Homeowner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Closing Date/Effective Date of Warranty Coverage: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Terms and Conditions**

**A. Definitions**

To help you better understand your Limited Warranty Policy, please refer to the following list of definitions which apply.

 **1. Administrator**

Venture Building Company is the Administrator in Year One of this Limited Warranty.

 **2. Appliances and Items of Equipment, including Attachments and Appurtenances**

Water heaters, pumps, stoves, refrigerators, compactors, garbage disposals, ranges, dishwashers, washers and dryers, bathtubs, sinks, commodes, faucets, light fixtures, switches, outlets, thermostats, furnaces, and oil takes, humidifiers, oil purifiers, air conditioning materials, sprinkler systems and similar items.

 **3. Cooling, Ventilating, and Heating Systems (HVAC)**

All ductwork, refrigerant lines, steam and water pipes, register, convectors and dampers.

 **4. Defect**

 A condition of any item warranted by this Limited Warranty which exceeds the allowable tolerance specified. Failure to complete construction of the Home in whole or in part, is not considered a Defect.

 **5. Electrical Systems**

 All wiring, electrical boxes and connections up to the house side of the meter base.

 **6. Home**

 The single family dwelling identified on the front of this Limited Warranty.

 **7. Limited Warranty**

 The terms and conditions contained in this manual, including any applicable addenda.

 **8. Major Structural Defects**

 All of the following conditions must be met to constitute a Major Structural Defect:

 a. actual physical damage to one or more of the following specified load-bearing components of the Home;

 b. causing the failure of the specific major structural components; and

 c. which affects its load-bearing function to the degree that it materially affects the physical safety of the occupants of the Home.

 Load-bearing components of the Home deemed to have MSD potential:

 (1) roof framing members (rafters and trusses)

 (2) floor framing members

 (3) bearing walls

 (4) columns

 (5) lintels (other than lintels supporting veneers)

 (6) girders

 (7) load-bearing beams

 (8) foundation systems and footings

 Examples of non-load-bearing elements deemed NOT to have MSD potential:

 (1) non-load-bearing partitions and walls

 (2) wall tile or paper

 (3) plaster, laths, or drywall

 (4) flooring and subflooring materials

 (5) brick, stucco, stone, veneer, or exterior wall sheathing

 (6) any type of exterior siding

 (7) roof shingles, sheathing, and tar paper

 (8) HVAC, Electrical, Plumbing, and mechanical systems

 (9) Appliances, fixtures, or Items of Equipment

 (10) doors, windows, trim, cabinets, hardware, insulation, paint and stains

 **9. Plumbing Systems**

 All pipes located within the Home and their fittings, including gas supply lines and vent pipes.

 **10. Purchaser**

 You. The Purchaser includes the first buyer of the warranted Home and any and all subsequent Owners who take the title within the warranty period.

 **11. Warrantor**

 Venture Building Company is the Warrantor in Year One of this Limited Warranty.

 **12. Water Supply System (Private or Public)**

 This system includes, but is not limited to, all supply and distribution pipes, fittings, valves, pumps and wells, outside the exterior wall of the Home which supply water to the Home.

**B. Introduction to the Limited Warranty**

This manual provides specific details, conditions, and limitations of the Limited Warranty including procedures for requesting warranty performance and for binding arbitration, in accordance with the procedures of the Federal Arbitration Act. Read this document in its entirety to understand the protection it affords, the exclusions applicable to it, the Warranty Standards which determine its interpretations and operation and your responsibilities.

This is NOT an insurance policy, a maintenance agreement, or a service contract. It is an explanation of what you, the Purchaser, can expect from this Limited Warranty.

Appliances and Equipment included in this Home are not warranted under this Limited Warranty but may be covered by separate warranties provided by the manufacturer. These warranties will be passed on to you by the Builder at closing and are separate from this Limited Warranty.

You are responsible for the maintenance of your new Home. General and preventative maintenance are required to prolong the life of your new Home.

**C. The Limited Warranty.**

Actions taken to cure Defects will NOT extend the periods of specified coverage in this Limited Warranty.

Only warranted elements which are specifically designated in the Warranty Standards are covered by this Limited Warranty.

The Warrantor has the choice to repair, replace, or pay the reasonable cost to repair or replace warranted items which do not meet Warrant Standards and are not excluded in the Limited Warranty.

**D. Coverage**

ONE YEAR COVERAGE. The Builder warrants that for a period of one (1) year after the Effective Date of Warranty, warranted items will function and operate as presented in the Warranty Standards. Coverage is ONLY available where specific Standards and Actions are represented in this Limited Warranty.

**E. Conditions**

You must provide reasonable weekday access during normal business hours to inspect the condition of your home and to perform warranty obligations. Failure to provide reasonable access may relieve the Contractor of its obligations to fulfill requests under this Limited Warranty.

