

**Majestic Homebuilders Inc.**  
**building excellence.....for your future**

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**I. INTRODUCTION**

**PLEASE READ THIS CAREFULLY**

The following is intended to acquaint you with the responsibilities of the Builder and the Buyer under this Limited Warranty. If a defect that results in actual physical damage to the Home occurs, the Performance Standards will be used to determine the Builder's obligation under this Limited Warranty. If a specific defect is not addressed in the Performance Standards, then one of the following standards will be used to determine the Builder's obligation under this limited warranty:

- (a) Locally adopted codes; or
- (b) Model codes covering buildings, mechanical, plumbing and electrical systems; or
- (c) Codes of nearby jurisdictions; or
- (d) Locally accepted building practices.

Also note that coverage on certain items varies within the one (1) year Limited Warranty period and some items rely on proper maintenance by the Home Owner.

**11. HOME OWNER RESPONSIBILITIES**

The Home requires an active maintenance effort on the Home Owner's part to reduce the likelihood of damage due to neglect, improper maintenance, or abnormal use. Various regional areas of the country have, local maintenance problems. Some specific Home Owner responsibilities are included under specific topics in Section II, Performance Standards. NOTE: Damage caused or made worse by Home Owner's negligence, improper maintenance, or improper operation is expressly excluded under this Builder's Limited Warranty.

The following Limited Warranty is the only warranty, expressed or implied, that Majestic Home Builders Inc., its successors and assigns, ("Majestic" or "BUILDER") makes to you regarding your new home. Accordingly, please read this warranty thoroughly, since it is important that you understand the extent of your rights under the warranty as well as Majestic's obligation to you as well as the specified limitations to those obligations.

**MANUFACTURERS' WARRANTIES**

Majestic hereby assigns to the Home Owner its interest in any manufacturer's warranties for mechanical equipment, appliances, and other manufactured items furnished with the house. Majestic, does not warrant these items.

**GENERAL ONE-YEAR LIMITED WARRANTY**

Majestic hereby guarantees your new home against the defects due to noncompliance with the performance standards contained herein, provided that such defects are brought to Majestic's attention, as outlined in the purchase contract.

No action on the part of any party including Majestic, including any steps taken to correct defects, will operate to extend such period.

Any items altered by the Home Owner are excluded from warranty coverage, and Majestic will not be liable, or responsible for corrective work performed by others, or for the payment or reimbursement

#### EXCLUDED ITEMS

See purchase contract for additional excluded items

The following items will be corrected by Majestic only if (1) they resulted from the acts of Majestic or its agents, and (2) if they are noted in writing at the time of the Walk Through Inspection:

- (a) Defects in the appearance of interior and exterior finished surfaces;
- (b) Chipping of porcelain, tile, vitreous china, and countertops and vanity tops;
- (c) Torn or defective screens and/or storm windows;
- (d) Broken glass and mirrors;
- (e) Defects in siding, trim or lighting fixtures;
- (f) Defects in appliance finish;
- (g) Loose screws, nuts and bolts;
- (h) Missing items.

#### NON-WARRANTABLE CONDITIONS

The following items are normal conditions that are not warranted by the contractor:

##### 1. Cracks

(a) Concrete foundations, walks and drives can develop cracks due to characteristics they are laid. There is no known method of eliminating this condition. Protect your exterior concrete by keeping it free and clear of ice and snow. Do not apply salt or salt type products in any form. By allowing salt to accumulate you are subjecting your concrete to scaling and pitting.

(b) Mortar cracks can develop in the mortar used in bonding bricks together. This is a normal condition due to shrinkage in either the mortar or the brick and should not be considered a defect.

2. Drywall: It is important to note that your new home will go through a settling process that will sometimes cause nail pops or settlement cracks. These nail pops and settlement cracks are a normal part of the drying out process. While we realize these may cause momentary concern, they are easily remedied by the homeowner when the first repainting is done. However, if the homeowner wishes, the builder will send a worker at the end of one year to make the necessary repairs. Builder's repairs will not include repainting.

3. Floor Squeaks: After extensive research on the subject, technical experts have concluded that much has been tried but that little can be done about floor squeaks. Generally, floor squeaks will appear and disappear over time with changes in the weather.

