**[This Exhibit should be used only if the parties elect to reference**

**these standards in paragraph 3 of the Limited Warranty Agreement.]**

**Building Quality Standards Section**

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| 1. **Site Work** |

* 1. **Site Grading**
     1. **Possible Defect** Settling of ground around foundation, utility trenches or other areas.

**Building Standard** Settling of ground around foundation walls, utility trenches or other filled areas shall not interfere with water drainage away from the Home.

**Responsibility** If the Seller has provided final grading: upon request by the Buyer, Seller shall fill settled areas affecting proper drainage, one time only, during the Limited Warranty Period. Buyer shall be responsible for removal and replacement of shrubs or other landscaping affected by placement of such fill.

* 1. **Site Drainage**
     1. **Possible Defect** Improper drainage of the site.

**Building Standard** The necessary grades and swales shall have been established by the Seller to insure proper drainage away from the Home. Standing or ponding water shall not remain for extended periods in the immediate area after a rain (generally no more than 24 hours), except that in swales which drain other areas, or in areas where sump pumps discharge, a longer period can be anticipated (generally no more than 48 hours). The possibility of standing water after an unusually heavy rainfall should be anticipated. No grading determination shall be made while there is frost or snow on the ground, or while the ground is saturated.

**Responsibility** The Seller is responsible only for initially establishing the proper grades and swales. The Buyer is responsible for maintaining such grades and swales once they have been properly established.

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| 1. **Concrete** |

* 1. **Expansion and Contraction Joints**
     1. **Possible Defect** Separation or movement of concrete slabs within the structure at expansion joints.

**Building Standard** Concrete slabs within the structure are designed to move at expansion and contraction joints.

**Responsibility** None

* 1. **Cast-In-Place Concrete**
     1. **Possible Defect** Basement or foundation wall cracks.

**Building Standard** Shrinkage cracks are not unusual in concrete foundation walls. Such cracks greater than 1/8 inch in width shall be repaired.

**Responsibility** Seller will repair cracks in excess of 1/8 inch in width.

* + 1. **Possible Defect** Cracking of basement floor.

**Building Standard** Minor cracks in concrete basement floors are normal. Cracks exceeding 3/16 inch in width or 1/8 inch in vertical displacement shall be repaired.

**Responsibility** Seller will repair cracks exceeding maximum tolerances by surface patching or other methods as required.

* + 1. **Possible Defect** Cracking in slab attached garage.

**Building Standard** Cracks in garage slabs in excess of 1/4 inch in width or 1/4 inch in vertical displacement shall be repaired.

**Responsibility** Seller will repair cracks exceeding maximum tolerances by surface patching or other methods as required.

* + 1. **Possible Defect** Uneven concrete floors/slabs

**Building Standard** Except for basement floors or where a floor or portion of floor has been designed for specific drainage purposes, concrete floors in rooms designed for habitability shall not have pits, depressions or areas of unevenness exceeding 1/4 inch in 32 inches.

**Responsibility** Seller will correct or repair to meet the Building Standard

* + 1. **Possible Defect** Cracks in concrete slab-on-grade floors with finish flooring.

**Building Standard** Cracks which rupture the finish flooring material shall be repaired.

**Responsibility** Seller will repair cracks, as necessary, so as not to be readily apparent when the finish flooring material is in place. (See also Building Standard 7., “Finishes.”)

* + 1. **Possible Defect** Pitting, scaling or spalling of concrete work covered by this Limited Warranty.

**Building Standard** Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions of weathering and use.

**Responsibility** Seller will take whatever corrective action necessary to repair or replace defective concrete surfaces. Seller is not responsible for deterioration caused by salt, chemicals, mechanical implements and other factors beyond its control. .”)

* + 1. **Possible Defect** Settling, heaving, or separating of stoops, steps, or garage floors.

**Building Standard** Stoops, steps, or garage floors shall not settle, heave or separate in excess of 1 inch from the house structures.

**Responsibility** Seller will take whatever corrective action is required to meet the Building Standard.

* + 1. **Possible Defect** Standing water on stoops.

**Building Standard** Water should drain from outdoor stoops and steps. The possibility of minor water standing on stoops for a short period after rain can be anticipated.

