

Coverage Limitations

When WE repair a DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE, the repair will include the correction or replacement of only those surfaces, finishes and coverings that were damaged by the DEFICIENCY or the DEFINED STRUCTURAL ELEMENT FAILURE that were part of the HOME when title was first transferred by US.

WE will repair and replace surfaces, finishes and coverings that require removal or replacement in order for US to repair or replace DEFICIENCIES and DEFINED STRUCTURAL ELEMENT FAILURE(S). The extent of OUR repair and replacement of these surfaces, finishes or coverings will be to approximately the same condition they were in prior to the DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE, but not necessarily to a like new condition.

WE will only refinish those surfaces that were damaged by a DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE.

When WE undertake repair on surfaces, finishes and coverings, OUR repair will achieve as close a match with the original surrounding areas as is reasonably practicable, but WE cannot guarantee an exact match due to factors such as fading, aging and unavailability of the same materials.

Exclusions

A. Kerley Family Homes does not cover:

1. Any loss or damage resulting, either directly or indirectly, from the following causes or occurring in the following situations:
 - a. Fire;
 - b. Lightning;
 - c. Acts of God;
 - d. Explosion;
 - e. Riot and Civil Commotion;
 - f. Smoke;
 - g. Hail;
 - h. Aircraft;
 - i. Falling Objects;
 - j. Vehicles;
 - k. Floods;
 - l. Wind Driven Water;
 - m. Earth Movement including but not limited to:
 - (i). Earthquake, landslide or mudslide;
 - (ii). Mine subsidence, sinkholes or changes in the underground water table;
 - (iii). Volcanic eruption; explosion or effusion
 - n. Wind, including:
 - (i). Gale force winds;
 - (ii). Hurricanes;
 - (iii). Tropical storms;
 - (iv). Tornadoes;
 - (v). Rain or water intrusion or moisture within the HOME resulting from any wind forces described in n. (i) – (iv) above.
 - o. Insects, animals or vermin;
 - p. Rot, moisture, corrosion, rust, mildew or mold;
 - q. Changes of the grading of the ground by anyone other than US or OUR agents, or subcontractors;
 - r. Changes, additions, or alterations made to the HOME by anyone after the WARRANTY DATE-HOME or WARRANTY DATE-COMMON ELEMENTS, except those made or authorized by US;
 - s. Any defect in material or workmanship supplied by anyone other than US or OUR agents, or subcontractors;

- t. Improper maintenance, negligence or improper use of the HOME by YOU or anyone else;
 - u. Dampness or condensation due to YOUR failure to provide adequate ventilation;
 - v. Abnormal loading on floors which exceeds design loads;
 - w. Normal wear and tear, and normal deterioration of materials used in construction of the HOME;
 - x. Water intrusion from yard and lawn watering devices or irrigation systems.
2. Any loss or damage arising or resulting from the actual, alleged or threatened discharge, dispersal, release or escape of POLLUTANTS. WE will not cover costs or expenses arising from uninhabitability of the HOME or health risk due to the proximity of POLLUTANTS. WE will not cover costs or expenses resulting from the direction of any governmental entity to test, clean up, remove, treat, contain or monitor POLLUTANTS;

Defined Structural Element	Warranty Tolerance
A. Arches	
1. Masonry	Crack of ¼ inch in width in arch, or settlement in span of arch of ½ inch.
B. Floor Systems	
1. Structural Concrete	Crack of ¼ inch in width and ¼ inch vertical displacement.
2. Joists	DEFLECTION of 1 inch in 15 feet.
3. Trusses	DEFLECTION of 1 inch in 10 feet.
C. Foundation	
1. Concrete Beams	Crack of 1/8 inch in width, or DEFLECTION of ¼ inch in 30 inches.
2. Wood Beams: Built-up, Laminated or Solid	DEFLECTION OF 1 inch in 10 feet
3. Steel Beams	DEFLECTION of ½ inch in 8 feet.
4. Footings	Crack of ½ inch in width
5. Concrete Walls	Crack of ¼ inch in width and ¼ inch vertical displacement, or out-of plumb ¼ inch in 12 inches measured from base of wall.
6. Masonry Walls	Crack of 3/8 inch in width, or out-of-plumb ¼ inch in 12 inches measured from base of ¼ inch in 12 inches measured from base of wall.
7. Concrete Columns	Bow of ½ inch in 8 feet, or out-of-plumb ¼ inch in 12 inches measured from base of column.
8. Masonry Columns	Out-of-plumb 1/8 inch in 12 inches measured from base of column
9. Steel Columns	Bow of 1 inch in 8 feet, or out-of-plumb ¼ inch in

