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DYNASTY PARTNERS

LIMITED WARRANTY

Dear Homebuyer(s):

Congratulations! You are purchasing a Home with warranty protection provided by Dynasty Partners Homes. As part of Dynasty Partners commitment to quality, value and integrity, we give you the Homeowner, a limited 1 year warranty on workmanship and systems and a limited 10 year warranty on structural elements.

This Warranty Booklet constitutes a Limited Warranty from Dynasty Partners Homes. The limited express warranties contained in these documents are specific and detailed as to the scope of your warranty coverage and to, the extent allowed by law, Dynasty Partners Homes specifically disclaims all other implied warranties.

Please take the time to become familiar with this Warranty Booklet and read it in its entirety. It defines our responsibilities to you and your responsibilities to your Home. Your proper maintenance of your Home is vital, and if you do not perform the required maintenance on your Home, it will limit your warranty rights. While Dynasty Partners Homes is happy to answer any questions that you have about your Limited Warranty or specific construction standards and how they apply to your home, the content of this Warranty Booklet dictates Dynasty Partners Home's obligations to you and your Home.

Congratulations and enjoy your new Home!

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Dynasty Partners Homes Limited Warranty

What is a Limited Warranty?

By definition, a Limited Warranty is a warranty with certain conditions and limitations on the parts covered, type of damage covered and/or time period for which the agreement is good.

Intent and Scope

Under the Dynasty Partners Homes Limited Warranty, the seller of your home, Dynasty Partners Homes, LLC, “Dynasty Partners Homes” commits that the components of your Home will perform to the standards listed in this Warranty Booklet. Specific components of your Home are covered for either one or ten years under the Dynasty Partners Homes Limited Warranty, and Dynasty Partners Homes’ obligations are expressly limited to those standards for only those time-periods as explained below. Please take the time to review each section to understand which items are excluded from the Dynasty Partners Homes Limited Warranty. This Limited Warranty is intended to address conditions that go beyond those that develop as a result of the normal aging of the home. It is also based on the premise that the Purchaser has taken the appropriate precautions and performed the necessary maintenance to ensure the function and integrity of the home. Accordingly, conditions resulting from normal wear and tear, or normal aging and deterioration are the responsibility of the Purchaser.

This Limited Warranty is not an insurance policy that will correct every condition that may develop during the warranty period!

This Limited Warranty will not provide you with maintenance free living!

1 Year Workmanship Protection

For one year from the closing date, Dynasty Partners Homes warrants that the components of the Home set forth in the Detailed Coverages and Conditions of this Warranty Booklet will perform in accordance with those standards. If a component is not specifically listed in this document, then it is not warranted under the Dynasty Partners Homes Limited Warranty or otherwise. If a component is performing in accordance with the Detailed Coverages and Conditions, then Dynasty Partners Homes has no further obligations under the Dynasty Partners Homes Limited Warranty. Dynasty Partners Homes reserves the sole right to determine the repairs and or replacements necessary to meet standards. Please note that a limited number of items in the Detailed Coverages and Conditions are subject to a one-time repair obligation.

10 Year Structural Protection

For ten years from the Closing Date, Dynasty Partners Homes warrants that the structural components of the Home set forth in Structural Components Standards of this Warranty Booklet will perform in accordance with those Structural Standards. If a component is not specifically listed in the Structural Standards, then it is not warranted under the Dynasty Partners Homes Limited Warranty or otherwise. If a structural component is performing in accordance with those Structural Standards, then Dynasty Partners Homes has no further obligations under the Dynasty Partners Homes Limited Warranty. Dynasty Partners Homes reserves the right to

determine the repairs and/or replacements necessary to meet the Structural Standards and may at its sole discretion, implement repairs in phases to determine if structural components can be stabilized as part of meeting its obligations under the Structural Standards.

Transferability

All of your rights and obligations under the 10 year structural protection by the Dynasty Partners Homes Limited Warranty shall, unless previously released by you, or your successor fully transfer to each successor owner of the Home, including a mortgagee in possession, for the remainder of the applicable Warranty Term and any transfer shall in no way affect, increase or reduce the coverage under the Dynasty Partners Homes Limited Warranty. If you sell your Home during the Warranty Term, you agree to give this Warranty Booklet to the successor owner, to inform the successor owner of warranty rights, and to otherwise make it possible for the successor owner to fulfill the successor owner's obligations under the terms of the Dynasty Partners Homes Limited Warranty. **If you are an owner other than the original purchaser of the Home, you are bound by all the terms and conditions of Dynasty Partners Homes Limited Warranty. Year 1 Workmanship Protection is non-transferable.**

Warranty Release (Owner Supplied Items)

Dynasty Partners Homes, our agents or trade partners do not warrant, implied or otherwise any and all items, materials and/or goods that a customer installs or supplies Dynasty Partners Homes to install in their new home. Any additional charges to install these products or to re-install faulty products will be charged back to the home buyer. Additionally, any item outside the contracted work is not allowed to be performed until after closing.

Section 1: Pre Closing

The final walk through at closing will be scheduled by Purchaser(s) and Dynasty Partners Homes no sooner than seven days prior to closing. Attendees will include the Purchaser(s), representatives of Dynasty Partners Homes and Realtors involved in the sale process. At this time, we will conduct a comprehensive evaluation of the inside and outside of the home and note any defects and needed repairs on the walk through form. This form will be signed by all involved parties at the completion of the walk through. **Dynasty Partners Homes will be responsible to correct only the approved work noted on the walk through form. No items will be added after walk through has been completed.**

Every attempt to complete this list will be made before closing, but may not be achievable. If a *Permanent Occupancy Certificate* has been issued, these repairs should not stop the Purchaser(s) from taking possession of their new home.

During the walk through you will also receive a verbal new home orientation. For example, the representative will show you the locations of your electrical box, water shut-off valves, reset on the garbage disposal and many other functions within your home.

Section 2: Post Closing

Once closing is complete, the home's locks will be taken off the master system and re-key to private lock by a representative of Dynasty Partners Homes. Please note that keys will not be available before proceeds are presented. Moving companies will not be permitted to deliver household furnishings to the new home before closing, nor will Purchaser(s) be allowed to store any furnishings in garage or basement. Closing is not complete until proceeds check is presented.

Any warranty requests need to be made directly to Dynasty Partners Homes. Use of any other contractor other than was used by Dynasty Partners Homes, unless otherwise directed by Dynasty Partners Homes will void any future Warranty. Any problems coordinating with sub-contractors must be made known promptly to Dynasty Partners Homes in order to help resolve problems. Also, a color list will be provided for you. This will include the name of colors used and brand names for both the outside and inside and the name of the stain used.

Section 3: Request For Warranty Service

IT IS THE OWNER'S RESPONSIBILITY TO CONTACT DYNASTY PARTNERS HOMES TO SCHEDULE WARRANTY WORK. When the Owner contacts Dynasty Partners Homes regarding the Warranty Work the Owner must provide the following information via our Warranty Request Form at www.dynastypartners.com:

1. Owner Name, Address and Phone Number
2. List of Specific Warranty Performance Requests

After receipt of list, Dynasty Partners Homes will contact the Owner and work will be performed pursuant to lists prepared by the Owner. Dynasty Partners Homes will complete Warranty Work in a timely fashion, weather permitting. After Warranty Work is completed Owner will sign off on their list that Warranty Work is complete. A copy will be sent to Owner. **For cosmetic deficiencies such as caulking, paint and drywall we ask to please submit a list at 90 days and 11 Months after Closing.**

FAILURE TO ALLOW ACCESS INTO YOUR HOME TO DYNASTY PARTNERS HOMES REPRESENTATIVES OR ANY TRADE CONTRACTOR MAY VOID DYNASTY PARTNERS HOMES' LIMITED WARRANTY. HOMEOWNER MUST PROVIDE ACCESS TO THE HOME DURING NORMAL WORKING HOURS – MONDAY THROUGH FRIDAY 8AM -5PM. THE HOMEOWNER IS RESPONSIBLE FOR MOVING FURNITURE AND PERSONAL BELONGING AS NECESSARY TO FACILITATE INSPECTONS AND REPAIRS.

Section 4: Emergency Service Procedure

Not all situations happen during normal working hours. For this reason, Dynasty Partners Homes has supplied you with a list of what it would consider emergency situations:

1. Electrical Outage
2. Electrical Sparks
3. Furnace Outage
4. Gas Leak or Outage
5. Water Leak, from any source

Air Conditioner Outage is not considered an emergency. Normal air-conditioning problems will be corrected during normal working hours. **DYNASTY PARTNERS HOMES** after hour's emergency number is 515-707-8343.

Section 5: Owner's Obligations, Maintenance and Helpful Tips

Homeowner Obligations

As the Limited Warranty does not cover conditions resulting from normal aging and day-to-day wear and tear, it is up to you to care for your Home in such a way as to prevent or minimize damage to it and to properly maintain the Home. You should be aware that all homes go through a period of settlement and movement. During this period, your Home or components of your Home may experience some material shrinkage, cracking and other events which are normal and customary. Remember that you are responsible for proper maintenance of your Home including maintaining the original grades around your Home, planting trees and shrubs at a proper distance from your Home and conforming to generally accepted landscape practices. Changing the drainage and grading patterns or trapping water near your home as a result of homeowner changes in grades and landscaping may cause damage to your foundation.

Helpful Tips

Heating & Cooling

- Breaker Box
 - Check for a switch that may need resetting. A tripped breaker must be turned all the way off and then back to reset.
- Thermostat Setting
 - On models with air-conditioning, the system switch must be on "AC" and the fan switch should be on "auto."
 - For auto learning thermostats please refer to mfg. troubleshooting guides

- Pilot
 - If the pilot is out, follow instructions on the furnace or in the manufacture’s literature to re-light.
- Gas Valve in “on” Position
 - This is the last step in lighting the pilot and is frequently overlooked.
- Bottom Cover
 - Generally, the furnace fan will not operate if the bottom cover panel is not properly closed. The bottom cover panel restrains (holds in) a sensor button indicating that the panel is closed; this is similar to the mechanics of a clothes dryer door.
- Furnace filters
 - Should be kept clean and changed per the manufacturers recommendations as failure to do so could void the manufacturer’s warranty. Maintenance of furnace filters is an Owner Responsibility.
- Manual Switch “on”
 - This looks like a light switch and is located on the side of the furnace, next to the fuse.
- Heat Pumps
 - In the “Heat” mode, the heat pump may not supply sufficient heat BTU’s to heat the home. Switching to auxiliary heat is required.

Plumbing or Gas Leaks

- Gas Leaks
 - Gas leaks are to be reported immediately to your local GAS SERVICE COMPANY.
- Water Shut-Off Valves
 - Water shut-off valves are often located behind toilets and under sinks. Use these valves immediately when shutting down the water supply to a particular fixture or appliance.
- Home Water Shut-Off
 - The home water supply can be shut-off supplying all water throughout the home. This valve is normally located in the basement or crawl space of the home on the wall nearest the street.
- Exterior Water Shut-Off
 - The City Water Service can be shut-off to eliminate all water supplied to the home from the street. This is usually located outside in the front of the home near the street.
- Water Leaks - Prevent Damage

- Immediately collect the water entering the home by means of buckets, pans, towel, or other means to prevent further damage from the water. Any water leak is considered an emergency.

Electrical

- Breaker Box
 - Always check the main breaker at the top of your breaker box before calling.
- GFI Switches
 - Always check all GFI switches prior to calling.

Section 6: Ten Year Structural Protection Conditions & Standards

The following structural standards have been developed and accepted by the residential construction industry in general. The following Standards are expressed in terms of required standards under the Dynasty Partners Homes Limited Warranty.

