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ARTICLE I
DEFINITIONS

ETHICS COMMITTEE

The President of the Wayne County Builders Association, Inc. on a yearly basis will appoint an Ethics Committee. The Ethics Committee will consist of not less than three (3) members of the Wayne County Builders Association, Inc. This Committee will administer the Contractor Quality Commitment, (CQC), Program, in addition to serving as the Quality Review Committee.

QUALITY INSPECTION TEAM

A formal review process for handling customer complaints will be provided on a case-to-case basis. A team of not more than three (3) individuals selected by the Ethics Committee; based on their expertise in the area of complaint. An individual team member must be a member of the Wayne County Builders Association, Inc., or another builders association affiliated with the National Home Builders Association.

QUALITY CONTROL MEDIATOR

An individual selected by the Ethics Committee will attempt to mediate a complaint against a member of the Wayne County Builders Association, Inc. The mediator must be a member of the Wayne Builders Association, Inc. or an affiliate with the National Home Builders Association.

COMPLAINANT

Any person who submits a complaint to the Wayne County Builders Association, Inc., in writing, against a member of the Wayne County Builders Association, Inc.

BOARD

The Board of Directors as elected by the members of the Wayne County Builders Association, Inc.

ARTICLE II

THE MEMBERSHIP APPLICATION PROCESS

In order to demonstrate that our association truly represents reputable contractors to the public, we will have a screening process for all new applicants and the following inquiries will be made:

1. Credit references will be checked from subcontractors, suppliers and banks.
2. The Better Business Bureau will be contacted for unresolved complaints. It is not considered an unresolved complaint if the contractor works with the Better Business Bureau to resolve a problem, even if the customer is not satisfied.
3. Basic insurance when required:
 - Workers' Compensation for companies with employees.
 - Contractor Liability Insurance with minimum coverage of \$500,000.00 per occurrence.
 - Certificate of Insurance to be submitted annually at renewal time naming Wayne County Builders Association, Inc. as certificate holder.
4. All prospective members will sign the Code of Ethics. All contractors, subcontractors, material supplier and fabricators are required to sign the Contractor Quality Commitment Standards (see Article VII -Code of Ethics; Article VIII -Contractor Quality Standards and Schedule A - Application).

ARTICLE III

ETHICS COMMITTEE

The primary purpose of the Ethics Committee is to oversee the Contractor Quality Commitment Program. This committee will assist the Wayne County Builders Association, Inc. in maintaining reputable contractors in the organization as defined by the Program.

The goal of the Contractor Quality Commitment is designed to prevent unethical practices in our industry and at the same time create a positive public image. This can be accomplished by:

1. The Code of Ethics and the Contractor Quality Commitment Program, as well as maintaining a thorough screening process.
2. This program will be an asset to all members including the formation of a referral program that the Wayne County Builders Association, Inc. establishes.
3. Minimum Standards are set by which all contractors should operate, such as use of contracts, minimum insurance, acceptable credit rating, etc. When a contractor does not want to abide by the minimum standards, he chooses not to be affiliated with the Association.
4. An advertising campaign to educate the public that there is such a thing as a reputable contractor, and that such contractor can be found in the Wayne County Builders Association, Inc.

To assure that the Wayne County Builders Association, Inc. has reputable contractors, guidelines are set through this committee. The Ethics Committee is the enforcement arm of the Ethics and Standards we have adopted as an association. The responsibility of this committee is defined in the Contractor Quality Commitment Program. The Ethics Committee will be responsible for identifying the accuracy of complaints and following up on those complaints.

ARTICLE IV

CUSTOMER COMPLAINTS PROCEDURES

The following procedure should be followed when complaints are received:

