



## LIMITED WARRANTY

This document is the property of Dynasty Homes. Please do not share or circulate this document with any individuals with whom Dynasty Homes has not expressly permitted to receive.

**Dear Owner(s):**

You are now the proud owner of a home with warranty protection provided by Dynasty Partners Homes, dba Dynasty Homes. As part of our commitment to quality, value, and integrity, we are pleased to offer you a limited 1-year warranty on workmanship and systems, as well as a limited 10-year warranty on structural elements.

This Warranty Booklet constitutes a Limited Warranty from Dynasty Homes. The express warranties outlined in this document are specific and detailed regarding the scope of your warranty coverage. To the extent allowed by law, Dynasty Homes specifically disclaims all other implied warranties.

We encourage you to take the time to thoroughly review this Warranty Booklet. It outlines both our responsibilities to you and your responsibilities as a homeowner. Proper maintenance of your home is crucial; failure to perform the required maintenance may limit your warranty rights. The content of this Warranty Booklet governs Dynasty Partners Homes' obligations to you and your home.

Congratulations once again, and we hope you enjoy your new home!

## **Table of Contents**

---

Dynasty Homes Limited Warranty

Warranty Release (Owner Supplied Items)

Section 1: Pre Closing

Section 2: Post Closing

Section 3: Request for Warranty Service

Section 4: Emergency Service Procedure

Section 5: Owner Obligation, Maintenance and Helpful Tips

Section 6: Ten Year Structural Warranty Coverage and Standards

Section 7: One Year Protection Coverage and Conditions

Section 8: One Year Protection Detailed Coverage and Conditions

Section 9: Non-Warranted Condition

Section 10: Manufacturer Warranties

Section 11: Miscellaneous

# **Dynasty Homes Limited Warranty**

## **What is a Limited Warranty?**

A Limited Warranty is a type of warranty with specific conditions and limitations regarding the parts covered, the type of damage addressed, and the period for which the warranty is valid.

## **Intent and Scope**

Under the Dynasty Homes Limited Warranty, the seller of your home, Dynasty Partners Homes, LLC (“Dynasty Homes”), guarantees that the components of your Home will perform according to the standards set forth in this Warranty Booklet. Specific components of your Home are covered for either one or ten years under this warranty. Dynasty Homes’ obligations are strictly limited to the standards within those specified time periods as detailed below. Please carefully review each section to understand which items are covered and which are excluded from the Dynasty Homes Limited Warranty.

This Limited Warranty is intended to cover conditions beyond those resulting from the normal aging or wear and tear of your home. This warranty assumes that the Owner has taken appropriate precautions and performed regular maintenance to preserve the functionality and integrity of the home. Therefore, conditions that arise due to normal wear and tear, or natural aging and deterioration, are the Owner’s responsibility.

## **Important Notes:**

- This Limited Warranty is not an insurance policy and does not address every condition that may arise during the warranty period.
- This Limited Warranty does not guarantee maintenance-free living.

## **1 Year Workmanship Protection**

For one year from the closing date, Dynasty Homes warrants that the components of the Home listed under the Detailed Coverages and Conditions in this Warranty Booklet will perform according to the standards outlined. If a component is not specifically listed, it is not covered by the Dynasty Homes Limited Warranty. If a component meets the specified standards, Dynasty Homes has no further obligation regarding that component under this warranty. Dynasty Homes reserves the sole discretion to determine the necessary repairs or replacements to bring any covered components into compliance with the standards. Please note that some items are subject to a one-time repair obligation.

## **10 Year Structural Protection**

For ten years from the closing date, Dynasty Homes warrants that the structural components of the Home listed under the Structural Components Standards in this Warranty Booklet will perform according to the Structural Standards. If a component is not specifically listed under the Structural Standards, it is not covered under the Dynasty Homes Limited Warranty. If a structural component meets those standards, Dynasty Homes has no further obligation regarding

that component under this warranty. Dynasty Homes reserves the right to determine the necessary repairs or replacements to meet the Structural Standards and may, at its discretion, implement phased repairs to stabilize structural components as part of fulfilling its warranty obligations.

### **Transferability**

All rights and obligations under the Dynasty Homes Limited Warranty, including the 10-Year Structural Protection and the 1-Year Workmanship Protection, are non-transferable. If you sell or otherwise transfer ownership of your Home during the Warranty Term, you agree to inform the successor owner that they do **not** have any warranty rights under this Limited Warranty.

If you are a subsequent owner (not the original purchaser) of the Home, you are still bound by all the terms and conditions of the Dynasty Homes Limited Warranty; however, you are not entitled to any warranty coverage or benefits.

It is important to note that the 1-Year Workmanship Protection is non-transferable and remains applicable only to the original owner for the duration of the initial one-year period.

### **Warranty Release (Owner Supplied Items)**

Dynasty Homes, including our agents and trade partners, do not provide any warranty, express or implied, for any items, materials, or goods that a customer supplies for installation in their new home. This applies to any customer-installed products or items provided to Dynasty Homes for installation. Should any issues arise with these customer-supplied products, any additional costs incurred for installation or reinstallation due to faulty or incompatible items will be charged to the homeowner.

Furthermore, any work that falls outside the scope of the contracted agreement is strictly prohibited until after closing.

## **Section 1: Pre Closing**

---

The final walkthrough will be scheduled by the Owner(s) and Dynasty Homes no earlier than seven days before the closing date. Attendees should include the Owner(s), representatives from Dynasty Homes, and any Realtors involved in the sale. During this walkthrough, we will conduct a thorough inspection of the interior and exterior of the home, documenting any identified defects or required repairs on the walkthrough form. This form must be signed by all parties present at the conclusion of the walkthrough. Dynasty Homes will be responsible for addressing only the approved items noted on this form. No additional items will be added once the walkthrough is complete.

While every effort will be made to address all noted repairs before closing, it may not always be possible. If a Permanent Occupancy Certificate has been issued, the completion of these repairs should not delay the Owner(s) from taking possession of their new home.

During or prior to the walkthrough, you will be provided with a link to a YouTube video for your new home orientation. This video covers important topics such as the electrical panel, water shut-off valves, resetting the garbage disposal, and other essential features of your home.

## **Section 2: Post Closing**

---

### **1. Key Release and Move-In Guidelines**

Keys will not be provided until closing is fully completed and the proceeds have been presented. Moving companies will not be permitted to deliver household furnishings before closing, and Owner(s) are not allowed to store any items in the garage, basement, or any other part of the home prior to closing. Please note that closing is not considered complete until the proceeds check is received.

### **2. Warranty Requests and Conditions**

All warranty requests must be submitted directly to Dynasty Homes. The use of any contractor other than those authorized by Dynasty Homes, unless expressly directed by us, will void any applicable warranty coverage. Should you encounter difficulties coordinating with any sub-contractors, please notify Dynasty Homes immediately so we can assist in resolving the issue.

## **Section 3: Request For Warranty Service**

---

It is the Owner's responsibility to contact Dynasty Homes to schedule any Warranty Work. When submitting a warranty request, the Owner must complete the Warranty Request Form available at [www.dynastypartners.com](http://www.dynastypartners.com) and provide the following information:

1. Owner's Name, Address, and Phone Number
2. A detailed list of specific warranty service requests

Upon receipt of the completed form, Dynasty Homes will contact the Owner to schedule the necessary work based on the list provided. Warranty work will be completed in a timely manner, weather permitting. For cosmetic issues such as caulking and drywall, we request that you submit your list of concerns at the 11-month mark following Closing.

### **Important Access Requirements**

Failure to allow access to Dynasty Homes representatives or approved trade contractors may void the Dynasty Homes Limited Warranty. The Homeowner must provide access to the home during normal working hours: Monday through Friday, 8:00 AM to 5:00 PM. The Homeowner is also responsible for moving any furniture or personal belongings as necessary to facilitate inspections and repairs.

## Section 4: Emergency Service Procedure

---

We understand that not all situations occur during normal working hours. For this reason, Dynasty Homes has provided a list of key contacts, including some with after-hours emergency lines for urgent situations:

1. **Electrical Outage:** Contact your utility company first, then electrician, if needed.
2. **Electrical Sparks:** Contact your electrician immediately.
3. **Furnace Outage:** Contact your HVAC provider.
4. **Gas Leak:** Contact your utility company first, then your HVAC provider, if needed.
5. **Water Leak (from any source):** Contact your plumber immediately.

Please note: An air conditioner outage is **not** considered an emergency. Standard air-conditioning issues will be addressed during normal working hours.

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

---

### Homeowner Obligations

The Limited Warranty does not cover conditions resulting from normal aging, day-to-day wear and tear, or lack of proper maintenance. It is your responsibility as the homeowner to care for your Home in a way that prevents or minimizes damage and ensures ongoing maintenance.

All homes naturally go through a period of settlement and movement, during which your Home or its components may experience minor material shrinkage, cracking, and other occurrences that are normal and expected.

As a homeowner, you are responsible for proper maintenance, including:

- Maintaining the original grading around your Home to ensure proper drainage.
- Planting trees and shrubs at a safe distance from your Home and following generally accepted landscaping practices.
- Avoiding changes to drainage and grading patterns that could trap water near your foundation.

Modifications to grading or landscaping that alter drainage patterns and result in water being trapped near your Home can cause significant damage to the foundation. It is important to follow best practices in maintaining your property to avoid such issues.

