

Homeowners Manual

Important Notice to Homeowners

Pursuant to certain procedures adopted by the Board of Trustees of the Building Industry Association (the "BIA") you may have certain rights related to the resolution of any dispute that may arise between you and your Builder. The basic rules related to these rights are set forth on Page 42 of this Manual. Please read and familiarize yourself with such rules.

In addition, please recognize that certain of those rules have been modified and that certain of your rights (including your right to have any such dispute reviewed by the Professional Standards Committee of the BIA) require that you undertake certain action within particular timeframes. Specifically, the current rule relative to notifying the BIA of a dispute with your Builder is as follows:

The BIA must be provided with a written list of all items in dispute **not later than 13 months** following the earlier of the date you take occupancy of the home, the date of the final inspection of the home or the date you close on the purchase of your homes.

Further, please be advised that in order to participate in the program, you and your Builder agree that in the event this dispute resolution is unsuccessful, you waive any right to require any representative of the BIA Professional Standards Committee to have any further involvement in the resolution of the same, including requiring any such representative to provide deposition testimony or to appear before any court or arbitration panel.

All correspondence should be sent to the BIA of Central Ohio. While we will accept facsimile and e-mail communication, we strongly recommend that all communications made by facsimile or e-mail be followed with an actual paper copy of the same.

Building Industry Association of Central Ohio

445 Hutchinson Avenue, Suite 280 Columbus, OH 43235

Phone: (614) 891-0575

e-mail: info@biahomebuilders.com web: www.biahomebuilders.com

BIA 2021 Warranty Book

The contents of this document are not to be altered in any manner

Owners' Acknowledgement of Receipt of Manual

Homeowner should sign this page to acknowledge receipt of this manual. Builder should make a copy of this page or remove it from book and retain for Builder's records.

Homeowner Signature

Builder Signature

Date

Table of Contents

Important Notice to Homeowners	2
Owners' Acknowledgment of Receipt of Manual	3
Welcome to Your New Home!	7
Use, Care, Owner Responsibilities and Performance Standards	9
Air Conditioning Systems	9
Appliances	10
Attics	11
Basement Floors	11
Bathtubs, Sinks, and Showers	11
Cabinets and Vanities	13
Circuit Breakers	13
Condensation	13
Counter Tops	14
Decks	15
Disposals	15
Doors	15
Drains	17
Driveways, Walks, Patios and Exterior Steps	17
Drywall	18
Easements	19
Electrical Systems	19
Expansion and Contraction	21
Exterior Lot and Property Lines	21
Exterior Trim and Siding	21
Faucets	22
Fireplaces	23
Floor Systems	23
Floor Coverings	24
Foundation Walls	25
Garage Floors	26
Grading and Drainage	27
Gutters and Downspouts	28
Hardware	28
Heating Systems	28
Insulation	30
Landscaping	30
Louvers and Vents	31
Paint/Stain	31
Painted Woodwork	32
Plumbing System	32

Quarried Marble Tile	33
Roofing	34
Sanitary Sewers	35
Sealants	35
Security Systems	35
Septic Tanks/Aeration Systems	35
Smoke Detectors	36
Termites	36
Toilets	36
Trim and Moldings	36
Wallcoverings	36
Water Heaters	37
Weatherstripping	37
Windows, Glass, Skylights and Screens	37
Winterizing Your Home	38
Emergency Service	38
Performance Criteria Specific to Remodel Projects	40
Exterior Finishes	40
Roofing	40
Flooring	41
Interior Finishes	41
Heating and Cooling	41
Grievance Procedure	42
BIA Quality Standards	43
I. Site Work	43
II. Concrete and Masonry	43
III. Carpentry	45
IV. Heating and Cooling	47
V. Interior Finishes	47
VI. Roofing and Ventilation	48
VII. Asphalt	48
VIII. Sound Transmission	48

©Copyright 2017

Welcome to Your New Home!

Your new home was built by a professional Builder who is a member of The Building Industry Association of Central Ohio (BIA). Your Builder is committed to incorporating high standards of health, safety, workmanship, and quality into your home.

Several thousand separate components went into the construction of your home. Thousands of people had a hand in the production, delivery, installation, and craftsmanship of the many components, with the end result being a fine, beautifully crafted home, ready for your enjoyment and comfort.

This manual is provided for the following purposes:

1. To give you an introduction to the most familiar components of your new home.
2. To provide you with basic information necessary to care for and maintain your new home.
3. To prepare you for the minor adjustments and repairs needed in most new homes.
4. To provide you with performance standards, defining the industry standards for the various components of your new home, and to define Builder/Owner responsibility, when questions arise concerning these components.
5. To provide both Builder and Owner with a list of minimum Quality Standards for acceptable workmanship. Please note that the Minimum Quantifiable Standards produced by the Ohio Home Builders Association (OHBA) are adopted as statewide rules and supercede any BIA standards on same subject matter outlined in this manual. Where the OHBA standards are silent, the BIA Quality Standards shall govern where applicable.
6. To provide a written grievance procedure available to you through the BIA's Professional Standards Committee, so that you may be able to resolve any construction related disputes with your Builder which involve issues related to the quality of the workmanship, in a timely and orderly fashion.

You should take the time to read this manual in its entirety, and inspect your new home before moving in to see if it has been substantially completed as agreed upon in your contract. Also, you should complete with your Builder a written list of items still in need of completion, noting any item which may be damaged.

After moving in, if you discover minor repairs or adjustments are needed, formally notify the Builder in writing, as telephone calls and oral statements can be forgotten. The best way to handle a service request is to make a list and mail it to the Builder, at sixty days after move in, and in the eleventh month. Adverse weather conditions or temporarily unavailable materials or labor may cause a delay in the completion of your list. Your Builder will explain such circumstances to you.

The manufacturers and subcontractors who produced, made, or installed the various parts and equipment in your house will be responsible for handling some of the service requests while the house is under warranty. Other items will be your responsibility, and this manual will help you to understand what you must do to maintain your home in proper working order, keeping problems to a minimum. Again, we hope you will take the time to read this manual so you will know what responsibilities are the Builder's, and what responsibilities are yours, as the Owner.

The American dream of home ownership carries with it responsibilities. While this manual covers many areas within your home which commonly require maintenance or adjustment, it is not intended to be an exhaustive and all inclusive list. The Owner is responsible to periodically inspect and maintain all elements of the home. This manual will help you understand what you must do to maintain your home in proper working order, and to keep problems to a minimum, but it is not intended to set forth everything you as an Owner will be required to undertake.

The Building Industry Association of Central Ohio (BIA) is not a party to the transaction between the Builder and his/her customer. This manual is a service to help eliminate confusion and clarify the quality of materials and workmanship to which BIA Builder and Remodeler Members adhere. It is the sincere desire of the BIA and your Builder that the performance standards and Quality Standards listed in this manual will assist you in understanding and enjoying your new home.

Finally, only the most frequent items which may concern new home Owners have been addressed in this manual of performance standards and the accompanying Quality Standards. If a Owner experiences a problem not found in this manual, it indicates only that the BIA's Professional Standards Committee has not reviewed and established a standard for that particular problem or item.

Congratulations and best wishes from your Builder and the BIA. May your home bring you joy and satisfaction, and be a great source of pleasure for you and your family.

Use, Care, Owner Responsibilities and Performance Standards

Important Notice to Homeowners

Air conditioning can add great comfort to your home if used properly. Understanding how the system works will help you to fully and efficiently utilize your air conditioning system, which includes items inside your house such as windows, drapes, furniture, walls and floors. Proper use, care, and maintenance of the system by the Owner will save costly energy dollars.

Time is of great importance when using an air conditioning system. The system begins to condition air when the thermostat is set. If you set the thermostat to 75 degrees at 5:30 when the outside temperature is 90 degrees, the unit will begin to cool, however it will take hours for it to reach the desired temperature because the sun has been heating not only the air within the home, but also the walls, floors and furniture for hours. These items will release heat and it will take longer for the home to cool. If evening cooling is your goal, you should set the system at a moderate temperature in the morning, close the drapes, and allow the unit to maintain this moderate temperature until evening when you can lower the setting and the unit can perform with ease.

Under normal circumstances, temperatures in different levels of the home will vary. Thus, unless during the construction of the home the significant additional work and expenses necessary to independently zone each of the floors was undertaken, you should expect variances in the temperature to be present within different areas or levels of the home.

THERMOSTATS

The thermostat, usually located on an interior wall, keeps your house at a comfortable temperature. If your home is heated by a warm air system, your thermostat may also contain controls for converting the heating system to the cooling system.

REGISTERS

The registers throughout your home help to regulate the flow of air and to maintain the desired temperature. By opening and closing the registers and dampers (zoning), you can regulate the amount of cool air that enters a room. Once the registers and dampers are properly zoned, they will work with the thermostat to maintain the temperature of your home.

Closing registers and doors to rooms not in use is a good way to reduce your cooling costs. If you have a combined air conditioning and warm air heating system, the same registers and dampers will be used to regulate the flow of cool air and may need seasonal balancing or adjustments by the Owner to assure the same will function to its maximum efficiency. In addition to the air outlet registers, your home will have many return air grilles. Neither the outlet registers nor the return air grilles should ever be obstructed by furniture, drapes, or other objects.

FILTERS

Most air conditioning systems have an air filter to help keep the air in your home clean. Please refer to the manufacturer's instruction manual for the location of the filter and the instructions for cleaning or for the replacement of the filter.

INSULATION

Your home has been insulated so you may regulate the interior temperature in a cost effective manner. Open doors or windows, an open fireplace damper, as well as a failure to properly maintain the HVAC filter can negate the effects of insulation and cause inadequate heating and cooling.

PERIODIC INSPECTION

An air conditioning system should be periodically inspected by a professional according to the manufacturer's instructions.

HEAT PUMPS

A heat pump combines the functions of heating and cooling into one compact unit. If your home is equipped with a heat pump, please refer to the manufacturer's manual for operating and maintenance instructions.

OPERATION

Follow the manufacturer's instructions for the efficient operation of your air conditioning system and also for the maintenance of the filter. Failure to maintain the filter can slow the air flow causing warm spots in your home and can result in damage to the system and increased energy costs. Avoid turning the air conditioning unit on and off repeatedly. Check the exterior compressor/heat pump unit periodically and maintain it in a level position. Keep landscaping, trash and weeds away from the unit to provide a good air flow. If the system is not working, first check the circuit breaker to see if it has been tripped before calling for service.

The air conditioning system should be capable of producing and maintaining temperatures according to ASHRAE Standards. Please refer to the Quality Standards section of this manual for the acceptable tolerances.

Appliances

Your new electric or gas appliances are accompanied by instruction booklets and other materials. Read all instruction literature carefully and remove, fill out, and mail any postcards necessary to record warranties. Keep a list of the authorized service agencies with each instruction booklet. If an electric appliance should fail to operate, be sure (1) the appliance is plugged in to the electric source, and (2) the circuit breaker is on. If a gas appliance fails to work, check to see if the pilot light is lit or if there is no pilot light, check to see if the electric ignition is functioning. If you suspect a gas leak, turn off the main gas valve near the meter and call the gas company immediately. **WARNING:** Do not light matches or smoke cigarettes in the vicinity of the suspected leak.

WARRANTIES

All appliances are warranted by their manufacturers, in accordance with the terms and conditions of the written warranties supplied with the appliances. This type of warranty is called a "pass through" warranty because the Builder passes the warranty through to the Owner. The manufacturers will work directly with the Owner if a problem arises. If a problem should arise with an appliance, call the customer service number listed in the manufacturers use and care materials. When calling have the date of purchase (closing), the serial and model number, and a description of the problem. Appliance warranties are generally for a period of one year from the date of closing.

Attics

Attics, or spaces immediately below roofs, vary in size from “crawl type” spaces to areas large enough to be converted into extra rooms.

