

**CONSTRUCTION PERFORMANCE GUIDE  
&  
LIMITED WARRANTY**

**BY**

**FIRSTCALL**  
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**TO:**

Issued to the contracted Property Owner  
of a specific property and scope of work  
specified in the contract documents.

## BUILDER'S LIMITED WARRANTY

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### SECTION #1

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#### **IDENTITY OF WARRANTOR**

Scott Cierzan Custom Builders, Inc. D.B.A. FIRSTCALL Construction  
located at 3910 SE Capitol Circle, Grimes, Iowa 50111.

#### **TO WHOM GIVEN**

This limited warranty is extended to you as the owner of the Home remodeled or repaired by FIRSTCALL Construction.

#### **COVERAGE TERM**

The Limited Warranty commences on the date the construction is substantially completed. This Limited Warranty terminates one (1) year after its commencement.

#### **LIMITED WARRANTY COVERAGE**

The Builder warrants that for one (1) year, beginning on the Limited Warranty Coverage Term date, the effected remodeled areas will be free from defects due to noncompliance with the Performance Standards attached to and incorporated into this Limited Warranty.

#### **CONSEQUENTIAL DAMAGES**

Consequential damages are not covered by this Limited Warranty.

#### **REMEDY**

If a defect occurs in an item which is covered by this Limited Warranty, the Builder will repair, replace, or pay the Home Owner the reasonable cost of repairing or replacing the defective item(s).

#### **EXCLUSIONS**

This Limited Warranty shall not extend to or include of be applicable to:

- A. Defects in outbuildings including, but not limited to detached garages and detached carports (except outbuildings which contain the plumbing, electrical, heating, cooling or ventilation systems serving the Home); site located swimming pools and other recreational facilities; driveways; walkways; patios; boundary walls; retaining walls; fences; landscaping (including sodding, seeding, shrubs, trees and plantings); off-site improvements not a part of the Home itself;
- B. Concrete flatwork; floors of basements, driveways, sidewalks, patios, concrete floors of attached garages that are built separately from foundation walls or any concrete used in a non foundation way. (Concrete flatwork is prone to cracking due to weather changes, sub soil conditions, and or its specific use.)
- C. Measures will be taken to protect driveways during construction however, driveways damaged by vehicles necessary for the construction process such as dumpsters, cranes, delivery vehicles, and possible staining of the surface due to dumpster leakage etc. is not covered under this warranty.
- D. Loss or damage to real property which is not part of the Home covered by this Limited Warranty may not be included in the original purchase price of the Home as stated on the Certificate;
- E. Any damage to the extent it is caused or made worse by:
  - 1. Negligence, improper maintenance or improper operation by anyone other than the Builder, its employees, agents or subcontractors; or
  - 2. Failure by the Home Owner or by anyone other than the Builder, its employees, agents or subcontractors to comply with the warranty requirements of manufactures of appliances, fixtures and items of equipment; or
  - 3. Failure by the Home Owner to give notice to the Builder of any defects within a reasonable time; or
  - 4. Changes of the grading of the ground by anyone other than the Builder, its employees, agents or subcontractors;or

- 5. Changes, alterations or additions made to the Home by anyone after the Home Owner take possession; or
- 6. Dampness or condensation due to the failure of the Home Owner to maintain adequate ventilation;
- F. Loss or damage which the Home Owner has not taken timely action to minimize;
- G. Any defect in, caused by, or resulting from materials or work supplied by anyone other than the Builder, its employees, agents, or subcontractors;
- H. Normal wear and tear or normal deterioration;
- I. Loss or damage, not otherwise excluded under this Limited Warranty, which does not constitute a defect in the construction of the Home by the Builder, its employees, agents or subcontractors;
- J. Loss or damage caused by or resulting from accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightning, windstorm, hail, flood, mud slide, earthquake, volcanic eruption, wind-driven water and changes in the underground water table which were not reasonably foreseeable;
- K. Loss or damage caused by or resulting from seepage of water;
- L. Insect damage;
- M. Loss or damage which arises while the Home is being used primarily for nonresidential purposes;
- N. Bodily injury or damage to personal property;
- O. Failure of Owner to pay Contractor in full for the entire contracted amount;
- P. Loss or damage caused by or resulting from abnormal loading on floors by the Home Owner which exceeds design loads as mandated by codes;
- Q. Plumbing labor on fixtures not provided by the plumbing contractor;
- R. Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to inconvenience or relocation during repairs; and
- S. Consequential damages.