Before undertaking any non-emergency repair, instituting any action for breach of warranty, or an improvement with a value exceeding two thousand dollars; the purchaser or owner shall give the Contractor written notice within six (6) months after knowledge of the defect, advising the Contractor of any defect and giving the contractor a reasonable time to comply with this section. Within a reasonable time after receiving the notice, the contractor shall inspect the defect and provide a response to the purchaser or owner, and, if appropriate, remedy the defect within a reasonable time thereafter. The contractor shall provide the purchaser or owner written notice of the requirements of this section at the time of closing for the property or, in the case of an improvement, at the time of completion of the improvement. For the purposes of this section, "reasonable time" means within ninety (90) business days after the notice is mailed or any shorter period of time as may be appropriate under the circumstances.

Warranty requests must be submitted online through Builder Trend at [www.buildertrend.net](http://www.buildertrend.net)

To retrieve your login information or for questions about submitting your warranty request online, please or e-mail us at epichomesnd@gmail.com. For additional questions prior to filing a warranty claim, please contact Parker Pladson at (701) 290-6734

**F. Exclusions**

The following are NOT covered under this Limited Warranty:

 1. Loss or damage:

 a. to land

 b. to the Home, persons, or property directly or indirectly caused by insects, birds, rodents, wild or domestic animals

 c. which arises while the Home is used primarily for non-residential purposes

 d. which is covered by any other insurance or for which compensation is granted by Legislation

 e. resulting directly or indirectly from flood, surface water, waves, tidal water, overflow of any body of water, or spray from any of these (whether or not driven by wind), water which backs up from sewer or drains, changes in the water table which were not reasonably foreseeable, water below the surface of the ground (including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure), wetlands, springs or aquifers.

 f. from normal deterioration or wear and tear

 g. after Year One, to, resulting from, or made worse by all components of structurally attached decks, balconies, patios, porches, stoops, porch roofs and porticos

 h. after Year One, to, resulting from, or made worse by elements of the Home which are constructed separate from foundation walls or other structural elements of the Home such as, but not limited to, chimneys and concrete floors of basements and attached garages.

 i. to wiring, to and between communication devices from the source of power, whether or not connected to the interior wiring system of the Home. Such devices shall include, but not be limited to, telephone systems, television cable and/or satellite systems, intercom systems, computer systems, and security systems. Sources of power shall include, but not be limited to, service entrance conductors, switches, outlets, receptacles and junction boxes.

 j. to, or caused by, recreational facilities, driveways, walkways, patios, porches and stoops not structurally attached, decks and balconies which are not bolted to or cantilevered from the main structure of the Home; boundary and/or retaining walls, bulkheads, fences, landscaping, sodding, seeding, shrubs, trees and plantings; subsurface drainage systems (other than footer drains); lawn sprinkler systems; off-site improvements, including streets, sidewalks, adjacent property and the like; or any other improvements not part of the Home itself.

 2. Loss or damage resulting from, or made worse by:

 a. changes in grading of the property surrounding the Home by anyone except your Builder or its employees, agents, or subcontractors

 b. changes in grading caused by erosion

 c. modifications or additions to the Home, or property under or around the Home, made after the Effective Date of Warranty (other than changes made in order to meet the obligations of this Limited Warranty)

 d. intrusion of water into crawl spaces

 e. the weight and/or performance of any type of waterbed or any other furnishing which exceeds the load-bearing design of the Home

 f. the presence or consequence of unacceptable levels of radon, formaldehyde, carcinogenic substances or other pollutants and contaminants, or the presence of hazardous or toxic materials resulting in the inhabitability or health risk within the Home

 g. acts or omissions by you, your agents, employees, licensees, invitees, accidents, riots, civil commotion, nuclear hazards, acts of God or nature, fire, explosion, blasting, smoke, drought, water escape, windstorms, tropical storms, hurricanes, hail, lightning, ice, snow, falling trees, aircraft, vehicles, flood, mudslides, sink holes, mine subsidence, faults, crevices, earthquake, land shock waves, volcanic eruption, or manmade events such as war, terrorism, or vandalism

 h. your failure to perform routine maintenance

 i. your failure to minimize or prevent such loss or damage in a timely manner

 j. defects in, but not limited to, recreational facilities, driveways, walkways, patios, porches and stoops not structurally attached, decks and balconies which are not bolted to or cantilevered from the main structure of the Home; boundary and/or retaining walls, bulkheads, fences, landscaping, sodding, seeding, shrubs, trees and plantings; subsurface drainage systems (other than footer drains); lawn sprinkler systems; off-site improvements, including streets, sidewalks, adjacent property and the like; or any other improvements not part of the Home itself

 k. defects in detached garages or outbuildings (except those which contain Plumbing, Electrical, HVAC serving the Home, and then only to the extent where Defects would affect those systems). A detached garage is one which is constructed on its own foundation, separate and apart from the foundation of the Home. A breezeway, fence, utility line, or similar union shall not cause a garage or outbuilding to be considered attached.

 l. negligent maintenance or operation of the Home and its systems by anyone other than your Builder or its agents, employees, or subcontractors

 m. any portion of a Water Supply System, private or public, including design\*

 n. quality and portability of water

 o. any portion of a Sewage Disposal System, private or public, including design\*

 p. dampness, condensation, or heat buildup caused by your failure to maintain proper ventilation\*

 3. The removal and/or replacement of items specifically excluded from coverage under this Limited Warranty, such as landscaping, personal property, and items originally not installed by the Contractor, is authorized where removal and/or replacement are required to execute a repair.

