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200 BERENDOS PACIFICA, CA

THE WARRANTY

The Builder's Warranty relates only to "Covered Defects," which are defined as defects in material and workmanship that are either part of the structure or are elements of the home as supplied by The Builder at the date of completion. The existence of a Covered Defect does not constitute a breach of this Limited Warranty; however, The Builder is obligated to repair or replace the item to conform to the Performance Standards. This is not an insurance policy, nor a maintenance agreement, but a definition of what The Homeowner has a right to expect in terms of warranties.

This Warranty is provided to the original purchaser of the home and to all subsequent owners who take title within the warranty period identified in the Performance Standards, and uses only.

One Year Coverage — The Builder warrants the construction of the home will conform to the tolerances for materials and workmanship, as defined in the Performance Standards, for a period of one year after the closing date.

Five Year Coverage — The Builder warrants the workability of the plumbing, electrical, heating, ventilating, and other mechanical systems, as defined in the Performance Standards, for a period of five years after the closing date.

Five Year Coverage — The Builder warrants against various types of water infiltration and internal leaks, as specifically defined in the Performance Standards, for a period of five years after the closing date.

Ten Year Coverage — The Builder warrants the construction of the home will conform to the tolerances set forth in the below Performance Standards for Structural Elements for a period of ten years after the closing date, subject to the limitations set forth below. Structural Elements are footings, bearing walls, beams, girders, trusses, rafters, bearing columns, lintels, posts, structural fasteners, subfloors and roof sheathing.

In the event of any inconsistency between this Warranty and the Performance Standards, the terms of this Limited Warranty shall control. Notwithstanding anything to the contrary set forth above.

If a defect occurs in an item covered by this Limited Warranty, The Builder will repair or replace it to conform to the Performance Standards. In the case of defects in Structural Elements, The Builder will repair or replace the Structural Element to restore the load-bearing function, as designed, and make such other repairs as are necessary to return the home to a safe status. The repair of a defect will include the correction, replacement or refinishing of only those surfaces, finishes and coverings that were damaged by the defect and that were a part of the home when the title was first transferred by The Builder. The Builder will repair or replace surfaces, finishes and coverings that require removal in order for The Builder to repair or replace a defect. The extent of the repair or replacement of these surfaces, finishes and coverings will be to approximately the same condition they were in prior to the defect, but not necessarily to a "like-new" condition. The Builder cannot guarantee, nor does it warrant, exact color matches with the original surrounding area due to factors such as fading, aging or unavailability of the original materials.

The Builder assigns The Homeowner warranties for particular appliances and equipment furnished by the manufacturer to The Builder. The Builder provides no warranty on those items except where the malfunction is due to damage during installation or improper installation. If it is necessary to request warranty service in such a case, The Homeowner must make a request directly to the manufacturer. In the unlikely event that the manufacturer is not responsive to the request, The Builder will assist The Homeowner in attempting to obtain the necessary repairs or replacements from the manufacturer.

The Builder reserves the right to use its judgment in determining the most appropriate method of repairing warranty defects.



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The Builder's offer to resolve an issue for which it bears no responsibility under this Limited Warranty does not create the responsibility to provide the resolution in another situation for which it bears no responsibility. Actions taken to cure defects will not extend the period of coverage specified in this Limited Warranty or any applicable statutes of limitation or repose.

Warranty Exclusions

This Limited Warranty excludes any loss or damage which is not a Covered Defect, including:

1. Loss of, or damage to, any real property which is not part of the home covered by this limited warranty and which is not included in the original purchase price of the home as stated in the closing documents.
2. Any damage to the extent it is made worse by:
 - a. Negligence, improper maintenance, or intentional or improper operation by anyone other than The Builder, its agents or subcontractors, including, but not limited to, damage resulting from rot, corrosion or rust.
 - b. Failure by The Homeowner or anyone other than The Builder, its agents or subcontractors to comply with the warranty requirements of manufacturers of appliances, fixtures and equipment.
 - c. Failure by The Homeowner to give timely notice to The Builder of any defects.
 - d. Changes in the grading of the ground by anyone other than The Builder, its agents or subcontractors.
 - e. Changes, alterations or additions made to the home by anyone other than The Builder, its agents or subcontractors after the Limited Warranty commencement date.
 - f. Dampness or condensation due to The Homeowner's failure to maintain adequate ventilation.
3. Loss or damage that The Homeowner has not taken timely action to minimize.
4. Any defect caused by, or resulting from, materials or work supplied by someone other than The Builder, its agents or subcontractors.
5. Normal wear and tear or normal deterioration.
6. Loss or damage not otherwise excluded under this Limited Warranty, which does not constitute a defect in the construction of the home by The Builder, its agents or subcontractors.
7. Loss or damage caused by, or resulting either directly or indirectly from, accidents, riots and civil commotion, theft, vandalism, fire, explosion, power surges or failures, smoke, water escape, falling objects, aircrafts, vehicles, acts of God, lightning, windstorm, hail, tornado, hurricane, mudslide, earthquake and volcanic eruption.
8. Loss or damage caused directly or indirectly by flood, wind-driven water, surface water, waves, tidal waves, overflow of a body of water, or spray from any of these (whether or not driven by wind), water which backs up from sewers or drains, changes in the water table which were not reasonably foreseeable at the time of construction, or water below the surface of the ground (including water which exerts pressure on, or seeps or leaks through, a building, sidewalk, driveway, foundation, swimming pool or other structure), wetlands, springs or aquifers.



