

## **Orchard Knoll LLC**

### **LIMITED WARRANTY**

This Limited Warranty, as referred to in the Purchase & Sale Agreement, is given to **BUYER(S)** (referred to as "Home Owner") from Orchard Knoll LLC (hereinafter referred to as "Builder" or "Warrantor") for a dwelling located at \_\_\_\_\_ . This Limited Warranty is extended to the above Homeowner and is not assignable to succeeding Homeowners.

#### **I. INTRODUCTION**

Orchard Knoll LLC provides your new home with a protection plan; a plan that is extended to you for a period of **one year**, unless otherwise stated as part of a manufacturers warranty.

Please read this carefully. It is intended to acquaint you with the extent of coverage and responsibilities of Orchard Knoll LLC. Also note that coverage on certain items varies within the period and some items rely on proper maintenance by you, the Homeowner, to prevent damage and ensure proper functioning of your home and its various systems. The information in Section VIII, the Quality Standards, provide the basis for determining the validity of deficiencies or defects that may occur.

The home you have purchased has been built in compliance with the Commonwealth of Massachusetts state building code, and a certificate of occupancy has been issued by the local Building Inspector in evidence of the home's compliance to the code.

The Quality Standards (Section VI) lists defects that may be found in new homes, and outline the extent of the Warrantor's responsibility for correcting each of the defects. These standards are intended to specify performance standards for home construction and to determine the validity of home owner complaints related to defective workmanship, materials and systems during the warranty period.

When minimum performance standards or specific tolerances for construction items have not been given in these Quality Standards, home shall be built in accordance with accepted industry practice for materials and workmanship. The validity of any home owner complaint for defects for which a standard has not been enumerated herein shall be determined on the basis of accepted industry practice and the settling of any dispute concerning such complaint shall be conducted accordingly.

#### **II. HOME OWNER RESPONSIBILITIES**

Your new home requires an active maintenance effort on your part to reduce the likelihood of damage due to neglect, improper maintenance, or abnormal use. One of the more typical problems encountered by new homeowners is water damage to exterior walls and basements. Damage of this sort may be caused by the location and type of home owner-installed trees and shrubbery, or failure of the homeowner to maintain the proper drainage away from the home. It is your responsibility to maintain, in this instance, a proper grade around the home that will ensure the continued movement of surface water away from the home.

Additional homeowner responsibilities are included herein under specific topics in Section VI, Quality Standards.

**Note:** Damage caused or made worse by homeowner negligence, improper maintenance and/or operation will not be covered.

#### **III. EXCLUSIONS**

Certain exclusions are listed in the Home Warranty which state that the following items are not covered:

- a. Bodily injury, damage to personal property, or damage to real property which is not included in the purchase price of this home.
- b. Any damage to the extent it is caused or made worse by:

- Negligence, improper maintenance or improper operation by anyone other than the Builder, it's employees, agents or subcontractors; or
  - Failure by you or by anyone other than the Builder, it's employees, agents or subcontractors to comply with the Warranty requirements of manufacturers of appliances, equipment or fixtures; or
  - Failure by you, the purchaser, to give notice to the Builder of any defects within a reasonable time; or
  - Changes of the grading of the ground by anyone other than the Builder, it's employees, agents or subcontractors; or
  - Changes, alterations, or additions made to the home by anyone after your initial occupancy, except those performed by the Builder under his initial contractual obligations.
- c. Any loss or damage which purchaser has not taken timely action to minimize.
- d. Any defect in, or caused by, materials or work supplied by anyone other than the Builder, it's employees, agents or subcontractors.
- e. Normal wear and tear or normal deterioration.
- f. Loss or damage not caused by a defect in the construction of the home by the Builder, or his employees, agents, or subcontractors, but resulting from accidents, riot and civil commotion, or Acts of God including, but not limited to: fire, explosion, wind storm, hail, lightning, falling trees, aircraft, vehicles, flood, and earthquake.

