

Builders Limited Warranty

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ONE YEAR NEW HOME LIMITED WARRANTY

Welcome to your new home. The following is the first year limited warranty coverage of your new home. Other warranties on appliances, systems and the structure may apply for longer periods and are covered separately from this guide.

PLEASE READ THIS LIMITED WARRANTY IN ITS ENTIRETY TO UNDERSTAND THE PROTECTION IT PROVIDES YOU, THE EXCLUSIONS THAT APPLY, AND INFORMAL DISPUTE RESOLUTION PROCEDURES, SUCH AS ARBITRATION

I. Homeowner Responsibilities

Your new home requires an active maintenance effort on your part to reduce the likelihood of problems and damage. For example, application of caulking in the event of cracks in ceramic tile grout will prevent moisture damage to the underlying materials. You or your association must maintain the grade away from the foundation to drain water away from your home. Improper mulching and landscaping against the foundation may cause dampness which is ineligible for a claim under this warranty program.

In addition, Builder cannot address Homeowner concerns which are not brought to Builder's attention. Except for cases of true emergencies threatening life or structural integrity of the building, Homeowners shall send written notification of the warranty claim to Builder within the one-year Limited Warranty period. Failure to provide written notice within the one-year Limited Warranty period will act as a waiver of Homeowner's warranty claim.

Claims for structural issues are warranted for a two-year period, in accordance with Pennsylvania law.

Homeowner and Builder's representative shall conduct a pre-settlement walkthrough of the home. Blemishes, scratches, missing hardware and incomplete items must be listed at that time for Builder to be responsible to supply or complete the noted work. Builder may deny requests for service for items which could have been discovered at the pre-settlement walkthrough.

II. Definitions

- a. Appliances, Fixtures and Equipment: The term "Appliances, Fixtures and Equipment" (including their fittings, attachments, controls, and appurtenances) shall include, but not be limited to the following, if included in the purchase price:

Furnaces, boilers, heating fuel tanks, and fitting, humidifiers, air purifiers, air handling equipment, ventilating fans, air conditioning equipment, water heaters, pumps, stoves, refrigerators, garbage disposals, compactors, dishwashers, automatic door openers, washers and dryers, bathtubs, sinks, toilets, faucets and fittings, lighting fixtures, and circuit breakers.

- b. Systems: The term “Systems” (exclusive of appliances, fixtures and equipment, as specified above) means the following:
1. Plumbing Systems – gas supply lines and fittings, and water supply, waste and vent pipes and their fitting; water, gas, and sewer service piping, and their extensions to the tie-in of a public utility connection.
 2. Electrical systems – all wiring, electrical boxes, switches, outlets and connections up to the public utility connection.
 3. Heating, Ventilation, Cooling, Air Handling, and Mechanical Systems, all duct work, and refrigerant lines, registers, convectors, radiation elements and dampers.
- c. Builder: The term “Builder” means _____
- d. Home: The term “Home” refers to the residential structure purchased by Homeowner from Builder on the date of the settlement.
- e. Homeowner: means the person(s) who hold(s) title to the Home including any subsequent Homeowner of the Home. In any case, the Limited Warranty time period shall not exceed one year from the date of original transfer from Builder to the initial Homeowner.

III. Coverage during the First Year

Your home is warranted against the following as more specifically described in the following pages:

- Faulty workmanship and materials as described further in this manual.
- Defects in wiring, piping, and ductwork in electrical, plumbing, heating, cooling, ventilation and mechanical systems: and,
- Major structural defects.

Note: New homes, no matter how carefully constructed, go through a period of normal settlement and shrinkage. During this period cracks, wood shrinkage and warping and other minor matters may occur, much of which is unavoidable. Builder will not be responsible for these minor defects except where tolerances, as specifically described further in this manual, are exceeded.

Magnuson-Moss Warranty Act: Builder hereby assigns to Homeowner all assignable rights under any and all manufacturers’ warranties on appliances or pieces of equipment in the residence which is a “consumer product” for purposes of the Magnuson-Moss Warranty Act (15 U.S.C. § 2301-2312) (“Equipment”), installed by Builder in the residence including, but not limited to, manufacturer’s warranties on the following, if applicable, range, refrigerator, space heater, washing machine, clothes dryer, dishwasher, garbage disposal, ventilating fan, air conditioner, security and intercom equipment, dehumidifier, humidifier, air cleaner, trash compactor, water heater and whirlpool equipment.

No Other Warranties, Expressed or Implied/Limitation of Liability

THE LIMITED WARRANTY DEFINED HEREIN IS IN LIEU OF ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF HABITABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, IT BEING THE INTENT OF THIS AGREEMENT TO REDUCE ALL WARRANTY TERMS TO WRITING.

THE MAXIMUM LIABILITY OF BUILDER UNDER THE WARRANTIES CONTAINED HEREIN SHALL BE THE REPLACEMENT COST OF THE DEFECTIVE PORTION OF THE RESIDENCE. IN NO EVENT SHALL BUILDER BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR DELAY OR LOST PROFITS OR PERSONAL INJURIES ARISING FROM ANY BREACH OF THE WARRANTIES CONTAINED IN THIS PARAGRAPH.