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9. Loss or damage to the home, persons or property directly or indirectly caused by termites, other insects, birds, vermin, rodents or other wild or domestic animals.
10. Loss or damage resulting from the use of the home for non-residential purposes.
11. Any condition which does not result in actual damage to the home, including, but not limited to, un-inhabitability or health risk due to the presence or consequence of electromagnetic fields (emfs), radon gas, mold, formaldehyde or other pollutants and contaminants; or the presence of hazardous or toxic materials.
12. Bodily injury or damage to personal property.
13. Loss or damage caused by, or resulting from, abnormal loading of Structural Elements by The Homeowner, which exceeds design loads as mandated by codes.
14. Consequential damages including, but not limited to, costs of shelter, food, transportation; moving and storage; any other expenses related to inconvenience or relocation during repairs to the home; and any diminution of the market value of the home.

Limitation of Liability

It is understood and agreed that the builder's liability, whether in contract, tort, statute, negligence or otherwise, is limited to the remedy provided in this Limited Warranty. The Builder's obligations under this Limited Warranty, and under the purchase agreement, are limited to repair and replacement. Under no circumstances shall the builder be liable for any special, indirect or consequential damages, including without limitation any damages based on a claimed decrease in the value of the home, even if the builder has been advised of the possibility of such damages. This Limited Warranty is the only warranty applicable to this purchase. All other warranties, expressed or implied, including, but not limited to, all implied warranties of fitness, merchantability or habitability, are disclaimed and excluded.

Requesting Warranty Service

Notwithstanding anything set forth in the materials provided to you by The Builder in order to preserve a claim under this Limited Warranty, you must submit written notice of your claim to The Builder no later than 30 days after the applicable warranty period expires.

David Blackman Construction Inc

X _____

June 18, 2009



PERFORMANCE STANDARDS

CONCRETE APPEARANCE/FINISH

THE BUILDER will repair disintegration of the surface resulting in the appearance of coarse aggregate below the surface for a period of two years, unless salt or chemicals cause the disintegration of the floor. THE BUILDER will repair the surface by patching or surface coating. Nonstructural cosmetic surface flaws will be repaired or replaced at THE BUILDER's discretion. Color variations are not covered by THE WARRANTY.

CONCRETE CRACKS

Cracks in garage floors, walkways, driveways, patios and steps that exceed .25 inch in width or .25 inch in vertical offset, will be repaired, at THE BUILDER's discretion, for a period of two years by filling and patching. The texture and color of concrete cannot be matched due to varying conditions and, therefore, the matching of concrete color or texture is not covered by THE WARRANTY.

EXPANSION AND CONTROL JOINTS

Expansion joints are intentionally placed in some concrete surfaces to allow sections of concrete to expand and contract with changes in temperature, and control joints are intentionally placed in concrete to control cracking as concrete cures.

Expansion and control joints are grooved during concrete placement and will have a tendency to move or crack in the joint area. Movement at a control joint in excess of .5 inch in width or vertical displacement will be repaired. THE BUILDER will repair excessive movement by filling, grinding or use of a floor-leveling compound for a period of two years.

FOOTING AND FOUNDATION WALL CRACKS

Appropriate measures will be taken to correct serious cracks and/or deterioration in the foundation footings or foundation walls that cause the home to be unsafe or uninhabitable. THE BUILDER will make the necessary repairs and/or provide replacement to the structural elements and related damage except for areas not constructed by THE BUILDER for up to ten years. For a period of two years, THE BUILDER will patch the voids in walls caused by any cracks in the foundation that exceed 1/8 inch in width or vertical displacement.