## **WARRANTY SERVICE**

### **REQUEST FOR WARRANTY SERVICE**

The Home Owner with a warranty request should first send a clear and specific written request to the Builder at the address provided.

## **DEFINITIONS**

Except as otherwise provided, the terms used in this Limited Warranty shall have the meanings assigned below:

- A. **"Appliances, Fixtures and Items Or Equipment"**- **Include** but is not limited to: furnaces, boilers, oil tanks and fittings, air purifiers, air handling equipment, ventilating fans, air conditioning equipment, water heaters, pumps, stoves, refrigerators, garbage disposers, compactors, dishwashers, automatic door openers, washers and dryers, bathtubs, sinks, toilets, faucets, lighting fixtures, and circuit breakers.
- B. **"Builder"** - Des Moines Design & Remodeling Company a division of Scott Cierzan Custom Builders, Inc.
- C. **"Home"** - A single family house, or a Unit in a for sale multi-unit residential building of four (4) units or less which title to the individual units is transferred to owners under a condominium or cooperative regime.
- D. **"Home Owner"** - The first person to whom the Home is sold by the Builder and his successors in title. Home Owner does not include the Builder or any firm under common control of the Builder.
- E. **"Major Structural Defect"** - Actual physical damage to any of the load-bearing portions of the Home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the Home becomes unsafe, unsanitary or otherwise unlivable.
- F. **"Performance Standards"** - The locally applicable building codes, locally accepted building practices and performance standards which describe the Builder's obligation for specific defects under the Limited Warranty.
- G. **"Systems"** - Exclusive of appliances, fixtures and items of equipment, include the following:
  - 1. **"Plumbing System"** - Gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain field; water, gas and sewer services piping and their extensions to the tie-in of public utility connection, or on-site well and sewage disposal system.
  - 2. **"Electrical System"** - All wiring, electrical boxes, switches, outlets and connections up to the public utility connections.
  - 3. **"Heating, Cooling and Ventilation Systems"** - All ductwork, steam, water and refrigerant lines, registers, connector, radiation elements and dampers.

- H. The term “**substantial completion**” is defined as: the point at which the space can be occupied for the purpose for which it was built or remodeled.

## **OTHER CONDITIONS**

All material and equipment will follow the manufacturer’s warranty. If the manufacturer’s warranty for equipment exceeds the Contractor’s labor warranty, the Owner may be responsible for the cost to reinstall defective equipment.

**Independence from the Contract of Sale.** This Limited Warranty is independent of the contract between the Home Owner and the Builder for the construction of the Home and/or its sale to the Home Owner. Contract disputes which are not Limited Warranty disputes are not eligible for informal dispute settlement under this Limited Warranty. Nothing contained in the construction and/or sale contract or any other contract between the Home Owner and the Builder can restrict or override the provisions of this Limited Warranty. The Home Owner and the Builder may contract for additional standards or requirements, but such agreement between the Home Owner and the Builder must be agreed upon in writing.

**Notice.** All notices to the Builder or the Home Owner must be sent by mail.

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## **SECTION #2**

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### **PERFORMANCE STANDARDS**

#### **INTRODUCTION**

The following is intended to acquaint you with the responsibilities of the Builder under this Limited Warranty. If a defect that results in actual physical damage to the Home occurs, the Performance Standards will be used to determine the Builder's obligation under this Limited Warranty. If a specific defect is not addressed in the Performance Standards, one of the following standards will be used to determine the Builder's obligation under this Limited Warranty: (a) Locally adopted codes; or (b) Model codes covering building, mechanical, plumbing and electrical systems; or (c) Codes of nearby jurisdictions; or (d) Locally accepted building practices.

#### **HOME OWNER RESPONSIBILITIES**

The Home requires an active maintenance effort on the Home Owner's part to reduce the likelihood of damage due to neglect, improper maintenance, or abnormal use. **NOTE:** Damage caused or made worse by Home Owner negligence, improper maintenance, or improper operation is expressly excluded under this Builder's Limited Warranty.

#### **PERFORMANCE STANDARDS**

The Performance Standards list specific items (defects) within each separate area of coverage. The standards are expressed in terms of performance criteria. For easy comprehension, the format is designed as follows:

1. Possible Deficiency - a brief statement, in simple terms, of problems that may be encountered.
2. Performance Standard - a performance standard relating to a specific deficiency.
3. Responsibility - a statement of the corrective action required of the Builder to repair the deficiency or a statement of the Home Owner's maintenance responsibilities.

