

1 Year Workmanship

The following general categories apply to the 1-Year Workmanship Coverage, Builder/Warrantor responsibility, and exclusions. Coverage changes over time and these are general guidelines only. The specific coverages are governed by the warranty booklet provided to the homeowner at closing. All Warranty repair orders shall be in writing & dated on the Home Warranty Repair Form. 1-Year Workmanship Coverage expires exactly one (1) year from the date of closing and funding of the Home.

Site Work

- Grading
- Drainage

Concrete

- Cast-In Place
- Construction & Control Joints

Masonry

- Stucco & Cement Plaster

Carpentry

- Rough Carpentry
- Finish Carpentry

Thermal & Moisture Protection

- Waterproofing
- Insulation
- Ventilation & Moisture Control
- Sealants
- Exterior Siding
- Roofing
- Sheet Metal

Doors & Windows

- Doors: Interior & Exterior
- Garage Doors
- Wood, Plastic, & Metal Windows
- Hardware
- Storm Doors, Windows, & Screens
- Weather stripping & Seals
- Glass & Glazing

Finishes

- Lath & Plaster
- Drywall
- Hard Surface Flooring (Flagstone, Marble, Ceramic Tile, Etc.)
- Resilient Flooring
- Finished Wood Flooring
- Painting
- Wall Covering
- Carpeting

Specialties

- Fireplaces

Cabinets & Vanities

- Kitchen Cabinets & Vanities
- Countertops

Mechanical

- Plumbing
- Water Supply
- Heating & Air Conditioning

Electrical Components

- Switches & Receptacles
- Service & Distribution

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

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ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

Deficiency	Performance Guidelines	Builder/Warrantor Responsibility	Exclusion
<p>Site Work <i>Grading</i> Settling of ground around foundation, utility trenches or other areas on the property where excavation and backfill have taken place that affect drainage away from Home.</p>	<p>Settling of ground around foundation walls, utility trenches or other filled areas that exceeds a maximum of six inches from finished grade established by Builder.</p>	<p>If Builder has provided final grading, Builder shall fill settled areas affecting proper drainage, one time only, during the first year Warranty period. Homeowner is responsible for removal and replacement of shrubs and other landscaping affected by placement of the fill.</p>	
<p><i>Drainage</i> Improper Surface Drainage.</p>	<p>Necessary grades and swales shall be established to provide proper drainage away from the Home. Site drainage, under this Warranty, is limited to grades within 10-feet and swales within 20-feet of the foundation of the Home. Standing or ponding water shall not remain in these areas for a period of longer than 24-hours after a rain, except in swales that drain from adjoining properties or where a sump pump discharges. In these areas an extended period of 48-hours is to be allowed for water to dissipate. The possibility of standing water after an unusually heavy rainfall should be anticipated and is not to be considered a deficiency. No grading determination is to be made while there is frost or snow or when the ground is saturated.</p>	<p>Builder is only responsible for initially establishing the proper grades, swales and drainage away from Home. The Homeowner is responsible for maintaining such grades and swales once constructed by the Builder.</p> <p>Builder is not responsible for drainage deficiencies attributable to grading requirements imposed by state, county, or local governing agencies.</p>	<p>Standing or ponding water outside of defined swales and beyond 10-feet from the foundation of the Home, or that is within 10-feet but is caused by unusual grade conditions, or retention of treed areas, is not considered a deficiency.</p> <p>Standing or ponding water caused by changes in the grade of placement of sod, fencing, or any other obstructions by Homeowner is excluded from Warranty Coverage.</p>
<p>Soil erosion.</p>	<p>NONE. NO COVERAGE.</p>	<p>NONE. Builder is not responsible for soil erosion due to acts of God or other conditions beyond the Builder's control.</p>	<p>Soil erosion and runoff caused by failure of the Homeowner to maintain the properly established grades, drainage structures and swales; stabilized soil, sodded, seeded and landscaped areas; are excluded from Warranty Coverage.</p>

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Grassed or landscaped area, which are disturbed or damaged due to work performed by Builder on the property in correcting a deficiency.	Landscaped areas that are disturbed during repair work are deficiencies.	Restore grades, seed and landscape to meet original condition. Builder is not responsible for grassed or landscaped areas which are damaged by others including any work performed by public or private utility companies.	Replacement of trees and large bushes that existed at the time Home was constructed or those added by the Homeowner after occupancy or those that subsequently die are excluded from Warranty Coverage.
Concrete <i>Cast-in Place Concrete</i> Cracking of attached garage floor slab.	Minor cracks in garage floors are common. Cracks exceeding 3/16-inch in width, or 1/8-inch in vertical displacement are deficiencies.	Repair cracks exceeding maximum tolerance by surface patching or other methods, as required.	
Cracks in attached patio slab and sidewalks.	NONE. NO COVERAGE.	NONE.	NO COVERAGE is provided for this element under the Warranty.
Cracks in concrete slab-on-grade floors, with finish flooring.	Cracks that rupture or significantly impair the appearance or performance of the finish flooring material are deficiencies.	Repair cracks as required so as not to be apparent when the finish flooring material is in place. Repair or replace finish flooring.	
Uneven concrete floor slabs.	Where floor or a portion of floor has been designed for specific drainage purposes, concrete floors in rooms finished for habitability by Builder shall not have pits, depressions or area or unevenness exceeding 3/8-inch in 32-inches.	Repair/replace to meet the Standard. Where applicable, surface patching is an accepted method of repair. Reinstall or replace any finish flooring material is necessary.	
Interior concrete work is pitting, scaling, or spalling.	Interior concrete surfaces that disintegrate to the extent that aggregate is exposed and loosened under normal conditions are deficiencies.	Builder shall take whatever corrective action is necessary to repair or replace defective concrete surfaces.	Builder is not responsible for deterioration caused by salt, chemicals, mechanical implements, or other factors beyond the Builder's control.
Separation of brick or masonry edging from concrete slab or step.	It is common for the joint to crack between concrete and masonry due to the dissimilarity of the materials. Cracks in excess of 1/4-inch are a deficiency.	Grout crack fully and reset loose masonry where required. Replacement of masonry material, if required, shall match the existing as closely as possible.	