CHALKY DEPOSITS (EFFLORESCENCE)

Efflorescence is the residue left behind from the drying of concrete and masonry products. This is a normal condition. As concrete cures, water is drawn to the surface where it evaporates and leaves behind leachates (salts and alkaline deposits) on the surface. THE BUILDER will clean, once, with Tri-Sodium Phosphate for one year after close of escrow. Additional washing is the responsibility of THE HOMEOWNER. THE HOMEOWNER may remove efflorescence by cleaning with a Tri-Sodium Phosphate (TSP) solution and water. TSP is available at most hardware or paint stores.

WOOD FRAMED WALLS OUT OF PLUMB

Interior and Exterior walls should be straight and plumb within 1 inch per 4 feet. Under THE WARRANTY, THE BUILDER will repair, for a period of five year, any interior wall that is more than 1 inch per 4 feet out of plumb.

POST BOWED

Posts should not bow or be out of plumb in excess of 1.4 inch per 4 feet. Under THE WARRANTY, THE BUILDER will replace posts that exceed the 1.4-inch per 4-foot standard for a period of ten years (structural).



WOOD BEAM SPLIT

Beams, joists and posts will sometimes split as they dry. Parallel splitting is usually not a structural concern because such inconsistencies in wood are anticipated in the structural calculations of wood products. Diagonal splitting that extends from one side to another and is more than 1.2 inch deep may weaken the wood. Under THE WARRANTY, THE BUILDER will fill or repair any structural component that exceeds this standard for a period of ten years. Cosmetic components will be repaired for a period of one year. Repairs may include additional wood framing to the existing beam/post secured with nails or bolts.

ROOF DEFLECTION OR BOWING

All structural members of the home are sized according to the type of roofing product and the loads they may support to include wind and rain during normal weather patterns. THE BUILDER will stiffen a structural member of the roof, for a period of ten years, if deflection exceeds 1 inch per 20 feet, or more than 1.2 inch between two structural members.

ASPHALT SHINGLE BUCKLED OR CURLED

Asphalt shingle surfaces need not be perfectly flat; therefore, buckling or curling is not covered by THE WARRANTY.

SHINGLES BLOWN OFF BY HIGHWINDS

Under proper maintenance and normal/expected weather conditions, shingles should not blow off the roof. In the event that shingles are blown off the roof, THE BUILDER, for a period of two years, will take necessary actions to repair shingles that have been blown off unless caused by wind velocities exceeding the manufacturer's tolerances. Damage caused by severe weather is not covered by THE WARRANTY.

GUTTER OR DOWNSPOUT LEAKS

THE BUILDER will repair leaks, for a period of two years, in gutters and downspouts provided proper care is taken by THE HOMEOWNER to clear debris.

WATER REMAINING IN GUTTERS

When a gutter installed by THE BUILDER is unobstructed by debris the water level should not exceed 1.2 inch in depth 24 hours after the rain ceases. THE BUILDER, for a period of two years, will adjust the gutter to minimize such ponding. Ponding caused by debris accumulation is considered part of routine Homeowner maintenance and is not covered by THE WARRANTY.

ROOF OR FLASHING LEAKS

When properly maintained, the roof and flashing should not leak under normal weather conditions. THE BUILDER, for a period of five years, will repair roof or flashing leaks that occur during normal weather. Roof vents and louvers are designed to keep out wind-driven rain and snow under normal conditions. Leaks caused by debris or ice accumulation are considered part of routine Homeowner maintenance and are not covered by THE WARRANTY.

SHADING OR SHADOWING PATTERN

Shading or shadowing on roofing materials is caused by the differences in product color installed in a specific area. THE BUILDER will try to minimize shading deviations by mixing the tiles and shingles during installation, but uniform shading or shadowing is not covered by THE WARRANTY.

NEW ROOFING PRODUCTS DO NOT MATCH EXISTING

The color and texture of new roofing components used to repair existing roofing components may not match due to weathering or manufacturing variations. For any repair or replacement of roofing components, THE BUILDER will try to match the texture and color of existing roofing components as closely as possible, but a perfect color match is not covered by THE WARRANTY.



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MILDEW, ALGAE AND MOSS ON ROOFS

The growth of mildew, algae and moss on roof surfaces is caused by the accumulation of dust and considered the responsibility of THE HOMEOWNER to conduct proper routine maintenance. The growth of mildew, algae and moss on roof surfaces is not covered under THE WARRANTY.

