



Warranty Guidelines

Congratulations on the purchase of your new home. This is probably the most important investment you have ever made and Sharper Homes is committed to making sure your investment is protected under our warranty promise. When building with Sharper Homes, you chose a builder that has been a leader in the industry for over 20 years. Our warranty program is just one of the many reasons why Sharper Homes has been recommended by so many homeowners.

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What your Sharper Homes Limited Warranty Covers

Beginning on the **Effective Date of Warranty (Homeowner closing date)**, your home is warranted as follows: ***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 2 of the Sharper Homes guidelines.

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 2 of Sharper Homes Guidelines.

During Years One through Ten: **Major Construction Defects (MCDs)** are warranted for ten (10) years from the **Effective Date of Warranty**. See Section 3

Expectations of your Sharper Homes Warranty

Sharper Homes provides each of our homeowners with a warranty program This gives our home owners the peace and mind that Sharper Homes takes customer service very seriously and that we will be here for many years to come.

What should you expect from our warranty program

We would like to believe that your dream home is perfect and nothing will break. If that was true, we would not need a warranty program. When you first came to Sharper Homes you most likely visited one of your home models. Your home when completed should contain the same amount of quality and care you saw in our model. Our warranty department will meet this expectation by providing you the quality in your home we promised, providing the services to you in a timely manner and the communication you deserve for your investment.

How does it all work?

It all starts at your walk through prior to closing. When you meet with the walk-through supervisor on site, he will be creating a list of items that need to be corrected. Your supervisor is responsible to make sure all these items are completed in a timely manner. If items are not completed timely, we ask that you contact us using the communication method that will be outlined shortly. Winter construction items that cannot be completed are delayed until conditions allow the work to proceed and are part of our “Spring Completion Disclosure”

Can you void any part of your warranty?

Yes, changes or additions to your original structure which affects the structural or load bearing integrity of the home will void the warranty by the builder. Any structural changes should be completed by a licensed contractor. Adding or changing any electrical including and not limited to low voltage electronics will void electrical and mechanical warranties unless performed by a licensed contractor. Example of an electronic item would be an added bluetooth or wireless thermostat.

Year End Repairs

On your 11th month in your home, you will need to communicate with our warranty department any items that are in need of repair due to workmanship or product defects that fall under the warranty program. As a homeowner you are responsible to make sure this final list of items is received by Sharper Homes prior to the expiration date of your warranty.

What can be put on the list?

This is where it is important to know your home warranty program as to what is and is not covered under the warranty program. During your first year we will correct all items that are covered under the one-year program as long as it meets the tolerances and conditions set under each section of the guidelines.

After receiving your requests, our staff will review and validate your claim. If we question any claim, a member of the warranty staff will contact you to discuss or request further information.

Contacting Sharper Homes

If you have a situation in which your internet is not working and cannot submit an email to Sharper Homes. You can contact us by phone during business hours at the phone numbers below.

We are open Monday through Friday 7:30 a.m. to 4:00 p.m.

Main: 763-783-1000

Fax: 763-220-7114

Contacting Sharper Homes by email is preferred.

service@sharperhomes.com

Contacting Sharper Homes by Mail

Sharper Homes

14840 Aberdeen Street

Ham Lake, MN 55304

Sharper Homes Warrant Standards

One Year Coverage

Air Conditioning (Section 2-7)

The following section gives you information on the air conditioning system found within your home. Sharper Homes Warrants your Air Conditioning system for one year for defects, however the manufacturer may have an extended warranty period beyond the one year for parts. Please consult your manual for specific warranty details.

Air conditioning service repair is ***not*** considered an emergency in the building industry. The heating and air conditioning contractor will handle problems in the order received. Many of the problems found with air conditioning are the result of a dirty furnace filter. Please make sure you have checked the filter before calling the contractor for service. Changing the filter is considered normal homeowner maintenance and if it is the cause, it could result in the contractor invoicing for a trip charge.

Performance (Section 2-7.1)

When the home includes air conditioning, the system should be able to maintain a temperature of 78 degrees or a differential of 17 degrees from the outside temperature. This temperature is measured in the center of each room, at a height of 5 feet above the floor. All rooms may vary in temperature by as much as 5 degrees. On excessively hot days, where temperatures exceed 95 degrees, a difference of 17 degrees from outside temperature will be difficult to maintain. This is considered the industry standard for measuring air conditioning. While lower temperature settings are often possible, the manufacturer nor Sharper Homes does not promise them. Variables beyond Sharper Homes or the manufacturer's control often dictate the temperature found within the home.

Refrigerate (Section 2-7.2)

To add refrigerate or R-410A to the system, the outside temperature must be 70 degrees or higher and should only be done by a licensed professional. Low Freon is covered for one year.

Compressor (Section 2-7.3)

Keeping the air conditioner compressor clean and clear of landscape shrubs is considered normal homeowner maintenance. Special care should be taken around the compressor unit as the aluminum grids bend easily. Damage to the air conditioner and compressor can be a result of not keeping the unit clean and well vented and is *not* covered under the limited warranty.

Coil (Section 2-7.4)

The freezing up of an air conditioner coil can be caused by a dirty filter, please check the filter before calling for service. Trip charges will apply if the filter is the cause of the condition.

Variables (Section 2-7.5)

Because of the orientation of the home, location of the room and location of the vents, average temperatures in any room may be hard to establish during extreme conditions. Certain aspects of the home including but not limited to, expansive stairways, open foyers, sunrooms or high ceilings may cause abnormal variation from these standards and are not covered.

Action by Builder: Builder will correct if cooling system cannot maintain a 78 degree Fahrenheit temperature under normal operating conditions and design. In custom design homes with high ceilings or open floor plan with limited ventilation, contactor will make every effort to balance system within tolerance, but it cannot be guaranteed. Air Conditioner is warranted for parts and labor for one year, Manufacturer may have parts coverage that exceeds the one year and communication with manufacture is homeowners responsibility.

Appliances (Section 2-9)

Most of the appliances in your home have instruction manuals located within the appliance or your building supervisor may have placed them in a drawer next to or near the appliance. You will be shown the location of the manuals at your walk through. Each homeowner is responsible **to properly fill out and submit the warranty registration information.** Your appliances are warranted through the manufacture and not **Sharper Homes**. It is the homeowner's responsibility to read all appliance manuals prior to operation. Any damage as of a result of improper use may not be covered under warranty and is at the discretion of the certified repair technician.

Builder Action: One Year Warranty from Closing: Builder is not responsible for appliance performance, warranty or service. Should you have issues with your appliance, please let us know and we'll connect you with a certified repair technician. Builder is not responsible for damage to home as a result of appliance failure.

Cabinets (Section 2-9)

- ❖ **Damage such as cracks, chips, scratches must be noted on the first walk through form completed with the supervisor. There will be no exceptions if not noted.**

Notable variations in wood grain and color are to be expected in all style selections. **Replacements will not be made because of these variations.**

Separations (Section 2-9.1)

Sharper Homes will correct gaps between cabinets and ceilings, cabinets, or cabinets and wall, by caulking or other means if they are in excess of 1/4 inch (Separations located behind appliances are excluded).

Surface Damage (Section 2-9.2)

Only damage (chips, scratches or other flaws) listed on the original walk-thru list will be repaired.

Warping (Section 2-9.3)

Sharper Homes will correct warped doors or drawer fronts if the warped area is in excess of 1/8 inch within any 24" inch distance.

* Example: remove a cabinet door from frame and lay on a flat surface. At any one point you should not have a 1/8-inch space in between door and flat surface.

Builder Action: Gaps in cabinets outside of tolerance will be either adjusted or batten strip will be applied on cabinet between wall and unit. Doors will be repaired or replaced. No guarantees will be assumed that the replacement or repaired parts will match the existing due to fade, wear and tear and dye lot differences. Cabinets will not be replaced.

Concrete (Section 2-10)

**** No warranty on garage floors, sidewalks, patio slabs or driveways for product or installation.**

This section will give you the performance standards to use when monitoring a situation in addition to some measures to help protect your concrete.

No concrete work will be replaced because of cracking or any other non-performance-based elements such as surface defects. This has become the industry standard because of the numerous uncontrollable variables which can lead to any of the undesired situations.

While concrete can be one of the most durable building products, it is not indestructible. We recommend your concrete should be sealed by an approved concrete sealer. We have included an attachment with a concrete disclosure which provides you with more information. The sealer application is the home owner's responsibility. Note some sealers may change the appearance of your concrete.

Please do not:

*Use deicing agents or salt, permit heavy vehicles such as moving vans or concrete trucks to drive on concrete work, allow agents from the road to fall off a vehicle and accumulate on the driveway or garage floor, allow fertilizer to get on the surface when treating the lawn, hose down concrete work for cleaning purposes or washing of vehicles, allow snow, ice or dog/cat urine to accumulate on the surface. **All of or any one of these items can cause or lead to scaling, pitting, spalling, lifting, and settling of your concrete surfaces or slabs.***

*In addition, failure by the homeowner to fill any cracks with an approved concrete caulk can lead to any of the previously mentioned situations. Water penetrating below the surface is the cause for seasonal lifting and settling of concrete and is **not** covered under the Sharper Homes' Limited Warranty. You should pay special attention to: changes made in grading, landscaping including irrigation systems, downspout runoff from roofline location, ornamental pond overflow, and anything else that causes water to be directed on or near your concrete*

Basement Floors

Uneven floors (Section 2-10.1)

Sharper Homes will fix or repair depressions or an area of unevenness designed for habitation that **exceeds** ¼ inch in a 32-inch measurement, within the first year only. Any repairs will be made in the manner that Sharper Homes chooses which brings the area within industry standards.