**Responsibility** Seller shall take corrective action to assure drainage of steps and stoops.

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| 1. **Masonry** |

* 1. **Unit Masonry**
     1. **Possible Defect** Basement or foundation wall cracks.

**Building Standard** Small cracks not affecting structural stability are not unusual in mortar joints of masonry foundation walls. Cracks greater then 1/8 inch in width shall be repaired.

**Responsibility** Seller will repair cracks in excess of 1/8 inch by pointing or patching. These deficiencies shall be reported and repairs made during the Limited Warranty Period.

* + 1. **Possible Defect** Cracks in masonry walls or veneer.

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

**Responsibility** Seller will repair cracks in excess of Building Standard by pointing or patching. These repairs shall be made during the Limited Warranty Period. Seller will not be responsible for color variation between old and new mortar.

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| 1. **Wood and Plastic** |

* 1. **Rough Carpentry**
     1. **Possible Defect** Floors squeak or subfloor appears loose.

**Building Standard** Floor squeaks and loose subfloor are often temporary conditions common to new construction, and a squeak-proof floor cannot be guaranteed.

**Responsibility** Seller will correct or repair to meet Building Standard.

* + 1. **Possible Defect** Uneven wood floors.

**Building Standard** Floors shall not have more then 1/4 inch ridge or depression within any 32 inch measurement when measured parallel to the joists. Allowable floor and ceiling joist deflections are governed by the applicable building code.

**Responsibility** Seller will correct or repair to meet Building Standard.

* + 1. **Possible Defect** Bowed walls.

**Building Standard** All interior and exterior walls 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 1/4 inch out of line within any 32 inch horizontal or vertical measurement.

**Responsibility** Seller will repair to meet Building Standard.

* + 1. **Possible Defect** Out-of-plumb walls.

**Building Standard** Walls should not be more than 1/4 inch out of plumb for any 32 inch vertical measurement.

**Responsibility** Seller will repair to meet the Building Standard.

* 1. **Finish Carpentry (Interior)**
     1. **Possible Defect** Poor quality of interior trim workmanship.

**Building Standard** Joints in moldings or joint between moldings and adjacent surface shall not result in open joints exceeding 1/8 inch in width.

**Responsibility** Seller will repair defective joints, as defined. Caulking is acceptable.

* 1. **Finish Carpentry (Exterior)**
     1. **Possible Defect** Poor quality of exterior trim workmanship.

**Building Standard** Joints between exterior trim elements, including siding and masonry, shall not result in open joints in excess of 3/8 inch. In all cases the exterior trim, masonry and siding shall be capable of performing its function to exclude the elements.

**Responsibility** Seller will repair open joints, as defined. Caulking is acceptable.

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| 1. **Thermal and Moisture Protection** |

* 1. **Waterproofing**
     1. **Possible Defect** Leaks in basement.

**Building Standard** Leaks resulting in actual trickling of water shall be repaired. Leaks caused by improper landscaping or failure to maintain proper grades are not covered by this Limited Warranty. Dampness of the walls or floors may occur in new construction and is not considered a deficiency.

**Responsibility** Seller will take such action as necessary to correct basement leaks except where the cause is determined to result from Buyer action or negligence.

* 1. **Insulation**
     1. **Possible Defect** Insufficient insulation.

**Building Standard** Insulation shall be installed in accordance with applicable energy and building code requirements.

**Responsibility** Seller will install insulation in sufficient amounts to meet Building Standard.

* 1. **Louvers and Vents**
     1. **Possible Defect** Leaks due to snow or rain driven into the attic through louvers or vents.

**Building Standard** Attic vents and/or louvers must be provided for proper ventilation of the attic space of the structure.

**Responsibility** None.

* 1. **Roofing and Siding**
     1. **Possible Defect** Ice build-up on roof.

**Building 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 down spouts freeze up.

**Responsibility** Prevention of ice build-up on the roof is a Buyer maintenance item.

* + 1. **Possible Defect** Roof or flashing leaks.

**Building Standard** Roofs or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice build-up or Buyer action or negligence.

**Responsibility** Seller will repair any verified roof or flashing leaks not caused by ice build-up or Buyer action or negligence.