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### **1. SITE WORK**

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#### **A. Site Grading**

<b>Possible Deficiency</b>	Settling of ground around foundation, utility trenches, or other areas.
<b>Performance Standard</b>	Settling of ground around foundation and other filled areas shall not interfere with water drainage away from the home.

**Responsibility** If the Builder has provided final grading, the Builder shall fill settled areas affecting proper drainage, one time only, during the Limited Warranty period. The Home Owner shall be responsible for removal and replacement of shrubs and other landscaping in affected areas.

**B. Site Drainage**

**Possible Deficiency** Improper drainage of site.

**Performance Standard** The necessary grades and swales shall have been established by the Builder to insure proper drainage away from the Home. Standing or ponding water shall not remain for extended periods in the immediate area after a rain (generally no more than 24 hours). The possibility of standing water after an unusually heavy rainfall should be anticipated. No grading determination shall be made while there is frost or snow on the ground, or while ground is saturated.

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

**2. CONCRETE**

**A. Expansion Joints**

**Possible Deficiency** Separation or movement of concrete slabs within the structure at expansion joints.

**Performance Standard** Concrete slabs within the structure are designed to move at expansion joints.

**Responsibility** None.

**B. Cast- In - Place Concrete**

(1) **Possible Deficiency** Basement or foundation wall cracks.

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

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

(2) **Possible Deficiency** Cracking of basement floor.

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

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

(3) **Possible Deficiency** Cracking of slab in attached garage.

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

**Responsibility** Builder will repair cracks that exceed maximum tolerances by surface patching or other methods as required.

(4) **Possible Deficiency** Settling, heaving, or separating of stoops, steps or garage floors.

<b>Performance Standards</b>	Stoops, steps, or garage floors shall not settle, heave, or separate in excess of 3/4 inch from the house structures.
<b>Responsibility</b>	Builder will take whatever corrective action is required to meet the Performance Standard.

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### 3. MASONRY

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#### A. Unit Masonry

<b>Deficiency Possible</b>	Cracks in masonry wall or veneer.
<b>Performance Standard</b>	Small hairline cracks due to shrinkage are common in mortar joints in masonry construction. Cracks greater than 1/4 inch in width are considered excessive.
<b>Responsibility</b>	Builder will repair cracks in excess of Performance Standards by pointing or patching. Builder will not be responsible for color variation between old and new mortar.

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### 4. WOOD AND PLASTIC

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#### A. Rough Carpentry

(1)	<b>Possible Deficiency</b>	Floors squeak or sub floor appears loose.
	<b>Performance Standard</b>	Floor squeaks and loose sub floor are often temporary conditions common to new construction, and a squeak-proof floor cannot be guaranteed.
	<b>Responsibility</b>	Builder will correct the problem only if caused by an underlying construction defect.
(2)	<b>Possible Deficiency</b>	Bowed walls.
	<b>Performance Standard</b>	All interior and exterior walls have slight variances on their finished surfaces. Bowing of walls should not detract from or blemish the wall's finished surface. Walls should not bow more than 1/4 inch out of line within any 32 inch horizontal or vertical measurement.
	<b>Responsibility</b>	Builder will repair to meet Performance Standard.
(3)	<b>Possible Deficiency</b>	Out-of plumb walls.
	<b>Performance Standard</b>	Walls should not be more than 1/4 inch out of plumb for any 32 inch vertical measurement.
	<b>Responsibility</b>	Builder will repair to meet the Performance Standard.
	<b>B. Finish Carpentry (Interior)</b>	
	<b>Possible Deficiency</b>	Sub-standard work of interior trim workmanship.
	<b>Performance Standard</b>	Joints in moldings or joint between moldings and adjacent surface shall not result in open joints exceeding 1/16 inch in width .

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

**C. Finish Carpentry (Exterior)**

**Possible Deficiency** Poor quality of exterior trim workmanship.

**Performance Standard** Joints between exterior trim elements, including siding and masonry, shall not result in open joints in excess of 1/4 inch.

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

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**5. THERMAL AND MOISTURE PROTECTION**

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**A. Waterproofing**

**Possible Deficiency** Leaks in basement.

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

**Responsibility** Builder will take such action as necessary to correct basement leaks except where the cause is determined from Home Owner action or negligence.

