THE LIMITED WARRANTY

10 YEAR WRITTEN WARRANTY FOR NEW HOMES IN MARYLAND







RWC LLC®
10 Year New Home Warranties

This Limited Warranty does not cover consequential or incidental damages. The Warrantor's total aggregate liability of this Limited Warranty is limited to the Final Sales Price listed on the Application For Warranty form.

The Builder makes no housing merchant implied warranty or any other warranties, express or implied, in connection with the attached sales contract or the warranted Home, and all such warranties are excluded, except as expressly provided in this Limited Warranty. There are no warranties which extend beyond the face of this Limited Warranty.

Some states do not allow the exclusion or limitation of incidental or consequential damages by the Builder so all of the limitations or exclusions of this Limited Warranty may not apply to you.

Warranty Confirmation

Your validated Warranty consists of your Application for Warranty, the Limited Warranty book, and your Warranty Confirmation. You can confirm your warranty has been validated by RWC, and obtain your Warranty Confirmation, AFTER 60 days from your closing at confirm.rwcwarranty.com. If you do not have access to the Internet, please contact RWC to obtain your Limited Warranty book and Warranty Confirmation.

For your Limited Warranty to be in effect, you should receive the following documentation:
Limited Warranty #341 • Application For Warranty form #316 (Refer to I.B.3. for applicability) • Warranty Confirmation

Insurer: Western Pacific Mutual Insurance Company, A Risk Retention Group

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RESIDENTIAL WARRANTY COMPANY, LLC





Dear Home Buyer,

Congratulations on the purchase of your new Home. This is probably one of the largest, most important investments you've ever made and we wish you many years of enjoyment. You've chosen a Home built by a leading Builder which includes the RWC Limited Warranty, assurance that your investment is well protected. This book explains the Limited Warranty in its entirety, and we encourage you to take time to READ IT CAREFULLY.

This Limited Warranty provides you with protection in accordance with this warranty book for ten full years of Home ownership. During the first two years, your Builder is responsible for specified warranty obligations. In the unlikely event your Builder is unable or unwilling to perform, the Warranty is provided subject to the conditions, terms and exclusions listed. Your Warranty also applies to Major Structural Defects as defined in this book for ten years.

This is not a warranty service contract, but a written ten year limited warranty which your Builder has elected to provide with your Home.

Take time now to read this book. Familiarize yourself with the Warranty and its limitations. Contact your Builder regarding specific construction standards and how they apply to your Home.

Again, congratulations and enjoy your new Home!

Very truly yours,
Residential Warranty Company, LLC

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RWC LLC®

Residential Warranty Company, LLC
5300 Derry Street, Harrisburg, PA 17111
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SECTION
I.

A. Introduction

To help you better understand your Limited Warranty, refer to the following list of definitions which apply in this book.

B. Definitions

1. **Administrator**
   Residential Warranty Company, LLC (RWC) is the Administrator of this Limited Warranty. RWC is neither Warrantor nor Insurer.
2. **Appliances and Items of Equipment, including Attachments and Appurtenances**
   Water heaters, pumps, stoves, refrigerators, compactors, garbage disposals, ranges, dishwashers, washers and dryers, bathtubs, sinks, commodes, faucets, light fixtures, switches, outlets, thermostats, furnaces and oil tanks, humidifiers, oil purifiers, air conditioning materials, in-house sprinkler systems and similar items.
3. **Application For Warranty**
   The form signed at closing by you, the Purchaser, and your Builder which identifies the location, the Effective Date Of Warranty and the Final Sales Price of the enrolled Home. If the Builder is participating in the RWC electronic enrollment process, the Application for Warranty form is eliminated. This information will be included on your Warranty Confirmation.
4. **Arbitrator**
   The person appointed by the independent arbitration service to resolve an Unresolved Warranty Issue.
5. **Builder**
   The person, corporation, partnership or other entity which participates in the RWC Limited Warranty Program and has obtained this Limited Warranty for you.
6. **Consequential Damages**
   All consequential damages including, but not limited to, damage to the Home that is caused by a warranted Defect but is not itself a warranted Defect and costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs.
7. **Cooling, Ventilating and Heating Systems**
   All ductwork, refrigerant lines, steam and water pipes, registers, convectors and dampers.
8. **Defect**
   A condition of any item warranted by this Limited Warranty which exceeds the allowable tolerance specified in this Limited Warranty. Failure to complete construction of the Home or any portion of the Home, in whole or in part, is not considered a Defect.
9. **Dry Well**
   A Dry Well, sometimes called a Seepage Pit, is a subsurface storage facility that temporarily stores and infiltrates storm water runoff from the roofs of structures.
10. **Effective Date Of Warranty**
    The date coverage begins as specified on the Application for Warranty form or on your Warranty Confirmation if your Builder is participating in the electronic enrollment process.
11. **Electrical Systems**
    All wiring, electrical boxes and connections up to the house side of the meter base.



12. **Home**
    The single family dwelling, identified on the Application For Warranty form, which may be a townhome, condominium or duplex.
13. **Insurer**
    Western Pacific Mutual Insurance Company, a Risk Retention Group (WPMIC), located at 9265 Madras Ct, Littleton, CO 80130, phone: (303) 263-0311. *(Refer to Section IV. for instructions on requesting warranty performance.)*
14. **Limited Warranty**
    The terms and conditions contained in this book including any applicable addenda.

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15. Major Structural Defects (MSD)
All of the following conditions must be met to constitute a Major Structural Defect:

a. actual physical damage to one or more of the following specified load-bearing segments of the Home;
b. causing the failure of the specific major structural components; and
c. which affects its load-bearing function to the degree that it materially affects the physical safety of the occupants of the Home.

Load-bearing components of the Home deemed to have MSD potential:

(1) roof framing members (rafters and trusses);
(2) floor framing members (joists and trusses);
(3) bearing walls;
(4) columns;
(5) lintels (other than lintels supporting veneers);
(6) girders;
(7) load-bearing beams; and
(8) foundation systems and footings.

Examples of non-load-bearing elements deemed not to have Major Structural Defect potential:

(1) non-load-bearing partitions and walls;
(2) wall tile or paper, etc.;
(3) plaster, laths or drywall;
(4) flooring and subflooring material;
(5) brick, stucco, stone, veneer, or exterior wall sheathing;
(6) any type of exterior siding;
(7) roof shingles, sheathing and tar paper;
(8) Heating, Cooling, Ventilating, Plumbing, Electrical and Mechanical Systems;
(9) Appliances, fixtures or Items of Equipment;
(10) doors, trim, cabinets, hardware, insulation, paint and stains; and
(11) drainage systems located within or outside the Home.

16. Owner
See Purchaser.

17. Plumbing Systems
All pipes located within the Home and their fittings, including gas supply lines and vent pipes.

18. Purchaser
You. The Purchaser includes the first buyer of the warranted Home and any and all subsequent Owners who take title within the warranty period.

19. Residence
See Home.



20. Sewage Disposal System (Private or Public)
This system includes, but is not limited to, all waste, drainage, sewer pipes and lines, cleanouts, tanks, pumps, drainfields and seepage pits, outside and beyond the exterior wall of the Home.

21. Structurally Attached
An integral part of the Home being structurally supported by footings, block walls or reinforced concrete and connected to the foundation of the Home.

22. Unresolved Warranty Issue
All requests for warranty performance, demands, disputes, controversies and differences that may arise between the parties to this Limited Warranty that cannot be resolved among the parties. An Unresolved Warranty Issue may be a disagreement regarding:

a. the coverages in this Limited Warranty;
b. an action performed or to be performed by any party pursuant to this Limited Warranty;
c. the cost to repair or replace any item covered by this Limited Warranty.

23. Warrantor
Your Builder in Years 1 and 2 (except on Major Structural Defects); the Insurer in Years 1 through 10 on Major Structural Defects and in Years 1 and 2 if your Builder defaults.

24. Warranty Confirmation
The document you obtain by going to confirm.rwcwarranty.com (or by contacting RWC if you do not have access to the Internet). It includes your Validation Number, Effective Date of Warranty, Term of Coverage, and any applicable Addenda.

25. Water Supply System (Private or Public)
This system includes, but is not limited to, all supply and distribution pipes, fittings, valves, pumps and wells, outside the exterior wall of the Home, which supply water to the Home.

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SECTION
II.

A. Introduction to the Limited Warranty

1. This book provides specific details, conditions and limitations of the Limited Warranty including procedures for requesting warranty performance and for binding arbitration, in accordance with the procedures of the Federal Arbitration Act. Additional information may be received by calling RWC at (717) 561-4480. Read this document in its entirety to understand the protection it affords, the exclusions applicable to it, the Warranty Standards which determine its interpretations and operation and your responsibilities.
2. This is NOT an insurance policy, a maintenance agreement or a service contract. It is an explanation of what you, the Purchaser, can expect from this Limited Warranty.
3. Appliances and Equipment included in the Home are not warranted under this Limited Warranty, but may be covered by separate warranties provided by the manufacturer or supplier. These warranties are passed on to you by your Builder at closing and are separate from this Limited Warranty.
4. You are responsible for maintenance of your new Home. General and preventative maintenance are required to prolong the life of your new Home.
5. This Limited Warranty is **automatically transferred** to subsequent Owners during the ten-year term of this Limited Warranty.
6. You should contact the Administrator personally to verify the existence of your Warranty. Further, you should report any Warranty problems, which are not promptly resolved by your Builder, to the Administrator.

B. The Limited Warranty

1. **Actions taken to cure Defects will NOT extend the periods of specified coverages in this Limited Warranty.**
2. Only warranted elements which are specifically designated in the Warranty Standards are covered by this Limited Warranty.
3. The Warrantor has the choice to repair, replace or pay the reasonable cost to repair or replace warranted items which do not meet Warranty Standards and are not excluded in the Limited Warranty.
4. If a warranted MSD occurs during the appropriate coverage period, and is reported as required in **Section IV.,** the Warrantor will repair, replace or pay you the reasonable cost to repair or replace the warranted MSD, limited to actions necessary to restore the MSD to its load-bearing capacity.



C. Warranty Coverage

1. **ONE YEAR COVERAGE:** Your Builder warrants that for a period of one (1) year after the Effective Date Of Warranty, warranted items will function and operate as presented in the Warranty Standards of Year 1, **Section III.A.** Coverage is ONLY available where specific Standards and Actions are represented in this Limited Warranty.
2. **TWO YEAR COVERAGE:** Your Builder warrants that for a period of two (2) years from the Effective Date Of Warranty, specified portions of the Heating, Cooling, Ventilating, Electrical and Plumbing Systems, as defined in this Limited Warranty, will function and operate as presented in the Warranty Standards of Years 1 and 2 only, **Section III.B.**
3. **TEN YEAR COVERAGE:** Major Structural Defects (MSD) are warranted for ten (10) years from the Effective Date Of Warranty.

   The Insurer is the Warrantor in Years 1 through 10 for Major Structural Defects.
4. **CONDOMINIUM COVERAGE:** This Limited Warranty shall only apply to warranted common elements. Warranted common elements are those portions of the defined Electrical, Heating, Ventilating, Cooling, Plumbing and Structural Systems which serve two (2) or more residential units, and are contained wholly within a residential structure. Warranty coverage for common elements shall be for the same periods and to the same extent as similar or comparable items in individual residential units. Examples of common elements which are covered by this Limited Warranty are hallways,

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meeting rooms and other spaces wholly within the residential structure designated for the use of two (2) or more units. Examples of common elements which are not covered under this Limited Warranty are club houses, recreational buildings and facilities, exterior structures, exterior walkways, decks, balconies, arches or any other non-residential structure which is part of the condominium.



D. Conditions

1. This Limited Warranty provides coverage only in excess of coverage provided by other warranties or insurance, whether collectible or not.
2. This Limited Warranty is binding on the Builder and you and your heirs, executors, administrators, successors and assigns.
3. This Limited Warranty shall be interpreted and enforced in accordance with the laws of the state in which the Home is located.
4. This Limited Warranty is separate and apart from your contract and/or other sales agreements with your Builder. It cannot be affected, altered or amended in any way by any other agreement which you may have.
5. This Limited Warranty cannot be modified, altered or amended in any way except by a formal written instrument signed by you, your Builder and the Administrator.
6. If any provision of this Limited Warranty is determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.
7. All notices required under this Limited Warranty must be in writing and sent by email or certified mail, return receipt requested. If you send your written notice by email, your written notice must be sent to warranty.resolution@rwcwarranty.com. The written notice will not be considered received without a valid confirmation of receipt number. If you do not receive a confirmation of receipt number within 48 hours of emailing your written notice, contact RWC by calling (717) 561-4480 and request to speak with the Warranty Resolution Department's Customer Service. If sending your written notice by certified mail, return receipt requested, it must be postage prepaid, to the recipient's address shown on the Application for Warranty form, or to whatever address the recipient may designate in writing.
8. If actions by the Warrantor on any obligations under this Limited Warranty are delayed by an event beyond its control, such performance will be excused until the delaying effects of the event are remedied. Such events include, but are not limited to, acts of God, acts of the common enemy, war, riot, civil commotion or sovereign conduct, epidemic, pandemic, or acts or omissions by you or any other person not a party of this Limited Warranty.
9. If your Builder fails to complete any part of the Home that is reasonably foreseeable to cause damage to the Home, then it is your responsibility to complete such parts of the Home to avoid the damage. If you fail to complete the work, then any resulting damage is not covered under this Limited Warranty. The warranty period for any item completed after the Effective Date of Warranty shall be deemed to have commenced on the Effective Date of Warranty.
10. Costs incurred for unauthorized repairs to warranted items are not reimbursable. Written authorization prior to incurring expenses must be obtained from the Administrator.
11. Whenever appropriate, the use of one gender includes all genders and the use of the singular includes the plural.
12. Under this Limited Warranty, the Warrantor is not responsible for exact color, texture or finish matches in situations where materials are replaced or repaired, or for areas repainted or when original materials are discontinued.
13. Your Builder must assign to you all manufacturers' warranties on products included in the Final Sales Price of your Home. Neither the Insurer nor the Administrator shall be liable for your Builder’s failure to do so.
14. You are responsible for establishing a written, final walk-through inspection list of items in need of service prior to occupancy or closing, whichever is first. This list must be signed and dated by you and your Builder. Keep a copy for your records.

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SECTION
II.





15. Manufacturers warrant many residential construction components that may fall outside the scope of the Builder's responsibilities, such as kitchen appliances, furnaces, air conditioners, and the like. Other less obvious items may include certain types of siding, roofing, or flooring. If there is a warranty problem with one of these components, the buyer should be aware that the Builder may not be responsible for the performance of the product once it is installed. If a problem occurs, the buyer will often deal directly with the manufacturer to have the problem evaluated, and if necessary, rectified. The Builder's responsibilities may end once he or she provides the appropriate information on how to contact the manufacturer, unless otherwise specified in the contract.

E. Exclusions

The following are NOT covered under this Limited Warranty:

1. Loss or damage:
   a. to land.
   b. to the Home, persons or property directly or indirectly caused by insects, birds, vermin, rodents, or wild or domestic animals.
   c. which arises while the Home is used primarily for non-residential purposes.
   d. which is covered by any other insurance or for which compensation is granted by legislation.
   e. resulting directly or indirectly from flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these (whether or not driven by wind), water which backs up from sewers or drains, changes in the water table which were not reasonably foreseeable, water below the surface of the ground (including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool, or other structure), wetlands, springs or aquifers.
   f. from normal deterioration or wear and tear.
   g. caused by material or work supplied by anyone other than your Builder or its employees, agents or subcontractors.
   h. from your or the condominium association's failure to perform routine maintenance on the Home, common areas, common elements or your or the condominium association's grounds.
   i. after Year 1, to, resulting from, or made worse by all components of structurally attached decks, balconies, patios, porches, stoops, porch roofs and porticos.
   j. after Year 1, to, resulting from, or made worse by elements of the Home which are constructed separate from foundation walls or other structural elements of the Home such as, but not limited to, chimneys and concrete floors of basements and attached garages.
   k. to wiring, to and between communication devices from the source of power, whether or not connected to the interior wiring system of the Home. Such devices shall include, but not be limited to, telephone systems not installed by your Builder, television cable systems not installed by your Builder, intercom systems, computer systems and security systems. Sources of power shall include, but not be limited to, service entrance conductors, switches, outlets, receptacles and junction boxes.
   l. to, or caused by, recreational facilities; patios, porches and stoops not structurally attached; decks and balconies which are not bolted to or cantilevered from the main structure of the Home; boundary and/or retaining walls; bulkheads; fences; landscaping, sodding, seeding, shrubs, trees and plantings; sub-surface drainage systems(other than footer drains); lawn sprinkler systems; off-site improvements, including streets, sidewalks, adjacent property and the like; or any other improvements not part of the Home itself.
   m. caused by any item listed as an additional exclusion on the Application for Warranty form.

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SECTION II.

2. Loss or damage resulting from, or made worse by:
   a. changes in the grading of the property surrounding the Home by anyone except your Builder or its employees, agents or subcontractors.
   b. changes in grading caused by erosion.
   c. modifications or additions to the Home, or property under or around the Home, made after the Effective Date Of Warranty (other than changes made in order to meet the obligations of this Limited Warranty).



   d. the weight and/or performance of any type of waterbed or any other furnishing which exceeds the load-bearing design of the Home.
   e. the presence or consequence of unacceptable levels of radon, formaldehyde, carcinogenic substances or other pollutants and contaminants; or the presence of hazardous or toxic materials resulting in uninhabitability or health risk within the Home.
   f. acts or omissions by you, your agents, employees, licensees, invitees; accidents, riots, civil commotion, nuclear hazards, acts of God or nature, fire, explosion, blasting, smoke, drought, water escape, windstorms, tropical storms, hurricanes, hail, lightning, ice, snow, falling trees, aircraft, vehicles, flood, mud slides, sinkholes, mine subsidence, faults, crevices, earthquake, land shock waves or tremors occurring before, during or after a volcanic eruption, or manmade events such as war, terrorism or vandalism.
   g. your failure to perform routine maintenance.
   h. your failure to minimize or prevent such loss or damage in a timely manner.
   i. defects in, but not limited to: recreational facilities; driveways; walkways; patios, porches and stoops not structurally attached; decks and balconies which are not bolted to or cantilevered from the main structure of the Home; boundary and/or retaining walls; bulkheads; fences; landscaping, sodding, seeding, shrubs, trees and plantings; subsurface drainage systems (other than footer drains); lawn sprinkler systems; off-site improvements, including streets, sidewalks, adjacent property and the like; or any other improvements not part of the Home itself.
   j. defects in detached garages or outbuildings (except those which contain Plumbing, Electrical, Heating, Cooling or Ventilating Systems serving the Home, and then only to the extent where Defects would affect these systems). A detached garage is one which is constructed on its own foundation, separate and apart from the foundation of the Home. A breezeway, fence, utility line or similar union shall not cause a garage or outbuilding to be considered attached.
   k. negligent maintenance or operation of the Home and its systems by anyone other than your Builder or its agents, employees or subcontractors.
   l. any portion of a Water Supply System, private or public, including volume and pressure of water flow.
   m. quality and potability of water.
   n. any portion of a Public Sewage Disposal System, including design.
   o. dampness, condensation or heat build-up caused by your failure to maintain proper ventilation.
   p. negligent maintenance or operation of any part of Drywells and Seepage Pits (site specific).
3. Failure of your Builder to complete construction of the Home or any part of the Home on or before the Effective Date Of Warranty or damages arising from such failure. An incomplete item is not considered a Defect, although your Builder may be obligated to complete such items under separate agreements between you and your Builder.
4. Any deficiency which does not result in actual physical damage or loss to the Home.