## Helpful Tips

### Heating & Cooling

- **Breaker Box**  
Check for a tripped breaker that may need resetting. A tripped breaker must be turned fully off and then back on to reset.
- **Thermostat Settings**  
For air-conditioning models, the system switch should be set to "AC" and the fan switch to "auto."  
For auto-learning thermostats, please refer to the manufacturer's troubleshooting guides.
- **Pilot Light**  
If the pilot light is out, follow the instructions on the furnace or in the manufacturer's literature to re-light it.
- **Gas Valve Position**  
Ensure the gas valve is in the "on" position when lighting the pilot. This step is frequently overlooked.
- **Bottom Cover Panel**  
The furnace fan typically won't operate if the bottom cover panel isn't properly secured. The panel holds a sensor button in place, similar to how a clothes dryer door works.
- **Furnace Filters**  
Keep furnace filters clean and replace them according to the manufacturer's recommendations. Failure to do so may void the manufacturer's warranty. Maintaining furnace filters is the Owner's responsibility.
- **Manual Switch**  
A manual switch, which looks like a light switch, is located on or near the furnace. Ensure it is in the "on" position.

### Plumbing or Gas Leaks

- **Gas Leaks**  
Report gas leaks immediately to your local gas service company.
- **Water Shut-Off Valves**  
Water shut-off valves are typically located behind toilets and under sinks. Use these valves to shut off water to specific fixtures or appliances.
- **Home Water Shut-Off**  
The main water supply to your home can be shut off using the valve usually located in the basement or crawl space, on the wall nearest the street.
- **Exterior Water Shut-Off**  
The city water supply can be shut off at the exterior valve, typically located in front of the home near the street.
- **Water Leaks – Prevent Damage**  
In case of a water leak, immediately collect water using buckets, pans, or towels to prevent further damage.



## Electrical

- **Breaker Box**  
Always check the main breaker at the top of the breaker box before making a service call.
- **GFI Switches**  
Ensure all GFI switches are checked and reset before contacting an electrician.

## **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 Homes Limited Warranty.

Structural components covered by the Structural Standards shall only include:

1. Foundation systems and footings
2. Beams
3. Girders
4. Lintels and headers
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 under this Limited Warranty are restricted to the following:

1. **Load-Bearing Components:** Repairs of damage to load-bearing portions of your Home that are necessary to restore their load-bearing function.
2. **Non-Load-Bearing Components:** Repairs of non-load-bearing components damaged by the condition that gives rise to the claim, where those repairs are necessary to make your Home safe, sanitary, or otherwise livable.
3. **Cosmetic Repairs:** Repair and cosmetic correction of surfaces, finishes, and coverings that were original to the Home and that were damaged either by the condition giving rise to the claim or by the repair work undertaken to address that condition.

### **Crack in Concrete Footing**

- **Performance Standard:** Cracks greater than ¼ inch in width are considered deficiencies.
- **Responsibility:** The Builder shall take corrective action necessary to comply with this standard.

### **Cracked or Bowed Structural Components**

- **Performance:** A defined structural component should not crack, bow, become distorted, or deteriorate in a manner that compromises the structural integrity of the Home or the performance of its structural system, resulting in observable physical damage.
- **Responsibility:** If a structural component exhibits these issues, the Builder shall repair, reinforce, or replace the affected component to restore the structural integrity and performance of the Home's structural system.

### **Deflected Structural Components**

- **Performance:** A structural component should not deflect beyond the ratios allowed by applicable Code.
- **Responsibility:** If deflection exceeds Code-allowed ratios, the Builder shall repair, reinforce, or replace the component to restore the structural integrity and performance of the Home's structural system.

### **Damaged Structural Components**

- **Performance:** A structural component should not be damaged to the extent that it compromises the structural integrity or performance of the Home's structural system.
- **Responsibility:** If a component is damaged in this manner, the Builder shall repair, reinforce, or replace the component to restore structural integrity and system performance.

### **Separated Structural Components**

- **Performance:** A structural component should not separate from a supporting member by more than ¾ inch or in a way that compromises the structural integrity or performance of the system.
- **Responsibility:** If a component separates beyond these limits, the Builder shall repair, reinforce, or replace it to re-establish the connection and restore the structural integrity and performance of the system.

## **Non-Performing Structural Components**

- Performance: All structural components must function as required by Code.
- Responsibility: If a structural component does not meet Code requirements, the Builder shall take the necessary action to bring the component into compliance.

Structural Standards does not cover damage resulting from conditions or events that are beyond the control of Dynasty Homes, including but not limited to:

1. **Natural Disasters and Acts of God:**
  - Earthquakes, floods, hurricanes, tornadoes, and other natural disasters
  - Severe weather conditions such as hailstorms, lightning strikes, or excessive rainfall
2. **Man-Made Events:**
  - Acts of terrorism, civil disturbances, vandalism, and other similar events
3. **Uncontrollable Events:**
  - Any other unforeseeable events that are outside human control or influence

Any damage arising from these excluded events is not covered under the Dynasty Homes Limited Warranty.

## **Section 7: One Year Protection Coverage and Conditions**

---

### **Warranty Term**

The Dynasty Homes One-Year Workmanship Protection covers only those items specifically described in this warranty and that are reported to Dynasty Homes within one year from the closing date, as stated above, and in accordance with the procedures outlined in this Warranty Package.

### **Covered Parties**

This Dynasty Homes One-Year Workmanship Protection is extended solely to the original Owner(s) of the home, referred to individually and collectively as the “Owner.” This warranty is non-transferable and does not extend to any subsequent Owner(s) of the home.

### **Warranty Covered Items**

Dynasty Homes warrants to the Owner, subject to the standards outlined in this document (including but not limited to the Non-Warranted Conditions in Section 9), that for the duration of this One-Year Workmanship Protection, the home will meet the specified standards.

**Important Note:** Please be sure to carefully review Section 8 and Section 9: Non-Warranted Conditions for a full understanding of what is and is not covered by this warranty.

The Construction Performance Guidelines referred to in Section 8 represent industry-accepted standards for residential construction. Although it is impossible to anticipate every possible deficiency, the guidelines focus on the most common actual physical damage issues that arise in new construction. Where specific guidelines are not provided in this document, the standards set forth in the publication *Residential Construction Performance Guidelines, 3rd Edition (Contractor Reference)* by the National Association of Home Builders (NAHB), 2005, will apply.

**Important Note:** Some construction performance guidelines found in the NAHB publication may be excluded from this Limited Warranty. Please refer to the details provided in this Warranty Package to determine what is and is not covered.

For your reference, copies of this publication can 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**

---

When performing repairs under the Limited Warranty, Dynasty Homes will make every effort to meet or exceed the quality of materials and workmanship used in the original construction of your home. However, Dynasty Homes reserves the right to determine the most appropriate method of repair or replacement for the situation.

While we strive to match existing colors, finishes, and patterns during repairs, certain factors may be beyond our control. Therefore, Dynasty 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.
- Variations in color, grain, texture, or size in natural wood and stone products.
- Discontinued or varied hardware, fixtures, faucets, and other similar items.

### **Appliances**

It is the homeowner's responsibility to report any issues with appliances directly to the appliance service representative.

#### **Manufacturer's Limited Warranty**

The appliances in your home are covered by the manufacturer's warranty and are **not** warranted by Dynasty Homes. During your New Home Orientation, Closing, or prior to Occupancy, you will receive the manuals, if provided, many are now online. It is important that you complete and submit the necessary registration forms to the appropriate manufacturers to activate your warranties.

## **Attics**

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

## **Cabinets**

### **Shrinkage and Cracking**

Panels in doors and cabinets may shrink as part of the natural drying process, potentially exposing unfinished surfaces or causing cracks in painted surfaces. Touch-ups to address these issues are considered homeowner maintenance unless otherwise designated as a deficiency below. You can often limit the extent of shrinkage and cracking by maintaining appropriate humidity levels in your home.

### **Warping of Cabinet Drawer Facings and Cabinet Doors**

Warping that exceeds 1/8 inch, when measured on the cupped side of the face, is considered a deficiency, provided that humidity and moisture levels in the home have been maintained according to the recommendations of the cabinet manufacturer. Measurements for warping are to be taken from corner to corner when the drawer or cabinet door is closed.

### **Drawer and Cabinet Alignment**

- Drawers should pull smoothly at the time of closing or occupancy, whichever occurs first. Cabinet faces that are more than 1/8 inch out of alignment, or cabinet corners that are more than 3/16 inch out of alignment, are considered excessive. Exceptions can be made if the Owner and Dynasty Homes mutually agree to disregard these guidelines to accommodate pre-existing conditions.
- Cabinet doors should open and close easily at the time of closing or occupancy. Cabinet door catches should be sufficient to keep doors securely closed. Dynasty Homes will take corrective action as necessary to address any deficiencies.

### **Leveling of Cabinets**

Individual cabinets should not deviate more than 3/16 inch out of level.

### **Cracks and Gaps in Cabinet Doors and Drawer Faces**

Cracks or gaps in cabinet doors or drawer faces that allow visible light to pass through will be filled by Dynasty Homes. Gaps exceeding 1/4 inch along the wall area of the cabinets are considered excessive and will be corrected by Dynasty Homes.

### **Cabinet Hinge Maintenance**

Cabinet hinges may loosen over time due to usage and seasonal changes. Re-tightening cabinet hinges is a homeowner maintenance responsibility.

### **Homeowner Tip:**

Use cleaning products specifically designed for wood kitchen cabinets. Avoid using abrasive or caustic cleaners, which can damage the finish.

## **Caulking**

### **Exterior Caulking**

- Exterior cracks and gaps around vents, doors, windows, and service line openings that are not properly caulked, as recommended by window and siding manufacturers to prevent water intrusion, during the term of this Limited Warranty are considered a deficiency.

### **Interior Caulking**

- Interior cracks and gaps that require caulking will be addressed prior to occupancy or closing of escrow, whichever occurs first.