TOPIC: Concrete

Concrete Expansion and Contraction Joints

Observation:	Separation or movement of concrete slabs within the structure at control joints.
Performance Standard:	Concrete Slabs within the structure are designed to move at control joints.
Responsibility:	None

Cast in Place Concrete

Observation:	Cracking of concrete slab.
Performance Standard:	Minor cracks in concrete slabs floor are normal. Cracks exceeding ¼ inch in width or ¼ inch in vertical displacement shall be repaired.

Responsibility:	Builder will repair cracks exceeding maximum tolerances by surface patching or other methods as required.
Observation:	Cracking of slab in attached garage.
Performance Standard:	Cracks in garage slabs in excess of ¼ inch in width or ¼ inch in vertical displacement shall be repaired.
Responsibility:	Builder will repair cracks exceeding maximum tolerances by surface patching or other methods as required. Color may vary from original.
Observation:	Uneven concrete floor/slabs.
Performance Standard:	Where a floor has been designed for habitability, it shall not have pits, depressions or areas of unevenness exceeding ¼ inch in 32 inches.
Responsibility:	Builder will correct or repair to meet the Performances Standard. Color may vary from original.
Observation:	Cracks in concrete slab-on-grade floors with finish flooring.
Performance Standard:	Cracks which rupture the finish flooring material shall be repaired only in areas finished by Builder.
Responsibility:	Builder will repair cracks, as necessary, so as not to be readily apparent when the finish flooring material is in place. (See also “Finishes”).
Observation:	Pitting, scaling, or spalling of concrete work covered by Warranty.
Performance Standard:	Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions of weathering and use.
Responsibility:	Builder will take corrective action necessary to repair or replace defective concrete surfaces. Builder is not responsible for deterioration caused by salt, chemicals, mechanical implements and other factors beyond Builder’s control. Repaired areas may differ in color from the original.

Observation: Settling, heaving, or separating of landings, steps, or garage floors.

Performance Standard: Landings, steps, or garage floors shall not settle, heave, or separate excess of 1 inch from the house structure.

Responsibility: Builder will take whatever corrective action is required to meet the Performance Standard.

Observation: Standing water on landing.

Performance Standard: Water should drain from outdoor landings or porches.

Responsibility: Builder shall take corrective action to assure drainage of porches and a landing when ponding exists in excess of ½” depth after 48 hours has elapsed following a rainfall.

TOPIC: Masonry

Observation: Cracks in masonry walls or veneer. Not including masonry on party walls.

Performance Standard: Small hairline cracks due to shrinkage are common in mortar joints in masonry construction. Cracks greater than 3/8 inch in width are considered excessive.

Responsibility: Builder will repair cracks in excess of Performance Standard by pointing, patching or caulking. These repairs shall be made during the first year Warranty period. Builder will not be responsible for color variation between old and new mortar.

TOPIC: Wood Coverage

Rough Carpentry

Observation:	Floors squeak and sub-floor appears loose.
Performance Standard:	Floor squeaks and loose sub-floors are often temporary conditions common to new home construction. A squeak-proof floor cannot be guaranteed.
Responsibility:	Builder will correct the problem only if caused by an underlying construction defect. Repair shall be by headless nail through carpet in carpeted areas.
Observation:	Uneven wood floors.
Performance Standard:	Floors shall not have more the ¼ inch ridge or depression within any 32 inch measurement when parallel to the joists. Allowable floor and ceiling joists deflection are governed by the local building code.
Responsibility:	Builder will correct or repair to meet Performance Standard.
Observation:	Bowed walls.
Performance Standard:	Interior and exterior walls may have slight variances on their finished surfaces. Bowing of walls should not detract from or blemish the wall's finished surface. Walls should not bow more than ¼ inch out of line within any 32 inch horizontal measurement.
Responsibility:	Builder will repair to meet Performance Standard.
Observation:	Out-of-plumb walls.
Performance Standard:	Wall should not be more than ¼ inch out of plumb for any 32 inch vertical measurement.
Responsibility:	Builder will repair to meet the Performance Standard.

Rough Finish Carpentry (Interior)

- Observation: Poor quality of interior trim workmanship
- Performance Standard: Joints in moldings or joint between moldings and adjacent surface shall not result in open joints exceeding 1/8 inch in width.
- Responsibility: Builder will repair defective joints, including caulking.
- Observation: Surface deficiencies in finished woodwork.
- Performance Standard: Builder will correct readily apparent splits, cracks, hammer marks and exposed nail heads, only if documented prior to occupancy.
- Responsibility: Homeowner is responsible for establishing a pre-closing walk through inspection list.

Finished carpentry (Exterior)

- Observation: Poor quality of exterior trim workmanship.
- Performance Standard: Joints between exterior trim elements, including siding and masonry, shall not result in open joint in excess of 3/8 inch. In all cases the exterior trim, masonry, and siding shall be capable of performing their functions to exclude the elements.
- Responsibility: Builder will repair open joint as defined. Caulking is an acceptable repair method.