Defined Structural Element**Warranty Tolerance**

	12 inches measured from base of column.
10. Wood Columns	Bow of 1 inch in 8 feet, or out-of-plumb ¼ inch in 12 inches measured from base of column.
D. Lintels and Headers	
1. Concrete, Masonry, Steel, or Wood	DEFLECTION of 1 inch in 4 feet
E. Roof Framing	
1. Ridge Beam	DEFLECTION of 1 inch in 10 feet.
2. Rafters, Common, Jack, or Valley/HIP	DEFLECTION of bow of 1 inch in 10 feet.
3. Ceiling Joists	DEFLECTION of ¾ inch in 10 feet.
4. Trusses	DEFLECTION of 1 inch in 10 feet.
F. Structural Beams and Girders	
1. Steel	DEFLECTION of ½ inch in 8 feet.
2. Wood, Solid, Built-up, or Laminated	DEFLECTION of 1 inch in 10 feet.
G. Structural Columns	
1. Concrete	Bow of ½ inch in 8 feet, or out-of-plumb ¼ inch in 12 inches measured from base of column.
2. Masonry	Out-of-plumb 1/8 inch in 12 inches measured from base of column.
3. Steel	Bow of 1 inch in 8 feet, or out-of-plumb ¼ inch in 12 inches measured from base of column.
4. Wood	Bow of 1 inch in 8 feet, or out-of-plumb ¼ inch in 12 inches measured from base of column.
H. Load Bearing Walls and Partitions	
1. Studs	Bow or cup of 1 inch in 8 feet

DEFLECTION means the difference in elevation of high and low points along a diagonal, horizontal, or vertical plane caused by stress-induced deformation of a load-bearing member. DEFLECTION is measured from any two end points and a third reference point. The reference point may be located at any distance between the two end points.

EMERGENCY CONDITION means an event or situation that creates the imminent threat of damage to the HOME or the COMMON ELEMENTS related thereto, or results in an unsafe living condition due to DEFICIENCIES or DEFINED STRUCTURAL ELEMENT FAILURES that YOU become aware of at a point in time other than OUR normal business hours and YOU were unable to obtain OUR prior written approval to initiate repairs to stabilize the condition or prevent further damage.

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR Responsibility	YOUR Responsibility
A. Site Work	1. Site Grading	a. settling of ground around foundation, utility trenches or other filled areas does not allow water to drain away from home	1	We will fill excessively settled areas which affect the proper drainage. WE will do this only during the first year.	Remove and replace shrubs, sod or other landscaping affected by the placement of the fill.
	2. Site Drainage	a. improper drainage of the site	1	WE will establish the proper grades and swales (sloped low areas) for water to properly drain away from the HOME . Where lot lines permit, the protective slope will be 6 inches in 10 feet around the foundation. Water will not stand or pond in crawl spaces. Water will not stand or pond within 10 feet of the HOME for extended periods after a rain (usually not more than 48 hours). For swales, which drain other areas, or where sump pumps discharge; a longer time is not unusual. It is normal for water to stand after a heavy rainfall. WE will not make grading or ponding determinations while there is frost or snow on the ground, or while the ground is saturated or frozen.	Maintain the grades and swales after they have been properly established by US . Insure established drainage patterns are not impeded by landscaping, decking, patios, pools, driveways, walls, etc. which YOU install. Do not change the grade of the soil away from the foundation by building planters, raised beds, or other blocking construction. Damage caused by changes in drainage and grading is not covered. Where a sump pit has been installed by US but the sump pump was not contracted for or installed by US , YOU must first install a properly sized pump to determine whether this will correct the condition.
B. Concrete	1. Exterior concrete	a. cracking, pitting, scaling or spalling of walkways, driveways, patios, or other exterior concrete surfaces.	0	None. These conditions are normal for exterior concrete surfaces.	Maintenance of the exterior concrete is solely the responsibility of the homeowner. Avoid damaging concrete with salt, chemicals, mechanical equipment, etc.

