

RIDER D
WARRANTY

Timber Crest, LLC

***WARRANTY
STANDARDS***

***ONE YEAR
LIMITED***

Initials _____

CLAIM PROCESS

Your new home may require some repairs or adjustments during your first year of occupancy so it will be necessary for you to familiarize yourself with our claims process to facilitate these repairs.

1. Thirty days after occupancy, a written list of repairs or adjustments, which do not meet our quality standard, (as listed in the Warranty), may be mailed to the office of Timber Crest, LLC, 135 Main St. Suite 5 Medway MA 02053; or sent via electronic mail at office@grandishomesllc.com; or sent via facsimile at 508-321-0089. Please enclose home and office telephone numbers to enable our personnel to contact you. It will be necessary for you to be present while the repairman is there and to sign for work completed when the repairman leaves.
2. At the end of eleven (11) months of occupancy, a second written list of repairs or adjustments, which do not meet our quality standard, (as listed in the Warranty), may be mailed to the office of Timber Crest, LLC at the above address or sent via electronic mail at the above e-mail address or sent via facsimile at the above number. Please enclose home and office telephone numbers to enable our personnel to contact you. It will be necessary for you to be present while the repairman is there and to sign for work completed when the repairman leaves.
3. Only written request for repairs will be addressed. No routine repair work will be scheduled predicated upon a phone call.
4. Should an emergency arise, such as water leakage, we ask that you phone the Customer Service Department or the appropriate subcontractor as soon as possible. Only emergencies may be reported by phone.
5. Occasionally work, such as outside painting, yard work, etc., may not be completed due to adverse weather conditions. These items will be taken care of as soon as possible, weather permitting.
6. Some work required on your home will be your responsibility. The Customer Service Technicians will not attend to homeowner maintenance items.

In the event a standard incorporated herein is disputed, or missed then the following will apply: All workmanship shall conform to the guidelines found in the publication Residential Construction Performance Guidelines for Professional Builders and Remodelers, Fifth Edition (copyright 2015) National Association of Home Builders of the United States. If an item is not covered in that publication, standard industry practice shall govern.

HOMEOWNER RESPONSIBILITIES

Your new home requires an active maintenance effort on your part to reduce the likelihood of damage due to neglect, improper maintenance, or abnormal use. One of the more typical problems encountered by new homeowners is water damage to exterior walls and basement. Damage of this sort may be caused by the location and type of homeowner-installed trees and shrubbery, or failure of the homeowner to maintain the proper drainage away from the home. It is your responsibility to maintain a proper grade around the home that will ensure the continued movement of surface water away from the home.

Excessive entrance of water around the foundation can cause soil movement and serious damage. Excessive water entrance and subsequent damages caused by the home owner changing the grade,

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not properly maintaining it, or cultivating and landscaping areas near the foundation will not be considered an eligible claim.

Newly seeded areas need to be watered at least twice a day and fertilized according to industry standards. One seeding application will be done prior to settlement or when weather permits; wash-out of seeds is not a warranty item. Timber Crest does not warranty grass growth. Maintenance and upkeep of lawn is the responsibility of the home owner.

Furnace filters need to be changed every month and dryer vents need to be cleaned at least once a year.

Home Owners are to provide and properly operate an appropriately sized de-humidifier for the basement. Timber Crest LLC is not responsible for condensation or any damage caused by condensation.

Additional homeowner responsibilities are included herein under specific topics in Quality Standards.

NOTE: Damage caused or made worse by homeowner negligence, improper maintenance and/or operation will not be covered.

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EXCLUSIONS

Timber Crest, LLC is not responsible for:

- 1) Normal wear and tear or normal deterioration.
- 2) Chips, scratches, or marks in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, formica, glass or other patent defects not recognized in writing, prior to settlement.
- 3) Workmanship and materials supplied by someone other than its agents or persons acting in its employ.
- 4) Trees or shrubs not planted by Timber Crest, LLC.
- 5) Defects caused by Owner negligence or abuse, improper maintenance or improper operation, or failure to give Timber Crest, LLC written notice within a reasonable time.
- 6) Repairs to wall coverings or paint applied by owner after settlement and damaged due to corollary repair work.
- 7) Insect or rodent damage or infestation.
- 8) Moving furniture or personal effects, when necessary, to make repairs.
- 9) Defects in boundary walls, retaining walls, and fences.
- 10) Accidental loss or damage due to, but not limited to, fire, explosions, smoke, wind, hail, lightning, flood, mudslide, hurricanes, earthquake, wind driven water, vehicles, aircraft, falling objects, riot and civil commotion, Acts of God, and changes in the level of the underground water-table.
- 11) Consequential damages.
- 12) Bodily injury or damage to personal property.
- 13) Any loss or damage, which arises while the home is being used primarily for non-residential purposes.
- 14) Loss or damage not otherwise excluded under this Warranty, which does not constitute a defect in the construction of the home by Timber Crest, LLC Homes, Inc., or its employees, agents, or subcontractors.
- 15) Any loss or damage resulting from the purchaser not taking any timely action to minimize.
- 16) Any damage to the extent it is caused or made worse by:
 - a) negligence, improper maintenance, or improper operation by anyone other than Timber Crest, LLC or its employees, agents, or subcontractors;
 - b) failure by anyone other than Timber Crest, LLC or its employees, agents, or subcontractors to comply with the Warranty requirement of manufacturers of appliances, equipment or fixtures;
 - c) failure by the purchaser to give notice to Timber Crest, LLC of any defects within a reasonable time;
 - d) changes in the grading of the ground by anyone other than Timber Crest or its employees, agents, or subcontractors;
 - e) changes, alterations, or additions made to the home by anyone after initial occupancy, except those performed by Timber Crest, LLC or its employees, agents or subcontractors;
 - f) dampness or condensation due to failure of the purchaser to maintain adequate ventilation.
- 17) Damage to real property, which is not part of the home covered by this warranty and which is not included in the purchase price.
- 18) Home Owners are to install and properly operate a dehumidifier suitable for the basement

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POSSIBLE DEFICIENCY

QUALITY STANDARD

TIMBER CREST, LLC'S RESPONSIBILITY

ASPHALT

Cracks in asphalt driveways.

Cracks greater than 5/16" are not acceptable.

Timber Crest, LLC will correct to meet Quality Standard.

Improper drainage

Slabs should be placed to allow water to drain off.

Slabs will be repaired by Timber Crest, LLC if water stands 1/8" deep for 24 hours after a rain.

CABINETS

Timber Crest, LLC will not be responsible for chips, cracks, and scratches noted following pre-settlement inspection.

Kitchen cabinet doors or drawer fronts are warped.

Warpage not to exceed 1/4" as measured from face frame to point of further – most warpage with door or drawer front in closed position.

Timber Crest, LLC will correct or replace doors or drawer fronts.

Gaps between cabinets, and ceiling or walls.

Acceptable tolerance 1/4" in width.

Timber Crest, LLC will correct to meet Quality Standard.

Note on painted wood cabinets.

Real wood products are susceptible to temperature and humidity changes. The change in temperature and humidity may result in noticeable joint separations. Wood also expands and contracts at different rates across the grain versus along the grain. A visible seam may occur due to this expansion and contraction.

No action required by Timber Crest LLC

CARPENTRY

Floors squeak or sub-floors appear loose.

Minor squeaking will occur during drying out process. Sub-floors should not be loose.

Timber Crest, LLC will correct the problem only if caused by an underlying construction defect.

Floors and walls uneven.

Floors or walls should not deviate more than 1/4" out of level within any 32" horizontal or vertical measurements.

Timber Crest, LLC to correct or repair to meet Quality Standard.

Quality of Interior/Exterior Trim Workmanship

Joints between interior or exterior trim elements including siding and masonry shall not result in open joints in excess of 1/4". In all cases the exterior trim, masonry and siding shall be capable of performing its function to exclude the elements.

Prior to settlement, Timber Crest, LLC will repair open joints in excess of 1/4". Caulking is acceptable. However, an exact match between old and new paint or caulk cannot be guaranteed. Thereafter caulking becomes Owner's responsibility.

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Shrinkage of panels show raw wood edges.	Panels will shrink and expand, and expose unpainted surfaces.	None.
Deflections or downward bows over frame openings.	Structural members over opening should be of sufficient size to carry overhead loads.	Timber Crest, LLC will correct to meet Quality Standard.