### **Caulking in General**

- Dynasty Homes will apply the initial caulking to your new home where needed prior to occupancy. Additionally, during the 11-month Warranty Review, Dynasty Homes will re-caulk, **one time only**, any cracks, gaps, or joints in wood trim that exceed 1/8 inch.

## **Concrete**

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

The requirements for mix type, surface finish, and homeowner maintenance vary depending on the specific use of the concrete.

### **Concrete Curing, Shrinkage Cracks, and Color Variations**

The curing of concrete is a chemical reaction, with most changes occurring within the first year. During this period, concrete undergoes significant changes in size, strength, surface durability, and water content. Shrinkage cracks, caused by curing and temperature fluctuations, are a normal occurrence and do not affect the structural integrity of slabs or walls. Control joints are often installed in exterior flatwork to manage—though not entirely prevent—crack formation. Cracks that occur outside of these control joints do not constitute a defect in the concrete.

Due to the nature of concrete and its various components, differences in color and texture are common when concrete is initially installed. These variations can result from factors such as weather conditions during installation, different batches of concrete, curing time, and mix additives. Color differences in concrete, whether between different sections or within the same slab, are considered normal and are not a deficiency under this Limited Warranty.

### **Protecting Your Concrete**

De-icing chemicals, lawn fertilizers, and ethylene glycol (antifreeze) can damage concrete surfaces. It is strongly recommended that homeowners avoid using such chemicals on or near concrete surfaces. Homeowners may choose to seal new exterior concrete with a commercial-

grade penetrating sealer, following the manufacturer's instructions, prior to the freeze-thaw season (but no sooner than 30 days after the concrete is poured). Any damage caused by surface chemicals, road salt, or other factors beyond Dynasty Homes' control is not considered a deficiency under this Limited Warranty.

### **Surface Defects and Repairs**

Most surface defects in concrete are cosmetic rather than structural. Common issues include:

- **Scaling:** Shallow indentations, usually occurring in groups.
- **Pitting:** Deeper indentations with visible aggregate.
- **Spalling:** Crescent-shaped indentations along joints.

These defects are not covered under this limited warranty and can often be repaired with thin polymer-modified topping materials or sealed with commercial-grade elastomers according to industry standards.

### **Exterior Concrete**

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

- **Concrete Stoops and Steps**  
Settling, separating, or heaving in excess of 1 inch is considered a deficiency.
- **Gaps and Cracks in Stoops and Steps**  
Dynasty Homes will patch gaps resulting from pulling away or cracks exceeding ¼ inch.
- **Cracks in Sidewalks and Driveways**  
Cracks outside of control joints that exceed ¼ inch in width or have more than ¼ inch of vertical displacement will be repaired by Dynasty Homes. Patching and caulking are considered acceptable repair methods.
- **Separation of Brick or Masonry Edging**  
Separation from concrete slabs or steps in excess of ¼ inch will be filled by Dynasty Homes using a material similar to caulking. Loose or displaced masonry will be reset.
- **Height Differences in Adjoining Concrete Surfaces**  
Adjoining concrete surfaces should not differ in height by more than ½ inch.
- **Standing Water on Sidewalks**  
Standing water deeper than 3/8 inch that remains on sidewalks 24 hours after the end of a rain event is considered excessive and will be addressed.
- **Surface Stains on Concrete**  
The warranty does not cover any surface stains on concrete.
- **Garage Floors**  
Cracks in garage floors in excess of 3/16 inch are considered excessive. The garage floor shall not heave or separate from the structure by more than 1 inch. Dynasty Homes will patch as needed to substantially meet this guideline.

## Interior Concrete

Basement floors, basement walls, foundation walls, and crawl space walls are all considered interior concrete under this Limited Warranty.

- **Normal Gaps and Cracks**  
Small gaps and voids between the concrete floor and concrete walls may expand or contract over time and are considered normal. Hairline cracks, “spider” cracks, and minimal stress and curing cracks in interior concrete floors are also typical and do not constitute a deficiency under this warranty.
- **Water Infiltration**  
Water infiltration through cracks in basement walls or foundation walls is considered a deficiency and is covered under this Limited Warranty.
- **Crack Standards**  
Cracks exceeding 3/16 inch in width or 3/16 inch in vertical displacement are considered excessive. Cracks that impair the appearance or performance of finish flooring materials are serviceable under this warranty. Dynasty Homes will repair cracks as needed so that they are not apparent when finish flooring is in place. Repairs may involve filling or patching using approved materials like caulking.
- **Concrete Surface Issues**  
Interior concrete surfaces should not experience pitting or spalling. A sandy finish on an interior concrete slab, known as “dusting,” will be corrected by Dynasty Homes to ensure it is suitable for the anticipated finish flooring.
- **Waterproofing Protection**  
Dynasty Homes will repair and seal any cracks that result in the actual trickling of water from foundation walls. However, storm shelters or cellars located under porches or stoops are prone to moisture and humidity, which are not covered under the waterproofing warranty. Leaks caused by improper landscaping or subterranean issues created by the Owner outside of the building contract are not covered by this warranty. Leaks should not be confused with general dampness or moisture expected during the first year of settling, or with condensation during summer months.
- **Repair Methods for Settlement and Cracks**  
Filling or surface patching is an acceptable repair method for settlement, joints, cracks, chips, and breakage that do not impact the structural stability of the home.
- **Slope and Level of Concrete Floors**  
Concrete floors designed for finishing should not have areas that prevent their intended use. Except for basement floors or areas designed for specific drainage, the slope in habitable rooms should not exceed 3/8 inch over 32 inches horizontally, unless specifically designed for drainage purposes.
- **Plumb and Surface Imperfections in Walls**  
Finished concrete walls should not be out of plumb by more than 1 inch over 8 feet when measured vertically. Dynasty Homes will repair any deficiencies to substantially meet this guideline. Additionally, surface imperfections such as pits and voids larger than 1 inch in diameter or 1 inch in depth will be corrected.



## **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.

## **Countertops**

- **Leveling and Separation**

Countertops should not be more than 3/8 inch out of parallel with the floor over a 10-foot span. Due to natural settling, it is common for countertops to separate from walls. Dynasty Homes will caulk any separation **one time only** during the 11-month warranty period.

### **Laminate Countertops**

- **Initial Condition**

Laminate countertops should be free of chips and cracks at the start of the Limited Warranty Term.

- **Joint and Seam Standards**

Joints and seams may have a maximum gap of 1/16 inch and a maximum deflection of 1/16 inch between surfaces. Dynasty Homes will repair any non-moisture-related delamination that occurs during normal use. Filler is an acceptable solution for repairing gaps in seams.

### **Cultured Marble, Tile, Granite, and Quartz Countertops**

- **Initial Condition**

Cultured marble and granite countertops should be chip-free at the time of the New Home Orientation and Pre-Closing Walk-Through. All edges and corners should be smooth, free of ridges, and without sharp points. Backsplash seams and joints should not exceed 1/16 inch at the top edge surfaces. Dynasty Homes will take corrective action as needed to meet these standards.

- **Grout Standards**

Grout lines should not vary by more than 1/4 inch from the widest to the narrowest point. Cracked grout that results in loose tiles or gaps exceeding 1/16 inch will be repaired.

- **Crack Standards**

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

### **Man-Made Marble Countertops**

- **Heat Protection**

While man-made marble can maintain its appearance for many years, it should be protected against heat, similar to other countertop surfaces.

- **Initial Condition and Damage**

Countertops should be free of cracks, chips, or gouges at the start of the Limited Warranty. Any damage caused by the homeowner is not covered by the warranty.

- **Backsplash Gaps and Joints**

Gaps along the top edges and joints of the backsplash should not exceed 1/16 inch. Dynasty Homes will caulk or fill excessive gaps and repair cracks, chips, and gouges as needed to meet these standards.

### **Homeowner Tips:**

Clean countertops with approved cleaners and avoid using harsh abrasives or chemicals. Avoid placing candles on countertops, as they may cause stains.

### **Decks**

- **Structural Members and Fasteners**

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

- **Decking Boards**

At the time of installation, 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**

Railings on wood decks shall not contain slivers longer than 1/8 inch in exposed areas at the time of completion. **One time only**, Dynasty Homes will repair railings as necessary to remove slivers before job completion.

- **Deck Surface Leveling**

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

- **Nail Heads and Stains**

Nail heads protruding from deck boards will be set **one time only** before occupancy. Nail stains extending more than 1/2 inch from the nail and readily visible from a distance of more than 3 feet are not acceptable.

- **Homeowner Responsibility**

After occupancy, the Owner is responsible for setting any protruding nails and removing slivers from wood decks and railings.

### **Weathering and Maintenance**

Decks are constantly exposed to weather conditions. Moisture, sunlight, and temperature changes will cause wood planks to warp, split, and cup over time. These conditions are considered normal and are **not** construction defects covered under the Dynasty Homes Limited Warranty.

Homeowners can substantially reduce these effects by applying wood deck sealants within six months after the deck is completed.

## **Fiberboard and Non-Wood Deck Materials**

Dynasty Homes shall install fiberboard decks and non-wood materials according to the manufacturer's instructions.

