

The MINNESOTA Warranty

Ten Year Warranty for New Homes



Within 90 days after receiving this Warranty book, you should receive a validation sticker from RWC. If you do not, contact your **Builder** to verify that the forms were properly processed and sent to RWC. You do **not** have a warranty without the validation sticker.

Place validation sticker here.

Warranty is invalid without sticker.

The RWC Limited Warranty displayed on this page is a **SAMPLE** only. The RWC Limited Warranty applicable to your home may differ from the one displayed here. You must consult your validated RWC Limited Warranty book for the terms of coverage that apply to your home.

THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES. TO THE EXTENT PERMITTED BY LAW, THE PURCHASER OF THIS HOME AND ALL SUBSEQUENT PURCHASERS HEREBY WAIVE ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE STATUTORY WARRANTIES THAT THE HOME IS FREE FROM DEFECTS CAUSED BY FAULTY WORKMANSHIP OR DEFECTIVE MATERIALS, THAT THE HOME IS FREE FROM DEFECTS CAUSED BY FAULTY INSTALLATION OF PLUMBING, ELECTRICAL, HEATING, AND COOLING SYSTEMS, AND THAT THE HOME WILL BE FREE FROM DAMAGE TO LOAD-BEARING PORTIONS OF THE DWELLING. THOSE WARRANTIES HAVE BEEN REPLACED BY THIS EXPRESS, INSURANCE-BACKED WARRANTY, WHICH PROVIDES SUBSTANTIALLY THE SAME PROTECTION THAT IS SET FORTH IN MINNESOTA STATUTES CH.327A.

For your Limited Warranty to be in effect, you should receive the following documentation: Limited Warranty #3145 • Application For Warranty form #316 (Refer to Section V.C. for applicability) • Validation Sticker #385 •

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



RESIDENTIAL WARRANTY COMPANY, LLC

5300 Derry Street, Harrisburg, PA 17111-3598 (717) 561-4480

Dear Home Buyer,

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

This Limited Warranty provides you with protection in accordance with this warranty book for ten full years of Home ownership. During the first year, your Builder is responsible for specified warranty obligations. In the unlikely event your Builder is unable or unwilling to perform, the Warranty is provided subject to the conditions, terms and exclusions listed. Your Warranty also includes two years of protection against defects caused by faulty installation of your Home's major systems and ten year major construction defect protection as defined in this book.

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

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

Again, congratulations and enjoy your new Home!

Very truly yours,
**RESIDENTIAL
WARRANTY
COMPANY, LLC**

TABLE OF CONTENTS

Section I. The Limited Warranty	1 - 3
A. Introduction	1
B. What your Limited Warranty Covers	1
C. Responsibilities, Limitations, and Conditions	1
D. What your Limited Warranty Does NOT Cover ... 2 - 3	
Section II. Warranty Standards	4 - 14
A1. Foundations	4 - 5
<i>Basement, Crawl Space, and Slab on Grade</i>	
A2. Framing	5
<i>Ceiling, Floor, Roof, and Wall</i>	
A3. Exterior	6 - 8
<i>Structurally Attached Wood or Composite Decks, Doors, Roofing, Sitework, Structurally Attached Stoop, Porch, Patio, Wall Covering, and Windows</i>	
A4. Interior	8 - 10
<i>Doors, Walls, Ceilings, Surfaces, Finishes and Trim, Floor Covering, and Sub-Flooring</i>	
A5. Mechanical	11
<i>Electrical, Heating and Cooling, and Plumbing</i>	
A6. Specialties	12
<i>Bathroom and Kitchen, Chimney and Fireplace, and Insulation</i>	
B. Systems - Years One and Two	13
<i>Electrical, Heating and Cooling, and Plumbing</i>	
C. 10 Year MCD Coverage	14
Section III. Requesting Warranty Performance ...15- 16	
A. Notice to Warrantor	15
B. How to Notify the Administrator	15
C. Mediation and Inspection	15
D. Arbitration	16
E. Conditions of Warranty Performance	16
Section IV. Provisions that Apply to Warranty	17
Section V. Definitions	17 - 18

Section
I.
The Limited
Warranty

A. INTRODUCTION

1. This book explains what this **Limited Warranty** on your **Home** covers, what it does not cover, how it works, and other details, conditions and limitations that apply. Some of the important terms contained in this **Limited Warranty** are defined in Section V. When reading this **Limited Warranty**, you will recognize the terms that are defined, because these words are in plain bold print, like this. Read this document in its entirety, including its definitions, to understand the protection it provides, the exclusions that apply, your responsibilities, how the **Warranty** is interpreted, and how it operates. If you have questions, you may call RWC at (717) 561-4480.
2. This **Limited Warranty** will automatically transfer to a new **Owner** if you sell your **Home** during the ten (10) year term of the **Limited Warranty**.

B. WHAT YOUR LIMITED WARRANTY COVERS

1. Beginning on the **Effective Date of Warranty**, your **Home** is warranted as follows:
 - a. **During Year One:** Your **Builder** warrants that, for a period of one (1) year, your **Home** will be free from **Defects** caused by faulty workmanship and defective materials due to noncompliance with building standards as described in the **Warranty Standards** of Year One in Section II.
 - b. **During Years One and Two:** Your **Builder** warrants that for a period of two (2) years, your **Home** will be free from **Defects** caused by faulty installation of **Plumbing, Electrical, Heating, and Cooling Systems** as described in Section II.
 - c. **During Years One through Ten:** **Major Construction Defects (MCDs)** are warranted for ten (10) years from the **Effective Date of Warranty**. The **Insurer** is the **Warrantor** for **Major Construction Defects**.

C. RESPONSIBILITIES, LIMITATIONS, AND CONDITIONS

1. You are responsible for regular maintenance of your **Home** and surrounding areas. General and preventative maintenance is required to prolong your **Home's** life.
2. You must establish a written, final walk-through inspection list of items in need of service prior to occupancy or closing, whichever is first. This list must be signed and dated by you and your **Builder**. Keep a copy for your records.

3. *There are no warranties that extend beyond the description contained in this **Limited Warranty**. To the extent permitted by law, all such other warranties, expressed or implied, including, but not limited to, implied warranties of fitness, merchantability, good workmanship and habitability are hereby waived.*
4. You must obtain written authorization from the **Administrator** prior to incurring expenses. Costs incurred for unauthorized repairs to **Warranted Items** are not reimbursable.
5. It is anticipated that your **Builder** will assign to you all manufacturers' warranties on products included in the Final Sales Price of your **Home**. Neither the **Insurer** nor the **Administrator** will be liable for your **Builder's** failure to do so. **Appliances** and similar products and **Equipment** are not covered by this **Limited Warranty**.
6. The **Warrantor** will repair, replace, or pay the reasonable cost of repair or replacement of **Defects**. In the case of a warranted **MCD**, the **Warrantor's** obligation is limited to actions necessary to restore the **MCD** to its loadbearing capacity. The aggregate cost to the **Warrantor** under this **Limited Warranty** shall not exceed the Final Sales Price of the **Home** as listed on the **Application For Warranty** form or as otherwise provided to the **Administrator** by the **Builder** at the time the **Limited Warranty** is validated. The **Warrantor** in all cases shall choose whether to repair, replace, or make payment.
7. Actions taken to cure **Defects** will **NOT** extend the periods of coverage provided in this **Limited Warranty**.
8. If your **Builder** fails to complete any part of the **Home** that is reasonably foreseeable to cause damage to the **Home**, then it is your responsibility to complete such parts of the **Home** to avoid the damage. If you fail to complete the work, then any resulting damage is not covered under this **Limited Warranty**. The warranty period for any item completed after the **Effective Date of Warranty** shall be deemed to have commenced on the **Effective Date of Warranty**.
9. The **Warrantor** is not responsible for matching color, texture, or finish where materials must be replaced or repaired.