CARPETING

Minor fading of carpeting.	Exposure to light may cause minor fading.	None.
Carpeting becomes loose, seams separate or stretching occurs.	Wall to wall carpeting, when stretched and secured properly, may come up, become loose, or separate from its point of attachment.	None.

**CONCRETE
(EXTERIOR) PATCH
MATERIAL WILL
NOT MATCH DUE
TO TIME & RAW
MATERIAL
DIFFERENCE**

Pitting, spalling, scaling or popouts.	Surface defects result from many causes too numerous to list. Salt and its by-products should not be used for snow or ice removal from concrete surfaces.	Timber Crest, LLC will take no action unless it is obviously the result of a finishing defect (entire surface affected). It is the Owner's responsibility to keep concrete free of chemical elements (gas, oil, salt, etc.).
Cracking and settlement of stoops and steps.	Stoops and steps should not vary more than 1" in relation to the house structure surface. Cracks greater than 3/16" are not acceptable.	Timber Crest, LLC to bring to acceptable tolerance.
Standing water on stoops.	Water should drain from door stoops and steps with 24 hours. The possibility of water standing on the stoops for up to 24 hours can be anticipated.	Timber Crest, LLC will take corrective action to assure drainage of steps and stoops if standing water 1/8" deep is present after the 24 hour period.
Cracks in walkways or driveways.	Nonstructural concrete slabs may be acted upon by the elements and are not protected from differential movements.	Timber Crest, LLC will repair cracks exceeding 3/16" in width or vertical displacement.
Corner breaks in walkways or driveways.	Heavy loads on non-structural slabs may cause breakage.	None.

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Sectional displacement on slabs without cracks.

Freezing or settlement may cause some movement with cracks.

Timber Crest, LLC will take no action when displacement is less than 1"; displacement of 1" or more that remains for 60 days after thawing will be repaired.

Improper drainage.

Slabs should be placed to allow water to drain off.

Timber Crest, LLC will repair slabs if water stands 1/8" deep 24 hours after a rain.

**CONCRETE
(INTERIOR) PATCH
MATERIAL WILL
NOT MATCH DUE
TO TIME AND RAW
MATERIAL
DIFFERENCE.**

Cracking of foundation wall, basement floor, or attached garage slab.

Concrete will expand and contract with temperature changes causing normal cracking. Cracks exceeding 1/4" in width or 1/4" in vertical displacement are not acceptable.

Timber Crest, LLC to repair non-structural cracks cosmetically to meet the performance guidelines using material designed to fill cracks in concrete.

Cracks in concrete slab-on-grade floors with finish flooring.

Cracks, which rupture the finish flooring material, shall be repaired.

Timber Crest, LLC will repair cracks, as necessary, so as not to be readily apparent when the finish flooring material is in place.
None.

Separation or movement of concrete slabs within the structure at expansion and contraction joints.

Concrete slabs within the structure are designed to move at expansion and contraction joints.

Uneven concrete floors.

Except for basement floors or where a floor or portion of floor has been designed for specific drainage.

Timber Crest, LLC will correct or repair to meet the Quality Standard.

Pitting, spalling, or scaling of concrete.

Surface defects result from many causes too numerous to list.

Timber Crest, LLC will take no action unless it is obviously the result of a finishing defect (entire surface affected). It is the Owner's responsibility to keep concrete free of chemical elements (gas, oil, salt, etc.) which could cause deterioration.

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**COUNTERTOPS
(TIMBER CREST,
LLC WILL NOT BE
RESPONSIBLE FOR
CHIPS AND
CRACKS NOTED
FOLLOWING PRE-
SETTLEMENT
INSPECTION).**

De-laminations of
countertops fabricated
with high-pressure
laminates.

Countertops fabricated with high-pressure
laminates shall not de-laminate.

Timber Crest, LLC will replace
de-laminated coverings to meet
specified criteria, provided de-
laminated has not been caused by
water damage due to Owner's
neglect (leaky faucet, etc.)

Special Note for quartz
countertops

Quartz countertops cannot take on direct heat
such as air fryers, direct contact with very hot
cooking pots and pans, toaster ovens, etc..
Timber crest LLC is not responsible for any
cracks due to excessive heat.