Cracks (Section 2-10.2)

Sharper Homes will fix or repair any cracks in areas designed for habitation that **exceed** ¼" inch in width or ¼ inch in vertical displacement. This guideline shall not apply to saw cuts or other areas where joint control measures are taken. Minor cracks in concrete floors are common throughout the industry. Repairs to cracks will be done in the first year only. Any repairs will be made in the manner that Sharper Homes chooses which brings the area within industry standards.

Concrete Driveways ** (Section 2-10.3)

Unless a driveway exhibits severe performance problems, do not expect Sharper Homes to replace your driveway or sections of your driveway. These tolerances and repairs are Sharper Homes tolerances and are not subject to interpretation. These tolerances exceed industry standards.

Cracks (Section 2-10.4)

Only cracks that exceed ½ inch in vertical displacement within the first year only will be addressed by Sharper Homes and repaired in the manner Sharper Homes chooses which brings the area within tolerance.

Settling (Section 2-10.5)

Sharper Homes will fix or repair areas that have settled **due to utility trenches** that **exceeds** 1 inch in an 8-foot measurement within the first year only. This rule only applies to situations that have not been created due to any of the circumstances listed above. Any repairs will be made in the manner that Sharper Homes chooses which brings the area within industry standards. Settling between garage floor and driveway is not covered.

Heaving (Concrete Driveways) (Section 2-10.6)

In most cases subsoil freezing can cause a driveway to heave, sometimes causing surface water to leak under the garage door. The heaving usually corrects itself as the subsoil thaws. If the problem persists during the summer months, please contact Sharper Homes. **Repairs will be done if notified during the first year only.**

Garage Floors ** (Section 2-10.7)

Unless a garage floor exhibits severe performance problems that you cannot use your garage, you should not expect Sharper Homes to replace your garage floor.

Your garage floor at the time installation has been installed to industry standards with the proper amount of slope to allow water to drain towards the garage door. Sub soil pressure may cause rise or fall along relief joints which may interrupt this slope. No garage floor will be replaced due to water not flowing to the front or floor not being level. It is common for water to seep under garage doors during weather events and no adjustments will be made for this condition.

Cracks (Section 2-10.8)

Sharper Homes will fix or repair any cracks in areas that **exceed** ¼ inch in width or ¼ inch in vertical displacement within the first year only. This guideline shall not apply to saw cuts or other areas where joint control measures are taken. Minor cracks in concrete floors are common throughout the industry. Any repairs will be made in the manner that Sharper Homes chooses which brings the area within its tolerances. Chipping along relief cuts is normal and not a defect. No corrections will be made.

Pop outs (Section 2-10.9)

Shale is a common rock found in Minnesota aggregates and widely used in concrete mixtures. Because shale is a porous rock and retains moisture, if not protected with a sealer it will “pop” during winter months leaving a hole in your concrete. Sharper Homes does not warrant for this condition as it is out of our control.



Sidewalks, Stoops & Patios **

Cracks (Section 2-10.10)

Sharper Homes will fix or repair any cracks in areas that **exceed** 1/4" in width or 1/2" in vertical displacement within the first year only. This guideline shall not apply to saw cuts or other areas where joint control measures are taken. Cracks in concrete sidewalks are common throughout the industry. Unavoidable soil shifts from the freezing and thawing of the Midwest climate are the cause of most cracks. All repairs will be made in the manner which Sharper Homes chooses that will bring the area within industry standards. Common method of repair is mason caulk for non-vertical cracks. Filling voids under the sidewalk is the homeowner's responsibility. Damage caused by not filling voids is not warranted.

Heaving (Section 2-10.11)

Sidewalks and patios are subject to the harshest environments with no protection from frost. Sidewalks and patios do not sit on any footings and are considered floating slabs, as are driveways. For this reason, there is no industry standard for Sharper Homes to warrant. If special situations arise, repairs will be done during the first year only. Any repairs will be made in the manner which Sharper Homes chooses that will bring the area within industry standards. Do not expect your sidewalk or patio to be replaced due to frost heaving.

Cracks (Section 2-10.12) Stoops

Cracks in concrete stoops are common throughout the industry. Weather conditions and other uncontrollable agents are generally the cause. Sharper Homes will fix or repair any cracks in areas that **exceed** 1/4" in width or 1/2" in vertical displacement within the first year only. This guideline shall not apply to saw cuts or other areas where joint control measures are taken. Any repairs will be made in the manner that Sharper Homes chooses which brings the area within industry standards. Mason caulk is commonly used and is an acceptable means of repair. Hairline cracks are not a defect.

Heaving (Section 2-10.13) Stoops

Some movement at the control joints can be expected. Sharper Homes will repair or fix any heaving to a stoop that causes negative slope and water flow toward the house, provided it is not caused by any of the conditions mentioned in the beginning of this section. Repairs will be done within the first year only. Any repairs will be made in the manner that Sharper Homes chooses which brings the area within industry standards.

Deck Footing (Section 2-10.14)

Structurally attached decks, three season and four-season porches have a one-year warranty and are extensions of the dwelling and not part of the foundation or load bearing feature of the main structure. Does not fall under 10-year MSD.

Your deck footings have been installed per code and inspected by city officials. Sharper Homes does not warranty your footings for frost heave or settlement. Builder will correct settlement if slope of extension exceeds a ratio of 2 inches in a 10-foot measurement in the first year.

Foundation Walls (Section 2-10.15)

Whether you have a poured foundation or a block foundation it carries a 10 year MSD warranty. See Section III for more details

Damp blocks are not a warrantable condition. Maintaining proper grade and extending sump pump discharge anyway from the foundation will minimize this condition. You should expect damp blocks on active drain tile conditions.

Cracks – Sharper Homes will repair any cracks in the foundation walls that measures ¼ inch in width by tuck pointing or caulking. Anything less than this tolerance is homeowner maintenance. Egress walls are not structural and are not covered under 10-year structural warranty.

Builder Action: Concrete, No Action Required for non-warrantable items.

Concrete driveways, sidewalks, garage floors, patios, stoops are not covered under any implied warranty. All repairs to concrete will be repaired or replaced at Sharper Homes discretion, but will maintain the industry standard. Due to exposure to the elements, if your concrete is replaced, raised, caulked or patched, it will not match in color to the surrounding product. Sharper Homes does not guarantee color differences in the repaired or replaced area. Any repairs will be made in the manner that Sharper Homes chooses to bring the area within industry standards.

Countertops (Section 2-16)

Your new countertops are tough and durable, but like any material they can be damaged if abused, mistreated, or not maintained.

Only damage listed on your original walk-through list will be permissible for a warranty repair through Sharper Homes. Material variances will be referred to the distributors and they will handle the repair.

Laminate

Separation (Section 2-16.1)

Sharper Homes will repair separations at the wall or countertop in excess of 1/4 of an inch by caulking; subsequent repairs are the homeowner's responsibility. Repairs are made during the first year only.

Gaps (Section 2-16.2)

Laminated countertops typically will have one or more discernible seams; however, no gap should show at the seams. Sharper Homes will repair gaps at seams or differential at other joints in excess of 1/16 inch. Sharper Homes will make these repairs provided the damage is not caused by other elements beyond Sharper Homes control such as: coffee pots, hot pans or the use of non-recommended cleaning products that have been set or used on the countertop.

Granite

Granite is a natural product and not manufactured. Homeowners are able to select their slab at the supplier and sign off on the selection. If no selection is made with supplier, homeowner is accepting the slab that is on site and no replacements will be offered. All damage or concerns must be addressed at the time of the original walk through. Once home has closed or takes possession of the home, no requests for damage or condition of the granite tops will be accepted.

Separation (Section 2-16.3)

Sharper Homes will repair separations at the wall or countertop in excess of 1/4 of an inch by caulking; subsequent repairs are the homeowner's responsibility. Repairs are made during the first year only.

Gaps (Section 2-16.4)

Granite countertops typically will have one or more discernible seams; however, no gap should show at the seams. Sharper Homes will repair gaps at seams or differential at other joints in excess of 1/16 inch one time only within the first year.

Cracks (Section 2-16.5)

Cracks in granite can be seen and unseen. There is no warranty for this condition. Should your granite crack during the first year the slab will be repaired by the best means possible however it will not be replaced.

Chips (Section 2-16.6)

Chips in the granite must be noted on the original walk through. Sharper Homes' contractors will repair chips; however, service fees are the responsibility of the homeowner.

Builder Action: No action required unless noted on the original walk through. Any authorized repair will be completed by the best means available as long as it meets the tolerances in this section.

Crawl Space (Section 2-17)

Crawl Spaces may be slightly damp. Dehumidifiers are the responsibility of the homeowner to control damp conditions.