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	2. "Poured" concrete	a. cracks in basement foundation walls	1	Shrinkage cracks are common in concrete foundation walls. WE will repair all cracks more than 1/8" wide.	
		b. cracks in basement floor	1	Concrete slabs within the structure are designed to move at control joints, and no correction is required where a slab separates or moves at a control joint. Minor cracks in basement floors are normal. WE will repair cracks more than 1/4" in width or 1/4" in vertical displacement.	
		c. cracks in slab in attached garage	1	WE will repair cracks in garage slabs more than 1/4" wide or 1/4" in vertical displacement.	
		d. uneven concrete floors or slabs	1	Concrete floors in rooms designed for habitability (as living space) will not have pits, depressions, or raised surfaces greater than 3/8" in 30". WE will repair these defects.	
		e. cracks in concrete slab-on-grade floors under finished flooring	1	WE will repair cracks which rupture the finished flooring material so the cracks are not readily apparent when the finished flooring material is in place. (See also Standard G., "Finishes.>").	
		f. settling, heaving or separating of stoops, steps or garage floors	1	Stoops, steps or garage floors will not settle, heave or separate more than 1" from the HOME . WE will repair these DEFICIENCIES .	

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		g. standing water on stoops, steps, garage or basement floors	1	It is normal for small amounts of water to stand on stoops or steps for short periods after it rains and on garage or basement floors after washing. WE will correct any condition resulting from faulty construction that results in improper drainage.	
		h. poured concrete basement wall is out of plumb or out of square	1	Finished concrete walls shall not be out of plumb greater than 1" in 8' when measured vertically. WE will repair any such DEFICIENCY in excess of the performance standard. However, if the wall is to remain unfinished per contract, and the wall meets building codes as installed, then no corrective action is required. No action is required by the Builder if the wall is out of square.	
C. Masonry	1. Unit Masonry	a. cracks in masonry basement or foundation walls	1	Cracks up to 1/8" wide are not unusual in mortar joints of masonry foundation walls. WE will repair cracks more than 1/8" wide.	
		b. cracks in masonry or veneer walls	1	Cracks up to 3/8" wide due to shrinkage are common in mortar joints in masonry construction. WE will repair cracks more than 2/8" wide. WE will not be responsible for any difference in the color of the old and new mortar.	
D. Wood & Plastic	1. Rough carpentry	a. squeaking floors or subfloors that appear loose	1	These conditions are often temporary in new homes. WE will correct these conditions only if they are caused by underlying defects in construction. A squeak proof floor cannot be guaranteed.	

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		b. uneven wood floors	1	WE will repair any floors that have more than ¼” ridge or depression within any 30” measurement when measured in any direction to the joists.	
		c. bowed walls or other interior exposed surfaces	1	All interior and exterior walls have slight variances on their finished surfaces. Bowing of walls will not detract from or blemish the wall’s finished surface. WE will repair any walls which bow more than 3/8” out of line within any 30” horizontal or vertical measurement taken a minimum of 16” from any sheetrock corner or opening.	
		d. out-of-plumb walls or out of square	1	WE will repair any walls that are more than ¼” out-of-plumb for any 30” vertical measures. No action by Builder is required if the wall is out of square.	
	2. Kitchen cabinets	a. warped kitchen cabinets	1	WE will repair any doors or drawer fronts that are warped more than ¼”. This condition is measured by closing the drawer or door and measuring from the face frame to the point of furthest warpage. WE are not responsible for matching cabinet finishes.	
		b. gaps between the cabinets, or between the cabinets, ceiling, or walls	1	WE will correct any gape that is more than ¼” wide.	Do not overload cabinets.
		c. split in panels of a cabinet door	1	If light is visible through the split in a panel, WE will repair the panel.	