#### IV. **DEFINITIONS**

1. **Appliances, Fixtures and Equipment:** The term, "Appliances, Fixtures and Equipment" (including their fittings, attachments, controls and appurtenances) shall include, but not be limited to:
- Furnaces, boilers, oil tanks and fittings, humidifiers, air purifiers, air handling equipment, ventilating fans, air conditioning equipment, geothermal heating and air conditioning equipment, water heaters, pumps, stoves, refrigerators, garbage disposal, compactors, dishwashers, washers and dryers, bathtubs, sinks, toilets, faucets and fittings, lighting fixtures, and circuit breakers. The initial Limited Warranty coverage period for appliances, fixtures and equipment (including their fittings, attachments, controls and appurtenances) is one year, regardless of manufacturers warranties on specific items. Manufacturers warranties, however, may be voided by the Home Owner's negligence or improper maintenance or service.
2. **Systems:** The term, "Systems" (exclusive of appliances, fixtures and equipment, as specified above) means the following:
- A. **Plumbing Systems** - gas supply lines and fittings, and water supply, waste and vent pipes and their fittings; septic tanks and their field drains; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection or on-site well and sewage disposal system.
  - B. **Electrical System** - all wiring, electrical boxes switches, outlets and connections up to the public utility connection.
  - C. **Heating, Ventilating, Cooling and Mechanical Systems** - all ductwork, steam, water, and refrigerant lines, registers convectors, radiation elements and dampers.

#### V. **COVERAGE DURING THE FIRST YEAR**

During the first year the following is covered:

- Faulty workmanship and materials
- Defects in appliances, fixtures and equipment, (See definitions, Section IV);
- Defects in wiring, piping and ductwork in the electrical, plumbing, heating, cooling, ventilating and mechanical systems,
- Major Structural Defects.

***NOTE:** New homes, no matter how carefully constructed, go through a period of normal settlement and shrinkage. During this period, hairline cracks, some wood shrinkage and warping and other minor matters may occur, much of which is unavoidable. Warrantor will assume no responsibility for these minor defects.*

## **VI. QUALITY STANDARDS**

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

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

The following Areas of Coverage are fully explained hereafter:

Site Grading  
Concrete  
Masonry  
Wood & Plastic  
Thermal and Moisture Protection  
Doors and Windows  
Finishes  
Equipment  
Electrical  
Mechanical

## **Site Work**

### **Site Grading**

**POSSIBLE DEFICIENCY** - Settling of ground around foundation, utility trenches or other areas.

*PERFORMANCE STANDARD* - Settling of ground around foundation walls, utility trenches or other filled areas shall not interfere with water drainage away from the home.

*RESPONSIBILITY* - If the Builder has provided final grading; upon request by the Owner, Warrantor shall fill settled areas affecting proper drainage, one time only, during the first year Warranty period.

### **Site Drainage**

**POSSIBLE DEFICIENCY** - Improper drainage of the site.

*PERFORMANCE STANDARD* - The necessary grades and swales shall have been established by the Builder to insure proper drainage away from the home. Standing or ponding water shall not remain for extended periods in the immediate area of the house after a rain (generally no more than 24 hours), except that in swales which drain other areas, or in areas where sump pumps discharge, a longer period can be anticipated (generally no more than 48 hours). The possibility of standing water after an unusually heavy rainfall should be anticipated by the Home Owner. No grading determination shall be made while there is frost or snow on the ground, or while the ground is saturated.

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

## **Concrete**

## **Expansion and Contraction Joints**

**POSSIBLE DEFICIENCY** - Separation or movement of concrete slabs within the structure at expansion and contraction joints.

*PERFORMANCE STANDARD* - Concrete slabs within the structure are designed to move at expansion and contraction joints.

*RESPONSIBILITY* - None

## **Cast-In-Place Concrete**

**POSSIBLE DEFICIENCY** - Basement or foundation wall cracks.

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

*RESPONSIBILITY* - Warrantor will repair cracks in excess of 1/8 inch width.

**POSSIBLE DEFICIENCY** - Cracking of basement floor.

*PERFORMANCE STANDARD* - Minor cracks in concrete basement floors are normal. Cracks exceeding 1/8 inch in width or 1/8 inch in vertical displacement shall be repaired.

*RESPONSIBILITY* - Warrantor will repair cracks exceeding maximum tolerances by surface patching or other methods as required.

**POSSIBLE DEFICIENCY** - Cracking of slab in attached garage.

*PERFORMANCE STANDARD* - Cracks in garage slabs in excess of 1/8 inch in width or 1/8 inch in vertical displacement shall be repaired.