1. Obtain the name of the contractor and verify their membership in the Wayne County Builders Association, Inc. If the contractor is not a member of our association, inform the complainant of that fact.
2. If the contractor is a member of the Wayne County Builders Association, Inc., ask the complainant if they have contacted the contractor. If not, ask them to please do so in writing and forward a copy to our association.
3. The complainant shall be sent a questionnaire, which shall define the problem and may yield a readily obtainable solution. The questionnaire will address the following:
 - a. What is the complaint?
 - b. What is the nature of the project?
 - c. Was the project completed? If so, date of completion?
 - d. What was the contractor's response to the complaint?
 - e. What do you see as the solution?
 - f. Are you willing to have the contractor correct any alleged problems?
 - g. Have you met all of your obligations with the contractor?
 - h. Have you had any independent inspection of the work? If so, by whom and what were their findings?
4. When a written complaint is received, a copy will be sent to the contractor for his response. A copy of this complaint and letter to the contractor will be sent to the Mediator. A response from the contractor will be requested within two weeks to confirm their willingness to correct the problem. The complainant is sent copies of all correspondence.
5. If the contractor or the complainant requests an inspection and mediation, there would be a \$150.00 fee for this process by the Quality Control Mediator. The party who requests the inspection is responsible for payment of the fee to the Wayne County Builders Association, Inc. The mediator's responsibilities are to attempt to find a mutually agreeable solution.
6. If there is no mutually agreeable solution, the complainant or the contractor will be given more formal review and a written report by the Quality Inspection Team. This process will be an additional fee of \$300.00, which will be absorbed b.

7. The Quality Inspection Team report is a prerequisite to any disciplinary action by the Wayne County Builders Association, Inc. Board of Directors. If this is done, the Wayne County Builders Association shall pay the inspection fee.
8. The Quality Review Committee may, at its sole discretion, may meet with the contractor and/or the complainant to obtain information essential for its recommendation.
9. If a Quality Inspection Team report determines that the contractor is at fault and the contractor refuses to correct the problem, disciplinary action will be recommended to the Board. The complainant and the contractor will be advised that either party has the right to appear before the Board. All parties will be notified of the Board's decision. It would be recommended that the complainant not proceed with arbitration or other legal action until this process has been completed. If the Board of Directors determines the contractor to be at fault, the contractor will receive 30 days to rectify the problem.
10. The right to appear before the Board shall consist solely of a right to state one position before the Board. This is not a hearing and no additional facts or evidence will be submitted.
11. Nothing in this procedure shall obligate any Quality Review Mediator or Quality Inspection Team to testify at any court proceeding which may arise from the complaint investigated. Either party is free, however, to hire any expert on a private basis, following the completion of the formal review.
12. Nothing herein shall abridge or take away the right of either the contractor or the complainant to seek appropriate legal action.

DISCIPLINARY ACTION AGAINST MEMBERS

The backbone of the Contractor Quality Commitment program is strengthened or broken depending on our ability to deal effectively with our own members. We are building on the strong positive reputation, which most of the contractors in Wayne County have earned, and we are sending a message to others to do business in a professional manner. We must be willing and ready to take a firm stand against members who are not willing to abide by the Code of Ethics or standards of membership. It is imperative in this process that everyone is treated equally and second that there is a built-in appeal process.

The following is the recommended procedure that shall be used for discipline against a member contractor:

1. The Quality Review Committee recommends to the Board of Directors, in writing, that disciplinary action be taken against a member for violation of the Code of Ethics or Contractor Quality Commitment Standards. The violations must be clearly and completely outlined in specific terms and reference must be made to the Quality Inspection Team formal review and report.
2. The Board of Directors shall vote, at its next meeting, on any action against the member. Any action must be based on specific violation of the Code of Ethics or Contractor Quality Commitment Standards, which the member signed during the membership application process. The Board will *not* conduct any hearing and may rely entirely on the recommendation of the Quality Review Committee. The contractor and complainant will be notified when the Board will act on the recommendation. The contractor and/or the complainant have a right to state their position before the Board.

Examples of disciplinary action the Association may invoke include:

1. **Censure:** A written report will be sent to the member and kept on file by the Association. The report will be discarded after three (3) years if there are no further problems.
2. **Suspension:** A suspension may vary in degree and length of time. Examples include suspending a member from membership meetings for three (3), six (6), or nine (9), months or Home Show participation.
3. **Expulsion:** The individual or company would be removed as a member of the Association.

The only time disciplinary action may be taken against a member is for violation of the Code of Ethics or Contractor Quality Commitment Standards.