TOPIC: Moisture Protection

Damp-proofing

- Observation: Dampness in home.
- Performance Standard: Dampness may occur in new construction and is not considered a deficiency. Standing water on a floor constitutes a deficiency. Leaks caused by improper landscaping installed by Homeowner or Association, or failure of Homeowner or Association to maintain proper grades are not covered by the Warranty.

Insulation

Observation: Insufficient insulation

Performance Standard: Insulation shall be installed in accordance with applicable energy and building code requirements.

Responsibility: Builder will install insulation, during the first year Warranty period, in sufficient amounts to meet Performance Standard.

Louvers and Vents

Observation: Leaks due to snow or rain driven into the attic through louvers or vents.

Performance Standard: Attic vents and/or louvers must be provided in order to properly ventilate your house.

Responsibility: None.

Roofing and Siding

Observation: Ice build-up on roof

Performance Standard: During prolonged cold spells, ice build-up is likely to occur at the eaves of a roof. This condition occurs when snow and ice accumulate and gutters and downspouts freeze.

Responsibility: Prevention of ice build-up on the roof and in the gutters is a Homeowner or Association maintenance item.

Observation: Roof or flashing leaks.

Performance Standard: Roofs or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from windstorm, ice build-up or Homeowner or Association actions or negligence. Builder has supplied a warranty from the roofing contractor who is directly responsible for all repairs.

Responsibility: Roofing contractor will take corrective action in accordance with Performance Standards, during the roofing Warranty period.

Observation: Delamination of veneer siding or joint separation.

Performance Standard: All siding shall be installed according to the manufacturer's specifications and industries accepted standard.

Responsibility: Builder will repair or replace siding as needed during the first year Warranty period, unless damage is caused by windstorm or Homeowner's failure to maintain siding properly. Repaired area may not match in color due to aging or production lot variation.

Sheet Metal

Observation: Gutters and/or downspout leaks

Performance Standard: Gutters and downspouts shall not leak. Gutter may overflow during heavy rain.

Responsibility: Builder will repair leaks. It is Homeowner's responsibility to keep gutters and downspouts free of leaves and debris that could contribute to overflow.

Observation: Water standing in gutters.

Performance Standard: When gutter is unobstructed by debris, the water level after end of rainfall shall not exceed one (1) inch in depth. Industry practice is to install gutters approximately level. Consequently, a small amount of water may stand in certain sections of gutter immediately after rain.

Responsibility: Builder will correct to meet Performance Standard.

Sealants

Observation:	Leaks in exterior walls due to inadequate caulking
Performance Standard:	Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to exclude the entry of water.
Responsibility:	Builder will repair and/or caulk joints or cracks in exterior wall surfaces to correct deficiencies one time, during the first year Warranty period. Even properly installed caulking will shrink and must be maintained by the Homeowner during the life of the home.

TOPIC: Doors and Windows

Wood and Composite Doors

Observation:	Warping of exterior doors.
Performance Standard:	Exterior doors will warp to some degree due to temperature differential between inside and outside surfaces. However, they shall not warp to the extent that they become inoperable or cease to be weather resistant or exceed National Woodwork Manufacturer's Association Standards (1/4 inch, measured diagonally from corner to corner).
Responsibility:	Builder will correct or replace and refinish defective doors during the first year Limited Warranty period.
Observation:	Warping of interior passage and closet doors.
Performance Standard:	Interior doors (full openings) shall not warp in excess of National Woodwork Manufacturer's Association Standards (1/4 inch measured diagonally from corner to corner).
Responsibility:	Builder will correct or replace and refinish defective doors to match existing doors as nearly as possible, during the Limited Warranty period.

Glass

Observation:	Broken glass
Performance Standard:	None.
Responsibility:	Broken glass not reported to the Builder prior to closing is the Homeowner's responsibility.

Garage Doors

Observation:	Garage doors fail to operate properly, under normal use.
Performance Standard:	Garage doors shall operate properly.
Responsibility:	Builder will correct or adjust garage doors as required, except where the cause is determined to result from Homeowner actions or negligence.
Observation:	Garage doors allow entrance of snow and water.
Performance Standard:	Garage doors shall be installed as recommended by the manufacturer. Some entrance of elements can be expected under unusual weather conditions.
Responsibility:	Builder will adjust or correct garage doors to meet manufacturer's recommendations.

Wood, Composite, and Metal Windows

Observation:	Malfunction of windows
Performance Standard:	Windows shall operate with reasonable ease, as designed.
Responsibility:	Builder will correct or repair as required.
Observation:	Condensation and/or frost on windows
Performance Standard:	Windows will collect condensation on interior surfaces when extreme temperature difference and high humidity levels are present. Condensation is usually the result of climatic/humidity conditions within the home.
Responsibility:	Unless directly attributed to the faulty installation, window condensation is the result of conditions beyond the Builder's control. No corrective action is required.