Drywall (Section 2-18)

Drywall repairs are done only once at the end of your first year

CONTRACTOR WILL COME BACK TO YOUR HOME ONE TIME ONLY DURING THE FIRST YEAR. TRIP CHARGES APPLY IF ASKED TO RETURN!!!

During the first year, in most cases, all the building materials in your home are drying out. For this reason you may notice “shrinkage cracks”, “nail pops”, or any other noticeable cosmetic change in the drywall, tape, joint compound or ceiling texture. **Sharper Homes will only address those items once during the first year.** It is recommended that you wait until close to your year end when sending in your list. If sent earlier, and more drywall items appear afterwards, there will be **no return trips** to address those additional items. Garages are considered unfinished areas unless specified in the paper work and paid for. The garage will have drywall, tape or corner-beads only in the areas that the codes require. **Due to the extreme conditions that can be found in a garage, if it is taped or finished with drywall, there is no warranty on the taping, corner-beads or nail pops.**

Drywall Repairs

Drywall repairs will meet industry standards when repairs are necessary. An example of these repairs would be damage caused by plumbing leaks. If the homeowner completed the painting, they will be responsible for all wall coverings, including custom paint colors not supplied by Sharper Homes. The homeowner will also be responsible for the touchup work which may include finish sanding. The repaired area may not match the surrounding area due to dye lot variations, color fade or other uncontrollable variables. Sharper Homes does not warrant beyond industry standards.

Year End Drywall Repairs (Section 2-18.1)

The homeowner must send in all drywall repairs that they would like addressed at the year end by submitting a warranty request to service@sharperhomes.com. The painter will be responsible for light sanding and the touchup painting. The homeowner will be responsible for all wall coverings, including custom paint colors not supplied by Sharper Homes. The homeowner will also be responsible for touchup work. The repaired area may not match the surrounding area due to dye lot variations, color fade or other uncontrollable variables. Sharper Homes does not warrant beyond an industry standard match on touchup work done by Sharper Homes. It is recommended that the owner review all work completed prior to contactor leaving as once they leave, they do not return.

Ceilings (Section 2-18.2) Non Warranty Item

Cracks in ceilings that exceed $\frac{1}{8}$ inch will be repaired by the best means possible. Sharper Homes cannot guarantee ceilings or joints where ceiling and walls meet will not crack. Spray textures and color do vary from job to job. The repair will be blended with the surrounding area only. DO NOT expect the entire ceiling to be re-sprayed. If you have a knock down or custom finish the repair will be blended with the surrounding area as best of possible. DO NOT expect the entire ceiling to be refinished as we cannot guarantee ceilings will not crack due to truss uplift. Caulking is an acceptable form of repair and will be visible.

Cracks and Nail pops (Section 2-18.3)

Builder will correct cracks in excess of $\frac{1}{8}$ inch in width and nail pops which have broken finish of surface. Minor seam separations and cracks, and other slight imperfections should be expected. Minor depressions and slight mounds at nail heads are not defects and are not repaired. Future repairs are considered homeowner maintenance.

Builder Action: Builder will correct if tolerances have been met in this section. 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 a defect.

Driveway (Section 2-20)

Asphalt Driveway

In most cases, unless a driveway exhibits severe performance problems, you should not expect Sharper Homes to replace your driveway.

Sharper Homes does not warrant asphalt driveways unless it specifically meets the conditions in this section.

Driveways need care and maintenance. Setting an object of any weight on your asphalt or turning your vehicles steering wheel during warm days will damage your driveway. Tire marks, indents and other surface imperfections can be more noticeable when asphalt is wet. This is not a defect and no corrections will be made to your driveway due to this.

Settling/Heaving (Section 2-20.1)

Because of freezing, thawing and unavoidable shifts in subsoil, driveway settling (“low spots” or “dips”) can occur within the first 12 months after installation. Settling next to your garage floor of up to 1 ½” across the driveway’s width is considered normal. When settling of **more** than 1 ½” occurs across the front of the driveway in the first year, please notify the warranty department in writing. For settling in other areas, only those areas where utilities being trenched under the driveway that have settled **more** than 1” in an 8’ radius will be repaired. Driveway’s that are repaired are patched and not replaced; you will see a color difference.

Sharper Homes will only patch a driveway one time. *In addition, failure by the homeowner to fill any cracks or seal between concrete and asphalt with an approved asphalt caulk can lead to any of the previously mentioned situations. Water penetrating below the surface is the cause for seasonal lifting and settling of asphalt and is **not** covered under the Sharper Homes Limited Warranty. You should pay special attention to: changes made in grading, landscaping, downspout runoff from roofline location, ornamental pond overflow, and anything else that causes water to be directed on or near your asphalt. Sharper Homes does not recommend any seal coating products during the first year.*

Surface Deterioration (Section 2-20.2)

Asphalt is a petroleum product and can be easily damaged by solvents, degreasers, oils, fuels and many household cleaners. If any product spills occur you must remove as soon as possible. This is not a warrantable condition and no action shall be taken by the builder to correct.

Appearance (Section 2-20.3)

Asphalt is a petroleum product which is greatly affected by weather conditions. On warm days the asphalt will be soft and objects of any weight will leave impressions. Your vehicle is also heavy and can leave tire marks and unevenness across your driveway. We do not guarantee softness of asphalt or that your finish product will be flat.

Builder Action: All repairs done to asphalt driveways will be repaired or replaced at Sharper Homes discretion but will maintain the industry standard. Due to exposure to the elements if your driveway is over-laid, "patched" it will not match in color until you do the necessary seal coating. Sharper Homes does not warrant for color differences in the repaired area and the existing driveway. Sharper Homes will not be responsible for seal coating your driveway should a repair be made.

To view concrete warranty, return to section on concrete.

Electrical (Section 2-22)

The following section gives you the basic information about the electrical system within your home. Please follow these basic steps prior to sending in a work request to Sharper Homes. If the problem has occurred through no fault of the system the electrical subcontractor may bill your residence a trip charge for an unnecessary service call.

Circuit Breakers (Section 2-22.1)

Circuit breakers have three positions: **on, off, and tripped**. When a circuit trips, you must first turn it “**off**” before you can turn it “**on**”. The switching of the breaker directly from “**tripped**” to “**on**” will not restore service. Breakers will often trip because of overloading the circuit by plugging too many appliances on this circuit, a worn cord, defective item, or operating an appliance that has a higher voltage requirement than circuit allows. You also can trip a breaker by starting an electric motor. If any circuit trips repeatedly, unplug all items connected to it and reset. If it trips when nothing is connected to it, you should report the problem to an electrician. If the circuit remains on, one of the items you unplugged is defective and requires repair or replacement.

Outlets (Section 2-22.2)

Tamper Proof wall outlets

If a wall outlet is not working, first check to see whether it is one that is controlled by a wall switch then check the breaker. If the situation still exists check another outlet with the same appliance, and check the same outlet with different appliances. If the outlet proves to be the problem and not the appliance, please contact the warranty department. **Do not overload the system by plugging multiple items into one outlet or circuit as this could result in an electrical fire.**

Tamper Proof outlets are designed so children cannot easily push objects into the plug. These outlets can be difficult to plug ordinary appliances into. This is not a defect and is designed to perform in this manner. Receptacles will not be replaced due to this condition.

GFI Outlets (Section 2-22.3)

GFI (Ground Fault Interrupter) receptacles have a built-in element that senses fluctuations in power. Quite simply, the GFI is an indoor circuit breaker. City and state building codes require installation of these receptacles (GFIs). The codes require areas where an individual can be exposed to water while holding an electric appliance or tool to have a GFI. Each GFI receptacle has a test and reset button. You should press the reset button if a GFI breaker trips during normal use, it may indicate a faulty appliance, and you should investigate. One GFI breaker can control several outlets. Heavy load appliances should not be plugged into a GFI outlet or outlet regulated by a GFI. Those appliances will trip the GFI and if done repeatedly can weaken the GFI, which is not covered by the Sharper Homes Warranty. Additionally, any collateral damage done as a result of a heavy load appliance being plugged into a GFI will not be covered. Example: a fridge or freezer plugged into a GFI which trips as a result and food spoils; food, damage to appliance or damage to GFI will not be covered.

Electrical Code (Section 2-22.4)

The electrical system that has been installed and inspected to meet current electrical codes. Products that are on the market use a wide range of electrical loads which if overloaded will trip the breakers. If you are supplying equipment which may overload a circuit by itself or combined with other products, it is the buyer's responsibility to notify Sharper Homes of the intended use prior to home being built.

Builder Action: Builder warrants for one year workmanship and product to switches, receptacles, breakers and wiring to products including but not limited to light fixtures, mechanicals, and hard wired appliances. Said deficiencies will be repaired or replaced to bring into tolerance.

Note: Two year electrical warranty covers wiring that is buried in the walls only and does not cover items listed above.

Warranty is void if changes, additions or modifications to the original installation have been changed. Any service work due to changes will be repaired at the discretion of the subcontractor.

Finish Carpentry (Section 2-24)

All finish carpentry needs to be maintained when exposed to exterior or interior elements such as: sunlight, water, wind, spills, etc. Failure to maintain the finish carpentry will void the Sharper Homes Warranty. Color and grain variations are not considered a defect and not cause for replacement for any finish carpentry.