## **Doors**

### **Exterior Doors**

Exterior doors can be constructed from a variety of materials, including solid wood, metal, composite materials, and fiberglass. The following guidelines outline what is covered under the Dynasty Homes Limited Warranty:

- **Pre-Closing Walk-Through Inspections**  
Dynasty Homes will address dents, indentations, or mars on exterior doors **only** if noted during the Pre-Closing Walk-Through. Any issues reported after occupancy or closing are considered non-warranty items.
- **Solid Wood Doors**  
Solid wood doors may have individual panels that expand or contract due to humidity changes, potentially exposing small strips of raw wood along the edges. This movement is natural and is **not** covered under the Dynasty Homes warranty.
- **Door Operation**  
Exterior doors should close fully and latch securely. They should operate smoothly, though occasional sticking may occur during periods of high humidity or with temperature variations. Doors should not warp to the extent that they impede proper operation. The standard for door warping is no more than 1/4 inch from corner to corner across the face of the door, as per National Woodworking Manufacturer's Association guidelines.
- **Material and Color Matching**  
Dynasty Homes cannot guarantee an exact match of wood grains, paint, or stain colors. Additionally, Dynasty Homes is not responsible for addressing issues related to discontinued or unavailable materials and supplies.
- **Weather Stripping and Air Infiltration**  
While some air infiltration around exterior doors is normal, poorly fitted weather stripping is considered unacceptable **if** identified during the Pre-Closing Walk-Through. After occupancy, maintaining the proper fit of weather stripping and thresholds is the homeowner's responsibility. Sliding patio door screens should remain on track, and sliding doors should roll smoothly.
- **Cracks and Splits in Door Panels**  
Door panels that split or crack, allowing light to penetrate, are considered a deficiency. Dynasty Homes will repair such defects using filler as needed, though the color and texture may not perfectly match the original door.
- **Garage Door Coverage**  
Dynasty Homes is **not** responsible for garage door malfunctions caused by homeowner-installed garage door openers. Some light visible around the edges of garage doors is normal and not considered a deficiency.

- **Element Infiltration**  
Some entrance of the elements can be expected under abnormal conditions, such as heavy storms, and is **not** covered under this Limited Warranty.
- **Repairs and Adjustments**  
Dynasty Homes will repair split door panels that allow light or weather to penetrate through the panels. Exterior doors should not swing open or closed by force of gravity alone.
- **Sliding Glass Door Maintenance**  
To maintain your sliding glass doors, regularly clean the tracks to prevent debris buildup and ensure smooth operation.

## **Interior Doors**

- **Finish on Raw Wood Edges**  
Dynasty Homes is not responsible for applying finish to raw wood edges after the Pre-Closing Walk-Through or occupancy, whichever occurs first.
- **Warping of Interior Doors**  
Interior doors that warp beyond the National Woodworking Manufacturer's Association standard of 1/4 inch from corner to corner across the face of the door are considered a deficiency and will be addressed by Dynasty Homes.
- **Matching Wood Grains, Textures, and Colors**  
Dynasty Homes cannot guarantee a perfect match for wood grains, textures, or color finishes. Additionally, Dynasty Homes is not responsible for addressing issues related to discontinued or unavailable materials.
- **Door Undercutting for Carpet**  
Dynasty Homes will undercut doors that drag on carpet if it was understood that carpet was planned as a floor finish by Dynasty Homes. However, if the Owner selects a carpet with an excessively high pile or places rugs in areas such as bathrooms, the Owner is responsible for any additional door undercutting needed.
- **Door Clearance Standards**  
For passage doors between rooms, openings between the bottom of the door and the floor finish should not exceed 1 1/2 inches. Closet doors should not have openings greater than 2 inches.
- **Bi-Fold Door Operation**  
At the time of the Pre-Closing Walk-Through or occupancy, whichever occurs first, bi-fold doors should remain securely on their tracks as specified by the door manufacturer. **One time only**, Dynasty Homes will repair any bi-fold door that does not stay on its track during normal operation.
- **Door Swing and Alignment**  
Doors should not swing open or closed by force of gravity if left fully opened or closed. The door edge should be within 3/16 inch of parallel to the door jamb.
- **Smooth Operation and Latch Performance**  
Doors should move smoothly without sticking, and the doorknob or latch should not bind during operation. Passage doors that do not open and close freely without binding against the doorframe are considered service items. The lock bolt should fit properly in the keeper to ensure the door remains securely closed. Dynasty Homes will repair or replace

doors as needed, at their sole discretion, to meet manufacturer specifications and the standards stated herein.

- **Pocket Door Operation**

Pocket doors should not rub against the inside of their pockets during normal operation. Dynasty Homes will correct this **one time only**. Wooden door panels should not split to the point that light is visible through the door. **One time only**, Dynasty Homes will fill such splits with wood filler and will attempt to match the stain, though a perfect match is not guaranteed.

## **Electrical System**

The furnace or air conditioner requires a large amount of electricity to start. It is common for lights to flicker briefly when these systems start up, as the electrical current stabilizes once the system is running. This flickering is not a deficiency and does not indicate an electrical problem. Dynasty Homes will only take corrective action for tarnishing of fixtures if noted prior to closing or occupancy.

Before assuming an issue with a circuit, always check for faulty bulbs, tripped breakers, or Ground Fault Circuit Interrupter (GFCI) outlets. Light bulbs are specifically not covered under this Limited Warranty. If an electrician is called for a service request that turns out to be due to a burned-out light bulb or a tripped breaker, the Owner will be responsible for the service call cost.

Tripped GFCI outlets are simple to reset and are the Owner's responsibility. GFCI devices are sensitive and may trip occasionally for no apparent reason, which does not indicate a defect. Similarly, Arc Fault Circuit Interrupter (AFCI) breakers, typically used in bedrooms and general-purpose circuits, are also sensitive and prone to tripping. The most common cause for AFCI trips is damaged cords or plugs on consumer products.

In most areas of the home, electrical codes permit light fixtures and plug-in outlets to share the same circuit. As a result, it is normal for lights to dim briefly when plugging in or turning on devices with a significant current draw, such as irons, vacuum cleaners, hair dryers, jet tubs, or certain televisions. The extent of dimming depends on how much load is already on the circuit when the device is activated. High-draw devices may require dedicated circuits and could trip general-use circuits. Tripping due to overloaded circuits is not considered a deficiency.

Dynasty Homes will meet local electrical code requirements. All electrical switches and outlets are expected to operate as specified by the manufacturer and supplier. Note that the use of high-draw appliances, such as space heaters, may overload circuits and is not covered by this electrical warranty.

### **GFCI and AFCI Protection**

The tripping of GFCI outlets is not a deficiency, as these devices are designed to protect against electrical shock. Occasional tripping is normal and does not signify a problem. Dynasty Homes installs GFCI devices according to approved electrical codes and is responsible for ensuring

proper installation and operation. Any faulty GFCI due to installation will be corrected by Dynasty Homes.

Fuses and circuit breakers are expected to trip under normal usage conditions. Dynasty Homes will correct any wiring that does not perform as intended, including phone lines, cable TV lines, computer lines, stereo, and theater lines, if these were installed by Dynasty Homes.

### **Homeowner Tip: Care and Testing of Smoke Detectors**

- **Regular Testing:** Test your smoke detectors regularly to ensure they are functioning properly.
- **Battery Replacement:** Replace all batteries (9-volt) once a year. An intermittent chirp from one or more detectors indicates that the batteries are low, missing, or incorrectly inserted.
- **Cleaning:** Clean detectors using the brush attachment of your vacuum once a year. Dust accumulation on the inner lens can impair the detector's performance, potentially causing false alarms. This is particularly important in new construction areas where dust levels are high.
- **Detector Maintenance:** Detectors can be easily removed by turning them counterclockwise and disconnecting the attachment plug. Note that your smoke detectors are on a separate circuit labeled "smokes" or "smoke detectors." Turning off the circuit breaker will not silence the alarm, as they are battery-backed.

## **Exteriors**

### **Masonry**

- **Brick and Stone Variations**  
Variations in the size, color, and placement of bricks or stones are natural and acceptable. Water-soluble salts, known as efflorescence, are caused by alkali salts bleeding out of the brick or block and are **not** covered under this Limited Warranty. Dynasty Homes cannot guarantee an exact match of mortar or patching material colors.
- **Cracks in Masonry**  
Cracks smaller than 1/4 inch in width are considered normal and are not eligible for repair under this warranty. Dynasty Homes will repair cracks in excess of 1/4 inch by tuck-pointing or patching. It is recommended to perform these repairs near the end of the Limited Warranty period to allow for normal settling and stabilization of the home.
- **Visual Standards for Cracks**  
Cracks visible from a distance greater than 20 feet or wider than 1/4 inch are considered a deficiency.
- **Brick Placement and Alignment**  
Cut bricks directly below an opening should not vary in thickness by more than 1/4 inch from one another. The smallest dimension of a cut brick should be at least 1 inch. The bottom of any course should not vary in height by more than 1/4 inch within a 10-foot span.

## Sealants

- Dynasty Homes will caulk joints in exterior wall surfaces and around openings **one time only** during the Limited Warranty period to prevent water intrusion and excessive drafts.

## Siding

- **Delamination and Deterioration**  
Delamination or deterioration of siding is considered a deficiency. Siding that is improperly installed and becomes loose or falls off is also a deficiency. Dynasty Homes will repair or replace any delaminated or deteriorated siding during the Limited Warranty period unless the damage is caused by Owner negligence or abuse. An exact match of repaired areas to original siding, texture, or color is not guaranteed.
- **Siding Alignment and Bowing**  
Siding bows exceeding 1/2 inch over a 32-inch span are considered excessive. Lap siding that bows beyond performance standard guidelines is a deficiency. Aluminum or vinyl siding trim should not separate from the house by more than 1/4 inch.
- **Gaps and Spacing in Siding**  
Gaps or spacing at the ends and edges of siding that are wider than 3/16 inch will be corrected by Dynasty Homes. Any filler used to address excessive gaps will be painted; however, an exact color match is not guaranteed.
- **Nail Stains**  
Nail stains longer than 1/2 inch and visible from a distance of 20 feet are serviceable items.
- **Waviness in Siding**  
Some siding materials may naturally reflect waviness, which is not considered a deficiency.
- **Siding Joints and Seams**  
Any gaps or separation in siding joints or seams exceeding 3/16 inch are a deficiency. Dynasty Homes will fill these gaps as needed; however, color and texture matches with adjacent siding areas cannot be guaranteed.
- **Siding Parallelism**  
Lap siding should not be more than 1/2 inch out of parallel with adjacent courses over any 20-foot measurement.