Weather-Stripping and Seals

Observation:	Air infiltration around doors and windows
Performance Standard:	Relative to the quality and type of windows, some drafts are normal around windows, especially during high winds. It may be necessary for the Homeowner to have storm windows installed to provide a satisfactory solution in high wind areas. All caulking materials expand and contract due to temperature variation and dissimilar materials. Maintenance of weather stripping is Homeowner 's responsibility.
Responsibility:	Builder will adjust or correct poorly tilted doors, windows, or poorly fitted weather-stripping.

TOPIC: Finishes

Gypsum Wallboard (Drywall)

Observation:	Cracks in interior wall and ceiling surfaces.
Performance Standard:	Hairline cracks are not unusual in interior wall and ceiling surfaces. Cracks greater than 1/8 inch in width shall be repaired.
Responsibility:	Builder will repair cracks exceeding 1/8 inch in width as required. Builder will not do touch-up painting on wall repairs.
Observation:	Defects which appear during one-year Limited Warranty such as nail pops, blisters in tape, or other blemishes.
Performance Standard:	Slight "imperfections" such as nail pops, seam lines and cracks not exceeding 1/8 inch in width are common gypsum wallboard installations and considered acceptable.
Responsibility:	As a courtesy, Builder will repair one time only, during the first year Limited Warranty period, nail pops, and drywall cracks. Builder will not be responsible for wall coverings other than Builder's standard paint color.

Observation: Lumps, ridges and nail pops in wallboard which appear after Homeowner has wall covering installed.

Performance Standard: No action required.

Responsibility: Owner should insure that surface to be covered is suitable for installation of wall covering.

Ceramic Tile

Observation: Ceramic tile cracks or becomes loose.

Performance Standard: Ceramic tile shall not crack or become loose.

Responsibility: Builder will replace cracked tiles and re-secure loose tiles unless these defects were caused by the Homeowner's action or negligence. Builder will not be responsible for discontinued patterns or color variations in ceramic tile.

Observation: Cracks appear in grouting or ceramic tile joints or at junctions with other material such as a bathtub.

Performance Standard: Cracks in grouting of ceramic tile joints are commonly due to normal shrinkage conditions

Responsibility: Builder will repair grouting, if necessary, one time only during the one-year Limited Warranty period. Caulking shall be considered an acceptable remedy at floor/baseboard junction or junctions with other material or fixtures. Builder will not be responsible for color variations or discontinued colored grout. Re-grouting or caulking of these cracks is a maintenance responsibility of the Homeowner over the life of the house.

Finished Wood Flooring

Observation: Cracks developing between floor boards.

Performance Standard: Cracks in excess of 1/8 inch in width shall be corrected.

Responsibility: Builder will repair cracks in excess of 1/8 inch within the one-year Warranty period, by filling or replacing, at Builder's option.

Resilient Flooring

Observation:	Nail pops appear on the surface of resilient flooring.
Performance Standard:	Readily apparent nail pops shall be repaired.
Responsibility:	Builder will correct nail pops which have broken the surface. Builder will repair or replace at Builder's option, resilient floor covering in the affected area with similar material. Builder will not be responsible for discontinued patterns or color variations in the floor covering.
Observation:	Depression or ridges appear in the resilient flooring due to sub-floor irregularities.
Performance Standard:	Readily apparent depressions or ridges exceeding 1/8 inch shall be repaired. The ridge or depressions measurement is taken as the gap created at the end of a six-inch straight edge placed over the depression or ridge with three inches of the straight edge on one side of the defect, held tightly to the floor.
Responsibility:	Builder will take corrective actions as necessary, to bring the defect within acceptable tolerance so that the affected area is not readily visible. Builder will not be responsible for discontinued patterns or color variations in floor covering.
Observation:	Resilient flooring adhesion failure
Performance Standard:	Resilient flooring shall not lift, bubble or become unglued.
Responsibility:	Builder will repair or replace, at Builder's option, the affected resilient flooring as required. Builder will not be responsible for discontinued patterns or color variation of floor covering, or for problems caused by Homeowner neglect or abuse.
Observation:	Seams or shrinkage gaps show at resilient flooring joints.
Performance Standard:	Gaps shall not exceed 1/16 inch in width in resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch is permissible.
Responsibility:	Builder will repair or replace, at Builder's option, the affected resilient flooring as required. Builder will not be responsible for discontinued patterns or color variation of

floor covering, or for problems caused by Homeowner neglect or abuse.

Painting

Observation:	Exterior paint or stain peels, deteriorates or fades.
Performance Standard:	Exterior paints or stains should not fail during the one-year Limited Warranty period. However, fading is normal and the degree is dependent on climatic conditions.
Responsibility:	If paint or stain is defective, Builder will properly prepare and refinish affected areas, matching color as closely as possible.
Observation:	Painting required as repair necessitated by replacement of materials.
Performance Standard:	Replacement materials required under this Limited Warranty shall be finished to match surrounding areas as closely as practicable.
Responsibility:	Builder will finish replacement materials as indicated.
Observation:	Deterioration of polyurethane, varnish or lacquer finishes.
Performance Standard:	Natural finished on interior woodwork shall not deteriorate during the first year of ownership.
Responsibility:	Builder will retouch affected areas of natural finish interior woodwork, matching the color as closely as practicable.
Observation:	Mildew or fungus on painted surfaces.
Performance Standard:	Mildew or fungus will form on painted surfaces if the structure is subject to abnormal exposures (i.e., rainfall, pond, lake, or river front) or extended shaded conditions (i.e., heavily wooded settings).
Responsibility:	Mildew or fungus formation is a condition Builder cannot control and is a Homeowner maintenance item, unless it is a result of non-compliance with other sections of the Performance Standard.