 4. Sound transmission and sound proofing between rooms or floor levels

 5. Appliances and Equipment included in the Home are not warranted under this Limited Warranty but may be covered by separate warranties provided by the manufacturer or supplier. These warranties are passed from the Builder at closing and are separate from this Limited Warranty. Damage caused by improper maintenance or operation, negligence, or improper service of these items by you or your agent will not be covered under this Limited Warranty.

**Concrete Walls & Floors**

Cracks appear in control joints.

Uneven concrete floors in finished areas of basement.

Cracks in poured concrete foundation walls.

Cracks in block or veneer wall.

Leaks resulting in actual flow or trickling of water through wall or floor, causing an accumulation.

Disintegration of the concrete floor surface.

Cracks in concrete floor which rupture or significantly impair performance of floor covering.

Cracks in concrete floor of unfinished area or in areas not designed for living.

Condensation on walls, joists, support columns, and other components of basement area.

No action required.

Builder will correct areas in which defect exceeds 3/8” within a 32” measurement.

Builder will correct cracks which exceed ¼” width.

Builder will correct cracks which exceed ¼” width.

Builder will correct.

Builder will correct disintegrated surfaces caused by improper placement of concrete.

Builder will correct so defect is not readily noticeable when floor covering is in place.

Builder will correct cracks which exceed ¼” width or vertical displacement.

No action required.

The expansion/contraction joint is placed to control cracking. This is not a deficiency.

In rooms not initially finished as living areas or where floor or portion of floor surface has been designed for specific drainage purposes, a slope which exceeds 3/8” within a 32” measurement is not a deficiency.

Shrinkage cracks are common and should be expected. Surface patching and epoxy injections are examples of acceptable repair methods.

Some cracks are common through masonry and mortar joints. Cracks ¼” or less are considered routine Owner maintenance.

A one-time occurrence may not indicate a defect. Owner must maintain proper grading around the home and maintain any surface water control systems installed by the Builder. Dampness/condensation are normal conditions and not covered.

Disintegration caused by erosion due to salt, chemicals, implements used and other factors beyond Builder’s control is not a warranted deficiency.

Minor impressions in floor covering are not considered significant imperfections.

Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected.

Maintaining adequate ventilation and moisture control is considered Owner maintenance.

**Exterior Concrete Slabs**

Disintegration of exterior concrete slabs

Cracks in exterior concrete slabs

**Garage Concrete Slabs**

Disintegration of the concrete floor surface

Cracks in concrete floor of unfinished area or in areas not designed for living.

Cracks in attached garage slab.

**Foundation: Crawl Space**

Cracks in poured concrete foundation walls.

Cracks in block or veneer wall.

Inadequate ventilation.

Condensation on walls, joists, support columns, and other components of area.

**Foundations Slab on Grade**

Cracks appear at control joints.

Builder will correct disintegrated surfaces caused by improper placement of concrete.

No action required.

Builder will correct disintegrated surfaces caused by improper placement of concrete.

Builder will correct cracks which exceed ¼” width or vertical displacement.

Builder will correct cracks which exceed ¼” in width or vertical displacement.

Builder will correct any crack which exceeds ¼” in width.

Builder will correct cracks greater than ¼” in width.

Builder will install properly sized louvers or vents.

No action required.

No action required.

Disintegration caused by erosion due to salt, chemicals, implements used and other factors beyond Builder’s control is not a warranted deficiency.

Shrinkage cracks are common and should be expected.

Disintegration caused by erosion due to salt, chemicals, implements used and other factors beyond Builder’s control is not a warranted deficiency.

Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected.

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Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks of ¼” or less are common and are expected.

Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks of ¼” or less are common and are expected.

Maintaining adequate ventilation and moisture control, including seasonal adjustment of vent openings, is considered Owner maintenance.

Maintaining adequate ventilation and moisture control is considered Owner maintenance.

Expansion/contraction joint is placed to control cracking. This is not a deficiency.

Uneven concrete floors in finished areas.

Disintegration of concrete floor surface.

Crack in concrete floor which ruptures or significantly impairs performance of floor covering.

Cracks in visible face of foundation.

**Framing: Ceiling**

Uneven ceiling.

**Framing: Floor**

High and low areas.