STORAGE

Attic spaces are only designed for limited storage. It is the Owner’s responsibility not to exceed the approved load for the attic. Also, attics are susceptible to extremes of heat and cold because attic walls usually are not insulated. Materials stored in attics should not be combustible or perishable under these extreme temperatures.

INSULATION

Your home has been constructed to be energy efficient. Occasionally, the insulation on the attic floor may be out of place and leave gaps or block any attic vents. If either of these situations occurs, return the insulation to its proper location. The attic access cover may have insulation attached to the top side. It should also remain securely in place so that no heat is lost through the access hole. Be certain that materials stored in the attic do not compress the insulation because compressed insulation is less effective.

LOUVERS

Your attic may have louvered openings to allow warm, moist air to escape. Louvered openings should remain unobstructed at all times. If they are closed, harmful quantities of moisture may accumulate. Moisture may also appear due to snow or rain being driven through “gable type” attic louvers or vents. It is advisable to check your attic after a severe storm. Any rain or snow which may have been driven through a properly designed and installed “gable type” attic louver or vent is considered an Owner maintenance item, and is not the responsibility of the Builder.

Basement Floors

The basement floor is made of poured concrete placed over a bed of gravel. Underneath the floor is a tile system which works with the bed of gravel to carry water from the exterior of the foundation to the sump pump or natural drain for removal.

CRACKS

Poured concrete floors will shrink after placement which can result in crack formations that are typically contained in control joints in the floor. Uncontrolled basement floor cracking however is not uncommon and may not affect the strength of the floor. Fine or hairline cracks are common and are not warranted, and may be repaired by the Owner applying compounds made for this purpose.

The Builder shall repair any cracks which arise during the one year warranty period in excess of the tolerances as outlined in the Quality Standards section of this manual.

Bathtubs, Sinks, and Showers

Bathtubs, sinks, and showers are made of a variety of materials. Bathtubs are most frequently made of porcelain enamel on cast iron or steel, or of fiberglass-reinforced plastic. Bathroom sinks are usually made of vitreous china, of porcelain enamel on cast iron or steel, or of cultured marble. Showers are most frequently made of ceramic tile, fiberglass-reinforced plastic, or of cultured marble. Kitchen sinks are generally made of porcelain enamel on cast iron or of stainless steel. Laundry sinks are usually made of plastic or stainless steel.

VITREOUS CHINA AND PORCELAIN ENAMEL

The surfaces of these fixtures are smooth and glossy like a mirror and harder than steel, but they are not indestructible. Carelessness causes chipping, scratches, and stains. A blow from a heavy or sharp object will chip the surface, and scraping or banging metal utensils will gradually scratch and dull the surface.

Shiny new fixtures can also be dulled or stained within a short time through improper or excessive use of strong abrasive cleansers. Accordingly, it is recommended that you use a nonabrasive cleanser on vitreous china and porcelain enamel.

FIBERGLASS-REINFORCED PLASTIC

The surfaces of these fixtures are smooth and glossy and are very susceptible to scratching. Use only non abrasive cleaners. Do not use even a mild abrasive cleaner on these surfaces or the surface will be damaged. The surface of fiberglass-reinforced plastic is also very susceptible to damage from sharp or metal objects.

STAINLESS STEEL

Stainless steel fixtures generally resist staining and require a thorough scrubbing only occasionally. Use a non abrasive cleanser or a commercial stainless steel cleanser.

CULTURED MARBLE

The surface of this material is smooth and glossy like a mirror and it is very soft and very susceptible to scratching. A blow from a heavy or sharp object will damage the surface and the use of abrasive cleanser will gradually scratch and dull the surface. Accordingly, it is recommended that you use only non abrasive cleaners on cultured marble surfaces.

GLASS SHOWER ENCLOSURES AND STALLS

To clean glass shower enclosures, an ordinary dish washing detergent (not soap) will do a good job unless hard water minerals have built up.

At the bottom of the shower door track and enclosures are “weepholes” which should be kept free of caulking or other materials, such as hair, so the water flowing down the door will flow back into the tub shower area.

MILDEW

Although today’s homes are carefully climate controlled, mildew can appear in bathrooms and other areas that collect water vapor, especially in humid regions of the country. An exhaust fan should always be used during baths and showers to help remove water vapor. Wiping condensation from the tiles after bathing or showering is a good idea. To eliminate mildew, clean with a mildew remover, rinse, and dry; then use a disinfectant to retard mildew growth and eliminate odor. Mildew control and elimination is an Owner maintenance item.

CAULKING

When the caulking around your bathtub or sink dries out or cracks, remove the old caulking and replace it. If you do not have a caulking gun, caulking material can be purchased in applicator tubes or in disposable caulking guns. Caulking replacement is the Owner’s responsibility after the correct initial application by the Builder. Caulking should be checked at least twice per year, and maintained as necessary to prevent the seepage of water into areas behind the surface where it could do damage.

The Builder is responsible for imperfections, scratches, chips, cracks, and any other defects in any of the above fixtures or materials, only if the item has been noted in writing on the Final Inspection.

Cabinets and Vanities

Wood cabinets and vanities should be treated just like any other fine wood furniture. Clean cabinets and vanities with the same cleaners and polishers you would use for the rest of your wood furniture. There may be slight variations in tone, color, and/or wood grain in wood cabinetry, and also in wood-like finished cabinets, which reflect the natural characteristics of the wood. These variations are acceptable and do not constitute a defect.

For laminated plastic surfaced cabinets, simply wash with a mild soap and water, rinse, and dry. Do not use abrasive cleaners.

For laminated plastic surfaced cabinets, simply wash with a mild soap and water, rinse, and dry. Do not use abrasive cleaners.

Circuit Breakers

Circuit breakers protect the electrical wiring and equipment in your home from overloading. They are the safety valves of your home's electrical system. Every house should have a master circuit breaker, generally located near the smaller circuit breakers. When the master circuit breaker is tripped, the electricity to the house is cut off. Circuit breakers may be reset by first switching the breaker to full off and then back to full on.

POWER FAILURES

In case of a complete power failure, first determine if your neighbors have power. If not, notify the power company. If a power failure affects only your house, check the master circuit breaker and then the smaller circuit breakers. If one circuit breaker continues to trip, check to see if you have overloaded the circuit. If not, call an electrician. Failure to fix a short circuit or an overloaded circuit could result in a fire. For additional discussion on similar issues, see the section on Electrical Systems.

Condensation

Probably the most disturbing problem in a new home is condensation. It may look as if moisture is seeping through basement walls, pipes are leaking, or water is coming through the windows. Condensation takes place within a home wherever warm, moist air comes in contact with colder surfaces such as windows, basement walls, or exposed pipes. Actually, a perfectly dry basement can have wet walls because moisture in the air condenses on cold basement walls during the summer months.

There is more condensation in homes today because they are built with higher R-value insulation requirements, and are being built with energy-efficient windows and doors, which have virtually eliminated drafts and numerous air exchanges within the home. Many gallons of water are contained in the materials used in building your home, and because of this fact, condensation is at its peak during the first year.

There is more condensation in homes today because they are built with higher R-value insulation requirements, and are being built with energy-efficient windows and doors, which have virtually eliminated drafts and numerous air exchanges within the home. Many gallons of water are contained in the materials used in building your home, and because of this fact, condensation is at its peak during the first year.

Condensation may range from a little moisture/frost on the lower corners of the windows to excessive and troublesome moisture/frost that may block the entire window. The extensive type may cause water to stain woodwork, or in serious cases, even damage the wallpaper or drywall.

If condensation is a problem in your home, we strongly recommend that you take the following steps to help control condensation and keep it to a minimum: (1) use the bathroom exhaust fans to carry off excess humidity; (2) open the laundry room window while washing and drying clothes; (3) inspect your clothes dryer to make sure it is properly vented to the outside and both the dryer and vent system remain unobstructed; (4) reduce the use of your humidifier if your home is equipped with one; (5) secure a dehumidifier and use it to control basement humidity (remember, your furnace circulates air from all over your house, including the basement); (6) place house plants in well ventilated areas of the house (a large quantity of house plants may cause excessive moisture); and (7) close windows during damp, humid weather and open during clear, dry weather.

Condensation is usually the result of climatic/humidity conditions, as described above, and thus generally beyond the Builder's control and/or responsibility.

Counter Tops

LAMINATED COUNTER TOPS

Countertops made of high-pressure laminated plastic are generally heat and stain resistant under proper care. This material is used for its resistance to scratching, however it is not resistant to cigarette burns, or scratches caused by cutting with a sharp knife. Never cut anything directly on the surface of the countertop because the knife may dent, nick, or cut the surface. Always protect the surface from hot irons, as well as hot pots, pans, or baking dishes taken directly from an oven, broiler, or burner.

Avoid a concentration of water or wet cloths at or near the junction of the countertop and back splash or other seams. Also, rubber drain mats can trap moisture beneath them causing the laminated plastic to warp and blister. Lift the mat and dry the surface as needed.

Laminated counter tops, typically will have one or more discernible seams. Please refer to the Quality Standards section of this manual for the acceptable tolerances.

CULTURED MARBLE COUNTER TOPS

These simulated marble tops are susceptible to chips and scratches and should be treated with care. Automotive paste wax or specialty products for these products will enhance their beauty and improve their resistance to stains. Cosmetics should be wiped up immediately. Cigarette burns will permanently ruin the surface.

CORIAN® AND OTHER SOLID SURFACE COUNTER TOPS

According to the manufacturer, most stains wipe off of Corian and other solid surface counter tops because they are nonporous. Stubborn stains and cigarette burns should be removed by a professional.

QUARRIED MARBLE COUNTER TOPS

Quarried marble is easily stained, scratched or etched, it should be protected according to the manufacturer's instructions. Compatible sealing, polishing, and cleaning products are available from suppliers of marble products.

ALL COUNTER TOPS

Separations of counter tops at walls and where the back splash meets the counter are the result of normal shrinkage of materials. Separation at the wall or at the counter can be repaired by caulking. This will be provided if requested by the Builder one time during the one year warranty period. Thereafter, it is an Owner's maintenance responsibility. It is important to keep moisture from reaching the wood under the finish material to prevent warping.

Refer to manufacturer's suggested cleaning processes and substances for guidance relative to maintaining and cleaning the same.

Any readily noticeable surface imperfections in any counter tops, such as chips, cracks, scratches, burns, reported on the Final Inspection will be repaired by the Builder. Repairs necessary because of subsequent damages will be the Owner's responsibility.

Decks

Decks have become a highly desirable feature for outdoor enjoyment. Even if pressure treated wood was used to construct the deck, it will generally require some maintenance to protect it from moisture. After the moisture from the original pressure treatment dries out and periodically thereafter, wood decks should have a coat of either stain, stain with a water repellent, preservative, or water repellent, to protect the wood. The Owner is responsible for applying any sealants to deck surfaces, if desired. The decision to proceed with such treatment commits the Owner to regular maintenance of the sealant.

Disposals

Always use a strong flow of cold water when the disposal is on and especially when grinding greasy substances. Avoid putting large amounts of fibrous materials (such as banana peels or corn husks) down the disposal. Also avoid grinding bones or other hard materials.

Reset Buttons

Most disposals have a reset button. Should the disposal become overloaded with a substance it cannot grind, it will turn itself off. If this happens, turn the disposal switch off, remove the substance obstructing the disposal's operation, wait a few minutes, push the reset button, and turn the disposal switch on. If it still does not start refer to the owner's manual supplied with your disposal.

WARNING: Be absolutely sure the circuit breaker is off before inserting anything into the disposal.

Doors

EXTERIOR DOORS

The finish of all exterior doors is subject to weathering. The amount of deterioration is dependent upon the type of door, the amount of exposure to the sun and elements, and the type of finish. All exterior doors have weather stripping on the jamb and header. The door should be adjusted to slightly compress this weather-strip to seal. Many door units have adjustable thresholds which can be raised or lowered so that contact is made with the gasket at the bottom of the door. Your Builder made the required adjustments at installation to insure a proper seal. However, seasonal changes may require that the Owner make adjustments thereafter. This is not the responsibility of the Builder. If the gasket or weather-stripping is torn or missing it will allow a draft under or around the door; therefore it is important to regularly inspect the bottom gasket and jamb weather-stripping to insure that it has not been damaged.

