

## AFFINITY BUILDING SYSTEMS, LLC LIMITED HOME WARRANTY

### Introduction

Affinity Building Systems, LLC is referred to as the “Manufacturer” in the limited home warranty described hereafter. Section A describes the protection afforded to the original consumer purchaser and any subsequent purchaser (the “Purchaser”). Section B defines the terms used in this Limited Warranty and sets forth the exclusions from the Limited Warranty. Section C sets forth warranty standards which will govern the interpretation and operations of the Limited Warranty.

**THIS LIMITED HOME WARRANTY INCLUDES A PROCEDURE FOR INFORMAL SETTLEMENT OF DISPUTES, INCLUDING ARBITRATION, WHICH WILL BE BINDING IF PERMITTED BY STATE LAW. YOU SHOULD READ THIS AGREEMENT IN ITS ENTIRETY IN ORDER TO UNDERSTAND THE PROTECTION IT PROVIDES, THE EXCLUSIONS APPLICABLE TO IT, AND THE WARRANTY STANDARDS WHICH WILL GOVERN ITS INTERPRETATION AND OPERATION.**

This warranty gives you specific legal rights and you may also have other rights which vary from state to state. Purchaser should understand that every newly constructed home needs maintenance, and it is the Purchaser’s responsibility, not the Builder’s or Manufacturer’s, to maintain the home. Any damage or defect caused or worsened by neglect, abnormal use or improper maintenance and operation on the part of the Purchaser will not be covered by this Limited Home Warranty. For the life of this Limited Home Warranty, it shall be automatically transferable to subsequent purchasers without cost.

**THE MANUFACTURER PROVIDES THIS LIMITED HOME WARRANTY AS ITS EXCLUSIVE WARRANTY COVERING YOUR HOME. THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, WHICH ARE EXPRESSLY DISCLAIMED, EXCEPT WHERE DISCLAIMER OF SUCH WARRANTIES IS PROHIBITED BY LAW, IN WHICH EVENT ANY IMPLIED WARRANTIES SHALL TERMINATE ON THE SAME DATE AS THIS LIMITED WARRANTY.**

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

You may purchase an optional insured ten-year structural warranty. If the Builder elects to purchase such insurance, the terms of the insured warranty shall govern in the event of any conflict with the terms herein.

### Section A: The Limited Warranty Program

1. **Protection Provided.** Commencing on the date of first occupancy by the original consumer purchaser and subject to the conditions listed herein, the Manufacturer warrants that for a period of one (1) year, your home will be free from defects in the Manufacturer’s materials or workmanship resulting in a nonconformity with the warranty standards set forth in Section C (the “Warranty Standards”) of this Limited Warranty. Glass breakage will be warranted upon arrival of the building. No glass breakage will be covered after the building is attached to the foundation. Cosmetic defects (excluding grout or drywall cracks, cracked or missing ceramic tiles), and/or shortages in ship loose materials or items missing in the home **must be reported to the factory within 30 days of delivery** to be considered for repair or no charge replacement. With respect to fixtures, appliances, and items of equipment, the warranty is for one (1) year or the duration of the manufacturer’s written warranty, whichever is less.

2. **Manufacturer's Responsibility and Purchaser's Rights.** If a defect in your home arises due to nonconformity with the Warranty Standards during the term of this Limited Home Warranty or the applicable manufacturer's written warranty, whichever is less, the Manufacturer will repair, replace or pay you the reasonable cost of repairing or replacing the defective item. If a Major Structural Defect (as defined in Section B of this Limited Home Warranty) arises, the Manufacturer will repair, replace, or pay you the reasonable cost of repairing or replacing the defective item, limited to such actions as are necessary to restore load-bearing capability to the load-bearing components of the home and to repair those elements of the home damaged by the Major Structural Defect which makes the home unsafe or unlivable (exclusive of the foundation and its components and other Builder installed items).