ARTICLE VI

MEMBERSHIP COMPLIANCE

1. A copy of the Code of Ethics and Contractors Quality Commitment Standards will be sent to all members. They would return a signed copy of the Code of Ethics and Contractor Quality Commitment Standards to the Wayne County Builders Association, along with a Certificate of Insurance where applicable. A member would not be able to renew membership without meeting these requirements.
2. Any members who refuse to comply would be given the opportunity to fully understand the program, but would not receive exemption from this requirement.
3. A member who does not comply with these requirements on the first renewal of their membership and each and every renewal thereafter shall be removed as a member of the Wayne County Builders Association, Inc.

CODE OF ETHICS

The goal of the members of the Wayne County Builders Association, Inc. is to provide quality products and services at reasonable prices and thereby promote the wellbeing of our Association and project an image that is recognized for quality and fairness within the building industry, within our community and our country through the American free enterprise system in accordance with the following Code of Ethics:

Honesty: Honesty and integrity shall be the guiding principles by which we conduct our business affairs.

Fairness: We shall be fair in all our business relationships; i.e., pricing, contractual agreements, restraint of trade, and negotiations in order to give our customer the best possible value for their dollar.

Laws: We shall comply with the letter, intent, and spirit of all Federal, State and local laws, ordinances, directives and adopted National Standards that affect building construction. We will work with legislators, national and state organizations to improve these laws and standards. We shall abide by the By-Laws of the Wayne County Builders Association, Inc.

Insurance We shall always maintain amounts of insurance coverage on our business, employees, and customers as defined by the Board of Directors.

Safety We shall provide safe and healthy workplaces, as well as construct structurally and environmentally safe buildings. We are aware of the standard of the Occupational Safety and Health Act (OSHA).

Design We shall strive to design aesthetically pleasing, environmentally sensitive, functional, well-situated and energy-efficient new and remodeled buildings with appropriate drawing, contracts, and specifications.

Quality We shall conduct all of our construction work and related services in a careful and workmanlike manner in keeping with the building industry standards of quality.

- Professionalism** We shall strive to manage our business to meet professional standards of the building industry and continue to learn by experience, education, research, and sharing with one another in a healthy competitive spirit.
- Scheduling** We shall provide our customers with realistic schedules and make every effort to expedite the work on these projects to meet the scheduled dates.
- Warranty** We shall acknowledge any defects in our workmanship and materials and if necessary, correct them in a mutually agreeable and timely manner.
- Payments** We shall pay all of our invoices in a mutually agreeable arrangement with our creditors.
- Opportunity** We shall be an equal opportunity employer and not discriminate in the sale of any of our products and services or in our hiring and employment practices.

ARTICLE VIII

CONTRACTOR QUALITY COMMITMENT STANDARDS

- A. I agree to meet or exceed the standards established in the International Residential Code, (IRC) and any other local or state wide building codes, laws and/or fees, which might be applicable.
- B. I agree to meet or exceed the standards that are established in residential warranty programs, such as the Home Owners Warranty (HOW) program or an equal national warranty program.
- C. I agree to abide by the findings of the Quality Review Committee. I will promptly respond to and rectify defects as defined by the industry standards attached hereto and/or residential warranty program for work or products supplied by the contractor.
- D. I agree to use written contracts and change orders and describe all prices and specifications accurately and honestly.
- E. I agree to use only materials equal to or exceeding the quality of those specified in the Contract.
- F. I agree to maintain a credit rating that is acceptable to my creditors, suppliers and subcontractors and which conforms to the generally accepted practices within the industry.
- G. I agree to supply the organization with proof of Worker's Compensation Insurance. If I have employees, I will also supply proof of Liability Insurance with minimum coverage of \$500,000.00 per occurrence.
- H. I hereby agree to waive any and all claims against the Pennsylvania Builders Association, the Wayne County Builders Association, Inc. the Quality Review Committee or any individual that makes a report or takes action pursuant to the provisions of the Contractor Quality Commitment program, as adopted by the Wayne County Builders Association, Inc.

I agree to abide by the Code of Ethics and Contractor Quality Commitment Standards to maintain credibility and assure public confidence in the Wayne County Builders Association, Inc.

Date

Signature

CONTRACTOR QUALITY COMMITMENT STANDARDS

PURPOSE OF THE STANDARDS

This section establishes the standards by which it will be determined whether your home has a problem which is covered by this Agreement and the obligation of the Builder to correct those defects. Where specific standards and obligations are not set forth, the standard shall be the accepted industry practice for workmanship and materials.