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Cracking, settling or heaving of stoops and steps.	Stoops and steps that have settled, heaved, or separated in excess of 1-inch from Home are a deficiency.	Builder shall take whatever corrective action is necessary to meet the Performance Guideline.	
<i>Construction and Control Joints</i> Separation or movement of concrete slabs within the structure at construction and control joints.	NONE. NO COVERAGE.	NONE.	Concrete slabs within the structure are designed to move at construction and control joints and are not deficiencies. The Homeowner is responsible for maintenance of joint material.
Masonry <i>Unit Masonry (Brick, Block and Stone)</i> Cracks in masonry, brick, or stone veneer.	Small hairline cracks resulting from shrinkage are common in mortar joints of masonry construction. Cracks greater than 1/4-inch in width are deficiencies.	Builder will repair cracks greater than 1/4-inch by tuck pointing and patching. These repairs should be made toward the end of the first year of Warranty Coverage to permit Home to stabilize and normal settlement to occur. Builder is not responsible for color variations between existing and new mortar.	
<i>Stucco and Cement Plaster</i> Cracking or spalling of stucco and cement plaster.	Hairline cracks in stucco or cement plaster are common especially if applied directly to masonry back-up. Cracks greater than 1/8-inch in width or spalling of the finish surfaces are deficiencies.	Scrape out cracks and spalled areas. Fill with cement plaster or stucco to match finish and color as close as possible.	Builder is not responsible for failure to match color or texture, due to nature of material.
Separation of coating from base on exterior stucco wall.	The coating shall not separate from the base on an exterior stucco wall.	Builder shall repair areas where the coating has separated from the base.	Builder is not responsible for failure to match color or texture, due to nature of material.

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Carpentry <i>Rough Carpentry</i> Floors squeak, due to improper installation or loose sub floors.	Loud and objectionable squeaks caused by improper installation or loose sub floor are deficiencies, but a totally squeak-proof floor cannot be guaranteed.	Builder will refasten any loose sub floor or take other corrective action to reduce squeaking to the extent possible within reasonable repair capability without removing floor and ceiling finishes.	Floor squeaks may occur when a sub floor that has come loose from the joists is deflected by the weight of a person and rubs against the nails that hold it in place. Squeaks may also occur when one joist is deflected while the other members remain stationary. Because the Construction Standard requires the Builder to make a reasonable attempt to eliminate squeaks without requiring removal of floor and ceiling finishes, nailing loose sub flooring with casing nails into the carpet surface and countersinking the head is an acceptable practice.
Uneven wood framed floors.	Wood floors shall not have more than a 1/4-inch ridge or depression within any 32-inch measurement.	Correct or repair to meet the Performance Guideline.	
Bowed stud walls or ceilings.	All interior and exterior frame walls or ceilings have slight variations on the finish surfaces. Walls or ceilings that are bowed more than 1/2-inch within a 32-inch horizontal measurement; or 1/2-inch within any 8-foot vertical measurement, are deficiencies.	Exterior and interior frame walls or ceilings bowed in excess of the allowable standard shall be corrected to meet the allowances of the Performance Guideline.	
Wood frame walls out of plumb.	Wood frame walls that are more than 3/8-inch out of plumb for any 8-foot vertical measurement are a deficiency.	Make necessary repairs to meet the Performance Guideline.	
Wood beam or post is split.	Beams or posts, especially those 2 1/2-inches or greater in thickness, will sometimes split as they dry subsequent to construction. Unfilled splits exceeding 1/4-inch in width and all splits exceeding 3/8-inch in width are deficiencies.	Builder shall repair or replace as required. Filling splits is acceptable for widths up to 3/8-inch.	Some characteristics of drying wood are beyond the control of the Builder and cannot be prevented.
Exterior sheathing and sub flooring which delaminates or swells.	Sheathing and sub flooring delaminating or swelling on the side that the finish material has been applied is a deficiency.	Builder shall repair or replace sub flooring or sheathing as required. Replacement of the finish materials, when necessary, shall be done to match the existing finish as closely as possible.	

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Wood frame walls out of square.	The diagonal of a triangle with sides of 12-feet and 16-feet along the edges of the floor shall be 20-feet plus or minus 1/2-inch.	Builder shall make necessary modifications to any floor not complying with the Performance Guideline.	
<i>Finish Carpentry</i> Unsatisfactory quality of finished exterior trim and workmanship.	Joints between exterior trim elements and siding or masonry, which are in excess of 1/4-inch, are deficiencies. In all cases, the exterior trim abutting masonry siding shall be capable of performing its function to exclude the elements.	Repair open joints and touch up finish coating where required to match existing as closely as possible. Caulk open joints between dissimilar materials.	
Unsatisfactory quality of finished interior trim and workmanship.	Joints between moldings and adjacent surfaces that exceed 1/8-inch in width are deficiencies.	Repair defective joints and touch up finish coating where required to match as closely as possible. Caulking is acceptable.	
Interior trim is split.	NONE. NO COVERAGE.	NONE.	Splits, cracks, and checking are inherent characteristics of all wood products, and are not considered deficiencies.
Hammer marks visible on interior trim.	Hammer marks on interior trim shall not be readily visible from a distance of 6 feet under normal lighting conditions.	Builder shall fill hammer marks and refinish or replace affected trim to meet the Performance Guideline. Refinished or replaced areas may not match surrounding areas exactly.	
Exposed nail heads in woodwork.	Setting nails and filling nail holes are considered part of painting and finishing. After painting and finishing, nails and nail holes shall not be readily visible from a distance of 6 feet under normal lighting conditions.	Fill nail holes where required and if necessary, touch up paint, stain, or varnish to match as closely as possible.	Nail holes do not have to be filled where the surface finish is not conducive or so designed to have nail holes filled because of the product. Nail holes in base and trim in unfinished rooms or closets do not have to be filled.