3. **Conditions Affecting Manufacturer's Responsibility and Purchaser's Rights.** In each instance the Manufacturer's responsibility is subject to the following:

- (a) In the event of a warranty claim, the decision of whether to repair or replace a defective item, or to pay you the reasonable cost of repair or replacement is solely the Manufacturer's.
- (b) The Manufacturer's aggregate total liability is limited to and shall not exceed the purchase price, excluding tax, paid to the Manufacturer by the Builder for the home.
- (c) Actions taken to cure defects will not extend the periods of coverage specified in this Limited Home Warranty, or any other applicable manufacturer's warranty.
- (d) When the Manufacturer finishes repairing or replacing a defective item, or prior to the Manufacturer paying you the reasonable cost of doing so, you must, if requested by the Manufacturer, sign and deliver to the Manufacturer a full and unconditional release of all legal obligations of the Manufacturer with respect to the defect.
- (e) In the event the Manufacturer repairs or replaces or pays you the reasonable cost of the repair or replacement of any defective item covered by this Limited Home Warranty, the Manufacturer shall be subrogated to all of your rights of recovery therefore against any person or entity, and you agree to execute and deliver any and all instruments and papers and to take any and all other actions necessary to secure such rights, including, but not limited to, assignment of the proceeds of any other insurance or warranties to the Manufacturer. You shall do nothing to prejudice such rights of subrogation.
- (f) This Limited Home Warranty provides coverage only in excess of coverage provided by other warranties or insurance, whether collectable or not.
- (g) If a claim is resolved by the payment of cash in lieu of repair or replacement, the payment shall be made to or on behalf of you and any mortgagees (or their successors) (a "Mortgagee"), as your interests may appear. The Manufacturer shall not have any obligation to make payment jointly to the Purchaser and Mortgagee, where the Mortgagee has not notified the Manufacturer in writing of its security interest in the home prior to the payment of the claim. A Mortgagee shall be completely bound by any agreement, conciliation or arbitration accepted by the Purchaser relating to a claim hereunder.
- (h) Written notice of a defect in any item under this warranty must be received by the Manufacturer not later than thirty (30) calendar days after the date on which the warranty on that item expires.

4. **How to Make a Warranty Claim; Dispute Settlement.**

- (a) CAREFULLY READ AND REVIEW this Limited Home Warranty and the Warranty Standards (Section C below) contained herein to determine whether the defect is covered.
- (b) GIVE NOTICE TO YOUR BUILDER. If you have a complaint which you believe is covered by this Limited Home Warranty, you should send a clear and specific notice of the complaint to your Builder.
- (c) GIVE NOTICE TO THE MANUFACTURER; TIME OF NOTICE. If notice to the Builder does not result in satisfaction within a reasonable time, Manufacturer should then be given

written notice of the complaint by certified mail to the attention of the Service Manager, return receipt requested, as follows:

AFFINITY BUILDING SYSTEMS, LLC  
ATTN: Service Manager  
62 Murray Boulevard  
Lakeland, Georgia 31635

**THE MANUFACTURER MUST RECEIVE A WRITTEN NOTICE OF CLAIM WITHIN THIRTY (30) DAYS AFTER THE EXPIRATION OF THE WARRANTY PERIOD, OR THE NOTICE WILL NOT BE HONORED.**

Your notice to the Manufacturer must include:

1. The Builder's name and address;
2. Your name, address, phone number (both home and work), and, if you prefer to receive electronic communications, your e-mail address;
3. A specific description of the defect;
4. The page and section number from this Limited Home Warranty containing the applicable Warranty Standard(s); and
5. A copy of your written notice to the Builder.

- (d) DEFECT INVESTIGATION AND INFORMAL RESOLUTION. Upon receipt of your written notice, the Manufacturer will begin an investigation of your claim. It may be unnecessary to visit your home and view the defect prior to scheduling a repair or replacement or make any offer to reimburse you for the reasonable cost of repair and replacement. Where a claimed defect is filed that cannot be observed or determined under normal conditions, it shall be the Purchaser's responsibility to substantiate the existence of a defect. If the Manufacturer determines that the defect is covered under this Limited Home Warranty, the Manufacturer will schedule the repair or replacement of the defect or make payment for the reasonable cost of repair or replacement and reasonably endeavor to do so within sixty (60) calendar days of your written notice. Certain types of repairs and replacements cannot be undertaken under winter or other inclement or adverse weather conditions, in which case the scheduled repair or replacement may not be completed within the desired sixty day period. If the Manufacturer determines that the defect is not covered, the Manufacturer will inform you of that decision and the reasons therefore in writing within sixty (60) calendar days of your written notice.
- (e) ARBITRATION CLAUSE. All claims and disputes relating to or arising from this Agreement, whether by Affinity, Purchaser or a third party customer of Purchaser or vendor, shall be subject to arbitration in accordance with the then prevailing rules and regulations of the American Arbitration Association, with the arbitrator to be selected by the American Arbitration Association. Written notice of demand for arbitration shall be filed with the other party to this Agreement and/or third party customer or vendor and with the American Arbitration Association within a reasonable time (not to exceed sixty (60) business days) after the dispute has arisen with a hearing to be scheduled and held as soon as reasonably possible thereafter subject to the common law arbitration rules of Lanier County, Georgia. Any decision of the arbitrator shall be final (no appeals) and binding upon all parties involved.
- (f) ACCEPTANCE OF DECISION. If you accept the arbitration decision in those states where arbitration is not binding, you must sign a copy which will be provided for this purpose and return it to the Manufacturer within thirty (30) days of its date. The Manufacturer will then perform as required by the decision, but the Manufacturer will not be responsible for damages caused or made worse by your delay in accepting the decision. If the decision gives the Manufacturer a limited amount of time to perform, the time allowed will be measured from the