SIDING BOWED/BUCKLED

THE BUILDER, will repair any bowed wood, lap siding exceeding 1 inch per 4 feet.

SIDING JOINTS SEPARATED

THE BUILDER, within the manufacturer's warranty, will repair joint separations in siding exceeding 1/4 inch by filling them with sealant.

GAPS BETWEEN SIDING AND TRIM

Gaps between siding and moldings at trim pieces, miter joints or openings should not exceed 1/4 inch. THE BUILDER will correct this condition by caulking/repairing the trim or siding.

SPLITS OR KNOTHOLES IN SIDING OR TRIM

THE BUILDER, within the manufacturer's warranty, will repair knotholes that expose the underlying sheathing or building paper, splits in exterior siding or trim wider than 3/8 inch by replacing or filling the knotholes, siding or trim.

SIDING COLOR OR TEXTURE MISMATCH

THE BUILDER will try to match the texture and color of the existing siding as closely as possible for any repair or replacement of siding, but a perfect match is not guaranteed by THE WARRANTY.

SIDING FINISH FADED

Any colored siding will fade when exposed to the sun. This is a normal condition. THE BUILDER will repair or replace a particular piece of siding that becomes excessively faded in contrast to similarly exposed siding for a period of one year.

SIDING/TRIMWOOD ROT

Some warping, cupping, splitting or rotting of wood can be expected. In cases where excess warping, cupping, splitting or rotting of wooden members exists, THE BUILDER, will repair or replace as necessary for a period of three year.

EXTERIOR WALLS/SIDING MATERIAL LOOSE

THE BUILDER will correct siding materials that become loose or detached for a period of five year unless the problem is a result of an act of God or unusually high winds that exceed the manufacturer's wind limits.

"BLEEDING" THROUGH SIDING PAINT

Cedar or redwood siding or shingles occasionally "bleed" through the original paint. THE BUILDER will repair resins and extractives "bleeding" through the paint. THE WARRANTY will not apply if stains or clear wood protectants are used, since they do not cover up the natural extractives of wood. For all bleed-through areas in painted surfaces, THE BUILDER will clean and repaint the area for a period of one year. The effects of improper Homeowner maintenance, negligence, physical damage or weathering are not covered by THE WARRANTY.

SIDING STAINED BY NAILS

THE BUILDER, for a period of one year, will touch up or remove siding stains that extend more than 1.2 inch from the nail and are readily visible from a distance of 20 feet. THE WARRANTY does not cover semi-transparent stain or "natural weathering" used on the siding.

LOOSE EXTERIOR TRIM

THE BUILDER, for a period of one year, will repair trim that has separated from the home by more than 1/4 inch. In cases



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where trim separation exceeds 1/4 inch, THE BUILDER will reinstall trim, add fasteners or caulk separations. However, THE WARRANTY does not cover trim separation caused by acts of God or unusually high winds that exceed the manufacturer's wind limits.

EXTERIOR TRIM BOARD CUPPED

THE BUILDER, for a period of one year, will repair cups in trim board exceeding 1 inch per 8 inches.

EXTERIOR TRIM BOARD TWISTED

THE BUILDER, for a period of one year, will repair bows and twists in trim board exceeding 1 inch per 8 feet by adjusting or replacing the trim board.

CRACKS IN MASONRY OR VENEER

Cracks in masonry or veneer greater than 3/16 inch in width will be repaired by tuck pointing, patching or painting. THE BUILDER will repair this condition for a period of two years. Color variations in mortar or brick products are normal and a perfect match is not covered by THE WARRANTY. Cracks less than 3/16 inch in width within mortar joints and in brick products are also a normal condition and are not covered by THE WARRANTY.

COURSE OF MASONRY OR VENEER NOT STRAIGHT

Courses of masonry or veneer brick should not vary more than 1 inch per 8 feet. In cases where variation is more than 1 inch per 8 feet, THE BUILDER, for a period of one year, will replace necessary portions of masonry or veneer brick.

EXTERIOR CAULKING JOINT SEPARATION

Exterior caulking joints occasionally shrink or open up causing water intrusion. Joints and cracks in exterior wall surfaces and around openings should be properly caulked to prevent the entry of water. If water intrusion occurs, THE BUILDER, for a period of five years, will repair caulking joints in exterior wall surfaces. Any subsequent repair or replacement of caulking is considered part of routine Homeowner maintenance and is not covered by THE WARRANTY.