Structural components covered by the Structural Standards shall only include:

1. Foundation systems and footings
2. Beams
3. Girders
4. Lintels
5. Columns
6. Load bearing walls and partitions
7. Roof framing systems
8. Floor systems

The following components are **NOT** covered under the Structural Standards:

1. Non-load bearing partitions and walls
2. Wall tile or paper
3. Plaster, laths or drywall
4. Flooring and sub-floor material
5. Brick, stucco, stone, siding or veneer
6. Any other type of exterior cladding
7. Roof shingles, roof tiles, sheathing and tar paper
8. Heating, cooling, ventilating, plumbing, electrical and mechanical systems
9. Appliances, fixtures or items of equipment
10. Doors, trim, cabinets, hardware, insulation, paint, stains
11. Basement and other interior floating, ground-supported concrete slabs
12. Exterior concrete slabs
13. Exterior decking

Limitations on Structural Repairs.

Structural repairs are limited to only those (i) repairs of damage to load-bearing portions of your Home that are necessary to restore their load-bearing function; (ii) repair of those non-load bearing portions damaged by the condition that gives rise to the claim and whose repair is necessary to make your Home safe, sanitary or otherwise livable; and (iii) repair and cosmetic correction of only those surfaces, finishes and coverings, original to the Home, that were damaged by the condition giving rise to the claim or by the repair of the condition giving rise to the claim.

Crack in Concrete Footing

Performance Standard: Cracks greater than ¼ inch in width are considered deficiencies.

Responsibility: Builder shall take corrective action necessary to comply with the Standard.

Cracked or Bowed Structural Components

(A) A defined structural component shall not crack, bow, become distorted or deteriorate, such that it compromises the structural integrity of a home or the performance of a structural system of the home resulting in actual observable physical damage to a component of the home.

(B) If a structural component of a home cracks, bows, is distorted or deteriorates such that it results in actual observable physical damage to a component of the home, the Builder shall take such action as is necessary to repair, reinforce or replace such structural component to restore the structural integrity of the home or the performance of the affected structural system.

Deflected Structural Components

(A) A structural component shall not deflect more than the ratios allowed by Code

(B) If a structural component of the home is deflected more than the ratios allowed by Code, the Builder shall repair, reinforce or replace such structural component to restore the structural integrity of the home or the performance of the affected structural system

Damaged Structural Components

(A) A structural component shall not be so damaged that it compromises the structural integrity or performance of the affected structural system.

(B) If a structural component is so damaged that it compromises the structural integrity or performance of a structural system of the home, the Builder shall take such action as is necessary to repair, reinforce or replace such structural component to restore the structural integrity of the home or the performance of the affected structural system.

Separated Structural Components

(A) A structural component shall not separate from a supporting member more than 3/4 of an inch or such that it compromises the structural integrity or performance of the system.

(B) If a structural component is separated from a supporting member more than 3/4 of an inch or separated such that it compromises the structural integrity or performance of a structural system of the home, the Builder shall take such action as necessary to repair, reinforce or replace such structural component to re-establish the connection between the structural component and the supporting member, to restore the structural integrity of the home and the performance of the affected structural system.

Non-Performing Structural Components

(A) A structural component shall function as required by the Code.

(B) If a structural component does not function as required by the Code, the Builder shall take such action as is necessary to bring the variance within the standard stated in subparagraph (A) of this paragraph.

Section 7: One Year Protection Coverage and Conditions

Warranty Term

This Dynasty Partners Homes One-Year Workmanship Protection only covers items specifically described herein and that are actually brought to Dynasty Partners Homes attention within one year of the closing date stated above and according to the procedures in this Warranty Package.

Covered Parties

This Dynasty Partners Homes One-Year Workmanship is extended to the to the original purchaser, hereinafter, individually and collectively referred to as the Owner. **This Dynasty Partners Homes One-Year Workmanship Protection is not transferable to subsequent Owner(s) of the home.**

Warranty Covered Items

Dynasty Partners Homes warrants solely to the Owner, subject to the standards stated herein (specifically including but not limited to the Non-Warranted Conditions contained in Section 9 of this Dynasty Partners Homes One-Year Limited Warranty), that for the term of this Dynasty Partners Homes One-Year Workmanship Protection, as described above, the home will be free of the defects noted in this Warranty as Dynasty Partners Homes' responsibility. **IN CONJUNCTION WITH SECTION 8, PLEASE MAKE SURE TO READ SECTION 9: NON-WARRANTED CONDITIONS.**

Construction Performance Guidelines referred to in Section 8 are standards that have been developed and accepted by the residential construction industry in general. While it is virtually impossible to develop Construction Performance Guidelines for each possible deficiency, the construction industry and Dynasty Partners Homes have attempted to isolate the most common actual physical damage deficiencies that occur and in so doing, list them for your convenience. Where a specific construction Performances Guidelines has not been specified, the guidelines found in the publication Residential Construction Performance Guidelines 3rd Edition- Contractor Reference, National Association of Home Builders (NAHB) 2005, will apply. Copies of this publication may be special ordered through most book retailers, or purchased directly from the NAHB bookstore by calling 1-800-223-2665.

Section 8: One Year Protection Detailed Coverage and Conditions

Quality and Method of Repairs Made Under the Limited Warranty

When making repairs under the Limited Warranty, Dynasty Partners Homes shall make every effort to meet or exceed the quality of materials and workmanship used in the original construction of the home. However, Dynasty Partners Homes shall be free to select whatever method of repair or replacement judged appropriate for the situation.

While every effort will be made to match existing colors, finishes and patterns when repairs are made, Dynasty Partners Homes is not responsible for:

- Discontinued patterns or color variations in vinyl, carpet, tile or grout
- Color or texture variations in paint, stain, varnish, acoustical ceiling finish or other finishes
- Color, grain, texture or size variation in natural wood and stone products
- Discontinue or variations in hardware, fixtures, faucets, etc.

Appliances

It is your responsibility to report any problems with any appliances directly to the appliance service representative.

Manufacturer's Limited Warranty

The appliances in your home are warranted directly by the appliance manufacturer **NOT** Dynasty Partners Homes. Either during the New Home Orientation, Closing or prior to Occupancy; you will receive the manuals and/or warranties for your appliances. You must complete all of the appropriate registrations and submit them to the appropriate manufacturer.

Attics

Building Codes, Standards and Regulations require that Dynasty Partners Homes provide a ventilation system in your attic. Dynasty Partners Homes is responsible for the workings of the appropriate ventilation systems and their compliance with all local building codes.

Cabinets

Panels in doors and cabinets may also shrink as a part of the drying out process, exposing unfinished surfaces or cracking painted surfaces. Touch ups to address shrinkage is considered to be a homeowner maintenance issue unless it is designated as a deficiency below. The extent of shrinking and cracking can often be limited by maintaining the proper humidity levels in the home.

Warping of any Cabinet Drawer Facings or Cabinet Doors, which exceed 1/8 inch when measured on the cupped side of the face is considered a deficiency, providing humidity and moisture levels in the home have been maintained in accordance with the recommended levels

suggested by the cabinet manufacturer. All measurements for warping are to be measured from corner to corner when the drawer or cabinet door is closed.

All Drawers are to pull smoothly at the time of closing or occupancy, whichever occurs first. Cabinet faces more than 1/8 inch out of line, and cabinet corners more than 3/16 inch out of line, are considered excessive, unless Owner and Dynasty Partners Homes agree to disregard the guideline to match or otherwise compensate for pre-existing conditions.

All Cabinet Doors are to open and close easily at the time of closing or occupancy, whichever occurs first. Cabinet door catches shall be adequate to hold doors closed. Dynasty Partners Homes will take corrective action as necessary to correct any deficiencies.

Individual cabinets should not have a deviation of more than 3/16 inches out of level.

Cracks and gaps in Cabinet Doors or Cabinet Drawer Faces; will be filled by Dynasty Partners Homes, if light is visible through the crack or gap. Gaps next to the wall area of the cabinet that exceed ¼ inch are considered excessive and will be corrected by Dynasty Partners Homes.

Cabinet hinges will periodically loosen with usage and seasonal changes. The re-tightening of cabinet hinges is homeowner maintenance.

Homeowner tip: There are specific cleaning aids designed for wood kitchen cabinets. Avoid using abrasive and caustic cleaners.

Caulking

Exterior Caulking

- Exterior cracks and gaps around vents, doors, windows and service line openings which are not caulked to exclude water intrusion, during the term of this Limited Warranty is considered a deficiency.

Interior Caulking

- Interior cracks and gaps, which require caulking, are to be caulked prior to occupancy or closing of escrow, whichever occurs first.

Caulking in General

- Dynasty Partners Homes will apply the initial caulking to your new home where required, prior to occupancy. Dynasty Partners Homes will, **ONE TIME ONLY**, at the 11-month Warranty, caulk any cracks, gaps or joints in wood trim which exceed 1/8 inch.

Concrete

Concrete is a composite material consisting of limestone or gravel, sand, Portland cement, water and various chemical additives. All of the mixture components, the batching of the ready-mixed concrete and the placement and workmanship are expected to meet the applicable building codes. These standards vary, depending on the local building codes and the use of concrete in the home.

The three general categories of use for residential concrete are foundation (walls and footings), interior flatwork (basement and garage) and exterior flatwork (sidewalks, patios, steps and driveways). The requirements for mix type, surface finish and homeowner maintenance vary depending on the concrete's use.

The curing of concrete is a chemical reaction, the majority of which takes place over the first year of the life of the concrete. During the first year, size, strength, surface durability and water content of concrete change dramatically. Shrinkage cracks-caused by the curing process and changes in temperature in the concrete-are a normal occurrence and do not affect the structural integrity of the slabs or walls. In some applications, particularly exterior flatwork, control joints are installed in an attempt to control—not prevent—crack formation and to provide a more attractive place for these contraction cracks to occur. Control joints are not always successful, however, and the contraction cracks that occur on occasion outside these joints do not constitute a defect in the concrete.

De-icing chemicals, lawn fertilizers and ethyl-glycol (anti-freeze) can damage and disrupt the integrity of the concrete surface through either mechanical or chemical means. It is strongly recommended that the homeowner ensure that such chemicals do not interact with concrete surfaces and may choose to seal new exterior concrete with a commercial-grade, penetrating sealer following the manufacturer's instructions prior to the next freeze-that season but no sooner than 30 days after concrete is poured.

The texture and color of hardened concrete vary depending on aggregate and brand of cement, mix additives, placement and season temperatures (typically, cold weather concrete is darker in color). Repairs, when required will not match the color of the original concrete. The homeowner should expect color variation.

Practically all surface defects are considered cosmetic rather than structural in nature. The most common surface defects are scaling (shallow indentations usually occurring in groups); pitting (single, deeper indentations with pieces of aggregate visible); and spalling (crescent-shaped indentations occurring along joints). Defects such as scaling, spalling and cracks can be satisfactorily repaired with thin bonding polymer-modified topping materials. They can be sealed effectively, if required, with commercial grade elastomers in accordance with these Industry Standards.

Exterior flatwork and garage floors are exposed to a broad range of loading, weathering and chemical conditions which can affect their appearance and durability. New concrete-by definition, concrete in its first year of life-is especially vulnerable to scaling, pitting and spalling

during freeze-thaw cycles. De-icing salts such as calcium or sodium chloride should not be used in the first year and are not recommended thereafter

Some chemicals and acids cause direct damage to concrete. Fertilizers made with ammonia sulfate or ammonia nitrate can chemically attack, causing severe damage. Any fertilizer, acid or other chemical spilled on concrete should be immediately removed to avoid damage.