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SECTION II.

5. Any Consequential Damages.
6. Personal property damage or bodily injury.
7. Violation of applicable Building Codes or ordinances unless such violation results in a Defect which is otherwise covered under this Limited Warranty. Under such circumstances, the obligation of the Warrantor under this Limited Warranty shall only be to repair the defective warranted portion of the Home, but not to restore or bring the Home to conform to code.
8. Any request for warranty performance submitted to the Administrator after an unreasonable delay or later than 30 days after the expiration of the applicable warranty period.
9. Warranted Defects that you repair without prior written authorization of the Administrator.
10. Any damage to or resulting from the use, construction, placement, equipment, components, maintenance, etc., whether inside or outside the Home, of the following: swimming pools, elevators, or solar panels.
11. The removal and/or replacement of items specifically excluded from coverage under this Limited Warranty, such as landscaping or personal property, items not originally installed by your Builder, such as wallpaper, where removal and replacement are required to execute a repair.
12. Any Defect consisting of, caused by, contributed to, or aggravated by moisture, wet or dry rot, mold, mildew, fungus or rust, regardless of the originating cause of any moisture or water penetration that leads to the Defect.
13. Sound transmission and sound proofing between rooms or floor levels.
14. Appliances and Equipment included in the Home are not warranted under this Limited Warranty, but may be covered by separate warranties provided by the manufacturer or supplier. These warranties are passed on to you by your Builder at closing and are separate from this Limited Warranty.
15. Modifications or additions to the Home, or property under or around the Home, made after the Effective Date of Warranty (other than changes made in order to meet the obligations of this Limited Warranty).

F. Limitation of Liability

1. The Warrantor's liability and obligations are limited to the repair, replacement or the payment of the reasonable cost of repair or replacement of warranted items not to exceed an aggregate equal to the Final Sales Price of the Home as listed on the Application for Warranty form or in the absence of an Application for Warranty form, as otherwise provided to the Administrator by the Builder. The choice to repair, replace or make payment is the Warrantor's.
2. All other warranties, express or implied, including, but not limited to, all implied warranties of fitness, merchantability or habitability, are disclaimed and excluded to the extent allowed by law.





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Maryland Warranty Standards

The following Warranty Standards for Maryland are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

SECTION III.

A. YEAR 1 STANDARDS ONLY

1. SITE WORK

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
GENERAL			
1.1 The ground has settled around the foundation, over utility trenches, or in other areas.	Settling of ground around foundation walls, over utility trenches, or in other filled areas shall not interfere with water drainage away from the Home.	If the Builder provided final grading, one time only, the Builder shall fill areas that settle more than 6 inches and that affect proper drainage. The Owner will be responsible for removal and replacement of shrubs, grass, and other landscaping, pavement, sidewalks, or other improvements affected by placement of such fill.	None.
1.2 The site does not drain properly.	The necessary grades and swales shall have been established by the Builder to ensure proper drainage away from the Home. Standing or ponding water shall not remain for extended periods in the immediate area of the house after a rain (generally no more than 24 hours), except in swales that drain other areas or in areas where sump pumps discharge. In these areas a longer period can be anticipated (generally no more than 48 hours). The possibility of standing water after an unusually heavy rainfall should be anticipated by the Owner. No grading determination shall be made while frost or snow is on the ground or while the ground is saturated.	The Builder is responsible only for initially establishing the proper grades and swales. The Owner is responsible for maintaining such grades and swales once they have been properly established by the Builder.	Grass and other landscaping are integral components of the storm water management practice needed to minimize erosion from the site. It is the Owner's responsibility to maintain such grass and other landscaping to help ensure proper functioning of the site drainage system. The Owner is responsible for maintaining such grades and swales once the Builder has properly established them.
1.3 Drywell/Seepage Pits do not drain.	On-site Drywells/Seepage Pits shall be established by the Builder to ensure proper drainage designed to temporarily store and infiltrate rooftop runoff.	The Builder is responsible to establish and ensure proper drainage of Drywell/Seepage Pits. The Owner is responsible for maintaining operation once properly established.	None.
1.4 The site has soil erosion.	Builder is not responsible for soil erosion due to acts of God, or other conditions beyond the Builder's control.	No action required. The Builder is not responsible for erosion due to acts of God, exceptional weather conditions, site alterations by the Owner, lack of maintenance by the Owner, or other conditions beyond the Builder's control.	None.
1.5 Water from a nearby or adjacent property flows onto the Owner's lot.	The Builder is responsible for providing a reasonable means of draining water from rain, melting snow, or ice on the property and in the immediate area of the Home, but the Builder is not responsible for water flowing from nearby or adjacent properties.	No corrective action is required by the Builder.	None.

The Warranty Company reserves the right to correct any misprints or typographical errors.

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SECTION III.

Maryland Warranty Standards

The following Warranty Standards for Maryland are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

1. SITE WORK

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
GENERAL			
1.6 Existing trees, shrubs, or other vegetation may be damaged in the course of construction.	The Builder will review the existing condition of the landscape with the Owner. The Builder will make a reasonable and cost-effective effort to preserve existing landscaping, but the survival of existing landscaping cannot be guaranteed.	No Builder action is needed.	None.

2. FOUNDATION

GENERAL			
2.1 The foundation is out of square.	As measured at the top of the foundation wall, the diagonal of a triangle with sides of 12 feet and 16 feet shall be no more than 1 inch more or less than 20 feet.	The Builder shall make necessary modifications to the foundation not complying with the Performance Guidelines for squareness to provide a satisfactory appearance. The Builder may square the first floor deck or walls by cantilevering over the foundation or locating the deck or walls inset from the outside face of the foundation.	Squareness is primarily an aesthetic consideration. The corrective measure emphasizes the primarily aesthetic nature of squareness and makes the criterion for correction "a satisfactory appearance". This allows the Builder to make either a structural change or some cosmetic modification as most appropriate. There are many instances in which the squareness of a foundation is not of consequence because subsequent construction provides an opportunity to make corrections.
2.2 The foundation is not level.	As measured at the top of the foundation wall, no point shall be more than 1/2 inch higher or lower than any point within 20 feet.	The Builder shall make necessary modifications to any part of the foundation to meet the Performance Guidelines for levelness. This can be effected by leveling the sills with shims, mortar, appropriate fillers or other methods.	None.
2.3 Crack in concrete footing.	Cracks greater than 1/4 inch in width are considered excessive.	The Builder shall repair any cracks in excess of the Performance Guideline, using material designed to fill cracks in concrete.	None.
CONCRETE SLAB			
2.4 Concrete slab within the structure has separated or moved at expansion and contraction joints.	Concrete slabs within the structure are designed to move at expansion and contraction joints.	Because this is normal, no corrective action is required.	Control joints are placed in concrete for the very purpose of encouraging cracking to take place at the joints instead of in random places.

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Maryland Warranty Standards

The following Warranty Standards for Maryland are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

2. FOUNDATION

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
CONCRETE SLAB			
2.5 Efflorescence is present on surface of basement floor.	If the efflorescence is caused by basement water leakage (actual flow and accumulation), the Builder will eliminate the leaks into the structure.	The Builder shall repair to meet the Performance Guideline.	Efflorescence is evidenced by the presence of a white film on the surface of the concrete. It is a particularly common occurrence where masonry or concrete are in contact with high moisture levels as may be found in basements.
2.6 Concrete floor or slab is uneven.	Except where the floor or portion of the floor has been designed for specific drainage purposes, concrete floors in living areas shall not have pits, depressions, or areas of unevenness exceeding 3/8 inch in 32 inches.	The Builder shall correct or repair the floor to meet the Performance Guideline.	A repair can be accomplished by leveling the surface with a material designed to repair uneven concrete.
2.7 The concrete floor slab is cracked.	Minor cracks in concrete floor slabs are normal. Cracks exceeding 3/16 inch in width or 3/16 inch in vertical displacement shall be repaired if the slab is in conditioned space or the crack interferes with the installation of finish flooring.	The Builder shall repair cracks that do not meet the Performance Guideline.	Repairs can be made by using a material designed to fill cracks in concrete.
2.8 Interior concrete work is pitting or spalling. Pitting is evidenced by concrete that has flaked or peeled from the outer surface. Spalling is evidenced by concrete that has chipped.	Interior concrete surfaces shall not pit or spall unless the deterioration is caused by factors outside of the Builder's control.	The Builder shall repair defective concrete surfaces using materials designed for this purpose.	None.
2.9 The interior concrete slab has a loose, sandy surface. This is called “dusting”.	The surface shall not be so sandy as to cause a problem for the finish flooring to be applied.	The surface shall be corrected so as to be suitable for the finish flooring that the Builder had reason to anticipate would be applied.	None.
BASEMENT & CRAWL SPACE WALL - CONCRETE BLOCK			
2.10 Concrete block basement or crawl space wall is cracked.	Cracks in concrete block basement or crawl space walls shall not exceed 1/4 inch in width.	The Builder shall repair cracks to meet the Performance Guideline.	Shrinkage cracks are common in concrete block masonry and should be expected in crawl space and basement walls. Cracks may be vertical, diagonal, horizontal, or stepped-in masonry joints. Repairs can be made by using a material designed to fill cracks in concrete.

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Maryland Warranty Standards

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2. FOUNDATION

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
BASEMENT & CRAWL SPACE WALL - CONCRETE BLOCK			
2.11 Concrete block basement wall is out of plumb.	Block concrete walls shall not be out of plumb greater than 1 inch in 8 feet when measured from the base to the top of the wall.	The Builder shall repair any deficiencies in excess of the Performance Guideline. If the wall is to remain unfinished per contract, and the wall meets building codes as evidenced by passed inspections, then no corrective action is required.	None.
2.12 Concrete block basement wall is bowed.	Block concrete walls shall not bow in excess of 1 inch in 8 feet.	The Builder shall repair any deficiencies in excess of the Performance Guideline. If the wall is to remain unfinished per contract, and the wall meets building codes as evidenced by passed inspections, then no corrective action is required.	None.
2.13 Efflorescence is present on the surface of the basement or crawl space block.	If the efflorescence is caused by water leakage (actual flow and accumulation), the Builder will eliminate the leak into the structure.	The Builder shall repair to meet the Performance Guideline.	Efflorescence is a typical condition caused by moisture reacting with the soluble salts in concrete and forming harmless carbonate compounds. It is evidenced by the presence of a white film on the surface of the concrete. It is a particularly common occurrence where masonry or concrete are in contact with high moisture levels as may be found in basements or crawl spaces.
BASEMENT & CRAWL SPACE WALL - POURED CONCRETE			
2.14 Poured concrete basement wall is out of plumb.	Concrete walls shall not be out of plumb greater than 1 inch in 8 feet when measured vertically.	The Builder shall repair any deficiencies in excess of the Performance Guideline. If the wall is to remain unfinished per contract, and the wall meets building codes as evidenced by passed inspections, then no corrective action is required.	None.
2.15 Exposed concrete wall has pits, surface voids, or similar imperfections in it.	Surface imperfections larger than 1 inch in diameter or 1 inch in depth are considered excessive.	The Builder shall repair imperfections that do not meet the Performance Guideline.	Pits, surface voids, and similar imperfections are sometimes called “bug holes”. More technically, they are called “air surface voids” and are caused by air entrapped at the concrete and concrete form interface. The technical term for larger voids is “honeycomb” and must be dealt with in accordance with this Performance Guideline. One method of repair is to fill the hole or void with a suitable product. The repaired area is unlikely to match the color or texture of the surrounding concrete.

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2. FOUNDATION

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
BASEMENT & CRAWL SPACE WALL - POURED CONCRETE			
2.16 Poured concrete basement wall is bowed.	Concrete walls shall not bow in excess of 1 inch in 8 feet when measured from the base to the top of the wall.	The Builder shall repair any deficiencies in excess of the Performance Guideline. If the wall is to remain unfinished per contract, and the wall meets building codes as evidenced by passed inspections, then no corrective action is required.	None.
2.17 A poured concrete basement or crawl space wall is cracked.	Cracks in poured walls shall not exceed 1/4 inch in width.	The Builder shall repair cracks that do not meet the Performance Guideline, using a material designed to fill cracks in concrete.	Shrinkage cracks and other cracks are common and are inherent in the drying process of poured concrete walls. They should be expected in these walls due to the nature of concrete. The only cracks considered under warranty claims are cracks that permit water penetration or horizontal cracks that cause a bow in the wall.
2.18 A cold joint is visible on exposed poured concrete foundation walls.	A cold joint is a visible joint that indicates where the pour terminated and continued. Cold joints are normal and should be expected to be visible. Cold joints should not be an actual separation or a crack that exceeds 1/4 inch in width.	The Builder shall cosmetically repair any cold joint that exceeds 1/4 inch in width, using a material designed to fill cracks in concrete.	None.
2.19 Efflorescence is present on the surface of the poured concrete basement wall.	If the efflorescence is caused by basement water leakage (actual flow or accumulation), the Builder will eliminate the leak into the structure.	The Builder shall repair to meet the Performance Guidelines.	Efflorescence is a typical condition caused by moisture reacting with the soluble salts in concrete and forming harmless carbonate compounds. It is evidenced by the presence of a white film on the surface of the concrete. It is a particularly common occurrence where masonry or concrete are in contact with high moisture levels as may be found in basements or crawl spaces.
BASEMENT FLOOR & WALLS - MOISTURE & LEAKS			
2.20 Dampness is evident on basement walls or the floor.	Dampness caused by condensation of water vapor on cool walls and floors is not the responsibility of the Builder. Dampness caused by moisture intrusion is unacceptable.	The Builder shall repair to meet the Performance Guideline unless the Owner's action caused the dampness.	Excessive dampness may be caused by Owner action, such as changing the grade around the Home or irrigation systems, and is not the Builder's responsibility.

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2. FOUNDATION

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
BASEMENT FLOOR & WALLS - MOISTURE & LEAKS			
2.21 Water has accumulated in the basement.	Water should not accumulate in the basement.	The Builder will take such actions as are necessary to prevent water from accumulating in the basement unless Owner action caused the accumulation.	The Owner should maintain proper grade away from the dwelling.
CRAWL SPACE			
2.22 Water accumulates in a vented crawl space.	Crawl spaces should be graded and proper exterior foundation drains installed as required by the prevailing building codes to prevent water from accumulating.	The Builder shall take corrective measures to meet the Performance Guideline. The Builder is not responsible if the exterior grading was provided by the Owner or the Owner failed to maintain grades established by the Builder.	None.
2.23 Condensation is evident on the vented crawl space surface.	The Builder shall install the ventilation required by the prevailing building code.	If the crawl space is ventilated as required by applicable building codes, then the Builder need make no further corrective actions. Further reduction of condensation is an Owner maintenance responsibility.	Temporary conditions may cause condensation that cannot be eliminated by ventilation and a vapor barrier because: • Night air gradually cools the interior surfaces of the crawl space. In the morning, moisture picked up by sun-warmed air is carried into the crawl space and condenses on cool surfaces. • At night, outside air may rapidly cool foundation walls and provide a cool surface on which moisture may condense. • If the house is left unheated in the winter, the floors and walls may provide cold surfaces on which moisture in the warmer crawl space air may condense. • Excessive moisture inside a heated house may hit the dew point within or on the colder bottom surface of vapor-permeable floor insulation. The condensation can be reduced by placing a vapor barrier between the insulation and the floor sheathing. If condensation must be entirely eliminated, the Owner can do so by sealing and dehumidifying or heating the crawl space, or by heating and dehumidifying the house.

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2. FOUNDATION

COLUMNS

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
2.24 An exposed wood column is bowed or out of plumb.	Exposed wood columns shall not bow or be out of plumb more than 3/4 inch in 8 feet.	The Builder shall repair any deficiencies in excess of the Performance Guidelines.	Wood columns may become distorted as part of the drying process. Bows and other imperfections that develop after installation cannot be prevented or controlled by the Builder.
2.25 An exposed concrete column is installed bowed or out of plumb.	Exposed concrete columns shall not be installed with a bow in excess of 1 inch in 8 feet. They should not be installed out of plumb in excess of 1 inch in 8 feet.	The Builder shall repair any deficiencies in excess of the Performance Guideline.	None.
2.26 Masonry column or pier is out of plumb.	Masonry columns or piers should not be constructed out of plumb in excess of 1 inch in 8 feet.	The Builder shall repair any deficiencies in excess of the Performance Guideline.	None.
2.27 Steel column is out of plumb.	Steel columns shall not be out of plumb in excess of 3/8 inch in 8 feet when measured vertically.	The Builder shall repair any deficiencies in excess of the Performance Guideline.	None.

3. WOOD FLOOR FRAMING

FLOOR SYSTEM

3.1 Springiness, bounce, shaking, or visible sag is present in the floor system.	All beams, joists, headers, and other dimensional or manufactured structural members shall be sized according to the manufacturers' specifications or applicable local building codes.	The Builder shall reinforce or modify, as necessary, any member of the floor system not meeting the Performance Guideline.	Deflection may indicate insufficient stiffness in the lumber, or may reflect an aesthetic consideration independent of the strength and safety requirements of the lumber. Structural members are required to meet standards for both stiffness and strength. When an Owner's preference is made known before construction, a higher standard may be agreed upon by the Builder and the Owner.

BEAMS, COLUMNS & POSTS

3.2 An exposed wood column, post, or beam is split.	Sawn wood columns, posts, or beams shall meet the grading standard for the species used.	The Builder shall repair or replace any column, post, or beam that does not meet the Performance Guideline. Filling splits with appropriate filler is an acceptable method of repair.	Columns and posts will sometimes split as they dry after installation. Splitting is acceptable and is not a structural concern if columns or posts have been sized according to manufacturers' specifications or local building codes. Splitting is primarily an aesthetic concern rather than a structural concern.

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SECTION III.