CONDITIONS APPLICABLE

The applicability of the Quality of Standards within first year of compliance is conditioned upon the fact that your home IS constructed In compliance with all local building codes as well as one or more of the following accepted model codes or the Minimum Property Standards of the U.S. Department of Housing and Urban Development:

ADDITIONAL CONDITIONS: PURCHASER'S RESPONSIBILITY

The applicability of these Quality standards is further conditional upon the purchaser's proper maintenance of the home to prevent damage due to neglect, abnormal use or improper maintenance.

MASONRY AND CONCRETE

1. Concrete Foundation Wall Cracks
 - Shrinkage or settlement cracks are common and should be expected within certain tolerances.
 - Any cracks greater than 1/8 inch in width will be repaired by surface patching or pointing. Builder is not responsible for color variations.
2. Cracks in Block or Veneer Walls (Blocks, Bricks and Mortar Joints)
 - Settlement cracks are common and should be expected within certain tolerances.
 - Any cracks greater than 3/8 inch in width will be repaired by surface patching or pointing. Builder will not be responsible for color variations.
3. Cracks in Concrete Basement Floors
 - Shrinkage (hairline) cracks are common and should be expected within certain tolerances.

MASONRY AND CONCRETE – Continued

- Any cracks greater than 1/4 inch in width or 1/8 inch in vertical displacement will be repaired by surface patching or other remedies.
4. Vertical or Horizontal Movement of Concrete Slabs at Joints
 - Concrete slabs are engineered to move at expansion and contraction joints.
 - Builders obligation: None.
 5. Cracks in Attached Garage Slab
 - Shrinkage cracks are common and should be expected within certain tolerances.
 - Cracks exceeding 1/4 inch in width or 1/4 inch in vertical displacement will be repaired by patching or other remedies.
 6. Concrete Floors in Rooms Designed for Having Pits, Depressions or Unevenness
 - Slopes purposefully created for drainage are not covered.
 - If the unevenness exceeds 1/4 inch in a 32-inch measurement, it will be corrected.
 7. Concrete Slab Cracks Which Cause Finished Floor Coverings to Rupture
 - The problem will be corrected so that the defect is not readily noticeable.
 8. Powdering, Scaling or Pitting of Concrete (Aggregate Showing or Loose)
 - If the problem is caused by erosion due to salt, chemicals or unusual weather, the Builder is not responsible.
 - If the deterioration occurs under normal use and conditions, the Builder will repair it.
 9. Vertical or Horizontal Separation of Stoops Away From The House
 - Minor separation is normal as is minor puddling of rainwater.
 - Separation of more than 1 inch will be repaired as will excessive water puddling.
 10. Cracking, Settling or Heaving of Stoops and Steps
 - Stoops and steps should not settle or heave in relation to the house structure. Cracks 1/8 inch in width or greater in concrete steps is not acceptable. A separation of up to 1/2 inch is permitted where the stoop and steps abut the house or where an expansion strip has been installed.

MASONRY AND CONCRETE – Continued

- The Builder will take whatever corrective action is necessary to meet required standards. Where repair is made to the concrete surface, such repair will match the adjoining surfaces as closely as possible.

11. Separation of Brick or Masonry Edging From Concrete Slab and Step

- It is common for the joint to crack between concrete and masonry due to dissimilarity of materials.
- Cracks in excess of 1/4 inch will be repaired. Replacement of masonry material, if required, shall match the existing as close as possible.

12. Standing Water on Stoops, Steps, Porches and Attached Concrete Patios

- Standing water is a hazard to individuals and may cause damage to the home.
- The Builder will take whatever action is necessary to eliminate standing water.

LOT GRADING AND DRAINAGE

13. Ground Settlement Around Foundation and Utility Trenches

- Ground settlement should not disrupt water drainage from the house, although settlement up to 6 inches should be expected. In all cases, the purchaser is responsible for the removal and replacement of shrubs, grass, etc.
- If the final grading was performed by the Builder, he will replace fill in excessively settled areas only once.