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Deficiency	Performance Guidelines	Builder/Warrantor Responsibility	Exclusion
<p>Thermal and Moisture Protection <i>Waterproofing</i> Leaks or in foundation/crawl</p>	<p>Leaks resulting in actual trickling of water through the walls or seeping through the floor are deficiencies.</p>	<p>Take such action as is necessary to crawl space leaks, except where the cause is determined to be the result of Homeowner negligence. Where a sump pit has been installed by Builder in the affected area but the sump pump was not contracted for or installed by Builder, no action is required until a properly sized pump is installed by the Homeowner in an attempt to correct the condition. Should the condition continue to exist, then Builder shall take necessary action to correct the problem.</p>	<p>Leaks caused by landscaping improperly installed by the Homeowner or failure by the Homeowner to maintain proper grades are excluded from Warranty Coverage. Dampness in foundation walls or in crawl space floors is often common to new construction and is not a deficiency.</p>
<p><i>Insulation</i> Insufficient insulation.</p>	<p>Insulation that is not installed around all habitable areas in accordance with established local industry standards is a deficiency.</p>	<p>Builder shall install insulation of sufficient thickness and characteristics to meet the local industry standards. In the case of dispute, cost for investigating the sufficiency of insulation and restoring areas to prior condition is to be borne by Homeowner if it is found that the standard has been met by Builder.</p>	
<p>Sound transmission between rooms, floor levels, adjoining condominium units in a building, or from the street into Home.</p>	<p>NONE. NO COVERAGE.</p>	<p>NONE.</p>	<p>NO COVERAGE is provided for soundproofing.</p>

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Deficiency	Performance Guidelines	Builder/Warrantor Responsibility	Exclusion
<p><i>Ventilation and Moisture Control</i></p> <p>Inadequate ventilation or moisture control in crawl spaces.</p>	<p>Crawl spaces shall have adequate ventilation to remove moisture or other approved method of moisture control. Ventilation or other moisture control methods shall be considered inadequate if there is damage to supporting members or insulations due to moisture accumulation.</p>	<p>Builder shall investigate to determine cause, and make necessary repairs. Corrective action may include the installation of properly sized louvers, vents, vapor barrier, or other locally approved method of moisture control.</p>	<p>Temporary conditions may cause condensation in crawl spaces that can not be eliminated by ventilation and/or vapor barrier. Night air may cool foundation walls and provide a cool surface on which moisture may condense. In Homes that are left unheated in the winter, the underside of floors may provide a cold surface on which warmer crawl space air may condense. These conditions are beyond the Builder's control. Maintaining adequate heat and seasonal adjustment of vents is the responsibility of the Homeowner.</p>
<p>Inadequate ventilation or moisture control in attics or roofs.</p>	<p>Attics or roofs shall have adequate ventilation to remove moisture, or other approved method of moisture control. Ventilation or other moisture control methods shall be considered inadequate if there is damage to supporting members or insulation due to moisture accumulation.</p>	<p>Builder shall investigate to determine cause, and make necessary repairs. Corrective action may include the installation of properly sized louvers, vents, vapor retarder, or other locally approved method of moisture control.</p>	<p>The Homeowner is responsible for keeping existing vents unobstructed.</p> <p>Locally approved and properly constructed "hot roof" or other alternative roof designs may not require ventilation, and where there is no evidence of moisture damage to supporting members or insulation, are not deficiencies.</p>
<p>Attic vents or louvers leak.</p>	<p>Attic vents and louvers shall not leak.</p>	<p>Builder shall repair or replace the roof vents as necessary to meet the Performance Guideline.</p>	<p>Infiltration of wind-driven rain and snow are not considered leaks and are beyond the control of the Builder.</p>
<p>Bath or kitchen exhaust fans improperly vented into attic.</p>	<p>Bath or kitchen exhaust fans that are vented into attics causing moisture to accumulate resulting in damage to supporting members or insulation, are deficiencies.</p>	<p>Builder shall vent exhaust fans to the outside to correct deficiencies.</p>	

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<p><i>Sealants</i> Water or air leaks in exterior walls due to inadequate caulking.</p>	<p>Joints and cracks in exterior wall surfaces and around openings that are not properly caulked to exclude the entry of water or excessive drafts are a deficiency.</p>	<p>Repair and/or caulk joints in exterior wall surfaces as required to correct deficiency one time only during the first year of Warranty Coverage.</p>	<p>The Homeowner must maintain caulking once the condition is corrected.</p>
<p><i>Exterior Siding</i> Delamination, splitting, or deterioration of exterior siding.</p>	<p>Exterior siding that delaminates, splits or deteriorates is a deficiency.</p>	<p>Repair/Replace only the damaged siding. Siding to match the original as closely as possible, however, the Homeowner should be aware that the new finish may not exactly match the original surface texture or color.</p>	<p>Delaminated siding due to Homeowner's actions or neglect, such as delamination caused by sprinkler system repeatedly wetting siding, is not a deficiency.</p>
<p>Loose or fallen siding.</p>	<p>All siding that is not installed properly, which causes same to come loose or fall off, is a deficiency.</p>	<p>Reinstall or replace siding and make it secure.</p>	<p>Loose or fallen siding due to Homeowner's actions or neglect, such as leaning heavy objects against siding, impact, or sprinkler systems repeatedly wetting siding, is not a deficiency.</p>
<p>Siding is bowed.</p>	<p>Bows exceeding 1/2-inch in 32-inches are deficiencies.</p>	<p>Builder will repair bowed siding to meet standard. If replacement of siding is required, Builder will match original material as closely as possible. Homeowner should be aware that the new finish may not exactly match the original surface texture and color.</p>	<p>Bowed siding due to Homeowner's actions or neglect, such as bowing caused by sprinkler system repeatedly wetting siding, is not a deficiency.</p>
<p>Nails have stained siding.</p>	<p>Nail stains exceeding 1/2-inch in length and visible from a distance of 20-feet are deficiencies.</p>	<p>Builder shall correct by either removing stains, painting, or staining the affected area. Builder shall match color and finish as closely as possible. Where paint or stain touch up affects the majority of the wall surface, the whole area shall be refinished.</p>	<p>"Natural weathering" or semi-transparent stains are excluded from coverage.</p>
<p><i>Roofing</i> Roof or flashing leaks.</p>	<p>Roof or flashing leaks that occur under normal weather conditions are deficiencies.</p>	<p>Correct any roof or flashing leaks that are verified to have occurred under normal weather conditions.</p>	<p>Where cause of leaks is determined to result from severe weather conditions such as ice and snow build-up, high winds and driven rains, such leaks are not deficiencies.</p>