Repairs should be scheduled toward the end of the first year of occupancy to allow for normal settling of the home.

## Stucco and Cementitious Finishing Standards

- **Stucco Characteristics and Coverage**  
Stucco and synthetic stucco (e.g., Dryvit) are durable finishes but are subject to expansion and contraction. Hairline and “spider” cracks are typical and are **not** covered by this warranty. Dynasty Homes cannot guarantee against color variations or texture inconsistencies in stucco repairs or replacements.

- **Stucco Deficiencies Not Covered**

Defects resulting from characteristics common to stucco, such as fading, chalking, peeling, checking, or cracking due to sunlight, drying, or curing, are **not** covered by this warranty. Paint touch-ups on stucco repairs often do not match due to natural deterioration of the original paint over time, and Dynasty Homes is not responsible for achieving a perfect match. Efflorescence is also not covered.

- **Stucco Crack Repairs**

Cracks in stucco or cementitious finishes that exceed 1/8 inch in width are considered a deficiency. Dynasty Homes will patch these cracks **one time only** during the Limited Warranty period.

- **Separation of Finish Coatings**

The finish coating should not separate from the base on exterior walls. Dynasty Homes will repair areas where the coating has separated, though an exact match in color or texture is not guaranteed due to the nature of the material.

## **Fireplaces**

- **Fireplace Insert Usage**

If you have a fireplace insert, please refer to and follow the manufacturer's instructions. Fireplaces require a break-in period, which may take 10-15 hours of cumulative use to eliminate the "new" smell. During the initial hours of use, a light haze or smoke may be noticeable, and it may be necessary to open a door or window for additional ventilation. The ceramic logs in firebox inserts are precisely positioned by the manufacturer and should **not** be rearranged.

- **Water and Drafts**

Small amounts of water or occasional dripping down the fireplace flue during a rainstorm are normal and not considered a deficiency. Fireplaces and fireboxes are naturally drafty, and during colder weather, drafts may become more noticeable, potentially leading to frost formation depending on the indoor humidity levels.

- **Masonry Hearth Cracks**

Dynasty Homes will repair masonry hearth cracks that exceed 1/4 inch in width by pointing or patching. However, an exact match of the color or texture of the patching material to the existing mortar is **not** guaranteed.

- **Water Leaks**

Water leaks resulting in water entering the home outside of the firebox are considered a deficiency and will be addressed by Dynasty Homes.

- **Fireplace Chase Separation**

The fireplace chase separating from the home by more than 1/2 inch over a 10-foot span is considered a deficiency.

- **Draft and Ventilation Issues**

The fireplace must draw as intended, though high winds may occasionally cause a temporary negative draft, which is not considered a deficiency. However, if a negative draft is caused by the design or construction of the fireplace chase, it is considered a deficiency. **One time only**, Dynasty Homes will repair the chimney to ensure proper draft based on the manufacturer's specifications or the design specifications.



## **Floor Coverings**

### **Carpeting**

- **Stretching and Seams**  
Carpet naturally loosens in damp weather and tightens in dry weather. This stretching is normal and is **not** covered under the Limited Warranty. Although every effort is made to conceal carpet seams, they may still be visible.
- **Installation and Gaps**  
Carpet should not loosen, separate, or display visible gaps and overlapping seams due to improper installation. Such issues are considered a deficiency.
- **Discoloration and Stains**  
Any carpet discoloration or stains must be noted during your Pre-Closing Walk-Through.
- **Dye Lots and Availability**  
Dynasty Homes is not responsible for dye lot variations, discontinued carpet, or unavailability of specific carpeting if replacements are necessary.

**Homeowner Tip:** Consult with the carpet manufacturer regarding approved vacuum cleaners and height settings. Some vacuum cleaners can be abrasive and cause damage to carpets.

### **Hardwood**

- **Natural Variations**  
Wood is a natural product and may contain color variations, knots, character marks, and mineral streaks. These features are expected and should be considered when selecting your flooring.
- **Humidity and Maintenance**  
Proper humidity levels are essential for maintaining hardwood floors. Insufficient humidity can cause the wood to dry out excessively, leading to cracks and separations between floorboards, especially around floor registers and exterior doors. Using a humidifier in dry climates or seasons can minimize these issues.
- **Gaps and Lippage**  
Gaps exceeding 1/8 inch between floorboards are considered a deficiency. Dynasty Homes will take corrective action to meet this standard unless the gaps are due to natural shrinkage and expansion caused by humidity changes. Lippage greater than 1/16 inch is considered excessive.
- **Repairs and Replacements**  
Dynasty Homes may choose to repair or replace floorboards with excessive gaps. Cups or crowning in hardwood flooring should not exceed 1/16 inch in depth over a 3-inch span measured perpendicular to the long axis of the board. Dynasty Homes will repair or replace hardwood flooring with excessive cupping, but is not responsible for damage caused by Owner negligence, abuse, or factors beyond Dynasty Homes' control.
- **Color Matching**  
Dynasty Homes cannot guarantee an exact match of color for finishes or fillers in repaired or replaced areas.

## Resilient or LVP Flooring

- **Visible Nails and Defects**  
Visible nails in resilient flooring are considered a deficiency. Dynasty Homes shall repair or replace flooring as necessary.
- **Detachment and Lifting**  
Detachment or lifting of flooring under normal use is considered a deficiency.
- **Gaps, Seams, and Patterns**  
Gaps and seams exceeding 1/8 inch in width and ridges exceeding 1/8 inch in height are considered deficiencies. Patterns at seams between adjoining pieces should align within 1/8 inch. Dynasty Homes will repair or fill excessive gaps or ridges **one time only** during the Limited Warranty Term.
- **Mixed Materials**  
Gaps where two different flooring materials meet should not exceed 1/4 inch. Excessive gaps are considered a deficiency, and Dynasty Homes will repair or fill these gaps **one time only** during the Limited Warranty Term.
- **Color and Pattern Matching**  
Dynasty Homes cannot guarantee an exact match of patterns or colors, especially if the flooring is discontinued. Damage caused by Owner abuse or negligence is not covered.

## Tile, Brick, Marble and Stone

- **Loose or Broken Flooring**  
Flooring that becomes loose or breaks under normal use is considered a deficiency. Tiles, flagstones, or similar hard surfaces that crack or become loose due to faulty installation or subfloor issues are serviceable items. The subfloor and wallboard should be structurally sound, rigid, and suitable to receive finish materials.
- **Cracks and Loose Tiles**  
Loose tiles are considered a deficiency, and Dynasty Homes will take corrective action during the Limited Warranty Term. Cracks in tile grout that are 1/16 inch or wider will be repaired **one time only** within the warranty term.
- **Lippage Standards**  
Lippage greater than 1/8 inch is considered excessive unless the materials are designed with irregular heights, such as handmade tiles.
- **Responsibility and Maintenance**  
Dynasty Homes is not responsible for discontinued patterns or damage caused by Owner abuse or negligence. It is the Owner's responsibility to follow manufacturer care and maintenance instructions, including using approved cleaners.
- **Grout Patching**  
The grout patching materials used by Dynasty Homes for repairs or replacements will be at the sole discretion of Dynasty Homes.

## **Heating, Air Conditioning and Ventilation**

### **Heating System Standards**

- **Temperature Requirements**

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

- **Local Energy Codes**

Where local standards and energy codes have been regulated and adopted for residential construction, those codes will take precedence over this standard.

- **System Warm-Up Time**

The heating system requires up to 72 hours to reach 70 degrees Fahrenheit. A heating system that fails to achieve the required temperature after this period is considered a deficiency.

- **Noise and Ductwork**

A booming noise caused by "oil canning" is unacceptable, and Dynasty Homes will take corrective action as necessary. Ductwork should remain properly attached and insulated according to local codes, particularly in uninsulated crawl spaces, garages, or attics.

- **Ductwork Issues**

If ductwork or heating pipes become unattached during the warranty term, Dynasty Homes will take corrective action as needed.

### **Air Conditioning System Standards**

- **Temperature Requirements**

The air conditioning system should maintain an indoor temperature of 78 degrees Fahrenheit when measured in the center of the room at a height of 5 feet above the floor. Variations in this measurement may occur in areas with vaulted ceilings, high ceilings, or excessive glass. A single air conditioning unit should allow for no more than a 7-degree Fahrenheit variance between different living levels of the home.

- **Local Energy Codes**

Local energy codes, where regulated and adopted, will supersede this standard. Additionally, a temperature differential of up to 15 degrees Fahrenheit is not considered a deficiency when outdoor temperatures exceed 93 degrees Fahrenheit.

- **Refrigerant and Condensation Lines**

Dynasty Homes will repair any leaks in refrigerant lines that occur during the warranty term. At the commencement of the Limited Warranty, Dynasty Homes will provide unobstructed condensation lines. However, any clogs that develop after the warranty begins are the homeowner's responsibility. Builder-installed refrigerant lines or ground loop pipes that develop leaks during normal operation are serviceable items.