WOOD EXTERIOR DOORS - Wood doors should be sealed and finished on all surfaces and edges. Wood doors are susceptible to cracking, checking, and warping, which is the subject of a warranty from the manufacturer, and problems relating to the same should be properly pursued directly through the manufacturer. A proper finish helps to minimize this problem. Painted and natural finished wood doors should be touched up or re-coated when the finish starts to deteriorate.

Wood doors are affected by moisture and temperature and will expand or contract. Therefore, panel wood doors may show a bare wood area around the panel when the wood dries. This is a natural condition with wood doors and touching up this area is the Owner's responsibility.

STEEL EXTERIOR DOORS - Steel doors will bow under extreme temperature conditions. Due to the coefficient of thermal expansion, when there is a substantial difference between the outside and inside temperatures in cold weather, the outside surface will shrink causing the door to bow inward at the center. This can cause the lock or deadbolt to bind and make it difficult to unlock the door. It is the Owner's responsibility to regularly check the door for cuts or scratches which expose bare metal and that will eventually rust. Steel doors should be re-coated when the finish starts to deteriorate.

FIBERGLASS EXTERIOR DOORS - Fiberglass doors may be painted or stained. The doors should be re-coated when the finish starts to deteriorate.

INTERIOR DOORS

Interior doors are made of either wood or a pressed wood product (hardboard). They may be painted or stained and coated with lacquer or varnish. Your Builder will ensure that all interior doors operate, latch or slide correctly during the one year warranty period.

Wood doors should be sealed and finished on all surfaces and edges. Wood doors are susceptible to cracking, checking, and warping, which is the subject of a warranty from the manufacturer, and problems relating to the same should be properly pursued directly through the manufacturer. A proper finish helps to minimize this problem. Painted and natural finished wood doors should be touched up or re-coated when the finish starts to deteriorate. Wood doors are affected by moisture and temperature and will expand or contract. Therefore, panel wood doors may show a bare wood area around the panel when the wood dries. This is a natural condition with wood doors and touching up this area is the Owner's responsibility. A humidifier in the home, properly regulated, will substantially reduce panel shrinkage.

GARAGE DOORS

Once a year the Owner should put a drop or two of oil at the center of the rollers where the carrier shaft is inserted. Do not oil or lubricate the track that the roller rides in. All overhead garage doors operated by electric door openers are now required to have an electric eye mechanism which is located on both sides of the door about 1' off the floor. The purpose of this is to automatically reverse the door if it is being closed when there is anything in the path. These electric eyes can be knocked out of position and it is the Owner's responsibility to regularly check their function by activating the door and physically interrupting the beam between the two sensors. If the door does not reverse, the electric eyes are not in alignment and should be realigned. Once a year the Owner should check all screws and fasteners on the door's structural members to insure that they are not loose. Overhead garage doors do not seal along the edges and bottom.

Therefore, it is a normal situation for driving rain to show some water along the edges and bottom. It is also typical to see some light around the edges or bottom of the door.

WOOD GARAGE DOORS - Wood doors will shrink and expand with changes in humidity and temperature and should be maintained the same as described in exterior wood doors.

METAL GARAGE DOORS - Painted metal doors have a corrosion resistant finish applied by the manufacturer. They should also have a finish coat of paint applied by the Builder. If the finish is scratched through to the metal it is the Owner's responsibility to repair or repaint as required to prevent corrosion, unless the same is noted on the Final Inspection.

LOCKS

If the Owner desires to have additional door locks installed or make changes to the ones originally supplied, it is strongly recommended that a professional locksmith be contacted.

Drains

Each plumbing fixture in your house has a drain trap. This U-shaped piece of pipe is designed to provide a water barrier that prevents the airborne bacteria and odor of sewer gas from entering the house. Any fixture that is used infrequently (such as a basement shower), should be turned on at regular intervals to replace evaporated water and ensure that the barrier remains intact. Because of their shape, traps are also the source of most clogging problems. The Builder will ensure that all drains are operable on the Final Inspection. Thereafter, it is the Owner's responsibility to maintain operable drains.

Driveways, Walks, Patios and Exterior Steps

Various materials have been used to complete the finished surface of these exterior components of your home. Each component can be comprised of different material or a combination of materials. These include: concrete, asphalt, and concrete or brick pavers. Do not permit any heavy equipment such as concrete trucks or moving vans to drive on your driveway. Do not permit other heavy objects to be parked on your driveway for extended periods of time unless the driveway is specifically designed for such.

Each of these products are constructed of different materials which means there are different characteristics for each. All driveways, walks, patios and exterior steps should have positive drainage away from foundations and should not allow for the accumulation of standing water.

Please refer to the Quality Standards section of this manual for the acceptable tolerances.

CONCRETE

Your Builder has taken efforts to install your concrete correctly but this product has limitations.

CRACKING - The Builder has anticipated stresses on the concrete driveways, walks, steps, patios and has provided joints to control and minimize cracking. Control joints can be either cut during installation or sawed the following day. Isolation joints (expansion board strips) have also been installed and these joints, in addition to the control joints, allow for expansion and contraction of the slab during curing and temperature changes. Please refer to the Quality Standards section of this manual for the acceptable tolerances.

PITTING/SCALING AND/OR SPALLING - These items can be prevented/minimized by effective maintenance by the Owner. The Builder has taken measures to help prevent these conditions with effective curing of the concrete to provide durable and attractive surfaces, however the Builder cannot assume continued responsibility for concrete surfaces. It is highly recommended and advisable for the Owner to apply a high quality, penetrating sealer (silane or siloxane based) before winter to prevent surface problems. If rainwater soaks into the surface and darkens the concrete, it needs sealing by the Owner before winter to prevent surface problems. The sealer should be reapplied as needed per the manufacturer's instruction to maintain continued protection. Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed or loosened under normal conditions, weathering, and use. However, it is also unrealistic to expect a blemish free surface. Concrete is a blend of cement, mineral aggregates and other natural materials and therefore may have some natural imperfections. However, the Builder is not responsible for these natural imperfections and also by deterioration caused by chemical agents, mechanical implements or other factors beyond Builder's control.

ASPHALT

Your Builder has taken efforts to install your asphalt correctly but this product has limitations:

Oil, gasoline, or similar substances can cause serious damage if dropped or spilled on an asphalt driveway, walkway, or parking area. Wash it off immediately with sudsy water and then rinse. Do not let sharp objects such as furniture legs and bicycles stands rest on the asphalt because they can poke holes in it. On asphalt drives, the Builder is responsible for patching or filling sunken areas which are 2" or more deep on a one time basis during the one year warranty period. The Builder does not assume responsibility to resurface the entire driveway because of sunken spots. It is suggested that the Owner apply a driveway sealer after the surface becomes porous and allows water to saturate below the surface.

CONCRETE OR BRICK PAVERS

Your Builder has taken efforts to install your pavers correctly but this product has limitations:

Concrete or brick pavers provide excellent surface treatment due to the process by which they are constructed and installed. The pavers have a high strength capacity to absorb weight and allow for movement which will not cause them to disintegrate or crack. The surface can absorb oil, gasoline or similar materials so proper cleaning procedures should be followed. Some settling can occur when frequent travel paths compress the material that the pavers are placed on. Water should not puddle in these depressions for a long period of time. Proper drainage should be maintained.

Drywall

Drywall (gypsum wall board) has become the standard type of material used for the construction of interior walls, with the exterior corners protected by a metal bead. In this type of construction, the Builder has made every effort to minimize the necessary joints where sheets butt together. No installation, however, can completely conceal this joint. Regardless of workmanship, jointing can be detected upon careful inspection, or if the lighting is very angular.

Sometimes normal shrinking will cause nails to pop from wallboard. The framing boards and the wallboard shrink away from the nail and leave it sticking out beyond the surface of the wallboard. Popped nails do not alter the strength of the wall, and they should be left alone until you redecorate and repainted with the rest of the wall. For repairing cracks, use joint compound. Repairs should not be undertaken until the drying-out process is almost complete (usually one year).

The acceptable building standards are that slight “imperfections” such as nail pops, seam lines, cracks or the failure of a corner to be exactly square caused by the beading out of the corner are common in drywall and are not warranted. However, obvious defects of poor workmanship resulting in excess compound in joints, trowel marks and cracked corner beads are not acceptable.

Any of the above defects which can be readily determined by visual inspection without resorting to intense artificial or natural light placement shall be repaired by the Builder. The Builder is to correct these areas to an acceptable tolerance and repaint the repaired areas. The Builder is not responsible for color variations and is to match the affected areas only as closely as possible.

Easements

Most lots have easements given to various public utilities and governmental agencies so that installation, maintenance and necessary services can be carried out.

Where services are underground, it is recommended that the appropriate utility be contacted prior to any digging for fencing, tree-planting, flower beds, etc. In most communities, the utilities are pleased to stake the location of their services at no expense to you. This can be done easily by calling Ohio Utilities Protection Services at 1-800-362-2764.

In the event the work is performed in the given easement, the responsibility for restoration of the area to its former condition is not the responsibility of the Builder. You should determine this responsibility in advance with the utility or agency involved.

Electrical Systems

The wiring in your new home meets the code requirements and safety standards for the normal use of electrical appliances. Ordinarily, small appliances that require personal attendance for their operation may be plugged into any electrical receptacle without fear of overloading a circuit. However, the use of a large appliance or of many small appliances on the same circuit may cause an overload. If a circuit breaker trips frequently, contact a licensed electrical contractor.

ELECTRICAL SUPPLY

The main control panel is usually located in the basement or garage of your home. This panel contains electrical circuit breakers that control all of the electrical power to your home. The breakers in this panel are labeled to indicate the area they control.

In the event of a total loss of power, check the main breaker in the main control panel. Next check with your local utility company to see if power is out in your area for some reason. Both of these sources should be checked prior to calling for service.

WALL SWITCHES/OUTLETS

If a wall outlet is not working, check first to see if it is one that is controlled by a wall switch. In rooms that do not have ceiling lights, the wall switch will sometimes control half of one outlet. Next check the breaker. Many Owners have experienced the embarrassment and expense of calling the electrician out only to have a bulb replaced, a switch turned on, or a breaker reset. Where three way switches are used, it is possible for one switch to be in the “off” position when the light is on, and vice versa.

GROUND FAULT CIRCUIT INTERRUPTERS (GFCI)

GFCI receptacles have a built-in element which senses fluctuations in power. Installation of these receptacles is required by building codes for basement, bath, kitchen, exterior and garage outlets. Heavy appliances such as compressors, space heaters, or power tools can trip the GFCI receptacles. Excessive moisture (as during periods of prolonged, heavy rains or after a long, hot shower) can cause GFCI's to trip. GFCI receptacles have a test and reset button. In most circumstances more than one receptacle is controlled by a single GFCI receptacle.

A refrigerator or freezer must have its own dedicated circuit from the main control panel. Do not plug a refrigerator or freezer into a GFCI controlled receptacle. Occasionally the test button should be pressed. This will trip the circuit. To return service, press the reset button. If a GFCI trips during normal use it may be an indication of a faulty appliance or worn cord and some investigation is in order. Always check the GFCI receptacles before calling for service.

LIGHTING

If a light fails to come on, check the bulbs to be sure they are not loose or burned out. Also, check to see that they are the correct wattage for the fixture. Next check the breakers. If this fails to solve the problem, contact a licensed electrical contractor.

Many times light fixtures may tarnish and lose their luster. It is the Owner's responsibility to clean and maintain the light fixtures in accordance with the manufacturer's recommendations. The Builder has no responsibility relative to the same.