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Deficiency	Performance Guidelines	Builder/Warrantor Responsibility	Exclusion
Roof shingles have blown off.	Shingles shall not blow off in winds less than the manufacturer's standards or specifications.	<p>Builder will replace shingles that blow off in winds less than the manufacturer's standards or specifications only if improper installation is shown to be the cause.</p> <p>Shingles that blow off in winds less than the manufacturer's standards or specifications due to a manufacturing defect in the shingles are the manufacturer's responsibility.</p>	Shingles that blow off in hurricanes, tornadoes, hailstorms, or winds, including gusts greater than 60 miles per hour are not deficiencies. Homeowners should consult shingle manufacturer's warranty for specifications, standards, and manufacturer's warranty responsibility if shingles blow off in higher wind speeds.
Defective shingles.	NONE. NO COVERAGE.	NONE.	Manufacturing defects in shingles are not covered under this Warranty. Homeowners should consult shingle manufacturer's warranty for specifications, standards, and manufacturer's warranty responsibility.
Standing water on built-up roofs.	Water shall drain from a flat or low-pitched roof within 24-hours of a rainfall.	Builder will take corrective action to assure proper drainage of the roof.	Minor ponding or standing of water is not considered a deficiency.
<i>Sheet Metal</i> Gutters and downspouts leak.	Gutters and downspouts that leak are deficiencies.	Repair leaks in gutters and downspouts.	
Water remains in gutters after a rain.	Small amounts of water may remain in some sections of gutter for a short time after a rain. Standing water in gutters shall not exceed 1/2-inch in depth.	Builder will repair gutters to assure proper drainage.	Homeowner is responsible for keeping gutters and downspouts free from debris that would obstruct drainage.
Doors and Windows <i>Doors: Interior and Exterior</i> Warpage of interior or exterior doors.	Interior and exterior doors that warp so as to prevent normal closing and fit are deficiencies. The maximum allowable warpage of an interior door is 1/4-inch when measured from corner to corner.	Repair or replace as may be required. New doors to be refinished to match the original as closely as possible.	

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Door binds against jamb or head of frame or does not lock.	Passage doors that do not open and close freely without binding against the doorframe are deficiencies. Lock bolt is to fit the keeper to maintain a closed position.	Adjust door and keeper to operate freely.	Wood doors may stick during occasional periods of high humidity.
Door panels shrink and expose bare wood.	NONE.	NONE.	Door panels will shrink due to the nature of the material, exposing bare wood at the edges and are not deficiencies.
Door panels split.	Door panels that have split to allow light to be visible through the door are deficiencies.	If light is visible, fill crack and finish panel to match as closely as possible. Correct one time only during first year of Warranty Coverage.	
Bottom of doors drag on carpet surface.	Where it is understood by Builder and the Homeowner that carpet is planned to be installed as floor finish by Builder, the bottom of the doors which drag on the carpet are deficiencies.	Undercut doors as required.	Where carpet is selected by Homeowner having excessive high pile, the Homeowner is responsible for any additional door undercutting.
Excessive opening at the bottom of interior doors.	Passage doors from room to room that have openings between the bottom of the door and the floor finish material in excess of 1 1/2-inches are deficiencies. Closet doors having an opening in excess of 2-inches are deficiencies.	Make necessary adjustment or replace door to meet the required tolerance.	
<i>Garage Doors (Attached Garage)</i> Garage door fails to operate or fit properly.	Garage doors that do not operate and fit the door opening within the manufacturer's installation tolerances are deficiencies. Some entrance of the elements can be expected under heavy weather conditions and is not considered a deficiency.	Make necessary adjustments to meet the manufacturer's installation tolerances.	No adjustment is required when cause is determined to result from anyone but Builder's or Builder's subcontractors' installation of an electric door opener.

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<p><i>Wood, Plastic & Metal Windows</i> Window is difficult to open or close.</p>	<p>Windows should require no greater operating force than that described in the manufacturer's specifications.</p>	<p>Builder shall correct or repair as required to meet manufacturer's specifications.</p>	
<p>Double hung windows do not stay in place when open.</p>	<p>Double hung windows are permitted to move within a two inch tolerance, up or down when put in an open position. Any excessive movement exceeding the tolerance is a deficiency.</p>	<p>Adjust sash balances one time only during the first year of Warranty Coverage. Where possible, instruct the Homeowner on the method of adjustment for future repair.</p>	
<p>Condensation or frost on window frames and glass.</p>	<p>NONE.</p>	<p>NONE.</p>	<p>Window glass and frames will collect condensation on the frame and glass surface when humidity and temperature differences are present. Condensation is usually the result of temperature/humidity conditions in the Home.</p>
<p><i>Hardware</i> Hardware does not work properly, fails to lock or perform its intended purpose.</p>	<p>All hardware installed on doors and window that does not operate properly are deficiencies.</p>	<p>Builder shall adjust, repair, or replace hardware as required.</p>	
<p><i>Storm Doors, Windows and Screens</i> Storm doors, windows and screens do not operate or fit properly.</p>	<p>Storm doors, windows and screens, when installed, which do not operate or fit properly to provide the protection for which they are intended, are considered deficiencies.</p>	<p>Builder shall make necessary adjustments for proper fit and operation. Replace when adjustment cannot be made.</p>	<p>Missing screens, rips or gouges in the screen mesh are not covered by this Warranty.</p>
<p><i>Weather stripping and Seals</i> Drafts around doors and windows.</p>	<p>Some infiltration is usually noticeable around doors and windows, especially during high winds. No daylight shall be visible around frame when window or exterior door is closed.</p>	<p>Builder shall repair to meet Performance Guideline.</p>	<p>In high wind areas, the homeowner may need to have storm windows and doors installed to eliminate drafts.</p>

