



PERFORMANCE QUALITY STANDARDS

For use with the Home Builder's Limited Warranty administered
by Professional Warranty Service Corporation.



BEAZER HOMES – PERFORMANCE QUALITY STANDARDS

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BEAZER HOMES – PERFORMANCE QUALITY STANDARDS

Items Covered for the First Year

1. SITE WORK

1.1 GRADING

CONDITION:

Settling of ground around foundation, utility trenches or other areas on the property where excavation and backfill have taken place that affect drainage away from Home.

PERFORMANCE STANDARD:

Settling of ground around foundation walls, utility trenches or other filled areas which exceeds a maximum of six inches from finished grade established by Builder.

BUILDER/WARRANTOR RESPONSIBILITY:

If Builder has provided final grading, Builder shall fill settled areas affecting proper drainage, one time only, during the first year Warranty period. Builder is then responsible for removal and replacement of shrubs and other landscaping (installed by Builder) affected by placement of the fill.

1.2 DRAINAGE

CONDITION:

Improper grades and swales which cause standing water and affect the drainage in the immediate area surrounding the Home.

PERFORMANCE STANDARD:

Necessary grades and swales shall be established to provide positive drainage away from Home. Site drainage under this Warranty is limited to those grades and swales immediately surrounding the Home. Standing or ponding water within the immediate surrounding area of Home shall not remain for a period longer than 24 hours after a rain. Where swales are draining from adjoining properties or where a sump pump discharges, an extended period of 48 hours is to be allowed for the water to dissipate. The possibility of standing water after an unusually heavy rainfall or multiple days of rainy weather should be anticipated and is not to be considered a deficiency. No grading determination is to be made while there is frost or snow or when the ground is saturated.

EXCLUSION:

Standing or ponding water on the property which does not directly affect the immediate area surrounding the foundation of Home, or which does affect that area but is caused by unusual grade conditions, retainage of treed areas, or sodding done by homeowner is not considered a defect.

BUILDER/WARRANTOR RESPONSIBILITY:

Responsible for initially establishing the proper grades, swales and drainage away from Home.

HOMEOWNER RESPONSIBILITY:

The homeowner is responsible for maintaining such grades and swales once properly established by Builder to prevent runoffs and erosion of the soil.

EXCLUSION:

Soil erosion and run off caused by failure of the homeowner to maintain the properly established grades, drainage structures and swales; stabilized soil, sodded, seeded and landscaped areas; are excluded from Warranty coverage.

CONDITION:

Grassed or landscaped areas which are disturbed or damaged due to work on the property in correcting a deficiency.

PERFORMANCE STANDARD:

Landscaped areas which are disturbed during repair work are defects.

BUILDER/WARRANTOR RESPONSIBILITY:

Restore grades, seed and landscape to meet original condition.

EXCLUSIONS:

Replacement of trees and large bushes which existed at the time Home was constructed or those added by the Homeowner after occupancy or those which subsequently die are excluded from Warranty Coverage.

2. CONCRETE

2.1 CAST-IN PLACE CONCRETE

NOTE FOR ALL CAST-IN-PLACE CONCRETE:

It is understood that the color of the concrete patches or repair may not match the existing concrete structure or surface and is deemed acceptable.

CONDITION:

Basement or foundation wall cracks, other than expansion or control joints.

PERFORMANCE STANDARD:

Non-structural cracks are not unusual in concrete foundation walls. Cracks greater than 1/8" in width are deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:

Repair non-structural cracks in excess of 1/8" by surface patching. These repairs should be made at the end of the first year of the Warranty period to allow normal stabilizing of the Home through expansion or contraction.

CONDITION:

Cracking of concrete basement floor.

PERFORMANCE STANDARD:

Minor cracks in concrete basement floors are common. Cracks exceeding 1/4" width or 1/4" in vertical displacement are deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:

Repair cracks exceeding maximum tolerance by surface patching or other methods, as required.

CONDITION:

Cracking of attached garage floor slab.

PERFORMANCE STANDARD:

Cracks in garage slabs in excess of 1/4" in width or 1/4" in vertical displacement shall be repaired.

BUILDER/WARRANTOR RESPONSIBILITY:

Repair cracks exceeding the maximum tolerances by surface patching or other methods as required.

CONDITION:

Cracks in attached patio slabs, driveways, carports and walkways.

PERFORMANCE STANDARD:

Cracks in patio slabs, driveways, carports, and walkways in excess of 1/4" in width or 1/4" in

vertical displacement shall be repaired if reported at time of walk through.

BUILDER/WARRANTOR RESPONSIBILITY:

Repair cracks exceeding the maximum tolerances by patching in accordance with normal patching procedures. Broken driveways will be replaced in increments of 1/6, 1/4, 1/3, 1/2, or complete, depending on existing expansion cuts. Slabs damaged by contractors hired by homeowners will not be repaired by the Builder.

CONDITION:

Cracks in concrete slab-on-grade floors, with finish flooring.

PERFORMANCE STANDARD:

Cracks which rupture or materially impair the appearance or performance of the finish flooring material are deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:

Repair cracks as required so as not to be apparent when the finish flooring material is in place. Repair or replace finish flooring.

CONDITION:

Uneven concrete floor slabs.

PERFORMANCE STANDARD:

Except for basement floors or where a floor or a portion of floor has been designed for specific drainage purposes, concrete floors in rooms finished for habitability by Builder shall not have pits, depressions or areas of unevenness exceeding 1/4" in 32", or slopes in excess of 1/2" in 10' of room width or length .

BUILDER/WARRANTOR RESPONSIBILITY:

Repair/replace to meet the Standard. Where applicable, surface patching is an accepted method of repair. Reinstall or replace any finish flooring material as necessary.

CONDITION:

Pitting, scaling or spalling of concrete work.

PERFORMANCE STANDARD:

Concrete surfaces that disintegrate to the extent that the aggregate is exposed and loosened under normal conditions of weathering and use are deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:
Take whatever corrective action is necessary to repair or replace defective concrete surfaces.

EXCLUSION:
Deterioration caused by salt, chemicals, implements used, reactive aggregates and other factors beyond Builder's control.

CONDITION:
Excessive powdering or chalking of concrete surfaces.

PERFORMANCE STANDARD:
Excessive powdering or chalking of concrete surface is a deficiency, but should not be confused with normal surface dust that may accumulate for a short period after Home is occupied.

BUILDER/WARRANTOR RESPONSIBILITY:
Take corrective action necessary to treat, repair or resurface defective areas.

CONDITION:
Separation of brick or masonry edging from concrete slab and step.

PERFORMANCE STANDARD:
It is common for the joint to crack between concrete and masonry due to the dissimilarity of the materials. Cracks in excess of 1/4" are a deficiency.

BUILDER/WARRANTOR RESPONSIBILITY:
Grout crack fully and reset loose masonry where required. Replacement of masonry material, if required, shall match the existing as close as possible. Builder is not responsible for an exact color match.

CONDITION:
Cracking, settling, separation, or heaving of stoops, steps and garage floor.

PERFORMANCE STANDARD:
Stoops, decks, porches, steps, etc. shall not settle, heave, or separate in excess of one inch (1") from the structure. Cracks greater than 1/8" are unacceptable.

BUILDER/WARRANTOR RESPONSIBILITY:
Builder to take whatever corrective action is required to meet the construction standards, including surface patching.

CONDITION:
Chips and broken corners in concrete.

PERFORMANCE STANDARD:
Chips and broken corners will occur during construction. These chips and broken corners are unacceptable at completion of contract and should be noted at time of walk through.