**B. Insulation**

**Possible Deficiency** Insufficient insulation.

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

**Responsibility** Builder will install insulation in sufficient amounts to meet Performance Standards.

**C. Louvers and Vents**

**Possible Deficiency** Leaks due to snow or rain driven into the attic through louvers or vents.

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

**Responsibility** None.

**D. Roofing and Siding**

(1) **Possible Deficiency** Ice build-up on roof.

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

**Responsibility** Prevention of ice build-up is a Home Owner maintenance item.

(2) **Possible Deficiency** Roof or Flashing leaks.

**Performance Standard** Roof or Flashing shall not leak under normally anticipated conditions.

**Responsibility** Builder will repair any verified roof or flashing leak.

**E. Sheet Metal**

(1) **Possible Deficiency** Gutters and/or downspouts leak.

**Performance Standard** Gutters and downspouts shall not leak but gutters may overflow during heavy rain.

**Responsibility** **Builder** will repair leaks. It is a Home Owner responsibility to keep gutters and downspouts free of leaves and debris which could cause overflow.

(2) **Possible Deficiency** Water standing in gutters.

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

**Responsibility** Builder will correct to meet Performance Standard.

**F. Sealants**

**Possible Deficiency** Leaks in exterior walls due to inadequate caulking.

**Performance Standard** Joints and cracks in exterior wall shall be properly caulked to exclude the entry of water.

**Responsibility** Builder will repair/or caulk joints in exterior wall as required by Performance Standard.

**6. DOORS AND WINDOWS**

**A. Wood and Plastic Doors**

(1) **Possible Deficiency** Warpage of exterior doors.

**Performance Standard** Exterior doors will warp to some degree due to temperature differential on inside and outside surfaces. However, they shall not warp to the extent that they become inoperable or cease to be weather resistant or exceed National Woodwork Manufacturers Association Standards (1/4 inch, measured diagonally from corner to corner).

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

(2) **Possible Deficiency** Warpage of interior passage doors.

**Performance Standard** Same standard as exterior doors.

**Responsibility** Builder will correct or replace and refinish defective doors to match existing doors as nearly as possible.



**B. Glass**

<b>Possible Deficiency</b>	Broken glass.
<b>Performance Standard</b>	None.
<b>Responsibility</b>	Broken glass not reported to the Builder prior to closing is the Home Owner's responsibility.

**C. Garage Doors**

(1) <b>Possible Deficiency</b>	Garage doors fail to operate properly, under normal use.
<b>Performance Standard</b>	Garage doors shall operate properly.
<b>Responsibility</b>	Builder will correct or adjust garage doors as required.
(2) <b>Possible Deficiency</b>	Garage doors allow entrance of snow or water.
<b>Performance Standard</b>	Garage doors shall be installed as recommended by the manufacturer. Some entrance of elements can be expected.
<b>Responsibility</b>	Builder will adjust or correct garage doors to meet manufacturer's recommendations.

**D. Wood Plastic and Metal Windows**

(1) <b>Possible Deficiency</b>	Malfunction of windows.
<b>Performance Standard</b>	Windows shall operate with reasonable ease, as designed.
<b>Responsibility</b>	Builder will correct or repair as needed.
(2) <b>Possible Deficiency</b>	Condensation and/or frost on windows.
<b>Performance Standard</b>	Windows will collect condensation on interior surfaces when extreme temperature differences and high humidity levels are present. Condensation is usually the result of climatic/humidity conditions.
<b>Responsibility</b>	Unless directly attributed to faulty installation, window condensation is a result of conditions beyond the Builder's control. No corrective action is required.

**E. Weather-stripping and Seals**

<b>Possible Deficiency</b>	Air infiltration around doors and windows.
<b>Performance Standard</b>	Some minor infiltration is normally noticeable around doors and windows, especially during high winds. Poorly fitted weather-stripping shall be adjusted or replaced.
<b>Responsibility</b>	Builder will adjust or correct poorly fitted doors, windows and poorly fitted weather-stripping.

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**7. FINISHES**

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**A. Gypsum Wallboard**

**Possible Deficiency** Defects which appear during first year of the Limited Warranty such as nail pops, blisters in tape, or other blemishes.

**Performance Standard** Slight "imperfections" such as nail pops, seam lines and cracks not exceeding 1/16 inch in width are common in gypsum wallboard installations and are considered acceptable.

**Responsibility** Builder will repair cracks one time only, during the Limited Warranty period.

#### **B. Ceramic Tile**

(1) **Possible Deficiency** Ceramic tile cracks or becomes loose.