14. Lot Drainage Not Functioning Properly

- After normal rainfall, water should not stand in yard for more than 24 hours nor 48 hours in swales. No decision regarding coverage will be made while frost or snow or saturation exists on the ground.
- The Builder is responsible for establishing the proper grades and swales. After that, the purchaser is responsible for maintaining them.
- Dampness of floors and walls is common and not covered by these standards. The Builder will not be responsible if the cause is improper landscaping, maintenance, or negligence by the purchaser.
- Actual leakage of water (actual flow and accumulation) into the basement will be corrected.

FOUNDATION WATERPROOFING

15. Water Leaking into Basement

- Dampness of floors and walls is common and not covered by these standards. The Builder will not be responsible if the cause is improper landscaping, maintenance or negligence by the purchaser.
- Actual leakage of water (actual flow and accumulation) into the basement will be corrected.

CARPENTRY (ROUGH-IN)

16. Wall Which Bulge, Bow or Are Out-of-Plumb

- All exterior and interior walls have minor differences.
- Walls bowing more than 1/4 inch within a 32-inch measurement (floor to ceiling or wall to wall) will be repaired.

INSULATION

17. Inadequate Insulation

- These standards assure that your insulation will meet the applicable energy code requirements. If your contract with your Builder provided for additional insulation, that is a matter between you and your Builder and is not covered by this agreement.
- Builder will install sufficient insulation to meet applicable code requirements.

18. Air Infiltration from Electrical Outlets

- Electrical connection boxes are backed by the exterior wall, which may cause air infiltration. This is common in new construction.
- Builders obligation: None.

ROOFING

19. Roof Leaking

- The roof should not leak and no leaks should arise from flashings, except where snow and ice buildup is the purchaser's responsibility.
- All roof and flashing leaks not caused by snow and ice buildup or other neglect by the purchaser will be repaired. The builder is not responsible for color variations.

20. Leaks in Gutters and Downspout Leaders

- Gutters and leaders should not leak. However, during heavy rains, overflow should be expected. The purchaser is responsible for keeping gutters and leaders open and free from debris.
- Builder will repair so that if free from debris, the standing water depth will not exceed 1 inch.

21. Insufficient Attic or Roof Ventilation

- The applicable building codes control shall be met.
- Builder will correct to meet the applicable code requirements.

SIDING AND CAULKING

22. Faulty Workmanship Trim

- Separation between siding, masonry and trim should not exceed 3/8 inch. Siding, trim and masonry should be capable of excluding the elements.
- Builder will repair by caulking or other methods.

23. Leakage of Elements Through Attic Louvers, Vents, and Ridge or Soffit Vents

- Separation between siding, masonry and trim should not exceed 3/8 inch. Siding trim and masonry should be capable of excluding the elements.
- Builder will repair by caulking or other methods.

24. Wall Leaks Due to Caulking Shrinkage

- All caulking shrinks and replacement is a purchaser's maintenance item.
- All junctions and separations of wall surfaces will be recaulked once to prevent water leakage.

25. Delamination of Siding

- Purchaser must provide proper maintenance.
- Delaminations or joint separations will be repaired and new areas only will be repainted. Builder is not responsible for color variations.

26. Paint or Stain Peels or Fades

- Some fading is normal and is caused by weathering. Varnish or lacquer on the exterior will deteriorate quickly and is not covered by these standards. Mildew and fungus on siding are caused by climatic conditions or nearby bodies of water and are not covered by these standards.
- Defective areas will be corrected and if the deterioration affects 75% of a wall, the entire area will be refinished. The builder will be responsible only for matching color as closely as possible.

27. Cracks in Stucco Wall Finish

- Cracks in stucco wall finishes are common and should be expected within certain tolerances.
- Cracks in excess of 1/8 inch in width will be repaired once.

CHIMNEYS AND FIREPLACES

28. Not Enough Draw or Down Draft

- Trees too close to the chimney or high winds can cause down drafts. Some homes are extremely airtight and a window may have to be opened in order to maintain an effective draft.
- If the problem is caused by improper construction or design, it will be corrected.

29. Chimney Separated From Home

- Some minor separation is normal and should be expected within certain tolerances.
- Separation in excess of 1/2 inch in any 10-foot measurement will be corrected by caulking or other measures.

30. Cracking of Firebrick

- It is expected that heat will cause cracking.
- Builder's obligation: None.