REPEATED TRIPPING OF CIRCUITS

If any circuit breaker trips repeatedly; unplug all items connected to it and reset the breaker. If it trips when nothing is connected to it, contact a licensed electrical contractor. If the circuit remains on, either the circuit was overloaded or one of the items you unplugged is defective. Worn cords frequently trip breakers.

CEILING FANS

Do not hang a ceiling fan from a standard ceiling light box without adding additional support to carry the extra weight.

POWER SURGES

Power surges are the result of local conditions and can result in burned out bulbs, appliance or equipment damage. Since this is beyond the control of the Builder, the warranty does not cover damage that may result from such occurrences. Many Homeowners insurance policies have coverage for this misfortune.

Many fires occur each year from misuse or improper installation of electrical equipment. Have a licensed electrician provide all alterations to your electric system. Do not use bulbs larger than the manufacturers recommendations, marked on all fixtures. Do not touch anything electrical if your hands are wet or you are standing in water. Children should be taught not to touch electrical outlets or fixtures. As a precaution, wall outlets can be covered with specially designed plastic child proof covers available at hardware stores.

Electrical boxes on exterior walls may permit air flow through the outlet. This is normal and no corrective action will be provided by the Builder.

The Builder's warranty on the electrical system (all wirings and connections) assures you that all electrical switches, fixtures and outlets should operate as intended during the one year warranty period.

Expansion and Contraction

All building materials are subject to expansion and contraction caused by changes in temperature and humidity. This applies to everything in your home, including concrete. Dissimilar materials will expand or contract at different rates which may result in separation between the materials.

The effects of this expansion and contraction can be seen in such things as small cracks in the foundation, drywall, paint - especially where moldings meet drywall, at mitered corners, where tile grout meets tub or sink, etc. This can be alarming to the Owner; but, in fact, it is very normal.

Shrinkage of wood members of your home is inevitable. This will occur in your home. It will be most noticeable during the first year, but typically continues into the second year. In most cases, caulking and paint is all that is needed to repair this minor evidence of this very natural phenomenon. Even properly installed caulking will shrink and must be maintained.

Exterior Lot and Property Lines

Lot lines are usually surveyed before the construction of your home when necessary for establishing the boundaries of your property. If you wish to install a fence or other boundary feature, it is advisable to obtain a survey of your lot to re-establish your lot lines. This will ensure that you do not encroach on the property of others. Normally a copy of a survey of the lot may be included in your closing documents.

Exterior Trim and Siding

Exterior siding shall be installed according to manufacturer's and industry's accepted standards. Separations and delaminations which occur during the one year warranty period shall be repaired or replaced by the Builder unless caused by the Owner's failure to maintain the same. Repair area may not match in 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 the original surface in color and/ or sheen.

Because of the effects of weather on natural wood, some raised grain should be expected to develop in some of the boards used in trimming the home. This is normal and not a defect in the wood or paint. Wood trim painted white or light colors will more readily show grain, knots, and cracks and will therefore require additional maintenance by the Owner.

It is normal for all wood siding to shrink to different extents and this condition is to be expected due to the nature of the material. Recaulking of wood siding and trim is the Owner's responsibility after the correct initial application by the Builder.

ALUMINUM/VINYL SIDING AND TRIM

Ripples and noise are inherent characteristics of aluminum and vinyl siding and trim. The Builder has no responsibility to repair or correct the same.

STUCCO/WOOD TRIM

The Owner should be advised that in situations where wood trim adjoins stucco, the timely restaining and caulking along wood trim boards adjacent to stucco surfaces is his responsibility. Left unattended, these boards will eventually absorb/become saturated with water, and bleeding will result which will permanently stain the stucco surface. Also, rain and moisture can enter these areas and damage the wall cavities or cause leaks to develop.

Faucets

The faucets in your home will from time to time require maintenance or repair. Even though the plumbing system has been flushed out to remove dirt and foreign matter, there are usually small amounts of minerals that enter the line and clog the aerators.

AERATORS

Cleaning the aerators will be your most frequent task in maintaining faucets. An aerator adds air to the water as it leaves the faucet helping to eliminate splashing and reducing water usage, thereby saving you money. Aerators are most common on kitchen faucets and bathroom faucets. To clean an aerator, unscrew it from the mouth of the faucet, remove any deposits, remove and rinse the washers and the screens, replace them in their original order, and put the aerator back on the faucet. The frequency of the need for cleaning will depend on the condition of the water.

LEAKS

All leaks can raise your water bill; however, a leaking exterior faucet can cause your basement to be damp. Interior and exterior leaking faucets can generally be fixed by replacing the washer. This includes the washer in your garden hose which is attached to the exterior faucet. Some faucets with single controls for hot and cold water have no washers, but their cartridges, which last longer than washers, must still be changed periodically. Before attempting to repair a faucet, turn off the water at the nearest valve. Washers and cartridges may be obtained at most hardware stores.

Faucets, like all plumbing with moving parts, are more likely to require repair than non-moving fixtures. The less needless strain you put on faucets, the less frequently they need repair. Faucets should be closed just enough to stop the flow of water. Closing them too tightly causes excessive wear on washers.

SHUT OFF VALVES

Where the plumbing installation includes valves for individual fixtures, it is only necessary to close the valve to the fixture being repaired before replacing washers. Otherwise, first close the main water valve usually located near the water meter on municipal systems - as this controls both hot and cold water lines.

EXTERIOR FAUCETS

Remove all garden hoses from exterior faucets prior to cold weather. Drain the hoses and store them for the duration of winter. This precaution will help prevent the freezing and bursting of the water lines and fittings that service the exterior faucets, and will also help prevent the exterior faucet itself from freezing and bursting. The Builder assumes no responsibility for frozen exterior faucets, unless the same occurs during the one year warranty period as a result of the improper installation of the same.

INTERIOR FAUCETS

The Builder is responsible for imperfections, scratches, chips, cracks and any other defects in interior faucets, only if the item has been noted in writing on the Final Inspection.

Fireplaces

Before using your fireplace, equip it with a grate and a screen, and check to see if it draws properly. To do this, open the damper, light a newspaper on the grate and see if the smoke is carried up the chimney. Before lighting any fire, the damper should be opened. Keep the damper closed when the fireplace is not in use so that warm air will not escape in the winter. Build all fires on the grate, not directly on the fireplace floor. Do not burn trash or rubbish in the fireplace.

Never use kerosene, gasoline, or other flammable liquids to start a fire, and always be sure the fire is out each night before you retire. Store firewood outside, away from the house because it may harbor insects. Do not burn any plywood scraps or wolmanized lumber scraps in your fireplace.

CLEANING

The chimney should be checked periodically to see if cleaning is necessary. A chimney professional can tell you if your chimney needs cleaning. The Builder should properly construct the fireplace and chimney so it draws properly except during temperature downdrafts created by abnormal weather conditions, or conditions where trees obstruct the chimney causing a poor draft. The Owner will be responsible to extend the height of the chimney or to remove the obstructing trees at his cost.

If used bricks are selected by the Owner, the Builder cannot warrant the use of such material. The Owner is responsible for periodic sealing of used brick and making other repairs because of any deterioration of the material.

Floor Systems

The sizes, species and grades of lumber in your house have been selected to provide a safe floor to support all normal loading conditions. However, excessive loads caused by extra heavy furniture or appliances, such as freezers or waterbeds, can result in damage to the floor. Care must be taken by the Owner to avoid overloading the floor.

All floors are prone to vibrate when subjected to a person walking across the floor. The amount a floor will vibrate is determined by many factors, i.e., floor finishes, lumber spans, the size of a person walking across the floor, the location of furniture in relation to the floor, etc. Your house has been built according to the applicable building codes and to industry standards which will allow for some vibration.

Like other building materials, wood contracts or expands with weather changes. The floor system may shrink under extreme dryness or swell under extreme humidity. Uneven floors may occur because of slight "crowning" or "bowing" of floor joists. Please refer to the Quality Standards section of this manual for the acceptable tolerances.

Floor squeaks are often a temporary condition and can be common to new home construction. The Builder will use reasonable efforts to attempt to correct the problem during the one year warranty period. However, a squeak-proof floor cannot be guaranteed.

Floor Coverings

CARPETING

Properly installed carpeting should not become loose or wrinkle, or separate or stretch from its point of attachment. Carpet seams will show; however, a visible gap is not acceptable. Builder is responsible to repair the visible gap area one time during the one year warranty period.

Carpeting is relatively easy to care for, and a regular schedule of vacuuming will go far in maintaining the original appearance for many years. Prompt removal of spots and stains, and regular removal of soil and dirt is recommended.

RESILIENT FLOORS

Resilient floors include vinyl, linoleum, asphalt, and rubber. For daily care, remove loose dirt with a broom, dust mop, or vacuum. Wipe up spills immediately.

Use extreme caution when moving appliances across resilient floor covering as tears and wrinkles can result. Protective devices should be installed on furniture legs to prevent permanent damage. High heels are one of flooring's worst enemies. Avoid the wearing of high heels on any vinyl floor. Manufacturers do not warrant against damage caused by high heels.

The following are three of the problems which occasionally are experienced and suggestions for correction:

RAISED NAIL HEADS - These are caused by movement of the floor joints because of shrinkage and deflection. The Builder has attempted to minimize this problem by using special nails and, in some cases, by gluing the underlayment to the surface to minimize the number of nails used.

SEAM LIFTING - This is caused by water seeping into the mastic through the seam. It usually occurs in the bathroom near the tub. Caulking should be used at the tub and floor joint. Precautionary measures should be taken to avoid getting water on the floor from baths and showers. If the seam has lifted, the Builder will re-cement it one time during the one year warranty period. Please note, however, that the Builder assumes no responsibility for separation caused by excessive water spillage around the tub or shower.

RIDGING OF UNDERLAYMENT - The Builder has prepared the underlayment joints and filled them to minimize the possible problems of ridges showing through.

Depressions and/or crowning may appear in the resilient flooring due to slight subfloor irregularities and are cosmetic in nature. The Builder shall take corrective action if the floor does not meet industry standards. Please refer to the Quality Standards section of this manual for the acceptable tolerances.

The Builder shall take reasonable actions to correct resilient flooring problems if they occur during the one year warranty period. If resilient flooring lifts, bubbles, or becomes unglued, or if nail pops have broken the surface, the Builder shall repair resilient flooring in the affected area with similar material. The Builder is not responsible for discontinued patterns or color variations in the material.

CERAMIC TILE

Ceramic tile, used because of its appearance and durability, is very easy to maintain, by regular wiping with a damp cloth or mopping. Do not use excessive water when cleaning a ceramic tile floor. A mild solution of soap and water is normally adequate. To clean the joints between tiles, use a fiber brush and a mild cleanser.

Cracks in the grouting of ceramic tile joints are common due to normal shrinkage conditions. It is the Builder's responsibility to repair the grouting, if necessary, one time only, during the one year warranty period. Regrouting of these cracks is an Owner's maintenance responsibility within the life of the home. Builder will not be responsible for color variations or discontinued colored grout.

Ceramic tile should not crack or become loose. It is the Builder's responsibility to replace cracked tiles and re-secure loose tiles during the one year warranty period unless the defects were caused by the Owner's action or negligence. Builder will not be responsible for discontinued patterns or color variations in ceramic tile.

It is natural for a slight separation to occur where tile grout meets another material, such as along the edge of a bathtub. A variety of caulking materials in a wide range of colors can be purchased at a hardware store and should be used to seal this separation to prevent moisture from penetrating. After the correct initial application of caulking by the Builder, it becomes an Owner maintenance responsibility.

HARDWOOD FLOORING

Hardwood flooring, because of its very nature as a wood product, will expand and contract with moisture and temperature variations within the home. Because of these environmental changes, hardwood will shrink showing minor separations or gaps between individual boards and at buttjoints or expand showing slight cupping of individual boards. Shrinkage and expansion may increase with the use of wider materials. The Builder shall repair any separations in excess of the maximum tolerances as outlined in the Quality Standards section of this manual.