Exterior Finish Trim

Joints (Section 2-24.1)

Joints between exterior trim elements, finish carpentry and siding or masonry, which are in **excess of 3/8-Inch** will be repaired or replaced to industry standard. All materials will perform their designed function.

Surface Defects (Section 2-24.2)

Exterior trim or finish carpentry will **not** be replaced because of surface defects, **only** defects that do not allow the trim to perform its designed function, or cannot be repaired to perform that function will be replaced. *Example: knot holes or rough finish on exterior trim will be repaired not replaced.*

Cracking (Section 2-24.3)

Wood trim **will** develop some cracks and raised grain as it ages and dries. Much of this will occur during the first year. Raised grain can cause paint to peel; however, this is **not** due to a defect in materials or workmanship. The *homeowner* is responsible for maintaining the paint on wood trim or exterior finish carpentry.

Finish Carpentry exposed to elements (Section 2-24.4)

Finish carpentry exposed to the elements can bleed through, if you use light colors on your home it will show more readily. Bleed through is **not** caused by failure in the paint's performance but from the acids and elements contained within the product that is painted. Sharper Homes does **not** warranty finish carpentry against bleed through it is the *homeowner's responsibility* to repaint the surfaces where this occurs.

Interior Finish Carpentry

Joints (Section 2-24.5)

Joints between mitered trim that **exceeds** 1/8-inch width will be repaired or replaced to industry standard. Gaps between trim and adjacent surfaces exceeding ¼ inch will be corrected. Caulking or wood putty is an acceptable industry standard solution or repair.

Surface Defects (Section 2-24.6)

Surface defects in finish carpentry that are visible from a distance of 6 feet such as: checks, splits or hammer marks will be sanded, filled or puttied to bring into industry standards. Pieces that cannot be repaired in that manner will be replaced. Sharper Homes is not responsible for differences in wood grain or color variation, as it is not covered under the warranty. Nail holes are filled with a material that has a tendency to shrink and is not considered a deficiency. Regular homeowner maintenance is required. Nail holes that have been missed will be filled, but color variation can exist and is not considered a deficiency. Damage from wear and tear from living in the home is not a defect and is not covered under warranty unless listed on the original walk through.

Newel Posts and Railing (Section 2-24.7)

Sharper Homes will repair or replace newel posts and railings that have surface defects if listed on the original walk through. **If not listed on the original walkthrough there is no warranty.** Loose rail, spindles or newel posts is considered homeowner maintenance.

Builder Actions: Builder will repair or replace exterior trim or millwork that meets or exceeds the tolerances listed above. Interior painted trim will be caulked to fill gaps that exceed the tolerances and touched up if needed. Touch ups are standard and full lengths of trim will not be painted.

Fireplace (Section 2-26)

Fireplaces are not intended to be the sole source of heat in any home and in most cases are more ornamental than a function of heat. If you follow the manufacturer's directions the fireplace should operate correctly.

Chase or Chimney (Wood Burning Fireplace) (Section 2-26)

Temporary negative downdrafts can be caused by high winds, obstructions like tree branches, steep hillsides, adjoining homes and interior furnaces. In some cases, it may be necessary to open a window slightly to create an effective draft. If the condition persists, please contact Sharper Homes.

Masonry

Exterior and Interior Masonry Veneer, example brick, stone, tile, etc.

Cracks (Section 2-26.1)

Small cracks resulting from shrinkage or heating and cooling are common. Cracks **greater than ¼"** in width will be repaired by pointing or patching where necessary to meet industry standard.

Discoloration (Section 2-26.2)

Discoloration of the firebox or brick is the normal result of use and requires no corrective action by Sharper Homes.

Separation (Section 2-26.3)

Newly built fireplaces will often incur slight amounts of separation. Separation that exceeds ½" inch from the main structure in any 10 foot vertical measurement will be caulked or grouted. Separation greater than ½" will be repaired on a case-by-case situation but will maintain the industry standard.

Firebox Brick or Masonry Products

Glass Doors

Scratches or Damage (Section 2-26.4)

Any damage such as scratches, dents, cracks, chips, etc. must be listed on the homeowner's walk-thru list in order to be covered by Sharper Homes' warranty.

If you have a gas fireplace and notice any gas smell, leave the home immediately, and report the incident to your local utility company that handles gas in your area. (Do not make a call from inside your home as this may ignite the gas)

Stone Surround (Section 2-26.5)

Stone or tile that is attached to the drywall subsurface around a fireplace. In cases where the fireplace is built into the room. The stone is applied to the edge of the outside corner unless otherwise noted as a wraparound application. In the case where the stone is flush with the outside edge, the end of the tile or stone is exposed and not finished. It is common to either grout or caulk the gap between the stone/tile and the subsurface. This area is not straight or consistent in appearance due to the varying shape and surfaces of the product. This is not an installation deficiency and the product will not be replaced due to this.

Builder Action: Sharper Homes will correct all gaps that meet the tolerances in this section by tuck pointing or caulking depending on the condition. Do not expect stone, brick or tile to be replaced. Warranty is for the first year only.

Floor Coverings (Section 2-28)

One Year Warranty from Sharper Homes for product and workmanship. Manufacturers may have extended warranty periods based on product selected.

PLEASE NOTE: Use of cleaning equipment that uses steam will damage your floor and will not be covered under warranty. Steam will dissolve binders used in the manufacture of laminates, engineered floors, carpet backing and vinyl.

When repairs or replacements are needed, Sharper Homes does not guarantee dye lots, color, patterns or styles will match, but a reasonable attempt within industry standards will be made. If it is no longer available, Sharper Homes will replace with the same covering and value. In some areas, metal or other edging material may be used where carpet meets another floor covering.

❖ Builder provides a wide selection of flooring products as standards and upgrades. Sharper Homes does not guarantee a manufacturer's warranty on quality, or any other aspects or conditions. If a defect is discovered after the first year, you are required to pursue the manufacturer's warranty and work through their claim process. Builder is not responsible for product warranties or installation labor past the one-year expiration.

Carpet

Edges (Section 2-28.1)

Edges of carpet along moldings and edges of stairs should be held firmly in place. If they come loose, please notify the warranty department for inspection.

Matting or Crushing (Section 2-28.2)

Matting or crushing is not covered under warranty unless specified from the manufacturer. No carpet is warranted under high traffic areas, (ex. Stairs, halls, etc.)

Seams (Section 2-28.3)

Carpet seams can be visible, which is an acceptable industry standard. No gap or fraying is acceptable; however, seams may peak or lift. This does not mean they are loose or bad. Workmanship is warranted for one year.

Stains or Spots (Section 2-28.4)

Stains or spots noted on the original walk-through list will be corrected by cleaning, patching or replacement. If replacements are made, Sharper Homes is not responsible for dye lot variations.

Stair Treads (Section 2-28.5)

Stair treads are not covered by the manufacturer or Sharper Homes warranty program for wear, crushing or matting.

Hard Surface Flooring- Flagstone, Marble, Quarry Tile, Ceramic Tile etc.

Cracks (Section 2-28.6)

During the first year, Sharper Homes will repair or replace cracked, chipped or loose hard surface flooring that has not been caused by homeowner abuse or misuse. Sharper Homes is not responsible for color variations or discontinued patterns.

Grout or Mortar (Section 2-28.7)

Cracks that appear in grouting of hard surface flooring at joints or junctions with other materials are commonly due to normal shrinkage conditions. Sharper Homes will repair grout where crack exceeds 1/8-inch one time during the first year only. Grout may vary in color from the original, and Sharper Homes does not warrant for differences in color or shade and whole areas will not be replaced due to this condition.

Hardwood Floors

Cupping, Open Joints, or Separations (Section 2-28.8)

Open joints or separations greater than 1/8" will be addressed by Sharper Homes at the time of your year-end due to the wood acclimation and seasonal change. Cups in floor boards that exceed 1/16" in height in a 3" maximum distance when measured perpendicular to the length of the board would be considered a deficiency. Sharper Homes will not be responsible for any damage done to wood floors due to homeowner abuse or misuse. Sharper Homes will not warrant wood floors that have been exposed in homes with high or too low humidity, as this causes the wood to shrink and swell. **It is recommended that homes with hardwood floors have a consistent humidity level between 30-45%.**

Resilient Floors

Ridges or Depressions (Section 2-28.9)

Sharper Homes will repair readily apparent depressions or ridges that exceed 1/8". The ridge or depression measurement is taken at the gap created at one end of a 6-inch straightedge on one side of the defect that is held tightly to the floor.

Sharper Homes will correct the defect within industry standards.

Sharper Homes will not be responsible for discontinued patterns or color variations in floor coverings.

Lifting, Bubbles, or Becomes Unglued (Section 2-28.10)

Sharper Homes will repair or replace the areas of resilient flooring that lift, bubble or become unglued during the first year. Sharper Homes will not be responsible for discontinued patterns, dye lots or color variations.

Gaps (Section 2-28.11)

Gaps should not exceed 1/8 inch in width in resilient floor covering joints. Where dissimilar material joins, a gap should not exceed 3/16 inch. Sharper Homes will repair or replace during the first year, the affected resilient floor where required. Sharper Homes will not be responsible for discontinued patterns, dye lots or color variations in floor covering or homeowner abuse or neglect.