DOORS

Interior/exterior doors
warped.

Doors should open and close. Door warpage is
not uncommon but should not exceed 3/8"
(measured diagonally from corner to corner).

Timber Crest, LLC to adjust
doors to operate freely.

Split in door panel.

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

Prior to settlement, Timber
Crest, LLC will, if light is
visible, fill split and match finish
as closely as possible. After
settlement, repair becomes the
Owner's responsibility.

Garage doors
inoperable.

Garage doors should operate under normal use.

Timber Crest, LLC to correct or
adjust garage doors to operate.

Garage doors allow
entrance of snow or
water.

Garage doors should be installed within
manufacturer's installation tolerances.

Some entrance of the elements is
to be expected. Timber Crest,
LLC shall adjust or correct
garage doors to meet
manufacturer's installation
requirements.

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DRYWALL

Defects, which appear during first year of warranty such as, nail pops, seam nail pops, blisters in tape, or other blemishes.

Slight “imperfections” such as nail pops, seam lines and cracks not exceeding 1/8” in width are common in drywall installation and considered acceptable.

None. Timber Crest, LLC will only repair cracks exceeding 1/8” in width, one time only, during the first year warranty period.

ELECTRICAL

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

Fuses and circuit breakers shall not activate under normal usage.

Timber Crest, LLC will correct circuitry not conforming to local, state or approved national code specifications.

Ground fault interrupters trip frequently.

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

Timber Crest, LLC shall install ground fault interrupter in accordance with approved electrical code. Tripping is to be expected and is not covered, unless due to a construction defect.

Electrical switches, fixtures or outlet not operating.

All should operate.

Repair or replace defective, wiring, switches, fixtures and outlets. Timber Crest, LLC is not responsible for malfunction due to Owner negligence.

Failure of wiring to carry its designed load.

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

Timber Crest, LLC will check wiring for conformity with local, state, or approved national electrical code requirements. Timber Crest, LLC will repair wiring not conforming to code specification.

Drafts from electrical outlets.

Electrical junction boxes on exterior walls may produce air flow.

None.

FIREPLACES

Cracked firebrick and mortar joints.	None.	None. Heat and flames from “roaring” fires will cause cracking.
Firebox paint changed by fire.	None.	None. Heat from fires will alter the finish.
Fireplace or chimney does not draw properly.	A properly designed and constructed fireplace and chimney shall function properly. It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can be caused by obstructions such as large branches too close to the chimney. Some homes may need to have a window opened slightly to create an effective draft. If they have been insulated to meet high-energy conservation criteria.	If the problem is one of design or construction of the fireplace, Timber Crest, LLC will correct.
Chimney separation from structure to which it is attached.	Newly built fireplaces will often incur slight amounts of separation. Separation shall not exceed 1/2” from the main structure in any 10 foot vertical measurement.	Timber Crest, LLC will determine the cause of separation and correct if standard is exceeded. Caulking is acceptable.

FLOORING
(HARDWOOD)

Warping, cupping, or uneven areas of floor.	Floors should not be warped, cupped or deviate more than 1/8” out of level, within any 12” measurement. 1/4” within any 24” measurement and 1/2” within any 48” measurement.	Timber Crest, LLC will correct to meet quality standard unless caused by water damage due to installation in wet locations such as kitchen, bathroom, or powder room. Timber Crest, LLC will not be responsible for color variations between original flooring and repaired areas.
Note:	Gaps in hardwood floors less than 1/8” are caused by fluctuations in relative humidity in the home. This is common in New England weather and no action from Builder is required.	

FLOORING
(RESILIENT)

Ridges due to subfloor.	Ridges, when exceeding 1/8” when measured as a gap created at one end of a 6” straight edge held tightly to the floor, shall be repaired.	Timber Crest, LLC to correct within acceptable tolerance. Timber Crest, LLC is not responsible for color variations or discontinued patterns.
Nail pops.	Nail pops, which have broken the surface, shall be repaired.	Timber Crest, LLC will correct nail pops, which have broken the surface. Timber Crest, LLC will repair or replace, at Timber

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Crest, LLC's option, resilient floor covering in the affected area. Timber Crest, LLC will not be responsible for discontinued patterns or color variations in the floor covering.