Floor squeaks.

**Framing: Roof**

Split or warped rafters or trusses.

**Framing: Wall**

Bow or bulge.

Out of plumb.

Builder will correct areas in which defect exceeds 3/8” within a 32” measurement.

Builder will correct disintegrated surfaces caused by improper placement of concrete.

Builder will correct so defect is not readily noticeable when floor covering is in place.

Builder will correct cracks in excess of ¼” in width.

Builder will correct if unevenness exceeds ¼” within a 32” measurement.

Builder will correct if high or low areas exceed ¼” within a 32” measurement.

Builder will correct if caused by a defective joist or improperly installed subfloor. Builder will take corrective action to reduce squeaking to the extent possible within reasonable repair capability without removing floor or ceiling finishes.

No action required.

Builder will correct if bow or bulge exceeds ½” within 32” horizontal or vertical measurement.

Builder will correct where out of plumb condition exceeds ¾” within 8’ vertical measurement.

In rooms not initially finished as living areas or where floor or portion of floor surface has been designed for specific drainage purposes, a slope which exceeds 3/8” within a 32” measurement is acceptable.

Maintaining adequate ventilation and moisture control, including seasonal adjustment of vent openings, is considered Owner maintenance.

Minor impressions are not considered significant imperfections.

Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are command and should be expected.

Some minor framing imperfections should be expected.

Some minor framing imperfections should be expected.

A large area of floor squeaks which is noticeable, loud, and objectionable is a defect. A squeak-proof floor cannot be guaranteed. Lumber shrinkage as well as temperature and humidity changes may cause squeaks.

Some splitting and warping is normal and is caused by high temperature effects on the lumber.

Minor framing imperfections should be expected.

Minor framing imperfections should be expected.

Out of square.

**Exterior: Wood & Decking**

Wood twisting, warping or splitting.

Faded composite decking.

Scratches in composite decking.

Settlement.

Loose railing or post.

**Exterior: Doors**

Binds, sticks, or does not latch.

Wood door panel shrinks.

Warping.

Separation between door and weather stripping.

Overhead garage door fails to operate or allows rain/snow to leak through.

No action required.

Builder will correct only if due to improper installation.

No action required.

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Builder will correct slope of deck which exceeds a ratio of 2” in a 10’ measurement.

Builder will correct if due to improper installation.

Builder will correct if caused by faulty workmanship or materials.

No action required.

Builder will correct warping which exceeds ¼” measured vertically, horizontally, or diagonally.

Builder will correct if daylight is visible or if entrance of elements occurs under normal conditions.

Builder will correct garage doors which do not fit or operate properly.

A wall out of square is not a defect.

Twisting, warping or splitting of wood deck material is normal due to exposure to the elements. Owner maintenance is required.

Fading is not a defect.

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Some slope is often provided to allow for water drainage.

Owner maintenance is required.

Seasonal changes may cause doors to expand/contract, and are usually temporary conditions.

Panels will shrink/expand and may expose unfinished surfaces.

Seasonal changes may cause doors to expand/contract, and are usually temporary conditions.

Even with properly installed weather stripping, some movement of the door when closed may be expected. Owner maintenance is required for minor alterations and adjustable thresholds and other parts of the door.

Some entrance of elements can be expected and is not considered a deficiency. If Owner installs a garage door opener, Builder is not responsible for operation of door.

**Exterior: Roofing**

Roof and roof flashing leaks.

Lifted, torn, curled, or cupped shingles.

Shingles that have blown off.

Inadequate ventilation.

Water stays in gutters.

Gutter or downspout leaks.

**Exterior: Site Work**

Standing water within 10’ of the foundation.

Settling of ground around foundation walls, utility trenches or other filled areas on property where there has been excavation and backfill which affected foundation drainage.

**Exterior: Stoop, Porch, Patio**

Settlement, heaving or movement.

Concrete splatters on adjacent surfaces.

Builder will correct active and current leaks that occur under normal conditions.

No action required.

Builder will correct affected area if due to poor installation.

Builder will provide adequate ventilation.

Builder will correct to limit standing water depth at 1”

Builder will correct leaks at connections.

Builder will correct water which stands for more than 24 hours or more than 48 hours in swales.

If final grading was performed by Builder, Builder will replace fill in excessively settled areas only once.\*

Builder will correct if movement exceeds 1” from the Home for stoops, porches and patios which are structurally attached.

Builder will correct only if damage is documented prior to occupancy.

No action is required if leak is due to snow or ice buildup, high winds, or driving rains. Substantiation of an active and current leak is the Owner’s responsibility.

Owner maintenance is required. Cupping in excess of ½” should be reported to the manufacturer.

Shingles shall not blow off in winds less than the manufacturer’s specifications.

Moisture accumulation in attics which are not adequately vented is a deficiency. Owner is responsible for keeping vents clear of obstructions to promote air flow.