Hardwood floors should be cleaned and maintained by vacuuming or dry mopping to remove surface dust and dirt. If your floors have a polyurethane finish you should vacuum them regularly and wipe them occasionally with a damp (not wet) mop or cloth. Water sometimes causes the grain to rise, and prolonged use may cause cracks from the expansion and shrinkage of the wood. Prefinished hardwood floors will need to be maintained according to manufacturer's recommendations.

High heels are one of hardwood flooring's worst enemies. Avoid wearing high heels on any wood floor. Manufacturers do not warrant against damage caused by high heels. Hardwood floors may show dimples or scratches which may be caused by unprotected chair legs, by sliding furniture across the floor, or by dropping heavy or sharp objects, etc. Some shrinkage or warping can be expected. Warping will occur if the floor becomes wet repeatedly. A dulling of the finish in heavy traffic areas is likely; a white, filmy appearance is caused by moisture (often from wet shoes or boots).

Hardwood floors will respond noticeably to changes in humidity levels in the home especially in the winter; a humidifier will help, but will not completely eliminate this reaction.

Foundation Walls

The weight of your house rests on the foundation. The foundation consists of a footer (concrete poured in a formed trench), and the walls (made of either poured concrete or cement block) which rest on top of the footer. Foundation walls are also referred to as basement walls.

CRACKS

Foundation walls are subjected to many forces during their life. In addition to supporting the weight of the house, foundation walls must resist earth, water pressures, temperature extremes, and variations in soil bearing strength, etc.

Cracks in foundation walls can be caused by many factors and in many instances can be considered minor, not affecting the strength of the wall. Fine or hairline cracks are common and are not warranted and may be repaired by the Owner by applying compounds specially made for this purpose. The Builder shall repair any cracks in excess of the maximum tolerances as outlined in the Quality Standards section of this manual. These repairs should be made at the end of the one year warranty period to allow normal stabilization of the foundation. If a problem should develop with the foundation walls, requiring corrective action by the Builder, it will be the responsibility of the Owner to remove and/or replace any wall improvements such as paint, thoro seal, furring, drywall, paneling, etc. added by the Owner after the closing.

EFFLORESCENCE

Efflorescence is a white powdery substance, composed of crystallized soluble salts, which sometimes forms on the interior of masonry walls. The formation of efflorescence does not affect the strength of the foundation and the removal of the same is not the responsibility of the Builder. Efflorescence may be removed by the Owner by scrubbing with a stiff brush and warm water.

LEAKS

Foundation walls have either been damp-proofed or water-proofed as required by the local building code for your particular area to prevent the entrance of water from surrounding soil. The Builder has constructed a drainage system within and around your house to carry water away from the foundation.

It is the responsibility of the Owner to maintain the drainage established by the Builder. If the ground outside of your house has settled, and slopes toward the foundation, you need to regrade the area so that surface water will flow away from the house. Failure to maintain a positive grade/slope is the number one cause of basement leaks or dampness (dampness itself is not considered a leak). Upon request from the Owner, the Builder will supply soil once during the one year warranty period for the Owner to maintain the positive grade. After that it is an Owner maintenance responsibility.

Avoid installing landscaping that interferes with a positive grade away from the foundation. Do not exceed the foundation damp/water-proofing line when mounding soil for landscaping. It is the Owner's responsibility to extend the damp/water-proofing line above any mounded soil, while at the same time keeping soil and mulch a minimum of 6" below all wood framing members. When watering your lawn or landscaping, avoid the sprinkling of water directly against the house. This can cause what appears to be a foundation leak.

Leaks in foundation walls resulting in the actual trickling and/or pooling of water will be repaired by the Builder. However leaking conditions should not be confused with dampness or moisture, which can be expected by the Owner during the first year of the settling process, or with condensation during summer months. Further, leaks and/or dampness caused by the Owner's improper landscaping techniques, or the Owner's failure to maintain drainage swales and/or a positive grade, will not be the responsibility of the Builder. Repairs to foundation walls, when required, seldom match in color and variations are to be expected by the Owner. Any personal items stored in the basement, which may become damaged by water leaks or dampness will be the Owner's responsibility.

Garage Floors

Garage floors are made of poured concrete over a bed of gravel, usually with sloping surface so water will run toward the overhead door.

CRACKS

Poured concrete garage floors will shrink after placement which can result in crack formations that are typically contained in control joints in the floor. Uncontrolled garage floor cracking however is not uncommon and may not affect the strength of the floor. Fine or hairline cracks are common and are not warranted, and may be repaired by the Owner by applying compounds made for this purpose. Please refer to the Quality Standards section of this manual for the acceptable tolerances.

The Owner should seal the garage floor after purchasing the home with an appropriate high quality penetrating sealer (silane or siloxane based) applied according to the manufacturer's specifications. This sealer will help to prevent scaling of the concrete surface during the winter weather.

See the Driveways, Walks, Patios and Exterior Steps section of this manual for additional discussion of concrete related products.

Grading and Drainage

Early in the land development stage, general drainage patterns are established in principle by municipal authorities. During construction, the grading and drainage patterns are studied according to the placement of the house on the lot, and general drainage patterns may be altered, not in principle, but in detail. Some variations may become necessary to provide proper grading and drainage.

The Builder is responsible for initially establishing the proper grades and drainage swales to insure proper drainage away from the house, and in providing a positive grade/slope away from the foundation. The Builder's responsibility ends at the time of proper installation. Maintaining the grades, drainage swales, and positive grade is the Owner's responsibility.

You can adversely affect the drainage pattern around your house during landscaping. Extreme care should be taken by your landscape contractor to maintain the same basic grades and drainage patterns established by the Builder. Care should be taken to see that the installation of patios, decks, lawns, flower beds, and other landscaping, will not interfere with or in any way restrict the flow of water away from your house and off the lot. Water drainage systems such as window wells, downspout tiles, swales, catch basins, and curbside junction boxes, must be kept free of leaves and other debris. Restrictions have been placed on your ability to interfere with the purpose of the swales of your yard by placing trees, bushes, or other obstructions in the swale. You should consult your local building department before initiating any work that may have an impact on the design purpose of the site drainage and/or swales.

The builder has installed a drain system at the bottom of the window well which feeds water to the foundation perimeter drain. The purpose of this is to prevent water from accumulating in the window well and possibly leaking through the window. It is the homeowner's responsibility to ensure that this drain is not obstructed by trash, leaves, etc.

Standing or ponding water should not remain for extended periods of time in the immediate area of the house after a rain, however the possibility of standing water after a particularly heavy rainfall should be anticipated.

The Owner should anticipate some settling of ground around the foundation, utility trenches and other areas. Upon request from the Owner, the Builder will supply soil once during the one year warranty period for the Owner to fill settled areas affecting proper drainage. The Owner shall be responsible for the removal and replacement of shrubs, seeding, and landscaping affected by the placement of such fill. Please refer to the Quality Standards section of this manual for the acceptable tolerances.

Gutters and Downspouts

Gutters are installed approximately level, with a slight slope toward the downspouts. However, it is possible that even with this slope small amounts of water will stand in certain sections of the gutters immediately after a rain. The Builder has followed industry standards concerning size, number and location of gutters and downspouts and the underground conductor lines. Gutters and downspouts may overflow during periods of heavy rainfall, however they should not leak. The Builder will repair any leaks in gutters and downspouts during the one year warranty period that are not caused by the accumulation of debris. The Builder shall correct any gutters with standing water that exceeds 1", if the gutter is unobstructed with debris. It is the Owner's responsibility to clean out the gutters and keep them free of debris that may cause standing water in the gutter, and/or the downspout to clog, which in turn may cause the gutters to overflow.

Hardware

The original finish on locks and door handles will show wear and discoloration with normal use, however, cleaning the hardware regularly with a damp cloth and polishing with automotive wax will prolong the life of the original finish. Lubrication of the locks with powdered graphite will ensure smooth operation and extend the life of the lock mechanism.

Heating Systems

Heating systems, equipment and installations vary widely in the central Ohio area. Understanding how the system works will help you to fully and efficiently utilize your warm air heating system. Proper use, care and maintenance of the system by the Owner will save costly energy dollars.

EQUIPMENT AND INSTALLATION

For the proper selection of warm air heating equipment, both "heat loss" and "heat gain" calculations should be performed from the plans and specifications of the specific structure, in accordance with Manual "J" of the ASHRAE Handbook. Also the air distribution system should be designed and installed in accordance with Manual "K" of the ASHRAE Handbook.

Under normal circumstances, temperatures in different levels of the home will vary. Thus, unless during the construction of the home the significant additional work and expenses necessary to independently zone each of the floors was undertaken, you should expect variances in the temperature to be present within different areas or levels of the home.

THERMOSTATS

The thermostat, usually located on an interior wall, keeps your house at a comfortable temperature. If your home is heated by a warm air system, your thermostat may also contain controls for converting the heating system to the cooling system. You can significantly reduce your heating bill by reducing the setting on the thermostat during sleeping hours or when your home will be unoccupied for a prolonged period. Some homes may be equipped with "set back" thermostats which can automatically reduce the setting shortly before bedtime and return it to normal prior to morning.

REGISTERS

The registers throughout your home help to regulate the flow of air and to maintain the desired temperature. By opening and closing the registers and dampers (zoning), you can regulate the amount of warm air that enters a room. Once the registers and dampers are properly zoned, they will work with the thermostat to maintain the temperature of your home.

If you have a combined air conditioning and warm air heating system, the same registers and dampers will be used to regulate the flow of cool air and may need seasonal balancing or adjustments by the Owner to assure the same will function to its maximum efficiency. In addition to the air outlet registers, your home will have many return air grilles. Neither the outlet registers nor the return air grilles should ever be obstructed by furniture, drapes or other objects.

FILTERS

Most warm air heating systems have an air filter to help keep the air in your home clean. Please refer to the manufacturer's instruction manual for the location of the filter and instructions for cleaning or replacement of the filter.

INSULATION

Your home has been insulated so you may regulate the interior temperature in a cost effective manner. Open doors or windows, an open fireplace damper, as well as a failure to properly maintain the filter can negate the effects of insulation and cause inadequate heating.

PERIODIC INSPECTION

A warm air heating system should be periodically inspected according to the manufacturer's instructions by a professional.

HUMIDIFIERS

If your warm air heating system has a humidifying attachment, it will need to be periodically cleaned to remove accumulated mineral deposits that can interfere with the proper functioning of the humidifier.

HEAT PUMPS

A heat pump combines the functions of heating and cooling into one compact unit. If your home is equipped with a heat pump please refer to the manufacturer's manual for operating and maintenance instructions. It is normal for warmed air leaving the outlet registers of a heat pump system to feel much cooler than the warmed air of a gas heat system.

DUCTWORK NOISE

When metal ductwork is heated it expands and when it is cooled it contracts. The result, "ticking, cracking or popping sounds," are to be expected and shall be considered acceptable. The booming noise caused by "oil canning" is not acceptable.

OPERATION

Follow the manufacturer's instructions for the efficient operation of your heating system and also for the maintenance of the filter. Failure to maintain the filter can slow air flow causing cold spots in your home and can result in damage to the system and increased energy costs. Avoid turning the heating unit on and off repeatedly. Check the exterior compressor/ heat pump unit periodically and maintain it in a level position. Keep landscaping, trash and leaves as well as snow away from the unit to provide a good air flow. If the heating system is not working, first check the circuit breaker to see if it has been tripped before calling for service. For additional discussion on this topic, please refer to the Circuit Breaker section in this manual.

The heating system should be capable of producing and maintaining temperatures according to ASHRAE Standards. Please refer to the Quality Standards section of this manual for the acceptable tolerances.

Insulation

Insulating is the process by which an inert, fire resistant material is applied to walls and ceilings of a structure to act as a barrier which creates a resistance to heat loss (R-value). Insulation produces a more controlled interior climate within your home and conserves energy usage. A secondary function of insulation is to provide a vapor barrier to restrict the infiltration of moisture through the walls. The insulation in your home has been installed in accordance with the applicable energy and building code requirements at the time of construction. If the Owner wishes to install more insulation contact an insulation contractor before doing so. Take special care not to restrict the existing ventilation system.