### **Ventilation – Attics, Crawl Spaces, and Vents**

- **Ventilation Standards**  
Dynasty Homes will ensure that attics and crawl spaces have the natural ventilation required by local codes. Adequate ventilation will be installed in crawl spaces to prevent damage to supporting members or insulation due to moisture accumulation.
- **Condensation Issues**  
Certain conditions may lead to condensation in crawl spaces that cannot be fully eliminated by ventilation and/or vapor barriers. In such cases, Dynasty Homes will take corrective action.
- **Exhaust Fans**  
Exhaust fans will be vented to prevent damage to supporting members or insulation.

## **HVAC Miscellaneous**

- **Bonus Rooms and Temperature Variations**  
Homes modified to include "bonus" rooms (e.g., small finished rooms, closets, or storage areas originally intended as attic space or other unfinished areas) may not be included in the HVAC plan. As such, these areas are excluded from the temperature requirements stated above. If temperature variations occur during extreme conditions, leaving doors to these areas open can help improve air circulation.
- **Furnace Filter Maintenance**  
Furnace filters should be cleaned and changed according to the manufacturer's recommendations. Failure to do so could void the manufacturer's warranty. Maintaining furnace filters is the homeowner's responsibility.
- **Condensation and Humidity**  
During humid conditions, it is possible for water to condense and drip off air ductwork. Since humidity control is the responsibility of the homeowner, condensation and any resulting damages are not covered under the Dynasty Homes Limited Warranty.

## **Insulation System**

- **Sound Transmission**  
Sound transmission between rooms, floor levels, adjoining condominium units within a building, or from the street into the home is not considered a serviceable condition under this warranty.
- **Insulation Installation**  
Insulation that is not installed in accordance with local building code requirements is considered a deficiency. Dynasty Homes will ensure that insulation meets local building code standards.
- **Air Infiltration**  
Air infiltration around doors and windows is common and is not considered a deficiency under this warranty.

## Drywall

- **Drywall Cracks and Nail Pops**  
Drywall cracks exceeding 1/16 inch in width and nail pops that break the surface of the drywall are considered deficiencies. Dynasty Homes will address these issues **one time only** during the term of this Limited Warranty.
- **Plaster Cracks**  
Dynasty Homes will fill cracks exceeding 1/16 inch in width on any plaster walls or ceilings **one time only** during the term of this Limited Warranty. Please note that Dynasty Homes is not responsible for matching the color or texture of patched areas with the surrounding original material or surface coatings.
- **Corner Beads and Drywall Tape**  
Dynasty Homes will repair popped corner beads that create gaps of 1/16 inch or more, as well as fix loose drywall tape.
- **Painting and Finish Matching**  
Dynasty Homes is **not** required to repaint entire walls or rooms. Additionally, drywall repairs related to the normal drying out and curing of the home do not include repainting.

## Paint

- **Pre-Close Walkthrough**  
Minor paint flaws must be noted during the Pre-Close Walkthrough to be eligible for repair.
- **Paint Coverage and Visibility**  
Wall, ceiling, and trim surfaces that are painted should not show through the new paint when viewed from a distance of 6 feet under normal lighting conditions. Dynasty Homes will touch up walls, ceilings, or trim surfaces as noted during the Pre-Close Walkthrough if flaws are visible from a distance of 6 feet under normal lighting conditions. Exact color matching is not guaranteed.
- **Interior Trim Caulking and Painting**  
The caulking and painting of painted woodwork are the homeowner's responsibility, except for separations that exceed 1/8 inch.
- **Knot and Wood Stains**  
Excessive knot and wood stains that bleed through the paint on interior surfaces are considered a deficiency. Dynasty Homes will seal the affected area where knots and stains bleed through. However, an exact match in paint color or texture with adjacent areas is not guaranteed.
- **Natural Finish on Interior Woodwork**  
If the natural finish on interior woodwork deteriorates during the term of this Limited Warranty, it is considered a deficiency. Dynasty Homes will refinish the affected area, but an exact match in color or texture with adjacent areas is not guaranteed.
- **Paint Flaws and Overspray**  
Dynasty Homes will address paint splatters, brush marks, or lap marks on walls, woodwork, or other surfaces that are excessive and clearly visible from a distance of 6 feet under normal lighting conditions.

- **Paint or Stain Overspray**

Paint or stain overspray on surfaces not intended to be painted or stained is unacceptable if visible from a distance of 6 feet under normal lighting conditions.

## **Yard, Site Grading, Drainage & Landscaping**

- **Soil Settling**

Some settling of the soil around your home is normal and is **not** considered a deficiency. Altering or changing the grade around your home is not recommended, as it may cause damage or leaks that are not covered by this warranty. Correcting any grade issues due to erosion or water runoff is the homeowner's responsibility.

- **Drainage Responsibility**

Dynasty Homes is not responsible for maintaining proper drainage after final grading.

- **Site Drainage Coverage**

This Limited Warranty covers site drainage issues within 10 feet of the foundation. Standing or ponding water outside these defined areas, or within these areas due to unusual grade conditions or treed areas, is **not** considered a serviceable item.

- **Standing Water Guidelines**

Standing or ponding water in areas covered by this Limited Warranty should not remain for longer than 24 hours after a rain event, except in swales that drain from adjoining properties or where a sump pump discharges. In such cases, a 48-hour period is allowed for water dissipation. Longer periods may occur after unusually heavy rainfall.

- **Exclusions from Warranty Coverage**

Dynasty Homes is not responsible for drainage problems resulting from:

- Grading requirements imposed by governing agencies.
- Overland water flowage easements.
- Sprinkler systems, sump pump discharge, or runoff from adjoining properties.
- Ground and subsurface water.
- Alterations to the initially established grade.
- Failure to maintain the original grade.

- **Utility Trenches**

Dynasty Homes will fill utility trenches **one time only** during the term of this Limited Warranty if they settle more than 6 inches from the finished grade established by Dynasty Homes. The homeowner is responsible for any trees, grass, shrubs, or lawn sprinkler systems affected by this fill placement.

- **Landscaped Areas**

Landscaped areas disturbed during repair work are considered a deficiency under this Limited Warranty. Dynasty Homes will restore grades, seed, and landscape to match the original condition. Dynasty Homes is not responsible for grassed or landscaped areas damaged by others, including work performed by public or private utility companies.

- **Sod, Shrubs, and Plantings**

Due to various factors beyond Dynasty Homes' control (e.g., weather, insects, pets), sod, shrubs, trees, and other plantings are **not** covered by this Limited Warranty under any circumstances. This exclusion applies even to existing plantings prior to construction.

Some nurseries provide guarantees on the plantings they supply. Any guarantees are independent of Dynasty Homes, and the homeowner would need to contact the nursery directly to determine if guarantees are available.

- **Sod Care Instructions**

**IMPORTANT:** New sod must be watered daily until the roots have fully taken hold (i.e., the sod cannot be easily lifted). During hot summer weather, failing to water new sod even for one day can result in dead sod. Sod is **not** covered by this Limited Warranty under any situation.

- **Seeding**

In areas where grass seed is used, Dynasty Homes is only responsible for applying the seed according to the manufacturer's instructions. Dynasty Homes cannot guarantee seeding germination.

## **Fences & Retaining Walls**

Fences and retaining walls are **not** covered by the Dynasty Homes Limited Warranty under any circumstances. This includes issues such as warping, sagging, settling, and shifting of fence posts, gates, and fencing materials, as well as settling, shifting, and silt wash-through in stone or block retaining walls.

However, installing contractors may offer their own “good faith” warranties and may address certain problems that develop. These warranties are independent of Dynasty Homes, and any issues should be discussed directly with the installing contractor.

## **Mold**

Mold occurs naturally in the environment and plays a crucial role in the decomposition of organic material. Mold spores are airborne and present wherever life is supported, including residential homes. Home construction is not designed to exclude mold spores, and under the right conditions, mold can grow inside your home. Common types of mold, such as those found on bread or bathroom tile, thrive when provided with a food source, a temperate climate, and moisture.

### **Mold Growth Factors:**

1. **Food Source:** Mold can feed on a wide range of materials, including fabrics, carpets, wallpaper, drywall, wood, and insulation.
2. **Climate:** Mold thrives in temperatures between 40°F and 100°F.
3. **Moisture:** Moisture is the only growth factor that can be controlled in a residential setting. By minimizing moisture, homeowners can significantly reduce or eliminate mold growth.

### **Common Sources of Moisture in Homes:**

- Spills, leaks, and overflows
- Condensation

- High humidity

Good housekeeping and maintenance practices are essential to preventing mold growth. Mold can develop within 24 to 48 hours if moisture is left unchecked.

### **Homeowner Responsibilities for Mold Prevention**

As a homeowner, it is your responsibility to take proactive measures to reduce the occurrence of mold and minimize any potential adverse effects. These steps include:

1. **Regular Inspections:** Check for leaks and wet spots regularly. Look for discoloration and contact Dynasty Homes immediately upon discovering a leak. Inspect condensation pans (e.g., in refrigerators and air conditioners) for mold growth and be attentive to musty odors or visible signs of mold.
2. **Check New Items for Mold:** Before bringing items like potted plants, furnishings, or stored clothing into your home, inspect them for signs of mold.
3. **Cleaning and Vacuuming:** Regular cleaning and vacuuming help reduce mold levels. Mild bleach solutions and common tile cleaners are effective in preventing and eliminating mold.
4. **Humidity Control:** Keep humidity levels low. Vent clothes dryers to the outside and ventilate kitchens and bathrooms by using exhaust fans, opening windows, or running air conditioning to remove excess moisture.
5. **Prompt Moisture Management:** Clean up spills, condensation, and other moisture sources immediately. Thoroughly dry wet surfaces and materials to prevent pooling water. Replace materials that cannot be fully dried.