Maryland Warranty Standards

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3. WOOD FLOOR FRAMING

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
BEAMS, COLUMNS & POSTS			
3.3 An exposed wood beam or post is twisted or bowed.	Exposed wood posts and beams shall meet the grading standard for the species used. Posts and beams with bows and twists exceeding 3/4 inch in an 8-foot section will not be installed and those that develop bows and twists exceeding 3/4 inch in an 8-foot section are considered excessive.	The Builder shall repair or replace any beam or post with a bow or twist that exceeds the Performance Guideline.	Beams and posts, especially those 3 1/2 inches or greater in thickness (which normally are not kiln dried) will sometimes twist or bow as they dry after milling or installation. Twisting or bowing is usually not a structural concern if posts and beams have been sized according to manufacturers' specifications or applicable building codes.
3.4 An exposed wood beam or post is cupped.	Cups exceeding 1/4 inch in 5 1/2 inches are considered excessive.	The Builder shall repair or replace any beam or post with a Defect that does not meet the Performance Guideline.	Cupped lumber is lumber that has warped or cupped across the grain in a concave or convex shape. Beams and posts, especially those 3 1/2 inches or greater in thickness (which normally are not kiln dried), will sometimes cup as they dry after milling or installation.
PLYWOOD & JOISTS			
3.5 The wood subfloor squeaks or appears loose.	Although a totally squeak-proof floor cannot be guaranteed, frequent, loud squeaks caused by improper installation or loose subflooring are deficiencies.	The Builder shall refasten any loose subfloor or take other corrective action to reduce squeaking to the extent possible within reasonable repair capability without removing floor and ceiling finishes. Fastening loose subflooring with casing nails into carpet and counter sinking the head is an acceptable method of repair. Snap-off screws may also be used to refasten subflooring through carpet.	There are many possible causes of floor squeaks. One of the more common sources of squeaks is wood moving along the shank of a nail. Squeaking frequently occurs when lumber, floor sheathing, or boards move slightly when someone walks over them. Boards and floor sheathing may become loose due to shrinkage of the floor structure or sub-floor as it dries after installation or seasonal changes in temperature and humidity. Nails used to fasten metal connectors (joist hangers, tie-down straps, etc.) may cause squeaks. Because of the nature of wood and construction methods, it is practically impossible to eliminate all squeaks during all seasons.
3.6 Wood sub-floor is uneven.	Sub-floors shall not have more than a 1/4 inch ridge or depression within any 32 inch measurement. Measurements should not be made at imperfections that are characteristic of the code-approved material used. This Performance Guideline does not cover transition points between different materials.	The Builder shall correct or repair the sub-floor to meet the Performance Guideline.	None.

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3. WOOD FLOOR FRAMING

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
PLYWOOD & JOISTS			
3.7 Wood floor is out of level.	The floor should not slope more than 1/2 inch in 20 feet. Crowns and other lumber characteristics that meet the standards of the applicable grading organization for the grade and species used are not Defects. Deflections due to overloading by the Owner are not the Builder's responsibility.	The Builder shall make a reasonable and cost-effective effort to modify the floor that does not comply with the Performance Guideline.	Sloped floors have both an aesthetic and functional consideration. Measurements for slope should be made across the room, not in a small area.
3.8 Deflection and/or flex is observed in a floor system constructed of wood I-joists, floor trusses, or similar products.	All wood I-joists and other manufactured structural components in the floor system shall be sized and installed as provided in the manufacturers' specifications and code requirements.	The Builder shall reinforce or modify, as necessary, any floor component not meeting the Performance Guideline.	Some deflection and/or flex is normal and is not an indication of deficiency in the strength and safety of the product. If an Owner requests it, the Builder and Owner may agree to more stringent criteria in writing prior to construction.

4. WALLS

WALL FRAMING			
4.1 A framed wall is not plumb.	The interior face of wood-framed walls shall not be more than 3/8 inch out of plumb for any 32 inches in any vertical measurement.	The Builder shall repair to meet the Performance Guideline.	None.
4.2 The wall is bowed.	Walls shall not bow more than 1/2 inch out of line within any 32 inch horizontal measurement, or 1/2 inch out of line within any 8 foot vertical measurement.	The Builder shall repair to meet the Performance Guideline.	All interior and exterior walls have slight variances in their finished surface. On occasion the underlying framing may warp, twist, or bow after installation.
4.3 Deflection is observed in a beam, header, girder, or other dimensional or manufactured structural member in a wall.	All beams, headers, girders, and other dimensional or manufactured structural members in the wall system shall be sized according to the manufacturers' specifications and applicable building codes.	The Builder shall reinforce or modify, as necessary, any beam, header, girder, or other dimensional or manufactured structural member in the wall system that does not meet the Performance Guideline.	None.

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4. WALLS

	OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
	MOISTURE BARRIERS & FLASHING			
4.4	Bulk water is penetrating around a window or door.	Windows and doors will be installed and flashed in accordance with manufacturer's specifications and/or as required by prevailing building codes.	The Builder shall correct to meet the Performance Guideline.	None.
4.5	An exterior wall leaks because of improper caulking installation or failure of the caulking material.	Joints and cracks in exterior wall surfaces and around openings shall be caulked to prevent the entry of water.	One time only, the Builder shall repair or caulk joints and cracks in exterior wall surfaces, as required to correct deficiencies.	Even when properly installed, caulking eventually will shrink and crack. Maintenance of caulking is the Owner's responsibility.
	WALL INSULATION			
4.6	Insulation is insufficient.	The Builder shall install insulation according to R-Values designated in the contract documents or as required by the prevailing building code.	The Builder shall install insulation to meet the Performance Guideline.	None.
4.7	Foam or cellulose insulation appears to sag or shrink away from the cavity during the warranty period.	Shrinkage/sagging should not be more than 1/2 inch at the top and 1/8 inch on sides.	The Builder will correct insulation to meet the Performance Guideline.	Some space is created by the shrinkage of the framing members and not the insulation, and is both expected and acceptable to some extent.
	EXTERIOR FINISH - WOOD & WOOD COMPOSITE SIDING			
4.8	Siding is bowed.	Bows exceeding 1/2 inch in 32 inches are unacceptable.	The Builder shall replace any wood siding with bows that does not meet the Performance Guideline, and finish replacement siding to match the existing siding as closely as practical.	If the siding is held by nails into studs, expansion caused by increasing relative humidity may cause bulges or waves. Even with proper installation, siding will tend to bow inward and outward in adjacent stud spaces.
4.9	An edge or gap is visible between adjacent pieces of siding or siding panels and other materials.	Gaps wider than 3/16 inch are considered excessive, unless the siding is installed as prescribed by manufacturer's instructions.	The Builder shall repair gaps that do not meet the Performance Guideline.	Proper repair can be effected by providing joint covers or by caulking the gap. This is important if the gaps were intentionally made for expansion joints. If the siding is painted, the Builder will paint the new caulking to match the existing caulking as closely as practical, but an exact match cannot be ensured.
4.10	Siding is not parallel with the course above or below.	A piece of lap siding may not be more than 1/2 inch off parallel with contiguous courses in any 20 foot measurement.	The Builder shall reinstall siding to meet the Performance Guideline for straightness, and replace any siding damaged during removal with new siding.	None.

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4. WALLS

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
EXTERIOR FINISH - WOOD & WOOD COMPOSITE SIDING			
4.11 Face nails are driven below the surface of the wood composite siding.	Siding nails should be driven in accordance with the manufacturer's installation instructions.	The Builder shall repair as necessary to meet Performance Guideline by filling with appropriate filler. Touch-up paint may not match the surrounding area.	None.
4.12 Siding boards have buckled, warped, or cupped.	Boards that project more than 3/16 inch in 5 1/2 inches are considered excessive.	The Builder shall repair or replace any boards that do not meet the Performance Guideline.	Buckling warping, or cupping is caused by wood expanding as a result of increased temperature and/or relative humidity.
4.13 Siding boards have split.	Splits wider than 1/8 inch and longer than 1 inch are considered excessive.	The Builder will repair siding boards that do not meet the Performance Guideline by filling with appropriate filler. Touch-up paint may not match the surrounding area.	None.
4.14 Wood siding, shakes or shingles have “bled” through paint or stain applied by Builder.	Resins and extractives bleeding through paint or stain, or blackening of siding, shakes or shingles is considered normal and is especially noticeable if natural weathering, white paint, or semitransparent stain is specified for the project.	None.	None.
4.15 Siding has delaminated.	Siding shall not delaminate.	Delaminated siding is covered under manufacturer’s warranty, unless the delamination was caused by the Owner’s actions or negligence. The Owner shall contact the manufacturer for warranty coverage.	None.
4.16 Nail stains are visible on siding or ceiling boards.	Stains exceeding 1/2 inch from the nail which are readily visible from a distance of more than 20 feet are considered excessive.	The Builder shall remove stains that do not meet the Performance Guideline.	Stains can be caused by oxidation of nails or leaching of extractives from the wood. Use of galvanized nails (even double hot dipped) will not necessarily prevent staining.
EXTERIOR FINISH - ALUMINUM OR VINYL SIDING			
4.17 Aluminum or vinyl siding is bowed or wavy.	Some waviness in aluminum or vinyl lap siding is to be expected because of bows in studs. Waves or similar distortions in aluminum or vinyl lap siding are considered excessive if they exceed 1/2 inch in 32 inches.	The Builder shall correct any waves or distortions to comply with the Performance Guideline by reinstalling or replacing siding as necessary.	This problem can be caused by the siding being nailed too tightly to the house instead of loosely “hung” in the center of the nail slots, or by not allowing adequate room for the siding to expand. Siding fasteners should be installed in the center of the nail slot with a 1/32 inch spacing (thickness of a dime) between the siding and the fastener to allow for expansion and contraction.

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4. WALLS

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
EXTERIOR FINISH - ALUMINUM OR VINYL SIDING			
4.18 Siding is faded.	Any color siding, when exposed to the ultra-violet rays of the sun, will fade and this condition cannot be prevented by the Builder. However, panels installed on the same wall shall fade at the same rate.	No corrective action is required of the Builder. The Owner should contact the siding manufacturer.	Color warranties are provided by the siding manufacturer. The Owner should contact the manufacturer with questions or claims regarding changes in color of vinyl or aluminum siding. Color and fade imperfections beyond an expected degree may be covered by the manufacturer's warranty, except where siding is shaded differently from the rest of the wall, such as under shutters or behind vegetation.
4.19 Aluminum or vinyl siding trim is loose.	Trim shall not separate from the house more than 1/4 inch.	The Builder shall reinstall trim as necessary to comply with the Performance Guideline.	Vinyl siding and accessories should not be caulked in most circumstances, as it could impact the product's contraction and expansion characteristics.
4.20 Aluminum or vinyl siding courses are not parallel with eaves or wall openings.	Any piece of aluminum or vinyl lap siding more than 1/2 inch off parallel in 20 feet with a break such as an eave or wall opening is considered excessive.	The Builder shall reinstall siding to comply with the Performance Guideline and replace any siding damaged during the removal with new siding.	None.
4.21 Nail heads show in aluminum or vinyl siding.	No nail heads in the field of the siding shall be exposed.	The Builder shall install trim as necessary to cover the nails. Builder will install proper trim accessories to avoid face nailing.	Vinyl siding generally should not be face nailed. However, there are appropriate and typical occasions when a single face nail may be needed to reinforce a joint or fasten the siding to the wall when it is cut to fit around window frames, doors, roofs, or other obstructions on the wall. In most cases (the only exception would be the top piece on a gable end), vinyl siding should never need to be face nailed when proper accessory products are used. For example, under a window application the trim (j-channel) can be utilized in conjunction with utility trim and snap-punching the top of the modified vinyl siding. If face nailing is the only option, a 1/8 inch diameter hole should be pre-drilled to allow for expansion and contraction.

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4. WALLS

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
EXTERIOR FINISH - ALUMINUM OR VINYL SIDING			
4.22 Aluminum or vinyl lap siding trim accessory is loose from caulking at windows or other wall openings.	Siding trim accessories shall not separate from caulking at windows or other wall openings during the warranty period.	The Builder shall repair or recaulk as necessary to eliminate the separation one time only during the warranty period.	None.
4.23 Aluminum or vinyl siding is cut unevenly.	Gaps shall comply with the manufacturer's guidelines.	The Builder shall ensure that the appropriate trim/accessory is installed to eliminate potentially revealing site cuts. If cuts in siding panels are so uneven that they are not concealed by trim, the panel shall be replaced.	Cut edges of vinyl siding should never be visible when proper trim and accessories are used.
4.24 Aluminum or vinyl siding is not correctly spaced from moldings.	Prescribed spacing between siding and accessory trim is typically 1/4 inch, or should comply with the manufacturer's installation specifications.	The Builder shall correct the spacing to meet the Performance Guideline.	None.
EXTERIOR FINISH - CEMENT BOARD SIDING			
4.25 Cement board siding is cracked or chipped.	A cement product, this siding is susceptible to the same characteristic limitations as other cement products. Cracks more than 2 inches in length and 1/8 inch in width are considered excessive. Chips or dents not reported on a pre-closing walk through list are not covered.	Cracked or chipped cement board will be repaired or replaced as necessary, as determined by the Builder.	The manufacturer's instructions include guidelines to reduce chipping or cracking of siding.
4.26 Cement board siding is improperly fastened.	Siding shall be nailed flush and perpendicular per the manufacturer's specifications. Staples shall not be used.	The Builder shall correct or repair improperly fastened boards. Overdriven nail heads or nails driven at an angle shall be filled with siding manufacturer's specified product.	None.
EXTERIOR FINISH - MASONRY & VENEER			
4.27 Masonry or veneer wall or mortar joint is cracked.	Cracks visible from distances in excess of 20 feet or larger than 1/4 inch in width are not acceptable.	The Builder shall repair cracks in excess of the Performance Guideline by tuck pointing, patching or painting. The Builder will not be responsible for color variation between original and new mortar or between the brick or stone and the pointing material.	Hairline cracks resulting from shrinkage and cracks due to minor settlement are common in masonry or veneer and do not necessarily represent a Defect.

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4. WALLS

EXTERIOR FINISH - MASONRY & VENEER

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
4.28 Exterior cut bricks are of different thickness below openings in masonry walls.	Cut bricks used in the course directly below an opening shall not vary from one another in thickness by more than 1/4 inch. The smallest dimension of a cut brick should be greater than 1 inch.	The Builder shall repair the wall to meet the Performance Guideline.	Bricks are cut to achieve required dimensions at openings and ends of walls when it is not possible to match unit/mortar coursing. An exact match of brick and mortar after a repair cannot be guaranteed.
4.29 Brick veneer course is not straight.	No point along the bottom of any course shall be more than 1/4 inch higher or lower than any other point within 10 feet along the bottom of the same course, or 1/2 inch in any length.	The Builder shall rebuild the wall as necessary to meet the Performance Guideline.	Dimensional variations of the courses depend upon the variations in the brick selected. An exact match of brick and mortar after a repair cannot be guaranteed.
4.30 Brick veneer is spalling.	Spalling of newly manufactured brick should not occur and is considered excessive. Spalling of used brick is acceptable.	Defective brick is covered by the manufacturer's warranty. No corrective action is required by the Builder.	None.
4.31 Mortar stain on exterior brick or stone.	Exterior brick and stone shall be free from mortar stains detracting from the appearance of the finished wall when viewed from a distance of 20 feet.	The Builder shall clean the mortar stains to meet the Performance Guideline.	None.
4.32 Efflorescence is present on masonry or mortar surface.	This is a common condition caused by moisture reacting with the soluble salts in the mortar.	None.	Efflorescence is evidenced by the presence of a white film on the surface of masonry or mortar. It is a particularly common occurrence where masonry or concrete are in contact with high moisture levels because masonry products absorb and retain moisture.
4.33 There is water damage to interior walls as a result of a leak in the exterior brick or stone.	Exterior brick and stone walls should be constructed and flashed according to the prevailing building code to prevent water penetration to the interior of the structure under normal weather conditions.	The Builder shall repair the wall to meet the guideline, unless the water damage resulted from factors beyond the Builder's control.	Water penetration resulting from external factors such as extreme weather conditions or sprinkler systems are not the Builder's responsibility.

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Maryland Warranty Standards

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4. WALLS

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
EXTERIOR FINISH - STUCCO & PARGE			
4.34 Exterior stucco wall surface is cracked.	Cracks in exterior stucco wall surfaces shall not exceed 1/8 inch in width.	One time only, the Builder shall repair cracks exceeding 1/8 inch in width. Caulking and touch-up painting are acceptable. An exact color or texture match may not be attainable.	Hairline cracks in stucco or cement plaster (parging) are common especially if the coatings have been applied directly to masonry backup.
4.35 Colors, texture, or both of exterior stucco walls are not uniform.	The colors of new exterior stucco walls may not perfectly match the colors of old exterior stucco walls, nor is it expected that exact matches will be attained for the same material that is applied on different days or under differing environmental conditions (e.g., temperature, humidity, etc.).	No corrective measure is required. Because of the unique nature of stucco finishes, exact match of color may not be possible.	Coloring of stucco is unique to field variables and it is impractical to achieve a color match between stucco coatings applied at different times.
4.36 Coating has separated from the base on an exterior stucco wall.	The coating shall not separate from the base on an exterior stucco wall during the warranty period.	The Builder shall repair areas where the coating has separated from the base.	Coloring of stucco is affected by a number of variables. It is impractical to achieve a color match between stucco coatings applied at different times.
4.37 Lath is visible through stucco.	Lath should not be visible through stucco, nor should the lath protrude through any portion of the stucco surface.	The Builder shall make necessary corrections so that lath is not visible. The finish colors may not match.	None.
4.38 Rust marks are observed on the stucco finish coat.	Rust marks on the stucco surface are considered excessive if more than 5 marks measuring more than 1 inch long occur per 100 square feet.	The Builder may repair or replace affected subsurface components, or seal the rusted areas and recolor the wall.	Rusting may be present in more humid climates due to the natural state of sand used in cement-based products which could include metallic components.
4.39 There is water damage to the exterior wall cavity as a result of a leak in the stucco wall system.	Stucco walls should be constructed and flashed to prevent water penetration to the interior of the structure under normal weather and water conditions. Damage to the stucco system caused by external factors out of the Builder's control that result in water penetration is not the Builder's responsibility.	If water penetration is the result of a system failure and doesn't result from external factors, the Builder shall make necessary repairs to prevent water penetration through the stucco wall system.	Water penetration resulting from external factors such as windblown moisture or sprinkler systems is not the Builder's responsibility.

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4. WALLS

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
EXTERIOR TRIM			
4.40 Gaps show in exterior trim.	Joints between exterior trim elements, including siding and masonry, shall not result in joints opened wider than 1/4 inch. In all cases the exterior trim shall perform its function of excluding the elements.	The Builder shall repair open joints that do not meet the Performance Guideline. Caulking is acceptable.	None.
4.41 Exterior trim board is split.	Splits wider than 1/8 inch and longer than 1 inch are considered excessive.	The Builder shall repair splits by filling with a durable filler. Touch-up painting may not match the surrounding area.	None.
4.42 Exterior trim board is bowed or twisted.	Bows and twists exceeding 3/8 inch in 8 feet are unacceptable.	The Builder shall repair Defects that do not meet the Performance Guideline by refastening or replacing deformed boards. Touch-up painting may not match the surrounding area.	None.
4.43 Exterior trim board is cupped.	Cups exceeding 3/16 inch in 5 1/2 inches are unacceptable.	The Builder shall repair Defects that do not meet the Performance Guideline by refastening or replacing deformed boards. Touch-up painting may not match the surrounding area.	None.
PAINT, STAIN & VARNISH			
4.44 Exterior painting, staining or refinishing is required because of repair work does not match existing exterior finish.	Repairs required under these Performance Guidelines shall be finished to match the immediate surrounding areas as closely as practical when viewed under normal lighting conditions from a distance of 20 feet.	The Builder will finish repaired areas as indicated matching as closely as possible.	Touch-up painting staining, or refinishing may not match the surrounding areas exactly in color or sheen because the original coating may have been exposed to sunlight, pollution, weather and other conditions over a period of time.
4.45 Exterior paint or stain has peeled or flaked.	Exterior paints and stains shall not peel or flake during the first year.	If exterior paint or stain has peeled, developed an alligator pattern, or blistered, the Builder will properly prepare and refinish affected areas and match the color as closely as practical. Where deterioration of the finish affects more than 50 percent of the piece of trim or wall area, the Builder will refinish the entire wall.	None.
4.46 Exterior paint or stain has faded.	Fading of exterior paints and stain is common. The degree of fading depends on environmental conditions.	Because fading is a common occurrence in paint and stains, no corrective action is required.	None.