The system of electric outlet boxes in exterior walls produces an air flow passage where some cold air infiltration can be drawn through the outlets into the home under most heating circumstances, since the exterior air pressure is higher than interior air pressure. This problem is virtually uncontrollable, as are certain condensation problems that can result from the many vents and openings that do exist in the home under normal construction. The Builder has taken steps to minimize such openings during the construction process. For additional discussion on this topic, please refer to the Condensation section in this manual.

Landscaping

Builder has installed your landscaping under the prescribed accepted practices of the area. Builder is not responsible after you take possession of your home for the failure of landscaping materials arising as a result of the Owner having failed to properly care for the same. In planning and installing planting beds, all shrubs and trees should be kept clear of the house. Also one must be careful not to interfere with the drainage system. Be sure that planting beds are graded/sloping away from and not towards your foundation wall. Also be sure that the planting beds do not prohibit the flow or drainage pattern of any swales. Be sure not to raise the level of soil around your foundation above the existing water proofing or damp proofing height of the foundation walls. Soil mounded against this exposed foundation wall area may cause foundation leaks.

Settlement of a minor nature is almost certain to occur over some areas of new lawns. We suggest that you pay particular attention to this problem if your home was built during the fall or winter. The ground does not have a chance to settle until the spring thaw. Such settlement could direct excessive runoff toward the foundation, causing leaks. Upon request of the Owner, the Builder will supply soil once during the one year warranty period, for the Owner to fill such settled areas. After that it becomes an Owner maintenance responsibility.

SEED AND SOD

If sod or lawn seeding are included in the contractual agreement, the following should be considered for best results.

Although the sod, when laid, is of good quality and healthy, it will require care and attention. Fertilization, immediately after the laying of sod, will help. However, be sure not to make the mistake of over-fertilizing, or using the wrong formula fertilizer. If you have a question, contact your installer for their recommendations.

Frequent - even daily - watering by the Owner during the first few weeks after an area has been sodded or seeded is essential. When watering your lawn, avoid the sprinkling of water directly against the house.

This can cause what appears to be a foundation leak. Once the grass has “taken,” weekly watering is usually adequate if you water during the growing season. Shallow watering results in a shallow root system and makes the lawn susceptible to “burning.” For the same reason, grass should not be cut too short; a 2½ to 3” height is recommended. Annual fertilizing and weed control are also recommended.

Due to ground disturbances which are inherent during construction process, the Builder does not warrant the life of any existing trees or plants on the premises.

Louvers and Vents

Vents and/or louvers must be provided for proper ventilation of a home in accordance with local regulations. Attic vents and louvers should not leak. However, infiltration of wind-driven rain and snow are not leaks and are beyond the control of the Builder.

Do not close off or obstruct louvers and vents so as to prevent them from properly ventilating your house. It is advisable to check your attic after a severe storm. This is considered an Owner maintenance item and is not the responsibility of the Builder. For additional discussion on this topic, please refer to the Attic section of this manual.

Paint/Stain

INTERIOR PAINTING

Walls are usually painted with a flat latex wall paint and should be touched up with matching paint rather than wiped with a wet sponge. Some interior woodwork, as well as some bathrooms and kitchen walls may have been painted with semi-gloss paint. These areas may be wiped down with a soft sponge and soapy water. Spackle or joint compound may be used to cover any small defects prior to paint touch-up.

When doing paint touch-ups, use a small brush, applying paint only to the spot needing attention. Touch-ups will sometimes be visible. Paint will be applied in a manner sufficient to visually cover wall and trim surfaces. The Builder will touch up paint if noted on the Final Inspection. The Owner will be responsible for all subsequent touch-ups unless provided as part of another warranty repair.

The Builder warrants that finishes on interior woodwork will not deteriorate during the one year warranty period. Any areas that must be repaired will be matched as closely as possible.

Due to the characteristics of wood, color variation will result when stain is applied to interior woodwork. There will be no repair or replacements because of such color variations.

EXTERIOR PAINTING

Check the painted/stained surfaces of your home’s exterior annually. If you repaint before there is much chipping or wearing away of the original finish, you will save the cost of extensive surface preparation. It is a wise maintenance policy to plan on refinishing the exterior surface of your home approximately every three years or as often as your paint manufacturer suggests for your area and climate. The chemical structure of the paint used on the exterior is governed by the climatic conditions. Over a period of time, this finish will fade and dull a bit.

Excessive humidity may create mildew or fungus on painted surfaces. This is a condition the Builder cannot control and is an Owner maintenance item. Do not allow sprinklers to spray water on the exterior walls of your home. This can cause blistering, peeling, splintering and other damage to the home.

The Builder warrants that exterior paint or stain will not fail (peel or deteriorate) during the one year warranty period. The Builder shall properly prepare and re-coat the affected areas, matching the color as closely as possible. For additional discussion on this topic, please refer to the Sealant section of this manual.

Painted Woodwork

Flaws, imperfections and separations in painted woodwork are more common and noticeable than in stained woodwork. The Builder shall be responsible to repair, fill, or touch up any trim or molding one time during the one year warranty period where the flaws, imperfections or separations exceed the tolerances as set forth in the Quality Standards section of this manual.

Plumbing System

Your new home has been equipped with a modern, well-engineered plumbing system to provide you with a long period of use, given care. Any question regarding its operation should be referred to the plumbing contractor.

INTAKE VALVES

All members of your household should become familiar with the various water intake valves in your plumbing system. Intake valves for toilets are usually under the water chamber. Those for sinks are usually under the sink, while the main intake valve is usually near the point at which the water enters the house.

MINOR LEAKS

The Builder warrants that there will not be any leakage from any piping during the one year warranty period. Condensation on piping and/or fixtures does not constitute leakage and is not covered.

The Builder shall repair or replace a leaking faucet or valve during the one year warranty period. The Builder also assures you that all fixtures, appliances, or fittings shall comply with the manufacturer's standards.

MAJOR LEAKS

If a major plumbing leak occurs the first step is to turn off the supply of water to the area involved. This may mean shutting off the water to the entire home. Then contact the plumbing contractor.

Changes in temperature or the flow of the water itself will cause some noises in the pipes. This is normal and requires no repair. Consistent "water hammer" will be repaired. Temperature variations should be expected if water is being used in more than one location. Hot water will take a bit longer to reach fixtures that are located a long distance from the water heater.

Keep all grease, fat and similar wastes, especially petroleum products, out of your plumbing system. Such materials tend to accumulate in the piping, reducing its efficiency. In addition, continuous or large-scale usage of this kind can affect municipal or private sewage treatment systems.

The Builder is not responsible for sewers, fixtures and drains which are clogged through the Owner's negligence. If a problem occurs, the Owner should consult the Builder for a proper course of action. Where defective construction is shown to be the cause, the Builder shall be responsible to correct the same; where Owner negligence is shown to be the cause, the Owner shall be responsible for the same.

During the one year warranty period, all service connections to municipal water main and private water supply are the Builder's responsibility. Private systems shall be designed and installed in accordance with all approved building, plumbing and health codes. If conditions beyond the Builder's control disrupt or eliminate the sources of the supply, or discharge, then it would not be the Builder's responsibility to repair or remedy the same. The Builder is not responsible for community or municipality water pressure.

FROZEN PIPES

Drain, waste, vent or waterpipes should be adequately protected as required by applicable code, during normally anticipated cold weather. To prevent pipes from freezing, never leave a house unheated during cold weather. During an extended period of severe cold, provide at least a little heat for unused rooms and baths that are not generally heated. If your crawl space has ventilation louvers to the exterior, they should be closed during winter months.

If a pipe should freeze, proper defrosting may prevent damage. The pipe must be thawed slowly to prevent the formation of steam, which could cause it to burst. You should first restore heat to the affected part of the house. A frozen pipe is most likely to be on an outside wall exposed to winter winds. Open all faucets connected to the lines so that steam can escape if any forms during thawing. Begin the thaw at the frozen point nearest the faucet.

If a plumbing leak, caused by a warranted item, results in drywall or floor covering damage, this will be repaired matching the original condition and finish as closely as possible. No adjustments will be made for secondary or incidental damages (i.e., wallpaper, drapes, personal belongings, etc.). Homeowner insurance should cover these items; if it does not, they are the responsibility of the Owner.

Quarried Marble Tile

Quarried marble tile is a natural rock product and as a result there are many uncontrollable conditions that may exist before and after the installation of this material. The finish will vary in color, sheen, shading, veining and or "marbleization".

The tiles will vary in size slightly from the designated measurement. There are also variances in the thickness of each tile that may result in an uneven surface. Some tiles may be "higher" than others, a condition especially noticeable on floor installations.

Marble is not a fire glazed product as are most ceramic tiles. The surface is softer and therefore susceptible to scratches or nicks. You may notice existing scratches which are unavoidable due to the packing, installation and grouting processes. This is normal and not considered a defect.

As marble is processed, it may have some areas on the surface that have been filled. This filler is not a defect and may exist in your finished home.

Extreme caution should be used when moving furniture across floors finished with quarried marble tile.

Please refer to the section on Ceramic Tile in this manual for use, care, Owner's and Builder's responsibilities for quarried marble tile.

This section also applies to other similar or natural materials, however wider grout joints are acceptable for other similar materials. Refer to Finished Flooring in the Quality Standards section of this manual for acceptable tolerances.

Roofing

The roofing material on your home is most likely asphalt composition. While this material will provide many years of service and weather protection for your home, a few reminders on the maintenance of your roof could save a great deal of expense and discomfort in the future.

After severe acts of nature, a visual inspection of the roof for damage should be performed. Have this done by a qualified professional and notify your homeowner insurance company if damage is noted.

Maintain the gutters and downspouts so that they are free of debris and able to quickly and efficiently drain precipitation from the roof. Tree leaves, pine needles, etc., should be cleaned off the roof prior to each year's rainy season to prevent the debris from plugging up the gutters and downspouts.

Roofs or flashing should not leak under normal conditions, except where cause is determined to result from ice build up or Owner action or negligence, or except where the cause is determined to result from severe weather conditions such as high winds. The Builder will repair any verified roof or flashing leaks during the one year warranty period not caused by extreme weather or Owner action or negligence.

Please note where a roof repair is required, it will only be made when the roof is dry. It is impossible for manufacturers to avoid differences in color shades even with the same factory run of the same color of shingle. Shading of asphalt roofing is normal and unavoidable and does not affect durability and is not the Builder's responsibility. Thus, when a roof repair is undertaken, the Builder is not responsible for color variations and is to match the affected areas only as closely as possible. Any complaints regarding variation should be directed to the manufacturer.

There is a limited manufacturer's warranty on roof shingles. This warranty is for material only and is pro-rated by the manufacturer over the period of the lifetime of your roof. Warranty claims for any defects in material will be investigated by the manufacturer.

Most roof shingles are not waterproof. Shingles are meant to shed water down their overlapping courses into gutters or off the roof overhang. Erratic weather conditions can cause a buildup of water from the melting of snow or ice dams formed either on the roof or in gutters and downspouts. This water backs up under the shingles as it freezes, and eventually seeps through the roof as it thaws, causing a temporary leaking condition.

Ice and snow build up on roofs and in eaves is likely to occur during long cold spells. Prevention of ice build up is an Owner maintenance item for which the Builder assumes no responsibility. Although roofs with a shallow pitch are more susceptible to this phenomenon than are steeply pitched roofs, no conventional home is completely immune to the problem. Water should drain from a flat roof except for minor ponding following rainfall or when the roof is specifically designed to water retention. Builder will take corrective action to assure proper drainage.

Please refer to Quality Standards section of this manual for the acceptable tolerances.

Sanitary Sewers

All precautionary measures have been taken to insure a minimum of clogging of sewers in your home. Care should be observed to avoid disposal of heavy tissue, sanitary napkins and other materials into plumbing fixtures, in order to minimize the possibility of clogging the sewer.