4. Floors: Floors are not warranted for damage caused by neglect or the incidents of use. Wood, tile, and carpet all require maintenance. Floor casters are recommended to prevent scratching or chipping of wood or tile, and stains should be cleaned from carpets, wood, linoleum, or tile immediately to prevent discoloration.

5. Caulking: Exterior caulking and caulking around tubs, showers and countertops will normally crack and should not be considered a problem. The homeowner should maintain this.

6. Brick Discoloration: Brick may discolor due to the elements, rain runoff, bleaching, or its innate materials.

7. Broken glass: Any broken or scratched glass or mirrors that are not noted by the Buyer on final inspection are covered under this warranty.

8. Stained Woods: Woods, cabinets, paneling, doors and wood trim all have variations in wood grain and color. These variations should not be considered defects.
9. Paint: Good quality paint has been used externally and internally on this home. Nevertheless, external paint can sometimes crack or check. The source of this defect is most often something other than the paint, buyers should avoid allowing lawn sprinklers to hit painted areas, washing down painted areas and so on. Buyers should also not scrub latex painted interior walls and be careful of newly painted walls as they move furniture. The best paint will stain or chip if it is not cared for properly. Any defects in painting that are not noted at final inspection are the responsibility of the Buyer.
10. Chips, Scratches, or Mars: In tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, appliances, doors, siding, floors, etc. nor noted by the Buyer at final inspection are non-warrantable conditions and are the responsibility of the Buyer.
11. Plumbing: Dripping faucets or toilet adjustments are warranted for a period of 90 days only.
12. Lot grading: Lot has been graded to meet City and/or County engineering plan. It has been graded to insure proper drainage away from the foundation. When you finish or add to any landscaping in your yard, be sure the drainage pattern is maintained away from the foundation. We assume no responsibility for the grading or subsequent flooding or stagnant pool formation if the drainage pattern is altered. Maintaining soil levels at backfilled areas is the responsibility of the Buyer.
13. Roof Damage: The warranty on the Buyer's roof is for material only and is prorated over a period of the lifetime use of the roof. Warranty claims for any defects in materials will be handled with the manufacturer with the builder's assistance. The builder will not be responsible for damage caused by walking on the roof or due to the homeowner allowing ice dams to form on the roof during winter months, or damage due to high winds (in excess of 40 mph).
14. Heating and air conditioning: Heating and air-conditioning equipment is covered by a manufacturer's warranty. The buyer is responsible for making sure the filters are kept clean and changed on a 30 day basis. Failure to do so may void the warranty. Having the equipment serviced or checked on a yearly basis is a good idea.
15. Basement: Your basement has been constructed with the proper footing tile and sump pit. The appearance of dampness or moisture on the basement walls or floor can occur in any home and cannot be prevented. Therefore, it is a non-warrantable condition. However, the builder does offer a (pre-construction) waterproofing option for basement walls that does include a warranty against any water leakage.

Some items excluded may be covered if they fall within certain guidelines. The guidelines we follow are the "Illinois Quality Assurance Builder Standards" You have or will receive a copy of this book as the construction process progresses.

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

### III. PERFORMANCE STANDARDS TOPIC INDEX

The Performance Standards lists specific items (defects) within each separate area of coverage. The first section covers workmanship and materials. The second section covers systems. The standards are expressed in terms of performance criteria. For easy comprehension, the format is designed as follows:

1. Possible Problem a brief statement, in simple terms, of problems that may be encountered.
2. Performance Standard A performance standard relating to the specific problem area.

3. Responsibility a statement of the corrective action required of the Builder to repair the deficiency or a statement of the Home Owner's Maintenance responsibilities.

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## BUILDERS ONE YEAR WARRANTY WORKMANSHIP AND MATERIALS

### SITE WORK

#### A. Site Grading

- (1) Possible Problem Settling of ground around foundation, utility trenches or other areas.

**Performance Standard** Settling of ground around foundation walls, utility trenches or other filled areas shall not interfere with water drainage away from the Home.