### **Mold Remediation Methods**

In the event of mold contamination, most clean-up efforts utilize four main methods:

1. **Wet Vacuum:** Use a wet vacuum to remove water from floors, carpets, and non-porous surfaces.
2. **Damp Wipe:** Clean non-porous materials (e.g., metal, glass, plastic) and semi-porous materials (e.g., wood, concrete) with water and detergent, then dry them thoroughly.
3. **Remove Damaged Materials:** Porous building materials (e.g., ceiling tiles, insulation, wallboard) that are contaminated should be removed and discarded. Wrap the items in plastic before removing them from the affected room to prevent cross-contamination. No special disposal procedures are needed once the materials are outside the home.
4. **HEPA Vacuum:** After drying or removing contaminated materials, vacuum the area with a High-Efficiency Particulate Air (HEPA) vacuum. Place the debris in a sealed plastic bag and discard it as regular trash.

### **Contacting Dynasty Homes Regarding Mold Concerns**

If you have questions or concerns about mold, or if you are considering mold remediation, contact Dynasty Homes before taking any action to prevent spoliation of mold evidence.



Upon notification from the homeowner regarding a mold concern, Dynasty Homes may, at its discretion, choose to conduct a site investigation, collect data, and perform sampling and/or testing. Based on the results and the source of water intrusion, Dynasty Homes will determine if any action is warranted and what measures will be taken to address the issue, if necessary.

## **Plumbing**

Any plumbing problems should be repaired immediately by contacting the designated plumber. The water supply system should operate as designed and must be installed in accordance with all approved building and plumbing codes.

### **Water Supply, Drain Lines, and Fixtures**

- **Mineral Staining and Maintenance**  
Dynasty Homes is not responsible for staining of plumbing fixtures due to high iron, manganese, or other mineral content in the water. The homeowner is responsible for maintaining plumbing components such as worn washers, seals, and clogged water filters.
- **Clogged Sewers, Drains, and Fixtures**  
Dynasty Homes is not responsible for clogged sewers, fixtures, or drains caused by homeowner negligence, including clogged toilets. Dynasty Homes will address drain line stoppages caused by construction debris; however, if the stoppage is due to negligence by the homeowner, the cost of repairs will be the homeowner's responsibility.
- **Plumbing Noise and Water Hammer**  
Some noise from water pipes due to water flow is expected. However, the supply pipes should not produce the pounding noise known as "water hammer." Water hammer is considered a serviceable item under the Limited Warranty.
- **Leaks and Deficiencies**  
Any leaking valves, faucets, soil pipes, waste vents, or water pipes are considered deficiencies. Dynasty Homes will take corrective action to eliminate the leakage. Sanitary sewers, fixtures, waste, or drain lines that do not operate or drain properly due to improper construction are also considered deficiencies and will be corrected.
- **Surface Damage at Pre-Closing Walk-Through**  
Dynasty Homes will address chips, scratches, or cracks in hard surfaces that are noted during your Pre-Closing Walk-Through. Issues not noted at that time are not covered under the warranty.
- **Freezing Protection**  
Plumbing is not warranted against freezing under any circumstances, particularly when located above unheated spaces or in areas where the homeowner has not taken precautionary steps during winter.

### **Homeowner Tips for Preventing Freeze-Ups:**

1. **Temperature Settings:** Do not set the heat below 65 degrees Fahrenheit until you are sure that lower settings won't result in freeze-ups.
2. **Garage Doors:** Ensure overhead garage doors are fully closed during cold weather.

3. **Running Water:** In extreme conditions, run a trickle of water from high-risk faucets to prevent freezing.

If a freeze-up occurs, immediately shut off the water supply to the house until the pipes have thawed. This can prevent potential water damage if a line bursts when frozen.

### **Vacation and Extended Absences:**

When leaving for vacation or an extended period, it's advisable to shut off the water at the main supply valve. Doing so can minimize potential damage if a plumbing issue occurs while the home is unoccupied.

## **Roofing and Gutters**

- **Leakage**  
Leaking gutters, downspouts, flashing, or valleys are considered deficiencies. Dynasty Homes will repair or replace any leaking components during the term of this Limited Warranty. Homeowners are responsible for keeping downspouts and gutters clear of debris and ensuring that downspout extensions remain in place at all times.
- **Gutter Water Levels**  
Water levels in gutters should not exceed 1/2 inch. However, immediately after a heavy rain, standing water may temporarily exceed 1 inch. This is not considered a deficiency. Water should not become trapped under roof rolling.
- **Roof Rolling and Flat Roof Drainage**  
Blisters in roof rolling are acceptable and are specifically not warranted. A small amount of ponding water on flat-built roofs is not considered a deficiency, though flat roofs should drain properly. Water should drain from flat or low-pitched roofs within 24 hours of rainfall. Dynasty Homes ensures that flat-built roofs substantially meet local drainage guidelines.
- **Roofing Materials**  
Roofing materials, such as shingles and roofing tiles, shall be free of defects in material and workmanship during the term of this Limited Warranty. Shingle-related deficiencies are typically the manufacturer's responsibility.
- **Asphalt Shingle Standards**
  - Asphalt shingle edges or corners should not curl or cup more than 1/2 inch.
  - Asphalt shingles should overhang roof edges by 1/4 inch to 3/4 inch, unless otherwise specified by the manufacturer.
  - Asphalt shingle surfaces should not buckle more than 1/4 inch.
  - Nails should remain secure in the roof sheathing and should not cause shingles to lift from the surface.
- **Weather and Ice Buildup**  
Dynasty Homes is not responsible for damages caused by winds exceeding 30 mph or leaks resulting from ice buildup on roofs. Ice buildup on eaves is a natural condition and is not covered by this Limited Warranty. Homeowners must keep all valleys and flashings free of debris. Leaks or damage caused by homeowner negligence are not covered.

- **Roof or Flashing Leaks**

Roof or flashing leaks are considered deficiencies unless caused by severe weather conditions. Dynasty Homes will take corrective action to address any leaks that meet this criterion.

- **Attic Ventilation**

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

## **Sprinkler Systems**

If included in the Sales and Purchase Contract, Dynasty Homes shall supply a properly functioning sprinkler system. Sprinkler heads will be placed to cover the intended areas based on the available water pressure and volume. Trenches should be filled and compacted as part of the installation. Any defective sprinkler heads that fail to function properly within the first 90 days will be replaced.

## **Exclusions from Coverage**

The following issues are **not** covered by this Limited Warranty:

- Low water pressure affecting or caused by the sprinkler system.
- Standing or ponding water due to the sprinkler system.
- Water leaks into the house caused by direct impingement or misdirected sprinkler heads.
- Elevated water bills due to breaks or leaks in the sprinkler system.
- **Overwatering Concerns:** Overwatering is a common irrigation concern and may lead to drainage issues. Any drainage problems resulting from overwatering are not covered by this Limited Warranty.

## **Sump Pumps**

Dynasty Homes is responsible only for the proper installation of the sump pump. Damages caused by rising water due to sump pump failure, malfunction, or the pump's inability to keep up with demand are **not** covered by the Dynasty Homes Limited Warranty.

## **Windows**

- **Window Operation and Force Requirements**

Metal, wood, and plastic windows should operate with no more force than specified by the manufacturer at the time of closing or occupancy. Double-hung windows are permitted to move within a 2-inch tolerance up or down when in an open position. If excessive movement is detected, the service personnel from the window manufacturer will make adjustments **one time only** during the term of this Limited Warranty.

- **Weather Stripping**

Weather stripping that is not fitted properly is considered a deficiency and will be addressed by the manufacturer's service personnel.

- **Storm Windows and Doors**

The installation of storm windows or storm doors to provide additional protection against the elements is recommended and is the homeowner's responsibility.

- **Window and Skylight Leaks**

Windows and skylights that leak water under conditions within the manufacturer's threshold tolerances are considered a deficiency. The manufacturer's service personnel will determine the appropriate corrective action if leaks occur.

### **Window Hardware**

Any window hardware that fails to lock or perform its intended purpose will be serviced or replaced by the window manufacturer's service personnel.

### **Storm Windows and Screens**

Storm windows and screens installed by Dynasty Homes should operate and fit properly to provide the intended protection. The manufacturer's service personnel will adjust or replace them **one time only** during the term of this Limited Warranty if they do not meet this standard.

### **Daylight and Air Infiltration**

No daylight should be visible around the frame when windows are closed. The manufacturer's service personnel will repair any gaps that allow daylight to show through. Some air infiltration is common around doors and windows, especially during high winds, and is not considered a deficiency.

### **Operating Force Requirements**

- A maximum operating force of 35 pounds is required for residential vertical-sliding single and double-hung aluminum windows.
- A maximum operating force of 25 pounds is required for wood-framed aluminum and horizontal-sliding windows.

Windows will be repaired or replaced as needed to substantially meet these guidelines **one time only** during the term of this Limited Warranty.

### **Condensation and Window Grids**

Condensation between the panes of double-paned glass is considered a deficiency and will be addressed by the window manufacturer's service personnel. Window grids should not disconnect, fall, or become out of level.

### **Glass Scratches and Missing Screens**

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

## **Wood**

### **Square Corners and Plumb Walls**

While every effort is made to frame a home with square corners and plumb walls, this may not always be the case. Out-of-square corners are not covered under this Limited Warranty. The following criteria apply only to conditions that develop during the warranty period, not to those present during original construction.