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	3. Countertops	a. Separation from wall	1	WE will repair the crack. Caulking is acceptable. WE will repair only once after closing or first occupancy, which occurs first.	
	4. Interior finish carpentry (trim inside the HOME)	a. Trim/molding has open joints between moldings and the surface areas to which the moldings are attached	1	WE will repair open joints in moldings or between moldings and surfaces if the gaps are more than 3/16" side. Caulking is acceptable.	
	5. Exterior finish carpentry (wood siding, or masonry trim on the outside of the HOME)	a. Trim has open joints between pieces of trim, including siding and masonry	1	WE will repair any open joints that are more than 3/8" wide or which do not keep out the elements. Caulking is acceptable.	Maintain exterior finish by caulking and painting.
E. Thermal and Moisture Protecting Materials	1. Waterproofing	a. leaks in basement	1	Dampness on the walls or floors in the basement is not a defect. However, if water is actually trickling into the basement, WE will repair the leaks, unless such leaks are caused by yard or lawn watering devices or irrigation system.	Maintain proper grades and drainage around the HOME and landscape properly to avoid water problems in the HOME .
	2. Insulation	a. insufficient insulation	1	WE will insulate the HOME as required to meet local energy and building requirements or, as applicable, FHA or VA requirements. Insulation does not render a wall or room soundproof.	
	3. Louvers and vents	a. Wind-driven rain or snow leaks into the attic through louvers and vents	0	None.	HOMES must have louvers and vents for proper ventilation. Wind-driven rain or snow will sometimes come through these openings.

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	4. Roofing & siding	a. ice build-up on roof	0	None.	During prolonged cold spells, ice is likely to build up on the eaves of the roof. This build-up will occur when snow and ice accumulate and gutters and downspouts freeze up. Prevention of ice build-up on roofs is YOUR responsibility.
		b. leaks in roof or flashing	1	WE will repair roof or flashing leaks. Leaks caused by ice build-up are not OUR responsibility.	Clean leaves from valleys, gutters and downspouts.
		c. standing water on a flat roof	1	It is not unusual for minor ponding to occur on a flat roof for up to 24 hours after a rainfall. However, if water is not draining properly, WE will correct the drainage. WE are not responsible if the roof was specifically designed to retain water.	
		d. delamination of veneer siding or joint separation	1	All siding will be installed so that it meets the manufacturer's standards and industry standards and is sufficiently painted or protected. WE will repair or replace any siding that delaminates or separates. WE will only paint new materials as part of the repair. The paint may not be an exact match to the original colors.	Protect the siding from damage such as that caused by leaning heavy objects against siding, or striking objects against siding, or by water from sprinklers striking the siding. Annually seal or recaulk siding.

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		e. wood siding	0	None.	Gaps on end and side edge may occur due to normal expansion and contraction. No corrective action required.
	5. Sheet metal	a. leaks in gutters and/or downspouts	1	Gutters and downspouts might overflow during heavy rains. They should not leak at connection. WE will repair leaks.	Keep leaves and debris out of gutters to allow water to flow properly. Do not lean ladders against gutters and downspouts.
		b. standing water in gutters	1	It is common practice to install gutters approximately level, resulting in small amounts of water standing in a gutter after a rain. If the water is more than 1” deep in a gutter and the gutter is not clogged with debris, WE will repair the gutter so that water can drain properly.	Keep leaves and debris out of gutters to allow water to flow properly.
	6. Sealants	a. leaks in exterior (outside) walls because caulking is inadequate	1	If water enters the HOME , WE will repair leaking joints or cracks in the exterior wall surface, around openings and flashing.	Properly installed caulking may shrink. YOU must maintain caulking during the life of the HOME .
F. Doors and Windows	1. Wood and plastic doors	a. outside doors are warped	1	WE will repair any doors that warp to the extent that they satisfy one of the following: <ul style="list-style-type: none"> • they no longer work; • They are no longer weather resistant; or • They warp more than ¼”, measured diagonally from corner to corner. 	If YOU paint outside doors, doors must be properly prepared.