Section
I.
The Limited
Warranty
(continued)

D. WHAT YOUR LIMITED WARRANTY DOES NOT COVER

This **Limited Warranty** does **NOT** cover:

1. a. Loss, damage or injury to land, persons, animals, personal property, and improvements or structures, other than **Warranted Items** in the **Home**.
- b. Loss or damage to any item listed as an additional exclusion on the **Application for Warranty** form.
2. Loss or damage which, directly or indirectly, results from or is made worse by the following:
 - a. Insects, birds, vermin, rodents, or wild or domestic animals.
 - b. Use of the **Home** if the **Home** is no longer used primarily as a residence.
 - c. Any condition which is covered by any other insurance or for which compensation is granted by legislation.
 - d. Flood, surface water, waves, tidal water, spray from a body of water (whether or not driven by wind), water that backs up from sewers or drains, changes in the water table which were not reasonably foreseeable, water below the surface of the ground (including water which exerts pressure or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure), wetlands, springs or aquifers.
 - e. Deterioration due to normal wear and tear.
 - f. Material or work supplied by anyone other than your **Builder** or your **Builder's** employees, agents or subcontractors.
 - g. Failure to routinely and properly maintain your **Home** and the property on which your **Home** is located, including failure to provide proper and routine ventilation.
 - h. After year one, **Structurally Attached** decks, balconies, patios, porches, stoops, porch roofs and porticos.
 - i. After year one, elements of the **Home** which are constructed in a way that is separate from foundation walls or other structural elements of the **Home** like, but not limited to, chimneys and concrete floors of basements and attached garages.
 - j. The grading of the property surrounding your **Home** by anyone other than your **Builder** or your **Builder's** employees, agents or subcontractors.
 - k. Erosion.
 - l. Any modification or addition to the **Home** or the property under or around the **Home** made after the **Effective Date of Warranty** (other than changes made in order to meet the obligations of this **Limited Warranty**).
 - m. Water in crawlspaces.
 - n. The weight of a water bed or any other type of furnishing or **Equipment** that exceeds the load-bearing design of the **Home**.
 - o. The presence of radon, formaldehyde, carcinogenic substances or other pollutants and contaminants, or the presence of hazardous or toxic materials within the **Home**.
- p. Acts or omissions by you, your agents, employees, licensees, or invitees; accidents, riots, civil commotion, nuclear hazards, acts of God or nature, fire, explosion, blasting, smoke, water escape, windstorms, tropical storms, hurricanes, hail, lightning, ice, snow, falling trees, aircraft, vehicles, flood, mudslides, sinkholes, mine subsidence, faults, crevices, earthquake, land shock, waves or tremors occurring before, during or after a volcanic eruption, or manmade events such as war, terrorism, or vandalism.
- q. Your failure to minimize or prevent loss or damage in a timely manner.
- r. Improvements not part of the **Home** itself, including, but not limited to: recreational facilities; driveways; walkways; patios, porches and stoops not **Structurally Attached** to the **Home**; decks and balconies which are not bolted to or cantilevered from the **Home**; boundary and/or retaining walls; bulkheads; fences; landscaping, sodding, seeding, shrubs, trees and plantings; subsurface drainage systems (other than footer drains); lawn sprinkler systems; off site improvements, including streets, sidewalks, adjacent property and the like; garages or out buildings (except those which contain a **Heating, Ventilating, and Cooling System, Plumbing System** or **Electrical System** serving the **Home**, and then only to the extent that these systems are affected). A detached garage or out building is one that is constructed on its own foundation separate and apart from the foundation of the **Home**. A breezeway, fence, utility line or similar union between the **Home** and a garage or out building does not cause it to be considered attached.
- s. Negligent operation of the **Home** or its systems by anyone other than your **Builder**, its agents, employees or subcontractors.
- t. The **Water Supply System**, private or public, including volume and pressure of water flow and quality and potability of water.
- u. The **Sewage Disposal System**, private or public, including design.
- v. A swimming pool whether located within or outside the **Home**.
3. Your **Builder's** failure to complete construction of the **Home** or any portion of it, on or before the **Effective Date of Warranty**, or damages arising from such failure. An incomplete item is not considered a **Defect**. (Your **Builder**, however, may be obligated to complete such items under separate agreements between you and your **Builder**.)
4. A deficiency which does not result in actual physical damage or loss to the **Home**.
5. **Consequential Damages**.
6. Violation of applicable building codes or ordinances, unless such violation results in a **Defect** which is otherwise covered under this **Limited Warranty**.

Section
I.
The Limited
Warranty
(continued)

Under such circumstances, the obligation of the **Warrantor** under this **Limited Warranty** shall be only to repair the **Defect**, but not necessarily to restore or bring the **Home** into compliance with the codes or ordinances.

7. A **Defect** that is a subject of a request for warranty performance submitted to the **Administrator** after an unreasonable delay or later than the time stipulated in **Section III.A. NOTICE TO WARRANTOR**.
8. A **Defect** that you repair without prior written authorization of the **Administrator**.
9. The removal and/or replacement of items not covered by this **Limited Warranty**, like landscaping or personal property, and items not originally installed by your **Builder**, like wallpaper, where removal and replacement are required to repair a **Defect**.
10. Wiring, wires and cables that connect the **Home** to communication services like telephone, television, intercom, computer and security systems.
11. The **Water Supply System**, including volume and pressure of water flow.
12. The **Sewage Disposal System**, including design.
13. Any **Defect** consisting of, caused by, contributed to, or aggravated by moisture, dampness, condensation, wet or dry rot, mold, mildew, fungus, rust or heat build-up.
14. Sound transmission and sound proofing.
15. **Appliances** and **Equipment** in your **Home**. The **Appliances** and **Equipment** in your **Home** may be covered by warranties issued by the manufacturers or suppliers, and your **Builder** should pass these warranties on to you at closing. Damage caused by improper maintenance or operation, negligence, or improper service of these items by you or your agent will not be covered under this **Limited Warranty**.
16. After year one, elements of the **Home** which are constructed separate from foundation walls or other structural elements of the **Home** like, but not limited to, chimneys and concrete floors of basements and attached garages.
17. Improvements not part of the **Home** itself, including, but not limited to: recreational facilities; driveways; walkways; patios, porches and stoops not **Structurally Attached** to the **Home**; decks and balconies which are not bolted to or cantilevered from the **Home**; boundary and/or retaining walls; bulkheads; fences; landscaping, sodding, seeding, shrubs, trees and plantings; subsurface drainage systems (other than footer drains); lawn sprinkler systems; off site improvements, including streets, sidewalks, adjacent property and the like; garages or out buildings (except those which contain a **Heating, Ventilating, and Cooling System, Plumbing System** or **Electrical System** serving the **Home**, and then only to the extent that these systems are affected). A detached garage or out building is one that is constructed on its own foundation separate and apart from the foundation of the **Home**. A breezeway, fence, utility line or similar union between the **Home** and a garage or out building does not cause it to be considered attached.
18. A swimming pool whether located within or outside the **Home**.
19. A **Defect**, loss, or damage not reported by you to the **Warrantor** in writing within six (6) months after you discover or should have discovered the **Defect**, loss, or damage.
20. Loss or damage from normal shrinkage caused by drying of the **Home** within acceptable tolerances.
21. Loss or damage due to soil conditions where construction is done upon lands owned by you or obtained by you from a source independent of your **Builder**.
22. The enumeration of the Exclusions above is not intended to be exhaustive of the items that are not covered by this **Limited Warranty**.