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<p><i>Glass and Glazing</i> Clouding and condensation on inside surfaces of insulated glass.</p>	<p>Insulated glass that clouds up or has condensation on the inside surfaces of the glass is a deficiency.</p>	<p>Builder shall replace glass in accordance with window and glass manufacturer's requirements.</p>	
<p>Finishes <i>Drywall</i> Drywall cracks.</p>	<p>Hairline cracks are not unusual. Cracks in interior gypsum board or other drywall materials exceeding 1/8-inch in width are deficiencies.</p>	<p>Builder shall repair cracks that are greater than 1/8-inch in width and touch up paint to match as closely as possible, one time only. Such conditions should be reported near the end of the first year of Warranty Coverage to allow for normal movement in Home.</p>	
<p>Nail pops, blisters, or other blemish is visible on finished wall or ceiling.</p>	<p>Nail pops and blisters that are readily visible from a distance of 6 feet under normal lighting conditions are deficiencies.</p>	<p>Builder will repair such blemishes, and touch up paint to match as closely as possible, one time only. Such conditions should be reported near the end of the first year of Warranty Coverage to allow for normal settlement of the Home.</p>	<p>Depressions or slight mounds at nail heads are not considered deficiencies. Builder is not responsible for nail pops or blisters that are not visible, such as those covered by wallpaper.</p>
<p>Cracked corner bead, excess joint compound, trowel marks, or blisters in tape joints.</p>	<p>Cracked or exposed corner bead, trowel marks, excess joint compound, or blisters in drywall tape, are deficiencies.</p>	<p>Builder will repair to meet Performance Guideline, and touch up paint to match as closely as possible, one time only. Such conditions should be reported near the end of the first year of Warranty Coverage to allow for normal settlement of the Home.</p>	
<p><i>Hard Surfaces</i> Flagstone, Marble, Quarry Tile, Slate, or other hard surface flooring is broken or loose.</p>	<p>Ceramic tile, flagstone, or similar hard surfaced sanitary flooring that cracks or becomes loose is a deficiency. Sub floor and wallboard are required to be structurally sound, rigid, and suitable to receive finish.</p>	<p>Builder shall replace cracked tiles, marble, or stone and resecure loose tiles, marble, or stone flooring.</p>	<p>Cracking and loosening of flooring caused by the Homeowner's negligence is not a deficiency. Builder is not responsible for color and pattern variations or discontinued patterns of the manufacturer.</p>

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Cracks appear in grouting of ceramic tile joints or at junctions with other material such as a bathtub, shower, or countertop.	Cracks in grouting of ceramic tile joints are deficiencies. Regrouting of these cracks is a maintenance responsibility of the Homeowner after the Builder has regrouted once.	Builder shall repair grouting as necessary one time only within the first year of the Warranty Coverage.	Open cracks or loose grouting, where the wall surface abuts the flashing lip at a tub, shower basin, or countertop are considered Homeowner maintenance and any resultant damage to other finish surfaces due to leaks, etc. are not considered deficiencies.
<i>Finished Wood Flooring</i> Seams or shrinkage gaps show at resilient flooring joints.	Gaps in excess of 1/16-inch in width in resilient floor covering joints are deficiencies. Where dissimilar materials abut, a gap in excess of 1/8-inch is a deficiency.	Builder shall repair or replace the resilient flooring to meet the Performance Guideline. Builder is not responsible for discontinued patterns or color variations of floor covering. Proper repair can be affected by sealing gap with seam sealer.	
Cupping, open joints, or separations in wood flooring.	Open joints or separations between floorboards of finished wood flooring shall not exceed 1/8-inch in width. Cups in strip floorboards shall not exceed 1/16-inch in height in a 3-inch maximum distance when measured perpendicular to the length of the board.	Builder shall determine the cause and if the result of a deficiency in workmanship or material, correct one time only. For repairable deficiencies, repair cracks by filling and refinishing to match the wood surface as closely as possible. For non-repairable deficiencies, replace and finish affected area to match remaining flooring as closely as possible.	Wood floors are subject to shrinkage and swell due to seasonal variations in the humidity level of Home. While boards may be installed tight together, gaps or separations may appear during heating seasons or periods of low humidity. Gaps or separations that close during non-heating seasons are not considered deficiencies. Homeowners should be familiar with the recommended care and maintenance requirements of their wood floor. Repeated wetting and drying, or wet mopping may damage wood finishes. Dimples or scratches can be caused by moving furniture or dropping heavy objects, and certain high heel steel shoes may cause indentations. These conditions are not covered by this Warranty.
<i>Painting</i> Knot and wood stains appear through paint on exterior.	Excessive knot and wood stains that bleed through the paint are considered deficiencies.	Builder shall seal affected areas where excessive bleeding of knots and stains appear and touch-up paint to match as closely as possible.	