*RESPONSIBILITY* - Warrantor will repair cracks exceeding maximum tolerances by surface patching or other methods as required.

**POSSIBLE DEFICIENCY** - Uneven concrete floors/slabs.

*PERFORMANCE STANDARD* - Except for basement floors or where a floor or portion of floor has been designed for specific drainage purposes, concrete floors in rooms designed for habitability shall not have pits, depressions or areas of unevenness exceeding 1/4 inch in 32 inches.

*RESPONSIBILITY* - Warrantor will correct or repair to meet the Performance Standard.

**POSSIBLE DEFICIENCY** - Cracks in concrete slab-on-grade floors with finish flooring.

*PERFORMANCE STANDARD* - Crack which rupture the finish flooring material shall be repaired.

*RESPONSIBILITY* - Warrantor will repair cracks, as necessary, so as not to be readily apparent when the finish flooring material is in place. (See also "Finishes")

**POSSIBLE DEFICIENCY** - Pitting, scaling or spalling of concrete work covered by Warranty.

*PERFORMANCE STANDARD* - Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions of weathering and use.

*RESPONSIBILITY* - Warrantor will take whatever corrective action necessary to repair or replace defective concrete surfaces. Warrantor is not responsible for deterioration caused by salt, chemicals, mechanical implements and other factors beyond its control.

**POSSIBLE DEFICIENCY** - Settling, heaving, or separating of stoops, steps, or garage floors.

*PERFORMANCE STANDARD* - *Stoops, steps or garage floors shall not settle, heave, or separate in excess of 1/4 inch from the house structure.*

*RESPONSIBILITY* - *Warrantor will take whatever corrective action is required to meet the Performance Standard.*

## **Masonry**

### **Unit Masonry**

**POSSIBLE DEFICIENCY** - Basement or foundation wall cracks.

*PERFORMANCE STANDARD* - *Small cracks not affecting structural stability are not unusual in mortar joints of masonry foundation walls. Cracks greater than 1/8 inch in width shall be repaired.*

*RESPONSIBILITY* - *Warrantor will repair cracks in excess of 1/8 inch by pointing or patching. These deficiencies shall be reported and repairs made during the first year Warranty period.*

**POSSIBLE DEFICIENCY** - Cracks in masonry walls or veneer.

*PERFORMANCE STANDARD* - *Small hairline cracks due to shrinkage are common in mortar joints in masonry construction. Cracks greater than 1/4 inch in width are considered excessive.*

*RESPONSIBILITY* - *Warrantor will repair cracks in excess of Performance Standard by pointing or patching. These repairs shall be made during the first year Warranty period. Warrantor will not be responsible for color variation between old and new mortar.*

## **Wood & Plastic**

### **Rough Carpentry**

**POSSIBLE DEFICIENCY** - Floors squeak or subfloor appears loose.

*PERFORMANCE STANDARD* - *Floor squeaks and loose subfloor are often temporary conditions common to new home construction, and a squeak-proof floor cannot be guaranteed.*

*RESPONSIBILITY* - *Warrantor will correct the problem only if caused by an underlying construction defect.*

**POSSIBLE DEFICIENCY** - Uneven wood floors.

*PERFORMANCE STANDARD* - *Floors shall not have more than 1/4 inch ridge or depression within any 32 inch measurement when measured parallel to the joists. Allowable floor and ceiling joist deflections are governed by the approved building code.*

*RESPONSIBILITY* - *Warrantor will correct or repair to meet Performance Standard.*

**POSSIBLE DEFICIENCY** - Bowed walls.

*PERFORMANCE STANDARD* - *All interior and exterior walls have slight variances on their finished surfaces. Bowing of walls should not detract from or blemish the wall's finished surface. Walls should not bow more than 1/4 inch out of line within any 32 inch horizontal or vertical measurement.*

*RESPONSIBILITY* - *Warrantor will repair to meet Performance Standard.*

**POSSIBLE DEFICIENCY** - Out-of-plumb walls.

*PERFORMANCE STANDARD* - Walls should not be more than 1/4 inch out of plumb for any 32 inch vertical measurement.

*RESPONSIBILITY* - Warrantor will repair to meet the Performance Standard.