CLEAR FINISH DETERIORATION

Clear finishes on exterior surfaces, such as wood entry doors, diminish with aging and should be reapplied as part of routine Homeowner maintenance every 6–18 months, depending on outside exposure. THE BUILDER will correct deterioration of clear finishes on exterior surfaces once for a period of one year. Any subsequent deterioration is considered part of routine Homeowner maintenance and is not covered by THE WARRANTY.

PAINT OR STAIN FADING

All exterior paints and stains exhibit fading when exposed to weather, and fading is a normal condition. Semi-transparent stains diminish with aging and should be reapplied as part of routine Homeowner maintenance every 2 years, depending on outside exposure. THE BUILDER will correct excessive fading of exterior paints or stains once for a period of one year. Any subsequent fading is considered part of routine Homeowner maintenance and is not covered by THE WARRANTY.

EXTERIOR PAINT, STAIN OR CAULKING PEELING/DETERIORATION Exterior paints, stains and caulking should not peel or deteriorate for a period of two years. If exterior paint, stain or caulking has peeled or deteriorated, THE BUILDER, for a period of two years, will refinish or repair affected areas.

MILDEW OR FUNGUS

Exterior painted or stained surfaces should be free of mildew and fungus. However, mildew or fungus may form on surfaces over time because of moisture. THE BUILDER will correct any visible mildew or fungus growth problems once during the first year of THE WARRANTY. Any subsequent removal of mildew or fungus is considered part of routine Homeowner maintenance and is not covered by THE WARRANTY.

REPAINTING AFTER REPAIR WORK



Repainting, staining or refinishing may be required because of repair work. Repairs required under THE WARRANTY will be finished to match the immediate surrounding areas as closely as practical. Due to fading and normal weathering, a perfect match cannot be achieved and a perfect match is not covered by THE WARRANTY. Where repairs affect more than 50% of a wall or ceiling product area, THE BUILDER will repaint the entire wall, ceiling or product surface with the original paint for a period of one year. Custom color touch-up is not covered under THE WARRANTY.

SITE DRAINAGE

Grades and swales have been established by THE BUILDER to ensure proper drainage away from the home. If THE HOMEOWNER modifies these areas with additional grading, plantings, concrete or any other obstructions, THE HOMEOWNER will thereafter be responsible for drainage. Improper drainage of the site occurs when there is standing or ponding water within 10 feet of the foundation beyond a 24-hour period (48 hours on swales). If proper grades were not established initially, THE BUILDER will re-grade the yard or swales for a period of one year. Ultimately, THE HOMEOWNER is responsible for maintaining drainage and swales of the lot. No grading determination can be made during frost or snow conditions. If THE HOMEOWNER adds a pool, THE BUILDER will no longer be responsible for drainage. In some cases, moist, soggy soil without standing water may be normal in the overall drainage plane and is not covered by THE WARRANTY.

GROUND SETTLING

Settling of the ground around the home, utility trenches or other filled areas should not interfere with water drainage. If interference does occur, THE BUILDER will fill settled areas affecting proper drainage for a period of one year. THE BUILDER will reinstall displaced plant material and sod that was originally installed by THE BUILDER. Landscape altered by THE HOMEOWNER voids THE WARRANTY on settlement.

SOIL EROSION

THE BUILDER is responsible for protecting slopes and graded hillsides during construction from soil erosion. THE BUILDER is not responsible for soil erosion after the close of escrow. Proper erosion protection requires THE HOMEOWNER to maintain landscaping groundcovers and deep rooted plantings to reduce erosion. For steeply graded hills, the installation of erosion-control matting, such as jute and straw, will help reduce erosion until plantings have been established. Soil erosion is not covered by THE WARRANTY. *Note: The grading of this lot was performed approximately 50 years ago and has little to no erosion or slumping. The Cut to the North is in solid rock.*

DOOR PANEL SPLIT

Split door panels should not allow light to be visible through the door. THE BUILDER, for a period of one year, will repair splits in door panels by filling them with wood fillers and refinishing.

DOOR WARPED

Warping on doors should not exceed ½ inch as measured diagonally from corner to corner. If the door has been properly maintained and is not physically damaged, THE BUILDER, for a period of one year, will replace the door with a comparable product if warping exceeds the ½ inch standard. Warping that occurs to stain or lacquer-finished doors that are improperly maintained is THE HOMEOWNER's responsibility and is not covered by THE WARRANTY.