Nail Pops (Section 2-28.12)

Nail pops that have broken the surface of resilient flooring are considered a deficiency and that area will be repaired or replaced. Sharper Homes will repair or replace the affected area with similar resilient floor covering material. Sharper Homes will not be responsible for discontinued patterns, dye lots, or color variations in the floor covering.

Builder Action: Repairs to floors will only be made on those noted on the original walk-through list. Any repairs to flooring products that meet the tolerances in this section will be made in the manner that Sharper Homes chooses, which brings the floor into industry standards. No flooring product will be completely replaced as industry allows for patching or top nailing. Do not expect or assume floor covering in any area will be replaced.

Foundation Coating (2-31)

Your home foundation is covered for 10 year structural warranty. On the exterior of the foundation is a foam insulation and waterproofing which is covered by concrete stucco. Because of the nature of these products and the environment we live in, Sharper Homes does not warranty these products for cracks, deterioration, separation from insulation or for damage after the homeowner has taken possession. In cases where final grades have not been established prior to possession, the homeowner has 10 days to report any damage as a result.

Builder Action: No Action as this is considered homeowner maintenance. These products can be purchased at most hardware stores or big box home improvement locations.

Waterproofing (2-31.1)

Leaks resulting in actual trickling of water shall be repaired. The Builder is not responsible for leaks caused by improper landscaping or failure to maintain proper grades. Dampness of the walls or floors may occur in new construction and is not considered a deficiency. The Builder will take such action as necessary to correct basement leaks except where the cause is determined to result from homeowner action or negligence.

Garage Door (SECTION 2-32)

The garage doors will be installed per the manufacturer's installation and tolerances. Garage doors do not create an air tight seal and during weather some elements can enter the garage. Adjustments to the garage door will only be made once during the first year if the door does not operate properly. If it is determined that the cause is from the addition of an electric door opener installed by someone other than Sharper Homes the homeowner will be subject to a trip charge by the subcontractor. Resolution to the charge will be the homeowner's responsibility with the subcontractor directly.

Paint (Section 2-32.1)

Painted doors are not warranted against color bleed through or fade. Peeling will only be warranted through the first year.

Panels (Section 2-32.2)

Bent or dented panels will only be repaired or replaced if noted on the original walk-through list. Sharper Homes does not warrant damage due to wind.

Weather Stripping (Section 2-32.3)

Because of uncontrollable variables that can cause damage to the weather stripping only damage noted on the original walk through will be repaired or replaced. All damage after walk-through is considered homeowner maintenance.

Garage Door Opener (Section 2-32.4)

If supplied by the builder, unit will be free of product defects and workmanship for one year. Sensors are aligned at the time of closing and inspected for operation. No adjustments will be made to sensors once in possession by

homeowner. Homeowner must maintain sensor alignment and lubricants on rail system at all times

Builders Actions: Garage doors if out of alignment will be adjusted one time only during the first year of original owner. No action for moisture, light or air that may bypass the door seals.

Grading and Drainage (Section 2-33)

Once the homeowner takes possession, and the final grade has been established with city approval, the homeowner is responsible for maintaining the grade and erosion control. All responsibility for grading, after the approved As Built, is the homeowner's responsibility to correct. This includes water drainage.

Alterations

To ensure adequate drainage away from the home, the final grade is established. The homeowner must maintain the drainage as established by the governing bodies. If the homeowner or the homeowner's agents alter the drainage pattern in any way, or neglect the maintenance, the structural warranty is void.

Backfill Settlement (Section 2-33.1)

Back-filled or excavated areas around foundation and utility trenches should not interfere with the drainage away from the house. If these areas settle, Sharper Homes will provide enough dirt to fill settled areas one time during the first year. It is the homeowner's responsibility to fill areas that have settled. Damp block is a normal condition and is not covered under warranty. Proper landscaping can reduce if not eliminate this condition.

Positive Drainage (Section 2-33.2)

To ensure proper drainage away from the house, Sharper Homes has established the necessary grades and swales. After a rain, standing or ponding water should not remain for extended periods (generally no more than 24hrs) in the immediate area, except in swales that drain other areas, or in areas in which sump pumps discharge. You can anticipate a longer period (generally no more than 48hrs) for these areas. If a sump pump continues to discharge in the same area, you should expect those areas to be soft. Adding sump pump hose to the

discharge and running it to the street or catch basin will allow the soils to recover. This is not a deficiency of your grading. You should expect the possibility of standing water after an unusually heavy rainfall. While frost or snow is on the ground, or while the ground is saturated, no grading determination shall be made. Failure to maintain these areas can damage the foundation and void the limited warranty. Homeowner should expect some settling of backfill soils.

Swales (Section 2-33.3)

Usually, drainage swales follow property boundaries. Sharper Homes will not alter drainage patterns to suit individual landscape plans. Typically, a lot will receive water from and/or pass water onto other lots; therefore, homeowner changes in grade often affect those adjacent or nearby. Sharper Homes advises homeowners against making such changes. Drainage swales capture water from many properties, these drainage swales can be wet or soft due to rain events and irrigation systems. Sharper Homes is not responsible for overwatering by homeowner or neighboring properties which affects the swale. Builder will not install drain tile in swales or any other part of a lot due to the above issue.

Winter Grading (Section 2-33.4)

Because of weather conditions, especially during winter and early spring, the final grade may not have been established at the time of closing. When conditions permit, grading work will continue.

Soil Erosion (Section 2-33.5)

Sharper Homes is not responsible for soil erosion due to acts of God or other conditions beyond our control. At closing the homeowner must take responsibility for erosion by maintaining silt fence and other control measures until landscape and sod have been established.

Builder Action: Builder will provide an approved as built survey. No further actions are required by builder.

As Built Survey (Section 2-33.6)

When it comes to the grading process, the grading company must follow the elevations set on the city approved plan and must be within 2/10th of the documented elevation. Because of this, Sharper Homes provides an As Built survey for each property which is inspected and approved by the city engineers. Sharper Homes is **not responsible** for drainage issues once we provide the homeowner with an approved survey. The homeowner must work with city and/or developer for any modifications with the grading. Sharper Homes will not under any circumstances provide or install a drain tile system unless provided in the purchase agreement.

Gutters and Downspouts (SECTION 2-35)

Debris (Section 2-35.1)

As part of normal maintenance, the homeowner should keep gutters clear of debris, which might clog them and cause the water to run over the downspouts. To ensure proper functioning; the homeowner should check gutters periodically and apply caulk when necessary. Severe ice or snow build-up can damage gutters.

Downspouts (Section 2-35.2)

Downspouts are placed to carry water to the ground and in extensions, which then direct the flow away from the foundation of the home. These extensions protect the foundation; the homeowner must maintain them. Extensions should discharge outside of the rock or mulch beds so that water is not dammed behind the edging materials, which might be used. Homeowner needs to make sure downspout extensions are kept in place to help prevent water damage from run off.

Overflow (Section 2-35.3)

Gutters may overflow during periods of excessively heavy rain. Immediately after rain, you should expect that small amounts of water (up to 1 inch) will stand for short periods of time in gutters. No correction will be made for these conditions as they are industry standard.

Builder Action: It is the homeowner's responsibility to maintain and keep downspout extensions on gutters to maintain proper drainage away from house. Builder is responsible for product and install for one year.

Heating and Cooling (SECTION 2-36)

You may hear “different” noises during the heating season, especially in the evening or when you go to bed. These noises are generally from the heating of your home itself and the expansion and contraction of related materials.

Combustion Air (Section 2-36.1)

To supply fresh air for the furnace and water heater, an outside combustion air duct is included. The supply of fresh air is vital to the safe and efficient operation of both items, and you should not limit the fresh air intake in any way.

Duct Placement (Section 2-36.2)

The placement of heat ducts may vary slightly from those positions shown in similar floor plans and is a *suggested* layout only. No changes to the system will be made after installation due to personal preferences or future finishes.

Engineering of the System (Section 2-36.3)

Heating systems are installed according to local building and energy codes and for that particular model of home. Adequacy of the system is determined by its ability to establish a temperature of 70 degrees, as measured in the center of the room, 5' feet above the floor under normal (average) operating and weather conditions. Variances of ± 4 degrees can be expected from room to room or level to level of a home.

Note for heating;

There may be periods when the outdoor temperature falls below a normal temperature for that time of the season, thereby lowering the temperature in the home. Orientation of the home and location of the room within the home will also provide a temperature differential (especially when a single thermostat for one or more floor levels controls the heating system).

Filters (Section 2-36.4)

For maximum efficiency and clean service, you should change the furnace filter once each month during the winter. If you have an air conditioner the filter should be changed monthly year-round. During the first year you should check the filter periodically as dust and other particulate(s) can be higher and will cause the filter to clog faster than normal. If you use a “fine” filter they need to be checked more often because smaller particulate(s) can clog them at an even faster rate.

Furnace Sounds (Section 2-36.5)

Expansion or contraction of metal ductwork typically will cause some ticking or popping sounds. These sounds cannot be eliminated in some cases. Sharper Homes will make a reasonable attempt to correct any “oil-canning” sounds that you may have. Oil canning is the result of walking across floor and hearing the flexing of the duct work. No flooring, ceilings or walls will be removed to correct this condition.