Owner is responsible for keeping gutters and downspouts clean.

Owner is responsible for keeping gutters and downspouts clean. Gutters may overflow during heavy rains.

Standing water beyond the 10’ perimeter of the foundation is not covered. Owner is responsible for establishing and maintaining adequate ground cover.

If settlement does not exceed 6” it is Owner’s responsibility to fill affected areas. The party responsible for establishing the final grade shall provide for positive drainage away from foundation. Owner is responsible for establishing and maintaining adequate ground cover.

Stoops, porches and patios which are poured separately are not covered.

Owner is responsible for establishing a pre-closing walkthrough inspection list.

**Exterior: Wall Covering**

Entrance of elements through separations of wood, hardboard, or fiber cement siding or trim joins, or separation between trim and surfaces of masonry or siding.

Cracks in stucco or similar synthetic based finishes.

Siding materials become detached from the Home.

Aluminum or vinyl siding is bowed or wavy.

Paint or stain peels or deteriorates.

Paint splatters and smears on other surfaces.

Faulty application of paint on wall and trim surfaces.

Knot holes bleed through paint or stain.

Vent or louver leaks.

Cracks in masonry, veneer, stone, etc.

Builder will correct entrance of elements or separations exceeding 3/8” by caulking or other methods

Builder will correct cracks which exceed 1/8” width

Builder will correct affected area if due to improper workmanship or materials

Builder is responsible only if installed improperly and waves or bowing exceed ½” within a 32” measurement

Builder will correct. If 75% of a particular wall is affected, entire wall will be corrected.

Builder will correct only if damage is documented prior to occupancy.

Builder will correct affected area. If greater than 75% of wall or trim piece is affected, entire surface will be corrected.

Builder will correct affected area where excessive bleeding of knots appear.

Builder will correct if caused by improper installation.

Builder will correct cracks which exceed ¼” width.

Any separations 3/8” or less are considered routine Owner maintenance.

Caulking and touch up painting are examples of acceptable repair methods. Builder is not responsible for exact color, texture, or finish matches. Hairline cracks are common.

Separated, loose, or delaminated siding can be due to improper maintenance and is not considered a defect.

Check your manufacturer’s warranty on this product for coverage regarding dents, holes, wind specifications, etc.

Some fading is normal due to weathering. Mildew and fungus on exterior surfaces are caused by climatic conditions and are considered routine maintenance. Varnish or lacquer deteriorates quickly and is not covered.

Owner is responsible for establishing a closing walkthrough inspection list.

Some minor imperfections such as over-spray, brush marks, etc. are common and should be expected.

Knot holes will be apparent depending on the quality of material used.

Properly installed louvers or vents may at times allow rain or snow to enter under strong wind conditions and is not a deficiency.

Cracks are common through masonry and mortar joints. Cracks ¼” or less are considered routine maintenance.

**Exterior: Windows**

Condensation or frost on interior window surface.

Clouding or condensation between panes of glass.

Glass breakage.

Excessive drafts and leaks.

Difficult to open, close, or lock.

**Interior: Doors**

Latch is loose or rattles.

Binds, sticks, or does not latch.

Warping.

Excessive opening at bottom.

Rubs on carpet.

No action required.

Builder will correct only if damage is documented prior to occupancy.

Builder will correct only if damage is documented prior to occupancy.

Builder will correct poorly fitted windows.

Builder will correct.

No action required.

Builder will correct if due to faulty workmanship and materials.

Builder will correct warping which exceeds ¼” measured vertically, horizontally, or diagonally.

Builder will correct gaps in excess of 1 ½” between bottom of door and finished floor or 2” between bottom of closet door and finished floor.

Builder will correct.Condensation is relative to the quality and type of windows. Temperature differences and individual living habits will cause condensation.

Owner is responsible for establishing a closing walkthrough inspection list.

Owner is responsible for establishing a closing walkthrough inspection list.

Relative to the quality and type of windows, drafts are sometimes noticeable around windows, especially during high winds. It may be necessary for the Owner to have storm windows installed to provide a satisfactory solution in high wind areas. All caulking materials expand and contract due to temperature variation and dissimilar materials. Maintenance of weather stripping is Owner’s responsibility.

Windows should open, close, and lock with reasonable pressure.

Some minor movement should be expected.

Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.

Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.

Gaps under doors are intended for air flow.

Builder is not responsible if Owner installs carpet.

**Interior: Walls, Ceilings, Surfaces, Finishes, and Trims**

Cracks and separations in drywall, lath or plaster; nail pops.

Peeling of wallpaper.

Separated seams in wallpaper.

Lumps, ridges, and nail pops in wallboard which appear after Owner has wall covering installed by himself or others.

Surface deficiencies in finished woodwork.

Gaps between trim and adjacent surfaces, and gaps at trim joints.

Cracks in ceramic grout joints.

Ceramic tile cracks or becomes loose.

