

# WESTCRAFT HOMES LIMITED ONE YEAR WARRANTY

HOMEOWNERS:  
PROPERTY DETAILS:

**\*\*Please note that all warranty inquiries have to be in writing to be considered by the builder. Any verbal requests for repairs will not be considered and are not guaranteed.\*\***

Note to Owner: All residential construction goes through a period of settlement. As the seasons change, periods of expansion or contraction will occur. As a result, your Residence will experience minor material changes that are unavoidable and considered normal. You should also be aware that you are responsible for proper home maintenance. To make your maintenance program easier, you should keep a color chart of the different materials used in or on the construction and a small supply of correspondingly colored paint, stain, or grout for easy touch-up. This Limited Warranty excludes damage caused by Owner negligence, improper maintenance or changes, alterations, or additions performed by anyone other than Builder.

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## SECTION 1 - WARRANTY COVERAGE & CONDITIONS

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### 1. ONE (1) YEAR COVERAGE

This Limited Warranty commences on the date of settlement, or the date of Home Owner's occupancy, whichever occurs first, and continues for a period of one (1) year. This Limited Warranty is in effect only if Builder is in receipt of entire contracted purchase price.

### 2. NON-TRANSFERABLE

This Limited Warranty is not transferable and will automatically terminate if property is leased, vacated or sold by original Home Owner.

### 3. REQUEST FOR WARRANTY SERVICE

The Home Owner with a Limited Warranty complaint must submit a clear and specific WRITTEN request to the Builder at the address shown on this Limited Warranty. No Limited Warranty work will be performed until complaint has been received in writing, unless designated an emergency.

#### 4. REMEDY

The Builder will, within a reasonable time, examine an alleged defect to determine if it is covered by this Limited Warranty. A defect covered by this Warranty will be repaired, replaced, or replaced with item of like kind, at Builder's expense within reason and only at the Builder's discretion will items be replaced instead of repaired. Builder reserves the right to charge the owner a reasonable sum per service call for any request not covered under this Limited Warranty. Any repair or replacement shall not extend the Warranty term. The total liability of Warranty is limited and shall not exceed the sales price of the home.

#### 5. CONSEQUENTIAL DAMAGES

Limited Warranty Coverage does NOT include consequential damage or inconvenience resulting from a defect.

#### 6. RIGHT OF ACCESS

Home Owner must provide the Builder access to property during normal weekday business hours to perform its obligations under this Warranty. Failure to provide such access may relieve Builder of its obligations.

#### 7. COVERAGE PROVIDED

During the term of this Warranty, and subject to the terms and conditions listed herein, the Builder warrants the home against defects in materials and workmanship in the following items:

1. The Central Heating, Cooling, and Ventilation Systems and its Components.
2. The Plumbing System and its Components.
3. The Electrical System and its Components.
4. Structural and Finish Components, (See Non-Warranty and Exempt Items For Details)
5. Windows (*Small Variations In Glass Panes Such As Scratches Under 1 ½ " or Bubbles Smaller Than ¼ " Are Normal And Will NOT Covered By The Builder Warranty*) Doors, and Hardware.
6. The Roof and its Components.

#### WARRANTY STANDARDS

##### 1. POSSIBLE DEFICIENCY - POOR DRAINAGE LOT

**Performance Standard** - After normal rainfall, water should not stand in yard within 10ft of home for more than 48 hours. Drainage time may be much longer during times of snow, frost, excessive precipitation or soil saturation.

**Responsibility** - Builder is responsible to establish proper grades and swales; Home Owner is responsible for maintaining them.

##### 2. POSSIBLE DEFICIENCY - BASEMENT WATER & DAMPNES

**Performance Standard** - Dampness of walls and floors is not unusual until such time as backfill has been fully compacted through settling. This may take as long as five years.

**Responsibility** - Builder will correct actual accumulation and flow of water within the basement. Leakage due to grade and landscaping settlement is considered a maintenance item and as such is not covered.

##### 3. POSSIBLE DEFICIENCY - BASEMENT OR FOUNDATION WALL CRACKS

**Performance Standard** - Small cracks not affecting structural stability are not unusual in foundation walls. Cracks greater than 1/4 inch in width shall be repaired.