**SECTION II.
WARRANTY STANDARDS
A. YEAR 1
COVERAGE ONLY**

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply.

<i>CATEGORY</i>	<i>OBSERVATION</i>	<i>ACTION REQUIRED</i>	<i>COMMENTS</i>
1. FOUNDATIONS			
BASEMENT	<p>1.1 Cracks appear in control joints.</p> <p>1.2 Pit, depression or areas of unevenness in areas designed for living purposes.</p> <p>1.3 Cracks in poured concrete foundation walls.</p> <p>1.4 Cracks in block or veneer wall.</p> <p>1.5 Leaks resulting in actual flow or trickling of water through wall or floor, causing an accumulation.</p> <p>1.6 Disintegration of the concrete floor surface.</p> <p>1.7 Cracks in concrete floor which rupture or significantly impair performance of floor covering.</p> <p>1.8 Cracks in concrete floor of unfinished area (no floor covering) or in areas not designed for living.</p> <p>1.9 Condensation on walls, joists, support columns and other components of basement area.</p>	<p>No action required.</p> <p>Builder will correct those areas in which Defect exceeds 1/4 in. within a 32 in. measurement.</p> <p>Builder will correct any crack which exceeds 1/8 in. in width.</p> <p>Builder will correct cracks which exceed 1/4 in. in width.</p> <p>Builder will correct.</p> <p>Builder will correct disintegrated surfaces caused by improper placement of concrete.</p> <p>Builder will correct so Defect is not readily noticeable when floor covering is in place.</p> <p>Builder will correct cracks which exceed 1/4 in. in width or verticle displacement.</p> <p>No action required.</p>	<p>The expansion/contraction joint is placed to control cracking. This is not a deficiency.</p> <p>In rooms not initially designed as finished living areas or where a floor or a portion of a floor surface has been designed for specific drainage purposes, a slope which exceeds 1/4 in. within a 32 in. measurement is not a deficiency.</p> <p>Shrinkage cracks are common and should be expected. Surface patching and epoxy injections are examples of acceptable repair methods.</p> <p>Some cracks are common through masonry and mortar joints. Cracks 1/4 in. or less are considered routine Owner maintenance.</p> <p>A one-time occurrence may not indicate a Defect. Owner must maintain proper grading around the Home and maintain any surface water control systems installed by Builder. Dampness and condensation are normal conditions and are not covered by this Limited Warranty.</p> <p>Disintegration caused by erosion due to salt, chemicals, implements used and other factors beyond Builder's control is not a warranted deficiency.</p> <p>Minor impressions in floor covering are not considered significant imperfections.</p> <p>Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected.</p> <p>Maintaining adequate ventilation and moisture control is considered Owner maintenance.</p>
CRAWL SPACE	<p>1.10 Cracks in poured concrete foundation walls.</p> <p>1.11 Cracks in block or veneer wall.</p> <p>1.12 Inadequate ventilation.</p>	<p>Builder will correct any crack which exceeds 1/8 in. in width.</p> <p>Builder will correct cracks greater than 1/4 in. in width.</p> <p>Builder will install properly sized louvers or vents.</p>	<p>Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks of 1/8 in. or less are common and should be expected.</p> <p>Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks of 1/4 in. or less are common and should be expected.</p> <p>Maintaining adequate ventilation and moisture control, including seasonal adjustment of vent openings, is considered Owner maintenance.</p>

**SECTION II.
WARRANTY STANDARDS
A. YEAR 1
COVERAGE ONLY**

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply.

CATEGORY	OBSERVATION	ACTION REQUIRED	COMMENTS
1. FOUNDATIONS (CONTINUED)			
CRAWL SPACE (CONTINUED)	1.13 Condensation on walls, joists, support columns and other components of the crawl space area.	No action required.	Maintaining adequate ventilation and moisture control, including seasonal adjustment of vent openings, is considered Owner maintenance.
SLAB ON GRADE	1.14 Cracks appear at control joints.	No action required.	Expansion/contraction joint is placed to control cracking. This is not a deficiency.
	1.15 Pits, depressions or areas of unevenness in areas designed for living purposes.	Builder will correct areas in which Defect exceeds 1/4 in. within a 32 in. measurement.	In rooms not initially designed as finished living areas or where a floor or a portion of a floor surface has been designed for specific drainage purposes, a slope which exceeds 1/4 in. within a 32 in. measurement is acceptable.
	1.16 Disintegration of concrete floor surface.	Builder will correct disintegrated surfaces caused by improper placement of concrete.	Disintegration caused by erosion due to salt, chemicals, implements used and other factors beyond Builder's control is not a warranted deficiency.
	1.17 Crack in concrete floor which ruptures or significantly impairs performance of floor covering.	Builder will correct so Defect is not readily noticeable when floor covering is in place.	Minor impressions in floor covering are not considered significant imperfections.
	1.18 Cracks in attached garage slab.	Builder will correct cracks which exceed 1/4 in. in width or vertical displacement.	Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected.
	1.19 Cracks in concrete floor of unfinished area (no floor covering) or in areas not designed for living.	Builder will correct cracks which exceed 1/4 in. in width or vertical displacement.	Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected.
	1.20 Cracks in visible face of foundation.	Builder will correct cracks in excess of 1/8 in. in width.	Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected.
2. FRAMING			
CEILING	2.1 Uneven ceiling.	Builder will correct if unevenness exceeds 1/4 in. within a 32 in. measurement.	Some minor framing imperfections should be expected.
FLOOR	2.2 High and low areas.	Builder will correct if high or low areas exceed 1/4 in. within a 32 in. measurement.	Some minor framing imperfections should be expected.
	2.3 Floor squeaks.	Builder will correct if caused by a defective joist or improperly installed subfloor.	A squeak-proof floor cannot be guaranteed. Lumber shrinkage as well as temperature and humidity changes may cause squeaks.
ROOF	2.4 Split or warped rafters or trusses.	No action required.	Some splitting and warping is normal and is caused by high temperature effects on lumber.
WALL	2.5 Bow or bulge.	Builder will correct if bow or bulge exceeds 1/4 in. within 32 in. horizontal or vertical measurement.	Minor framing imperfections should be expected.
	2.6 Out-of-plumb.	Builder will correct where out-of-plumb condition exceeds 3/4 in. within 8 ft. vertical measurement.	Minor framing imperfections should be expected.
	2.7 Wall is out-of-square.	No action required.	A wall out-of-square is not a Defect. page 5