Cracking or deterioration of caulking.

Builder will correct cracks in excess of 1/8” in width. Builder will correct nail pops which have broken finished surface. Repair cracks and/or nail pops and touch up paint to match as close as possible, one time only. Such conditions should be reported near the end of Year one of the warranty period to allow for normal movement of the Home.

Builder will correct if not due to Owner negligence or abuses.

Builder will correct if wall surface is readily visible.

No action required.

Builder will correct readily apparent splits, cracks, hammer marks, and exposed nail heads only if documented prior to occupancy.

Builder will correct gaps in excess of 1/8” at trim joints and ¼” between trim and adjacent surfaces.

Builder will correct cracks in excess of 1/8” one time only.

Builder will correct only if documented prior to occupancy.

NO action required.

Minor seam separations and cracks, and other slight imperfections, are common and should be expected. Minor depressions and slight mounds at the nail heads are not defects.

Builder is not responsible for wallpaper installed by Owner. Owner is responsible for maintaining adequate ventilation in areas of high humidity.

Minor imperfections are expected.

Owner should ensure that surface to be covered is suitable for installation of wall covering.

Owner is responsible for establishing a closing walkthrough inspection list.

Some separation due to lumber shrinkage is normal and should be expected.

Cracking of grout joints is common and considered routine Owner maintenance unless excessive.

Owner is responsible for establishing a closing walkthrough inspection list.

All interior caulking shrinks and deteriorates. Owner maintenance is required.

Wall or trim surfaces visible through paint.

**Interior: Floor Covering**

Resilient flooring comes loose at edges.

Gaps at seams of resilient flooring.

Fastener pops through resilient flooring.

Depressions or ridges in resilient flooring at seams of subflooring.

Cuts and gouges in any floor covering.

Hollow sounding marble or tile.

Fades, stains, or discoloration.

Premature wearing of carpet.

Visible gaps at carpet seams.

Carpet becomes loose or buckles.

**Mechanical: Electrical**

Circuit breakers trip excessively.

Builder will correct affected area. If greater than 75% of wall, trim piece, or ceiling is affected, entire surface will be corrected. The surface being painted shall not show through new paint when viewed from a distance of 6 feet under normal lighting conditions.

Builder will correct.

Builder will correct gaps of similar materials in excess of 1/8” and 3/16” where dissimilar materials abut.

Builder will correct affected area where fastener has broken through floor covering.

Builder will correct depressions or ridges which exceed 1/8” in height or depth.

Builder will correct only if documented prior to occupancy.

No action required.

Builder will correct stains or spots only if documented prior to occupancy.

No action required.

Builder will correct gaps.

Builder will correct one time only.

Builder will correct if tripping occurs under normal usage.Some minor imperfections such as over-spray, brush marks, etc. are common and should be expected.

Owner maintenance is required.

Minor gaps should be expected.

Sharp objects such as high heels, table and chair legs, can cause similar problems and are not covered.

This is determined by placing a 6” straight edge over ridge or depression, with 3” on either side, and measuring height or depth at subflooring seam.

Owner is responsible for establishing a closing walkthrough inspection list.

Hollow sounding marble or tile is not a deficiency of construction and is not covered under this warranty.

Fading is not a deficiency. Owner is responsible for establishing a closing walkthrough inspection list.

Excessive wear in high traffic areas such as entryways and hallways is normal. Wearability is directly related to quality of carpet.

Some stretching is normal. Owner should exercise care in moving furniture.

Ground Fault Circuit Interrupters (GFCI) are intended to trip as a safety factor. Tripping that occurs under abnormal use is not covered.

Outlets, switches, or fixtures malfunction.

**Mechanical: Heating/Cooling**

Condensation lines clog under normal use.

Noisy duct work.

Insufficient heating.

Insufficient cooling.

Refrigerant line leaks.

**Mechanical: Plumbing**

Pipe freezes and bursts

Builder will correct if caused by defective workmanship or materials.

No action required.

Builder will correct oil canning noise if caused by improper installation.

Builder will correct if heating system cannot maintain a 70 degree Fahrenheit temperature, under normal operating and weather conditions. Temperature is measured at a point 5’ above center of main floor in affected areas. All rooms may vary in temperature by as much as 4-8 degrees.

Builder will correct if cooling system cannot maintain a 78 degree Fahrenheit temperature, under normal operating and weather conditions. Temperature is measured at a point 5’ above center of main floor in affected areas. On excessively hot days where outside temperature exceeds 95 degrees Fahrenheit, a difference of 17 degrees from outside temperature will be difficult to maintain. All rooms may vary in temperature by as much as 4-8 degrees.

Builder will correct.

Builder will correct if due to faulty workmanship or materials.

Owner should exercise routine care and maintenance. Replacement of light bulbs is Owner’s responsibility.

Condensations lines will clog under normal conditions. Continued operation of drain line requires Owner maintenance.