**Responsibility** If the Builder has provided final grading upon request by the Home Owner, Builder shall fill settled areas affecting proper drainage, one time only, during the first year of the Limited Warranty period. Home Owner shall be responsible for removal and replacement of shrubs or other landscaping affected by placement of such fill.

#### B. Site Drainage

- (1) Possible Problem Improper drainage of the site.

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

Responsibility The builder is responsible only for initially establishing the proper grades and swales. The Home Owner is responsible for maintaining such grades and swales once they have been properly established.

## 2. CONCRETE

### A. Expansion and Contraction Joints

(1) Possible Problem Separation or movement of concrete slabs within the structure at expansion and contraction joints.

Performance Standard Concrete slabs with the structure are designed to move at expansion and contraction joints.

Responsibility None

### B. Cast In Place Concrete

(1) Possible Problem Basement or foundation wall cracks.

Performance Standard Shrinkage cracks are not unusual in concrete foundation walls. Such cracks greater than 1/8 inch in width shall be repaired.

Responsibility Builder will repair cracks in excess of 1/8 inch width.

### B. Cast In Place Concrete Continued

(2) Possible Problem Cracking of basement floor.

Performance Standard Minor cracks in concrete basement floors are normal. Cracks exceeding 3/16 inch in width or 1/8 inch in vertical displacement shall be repaired.

Responsibility Builder will repair cracks exceeding maximum tolerances by surface patching or other methods as required.

(3) Possible Problem Cracking of slab in attached garage.

Performance Standard Cracks in garage slabs in excess of 1/4 inch in width in vertical displacement shall be repaired.

Responsibility Builder will repair cracks exceeding maximum tolerances by surface patching or other methods as required.

(4) Possible Problem Uneven concrete floors/slabs.

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

Responsibility Builder will correct or repair to meet the Performance Standard.

(5) Possible Problem Cracks in concrete slab on grade floors with finish flooring.

Performance Standard Cracks which rupture the finish flooring material shall be repaired.

Responsibility Builder will repair cracks, as necessary, so as not to be readily apparent when the finish flooring material is in place. (See also Performance Standard 7, "Finishes.")

#### B. Cast In Place Concrete Continued

(6) Possible Problem Pitting, scaling or spalling of concrete work covered by this Limited Warranty.

Performance Standard Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions of weathering use.

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

(7) Possible Problem Settling, heaving, or separating of stoops, steps or garage floors.

Performance Standard Stoops, steps or garage floors shall not settle, heave or separate in excess of 1 inch from the house structures.

Responsibility Builder will take whatever corrective action is required to meet the Performance Standard.

(8) Possible Problem Standing water on stoops.

Performance Standard Water should drain from outdoor stoops and steps. The possibility of minor water standing on stoops for a short period after rain can be anticipated.

Responsibility Builder shall take corrective action to assure drainage of steps and stoops.

### 3. MASONRY

#### A. Unit Masonry

(1) Possible Problem Basement or foundation wall cracks.

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

Responsibility Builder will repair cracks in excess of 1/8 inch by pointing or patching. These deficiencies shall be reported and repairs made during the first year of the Limited Warranty.

#### A. Unit Masonry Continued

(2) Possible Problem Cracks in masonry walls or veneer.

**Performance Standard** Small hairline cracks due to shrinkage are common in mortar joints in masonry construction. Cracks greater than 3/8 inch in width are considered excessive.

**Responsibility** Builder will repair excessive cracks, by tuckpointing or patching. These repairs shall be made during the first year of the Limited Warranty period. Builder will not be responsible for color variation between old and new mortar.

#### 4. WOOD AND PLASTIC

##### A. Rough Carpentry

(1) Possible Problem Floors squeak or sub floor appears loose.

**Performance Standard** Floor squeaks and loose sub floor are often temporary conditions common to new construction, and a squeak proof floor cannot be guaranteed.

**Responsibility** Builder will correct the problem only if caused by an underlying construction defect.

(2) Possible Problem Uneven wood floors

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

**Responsibility** Builder will correct or repair to meet Performance Standard.

(3) Possible Problem Bowed walls.

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

**Responsibility** Builder will repair to meet Performance Standard.

##### A. Rough Carpentry Continued

(4) Possible Problem Out of plumb walls.