### **Finish Carpentry (Interior)**

**POSSIBLE DEFICIENCY** - Poor quality of interior trim workmanship.

*PERFORMANCE STANDARD* - Joints in moldings or joint between moldings and adjacent surface shall not result in open joints exceeding 1/16 inch in width.

*RESPONSIBILITY* - Warrantor will repair defective joints, as defined. Caulking is acceptable.

### **Finish Carpentry (Exterior)**

**POSSIBLE DEFICIENCY** - Poor quality of exterior trim workmanship.

*PERFORMANCE STANDARD* - Joints between exterior trim elements, including siding and masonry, shall not result in open joints in excess of 1/4 inch. In all cases the exterior trim, masonry and siding shall be capable of performing its function to exclude the elements.

*RESPONSIBILITY* - Warrantor will repair open joints, as defined. Caulking is acceptable.

## **Wood & Plastic**

### **Waterproofing**

**POSSIBLE DEFICIENCY** - Leaks in basement.

*PERFORMANCE STANDARD* - Leaks resulting in actual trickling of water shall be repaired. Leaks caused by improper landscaping installed by Owner, or failure of Owner to maintain proper grades are not covered by the Warranty. Dampness of the walls or floors caused by condensation may occur in new construction and is not considered a deficiency.

*RESPONSIBILITY* - Warrantor will take such action as necessary to correct basement leaks except where the cause is determined to result from Owner action or negligence.

### **Insulation**

**POSSIBLE DEFICIENCY** - Insufficient insulation.

*PERFORMANCE STANDARD* - Insulation shall be installed in accordance with applicable energy/building code requirements.

*RESPONSIBILITY* - Warrantor will install insulation in sufficient amounts to meet Performance Standard.

### **Roofing and Siding**

**POSSIBLE DEFICIENCY** - Ice build-up on roof.

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

*RESPONSIBILITY* - Prevention of ice build-up on the roof is an Owner maintenance item.

**POSSIBLE DEFICIENCY** - Roof or flashing leaks.

*PERFORMANCE STANDARD* - Roofs or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice build-up or Owner actions or negligence.

*RESPONSIBILITY* - Warrantor will repair any verified roof/flashing leaks not caused by ice build-up or Owner actions/negligence.

**POSSIBLE DEFICIENCY** - Delamination of veneer siding or joint separation.

*PERFORMANCE STANDARD* - All siding shall be installed according to the manufacturer's and industry's accepted standards. Separations and delaminations shall be repaired or replaced.

*RESPONSIBILITY* - Warrantor will repair or replace siding as needed unless caused by Owner's neglect to maintain siding properly. Repaired area may not match in color and/or texture, except Warrantor shall use best efforts to match such color and/or texture. For surfaces requiring paint, Builder will paint only the new materials. The Owner can expect that the newly painted surface may not match original surface color.

### **Sheet Metal**

**POSSIBLE DEFICIENCY** - Gutters and/or downspouts leak.

*PERFORMANCE STANDARD* - Gutters and downspouts shall not leak but gutters may overflow during heavy rain.

*RESPONSIBILITY* - Warrantor will repair leaks. It is the Home Owner's responsibility to keep gutters and downspouts free of leaves and debris which could cause overflow.

**POSSIBLE DEFICIENCY** - Water standing in gutters.

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

*RESPONSIBILITY* - Warrantor will correct to meet Performance Standard.

### **Sealants**

**POSSIBLE DEFICIENCY** - Leaks in exterior walls due to inadequate caulking.

*PERFORMANCE STANDARD* - Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to exclude the entry of water.

*RESPONSIBILITY* - Warrantor will repair and/or caulk joints or cracks in exterior wall surfaces as required to correct deficiencies once, during the first year Warranty period. Even properly installed caulking will shrink and must be maintained by the Home Owner during the life of the home.