Registers (Section 2-36.6)

You can adjust heat flow through the registers by opening or closing the dampers. The further the register is from the heater the more the damper should be opened to increase the airflow. Closing registers that are closer to the furnace will increase the air flow to rooms further away.

Builder Actions: Builder will correct system if out of balance one time during the first year as long as it meets the tolerances in this section. Builder will correct duct sounds if accessible, no floor or wall covering will be removed in order to gain access. Duct separation, builder will correct during the first two years.

Insulation (Section 2-38)

Performance (Section 2-38.1)

Sharper Homes will provide and install insulation that meets or exceeds the building and energy codes for your particular home at the time construction starts. Your home was also tested for energy compliance by an energy rater and a copy of that report has been posted on your furnace and/or provided at your closing. No other warranty applies through Sharper Homes.

This is an example of the energy report and is not your report for your home.



FOUNDATION INSULATION (Section 2-38.2)

Your foundation meets or exceeds energy code. Sharper Homes will warranty this product for a period of one year from closing for separation from the foundation surface. There is no warranty for damage including but not limited to tears, holes, fading, storm damage or contractor work not provided by Sharper Homes. All damage must be listed on the original walkthrough form. In the case of contractor damage from winter work, all damage must be reported within 15 days of the work being completed. Once any work has been completed on site by others, no damage requests will be accepted.

Masonry (Section 2-39)

This section covers block, brick, cement plaster and stucco.

Small shrinkage cracks running through the mortar or masonry joints can be expected. The cracks can run vertically, horizontally or diagonally and if under ¼” inch they are not considered a defect per industry standard. If it is determined that the homeowner or any agents of the homeowner in any way caused damage to the masonry the homeowner will be responsible for all repairs or collateral damages. Example – allowing water to collect and raise a brick pier when it freezes. Any repairs that are made may not match color or texture and Sharper Homes will not warrant for such circumstances because of the nature of the material per industry standard. Do Not Allow irrigation systems to spray water on any masonry surface. This will void the warranty.

Cracks (Block, Brick and Stone)

Load Bearing (Section 2-39.1)

Tuck pointing or patching will repair cracks in load bearing walls that exceed 1/8” in width. Any cracks that affect the structural integrity of a wall will be addressed and fixed per industry standard.

Non-Load Bearing (Section 2-39.2)

Cracks in non-bearing walls that exceed ¼” in width will be repaired by tuck pointing or patching. First year only.

Stucco and Cement Plaster (Section 2-39.3)

Small shrinkage cracks are considered normal, but cracks exceeding 1/8” inch in width will be repaired per the industry standard during the first year only.

Garage Floor foundation (Section 2-39.4)

Foundation block under garage door opening where driveway meeting garage floor is not load bearing and is covered for one year. Home Owner maintenance is required between garage floor front edge and driveway application. Builder is not responsible for damage to block work as a result of lack of maintenance.

Builder Action: Builder is responsible to bring deficiencies into tolerance by tuck pointing or patching as long as it is not as a result of homeowner actions or inactions. No product will be replaced due to above conditions.

Millwork (Section 2-40)

During the first year your home will be going through a drying process and all the building materials within it are acclimating. Because of this process, your doors and trim may warp or shrink a considerable amount. However, most of these doors will return to a normal position once the first heating and cooling cycle has passed. If a privacy door becomes inoperable, please contact the Sharper Homes. In all other cases Sharper Homes will ask a homeowner to wait until your year end before any warranty service will be authorized. At that time, please list all doors and millwork of concern. **Sharper Homes will only warrant your millwork for a period of one year. There is no extension of warranty for doors replaced during this time.** After the first year it is the homeowner's responsibility to maintain seals and mechanical devices on exterior doors. On interior doors it is the homeowner's responsibility to adjust and maintain door and mechanical devices. Trim work needs to be cleaned; putty filled on a regular basis.

Interior/ Exterior Doors/ Trim

Damage to finish (Section 2-40.1)

Only chips or other damage in the finish that is noted on the original walk-through list will be repaired.

Openings of interior doors (Section 2-40.2)

In a closed position, from the bottom of the door to the top of the floor finish material openings in excess of 1 ½" inches will be corrected on room-to-room passage doors. Closet doors shall not have an opening in excess of 2" inches as measured from the bottom of the door to the top of the floor finish material.

Shrinking or expansion of panels (Doors) (Section 2-40.3)

Panels of wood doors will shrink or expand in response to changes in temperature and humidity. The homeowner must touch up, using paint or stain unfinished areas that are exposed. Doors will not be replaced due to this condition.

Split panels (Doors) (Section 2-40.4)

Sharper Homes will correct split panels that allow light to be visible at the year end or at the next appointment that is scheduled per the order of operations.

Warping (Doors) (Section 2-40.5)

Doors that are warped in excess of ¼” inch as measured from top to bottom diagonally or vertically at the year-end will be repaired or replaced.

Trim (Casing, Base, cap Board) (Section 2-40.6)

Builder will replace any defective trim that warps or delaminates due to the application of stain or paint finishes. No trim will be replaced due to damage by homeowner. Gaps between trim and adjacent surfaces that exceed 1/4 inch and trim joints that exceed 1/8 inch will be corrected.

Locksets (Section 2-40.7)

Sharper Homes provides you with a one-year Warranty for both product and labor. After the first year the homeowner must contact the Manufacturer for replacement. Does not include Labor.

Builder Action: Builder will adjust, repair or replace millwork based on conditions of this section. Builder cannot guarantee color match or dye lot.

Paint and Stains (Section 2-41)

Paint, stain, and caulking are very common items that must be kept up by the homeowner year after year. By maintaining these items, the home will look more appealing when resale occurs and products will last much longer. ***Deck stains or sealants carry no warranty as exterior weathering greatly affects these products. Yearly applications should be expected. Painted trim by or near a water source will crack, peel or flake as it is a latex product. If painted or stain trim work becomes wet, the homeowner must dry immediately. There is no***

warranty coverage for this condition.

Paint Colors (Section 2-41.1)

Dark or gloss colors show imperfections on painted surfaces more readily than other colors or finishes. Sharper Homes will only touch-up the areas noted on the original walk through. Other areas, finishes or colors will be the homeowner's responsibility if they fall outside this guideline, as is the industry standard. The paint selection sheets you are provided note color names and/or numbers. A copy of this information was provided to you during your selection process and will be provided at your closing as well.

Cracking (Section 2-41.2)

Wood trim will develop some minor cracks and raised grain as it ages and dries. Much of this will occur during the first year. Raised grain can cause paint to peel; however, **this is not due to a defect in materials or workmanship**. The homeowner must maintain painting of wood trim. Cracking between casing miters is normal and is homeowner maintenance.

Fading (Section 2-41.3)

You can expect fading when the paint or stain is repeatedly exposed to heavy light (example spotlights) or the effects of sun and weather. This is not a defect in the paint and is not a warranty issue.

*No warranty on light color exterior paint as tannic acid in cedar and other wood products will bleed through light colors. **Do not expect your exterior trim to be repainted at your year end.***

Touch Ups (Section 2-41.4)

Sharper Homes cannot guarantee that touch ups will match surrounding areas as light, weather, particulate(s) and a number of other uncontrollable variables will create this condition. Whenever another layer is added it may create a slight shading difference and cannot be avoided in most cases. Paint touch ups that are only visible under certain lighting conditions are not warranted for. This includes all repairs that must be done to the home during the first year. Whole walls are not repainted due to touch ups. If you wish to have walls repainted, charges for labor and materials will apply and must be per a written agreement.

Wood (Section 2-41.5)

Wood trim painted white or in light colors will show grain and cracks more readily; therefore, it will require additional maintenance by the homeowner. Because of wood characteristics, color will vary when stain is applied. No repair or replacements will occur on such variation.

Flashing (Section 2-41.6)

Flashing is most noticeable in stairways or walls that receive direct sunlight. Flashing will bring out tape lines, screw locations and other imperfections in the drywall. Unless it can be seen under normal lighting conditions no corrections will be made.

Exterior Stains and Sealants (Section 2-41.7)

Sharper Homes does not warrant or guarantee exterior stains or sealants on wood decks, posts or rails. Due to our environment and the effects of the sun, we recommend that homeowners stain or seal these surfaces on a yearly basis regardless of the date of application.

Exterior Fasteners (Section 2-41.8)

Sharper Homes does not guarantee bleed through of fasteners including rust. Sharper Homes will one time only seal and touch up paint in those areas.

Builder Actions: Builder is responsible for year end touch ups unless painting was completed by homeowner or agents of homeowner. Builder will correct deficiencies as listed in section 2-47. Builder is not responsible for dye lot differences however if 75% of a wall is affected, the entire affected wall will be repainted. First year only.

Plumbing (Section 2-43)

** One year coverage except for pipe leaks which occur inside walls is covered to two years. Clogged drains or lines are only covered if it is proved that construction debris is the cause. Homeowners are responsible for the cost and any collateral damages if it is not construction debris and the plumber will bill the homeowner directly. Mold is not covered under any implied warranty due to a plumbing leak.

Condensation (Section 2-43.1)

During hot and humid days, the stool and cold-water pipes will sweat and any damage caused therefore will be the homeowner's responsibility.