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		b. inside doors or closet doors are warped	1	WE will repair any doors that warp more than ¼”, measured diagonally from corner to corner. In the event WE install a new door, WE will finish new doors to match other doors as closely as possible.	
		c. panels in doors shrink so that raw wood edges show	0	None.	It is normal for panels to shrink.
		d. split in panels of a door	1	If light is visible through the split in a panel, WE will repair the panel. WE will make this repair only once after closing or first occupancy whichever occurs first.	
	2. Garage doors on garages that are attached to the HOME	a. garage doors do not operate properly	1	If garage doors do not operate properly under normal use, WE will adjust or correct them. If YOU install a garage door opener, WE are no longer responsible for the operation of the garage door.	Keep all movable parts lubricated.
		b. rain or snow leaks through garage doors	1	Garage doors will be installed in accordance with manufacturer’s specification. WE will repair leaks resulting from a failure to properly install the garage doors. During severe weather conditions, some leakage may be normal.	
	3. Wood, Plastic, and metal windows	a. windows do not function properly	1	WE will correct the windows so that they are relatively easy to operate.	Keep tracks and rollers cleaned, lubricated and adjusted.

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		b. condensation and/or frost on inside surfaces of windows	0	None. Condensation may occur on the interior window surfaces with extremes in temperature and humidity. Individuals living habits can impact humidity levels. These conditions are beyond OUR control and WE have no responsibility	If a humidifier is installed, YOU must follow the manufacturer's recommendations for proper setting of the humidistat.
	4. Weather stripping and seals	a. air leaks in around doors and windows	1	Doors and windows will be installed in accordance with the manufacturer's standards. If air comes in because doors, windows, or weather stripping were poorly fitted, WE will repair the improperly fitted doors, windows, or weather stripping.	Relative to the quality and type of windows in the HOME , some drafts around windows and doors are normal, especially during high winds. It may be necessary for YOU to install storm windows and doors to provide a satisfactory solution in high wind areas. All caulking materials around windows and doors expand and contract due to fluctuations in temperature and humidity. Weather stripping and seals are subject to deterioration over time. Maintenance of caulking, weather stripping and seals is YOUR responsibility.
	5. Sliding doors	a. sliding doors do not operate properly	1	Sliding doors will be installed in accordance with the manufacturer's specifications. WE will repair inoperative sliding doors.	Keep tracks and rollers cleaned, lubricated and adjusted.
	6. Glass	a. broken glass	0	WE will repair broken glass reported to US prior to closing or at first occupancy, whichever occurs first.	Report to US all broken glass prior to closing or at first occupancy, whichever occurs first.
	7. Hardware	a. locks on doors or windows do not operate properly	1	WE will repair any hardware which does not meet manufacturer's standards.	