The Builder assumes no responsibility of repairing clogged sewers due to Owner induced problems, or issues arising outside of the Builder's control, such as failure of the public sewer system itself.

Make a special note of the location of your sewer cleanouts. It is possible to carpet or landscape over them; be certain you know their location.

Sealants

Joints and cracks in exterior wall surfaces and around openings should be properly caulked to exclude the entry of water. Builder should repair and/or caulk joints or cracks in exterior wall surfaces as required to correct deficiencies once during the one year warranty period. Even properly installed caulking will shrink and must be maintained regularly by the Owner during the entire life of a home.

Security Systems

Although security systems are installed to work autonomously, you should regularly (a) check that the alarm and circuits are in working order and (b) inspect sensors one by one. Consult your instruction manual on how to inspect the sensors and batteries.

Septic Tanks/Aeration Systems

All septic tank and aeration system installations must meet local health code standards. With proper care and attention, these systems will serve as satisfactorily as sewers.

SEPTIC TANKS

Learn the location of the septic tank and its leaching field. For best results, inspect it annually. The frequency with which a septic tank should be cleaned depends on its size, daily sewage intake, and the number of people it serves.

Unless the tank is large enough to accommodate additional wastes, the use of a garbage disposal will require more frequent cleaning. With ordinary use and care the tank will probably need cleaning every 2 years. The Owners are responsible to monitor and fill with dirt any settled trenches of the leaching field and around the septic tank to prevent premature saturation of the system due to excess surface water entry.

Upon request of the Owner, the Builder will supply soil once during the one year warranty period, for the Owner to fill such settled areas. After that it becomes an Owner maintenance responsibility.

AERATION SYSTEM

Learn the location of the aeration system and its discharge pipe. You should contact the distributor of the aeration system through your Builder and set up a maintenance schedule with them.

The Owner shall be responsible for septic tank, leaching field and aeration system maintenance.

The Builder shall not be responsible for malfunctions which occur through Owner negligence or abuse and from conditions that are beyond his control such as freezing, soil saturation, an increase in the water table or excessive use.

If the local Board of Health concedes that the original system was built according to their recommendations and specifications, any necessitated changes will be at the Owner's expense.

Smoke Detectors

Your home is equipped with smoke detectors. Certain basic procedures will ensure that they function properly in an emergency. Follow the manufacturer's recommendations for periodic maintenance.

Termites

Termites and other wood destroying insects are easier to bar from a new house than to exterminate from an old one. You should conduct your own inspection in the spring of each year. Look for possible remains or debris from these insects. Search the sides of foundation walls and piers for the earthen tubes that termites build to reach the wood above the foundation. Use the blade of a knife to test wood for soundness. If you suspect the presence of termites, consult a professional exterminator.

Toilets

Never flush down the toilet materials such as heavy tissue, sanitary napkins, and other bulky materials. Such waste stops up the toilet and sanitary sewer lines.

LEAKS

Most toilets have a water chamber, flush valve, overflow pipe, float, and ball valve. If the water chamber appears to leak, the water may only be condensation forming on the outside of the tank and dripping to the floor.

Builder will not be responsible for after market sanitizing or water saving products.

Trim and Moldings

Trim and moldings may separate and leave a small space between the molding and adjacent surfaces. This separation is part of the normal process of settling and shrinking in your home. The Builder will be responsible to repair or correct any such separations one time during the one year warranty period on installed trim and moldings that exceed the tolerances as listed in Quality Standards section in this manual. If a small separation occurs that is within the performance standards, it can be filled by the Homeowner with caulk or color putty available at all paint stores.

Wallcoverings

If the Builder installs the wall coverings of your home, the Builder shall be responsible to correct on a one time basis during the one year warranty period, any peeling of the same. In the event a patch or repair is necessary during the one year warranty period, the Builder shall use reasonable efforts to make such patch or repair in a manner which will match as closely as possible with the existing wall coverage. However, the Builder shall not be responsible for discontinued patterns, edge mismatching or variances arising from dye lot differences.

If the Owner installs the wallcoverings, the Builder shall not be responsible to patch, repair or replace the same. Further, prior to installing the same, Owner should inspect the surface of the wall, and by installing the same the Owner is by such action accepting the surface of such wall as satisfactory.

Water Heaters

All water heaters (whether gas or electric) have a control mechanism to govern water temperature. The dial should be set at 120°F or lower. Your household's individual preference should determine the hot water temperature. The lower the temperature setting, the less fuel you will use, which could produce considerable savings on your utility bills.

TEMPERATURE AND PRESSURE RELIEF VALVE

Every 12 months you should check the temperature and pressure relief valve on your water heater to be sure the lever works properly. This valve would prevent a dangerous increase in water temperature and pressure if the thermostat should fail to operate properly.

Water heaters normally collect small quantities of scale and dirty water. Owner should refer to the manufacturer's warranty booklet for proper maintenance and relighting instructions.

Weatherstripping

Some air infiltration around doors and windows is sometimes noticeable, especially during high winds. The Builder is responsible to adjust or correct open cracks, poorly fitted doors, and windows, or poorly fitted weatherstripping during the one year warranty period. The Builder has no responsibility if weatherstripping is torn or separated due to the Owner's misuse or negligence, or unless the same is noted on the Final Inspection.

WINDOWS, GLASS, SKYLIGHTS AND SCREENS

Your windows and skylights may be framed in a wide variety of materials including aluminum, wood, solid vinyl and clad wood. Wood frames should be painted whenever the house trim on the house is painted, which should be undertaken at the first sign of finish deterioration. Aluminum, vinyl, and clad wood do not need painting.

During heavy rains water may collect in the bottom channel of some types of window frames. Weep holes are provided to allow excess water to escape to the outside. Keep the bottom window channels and weep holes free of dirt and debris for proper operation. Windows and skylights may collect condensation on interior surfaces when extreme temperature difference and high humidity levels are present. For additional discussion on this topic, please refer to the Condensation section of this manual.

Any broken or scratched glass not reported to the Builder on the Final Walk-through Inspection is the Owner's responsibility. Be sure to make note of any broken glass prior to occupancy. Insulated glass is warranted by the manufacturer. In the event fogging between the glass develops, contact the Builder. The Builder's responsibility is limited to putting the Owner in contact with the supplier.

The Builder is responsible to assure that the windows will operate, and latches will perform with reasonable ease as designed during the one year warranty period. You may experience slight drafts around windows during high winds. Check the weatherstripping and/or caulking for maintenance.

Winterizing Your Home

When the weather forecasts call for sub-zero temperatures with heavy wind, some problems might be created. If you follow the steps listed below, you should minimize any problems. You must understand, extraordinary weather conditions, and their results, are not the responsibility of your Builder.

The following simple actions or procedures can help to avoid any problems during severe winter weather.

1. Remove all garden hoses from the exterior faucets.
2. Make sure the fireplace damper is closed when not in use.
3. Keep the garage doors closed when not in use.
4. Open any cabinet or vanity doors which are located on exterior walls.
5. Keep a slow stream of water running from faucets, tub and shower valves, especially those located on exterior walls.
6. Make sure all windows are latched.
7. Make sure all exterior door thresholds have been adjusted up against the bottom of the door.
8. Close all crawl space vents on the exterior walls which your home may have and/ or cover them with insulation.
9. Make sure your exterior heat pump and/or the exhaust and intake vent pipes of your high-efficient furnace and hot water tank are free from the accumulation of ice and snow.
10. Make sure you remove any ice-dams which may form on the roof promptly.
11. Purchase cat litter or sand to have on hand for sprinkling on ice that has accumulated on your concrete driveways, walks and steps. Do not use salt in any form on your concrete.

** Freeze-ups or damage caused by other natural causes such as high winds, extreme cold, earthquakes or other Acts of God should be reported to your insurance company.

Emergency Service

Emergency as defined by this warranty includes:

1. Total loss of heat
2. Total loss of electricity
3. Total loss of water
4. Plumbing leak that requires the entire water supply be shut off
5. Total sewer stoppage
6. Any situation that endangers the occupants of the home

Performance Criteria Specific to Remodel Projects

As you remodel your home, keep the following items in mind:

- Foundation may be partially out of level and or constructed non-parallel to existing walls in order for addition to be constructed square.
- Walls, in order to match existing walls, new walls, floors and ceilings may be constructed out of plumb or level.
- Window and head height can vary between old and new areas to match existing head height.
- Doors and windows may be installed out of plumb, or plane depending on existing conditions.
- Siding – Coursing may not match, nor be level
- Due to structural alterations that are often involved in remodeling, some movement in the existing structure may be anticipated. Affected areas may be in the floors walls and ceiling adjacent the remodel. Such things as, tile cracks, hardwood separation, drywall cracks, woodwork joinery separations may result. Drywall cracks and displacement up to an 1/8" may be acceptable and may be repaired at the homeowners expense.

For remodel projects that involve performing work within existing structures or connecting newly constructed improvements to the existing structure(s) the following special considerations shall be applicable.

Exterior Finishes

Remodeler will use commercially reasonable efforts to match new exterior finishes to existing exterior finishes to the extent the same is requested by homeowner as part of the project documents, but homeowner is advised that exact matches of color and material between new construction and existing construction is not possible, nor is it required.

Roofing

In instances where roof lines are extended, Remodeler will use commercially reasonable efforts to match new exterior materials to the existing exterior materials to the extent the same is requested by the homeowner as part of the project documents, but homeowner is advised that exact matches of color and materials between new construction and existing construction is not possible, nor is it required.

Flooring

In instances where existing flooring is connected to new flooring, Remodeler will use commercially reasonable efforts to: (a) match the new products to the existing products to the extent the same is requested by homeowner as part of the project documents, and (b) maintain a level finish with minimal deflection at the point of connection, but homeowner is advised that exact matches of color and materials between the new materials and existing materials is not possible, nor is it required, and depending on the nature of the existing flooring, the new flooring may not be level, and the point of connection may have vertical displacement in excess of the standard for new construction.

Interior Finishes

Remodeler will use commercially reasonable efforts to match new interior finishes to existing interior finishes to the extent the same is requested by homeowner as part of the project documents, but homeowner is advised that exact matches of color and materials between new construction and existing construction is not possible, nor is it required.

Heating and Cooling

Remodeler will use commercially reasonable efforts to use and connect existing heating and cooling runs to newly installed runs if requested by homeowner as part of the project documents. Homeowner is advised that depending on the existing HVAC's capacity and design that the effectiveness of the newly installed runs may be less effective than if an entirely new system were designed and installed, and accordingly the standards for evaluating the same is subject to exception.

Humidity control. Relative humidity and differences in humidity levels through out the house will have an impact on the performance and health of the home. Levels below 30% can lead to shrinking of natural materials resulting in flooring gaps, trip joint gaps etc. Levels about 60% can cause materials to expand and warp. These levels can further promote microbial growth such as mold etc. Rarely is excess humidity in the home the result of bulk water intrusion. Typical causes are environment and normal user induced activities such showering, cooking etc. Your HVAC system may have capability to humidify and dehumidify your home as required, however it is the homeowner responsibility to monitor levels and manage the use of the system.

Grievance Procedure

The Building Industry Association of Central Ohio (BIA) encourages all Builders and Owners to resolve any disputes in an orderly and timely fashion. The Owner should notify the Builder of any complaints in writing and allow a reasonable period for the Builder to respond.

If a dispute cannot be resolved, the complaining party can write to the BIA and include the following information: the name and address of the Owner and the Builder, the age of the home, and the nature of the complaint.

The BIA will write urging the Builder to settle the dispute.