date the Manufacturer receives your acceptance of the decision. Sixty (60) days will be the standard time for compliance.

- (g) **RIGHT OF ACCESS.** You must provide the Manufacturer with a reasonable weekday access during normal business hours in order to perform its obligation under this Limited Warranty. Failure by you to provide such access may relieve the Manufacturer of its obligations under this Limited Warranty.

5. **Legal Actions.** This Limited Home Warranty provides a procedure for you to give notice to Manufacturer of potential claims, to have an inspection at no cost to you, and to give the Manufacturer an opportunity to fulfill its obligations hereunder. If you institute legal proceedings against the Manufacturer for any obligation arising or claimed to have arisen under this Limited Home Warranty prior to giving the Manufacturer the proper notices and opportunities to cure provided under this Limited Home Warranty, you agree to indemnify the Manufacturer for all costs and expenses of such litigation, including reasonable attorneys' fees, regardless of whether you have an otherwise legitimate claim under this Limited Warranty. For purposes of this Limited Warranty, litigation shall include arbitration proceedings. No action to enforce this Warranty may be brought after twelve (12) months from the expiration of the warranty term.

6. **General Terms and Conditions Affecting this Limited Warranty.** The following terms and conditions of general applicability will govern the interpretation and operation of this Agreement.

- (a) The Manufacturer hereby assigns to you all manufacturers' warranties on products included in the sales price of your home.
- (b) The Limited Warranty is separate and apart from and cannot be affected by your contract with the Builder. It cannot be altered or amended in any way by any other agreement that you may have.
- (c) All notices required under this Limited Warranty must be in writing and sent by certified mail, postage prepaid, to the Manufacturer, to the attention of the Service Manager.
- (d) Should any provision of this Limited Warranty be determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.
- (e) This Limited Warranty is binding on the Manufacturer and Purchaser and Purchaser's heirs, executors, administrators, successors and assigns.
- (f) This Limited Warranty shall be interpreted and enforced in accordance with the laws of the State of Georgia.
- (g) This Limited Warranty cannot be modified, altered or amended in any way except by a formal written instrument signed by all of the parties hereto.
- (h) If performance by the Manufacturer of any of its obligations under this Limited Warranty is delayed by an event not resulting from its own conduct, such performance will be excused until the delaying effects of the event are remedied. Such events include acts of God or the common enemy, war, riot, civil commotion, sovereign conduct, or acts by persons who are not parties to this Limited Warranty.
- (i) Whenever appropriate, it is intended that the use of one gender in this Limited Warranty includes all genders and the use of the singular includes the plural.

## **Section B: Definitions and Exclusions**

1. **Definitions.** For purposes of this Limited Warranty, the following terms shall have the meanings set forth herein.

- (a) **"Purchaser"** shall include the first consumer purchaser of the home under this Limited Warranty and any and all successors in title, lessees having a leasehold interest in the home of at least 50 years and a mortgagee in possession of the home.
- (b) **"Manufacturer"** shall refer to Affinity Home Builders, LLC, 181 Murray Blvd., Lakeland, Georgia 31635.