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

**Responsibility** Builder will repair to meet the Performance Standard.

##### B. Finish Carpentry (Interior)

(1) Possible Problem Poor quality of interior trim workmanship.

**Performance Standard** Joints in moldings or joint between moldings and adjacent surface shall not result in open joints exceeding 1/8 inch in width.

Responsibility Builder will repair defective joints, as defined. Caulking is acceptable.

### C. Finish Carpentry (Exterior)

(1) Possible Problem Poor quality of exterior trim workmanship.

Performance Standard Joints between exterior trim elements, including siding and masonry, shall not result in open joints in excess of 3/8 inch. In all cases the exterior trim, masonry and siding shall be capable of performing its function to exclude the elements.

Responsibility Builder will repair open joints, as defined.  
Caulking is acceptable.

## S. THERMAL AND MOISTURE

### Protection

#### A. Waterproofing

(1) Possible Problem Leaks in basement

Performance Standard Leaks resulting in actual trickling of water shall be repaired. Leaks caused by improper landscaping or failure to maintain proper grades are not covered by this Limited Warranty. Dampness of the walls or floors may occur in new construction and is not considered a deficiency.

Responsibility Builder will take such action as necessary to correct basement leaks except where the cause is determined to result from Home Owner action or negligence.

#### B. Insulation

(1) Possible Problem Insufficient insulation.

Performance Standard Insulation shall be installed in accordance with applicable energy and building code requirements.

Responsibility Builder will install insulation in sufficient amounts to meet Performance Standard.

#### C. Louvers and Vents

(1) Possible Problem Leaks due to snow or rain driven into the attic through louvers or vents.

Performance Standard Attic vents and/or louvers must be provided for proper ventilation of the attic space of the structure.

Responsibility None

## THERMAL AND MOISTURE CONTINUED

### D. Roofing and Siding

(1) Possible Problem Ice build up on roof.

Performance Standard During prolonged cold spells, ice build up is likely to occur at the eaves of a roof. This condition occurs when snow and ice accumulate and gutters and downspouts freeze up.

Responsibility Prevention of ice build up on the roof is a Home Owner maintenance item.

(2) Possible Problem Roof or flashing leaks.

Performance Standard Roofs and flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice build up or Home Owner action or negligence.

Responsibility Builder will repair any verified roof or flashing leaks not caused by ice build up or Home Owner action or negligence.

(3) Possible Problem Standing water on flat roof.

Performance Standard Water shall drain from flat roof except for minor ponding immediately following rainfall or when the roof is specifically designed for water retention.

Responsibility Builder will take corrective action to assure proper drainage of roof.

(4) Possible Problem Delaminating of veneer siding or joint separation.

Performance Standard All siding shall be installed according to the manufacturer's and industry's accepted standards. Separations and delaminating shall be repaired or replaced.

Responsibility Builder will repair or replace siding as needed unless caused by Home Owner's neglect to maintain siding properly. Repaired area may not match in color and/or texture. For surface/s requiring paint, Builder will paint only the new materials. The Home Owner can expect that the newly painted surface may not match original surface in color.

### E. Sheet Metal

(1) Possible Problem Gutters and/or downspouts leak.

Performance Standard Gutters and downspouts shall not leak but gutters may overflow during heavy rain.

Responsibility Builder will repair leaks. It is a Home Owner responsibility to keep gutters and downspouts free of leaves and debris which could cause overflow.

(2) Possible Problem Water standing in gutters.

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

Responsibility Builder will correct to meet Performance Standard.

### F. Sealants

(1) Possible Problem Leaks in exterior walls due to inadequate caulking.

Performance Standard Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to exclude the entry of water.

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

## 6. DOORS AND WINDOWS

### A. Wood and Plastic Doors

(1) Possible Problem Warping of exterior doors.

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

**Responsibility** Builder will correct or replace and refinish defective doors, during the first year of the Limited Warranty period.

(2) Possible Problem Warping of interior passage and closet doors.

**Performance Standard** Interior doors (full openings) shall not warp in excess of National Woodwork Manufacturers Association Standards (1/4 inch, measured diagonally from corner to corner).

**Responsibility** Builder will correct or replace and refinish defective doors to match existing doors as nearly as possible, during the first year of the Limited Warranty period.