When metal heats and cools, ticking and cracking may occur and are not covered.

Orientation, location of rooms and vents will also provide a temperature differential. There may be periods when outdoor temperature falls below design temperature, thereby lowering temperature in the Home. Certain aspects of the Home including, but not limited to, expansive stairways, open foyers, sunrooms, and cathedral ceilings may cause abnormal variation from these Standards and are not covered.

Orientation of the Home, location of rooms and location of vents will also provide a temperature differential. There may be periods when outdoor temperature falls below design temperature, thereby lowering temperature in the Home. Certain aspects of the Home including, but not limited to, expansive stairways, open foyers, sunrooms, and cathedral ceilings may cause abnormal variation from these Standards and are not covered.

Owner maintenance is required.

Proper winterization of pipes is considered routine maintenance and Owner should maintain suitable temperatures inside the Home.

Noisy water pipe.

Plumbing fixtures and trim fittings leak or malfunction.

Damaged or defective plumbing fixtures and trim fittings.

**Specialties: Bathroom & Kitchen**

Cabinet separates from wall or ceiling.

Crack in door panel.

Warping of cabinet door or drawer front.

Doors or drawers do not operate.

Chips, cracks, scratches on countertop, cabinet fixture or fitting.

Delamination of countertop or cabinet.

Cracks or chips in fixture.

**Specialties: Chimney/Fireplace**

Exterior and interior masonry veneer cracks.

Firebox color is changed; accumulation of residue in chimney or flue.

Chimney separates from Home.

Builder will correct hammering noise if caused by improper installation.

Builder will correct if due to faulty workmanship and materials.

Builder will correct only if documented prior to occupancy.

Builder will correct separation in excess of ¼”.

Builder will correct only if documented prior to occupancy.

Builder will correct if warp exceeds 3/8” as measured from cabinet frame.

Builder will correct.

Builder will correct only if documented prior to occupancy.

Builder will correct only if documented prior to occupancy.

Builder will correct only if documented prior to occupancy.

Builder will correct cracks in excess of ¼” width.

No action required.

Builder will correct separation in excess of ½” within 10’.

Some noise can be expected due to flow of water and pipe expansion. This is not a defect.

Owner maintenance is required. Scratches, tarnishes, or marring must be noted on a closing walkthrough inspection list.

Owner is responsible for establishing a closing walkthrough inspection list. These defects may be covered under the manufacturer’s warranty.

Some separation is normal. Caulking is an acceptable method of repair.

Owner is responsible for establishing a closing walkthrough inspection list.

Seasonal changes may cause warping and may be a temporary condition.

Owner maintenance is required.

Owner is responsible for establishing a closing walkthrough inspection list.

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Some cracks are common in masonry and mortar joints. Cracks ¼” width or less are considered Owner maintenance.

Owner maintenance is required.

Newly built chimneys will often incur slight amounts of separation.

Smoke in living area.

Water infiltration into firebox from flue.

Firebrick or mortar joint cracks.

**Specialties: Insulation**

Air infiltration around electrical receptacles.

**Systems: Electrical, Heating, Cooling, Plumbing**

Wiring fails to carry specified load.

Duct work separates.

Pipe leaks.

Water supply stops.

Clogged drain or sewer.

Builder will correct if caused by improper construction or inadequate clearance.

No action required.

No action required.

No action required.

Builder will correct if failure is due to improper installation or materials.

Builder will correct.

Builder will correct.

Builder will correct if due to faulty workmanship or materials inside the Home.

Builder will correct clog within structure caused by faulty workmanship or materials.Temporary negative draft situations can be caused by high winds, obstructions such as tree branches too close to the chimney, geographic location of the fireplace, or its relationship to adjoining walls and roof. IN some cases, it may be necessary to open a window to create an effective draft. Negative draft conditions could be temporary.

A certain amount of rainwater can be expected under certain conditions.

Intense heat may cause cracking.

Air flow around electrical boxes is normal and not a deficiency.

Owner should exercise routine care and maintenance. Switches, outlets, and fixtures are covered.

Owner maintenance is required.

Condensation on pipes does not constitute leakage. Faulty faucets, valves, joints, and fittings are covered.

Drought or causes other than faulty workmanship and materials will not be covered.

Clogs and stoppages beyond the exterior wall are not covered. Routine Owner maintenance and proper use is required.