BUILDER/WARRANTOR RESPONSIBILITY:
Properly patch chips and broken corners damaged, but only if noted at time of walk through.

CONDITION:
Different elevation between slabs (except steps).

PERFORMANCE STANDARD:
Vertical displacement between two slabs should not be a trip hazard (in excess of 1").

BUILDER/WARRANTOR RESPONSIBILITY:
Repair as required to provide even edges.

CONDITION:
Ponding or standing water on concrete surfaces.

PERFORMANCE STANDARD:
Water should drain from garages, patios, stoops, carports, walks and driveways. No standing water is permissible exceeding 1/16" on stoops, patios, carports, garages, and walks. Driveways shall not exceed 3/8". To check for standing water, flood the area and wait 30 minutes to check for ponding. NOTE: The time may vary due to the temperature of the air and surface.

BUILDER/WARRANTOR RESPONSIBILITY:
Take whatever corrective action is necessary to assure proper drainage.

2.2 PERFORMANCE AND CONTROL JOINTS

CONDITION:
Separation or movement of concrete slabs within the structure at construction and control joints.

PERFORMANCE STANDARD:
None. No Coverage

EXCLUSION:
Concrete slabs within the structure are designed to move at construction control joints and are not deficiencies.

HOMEOWNER RESPONSIBILITY:
Maintenance of all control joints.

may occur. Cracks 1/8" or more in width are deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:
Builder shall repair cracks larger than 1/8" in width by pointing and patching. Cracks exceeding 3/16" shall be investigated by Builder to determine the cause. Builder shall take the necessary steps to remove the cause and make repairs by pointing and patching, reinforcement or replacement of the defective courses.

3. MASONRY

3.1 UNIT MASONRY (BRICK, BLOCK AND STONE)

CONDITION:
Cracks in non-bearing or non-supporting walls.

PERFORMANCE STANDARD:
Small cracks running through masonry and mortar joints are not unusual. Cracks in excess of 1/8" in width are deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:
Repair non-structural shrinkage cracks in excess of 1/8" by pointing or patching. These repairs shall be completed toward the end of the warranty period to allow the Home to stabilize through expansion and contraction.

CONDITION:
Cracks in bearing or supporting masonry walls.

PERFORMANCE STANDARD:
Vertical or diagonal cracks which do not affect the structural integrity of masonry bearing walls are not unusual. Cracks in excess of 1/8" in width are deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:
Repair shrinkage cracks in excess of 1/8" by pointing or patching.

CONDITION:
Horizontal cracks in basement and foundation walls.

PERFORMANCE STANDARD:
Horizontal cracks in the joints of masonry walls

CONDITION:
Cracks in masonry walls or veneer above grade.

PERFORMANCE STANDARD:
Small cracks are common in mortar joints and masonry wall construction. Cracks in excess of 1/4" in width are deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:
Repair cracks and voids in excess of 1/4" by surface pointing. These repairs should be made toward the end of the first year of Warranty coverage to permit Home to stabilize and normal settlement to occur. Builder is not responsible for color variations between existing and new mortar, however, it shall be made to match as close as possible.

CONDITION:
Wall out of plumb, level or range.

PERFORMANCE STANDARD:
Masonry walls need not be exactly vertical, level or in range to be structurally sound. Tolerance should be within 1/2" of plumb for 8' vertical rise and no more than 3/4" of plumb in 16' vertical rise. Courses should be within 1/2" of level or range in 20' horizontally unless required to meet job site conditions.

BUILDER/WARRANTOR RESPONSIBILITY:
Make modifications where non-structural defects are indicated.

CONDITION:
Masonry columns are out of plumb or out of line.

PERFORMANCE STANDARD:
Masonry columns shall be plumb within 1/4" and in line within 1/4".

BUILDER/WARRANTOR RESPONSIBILITY:
 Make whatever corrections are necessary to bring columns into tolerance.

3.2 STUCCO / CEMENT PLASTER / CEMENTITIOUS FINISH

CONDITION:
 Cracking or spalling of stucco and cement plaster.

PERFORMANCE STANDARD:
 Hairline cracks in stucco or cement plaster are common especially if applied directly to masonry backup. Cracks greater than 1/8" in width of spalling of the finish surface are deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:
 Scrape out cracks and spalled areas. Fill with cement plaster or stucco to match finish and color as close as possible. NOTE: Builder is not responsible for failure to match color or texture, due to nature of material.

CONDITION:
 Stucco falling or chipping around window and door frames and weep screed.

PERFORMANCE STANDARD:
 Some chipping of these areas is normal.

BUILDER/WARRANTOR RESPONSIBILITY:
 Determine the cause and make any necessary repairs if beyond normal tolerances.

CONDITION:
 Applied stucco is too thin and wire lath is visible.

PERFORMANCE STANDARD:
 Wire lath shall not show through stucco (corneraide may be visible and is not considered a deficiency).

BUILDER/WARRANTOR RESPONSIBILITY:
 Builder shall make all appropriate repairs.

4. CARPENTRY

4.1 ROUGH CARPENTRY

CONDITION:
 Floors squeak, due to improper installation or loose sub-floors.

PERFORMANCE STANDARD:
 A large area of floor squeak which is noticeable, loud and objectionable is a defect.

EXCLUSION:
 Squeak-proof floor cannot be guaranteed, an isolated floor squeak is not a defect.

BUILDER/WARRANTOR RESPONSIBILITY:
 Correct the problem if caused by faulty construction within reasonable repair capability. Where a finished ceiling exists under the floor, the corrective work may be attempted from the floor side. Where necessary, remove the finish floor material to make the repair and reinstall or replace if damaged.

CONDITION:
 Uneven wood framed floors.

PERFORMANCE STANDARD:
 Floors which are more than 1/4" out of level within any 32" measurement when measured parallel to the floor joists are deficiencies. Floor slope within any room which exceeds 1/240 of the room width or length is a deficiency (that is, 10'0" wide room - not to exceed 1/2" out of level).

BUILDER/WARRANTOR RESPONSIBILITY:
 Correct or repair to meet the allowances at the above standard. NOTE: Depending on the finish surface, self leveling compounds shall be deemed an acceptable repair.

CONDITION:
 Bowed stud walls or ceilings.

PERFORMANCE STANDARD:
 All interior and exterior frame walls or ceilings have slight variations on the finish surfaces. Bowing should not be visible so as to detract from the finished surface. Walls or ceilings which are bowed more than 1/2" within a 36" horizontal or vertical measurement are deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:
 Exterior and interior frame walls or ceilings bowed in excess of the allowable standard shall

be corrected to meet the allowances of the above standard.

CONDITION:

Wood frame walls out of plumb.

PERFORMANCE STANDARD:

Wood frame walls which are out of plumb more than 1/2" in an 8' vertical measurement are a deficiency.

BUILDER/WARRANTOR RESPONSIBILITY:

Make necessary repairs to meet the allowable standard.

CONDITION:

Warping, checking or splitting of wood framing which affects its intended purpose is a deficiency.

PERFORMANCE STANDARD:

Minor warping, checking, or splitting of wood framing is common as the wood dries out and is not considered a deficiency. A condition which affects the integrity of the member or any applied surface material is a deficiency.

BUILDER/WARRANTOR RESPONSIBILITY:

Where a problem exists and the surface material is affected, Builder shall repair, replace or stiffen the frame member as required.

CONDITION:

Exterior sheathing and sub-flooring which delaminates or swells.