## **Doors & Windows**

### **Wood and Plastic Doors**

**POSSIBLE DEFICIENCY** - Warpage of exterior doors.

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

*RESPONSIBILITY - Warrantor will correct or replace and refinish defective doors, during the first year Warranty period.*

**POSSIBLE DEFICIENCY** - Warpage of interior passage and closet doors.

*PERFORMANCE STANDARD - Interior doors (full openings) shall not warp in excess of National Woodwork Manufacturers Association Standards (1/4 inch).*

*RESPONSIBILITY - Warrantor will correct or replace and refinish defective doors to match existing doors as nearly as possible, during the first year Warranty period.*

**POSSIBLE DEFICIENCY** - Shrinkage of insert panels show raw wood edges.

*PERFORMANCE STANDARD - Panels will shrink and expand, and may expose unpainted surface.*

*RESPONSIBILITY - None.*

### **Glass**

**POSSIBLE DEFICIENCY** - Broken glass.

*PERFORMANCE STANDARD - None*

*RESPONSIBILITY - Broken glass not reported to the Builder prior to closing is the Home Owner's responsibility.*

### **Garage Doors**

**POSSIBLE DEFICIENCY** - Garage doors fail to operate properly, under normal use.

*PERFORMANCE STANDARD - Garage doors shall operate properly.*

*RESPONSIBILITY - Warrantor will correct or adjust garage doors as required, except where the cause is determined to result from Owner's actions or negligence.*

**POSSIBLE DEFICIENCY** - Garage doors allow entrance of snow or water.

*PERFORMANCE STANDARD - Garage doors shall be installed as recommended by the manufacturer. Some entrance of the elements can be expected under abnormal conditions.*

*RESPONSIBILITY - Warrantor will adjust or correct garage doors to meet manufacturer's recommendations.*

### **Wood, Plastic and Metal Windows**

**POSSIBLE DEFICIENCY** - Malfunction of windows.

*PERFORMANCE STANDARD - Windows shall operate with reasonable ease, as designed.*

*RESPONSIBILITY - Warrantor will correct or repair as required.*

**POSSIBLE DEFICIENCY** - Condensation and/or frost on windows.

*PERFORMANCE STANDARD - Windows will collect condensation on interior surfaces when extreme temperature difference and high humidity levels are present. Condensation is usually the result of climatic/humidity conditions, created by the Home Owner within the home.*

*RESPONSIBILITY - Unless directly attributed to faulty installation, window condensation is a result of conditions beyond the Warrantor's control. No corrective action required.*

## **Weatherstripping and Seals**

**POSSIBLE DEFICIENCY** - Air infiltration around doors and windows.

*PERFORMANCE STANDARD* - Some infiltration is normally noticeable around doors and windows, especially during high winds. Poorly fitted weatherstripping shall be adjusted or replaced. It may be necessary for the Owner to have storm doors and windows installed to provide satisfactory solutions in high wind areas.

*RESPONSIBILITY* - Warrantor will adjust or correct poorly fitted doors, windows, or poorly fitted weatherstripping.

## **Finishes**

### **Lath and Plaster**

**POSSIBLE DEFICIENCY** - Cracks in interior wall and ceiling surfaces.

*PERFORMANCE STANDARD* - Hairline cracks are not unusual in interior wall and ceiling surfaces. Cracks greater than 1/16 inch in width shall be repaired.

*RESPONSIBILITY* - Warrantor will repair cracks exceeding 1/16 inch in width as required; one time only, during the first year Warranty period. (see also "Painting.")

### **Gypsum Wallboard**

**POSSIBLE DEFICIENCY** - Defects which appear during first year of Warranty such as nail pops, blisters in tape, or other blemishes.

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

*RESPONSIBILITY* - Warrantor will repair only cracks exceeding 1/16 inch in width, one time only, during the first year Warranty period. (See also "Painting.")

### **Ceramic Tile**

**POSSIBLE DEFICIENCY** - Ceramic tile cracks or becomes loose.

*PERFORMANCE STANDARD* - Ceramic tile shall not crack or become loose.

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

**POSSIBLE DEFICIENCY** - Cracks appear in grouting of ceramic tile joints or at junctions with other material such as a bathtub.

*PERFORMANCE STANDARD* - Cracks in grouting of ceramic tile joints are commonly due to normal shrinkage conditions.

*RESPONSIBILITY* - Warrantor will repair grouting if necessary; one time only, during the first year Warranty period. Warrantor will not be responsible for color variations or discontinued colored grout. Regrouting of these cracks is a maintenance responsibility of the Home Owner within the life of the home.