(3) Possible Problem Shrinkage of insert panels show raw wood edges.

**Performance Standard** Panels will shrink and expand and may expose unpainted surface.

**Responsibility** None

(4) Possible Problem Split in door panel.

**Performance Standard** Split panels shall not allow light to be visible through the door.

**Responsibility** Builder will, if light is visible, fill split and match Paint or stain as closely as possible, one time in the first year of the Limited Warranty period. Caulking is an appropriate filler.

### B. Glass

(1) Possible Problem Broken glass.

**Performance Standard** None.

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

### C. Garage Doors on Attached Garages

(1) Possible Problem Garage doors fail to operate properly, under normal use.

Performance Standard Garage doors shall operate properly.

Responsibility Builder will correct or adjust garage doors as required, except where the cause is determined to result from Home Owner action or negligence.

(2) Possible Problem Garage doors allow entrance of snow or water.

Performance Standard Garage doors shall be installed as recommended by the manufacturer. Some entrance of the elements can be expected under abnormal conditions.

Responsibility Builder will adjust or correct garage door to meet manufacturer's recommendations.

#### D. Wood, Plastic and Metal Windows

(1) Possible Problem Malfunction of windows.

Performance Standard Windows shall operate with reasonable ease, as designed.

Responsibility Builder will correct or repair as required.

(2) Possible Problem Condensation and /or frost on windows.

Performance Standard Windows will collect condensation on interior surfaces when extreme temperature differences and high humidity levels are present. Condensation is usually the result of climatic/humidity conditions created by the Home Owner.

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

#### E. Weather-stripping and Seals

(1) Possible Problem Air infiltration around doors and windows.

Performance Standard - Some Infiltration is normally noticeable around doors and windows, especially during high winds. Poorly fitted weather-stripping shall be adjusted or replaced. It may be necessary for the Home Owner to have storm doors and windows installed to provide satisfactory solutions in high wind areas.

Responsibility Builder will adjust or correct poorly fitted doors, windows and poorly fitted weather-stripping.

### 7. FINISHES

#### A. Gypsum Wallboard

(1) Possible Problem Defects which appear during the first year of the Limited Warranty such as nail pops, blisters in tape, or other blemishes.

Performance Standard Slight "imperfections" such as nail pops, seam lines and cracks not exceeding 1/8 inch in width are common in gypsum wallboard installations and are considered acceptable.

Responsibility Builder will repair only cracks exceeding 1/8 inch in width, one time only, during the first year of the Limited Warranty period. (See also Performance Standard 7.F, "Painting.")

## B. Ceramic Tile

(1) Possible Problem Ceramic tile cracks or becomes loose.

Performance Standard Ceramic tile shall not crack or become loose.

Responsibility Builder will replace cracked tiles and secure loose tiles unless the defects were caused by the Home Owner's action or negligence. Builder will not be responsible for discontinued patterns or color variations in ceramic tile.

## B. Ceramic Tile Continued

(2) Possible Problem Cracks appear in grouting of ceramic tile joints or at junctions with other materials such as a bathtub.

Performance Standard Cracks in grouting of ceramic tile joints are commonly due to normal shrinkage conditions.

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

## C. Finished Wood Flooring

(1) Possible Problem Cracks developing between floor boards.

Performance Standard Cracks in excess of 1/8 inch in width shall be corrected.

Responsibility Builder will repair cracks in excess of 1/8 inch within the first year of the Limited Warranty period, by filling or replacing, at Builder's option.

## D. Resilient Flooring

(1) Possible Problem Nail pops appear on the surface of resilient flooring.

Performance Standard Readily apparent nail pops shall be repaired.

Responsibility Builder will correct nail pops which have broken the surface. Builder will repair or replace, at the Builder's option, resilient floor covering in the affected area with similar material. Builder will not be responsible for discontinued patterns or color variations in the floor covering.

## D. Resilient Flooring Continued

(2) Possible Problem Depressions or ridges appear in the resilient flooring due to sub floor irregularities.

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

Responsibility Builder will take corrective action as necessary, to bring the defect within acceptable tolerance so that the affected area is not readily visible. Builder will not be responsible for discontinued patterns or color varia-

tions in floor covering.