* + 1. **Possible Defect** Standing water on flat roof.

**Building Standard** Water shall drain from flat roof except for minor ponding immediately following rainfall or when the roof is specifically designed for water retention.

**Responsibility** Seller will take corrective action to assure proper drainage of roof.

* + 1. **Possible Defect** Delamination of veneer siding or joint separation.

**Building Standard** All siding shall be installed according to the manufacturer’s and industry’s accepted standards. Separations and delaminations shall be repaired or replaced.

**Responsibility** Seller will repair or replace siding as needed unless caused by Buyer neglect to maintain siding properly. Repaired area may not match in color and/or texture. For surfaces requiring paint, Seller will paint only the new materials. The Buyer can expect that the newly painted surface may not match original surface in color.

* 1. **Sheet Metal**
     1. **Possible Defect** Gutter and/or down spouts leak.

**Building Standard** Gutters and down spouts shall not leak but gutters may overflow during heavy rain.

**Responsibility** Seller will repair leaks. It is a Buyer responsibility to keep gutters and down spouts free of leaves and debris which could cause overflow.

* + 1. **Possible Defect** Water standing in gutters.

**Building Standard** When gutter is unobstructed by debris, the water level shall not exceed one (1) inch in depth. Industry practice is to install gutters approximately level. Consequently, it is entirely possible that small amounts of water will stand in certain sections of gutter immediately after a rain.

**Responsibility** Seller will correct to meet Building Standard.

* 1. **Sealants**
     1. **Possible Defect** Leaks in exterior walls due to inadequate caulking.

**Building Standard** Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to exclude the entry of water.

**Responsibility** Seller will repair and/or caulk joints or cracks in exterior wall surfaces as requires to correct deficiencies once, during the Limited Warranty Period. Even properly installed caulking will shrink and must be maintained during the life of the Home.

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| 1. **Doors and Windows** |

* 1. **Wood and Plastic Doors**
     1. **Possible Defect** Warpage of exterior doors.

**Building Standard** Exterior doors will warp to some degree due to the temperature differential on 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 Manufacturers Association Standards (1/4 inch, measured diagonally from corner to corner)

**Responsibility** Seller will correct or replace and refinish defective doors, during the Limited Warranty Period.

* + 1. **Possible Defect** Warpage of interior passage and closet doors.

**Building Standard** Interior doors (full opening) shall not warp in excess of National Woodwork Manufacturers Association Standards (1/4 inch, measured diagonally from corner to corner).

**Responsibility** Seller will correct or replace and refinish defective doors to match existing doors as nearly as possible, during the Limited Warranty Period.

* + 1. **Possible Defect** Shrinkage of insert panels show raw wood edges.

**Building Standard** Panels will shrink and expand and may expose unpainted surface.

**Responsibility** None.

* + 1. **Possible Defect** Split in door panel.

**Building Standard** Split panels shall not allow light to be visible through the door.

**Responsibility** Seller will, if light is visible, fill split and match paint or stain as closely as possible, one time during the Limited Warranty Period.

* 1. **Glass**
     1. **Possible Defect** Broken glass.

**Building Standard** None.

**Responsibility** Broken glass not reported to Seller prior to closing is the Buyer responsibility.

* 1. **Garage Doors on Attached Garages**
     1. **Possible Defect** Garage doors fail to operate properly, under normal use.

**Building Standard** Garage doors shall operate properly.

**Responsibility** Seller will correct or adjust garage doors as required, except where the cause is determined to result from Buyer action or negligence.

* + 1. **Possible Defect** Garage doors allow entrance of snow or water.

**Building Standard** Garage doors shall be installed as recommended by the manufacturer. Some entrance of the elements can be expected under abnormal conditions.

**Responsibility** Seller will adjust or correct garage doors to meet manufacturer’s recommendations.

* 1. **Wood, Plastic and Metal Windows**
     1. **Possible Defect** Malfunction of windows.

**Building Standard** Windows shall operate with reasonable ease, as designed.

**Responsibility** Seller will correct or repair as required.

* + 1. **Possible Defect** Condensation and/or frost on windows.