Loose tiles. No loose tiles should be present under normal circumstances. Excessive water on the resilient flooring can cause the bonding agent to loosen. Timber Crest, LLC to correct as required, unless there is evidence of excessive water.

Seams or shrinkage between tiles. Gaps should not exceed 1/16" in width or 1/8" where different materials join. Timber Crest, LLC to correct as required.

GROUNDS

Undergrowth or debris left in undisturbed areas. Undisturbed areas are to be left in natural state regardless of conditions, unless other agreements are made by contract. Undergrowth shall be left completely untouched in undisturbed areas; however, debris resulting from construction shall be removed by Timber Crest, LLC.

Grass is drying. Seeding will be done prior to settlement or when weather permits. It is the Owner's responsibility to fertilize, water, and mow as necessary.

Shrubbery is dying. Shrubbery to be in good condition at the time of settlement. Timber Crest, LLC will replace dead shrubs one time only. Shrubs are warranted for 30 days from the date of settlement or planting, whichever occurs last. The Owner is responsible for notifying Timber Crest, LLC within this 30-day period and for maintaining shrubbery.

Improper drainage. Standing or ponding water shall not remain for extended periods in the immediate area of the house after a rain (generally no more than 24 hours), except that in swales and rain gardens meant for the purpose of collecting water. No grading determination shall be made while there is frost or snow on the ground. Timber Crest, LLC is responsible for establishing the proper grade and swales. The Owner is responsible for maintaining such grades and swales.

Settling of ground foundation, utility trenches or other filled areas. Back-filled ground will settle. Six inches maximum settlement is allowed around utility trenches and other filled areas. Settling of Timber Crest, LLC will fill excessively settled areas one time during the warranty period. The Owner will be responsible

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backfill around foundation shall not interfere with water drainage away from the house.

for removal and replacement of shrubs or other landscaping affected by placement of such fill.

**GUTTER AND
DOWNSPOUTS**

Gutters and/or downspouts leak.

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

Timber Crest, LLC will repair leaks. It is the Owner's responsibility to keep gutters and downspouts free of leaves and debris which could cause overflow.

Water standing in gutters.

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

Timber Crest, LLC will correct to meet Quality Standard.

**HEATING & AIR
CONDITIONING**

Inadequate heating.

Heating system should be capable of producing an inside temperature of 70 degrees F. as measured in the center of each room at a height of 5 feet above the floor, with an outside temperature of 0 degrees F. and a 15 mph wind. Temperature within the structure will be adversely affected when wind is in excess of 15 mph, particularly rooms on the windward side of the structure. Temperature will also drop when the outside temperature falls below -15 Degrees F. for prolonged periods of time.

Timber Crest, LLC will correct heating system in accordance with Quality Standards. The furnace blower cannot operate efficiently with a dirty filter. It is the responsibility of the Owner to install clean filters as necessary. When a drop in voltage occurs, Timber Crest, LLC shall not be responsible for loss of heat or damage to equipment.

Inadequate cooling.

Where provided, the cooling system shall be capable of maintaining a temperature of 78 degrees F. as measured in the center of each room at a height of 5 feet above the floor, and under local outdoor summer conditions as specified in ASHREA handbook.

Timber Crest, LLC will correct cooling system in accordance with Quality Standards. The blower system cannot operate efficiently with a dirty filter. It is the responsibility of the Owner to install clean filters as necessary.

Ductwork separates or becomes unattached.

Ductwork shall remain intact and securely fastened.

Timber Crest, LLC will re-attach and re-secure all separated or unattached ductwork.

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Condensation lines clog up.	Timber Crest, LLC shall provide unobstructed condensation lines prior to settlement.	Condensation lines will clog eventually under normal use. This is an Owner maintenance item.
Refrigerant lines leak.	Refrigerant lines shall not develop leaks during normal operation.	Timber Crest, LLC will repair leaking refrigerant lines and recharge unit, unless Owner caused damage.
Noisy duct work.	When metal is heated, it expands & when cooled it contracts. The result is “ticking” or “cracking” which is generally to be expected.	None.
Oilcanning.	The stiffening of the gauge of the metal used shall be such that ducts do not “oilcan”. The booming noise caused by “oilcanning” is not acceptable.	Timber Crest, LLC will correct to eliminate this sound.