- (c) **“Builder”** shall refer to the entity who sold the home to the first purchaser.
- (d) **“Effective Date of Warranty”** shall refer to the date of first occupancy by the Purchaser.
- (e) **“Home”** shall refer to a single family dwelling and/or a two-or-more unit structure which may be conveyed as a single unit pre-manufactured before delivery.
- (f) **“Major Structural Defects”** means only actual physical damage to the following specified load-bearing segments of the home, caused by a failure of such segments which affects their load-bearing functions to the degree that the home becomes unsafe or unlivable:
  1. roof framing members and systems (rafters and trusses);
  2. floor systems (joists);
  3. bearing walls and partitions;
  4. columns;
  5. lintels;
  6. girders;
  7. load-bearing beams.

**NOTE: Foundation systems and footings are excluded because they were not installed by the Manufacturer.**

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

1. non-load-bearing partitions and walls;
  2. wall tile or paper, etc.;
  3. plaster, laths, or drywall;
  4. flooring and sub-flooring material;
  5. brick, stucco, stone or veneer;
  6. any type of exterior siding;
  7. roof shingles, sheathing and tar paper;
  8. heating, cooling, ventilating, plumbing, electrical, and mechanical systems;
  9. appliances, fixtures, or items of equipment;
  10. doors, trim, cabinets, hardware, insulation, paint and stains;
  11. decks, porches and chimneys.
- (g) **“Cooling, Ventilating, and Heating Systems”** refers to all ductwork, refrigerant lines, steam and water pipes, registers, convectors and dampers, most of which are not often included in the Manufacturer’s products.
  - (h) **“Plumbing Systems”** refers to all pipes (supply and waste) and their fittings, including septic tanks and their pipe drain fields, as well as gas supply lines and vent pipes, most of which are not often included in the Manufacturer’s products.
  - (i) **“Electrical Systems”** includes all wiring, electrical boxes and connections, up to the public utility connections.
  - (j) **“Fixtures, Appliances and Items of Equipment, including Attachments and Appurtenances”** refers to water heaters, pumps, refrigerators, compactors, garbage disposals, stoves and ranges, microwaves, dishwashers, washers and dryers, bathtubs, showers, sinks, commodes, faucets and valves, lights and fixtures, switches, outlets, circuit breakers, thermostats, furnaces and oil tanks, humidifiers, oil purifiers, ventilating fans, air conditioning materials, in-house sprinkler systems, and similar items.
  - (k) **“Warrantor”** means the Manufacturer.

## 2. Exclusions.

**All aspects of the home constructed or furnished by your Builder or any claims that arise out of your Builder’s acts or omissions are excluded from this warranty protection and are not the responsibility**

**of the Manufacturer (including foundations and systems, as well as piping, wiring, ductwork, attached and detached garages which were not installed by the Manufacturer).**

**THE FOLLOWING ITEMS ARE NOT COVERED BY THIS LIMITED WARRANTY:**

- (a) Any defect which does not result in actual physical damage or loss.
- (b) All incidental and consequential damages, including but not limited to cost of shelter, transportation, food, moving, storage, or other expenses related to relocation during repairs. Some states do not allow the exclusion or limitation of incidental and consequential damages, so the above exclusion or limitation may not apply to you.
- (c) Glass Breakage after Home/Building is set on foundation
- (d) Personal property damage or bodily injury.
- (e) Loss or damage caused directly or indirectly by insects, birds, vermin, rodents, or wild or domestic animals.
- (f) Any loss or defect which arises when the home is used primarily for nonresidential purposes.
- (g) Loss or damage caused by soil movement, including subsidence, expansion or lateral movement of the soil (excluding flood and earthquake) which is covered by any other insurance or for which compensation is granted by legislation.
- (h) Normal deterioration or normal wear and tear.
- (i) Any deficiencies in or damage caused by material or work supplied by, or any other act or omission of, anyone other than the Manufacturer or its employees, agents or subcontractors. **Your Builder is not an employee, agent, or subcontractor of the Manufacturer.**
- (j) Damages or losses not caused by a defect in construction of the home by the Manufacturer or its employees, agents, or subcontractors, but resulting from accidents, riots, civil commotion, acts of terrorism, nuclear hazards, acts of God or nature, including but not limited to fire explosion, blasting, smoke, water, escape, wind storms, hail, lightning, falling trees, aircraft, vehicles, flood, mud slides, sink holes, faults, crevices, earthquake, including land shock waves or tremors before, during or after a volcanic eruption.
- (k) Loss or damage resulting from the Purchaser's failure to minimize or prevent such loss or damage in a timely manner.
- (l) Loss or damage to or resulting from defects in outbuildings including, but not limited to, detached carports (except outbuildings which contain plumbing, electrical heating, cooling or ventilation systems serving the home—a fence, utility line or similar union shall not cause an outbuilding to be considered attached), site located swimming pools and other recreational facilities; driveways; fences; landscaping (including sodding, seeding, shrubs, trees, and plantings); French drains; off-site improvements; or any other improvements not a part of the home itself.
- (m) Loss or damage to real property which is not part of the home (land is not considered a part of the home) covered by this Limited Home Warranty.
- (n) Loss or damage resulting from, or made worse by, modifications or additions to the home made after commencement of the term of this Limited Home Warranty (other than changes made in order to meet the obligations of the Limited Home Warranty).
- (o) Loss or damage resulting from, or made worse by, moisture, dampness, condensation, mold, or heat build-up caused by failure of the Purchaser to maintain proper ventilation.
- (p) Any defect, damage or loss which is caused or made worse by failure of the Purchaser to notify the Builder or Manufacturer of any defect within a reasonable period of time or later than thirty days after the expiration of the applicable warranty period.
- (q) Any defect, damage or loss which is caused or made worse by failure of anyone other than Manufacturer or its agents, employees, or subcontractors to comply with the

