Representative will contact you to schedule an inspection of warranty claim. If repair is deemed necessary, the repair will be scheduled. You must make your home available for inspections and repairs during normal business hours.

As outlined above, any non-emergent warranty requests will be evaluated one time for completion at the end of your 1-year warranty. If you experience an emergency such as a leak or lack of function in your HVAC unit, you should contact that vendor immediately and then follow up with our office so that we can help you get the situation resolved. Items considered to be an emergency are those that cause damage or drastically alter your standard of living.

At the completion of your 1-year evaluation, only items that are covered by this warranty and reported on your 11-month email will be completed. No other additional items may be added once the punch list is generated.

If you have not submitted a request for an evaluation prior to your 1-year of ownership, your 1-year warranty will be closed.

POTENTIAL 1-YEAR WARRANTY ITEMS LIST

For warranty claim or concerns, please email : warranty@hebc-nc.com

Always include your name & address/lot number/neighborhood along with a good contact number to reach you.

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