31. Fireplace Brick Veneer Cracking

- Some cracking is common and should be expected within certain tolerances.
- Cracks in brick veneer greater than 1/4 inch in width will be repaired by pointing or patching.

32. Creosote or Resin Build Up or Creosote Seepage Through Chimney

- Creosote seepage is caused by the build up of creosote in the chimney flue, which is the direct result of the materials and manner in which the fireplace or stove is utilized. Burning of non-seasoned wood or improper operation will greatly enhance this situation. Chimney flues should be cleaned regularly.
- Builder is responsible for constructing the chimney to meet the code requirements. Since the Builder does not have control of the materials and methods used in operating, he is not responsible for any defects caused by anything other than a code violation in construction.

WIINDOWS AND DOORS

33. Warpage of Doors -Passage and Closet

- Some warping, especially of exterior doors is normal and is caused by surface temperature changes. Such warping, however, should not cause the doors to become unusable or allow entrance of elements, and should not exceed 1/4 inch measured corner to corner diagonally.
- Defective doors will be repaired or replaced and the finish matched as closely as possible.

34. Excessive Opening at the Bottom of Interior Doors

- Passage doors from room-to-room that have an opening between the bottom of the door and the floor finish material in excess of 1 1/2 inches is a deficiency. Closet doors having an opening in excess of 2 inches is a deficiency.
- The Builder will make necessary adjustments or replace the door to meet required tolerances.

35. Double Hung Windows Do Not Stay in Place When Open

- Double hung windows are permitted to move within a 2-inch tolerance, up and down when put in an open position.
- The Builder will adjust sash balances one time only.

36. Hardware Does Not Work Properly; Fails to Lock or Perform the Intended Purpose

- All hardware installed on doors and windows should operate properly.
- The Builder will repair, adjust or replace defective hardware.

37. Storm Doors and Windows Do Not Operate or Fit Properly

- Storm doors and windows, when installed by the Builder, should operate and fit properly to provide protection for which they are intended.
- The Builder will adjust, repair or replace as necessary for proper fit and operation.

38. Screen Panels Do Not Fit Properly. Screen Mesh is Torn or Damaged.

- Rips or gouges in the screen mesh must be documented by the homeowner prior to occupancy. The screen panels shall fit properly.

Windows & Doors – Continued

- The Builder will adjust screen panels to fit in the frame properly, one time only. Where tears or gouges are reported prior to occupancy, the Builder will repair or replace. If the Builder does not perform a pre-closing walk-through, the Builder will be responsible for repairing the tears and gouges if reported by the homeowner in writing not later than 30 days after first occupancy.

39. Shrinkage of Door Panels

- Expansion and contraction is normal and may cause unfinished surfaces to appear.
- Builder's obligation: None.

40. Door Panel Splits

- Some splitting is normal and should be expected within certain tolerances.
- If the panel allows the entrance of light it will be repaired. The Builder will match the finish as closely as possible.

41. Glass Breakage

- This is not covered by these standards. You should inspect your property and bring any glass breakage to the Builder's attention prior to occupancy.

42. Garage Door Malfunctions

- Maintenance is the purchaser's responsibility.
- The door will be repaired and adjusted to function as designed.

43. Rain or Snow Enters Through Garage Door

- Some entrance of elements should be expected.
- The door will be adjusted to meet the manufacture's specifications.

44. Windows Do Not Operate

- Reasonable pressure should open and close windows. Condensation and frost on windows are caused by climatic conditions and living habits of the purchaser and are not covered by these standards.
- Builder will repair as required.

45. Drafts Around Windows and Doors

- Some draft is normal and can be corrected with storm windows.
- Defective weather-stripping and badly fitted doors and windows will be repaired, adjusted or replaced.

INTERIOR WALLS AND TRIM

46. Faulty Workmanship Trim

- Some separations between moldings and adjacent surfaces (including casement, base, etc.) are normal and should be expected within certain tolerances.
- Some separation in excess of 1/4 inch will be repaired by caulking or other methods.

47. Wall or Ceiling Cracks

- Hairline cracks and seam tape cracks, along with other slight imperfections are normal and should be expected within certain tolerances. Nail pops are due to contraction and expansion of lumber products. They are beyond the Builder's control and are not covered by these standards.
- Cracks exceeding 1/8 inch in width will be repaired once. The Builder is responsible for repainting only the affected area unless the majority of a wall is affected. Color will be matched as closely as possible.