**Building Standard** Windows will collect condensation on interior surfaces when extreme temperature differences and high humidity levels are present. Condensation is usually the result of climatic/humidity conditions, created by the Buyer.

**Responsibility** Unless directly attributed to faulty installation, window condensation is a result of conditions beyond the Seller’s control. No corrective action required.

* 1. **Weather-stripping and Seals**
     1. **Possible Defect** Air infiltration around doors and windows.

**Building Standard** Some infiltration is normally noticeable around doors and windows, especially during high winds. Poorly fitted weather-stripping shall be adjusted or replaced. It may be necessary for the Buyer to have storm doors and windows installed to provide satisfactory solutions in high wind areas.

**Responsibility** Seller will adjust or correct poorly fitted doors, windows and poorly fitted weather stripping.

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| 1. **Finishes** |

* 1. **Lath and Plaster**
     1. **Possible Defect** Cracks in interior wall and ceiling surfaces.

**Building Standard** Hairline cracks are not unusual in interior wall and ceiling surfaces. Cracks greater than 1/8 inch in width shall be repaired.

**Responsibility** Seller will repair cracks exceeding 1/8 inch in width as required one time only, during the Limited Warranty Period. (See also Building Standard 7.F., “Painting.”) .

* 1. **Gypsum Wallboard**
     1. **Possible Defect** Defects which appear during the Limited Warranty such as nail pops, blisters in tape, or other blemishes.

**Building Standard** Slight “imperfections” such as nail pops, seam lines and cracks not exceeding 1/8 inch in width are common in gypsum wallboard installations and are considered acceptable.

**Responsibility** Seller will repair only cracks exceeding 1/8 inch in width, one time only, during the Limited Warranty Period. (See also Building Standard 7.F., “Painting.”)

* 1. **Ceramic Tile**
     1. **Possible Defect** Ceramic tile cracks or becomes loose.

**Building Standard** Ceramic tile shall not crack or become loose.

**Responsibility** Seller will replace cracked tiles and re-secure loose tiles unless the defects were caused by the Buyer action or negligence. Seller will not be responsible for discontinued patterns or color variations in ceramic tile.

* + 1. **Possible Defect** Cracks appear in grouting of ceramic tile joints or at junctions with other materials such as a bathtub.

**Building Standard** Cracks in grouting of ceramic tile joints are commonly due to normal shrinkage conditions.

**Responsibility** Seller will repair grouting if necessary one time only, during the Limited Warranty Period. Seller will not be responsible for color variations or discontinued colored grout. Regrouting of these cracks is a maintenance responsibility of the Buyer within the life of the Home.

* 1. **Finished Wood Flooring**
     1. **Possible Defect** Cracks developing between floor boards.

**Building Standard** Cracks in excess of 1/8 inch in width shall be corrected.

**Responsibility** Seller will repair cracks in excess of 1/8 inch during the Limited Warranty Period, by filling or replacing, at Seller’s option.

* 1. **Resilient Flooring**
     1. **Possible Defect** Nail pops appear on the surface of resilient flooring.

**Building Standard** Readily apparent nail pops shall be repaired.

**Responsibility** Seller will correct nail pops which have broken the surface. Seller will repair or replace, at Seller’s sole option, resilient floor covering in the affected area with similar material. Seller will not be responsible for discontinued patterns or color variations in the floor covering.

* + 1. **Possible Defect** Depression or ridges appear in the resilient flooring due to subtle irregularities.

**Building Standard** Readily apparent depressions or ridges exceeding 1/8 inch shall be repaired. The ridge or depression measurement is taken as the gap created at one end of a six- inch straightedge placed over the depression or ridge with three inches of the straightedge on one side of the defect, held tightly to the floor.,

**Responsibility** Seller will take corrective action as necessary, to bring the defect within acceptable tolerance so that the affected area is not readily visible. Seller will not be responsible for discontinued patterns or color variations in floor covering.

* + 1. **Possible Defect** Resilient flooring loses adhesion.

**Building Standard** Resilient flooring shall not lift, bubble or become unglued.

**Responsibility** Seller will repair or replace, at Seller’s sole option, the affected resilient flooring as required. Seller will not be responsible for discontinued patterns or color variation of floor covering, or for problems caused by Buyer neglect or abuse.