Carpeting

Observation:	Open carpet seams.
Performance Standard:	Carpet seams will show (especially in Berber carpet).
Responsibility:	Builder will correct to meet Industry Performance Standard.
Observation:	Carpeting becomes loose, seams separate or stretching occurs.
Performance Standard:	Wall to wall carpeting, installed as the primary floor covering, when stretched and secured properly shall not come up, become loose, or separate from its point of attachment.
Responsibility:	Builder will re-stretch or re-secure carpeting as needed, if original installation was performed by Builder.
Observation:	Spots on carpet, minor fading
Performance Standard:	Exposure to light may cause spots on carpet and/or minor fading
Responsibility:	None.

TOPIC: Stucco

Observation:	Cracks in exterior wall surfaces (except on party walls).
Performance Standard:	Cracks are not unusual in exterior stucco wall surfaces. Cracks greater than 1/8 inch in width shall be repaired.
Responsibility:	Builder will repair cracks exceeding 1/8 inch in width, one time only, during the first year Warranty period.

TOPIC: Specialties

Fireplace

Observation:	Fireplace or chimney does not draw properly.
Performance Standard:	High winds can cause temporary negative drafts. Similar negative draft situations can also be caused by obstructions. Some homes may need to have a window opened slightly to create an effective draft, if the home has been insulated and weatherproofed to meet high energy conservation criteria.

Responsibility: Builder will determine the cause of malfunction and correct, if the problem is one of design or construction of the fireplace.

Observation: Chimney separation from structure to which it is attached.

Performance Standard: Newly built fireplaces will often incur slight amounts of separation. This will not exceed ½ inch from the main structure in any 10 foot vertical measurement.

Responsibility: Builder will determine the cause of separation and correct if standard is not met. Caulking is acceptable.

Observation: Fire box finish changed by fire.

Performance Standard: None.

Responsibility: None. Heat from fires will alter finish.

Observation: Cracking firebrick and mortar joints.

Performance Standard: None.

Responsibility: None. Heat and flames from “roaring” fires will cause cracking.

Observation: Water infiltration into firebox from flue.

Performance Standard: A certain amount of rainwater can be expected under certain conditions.

Responsibility: No action required.

TOPIC: Cabinets and Countertops

Countertops

Observation: Surface cracks, joint delamination and chips in high pressure laminate on vanity and kitchen cabinet countertops.

Performance Standard: Countertops fabricated with high pressure laminate shall not delaminate.

Responsibility: Builder will replace delaminate coverings to meet specified criteria. Builder will not be responsible for chips and cracks unless noted during the pre-settlement walk through.

Cabinets

Observation: Kitchen cabinet malfunctions.

Performance Standard: Warpage not to exceed 3/8 inch as measured from face frame to point of furthest warpage with door or draw front in closed position.

Responsibility: Builder will correct or replace doors or drawer fronts to meet Performance Standard.

Observation: Gaps between cabinets, ceiling or walls.

Performance Standard: Acceptable tolerance is 1/4 inch in width.

Responsibility: Builder will correct to meet Performance Standard

TOPIC: Mechanical

Water Supply System

Observation: Plumbing pipes freeze or burst.

Performance Standard: Drain, waste, vent, and water pipes shall be adequately protected, as required by applicable code, during normally anticipated cold weather and as defined in accordance with ASHRAE design temperatures, To prevent freezing.

Responsibility: Builder will correct situations not meeting the code. It is the Homeowner's responsibility to drain or otherwise protect the lines and exterior faucets exposed to freezing temperatures.

Plumbing Fixtures

Observation:	Faucet or valve leak.
Performance Standard:	No valve or faucet shall leak due to defects in material or workmanship.
Responsibility:	Builder will repair or replace the leaking faucet or valve.
Observation:	Defective plumbing fixtures, appliances or trim fittings.
Performance Standard:	Fixtures, appliances or fittings shall comply with manufacturer's standards.
Responsibility:	Builder will replace any defective fixture or fitting in which does not meet acceptable standards, as defined by the manufacturer.
Observation:	Noisy water pipes.
Performance Standard:	Expansion and contraction caused by water flow will cause some noise, which is to be expected. Pipe noises are more pronounced with plastic piping.
Responsibility:	Builder will correct only excessive pipe noises caused "water hammer."

Plumbing

Observation:	Cracking or chipping or porcelain or fiberglass surfaces.
Performance Standard:	Chips and cracks on surfaces of bathtubs and kitchen sinks can occur when surface is hit with sharp or heavy objects.
Responsibility:	Builder will not be responsible for repairs unless damage has been reported to Builder prior to closing.