48. Variations in Paneling Color; Scratches or Checks on Finished Surfaces

- Plywood paneling pattern and color will often vary and is not considered a deficiency. Scratches and checks on the paneling surface are deficiencies, if reported on a pre-walk through inspection report.
- The Builder will repair damaged paneling, if such damage was documented on a pre-closing walk-through. The Builder will be responsible for repairing the defects, if reported by the homeowner in writing not later than 30 days after first occupancy. The Builder is not responsible for discontinued panels or color variations.

49. Interior Paint not Applied in a Manner Sufficient to Visually Cover Wall, Ceiling and Trim Surfaces.

- The Builder will repaint wall or trim surface where inadequate paint has been applied. Where 75% of an area is affected the entire surface shall be repainted.

50. Lumps, Ridges and Nail Pops in Wallboard Which Appear After Homeowner Has Wall-Covering Installed by Others

- The homeowner shall insure that the surface to receive wall covering is suitable and assumes full responsibility should nail lumps, ridges and nail pops occur.
- Builder's obligation - None.

Interior Walls and Trim – Continued

51. Cracking of Ceramic Tile

- Cracking of grout joints is common and is a home maintenance item.
- Broken tiles will be replaced and excessive cracking of grout joints will be repaired once. Builder is not responsible for discontinued patterns and colors or for variations in colors.

52. Wallpaper or Covering Begins to Peel

- The purchaser should be careful not to cause this problem by negligence, such as consistent use of the shower without the exhaust fan being on. Mis-matches of wallpaper edging are not covered.
- The peelings will be corrected by repair or replacement. Builder is not responsible for discontinued patterns or colors or for variations in color.

FLOORING AND COVERINGS

53. Uneven Joints in Wooden Floors or Floor Boards

- Squeaks and loose sub-flooring are usually passing conditions caused by lumber shrinkage or temperature changes and are not covered by this warranty unless caused by a defective joist in the floor system.
- Uneven joints resulting in ridges or indentation exceeding 1/4 inch within a 32-inch area (measuring perpendicular to the ridge or indentation), will be repaired.

54. Uneven Wood Framed Floors

- Uneven floor joists causing ridges or indentations exceeding 1/4 inch within a 32-inch area (measuring perpendicular to the ridge or indentation) is a defect. Floor slope within any room, which exceeds 1/240 of the room width or length, is a defect. EX: 10'0" wide room not to exceed 1/2 inch out of a level.
- The Builder will correct to meet quality standards.

55. Wood Frame Walls Out of Plumb

- Wood frame walls which are out of plumb more than 3/4 inch in an eight foot vertical measurement is a deficiency.
- The Builder will correct to meet quality standards.

56. Separations Between Finished Floor Boards

- Some separation is normal and should be expected within certain tolerances.

Flooring and Coverings – Continued

- Separations exceeding 1/4 inch in width will be repaired by filling or repairing at the Builders option.

57. Nails Popping Through Resilient Flooring

- Only nails that have broken through the floor covering will be repaired.
- The nail pops will be repaired and the covering repaired or replaced in the area damaged. Builder is not responsible for discontinued patterns or colors, or for variations in color.

58. Sub-Floor Imperfections Causing Ridges

- Minor ridges or indentations are common and should be expected within certain tolerances.
- Ridges or indentations in excess of 1/8 inch (measured with a straight edge perpendicularly over the ridge and the deflection measured no more than 3 inches from the ridge) will be repaired and affected floor covering will be repaired or replaced. Builder is not responsible for discontinued patterns or colors or for variations in color.

59. Floor Covering Becomes Loose or Bubbles

- The affected area will be repaired or replaced. Builder is not responsible for discontinued patterns and colors or for variations in color.

60. Gaps in Seams of Resilient Coverings

- Minor gaps are common and should be expected within certain tolerances. When the purchaser installs flooring and covering, sub-floor preparation is his responsibility. If sub-floor repairs are to be made when the purchaser installed floor covering, the removal and replacement of the floor covering, is the purchaser's responsibility.
- Gaps in excess of 1/8 inch will be repaired or replaced at the affected area. Builder is not responsible for discontinued patterns or colors or for variations in color.