* + 1. **Possible Defect** Seams or shrinkage gaps at resilient flooring joints.

**Building 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** Seller will repair or replace, at Seller’s sole option, the affected resilient flooring as required. Seller will not be responsible for discontinued patterns or color variation of floor covering, or for problems caused by Buyer neglect or abuse.

* 1. **Painting**
     1. **Possible Defect** Exterior paint or stain peels, deteriorates or fades.

**Building Standard** Exterior paint or stains should not fail during the Limited Warranty Period. However, fading is normal and the degree is dependent on climatic conditions.

**Responsibility** If paint or stain is defective, Seller will properly prepare and refinish affected areas, matching color as close as possible. Where finish deterioration affects the majority of the wall area, the whole area will be refinished.

* + 1. **Possible Defect** Painting required as corollary repair because of other work.

**Building Standard** Repairs required under this Limited Warranty shall be finished to match surrounding areas as closely as practicable.

**Responsibility** Seller will finish repair area as indicated.

* + 1. **Possible Defect** Deterioration of varnish or lacquer finishes.

**Building Standard** Natural finishes on interior woodwork shall not deteriorate during the Limited Warranty Period. However, varnish type finishes used on the exterior will deteriorate rapidly and are not covered by the Limited Warranty.

**Responsibility** Seller will retouch affected areas of natural finish interior woodwork, matching the color as clearly as possible.

* + 1. **Possible Defect** Mildew or fungus on painted surfaces.

**Building Standard** Mildew or fungus will form on a painted surface if the structure is subject to abnormal exposures (i.e., rainfall, ocean, lake, or river front).

**Responsibility** Mildew or fungus formation is a condition the Seller cannot control and is a Buyer maintenance item unless it is a result of noncompliance with other sections of the Building Standard.

* 1. **Wall Covering**
     1. **Possible Defect** Peeling of wall covering.

**Building Standard** Peeling of wall covering shall not occur.

**Responsibility** Seller will repair or replace defective wall covering applications.

* + 1. **Possible Defect**  Edge mismatching in pattern of wall covering.

**Building Standard** None.

**Responsibility** None.

* 1. **Carpeting**
     1. **Possible Defect** Open carpet seams.

**Building Standard** Carpet seams will show. However, no visible gap is acceptable.

**Responsibility** Seller will correct.

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* + 1. **Possible Defect** Carpeting becomes loose, seams separate or stretching occurs.

**Building 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** Seller will re-stretch or re-secure carpeting as needed, if original installation was performed by Seller.

* + 1. **Possible Defect** Spots on carpet, minor fading.

**Building Standard** Exposure to light may cause spots on carpet and/or minor fading.

**Responsibility** None.

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* 1. **Special Coatings**
     1. **Possible Defect** Cracks in exterior stucco wall surfaces.

**Building Standard** Cracks are not unusual in exterior stucco wall surfaces. Cracks greater than 1/8 inch in width shall be repaired.

**Responsibility** Seller will repair cracks exceeding 1/8 inch in width, one time only, during the Limited Warranty Period.

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| 1. **Specialties** |

* 1. **Louvers and Vents**
     1. **Possible Defect** Inadequate ventilation of attics and crawl spaces.

**Building Standard** Attic and crawl spaces shall be ventilated as required by the approved building code.

**Responsibility** The Seller shall provide for adequate ventilation. Seller will not be responsible for alterations to the original system.

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* 1. **Fireplace**
     1. **Possible Defect** Fireplace or chimney does not draw properly.

**Building Standard** A properly designed and constructed fireplace and chimney shall function properly. It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney. Some homes may need to have a window opened slightly to create an effective draft, if they have been insulated and weatherproofed to meet high energy conservation criteria.

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

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* + 1. **Possible Defect** Chimney separates from structure to which it is attached.

**Building Standard** Newly built fireplaces will often incur slight amounts of separation. Separation shall not exceed ½ inch from the main structure in any 10 foot vertical measurement.

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

* + 1. **Possible Defect** Firebox paint changed by fire.

**Building Standard** None.

**Responsibility** None. Heat from fires will alter finish.

* + 1. **Possible Defect** Cracked firebrick and mortar joints.