It is important to protect new concrete from becoming saturated with water prior to the beginning of the freeze-thaw cycle. **It is recommended to seal flatwork surfaces with an approved commercial sealant that can be sprayed or brushed onto dry concrete. Late summer is the ideal time for surface treatment. It is important to apply sealers uniformly as some sealers may change the color of the concrete.**

Concrete failure may also occur from overloading concrete structures beyond their intended use. Concrete in residential structures is designed for residential uses, not heavier uses. One example is that residential driveways are designed to carry normal automobile traffic. They are not designed to carry heavy loads such as moving vans, dump trucks, topsoil deliveries, school buses or garbage trucks. Exposure to these vehicles should be prohibited as it may cause damage to the driveway not covered under this limited warranty.

Efflorescence is a normal condition in concrete and is specifically not covered under this Limited Warranty.

Exterior Concrete

Flatwork including driveways, patios, sidewalks, and garage floors, as well as exterior walls including retaining walls, foundations and footings or poured concrete stoops and steps are all considered exterior concrete in the Limited Warranty.

- Concrete Stoops and/or steps that settle, separate or heave in excess of 1 inch is considered a deficiency.
- Dynasty Partners Homes will patch as necessary to close gaps from pulling away stoops or close cracks in excess of ¼ inch.
- Cracks (outside of control joints) that exceed ¼ inch width or ¼ inch vertical displacement on sidewalks and driveways shall be repaired by Dynasty Partners Homes. Patching is considered acceptable as a repair.
- Separation of brick or masonry edging from concrete slabs or steps in excess of ¼ inch shall be filled. Dynasty Partners Homes may fill crack with material similar to caulking. Dynasty Partners Homes shall reset any loose or displaced masonry.
- Adjoining concrete surfaces shall not differ in height by more than ½ inch.
- Standing water in excess of 3/8-inch-deep on sidewalks 24-hours after the end of a rain is considered excessive.

- Warranty does not cover any surface stains on concrete

Interior Concrete

Basement Floors, basement walls, foundation walls, and crawl space walls are all considered interior concrete in this Limited Warranty. Small gaps and voids between the concrete floor and concrete walls may expand or contract and are considered to be normal. Water infiltration through cracks in basement walls or foundation walls is considered a deficiency in this Limited Warranty. Hairline cracks, “spider” cracks and minimal stress and curing cracks in interior concrete floors are normal and are not considered a deficiency.

Cracks exceeding 3/16-inch width or 3/16 inch in vertical displacement are considered excessive. Cracks that rupture or significantly impair the appearance and performance of the finish flooring material are serviceable items. Dynasty Partners Homes will repair cracks as required so as not to be apparent when the finish flooring material is in place. Dynasty Partners Homes will repair or replace flooring. Caulking is an approved repair material. Interior concrete surfaces shall not pit or spall. Interior concrete slab which as a sandy finish is called “dusting”. Dynasty Partners Homes shall correct surface as to be suitable for finish flooring that Dynasty Partners Homes has reasonable anticipation would be applied.

10 Year Watchdog Warranty Protection will repair and seal any cracks resulting in the actual trickling of water from foundation walls. Storm Shelters/Cellars that are located under the front porch/stoop are prone to moisture and humidity and are not covered under the Watchdog warranty. Leaks caused by improper landscaping or subterranean problems created by the Owner outside of the building contract are not covered by this Warranty. Leaking conditions should not be confused with dampness or moisture, which can be expected by the owner during the first year of the settling process, or with condensation during the summer months.

In addition to other provisions hereof, filling, or surface patching is specifically acceptable for settlement, joints, cracks, chips and breakage that do not affect the structural stability of the home.

Concrete floors which are designed to be finished will not have areas that would prevent their intended use. Except for basement floors or where a floor or a portion of floor has been designed for specific drainage purposes, concrete floor slope for habitable rooms should not exceed 3/8 inch in 32 inches measured horizontally, unless designed for drainage.

Finished concrete walls shall not be out of plumb greater than 1 inch in 8 feet when measured vertically. Dynasty Partners Homes will repair any deficiencies to substantially meet this guideline. Dynasty Partners Homes shall repair surface imperfections such as pits and surface voids which are larger than 1 inch in diameter or 1 inch in depth.

Columns

Exposed concrete columns shall not be installed with a bow in excess of 1 inch in 8 feet. Masonry columns should not be constructed out of plumb in excess of 1 inch in 8 feet.

Steel columns shall not be out of plumb in excess of 3/8 inch in 8 feet when measured vertically.

Garages

Garage Floor Cracks in excess of 3/16 inch is considered excessive. Garage floor shall not heave or separate from structure in excess of 1 inch. Dynasty Partners Homes will patch as needed to substantially meet this guideline.

Concrete in General

Concrete surfaces in general should maintain its structural intent and any concrete which disintegrates, exposes aggregate or loosens are considered a deficiency in this Limited Warranty. However, any damage caused by surface chemicals, road salt or damage beyond Dynasty Partners Homes control is not considered a deficiency under this Limited Warranty.

Countertops

Countertops shall be no more than 3/8 inch in 10 feet out of parallel with the floor. Due to settling all countertops will separate from wall. Dynasty Partners Homes will caulk **ONE TIME ONLY**, at 11-month warranty.

Laminate

Countertops are to be free of chips and cracks at the time of the Beginning of this Limited Warranty Term.

Any joint or seam may have a maximum of 1/16-inch gap and may have a maximum of 1/16-inch deflection between surfaces. Dynasty Partners Homes shall repair any non-moisture related delaminating, which occurs during normal use and conditions. Filler is an acceptable remedy to repair gaps in seams.

Cultured Marble, Tile, Granite & Quartz

Cultured marble and granite countertops are to be chip free at the time of the New Home Orientation Pre Closing Walk-Through. All edges and corners are to be smooth and free of ridges and sharp points. Backslash seams and joints are to be within 1/16 inch at the top edge surfaces. Dynasty Partners Homes will take corrective action as necessary to meet the standard.

Grout lines should not vary more than 1/4 inch from the widest to the narrowest. Tile grout cracks that result in loose tiles or gaps in excess of 1/16 inch shall be repaired.

Cracks greater than 1/32 inch in width in granite, marble, stone or solid surface countertops is considered excessive.

Man Made Marbles

Man-made marble can maintain its appearance for many years, however, not unlike other countertop surfaces it must be protected against heat.

Countertops that are not free of cracks, chips or gouges at the commencement of this Limited Warranty are considered a deficiency. Any damage caused by homeowner is not covered.

The gaps along the top edges and joints of the backsplash must be within 1/16 inch. Dynasty Partners Homes will caulk or fill any excessive gaps or repair cracks, chips and gouges as necessary to substantially meet these requirements.

Homeowner tip: Please clean tops with soapy water and do not use harsh abrasives or chemicals. Avoid setting candles on Countertops for it may stain the top.

Decks

All structural members in a wood deck shall be sized and fasteners spaces according to building codes, National Forest and Paper Association span tables or a higher guideline agreed upon before construction by the Owner and Dynasty Partners Homes.

At the time the job is accepted, splits, warps and cups in wood decking boards shall not exceed the allowances established by the official grading rules issued by the agency responsible for the lumber species used for the deck boards.

Railings on wood decks shall not contain slivers longer than 1/8 inch in exposed areas at the time of completion of the job. **ONE TIME ONLY**, Dynasty Partners Homes will repair railing as necessary to remove slivers prior to job completion.

No point on the deck surface shall be more than 1/2 inch higher or lower than any other deck surface point within 10 feet on a line parallel to the home.

Nail heads protruding from deck boards will be set **ONE TIME ONLY** prior to occupancy. Nail stains extending more than 1/2 inch from the nail and readily visible from a distance of more than 3 feet is not acceptable.

Owner is responsible to remove slivers in wood decks and railings and set nails protruding from decking after occupancy.

Decks are constantly exposed to weather conditions. Moisture, sunlight and temperature changes will cause wood planks to warp, split and cut over time. These conditions are not construction defects and are not covered under the Dynasty Partners Homes Limited Warranty. Homeowners can substantially reduce these effects by applying wood deck sealants within six months after the deck is completed.

Dynasty Partners Homes shall install fiberboard decks and non-wood materials in such a manner as prescribed by the manufacturer.

Doors

Exterior Doors

Exterior doors are constructed of a variety of materials, which include solid wood, metal, composite materials and fiberglass. Dynasty Partners Homes will only address dents, indentations or mars on steel doors if noted during the Pre Closing Walk-Through. Dents, indentations or mars on steel doors following occupancy or closing are non-warranty. Solid wood doors may have individual panels that may move due to shrinking or expanding, therefore showing a small strip of raw wood along the edges. Dynasty Partners Homes is not responsible for this movement or showing of raw wood.

Exterior doors should shut completely to latch. Exterior doors shall operate smoothly, except that the door may stick during occasional periods of high humidity or with variations in temperature.

Doors should not warp to the extent that they do not operate properly. National Woodworking Manufacturer's Association Standard (1/4 inch from corner to corner across the face of the door). Dynasty Partners Homes cannot guarantee an exact match of wood grains, paint or stain colors. Dynasty Partners Homes is not responsible for any materials or supplies that are discontinued or no longer available to Dynasty Partners Homes.

It is not considered a deficiency for some air to infiltrate around doors. Poorly fitted weather stripping is not acceptable if noted during the Pre Closing Walk-Through. Dynasty Partners Homes is not responsible to maintain the proper fit of weather stripping after occupancy. Sliding patio door screens shall stay on the track and sliding patio doors shall roll smoothly.

Door panels that split or crack which allow light to penetrate the crack or split is considered a deficiency.

Dynasty Partners Homes may use a filler to patch the crack or split panel and Dynasty Partners Homes cannot guarantee the filler to match in texture or color.

Dynasty Partners Homes is not responsible for any garage door malfunctions caused by Owner installed garage door openers.

Some light may be visible around the edges of your garage door and are not considered a deficiency.

Some entrance of the elements can be expected under unusual or abnormal conditions and are not covered in this Limited Warranty.

Dynasty Partners Homes will repair split door panels that allow light to be visible or allow the weather to get through the panels. Exterior doors shall not swing open or closed by force of gravity alone.

Interior Doors

Dynasty Partners Homes is not responsible for applying finish to raw wood edges after the Pre Closing Walk-Through or occupancy, whichever occurs first.

Interior doors which warp in excess of or exceed the National Woodworking Manufacturer's Association Standard as measured (1/4 inch from corner to corner across the face of the door) is considered a deficiency.

Dynasty Partners Homes cannot guarantee the matching of wood grains, textures or color finishes. Dynasty Partners Homes is not responsible for materials that have been discontinued or are no longer available to Dynasty Partners Homes

Dynasty Partners Homes will undercut doors that drag on carpet if Dynasty Partners Homes and Owner understood that carpet was planned to be installed as a floor finish by Dynasty Partners Homes. However, if carpet selected by Owner has an excessive high pile or rugs are placed in bathrooms, the Owner is responsible for any additional door undercutting.

Dynasty Partners Homes shall make the necessary adjustments or replace door if passage doors from room to room that have openings between the bottom of the door and the floor finish material that is in excess of 1 ½ inches. Closet doors should not have openings in excess of 2 inches.

At the time of your Pre Closing Walk-Through or Occupancy, whichever occurs first, the operation of Bi-fold doors should allow for the doors to remain on their tracks, as specified by the door manufacturer. **ONE TIME ONLY**, Dynasty Partners Homes will repair any Bi-fold door that will not stay on its track during normal operation.