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G. Finishes	1. Lath and plaster	a. cracks in inside walls and ceilings	1	Cracks in inside walls and ceilings are not unusual. WE will repair all cracks that are more than 1/8" wide. WE will repair these cracks only once after closing or first occupancy, whichever occurs first.	Painting made necessary by such repairs is YOUR responsibility.
	2. Gypsum wallboard	a. nail pops, blisters in tape, and other blemishes that break the finished surface on inside walls and ceilings	1	WE will correct these imperfections only once after closing or first occupancy, whichever occurs first.	Painting made necessary by such repairs is YOUR responsibility.
		b. cracks	1	If the wallboard has cracks that are more than 1/8" wide, WE will repair.	Painting made necessary by such repairs is YOUR responsibility.
	3. Ceramic tile	a. chips or cracks in floor, counter or wall tile	0	WE will replace cracked or chipped tiles reported to US prior to closing or at first occupancy. WE will not be responsible to match the tile patterns or color between the old and the new tile and grout.	Report to US all cracked or chipped tiles prior to closing or at first occupancy, whichever occurs first.
		b. loose floor, counter or wall tile	1	WE will resecure loose tiles.	
		c. cracks in grouting of ceramic tile joints or at junctions between tiles and other materials (e.g., between tiles and bathtub)	1	Cracks in grouting of ceramic tile joints are commonly caused by normal shrinking of the grouting. WE will repair cracked grouting only once after closing or first occupancy. WE will not be responsible for discontinued grout or for differences in color between the old and the new grout.	RegROUT cracks during the lifetime of the HOME .
	4. Finished wood floors	a. cracks between the floor boards	1	WE will repair all cracks that are more than 3/16" wide.	

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	5. Resilient flooring or floor covering	a. nail pops on surface of resilient floor covering	1	WE will repair any nail pops that break the surface of the flooring.	
		b. depressions or ridges in resilient flooring because the subfloor is irregular	1	WE will repair any ridges or depressions which are readily apparent and which are more than 1/8" high or deep. The ridge or depression measurement is the gap created at one end of a 6" straight-edge placed over the depression or ridge with 3" of the straight-edge on one side of the defect, held tightly to the floor. WE will not be responsible to match the old and the new flooring.	
		c. resilient flooring lifts, bubbles, or becomes unglued	1	WE will repair these defects.	
		d. visible seams or shrinkage gaps at joints of resilient flooring	1	If the gaps are more than 1/8" wide between pieces of resilient flooring, WE will repair them. If the gaps between flooring and other materials are more than 1/8" wide, WE will repair the affected area only.	
		e. cuts and gouges	0	WE will repair cuts and gouges reported to US prior to closing or at first occupancy, whichever occurs first.	Report to US prior to closing or at first occupancy, whichever occurs first.

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	6. Paint, stain, or varnish	a. deteriorating, fading or peeling of outside paint	1	Fading of a paint or stain is normal and not considered a defect. The amount of fading will depend on the climate where the HOME is located. WE will repair paint, stain or varnish which peels or deteriorates. WE will properly prepare and refinish any areas that are affected.	
		b. painting made necessary by other repair work	1	Except for repairs made to correct DEFICIENCIES described in G.1 and G.2 above, if painting is required because of other repair work, WE will paint to match surrounding areas as closely as practicable.	
		c. deteriorating varnish lacquer finish on outside woodwork	0	None. Varnish or lacquer on outside woodwork deteriorates quickly and is not covered.	
		d. deteriorating varnish or lacquer finish on inside woodwork	1	WE will retouch areas of the woodwork where the finish has deteriorated. WE will make this repair only once after closing or first occupancy, whichever occurs first.	
		e. mildew, mold or fungus on painted surfaces	0	WE will remove mildew or fungus reported to US prior to closing or first occupancy. Mildew or fungus may form on painted surfaces over time because of warmth and moisture.	Report to US prior to closing or at first occupancy, whichever occurs first. Clean mildew or fungus regularly from exterior and interior surfaces.
	6. Paint, stain, or varnish	f. deteriorating or peeling of interior paint	1	Interior painted surfaces should not deteriorate or peel. WE will touch-up only the affected areas one time after closing or first occupancy, whichever occurs first.	Maintain interior paint per manufacturer's specifications.