**Building Standard** None.

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

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| 1. **Equipment** |

* 1. **Residential Equipment**
     1. **Possible Defect** Surface cracks, joint delaminations and chips in high pressure laminates on vanity and kitchen cabinet countertops.

**Building Standard** Countertops fabricated with high pressure laminate coverings shall not delaminate.

**Responsibility** Seller will replace delaminated coverings to meet specified criteria. Seller will not be responsible for chips and cracks noted following first occupancy.

* + 1. **Possible Defect** Kitchen cabinet malfunctions.

**Building Standard** Warpage not to exceed 1/4 inch as measured from face from to point of furthermost warpage with door or drawer front in closed position.

**Responsibility** Seller will correct or replace doors or drawer fronts.

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| 1. **Plumbing** |

* 1. **Water Supply System**
     1. **Possible Defect** Plumbing pipes freeze and burst.

**Building Standard** Drain, waste and vent, and water pipes shall be adequately protected as required by applicable code, during normally anticipated cold weather, and as defined in accordance with American Society of Heating, Refrigerating and Air Conditioning Engineers (“ASHRAE”) design temperatures, to prevent freezing.

**Responsibility** Seller will correct situations not meeting the code. It is the Buyer’s responsibility to drain or otherwise protect lines and exterior faucets exposed to freezing temperatures.

* 1. **Plumbing System**
     1. **Possible Defect** Faucet or valve leak.

**Building Standard** No valve or faucet shall leak due to defects in workmanship and materials.

**Responsibility** Seller will repair or replace the leaking faucet or valve.

* + 1. **Possible Defect** Defective plumbing fixtures, appliances or trim fittings.

**Building Standard** Fixtures, appliances or fittings shall comply with their manufacturer’s standards.

**Responsibility** Seller will replace any defective fixture or fitting which does not meet acceptable standards, as defined by the manufacturer.

* + 1. **Possible Defect** Noisy water pipes.

**Building Standard** There will be some noise emitting from the water pipe system, due to the flow of water. However, water hammer shall be eliminated.

**Responsibility** Seller cannot remove all noises due to water flow and pipe expansion. Seller will correct to eliminate “water hammer.”

* + 1. **Possible Defect** Cracking or chipping of porcelain or fiberglass surfaces.

**Building Standard** Chips and cracks on surfaces of bathtubs and kitchen sinks can occur when surface is hit with a sharp or heavy object.

**Responsibility** Seller will not be responsible for repairs unless damage has been reported to Seller prior to first occupancy.

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| 1. **Heating and Cooling** |

* 1. **Heating**
     1. **Possible Defect** Inadequate heating.

**Building 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. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted.

**Responsibility** Seller will correct heating system to provide the required temperatures. However, the Buyer shall be responsible for balancing dampers, registers and other minor adjustments.

* 1. **Refrigeration**
     1. **Possible Defect** Inadequate cooling.

**Building 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 15 degrees F from the outside temperature will be maintained. Federal, state, or local energy codes shall supersede this standard where such codes have been locally adopted.

**Responsibility** Seller will correct cooling system to meet temperature conditions, in accordance with specifications.

* 1. **Condensation Lines**
     1. **Possible Defect** Condensation lines clog up.

**Building Standard** None.

**Responsibility** Condensation lines will clog eventually under normal use. This is a Buyer maintenance item. Seller shall provide unobstructed condensation lines at time of first occupancy.

* 1. **Evaporative Cooling**
     1. **Possible Defect**  Improper mechanical operation.

**Building Standard** Equipment shall function properly at temperature standard set.

**Responsibility** Seller will correct and adjust so that blower and water system operate as designed.

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| 1. **Ventilation** |

* 1. **Air Distribution**
     1. **Possible Defect** Noisy ductwork.

**Building Standard** When metal is heated it expands and when cooled it contracts. The result is “ticking” or “crackling” which is generally to be expected.

**Responsibility** None.

* + 1. **Possible Defect** Oil canning.

**Building Standard** The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not “oilcan.” The booming noise caused by “oil canning” is not acceptable.