Doors shall not swing open or closed by force of gravity alone.

The door edge shall be within 3/16 inch of parallel to the door jamb.

Doors should move smoothly and the door knob or latch should not stick or bind during operation.

Pocket doors must operate as intended by manufacturer. Passage doors that do not open and close freely without binding against the doorframe are service items. Lock bolt is to fit properly in the keeper to maintain a closed position. Dynasty Partners Homes shall repair or replace, at Dynasty Partners Homes sole discretion, to meet the manufacturer's specifications, and/or the standards sated herein.

Pocket doors shall not rub in their pockets during normal operation. Dynasty Partners Homes will correct **ONE TIME ONLY**. Wooden panels shall not split to the point that light is visible through the door. Dynasty Partners Homes will **ONE TIME ONLY** fill splits with wood filler and will attempt to match stain, however Dynasty Partners Homes is not responsible to perfectly match stain. To maintain your sliding glass doors, always keep the tracks clean of debris.

Electrical System

The furnace or air conditioner requires a large amount of electricity to start. The flickering of lights when you start your air conditioner or furnace is not a deficiency. The electricity current returns to normal as soon as the system starts. This is normal and not an electrical problem. Dynasty Partners Homes will only take corrective action as necessary if tarnishing of fixtures is noted prior to the time of closing or occupancy.

Always check for faulty bulbs or tripped breakers or Ground Fault Circuit Interrupter (GFCI) outlets before assuming a problem with a circuit. Light bulbs are specifically not covered by this Limited Warranty. If an electrician is called to your home for repairs and a burned out light bulb or to reset a tripped breaker, the Owner will be charged for the cost of the service call.

Tripped GFCI outlets are simple to reset and are Owner's responsibility. As GFCI are very sensitive devices, they will trip occasionally for no apparent reason at all. This does not mean that the device is defective. Arc Fault Circuit Interrupter (AFCI) breakers are typically used to protect bedrooms and other general purpose circuits. AFCIs breakers are sensitive devices and easily tripped. The most common cause for AFCI trips is damaged cords or plugs on consumer products.

In most parts of the house, the electrical codes allow light fixtures and plug-in outlets to be on the same circuit. As a result, it is not unusual for lights to dim momentarily when plugging in or turning on a device that has a significant current draw. This is commonly seen when using irons, vacuum cleaners, hair dryers, jet tubs and some TVs. The extent of dimming is also affected by the amount the circuit is already loaded when the device is plugged in or turned on. Please note that high-draw devices will need specialty circuits and may trip general use circuits. Tripping due to overloaded circuits is not considered a deficiency.

Dynasty Partners Homes will meet the standard set by local electrical code requirements. All electrical switches and outlets are to operate as specified by manufacturer and supplier.

The tripping ground fault interrupter (GFI) is not a deficiency. The GFI has been installed to protect you from an electrical shock. Occasional tripping of GFI switch is not considered a deficiency. Dynasty Partners Homes installs ground fault interrupters in accordance with the approved electrical code. Dynasty Partners Homes is only responsible for providing you the GFI and assuring that the GFI is installed and operating properly. Dynasty Partners Homes will correct any faulty GFI due to installation.

Fuses and circuit breakers shall be tripping by normal usage.

Dynasty Partners Homes will correct wiring that does not perform as intended, including, but not limited to, Phone lines, Cable TV lines, Computer lines, Stereo and Theater lines, if installed by Dynasty Partners Homes.

HOMEOWNER TIP: Care and testing of your smoke detectors

- *Test the detectors on a regular basis.*
- *Replace all batteries (9 volt) once a year. You may hear an intermittent chirp from one or more of the detectors; this is the battery function of the detector. It will only chirp when batteries are low, missing or inserted backwards.*
- *Clean the detectors with the brush attachment of your vacuum once a year. It is inherent that this be done because as the inner lens of the detector collects dust, its ability to perform is blinded. Dirty detectors will alarm in full cycle for no apparent reason. This is very important in new construction areas because of the amount of dirt in the air. The detectors come down with a slight counterclockwise turn and unplug the attachment plug on the back of the detector. Your smoke detectors are on a separate circuit labeled smokes or smoke detectors. Remember, turning off the circuit breaker will not silence the alarm as they are battery backup.*

Exteriors

Masonry

Since no two bricks or stones are exactly the same, variations in size, color and placement are acceptable. Water-soluble salt, known as efflorescence, is caused by alkali salts bleeding out of the brick or block and is not covered under this warranty. Dynasty Partners Homes is not responsible for exact match of mortar or patching material colors.

Cracks smaller than ¼ inch in width are considered acceptable and Dynasty Partners Homes will not perform any repairs.

Dynasty Partners Homes will repair cracks in excess of ¼ inch by tuck-pointing or patching. These repairs should be made toward the end of the term of this Limited Warranty to permit normal settling and allow the home to stabilize.

Cracks visible from distances in excess of 20 feet or larger than ¼ inch in width are not acceptable.

Cut bricks used in the course directly below an opening shall not vary from one another in thickness by more than ¼ inch. The smallest dimension of a cut brick should be greater than 1 inch. No point along the bottom of any course shall be more than ¼ inch higher or lower than any other point within 10 feet along the bottom of the same course.

Sealants

Dynasty Partners Homes shall caulk joints in exterior wall surfaces and around openings that are not properly caulked to exclude the entry of water or excessive drafts **ONE TIME ONLY** during the term of this Limited Warranty.

Sidings

Delaminate or deteriorate of siding is considered a deficiency. All siding that is not installed properly, which causes same to come loose or fall off, is a deficiency.

Dynasty Partners Homes will repair or replace any delaminated or deteriorated siding during this Limited Warranty, unless delaminating or deterioration is caused by Owner negligence or abuse. Dynasty Partners Homes cannot guarantee exact match of repaired areas to original sidings, texture, or color.

Siding bows exceeding ½ inch in 32 inches are considered excessive.

Lap siding, which bows and exceeds the sidings performance standard guidelines is considered a deficiency. Aluminum or vinyl siding trim shall not separate from house by more than ¼ inch. Dynasty Partners Homes cannot guarantee an exact match of color or textures.

Dynasty Partners Homes shall take corrective action to eliminate gaps or spacing at the ends and edges of siding that are wider than 3/16 inch. Dynasty Partners Homes shall paint over any filler used to eliminate excessive gaps and spacing that exceed the tolerance standards above. Dynasty Partners Homes is not responsible for color match.

Nail stains exceeding ½ inch in length that are visible from a distance of 20 feet are serviceable items.

Some specific siding may tend to reflect waviness. This wave in the sidings appearance is not considered a deficiency.

Any gaps or separation in siding joints or seams, which exceed 3/16 inch are a deficiency under this Limited Warranty. Dynasty Partners Homes shall fill any excessive siding gaps or joints as needed; however, Dynasty Partners Homes cannot guarantee exact match of color or texture of adjacent siding areas.

Lap siding shall not be more than ½ inch off parallel with contiguous courses in any 20-foot measurement.

These repairs should be made toward the end of the first year of occupancy to permit normal settling of your home.

Stucco and Cementive Finishing

Stucco is a brittle cement product that is a durable home finish. Stucco and synthetic stucco (such as Dry vit) finishes are subject to expansion and contraction. Hairline and “spider” cracks in stucco or cementive finishing are non-warranty. Dynasty Partners Homes cannot guarantee against color variations or textures of stucco repair or replacement. Defects that are a result of characteristics common to stucco and cementive finishing, such as but not limited to fading, chalking, peeling, checking or cracking due to sunlight, drying or curing, are specifically not

covered by this Limited Warranty. Paint touch-ups to stucco and cementive finishing repairs often do not match due to the natural and uncontrollable deterioration of the original paint over time. Dynasty Partners Homes is not responsible for paint touch-ups to stucco and/or cementive finishing match. Dynasty Partners Homes is not responsible for effervescence.

Stucco or cementive finishing cracks that exceed 1/8 inch in width are considered a deficiency the Dynasty Partners Homes shall patch **ONE TIME ONLY** during the term of this Builder's Limited Warranty.

The finish coating shall not separate from the base on an exterior wall. Dynasty Partners Homes shall repair areas where coating has separated from the base, although Dynasty Partners Homes is not responsible for failure to match color or texture due to nature of material.

Fireplaces

If you have an "insert" fireplace, refer to and follow the manufacturer's instructions. Fireplaces, have a break in period that may require as much as 10-15 hours of cumulative use to burn out the "New" smell. During the first few hours of use, a light haze or smoke may be noticeable and it may be necessary to open a door or window for added ventilation. The ceramic logs used in firebox inserts are specifically positioned by the manufacturer and should not be rearranged.

Small amounts of water or the dripping of water down the fireplace flue during a rainstorm is not considered a deficiency. Fireplaces and fireboxes are drafty by nature and during colder weather the drafts may be very noticeable (to the point that frost may form, depending on the humidity levels in the house).

Dynasty Partners Homes shall repair by pointing or patching all masonry hearth cracks that exceed 1/4 inch in width. Dynasty Partners Homes is not responsible for matching color or texture of pointing or patching material to existing mortar.

Water leaks, which result in actual water entering the home outside the firebox is considered a deficiency.

The fireplace chase separating from the home in excess of 1/2 inch in 10-feet is considered a deficiency.

The fireplace must draw as intended, however high winds may cause temporary negative draft; however, this is not considered a deficiency. A negative draft, which is caused by the design or construction of the fireplace chase, is considered a deficiency. **ONE TIME ONLY**, Dynasty Partners Homes will repair the chimney, based on the manufacturer's specifications or the design specifications, to draw correctly.

Floor Coverings

Carpeting

Carpet has a tendency to loosen in damp weather and tighten again in dry weather this stretching is normal and is specifically not covered by the Limited Warranty. Although every effort has been made to conceal carpet seams, they are likely to show.

Carpet should not loosen or separate. Visible gaps and overlapping seams due to improper installation are considered a deficiency.

Carpet discoloration must be noted during your Pre Closing Walk-Through.

Dynasty Partners Homes is not responsible for dye lot variations, discontinued carpet or unavailability of specific carpeting if replacements are necessary.

HOMEOWNER TIP: Please consult with the carpet manufacturer on approved vacuum cleaners and height settings. Some vacuum cleaners can be very abrasive to carpet.

Hardwood

Wood is a product of nature and may contain color variations, knots, character marks and mineral streaks. Expect these features when choosing your flooring selection. Hardwood floors require you as the home owner to maintain proper humidity for the product. A lack of humidity will cause the wood to dry out excessively and result in cracks and separations between the floorboards. This condition may be more pronounced around floor registers and exterior doors. The use of a humidifier in dry climates or seasons will minimize cracks and separations resulting from a lack of humidity.

Gaps exceeding 1/8 inch between floor-boards are considered a deficiency.

Dynasty Partners Homes will take corrective action as necessary to meet the above standard, unless gaps are due to shrinkage and expansion associated with changes in the humidity in the home. Lippage greater than 1/16 inch is considered excessive

It is Dynasty Partners Homes option to repair or replace floorboards with excessive gaps.

Cups or crowning in hardwood flooring should not exceed 1/16 inch in depth in a 3-inch maximum span measured perpendicular to the long axis of the board.

Dynasty Partners Homes will repair or replace any hardwood flooring which cups in excessive of the above standards, however Dynasty Partners Homes is not responsible for any hardwood damage whatsoever caused by Owner negligence or abuse or for damage caused beyond Dynasty Partners Homes control. It is the responsibility of the Owner to follow manufacturer care and maintenance instructions, including approved cleaners.