Heating

Observation: Inadequate heating.

Performance Standard: Heating system shall be capable of producing an inside temperature of 70 degrees F as measured in the center of each room at a height of 5 feet above the floor, under local outdoor winter design conditions, as specified in ASHRAE handbook. In extremely cold conditions, a 6 degree difference between actual indoor and thermostat setting is acceptable. All rooms may vary in temperature by as much as 7 degrees. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted.

Responsibility: Builder will correct heating system to provide the required temperatures. However, Homeowner shall be responsible for balancing dampers, registers and other adjustments. Orientation of Home, location of rooms and location of vents will also provide a temperature differential. There may be periods when outdoor temperature falls below design temperature in the Home. Certain aspects of the Home including, but not limited to, expansive stairways, open foyers, sunrooms or cathedral ceilings may cause variation from these Performance Standards and are not covered by the Limited Warranty.

Observation: Noises from heating ducts.

Performance Standard: When metal ducts heat and cool, some expansion and contraction will occur, causing noises

Responsibility: This is not a Builder warranty issue.

Air Conditioning

Observation: Inadequate cooling

Performance Standard: Where air-conditioning is provided, the cooling system shall be capable of maintaining a temperature of 78 degrees F as measured in the center of each room at a height of 5 feet above the floor, under local outdoor summer design conditions as specified in ASHRAE handbook. In the case of outside temperatures exceeding 95 degrees F, a differential of 17 degrees F from the outside temperature should be maintained.

Federal State or local energy codes shall supersede this standard where such codes have been locally adopted.

Responsibility: Builder will correct cooling System to meet temperature conditions, in accordance with specifications. Orientation of the Home, locations of rooms and location of vents will also provide temperature differential. There may be periods when outdoor temperature rises above design temperature thereby raising temperature in the Home. Certain aspects of the Home including but not limited to, expansive stairways, open foyers, sunrooms, or cathedral ceilings may cause abnormal variation from the Performance Standard and are not covered by this Limited Warranty.

Condensation Lines

Observation: Condensation lines clog up.

Performance Standard: Condensation lines will clog eventually under normal use. This is a Homeowner maintenance item. Builder shall provide unobstructed condensation lines at time of first occupancy.

Responsibility: None.

Evaporative Cooling

Observation: Noisy Ductwork

Performance Standard: When metal is heated it expands and when cooled it contracts. The result is “tickling” or “crackling” which is to be expected.

Responsibility: None.

TOPIC: Electrical

Electrical conductors and Circuit Breakers

Observation: Circuit breakers (excluding ground fault interrupters) “kick out.”

Performance Standard: Fuses and circuit breakers shall not activate under normal usage.

Responsibility: Builder will check wiring circuits for conformity with local,

state, or approved national electrical code requirements. Builder will correct circuitry not conforming to code specifications.

Outlets, Switches and Fixtures

Observation: Drafts from electrical outlets.

Performance Standards: Electrical junction boxes on exterior walls may produce air flow into a room. This is normal in new construction.

Responsibility: Builder will install gasket.

Observation: Malfunction of electrical outlets, switches or fixtures.

Performance Standards: All switches, fixtures and outlets shall operate as intended.

Responsibility: Builder will repair or replace defective switches, fixtures and outlets.

Service and Distribution

Observation: Ground fault interrupter trips frequently.

Performance Standard: Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protections against electrical shock. These sensitive devices can be tripped easily.

Responsibility: Builder shall install ground fault interrupter in accordance with approved electrical code. Tripping is expected and is not covered, unless due to a construction defect.

IV Exclusions from Your Limited Warranty

- a. Defects in recreational facilities; driveways; walkways; patios; decks; boundary walls; retaining walls; bulkheads; fences; landscaping; off-site improvement or other improvements not part of the Home itself.
- b. Damage to real property which is not part of the Home covered by this Limited Warranty and which is not included in the purchase price of the Home.
- c. Any damage to the extent it is caused or made worse by:
 1. Negligence, improper maintenance or improper operation by anyone other than the Builder or its employees, agents, or subcontractors;
 2. Failure by Homeowner to give prompt written notice to Builder of any defects;
 3. Changes of the grading of the ground by anyone other than the Builder that do not comply with the accepted grading practices, including Homeowner's failure to maintain the original grade;
 4. Loss or damage not caused by defect or deficiency in the design or construction of the Home by the Builder;
 5. Loss or damage caused by, but not limited to, acts of God, riot or civil commotion, windstorm, fire, explosion, smoke, water, hail, lightning, falling trees or other objects, aircraft, vehicles, flood, mud slides, earthquakes, volcanic eruption, radon or other gases, abuse or use of the Home, or any part thereof, beyond the reasonable capacity of such a part for the such use, or by any other external cause;
 6. Changes in the level of the underground water table which was not reasonably foreseeable at the time of construction of the Home.
 7. Subsidence or soil movement which was not reasonably predictable through the reasonable soil testing or other geographical investigation at the time of the construction of the Home.
 8. Any loss, damage, defect, cost or expense which is caused, in whole or in part, by any peril for which compensation is provided by state legislation, or which is covered by insurance or public funds to the extent that such compensation is paid by such other providers.
 9. Insect damage, vermin, radiation, pollution, or toxic substances of any kind;