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4. WALLS

PAINT, STAIN & VARNISH

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
4.47 There is paint or stain overspray on surfaces not intended for paint or stain.	Paint or stain overspray on surfaces not intended for paint or stain that is visible at a distance of 6 feet under normal lighting conditions is not acceptable.	The Builder shall clean affected surfaces without damaging the surface.	None.

5. DOORS

EXTERIOR DOORS

5.1 Exterior door is warped.	Exterior doors shall not warp to the extent that they become inoperable or cease to be weather-resistant. A 1/4 inch tolerance as measured diagonally from corner to corner is acceptable.	The Builder shall correct or replace exterior doors that do not meet the Performance Guideline.	Most exterior doors will warp to some degree due to the difference in the temperature and humidity between inside and outside surfaces; 1/4 inch across the plane of the door measured diagonally from corner to corner is an acceptable tolerance. Warping may also be caused by improper or incomplete finishing of the door including sides, top, and bottom. The Builder is not responsible for warpage if painting of doors is not within Builder's scope of work.
5.2 Raw wood shows at the edges of inset panel inserted into a wood exterior door during the manufacturing process.	This is a common occurrence in wood doors with panels.	None.	Wood products expand and contract with changes in temperature and humidity. Wooden inserts are often loosely fitted into the rails to allow the inserts to move; this minimizes splitting of the panel or other damage to the door.
5.3 A wooden door panel is split.	Split panels shall not allow light to be visible through the door.	One time only, the Builder shall repair and paint, or stain the split panel that does not meet the Performance Guideline. Caulking and fillers are acceptable. The repainted area may not match the remainder of the door or other doors on the house.	Wooden inserts are loosely fitted into the door to allow the inserts to move; this minimizes splitting of the panel or other damage to the door. On occasion, a panel may become "locked" by paint or expansion of the edges with changes in temperature and humidity and no longer "float" between the rails. This may result in the panel splitting.

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5. DOORS

EXTERIOR DOORS

	OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
5.4	Exterior door sticks or binds.	Exterior doors shall operate smoothly, except that doors may stick during occasional periods of high humidity or with variations in temperature.	The Builder shall adjust or replace the door to meet the Performance Guideline if the problem is caused by faulty workmanship or materials.	Exterior doors may warp or bind to some degree because of the difference in the temperature and/or humidity between inside and outside surfaces. The Builder is not responsible for warpage if painting of doors is not within Builder's scope of work. Any changes to originally installed door hardware, weather-stripping or other door components that cause improper operation are not the Builder's responsibility.
5.5	Exterior door will not close or latch.	Exterior doors will close or latch.	The Builder shall adjust the door or latching mechanism to meet the Performance Guideline, one time only.	Exterior doors may warp or bind to some degree because of the difference in the temperature and/or humidity between inside and outside surfaces. Latching also can be affected by natural settling. Subsequent adjustments may be necessary by the Owner. The Builder is not responsible for warpage if painting of doors is not within Builder's scope of work.
5.6	Plastic molding on the primary door behind the storm door melts from exposure to sunlight.	It is a common occurrence for the plastic molding behind storm doors to melt. The plastic moldings behind the storm doors should not melt if the storm panel is removed and reinstalled by the Owner during normal maintenance operations.	None.	Plastic moldings may melt or deform if the exterior door is covered by a storm door panel during a warm season, or if it faces the sun. This is not a Defect of the door, but a problem caused by the trapping of heat between the storm panel and the door. The Owner is also cautioned to follow manufacturer's recommendations on painting on the moldings with a dark color, with or without the use of a storm panel. Dark colors should be avoided.
5.7	Caulking or glazing on the primary door behind the storm door cracks or peels.	It is a common occurrence for caulking or glazing on the primary door behind the storm door to crack or peel. Glazing or caulking behind storm doors should not crack or peel if the storm panel is removed and installed by Owner as part of seasonal maintenance operations (i.e., removed in the spring and reinstalled in the fall).	None.	High temperatures may cause glazing and caulking to harden and/or fail prematurely if the door is covered by a storm panel during a warm season or if it faces the sun. This is not a Defect of the door, caulking, or glazing, but a problem caused by the trapping of heat between the door and the storm panel. The Owner is reminded that dark colors tend to accumulate heat and are more likely to cause problems.

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5. DOORS

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
EXTERIOR DOORS			
5.8 Door swings open or closed by the force of gravity.	Exterior doors shall not swing open or closed by the force of gravity alone.	The Builder shall adjust the door to prevent it from swinging open or closed by the force of gravity.	None.
5.9 The reveal around an exterior door edge, door jamb, and threshold is uneven.	Gaps between adjacent components shall not vary by more than 3/16 inch, along each side of the door.	The Builder shall repair existing unit to meet Performance Guideline.	Doors must have gaps at their perimeter to accommodate expansion/contraction due to variations in temperature and/or humidity and to enable the door to operate over a wide range of environmental conditions.
5.10 Sliding patio door or screen will not stay on track.	Sliding patio doors and screens shall slide properly on their tracks at the time of substantial completion of the Home. The cleaning and maintenance necessary to preserve proper operation are an Owner responsibility.	The Builder shall repair once during the warranty period.	Proper operation should be verified by the Owner and the Builder at the time the Home is accepted.
5.11 Sliding patio door does not roll smoothly.	Sliding patio doors shall roll smoothly at the time the Home is accepted. The cleaning and maintenance necessary to preserve proper operation are an Owner responsibility.	The Builder shall adjust the door once during the warranty period.	Proper operation should be verified by the Owner and the Builder at the time the Home is accepted.
5.12 A doorknob, deadbolt, or lockset does not operate smoothly.	A doorknob, deadbolt, or lockset should not stick or bind during operation.	One time only, the Builder shall adjust, repair, or replace knobs that are not damaged by the Owner.	None.
5.13 Exterior door hardware or kickplate has tarnished.	Finishes on door hardware installed by Builder are covered by manufacturer's warranty.	None.	None.
5.14 Air movement or light is observed around a closed exterior door.	Weather-stripping will be installed and sized properly to seal the exterior door when closed in order to prevent excessive air infiltration.	The Builder shall adjust exterior door unit or weather-stripping to meet Performance Guidelines.	Doors must have gaps at their perimeter to accommodate expansion/contraction due to variations in temperature and/or humidity and to enable the door to operate over a wide range of environmental conditions. Weather-stripping seals the gaps required for proper operations to prevent excessive air infiltration. At times of high wind or temperature differentials inside the Home and outside, there may be noticeable air movement around a closed door's perimeter. A small glimmer of light seen at the corners of the door unit is normal. Weather-stripping should be kept cleaned and maintained by the Owner.

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6. WINDOWS

GENERAL

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
6.1 Window is difficult to open or close.	Windows should require no greater operating force than that described in the manufacturer's specifications.	The Builder shall correct or repair the window as required to meet the Performance Guideline.	None.
6.2 Window glass is broken and/or screen is missing or damaged.	Glass should not be broken and screens should not be damaged at the time of acceptance of the Home. Screens required by the contract shall be installed.	Broken glass and/or missing or damaged screens reported to the Builder prior to closing will be installed or replaced. Broken glass and/or screens not reported prior to substantial completion of the Home are the Owner's responsibility.	None.
6.3 Scratches appear on surface of glass.	Glass surfaces shall not have scratches visible from 10 feet under normal lighting conditions at the time of acceptance of the Home.	The Builder shall replace any scratched glass or mirror surface if noted on a pre-closing walk through list.	None.
6.4 Window grids, grills, or muntins fall out or become out of level.	Window grids, grills, or muntins shall not disconnect, fall, or become out of level.	Window grids, grills, or muntins will be repaired or replaced at the Builder's discretion one time only.	None.
6.5 Water is observed in the Home around a window unit during or after rain.	Window installation will be performed in accordance with manufacturer's specifications so that water does not intrude beyond the drainage plane of the window during normal rain conditions. Windows will resist water intrusion as specified by the window manufacturer.	The Builder will correct any deficiencies attributed to improper installation. Any deficiencies attributed to the window unit's performance will be addressed by the window manufacturer's warranty.	Leakage at the glazing interface is covered under the manufacturer's warranty. Windows have a limited ability to resist excessive wind-driven rain, but should perform according to manufacturer's specifications. The Owner is responsible for keeping weep holes clean of debris as they are designed to allow wind-driven rain to be diverted from the window sill.

7. ROOFS

ROOF STRUCTURE

7.1 Roof ridge deflects.	Roof ridge deflection greater than 1 inch in 8 feet is considered excessive.	The Builder shall repair any affected ridge that do not meet the Performance Guideline.	None.
7.2 A rafter or ceiling joist bows (up or down).	Bows greater than 1 inch in 8 feet are excessive.	The Builder shall repair affected rafters or joists that bow in excess of the Performance Guideline.	None.
7.3 Roof trusses have deflected.	All roof trusses and other manufactured structural roof components in the roof system will be sized according to the manufacturers' specifications or structural engineers' requirements and prevailing building codes.	The Builder shall reinforce or modify as necessary any roof truss or other manufactured structural roof components in the roof system that do not meet the Performance Guideline.	Deflection is a normal condition that is considered as part of the engineering design of the roof trusses and other manufactured structural roof components. Deflection may be aesthetic consideration independent of the strength and safety requirements of the product.

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7. ROOFS

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
ROOF STRUCTURE			
7.4 Roof trusses have lifted from the adjoining interior walls.	Moisture differences between the upper chord and lower chord (unheated versus adjacent interior heated spaces) may cause the lower chords to move. Deflection is a normal condition that is considered as part of the engineering design of the roof trusses.	No corrective action is required by the Builder.	Truss uplift (deflection) is an aesthetic consideration and is independent of the strength and safety requirements of the truss. This situation will be more prevalent in the winter due to greater variance in moisture, temperature and snow load in some regions.
ROOF STRUCTURE - ROOF SHEATHING			
7.5 Roof sheathing is wavy or appears bowed.	Roof sheathing shall not bow more than 1/2 inch in 2 feet.	The Builder shall straighten bowed roof sheathing as necessary to meet the Performance Guideline.	In rare instances, the Builder might have to install blocking between the framing members to straighten the sheathing. Under certain viewing conditions and light, minor irregularities in the roof may be observed. This may be particularly apparent on truss framing with asphalt shingles.
7.6 Nails or staples are visible through sheathing or boards (decking) at overhangs.	The length of nails and staples used to secure roofing materials is determined by the manufacturer's installation instructions and the prevailing building code.	No corrective action is required by the Builder.	Nails and staples may protrude through sheathing at overhangs. Their appearance is only an aesthetic concern.
ROOF VENTS			
7.7 An attic vent or louver leaks.	Attic vents and louvers shall not leak. However, infiltration of wind-driven rain and snow are not considered leaks and are beyond the control of the Builder.	The Builder shall repair or replace the roof vents as necessary to meet the Performance Guideline.	None.
7.8 Attic ventilation is insufficient.	The total roof vent area will meet the requirements of the prevailing building codes.	The Builder shall correct roof ventilation as necessary to meet the Performance Guideline.	Attic ventilation can be provided in a variety of ways and proper ventilation is a calculation of total ventilation that may be obtained through ridge vents, soffit vents, gable vents, attic fans, fresh air vents or any combination thereof. Some attics are sealed or finished as conditioned space and do not require outside ventilation. It is the Owner's responsibility to keep the vent locations free from obstructions.

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7. ROOFS

ROOF COVERINGS

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
7.9 The roof or flashing leaks.	Roofs and flashing shall not leak under normal conditions.	The Builder shall repair any verified roof or flashing leaks not caused by ice buildup, leaves, debris, abnormal conditions, or the Owner's actions or negligence.	It is the Owner's responsibility to keep the roof drains, gutters, and downspouts free of ice, leaves and debris.
7.10 Ice builds up on the roof.	During prolonged cold spells, ice is likely to build up at the eaves of a roof. This condition can naturally occur when snow and ice accumulates.	None. Prevention of ice buildup on the roof is an Owner maintenance item.	None.
7.11 Shingles have blown off.	Shingles will be installed according to the applicable prevailing building code and the manufacturer's installation instructions and perform in accordance with the manufacturer's warranty.	If shingles were not installed per manufacturer's installation instructions, the Builder shall repair or replace in the affected area.	Replacement shingles may not match existing shingles.
7.12 Shingles are not horizontally aligned.	Shingles should be installed according to the manufacturer's standards/specifications.	The Builder shall remove shingles that do not meet the Performance Guideline, and will repair or replace them with new shingles that are properly aligned.	The bottom edge of dimensional shingles may be irregular; the irregularity is an inherent part of the design.
7.13 Asphalt shingle edges or corners are curled or cupped.	Asphalt shingle edges and corners shall not curl or cup. These conditions are a manufacturer's warranty issue.	None. The Owner should contact the manufacturer of the roofing shingle.	None.
7.14 Asphalt shingles do not overhang edges of roof, or hang too far over edges of roof.	Shingles should be installed according to manufacturer's instructions and applicable to the prevailing building code.	The Builder shall reposition or replace shingles as necessary to meet the Performance Guideline.	In high wind areas, shingles may be purposely installed so they do not extend beyond the edges of the roof. This is to reduce the chance of wind picking the edges up.
7.15 Shading or shadowing pattern appears on new shingle roof.	Shading or shadowing differences may occur on a new roof.	None.	None.
7.16 Asphalt shingles have developed surface buckling.	Asphalt shingle surfaces need not be perfectly flat. Buckling higher than 1/4 inch is considered excessive.	The Builder shall repair or replace the affected shingles to meet the Performance Guideline.	Replacement shingles may not match existing shingles. Reasonable time should be given in cooler weather for shingles to warm and lay flat.
7.17 Sheathing nails have loosened from framing and raised the shingles.	Nails shall not loosen from roof sheathing to raise shingles from surface.	The Builder shall repair all areas as necessary to meet the Performance Guideline.	It is not uncommon for nails to "work themselves out" due to variations in temperature. The Builder can re-drive or remove and replace fasteners that withdraw from the framing. Any resulting holes should be sealed or the shingle should be replaced (a perfect color/shade match cannot be assured).

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7. ROOFS

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
ROOF COVERINGS			
7.18 Roofing nails or fasteners are exposed at ridge or hip of a roof.	Nails and fasteners shall be installed in accordance with manufacturer's instructions.	The Builder shall seal and/or repair areas to meet Performance Guideline.	None.
7.19 Areas of a shingle roof are stained.	Roof shingles may stain.	None.	Black stains are indicative of mold that is unavoidable even when stain resistant shingles are installed. Whitish stain can be caused by chemicals in the metal of roof vents or the surrounding metal of pipes leaching onto the roof.
7.20 Holes from construction activities are found on the roof surface.	Holes from construction activities shall be flashed or sealed to prevent leakage.	The Builder shall repair to meet the Performance Guideline.	None.
7.21 Water is trapped under membrane roofing	Water shall not become trapped under membrane roofing.	If water becomes trapped under membrane roofing during the warranty period, the Builder shall repair or replace the roofing as necessary to meet the Performance Guideline.	None.
7.22 Membrane roofing is blistered but does not leak.	Surface blistering of membrane roofing is caused by unusual conditions of heat and humidity acting on the asphalt and is a common occurrence.	None.	None.
7.23 Water is standing on a flat roof.	Water shall drain from a flat roof except for minor ponding within 24 hours of a rainfall or according to manufacturer's specifications.	The Builder shall take corrective action to assure proper drainage of the roof to meet the Performance Guidelines.	None.
CHIMNEY			
7.24 Crack in masonry chimney cap or crown causes leakage.	It is common for caps to crack due to expansion and contraction. As a result, leaks may occur.	If cracking causes leakage the Builder shall repair the cap or crown. Caulking or other sealant is acceptable.	None.
7.25 New chimney flashing leaks.	New chimney flashing shall not leak under normal conditions.	The Builder shall repair leaks in new chimney flashing that are not caused by ice buildup, other common occurrences, or by the Owner's actions or negligence.	The accumulation of ice and snow on the roof is a natural occurrence and cannot be prevented by the Builder.

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7. ROOFS

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
GUTTERS & DOWNSPOUTS			
7.26 Gutter or downspout leaks.	Gutters and downspouts shall not leak.	The Builder shall repair leaks in gutters and downspouts. Sealants are acceptable.	None.
7.27 Gutter overflows during a heavy rain.	Gutters may overflow during a heavy rain.	The Builder shall repair if gutters overflow during normal rains.	The Owner is responsible for keeping gutters and downspouts free from debris that could cause overflow.
7.28 Water remains in the gutter after a rain.	The water level shall not exceed 1/2 inch in depth if the gutter is unobstructed by ice, snow, or debris.	The Builder shall repair the gutter to meet the Performance Guideline. The Owner is responsible for maintaining gutters and downspouts and keeping them unobstructed.	Builders usually install residential gutters with minimal slope in order to maintain an attractive appearance. Installing gutters with 1/32 inch drop in 1 foot generally will prevent water from standing in the gutters. Even so, small amounts of water may remain in some sections of the gutter for a time after a rain. In areas with heavy rainfall and/or ice buildup, a steeper pitch or additional downspouts may be desirable.
SKYLIGHTS			
7.29 Skylight or a light tube leaks.	Skylights and light tubes shall be installed in accordance with manufacturer's specifications. Leaks resulting from improper installation are unacceptable.	The Builder shall repair any improperly installed skylights or light tubes to meet the Performance Guideline.	Condensation on interior surfaces is not a leak and not considered a Defect.

8. PLUMBING

WATER SUPPLY SYSTEM			
8.1 A pipe, valve, or fitting leaks.	No leaks of any kind shall exist in any water pipe, valve, or fitting.	The Builder shall make repairs to eliminate leakage.	None.
8.2 Condensation is observed on pipes, fixtures, and plumbing supply lines.	Condensation on pipes, fixtures, and plumbing supply lines may occur at certain combinations of temperature and indoor humidity.	None. The Owner is responsible for controlling humidity in the Home.	The Owner may insulate pipes and supply lines.
8.3 Water in plumbing pipe freezes, and the pipe bursts.	Drain, waste, vent, and water pipes shall be adequately protected to reduce the possibility of freezing at the design temperatures and based on the applicable building or plumbing code.	The Builder shall correct situations not meeting the applicable code.	The Owner is responsible for draining or otherwise protecting pipes and exterior faucets exposed to freezing temperatures.
8.4 The water supply system fails to deliver water.	All on-site service connections to the municipal water main or private water supply are the responsibility of the Builder at the time of acceptance of a Home.	The Builder shall repair the water supply system if the failure results from defective installation or materials. Conditions beyond the control of the Builder that disrupt or eliminate the water supply are not covered.	None.