PERFORMANCE STANDARD:

Sheathing and sub-flooring delaminating or swelling on the side that the finish material has been applied is a deficiency. Some joint swelling may occur and is not a defect.

BUILDER/WARRANTOR RESPONSIBILITY:

Builder shall repair or replace sub-flooring or sheathing as required. Replacement of the finish materials, when necessary, shall be done to match the existing finish as closely as possible.

CONDITION:

Walls should be at 90 degree angle to each other, unless specified otherwise.

PERFORMANCE STANDARD:

Wall 10' in length shall not vary more than 1/2" from the perpendicular to the adjoining wall.

BUILDER/WARRANTOR RESPONSIBILITY:

Builder to make whatever modifications in appearance that are necessary.

CONDITION:

Twisted or warped interior and exterior posts and beams.

PERFORMANCE STANDARD:

Beams and posts should not twist more than 1/16" per foot of 4" X 12", descending ratio as follows:
 4" X 12" 1/16" twist per foot, 1 1/4" total allowable
 4" X 6" 1/31" twist per foot, 9/16" total allowable
 4" X 4" 1/40" twist per foot, 1/2" total allowable
 Warpage or twisting should not damage beam pockets or be cosmetically unpleasent.

BUILDER/WARRANTOR RESPONSIBILITY:

Make necessary repairs to correct the condition.

CONDITION:

Cracked interior finished beams.

PERFORMANCE STANDARD:

Cracks in finished interior beams which do not affect the structural strength are acceptable if patched or filled.

BUILDER/WARRANTOR RESPONSIBILITY:

Builder to make necessary repairs.

4.2 FINISH CARPENTRY

CONDITION:

Unsatisfactory quality of finished exterior trim and workmanship.

PERFORMANCE STANDARD:

Joints between exterior trim elements, and siding or masonry which are in excess of 3/8" are deficiencies. In all cases, the exterior trim abutting masonry siding shall be capable of performing its function to exclude the elements.

BUILDER/WARRANTOR RESPONSIBILITY:

Repair open joints and touch up finish coating where required matching existing as close as

possible. Caulk open joints between dissimilar materials. Repairs to be completed one time during the Warranty period.

CONDITION:

Unsatisfactory quality of finished interior trim and workmanship.

PERFORMANCE STANDARD:

Joints between moldings and adjacent surfaces which exceed 1/8" in width are defects.

BUILDER/WARRANTOR RESPONSIBILITY:

Trim material should fit, be square and be properly attached. Repair defective joints and touch up finish coating where required. Caulking is acceptable.

CONDITION:

Surface defects in finished woodwork and millwork such as checks, splits, and hammer marks.

PERFORMANCE STANDARD:

Finished woodwork and millwork is to be smooth and without surface marks. Finished surfaces which fall beyond what is reasonably expected in the industry (visible from a distance of five (5) feet under natural light) are deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:

Correct repairable defects; sanding, filing, or puttying is acceptable to return the surface to its original condition. Replace material not repairable, refinish and restore to match surrounding surfaces.

CONDITION:

Exposed nail heads in woodwork.

PERFORMANCE STANDARD:

Material used to fill nail holes has a tendency to shrink and dry up after a period of time and is not considered a deficiency. Nail holes which have not been filled on finished painted wood work are deficiencies.

EXCLUSION:

Nail holes do not have to be filled where the surface finish is not conducive or so designed to have nail holes filled because of the product.

BUILDER/WARRANTOR RESPONSIBILITY:

Fill nail holes where required and if necessary touch up paint, stain, or varnish to match.

5. THERMAL AND MOISTURE PROTECTION

5.1 WATERPROOFING

CONDITION:

Leaks in basement or in foundation/crawlspace.

PERFORMANCE STANDARD:

Leaks resulting in actual trickling of water through the walls or seeping through the floor are deficiencies.

EXCLUSION:

Leaks caused by landscaping, improperly installed by the homeowner, or failure by the homeowner to maintain proper grades are excluded from Warranty coverage. Dampness in basement and foundation walls or in concrete basement and crawlspace floors is often common to new construction and is not a deficiency.

BUILDER/WARRANTOR RESPONSIBILITY:

Take such action as is necessary to correct basement and crawlspace leaks, except where the cause is determined to be the result of homeowner negligence. Where a sump pit has been installed by Builder in the affected area but the sump pump was not contracted for or installed by Builder, no action is required until a properly sized pump is installed by the homeowner in an attempt to correct the condition. Should the condition continue to exist, then Builder shall take necessary action to correct the problem.

5.2 INSULATION

CONDITION:

Insufficient insulation.

PERFORMANCE STANDARD:

Insulation which is not installed around all habitable areas in accordance with established local industry or government standards is a deficiency.

BUILDER/WARRANTOR RESPONSIBILITY:

Builder shall install insulation of sufficient

thickness and characteristics to meet the local industry or government standards. In the case of dispute, cost for investigating the sufficiency of insulation and restoring areas to prior condition is to be borne by the homeowner if it is found that the standard has been met by Builder.

5.3 LOUVERS AND VENTS

CONDITION:
Insufficient attic and crawlspace ventilation.

PERFORMANCE STANDARD:
Attics and crawlspaces which are not adequately vented to industry or local government standards and cause moisture to accumulate resulting in damage to supporting members or insulation are deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:
Builder shall install properly sized louvers or vents to correct deficiencies.

CONDITION:
Leaks due to snow or driven rain through louvers and vents.

PERFORMANCE STANDARD:
Improperly installed louvers and vents that permit entry of the elements are considered deficiencies.

EXCLUSION:
Properly installed louvers or vents may at times allow penetration of rain or snow under strong wind conditions and are not deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:
Take necessary steps to eliminate penetration of rain or snow under normal conditions if it is determined the installation was improper.

5.4 EXTERIOR SIDING

CONDITION:
Delamination, splitting or deterioration of exterior manufactured siding (Hardboard type product).

PERFORMANCE STANDARD:
Exterior siding which delaminates, splits or deteriorates is a deficiency. NOTE: Wood siding

like cedar or cypress will split, check, shrink and cup.

BUILDER/WARRANTOR RESPONSIBILITY:
Repair/replace only the damaged siding unless condition was the result of homeowner neglect or lack of maintenance. Siding to match the original as close as possible, however, the homeowner should be aware that the new finish may not exactly match the original surface texture or color.

CONDITION:
Loose or fallen siding.

PERFORMANCE STANDARD:
All siding which is not installed properly, which causes same to come loose or fall off, is a deficiency. This includes siding which does not match the stud layout or is not nailed per manufacturer's specifications.

BUILDER/WARRANTOR RESPONSIBILITY:
Reinstall or replace siding and make it secure.

EXCLUSION:
Accidental loss, like power washing or damage from acts of nature such as, but not limited to: fire, explosion, smoke, water escape, windstorm (in excess of 50 mph), hail, lightning, falling trees, aircraft, vehicles, flood, and earthquake.

CONDITION:
Bulging siding.

PERFORMANCE STANDARD:
Siding should be straight and flat within 1/2" in 36" and securely nailed.

BUILDER/WARRANTOR RESPONSIBILITY:
Builder shall correct as necessary.

5.5 ROOFING

CONDITION:
Roof or flashing leaks.

PERFORMANCE STANDARD:
Roof or flashing leaks that occur under normal weather conditions are deficiencies.

EXCLUSION:

Where cause of leaks is determined to result from severe weather conditions such as ice and snow build-up, high winds and driven rains, or homeowner negligence, such leaks are not deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:

Correct any roof or flashing leaks which are verified to have occurred under normal weather conditions.