Dynasty Partners Homes cannot guarantee color of finishes or fillers to any repaired or replaced flooring areas.

Resilient Floors

Resilient flooring that has readily visible nails is considered a deficiency. Dynasty Partners Homes shall repair or replace flooring as necessary.

Dynasty Partners Homes is not responsible for discontinued flooring or exact matches.

Detachment or lifting of the floor under normal use is considered a deficiency.

Dynasty Partners Homes cannot guarantee exact match of patterns or colors. Dynasty Partners Homes is not responsible for discontinued patterns or damage caused by Owner abuse or negligence. It is the responsibility of the Owner to follow manufacturer care and maintenance instructions, including approved cleaners.

Gaps and seams that measure in excess of 1/32 inch in width is considered a deficiency. Ridges that measure in excess of 1/8 inch in height is considered a deficiency. Patterns at seams between adjoining pieces shall align to within 1/8 inch.

Dynasty Partners Homes will repair or fill any excessive gaps or ridges as necessary **ONE TIME ONLY** during the Limited Warranty Term.

Gaps where two different mediums connect shall not exceed 1/4 inch. Excessive gaps are considered a deficiency. Dynasty Partners Homes will repair or fill gaps **ONE TIME ONLY** during the Term of this Limited Warranty.

Tile, Brick, Marble and Stone

Loose flooring or flooring which breaks under normal use is considered a deficiency. Tile, Flagstone, or similar hard surfaced sanitary flooring that cracks or becomes loose as a result of faulty installation or as a result of a problem with underlayment or sub-floor is a serviceable item. Sub-floor and wallboard are required to be structurally sound, rigid, and suitable to receive finish.

Loose tiles are considered a deficiency. Dynasty Partners Homes will take action as necessary to substantially meet the guideline should this occur during this Limited Warranty term

Dynasty Partners Homes will take corrective action to repair cracks in tile grout that are 1/16 inch in width or greater as necessary **ONE TIME ONLY** within this Limited Warranty Term.

Lippage greater than 1/8 inch is considered excessive, except where the materials are designed with irregular height. (such as hand-made tiles)

Dynasty Partners Homes is not responsible for discontinued patterns or damage caused by Owner abuse or negligence. It is the responsibility of the Owner to follow manufacturer care and maintenance instructions, including approved cleaners.

Grout patching materials used by Dynasty Partners Homes to repair or replace tile grout is the sole determination of Dynasty Partners Homes.

Heating, Air Conditioning and Ventilation

Heating

The heating system should produce an inside temperature of 70 degrees Fahrenheit when measured in the center of each room and at a height of 5 feet above the floor. Vaulted ceilings, high ceiling areas and excessive glass may cause a variation in this measurement.

Local energy codes shall substantially supersede this standard where local standards and codes have been regulated and adopted for residential construction.

The heating system must be allowed at least 72 hours to reach 70 degrees Fahrenheit. A heating system, which does not provide the above-required temperatures, is considered a deficiency.

A booming noise caused by “oil canning” is not acceptable. Dynasty Partners Homes will take corrective action as necessary.

Ductwork should remain attached as intended. Ductwork and Heating Pipes that are run in un-insulated crawl spaces, garages or attics are to be insulated to meet local codes and standards.

If the Ductwork or Heating Pipes become unattached during the warranty term, Dynasty Partners Homes will take corrective action as necessary.

Air Conditioning System

The air conditioning system should be able to maintain a temperature of 78 degrees Fahrenheit as measured in the center of the room at a height of 5 feet above the floor. Vaulted ceilings, high ceiling areas and excessive glass may cause a variation in this measurement. A single air conditioning unit should allow for no more than a 7 degree Fahrenheit variance between living levels of the home.

Local energy codes shall substantially supersede this standard where local standards and codes have been regulated and adopted for residential construction. A differential of 15 degrees Fahrenheit is not considered a deficiency when outside temperatures exceed 93 degrees Fahrenheit.

Dynasty Partners Homes will take corrective action if refrigerant lines leak during the term of this Limited Warranty. Dynasty Partners Homes shall provide unobstructed condensation lines

at the commencement of this Limited Warranty. Dynasty Partners Homes is not responsible for clogged lines after commencement of this Limited Warranty. Builder-installed refrigerant lines or ground loop pipes that develop leaks during normal operation are a serviced item.

Ventilation – Attics, Crawl Spaces and Vents

Dynasty Partners Homes shall substantially assure that all attics and crawl spaces have a natural ventilation area as required by local code.

Dynasty Partners Homes shall install adequate ventilation in crawl spaces to avoid damage to supporting members or insulation due to moisture accumulation. Certain conditions may cause condensation in crawl spaces that cannot be eliminated by ventilation and/or vapor barrier. Dynasty Partners Homes shall take corrective action.

Dynasty Partners Homes shall vent exhaust fans to prevent damage to supporting members or insulation.

HVAC Miscellaneous

Note that many homes are modified to include “bonus” rooms (e.g. small finished rooms, closets or storage areas that would normally be attic space or other unfinished area). Bonus rooms are typically not included in the HVAC plan for the home and are excluded from the temperature requirements stated above. Should temperature variation to the rest of the house be noticeable during extreme temperature conditions, leave the doors to these areas open to improve air circulation.

Furnace filters should be kept clean and changed per the manufacturers recommendations as failure to do so could void the manufacturer’s warranty. Maintenance of furnace filters is an Owner Responsibility.

During humid conditions it is possible for water to condense and drip off air ductwork. As humidity control is the responsibility of the Owner, the Dynasty Partners Homes Limited Warranty does not cover condensation and damages done by condensation.

Insulation System

Sound transmission between rooms, floor levels, adjoining condominium units in a Building, or from the street into the Home is a non-service condition.

Insulation not installed in accordance with local building code requirements is considered a deficiency. Dynasty Partners Homes shall provide insulation as required. Air infiltration around doors and windows is not considered a deficiency.

Drywall

Drywall cracks that exceed 1/16 inch in width and nail pops which break the surface of the drywall are considered a deficiency and Dynasty Partners Homes will take corrective action as necessary **ONE TIME ONLY** during the Term of this Limited Warranty.

Dynasty Partners Homes shall fill cracks that exceed 1/16 inch in width on any plaster walls or ceiling **ONE TIME ONLY** during the Term of this Limited Warranty. Dynasty Partners Homes is not responsible for matching color or texture of patched areas with surrounding original material or surface coatings.

Dynasty Partners Homes shall fix popped corner beads creating gaps of 1/16 inch or more. Dynasty Partners Homes shall fix loose drywall tape

Dynasty Partners Homes is not required to paint an entire wall or room. Dynasty Partners Homes is not required to paint drywall repairs related to normal drying out and curing of the home.

Paint

Minor paint flaws must be noted during the Pre-Close Walkthrough.

Wall, ceiling, and trim surfaces that are painted shall not show through new paint when viewed from a distance of 6-feet under normal lighting conditions.

Dynasty Partners Homes will re-touch walls, ceilings or trim surfaces as noted at the Pre Closing Walk-Through, if visible from a distance of 6 feet, under normal lighting conditions. Dynasty Partners Homes is not responsible for exact match in color.

All interior trim caulking and painting of painted woodwork is the Owner's responsibility except for those separations that exceed 1/8 inch.

Excessive knot and wood stains that bleed through the paint on interior surfaces are considered a deficiency and Dynasty Partners Homes shall seal affected area where bleeding of knots and stains appear. Dynasty Partners Homes is not responsible for matching paint color or texture of affected area to original finish of adjacent areas.

Natural finish of interior woodwork that deteriorates during the term of this Limited Warranty is considered a deficiency and Dynasty Partners Homes shall refinish affected area. Dynasty Partners Homes is not responsible for matching color or texture of affected area to adjacent finished.

Dynasty Partners Homes shall remove paint splatters or brush marks and/or lap marks on walls, woodwork, or other surfaces, which are excessive, and shall not be readily visible when viewed from a distance of 6 feet under normal lighting conditions.

Paint or stain overspray on surfaces not intended for paint or stain that is visible at a distance of 6 feet under normal lighting conditions is not acceptable.

Exterior paint or stain shall not fail during the paint or stain manufacturer's warranty period.

Yard, Site Grading, Drainage & Landscaping

Some settling of the soils around your home is normal and not considered a deficiency. Altering or changing the grade around your home is not recommended and may cause damage or leaks that are not covered by this warranty. Correcting any grade from erosion or run-off due to water is an Owner responsibility.

Initial grading for proper drainage in the crawl space area is an Dynasty Partners Homes responsibility. Dynasty Partners Homes will substantially meet the local guidelines and codes if applicable.

If weather conditions prevent the completion of the final grade prior to the commencement of this Limited Warranty, Dynasty Partners Homes will, when weather permits, complete the final grading work.

Settling which interrupts proper drainage is considered a deficiency and Dynasty Partners Homes will deliver fill dirt to Owner **ONE TIME ONLY** during the Term of this Limited Warranty.

Dynasty Partners Homes is not responsible for maintaining proper drainage. Dynasty Partners Homes has the option to place fill dirt on city approach portion of driveway or any other suitable area as designed by Dynasty Partners Homes.

Site Drainage under this Limited Warranty is explicitly limited to grades within 10 feet and swales within 20 feet of the foundation of the home. Standing or ponding water outside of defined swales and beyond 10 feet from the foundation of the Home, or that is within 10 feet but is caused by unusual grade conditions, or retention of treed areas, is not considered a serviceable item.

Standing or ponding water shall not remain in areas covered by the Limited Warranty for a period longer than 24 hours after a rain, except in swales that drain from adjoining properties or where a sump pump discharges. In these areas an extended period of 48 hours is to be allowed for water dissipation. Longer periods can be anticipated following unusually heavy rainfalls.

Dynasty Partners Homes is not responsible for drainage problems attributed to grading requirements imposed by state, county, or local governing agencies, overland water flowage easements, sprinkler systems, sump pump discharge, runoff from adjoining properties, ground and subsurface water, alterations to the initially established grade and failure to maintain initial grade.

Dynasty Partners Homes will fill **ONE TIME ONLY** during the term of this Limited Warranty any utility trenches that settle in excess of 6 inches from the finish grade established by Dynasty Partners Homes. The Owner shall be responsible for any trees, grass, shrubs, or lawn sprinkler systems affected by placement of such fill.

Landscaped areas that are disturbed during repair work are considered a deficiency under this Limited Warranty and Dynasty Partners Homes shall restore grades, seed and landscape to meet original condition.

Dynasty Partners Homes is not responsible for grassed or landscaped areas, which are damaged by others, including any work performed by public or private utility companies.

Due to the many factors beyond Dynasty Partners Homes control that could affect a finished yard (e.g. weather, insects, pets), sod, shrubs, trees and other planting are not covered by the Dynasty Partners Homes Limited Warranty under any situation. This includes shrubs, trees and other plantings existing prior to construction.

Some nurseries provide guarantees on the plantings that they provide. Any guarantees provided in this situation are independent of Dynasty Partners Homes; thus the Owner would need to contact the supplying nursery to determine if guarantees are provided.

NEW SOD MUST BE WATERERED DAILY (TO THE POINT THAT THE GROUND IS SOFT) UNTIL THE ROOTS HAVE “TAKEN” (I.E. THE SOD CAN NO LONGER BE PULLED UP). DURING THE HOT SUMMER, FAILURE TO WATER NEW SOD FOR JUST ONE DAY CAN RESULT IN DEAD SOD. SOD IS NOT COVERED BY THIS LIMITED WARRANTY UNDER ANY SITUATION.