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8. PLUMBING

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
WATER SUPPLY SYSTEM			
8.5 The water pressure is low.	The plumbing system shall be designed in accordance with the prevailing plumbing code. It should deliver water at the expected water pressure based on the pressure supplied to the Home. If the water source is from either a public source or a private well supplied by the Owner, then the Builder has no control over the pressure and thus no responsibility.	When water pressure is determined by public or private (well) water source, no corrective action is required by Builder.	Low water pressure may also be a condition created by the low flow requirements on some plumbing fixtures.
8.6 Water pipe is noisy.	Because of the flow of water and pipe expansion/contraction, the water pipe system will emit some noise. However, the pipes should not make the pounding noise called "water hammer."	The Builder cannot remove all noises caused by water flow and pipe expansion. However, the Builder shall correct the system to eliminate "water hammer" required by the prevailing plumbing code.	None.
8.7 The water heater is not properly secured.	The water heater shall be properly installed according to the manufacturer's specifications and the prevailing code.	The Builder shall secure the water heater as needed to meet the Performance Guideline.	None.
PLUMBING FIXTURES			
8.8 A faucet leaks.	A faucet will not leak as a result of Defects in materials and workmanship.	The Builder shall repair or replace the leaking faucet if the Builder provided the fixture.	None.
8.9 The bathtub or shower leaks.	Bathtubs and showers shall not leak.	The Builder shall repair bathtub or shower leaks as necessary to meet the Performance Guideline.	Proper repair can be affected by sealing areas around tubs and showers. Maintenance of caulk seals is an Owner responsibility.
8.10 Plumbing fixture, appliance, or trim fitting is defective.	Plumbing fixtures, appliances, and trim fittings shall not be damaged at the time of acceptance of the Home.	None. Defective trim fittings, appliances, and fixtures are covered under manufacturer's warranty.	None.
8.11 The surface of a plumbing fixture is cracked or chipped.	Cracks and chips in surfaces of showers, bathtubs and sinks are considered excessive if they are visible from 3 feet in normal lighting conditions.	The Builder shall inspect and if necessary, repair any fixture that does not meet the Performance Guideline. The Builder will not be responsible for repairs unless the damage is reported to the Builder prior to acceptance of the Home. If the problem resulted from a manufacturing defect, then the manufacturer's warranty will take precedence over the Builder's responsibilities.	None.
8.12 The surface of a plumbing fixture is stained. The fixture has an accumulation of minerals on it or the fixture has been etched or corroded.	High mineral content in water can cause staining or corrosion of plumbing fixtures.	None.	None.

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SECTION III.

Maryland Warranty Standards

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8. PLUMBING

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
PLUMBING FIXTURES			
8.13 A tub or shower enclosure base flexes excessively.	To be installed according to manufacturer's specifications.	Builder shall repair the base to meet Performance Guideline.	It is normal for various tub and shower enclosure designs and materials to exhibit some flexing. Minimal noises may be associated with such movement.
8.14 A vanity top with an integrated sink is cracked.	Vanity tops shall not have cracks.	The Builder shall repair or replace the vanity top to meet the Performance Guidelines. Cracks must be noted prior to substantial completion of the Home.	None.
8.15 A plumbing fixture does not deliver hot water.	The plumbing lines and fixtures should be correctly installed and operating to allow fixtures to deliver hot water at a temperature that is similar to the temperature as it leaves the hot water source, given the normal heat loss from delivery from the source to the fixture.	The Builder shall correct the plumbing lines and/or adjust fixtures to meet the Performance Guideline.	Hot water tanks or tankless water heaters are sometimes set at low temperatures to conserve energy and prevent young children from burning themselves. Likewise, some fixtures include safety devices to prevent scalding and may restrict the fixtures' ability to deliver water as hot as some consumers may desire. The time of delivery can also be affected by the distance of a fixture from the hot water source.
SANITARY SEWER OR SEPTIC SYSTEM			
8.16 Sewer, fixture, or drain is clogged.	Sewers, fixtures, and drains shall drain as designed.	The Builder is not responsible for sewers, fixtures, and drains that are clogged because of the Owner's actions or negligence. If a problem occurs, the Owner should consult the Builder for corrective action. If defective installation is the cause, the Builder is responsible for correcting the problem. If the Owner's actions or negligence is the cause, the Owner is responsible for correcting the problem.	With respect to septic systems, Owner actions that constitute negligence under this Performance Guideline include but are not limited to the following: • Connection of sump pump, roof drains, or backwash from a water conditioner into the system. • Placement of non-biodegradable items into the system. • Use of a food waste disposer not supplied or approved by the Builder. • Placement of surfaces not permeable to water over the disposal area of the system. • Allowing vehicles to drive or park over the disposal area of the system. • Failure to pump out the septic tank periodically, as required. • Use that exceeds the system's design standards. • Allowing water to pond over the disposal area.

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Maryland Warranty Standards

The following Warranty Standards for Maryland are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

8. PLUMBING

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
SANITARY SEWER OR SEPTIC SYSTEM			
8.17 The septic system does not operate as designed.	The septic system will function as designed and specified by the local authority.	If a problem occurs, the Owner should consult the Builder for corrective action. The Builder shall correct problems caused by improper installation. If Owner action or negligence is the cause, the Owner is responsible for correcting the problem.	Owner actions that constitute negligence under this Performance Guideline include but are not limited to the following: • Connection of sump pump, roof drains, or backwash from a water conditioner into the system. • Placement of non-biodegradable items into the system. • Use of a food waste disposer not supplied or approved by the Builder. • Placement of surfaces not permeable to water over the disposal area of the system. • Allowing vehicles to drive or park over the disposal area of the system. • Failure to pump out the septic tank periodically, as required. • Use that exceeds the system's design standards. • Lack of vegetation maintenance over drain fields. • Allowing water to pond over the disposal area.
8.18 A toilet does not discharge wastewater properly.	Toilet shall perform in accordance with manufacturer's specification.	The Builder shall repair or replace the toilet not meeting the Performance Guideline.	Toilets are designed to flush personal waste and toilet paper. Owners should not flush products that are nominally biodegradable such as personal wipes, paper towels or napkins. Similarly, non-biodegradable items like feminine hygiene products, cotton balls or plastics should not be flushed. While many of these items may clear the toilet, they may cause blockage in the drain pipe. Owners should avoid flushing prescription medications and other drugs.

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SECTION III.

Maryland Warranty Standards

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8. PLUMBING

SANITARY SEWER OR SEPTIC SYSTEM

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
8.19 The flushing level does not result in initiating a flush or water constantly enters the toilet.	The flushing mechanism should function properly at the time of substantial completion.	The Builder shall repair the flushing mechanism so that it operates properly.	None.
8.20 A sewer odor is noticeable inside the Home coming from the wastewater system.	A sewer odor should not be detectable inside the Home under normal conditions.	The Builder shall take the steps necessary to meet the Performance Guideline.	The Owner should keep the plumbing traps filled with water. Extended non-use of a water fixture can allow the water in its trap to evaporate, thus providing a path for sewer gases to enter the Home. Depending on humidity conditions, the Owner should fill traps by adding a quart of water to bathtubs, laundry tubs, and the like that are not used regularly, approximately every couple of months.

9. ELECTRICAL

FUSES & CIRCUIT BREAKERS

9.1 Fuse blows or circuit breaker trips.	Fuses and circuit breakers shall not be tripped by normal usage.	The Builder shall check wiring circuits and components for conformity with applicable electrical code requirements. The Builder will correct noncompliant elements.	Blown fuses and tripped breakers are symptoms of a problem in some part of the electrical system in the Home or some Owner product connected to the system. Although defective components are possible, most electrical malfunctions are caused by Owner-owned fixtures and appliances. The Owner should unplug or disconnect fixtures and appliances on the circuit and then replace the fuse or reset the breaker. If the problem recurs, the Builder should be notified.

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Maryland Warranty Standards

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9. ELECTRICAL

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
FUSES & CIRCUIT BREAKERS			
9.2 A ground fault circuit interrupter (GFCI) or arc fault circuit interrupter (AFCI) trips frequently.	GFCIs and AFCIs should perform as intended and will be installed in accordance with applicable electrical codes.	The Builder shall install ground fault and arc fault circuit interrupters in accordance with applicable electrical codes. Tripping is to be expected and is not covered unless it is caused by a component failure or incorrect installation.	Both ground fault and arc fault circuit interrupters are very sensitive devices and are easily tripped. GFCIs protect outlets in wet areas (for example, bathrooms, kitchens, garages, exterior, etc.). Outlets protected by GFCIs may be connected in series; it may not be readily apparent that an inoperative convenience outlet is the result of a tripped GFCI in another room (and not necessarily in the electrical panel). AFCIs sometimes are installed to protect bedroom circuits. The most common cause of tripping by AFCIs is damaged cords or plugs on Owners' lamps, small appliances or other devices. AFCIs are usually found in the electrical panel.
9.3 A circuit breaker trips.	Circuit breakers should not be tripped by normal usage.	The Builder will check wiring, circuits, and components for conformity with prevailing electrical code. The Builder will correct noncompliant elements during warranty period.	Prevailing electrical code determines the types of circuits and their design loads. When maximum capacity is exceeded, the fuse or breaker will trip. If a 15 amp circuit is tripped, the Owner should try plugging the device into a 20 amp circuit to see if the device exceeds the lower capacity. Blown fuses and tripped breakers are symptoms of a problem in some part of the Home's electrical system or a consumer product connected to the system. Although components may be defective, Consumer-owned fixtures and appliances usually are responsible for electrical malfunctions and nuisance tripping. The Owner should unplug or disconnect fixtures and appliances on the circuit and then replace the fuse or reset the breaker. If the problem reoccurs, the Owner should notify the Builder.

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Maryland Warranty Standards

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9. ELECTRICAL

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
FUSES & CIRCUIT BREAKERS			
9.4 The Home has lost partial power.	The electrical supply to the Home should be installed in accordance with the prevailing electrical codes.	The Builder will check the wiring for conformity with prevailing electrical codes. The Builder will correct noncompliant elements during the warranty period.	The Owner should check the circuit breakers and reset as needed. If this does not correct the situation, one leg of the power supply serving the Home may no longer be operational. This may happen following a storm. The Owner should contact the local utility company and report the situation. The Builder is not responsible for the failure of wiring or connectors located before the service enters the Home or of the adequate supply of service by the local utility company.
OUTLETS & LIGHTS			
9.5 Electrical outlets, switches, or fixtures malfunction.	All electrical outlets, switches, and fixtures shall operate as designed.	The Builder shall repair or replace malfunctioning electrical outlets, switches, and fixtures, if supplied and installed by the Builder.	None.
9.6 Wiring fails to carry its designed load.	Wiring shall be capable of carrying the designed load for normal residential use.	The Builder shall verify that wiring conforms to applicable electrical code requirements. The Builder will repair wiring not conforming to code.	None.
9.7 A light fixture is tarnished.	Finishes on light fixtures may be covered under manufacturer's warranty.	No action is required of the Builder. Owner should contact manufacturer.	None.
9.8 Interior receptacle or switch covers protrude from the wall.	Interior receptacle or switch covers should not be more than 1/16 inch from the adjoining wall surface.	The Builder shall adjust the covers to meet Performance Guideline.	Some textured wall finishes may not allow a cover to be installed flush.
9.9 The Owner's 220-volt appliance cord does not fit the outlet provided by the Builder.	The Builder shall install electrical outlets required by applicable electrical code.	None.	The Owner is responsible for obtaining an appliance cord that fits the outlets provided by the Builder.
9.10 Lighting dims or flickers when other electrical devices are in use.	General lighting outlets should be installed per the prevailing electrical codes.	The Builder will repair or replace outlets to meet the Performance Guideline.	Lighting outlets are designed for moderate use devices such as clocks, radios and lamps. When larger devices such as vacuum cleaners, copiers, space heaters and irons are added, the startup surge may cause lights to dim or flicker. Air conditioners and heat pumps have the potential to cause all light fixtures in the Home to dim or flicker. All circuits have the potential for dimming.

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9. ELECTRICAL

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
OUTLETS & LIGHTS			
9.11 Low-voltage lighting flickers.	Low-voltage lighting should operate as designed.	The Builder shall repair or replace malfunctioning low-voltage fixtures if they were supplied and installed by the Builder.	Low-voltage transformers are sized according to the fixtures that are installed on a circuit. The transformers must have sufficient ventilation around them. Owners who add fixtures or change the wattage in fixtures after the circuit is designed and installed may cause the transformer to be undersized for a particular application.
FANS			
9.12 A ceiling fan vibrates excessively and/or is noisy.	The Builder shall install ceiling fans in accordance with the manufacturer's specifications (including blade balances).	The Builder shall correct any fan installation not in accordance with Performance Guideline if the fan was supplied and installed by the Builder.	There are varying levels of performance for ceiling fans and some noise or vibration may be inherent in the specific fan installed.
SMOKE DETECTORS			
9.13 A smoke or carbon monoxide detector "chirps" or otherwise malfunctions.	Detectors should operate as designed prior to acceptance of the Home.	The Builder shall repair or replace the smoke or carbon monoxide detector to eliminate chirping. If chirping is caused by low batteries, it is the Owner's responsibility to replace the detector's batteries.	Most smoke or carbon monoxide detectors are powered by both the Home's electrical power and a backup battery. "Chirping" is an indication that the battery is weak or is not installed. If the chirping occurs on a new smoke detector, the Builder will check the battery, verify that the detector is wired correctly, and replace the device if necessary. Safety officials recommend that Owners change the batteries in smoke detectors semi-annually when daylight saving time begins and ends.
TELEPHONE & CABLE WIRING			
9.14 Telephone and cable television wiring do not operate as intended.	Telephone and cable television wiring should be installed by the Builder in accordance with the prevailing building codes.	The Builder shall repair telephone or cable television wiring not meeting the Performance Guideline.	The Builder is not responsible for the failure of wiring or connectors located before the service provider enters the Home.

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9. ELECTRICAL

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
RECESSED LIGHTING			
9.15 Recessed can lights turn off.	Recessed lighting should operate as designed.	The Builder shall repair recessed can lights not meeting the Performance Guideline.	Recessed can lights have temperature sensors, or "thermal cutouts" that shut the lights off if the temperature gets too high. The temperature will get too high if a bulb higher than the maximum design wattage is used. Lights fitted with an enclosed trim (shower trim) will shut off if left on for an extended time and are operating as intended.

10. INTERIOR CLIMATE CONTROL

AIR FILTRATION & DRAFTS			
10.1 Air infiltrates around exterior doors or windows.	Some infiltration is usually noticeable around doors and windows. Weather-stripping will be installed and sized properly to seal the exterior door when closed. Windows will be installed per the manufacturer's instructions.	The Builder shall correct to meet the Performance Guideline.	At times of high wind or temperature differentials inside the Home and outside, there may be noticeable air movement around the closed door's perimeter or window. In high-wind areas, the Owner may elect to have storm windows and doors installed to further reduce drafts. Doors must have gaps at their perimeter to accommodate expansion and contraction due to variations in temperature and/or humidity and to enable the door to operate over a wide range of environmental conditions. Weather-stripping seals the gaps required for proper operations to prevent excessive air infiltration. A small glimmer of light seen at the corners of the door unit is normal. Weather-stripping should be kept clean and maintained by the Owner.
10.2 Draft comes through electrical outlet.	Electrical outlets and switch boxes on exterior walls may allow cold air to flow through or around an outlet into a room.	No action is required of the Builder, except to conform to the prevailing building code. The Owner may elect to install foam insulation pads under switch and outlet plates to help decrease drafts.	None.

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10. INTERIOR CLIMATE CONTROL

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
AIR FILTRATION & DRAFTS			
10.3 The temperature or humidity of the Home seems to change when the central vacuum system is operated.	No corrective action is required by the Builder.	None.	Most central systems expel air to the outside (i.e., out of the Home). This results in a partial vacuum that causes outside air to be drawn into the Home to make up for the expelled air. The introduction of unconditioned outside air may well be perceptible.
HUMIDITY CONTROL & CONDENSATION			
10.4 Water, ice, frost or condensation is observed on the interior frame or glass surface of a window.	Windows will be installed in accordance with the manufacturer's specifications and applicable building code.	No action is required of the Builder unless the water, ice or frost is directly attributed to faulty installation (i.e., that deviates from the manufacturer's specifications and/or applicable building code).	Condensation usually results from conditions beyond the Builder's control. Moisture in the air can condense into water and collect on cold surfaces, particularly in the winter months when the outside temperature is low. Blinds and drapes can prevent air within the building envelope from moving across the cold surface and picking up the moisture. Occasional condensation (water) in the kitchen, bath or laundry area is common. It is the Owner's responsibility to maintain proper humidity by properly operating Heating and Cooling Systems and allowing moving air within the Home to flow over the interior surface of the windows. In hot, humid climates, condensation can occur on the outside of windows when the outdoor humidity is especially high (in early mornings when windows are cool). Air conditioning vents are usually aimed at windows and glass doors to maximize comfort. Blinds and drapes may eliminate this problem.
DUCTS & AIRFLOW			
10.5 The ductwork makes noises.	Ductwork will be constructed and installed in accordance with applicable mechanical code requirements.	No corrective action is required by the Builder unless the duct does not comply with the prevailing building code.	Metal expands when it is heated and contracts when it cools. The "ticking" or "crackling" sounds caused by the metal's movement are common.

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10. INTERIOR CLIMATE CONTROL

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
DUCTS & AIRFLOW			
10.6 The ductwork produces excessively loud noises commonly known as oil canning.	The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not "oil can." The booming noise caused by oil canning is not acceptable.	The Builder shall correct the ductwork to eliminate noise caused by oil canning.	None.
10.7 There is airflow noise at the register.	The register should be correctly installed according to the prevailing building code.	None, if installed correctly. If installed incorrectly, Builder shall correct according to the prevailing building code.	Under certain conditions, some noise may be experienced with the normal flow of air when product is installed correctly. See manufacturer's specifications.
10.8 The air handler or furnace vibrates.	These items shall be installed in accordance with the manufacturer's specifications and applicable codes.	If installed correctly, the Builder shall correct the items according to manufacturer's specifications and code requirements.	Under certain conditions, some vibrating may be experienced with normal flow of air, even when air handlers and furnaces are installed correctly. See manufacturer's specifications. Debris in the furnace or air handler could cause unit to become out of balance and vibrate. It is the Owner's responsibility to keep units clear of debris.
10.9 The ductwork separates or detaches.	Ductwork shall remain intact and securely fastened.	The Builder shall reattach and resecure all separated or unattached ductwork.	None.
10.10 There is insufficient air flow to registers.	The ductwork should be correctly installed according to manufacturer's instructions and the applicable mechanical code.	The Builder shall correct ductwork to meet the Performance Guideline. If the airflow is adequate to properly condition the room, no corrective action is required of the Builder.	The adequacy of airflow may be subjective. See Heating System and Central Air Condition System Performance Guidelines regarding the adequacy of the Heating and Cooling Systems.
HEATING SYSTEM			
10.11 The Heating System is inadequate.	The Heating System shall be capable of producing an inside temperature of 70 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor under local, outdoor winter design conditions. National, state, or local energy codes shall supersede this Performance Guideline where such codes have been locally adopted.	The Builder shall correct the Heating System to provide the required temperature in accordance with the applicable code specifications. However, the Owner will be responsible for balancing dampers and registers and for making other necessary minor adjustments.	Closed interior doors, closed registers, and dirty filters can restrict airflow and may affect the system's performance.