- manufacturer's warranty requirements concerning appliances, fixtures or items of equipment.
- (r) Loss or damage resulting from or aggravated by negligent maintenance or operation of the home and its systems by anyone other than the Manufacturer or its employees, agents or subcontractors.
  - (s) Loss or damage resulting from a condition not resulting in actual physical damage to the home, including un-inhabitability or health risk due to the presence or consequences of unacceptable levels of radon, formaldehyde, mold, carcinogenic substances, or other pollutants and contaminants, or the presence of hazardous or toxic materials.
  - (t) Loss or damage caused directly or indirectly by flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these (whether or not driven by wind), water which backs up from sewers or drains, changes in the water table, 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.
  - (u) Violations of local building codes or ordinances of which the Manufacturer was not advised prior to construction by the Builder or the Purchaser.
  - (v) Damage or defects caused by shipment / transportation and/or installation when such activities are not part of the contract between the Builder and Manufacturer.
  - (w) Any loss or damage resulting from the weight and/or performance of any type of waterbed or any other furnishings excessive in weight for which the home was not designed.
  - (x) Loss or damage resulting from, or made worse by, changes in the grading of the property.
  - (y) Any damage resulting from any defect which is covered by other insurance or for which recovery is granted by legislation.

## **Section C: Warranty Standards**

**1. Purpose of the Standards.** This Section establishes the Warranty Standards for determining whether your home has a defect which is covered by this Limited Home Warranty and the obligation of Manufacturer to correct any defect. Where specific standards and obligations are not set forth, the standard shall be the accepted industry practice for workmanship and materials. The "Residential Construction Performance Guidelines" (5<sup>th</sup> Edition) published by the National Association of Home Builders of the United States will be considered the authoritative source for industry practice to the extent it addresses a particular condition not otherwise addressed herein.

**2. Conditions Applicable.** The applicable Warranty Standards are conditioned upon the fact that all materials and structures connected to the home but not provided by the Manufacturer are constructed in compliance with all local building codes.

**3. Additional Conditions: Purchaser's Responsibility.** The applicability of these Warranty Standards is further conditioned upon the Purchaser's proper maintenance of the home to prevent damage due to neglect, abnormal use or improper maintenance.