If the dispute has not been settled, the Owner may pay a fee and register for a Dispute Settlement Hearing through the BIA's Professional Standards Committee, providing facts underlying the dispute meet the then existing criteria for such hearing. Generally speaking, the following conditions exist:

- The home has been occupied for one year or less.
- The Builder is a current member of the BIA.
- The complaint concerns construction defects, not contractual disputes (i.e., the Committee will review elements of construction of the home to determine whether the same were completed with the Quality Standards as set forth herein; the Committee will not make determinations regarding whether or not payments are or are not due, or whether or not promises outside of any written contract [and addendums] were or were not made).
- The Committee will not hear matters (and will discontinue any pending actions) if litigation has been initiated or is pending between the parties.

Once a Hearing is scheduled, the BIA's Professional Standards Committee will meet with the Owner and Builder to inspect the home and report its findings. The hearing is limited to issues listed in the written Dispute Settlement Hearing registration form.

After the hearing, the BIA's Professional Standards Committee will notify both the Owner and the Builder of its decision in the case. If the decision calls for repairs by the Builder, the Committee will name a deadline for the repairs. If the Builder fails to comply with the decision, the Builder's membership in the BIA may be suspended or revoked.

BIA Quality Standards

Minimum performance criteria for acceptable workmanship of BIA Builder and Remodeler Members. Possible deficiency is listed in bold and the minimum standard is listed below.

I. Site Work

A. Site Drainage

1. Improper drainage of site.

Minimum performance criteria for acceptable workmanship of BIA Builder and Remodeler Members. Possible deficiency is listed in bold and the minimum standard is listed below.

B. Site Grading

1. Settling of ground around the foundation walls, utility trenches or other areas.

If Builder has provided final grading: upon request from the Owner, the Builder will supply soil once during the one year warranty period, for the Owner to fill such settled areas. The Owner shall be responsible for the removal and replacement of shrubs, seeding and landscaping affected by the placement of such fill. It is further the responsibility of the Owner to maintain a positive grade/slope away from the house, at all times. The positive grade should slope away from the house at a minimum rate of 1/2 to 1 inch per foot for a distance of 6 to 10 feet or as governed by applicable building codes.

II. Concrete and Masonry

A. Cast-in-Place Concrete

1. Foundation is out of level.

Foundation variance shall not exceed 1/2 inch out of level in 15 feet, with no ridge or depression in excess of 1/4 inch within any 32 inch measurement. Foundation walls should not be more than 1 1/2 inch out of level over the entire surface.

2. Foundation is out of square.

Foundation walls shall not vary more than 1/2 inch out of square when measured along the diagonal of a 6 foot x 8 foot x 10 foot triangle at any corner.

3. Foundation wall cracks (horizontal or vertical face separation).

Cracks greater than 1/8 inch in width or 1/8 inch in vertical displacement are unacceptable.

4. Cracking of attached garage slab, exterior service walks or driveway.

Cracks in garage slabs and in exterior service walks in excess of 1/4 inch in width or 1/4 inch in vertical displacement are unacceptable.

5. Settling, heaving, or separation of attached stoops, steps or garage floors.

Stoops, steps or garage floors shall not settle, heave or separate in excess of 1/2 inch from the house structure.

6. Water standing on stoops and porches.

No measurable water depth exceeding 1/4 inch is permissible on stoops or porches.

7. Uneven concrete floors or slabs.

Except for basement floors or where a floor or portion of a 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.

8. Basement leaks.

Leaks resulting in the actual trickling of water are unacceptable. The failure to maintain a positive grade/slope away from the foundation walls can cause or contribute to dampness and/or leaks, however, dampness is not considered a deficiency.

9. Cracking of basement floor.

Cracks exceeding 3/16 inch in width or 1/8 inch in vertical displacement are unacceptable.

B. Unit Masonry (Cement Block)

1. Foundation is out of level.

Same as standard II A 1.

2. Foundation is out of square.

Same as standard II A 2.

3. Foundation wall cracks (horizontal or vertical face separation).

Same as standard II A 3.

4. Basement leaks.

Same as standard II A 8.

5. Cracks in unit masonry walls or veneer.

Cracks in excess of 3/8 inch are unacceptable.

6. Chimney separation from structure to which it is attached.

Separation shall not exceed 1/2 inch in a 10 foot measurement from the main structure.

C. Stucco

1. Cracks in exterior stucco wall surfaces.

Cracks greater than 1/8 inch in width are unacceptable.

2. Cracking between existing and new stucco.

Crack between existing and new stucco greater than 1/8 inch in width are unacceptable.

III. Carpentry

A. Rough Carpentry

1. Floor system out of level.

Same as Standard II A 1.

2. Floor system is out of square.

Same as standard II A 2.

3. Uneven wood floors.

Floors shall have no more than 1/4 inch ridge or depression within any 32 inch measurement. Allowable floor and ceiling deflections are governed by the applicable building code.

4. Walls are bowed .

Walls shall bow no more than 1/4 inch within any 32 inch horizontal or vertical measurement..

5. Walls are out of plumb.

Walls shall not be more than 1/4 inch out of plumb for any 32 inch vertical measurement.

6. Walls are out of square.

Same as standard II A 2.

7. Doors and windows are out of square.

Doors and windows shall be installed level, plumb in both directions and squarely into the opening, with no more than 1/4 inch in 4 feet deviation in any direction.

8. Roof is wavy from bowed sheathing.

Roof sheathing shall not bow more than 1/2 inch in 2 feet.

B. Exterior Trim

1. Poor quality of exterior trim workmanship.

Joints between differing exterior trim elements, including siding and masonry, shall not result in open joints exceeding 3/8 inch.

2. Siding end gaps are visible.

End gaps wider than 1/8 inch are unacceptable.

3. Siding is bowed.

Bows between studs exceeding 3/16 inch in 16 inches or 1/4 inch in 24 inches are unacceptable.

4. Twisted, cupped or split exterior trim boards.

Exterior trim boards shall not be installed twisted in excess of 5/16 inch in 8 feet, cupped more than 1/16 inch in 5 1/2 inches or split more than 1/8 inch at any point. (Exterior deck boards excepted.)

5. Siding is not installed on a straight line.

Siding shall be installed within 1/2 inch of level within 10 feet and not more than 1/4 inch off parallel with contiguous courses.

6. Joints between siding have separated.

Joint separations exceeding 1/8 inch are unacceptable.

7. Siding is buckled.

Siding that projects more than 3/16 inch from the face of adjacent siding is unacceptable.

8. Siding nailed improperly.

Siding shall be nailed according to manufacturer's recommendations.

C. Interior Trim

1. Poor quality of interior trim workmanship.

Joints in moldings or between molding and adjacent surfaces shall not exceed 1/8 inch in width.

2. Trim or molding miter edges do not meet.

Gaps between miter edges in interior trim and molding shall not exceed 1/8 inch.

3. Interior trim is split.

Splits in interior trim are unacceptable if they exceed 1/8 inch in width and 1 inch in length.

4. Interior or exterior wood doors are warped.

Interior or exterior wood doors shall not exceed the National Wood Window and Door Association Standard of 1/4 inch measured diagonally from corner to corner.

5. Insert panels of interior or exterior wood doors shrink and expose raw unstained or unpainted edges.

It is common for the insert panels of wood doors to shrink and to expand exposing raw edges. This is not considered a deficiency.

6. Window check rails are not even or flush.

Rails shall not exceed 3/16 inch.

7. Cracks exist between interior stair parts.

Cracks between interior stair parts shall not exceed 1/8 inch in width.

D. Cabinetry

1. Cabinets do not meet ceiling or walls.

Gaps in excess of 1/4 inch are unacceptable.

2. Cabinets do not line up with each other.

Cabinet faces more than 1/16 inch out of line and cabinet corners more than 1/8 inch out of line are unacceptable.

3. Cabinet is warped.

Cabinet warpage shall not exceed 1/4 inch as measured from the face frame to the point of furthest warpage, with the door or drawer front in the closed position.

4. Counter tops are not level.

Counter tops shall be no more than 1/4 inch in 8 feet out of level and no more than 1/4 inch out of level front to rear.

5. Seams in plastic laminated tops show.

Seams in plastic laminated tops shall not exceed 1/16 inch.

IV. Heating and Cooling

A. Heating

1. **The heating system is inadequate.**

The heating system shall be capable of producing an inside temperature of 70 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor under local, outdoor winter design conditions as specified in the ASHRAE Handbook: Fundamentals. On extremely cold days, a 5 to 6 degree difference between the actual inside temperature and the thermostat setting is acceptable. It is acceptable for rooms to vary in temperature by 3 to 4 degrees. The Owner is responsible for minor adjustments such as balancing dampers and registers and for changing the filter as recommended by the manufacturer.

B. Cooling

1. **The cooling system is inadequate.**

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 the ASHRAE Handbook: Fundamentals. In case of the outside temperature exceeding 95 degrees Fahrenheit, a differential of 15 degrees Fahrenheit from the outside temperature will be maintained. It is acceptable for rooms to vary in temperature by 3 to 4 degrees. The Owner is responsible for minor adjustments such as balancing dampers and registers and for changing the filter as recommended by the manufacturer.

V. Interior Finishes

A. Drywall

1. **Cracks, nail pops and blisters in the tape.**

Cracks exceeding 1/8 inch in width, visible nail pops and blisters in the tape are considered unacceptable.

B. Finished Flooring

1. **Separations developing between hardwood flooring.**

Separation in excess of 1/8 inch in width are unacceptable in standard 2 1/4 inch wide hardwood flooring, and separation can be greater when wider boards are used.

2. **Depressions or ridges appear in the resilient flooring due to sub-floor irregularities.**

Readily apparent depressions or ridges exceeding 1/8 inch shall be repaired. The ridge or depression measurement is taken and the gap created at one end of a 6 inch straightedge placed over the depression or ridge with 3 inches of the straightedge on one side of the defect held tightly to the floor.

3. **Seams or shrinkage gaps show at resilient flooring joints.**

Gaps shall not exceed 1/16 inch in width in resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch is acceptable.

4. **Grout joints in quarried marble tile floors are unequal.**

Grout joints between marble tiles may vary from 1/16 inch to 1/4 inch due to variations in the tiles.

VI. Roofing and Ventilation

A. Roofing

1. Roof shingles are not installed straight.

Standard: The corners of individual shingles shall be no more than a total of 1/4 inch off the horizontal line of shingles and these horizontal lines shall be no more than 1/2 inch out of parallel in 10 feet. Individual shingle tabs shall be no more than 1/2 inch off the vertical line of the shingle tabs in either direction.

2. Roof shingles do not overhang the edges of the roof or hang too far over the edges of the roof.

Roof shingles shall overhang roof edges by not less than 1/4 inch, and not more than 1 1/4 inches.

B. Ventilation

1. Inadequate ventilation of attics and crawl spaces.

Attics and crawl spaces shall be ventilated as required by the applicable building codes. The net free ventilating area shall be not less than 1 to 150 of the area of the space ventilated except that the area may be 1 to 300, provided at least 50 percent of the required ventilating area is provided by ventilators located in the upper portion of the space to be ventilated at least 3 feet above the eave or cornice vents with the balance of the required ventilation provided by the eave or cornice vents.

VII. Asphalt

A. Driveways

1. Depression and/or sunken areas in driveway.

Builder is responsible to patch or fill sunken areas which are 2 inches or more in depth.

VIII. Sound Transmission

A. Airborne or Impact

1. Airborne, impact or structure borne sound is permeating common walls and/ or floor/ ceiling assemblies of dwelling units and/or condominium units.

Airborne Sound. Walls, partitions and floor/ceiling assemblies separating dwelling and/or condominium units from each other or from common areas, limited common areas, service areas or public areas shall have a sound transmission class (STC) of not less than 50 (45 if field tested) for air-borne noise when tested in accordance with ASTM E 90.

Structure or Impact Sound. Floor/ceiling assemblies between dwelling and/or condominium units or between a dwelling or condominium unit and a common area, limited common area, service area or public area within the structure or building shall have an impact insulation class (IIC) rating of not less than 50 (45 if field tested) when tested in accordance with ASTM E 492.

[Reference Ohio Building Code Section 1207 – Sound Transmission]