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10. INTERIOR CLIMATE CONTROL

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
CENTRAL AIR CONDITIONING SYSTEM			
10.12 Cooling of rooms is inadequate.	If air conditioning is installed by the Builder, the Cooling System shall be capable of maintaining a temperature of 78 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor under local outdoor summer design conditions. In the case of outside temperatures exceeding 95 degrees Fahrenheit, the system shall keep the inside temperature 15 degrees Fahrenheit cooler than the outside temperature. National, state, or local codes shall supersede this Performance Guideline where such codes have been locally adopted.	The Builder shall correct the Cooling System to provide the required temperature in accordance with the applicable code specifications.	Closed interior doors, closed registers, and dirty filters can restrict air flow and may affect the system's performance.
10.13 A condensate line is clogged.	Condensate lines must be free of all clogs to operate properly.	Condensation lines shall eventually clog under normal use. The Builder will provide unobstructed condensation lines at the time the Home is accepted. The Owner is responsible for maintaining them in that condition.	None.
10.14 There is a refrigerant line or fittings leak.	Refrigerant lines and fittings shall not leak during normal operation.	The Builder shall repair leaking refrigerant lines or fittings and recharge the air conditioning unit unless the damage was caused by the Owner's actions or negligence.	None.
10.15 There is condensation on the outside of air handlers, refrigerant lines, or ducts.	Moisture may condense on the exterior surfaces of air handlers, lines, and ducts under some temperature differences and high humidity levels.	No action is required of the Builder, unless the condensation is directly attributed to faulty installation.	Condensation usually results from conditions beyond the Builder's control. Moisture in the air can condense (to form water) and collect on cold duct surfaces, particularly in the summer months when the outside humidity is high.
HEATING & COOLING SYSTEMS			
10.16 The radiant floor has cold spots.	The radiant floor should be installed according to the manufacturer's instructions.	The Builder shall correct to meet the Performance Guideline.	Depending on the size, shape, flooring material, manufacturer and type of radiant floor system, the number and size of cold spots in a floor will vary. A normally operating radiant floor system may include cold spots in perimeter areas between the heating sources.

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10. INTERIOR CLIMATE CONTROL

	OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
		HEATING & COOLING SYSTEMS		
10.17	Some rooms are colder or hotter, or more humid than others.	The conditioning system should perform in accordance with the prevailing building code.	The Builder shall correct the flow of air to rooms to bring the flow into accordance with the prevailing building code.	A temperature difference of several degrees Fahrenheit can be expected between rooms due to a number of factors, including registers that have been partially or completely closed, the number of people in a room (even sleeping), the number of appliances, even those that are ostensibly off, the amount of glass in the room, the number of and extent of exterior walls, the sun exposure at the time, and the temperature difference between inside and outside. When the temperature difference is relatively low in hot, humid climates, humidity can increase to give the perception of an increase in temperature.
		VENTILATION		
10.18	Kitchen or bath fans allow air infiltration.	Bath and kitchen fans shall be installed in accordance with the manufacturer's specifications and code requirements.	No corrective action is required by the Builder if the fan installation meets the Performance Guidelines.	It is possible for outside air to enter the house through a ventilation fan. The dampers in most fans do not seal tightly. It is possible for the damper to be lodged open due to animal activity, (including nesting in the outside opening), or the accumulation of grease, lint, and other debris. Maintenance of ventilating fans is the Owner's responsibility.
10.19	HVAC vent or register covers protrude more than 1/16 inch from a smooth wall or ceiling surface.	Registers shall not protrude more than 1/16 inch from the wall surface at the time of substantial completion of the Home.	The Builder shall comply with the prevailing building code.	Registers and grills may deflect over time. This can result in gaps occurring between the grill or register and the wall or ceiling. As long as the vent or register is securely attached, this is not a warranty item.
10.20	HVAC vent or register covers protrude from a rough or texture wall or ceiling surface.	Registers should not protrude more than 1/16 inch from a rough texture wall or ceiling surface at the time of substantial completion of the project. Some texture wall finishes may not allow a register to be installed flush.	The Builder shall correct to meet the prevailing building code.	None.

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10. INTERIOR CLIMATE CONTROL

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
VENTILATION			
10.21 HVAC vent or register covers protrude from floors.	Registers should not protrude more then 1/16 inch from floor surface at the time of substantial completion of the project.	The Builder shall correct to meet the prevailing building code.	None.
10.22 Exhaust fan discharges into attic or crawl space.	Fans will vent to the outside in accordance with the prevailing codes.	The Builder shall correct to meet the Performance Guideline.	None

11. INTERIOR

INTERIOR DOORS			
11.1 Interior door is warped.	Interior doors shall not warp in excess of 1/4 inch as measured diagonally from corner to corner.	The Builder shall correct or replace and refinish defective doors to match existing doors as nearly as practical.	In bathroom or utility areas, exhaust fans or an open window must be used to minimize moisture to prevent warpage of door units. If the Owner is responsible for painting the door, the Builder is not responsible.
11.2 Bifold and bypass doors come off tracks during normal operation.	Bifold doors shall slide properly on their tracks at the time the Home is accepted. Cleaning and maintenance necessary to preserve proper operation are the Owner's responsibility.	The Builder shall repair any bifold or bypass door that will not stay on its track during normal operation, one time only during the warranty period.	Proper operation should be verified by the Owner and the Builder at the time the Home is accepted. Owners should be aware that bifold and bypass doors are inherently more sensitive than swing doors and need to be treated accordingly. The Owner is responsible for cleaning and maintenance necessary to preserve proper operation.
11.3 Pocket door rubs in pocket during normal operation.	Pocket doors shall not rub in their pockets during normal operation if they are installed according to the manufacturer's specifications.	The Builder shall repair the pocket door to meet the Performance Guideline, one time only during the warranty period.	Pocket doors commonly rub, stick, or derail due to the inherent nature of the product. It is common, however, for the door to operate against the guides provided by the manufacturer.

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11. INTERIOR

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
INTERIOR DOORS			
11.4 A wooden door panel has shrunk or split.	Wooden door panels shall not split to the point where light is visible through the door.	One time only, the Builder shall fill splits in the door panel with wood filler and match paint or stain as closely as practical.	None.
11.5 A door rubs on jambs or Builder-installed floor covering.	Doors shall operate smoothly.	One time only, the Builder shall repair the door as necessary to meet the Performance Guideline.	None.
11.6 Door edge is not parallel to door jamb.	Where the Builder installs the door frame and door, the door edge shall be within 3/16 inch of parallel to the door jamb.	One time only, the Builder shall adjust the door as necessary to meet the Performance Guideline.	None.
11.7 Door swings open or closed by the force of gravity.	Doors shall not swing open or closed by the force of gravity alone.	One time only, the Builder shall adjust the door as necessary to meet the Performance Guideline.	None.
11.8 Interior doors do not operate smoothly.	Doors shall move smoothly with limited resistance.	One time only, the Builder shall repair door operation to match Performance Guideline.	None.
11.9 A door knob or latch does not operate smoothly.	A door knob or latch should not stick or bind during operation.	One time only, the Builder shall adjust, repair, or replace knobs or latches that are not damaged by abuse one time.	None.
11.10 A door hinge squeaks.	Door hinges will not squeak.	One time only, the Builder shall adjust the door as necessary to meet the Performance Guideline.	None.
INTERIOR STAIRS			
11.11 Interior stair tread deflects too much.	The maximum vertical deflection of an interior stair tread shall not exceed 1/8 inch at 200 pounds force.	The Builder shall repair the stair to meet the Performance Guideline.	None.
11.12 Gaps exist between interior stair risers, treads, and/or skirts.	Gaps between adjoining parts that are designed to meet flush shall not exceed 1/8 inch in width.	The Builder shall fix the gap with filler or replace parts as necessary to meet the Performance Guideline.	None.

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11. INTERIOR

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
INTERIOR STAIRS			
11.13 Squeaking stair riser or tread.	Loud squeaks caused by a loose stair riser or tread are unacceptable, but totally squeak-proof stair risers or treads cannot be guaranteed.	The Builder shall refasten any loose risers or treads or take other corrective action to eliminate squeaking to the extent possible within reasonable repair capability without removing treads or ceiling finishes.	Squeaks in risers or treads may occur when a riser has come loose from the tread, and is deflected by the weight of a person and rubs against the nails that hold it in place. Movement may occur between the riser and the tread or other stairway members when one tread is deflected while the other members remain stationary. Using trim screws to fasten the tread to the riser from above sometimes will reduce squeaking. If there is no ceiling below, gluing or renailing the riser to the tread or shimming will reduce squeaks but the complete elimination of squeaks is practically impossible.
11.14 Gaps exist between interior stair railing parts.	Gaps between interior stair railing parts shall not exceed 1/8 inch in width.	The Builder shall ensure that individual parts of the railing are securely mounted. Any remaining gaps will be filled or parts replaced to meet the Performance Guideline.	None.
11.15 Interior stair railing lacks rigidity.	Interior stair railings shall be installed in accordance with applicable building codes.	The Builder will secure any stair railing parts that loosen with normal use, to comply with applicable building codes.	Stair railings are designed to protect an individual while stepping up and down a stairwell. Pulling, swinging, hanging, or sliding on railings may loosen the rail system and are not covered.
TRIM & MOLDINGS			
11.16 Gaps at non-mitered joints of trim and moldings.	Openings at joints in trim and moldings, and at joints between moldings and adjacent surfaces, shall not exceed 1/8 inch in width at time of installation.	The Builder shall repair defective joints to meet Performance Guideline.	Separation of trim and moldings in excess of the Performance Guidelines may be caused by lack of control of indoor relative humidity. Joints that separate under these conditions are not considered defective. It is the Owner's responsibility to control temperature and humidity in the Home.
11.17 Nails are not properly set or, where puttied, nail holes are not properly filled.	Setting nails and filling nail holes are considered part of painting or finishing. After finishing, nails shall not be readily visible from a distance of 6 feet under normal lighting conditions. After painting or staining, putty colors will not exactly match variations in wood color.	Where the Builder is responsible for painting, the Builder shall take action necessary to meet the Performance Guideline.	Puttying of nail holes in base and trim molding installed in unfinished rooms and areas not exposed to view (such as inside of closets) are not included in this Performance Guideline.

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Maryland Warranty Standards

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11. INTERIOR

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
TRIM & MOLDINGS			
11.18 Inside corner is not coped or mitered.	Trim and molding edges at inside corners shall be coped or mitered. However, square-edge trim and molding may be butted.	The Builder shall finish inside corners to meet the Performance Guideline.	None.
11.19 Trim or molding miter edges do not meet.	Gaps between miter edges in trim and molding shall not exceed 1/8 inch at time of installation.	The Builder shall repair gaps that do not meet the Performance Guideline. Caulking or puttying with materials compatible to the finish is acceptable.	Separation of trim and moldings in excess of the Performance Guidelines may be caused by lack of control of indoor relative humidity. Joints that separate under these conditions are not considered defective. It is the Owner's responsibility to control temperature and humidity in the Home.
11.20 Interior trim is split.	Splits, cracks, and checking greater than 1/8 inch in width are considered excessive.	One time only, the Builder shall repair the affected area to meet the Performance Guideline.	Refinished or replaced areas may not match surrounding surfaces exactly.
11.21 Hammer marks are visible on interior trim.	Hammer marks on interior trim shall not be readily visible from a distance of 6 feet under normal lighting conditions.	The Builder shall fill hammer marks and refinish or replace affected trim to meet the Performance Guideline. Refinished or replaced areas may not match surrounding surfaces exactly.	Dents and marks on trim due to Owner's actions are not the Builder's responsibility.
11.22 Wood trim appearance is uneven.	Variations in natural wood trim are common.	None.	None.
CABINETS			
11.23 Cabinets do not meet ceiling or walls.	Gaps greater than 1/4 inch in width are considered excessive.	The Builder shall repair the gap with caulk, putty, or scribe molding, or he will reposition/reinstall cabinets to meet the Performance Guideline.	None.
11.24 Cabinets do not line up with each other.	Cabinet faces more than 1/8 inch out of line, and cabinet corners more than 3/16 inch out of line, are unacceptable.	The Builder shall make necessary adjustments to meet the Performance Guideline.	None.
11.25 Cabinet door or drawer is warped.	Door or drawer warpage shall not exceed 1/4 inch as measured from the face frame to the point of furthermost warpage, with the door or drawer front in closed position.	The Builder shall correct or replace doors and drawer fronts as necessary to meet the Performance Guideline.	Failing to control indoor relative humidity may cause warpage that exceeds the Performance Guideline. Doors or drawers that warp under these conditions are not considered Defective. It is the Owner's responsibility to control temperature and humidity in the house.

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11. INTERIOR

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
CABINETS			
11.26 Cabinet door or drawer binds.	Cabinet doors and drawers shall open and close with reasonable ease.	The Builder shall adjust or replace doors and drawers as necessary to meet the Performance Guideline.	None.
11.27 Cabinet door will not stay closed.	The catches or closing mechanisms for cabinet doors shall be adequate to hold the doors in a closed position.	One time only, the Builder shall adjust or replace the door catches or closing mechanisms as necessary to meet the Performance Guideline.	None.
11.28 Cabinet doors or drawers are cracked.	Panels and drawer fronts shall not crack.	The Builder may replace or repair cracked panels and drawer fronts. No Builder action is required if the cracked drawer fronts or panels result from the Owner's abuse.	Paint or stain on the repaired or replaced panel or drawer front may not match the stain on the existing panels or drawer fronts. Grain patterns or intensity cannot be matched perfectly. The Builder is required to match the same species of wood, matching the grain pattern as close as possible. Some species of wood will age and darken over time. An exact match may not be possible. Use of manufacturer-provided touch-up kits is acceptable to address minor imperfections in the cabinet finish.
11.29 Cabinet units are not level.	Individual cabinets should not have a deviation of more than 3/16 inch out of level.	The Builder will level cabinets to meet the Performance Guideline.	None.
11.30 A cabinet frame is out of square.	A cabinet frame, when measured diagonally from corner to corner, will not exceed a difference of more than 1/4 inch.	The Builder shall repair or replace the cabinet to meet the Performance Guideline.	None.
11.31 Cabinet doors do not align when closed.	Gaps between doors should not exceed 1/8 inch.	The Builder shall adjust doors to meet the Performance Guideline.	None.
COUNTERTOPS			
11.32 High pressure laminate on countertop is delaminated.	Countertops fabricated with high pressure laminate coverings shall not delaminate.	The Builder shall repair or replace delaminated coverings, unless the delamination was caused by the Owner's misuse or negligence.	Owners should refrain from leaving any liquids near the countertop seams or allowing the surface to become excessively hot.
11.33 The surface of high pressure laminate on countertop is cracked or chipped.	Cracks or chips greater than 1/16 inch in width are considered excessive.	The Builder shall repair or replace cracked or chipped countertops only if they are reported prior to acceptance of the Home.	None.

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11. INTERIOR

COUNTERTOPS

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
11.34 Scratches on solid surface countertops.	At the time of acceptance of the Home, solid surface countertops shall be free of scratches visible from 6 feet under normal lighting condition.	The Builder shall repair to meet the Performance Guideline.	Minor imperfections and scratches will be more visible in dark glossy tops.
11.35 Countertop is not level.	Countertops shall be no more than 3/8 inch in 10 feet out of parallel with the floor.	The Builder shall make necessary adjustments to meet the Performance Guideline.	None.
11.36 A tile countertop has uneven grout lines.	Grout lines should not vary more than 1/16 inch from the widest to the narrowest.	The Builder shall make corrections as necessary to bring the grout lines into compliance with the Performance Guideline.	Different tiles require different widths of grout lines. Some tiles are designed to have varied-width grout lines.
11.37 Tile countertop grout lines are cracked.	Tile grout is a cement product and is subject to cracking. Cracks that result in loose tiles or gaps in excess of 1/16 inch shall be repaired.	The Builder shall repair the grout lines by adding grout, caulking or replacing grout one time.	None.
11.38 A granite, marble, stone, or solid surface countertop is cracked at the time of substantial completion of the Home.	Cracks greater than 1/32 inch in width are considered excessive.	If the crack is found to be caused as a result of faulty installation or product, the Builder shall repair or replace the countertop. Patching is an acceptable repair.	None.
11.39 A granite, marble, stone or solid surface countertop has texture or color variations.	Color variations are acceptable. Solid-surface variations in texture and colors are covered by the manufacturer's warranty.	None.	None.
11.40 A granite, marble, stone or solid surface countertop is chipped at the time of substantial completion of the Home.	Chips greater than 1/32 inch in width are considered excessive.	The Builder shall repair or replace affected areas to meet the Performance Guidelines. The use of an appropriate filler is an acceptable repair.	None.
11.41 The surface of countertop tile has excessive lippage of adjoining tile.	Lippage greater than 1/16 inch is considered excessive, except for materials that are designed with an irregular height (such as hand-made tile).	The Builder shall repair or replace the tile to meet the Performance Guideline.	None.
11.42 A solid surface or laminate countertop has a bubble, burn, stain, or other damage.	Solid surface or laminate countertops shall be free of bubbles, burns, or stains at the time of acceptance of the Home.	The Builder shall repair or replace the countertop to meet the Performance Guideline.	Solid surface and laminate products may be subject to damage by hot surfaces placed on or near the product. The Owner is responsible for maintaining the countertop and protecting it from damage.
11.43 A granite, marble, stone, or solid-surface countertop has visible seams.	Seams may be visible and especially noticeable with certain countertop materials and darker finishes.	No corrective action is required by the Builder.	None.