### **Hardwood Floors**

**POSSIBLE DEFICIENCY** - Spaces between floor boards.

*PERFORMANCE STANDARD - Spaces often occur as a result of expansion and contraction of wood as a result of moisture content in the air.*

*RESPONSIBILITY - Warrantor is not responsible to repair or refinish such floor, unless the cracks exceed 1/8" between floor boards. Builder will replace any board that has shrunk excessively and refinish the area that the flooring was replaced. Warrantor will not be responsible to refinish whole rooms, but refinish only area of damage and match in finish as much as possible.*

## **Equipment**

### **Water Supply System**

**POSSIBLE DEFICIENCY** - Plumbing pipes freeze and burst.

*PERFORMANCE STANDARD - Drain, waste and vent, and water pipes shall be adequately protected, as required by applicable code, during normally anticipated cold weather, and as defined in accordance with ASHRAE design temperatures, to prevent freezing.*

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

### **Plumbing**

**POSSIBLE DEFICIENCY** - Faucet or valve leak.

*PERFORMANCE STANDARD - No valve or faucet shall leak due to defects in material or workmanship.*

*RESPONSIBILITY - Warrantor will repair or replace the leaking faucet or valve.*

**POSSIBLE DEFICIENCY** - Defective plumbing fixtures, appliances or trim fittings.

*PERFORMANCE STANDARD - Fixtures, appliances or fittings shall comply with their manufacturer's standards.*

*RESPONSIBILITY - Warrantor will replace any defective fixture or fitting which does not meet acceptable standards, as defined by the manufacturer.*

**POSSIBLE DEFICIENCY** - Noisy water pipes.

*PERFORMANCE STANDARD - There will be some noise emitting from the water pipe system, due to the flow of water. However, water hammer shall be eliminated.*

*RESPONSIBILITY - Warrantor cannot remove all noises due to water flow and pipe expansion. Warrantor will correct to eliminate "water hammer."*

**POSSIBLE DEFICIENCY** - Cracking or chipping of porcelain or fiberglass surfaces.

*PERFORMANCE STANDARD - Chips and cracks on surfaces of bathtubs and kitchen sinks can occur when surface is hit with sharp or heavy objects.*

*RESPONSIBILITY - Warrantor will not be responsible for repairs unless damage has been reported to Builder prior to first occupancy.*

### **Heating**

**POSSIBLE DEFICIENCY** - Inadequate heating.

*PERFORMANCE STANDARD - Heating system shall be capable of producing an inside temperature of 70 degrees*

*Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor winter design conditions as specified in ASHRAE handbook. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted.*

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

### **Refrigeration**

**POSSIBLE DEFICIENCY** - Inadequate cooling.

*PERFORMANCE STANDARD - Where air-conditioning is provided, the cooling system shall be capable of maintaining a temperature of 78 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor summer design conditions as specified in ASHRAE handbook. In the case of outside temperatures exceeding 98 degrees Fahrenheit, a differential of 15 degrees Fahrenheit from the outside temperature will be maintained. Federal, state, or local energy codes shall supersede this standard where such codes have been locally adopted.*

*RESPONSIBILITY - Warrantor will correct cooling system to meet temperature conditions, in accordance with specifications.*

### **Condensation Lines**

**POSSIBLE DEFICIENCY** - Condensation lines clog up.

*PERFORMANCE STANDARD - None.*

*RESPONSIBILITY - Condensation lines will clog eventually under normal use. This is a Home Owner maintenance item. Builder shall provide unobstructed condensation lines at time of first occupancy.*

### **Evaporative Cooling**

**POSSIBLE DEFICIENCY** - Improper mechanical operation.

*PERFORMANCE STANDARD - Equipment shall function properly at temperature standard set.*

*RESPONSIBILITY - Warrantor will correct and adjust so that blower and water system operate as designed.*

### **Air Distribution**

**POSSIBLE DEFICIENCY** - Noisy ductwork.

*PERFORMANCE STANDARD - When metal is heated it expands and when cooled it contracts. The result is "ticking" or "cracking" which is generally to be expected.*

*RESPONSIBILITY - None.*

**POSSIBLE DEFICIENCY** - Oil canning.

*PERFORMANCE STANDARD - The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not "oilcan". The booming noise caused by oil canning" is not acceptable.*