CONDITION:

Lifted, curled or torn roof shingles.

PERFORMANCE STANDARD:

Roof shingles which lift or curl during the first year of Warranty coverage or tear loose during normal weather conditions are deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:

Repair or replace lifted, curled or torn shingles.

EXCLUSION:

Accidental loss or damage from acts of nature such as, but not limited to: fire, explosion, smoke, water escape, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood and earthquake.

CONDITION:

Standing water on built-up roofs.

PERFORMANCE STANDARD:

A properly pitched built-up roof is to drain water except for minor ponding. Dead flat roofs will retain a certain amount of water. Excessive ponding of water which causes leaking of the built-up roof is a deficiency.

BUILDER/WARRANTOR RESPONSIBILITY:

Repair all leaks due to or caused by standing water.

EXCLUSION:

Standing or ponding water is not considered a deficiency (1/2" is okay if water dries within 48 hours).

5.5.1 ASPHALT AND FIBERGLASS COMPOSITION ROOFS

CONDITION:

Too much exposure.

PERFORMANCE STANDARD:

Tabs should cover the top of water course on shingle in preceding course.

BUILDER/WARRANTOR RESPONSIBILITY:

Builder shall remove and replace improperly installed roof area.

CONDITION:

Uneven, irregular or crooked lines.

PERFORMANCE STANDARD:

Lines should be reasonably straight and courses even in width per local standards.

BUILDER/WARRANTOR RESPONSIBILITY:

Builder shall make the appropriate repairs or replace improperly laid roof area.

CONDITION:

Fish mouths and/or curling.

PERFORMANCE STANDARD:

Curling and/or fish mouths are deficiencies. Condition may be repaired if not widespread (in excess of 20% of the roof area).

BUILDER/WARRANTOR RESPONSIBILITY:

Builder to make the appropriate repairs.

CONDITION:

Improper nailing.

PERFORMANCE STANDARD:

Shingles shall be nailed per the approved manufacturer's recommended nailing schedule.

BUILDER/WARRANTOR RESPONSIBILITY:

Builder to make repairs, excessive nailing (more than 6 per shingle) may require shingle replacement.

CONDITION:

Crooked ridges, hips and valleys.

PERFORMANCE STANDARD:

Ridges, hips and valleys should be straight and neat.

BUILDER/WARRANTOR RESPONSIBILITY:
 Builder to make necessary repairs.

CONDITION:
 Roof is not of a uniform color or texture due to shingle replacements.

PERFORMANCE STANDARD:
 Shingle replacements within the first year of installation due to faulty materials or a workmanship deficiency may not exceed 20% of the entire roof area.

BUILDER/WARRANTOR RESPONSIBILITY:
 Contractor shall remove entire roof and install a new roof.

5.5.2 TILE ROOFS

CONDITION:
 Roof or flashing leaks.

PERFORMANCE STANDARD:
 Roofs should not leak under normally anticipated conditions, except high wind-driven rain or homeowner negligence.

BUILDER/WARRANTOR RESPONSIBILITY:
 Builder to determine cause and repair.

CONDITION:
 Loose or falling field, ridge-hip and rake tiles.

PERFORMANCE STANDARD:
 Tiles shall be secured per the approved manufacturer's recommended schedule.

BUILDER/WARRANTOR RESPONSIBILITY:
 Remove improperly installed articles and insure proper installation per the manufacturer's recommendations.

CONDITION:
 Wood nailer is visible under the tiles.

PERFORMANCE STANDARDS
 Visible wood nailer is a deficiency.

BUILDER/WARRANTOR RESPONSIBILITY:
 Builder to remove the tiles and correct.

CONDITION:
 Chipped and broken tiles.

PERFORMANCE STANDARD:
 Chips no larger than 1" in diameter are acceptable unless excessive in number. Broken and cracked tiles are not acceptable.

BUILDER/WARRANTOR RESPONSIBILITY:
 Builder shall replace affected tiles. The damage must be reported within 30 days of closing.
NOTE: Builder will not be held responsible if damage was caused by homeowner or homeowner's contract labor.

CONDITION:
 Color variation.

PERFORMANCE STANDARD:
 Color should remain reasonably close.

BUILDER/WARRANTOR RESPONSIBILITY:
 Remove and replace tile that does not blend or match reasonably close. **NOTE:** It is understood that color variations may occur between batches of material and Builder will not be responsible for an exact color match.

5.6 SEALANTS

CONDITION:
 Water or air leaks in exterior walls due to improperly installed caulking.

PERFORMANCE STANDARD:
 Joints and cracks in exterior wall surfaces and around openings which are not properly caulked to exclude the entry of water or excessive drafts are a deficiency.

BUILDER/WARRANTOR RESPONSIBILITY:
 Repair and/or caulk joints or cracks in exterior wall surfaces as required to correct deficiency one time during the first year of Warranty coverage.

HOMEOWNER RESPONSIBILITY:
 Maintain caulking once the condition is corrected.

5.7 SHEET METAL

CONDITION:

Gutters and downspouts leak.

PERFORMANCE STANDARD:

Gutters and downspouts which leak are deficiencies. Gutters which are improperly pitched to drain water are deficiencies.

EXCLUSION:

Standing water in gutters in excess of 1" in depth is a deficiency.

BUILDER/WARRANTOR RESPONSIBILITY:

Repair leaks and pitch gutters to drain properly to meet standard.

HOMEOWNER RESPONSIBILITY:

Responsible to keep gutters and downspouts free from leaves and debris to prevent overflow.

deficiencies. Lock bolt is to fit the keeper to maintain a closed position.

BUILDER/WARRANTOR RESPONSIBILITY:

Adjust door and keeper to operate freely one time only during the Warranty period.

CONDITION:

Door panels shrink and expose bare wood.

PERFORMANCE STANDARD:

Door panels will shrink due to the nature of the material, exposed bare wood edges are not deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:

None. NOTE: Doors that are painted black are not warrantable.

CONDITION:

Door panels split.

PERFORMANCE STANDARD:

Door panels that have split to allow light to be visible through the door are deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:

If light is visible, fill crack and finish panel to match as close as possible. Correct one time during first year of Warranty coverage. If panel cannot be repaired, the panel or the door itself shall be replaced and finished to match original as close as possible. Builder is not responsible for an exact match.

CONDITION:

Bottom of doors rub on carpet surface.

PERFORMANCE STANDARD:

Doors should not rub or disturb carpet installed by Builder, the bottom of the doors which rub or disturb the carpet are deficiencies.

EXCLUSION:

Where carpet is selected by the homeowner and not installed by Builder, the homeowner is responsible for any additional door undercutting.

BUILDER/WARRANTOR RESPONSIBILITY:

Undercut/trim doors as required.

6. DOORS AND WINDOWS

6.1 DOORS: INTERIOR AND EXTERIOR

CONDITION:

Warpage of interior or exterior doors.

PERFORMANCE STANDARD:

Interior and exterior doors that warp so as to prevent normal closing and fit are deficiencies. The maximum allowable warpage of an interior door is 1/4" when measured from top to bottom vertically or diagonally.

BUILDER/WARRANTOR RESPONSIBILITY:

Repair or replace as may be required. New doors to be refinished to match the original as close as possible. NOTE: It is understood that color variations may occur because of time, sun exposure, etc. and Builder will not be responsible for an exact color match.

CONDITION:

Door binds against jamb or head of frame. Does not lock.

PERFORMANCE STANDARD:

Passage doors that do not open and close freely without binding against the door frame are

CONDITION:
Excessive opening at the bottom of interior doors.