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SECTION II.
WARRANTY STANDARDS
A. YEAR 1
COVERAGE ONLY

<i>CATEGORY</i>	<i>OBSERVATION</i>	<i>ACTION REQUIRED</i>	<i>COMMENTS</i>	
3. EXTERIOR				
STRUCTURALLY ATTACHED WOOD OR COMPOSITE DECKS	3.1 Wood twisting, warping or splitting.	Builder will correct only if due to improper installation.	Twisting, warping or splitting of wood deck material is normal due to exposure to the elements. Owner maintenance is required.	
	3.2 Settlement.	Builder will correct slope of deck which exceeds a ratio of 2 in. in a 10 ft. measurement.	Some slope is often provided to allow for water drainage.	
	3.3 Loose railing or post.	Builder will correct if due to improper installation.	Owner maintenance is required.	
DOORS	3.4 Binds, sticks or does not latch.	Builder will correct if caused by faulty workmanship or materials.	Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.	
	3.5 Wood door panel shrinks.	No action required.	Panels will shrink and expand and may expose unfinished surfaces.	
	3.6 Warping.	Builder will correct warping which exceeds 1/4 in., measured vertically, horizontally or diagonally.	Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.	
	3.7 Split in panel.	Builder will correct if split allows the entrance of elements.	Splits which do not allow the entrance of elements are considered normal. Owner maintenance is required.	
	3.8 Separation between door and weather-stripping.	Builder will correct if daylight is visible or if entrance of elements occurs under normal conditions.	Even with properly installed weather stripping, some movement of the door, when closed, may be expected. Owner maintenance is required for minor alterations to adjustable thresholds and other parts of the door.	
	3.9 Screen mesh is torn or damaged.	Builder will correct only if damage is documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.	
	3.10 Overhead garage door fails to operate or allows rain or snow to leak through.	Builder will correct garage doors which do not fit or operate properly.	Some entrance of elements can be expected and is not considered a deficiency. If Owner installs a garage door opener, Builder is not responsible for operation of door.	
	ROOFING	3.11 Roof and roof flashing leaks.	Builder will correct if leak occurs under normal conditions.	No action is required if leak is due to snow or ice buildup, high winds or driving rains. Prevention of snow or ice buildup is the Owner's responsibility.
		3.12 Lifted, torn or curled shingles.	Builder will correct if due to poor installation.	Owner maintenance is required. No Warrantor action required if due to high winds.
		3.13 Inadequate ventilation.	Builder will provide adequate ventilation.	Moisture accumulation in attics which are not adequately vented is a deficiency. Owner is responsible to keep vents clear of obstructions to promote air flow.
3.14 Water stays in gutters.		Builder will correct to limit standing water depth at 1 in.	Owner is responsible for keeping gutters and downspouts clean.	
3.15 Gutter or downspout leaks.		Builder will correct leaks at connections.	Owner is responsible for keeping gutters and downspouts clean. Gutters may overflow during heavy rains.	

**SECTION II.
WARRANTY STANDARDS
A. YEAR 1
COVERAGE ONLY**

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply.

CATEGORY	OBSERVATION	ACTION REQUIRED	COMMENTS
3. EXTERIOR (CONTINUED)			
SITE WORK	3.16 Standing water within 10 ft. of the foundation.	Builder will correct water which stands for more than 24 hours, or more than 48 hours in swales.	Standing water beyond the 10 ft. perimeter of the foundation is not covered by this Limited Warranty. Owner is responsible for establishing and maintaining adequate ground cover.
	3.17 Settling of ground around foundation walls, utility trenches or other filled areas on property where there has been excavation and backfill which affected foundation drainage.	If final grading was performed by Builder, he will replace fill in excessively settled areas only once.	If settlement does not exceed 6 in., it is Owner's responsibility to fill affected areas. The party responsible for establishing the final grade shall provide for positive drainage away from foundation. Owner is responsible for establishing and maintaining adequate ground cover.
STRUCTURALLY ATTACHED STOOP, PORCH & PATIO	3.18 Settlement, heaving or movement.	Builder will correct if movement exceeds 1 in. from the Home for stoops, porches and patios which are structurally attached.	Stoops, porches and patios which are poured separately and simply abut the house are not covered by this Limited Warranty.
	3.19 Concrete splatters on adjacent surfaces.	Builder will correct only if damage is documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
WALL COVERING	3.20 Entrance of elements through separations of siding or trim joints, or separation between trim and surfaces of masonry or siding.	Builder will correct entrance of elements or separations exceeding 3/8 in. by caulking or other methods.	Any separations 3/8 in. or less are considered routine Owner maintenance.
	3.21 Cracks in stucco, cement and plaster surfaces.	Builder will correct cracks which exceed 1/8 in. in width.	Hairline cracks are common.
	3.22 Siding materials deteriorate, delaminate or come loose.	Builder will correct affected area if due to improper workmanship or materials.	Separated, loose or delaminated siding can also be due to improper maintenance. Wavy siding may be due to temperature changes and can be expected.
	3.23 Siding is wavy or has holes.	Builder is responsible only if installed improperly.	Siding can become wavy or fade. Check your manufacturer's warranty on this product for coverage regarding dents, holes, wind specifications, etc.
	3.24 Paint or stain peels or deteriorates.	Builder will correct. If 75% of a particular wall is affected, entire wall will be corrected.	Some fading is normal due to weathering. Mildew and fungus on exterior surfaces are caused by climatic conditions and are considered routine maintenance. Varnish or lacquer deteriorates quickly and is not covered by this Limited Warranty.
	3.25 Paint splatters and smears on other surfaces.	Builder will correct only if damage is documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
	3.26 Faulty application of paint on wall and trim surfaces.	Builder will correct affected area. If greater than 75% of wall or trim piece is affected, entire surface will be corrected.	Some minor imperfections such as overspray, brushmarks, etc., are common and should be expected.
3.27 Knot holes bleed through paint or stain.	Builder will correct affected areas where excessive bleeding of knots appear.	Knot holes will be apparent depending on the quality of material used.	

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply.

SECTION II.
WARRANTY STANDARDS
A. YEAR 1
COVERAGE ONLY

<i>CATEGORY</i>	<i>OBSERVATION</i>	<i>ACTION REQUIRED</i>	<i>COMMENTS</i>
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3. EXTERIOR (CONTINUED)

WALL COVERING (CONTINUED)	3.28 Vent or louver leaks.	Builder will correct if caused by improper installation.	Properly installed louvers or vents may at times allow rain or snow to enter under strong wind conditions and is not a deficiency.
	3.29 Cracks in masonry, veneer, stone, etc.	Builder will correct cracks which exceed 1/4 in. in width.	Some cracks are common through masonry and mortar joints. Cracks 1/4 in. or less are considered routine Owner maintenance.
WINDOWS	3.30 Condensation or frost on interior window surface.	No action required.	Condensation is relative to the quality and type of windows. Temperature differences in high levels of humidity along with individual living habits will cause condensation.
	3.31 Clouding or condensation between panes of glass.	Builder will correct only if damage is documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
	3.32 Glass breakage.	Builder will correct only if damage is documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
	3.33 Excessive drafts and leaks.	Builder will correct poorly fitted windows.	Relative to the quality and type of windows, drafts are sometimes noticeable around windows, especially during high winds. It may be necessary for the Owner to have storm windows installed to provide a satisfactory solution in high wind areas. All caulking materials expand and contract due to temperature variation and dissimilar materials. Maintenance of weather stripping is Owner's responsibility.
	3.34 Difficult to open, close or lock.	Builder will correct.	Windows should open, close and lock with reasonable pressure.