**Responsibility** Seller will correct to eliminate this sound.

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| 1. **Electrical** |

* 1. **Electrical Conductors, Fuses and Circuit Breakers**
     1. **Possible Defect** Fuses blow or circuit breakers (excluding ground fault interrupters) “kick out.”

**Building Standard** Fuses and circuit breakers shall not activate under normal usage.

**Responsibility** Seller will check wiring circuits for conformity with local, state, or approved national electrical code requirements. Seller will correct circuitry not conforming to code specifications.

* 1. **Outlets, Switches and Fixtures**
     1. **Possible Defect** Drafts from electrical outlets.

**Building Standard** Electrical junction boxes on exterior walls may produce air flow whereby the cold air can be drawn through the outlet into a room. The problem is normal in new home construction.

**Responsibility** None.

* + 1. **Possible Defect** Malfunction of electrical outlets, switched or fixtures.

**Building Standard** All switches, fixtures and outlets shall operate as intended.

**Responsibility** Seller will repair or replace defective switches, fixtures and outlets.

* 1. **Service and Distribution**
     1. **Possible Defect** Ground fault interrupter trips frequently.

**Building Standard** Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.

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

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| 1. **Plumbing** |

* 1. **Water Supply**
     1. **Possible Defect** Water supply system fails to deliver water.

**Building Standard** All on-site service connections to municipal water main and private water supply shall be the Seller’s responsibility. Private systems shall be designed and installed in accordance with approved building, plumbing and health codes.

**Responsibility** Seller will repair if failure is result of defective workmanship or materials. If conditions beyond Seller’s control disrupt or eliminate the source of the supply, the Seller has no responsibility.

* 1. **Septic Tank System**
     1. **Possible Defect** Septic system fails to operate properly.

**Building Standard** Septic system shall function adequately during all seasons, under climatic conditions normal or reasonably anticipated (based on local records) for the location of the home. Septic system shall be designed and installed to comply with applicable governmental codes, if any.

**Responsibility** Seller will repair, or otherwise correct, a malfunctioning or non operating system, if failure is caused by inadequate design, faulty installation, or other cause relating to actions of the Seller or contractors or subcontractors under the Seller’s control. Seller will not be responsible for system malfunction or damage which is caused by Buyer negligence, lack of system maintenance, or other causes attributable to actions of the Buyer or Buyer’s contractors, not under the control of the Seller, including, but not necessarily limited to, the addition of fixtures, items of equipment, appliances or other sources of waste or water to the plumbing system served by the septic system, and damage, or changes to the septic system installation or surrounding soil conditions critical to the system’s functioning.

* 1. **Piping**
     1. **Possible Defect** Leakage from any piping.

**Building Standard** No leaks of any kind shall exist in any soil, waste, vent or water pipe. Condensation on piping does not constitute leakage, and is not covered.

**Responsibility** Seller will make repairs to eliminate leakage.

* + 1. **Possible Defect** Stopped up sewers, fixtures and drains.

**Building Standard** Sewers, fixtures and drains shall operate properly.

**Responsibility** Seller will not be responsible for sewers, fixtures and drains which are clogged through Buyer negligence. If a problem occurs, the Buyer should consult Seller for a proper course of action. Where defective construction is shown to be the cause, Seller will assume the cost of the repair; where Buyer negligence is shown to be the cause, the Buyer shall assume all repair costs.

* + 1. **Possible Defect** Refrigerant lines leak.

**Building Standard** Refrigerant lines shall not develop leaks during normal operation.

**Responsibility** Seller will repair leaking refrigerant lines and re-charge unit, unless damage was caused by the Buyer.

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| 1. **Ventilation System** |

* 1. **Air Distribution**
     1. **Possible Defect** Ductwork separates or becomes unattached.

**Building Standard** Ductwork shall remain intact and securely fastened.

**Responsibility** Seller will re-attach and re-secure all separated or unattached ductwork.

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| 1. **Electrical System** |

* 1. **Wiring**
     1. **Possible Defect** Failure of wiring to carry its designed load.

**Building Standard** Wiring should be capable of carrying the designed load for normal residential use.

**Responsibility** Seller will check wiring for conformity with local, state, or approved national electrical code requirements. Seller will repair wiring not conforming to code specifications