PERFORMANCE STANDARD:
Passage doors from room to room that have openings/gaps between the bottom of the door and the floor finish material in excess of 1 1/2" are deficiencies. Closet doors having an opening/gap in excess of 2" is a deficiency.

BUILDER/WARRANTOR RESPONSIBILITY:
Make necessary adjustment or replace door to meet the construction standard.

6.2 GARAGE DOORS (ATTACHED GARAGE)

CONDITION:
Garage door fails to operate or fit properly.

PERFORMANCE STANDARD:
Garage doors that do not operate and fit the door opening within the manufacturer's installation tolerances are deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:
Make necessary adjustments to meet the manufacturer's installation tolerances.

EXCLUSIONS:
No adjustment is required when cause is determined to result from homeowner actions or someone other than Builder's subcontractors' installation of an electric door opener. **NOTE:** Garage doors are not intended to be weather-stripped or weathertight. Some entrance of the elements can be expected under heavy weather conditions and is not considered a deficiency.

6.3 WOOD, PLASTIC AND METAL WINDOWS

CONDITION:
Malfunction of windows or broken glass.

PERFORMANCE STANDARD:
Windows which do not operate in conformance with manufacturer's design standards are deficiencies. Broken glass must be reported to the Builder at the time of the walk through.

BUILDER/WARRANTOR RESPONSIBILITY:
Consult with manufacturer when necessary and make necessary adjustments

7. FINISHES

7.1 LATH AND PLASTER

CONDITION:
Cracks in plaster wall and ceiling surfaces.

PERFORMANCE STANDARD:
Noticeable cracks in plaster wall and ceiling surfaces of more than 1/8" are deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:
Builder shall repair cracks that are greater than 1/8" in width and touch up paint to match as close as possible, one time only. Such conditions should be reported near the end of the first year of Warranty coverage to allow for normal expansion and contraction in the Home.

7.2 GYPSUM WALLBOARD

CONDITION:
Defects caused by improper installation which may be manifested as cracks over door and window frames, over archways, blisters in tape, excess compound in joints, exposed corner beads, nail pops, or trowel marks.

PERFORMANCE STANDARD:
Slight defects such as nail pops, seam lines and cracks are common to gypsum wallboard installation. Blisters in tape, cracks over door and window frames and over archways, in excess of 1/8" in width, excessive joint compound, trowel marks, nail popping and exposed corner beads are deficiencies, but only when readily seen by visual inspection at a minimum distance of six (6) feet under normal light conditions and without artificial light placement. Nail pops are a defect only when there are signs of spackle compound cracking or falling away.

BUILDER/WARRANTOR RESPONSIBILITY:
Builder shall correct such defects to performance standards and repaint areas one time only to match as close as possible. Where excessive repair has been made, the entire area shall be painted. Such conditions shall be reported near

the end of the first year of Warranty coverage to allow for normal expansion and contraction of the Home.

EXCLUSION:

Depressions or slight mounds at nail heads are not considered deficiencies. NOTE: Builder is not responsible to repaint or repair with homeowner's custom colors.

CONDITION:

Drywall cracks.

PERFORMANCE STANDARD:

Cracks not exceeding 1/8" in width are common in gypsum wallboard installations and are considered acceptable.

BUILDER/WARRANTOR RESPONSIBILITY:

Builder will repair only cracks exceeding 1/8" in width, one time only, during the first year of the Warranty period.

7.3 HARD SURFACE FLOORING

(FLAGSTONE, MARBLE, SLATE, CERAMIC TILE, ETC.)

CONDITION:

Floor cracks or becomes loose.

PERFORMANCE STANDARD:

Ceramic tile, flagstone, or similar hard surfaced sanitary flooring which cracks or becomes loose is a defect. Subfloor and wallboard are required to be structurally sound, rigid, and suitable to receive finish, one time only, during the first year of the Warranty period.

BUILDER/WARRANTOR RESPONSIBILITY:

Builder shall replace, reset, or correct the cracked or loose finish material, one time only, during the first year of the Warranty period.

EXCLUSION:

Cracking and loosening of flooring caused by the homeowner's negligence is not a deficiency. Builder is not responsible for slight color, veining, and pattern variations or discontinued patterns of the manufacturer. Builder shall not be required to replace the entire finish when the new material consists of less than 25% of the

finish area. NOTE: Each of the above flooring products will have different characteristics and the Builder can not be responsible for an exact match. The Builder will try to match the product type whenever possible but will not guarantee that variations will not occur.

CONDITION:

Cracks appear in grouting of ceramic tile joints or at junctions with other material such as a bathtub, shower, or a countertop.

PERFORMANCE STANDARD:

Cracks in grouting of ceramic tile joints are deficiencies. Regrouting/caulking of these cracks is a maintenance responsibility of the homeowner after the Builder has regrouted/caulked, one time only, during the first year of the Warranty period.

BUILDER/WARRANTOR RESPONSIBILITY:

Builder shall repair grouting as necessary one time only within the first year of the Warranty coverage.

EXCLUSION:

Open cracks or loose grouting, where the wall surface abuts the flashing lip at a tub, shower basin, or countertop are considered homeowner maintenance and any resultant damage to other finish surfaces due to leaks, etc. are not considered deficiencies.

CONDITION:

Crooked, improperly cut or unevenly set tile.

PERFORMANCE STANDARD:

American National Standard Specifications for the Installation of Ceramic Tile or equal.

BUILDER/WARRANTOR RESPONSIBILITY:

Builder to make the necessary repairs per the standards.

CONDITION:

Hollow sounding tile.

PERFORMANCE STANDARD:

Acceptable if not extensive (less than 15% of the area) and tile is solidly bonded.

BUILDER/WARRANTOR RESPONSIBILITY:
 Repair or replace by appropriate methods.

7.4 FINISHED FLOORING

CONDITION:
 Nail pops appear on the surface of resilient flooring.

PERFORMANCE STANDARD:
 Readily apparent nail pops are deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:
 Builder shall correct nail pops that have caused damage to the floor material and repair or replace damaged floor covering in the affected area. Builder is not responsible for discontinued patterns or color variations in the floor covering, homeowner neglect or abuse, nor installations performed by others.

CONDITION:
 Depressions or ridges appear in the resilient flooring due to sub-floor irregularities.

PERFORMANCE STANDARD:
 Readily apparent depressions or ridges exceeding 1/8" are a deficiency. The ridge or depression measurement is taken as the gap created at one end of a 6" straight edge placed over the depression or ridge with 3" on one side of the defect held tightly to the floor.

BUILDER/WARRANTOR RESPONSIBILITY:
 Builder shall take required action to bring the deficiency within acceptable tolerances so as to be not readily visible. Builder is not responsible for discontinued patterns or color variations in the floor covering, homeowner neglect or abuse, nor installations performed by others.

CONDITION:
 Resilient flooring or base loses adhesion.

PERFORMANCE STANDARD:
 Resilient flooring or base that lifts, bubbles, or becomes unglued is a deficiency.

BUILDER/WARRANTOR RESPONSIBILITY:
 Builder shall repair or replace resilient flooring or base as required. Builder is not responsible for discontinued patterns or color variations in the

floor covering, homeowner neglect or abuse, nor installations performed by others.

CONDITION:
 Seams or shrinkage gaps show at resilient flooring joints.

PERFORMANCE STANDARD:
 Gaps in excess of 3/32" in width in resilient floor covering joints are deficiencies. Where dissimilar materials abut, a gap in excess of 1/8" is a deficiency.