4. INTERIOR

DOORS	4.1 Latch is loose or rattles.	No action required.	Some minor movement should be expected.
	4.2 Binds, sticks or does not latch.	Builder will correct if due to faulty workmanship and materials.	Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.
	4.3 Warping.	Builder will correct warping which exceeds 1/4 in., measured vertically, horizontally or diagonally.	Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.
	4.4 Excessive opening at bottom.	Builder will correct gaps in excess of 1-1/2 in. between bottom of passage door and finished floor or 2 in. between bottom of closet door and finished floor.	Gaps under doors are intended for air flow.
	4.5 Rubs on carpet.	Builder will correct.	Builder is not responsible if Owner installs carpet.

**SECTION II.
WARRANTY STANDARDS
A. YEAR 1
COVERAGE ONLY**

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply.

<i>CATEGORY</i>	<i>OBSERVATION</i>	<i>ACTION REQUIRED</i>	<i>COMMENTS</i>
4. INTERIOR (CONTINUED)			
WALLS, CEILINGS, SURFACES, FINISHES & TRIM	4.6 Cracks and separations in drywall, lath or plaster; nail pops.	Builder will correct cracks in excess of 1/8 in. in width. Builder will correct nail pops which have broken finished surface. Repair cracks and touch up paint to match as close as possible, one time only. Such conditions should be reported near the end of Year 1 of the warranty period to allow for normal movement of the Home.	Minor seam separations and cracks, and other slight imperfections, are common and should be expected. Minor depressions and slight mounds at nail heads are not Defects.
	4.7 Peeling of wallpaper.	Builder will correct if not due to Owner neglect or abuses.	Builder is not responsible for wallpaper installed by Purchaser. Owner is responsible for maintaining adequate ventilation in areas of high humidity, such as kitchens and bathrooms.
	4.8 Separated seams in wallpaper.	Builder will correct if wall surface is readily visible.	Minor imperfections can be expected.
	4.9 Lumps, ridges and nail pops in wallboard which appear after Owner has wall covering installed by himself or others.	No action required.	Owner should insure that surface to be covered is suitable for installation of wall covering.
	4.10 Surface deficiencies in finished woodwork.	Builder will correct readily apparent splits, cracks, hammer marks and exposed nail heads, only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
	4.11 Gaps between trim and adjacent surfaces, and gaps at trim joints.	Builder will correct gaps in excess of 1/8 in. at trim joints and 1/4 in. between trim and adjacent surfaces.	Some separation due to lumber shrinkage is normal and should be expected.
	4.12 Cracks in ceramic grout joints.	Builder will correct cracks in excess of 1/8 in. one time only.	Cracking of grout joints is common and is considered routine Owner maintenance unless excessive.
	4.13 Ceramic tile cracks or becomes loose.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
	4.14 Cracking or deterioration of caulking.	No action required.	All interior caulking shrinks and deteriorates. Owner maintenance is required.
	4.15 Wall or trim surfaces visible through paint.	Builder will correct affected area. If greater than 75% of wall, trim piece, or ceiling is affected, entire surface will be corrected.	Some minor imperfections such as overspray, brushmarks, etc., are common and should be expected.

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply.

SECTION II.
WARRANTY STANDARDS
A. YEAR 1
COVERAGE ONLY

<i>CATEGORY</i>	<i>OBSERVATION</i>	<i>ACTION REQUIRED</i>	<i>COMMENTS</i>
4. INTERIOR (CONTINUED)			
FLOOR COVERING	4.16 Resilient flooring comes loose at edge.	Builder will correct.	Owner maintenance is required.
	4.17 Fades, stains or discolors.	Builder will correct stains or spots only if documented prior to occupancy.	Fading is not a deficiency. Owner is responsible for establishing a pre-closing walk-through inspection list.
	4.18 Premature wearing of carpet.	No action required.	Excessive wear in high-traffic areas such as entryways and hallways is normal. Wearability is directly related to quality of carpet.
	4.19 Visible gaps at carpet seams.	Builder will correct gaps.	Seams will be apparent. Owner maintenance is required.
	4.20 Carpet becomes loose or buckles.	Builder will correct.	Some stretching is normal. Owner should exercise care in moving furniture.
	4.21 Gaps at seams of resilient flooring.	Builder will correct gaps of similar materials in excess of 1/8 in., and 3/16 in. where dissimilar materials abut.	Minor gaps should be expected.
	4.22 Fastener pops through resilient flooring.	Builder will correct affected area where fastener has broken through floor covering.	Sharp objects such as high heels, table and chair legs, can cause similar problems, and are not covered by this Limited Warranty.
	4.23 Depressions or ridges in resilient flooring at seams of sub-flooring.	Builder will correct depressions or ridges which exceed 1/8 in. in height or depth.	This is determined by placing a 6 in. straight edge over ridge or depression, with 3 in. on either side, and measuring height or depth at sub-flooring seam.
	4.24 Cuts and gouges in any floor covering.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
	4.25 Hollow sounding marble or tile.	No action required.	Hollow sounding marble or tile is not a deficiency of construction and is not covered under this warranty.
SUB-FLOORING	4.26 Loose sub-flooring.	Builder will correct if due to a defective joist or improper fastening.	Lumber shrinkage as well as temperature and humidity changes may cause loose sub-flooring.

**SECTION II.
WARRANTY STANDARDS
A. YEAR 1
COVERAGE ONLY**

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply.