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11. INTERIOR

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
COUNTERTOPS			
11.44 A granite, marble, or stone countertop has excessive lippage between section.	Lippage greater than 1/32 inch is considered excessive.	The Builder shall repair or replace the countertop to meet the Performance Guideline.	None.
11.45 Manmade cultured marble top has hairline cracking around or near the drain.	No visible cracks should be apparent to the naked eye at the time of acceptance of the Home. Top should withstand water temperatures of 130 degrees Fahrenheit without cracking.	The Builder shall repair or replace the countertop to meet the Performance Guideline.	Cultured marble tops are sensitive to rapid temperature changes, and may become thermally shocked. This process will cause cracking of the gel coat finish at or near the point of temperature change. Water heater should be set at or below 130 degrees Fahrenheit. Thermal shocking is not covered.
INTERIOR WALL FINISH - LATH & PLASTER			
11.46 Cracks are visible on finished wall or ceiling.	Cracks shall not exceed 1/16 inch in width.	The Builder shall repair cracks exceeding 1/16 inch in width one time only. The Builder will touch up paint on repaired areas if the Builder was responsible for the original interior painting. A perfect match between original and new paint cannot be expected and the Builder is not required to paint an entire wall or room.	None.
INTERIOR WALL FINISH - GYPSUM WALLBOARD OR DRYWALL			
11.47 Nail pop, blister, or other blemish is visible on finished wall or ceiling.	Any such blemishes that are readily visible from a standing position facing the surface at distance of 6 feet under normal lighting conditions are unacceptable.	The Builder shall repair such blemishes only once during the warranty period. Correcting the drywall near the end of the first year warranty period provides the Owner with the best possible solution. The Builder will touch up paint on repaired areas if the Builder was responsible for the original interior painting. A perfect match between original and new paint cannot be expected, and the Builder is not required to paint an entire wall or room. The Builder is not required to repair Defects that are covered by wallpaper and, therefore, not visible.	When drywall has been placed on lumber surfaces which are subject to shrinkage and warpage and which are not perfectly level and plumb, problems may often occur through stress and strain placed on drywall during the stabilization of the lumber, which is inherent in the construction of the Home. Due to the initial stabilization problem that exists with the new Home, it is impossible to correct each Defect as it occurs, and it is essentially useless to do so. The entire house will tend to stabilize itself.
11.48 Cracked corner bead, excess joint compound, trowel marks or blisters in tape joints on drywall surface.	Defects resulting in cracked corner bead, trowel marks, excess joint compound or blisters in tape are unacceptable.	The Builder shall repair the affected area of the wall to meet the Performance Guideline one time within the warranty period.	None.

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11. INTERIOR

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
INTERIOR WALL FINISH - GYPSUM WALLBOARD OR DRYWALL			
11.49 Joints protrude from the surface.	Any joints that are visible from a standing position facing the surface from a distance of 6 feet under normal lighting conditions are considered excessive.	The Builder shall repair affected areas, one time only.	Visible joints often occur in long walls, stairwells, and areas of two-story Homes where framing members have shrunk and caused the drywall to protrude.
11.50 Texture of gypsum wallboard does not match.	Any variations that are readily visible from a standing position facing the surface from a distance of 6 feet under normal lighting conditions are considered excessive.	The Builder shall repair the affected area to meet the Performance Guideline.	None.
11.51 Angular gypsum wallboard joints are uneven.	This is a natural condition that occurs with randomly applied materials.	None.	None.
11.52 Drywall is cracked.	Drywall cracks greater than 1/16 inch in width are considered excessive.	The Builder shall repair cracks and touch up paint in affected areas, one time only. The texture and paint color may not exactly match the existing texture and paint color.	None.
11.53 Sprayed or textured ceilings have uneven textures.	This is a common condition that occurs with randomly applied materials.	None.	None.
INTERIOR WALL FINISH - PAINT, STAIN & VARNISH			
11.54 Interior paint does not "cover" the underlying surface.	The surface being painted shall not show through new paint when viewed from a distance of 6 feet under normal lighting conditions.	The Builder shall recoat affected areas as necessary to meet the Performance Guidelines as closely as practical.	The amount and direction of sunlight can have a significant effect on how a surface appears. It is not unusual for the underlying surface to be visible in direct sunlight. No corrective action is required of the Builder in such instances.
11.55 Interior surface is paint spattered.	Paint spatters shall not be readily visible on walls, woodwork, floors, or other interior surfaces when viewed from a standing position facing the surface at a distance of 6 feet under normal lighting conditions.	The Builder shall remove paint spatters to meet the Performance Guideline.	None.
11.56 Brush and roller marks show on interior painted surface.	Brush marks shall not be readily visible on interior painted surfaces when viewed from a distance of 6 feet under normal lighting conditions.	The Builder shall refinish as necessary to meet the Performance Guideline and match surrounding areas as closely as practical.	None.

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11. INTERIOR

	OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
	INTERIOR WALL FINISH - PAINT, STAIN & VARNISH			
11.57	Lap marks show on interior paint or stain.	Lap marks shall not be readily visible on interior paint or stain when viewed from a standing position facing the surface at a distance of 6 feet under normal lighting conditions.	The Builder shall refinish as necessary to meet the Performance Guideline and match surrounding areas as closely as practical.	None.
11.58	Interior painting, staining, or refinishing is required because of repair work.	A perfect match between original and new paint cannot be expected. Repairs required under these Performance Guidelines shall be finished to match the immediate surrounding areas as closely as practical.	Where the majority of the wall or ceiling area is affected, the area will be painted from breakline to breakline. The Builder is not required to paint an entire room.	The Builder is only responsible if he or she painted the Home as part of the original contract.
11.59	Resin has bled through the paint on interior trim.	This is a normal condition that can be expected to occur with natural materials such as wood.	None.	None.
	WALLPAPER & VINYL WALL COVERINGS			
11.60	The wall covering is peeling.	The wall covering shall not peel off the walls.	The Builder shall reattach or replace the loose wall covering if the Builder installed the covering and peeling is not due to Owner actions.	Wallpaper applied in high moisture areas is exempted from this Performance Guideline because the problem results from conditions beyond the Builder's control.
11.61	Patterns in wall covering are mismatched.	Patterns in wall coverings shall match. Defects in the patterns themselves are the manufacturer's responsibility.	The Builder shall correct the wall covering to meet the Performance Guidelines.	Some wall coverings have patterns that do not need to be matched.

12. FLOORING

	CARPETING			
12.1	Carpet does not meet at the seams.	It is not unusual for carpet seams to show. However, a visible gap at the seams is not acceptable.	If the carpet was installed by the Builder, the Builder shall eliminate visible gaps at carpet seams.	None.
12.2	Carpeting loosens, or the carpet stretches.	When stretched and secured properly, wall-to-wall carpeting installed as the primary floor covering shall not come up, loosen, or separate from the points of attachment.	If the carpeting was installed by the Builder, the Builder shall restretch or resecure the carpeting as necessary to meet the Performance Guideline.	None.
12.3	Carpeting is faded or discolored.	Fading or discoloration of carpet is a manufacturer's responsibility.	None.	Fading or discoloration may result from the Owner spilling liquids on the carpet, exposure to sunlight, or the Owner's failure to properly maintain the carpet.

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12. FLOORING

	OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
	CARPETING			
12.4	Carpet appears to be different colors.	Carpet for a room should be ordered and installed from a single manufacturer's dye lot. Carpet shade variance is the manufacturer's responsibility.	No corrective action is required by the Builder.	When viewed under normal lighting conditions, carpet may have the appearance of color variations. These differences may result from the direction of the carpet nap or from fibers being crushed on the roll. Over time, vacuuming will make the appearance more uniform.
12.5	Dead spots or voids appear in padding areas below carpet surface.	Carpeted areas shall not have deadspots or voids.	The Builder shall repair/replace padding in the affected areas to meet Performance Guidelines.	Since carpet padding compromises a number of materials of various densities and feel, there may be an inconsistent feel even with adequate coverage.
	VINYL FLOORING			
12.6	Nail pops appear on the surface of resilient flooring.	Readily visible nail pops on resilient flooring are not acceptable.	The Builder shall repair the nail pops that are readily visible.	The Builder will repair or replace at the Builder's option, the resilient floor covering in the affected areas with similar materials and in accordance with manufacturer's recommendation. The Builder is not responsible for discontinued patterns or color variations when replacing the floor covering.
12.7	Depressions or ridges appear in resilient flooring because of subfloor irregularities.	Readily apparent depressions or ridges exceeding 1/8 inch shall be repaired. The ridge or depression measurement is taken at the end of a 6 inch straightedge centered over the depression or ridge with 3 inches of the straightedge held tightly to the floor on one side of the affected area. Measure under the straightedge to determine the depth of the depression or height of the ridge.	The Builder shall take corrective action as necessary to bring the Defect within the acceptable tolerance so that the depression or ridge is not readily visible and is not more than 1/8 inch. The Builder will not be responsible for discontinued patterns or color variations when replacing the floor covering.	None.
12.8	Vinyl flooring loses adhesion.	Floor covering will be securely attached to the substrate or underlayment.	If flooring becomes detached due to improper installation by the Builder, the Builder shall repair or replace the affected flooring as necessary. The Builder is not responsible for discontinued patterns or color variations when replacing the floor covering.	The Performance Guideline does not apply to perimeter-attached vinyl floors.
12.9	Seams or shrinkage gaps show at vinyl flooring joints.	Gaps at joints/seams in vinyl flooring shall not exceed 1/32 inch in width. Where dissimilar materials abut, the gap shall not exceed 1/16 inch.	At the Builder's option, the Builder shall repair or replace the vinyl flooring as necessary to meet the Performance Guideline. The Builder will not be responsible for discontinued patterns or color variations when replacing the floor covering.	Proper repair can be affected by sealing gap with seam sealer.

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12. FLOORING

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
VINYL FLOORING			
12.10 Bubbles appear in vinyl flooring.	Bubbles resulting from trapped air that protrude higher than 1/16 inch from the floor are not acceptable.	The Builder shall repair the floor to meet the Performance Guideline in accordance with manufacturer's recommendations.	The Performance Guideline does not apply to perimeter attached vinyl floors.
12.11 Patterns on vinyl flooring are misaligned.	Patterns at seams between adjoining pieces shall be aligned to within 1/8 inch.	The Builder shall correct the flooring to meet the Performance Guideline.	None.
12.12 Resilient floor tile is loose.	Resilient floor tiles shall be securely attached to the substrate.	The Builder shall attach loose resilient floor tiles securely to the substrate. The old adhesive will be removed if necessary to resecure the tiles.	None.
12.13 Corners or patterns of resilient floor tile are misaligned.	The corners of adjoining resilient floor tiles shall be aligned to within 1/8 inch. Misaligned patterns are not covered unless they result from improper orientation of the floor tiles.	The Builder shall correct resilient floor tiles with misaligned corners to meet the Performance Guideline.	None.
12.14 Yellowing appears on surface of vinyl sheet goods.	The Builder shall install vinyl flooring per manufacturer's specifications.	Yellowing resulting from a manufacturer's defect or from the Owner's misuse or lack of maintenance is not covered by the Builder. If the yellowing resulted from improper installation by the Builder, the Builder will repair or replace the flooring.	Some chemical compounds, such as the tar residue from a recently paved asphalt driveway, may cause a chemical reaction with the flooring material and result in permanent damage to the floor. The Owner should be familiar with the proper use and care of their floors. Defects traced to Owner's inappropriate use or care are not the Builder's or manufacturer's responsibility.
WOOD FLOORING			
12.15 Gaps exist between strip hardwood floor boards.	Gaps between hardwood floor boards shall not exceed 1/8 inch in width at time of installation.	The Builder shall repair gaps that do not meet the Performance Guideline.	Relative humidity of the Home can cause noticeable fluctuations in gaps between floor boards. This is a normal phenomenon in spaces that experience significant shifts in humidity. The Owner is responsible for maintaining proper humidity levels in the Home.
12.16 Hardwood floor boards are cupped or crowning.	Cups in hardwood floor boards shall not exceed 1/16 inch in height in a 3 inch maximum span measured perpendicular to the long axis of the board. Cupping or crowning caused by exposure to moisture beyond the control of the Builder is not covered.	The Builder shall correct or repair in the affected area(s) to meet the Performance Guideline if the cupping or crowning was caused by factors within the Builder's control.	The Owner is responsible for proper maintenance of the floor and for maintaining proper humidity levels in the Home, crawlspace, or basement.

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SECTION III.

Maryland Warranty Standards

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12. FLOORING

WOOD FLOORING

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
12.17 Excessive lippage is located at junction of prefinished wood flooring products.	Lippage greater than 1/16 inch is considered excessive.	The Builder shall repair to meet Performance Guideline if the lippage was caused by elements within the Builder's control.	None.
12.18 Voids or skips in the floor finish.	Voids that are readily visible from a standing position under normal lighting conditions are unacceptable.	The Builder shall repair in the affected area(s) to meet Performance Guideline.	None.
12.19 Top coating on hardwood flooring has peeled.	Field applied coating shall not peel during normal usage. Prefinished coatings are the manufacturer's responsibility.	The Builder shall refinish any field applied finishes that have peeled.	The Owner should contact the manufacturer regarding factory-applied finishes that have peeled.
12.20 Hardwood flooring buckles.	Under normal conditions and usage, hardwood flooring should not buckle.	The Builder shall repair the affected area to meet Performance Guideline if buckling was caused by elements within Builder's control.	Wood floors are naturally susceptible to high levels of moisture. Buckling results from water or high level of moisture coming in contact with the floor. Controlling excessive water during cleaning or from other sources is the Owner's responsibility.
12.21 Excessive knots and color variation of hardwood flooring.	The Builder will install the grade of hardwood as specified by the project. All wood should be consistent with grading stamp as specified.	The Builder shall replace any improperly graded or quality of wood.	Hardwood is a natural product and consequently can be expected to exhibit variations in color, grain, and stain acceptance.
12.22 Slivers or splinters appear in hardwood flooring.	Slivers or splinters will not be visible.	The Builder shall repair in the affected area(s) to meet Performance Guideline.	The imperfections that occur during installation can be shaved and the area filled prior to sanding and finishing. In most cases, slivers or light splintering in prefinished floors can be corrected. Excessive slivers or splintering of prefinished flooring after installation is covered under the manufacturer's warranty.
12.23 "Sticker burn" appears on surface of strip flooring.	Discoloration from stacking strips in hardwood flooring is unacceptable in certain grades of flooring but is allowable in others.	The Builder shall repair or replace areas with sticker burn if not permitted in grade of wood.	None.
12.24 A wood floor is out of square.	The diagonal of a triangle with sides of 12 feet and 16 feet along the edges of the floor shall be no more than 1/2 inch more or less than 20 feet.	The Builder shall make the necessary modifications in the most practical manner to any floor that does not comply with the Performance Guideline for squareness. The modification will produce a satisfactory appearance and may be either structural or cosmetic.	None.

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12. FLOORING

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
WOOD FLOORING			
12.25 Hardwood flooring has released from the substrate.	Under normal conditions and usage, hardwood flooring should not lift from the substrate.	To meet the Performance Guideline, the Builder shall repair the affected area if the lifting was caused by factors within the Builder's control.	None.
12.26 Hardwood flooring has visible scratches and dents.	Hardwood flooring will not have scratches and dents visible from a standing position at time of installation.	The Builder shall repair flooring in the affected areas to meet the Performance Guideline.	The wide varieties of hardwood flooring available to Owners have varying hardness and wear resistance. The Builder is not responsible for the choice of a softer material that may be more susceptible to damage during or after construction. High-heeled shoes, pets, and heavy foot traffic will create scratches and dents in most hardwood floors.
TILE, BRICK, MARBLE & STONE FLOORING			
12.27 Tile, brick, marble, and stone flooring is broken or loose.	Tile, brick, marble, and stone flooring shall not break or loosen.	The Builder shall replace broken tiles, bricks, marble, and stone flooring, and resecure loose tiles, bricks, marble, and stone, unless the Defects were caused by the Owner's actions or negligence. The Builder is not responsible for discontinued patterns or color variations when replacing tile, brick, marble, or stone flooring.	None.
12.28 Cracks appear in grouting of tile joints or at junctures with other material such as a bathtub.	Cracks in grouting of ceramic tile joints commonly result from normal shrinkage conditions. Cracks that result in loose tiles or gaps in excess of 1/16 inch shall be repaired.	The Builder shall repair grouting, if necessary, one time only. The Builder is not responsible for color variations or discontinued colored grout. The Owner is responsible for regrouting these joints after the Builder's one-time repair.	Use of an elastic substance at junctures between tile and other materials is often more effective than grout.
12.29 There is lippage of adjoining marble or ceramic tile.	Lippage greater than 1/16 inch is considered excessive, except where the materials are designed with an irregular height (such as hand-made tile).	The Builder shall repair lippage in the affected area(s) to meet Performance Guideline.	None.
12.30 Grout or mortar joint is not a uniform color.	Any color variation that is readily visible from a standing position facing the surface at a distance of 6 feet under normal lighting conditions is unacceptable.	The Builder shall repair the joint to meet the Performance Guideline one time only.	Grout or mortar cannot be expected to match exactly in repaired areas.

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SECTION III.

Maryland Warranty Standards

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13. MISCELLANEOUS

	OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
	FIREPLACE & WOOD STOVE			
13.1	Fireplace or chimney does not consistently draw properly.	A properly designed and constructed fireplace and chimney shall function correctly. Some Homes that have been constructed to meet stringent energy criteria may need to have a nearby window opened slightly to create an effective draft.	One time only, the Builder shall repair the chimney, based on the manufacturer's specifications or the design specifications, to draw correctly.	High winds can cause temporary negative or down drafts. Negative drafts can also be caused by obstructions such as tree branches, steep hillsides, adjoining Homes, and interior furnaces.
13.2	The masonry chimney is separated from the structure.	Newly built chimneys will often incur slight amounts of separation. The rate of separation from the main structure shall not exceed 1/2 inch in any 10 foot vertical measurement.	The Builder shall repair gaps that do not meet the Performance Guideline.	Proper repair can be affected by caulking unless the cause of the separation is due to a structural failure of the chimney foundation itself. In that case caulking is unacceptable.
13.3	Firebox paint is cracked or discolored by a fire in the fireplace.	Cracking and discoloration is a common occurrence.	None.	The Owner should obtain the proper paint from the manufacturer if he or she chooses to touch up the interior of the firebox for aesthetic reasons.
13.4	Firebrick or mortar joint is cracked.	Heat and flames from normal fires can cause cracking.	None.	None.
13.5	Simulated firebrick panel develops cracks.	This is a normal condition.	None.	None.
13.6	Rust appears on the fireplace damper.	This is a normal condition.	None.	None.
	CONCRETE STOOPS & STEPS			
13.7	Stoops or steps have settled, heaved, or separated from the house structure.	Stoops and steps shall not settle, heave, or separate in excess of 1 inch from the house structure.	The Builder shall make a reasonable and cost-effective effort to meet the Performance Guideline.	None.
13.8	Water remains on stoops or steps after rain has stopped.	Water shall drain off outdoor stoops and steps. Minor amounts of water can be expected to remain on stoops and steps for up to 24 hours after rain.	The Builder shall take corrective action to assure proper drainage of stoops and steps.	None.
	GARAGE			
13.9	The garage floor slab is cracked.	Cracks in concrete garage floor greater than 3/16 inch in width or 3/16 inch in vertical displacement are considered excessive.	The Builder shall repair cracks in the slab using a material designed to fill cracks in concrete.	The repaired area may not match the existing floor in color and texture.
13.10	Garage concrete floor has settled, heaved, or separated.	The garage floor shall not settle, heave, or separate in excess of 1 inch from the structure.	The Builder shall make a reasonable and cost-effective effort to meet the Performance Guideline.	The repaired area may not match the existing floor in color and texture.