(3) Possible Problem Resilient flooring loses adhesion.

Performance Standard Resilient flooring shall not lift, bubble or become unglued.

Responsibility Builder will repair or replace, at the Builder's sole option, the affected resilient flooring as required. Builder will not be responsible for discontinued patterns or color variation of floor covering, or for problems caused by Home owner neglect or abuse.

(4) Possible Problem Seams or shrinkage gaps show at resilient flooring joints.

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

Responsibility Builder will repair or replace, at the Builder's sole option, the affected resilient flooring as required. Builder will not be responsible for discontinued patterns or color variation of floor covering, or for problems caused by Home Owner neglect or abuse.

## E. Painting

(1) Possible Problem Exterior paint or stain peels, deteriorates or fades.

Performance Standard Exterior paints or stains should not fail during the first year of the Limited Warranty period. However, fading is normal and the degree is dependent on climatic conditions.

Responsibility If paint or stain is defective, Builder will properly prepare and refinish affected areas, matching color as close as possible. Where finish deterioration affects the majority of the wall area, the whole area will be refinished.

(2) Possible Problem Painting required as corollary (consequence) repair because of other work.

Performance Standard Repairs required under this Limited Warranty shall be finished to match surrounding areas as closely as practicable.

(3) Possible Problem Deterioration of varnish or lacquer finishes.

Performance Standard Natural finishes on interior woodwork shall not deteriorate during the first year of the Limited Warranty period. However, varnish type finishes used on the exterior will deteriorate rapidly and are not covered by the Limited Warranty.

Responsibility Builder will retouch affected areas of natural finish interior woodwork, matching the color as closely as possible.

(4) Possible Problem Mildew or fungus on painted surfaces.

Performance Standard Mildew or fungus will form on a painted surface if the structure is subject to abnormal exposures (i.e., rainfall, ocean, lake or river front).

Responsibility Mildew or fungus formation is a condition the Builder cannot control and is a Home Owner maintenance item unless it is a result of noncompliance with other sections of the Performance Standard.

## F. Wall Covering

(1) Possible Problem Peeling of wall covering.

Performance Standard Peeling of wall covering shall not occur.

Responsibility Builder will repair or replace defective wall covering applications.

(2) Possible Problem Edge mismatching in pattern of wall covering.

Performance Standard None

Responsibility None

## G. Carpeting

(1) Possible Problem Open carpet seams.

Performance Standard Carpet seams will show. However, no visible gap is acceptable.

Responsibility Builder will correct. The method shall be at the Builders sole discretion.

(2) Possible Problem Carpeting becomes loose, seams separate or stretching occurs.

Performance Standard Wall to wall carpeting, installed as the primary floor covering, when stretched and secured properly shall not come up, become loose, or separate from its point of attachment.

Responsibility Builder will stretch and/or secure carpeting as needed, if original installation was performed by Builder.

(3) Possible Problem Spots on carpet, minor fading.

Performance Standard Exposure to light may cause spots on carpet and/or fading.

Responsibility None

## H. Special Coatings

(1) Possible Problem Cracks in exterior stucco wall surfaces.

Performance Standard Cracks are not unusual in exterior stucco wall surfaces. Cracks greater than 1/8 inch in width shall be repaired.

Responsibility Builder will repair cracks exceeding 1/8 inch in width, one time only, during the first year of the Limited Warranty period.

## 8. SPECIALTIES

### A. Louvers and Vents

(1) Possible Problem Inadequate ventilation of attics and crawl spaces.

Performance Standard Attic and crawl spaces shall be ventilated as required by the approved building code.

Responsibility The Builder shall provide for adequate ventilation. Builder will not be responsible for alterations to the original system.

### B. Fireplaces

(1) Possible Problem Fireplace or chimney does not draw properly.

Performance Standard A properly designed and constructed fireplace and chimney shall function properly. It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney.

Responsibility Builder will determine the cause of malfunction and correct, if the problem is one of design or construction of the fireplace.

### B. Fireplaces Continued

(2) Possible Problem Chimney separation from structure to which it is attached.