In situations where grass seed is used; Dynasty Partners Homes is only responsible for seeding per manufacturer’s instructions. Dynasty Partners Homes cannot guarantee seeding germination.

Fences & Retaining Walls

Fences and retaining walls are not covered by the Dynasty Partners Homes Limited Warranty under any situation. This would include warping, sagging, settling and shifting of fence posts, gates and fencing materials as well as the settling, shifting and silt wash through of stone or block retaining walls. However, the installing contractors will often “stand behind” their work and correct certain problems that develop. These “good faith” warranties are not extended by Dynasty Partners Homes and problems should be discussed directly with the installing contractor.

Mold

Mold occurs naturally in the environment, and it is necessary for the natural decomposition of plant and other organic material. Mold spreads by means of microscopic spores borne on the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow

in your home. Most homeowners are familiar with mold growth in the form of bread mold, and mold that can grow on bathroom tile. In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabrics, carpet, or even wallpaper, or by building material, such as drywall, wood and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40 degrees Fahrenheit and 100 degrees Fahrenheit. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in residential setting. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hour.

OWNER must take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize any possible adverse effects that may be caused by mold. These steps include the following:

1. Inspect for leaks on a regular basis. Look for discoloration or wet spots. Contact DYNASTY PARTNERS HOMES immediately upon the discovery of a leak. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take particular notice of any must odors, and any visible signs of mold.
2. Before bringing items into your home, check for signs of mold. Potted plants (roots and soil), furnishings or stored clothing and bedding material, as well as many other household goods, could already contain mold growth.
3. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating and preventing mold.
4. Keep the humidity in the home low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, or by funning the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.
5. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried.

Notwithstanding the size of the job, most clean-up projects for eliminating harmful mold employ four methods. The actual method or combination of methods used will depend on the contaminated materials at issue and the severity of the contamination. The four clean-up methods generally employed are:

1. Wet Vacuum: Where water has accumulated on floors, on carpets, or on hard (non-porous) surfaces, a wet vacuum should be used to remove it.
2. Damp Wipe: Non-porous materials (like metal, glass and plastic) and semi-porous materials (like wood and concrete) should be wiped down with water and detergent and then dried.

3. Remove Damaged Materials from Home: Porous building materials (like ceiling tiles, insulation and wallboard) that are contaminated and cannot be saved must be removed and discarded. To avoid contaminating the entire house, these items should be wrapped in plastic before being removed from the room where they are found. The debris can be thrown in the garbage. (No special precautions are necessary once the debris has been removed from the home).
4. HEPA (High-Efficiency Particulate Air) Vacuum: After wet or contaminated materials have been dried or removed, the entire area should be thoroughly vacuumed. The debris should be placed in a sealed plastic bag and removed from the home. The debris can be thrown in the garbage. (No special precautions are necessary once the debris has been removed from the home).

If you have any questions or concerns regarding mold, or eliminating mold, contact Dynasty Partners Homes prior to conducting any mold remediation procedures to prevent spoliation of mold evidence.

Upon receiving notification from the Homeowner regarding a possible mold concern, Dynasty Partners Homes may, at Dynasty Partners Homes option, choose to perform a site investigation, data collection, sampling and/or testing. Dependent upon the water source which caused the suspected mold, and the type of mold discovered, if any, Dynasty Partners Homes may determine from the results of the inspection or data and testing, if performed, the appropriate action, if any, that will be taken to remedy the situation.

Plumbing

A professional installed the plumbing in your home. Any plumbing problems should be repaired immediately by contacting the Dynasty Partners Homes or identified Plumber. The water supply system shall operate as designed and be installed in accordance with all approved building and plumbing codes.

Septic System

The septic system will be installed in compliance with local code standards.

Water Supply Drain Lines and Fixtures

Dynasty Partners Homes is not responsible for staining of plumbing fixtures due to high iron, manganese, and other mineral content in water. Owner is responsible for worn washers, worn seals and clogged water filters.

Dynasty Partners Homes is not responsible for sewers, fixtures and drains that are clogged through the Owner's negligence. Dynasty Partners Homes is not responsible for clogged toilets. Dynasty Partners Homes will address stopped-up drain lines caused by construction debris; however, if stoppage is caused by Negligence the Owner will be responsible for any costs involved correcting the problem.

Dynasty Partners Homes shall install all plumbing to meet applicable codes.

Some noise can be expected from the water pipe system, due to the flow of water. However, the supply pipes should not make the pounding noise called “water hammer”. “Water hammer” is considered a service item in the Limited Warranty.

Dynasty Partners Homes is not responsible for conditions beyond Dynasty Partners Homes control.

Any valve or faucet that leaks is considered a deficiency. Dynasty Partners Homes will take corrective action to stop the leakage

Leaks in soil, waste vent or water pipes are considered a deficiency. Dynasty Partners Homes will take corrective action to eliminate leakage.

Dynasty Partners Homes shall assure the proper operation of all sewers, fixtures and drains.

Sanitary sewers, fixtures, waste or drain lines that do not operate or drain properly due to improper construction are a deficiency.

Dynasty Partners Homes will take corrective action to repair chips, scratches or cracks in hard surface items that are noted during you Pre Closing Walk-Through only.

Be sure to read section 9 non-warranted conditions. Plumbing is not warranted against freezing under any circumstance when it is located above unheated spaces or in any other areas if owner does not take precautionary steps during the winter.

HOMEOWNER TIP:

- 1. Do Not set the heat below 65 degrees Fahrenheit until experience shows that lower settings will not result in freeze ups.*
- 2. Do maintain overhead garage doors are fully close.*
- 3. Do run a trickle of water on high risk faucets if needed during extreme conditions*

If a freeze-up does occur, the water to the house should be shut off until the pipes are thawed. This will avoid water damages that could result when thawing if a line burst when frozen.

HOMEOWNER TIP:

When leaving on vacation or for an extended period of time, it is always a good idea to shut off the water at the main supply valve. That way, damages would be minimized should a problem occur while no one is around.

Roofing and Gutters

Gutters, Down-Spouts, Flashing and Valleys

Leaking gutters, downspouts, flashings and/or valleys is considered a deficiency. Dynasty Partners Homes shall repair or replace any gutters, downspouts, valleys or flashing that leak during the term of this Limited Warranty.

wner is responsible for keeping downspouts and gutters clear and free of debris. Owner is responsible for keeping downspout extensions in place at all times.

Water levels should not exceed ½ inch in guttering. However, immediately after a heavy rain, standing water may exceed 1 inch for a short period of time and this is not considered a deficiency. Water shall not become trapped under roof rolling.

Blisters in roof rolling are acceptable and specifically not warranted.

A small amount of water may pond on a flat built roof and this is not considered a deficiency; however, flat built roofs should drain. Water shall drain from a flat or low-pitched roof within 24 hours of a rainfall.

Dynasty Partners Homes assures that a flat built roof will drain to substantially meet the local guidelines.

Roofing materials such as shingles and/or roofing tiles shall be free of defects in material and workmanship during the Term of this Limited Warranty.

Shingle deficiencies are manufacturer's responsibility.

Asphalt shingle edges or corners shall not curl or cup more than ½ inch. Asphalt shingles shall overhang roof edges by not less than ¼ inch, and not more than ¾ inch, unless manufacturer's instructions indicate otherwise. Asphalt shingle surfaces shall not buckle in excess of ¼ inch.

Nails shall not loosen from roof sheathing to raise asphalt shingles from surface.

Dynasty Partners Homes is not responsible for damages due to winds exceeding 30 mph in velocity. Ice buildup on roofs causing leaks is not Dynasty Partners Homes responsibility. Owner Must keep all valleys and flashings free of debris. Leaks or damage caused by Owner Negligence is not covered by this Limited Warranty.

Roof or flashing leaks is considered a deficiency unless leaks are caused by severe weather conditions.

Dynasty Partners Homes shall install attic vents and/or louvers to meet local standards.

Dynasty Partners Homes is not responsible for ice buildup on a roof, especially eaves. This condition naturally can occur when snow or ice accumulates. Dynasty Partners Homes is not responsible for leaks caused by ice buildup.

Sprinklers, Bubblers and Drip Systems

If included in the Sales and Purchase Contract, Dynasty Partners Homes shall supply a properly functioning system. Heads should be placed to cover area intended with water pressure and volume available.

Trenches should be filled and compacted. Heads not working properly should be replaced if defective during first 90 days.

Low water pressure affecting or caused by sprinkler systems, standing or ponding water, leaks into the house caused by direct impingement or misdirected sprinkler heads, elevated water bills due to breaks or leaks are not covered by this Limited Warranty.

Sump Pumps

Dynasty Partners Homes is responsible only for the proper installation of the sump pump. Damages done by rising water as a result of a sump pump failure or the inability to keep up with demand are not covered by the Dynasty Partners Homes Limited Warranty.

Windows

Metal, wood and plastic windows should operate with no greater operating force than that described in the manufacturer's specifications at the time of closing or occupancy. Double hung windows are permitted to move within a 2-inch tolerance up or down when put in an open position. Dynasty Partners Homes shall adjust any excessive movement **ONE TIME ONLY** during the term of this Limited Warranty.

Weather stripping not fitted properly is considered a deficiency.

The installation of storm windows or storm doors to provide greater protection against the elements is often recommended and is the Owner responsibility.

Windows and skylights, which leak, are considered a deficiency.

Dynasty Partners Homes shall take corrective action to repair or replace any window hardware that does not properly lock or perform its intended purpose.

Dynasty Partners Homes shall take corrective action to adjust or replace storm windows and screens, when installed by Dynasty Partners Homes, which do not operate or fit properly to provide protection for which they are intended **ONE TIME ONLY** during the term of this Limited Warranty.

No daylight shall be visible around frame when windows are closed. Dynasty Partners Homes shall repair to meet this guideline if daylight is visible when window is closed. Some air infiltration is usually noticeable around doors and windows, especially during high winds, and is not considered a deficiency.

A maximum operating force of 35 pounds is required on all residential vertical-sliding, single and double hung and aluminum windows.

A maximum operating force of 25 pounds is required on all wood framed, aluminum and horizontal-sliding windows.

Dynasty Partners Homes will repair or replace windows as needed to substantially meet these guidelines **ONE TIME ONLY** during the term of this Limited Warranty.

Condensation between the panes of double-paned glass is considered a deficiency. Window grids shall not disconnect, fall, or become out of level.

Scratches in glass and missing screens are specifically not covered in this Limited Warranty and must be noted at the Pre Closing Walk-Through.

Wood

While every attempt is made to frame a home with square corners and plumb walls this is not always the case. Out of square corners are not covered under this Limited Warranty. Note that the following criteria apply to conditions that develop during the warranty as opposed to original construction.

Framed Walls

Exterior and interior framed walls or ceilings bowed in excess of ½ inch within a 32-inch horizontal measurement or ½ inch within any 8-foot vertical measurement shall be corrected to meet the specific guidelines of this Limited Warranty.

Wood frame walls that are more than 3/8 inch out of plumb for any 32 inches in any vertical measurement shall be corrected by Dynasty Partners Homes to meet the guidelines of this Limited Warranty.

The diagonal of a triangle with sides of 12 feet and 16 feet along the edges of the floor shall be 20 feet plus or minus ½ inch. Dynasty Partners Homes shall make necessary modifications to comply with local construction standards.

Floors

Dynasty Partners Homes will address framed floors where there is a slope, ridge or depression in excess of 1/4 inch in a 32-inch measurement.

Springiness, bounce and shaking in floors and stairs can result from the types of framing materials used, the spans involved and amount of loading. As flooring systems and stairs are designed to meet stringent code requirements, the springiness, bounce and shaking are not covered under the Dynasty Partners Homes Limited Warranty.