INSULATION

Insufficient insulation.	Insulation shall be installed in accordance with local building code requirements or per the sales contract.	Timber Crest, LLC will install insulation in sufficient amounts to meet Quality Standards.
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MASONRY

Cracks in masonry walls or veneer.	Small hairline cracks due to shrinkage are common in masonry construction. Cracks larger than 1/8” in width are not acceptable.	Repair cracks in excess of 1/8” by surface pointing or patching. Timber Crest, LLC will not be responsible for color variations between old and new mortar.
Leaks in basement or wet basement.	Leaks resulting in actual trickling of water shall be repaired. Leaks caused by improper landscaping installed by Owner or failure of Owner to maintain proper grades are not covered by the Warranty. Dampness of walls or floors may occur in new construction and is not considered a deficiency.	Timber Crest, LLC to take such action as necessary to correct basement leaks except where the cause is determined to result from Owner action or negligence. Owner is responsible for maintaining the grade along exterior foundation wall so water runs away from the house, controlling outside faucet leaks, and keeping gutters and downspouts free of debris.

PAINTING

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Interior paint quality of workmanship.	Interior paint should sufficiently cover the walls and ceilings as viewed 6 feet from the wall. Knowing that plasterwork and paint work are hand applied, some imperfection in the plaster and paint is expected and to be accepted by the Buyer. Timber Crest LLC, at its sole discretion, will determine if imperfections are to be repaired.	Timber Crest, LLC to touch up areas where original surfaces can be seen. Touch-up will match in color and texture as closely as possible. A slight difference in color is to be expected
Exterior paint deteriorates.	Some weathering will be noticeable.	Timber Crest, LLC to touch up areas of bare wood only (knotholes not included).
Painting required as corollary repair because of other repair work.	Repairs required under this Warranty should be finished to match surrounding areas as closely as possible.	Timber Crest, LLC will finish repaired areas only as indicated.
Deterioration of varnish or lacquer finishes.	Prior to occupancy, Timber Crest, LLC will retouch affected areas as closely as possible. Varnish or similar finishes used on the exterior will deteriorate rapidly and are not covered by the Warranty.	None.
Mildew or fungus on painted surfaces.	Mildew or fungus can form on the painted surface of a structure subjected to exposures (i.e., rainfall, ocean, lakes, or riverfronts).	Mildew or fungus is a condition Timber Crest, LLC cannot control and is an Owner maintenance item.
Note on stair stain.	The color of the stain on the stairs will not exactly match the color of the hardwood. Some variation is to be expected.	

PLUMBING

Leak from pipes.	No leaks of any kind should exist. Condensation on pipes does not constitute a leak.	Timber Crest, LLC to correct leakage.
Sewer, fixture, or drain stoppage.	Stoppages are the Owner's responsibility after the first 30 days of occupancy unless caused by faulty installation.	Timber Crest, LLC to correct leakage.
Faucet or valve leak.	No valve or faucet shall leak due to defects in material or workmanship.	Timber Crest, LLC will repair or replace the leaking faucet or valve. Leakage caused by worn or defective washer and compression fittings is the Owner's responsibility.
Water pipes freeze.	The wall cavity should be properly insulated to prevent pipes freezing during normally anticipated cold weather.	To repair frozen pipes and correct condition causing the pipe to freeze. It is the Owner's responsibility to cut off and drain outside hose bibs.

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Frozen outside water line to hose bib.	Owner is responsible for turning off and draining the water supply to the outside.	None.
Defective plumbing fixtures, appliances or trim fitting.	Fixtures, appliances or fittings shall comply with their manufacturer's standards.	Timber Crest, LLC will replace any defective fixture or fitting which does not meet acceptable standards, as defined by the manufacturer.
Cracking or chipping of porcelain or fiberglass surfaces.	Chips and cracks on surfaces of bathtubs and kitchen sinks can occur when the surface is hit with a sharp or heavy object.	Timber Crest, LLC will not be responsible for repairs unless damage has been reported in writing, prior to settlement.
Noisy water pipes.	There will be some noise emitting from the water pipe system due to the flow of water.	None.