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

Deficiency	Performance Guidelines	Builder/Warrantor Responsibility	Exclusion
Exterior paint or stain peels or deteriorates.	Exterior paints or stains that peel or deteriorate during the first year of ownership are deficiencies.	Builder shall properly prepare and refinish affected areas, matching color as closely as possible. Where finish repairs affect the majority of the surface areas, the whole area should be refinished. The Warranty on the newly repainted surfaces will not extend beyond the original Warranty period.	Fading, however, is normal and subject to the orientation of painted surfaces to the climactic conditions which may prevail in the area. Fading is not a deficiency.
Painting required as corollary repair because of other work.	Necessary repair of a painted surface under this Warranty is to be refinished to match surrounding areas as closely as possible.	Builder shall refinish repaired areas to meet the standard as required.	
Mildew or fungus forms on painted or factory finished surfaces.	NONE. NO COVERAGE.	NONE.	Mildew or fungus that forms on a painted or factory finished surface when the surface is subject to various exposures (e.g.: ocean, lake, riverfront, heavily wooded areas or mountains) is not a deficiency.
Deterioration of varnish or lacquer finishes.	Natural finish on interior woodwork that deteriorates during the first year of the Warranty Coverage is a deficiency.	Builder shall refinish affected areas of natural finished interior woodwork, matching the color as closely as possible.	Varnish-type finishes used on exterior surfaces will deteriorate rapidly and are not covered by the Warranty.
Interior paint coverage.	Wall, ceiling, and trim surfaces that are painted shall not show through new paint when viewed from a distance of 6-feet under normal lighting conditions.	Builder shall repaint wall, ceiling or trim surfaces where inadequate paint has been applied. Where the majority of the wall or ceiling surface is affected the entire area will be repainted from break line to break line. Builder is not required to repaint an entire room unless all walls and ceiling have been affected.	
Paint splatters and smears on finish surfaces.	Paint splatters on walls, woodwork, or other surfaces which are excessive, shall not be readily visible when viewed from a distance of 6-feet under normal lighting conditions.	Builder shall remove paint splatters without affecting the finish of the material, or replace the damaged surface if paint cannot be removed.	Minor paint splatter and smears on impervious surfaces that can be easily removed by normal cleaning methods are considered to be Homeowner maintenance and are not deficiencies.

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

Deficiency	Performance Guidelines	Builder/Warrantor Responsibility	Exclusion
<p><i>Wall Covering</i> Peeling of wall covering installed by Builder.</p>	<p>Peeling of wall covering is a deficiency, unless it is due to the Homeowner's abuse or negligence.</p>	<p>Builder shall repair or replace defective wall covering.</p>	
<p>Patterns in wall covering is mismatched at the edges.</p>	<p>Patterns in wall covering is a deficiency, unless it is due to the Homeowner's abuse or negligence.</p>	<p>Builder shall remove mismatched wall covering and replace. Builder is not responsible for discontinued or variations in color.</p>	<p>Defects in the wall covering patterns are the manufacturer's responsibility, and excluded from Warranty Coverage.</p>
<p>Lumps and ridges and nail pops in wallboard that appear after the Homeowner has wall covering installed by others.</p>	<p>NONE. NO COVERAGE.</p>	<p>NONE.</p>	<p>The Homeowner shall insure that the surface to receive wall covering is suitable and assumes full responsibility should lumps, ridges, and nail pops occur at a later date.</p>
<p><i>Carpeting</i> Carpet does not meet at the seams.</p>	<p>It is not unusual for carpet seams to show. However, a visible gap or overlapping at the seam due to the improper installation is a deficiency.</p>	<p>Builder shall correct to eliminate visible gap or overlapping at the seam.</p>	<p>Carpet material is not covered under the Warranty.</p>
<p>Color variations in carpet.</p>	<p>NONE. NO COVERAGE.</p>	<p>NONE.</p>	<p>Colors may vary by dye lot, and from one end to another in the same roll. Side to side shading may show at most if not all seams, even where the same dye lot is used. Carpet material is not covered under the Warranty. Homeowners should consult carpet manufacturer's warranty for specifications, standards, and manufacturer's warranty responsibility for color variations.</p>

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

Deficiency	Performance Guidelines	Builder/Warrantor Responsibility	Exclusion
Fireplace or chimney does not draw properly causing smoke to enter home.	A properly designed and constructed fireplace or chimney shall function 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. In some cases, it may be necessary to open a window slightly to create an effective draft. Since negative draft conditions could be temporary, it is necessary for the homeowner to substantiate the problems to the Builder by constructing a fire so the condition can be observed.	When determined the malfunction is based upon improper construction of the fireplace, the Builder shall take the necessary steps to correct the problem.	When it is determined that the fireplace is properly designed and constructed, but still malfunctions due to natural causes beyond Builder's control, Builder is not responsible.
Chimney separation from structure to which it is attached.	Newly built fireplaces will often incur slight amounts of separation. Separation that exceeds 1/2-inch from the main structure in any 10-foot vertical measurement is a deficiency.	Builder shall correct. Caulking or grouting is acceptable unless the cause of the separation is due to Structural Failure of the chimney foundation. In that case, caulking is unacceptable.	
Cracks in masonry hearth or facing.	Small hairline cracks in mortar joints resulting from shrinkage are not unusual. Cracks in stone or brick hearth or facing greater than 1/4-inch in width are deficiencies.	Builder will repair cracks exceeding standard by pointing or patching. Builder is not responsible for color variations between existing and new mortar.	Heat and flames from normal fires can cause cracking of firebrick and mortar joints. This should be expected, and is not covered by this Warranty.
Cabinets and Vanities <i>Kitchen Cabinets and Vanities</i> Kitchen and vanity cabinet doors and drawer binds.	Cabinet doors and drawers shall open and close with reasonable ease.	Builder shall adjust or replace doors and drawers as necessary to meet Performance Guidelines.	
Warping of kitchen and vanity cabinet doors and drawer fronts.	Warping that exceeds 1/4-inch as measured from the face of the cabinet frame to the furthest point of warping on the drawer or door front in a closed position is a deficiency.	Builder shall correct or replace door or drawer front as required.	