RAW WOOD SHOWING ON DOOR PANEL

Wooden door panels will shrink and expand because of temperature and humidity changes and may expose unpainted surfaces at the edges of the inset panel on the door. THE BUILDER, once, during a period of one year, will touch up door panel edges that expose more than ¼ inch of raw wood. Any subsequent touch-up is considered part of routine Homeowner maintenance and is not covered by THE WARRANTY.



DOORS NOT OPERATING PROPERLY

THE BUILDER, for a period of one year, will make necessary corrections to doors that fail to operate properly by binding, sticking, not latching, rubbing or sealing.

SLIDING PATIO DOORS AND SCREENS

Sliding patio doors and screens should slide without coming off their tracks during normal operation. THE BUILDER, once, during a period of one year, will adjust sliding patio doors that do not slide properly. Some entrance of the elements can be expected under windy conditions.

GARAGE DOOR OPERATES IMPROPERLY

THE HOMEOWNER can expect the garage door to function properly. In the case that the garage door does not operate properly, THE BUILDER, for a period of two years, will correct or adjust the door as required.

LEAK THROUGH/UNDER GARAGE DOOR

Under high wind conditions and storms, it is normal for some elements to leak through or under the garage door. THE BUILDER, for a period of one year, will make needed adjustments.

WINDOW IS DIFFICULT TO OPEN OR CLOSE

Windows should be properly adjusted and balanced. Normal maintenance by THE HOMEOWNER includes keeping the tracks, channels and operating mechanisms clean and lubricated. For most windows, Homeowners should use a dry silicone spray lubricant on the tracks once each year. Under THE WARRANTY, THE BUILDER, for a period of one year, will correct or repair windows that fail to operate per the manufacturer's specifications.

WINDOW LEAKS

Water leaking through or around windows as a result of improper installation will be repaired for a period of five years by THE BUILDER. Water leaks at windows resulting from Homeowner damage, extreme weather or improper Homeowner maintenance are not covered by THE WARRANTY. Water may become visible in window tracks and sliding glass door tracks during heavy rain and should drain to the outside of the home.

CONDENSATION OR FROST ON WINDOWS

Windows may collect condensation on their interior surfaces when high humidity within the home turns into water on the colder window. THE HOMEOWNER is responsible for controlling interior temperature and humidity to avoid condensation. Draperies and blinds should be left open to encourage air circulation and even temperatures during periods of cold weather and high interior humidity. Under THE WARRANTY, no action on the part of THE BUILDER is required.

WINDOW SCRATCHES AND IMPERFECTIONS

THE BUILDER follows ASTM specifications, a well-known set of published performance standards, which state that imperfections in glass can be determined by visual inspection. The viewer will look through the window in daylight without direct sunlight. The potential imperfection must be in the view plane 90° to the window surface. Imperfections must be detectable from a distance of over ten feet to be considered for repair. These kinds of imperfections will be repaired for a period of 30 days after closing.

DEFECTS

THE BUILDER, for a period of one year, will replace defective glass when defects, including stress cracks or failed seals in insulated windows, occur.



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AIR INFILTRATION

Some infiltration around windows is normal especially during high winds. THE BUILDER, for a period of one year, will take necessary corrective action by adjusting windows or weather-stripping.

FUSES BLOW OR CIRCUIT BREAKERS TRIP

Fuses should not be blown and circuit breakers should not be tripped under normal use. THE BUILDER, for a period of two years, will correct circuit breakers that trip excessively under normal use.

ELECTRICAL OUTLETS, SWITCHES OR FIXTURES MALFUNCTION

THE BUILDER, for a period of two years, will correct outlets, switches or fixtures that malfunction. In situations where lights dim and flicker please note that voltage entering the home is controlled by the local utility transmission service and may fluctuate based on variances in power generation and usage.

GROUND FAULT CIRCUIT INTERRUPTER (GFCI) TRIPS FREQUENTLY

Ground fault interrupters are safety devices installed as part of the electrical system to provide protection against electrical shock. These sensitive devices detect potentially dangerous "ground faults" in small appliances and extension cords. THE BUILDER, for a period of two years, will replace any failed GFCI device that fails to reset. THE HOMEOWNER is responsible for repairing any device that causes the GFCI to trip.

MALFUNCTION OF LOW-VOLTAGE WIRING SYSTEM

In the event of a low-voltage wiring system malfunction, THE BUILDER, for a period of two years, will take corrective action.