ROOFING

Roof or flashing leaks.	Roofs or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice buildup or Owner actions or negligence.	Timber Crest, LLC will repair any verified roof or flashing leaks not caused by ice buildup or Owner actions or negligence.
Ice buildup on roof.	During prolonged cold spells, ice buildup is likely to occur at the eaves of a roof. This condition occurs when snow and ice accumulate and gutters and downspouts freeze up.	Prevention of ice buildup is an Owner maintenance item.

SEPTIC TANK SYSTEM

Septic system fails to operate properly.	Septic system shall be capable of properly handling normal household effluent. Septic system shall be designed and installed in accordance with all approved building, plumbing and health codes.	Timber Crest, LLC will repair if failure is the result of defective workmanship or materials. Timber Crest, LLC will not be responsible for malfunctions which occur through Owner negligence or abuse, or from conditions that are beyond Timber Crest, LLC's control such as freezing, soil saturation, increase in water table, tree roots or other vegetation, entry of grease into the system, excessive use, etc. Owner shall be responsible for septic system maintenance.
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SIDING (REPLACEMENT OR

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**REPAIR MAY NOT
MATCH IN COLOR
AND/OR TEXTURE**

De-lamination of wood veneer siding or joint separation.

All wood siding shall be installed according to the manufacturer's and industry's accepted standards. Separations and major de-laminations, in excess of 3/8", will be repaired or replaced.

Timber Crest, LLC will repair or replace separations and major de-laminations, in excess of 3/8", unless caused by Owner's neglect to maintain siding properly. For repairs requiring paint, Timber Crest, LLC will paint only the new materials.

Dents in vinyl or aluminum siding.

All siding shall be installed according to the manufacturer's and industry's accepted standards. However, siding is easily damaged.

Timber Crest, LLC will repair or replace siding that is damaged if noted in writing prior to settlement.

TILE (CERAMIC)

Cracks in grouting of ceramic tile joints at junctions with tub.

Grouting will shrink due to normal use. It is the owner's responsibility to re-grout.

None.

Ceramic tile cracks or becomes loose.

Ceramic tile may crack or become loose.

None.

**VENTS AND
LOUVERS**

Leaks due to snow or rain driven into the attic through vents or louvers.

Attic vents and/or louvers must be provided in order to properly ventilate your house.

None.

Inadequate ventilation of attics and crawl spaces.

Attic and crawl spaces shall be ventilated as required by the approved building codes in effect when building permit was issued.

Timber Crest, LLC will provide for adequate ventilation. Timber Crest, LLC will not be responsible for Owner's alterations to the original system.

**WEATHER-
STRIPPING AND
SEALS**

Drafts around doors and windows.

Some air infiltration is normal, especially during high winds. There should be no open cracks. Windows will meet ASTM standards for the particular type of window.

Timber Crest, LLC to correct open cracks around windows and doors and weather stripping.

Defective threshold or door sweep.

Unless directly attributed to faulty installation, wear is

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Threshold and door sweeps should exclude elements and open and close with reasonable ease.

beyond Timber Crest, LLC's control.

WINDOWS

Condensation occurs between panes of glass in thermopane windows.

Condensations should not occur between panes of glass in thermopane windows. Timber Crest, LLC will replace window prior to settlement.

Timber Crest, LLC is not responsible for condensation appearing between panes of glass after settlement.

Condensation and/or frost on windows or frames.

Windows will collect condensation and/or frost on interior surfaces when extreme temperature difference and high humidity levels are present. Condensation is usually the result of climatic or humidity conditions, created within the home.

Unless directly attributed to faulty installation, window condensation and/or frost is a result of conditions beyond Timber Crest, LLC's control. No corrective action is required.

Malfunction of windows.

Windows should open and close with reasonable ease. Timber Crest, LLC will free the windows one time prior to settlement.

Newly painted windows, or windows which have not been operated for a time will tend to stick and it is the Owner's responsibility to correct.

ACKNOWLEDGEMENT

I/We hereby acknowledge receipt, and agree to all the terms of the Builder's Warranty issued by Timber Crest, LLC, 135 Main Street Suite 5, Medway MA 02053

This ____ day of _____, 20__

BUYER

BUYER

Initials _____