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

Deficiency	Performance Guidelines	Builder/Warrantor Responsibility	Exclusion
<p>Gaps between cabinets, ceiling and ..</p> <p><i>Countertops</i> Surface cracks and delaminations in high pressure laminates of vanity and kitchen cabinet countertops.</p>	<p>Countertops, splash boards, base and wall cabinets are to be securely mounted. Gaps in excess of 1/4-inch between wall and ceiling surfaces are a deficiency.</p> <p>Countertops fabricated with high pressure laminate coverings that delaminate or have surface cracks or joints exceeding 1/16-inch between sheets are considered deficiencies.</p>	<p>Builder shall make necessary adjustment of cabinets and countertop or close gap by means of moulding suitable to match the cabinet or countertop finish, or as closely as possible; or other acceptable means.</p> <p>Builder shall repair or replace laminated surface covering having cracks or joints exceeding the allowable width.</p>	
<p>Mechanical <i>Plumbing</i> Faucet or valve leak.</p>	<p>A valve or faucet leak due to material or workmanship is a deficiency and is covered only during the first year of the Warranty.</p>	<p>Builder shall repair or replace the leaking faucet or valve.</p>	<p>Leakage caused by worn or defective washers or seals are Homeowner maintenance item.</p>
<p>Defective plumbing fixtures, appliances or trim fittings.</p>	<p>Fixtures, appliances, or fittings shall comply with their manufacturer's standards as to use and operation.</p>	<p>NONE.</p>	<p>Defective plumbing fixtures, appliances, and trim fittings are covered under their manufacturer's warranty.</p>
<p><i>Water Supply</i> Staining of plumbing fixtures due to high iron, manganese, or other mineral content in water.</p>	<p>NONE. NO COVERAGE.</p>	<p>NONE. High iron and manganese content in the water supply system will cause staining of plumbing fixtures.</p>	<p>Maintenance and treatment of the water is the Homeowner's responsibility.</p>
<p>Noisy water pipes.</p>	<p>Some noise can be expected from the water pipe system, due to the flow of water. However, the supply pipes should not make the pounding noise called "water hammer". "Water hammer" is a deficiency covered only during the first year of the Warranty.</p>	<p>Builder shall correct to eliminate "water hammer".</p>	<p>Noises due to water flow and pipe expansion are not considered deficiencies.</p>

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

Deficiency	Performance Guidelines	Builder/Warrantor Responsibility	Exclusion
<p><i>Heating and Air Conditioning</i> Inadequate heat.</p>	<p>A heating system shall be capable of producing an inside temperature of at least 70-degrees Fahrenheit as measured in the center of the room at a height of five feet above the floor under local outdoor winter design conditions. NOTE FOR HEATING: There may be periods when the outdoor temperature falls below the design temperature, thereby lowering the temperature in Home.</p>	<p>Builder shall correct heating system as required to provide the required temperatures if deficiency exists.</p>	<p>Orientation of Home and location of room will also provide a temperature differential, especially when the heating system is controlled by a single thermostat for one or more floor levels. The Homeowner is responsible for balancing dampers and registers and for making other necessary minor adjustments.</p>
<p>Inadequate cooling.</p>	<p>When air conditioning is provided, the cooling system is to be capable of maintaining a temperature of 78-degrees Fahrenheit as measured in the center of each room at height of five feet above the floor, under local outdoor summer design conditions. NOTE FOR AIR CONDITIONING: In the case of outside temperatures exceeding 95-degrees Fahrenheit, the system shall keep the inside temperature 15-degrees cooler than the outside temperature. National, state, or local requirements shall supersede this guideline where such requirements have been adopted by the local governing</p>	<p>Correct cooling system to meet the Performance Guideline during the first year of Warranty Coverage.</p>	<p>Orientation of Home and location of room will also provide a temperature differential, especially when the air-conditioning system is controlled by a single thermostat for one or more levels. The Homeowner is responsible for balancing dampers and registers and for making other necessary minor adjustments.</p>
<p>Ductwork and heating piping not insulated in uninsulated area.</p>	<p>Ductwork and heating pipes that are run in uninsulated crawl spaces, garages or attics are to be insulated.</p>	<p>Builder shall install required installation.</p>	
<p>Condensate lines clog up.</p>	<p>NONE. NO COVERAGE.</p>	<p>Builder shall provide clean and unobstructed lines on Warranty Effective Date.</p>	<p>Condensate lines will clog under normal conditions. The Homeowner is responsible for continued operation of drain lines.</p>
<p>Improper mechanical operation of evaporative cooling system.</p>	<p>Equipment that does not function properly at temperature standard set is a deficiency.</p>	<p>Builder shall correct and adjust so that blower and water system operate as designed during the first year of the Warranty Coverage.</p>	

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

Deficiency	Performance Guidelines	Builder/Warrantor Responsibility	Exclusion
Ductwork makes noises.	NONE. NO COVERAGE.	NONE.	When metal is heated, it expands, and when cooled, it contracts. The resulting "ticking" or "crackling" sounds generally are to be expected and are not deficiencies.
Ductwork makes excessively loud noises known as "oil canning".	The stiffening of the ductwork and the gauge of metal used shall be such that ducts do not "oil can". The booming noise caused by oil canning is a deficiency.	Builder shall take the necessary steps to eliminate noise cause by oil canning.	
Electrical Components <i>Switches and Receptacles</i> Fuses blow, or circuit breakers kick out.	Fuses and circuit breakers that deactivate under normal usage, when reset or replaced are deficiencies during the first year of the Warranty Coverage.	Builder shall check all wiring and replace wiring or breaker if it does not perform adequately or is defective.	
Drafts from electrical outlets.	NONE. NO COVERAGE.	NONE.	The electrical junction box on exterior walls may produce a slight air flow whereby the cold air can be drawn through the outlet into a room. This problem is normal in new Home construction.
Malfunction of electrical outlets, switches, or fixtures.	All switches, fixtures and outlets which do not operate as intended are considered deficiencies only during the first year of the Warranty Coverage.	Builder shall repair or replace defective switches, fixtures, and outlets.	
Light fixture tarnishes.	NONE. NO COVERAGE.	NONE.	Finishes on light fixtures may be covered under their manufacturer's warranty.
<i>Service and Distribution</i> Ground fault interrupter trips frequently.	Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These devices are sensitive and can be tripped very easily. Ground fault outlets that do not operate as intended are considered deficiencies.	Builder shall replace the device if defective during the first year of the Warranty.	

2 Year Systems

The following general categories apply to the 2-Year Systems Coverage. Coverages change over time and these are general guidelines only. The specific coverages are governed by the warranty booklet provided to the homeowner at closing. All Warranty repair orders shall be in writing & dated on the Home Warranty Repair Form. 2-Years Workmanship Coverage expires exactly two (2) Years from the date of closing and funding of the home.