COMMUNICATION WIRING

All wire and device functions will maintain their integrity for a period of two years. This includes the phone cable and the service panel. Any additions or alterations to the communication wiring and/or problems resulting from negligence and lighting fixture wiring are not covered by THE WARRANTY.

HEATING SYSTEM

In cases where the heating system is not working properly, THE BUILDER, for a period of five years, will take corrective action.

INSULATION UNEVEN OR MISSING

Thermal insulation is dictated by local codes or state energy guidelines and THE BUILDER will install insulation in accordance with these applicable guidelines. THE BUILDER, for a period of one year, will take appropriate action to correct insufficient insulation installation.

VIBRATION FROM HEATING EQUIPMENT

It is normal for heating equipment to generate some noise and vibration. Under THE WARRANTY, no corrective action is required.

DRAINAGE PROBLEMS

THE BUILDER, for a period of two years, will assume the responsibility for clogged sewers, fixtures or drains where clogged sewers, fixtures and drains are the result of defective construction or workmanship.

WATER IN PIPE FREEZES

THE BUILDER, for a period of two years, will make necessary corrections to assure that plumbing pipes are adequately protected against normal anticipated cold weather (except undrained exterior faucets). THE HOMEOWNER is responsible for maintaining the house temperature at a minimum of 65°F during cold weather and draining exterior pipes and faucets for protection.



WATER PIPE NOISE

Sounds made by water flowing through pipes and by pipe expansion are normal. Rattling or "water hammer" of piping when water is rapidly turned off should not occur. THE BUILDER, for a period of two years, will install anti-water hammer devices at faucets causing this problem. Noise caused by ejector pumps and sump pumps while they cycle on and off is normal and not covered by THE WARRANTY.

PLUMBING PIPE LEAKS

In the event that leaks are found in any piping or showers, THE BUILDER, for a period of ten years, will repair as necessary. The maintenance of caulking and grout to prevent leaks is considered part of routine Homeowner maintenance and is not covered by THE WARRANTY.

FAUCET & SHOWER VALVE DRIPS

In the event that water dripping is found in faucets or showers valves, THE BUILDER, for a period of five years, will repair as necessary. The maintenance of caulking and grout to prevent leaks is considered part of routine Homeowner maintenance and is not covered by THE WARRANTY.

SHOWER ENCLOSURE FLEXES

Excessive flexing in a shower base occurs when the drain assembly moves up or down with normal weight. THE BUILDER, for a period of one year, will repair excessive flexing in a shower base by installing support materials beneath the enclosure base. Composite shower walls will flex when pushed inward. Such flexing is not considered a defect

BLEMISHES ON WALLS OR CEILINGS

Blemishes include nail pops, cracking or blistering visible on finished walls or ceilings. THE BUILDER, once, during a period of one year, will repair blemishes, excessive waviness or seams visible in normal light in finished areas that are readily visible from a distance of 5 feet. Cracks that occur adjacent to windows from expansion and contraction will be repaired using flexible latex caulking. Under THE WARRANTY, THE BUILDER, for a period of one year, will also repaint the affected areas.

REPAINTING AFTER REPAIR WORK

Repainting, staining or refinishing may be required because of repair work. Repairs required under THE WARRANTY should be finished to match the immediate surrounding areas as closely as practical. Due to fading and normal weathering, a perfect match cannot be achieved and a perfect match is not covered by THE WARRANTY. Where repairs affect more than 50% of a wall or ceiling area, THE BUILDER, for a period of one year, will repaint the entire wall or ceiling surface from corner to corner. Where custom paints and wall coverings have been installed, THE BUILDER will not warrant the match of any necessary repairs. All blemishes should be noted and repaired prior to custom paints and wall coverings being applied.

DRYWALL TEXTURE

Drywall texture is applied by hand and varies with the technique of the installer. Where tall walls exist, it is necessary to install the drywall texture in several passes. Breaks between application phases occur in all homes and sometimes are more visible due to the method of application. The inherent inconsistency of drywall texture is to be expected as with all hand applied troweled finishes. THE BUILDER, for a period of one year, will repair deviations, bumps or voids measuring over .5 inch per 4 feet, which are not part of the intended texture. During repair, THE BUILDER will try to match the original texture as closely as possible, but a perfect match is not covered by THE WARRANTY.

INTERIOR TRIM SPLIT

Splits, cracks, raised grain, swelling of finger joints and checking are inherent characteristics of all wood and cannot be avoided. However, THE BUILDER, for a period of one year, will fill any such condition in interior trim with wood putty.