### **Framed Walls**

- **Bowed Walls**  
Exterior and interior framed walls or ceilings bowed more than 1/2 inch within a 32-inch horizontal span, or more than 1/2 inch within any 8-foot vertical span, will be corrected to meet the specific guidelines of this Limited Warranty.
- **Plumb Walls**  
Wood frame walls that are more than 3/8 inch out of plumb over a 32-inch vertical measurement will be corrected by Dynasty Homes to meet the warranty guidelines.
- **Floor Measurements**  
The diagonal of a triangle with sides of 12 feet and 16 feet along the edges of the floor should be 20 feet, plus or minus 1/2 inch. Necessary modifications will be made to comply with local construction standards.

### **Floors**

- **Slopes, Ridges, and Depressions**  
Dynasty Homes will address framed floors with slopes, ridges, or depressions in excess of 1/4 inch over a 32-inch span.
- **Floor Flex and Noise**  
Springiness, bounce, or shaking in floors and stairs can result from the types of framing materials used, span lengths, and load amounts. Since flooring systems and stairs are designed to meet code requirements, such conditions are not covered under this Limited Warranty.
- **Floor and Stair Squeaks**  
Squeaks and creaks are common in nearly every home, often resolving themselves as temperature and humidity stabilize or as furniture is placed. Other squeaks may develop as the framing shrinks or shifts during the natural drying and aging process. Dynasty Homes will only address floor/stair noise or loose sub-flooring if they result from an underlying construction defect.
- **Sub-Flooring Issues**  
Dynasty Homes will secure loose sub-floors or take other corrective actions to minimize squeaking, within reasonable repair capabilities, without removing floor finishes.
- **Exterior Sheathing and Sub-Flooring**  
Exterior sheathing and sub-flooring that delaminate or swell on the finished side are considered deficiencies and will be repaired or replaced. However, matching the texture or color of the finish material is not guaranteed.

## **Uneven Wood Floors**

- Dynasty Homes will repair wood floors that are more than 3/8 inch higher or lower than any other point within a 20-foot span, except for thresholds and transitions.
- The diagonal of a triangle with sides of 12 feet and 16 feet should measure no more than 1/2 inch more or less than 20 feet.
- Any ridge or depression in a wood floor exceeding 1/4 inch within a 32-inch span will be corrected to meet the Limited Warranty guidelines.

## **Interior Stairs**

- The maximum vertical deflection of an interior stair tread should not exceed 1/8 inch under a 200-pound load. Dynasty Homes will make necessary repairs to meet this guideline.
- Gaps between adjoining parts designed to be flush should not exceed 1/8 inch. Dynasty Homes will fill gaps or replace parts as needed to substantially meet this guideline.
- All interior stair railings shall be securely attached to structural members in compliance with applicable codes.
- Loud squeaks caused by loose stair risers or treads are considered deficiencies, while squeaks resulting from normal expansion and load are not covered.

## **Trim and Finish Workmanship**

### **Interior Trim Work**

- **Gaps and Joints**  
Gaps or spaces exceeding 1/8 inch in joints of molding or between molding and adjacent materials are considered deficiencies. Caulking or nailing trim is an acceptable method to eliminate gaps. Dynasty Homes is not responsible for exact color matching.
- **Nail Holes and Hammer Marks**  
Nail holes should be properly filled with putty, and hammer marks should not be visible from a distance of 6 feet under normal lighting conditions.
- **Splits and Cracks**  
Splits, cracks, or checking greater than 1/8 inch are considered excessive and will be repaired.
- **Varnish or Lacquer Deterioration**  
Interior finishes that deteriorate during the warranty term are considered deficiencies and will be repaired. However, exact color matching of finishes is not guaranteed.

### **Exterior Trim Work**

- **Joints and Gaps**  
Joints between exterior trim elements and siding or masonry that exceed 1/4 inch will be caulked. Trim should perform its function to exclude the elements, but touch-up finishes are not guaranteed to match in color or texture between dissimilar materials.

- **Split Trim Boards**  
Splits in exterior trim boards greater than 1/8 inch will be filled during the warranty term. After the warranty expires, any further splits become the homeowner's responsibility. Color matching is not guaranteed.
- **Bowed and Twisted Trim**  
Exterior trim that bows or twists more than 3/8 inch in an 8-foot span will be repaired. Splits exceeding 1/4 inch in posts or beams thicker than 2 1/2 inches will be filled, but color matching is not guaranteed.
- **Cupping**  
Cupping in wood trim exceeding 3/16 inch in a 5 1/2-inch span is considered a deficiency.
- **Exposed Columns**  
Exposed wood columns should not bow or be out of plumb more than 3/4 inch over an 8-foot vertical span.

## Section 9: Non-Warranted Conditions

---

### NON-WARRANTED CONDITIONS

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

Except as expressly provided herein, there are **no express warranties** covering the home or the property on which it is located. To the fullest extent permitted by law, Dynasty Homes shall not be responsible for any consequential or incidental damages relating to or resulting from any damage to or defect in the home or the property on which it is located. However, nothing contained herein shall limit any of the owner's rights under applicable federal or state laws. This warranty provides you with specific legal rights, and you may also have other rights that vary from state to state. Additionally, nothing contained herein shall limit any implied warranties of merchantability or fitness for a particular purpose that may apply to this transaction.

#### Non-Warranted Items and General Comments

##### Understanding Non-Warranted Items

Section 8 is designed to help the owner better understand some of the changes and maintenance needs that may occur during the first year of occupancy. This section also more specifically describes and explains certain items not covered by this Limited Warranty.

The failure to include an item in Section 6, 7, or 8—or the omission of any item from this Limited Warranty—shall not create any presumption or implication that the item is covered by this Limited Warranty.

##### General Comments on Home Maintenance

Your home requires more maintenance and care than most products because it is composed of many different components, each with its own unique characteristics. Additionally, like other human-made products, a home is not perfect. You may notice minor flaws, unforeseeable defects, and the need for adjustments or touch-ups over time.

### **Manufacturer's Warranties**

Certain items not covered by this Limited Warranty may be covered by manufacturer's warranties, which are listed in Section 10 of this Limited Warranty. Any rights the owner has under these manufacturer's warranties are provided solely by the manufacturers. Dynasty Homes does not assume any 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 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 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 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. Masonry: (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 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 or frost 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. Window condensation is a result of a condition beyond Dynasty 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 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 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 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 condensation lines is an Owner maintenance item. Dynasty 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 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 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 Homes accepts no responsibility for the growth of grass, shrubs or trees. Once Dynasty Homes grades and sods the property, it is the responsibility of the Owner to water and maintain the lawn and plants. Dynasty 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 Homes shall not be responsible for repair of such damages unless the damage was reported to Dynasty Homes at the time of the New Home Orientation prior to closing or Occupancy.
32. Dynasty 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 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 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 Homes or Dynasty 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 not 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 Homes or Dynasty 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 Homes or employees of, agents or subcontractors.
- b. Failure by Owner to give prompt and proper notice to Dynasty Homes of defects.
- c. Loss or damage not caused by a defect in the construction on the home by Dynasty 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 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 Homes or Dynasty 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 is responsible for registering the items listed below for their respective manufacturers' warranties. It is solely the Owner's responsibility to complete these registrations. The **only** warranty on these items is the manufacturer's warranty, and Dynasty Homes bears no responsibility for their performance or for any conditions that fall outside the manufacturer's coverage.

The following items are covered by manufacturers' warranties:

- Dishwasher

- Garbage Disposal
- Trash Compactor
- Ranges and Ovens
- Cook Tops
- Microwave
- Refrigerators
- Kitchen Vent Fan
- Central Air Conditioner
- Furnace
- Water heater
- Whirlpool
- Security System
- Garage Door Openers
- Light Fixtures
- Central Vacuum system
- Entertainment Systems
- Roofing Shingles
- Washers & Dryers
- Any appliances not mentioned

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 will be performed using methods and materials deemed advisable by Dynasty Homes. All repairs will be finished or touched up to match surrounding areas as closely as practicable, though an exact match cannot be guaranteed.

Notwithstanding anything else contained herein:

- For any issue covered by this Limited Warranty, Dynasty Homes reserves the sole discretion to either repair, replace, or pay the reasonable cost of repairing or replacing the defective item.
- Dynasty Homes' total liability for any deficiencies under this Limited Warranty is limited to the purchase price of the home.

Steps taken to correct defects do **not** extend the term of this Limited Warranty.

If Dynasty Homes repairs or replaces, or pays the reasonable cost of repairing or replacing, any defect that is also covered by other insurance or warranties, the Owner must, upon request, assign the proceeds of such insurance or the rights under such warranties to Dynasty Homes, to the extent of the cost incurred by Dynasty Homes for the repair, replacement, or payment.

## **General Conditions**

- If any provision of this Limited Warranty is deemed unenforceable by a court of competent jurisdiction, that determination does not affect the enforceability of the remaining provisions.
- This Limited Warranty is 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 except by a written agreement signed by both Dynasty Homes and the then-current Owner.
- This Limited Warranty contains the entire express warranty granted by Dynasty Homes and supersedes any previous contracts, agreements, or representations, whether oral or written, relating to warranties.

## **Acknowledgments and Limitations**

OWNER ACKNOWLEDGES THAT DYNASTY HOMES HAS MADE NO REPRESENTATIONS, PROMISES, WARRANTIES, OR AGREEMENTS CONCERNING THE HOME OR THE PROPERTY ON WHICH IT IS LOCATED OTHER THAN THOSE STATED HEREIN.

Owner acknowledges that if Dynasty Homes chooses to repair, replace, address, or discuss the improvement of any non-warrantable condition, such actions do not obligate Dynasty Homes to address any other non-warrantable condition thereafter.

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