10. Any loss or damage which arises while the Home is being used primarily for nonresidential purposes;
11. Any condition which does not result in actual physical damage to the Home;
12. Dampness or condensation due to the failure of Homeowner to maintain adequate ventilation;
13. Failure by anyone other than the Builder or its employees, agents, or subcontractors to comply with the Limited Warranty requirement of manufacturers of appliances, equipment or fixtures;
14. Changes, alterations, or additions made to the home by anyone after initial occupancy, except those performed by the Builder, or its employees, agents or subcontractors.
15. **Builder shall be responsible to install industry-acceptable materials in a good and workmanlike manner, but shall not be responsible for naturally-occurring conditions, materials, elements, substances or occurrences, including but not limited to radon gas, latex paint, formaldehyde, molds, fungus, dampness or water accumulation in the house which may promote the formation of mold, synthetic carpet fibers, allergens, or any other natural phenomena, whether known or unknown.**

- d. Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair, or any other costs due to loss of use, inconvenience or annoyance.
- e. Any loss or damage which Homeowner, wherever feasible, has not taken timely action to minimize.
- f. Any defect in, or caused by materials or work (including, but not limited to) items supplied by anyone other than the Builder, or its employees, agents or subcontractors.
- g. Normal wear and tear or normal deterioration.
- h. Loss or damage not otherwise excluded under this Warranty, which does not constitute a defect in the construction of the home by the Builder.
- i. Bodily injury or damage to personal property.
- j. Consequential damages.

- k. Glass breakage.
- l. Failure of the Builder to perform any washing, cleaning, or cleanup of any kind.
- m. Structural slab foundation systems that have experienced some movement but are within the foundation's design criteria.
- n. Any notice of claim received in writing by Builder more than 30 days after expiration of the Limited Warranty.
- o. Any appliance or material purchased by Homeowner.

V How to Make a Warranty Claim

- a. Notice of Claim: All notices of claims under this Limited Warranty must be made by Homeowner in Writing on the attached form or other written notice explaining the claim in detail. All notices must be sent to:

- b. In response to receipt of a written notice of claim, Builder will:
 - 1. Inspect the item reported by the Homeowner within thirty (30) days of the Builder's receipt of the notice.
 - 2. Within forty-five (45) days of Builder's receipt of notice, either: complete such repairs or send Homeowner a written reply describing the issue as Builder understands it, as well as Builder's opinion as to the cause, whether the matter is covered by this Limited Warranty and either a description of recommended repairs or the reasons the Homeowner's claim does not qualify for repairs under this Limited Warranty.
- c. If Homeowner does not concur with Build's analysis, Homeowner may arrange for an independent state licensed engineer to inspect the alleged defects and report his/her findings in writing. The cost of this engineer investigation will be borne by Homeowner. If the engineer's report identifies issues covered by the Limited Warranty, for which Builder will be responsible, Builder will be entitled to arrange for its own independent state licensed engineer to inspect the alleged problem and report his/her findings in writing or Builder may elect to correct the problem as described by Homeowner's engineer. If the Homeowner or Builder's engineer's report does not identify the issue as being covered by the Limited Warranty, then the claim will be deemed denied by Builder.

VI Miscellaneous

- a. Homeowner will allow Builder, its employees, agents or contractors access to the Home during normal business hours (Monday through Friday 8:00am-5:00pm) when a claim investigation or servicing is required.
- b. Any item requiring repair or replacement that cannot be repaired or replaced with products readily available in the standard marketplace will be replaced or repaired with products of similar kind and quality which are readily available. Builder has the right at Builder's sole discretion to repair, replace or pay reasonable compensation.
- c. The written Limited Warranty program provided by Builder is the only warranty made to Homeowner and, in consideration thereof, **Homeowner hereby waives any and all express or implied warranties from Builder in connection with the Home, including but not limited to any warranty of habitability, reasonable workmanship, merchantability or fitness for a particular purpose with respect to any and all patent (visible) or latent (hidden) defects.** The written Warranty program is in place of other express or implied warranties by Builder, Builder's agents or employees, or any other person, including any representation made in brochures, drawings, renderings or other sales materials.
- d. In addition to the above one-year Limited Warranty, and in accordance with Pennsylvania Law, Builder shall provide a two-year Limited Structural Warranty, in accordance with Section 3411 of the Pennsylvania Uniform Condominium Act or section 5411 of the Pennsylvania Uniform Planned Community Act, whichever applies.

ANY CLAIM OR DISPUTE BETWEEN HOMEOWNER AND BUILDER RELATING TO THIS LIMITED WARRANTY SHALL BE DETERMINED BY SUBMISSION TO ARBITRATION.

BY SIGNING BELOW, HOMEOWNER AGREES TO HAVE ANY DISPUTE RELATED TO THIS LIMITED WARRANTY DECIDED BY ARBITRATION AS PROVIDED BY PENNSYLVANIA LAW AND IS GIVING UP ANY RIGHTS HOMEOWNER MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL.