**4. Standards.**

<b>POTENTIAL PROBLEMS</b>	<b>COMMENTS</b>	<b>WARRANTY OBLIGATIONS</b>
	<b>(a) Carpentry (Rough-In)</b>	
1. Walls that bulge, bow or are out-of-plumb	All interior and exterior walls have minor differences	Walls bowing more than ¼ inch within 32 inch measurement (floor-to-ceiling or wall-to-wall) will be repaired.
	<b>(b) Insulation</b>	
1. Inadequate Insulation	This Warranty assures that your insulation will meet the applicable energy code requirements and, if the contract between your Builder and Manufacturer provides for additional insulation, then that higher requirement will be met.	Manufacturer will install sufficient insulation to meet the applicable code requirements or a higher requirement if included in the written contract between Builder and Manufacturer.
2. Air Infiltration from Electrical Outlets	Electrical connection boxes are backed by the exterior wall, which may cause air infiltration. This is common in new construction.	None.
<b>POTENTIAL PROBLEMS</b>	<b>COMMENTS</b>	<b>WARRANTY OBLIGATIONS</b>
	<b>(c) Roofing</b>	
1. Roof Leaking	The roof should not leak and no leaks should arise from flashings, except where snow and ice are allowed to build-up. Prevention of snow and ice buildup is the Purchaser's responsibility.	All roof and flashing leaks not caused by snow and ice buildup or other neglect by the Purchaser or by construction activities which are not part of the contract between Builder and Manufacturer will be repaired. Manufacturer is not responsible for color variations.
2. Leaks in Gutters and Downspout Leaders	Gutters and leaders should not leak. However, during heavy rains overflow should be expected. The Purchaser is responsible for keeping the gutters and leaders open and free from debris.	Gutters and leaders are provided by the Builder and not by Manufacturer.
3. Water Stays in Gutters		



	Purchaser is responsible for keeping gutters and leaders open and free from debris.	Gutters and leaders are provided by the Builder and not by Manufacturer.
4. Insufficient Attic or Roof Ventilation	The applicable building codes will control.	Corrections will be made to meet the applicable code requirements.
	<b>(d) Siding and Caulking (If Installed by Manufacturer)</b>	
1. Faulty Workmanship Trim	Separation between siding, masonry and trim should not exceed 3/8 inch. Siding, trim and masonry should be capable of excluding the elements.	Repair by caulking or other methods.
2. Leakage of Elements Through Attic Louvers, Vents and Ridge or Soffit Vents	Even if vents are installed according to building codes, driving snow or rain may enter. This is not a defect.	Corrections will be made to meet the applicable code requirements.
3. Wall Leaks Due to Caulking Shrinkage	All caulking shrinks and replacement is Purchaser's maintenance item.	All junctions and separations of wall surfaces will be re-caulked once to prevent water leakage.
4. Delamination of Siding	Purchaser must provide proper maintenance.	Delamination or joint separations will be repaired and new areas only will be repainted. Manufacturer is not responsible for color variations.
<b>POTENTIAL PROBLEMS</b>	<b>COMMENTS</b>	<b>WARRANTY OBLIGATIONS</b>
5. Paint or Stain Peels or Fades	Some fading is normal and is caused by weathering and the effects of ultraviolet radiation in sunlight. Varnish or lacquer on exterior wood, composite or cementitious siding will deteriorate quickly and is not covered by this Limited Warranty. Mildew and fungus on siding are caused by climatic conditions or nearby bodies of water and are not covered by this Limited Warranty.	Defective areas will be corrected and if the deterioration affects 75% of a wall, the entire area will be refinished, matching color as closely as possible.
	<b>(e) Chimneys and Fireplace (If Installed by Manufacturer)</b>	
1. Not Enough Draw or Down Draft	Trees too close to the chimney or high winds can cause down drafts. Some homes are extremely air-tight and a window may have to be opened	If the problem is caused by improper construction or design, it will be corrected.

	in order to maintain an effective draft.	
2. Chimney Separated from Home	Some minor separation is normal and should be expected within certain tolerances.	Separation in excess of ½ inch in any 10 foot measurement will be corrected by caulking or other measures.
3. Cracking of Firebrick	It is expected that heat will cause cracking.	None.
4. Fireplace Masonry Veneer Cracking	Some cracking is common and should be expected within certain tolerances.	Cracks in masonry veneer greater than ¼ inch in width will be repaired by pointing or patching.
5. Creosote or Resin Buildup or Creosote Seepage Through Chimney	Creosote seepage is caused by the buildup of creosote in the chimney flue which is the direct result of the materials and manner in which the fireplace or stove is utilized. Burning of non-seasoned wood or improper operation will greatly enhance this situation. Chimney flues should be cleaned regularly.	If installed by Manufacturer, Manufacturer is only responsible to construct the chimney to meet the code requirements and is not responsible for any defects caused by anything other than a code violation in construction.
<b>POTENTIAL PROBLEMS</b>	<b>COMMENTS</b>	<b>WARRANTY OBLIGATIONS</b>
	<b>(f) Windows and Doors</b> (If Installed by Manufacturer)	
1. Warping of Doors	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 inch measured corner to corner diagonally.	Defective doors will be repaired or replaced and the finish matched as closely as possible.
2. Shrinkage of Door Panels	Expansion and contraction is normal and may cause unfinished surfaces to appear.	None.
3. Door Panel Splits	Some splitting is normal and should be expected within certain tolerances.	If the split allows the entrance of light, it will be repaired, matching the finish as closely as possible.
4. Glass Breakage	This is not covered by this Limited Warranty. You should	None.