**Manufacturer’s Warranty & Product Information**

*The following includes additional manufacturer’s warranty details.*

James Hardie Siding:

<http://www.jameshardie.com/builder/helpSupport_productWarranties.shtml>

 30 year non-prorated limited warranty

 5 year limited warranty on finish

LP Smartside Siding:

<http://www.lpcorp.com/sidingwarranty/>

 5 year 100% labor and replacement warranty

 50 year prorated limited warranty on substrate

 15 year limited warranty on finish

Andersen Windows:

[http://www.andersenwindows.com/technical-documents/tdoctype/warranties/0#w=\*&af=tdoctype%3awarranties](http://www.andersenwindows.com/technical-documents/tdoctype/warranties/0%23w%3D%2A%26af%3Dtdoctype%3Awarranties)

 20 year transferrable limited warranty on glass

 10 year transferrable limited warranty on components other than glass

*In addition, your home will come with an organized binder of all available product manuals. Examples may include:*

Kozy Heat Fireplace

ProFlame Transmitter

Honeywell Thermostat

AO Smith Water Heater

AirPro Range Hood

Vissani Cooler

InSinkerator Garbage Disposal

Reznor HVAC Systems

GE and/or Samsung Appliances

**Recommended Vendors and Subcontractors:**

*NOTE: Please reach out to our vendors, if you have any issues you can contact us directly*

* Appliances
	+ Fleck’s Furniture & Appliance
		- (701) 323-0891
* Audio/Video
	+ Blue Hawk Audio/Video
		- (701) 590-0875
	+ Greenlight Systems
		- (701) 220-1803
	+ Pacific Sound and Video
		- (701) 333-8998
* Brick/Stone & Fireplaces
	+ Hebron Brick & Block Supply
		- (701) 250-1669
	+ Keller Hearth and Home
		- (701) 663-7903
* Cabinetry
	+ Creative Wood Design
		- (701) 221-9555
* Concrete Foundation & Flatwork
	+ Dakota RM Construction
		- (701) 223-0530
	+ Northwest Contracting
		- (701) 255-7727
* Countertops
	+ Northern Stone
		- (701) 781-0187
* Decorative Concrete
	+ Myhre Concrete
		- (701) 751-4252
* Drywall Fixes
	+ Drywall Design (Main)
		- (701) 471-5829
	+ Dan Welsh
		- (701) 955-0278
* Electrical
	+ Denny’s Electric
		- (701) 227-0601
	+ RG Electric
		- (701) 471-7910
	+ T and M Electric
		- (701) 400-5744
* Exterior Install
	+ Lakeside (Gary)
		- (208) 661-0870
	+ Shane Colis
		- (701) 426-6148
	+ Kahm Construction
		- (701) 264-0823
	+ Advanced Exteriors
		- (701) 426 – 3008
	+ Capital City Exteriors
		- (701) 885 -7663
* Flooring and Tile
	+ Interior by France
		- (701) 391-2678
* Garage Doors & Openers
	+ The Door Guys
		- (701) 202-3840
	+ Overhead Door Company
		- (701) 630-5668
* Glass (Shower doors and custom mirrors)
	+ Eric
		- (701) 391-9228
	+ Haider Glass
		- (701) 391-1155
	+ Red River Glazing
		- (701) 751-0694
* HVAC
	+ Northern Plains Heating & Air
		- (701) 222-2155
	+ Advanced Mechanical
		- (701) 222-0352
* Light Fixtures
	+ Front Street Lighting
		- (701) 223-2355
* Masonry (Stone and Brick)
	+ Bedrock Masonry
		- (701) 989-0084
* Plumbing
	+ Platinum Plumbing
		- (701) 226-6364
* Trim Carpenter (Doors and Trim)
	+ Brian Fuller
		- (701) 740-0585
	+ Sam Gietzen
		- (701) 204-3435
* Walls and Trim Painting
	+ Sparks Painting
		- (701) 290-8525
	+ Denny Painting
		- (701) 471-6334

**Available Local Utilities**

Montana Dakota Utilities 400 N 4th St (701) 456-0141

Electricity & Natural Gas Bismarck, ND 58501

Capital Electric Cooperative 4111 State St (701) 223-1513

Electricity Bismarck, ND 58503

City of Bismarck Public Works 601 S 26th St - P.O. Box 5503 (701) 355-1700

Garbage & Water Bismarck, ND 58506

City of Mandan Public Works 411 6th Ave SW (701) 667-3240

Garbage & Water Mandan, ND 58554

CenturyLink 1101 16th St NE (701) 222-6820

Internet/TV/Phone Mandan, ND 58554

Midcontinent 529 S 7th St (800) 888-1300

Internet/TV/Phone Bismarck, ND 58504

**Emergency Numbers**

Bismarck Fire Department (701) 355-1400

Mandan Fire Department (701) 667-3288

Bismarck Police Department (701) 223-1212

Mandan Police Department (701) 667-3455

Burleigh County Sheriff (701) 222-6651

Morton County Sheriff (701) 667-3330

North Dakota Highway Patrol (701) 328-5590

Bismarck-Mandan Mero Ambulance (701) 255-0812

St. Alexius Medical Center (701) 530-7000

Sanford Health (701) 234-2000

ND Dept. of Health Poison Control Center (800) 222-1222

Heart River Animal Hospital (701) 663-0123

Missouri Valley Veterinary Clinic (701) 222-1912