Squeaks and creaks in floors and stairs are common in nearly every home. Many will work themselves out as the temperature and humidity levels stabilize and with the placement of furniture. Others will develop over time as the floor and stair framing shrink from drying and shift. This is a part of the normal drying and aging process of the home. For this reason,

Dynasty Partners Homes will only address floor/stair noise or loose sub-flooring that is a result of an underlying construction defect.

Floor squeaks not caused by de-lamination or loose sub floor are specifically not covered under this Limited Warranty.

Loose sub-flooring is unacceptable. Dynasty Partners Homes will secure loose sub-floors or take other corrective action to eliminate squeaking to the extent possible within reasonable repair capability, as determined by Dynasty Partners Homes, without removing floor finishes.

Exterior sheathing and sub-flooring, which delaminates or swells on the finished side in which a finish material has been applied is considered a deficiency and Dynasty Partners Homes shall repair or replace as required. Replacement of the finish material, when necessary, is not guaranteed to match in texture or color to the original finish material.

Uneven Wood Floors

Dynasty Partners Homes will repair an uneven wood floor if it is more than 3/8 inch higher or lower than any other point on the surface within 20 feet, or proportional multiples of the preceding dimensions, with the exception of thresholds and transitions.

The diagonal of a triangle with sides of 12 feet and 16 feet along the edges of the floor shall be no more than 1/2 inch more or less than 20 feet.

Dynasty Partners Homes shall repair to meet the guidelines of this Limited Warranty by correcting any wood floor that has a 1/4 inch ridge or depression within any 32-inch measurement.

Interior Stairs

The maximum vertical deflection of an interior stair tread shall not exceed 1/8 inch at 200 pounds of force. Dynasty Partners Homes shall make repairs as necessary to substantially meet this guideline.

Gaps between adjoining parts that are designed to meet flush shall not exceed 1/8 inch in width. Dynasty Partners Homes will fill or repair gap or will replace parts necessary to substantially meet this guideline.

All interior stair railings shall be attached to structural members in substantial accordance with applicable codes.

Loud squeaks caused by loose stair riser or tread are considered a deficiency.

However: squeaks caused by normal expansion and weight load on wood stairs is not covered by this Limited Warranty.

Trim Workmanship

Gaps or spaces exceeding 1/8 inch in width in joints of molding or adjacent materials to moldings, is considered a deficiency.

Caulking or nailing of trim is considered an acceptable method to eliminate the gap. Dynasty Partners Homes is not responsible for exact color match.
Nails are to be properly set and nail holes filled with putty.

Splits, cracks, and checking greater than 1/8 inch in width is considered excessive.

Hammer marks on interior trim shall not be readily visible from a distance of 6 feet under normal lighting conditions.

Deterioration of Varnish or Lacquer Finishes

Interior finishes, which deteriorate during the term of this Limited Warranty, are considered a deficiency.

Dynasty Partners Homes shall repair deficiency; however, Dynasty Partners Homes is not responsible for exact match in finishes.

Finished Wood – Exterior

Joints between trim that exceed 1/8 inch is considered a deficiency. Dynasty Partners Homes may use caulking or a similar material to fill the joints or gaps. Dynasty Partners Homes is not responsible for matching the finish of color of the finished wood.

Dynasty Partners Homes shall take corrective action to repair or replace any exterior trim, which is damaged and readily visible, if noted at the Pre-Closing Walk-through. Dynasty Partners Homes shall repair or replace affected trim to meet the standards of the Limited Warranty. Refinished or replaced areas are not guaranteed to match surrounding areas in color, texture or wood graining.

Dynasty Partners Homes shall fill nail holes where required; however, varnish, paint, stain or touch-up areas are not guaranteed to match original finish materials or coatings.

Joints between exterior trim elements and siding or masonry, which are in excess of 1/4 inch, shall be caulked. Exterior trim abutting masonry siding shall be capable of performing its function to exclude the elements. Touch-up of finish coatings where required are not guaranteed to match in color or texture between dissimilar material.

Split Exterior Trim Boards

All splits in wood exceeding 1/8 inch is considered a deficiency and must be filled by Dynasty Partners Homes during the term of the warranty

After the expiration of this Limited Warranty, splits of any nature are the Owner's responsibility. Dynasty Partners Homes is not responsible for matching the finish or color of the trim.

Bowed and Twisted Exterior Trim Boards

Twists and bows in exterior trim wood that exceeds 3/8 inch in an 8-foot section are considered a deficiency and must be repaired or replaced during the term of this Limited Warranty. Dynasty Partners Homes shall fill splits exceeding 1/4 inch in width.

Cupping in wood trim which exceeds 3/16 inch in 5 1/2 inches is considered a deficiency.

Dynasty Partners Homes shall repair or replace as required unfilled, splits exceeding 3/8 inch in width on any beam or post exceeding 2 1/2 inches or greater in thickness. Caulking or other similar material used by Dynasty Partners Homes is not guaranteed to match in color or texture of original wood beam or post. Dynasty Partners Homes is not responsible for matching the finish or color of the replaced or repaired boards.

Exposed wood columns shall not bow or be out of plumb more than 3/4 inch in 8 feet when measured vertically.

Section 9: Non-Warranted Conditions

NON-WARRANTED CONDITIONS

This Limited Warranty covers only those items specifically described in sections 6, 7 and 8.

THERE ARE NO EXPRESS WARRANTIES COVERING THE HOME OR THE PROPERTY ON WHICH IT IS LOCATED EXCEPT AS SPECIFICALLY PROVIDED HEREIN, AND TO THE FULLEST EXTENT PERMITTED BY LAW DYNASTY PARTNERS HOMES SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO OR RESULTING FROM ANY DAMAGE TO OR DEFECT IN SAID HOME OR THE PROPERTY ON WHICH IT IS LOCATED. HOWEVER, NOTHING CONTAINED HEREIN SHALL LIMIT ANY OF THE OWNER'S RIGHTS BY VIRTUE OF APPLICABLE FEDERAL OR STATE LAWS. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. NOTHING CONTAINED HEREIN SHALL LIMIT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT MAY APPLY TO THIS TRANSACTION.

Specific Description of Certain Non-Warranted Items

Section 8 is designed to help the Owner better understand some of the changes and maintenance items that may occur in the home during the first year or so of occupancy, and also to more specifically describe and explain certain items which are not covered by this Limited Warranty.

Failure to include any item in Section 6, 7 or 8 or to specifically exclude any item that is not actually covered by this Limited Warranty, shall not create any presumption or implication whatever that the item is covered by this Limited Warranty.

General Comments

The home will require more maintenance and care than most products since it is made of many different components, each with their/its own special characteristics. Furthermore, like other products made by humans, a home is not perfect. The home will show some minor flaws and unforeseeable defects, and it may require some adjustments and touching up.

Manufacturer's Warranties

Certain items that are not covered by this Limited Warranty may be covered by manufacturer's warranties. Those manufacturer's warranties are listed in Section 10 of this Limited Warranty.

Any rights of the Owner under those warranties are only provided by the manufactures. Dynasty Partners Homes does not assume any of the obligations under those manufacturer's warranties.

SPECIFIC NON-WARRANTED CONDITIONS

In addition to all of the limitations on the coverage of this Limited Warranty, the following items are specifically not covered:

1. Fragile Items - Components or surfaces of a home easily damaged or that are vulnerable to day-to-day wear and tear are considered "fragile." There include tubs, sinks, tile, vinyl, marble, light and plumbing fixtures porcelain, countertops, screens, windows, mirrors, etc.... Other than for conditions noted prior to closing, the Limited Warranty on fragile items is limited to construction-oriented defects. Examples of fragile item damages not covered under the Limited Warranty include:
 - Broken or scratched glass, mirrors, windows or light fixtures
 - Chips, dings, scratches or mars in marble, sinks, tubs, countertops, vinyl and wood flooring, tile, appliances, doors, cabinets, woodwork, walls and fixtures
 - Torn screens
 - Stained, snagged or torn carpet
2. Any changes in the drainage pattern of the lot due to landscaping, installation of patio or service walks, or other reasons, should be done in a manner, which will retain proper drainage slope. Dynasty Partners Homes assumes no responsibility whatsoever for the grading or stagnant pool formation if the established pattern is altered.
3. Concrete foundations, walks, drives, patios, etc., can develop hairline cracks not affecting the structural integrity of the home. There is no known method of eliminating this condition, which is caused by characteristics of expansion and contraction. It does not affect the

strength of the home and is not a condition covered by this limited Warranty. Only cracks specifically described in Section 8 shall be warranted.

4. Masonry and mortar can develop cracks due to shrinkage in either the mortar or brick. This is normal and should not be considered a defect. It is not covered by this Limited Warranty except as specifically described in Section 8.
5. Ice build-up or damage caused by ice build-up on roofs, valleys, gutters or downspouts is specifically not warranted. Leaks as a result of ice build-ups are also specifically not warranted.
6. This Limited Warranty does not cover leaks due to snow or rain driven into the attics through louvers or vents. Proper ventilation of the home requires Dynasty Partners Homes to install vents and/or louvers.
7. The manufacturer's warranty on your roof covers materials only and does not cover the cost of labor. Limited Warranty claims for any defects in materials will be handled with the manufacturer. Dynasty Partners Homes shall specifically not be responsible for any damages caused by walking on the roof or installing a TV antenna or other appliance on a roof.
8. Any damage or defects resulting from Acts of God are not warranted and should be handled through the Owner's hazard insurance carrier.
9. (a) Most bricks will discolor due to the elements, rain run-off, weathering and bleaching. The color of bricks is specifically not warranted. (b) Heat from fire will alter the color and finish of fireplace bricks, which are specifically not warranted. (c) Heat and flames from "roaring" fires will cause cracking of firebricks and mortar joints. These cracks are specifically not warranted.
10. Exterior and interior caulking, caulking in bathtubs, shower stalls and ceramic tile surfaces will crack or bleed somewhat in the months after installation. This is normal and is not warranted except as specifically described in Section 8.
11. Wood will sometimes crack or "spread apart" due to the drying process. This most often caused by the heat inside the home or the exposure to the sun on the outside. This is normal and is considered a maintenance item to be cared for by the OWNER and is specifically not warranted except as specifically described in Section 8.
12. There is no way to eliminate all floor squeaks. Dynasty Partners Homes is specifically not responsible for eliminating all floor squeaks. Generally, floor squeaks will appear and disappear over time with changes in the weather. Floor squeaks are specifically not warranted, except as specifically described in Section 8.
13. Windows will collect condensation on interior surfaces when extreme temperature differences and high humidity levels are present. Condensation is usually the result of climactic/humidity conditions created by the Owner within the home. Unless directly

attributed to faulty installation, window condensation is a result of a condition beyond Dynasty Partners Homes control and is specifically not warranted. Window “chatter” associated with wind conditions is normal and is also specifically not warranted under the conditions of this Limited Warranty.