Performance Standard Newly built fireplaces will often incur slight amounts of separation. Separation shall not exceed 1/2 inch from the main structure in any 10 foot vertical measurement.

Responsibility Builder will determine the cause of separation and correct if standard is not met. Caulking is acceptable.

(3) Possible Problem Firebox paint changed by fire.

Performance Standard None.

Responsibility None. Heat from fires will alter finish.

(4) Possible Problem Cracked firebrick and mortar joints.

Performance Standard None.

Responsibility None. Heat and flames from "roaring" fires will cause cracking.

## 9. CABINETS AND TOPS

### A. Residential Equipment

(1) Possible Problem Surface cracks, joint delaminating and chips in high pressure laminates on vanity and kitchen cabinet countertops.

Performance Standard Countertops fabricated with high pressure laminate coverings shall not delaminate.

Responsibility Builder will replace delaminated coverings to meet specified criteria. Builder will not be re-

sponsible for chips and cracks noted following first occupancy.

(2) Possible Problem Kitchen Cabinet malfunctions.

Performance Standard Warping not to exceed 1/4 inch as measured from face frame to point of furthest warping with door or drawer front in closed position.

Responsibility Builder will correct or replace doors or drawer fronts.

A. CABINETS AND TOPS Continued

(3) Possible Problem Gaps between cabinets, ceiling or walls.

Performance Standard Acceptable tolerance 1/4 inch in width.

Responsibility Builder will correct to meet Performance Standard.

## 10. PLUMBING

A. Water Supply System

(1) Possible Problem Plumbing pipes freeze and burst.

Performance Standard Drain, waste and vent, and water pipe shall be adequately protected, as required by applicable code, during normally anticipated cold weather, and as defined in accordance with ASHRAE design temperatures, to prevent freezing.

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

B. Plumbing System

(1) Possible Problem Faucet or valve leak.

Performance Standard No valve or faucet shall leak due to defects in workmanship and materials.

Responsibility Builder will repair or replace the leaking faucet or valve.

(2) Possible Problem Defective plumbing fixtures, appliances or trim fittings.

Performance Standard Fixtures, appliances or fittings shall comply with their manufacturer's standards.

Responsibility Builder will replace and defective fixture or fitting which does not meet acceptable standards, as defined by the manufacturer.

B. Plumbing System Continued

(3) Possible Problem Noisy water pipes.

Performance Standard There will be some noise emitting from the water pipe system, due to the flow of water. However, water hammer shall not be substantially audible.

Responsibility Builder cannot remove all noises due to water flow and pipe expansion. Builder will correct to eliminate “water hammer.”

(4) Possible Problem Cracking or chipping of porcelain or fiberglass surfaces.

Performance Standard Chips and cracks on surfaces of bathtubs and kitchen sinks can occur when surface is hit with sharp or heavy objects.

Responsibility Builder will not be responsible for repairs unless damage has been reported to Builder prior to first occupancy.

## 11. HEATING AND COOLING

### A. Heating

(1) Possible Problem Inadequate heating.

Performance Standard Heating system shall be capable of producing an inside temperature of 70 degrees F, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor winter design conditions as specified in ASHRAE handbook. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted.

Responsibility Builder will correct heating system to provide the required temperatures. However, the Home Owner shall be responsible for balancing dampers, registers and other minor adjustments.

### B. Refrigeration

(1) Possible Problem Inadequate cooling.

Performance Standard Where air conditioning is provided, the cooling system shall be capable of maintaining a temperature of 78 degrees F, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor summer design conditions as specified in ASHRAE handbook. In the case of outside temperatures exceeding 95 degrees F, a differential of 15 degrees F from the outside temperature will be maintained. Federal, state, or local energy codes shall supersede this standard where such codes have been locally adopted.

Responsibility Builder will correct cooling system to meet temperature conditions, in accordance with specifications.

### C. Condensation Lines

(1) Possible Problem Condensation lines clog up.

Performance Standard None.

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

## 12. VENTILATION

### A. Air Distribution

(1) Possible Problem Noisy ductwork.

Performance Standard When metal is heated it expands and when cooled it contracts. The result is “ticking” or “crackling” which is generally to be expected.

Responsibility None.