Mechanical Systems
 Septic Tank Systems
 Plumbing
 Water Supply
 Heating & Air Conditioning

Electrical Systems
 Electrical Conductors

ITEMS COVERED UNDER THE 2-YEAR SYSTEMS

COVERAGES CHANGE OVER TIME AND THESE ARE GENERAL GUIDELINES ONLY. THE SPECIFIC COVERAGES ARE GOVERNED BY THE WARRANTY BOOKLET GIVEN TO THE HOMEOWNER AT CLOSING.

ITEMS COVERED UNDER THE 2-YEAR SYSTEMS COVERAGE

Deficiency	Performance Guidelines	Builder/Warrantor Responsibility	Exclusion
Mechanical Systems <i>Septic Tank Systems</i> <i>Plumbing</i> Water in plumbing pipes freezes, and the pipes burst.	Drain, waste, vent, and water pipes shall be adequately protected to prevent freezing and bursting during normally anticipated cold weather.	Builder shall correct conditions not meeting Performance Guideline.	Burst pipes due to Homeowner's neglect and resultant damage are not Builder's responsibility. The Homeowner is responsible for draining exterior faucets, and maintaining suitable temperature in the Home to prevent water in pipes from freezing. During periods when the outdoor temperature falls below the design temperature, the Homeowner is responsible for draining or otherwise protecting pipes. Homes which are periodically occupied, such as summer homes, or where there will be no occupancy for an extended period of time, must be properly winterized or periodically checked to insure that a reasonable temperature is maintained.

ITEMS COVERED UNDER THE 2-YEAR SYSTEMS COVERAGE

Deficiency	Performance Guidelines	Builder/Warrantor Responsibility	Exclusion
Leakage from any piping.	Leaks in any waste, vent and water piping are deficiencies.	Builder shall make necessary repairs to eliminate leakage.	Condensation on piping does not constitute leakage, and is not a deficiency, except where piping insulation is required.
Sanitary sewers, fixtures, waste or drain lines are clogged.	The Builder is not responsible for sewers, fixtures, or drains that are clogged because of Homeowner's actions or negligence. Sanitary sewers, fixtures, waste or drain lines that do not operate or drain properly due to improper construction are deficiencies.	When defective construction is shown to be the cause, Builder shall make necessary repairs. If Homeowner's actions or negligence is the cause, the homeowner is responsible for correcting the problem. Homeowner is liable for the entire cost of any sewer and drain cleaning service provided by Builder where clogged drains are caused by Homeowner's actions or negligence.	Builder is not responsible for sewer lines that extend beyond the property lines on which Home is constructed.
<i>Water Supply</i> Water supply system fails to deliver water.	All service connections to municipal water main or private water supply are Builder's responsibility when installed by Builder.	Builder shall repair as required if failure to supply water is the result of deficiency in workmanship or materials.	If conditions exist which disrupt or eliminate the sources of water supply that are beyond Builder's control, then Builder is not responsible.
<i>Heating and Air Conditioning</i> Refrigerant lines leak.	Builder-installed refrigerant lines or ground loop pipes that develop during normal operation are deficiencies.	Builder shall repair leaking lines and recharge the unit as required.	Leaks due to homeowner's actions or negligence are excluded.
Ductwork separates, becomes unattached.	Ductwork that is not intact or securely fastened is a deficiency.	Builder shall reattach and re-secure all separated or unattached ductwork.	
Electrical Systems <i>Electrical Conductors</i> Failure of wiring to carry its designed load.	Wiring that is not capable of carrying the designated load, for normal residential use to switches, receptacles, and equipment, is a deficiency.	Builder shall check wiring and replace if it fails to carry the design load.	

10-Year Structural

The following general categories apply to the 10-Year Structural Coverage. Coverages change over time and these are general guidelines only. The specific coverages are governed by the warranty booklet provided to the homeowner at closing. All Warranty repair orders shall be in writing & dated on the Home Warranty Repair Form.

Unless one or more of the Warranty Exclusions apply, for ten (10) years from the Effective Date of Warranty, your Warrantor warrants you home against Structural Failure. Structural Failure means Actual Physical Damage to the Home as a result of one or more of the Designated Load-Bearing Members meeting one of the Failure Criteria specified in this Section. Actual Physical Damage means a visually-observable, adverse condition evidenced by distortion, cracking or crushing in a portion of the Home.

The Designated Load Bearing Members are:

- Foundations
- Beams
- Columns
- Load-Bearing walls and partitions
- Floor systems and sub-flooring
- Roof framing and sheathing

Some examples of portions, but not inclusive of all portions, of the Home that are not Designated Load-Bearing Members AND are not covered by this Structural Coverage:

- Non-load bearing walls and partitions
- Appliances, fixtures, and items of equipment
- Finish Flooring material
- Roof shingles, roof tiles, and tar paper
- Wall tile and wall paper
- Plaster, laths, and drywall
- Doors, trims, cabinets, hardware, insulation, paint and stains
- Brick, stone veneers, and stucco
- Any type of exterior siding
- Heating, cooling, ventilating, plumbing, electrical, and mechanical systems
- Garage concrete slabs

The Failure Criteria for the Designated Load-Bearing Members are:

Whenever the stress in the Designated Load-Bearing Member or its connections, due to design dead loads and live loads, is more than one and one half times the stress allowed in the Building Code in effect at the time of construction, provided that such condition exists to the extent that the sanitation of the Home or the safety of the occupants of the Home are materially endangered, or

Whenever a vertical structural Designated Load-Bearing Member leans or buckles where such condition is caused by lateral movement of the column and not by differential elevation of the foundation, and such movement results in the distance between a face of the base of the member and a plumb line dropped from the corresponding face of the point of maximum movement exceeding one sixth of the corresponding width of the member, provided that such condition exists to the extent that the sanitation of the Home or the safety of the occupants of the Home are materially endangered, or

Whenever the deterioration or inadequacy of a foundation causes a condition to exist to the extent that the sanitation of the Home or the safety of the occupants of the Home are materially endangered or

Whenever the differential elevation of the finished floor surface of a room in the Home exceeds one inch in a ten foot measurement and there is evidence of Actual Physical Damage that is consistent with the measured differential elevation, or

Whenever the differential elevation of the finished floor surface of the Home exceeds four inches in a twenty-foot measurement.