*RESPONSIBILITY - Warrantor will correct to eliminate this sound.*

## **Electrical**

### **Electrical Conductors, Fuses, and Circuit Breakers**

**POSSIBLE DEFICIENCY** - Fuses blow or circuit breakers (excluding ground fault interruptors) "kick out".

*PERFORMANCE STANDARD - Fuses and circuit breakers shall not activate under normal usage.*

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

### **Outlets, Switches and Fixtures**

**POSSIBLE DEFICIENCY** - Drafts from electrical outlets.

*PERFORMANCE STANDARD - Electrical junction boxes on exterior walls may produce air flow whereby the cold air can be drawn through the outlet into a room. The problem is normal in new home construction.*

*RESPONSIBILITY – None.*

**POSSIBLE DEFICIENCY** - Malfunction of electrical outlets, switches or fixtures.

*PERFORMANCE STANDARD - All switches, fixtures and outlets shall operate as intended.*

*RESPONSIBILITY - Warrantor will repair or replace defective switches, fixtures and outlets.*

### **Service and Distribution**

**POSSIBLE DEFICIENCY** - Ground fault interrupter trips frequently.

*PERFORMANCE STANDARD - Ground fault interrupter are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.*

*RESPONSIBILITY - Builder shall install ground fault interrupter in accordance with approved electrical code. Tripping is to be expected and is not covered, unless due to a construction defect.*

## **Mechanical**

### **Water Supply System**

**POSSIBLE DEFICIENCY** - Water supply system fails to deliver water.

*PERFORMANCE STANDARD - All on-site service connections to municipal water main and private water supply shall be the Builder's responsibility. Private systems shall be designed and installed in accordance with all approved building, plumbing and health codes.*

*RESPONSIBILITY - Warrantor will repair if failure is the result of defective workmanship or materials. If conditions beyond Warrantor's control disrupt or eliminate the sources of the supply the Warrantor has no responsibility.*

### **Septic Tank System**

**POSSIBLE DEFICIENCY** - Septic system fails to operate properly.

*PERFORMANCE STANDARD - Septic system shall be capable of properly handling normal flow of household effluent. Septic system shall be designed and installed to comply with state, county or local code regulations.*

*RESPONSIBILITY - Warrantor will repair if failure is the result of defective workmanship or materials. Warrantor will not be responsible for malfunctions which occur through Owner negligence or abuse or from conditions that are beyond Warrantor's control, such as freezing, soil saturation, increase in water table, excessive use, etc. Owner shall be responsible for septic system maintenance.*

**Plumbing**

**POSSIBLE DEFICIENCY** - Leakage from any piping.

*PERFORMANCE STANDARD - No leaks of any kind shall exist in any soil, waste, vent or water pipe. Condensation on piping does not constitute leakage, and is not covered.*

*RESPONSIBILITY - Warrantor will make repairs to eliminate leakage.*

**POSSIBLE DEFICIENCY** - Stopped up sewers, fixtures and drains.

*PERFORMANCE STANDARDS - Sewers, fixtures and drains shall operate properly.*

*RESPONSIBILITY - Warrantor will not be responsible for sewers, fixtures and drains which are clogged through the Owner's negligence. If a problem occurs, the Owner should consult Warrantor for a proper course of action. Where defective construction is shown to be the cause, Warrantor will assume the cost of the repair, where Owner negligence is shown to be the cause, the Owner shall assume all repair costs.*

**POSSIBLE DEFICIENCY** - Refrigerant lines leak.

*PERFORMANCE STANDARD - Refrigerant lines shall not develop leaks during normal operation.*

*RESPONSIBILITY - Warrantor will repair leaking refrigerant lines and re-charge unit, unless damage was caused by Owner.*

**Air Distribution**

**POSSIBLE DEFICIENCY** - Ductwork separates or becomes unattached.

*PERFORMANCE STANDARD - Ductwork shall remain intact and securely fastened.*

*RESPONSIBILITY - Warrantor will re-attach and re-secure all separated or unattached ductwork.*

Date \_\_\_\_\_

Orchard Knoll LLC

\_\_\_\_\_  
R. Richard Lincoln, Jr., Managing Member