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

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

(2) **Possible Deficiency** Cracks appear in grouting of ceramic tile joints or at junctions with other materials such as a bathtub.

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

**Responsibility** Builder will repair grouting if necessary one time only, during the Limited Warranty period. Builder will not be responsible for color variations or discontinued colored grout.

#### **C. Finished Wood Flooring**

**Possible Deficiency** Cracks developing between floor boards.

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

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

#### **D. Resilient Flooring**

(1) **Possible Deficiency** Nail pops appear on the surface of resilient flooring.

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

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

(2) **Possible Deficiency** Depressions or ridges appear in the resilient flooring due to sub floor irregularities.

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

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

**E. Painting**

(1) **Possible Deficiency** Painting required as corollary repair because of other work.

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

**Responsibility** Builder will finish repair areas as indicated.

(2) **Possible Deficiency** Mildew or fungus on painted surfaces.

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

**Responsibility** Mildew or fungus formation is a condition the Builder cannot control and is a Home Owner maintenance item unless it its a result of noncompliance with other sections of the Performance Standard.

**F. Wall Covering**

**Possible Deficiency** Peeling of wall covering.

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

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

**G. Carpeting**

(1) **Possible Deficiency** Open carpet seams.

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

**Responsibility** Builder will correct.

(2) **Possible Deficiency** Carpeting becomes loose, seams separate or stretching occurs.

**Performance Standard** Wall to wall carpeting, installed as the primary floor covering, when stretched and secured properly, shall not come up, become loose, or separate from its point of attachment.

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

(3) **Possible Deficiency** Spots on carpet, minor fading.

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

**Responsibility** None.

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**8. SPECIALTIES**

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**A. Fireplaces**

(1) **Possible Deficiency** Fireplace or chimney does not draw properly.

	<b>Performance Standard</b>	A properly designed and constructed fireplace and chimney shall function properly. It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney. Some homes may need to have a window opened slightly to create an effective draft if they have been insulated and weatherproofed to meet high energy conservation criteria.
	<b>Responsibility</b>	Builder will determine the cause of malfunction and correct, if the problem is one of design construction of the fireplace.
(2)	<b>Possible Deficiency</b>	Firebox paint changed by fire.
	<b>Performance Standard</b>	None.
	<b>Responsibility</b>	None. Heat from fires will alter finish.
(3)	<b>Possible Deficiency</b>	Cracked firebrick and mortar joints.
	<b>Performance Standard</b>	None.
	<b>Responsibility</b>	None. Heat and flames from "roaring" fires will cause cracking.

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## 9. EQUIPMENT

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### A. Residential Equipment

(1)	<b>Possible Deficiency</b>	Surface cracks, joint delaminations and chips in high pressure laminates on vanity and kitchen cabinet countertops.
	<b>Performance Standard</b>	Countertops fabricated with high pressure laminate coverings shall not delaminate.
	<b>Responsibility</b>	Builder will replace delaminated coverings to meet specified criteria. Builder will not be responsible for chips and cracks noted following first occupancy.
(2)	<b>Possible Deficiency</b>	Kitchen cabinet malfunctions.
	<b>Performance Standard</b>	Warpage not to exceed 1/4 inch as measured from face frame to point of furthest warpage with door or drawer front in closed position.
	<b>Responsibility</b>	Builder will correct or replace doors or drawer fronts.

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## 10. PLUMBING

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### A. Water Supply System

	<b>Possible Deficiency</b>	Plumbing pipes freeze and burst.
	<b>Performance Standard</b>	Drain, waste and vent, and water pipes shall be adequately protected, as required by applicable code, during normally anticipated cold weather, and as defined in accordance with ASHRAE design temperatures, to prevent freezing.