BUILDER/WARRANTOR RESPONSIBILITY:
 Builder shall take required action to correct the cause of the deficiency and meet performance standards. Builder is not responsible for discontinued patterns or color variations of floor covering.

7.5 FINISHED WOOD FLOORING

CONDITION:
 Knot pops, open joints or cracks in wood flooring.

PERFORMANCE STANDARD:
 Knot pops, open joints or cracks in floor boards of finished wood flooring which exceed manufacturer's quality standards of the wood flooring grade are considered deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:
 Builder shall determine the cause for deficiencies and correct. For repairable deficiencies, repair cracks by filling and refinishing to match the wood surface as closely as possible. For non-repairable deficiencies, replace and finish affected area to match remaining flooring as closely as possible.

7.6 PAINTING

CONDITION:
 Knot and wood stains appear through paint on exterior.

PERFORMANCE STANDARD:
 Excessive knot and wood stains which bleed through the paint are deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:
 Builder shall seal affected areas where excessive bleeding of knots and stains appear and touch-up with original material color to match as closely as possible one time during the Warranty period.
NOTE: It is understood that color variations may occur because of material, time, sun exposure, and light conditions and Builder can not be responsible for an exact color match.

CONDITION:
 Exterior paint or stain peels or deteriorates.

PERFORMANCE STANDARD:
 Exterior paints or stains that peel or deteriorate during the first year of ownership are deficiencies.

EXCLUSION:
 Fading, however, is normal and subject to the orientation of painted surfaces to the climactic conditions which may prevail in the area. Fading is not a deficiency. Doors that have a varnish finish are only the Builder's responsibility for the first six (6) months after occupancy. It will be the homeowner's responsibility to maintain the doors after the initial six (6) month period.

BUILDER/WARRANTOR RESPONSIBILITY:
 Builder shall properly prepare and refinish affected areas, if readily seen by visual inspection at a minimum distance of six (6) feet under normal light conditions and without artificial light placement and will match color as closely as possible. Where finish repairs affect the majority of the surface areas, the whole areas should be refinished. The warranty on the newly repainted surfaces will not extend beyond the original Warranty period.

CONDITION:
 Painting required as corollary repair because of other work.

PERFORMANCE STANDARD:
 Necessary repair of a painted surface under this Warranty is to be refinished to match surrounding areas as closely as possible.

BUILDER/WARRANTOR RESPONSIBILITY:
 Builder shall refinish repaired areas to meet the standard as required.

CONDITION:
 Mildew or fungus forms on painted or factory finished surfaces.

PERFORMANCE STANDARD:
 Mildew or fungus that forms on a painted or factory finished surface when the surface is subject to various exposures (that is ocean, lake, riverfront, heavily wooded areas or mountains) is not a deficiency. This is a condition that the Builder cannot control and is a homeowner maintenance responsibility.

BUILDER/WARRANTOR RESPONSIBILITY:
 None.

CONDITION:
 Deterioration of varnish or lacquer finishes.

PERFORMANCE STANDARD:
 Natural finish on interior woodwork which deteriorates in the first year of the Warranty period is a deficiency.

EXCLUSION:
 Varnish-type finishes on exterior surfaces will deteriorate rapidly and are not covered by the Warranty.

BUILDER/WARRANTOR RESPONSIBILITY:
 Builder shall refinish affected areas of interior woodwork, matching the color as closely as possible.

CONDITION:
 Interior paint coverage.

PERFORMANCE STANDARD:
 Interior paint not applied in a manner sufficient to visually cover wall, ceiling and trim surfaces or not applied to the mill thickness per the manufacturer's recommendations is a deficiency.

BUILDER/WARRANTOR RESPONSIBILITY:
 Builder shall repaint wall, ceiling or trim surfaces where inadequate paint has been applied if readily seen by visual inspection at a minimum distance of six (6) feet. The area inspected shall be seen under normal light conditions and without artificial light placement. If repainted, color to match as closely as possible. Where a large area is affected the entire surface shall be repainted.

CONDITION:
Paint splatters and smears on finished surfaces.

PERFORMANCE STANDARD:
Paint stains on porous surfaces which are excessive, that detract from the finish, and which cannot be removed by normal cleaning methods, unless reported on the walk-through inspection report, are not considered deficiencies.

EXCLUSION:
Minor paint splatter and smears on impervious surfaces which cannot be easily removed are considered to be homeowner maintenance items and are not deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:
Builder shall remove paint stains without affecting the finish of the material, or replace the damaged surface if stain cannot be removed.

CONDITION:
Paint missing from exterior doors.

PERFORMANCE STANDARD:
All six (6) sides of exterior doors must be sealed.

BUILDER/WARRANTOR RESPONSIBILITY:
Builder to insure the tops, sides, front, back, and bottom of all exterior doors have been properly sealed.

CONDITION:
Wrought iron rust.

PERFORMANCE STANDARD:
All wrought iron material is susceptible to rust but should be free of rust during the one year warranty period.

BUILDER/WARRANTOR RESPONSIBILITY:
Insure that all wrought iron material has been properly sealed and painted.

7.7 WALL COVERING

CONDITION:
Peeling of wall covering installed by Builder.

PERFORMANCE STANDARD:
Peeling of wall covering is a deficiency, unless it

is due to the homeowner's action or negligence.
BUILDER/WARRANTOR RESPONSIBILITY:
Builder shall repair or replace defective wall covering.

CONDITION:
Mismatching in wall covering pattern.

PERFORMANCE STANDARD:
Mismatching wall covering pattern over a large area that severely detracts from its intended purpose due to poor workmanship is a deficiency.

BUILDER/WARRANTOR RESPONSIBILITY:
Builder shall remove mismatched wall covering and replace. Builder is not responsible for discontinued patterns or variations in color.

CONDITION:
Lumps and ridges and nail pops in wallboard which appear after the homeowner has wall covering installed by others.

PERFORMANCE STANDARD:
None.

EXCLUSION:
The homeowner shall insure that the surface to receive wall covering is suitable and assumes full responsibility should lumps, ridges and nail pops occur at a later date.

BUILDER/WARRANTOR RESPONSIBILITY:
None.

7.8 CARPETING

CONDITION:
Seams in carpet

PERFORMANCE STANDARD:
Seams in carpeting that separate due to improper installation are deficiencies.

EXCLUSION:
Carpeting material is not covered under this Warranty (covered by manufacturer).

BUILDER/WARRANTOR RESPONSIBILITY:
Builder shall correct to eliminate the separation.

CONDITION:

Carpeting comes loose or excessive (15% of the floor area) stretching occurs.

PERFORMANCE STANDARD:

Wall to wall carpeting installed as the primary floor covering, when stretched and properly secured, should not come up, become loose, separate, or stretch excessively at the point of attachment. If the carpeting comes loose it is a deficiency.

EXCLUSION:

Stretching that may occur in the carpeting is subject to the quality and surface over which it is laid and is not a deficiency.

BUILDER/WARRANTOR RESPONSIBILITY:

Builder shall secure loose carpeting one time during the first year of Warranty coverage.

CONDITION:

Spots on carpet, minor fading.

PERFORMANCE STANDARD:

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

BUILDER/WARRANTOR RESPONSIBILITY:

None. Spots are not covered unless a mill defect. Fading caused by light is not a defect.

8. SPECIALTIES

8.1 FIREPLACES

CONDITION:

Fireplace or chimney does not draw properly, causing smoke to enter Home.