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Maryland Warranty Standards

The following Warranty Standards for Maryland are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

13. MISCELLANEOUS

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
GARAGE			
13.11 Garage doors fail to operate properly under normal use.	Garage doors shall operate properly.	The Builder shall correct or adjust garage doors as required, except where the Owner's actions or negligence caused the problem.	The safety sensors can be easily knocked and misaligned so that the doors will not operate properly. The Owner should avoid storing items near the sensors. Direct sunlight can also cause the sensors to indicate that something is blocking the opening and prevent the doors from shutting.
13.12 Garage doors allow entry of snow or water.	Garage doors shall be installed as recommended by the manufacturer. Some snow or water can be expected to enter under normal conditions.	The Builder shall adjust or correct garage doors to meet the manufacturer's recommendations.	None.
DRIVEWAYS & SIDEWALKS			
13.13 Asphalt driveway develops cracks.	Longitudinal or transverse cracks greater than 1/16 inch in width or vertical displacement are considered excessive.	The Builder shall repair the affected area to meet the Performance Guideline using a material designed to fill cracks in asphalt.	None.
13.14 Standing water is observed on an asphalt pavement surface.	Standing water greater than 3/8 inch in depth shall not remain on the surface 24 hours after a rain.	The Builder shall repair the affected area to meet the Performance Guideline.	Patched asphalt surfaces due to repairs may not match existing surface in color or texture.
13.15 The aggregate of asphalt pavement is coming loose.	Asphalt pavement shall not loosen.	The Builder shall repair the affected area to meet the Performance Guideline using a material designed to repair asphalt surfaces.	Patched asphalt surface due to repairs may not match existing surface in color or texture.
13.16 A concrete driveway or sidewalk is cracked.	Cracks (outside of control joints) that exceed 1/4 inch in width or 1/4 inch in vertical displacement shall be repaired.	The Builder shall repair affected areas to eliminate cracks that exceed the Performance Guidelines using a material designed to fill cracks in concrete.	Concrete products normally have some cracking and shrinkage. Minor cracking is normal. Cracking can be caused by elements outside of the Builders control. Control joints are placed in the concrete to help control cracks and provide a less visible area for them to occur. The repaired area may not match the existing area in color and texture.
13.17 Adjoining exterior concrete flatwork sections deviate in height from one section to another.	Adjoining concrete sections shall not differ in height by more than 1/2 inch unless the deviation is intentional at specific locations such as at garage door openings.	The Builder shall repair deviations to meet the Performance Guidelines.	Some areas of the country experience lift or settlement at the junction of the garage floor and the driveway. Repairs will only be made after the effects of the current seasonal fluctuations have subsided and the determination of repair can be made. The repaired area may not match the existing area in color and texture.

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Maryland Warranty Standards

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13. MISCELLANEOUS

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
DRIVEWAYS & SIDEWALKS			
13.18 A sidewalk and other exterior concrete flatwork have settled.	Adjoining concrete sections shall not differ in height by more than 1/2 inch.	The Builder shall repair the affected areas to meet the Performance Guideline.	Some areas of the country experience lift or settlement at the junction of the garage floor and the driveway. Repairs will only be made after the effects of the current seasonal fluctuations have subsided and the determination of repair can be made. The repaired area may not match the existing area in color and texture.
13.19 Water collects (ponds) on the sidewalk.	Standing water that is 3/8 inch deep on a sidewalk 24 hours after the end of a rain is considered excessive.	The Builder shall repair or replace the affected area to meet Performance Guideline.	The repaired area may not match the existing area in color and texture.
WOOD & COMPOSITE DECKS			
13.20 Wood deck is springy or shaky.	All structural members in a wood deck shall be sized, and fasteners spaced, according to appropriate building codes, and manufacturers' specifications.	The Builder shall reinforce or modify, as necessary, any wood deck not meeting the Performance Guideline.	Deflection may indicate insufficient stiffness in the lumber, or may reflect an aesthetic consideration independent of the strength and safety requirements of the lumber. Structural members are required to meet standards for both stiffness and strength. When an Owner's preference is made known before construction, the Builder and the Owner may agree upon a higher standard.
13.21 Spaces between decking boards are not uniform.	The spaces on opposite sides of individual deck boards shall not differ in average width by more than 3/16 inch at the time the Home is accepted unless otherwise specified by Owner.	The Builder shall realign or replace decking boards to meet the Performance Guideline, one time only.	The spaces will naturally tend to change over time because of shrinkage and expansion of individual boards. The Builder is only responsible for correct spacing at the time of installation.
13.22 Railings on wood decking contain slivers in exposed areas.	Railings on wood decks shall not contain slivers longer than 1/8 inch in exposed areas at the time the Home is accepted.	The Builder shall repair railings as necessary to remove slivers prior to acceptance of the Home. Repair of slivers after acceptance of the Home is an Owner maintenance responsibility.	Slivers can develop from weathering of unprotected wood. Proper finishing of wood surfaces helps prevent slivers from forming.
13.23 Wood deck is out of level.	No point on the deck surface shall be more than 1/2 inch higher or lower than any other deck surface point within 10 feet on a line parallel to the house, or proportional multiples of the preceding dimensions (unless a slope is incorporated in the design).	The Builder shall repair the deck as necessary to meet the Performance Guideline.	A slope of approximately 1/8 inch per foot is desirable in the perpendicular direction to shed water and prevent ice buildup.

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Maryland Warranty Standards

The following Warranty Standards for Maryland are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

13. MISCELLANEOUS

WOOD & COMPOSITE DECKS

	OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
13.24	Wood decking boards, railings and/or pickets are split, warped, or cupped.	At the time of acceptance of the Home, splits, warps, and cups in wood decking boards, railings and/or pickets shall not exceed the allowances established by the official grading rules issued by the agency responsible for the lumber species used for the deck boards.	The Builder shall replace decking boards, railings and/or pickets as necessary to meet the Performance Guideline.	None.
13.25	Stain color variations are on wood deck.	Stain color variations are not acceptable if they result from improper stain application or failure to mix the stain properly. Stain color variations resulting from other causes, such as weathering or varying porosity of the wood used to build the deck, are normal and are not covered by this Performance Guideline.	If the Builder stained the deck, the Builder shall restain the affected area(s) to meet the Performance Guideline.	None.
13.26	Wood decking board has a fastener protruding.	Fasteners shall not protrude from the floor of the wood deck.	The Builder shall reinstall fasteners that protrude from the floor of the deck so that the heads are flush with the surface one time during the warranty period.	Fasteners should be driven or screwed flush when the deck is installed, but they may pop from the deck over time as the wood shrinks and expands.
13.27	Fasteners on wood deck are bleeding.	Stains extending more than 1/2 inch from the fastener and readily visible from a distance of more than 10 feet are not acceptable.	The Builder shall eliminate fastener stains to meet the Performance Guideline. The repaired area may not match the existing deck area in color and texture.	This Performance Guideline does not apply if "natural weathering" or semi-transparent stains are specified.
13.28	A deck railing lacks rigidity.	Deck railings shall be attached to structural members in accordance with applicable codes.	The Builder shall repair deck railings as necessary to meet the Performance Guideline.	None.

14. LANDSCAPING

GENERAL

14.1	Tree stumps have been left in disturbed area of property.	If tree stumps were on the property in the disturbed area prior to the acceptance of the Home, unless stumps are located within the septic drain field areas or stumps were present prior to the Builder beginning construction, the Builder is responsible.	The Builder shall remove the stump from the disturbed area.	None.
14.2	Shrubs, plants, trees, or sod planted as part of the contract are dead.	Any shrub, plant, tree, or sod planted by the Builder as part of the contract are to be alive at the time of acceptance of the Home.	Any shrub, plant, tree, or sod planted by the Builder as a part of the contract shall be replaced to meet the Performance Guideline.	After installation, proper lawn and landscape care are the Owner's responsibility. New landscaping requires frequent watering until roots of plantings have become established. Watering is the Owner's responsibility.

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SECTION III.

Maryland Warranty Standards

The following Warranty Standards for Maryland are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

14. LANDSCAPING

GENERAL

OBSERVATION	PERFORMANCE GUIDELINE	CORRECTIVE MEASURE	DISCUSSION
14.3 Grass seed does not germinate.	Germination is dependent on certain climatic conditions, which are beyond the Builder's control.	The Builder is only responsible for seeding per the manufacturer's specifications. No corrective action is required by the Builder.	After installation, proper lawn and landscape care are the Owner's responsibility. New landscaping requires frequent watering until roots of plantings have become established. Watering is the Owner's responsibility.
14.4 Outdoor plants moved during work die after Home is completed.	Plants that must be physically transported during the work shall be moved, maintained, and replanted by Owner.	None.	The Builder shall not be responsible for delays in the schedule when plants are moved by the Owner. It is the Owner's responsibility to provide a water source to any tree they wish to survive construction.
14.5 Existing trees on property are dead.	Even with best efforts, trees in the area of construction activity may not survive due to damage to underground root systems or changes in conditions.	No corrective action is required by the Builder.	None.

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Maryland Warranty Standards

The following Warranty Standards for Maryland are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

B. SYSTEMS - YEARS 1 AND 2

For 2 years, beginning on the warranty date, the new Home is free from any Defect in the Electrical, Plumbing, Heating, Cooling, and Ventilating Systems, except that in the case of Appliances, Fixtures and Items of Equipment, the warranty may not exceed the length and scope of the warranty offered by the manufacturer.

Maryland Warranty Standards

The following Warranty Standards for Maryland are applicable only to elements of the Home that are load-bearing. Read Section II to determine if the following Warranty Standards apply.

C. TEN YEAR MSD COVERAGE

OBSERVATION	ACTION REQUIRED	COMMENTS
MAJOR STRUCTURAL DEFECTS		
C.1 Major Structural Defects	The criteria for establishing the existence of a Major Structural Defect is set forth in Section 1.B.15 of this Limited Warranty Agreement.	The Warrantor will correct Major Structural Defects, limited to such actions as are necessary to restore the load-bearing capability of the component(s) affected by a Major Structural Defect.

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SECTION IV.

A. Notice to Warrantor in Years 1 & 2

1. If a non-MSD Defect occurs in Years 1 and 2, you must notify your Builder in writing. Your request for warranty performance should clearly describe the Defect(s) in reasonable detail.
2. Request for warranty performance to your Builder does not constitute notice to the Administrator, and it will not extend applicable coverage periods.
3. If a request for warranty performance to your Builder does not result in satisfactory action within a reasonable time, written notice must be given to RWC, Administrator, at warranty.resolution@rwcwarranty.com or forwarded by certified mail, return receipt requested to 5300 Derry Street, Harrisburg, Pennsylvania 17111, Attn: Warranty Resolution Department. This notice should describe each item in reasonable detail.
4. *Please note that a written request for warranty performance must be emailed no later than thirty (30) days after the expiration of the applicable warranty period or sent to RWC by certified mail, return receipt requested and postmarked no later than thirty (30) days after the expiration of the applicable warranty period. For example, if the item is one which is warranted by your Builder during your second year of coverage, a request for warranty performance must be emailed or mailed to RWC and postmarked no later than thirty (30) days after the end of the second year to be valid.*
5. You must provide the Warrantor with reasonable weekday access during normal business hours in order to perform its obligations. Failure by you to provide such access to the Warrantor may relieve the Warrantor of its obligations under this Limited Warranty.
6. If your Builder does not fulfill its obligations under this Limited Warranty, the Administrator will process the request for warranty performance as described in the Limited Warranty and subject to the provisions of **IV.F**.

B. Notice to Warrantor in Years 1–10

If a Defect related to a warranted MSD occurs in Years 1 through 10 of this Limited Warranty, you must notify the Administrator to review the item within a reasonable time after the situation arises. All such notices must be presented in writing to RWC, Administrator, at warranty.resolution@rwcwarranty.com or forwarded by certified mail, return receipt requested to RWC, Administrator, 5300 Derry Street, Harrisburg, Pennsylvania 17111, Attn: Warranty Resolution Department. Any such notice should describe the condition of the MSD in reasonable detail. Requests for warranty performance emailed or postmarked more than thirty (30) days after the expiration of the term of this Limited Warranty will not be honored.



C. Purchaser's Obligations

1. **Your notice to the Administrator must contain the following information:**
   a. Validation # and Effective Date Of Warranty;
   b. Your Builder's name and address;
   c. Your name, address, email address and phone number (including home, cell and work numbers);
   d. Reasonably specific description of the warranty item(s) to be reviewed;
   e. A copy of any written notice to your Builder;
   f. Photograph(s) may be required; and
   g. A copy of each and every report you have obtained from any inspector or engineer.
2. You have an obligation to cooperate with the Administrator's mediation, inspection and investigation of your warranty request. From time to time, the Administrator may request information from you regarding an alleged Defect. Failure by you or your appointed representative to respond with the requested information within thirty (30) days of the date of the Administrator's request can result in the closing of your warranty file.

D. Mediation and Inspection

Within thirty (30) days following the Administrator's receipt of proper notice of request for warranty performance, the Administrator may review and mediate your request by communicating with you, your Builder and any other individuals or entities who the Administrator believes possess relevant information. If, after thirty (30) days, the Administrator has not been able to successfully mediate your request, or at any earlier time when the Administrator believes there is an impasse among the parties, then the Administrator will notify you that your request has become an Unresolved Warranty Issue. At any

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time following the receipt of proper notice of your request for warranty performance, the Administrator may schedule an inspection of the item You must provide the Administrator reasonable access for any such inspection as discussed in **Section IV.A.5**. The Administrator, at its discretion, may schedule a subsequent inspection to determine Builder compliance.

When a request for warranty performance is filed and the deficiency cannot be observed under normal conditions, it is your responsibility to substantiate that the need for warranty performance exists including any cost involved. If properly substantiated, you will be reimbursed by the Warrantor.

E. Arbitration

The arbitration process can be initiated by the Owner, Builder or Administrator by giving the Administrator written notice of the request for arbitration of an Unresolved Warranty Issue. The written notice of your request for arbitration must be received by the Administrator no later than thirty (30) days following the expiration of the ten year warranty period. However, if you receive notification of an Unresolved Warranty Issue from the Administrator following the expiration of the ten year warranty period, then this period is extended and written notice of your request for arbitration must be received by the Administrator no later than thirty (30) days from the date of your receipt of notification of the Unresolved Warranty Issue. Within twenty (20) days after the Administrator's receipt of your notice of request for arbitration, any Unresolved Warranty Issue that you have with the Warrantor shall be submitted to an independent



arbitration service experienced in arbitrating residential construction matters upon which you and the Administrator agree. This **binding** arbitration is governed by the procedures of the Federal Arbitration Act, 9 U.S.C. §§ 1 *et. seq.* If you submit a request for arbitration, you must pay the arbitration fees before the matter is submitted to the arbitration service. After arbitration, the Arbitrator shall have the power to award the cost of this fee to any party or to split it among the parties to the arbitration. The arbitration shall be conducted in accordance with this Limited Warranty and the arbitration rules and regulations to the extent that they are not in conflict with the Federal Arbitration Act.

Within one (1) year after an arbitration award, either party may apply to the U.S. District Court where the Home is situated to confirm the award. The Administrator's receipt of a written request for arbitration in appropriate form shall stop the running of any statute of limitations applicable to the matter to be arbitrated until the Arbitrator renders a decision. The decision of the Arbitrator shall be final and binding upon all parties.

Since this Limited Warranty provides for mandatory binding arbitration of Unresolved Warranty Issues, if any party commences litigation in violation of this Limited Warranty, such party shall reimburse the other parties to the litigation for their costs and expenses, including attorney fees, incurred in seeking dismissal of such litigation.

Regarding non-MSD warranty items in Years 1 & 2, the Builder shall have sixty (60) days from the date the Administrator sends the Arbitrator's award to the Builder to comply with the Arbitrator's decision. Regarding MSD warranty items in Years 1-10, the Warrantor shall have sixty (60) days from the date the Administrator receives the Arbitrator's award to comply with the Arbitrator's decision. Warranty compliance will begin as soon as possible and will be completed within the sixty-day compliance period with the exception of any repair that would reasonably take more than sixty (60) days to complete, including, but not limited to, repair delayed or prolonged by inclement weather. The Warrantor will complete such repair or replacement as soon as possible without incurring overtime or weekend expenses.

You may request a compliance arbitration within twenty (20) days after the sixty-day compliance period has expired by giving the Administrator written notice of your request. You must pay the fees for the compliance arbitration prior to the matter being submitted to the arbitration service.

F. Conditions of Warranty Performance

1. You must provide the Warrantor and/or Administrator with reasonable weekday access during normal business hours to inspect the condition of your Home and/or to perform their obligations.
2. When your request for warranty performance is determined to be a warranted issue, the Warrantor reserves the right to repair or replace the warranted item, or to pay you the reasonable cost of repair or replacement.
3. If the Warrantor pays the reasonable cost of repairing a warranted item, the payment shall be made to you and to any mortgagee or mortgagee's successor as each of your interests may appear; provided that the mortgagee has notified the Administrator in writing of its security interest in the Home prior to such payment. Warrantor shall not have any obligation to make payment jointly to the Purchaser and mortgagee where the mortgagee has not notified your Builder

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or the Administrator in writing of its security interest in the Home prior to such payment. Any mortgagee shall be completely bound by any mediation or arbitration relating to a request for warranty performance between you and the Warrantor.

4. Prior to payment for the reasonable cost of repair or replacement of warranted items, you must sign and deliver to the Builder or the Administrator, as applicable, a full and unconditional release, in recordable form, of all legal obligations with respect to the warranted Defects and any conditions arising from the warranted items.
5. Upon completion of repair or replacement of a warranted Defect, you must sign and deliver to the Builder or the Administrator, as applicable, a full and unconditional release, in recordable form, of all legal obligations with respect to the Defect and any conditions arising from the situation. The repaired or replaced warranted item will continue to be warranted by this Limited Warranty for the remainder of the applicable period of coverage.
6. If the Warrantor repairs, replaces or pays you the reasonable cost to repair or replace a warranted item, the Warrantor shall be subrogated to all your rights of recovery against any person or entity. You must execute and deliver any and all instruments and papers and take any and all other actions necessary to secure such rights, including, but not limited to, assignment of proceeds of any insurance or other warranties to the Warrantor. You shall do nothing to prejudice these rights of subrogation.
7. Any Warrantor obligation is conditioned upon your proper maintenance of the Home, common elements and grounds to prevent damage due to neglect, abnormal use or improper maintenance.
8. **Condominium Procedures:**
   a. In the case of common elements of a condominium, at all times, Owner(s) of each unit affected by the common elements in need of warranty performance shall each be responsible to pay the warranty service fee ($250 for non-MSD items in Years 1 and 2, $500 for MSD items in Years 1 through 10) for each request for warranty performance.
   b. If a request for warranty performance under this Limited Warranty involves a common element in a condominium, the request may be made only by an authorized representative of the condominium association. If the Builder retains a voting interest in the association of more than 50%, the request may be made by unit Owners representing 10% of the voting interests in the association.
   c. If a request for warranty performance under this Limited Warranty involves a common element affecting multiple units, and all affected units are not warranted by the RWC Warranty Program, the Insurer's liability shall be limited to only those units warranted by the RWC Warranty. The limit of liability shall be prorated based upon the number of units warranted by this Limited Warranty.

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