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

**B. Plumbing System**

- |     |                             |  |
|-----|-----------------------------|--|
| (1) | <b>Possible Deficiency</b>  | Faucet or valve leak.  |
|     | <b>Performance Standard</b> | No valve or faucet shall leak due to defects in workmanship and materials.   |
|     | <b>Responsibility</b>       | Builder will repair or replace the leaking faucet or valve.  |
| (2) | <b>Possible Deficiency</b>  | Defective plumbing fixtures, appliances, or trim fittings.   |
|     | <b>Performance Standard</b> | Fixtures, appliances, or fittings shall comply with their manufacturer's standards.  |
|     | <b>Responsibility</b>       | Builder will replace any defective fixture or fitting which does not meet acceptable standards, as defined by the manufacturer.  |
| (3) | <b>Possible Deficiency</b>  | Noisy water pipes.   |
|     | <b>Performance Standard</b> | There will be some noise emitting from the water pipe system, due to the flow of water. However, water hammer shall be eliminated .  |
|     | <b>Responsibility</b>       | Builder cannot remove all noises due to water flow and pipe expansion. Builder will correct to eliminate "water hammer."   |
| (4) | <b>Possible Deficiency</b>  | Leakage from any piping.   |
|     | <b>Performance Standard</b> | No leaks of any kind shall exist in any soil, waste, vent, or water pipe. Condensation on piping does not constitute leakage, and is not covered.  |
|     | <b>Responsibility</b>       | Builder will make repairs to eliminate leakage.  |
| (5) | <b>Possible Deficiency</b>  | Stopped up sewers, fixtures, and drains.   |
|     | <b>Performance Standard</b> | Sewers, fixtures, and drains shall operate properly.   |
|     | <b>Responsibility</b>       | Builder will not be responsible for sewers, fixtures, and drains which are clogged through the Home Owner negligence. If a problem occurs, the Home Owner should consult Builder for a proper course of action. Where defective construction is shown to be the cause, the Builder will assume the cost of the repair; where Home Owner negligence is shown to be the cause, the Home Owner shall assume all repair costs. |

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**11. HEATING AND COOLING**

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**A. Heating**

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|-----|-----------------------------|---|
| (1) | <b>Possible Deficiency</b>  | Inadequate heating.   |
|     | <b>Performance Standard</b> | Heating system shall be capable of producing an inside temperature of 70 degrees F, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor winter design conditions as specified |

in ASHRAE handbook. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted.

**Responsibility**

Builder will correct heating system to provide the required temperatures. However, the Home Owner shall be responsible for balancing dampers, registers, and other minor adjustments.

**B. Cooling**

(1) **Possible Deficiency**

Inadequate cooling.

**Performance Standard**

Where air-conditioning is provided, the cooling system shall be capable of maintaining a temperature of 78 degrees F, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor summer design conditions as specified in ASHRAE handbook. In the case of outside temperatures exceeding 95 degrees F, a differential of 15 degrees F from the outside temperature will be maintained. Federal, state, or local energy codes shall supersede this standard where such codes have been locally adopted.

**Responsibility**

Builder will correct cooling system to meet temperature conditions, in accordance with specifications.

**C. Evaporative Cooling**

(1) **Possible Deficiency**

Improper mechanical operation.

**Performance Standard**

Equipment shall function properly at temperature standard set.

**Responsibility**

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

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**12. VENTILATION**

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**A. Air Distribution**

**Possible Deficiency**

Noisy ductwork.

**Performance Standard**

When metal is heated it expands and when cooled it contracts. The result is "ticking" or "crackling" which is generally to be expected.

**Responsibility**

None.

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**13. ELECTRICAL**

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**A. Electrical Conductors, Fuses, and Circuit Breakers**

**Possible Deficiency**

Fuses blow or circuit breakers (excluding ground fault interrupters) "kick out."

**Performance Standard**

Fuses and circuit breakers shall not activate under normal usage.

**Responsibility**

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

**B. Outlets, Switches, and Fixtures**

- (1) **Possible Deficiency** Drafts from electrical outlets.
- Performance Standard** Electrical junction boxes on exterior walls may produce air flow whereby the cold air can be drawn through the outlet into a room. The problem is normal in new home construction .
- Responsibility** None.
- (2) **Possible Deficiency** Malfunction of electrical outlets, switches, or fixtures.
- Performance Standard** All switches, fixtures, and outlets shall operate as intended.
- Responsibility** Builder will repair or replace defective switches, fixtures, and outlets.

**C. Service and Distribution**

- Possible Deficiency** Ground fault interrupter (GFI) trips frequently.
- Performance Standard** Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.
- Responsibility** Builder shall install ground fault interrupter in accordance with approved electrical code. Tripping is to be expected and is not covered, unless due to a construction defect.

**D. Wiring**

- Possible Deficiency** Failure of wiring to carry its designed load.
- Performance Standard** Wiring should be capable of carrying the designed load for normal residential use.
- Responsibility** Builder will check wiring for conformity with local, state, or approved national electrical code requirements. Builder will repair wiring not conforming to code specifications.