PERFORMANCE STANDARD:

A properly designed and constructed fireplace or chimney is to function as intended. It is normal to expect that high winds can cause temporary negative draft situations. Similarly, negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney. In addition, the physical location of the fireplace or its relationship to adjoining walls and roof may cause negative draft conditions. In some cases, it may be necessary to open a nearby

window slightly to create an effective draft. Since negative draft conditions could be temporary, it may be necessary for the homeowner to substantiate the problems to Builder by constructing a fire so the condition can be observed.

BUILDER/WARRANTOR RESPONSIBILITY:

If the malfunction is based upon improper construction of the fireplace, then Builder will correct the problem.

EXCLUSION:

When it is determined that the fireplace is properly designed and constructed, but still malfunctions due to natural causes beyond Builder's control, Builder is not responsible.

CONDITION:

Chimney separation from structure to which it is attached.

PERFORMANCE STANDARD:

Newly built fireplaces will often incur slight amounts of separation. Separation which exceeds 1/2" from the main structure in any ten (10) foot vertical measurement is a deficiency.

BUILDER/WARRANTOR RESPONSIBILITY:

Builder shall correct. Caulking or grouting is acceptable up to 1/2" displacement.

CONDITION:

Cracked firebrick and mortar joints.

PERFORMANCE STANDARD:

None. Heat and flame could cause cracks to occur in the firebox, firebrick and mortar joints.

BUILDER/WARRANTOR RESPONSIBILITY:

None. The homeowner should "season" the firebox prior to building a fire.

9. EQUIPMENT

9.1 KITCHEN CABINETS AND VANITIES

CONDITION:

Kitchen or vanity cabinet door and drawers malfunction.

PERFORMANCE STANDARD:
Cabinet doors, drawers and other operating parts should function as designed.

BUILDER/WARRANTOR RESPONSIBILITY:
Builder shall repair or replace operating parts.

CONDITION:
Surface cracks and delaminations in high pressure laminates of vanity and kitchen cabinet countertops.

PERFORMANCE STANDARD:
Countertops fabricated with high pressure laminate coverings that delaminate or have surface cracks or joints exceeding 1/16" between sheets are considered deficiencies. A separation between the laminated plastic backsplash and wall shall not exceed 1/4".

BUILDER/WARRANTOR RESPONSIBILITY:
Builder shall repair or replace laminated surface covering having cracks or joints exceeding the allowable width.

CONDITION:
Warping to kitchen and vanity cabinet door and drawer fronts.

PERFORMANCE STANDARD:
Warpage that exceeds 1/8" in 30" as measured from the face of the cabinet frame to the furthest point of warpage on the drawer or door front in a closed position is a deficiency.

BUILDER/WARRANTOR RESPONSIBILITY:
Builder shall correct or replace door or drawer front as required.

CONDITION:
Gaps between cabinets, ceiling and walls.

PERFORMANCE STANDARD:
Countertops, splash boards, base and wall cabinets are to be securely mounted. Gaps in excess of 1/4" between wall and ceiling surfaces are a deficiency. All horizontal or vertical surfaces are to be installed true and plumb. Doors shall be within 1/8" of a horizontal line.

BUILDER/WARRANTOR RESPONSIBILITY:
Builder shall make necessary adjustment of

cabinets and countertop or close gap by means of molding suitable to match the cabinet or countertop finish, or as closely as possible; or other acceptable means.

CONDITION:
Color of cabinet doors, stiles, or drawers do not match.

PERFORMANCE STANDARD:
Cabinet doors, stiles, and drawer color should match.

BUILDER/WARRANTOR RESPONSIBILITY:
Since natural wood is used in the construction of cabinets and because wood grains and shades are never the same, there may be slight color variations in the finished product, this condition is not considered a deficiency. NOTE: Natural light can also cause the stains to fade or yellow after a period of time.

10. MECHANICAL SYSTEMS

10.1 PLUMBING

CONDITION:
Faucet, valve or pipe leak.

PERFORMANCE STANDARD:
A valve, faucet or pipe leak due to defective material or improper installation is a deficiency and is covered only during the first year of the Warranty. Condensation on piping does not constitute a leak.

EXCLUSION:
Leakage caused by worn or defective washers or seals are a homeowner maintenance item.

BUILDER/WARRANTOR RESPONSIBILITY:
Builder shall repair or replace the leaking faucet or valve.

CONDITION:
Defective plumbing fixture, appliances or trim fittings.

PERFORMANCE STANDARD:
Fixtures, appliances, or fittings are to be judged according to the manufacturer's standards as to use and operation and are covered only during

the first year of the Warranty. Any chipping or cracking of porcelain or fiberglass may be considered a defect but will not be repaired unless reported to Builder during the walk through prior to occupancy.

BUILDER/WARRANTOR RESPONSIBILITY:
 Builder shall replace or repair any fixture or fitting which is outside of acceptable standards as defined by the manufacturer.

10.2 WATER SUPPLY

CONDITION:
 Staining of plumbing fixtures due to high iron content in water.

PERFORMANCE STANDARD:
 High iron content in the water supply system will cause staining of plumbing fixtures.

BUILDER/WARRANTOR RESPONSIBILITY:
 None. Maintenance and treatment of the water is the homeowner’s responsibility.

CONDITION:
 Noisy water pipes.

PERFORMANCE STANDARD:
 Some noise can be expected from the water pipe system, due to the flow of water. “Water hammer” in the supply system is a deficiency and is covered only during the first year of the Warranty period.

BUILDER/WARRANTOR RESPONSIBILITY:
 Builder shall correct to eliminate “water hammer.”

EXCLUSION:
 Noises due to the water flow and pipe expansion are not considered deficiencies.

10.3 HEATING AND AIR CONDITIONING

CONDITION:
 Inadequate heat.

PERFORMANCE STANDARD:
 A heating system shall be capable of producing an inside temperature of at least 70 degrees

Fahrenheit as measured in the center of the room at a height of five (5) feet above the floor under local outdoor winter design conditions. **NOTE FOR HEATING:** There may be periods when the outdoor temperature falls below the design temperature, thereby lowering the temperature in the Home. Orientation of Home and location of rooms will also provide a temperature differential, especially when the heating system is controlled by a single thermostat for one or more floor levels.

BUILDER WARRANTOR RESPONSIBILITY:
 Builder shall correct heating system as required to provide the required temperatures if a deficiency exists. Builder shall balance dampers, registers, and make minor adjustments one time only during the first year of Warranty coverage.

CONDITION:
 Inadequate cooling.

PERFORMANCE STANDARD:
 When air conditioning is provided, the cooling system is to be capable of maintaining a temperature of 78 degrees Fahrenheit as measured in the center of each room at height of five feet above the floor, under local outdoor summer design conditions. **NOTE FOR AIR CONDITIONING:** There may be periods when the outdoor temperature rises above the design temperatures, thereby raising the temperature in the Home. When the outside temperature rises above 95 degrees, the inside temperature may only be approximately 15 degrees different. In Las Vegas, Nevada, and Phoenix, Arizona, the inside temperature difference may be 30 degrees. Orientation of Home and location of rooms will also provide a temperature differential, especially when the air conditioning system is controlled by a single thermostat for one or more levels.

BUILDER/WARRANTOR RESPONSIBILITY:
 Correct cooling system to meet the local design requirements during the first year of Warranty period. The homeowner shall be responsible for balancing dampers, registers and other minor adjustments after the initial setup. **NOTE:** Both heating and cooling limits may be controlled by federal, state or local energy code requirements, and shall supersede this construction standard where such codes have been locally adopted.