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	7. Carpeting	a. open seams in carpeting	1	Visible carpet seams are not a defect. WE will repair any openings or gaps in the seams.	
		b. wall-to-wall carpeting comes up, is loose or stretched	1	If WE originally installed wall-to-wall carpeting as a primary floor covering, WE will reattach or restretch any of the carpeting that has loosened from the material to which it was attached.	
		c. spots or minor fading on carpet	0	None. Spots and/or minor fading can occur naturally when a carpet is exposed to light. WE have no responsibility for this condition.	
	8. Stucco	a. cracks in outside stucco walls	1	Cracks are not unusual in the surfaces of outside stucco walls. WE will repair within the first year period any cracks that are more than 1/8" wide.	
	9. Marble, real or synthetic, plastic laminate porcelain and fiberglass	a. blemishes, scratches, nicks or chips	0	WE will repair blemishes, scratches, nicks or chips reported to US prior to closing or at first occupancy, whichever occurs first. WE are not responsible for discontinued patterns or for differences in color between old and new.	Report to US prior to closing or at first occupancy, whichever occurs first.
H. Louvers, Vents and Fireplaces	1. Louvers and vents	a. inadequate ventilation of crawl spaces	1	WE will repair the louvers on vents so that they provide proper ventilation. WE will not be responsible for problems caused by changes made to the original ventilation system.	

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	2. Fireplaces and chimneys	a. improper drawing of fireplace or chimney	1	A number of causes can be responsible for temporary negative draft situations in a fireplace or chimney. These include high winds, obstructions such as large branches or trees too close to the chimney, or tight insulation and weatherproofing throughout the house. WE will not be responsible for these problems. If the draft problem is caused by improper installation, WE will repair the problem.	Insure there is sufficient fresh air make-up for the flue to draw properly. Before the beginning of the season that YOU will use the fireplace, look for any obstructions and clear them prior to use.
		b. separation of chimney from the structure to which it is attached	1	It is not unusual for a new chimney to separate slightly from the structure to which it is attached. WE will repair any chimney that has separated from the HOME more than ½” in any 10 feet vertical measurement.	
		c. firebox (area where combustion takes place) paint has changed	0	None. The heat from a fire can naturally change any finish on the firebox. This condition is not covered.	
		d. cracks in firebrick (brick that lines the fireplace) and mortar joints	0	None. Roaring fires can naturally cause this cracking. This condition is not a DEFICIENCY .	
I. Mechanical Systems	1. Plumbing, water supply, and septic systems	a. plumbing pipes have frozen and burst	1	WE will repair or replace any pipes that freeze or burst due to improper installation or failure of materials.	It is YOUR responsibility to drain and otherwise protect exterior pipes exposed to freezing temperatures. Proper winterization of pipes is considered routine maintenance and YOU are responsible for maintaining suitable temperatures inside the HOME .

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		b. leaks in faucets or valves	1	WE will repair or replace any faucets or valves that leak due to improper installation or failure of materials.	It is YOUR responsibility drain and otherwise protect exterior faucets exposed to freezing temperatures.
		c. DEFICIENCIES in plumbing fixtures, appliance or rim fittings	1	WE will repair any fixture, appliance, or fitting which does not meet the manufacturer's standards.	
		d. noisy water pipes	0	None. Some noise in the water pipes is normal and comes from the flow of water which causes pipes to expand and contract.	
		e. leaks in pipes	1	WE will repair any leaks in the drain, waste, vent or water pipes. Condensation on pipes is not the same as a leak, and is not a DEFICIENCY .	
		f. stopped up sewers, fixtures, and drains	1	WE will repair all sewers, fixtures, and drains that are clogged because of defects in construction. WE are not responsible for any DEFICIENCY which is not construction related, including any failure of municipal systems.	If sewers, fixtures, and drains are clogged because of YOUR actions, then YOU will be responsible for the cost of clearing or repairing them.