	inspect your property and bring any glass breakage to the attention of your Builder prior to occupancy.	
5. Garage Door Malfunctions	Maintenance is Purchaser's responsibility.	Garage doors are provided by the Builder and not by Manufacturer.
6. Rain or Snow Enters Through Garage Door	Some entrance of the elements should be expected.	Garage doors are provided by the Builder and not by Manufacturer.
7. Windows Do Not Operate	Reasonable pressure should open and close windows.	Repair as required.
8. Condensation and Frost	Condensation and frost on windows are caused by climatic conditions and living habits of Purchaser and are not covered by this Limited Warranty.	None.
9. Drafts Around Windows and Doors	Some draft is normal and can be corrected with storm windows.	Defective weather-stripping and badly fitted doors and windows will be repaired, adjusted or replaced.
<b>POTENTIAL PROBLEMS</b>	<b>COMMENTS</b>	<b>WARRANTY OBLIGATIONS</b>
	<b>(g) Interior Walls and Trim</b> (If Installed by Manufacturer)	
1. Faulty Workmanship Trim	Some separations in moldings between moldings and adjacent surfaces (including casing, base, etc.) are normal and should be expected within certain tolerances.	Separation in excess of ¼ inch will be required by caulking or other methods.
2. Wall or Ceiling Cracks	Hairline cracks and seam or tape cracks, along with other slight imperfections are normal and should be expected within certain tolerances.	Cracks exceeding 1/8 inch in width will be repaired once. Only the affected area will be repainted unless the majority of a wall is affected. Color will be matched as closely as possible.
3. Drywall Nail or Screw "Pops"	Nail and screw "pops" are common and are due to contraction and expansion of lumber products. They are beyond Manufacturer's control and are not covered by this Limited Warranty. Heating should be gradually introduced into the home in order to minimize "pops."	None.

4. Cracking of Ceramic Tile or Grout	Cracked tile or tiles that have fallen off during transportation as well as cracked grout joints are a common occurrence caused by transportation and handling and are not a warranty item.	Manufacturer is not responsible for discontinued patterns or colors or for variations in colors.
5. Sealing of Ceramic Tile Grout	Sealing of grout for factory installed tile must be done after the grout has cured for at least 30 days. This is not covered by this Limited Warranty and must be done on site by the builder or purchaser.	Manufacturer is not responsible for damage caused because of tile grout not being sealed.
	<b>(h) Flooring &amp; Floor Covering</b> (If Installed by Manufacturer)	
1. Uneven Joints in Wooden Floors or Floor Boards	Squeaks and loose sub-flooring are usually passing conditions caused by lumber shrinkage or temperature changes and are not covered by this Limited Warranty unless caused by a defective joist in the floor system.	Uneven joints resulting in ridges or indentions exceeding ¼ inch within a 32 inch area (measuring perpendicular to the ridge or indentation) will be repaired.
<b>POTENTIAL PROBLEMS</b>	<b>COMMENTS</b>	<b>WARRANTY OBLIGATIONS</b>
2. Separation Between Finished Floor Boards	Some separation is normal and should be expected within certain tolerances.	Separations exceeding ¼ inch in width will be repaired by filling or repairing at Manufacturer's option.
3. Fasteners Popping Through Resilient Flooring	Only fasteners which have broken through the floor covering will be repaired.	The fastener pops will be repaired and the covering repaired or replaced in the area damaged. Manufacturer is not responsible for discontinued patterns or colors or for variations in color.
4. Sub-floor Imperfections Causing Ridges	Minor ridges or indentations are common and should be expected within certain tolerances.	Ridges or indentations in excess of 1/8 inch (measured with a straight edge perpendicularly over the ridge and the deflections measured no more than 3 inches from the ridge) will be repaired and affected floor covering will be repaired or replaced. Manufacturer is not responsible for discontinued patterns or colors or for variations in color.