CONDITION:
Ductwork and heating piping installed in uninsulated area.

PERFORMANCE STANDARD:
Ductwork and heating pipes installed in uninsulated crawlspaces, garages or attics are to be insulated. Basements are not "uninsulated areas," and no insulation is required.

BUILDER/WARRANTOR RESPONSIBILITY:
Builder shall install required insulation.

CONDITION:
Condensate line clog up.

PERFORMANCE STANDARD:
Condensate line can clog under normal conditions.

BUILDER/WARRANTOR RESPONSIBILITY:
Builder shall provide clean and unobstructed lines at time of occupancy.

HOMEOWNER RESPONSIBILITY:
Continued operation of drain line is a homeowner maintenance item.

CONDITION:
Improper mechanical operation of evaporative cooling system.

PERFORMANCE STANDARD:
Equipment shall be installed per manufacturer's design specifications.

BUILDER/WARRANTOR RESPONSIBILITY:
Builder shall correct and adjust so that blower and water system operate as designed.

CONDITION:
Ductwork noisy and oil-canning.

PERFORMANCE STANDARD:
Noise in ductwork may occur for a brief period when heating or cooling begins to function and is not considered a deficiency. Oil-canning, booming noise in the ducts, on the other hand is not acceptable.

BUILDER/WARRANTOR RESPONSIBILITY:
Builder shall correct to eliminate unacceptable levels of noise in the ductwork.

11. ELECTRICAL SYSTEM

11.1 SWITCHES AND RECEPTACLE

CONDITION:
Fuses blow, or circuit breakers kick out.

PERFORMANCE STANDARD:
Fuses and circuit breakers which deactivate under normal usage, when reset or replaced are a deficiency.

BUILDER/WARRANTOR RESPONSIBILITY:
Builder shall check all wiring and replace wiring or breaker if it does not perform adequately or is defective.

CONDITION:
Drafts from electrical outlets.

PERFORMANCE STANDARD:
The electrical junction box on exterior walls may produce a slight air flow whereby the cold air can be drawn through the outlet into a room. This is normal in new home construction.

BUILDER/WARRANTOR RESPONSIBILITY:
None.

CONDITION:
Malfunction of electrical outlets, switches or fixtures.

PERFORMANCE STANDARD:
All switches, fixtures and outlets which do not operate as intended are considered deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:
Builder shall repair or replace defective switches, fixtures and outlets.

11.2 SERVICE AND DISTRIBUTION

CONDITION:
Ground fault interrupter trips frequently.

PERFORMANCE STANDARD:

Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These devices are sensitive and can be tripped very easily. Ground fault outlets which do not operate as intended are considered deficiencies.

BUILDER/WARRANTOR RESPONSIBILITY:

Builder shall replace the device if defective during the first year of the Warranty.

BEAZER HOMES – PERFORMANCE QUALITY STANDARDS

Items Covered for the First Two Years

10. MECHANICAL SYSTEMS

10.1 SEPTIC TANK SYSTEMS

Condition:

Septic Tank Systems fail to operate.

PERFORMANCE STANDARD:

Septic system is to be capable of properly handling normal flow of household effluent. It is, however, possible that due to freezing, soil saturation, changes in ground water table or excessive use of plumbing or appliances, an overflow can occur. Periodic pumping of the septic tank is considered homeowner maintenance, and a normal need for pumping is not considered a deficiency.

BUILDER/WARRANTOR RESPONSIBILITY

Builder shall take corrective action as required, if it is determined that malfunction is due to improper design or construction. Builder is not responsible for malfunctions which occur through homeowner negligence or abuse. Builder is also not responsible for malfunctions which occur due to acts of nature such as freezing and changes in the ground water table.

EXCLUSION:

The following are considered homeowner negligence or abuse as an exclusion under the warranty: a) excessive use of water such as overuse of a washing machine and dishwasher, including their simultaneous use; b) connection of a sump pump, roof drains or backwash from water conditioner, to the system; c) placing of non bio-degradable items in the system; d) addition of any harsh chemicals, greases or cleaning agents, and excessive amounts of bleaches or drain cleaners; e) use of a food waste disposal not supplied by the Builder; f) placement of impervious surfaces over the disposal area; g) failure to periodically pump out the septic tank when required.

10.2 PLUMBING

CONDITION:

Plumbing pipes freeze and burst.

PERFORMANCE STANDARD

Drain, waste and water pipes are to be adequately protected to prevent freezing and bursting during normal anticipated cold weather.

BUILDER/WARRANTOR RESPONSIBILITY:

Builder shall correct the condition responsible for broken pipes by freezing and repair piping damaged. The homeowner is responsible for maintaining a suitable temperature in home to prevent pipes from freezing and bursting. Homes which are periodically occupied such as summer homes, or where there will be no occupancy for an extended period of time must be properly winterized or periodically checked to insure that a reasonable temperature is maintained. Builder is not responsible for leaks occurring due to homeowner's neglect.

CONDITION:

Leakage from any piping.

PERFORMANCE STANDARD:

Leak in any sanitary soil waste, vent, and water piping are deficiencies.

EXCLUSION:

Condensation on piping does not constitute leakage, and is not a deficiency, except where pipe installation is required.

BUILDER/WARRANTOR RESPONSIBILITY:

Builder shall make necessary repairs to eliminate leakage.

CONDITION:

Stopped up sanitary sewers, fixtures and sanitary drains.

PERFORMANCE STANDARD:

Sanitary sewer, fixture and sanitary drains should operate and drain properly.

BUILDER/WARRANTOR RESPONSIBILITY:

Where improper installation is shown to be the cause, Builder shall make necessary repairs.

EXCLUSION:

Sewers, fixtures, and drains which are clogged through the homeowner's negligence are not covered under the Warranty. The cost to determine the cause is the responsibility of the homeowner after the first 60 days of occupancy. NOTE: Builders responsibility for defective sewer lines extends to the property line of each lot constructed.

10.3 WATER SUPPLY

CONDITION:

Water supply fails to deliver water, or pressure is low.

PERFORMANCE STANDARD:

All service connections to municipal water main or private water supply are Builder's responsibility when installed by Builder. NOTE: Low water pressure is defined as follows: use of the cold water supply at one fixture drastically reduces the cold water supply at any other single fixture, except exterior hose bibs.

BUILDER/WARRANTOR RESPONSIBILITY:

Builder shall repair as required, the failed water supply, if caused by improper installation or defective materials. If the disruption or elimination of water supply was beyond the Builder's control, then Builder is not responsible.

10.4 Heating and Air Conditioning

CONDITION:

Refrigerant line leak.

PERFORMANCE STANDARD:

Builder-installed refrigerant lines that develop leaks during normal operation are deficient.

BUILDER/WARRANTOR RESPONSIBILITY:

Builder shall repair leaking lines and recharge the unit as required.

CONDITION:

Ductwork separates becomes unattached.

PERFORMANCE STANDARD:

Ductwork that is not intact or securely fastened is a deficiency.

BUILDER/WARRANTOR RESPONSIBILITY:

Builder shall reattach and re-secure all separated or unattached ductwork.

11. ELECTRICAL SYSTEM

11.1 ELECTRICAL CONDUCTORS

CONDITION:

Failure of wiring to carry its designated circuit load to switches and receptacles

PERFORMANCE STANDARD:

Wiring that is not capable of carrying the designated load, for normal residential use to switches and receptacles is a deficiency.

BUILDER/WARRANTOR RESPONSIBILITY:

Builder shall check wiring and replace wiring if it fails to carry the designated load.