61. Gaps in Carpet Seams

- Seams will be apparent. Spotting and fading of carpet is not covered by these standards.
- The carpet will be repaired or restretched if necessary so gaps are not visible.

CABINETS AND COUNTER TOPS

62. Vanity or Kitchen Countertops or Cabinet Chip, Crack or Delaminate

- Cracks and chips, including porcelain and fiberglass fixtures, not reported to the Builder prior to occupancy will not be covered by these standards.
- Chips, cracks or delaminations reported prior to occupancy will be repaired.

63. Cabinet Doors or Drawers Warp

- Minor warpage is common and should be expected within certain tolerances.
- Warpage in excess of 1/4 inch from the face of the cabinet will be repaired or the doors or drawers replaced.

64. Cabinet Separates From Wall or Ceiling

- Some separation is common and should be expected within certain tolerances.
- Separation in excess of 1/4 inch will be repaired or the cabinet replaced.

COOLING AND HEATING

65. Insufficient Cooling

- Where applicable, the cooling system should be able to maintain a temperature of 78 degrees (measured 5 feet above the center of the floor) under local outdoor ASHRAE specifications. In the case of excessive outdoor temperature a 15-degree difference is acceptable. Purchaser is responsible for minor adjustments such as balancing dampers and registers. All rooms will vary in temperature by 3 or 4 degrees. This is acceptable.
- The Builder will repair the system so that it will perform as described.

66. Insufficient Heating

- The heating system should be able to maintain a temperature of 72 degrees (measure 5 feet above the center of the floor) under local ASHRAE specifications. Purchaser is responsible for minor adjustments such as balancing dampers and registers. On extremely cold days, a 5 to 6 degree difference between the actual inside
- Temperature and the thermostat setting is acceptable. All rooms will vary in temperature by 3 to 4 degrees. This is acceptable.
- The Builder will repair the system so that it will perform as described.

67. Ductwork Noisy

- When metal ducts heat and cool, some noise will result. Very loud noise known as oil canning is not acceptable.
- Builder will correct the oil canning noise only.

68. Ductwork and Heating Piping Not Insulated in Uninsulated Areas

- Ductwork and heating pipes that are in uninsulated crawlspaces garages or attics are to be insulated. Basements are not uninsulated areas and no insulation is required.
- The Builder will install required insulation.

69. Improper Mechanical Operation of Evaporative Cooling System

- Equipment should function properly at temperature-standard setting.
- The Builder shall correct and adjust so that the blower and water system operate as designed.

PLUMBING

70. Pipes Freeze and Burst

- Purchaser is responsible for draining pipelines supplying outside faucets. During excessive and constant low temperatures, freezing is to be expected.
- Builder will correct the situation by insulating pipes to prevent freezing during normal winter temperatures.

71. Plumbing Fixtures, Appliances and Trim Fittings Leaks or Malfunctions

- Leaks or malfunction in faucets, valves, appliances and trim fittings caused by defects in materials or workmanship will be corrected.

72. Pipes Noisy

- Expansion and contraction of the pipes caused by water flow will cause some noise and is to be expected.
- Loud hammering noises in pipes will be corrected.

73. Cracks or Chips in Porcelain or Fiberglass

- The purchaser should inspect these items before taking occupancy and report them to the Builder prior to occupancy.
- The Builder will be responsible for these items only if reported prior to occupancy.

74. Staining of Plumbing Fixtures Due to High Iron Content in the Water

- High iron content in the water supply system will cause staining of plumbing fixtures. Maintenance and treatment of the water is the homeowner's responsibility.
- Builder's obligation: None.

ELECTRICAL

75. Outlets, Switches or Fixtures Fail

- Defective outlets, switches and fixtures will be repaired or replaced by the Builder.

76. Consistently Blown Fuses or Circuit Breakers Kicking Off

- Builder will not be responsible if caused by overloads in the system.
- Builder will inspect and repair any defects caused by noncompliance with applicable building and electrical codes.

77. Ground Fault Circuit Interrupters (GFCI) Trip Frequently

- Ground fault Circuit 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 circuit interrupters are required on outlets in the kitchen, back and powder rooms, along with all exterior outlets.
- The Builder will replace the outlet if defective.