NAILS SET OR HOLES NOT FILLED IN INTERIOR TRIM

Nails and nail holes in interior trim should be set and filled. THE BUILDER, for a period of one year, will set and fill nails



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and nail holes in interior trim within finished areas.

GAPS AT JOINTS ON MOLDING AND CASING

All joints on molding and casing should fit and be securely attached. THE BUILDER, for a period of one year, will repair defective joints and gaps. Acceptable repair includes filling joints and gaps with wood putty.

FLOOR SQUEAKS OR POPS

THE BUILDER will take corrective action to eliminate loose flooring and minimize squeaks on a one-time basis within the first year of THE WARRANTY. However, absence of squeaks is not guaranteed. *Note: the floor is concrete and can not squeak or pop.*

CRACKED OR LOOSENED TILE, BRICK, MARBLE OR STONE

THE BUILDER, for a period of one year, will replace cracked tiles, bricks, marble or stone flooring and will attach tiles, bricks, marble or stone which have detached from a surface unless the defects were caused by Homeowner's negligence. THE BUILDER is not responsible for discontinued patterns or color variations when replacing tile, brick, marble, stone flooring or grout. Hollow tiles occasionally occur and are not covered by THE WARRANTY.

GAPS BETWEEN CABINETS AND CEILINGS OR WALLS

Gaps between cabinets and ceilings or walls should not exceed .25 inch. THE BUILDER, for a period of one year, will repair the gap with caulking, putty, scribe molding or by repositioning the cabinets.

CABINET DOOR OR FACING WARPED

THE BUILDER, for a period of one year, will repair cabinet doors and drawer fronts that are crooked or warped in excess of ½ inch.

CABINET DOOR WILL NOT STAY CLOSED

THE BUILDER, once, during a period of one year, will adjust cabinet door catches or closing mechanisms that do not hold the door in a closed position. Any subsequent adjustment is considered part of routine Homeowner maintenance and is not covered by THE WARRANTY.

CABINET DOOR OR DRAWER BINDS

THE BUILDER, once, during a period of one year, will adjust cabinet doors and drawers that do not easily open or close. Any subsequent adjustment is considered part of routine Homeowner maintenance and is not covered by THE WARRANTY. Issues beyond the one-year period will be covered by the manufacturer's warranty.

WOOD CABINET FINISH VARIATIONS

All wood in any finish will exhibit color changes when exposed to light. All wood cabinets are constructed using different pieces of wood, and each piece will differ in color as well as change color in different ways. This color change is caused by variations in the minerals and acids from the soil and other conditions created by the growth environment of a tree. These variations in graining and color are characteristics of a natural wood cabinet and are not considered defects. Wood has these variations, and these variations are not covered by THE WARRANTY.

ALL SOLID SURFACE TOPS

THE BUILDER, for a period of one year, will repair cracked vanity tops at drains or along the countertop. Cracks, scratches or other damage caused by THE HOMEOWNER are not covered by THE WARRANTY.

COUNTERTOP NOT LEVEL

Countertops should be no more than ½ inch per 4 feet out of level. If the countertop is more than ½ inch per 4 feet out of level, THE BUILDER, for a period of one year, will make appropriate adjustments to the countertops.



Thursday, July 22, 2010

CONCRETE SETTLING

Garage floors, concrete walkways, patios and steps should not settle, heave or separate from the house structure in excess of 2 inches. In cases where this occurs, THE BUILDER will repair damaged portions of the concrete, using methods at THE BUILDER's discretion, for a period of two years.

WATER PONDING ON EXTERIOR CONCRETE SURFACES

After the rain ceases, water ponding should not exist on concrete surfaces for more than 24 hours. In the event that water ponding exists beyond the 24-hour period, THE BUILDER will take discretionary corrective action for a period of one year.

CRACKS IN EXTERIOR CONCRETE

Driveways, sidewalks, stoops, patios, etc., are exposed to the elements year round and are subject to wear and tear from weather. Cracks are to be expected due to curing, expansion and contraction. THE BUILDER will repair cracks exceeding .5 inch in width or vertical displacement by filling, patching or grinding for a period of two years.

CHIPPED OR SCRATCHED APPLIANCES Scratched or chipped finishes on porcelain, glass or other surfaces on laundry, kitchen or bar appliances are not covered by THE WARRANTY.

APPLIANCE FAILS TO FUNCTION

Kitchen, laundry and bar appliances that fail to function per the manufacturer's specifications will be addressed by the manufacturer under the manufacturer's warranty.