Air Distribution Continued

(2) Possible Problem Oilcanning.

Performance Standard The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not “oilcan.” The booming noise caused by “oilcanning” is not acceptable.

Responsibility Builder will correct to eliminate this sound.

### 13. ELECTRICAL.

#### A. Electrical Conductors, Fuses and Circuit Breakers

(1) Possible Problem Fuses blow or circuit breakers (excluding ground fault interrupters) “kick out.”

Performance Standard Fuses and circuit breakers shall not activate under normal usage.

Responsibility Builder will check wiring circuit for conformity with local, state, or approved national electrical code requirements. Builder will correct circuitry not conforming to code specifications.

#### B. Outlets, Switches and Fixtures

(1) Possible Problem Drafts from electrical outlets.

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

Responsibility None.

(2) Possible Problem Malfunction of electrical outlets, switches or fixtures.

Performance Standard All switches, fixtures and outlets shall operate as intended.

Responsibility Builder will repair or replace defective switches, fixtures and outlets.

#### C. Service and Distribution

(1) Possible Problem Ground fault interrupter trips frequently.

Performance Standard Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection from electrical shock. These sensitive devices can be tripped very easily.

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

## 14. PLUMBING SYSTEM

### A. Water Supply

(1) Possible Problem Water supply system fails to deliver water.

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

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

### B. Septic Tank System

(1) Possible Problem Septic system fails to operate properly.

**Performance Standard** Septic system shall function adequately during all seasons, under climatic 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, local approved Code Requirements.

**Responsibility** 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 contractors or subcontractors under the builder's control. 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 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, chemicals, bleaches or bleach products, alcohol, tobacco, etc. that will cause bacteria to die or not flourish, which in turn causes a sludge buildup, which will damage the system and/or components to the plumbing system served by the septic system; and damage, or changes, to the septic system installation surrounding soil conditions critical to the system's functioning.

### C. Piping

(1) Possible Problem Leakage from any piping.

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

**Responsibility** Builder will make repairs to eliminate leakage.

### C. Piping Continued

(2) Possible Problem Stopped up sewers, fixtures and drains.

**Performance Standard** Sewers, fixtures and drains shall operate properly.

**Responsibility** Builder will not be responsible for sewers and drains which are clogged through the Home Owner negligence. If a Problem occurs, the Home Owner should consult Builder for a proper course of action. Where defective construction is shown to be the cause, Builder will assume the cost of the repair. Where Home Owner negligence is shown to be the cause, the Home Owner shall assume all repair costs.

(3) Possible Problem Refrigerant lines leak.

Performance Standard Refrigerant lines shall not develop leaks during normal operation.

Responsibility Builder will repair leaking refrigerant lines and recharge unit, unless damage was caused by the Home Owner.

15. VENTILATION SYSTEM

A. Air Distribution

(1) Possible Problem Ductwork separates or becomes unattached.

Performance Standard Ductwork shall remain intact and securely fastened.

Responsibility Builder will reattach and re secure all separated or unattached ductwork.

16. ELECTRICAL SYSTEM

A. Wiring

(1) Possible Problem Failure of wiring to carry its designed load.

Performance Standard Wiring should be capable of carrying the designed load for normal residential use.

Responsibility Builder will check wiring for conformity with local, state, or approved national electrical coded requirements. Builder will repair wiring not conforming to code specifications.

Wherein a conflict arises between this document and the "Illinois Quality Assurance Builder Standards" then the book "Illinois Quality Assurance Builder Standards" will prevail.

By signing this warranty you agree to perform certain routine maintenance tasks on \_\_\_\_\_, which may or may not include the purchase, by you, of certain products to perform said maintenance. Furthermore you agree that all items designated on the final walk thru punch list have been completed to your satisfaction except the following.

- 1. \_\_\_\_\_ 2. \_\_\_\_\_
- 3. \_\_\_\_\_ 4. \_\_\_\_\_

We hereby accept this Warranty and it becomes a part of the contract on:

Property Address: \_\_\_\_\_

Dated: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Purchasers: \_\_\_\_\_

Seller: Majestic Homebuilders Inc.

John A. Knoelk President \_\_\_\_\_