<i>CATEGORY</i>	<i>OBSERVATION</i>	<i>ACTION REQUIRED</i>	<i>COMMENTS</i>	
5. MECHANICAL				
ELECTRICAL	5.1 Circuit breakers trip excessively.	Builder will correct if tripping occurs under normal usage.	Ground Fault Circuit Interrupters (GFCI) are intended to trip as a safety factor. Tripping that occurs under abnormal use is not covered by this Limited Warranty.	
	5.2 Outlets, switches or fixtures malfunction.	Builder will correct if caused by defective workmanship or materials.	Owner should exercise routine care and maintenance. Replacement of light bulbs is Owner's responsibility.	
	HEATING & COOLING	5.3 Condensation lines clog under normal use.	No action required.	Condensation lines will clog under normal conditions. Continued operation of drain line requires Owner maintenance.
		5.4 Noisy duct work.	Builder will correct oil canning noise if caused by improper installation.	When metal heats and cools, ticking and cracking may occur and are not covered by this Limited Warranty.
		5.5 Insufficient heating.	Builder will correct if Heating System cannot maintain a 70 degree Fahrenheit temperature, under normal operating and weather conditions. Temperature shall be measured at a point 5 ft. above center of floor in affected area. On extremely cold days, a 6 degree difference between actual inside temperature and thermostat setting is acceptable. All rooms may vary in temperature by as much as 4 degrees.	Orientation of the Home, location of rooms and location of vents will also provide a temperature differential. There may be periods when outdoor temperature falls below design temperature thereby lowering temperature in the Home. Certain aspects of the Home including, but not limited to, expansive stairways, open foyers, sunrooms or cathedral ceilings may cause abnormal variation from these Standards and are not covered by this Limited Warranty.
		5.6 Insufficient cooling.	Builder will correct if Cooling System cannot maintain a 78 degree Fahrenheit temperature, under normal operating and weather conditions. Temperature shall be measured at a point 5 ft. above center of the floor in the affected room. On excessively hot days, where outside temperature exceeds 95 degrees Fahrenheit, a difference of 17 degrees from outside temperature will be difficult to maintain. All rooms may vary in temperature by as much as 4 degrees.	Orientation of the Home, location of rooms and location of vents will also provide a temperature differential. There may be periods when outdoor temperature rises above design temperature thereby raising temperature in the Home. Certain aspects of the Home including, but not limited to, expansive stairways, open foyers, sunrooms or cathedral ceilings may cause abnormal variation from these Standards and are not covered by this Limited Warranty.
5.7 Refrigerant line leaks.	Builder will correct.	Owner maintenance is required on the system.		
PLUMBING	5.8 Pipe freezes and bursts.	Builder will correct if due to faulty workmanship or materials.	Proper winterization of pipes is considered routine maintenance and Owner should maintain suitable temperatures inside the Home.	
	5.9 Noisy water pipe.	Builder will correct hammering noise if caused by improper installation.	Some noise can be expected due to flow of water and pipe expansion. This is not a Defect.	
	5.10 Plumbing fixtures and trim fittings leak or malfunction.	Builder will correct if due to faulty workmanship and materials.	Owner maintenance is required. Scratches, tarnishing or marring must be noted on a pre-closing walk-through inspection list.	

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply.

SECTION II.
WARRANTY STANDARDS
A. YEAR 1
COVERAGE ONLY

<i>CATEGORY</i>	<i>OBSERVATION</i>	<i>ACTION REQUIRED</i>	<i>COMMENTS</i>
6. SPECIALTIES			
BATHROOM & KITCHEN	6.1 Cabinet separates from wall or ceiling.	Builder will correct separation in excess of 1/4 in.	Some separation is normal. Caulking is an acceptable method of repair.
	6.2 Crack in door panel.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
	6.3 Warping of cabinet door or drawer front.	Builder will correct if warp exceeds 3/8 in. as measured from cabinet frame.	Seasonal changes may cause warping and may be a temporary condition.
	6.4 Doors or drawers do not operate.	Builder will correct.	Owner maintenance is required.
	6.5 Chips, cracks, scratches on countertop, cabinet, fixture or fitting.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
	6.6 Delamination of countertop or cabinet.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
	6.7 Cracks or chips in fixture.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
	6.8 Defective fixture or fitting.	Builder will correct.	Owner maintenance is required.
CHIMNEY & FIREPLACE	6.9 Exterior and interior masonry veneer cracks.	Builder will correct cracks in excess of 1/4 in. in width.	Some cracks are common in masonry and mortar joints. Cracks 1/4 in. in width or less are considered Owner maintenance.
	6.10 Firebox color is changed; accumulation of residue in chimney or flue.	No action required.	Owner maintenance is required.
	6.11 Chimney separates from the Home.	Builder will correct separation in excess of 1/2 in. within 10 ft.	Newly built chimneys will often incur slight amounts of separation.
	6.12 Smoke in living area.	Builder will correct if caused by improper construction or inadequate clearance.	Temporary negative draft situations can be caused by high winds; obstructions such as tree branches too close to the chimney; the geographic location of the fireplace; or its relationship to adjoining walls and roof. In some cases, it may be necessary to open a window to create an effective draft. Since negative draft conditions could be temporary, it is necessary that Owner substantiate problem to Builder by constructing a fire so the condition can be observed.
	6.13 Water infiltration into firebox from flue.	No action required.	A certain amount of rainwater can be expected under certain conditions.
	6.14 Firebrick or mortar joint cracks.	No action required.	Intense heat may cause cracking.
INSULATION	6.15 Air infiltration around electrical receptacles.	No action required.	Air flow around electrical boxes is normal and is not a deficiency.

As to the allegations of faulty workmanship or defective materials not specifically listed above, such items of workmanship and materials will only be warranted if they do not comply with the Building Standards.

SECTION II.
WARRANTY STANDARDS
B. SYSTEMS - YEARS
ONE & TWO
COVERAGE ONLY

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply.

<i>CATEGORY</i>	<i>OBSERVATION</i>	<i>ACTION REQUIRED</i>	<i>COMMENTS</i>
B. YEARS ONE & TWO			
ELECTRICAL	B.1 Wiring fails to carry specified load.	Builder will correct if failure is due to improper installation or materials.	Owner maintenance is required.
HEATING & COOLING	B.2 Duct work separates.	Builder will correct.	Owner maintenance is required.
PLUMBING	B.3 Pipe leaks.	Builder will correct.	Condensation on pipes does not constitute leakage.
	B.4 Water supply stops.	Builder will correct if due to faulty workmanship or materials inside the Home.	Drought or causes other than faulty workmanship and materials will not be covered under this Limited Warranty.
	B.5 Clogged drain or sewer.	Builder will correct clog within structure caused by faulty workmanship or materials.	Clogs and stoppages beyond the exterior wall are not covered by this Limited Warranty. Routine Owner maintenance and proper use is required.

As to allegations of Defects from faulty installation of the Plumbing, Electrical, Heating and Cooling Systems not listed above, such items will be covered only if the installation does not comply with the Building Standards.

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply.

C. TEN YEAR MCD COVERAGE

**MAJOR CONSTRUCTION
DEFECTS**

C.1 All of the following conditions must be met to constitute a **Major Construction Defect**:

- a. Actual physical damage to one or more of the specified load-bearing components of the **Home** (listed in Subsection 2 below);
- b. That affects the load-bearing function; and
- c. That vitally affects or is imminently likely to vitally affect use of the **Home** for residential purposes.

C.2 These are the only load-bearing components of the **Home** which are covered by this **Limited Warranty**:

- a. Roof framing members (rafters and trusses);
- b. Floor framing members (joists and trusses);
- c. Bearing walls;
- d. Columns;
- e. Lintels (other than lintels supporting veneers);
- f. Girders;
- g. Load-bearing beams; and
- h. Foundation systems and footings.

C.3 Examples of components which do not have **MCD** potential are the following:

- a. Non-load-bearing partitions and walls;
- b. Wall tile or paper or other wall coverings;
- c. Plaster, laths, or drywall;
- d. Flooring and sub-flooring materials;
- e. Bricks, stucco, stone, veneer or exterior wall sheathing;
- f. Any type of exterior siding;
- g. Roof shingles, sheathing and tarpaper;
- h. **Heating, Ventilating, and Cooling Systems, Plumbing Systems, Electrical Systems,** and mechanical systems;
- i. **Appliances and Equipment,** fixtures; and
- j. Doors, windows, trim, cabinets, hardware, insulation, paint and stains.

The Warrantor's obligations under this Warranty shall be limited to those actions that are necessary to restore the load-bearing capacity of the defective load-bearing components.