BY SIGNING BELOW, HOMEOWNER IS GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. IF HOMEOWNER REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, HOMEOWNER MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE PENNSYLVANIA CODE OF CIVIL PROCEDURE.

HOMEOWNER HAS READ AND UNDERSTANDS THE FOREGOING AND AGREES TO SUBMIT DISPUTES RELATING TO THIS LIMITED WARRANTY, TO NEUTRAL ARBITRATION. HOMEOWNER HAS CONSULTED AN ATTORNEY OR WAIVED SUCH RIGHT BEFORE SIGNING THIS AGREEMENT.

e. Arbitration

1. Should Homeowner disagree with Builder's decision to deny a claim, Homeowner shall request mandatory arbitration to be conducted by the American Arbitration Association or other service approved by Builder (the "Arbitration Service") at Builder's expense. Homeowner will be required to refund the arbitration administrative fee to Builder for any arbitration requested by Homeowner at which conclusion it is determined that every disputed item in the arbitration is decided in favor of Builder. Homeowner will still be required to refund the arbitration administrative fee to Builder even if some items of dispute are resolved between the parties before arbitration but after the request for arbitration is acknowledged by the Arbitration Service. The arbitration process will be conducted in accordance with the warranty conditions described herein and the rules and regulation of the Arbitration Service. **The arbitration provided for shall be legally binding on all parties hereto.** A form to request arbitration may be obtained by calling the American Arbitration Association at (215) 732-5260 or by calling such other service approved by the Builder. The completed requires for arbitration form must be submitted by Homeowner to Builder and the Arbitration Service. The arbitration hearing shall be arranged by the Arbitration Service and shall be held at the residence, or any other location designated by the arbitrator. Unless an extension is agreed to by all parties, the arbitrator shall issue the decision within twenty (20) days from the date of the hearing. At the hearing, the parties may present evidence; however, formal rules of evidence will not be applicable. There will be no transcript or record of the hearing. All matters discussed at arbitration are confidential.

2. Upon delivery of an arbitration award ("Award") to the parties, any party may, within twenty (20) days, request an appeal of the Award. A request for appeal must be sent, together with the appropriate administrative fee, to the Arbitration Service, with copies of the request simultaneously being sent to all other parties. Upon receipt of the request for appeal and the appropriate administrative fee, the Arbitration Service will appoint an appellate arbitrator and schedule a hearing at the home. The Appellate Arbitrator may not review any new or different complaints, but may modify or change the Award if (s)he finds that the Award exceeds or does not meet the scope of the Warranty or its coverages or if the Arbitrator exceeded the scope of his/her authority. The decision of the Appellate Arbitrator will be final.

3. The Builder and Homeowner agree to be bound by the final award of arbitration or appellate arbitration. Judgment upon the final award rendered in arbitration may be entered in any court having jurisdiction in those states where

such arbitration is binding upon all parties thereto. If the state where the home is located does not permit binding arbitration then arbitration in accordance with this agreement shall be a condition precedent to the commencement of any litigation by Homeowner or Builder to compel compliance with the warranty documents or to seek relief for any dispute arising out of this program. **In consideration for this arbitration provision, Homeowner and Builder agree to waive any right to a trial by jury.**

4. Compliance Inspection Process – When an arbitration decision requires Builder to perform repairs, Builder shall perform such repairs in accordance with the decision. If Homeowner remains dissatisfied after Builder has completed the repairs, then Builder will arrange with Arbitration Service, at the Homeowners request and expense, to have a compliance inspection conducted to attempt to resolve any remaining disputes resulting from the attempted repairs. The Homeowner must request such a compliance inspection in writing no later than thirty (30) days after Builder has completed such repairs. If the inspection reveals that the work has not been performed properly, then the compliance inspection fee described will be refunded to the Homeowner by Builder. If the compliance inspection determines that the Builder has performed adequately, the inspection fee will not be refunded and no additional repairs will be performed.

Notice of Claim Form
Non-Structural Claim Only

Please refer to Homeowner's Warranty Documents for pertinent information.

Name: _____

Property in Dispute: _____

Community: _____ Lot # _____

Street Address: _____

Settlement Date: _____

Home Phone: _____ Business Phone _____ Fax: _____

Owner Address (if different than the Property Address)

Description of Claim: (Please be specific)

(Attach additional sheet or photographs if necessary)

Date: _____

Homeowner Signature

Date: _____

Homeowner Signature

Delivery and Acceptance of One Year Warranty Form

Please refer to Homeowner's Warranty Documents for mailing instructions and pertinent information.

Name: _____

Community: _____ Lot # _____

Street Address: _____

Settlement Date: _____

Home Phone: _____ Business Phone: _____

Email Address: _____

Cell Phone: _____ Fax: _____

Owner Address (if different than the Property Address)

Homeowner agrees to accept the terms of the binding arbitration provisions above.

Date: _____

Homeowner Signature

Date: _____

Homeowner Signature

Date: _____

Representative of