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		g. water supply system does not deliver water	1	WE are responsible for connecting all onsite service to municipal water mains and to private water supplies. WE are also responsible for making sure that an individual well onsite is installed to comply with all building and plumbing requirements. WE will repair problems caused by DEFICIENCIES in workmanship and material. WE are not responsible for problems caused by conditions beyond OUR control.	
		h. septic tank, distribution box and pump do not meet state or local government requirements	1	Septic tank will meet state, county, or local requirements. WE will repair any septic system that cannot properly handle the normal flow of household waste because of defects in workmanship or materials. WE are not responsible for conditions beyond OUR control, such as freezing, saturated soil, an increase in the elevation of the water table, excessive use of the system, or limitations established by the local governing agency.	
	2. Heating system	a. inadequate heating	1	Heating system is designed to maintain an indoor temperature of 70°F. The temperature is measured in the center of each room at a height of 5 feet above the floor under outdoor winter design conditions. Federal, state or local energy codes shall take precedence over this performance standard where such codes have been locally adopted. WE will correct the heating system so that it provides the required temperature in accordance with applicable code requirements.	Balance dampers and registers and make other minor adjustments for change of seasons. Maintain unit per manufacturer's specifications.

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR Responsibility	YOUR Responsibility
	3. Refrigeration	a. inadequate air conditioning	1	Cooling system is designed to maintain an indoor temperature of 78°F. The temperature is measured in the center of each room at a height of 5 feet above the floor under local outdoor summer design conditions. If the temperature outside is above 95°, cooling system must be able to maintain an inside temperature that is 15° below the outside temperature. Federal, state, or local energy requirements take precedence. WE will correct the cooling system so that it provides the required temperature.	Balance dampers and registers and make other minor adjustments for change of seasons and maintain proper window treatment to optimize cooling capabilities. Maintain unit per manufacturer's specifications.
	4. Condensation drain lines	a. clogged condensation drain lines	0	None. WE will provide clear condensation drain lines at closing or first occupancy whichever occurs first. After this, YOU are responsible for keeping the condensation drain lines clean.	Condensation drain lines may clog, under normal use. YOU should keep these clear. Prior to using the cooling system each season, check the condensation lines to ensure the drain lines are clear.
	5. Evaporative cooling system	a. mechanical part of the evaporative cooling system does not operate properly	1	WE will correct or adjust the blower and the water system so that it functions properly.	
	6. Air distribution system	a. ductwork makes ticking and crackling noises	0	None. The ductwork may make ticking and crackling noises when the metal in it expands from the heat and contracts from the cold. This condition is normal and is not a DEFICIENCY.	
		b. ductwork makes a booming noise	1	This booming is called "oil canning." WE will repair the ductwork.	

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR Responsibility	YOUR Responsibility
		c. separated or unattached ductwork	1	WE will reattach or resecure all ductwork that has become separated or unattached.	YOU should not walk on, place heavy objects against or otherwise subject ductwork to unusual loads.
J. Electrical System	1. Electrical conductors, fuses and circuit breakers	a. fuses blow or circuit breakers (excluding ground fault interrupters) “kick out”	1	WE will check the wiring circuits and make sure that they conform to approve local electrical requirements.	Do not overload circuits.
	2. Outlets, switches and fixtures	a. air leaks around electrical outlets	0	None.	Cold air can be drawn through an outlet on an exterior wall into a room.
		b. malfunction in electrical outlets, switches, and fixtures	1	WE will repair or replace all defective outlets, switches or fixtures.	
	3. Service and distribution	a. ground fault interrupters frequently trip (these are sensitive safety devices that are installed into the electrical system to protect from electrical shock)	1	Ground fault interrupters are sensitive and can be easily tripped. Normally, this is not indicative of a construction defect. WE will install ground fault interrupters to meet the electrical requirement. WE will correct the interrupters if the tripping is due to faulty installation or defective material.	A tripped ground fault interrupter usually indicates an overloaded circuit or the connected appliance contains a faulty ground.
		b. electrical wiring does not carry its designated load for normal residential use	1	WE will repair any wiring that does not conform to approved local electrical requirements. WE are responsible for original installation only. WE are not responsible for problems caused by conditions beyond OUR control.	