14. Broken glass or mirror which are not noted on the New Home Orientation form prior to Closing or Occupancy of the home will not be warranted.
15. Drywall will sometimes develop nail pops or settlement cracks. This is a normal part of the drying-out process and an item that can easily be handled by the OWNER with spackling during normal redecorating. Except as specifically provided in Section 8, drywall cracks, nail pops, seams, joints, corners, etc., and are specifically not warranted.
16. Even the best quality paint, particularly exterior paint, can crack, chip or peel. This does not indicate a defect in the paint or application but is most often caused by other sources, such as allowing lawn sprinklers to hit painted areas, washing down painted areas, etc. Inside do not *scrub* latex painted-walls, and be aware of the newly painted walls as you are moving furniture. The best paint will be stained or chipped if it is not cared for properly. Any defect with interior painting and/or staining that is not noted at the New Home Orientation Pre Closing Walk-Through is not covered by this Limited Warranty. No painting is covered by this Limited Warranty except as specifically provided in Section 8.
17. Fungus and mildew can form on a painted surface if the structure is subject to abnormal exposures, such as excessive rainfall or moisture. Often an area where no direct sunlight occurs will be subject to these conditions. Mildew and/or fungus formation is a condition that cannot be controlled by Dynasty Partners Homes and is an Owner maintenance item and is specifically not covered by this Limited Warranty. Whether or not Owner experiences mold growth depends largely on how Owner manages and maintains home. Dynasty Partners Homes is not responsible for any damage caused by mold, or by some other agent, that may be associated with Homeowner maintenance or neglect, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects.
18. All material that is stained will have variations in color, due to the various textures in wood. Doors that have panels will sometimes dry out and leave a crack of bare wood. This is due to weather changes and other conditions, and neither color variations nor shrinkage cracks are warranted except as specifically provided in Section 8.
19. Dripping faucets, toilet adjustments and toilet seats are only covered by this Limited Warranty to the extent described in Section 8. Otherwise, they are Owner’s responsibility. If the plumbing is “stopped up” during the term of this Limited Warranty and the person servicing the plumbing on behalf of Dynasty Partners Homes finds foreign material in the line, the Owner will be responsible for payment in full of the service call.
20. The Owner must take precautions to prevent freezing during severe cold weather, such as removing outside hoses from sill cocks, leaving faucets with a slight drip, opening door

cabinets under sinks, and turning off water system if the home is to be left unoccupied for extended periods during cold weather. Except as stated in Section 8, frozen pipes are not warranted. Under no circumstances are sill cocks warranted. Plumbing is not warranted against freezing under any circumstance when it is located above unheated spaces.

21. The heating and air conditioning system is covered by the manufacturer's warranty. It is the responsibility to make sure that filters are kept clean and changed at least every 2 months. Failure to do so may void the Limited Warranty. It is also good policy to have the equipment serviced or checked at least once a year.
22. Clogged air conditioner condensation lines is an Owner maintenance item. Dynasty Partners Homes shall provide unobstructed condensation lines at the time of first occupancy only.
23. When metal is heated it expands, and when cooled it contracts. The result is "ticking" or "crackling" within ductwork, which is generally to be expected. Except as stated in Section 8, ductwork is not warranted.
24. Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. Dynasty Partners Homes has installed ground fault interrupter circuits in accordance with approved electrical codes. Occasional Tripping is to be expected and is not a warranty item. Service calls to reset tripped breakers will be billed to the Owner. Burned out light bulbs are specifically not warranted and service calls resulting in burnt out light bulbs will be billed the Owner.
25. Electrical junction boxes on exterior walls may produce airflow whereby the cold air can be drawn through the outlet into the room. The problem is normal in new home construction and is not warranted.
26. The floors are not warranted for damage caused by neglect or the incidents of use. Wood, tile, marble, linoleum and carpet all require maintenance. Floor casters are recommended to prevent scratching or chipping of wood, tile or marble. The Owner should clean satins from carpet, wood, tile or marble immediately to prevent discoloration. Carpet has a tendency to loosen in damp weather and stretch tight again in dryer weather. Any floor covering deficiencies that are not noted on the new home Orientation form prior to Closing are not warranted.
27. Exposure to light may cause spots and/or fading on carpets and wood floors. These conditions are specifically not warranted.
28. Door panels will shrink and expand, and may expose unpainted surfaces. This is normal and not warranted.
29. The upkeep of cosmetic aspects of the home is the Owner's responsibility. Dynasty Partners Homes has not agreed to cover ordinary wear and tear, or other occurrences subsequent to construction that affects the condition of features in the home. Chips, scratches or mars in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, bathtubs, marble,

Formica, lighting fixtures, kitchen and other appliances, doors, paneling, siding screens, windows, carpets, vinyl floors, cabinets, etc. which are not recognized and noted at the New Home Orientation are not covered by this Limited Warranty.

30. Dynasty Partners Homes accepts no responsibility for the growth of grass, shrubs or trees. Once Dynasty Partners Homes grades and sods the property, it is the responsibility of the Owner to water and maintain the lawn and plants. Dynasty Partners Homes will not re-grade the yard, nor remove or replace any shrubs, trees or sod except for those, which are noted as diseased at the New Home Orientation. Under no circumstances is sod a warranted item.
31. Dynasty Partners Homes shall not be responsible for repair of such damages unless the damage was reported to Dynasty Partners Homes at the time of the New Home Orientation prior to closing or Occupancy.
32. Dynasty Partners Homes does not warrant, and shall not be responsible for repairing, replacing, or correcting any outside concrete flat work (including but not limited to driveways, walks, and patios) against cracking, flaking, scaling, spalling, pitting, discoloration, expanding, shrinkage, settling or any other problems whatsoever. With respect to all other concrete, except as specifically described in Section 8, Dynasty Partners Homes specifically does not warrant and shall not be responsible for repairing, replacing or correcting any minor cracking, flaking, scaling, spalling, pitting, discoloration, expanding, shrinkage, settling or other problems. The Owner acknowledges that weather conditions, salt and other chemicals can have an adverse effect on concrete and that Owner shall be solely responsible for the proper maintenance of all concrete (specifically including but not limited to any concrete, driveway, patio and walks).
33. Dynasty Partners Homes does not warrant, and shall not be responsible for, any work performed or material supplied in accordance with any plans and/or specifications supplied, prepared or requested by Owner, or by anyone on behalf of Owner, or for any effects caused or made worse by the negligence, improper maintenance of other action by Owner or anyone else other than Dynasty Partners Homes or Dynasty Partners Homes employees, agents or subcontractors.
34. Defects in outbuildings including detached garages and detached carports (except outbuildings which contain the plumbing, electrical, heating/cooling or ventilation systems servicing the home) swimming pools and other recreational facilities; fences; landscaping (including sodding, seeding, shrubs, trees, and plantings); sprinkler systems; or any other improvements no a part of the home.
35. Damage to real property, which is not a part of the home.
36. Bodily or personal injury, damage to personal property, or damage to any property of others.
37. Any loss or damage, which the Owner has not taken appropriate action to minimize as soon as possible.

38. Any defect in, or caused by material or work supplied by anyone other than Dynasty Partners Homes or Dynasty Partners Homes employees, agents or subcontractors.
39. Loss of use, loss of opportunity, loss of market value, loss of rental value or any other similar consequential loss.
40. Defects in any property, which were not included in the original home delivered for the original sales price.
41. Consequential, incidental or secondary damages.
42. Any damage to the extent it is caused or made worse by:
 - a. Negligence, improper maintenance or improper operation by anyone other than Dynasty Partners Homes or employees of, agents or subcontractors.
 - b. Failure by Owner to give prompt and proper notice to Dynasty Partners Homes of defects.
 - c. Loss or damage not caused by a defect in the construction on the home by Dynasty Partners Homes or employees of, agents or subcontractors.
 - d. Loss or damage externally caused including but not limited to Acts of god, riot or civil commotion, fire, explosion, smoke, water, hail, lightning, fallen trees or other objects, aircraft, vehicles, floor, rising water, mud slides, earthquakes, volcanic eruption, abuse or use of the home, or any part thereof, or by any other external cause.
 - e. Presence of or damage from insects, birds or rodents.
 - f. Any loss or damage, which arises while the home is being used primarily for nonresidential purposes.
 - g. Any condition, which does not result in actual physical damage to the home.
 - h. cost of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair or any other costs due to loss of use.
 - i. Any claim reported after unreasonable delay or more than ten days after the expiration of the warranty term.
 - j. Normal wear and tear and deterioration
 - k. Failure of Dynasty Partners Homes to complete construction.
 - l. Dampness or condensation due to failure of the Owner to maintain adequate ventilation.
 - m. Failure by the Owner or by anyone other than Dynasty Partners Homes or Dynasty Partners Homes employees, agents, or subcontractors, to comply with the warranty requirement of manufacturers of appliances, equipment or fixtures.
 - n. Sound transmission between rooms, floor levels, adjoining condominium units in a building, or from the street in the home is specifically not covered under this Limited Warranty.

Section 10: Manufacturers' Warranties

Registration Forms

The initial Owner will be given the appropriate forms to register the items listed below for the manufacturers' warranties. It shall be solely the Owner's responsibility to make those registrations. The **ONLY** warranty on those items is the manufacturer's warranty and Dynasty Partners Homes is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

The following items are covered by manufacturers' warranties:

1. Dishwasher
2. Garbage Disposal
3. Trash Compactor
4. Ovens
5. Cook Tops
6. Microwave
7. Kitchen Vent Fan
8. Central Air Conditioner
9. Furnace
10. Water heater
11. Whirlpool
12. Security System
13. Garage Door Opener
14. Light Fixtures
15. Central Vacuum system
16. Entertainment Systems
17. Roofing Shingles

There may be other supplies, materials, appliances and systems that are specifically not covered under this Limited Warranty and are instead covered by the manufacturer's warranty.

Section 11: Miscellaneous

Repairs required under this Limited Warranty shall be performed in the manner and using such materials and methods as shall be considered advisable by Dynasty Partners Homes.

Repairs shall be finished or touched up to match surrounding areas as closely as practicable. However, exact match cannot be guaranteed.

Notwithstanding anything else contained herein, for any problem covered by this Limited Warranty, Dynasty Partners Homes at its sole discretion may repair, replace or pay that the reasonable cost of repairing or replacing the defective item.

Notwithstanding anything else contained herein, Dynasty Partners Homes total liability for deficiencies under this Limited Warranty is limited to the purchase price of the home.

Steps taken to correct defects shall not act to extend the term of this Limited Warranty.

If Dynasty Partners Homes repairs or replaces, or pays the reasonable cost of repairing or replacing, any defect covered by this Limited Warranty which is covered by any other insurance or warranty, the Owner must, upon request by Dynasty Partners Homes assign the proceeds of such insurance or the rights under such warranties to Dynasty Partners Homes to the extent of the cost to Dynasty Partners Homes of such repair, replacement or payment.

Should any provision of this Limited Warranty be deemed unenforceable by a court of competence jurisdiction, that determination will not affect the enforceability of the remaining provisions.

This Limited Warranty is to be governed by and construed in accordance with the laws of the state in which the home is located.

This Limited Warranty may not be modified or amended in any respect except upon written amendment signed by both Dynasty Partners Homes and the then-current Owner.

This Limited Warranty contains the entire express warranty granted by Dynasty Partners Homes to the Owner and supersedes any previous contracts or agreement or representations relating to warranties, whether oral or written.

OWNER ACKNOWLEDGES THAT DYNASTY PARTNERS HOMES HAS MADE NO REPRESENTATION, PROMISES, WARRANTIES OR AGREEMENTS WHATSOEVER CONCERNING THE HOME OR THE PROPERTY ON WHICH IT IS LOCATED WHICH ARE NOT STATED HEREIN.

Owner acknowledges if Dynasty Partners Homes chooses to repair, replace, address or discuss the improvement of any non-warrantable condition involving in any manner the material, workmanship, supply or situation, Dynasty Partners Homes is not obligated, represented, promised or committed to repair, replace, address or discuss any other non-warrantable condition thereafter.

THIS LIMITED WARRANTY GIVES SPECIFIC LEGAL RIGHTS TO THE OWNER, OTHER LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE, MAY ALSO BE AVAILABLE