**Section
III.
How to
Request
Warranty
Performance**

A. NOTICE TO WARRANTOR

If a Defect occurs, you MUST notify the Warrantor in writing as provided below. This written request for warranty performance must be postmarked no later than six (6) months after you knew or should have known of the Defect or six (6) months after the expiration of the Applicable Warranty Period, whichever first occurs.

1. Notice to **Warrantor** in years one and two.
 - a. If a **Defect** occurs in year one or year two and is not a **Major Construction Defect**, you must notify your **Builder** in writing. Your request for warranty performance must clearly describe the **Defect(s)** in reasonable detail.
 - b. A request for warranty performance to your **Builder** does not constitute notice to the **Administrator**, and it will not extend applicable coverage periods.
 - c. If a request for warranty performance to your **Builder** does not result in satisfactory action, you must give written notice to the **Administrator** as provided in Subsection B below. Such notice to the **Administrator** must be postmarked within a reasonable time following your **Builder's** failure to take satisfactory action and in any event must be received no later than six (6) months after the expiration of the applicable coverage period or the request will be rejected as untimely made.
2. Notice to **Warrantor** for **Major Construction Defects** in years one through ten.
 - a. If a **Defect** related to a warranted **MCD** occurs in years one through ten of the **Limited Warranty**, you must notify the **Administrator** in writing as provided in Subsection B below.
 - b. Your request for warranty performance must describe the condition of the **MCD** in reasonable detail.

B. HOW TO NOTIFY THE ADMINISTRATOR

1. Written notice to the **Administrator** of a request for warranty performance must be sent by Certified Mail, Return Receipt Requested, to: **RWC Administrator**, 5300 Derry Street, Harrisburg, PA 17111-3598, Attention: Warranty Resolution Department.
2. Your notice to the **Administrator** must contain the following information:
 - a. Validation Number and **Effective Date of Warranty**;
 - b. Your **Builder's** name and address;
 - c. Your name, address, and telephone number (including **Home** and work numbers);
 - d. A reasonably specific description of the **Defect(s)**, including the date on which you first knew of the **Defect**;
 - e. A copy of any written notice to your **Builder**;
 - f. Photographs, if they would be helpful in describing the **Defect**; and

- g. A copy of each and every report you have obtained from any inspector or engineer.
3. *When a request for warranty performance is filed and the alleged Defect cannot be observed under normal conditions, it is your responsibility to substantiate that the need for warranty performance exists and to pay both the cost of the substantiation and the cost of correcting any damage done by such substantiation. If properly substantiated, your reasonable expenses in this regard will be reimbursed by the Warrantor.*

C. MEDIATION AND INSPECTION FOLLOWING A REQUEST TO ADMINISTRATOR FOR WARRANTY PERFORMANCE

1. Within thirty (30) days after the **Administrator** receives proper notice of a request for warranty performance, the **Administrator** may review and mediate your request by communicating with you, your **Builder** and any other individuals or entities who the **Administrator** believes possesses relevant information.
2. At any time after the **Administrator** receives proper notice of your request for warranty performance, the **Administrator** may schedule an inspection of the alleged **Defect**. You must fully cooperate with the **Administrator** by providing reasonable access for such inspection and by providing any information requested of you by the **Administrator** regarding such **Defect**.

D. ARBITRATION

1. If after thirty (30) days the **Administrator** has not been able to successfully mediate your request, or at an earlier time when the **Administrator** believes that your **Builder** and you are at an impasse, then the **Administrator** will notify you that your request has become an **Unresolved Warranty Issue**.
2. If the **Administrator** determines that an **Unresolved Warranty Issue** exists, either you or the **Warrantor** may request arbitration. Arbitration is the sole recourse for an **Unresolved Warranty Issue**. It is in lieu of court proceedings, the right to which is hereby waived, and the findings of the **Arbitrator** are *final and binding* on all parties with no right to an appeal.
3. To begin the arbitration process, you must give the **Administrator** written notice requesting arbitration of the **Unresolved Warranty Issue**. If the **Unresolved Warranty Issue** to be arbitrated concerns a **Defect** related to a warranted **MCD** that occurred in years nine or ten of the **Limited Warranty**, the written notice requesting arbitration must be made within two years after you knew or should have known of the **Defect**, but in no event may a request for arbitration proceed more than 12 years after the **Effective Date of Warranty**. If you make a request for arbitration, you must pay the arbitration fees before the matter is submitted to the arbitration service. The **Arbitrator** has the power, however, at the close of arbitration to charge this fee to any party or to split it between the parties.
4. Within twenty (20) days after the **Administrator** receives your written request and the arbitration fees, your **Unresolved Warranty Issue** will be submitted to a neutral, reputable arbitration service experienced in arbitrating residential construction matters for resolution. The arbitration service will select a qualified **Arbitrator** to arbitrate the matter.
5. The arbitration will be conducted by an independent arbitration service upon which you and the **Administrator** agree and will be conducted in accordance with this **Limited Warranty** and the Minnesota Uniform Arbitration Act, Minn. Stat. §§ 572.08 *et seq.* In the event that you and the **Administrator** do not agree on an independent arbitration service, either you or the **Administrator** may petition an appropriate Minnesota court for appointment of an **Arbitrator**.
6. If any party begins litigation in violation of this Arbitration clause, that party must reimburse the other parties for their costs and expenses, including attorneys' fees incurred in seeking to dismiss such litigation.
7. Enforcement of Arbitration Award.
 - a. Except as provided in Subsection b below:
 - i. For a year one or two **Defect** that is not a **Major Construction Defect**, the **Builder** must comply with the **Arbitrator's** Award within sixty (60) days from the date the **Administrator** sends it to the **Builder**.

- ii. In years one through ten for a **Major Construction Defect**, the **Warrantor** must comply with the **Arbitrator's** Award within sixty (60) days from the date the **Administrator** receives it.
- b. The **Warrantor** must begin compliance as soon as possible and complete it within the sixty (60) day compliance period, except for repairs that would reasonably take more than sixty (60) days to complete for reasons including, but not limited to, inclement weather. In such circumstances, the **Warrantor** will complete such repairs or replacement as soon as possible without incurring overtime or weekend expenses.
- c. You may request a compliance arbitration within twenty (20) days after the sixty-day compliance period has expired by giving the **Administrator** written notice of your request. You must pay the fees for the compliance arbitration prior to the matter being submitted to the arbitration service.
- d. You must provide the **Warrantor** with reasonable weekday access to your **Home** during normal business hours so that it can perform its obligations. Failure by you to provide such access to the **Warrantor** may result in further damage that will not be covered by this **Limited Warranty** and may extend the time during which the **Warrantor** may fulfill its obligations.

E. CONDITIONS OF WARRANTY PERFORMANCE

1. Before the **Warrantor** pays for the reasonable cost of repair or replacement, you must sign and deliver to the **Builder**, and/or the **Insurer** and the **Administrator**, as applicable, a full and unconditional release, in recordable form, of all legal obligations with respect to the warranted **Defects** and any conditions arising therefrom.
2. When repair or replacement of a warranted **Defect** has been completed, you must sign and deliver to the **Builder**, and/or the **Insurer** and the **Administrator**, as applicable, a full and unconditional release, in recordable form, of all legal obligations with respect to the warranted **Defects** and any conditions arising from them. The repaired or replaced **Warranted Items** will continue to be warranted by the **Limited Warranty** for the remainder of the applicable periods of coverage.
3. If the **Warrantor** repairs, replaces or pays you the reasonable cost to repair or replace a **Warranted Item**, the **Warrantor** shall be subrogated to all your rights of recovery against any person or entity. You must execute and deliver any and all instruments and papers and take any and all other actions necessary to secure such right, including, but not limited to, assigning the proceeds of any insurance or warranties to the **Warrantor**. You shall do nothing to prejudice these rights of subrogation.