Cosmetic Damage (Section 2-43.2)

Sharper Homes will repair any fixture damage noted on the walk-through list. Chips, scratches, water or other damage not listed on the walk through will not be repaired. The homeowner must follow the manufacturer's directions when caring for the faucets or other plumbing products. Water marks or veneer bubbling inside vanities if caused by supply line leak will be repaired if noted by plumber. Homeowner maintenance required for monitoring and tightening of drain assembly. Hard water stains are not a deficiency.

Cleaners: Cleaning agents that cause damage to plumbing fixtures, such as bleach tablets for toilet tanks are not covered under warranty. Any service request to replace damaged parts is chargeable.

Exterior Faucets (Section 2-43.3)

Outside faucets are not freeze-proof and all hoses must be removed and lines drained in the fall prior to the first freeze. Sharper Homes will repair any problems noted on the original walkthrough or due to improper installation.

Leaks (Section 2-43.4)

Sharper Homes will repair leaks in the plumbing system during the first year not caused by the homeowner or one of their agents. If a plumbing leak caused by a warranted item causes damage to the drywall or floor covering, Sharper Homes will repair the damage. Leaks that have caused damage to ceilings will be repaired and textured in the area of damage only. No adjustments or compensation will be made for secondary damages example: wallpaper, drapes, personal belongings etc. Homeowners insurance should cover these items. Dripping faucets or toilet adjustments are covered only for 90 days after closing and notice must be given in writing within the 90-day time frame. Cleaners added to toilet tanks which cause

the failure of the seals are not covered under warranty. Replacements are the responsibility of the homeowner.

Noise (Section 2-43.5)

Changes in temperature or the flow of the water itself will generate some noise in the pipes. This is normal and requires no repair. However, Sharper Homes will repair consistent “water hammer”. If water is used in more than one location in the home simultaneously, you can expect temperature variations. Water and drain pipes can cause noise from expansion and contraction with use of warm or cold water. This is normal due to insulation application around pipes in walls per code.

Water Heater (Section 2-43.6)

You should review and follow manufacturer's instructions for your specific brand and model of water heater. Sharper Homes warrants the water heater for a period of one year, however the unit manufacturer may have an extended warranty period. Please consult your unit's warranty manual located in the mail slot on the furnace.

Faucets and Fixtures (Section 2-43.7)

Any faucets, valves, shut offs or plumbing fixtures with exception to the supply pipes carry a one-year warranty from the date of closing. Any damage to sinks, tubs or showers must be noted on the walkthrough. Noise (creaks) in shower pans, tubs during use is acceptable. Caulking around fixtures and faucets is normal homeowner maintenance and is not a defect.

Sump Pumps (Section 2-43.8)

Sump pumps are covered for one year from the closing date and will be free of product and workmanship deficiencies. Product failure during the first year covers the product itself and not the damages that may result from the failure. If failure of the sump pump occurs, the homeowner is required to work with their

insurance carrier. Loss of power due to uncontrollable conditions such as weather are not covered under this warranty and not considered a defect of any kind. Homeowners are required to consistently inspect the sump pump to make sure it is in proper working order. Signs of a pump not working properly include, the bottom block of foundation is damp, water leaching onto floor in corners and around footings.

Septic Tank System (Section 2-43.9)

Septic system shall function adequately during all seasons, under climate conditions normal or reasonably anticipated (based on local records) for the location of the home. Septic system shall be designed and installed to comply with applicable requirements. The Builder will repair or otherwise correct, a malfunctioning or non-operating system, if failure is caused by inadequate design, faulty installation or other cause relating to actions of the Builder or subcontractors under the Builder's control. The Builder will not be responsible for system malfunction or damage which is caused by owner negligence, lack of system maintenance or other causes attributable to actions of the home owner or owner's contractors, not under the control of the Builder, including, but not necessarily limited to, the addition of fixtures, items of equipment, appliances or other sources of waste or water to the plumbing stem served by the septic system, and damage or changes to the septic system installation or surrounding soil conditions critical to the system's functioning.

Builder Action: Builder will correct any product or workmanship deficiencies as long as it meets the conditions in this section. Builder will correct any damage to the home as a result of leaks in walls or plumbing fixtures that bring the area into tolerances and were part of the original build. See floor covering, sheet rock, painting and millwork for those tolerances. Exclusion of repairs due to sump pump failures. Any personal belongings or work completed by the homeowner or one of their agents is not covered under this warranty and will not be reimbursed by the builder for those items.

Roof (Section 2-46)

Sharper Homes warrants your roof for a one-year period for product and workmanship. Any warranty request after this time will be referred to the

manufacturer or the contractor who installed the product for service. A copy of the manufacturer's warranty information can be found by visiting www.gaf.com.

It is the homeowners' responsibility to keep the roof free of snow, ice, or debris that can cause damage. It is Sharper Homes' recommendation that a professional should be contracted to do such work as extreme caution must be used otherwise damage to the roof can occur. Sharper Homes does not warranty any damage that is the result of a homeowner or any of their agent's actions. Example: damage that is the result of hanging Christmas lights from the roof edge or gutters will not be covered. The selection sheet that you receive during the selection process will have the color and style of shingles used on your home.

Leaks (Section 2-46.1)

Shingle or roof flashing leaks that occur under normal weather conditions will be warranted during the first year only. Storm damage is excluded.

Vents (Section 2-46.2)

All exterior penetrations on the roof must be kept free of snow, ice or other debris. Failure to do so can cause damage to your house in a number of different ways. Example: if the roof vents are not kept clear during the heating months, frost will build in the attic. Once the weather warms this frost will melt and can run down through the ceiling or other areas. Improperly installed or missing vents will be corrected.

Ice Dams (Section 2-46.3)

Ice dams can result from many known conditions. Sharper Homes warrants this for one year only if caused by product or workmanship. Environmental conditions which result in an ice dam are not considered a defect and are not covered under this warranty program. Failure to remove snow in low slopes or valleys may void your warranty.

Lifted, Curled or Torn Roof Shingles (Section 2-46.4)

If one of these situations occurs under normal conditions Sharper Homes will repair per industry standard during the first year only. However, acts of nature such as but not limited to Hail, Wind, Falling Trees, Lighting, Aircraft, Floods that

cause damage are not covered. Some deflection of the roof trusses or sheathing can occur and give the illusion that the shingles are lifting and are not covered under the warranty program.

Flat Roofs: (Section 2-46.5)

Water shall drain from a flat roof, except for minor ponding immediately following rainfall or when the roof is specifically designated for water retention, except where cause is determined to result from homeowner action or negligence. The Builder will take corrective action to assure proper drainage of the roof.

Roof Appearance: (Section 2-46.6)

It is acceptable for some rippling/waving of the underlayment which may cause shingles to appear as lifting. This does not affect the performance of the shingles. Builder will have the roof inspected by the manufacturer and provide documentation of continued warranty. Corrections will only be made if the manufacturer cannot provide warranty documentation which states shingles will not provide the intended performance.

BUILDER ACTION: Sharper Homes will repair roof to bring it within industry standards in the first year only. No roof will be replaced due to a defect or fading of the shingles.

Rough Carpentry (Section 2-48)

Some imperfections in framing should be expected due to the nature of lumber and the conditions it must endure. Minor warping, checking or splitting of wood framing is common as the wood dries out or acclimates to its surroundings. This is not considered a warrantable item unless it affects the structural integrity of the building. Per the industry standard, Sharper Homes will stiffen or replace the member as required to bring it within warranty tolerances. Unless specified in your home documentation, all garage areas are considered unfinished and only carries the structural-integrity warranty. The following section will give you the industry standards, which Sharper Homes warrants for.

Ceiling (Section 2-48.1)

Ceilings that are uneven or bowed more than ½ inch a 32-inch horizontal or vertical measurement will be corrected to meet the standard.

Floors (Section 2-48.2)

Wood framed floors having a ridge or depression greater than ¼ inch in a 32” measurement will be corrected to meet the standard.

Deflection (Section 2-48.3)

Floors deflect when you walk on them, this is how floor load is designed to work. You may notice more deflection next to hutches, bookcases, chairs, center islands and other things that put additional load on the floor. Because this is a normal occurrence within the industry standard and nothing is structurally wrong, Sharper Homes does not warrant against this condition. Example: A floor spanning 16 feet should not deflect more the 1.5 inches

Squeaks (Section 2-48.4)

A squeak proof floor cannot be guaranteed. Lumber shrinkage as well as temperature and humidity changes may cause a squeak. Sharper Homes will make a reasonable attempt to fix squeaks once at the yearend appointment only. Trying to fix a squeak prior to your year end may only make it worse as the house has not finished drying out yet. Sharper Homes will not repair squeaks in floors if found under a floor covering that cannot be removed without damaging the floor. Examples of these products include but are not limited to; tile, solid wood floors, laminate or engineered flooring and vinyl flooring. Carpeted areas where it can be pulled back will be attempted but we cannot guarantee seams will go unnoticed.

Roof (Section 2-48.5)

Split or warped rafters or trusses are normal and are caused by the high temperature effect on lumber, which it is exposed to. This can cause a small ridge or depression to appear in the shingles and is not considered a defect or a warranted item.

Walls (Section 2-48.6)

Bows or bulges

If the bow or bulge exceeds a $\frac{1}{2}$ inch in a 32-inch measurement, Sharper Homes will correct to meet the industry standard.