5. Floor Covering Becomes Loose or Bubbles	* * *	The affected area will be repaired or replaced. Manufacturer is not responsible for discontinued patterns or colors or for variations in colors.
6. Gaps in Seams of Resilient Coverings	Minor gaps are common and should be expected within certain tolerances. When Purchaser installs flooring and covering, sub-floor preparation is Purchaser's responsibility. If sub-floor repairs are to be made when the Purchaser installed floor covering, the removal and replacement of the floor covering is Purchaser's responsibility.	Gaps in excess of 1/8 inch will be repaired or replaced at the affected area. Manufacturer is not responsible for discontinued patterns or colors or for variations in color.
	<b>(i) Cabinets and Countertops</b> (If Installed by Manufacturer)	
1. Vanity or Kitchen Countertops and Cabinet - Chips, Crack, scratches or Delaminations	Purchaser should inspect these items upon arrival of the home to the job site. Cosmetic damage must be reported to the factory within 30 days of delivery to be considered for repair or no charge replacement.	Only items reported within 30 days of home delivery will be corrected.
2. Granite, Quartz or Marble Countertops	Some material is more porous than others. It might be necessary to apply a sealer on your top to prevent stains. This is a home maintenance item and is not covered by this Limited Warranty	<b>None</b>
<b>POTENTIAL PROBLEMS</b>	<b>COMMENTS</b>	<b>WARRANTY OBLIGATIONS</b>
2. Cabinet Doors or Drawers Warp	Minor warping is common and should be expected within certain tolerances.	Warping in excess of ¼ inch from the face of the cabinet will be repaired or the doors or drawers replaced.
3. Cabinet Separates From Wall or Ceiling	Some separation is common and should be expected within certain tolerances.	Separation in excess of ¼ inch will be repaired or the cabinet replaced.
	<b>(j) Cooling and Heating</b> (If Installed by Manufacturer)	
1. Insufficient Cooling	Where applicable, the cooling systems should be able to maintain a temperature of 78 degrees (measured 5 feet above	The system will be repaired so that it will perform as described.

	the center of the floor) under local outdoor ASHRAE specifications. In the case of excessive outdoor temperature, a 15 degree difference is acceptable. Purchaser is responsible for minor adjustments such as balancing dampers and registers. All rooms will vary in temperature by 3 or 4 degrees. This is acceptable.	
2. Insufficient Heating	The heating system should be able to maintain a temperature of 72 degrees (measured 5 feet above the center of the floor) under local outdoor ASHRAE specifications. Purchaser is responsible for minor adjustments such as balancing dampers and registers. On extremely cold days, a 5 to 6 degree difference between the actual inside temperature and the thermostat setting is acceptable. All rooms will vary by 3 to 4 degrees. This is acceptable.	The system will be repaired so that it will perform as described.
<b>POTENTIAL PROBLEMS</b>	<b>COMMENTS</b>	<b>WARRANTY OBLIGATIONS</b>
	<b>(k) Plumbing</b> (If Installed by Manufacturer)	
1. Pipes Freeze or Burst	Purchaser is responsible for maintaining suitable temperatures in the home to prevent pipes from freezing. Proper winterization, including draining pipe lines and lines supplying outside faucets, is a homeowner maintenance item.	If the defect is caused by defective workmanship or materials it will be corrected.
2. Plumbing Fixtures, Appliances, and Trim Fittings Leak or Malfunction	* * *	Leaks or malfunctions in faucets, valves, appliance and trim fittings caused by defects in materials or workmanship will be corrected.
3. Pipes Noisy	Expansion and contraction caused by water flow will cause	Loud, hammering noises in pipes will be corrected.

	some noise which is to be expected.	
4. Cracks or Chips in Porcelain or Fiberglass	Purchaser should inspect these items upon arrival of the home to the job site. Cosmetic damage must be reported to the factory within 30 days of delivery to be considered for repair or no charge replacement.	Only items reported within 30 days of home delivery will be corrected.
	<b>(I) Electrical</b> (If Installed by Manufacturer)	
1. Outlets, Switches or Fixtures Fail	* * *	Defective outlets, switches and fixtures will be repaired or replaced.
2. Consistently Blown Fuses or Circuit Breakers Kicking Off	Manufacturer will not be responsible if caused by overloads in the system.	Defects caused by non-compliance with applicable building and electrical codes will be corrected.