**Section
IV.
Other
Provisions
that Apply to
this Warranty**

- A. This is **NOT** an insurance policy, a maintenance agreement or a service contract.
- B. This **Limited Warranty** provides coverage only in excess of coverage provided by other warranties or insurance, whether collectible or not.
- C. This **Limited Warranty** is binding on the **Builder** and you and your heirs, executors, administrators, successors and assigns.
- D. This **Limited Warranty** shall be interpreted and enforced in accordance with the laws of Minnesota.
- E. This **Limited Warranty** is separate and apart from other contracts between you and your **Builder**, including any sales agreements. It cannot be affected, altered or amended in any way by any other agreement, except as stated in Subsection F below.
- F. This **Limited Warranty** cannot be modified, altered or amended except by a formal written instrument signed by you, your **Builder**, and the **Administrator**.
- G. If any provision of this **Limited Warranty** is determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.
- H. All notices required under this **Limited Warranty** must be in writing and sent by Certified Mail, Postage Prepaid, Return Receipt Requested, to the recipient's address shown in Section III. B.1., or to whatever address the recipient may otherwise designate in writing.
- I. If performance by the **Warrantor** under this **Limited Warranty** is delayed by an event beyond its control, such performance will be excused until the delaying effects of the event are remedied. Such events include, but are not limited to, acts of God or nature, acts of the common enemy, war, riot, civil commotion or sovereign conduct, or acts or omissions by you or a person or entity not a party to this **Limited Warranty**.
- J. In this **Limited Warranty**, references to a person includes entities and vice versa. Use of the singular includes the plural. Use of one gender includes the other gender.

**Section
V.
Definitions**

- To help you better understand certain terms in your Limited Warranty, the following definitions apply:*
- A. **Administrator.** Residential Warranty Company, LLC (RWC) is the **Administrator** of this **Limited Warranty**. RWC is neither the **Warrantor** nor the **Insurer**.
 - B. **Appliances and Equipment.** Water heaters, pumps, stoves, refrigerators, compactors, garbage disposals, ranges, dishwashers, washers and dryers, bathtubs, sinks, commodes, faucets, light fixtures, switches, outlets, thermostats, furnaces and oil tanks, humidifiers, oil purifiers, air conditioning materials, in house sprinkler systems, and similar items, including all attachments and appurtenances.
 - C. **Application For Warranty.** The form signed by you, the **Purchaser**, and your **Builder** which identifies the location, the **Effective Date of Warranty**, and the Final Sales Price of the **Home**. If the **Builder** participates in the RWC Electronic Enrollment Process, you will not receive an **Application For Warranty** form. This information will be included on your Validation Sticker.
 - D. **Arbitrator.** The person appointed by the independent arbitration service to resolve an **Unresolved Warranty Issue**.
 - E. **Builder.** The person or entity that built your **Home** and has obtained this **Limited Warranty** for you.
 - F. **Building Standards.** The material and installation standards of the State Building Code adopted by the Commissioner of Administration in effect at the time of the construction of your **Home**.
 - G. **Consequential Damages.** All **Consequential Damages**, including, but not limited to, damage to the **Home** that is caused by a warranted **Defect**, but is not itself a warranted **Defect**, as well as costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repairs.
 - H. **Defect.** A condition of a **Warranted Item** that, according to the **Warranty Standards** described in Section II, requires action by the **Warrantor**. Failure to complete construction of the **Home** or any portion of the **Home**, in whole or in part, is not considered a **Defect**.
 - I. **Effective Date of Warranty.** It is the date coverage begins as specified on the **Application For Warranty** form. If the **Builder** participates in the Electronic Enrollment Process, the **Effective Date** is as specified on the Validation Sticker.
 - J. **Electrical System.** All wiring, electrical boxes and connections, that provide electricity to the **Home** up to the house side of the meter base.
 - K. **Heating, Ventilating, and Cooling System.** All ductwork, refrigerant lines, steam and water pipes, registers, convectors and dampers.
 - L. **Home.** The single family dwelling identified on the **Application For Warranty** form, which may be a detached house, a townhouse, or duplex. If the **Builder** is participating in the Electronic Enrollment Process, the **Home** is the **Home** identified on the **Application For Warranty** form.

Section

V.

Definitions (continued)

- rollment Program, it is the dwelling identified on the Validation Sticker.
- M. **Insurer.** Western Pacific Mutual Insurance Company, a Risk Retention Group (WPMIC), located at 9265 Madras Ct, Littleton, CO 80130. Phone: 303-263-0311 (*Refer to Section III. for instructions on requesting warranty performance.*)
- N. **Limited Warranty.** The terms and conditions contained in this Book.
- O. **Major Construction Defects (MCD).** Defects affecting the load-bearing function of a **Home** as described in Section II.C.
- P. **Owner.** See **Purchaser**.
- Q. **Plumbing System.** All pipes located within the **Home** and their fittings, including, but not limited to, gas supply lines and vent pipes.
- R. **Purchaser.** You. The **Purchaser** includes the first buyer of the warranted **Home** and anyone who owns the **Home** during the warranty period.
- S. **Residence.** See **Home**.
- T. **Sewage Disposal System.** This System includes, but is not limited to, all waste, drainage, sewer pipes and lines, cleanouts, tanks, pumps, drain fields and seepage pits, outside and beyond the exterior wall of the **Home**, whether the System is private or public.
- U. **Structurally Attached.** An integral part of the **Home** being structurally supported by footings, block walls or reinforced concrete and connected to the foundation of the **Home**.
- V. **Unresolved Warranty Issue.** All requests for warranty performance, demands, disputes, controversies and differences that may arise between the **Purchaser** and the **Warrantor** that cannot be resolved between them. An **Unresolved Warranty Issue** may be a disagreement regarding:
- What this **Limited Warranty** covers;
 - An action performed, to be performed, or not performed under this **Limited Warranty**; or
 - The cost to repair or replace any item covered by this **Limited Warranty**.
- W. **Warrantor.** Your **Builder** in years one and two for **Defects** that are not **Major Construction Defects**, the **Insurer** in years one through ten for **Major Construction Defects** and in year one and year two if your **Builder** defaults.
- X. **Warranted Items.** Those items in the **Home** that are specifically identified in the **Warranty Standards** described in Section III that can require action from the **Warrantor** if a **Warranty Standard** is not met.
- Y. **Warranty Standards.** The standards, described in Section III, by which the condition of a **Warranted Item** will be judged to determine whether action by the **Warrantor** is required, and if so, the type of action that such condition requires of **Warrantor**.
- Z. **Water Supply System.** This System includes, but is not limited to, all supply and distribution pipes,

fittings, valves, pumps and wells, outside the exterior wall of the **Home**, which supply water to the **Home**, whether private or public.

SAMPLE



Minnesota New Home Limited Warranty