Out of Plumb (Section 2-48.7)

Where the measurement exceeds $\frac{3}{4}$ inch out of plumb in an 8' vertical measurement, Sharper Homes will correct to meet the industry standard.

Out of Square (Section 2-48.8)

A wall that is out of square is not a defect per the industry standard and therefore not a warranted condition.

Decks, Ledgers, Railings and Related Wood Products

Twisting, Warping or Splitting (Section 2-48.9)

Twisting, warping or splitting of wood deck material and related products is normal due to exposure to the elements. Homeowner maintenance is required to minimize this situation.

Loose railings or posts (Section 2-48.10)

Sharper Homes will correct any loose railings or posts that have been

improperly installed. Homeowner maintenance is required on a routine basis.

Finish (Section 2-48.11)

Sharper Homes uses the industry standard quality material on its decks, ledgers and railings and has no control over the finish of the wood. Cosmetic imperfections or rough finishes on wood will not be replaced, as it is not considered a defect. Occasionally a knothole will need to be filled with caulk and repainted which can be listed on the year-end list. However, it is considered homeowner maintenance to caulk these if they occur before that time. If damage occurs because the homeowner or any agents of the homeowner have been negligent it will be the homeowner's responsibility to pay for all necessary repairs or damage.

Builder Action: Builder will correct deficiencies per the tolerances in this section during the first year.

Siding (Section 2-51)

Under normal weather conditions, Sharper Homes warrants the installation of your siding product for the 1st year only. Sharper Homes does not repair or replace siding unless damage is noted on the original walkthrough. If the siding is damaged from storms or other outside elements and is not caused by Sharper Homes or any of its agents, the homeowner must contact their insurance company for coverage. Most storm damage is covered by homeowners' insurance. Please keep in mind that vinyl siding expands and contracts with the normal heating and cooling cycles. For this reason, it must be installed with some room for that expansion and contraction which can make it appear to be loose, waving or some bubbling.

****Only damage noted on the original walk through will be considered a warrantable item.**

Replacement

Any time Sharper Homes must replace any siding, soffit or fascia on your home

during the first-year, color match cannot be guaranteed. Dye lots and profile changes are beyond Sharper Homes' control. Sharper Homes exhibits no control over the manufacturer's ability to change profiles, colors, etc. without notification; however, we will make a reasonable attempt to match the profile and color.

Fading (Section 2-51.1)

The manufacturer and not Sharper Homes warrants your siding for fading. The manufacturer warrants this product against excess fade beyond normal weathering, if caused by a manufacturing defect. Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains. See pamphlet supplied at closing for warranty details.

Loose or Missing Siding (Section 2-51.2)

Builder is responsible for reattaching siding or replacing damaged siding during the first year due to improper installation. After the first year, routine homeowner maintenance is required.

Gaps in siding (Section 2-51.3)

Separations of wood, hardboard, fiber cement siding or trim joints or separations between trim and surfaces of masonry or siding that exceed 3/8 inch will be corrected by caulking or other methods. Less than 3/8 inch are considered routine maintenance.

Melted siding (Section 2-51.4)

Unless noted on the original walkthrough, melted siding is not a covered item. Damage from window reflection can in most cases be corrected by turning the glass so the reflective coating is on the inside. This does not void the manufacturer's warranty for either the window or siding manufacturers. Sharper Homes cannot guarantee total elimination of reflective damage and will replace damage siding one time only. If damage is caused by a neighboring home, it is not covered by Sharper Homes. Both the siding manufacturers and glass manufactures specifically state there is no coverage for damage due to window

reflection.

Stucco Siding: (Section 2-51.5)

Hairline cracks in stucco or masonry siding are not unusual. Any cracks in excess of 1/8 inch or greater shall be repaired one time only. Flashing requirements to windows, walls and wall-to-roof connections shall be applied per code. Maintenance of caulking is the home owner's responsibility.

Sealants: (Section 2-51.6)

Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to exclude the entry of water. The Builder will repair and/or caulk joints or cracks in exterior wall surfaces as required to correct deficiencies one time only. Even properly installed caulking will shrink and must be maintained during the life of the home by the home owner.

Builder Action: Builder will correct deficiencies as they meet the tolerances in this section by the best method to bring into tolerances in the area described. Do not expect home to be resided or whole walls to be resided due to any of the above deficiencies.

Smoke/Carbon Detectors (Section 2-53)

Sharper Homes does not claim that the installed smoke/carbon detection devices will protect the home or occupants. The homeowner must obtain insurance, if any is desired. Smoke detectors are installed where required by the current code(s) at the time of construction in your area. The units should be vacuumed and the batteries changed at least once a year and more often if necessary. Solvents, hairspray, and other chemicals can set off the units. Please refer to the manufacturer's directions for regular cleaning.

BUILDER ACTION: Units that are defective during the first year will be replaced. Homeowner routine maintenance is required.

WALL COVERINGS AND SEPARATIONS (2-53)

CERAMIC TILE – BACK SPLASHES – SHOWER AND BATHS

Builder will replace cracked tiles and re-secure loose tiles, unless the defects were caused by the homeowner's action or negligence. Builder will not be responsible for discontinued patterns or color variations in ceramic tile. Cracks in grout of ceramic tile joints are commonly due to normal shrinkage conditions. The Builder will not be responsible for color variations or discontinued colored grout. **Regrouting of cracks is a maintenance responsibility of the homeowner during the life of the home.**

Wallpaper (2-53.1)

Peeling or separation of wall paper is covered for one year as long as it is not due to homeowner neglect or abuse.

Other applied wall coverings (2-53.2)

All wall coverings (i.e., Shiplap, wallpaper, tile, flooring product) and so forth are not covered under any implied or written warranty unless specifically agreed upon in written documentation prior to closing.

Builder Action: Unless specifically addressed above, the builder does not guarantee any wall covering after the homeowner takes possession.

WINDOWS AND SCREENS (SECTION 2-54)

Condensation (Section 2-54.1)

High humidity within the home and low outside temperature(s) causes condensation on interior surfaces of the window and frame or surrounding woodwork. If this is not wiped up, it will run down and eventually reach the flooring. Because the homeowner controls the humidity within the home Sharper Homes does not warrant any damages collateral or otherwise. **For help on controlling humidity in your home please refer to the Winter Homeowner Checklist included in this packet**

Air Infiltration (Section 2-54.2)

Some air and dust will infiltrate around windows especially before the installation of landscaping in the general area. This is especially true during high winds or storms above which the windows are rated for and is not a defect in the window and will be judged on a case-by-case situation. Air infiltration on single hung windows should be expected around operating sash and is not a defect. Sharper Homes warrants screens and broken windows that are noted on the original walk through. Glass that is broken, explodes, implodes, cracks or has scratches not noted on the original walk through are not covered under the Sharper Homes warranty. All window parts should operate per the manufacturer design and within those tolerances. Sharper Homes will repair or replace parts not performing properly, provided it is not the result of misuse or abuse by the homeowner or any of their agents, during the first year only.

Operation (Section 2-54.3)

During the first year, adjustments to windows not opening properly or hard to open will be corrected one time only.

Window Screens (Section 2-54.4)

Damage to window screens reported at year end is not a defect. Holes or tears in a screen is an example of damage and you should not expect a repair or replacement. Only screens listed on the original walk through will be replaced or repaired.

Sharper Homes warrants your windows for performance and installation for a period of one year. For Manufacture Warranty information go to the manufacturer's website.

BUILDER ACTION: Builder will correct window defects as defined by the manufacturer.

HVAC System (Section 2-55)

Sharper Homes warrants the system free from defects if operated and used

properly for one year from the date of possession, provided proper care has been taken to keep up with regular maintenance.

BUILDER ACTION: No action required by builder unless product defect occurs during the first year.

Section III

Major Structural Defects

A "major construction defect" is defined as actual damage to the load-bearing portion of the dwelling or the home improvement, including damage due to subsidence, expansion or lateral movement of the soil, which affects the load-bearing function and which vitally affects or is imminently likely to vitally affect use of the dwelling or the home improvement for residential purposes. "Major construction defect" does not include damage due to movement of the soil caused by flood, earthquake or other natural disaster.

These are the only load-bearing components of the home which are covered by this limited warranty:

- o Roof framing members (rafters and trusses);
- o Floor framing members (joists and trusses);
- o Bearing walls;
- o Columns;
- o Lintels (other than lintels supporting veneers);
- o Girders;
- o Load-bearing beams
- o Foundation systems and footings.

Examples of components which do not have major construction defect potential are the following:

- o Non-load-bearing partitions and walls;
- o Wall tile or paper or other wall coverings;
- o Plaster, laths, or drywall;
- o Flooring and sub-flooring materials;
- o Bricks, stucco, stone, veneer or exterior wall sheathing;
- o Any type of exterior siding;
- o Roof shingles, sheathing and tarpaper;
- o Heating, Ventilating, and Cooling Systems, Plumbing
- o Systems, Electrical Systems, and mechanical systems;
- o Appliances and Equipment, fixtures; and
- o Doors, windows, trim, cabinets, hardware, insulation, paint and

stains.

Damage to any load bearing components as a result of non-warranty items or lack of maintenance is not covered. Example is a leaking window or roof.