**Responsibility** - Builder will repair cracks in excess of 1/4 inch by caulking with a urethane concrete caulk.

##### 4. POSSIBLE DEFICIENCY - SEPARATION OR MOVEMENT OF STOOPS & PORCHES

**Performance Standard** - Minor movement within one inch is normal.

**Responsibility** - Builder will repair separation exceeding one inch.

##### 5. POSSIBLE DEFICIENCY - CRACKING OF BASEMENT OR GARAGE FLOOR

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

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

- 6. POSSIBLE DEFICIENCY - PITTING OR DETERIORATION OF CONCRETE SURFACES**  
**Performance Standard** - Concrete shall not disintegrate to the extent of exposing aggregate under normal conditions of use, except where such surfaces have been exposed to salts, chemicals or other abuses beyond builder's control.  
**Responsibility** - Builder will patch, correct or repair to meet the performance Standard.
- 7. POSSIBLE DEFICIENCY - EFFLORESCENCE ON MASONRY STONE, BRICK, BLOCK OR CONCRETE**  
**Performance Standard** - Masonry products are known to discolor due to lime content.  
**Responsibility** - None
- 8. POSSIBLE DEFICIENCY - DAMPNES OR WATER ABSORPTION INTO EXPOSED MASONRY**  
**Performance Standard** - Masonry materials are porous to varying degrees and cannot be controlled by Builder.  
**Responsibility** - None
- 9. POSSIBLE DEFICIENCY - ROOF LEAKS**  
**Performance Standard** - Roof shall not leak, except where snow and ice are permitted to build up excessively or repeatedly. Prevention of ice buildup is a maintenance item and is not the responsibility of the builder. Because roof systems must breathe, your home is constructed with vents at the soffits and ridges of the roof system. Snow and rain driven by high winds under severe conditions can be driven into air vent passages. This is not considered a defect and builder does not warrant against such water penetration.  
**Responsibility** - All roof leaks, not caused by owner neglect or excessive winds will be repaired. Builder is not responsible for color variations.
- 10. POSSIBLE DEFICIENCY - AIR FILTRATION**  
**Performance Standard** - Some air filtration is normal around doors, windows and other wall openings especially in conditions of high wind. In order to increase the air tightness of the home beyond such standards, owner may need to purchase and install storm windows and doors to provide solutions satisfactory to owner's own expectations.  
**Responsibility** - Builder will adjust windows and doors to maintain manufacturers designed air filtration.
- 11. POSSIBLE DEFICIENCY - SOUND CAN BE HEARD THROUGH PARTY WALLS**  
**Performance Standard** - Acoustical qualities of rooms, walls and other enclosures are greatly affected by everything within their physical area. Actual sound transmission qualities of walls are difficult to measure outside of a laboratory because of the disproportionate effect everything in the area has on acoustical reaction. Because surfaces, which are soft, uneven and dense, tend to absorb sound more, whereas surfaces that are smooth and hard tend to reflect and increase ambient sound, a furnished home is likely to be "quieter" than an empty home. Ambient sound levels within the home have a significant impact on the perception of sound transmitted from surrounding dwellings. Builder warrants that party walls are built to conform to or exceed pertinent building codes in effect at the time the home was constructed.  
**Responsibility** - None
- 12. POSSIBLE DEFICIENCY - HEATING AND COOLING VARIATIONS**  
**Performance Standard** - The HVAC system is designed to be able to maintain a temperature of 78 degrees Fahrenheit for heating and 70 degrees Fahrenheit for cooling, when an A/C unit has been purchased as part of the home. Temperatures are measured five (5) feet above the center of the floor in the room where the thermostat is located. In severe weather conditions; a variation of up to 15 degrees from room to room is acceptable. All rooms may vary in temperature by 5 or 6 degrees. Home owner is responsible for adjusting ducts and registers to obtain acceptable temperature consistency. Attic ventilation shall satisfy all requirements of the local building code.  
**Responsibility** - Builder will repair system to meet the acceptable standards as described above. Builder shall specifically not be responsible for any Owner alterations to the original system.

**13. POSSIBLE DEFICIENCY - HVAC CONDENSATE CLOGS**

**Performance Standard** – HVAC system condensate lines will eventually clog as household dust accumulates on the cooling fins and condensation carries dust through the condensation lines where it normally builds up a clog in the condensate trap. This is a maintenance item. Builder recommends that condensation lines be checked and cleaned at least annually, at the beginning of each air conditioning season.

**Responsibility** - None

**14. POSSIBLE DEFICIENCY - GROUND FAULT CIRCUIT TRIPS FREQUENTLY**

**Performance Standard** - Ground Fault Interrupters (GFI) are sensitive safety devices designed to trip very rapidly in the event of ground fault condition, such as in the event of electrical shock. This sensitivity causes them to trip easily and especially in cases where an extension cord of more than 50 feet is anywhere in the protected circuit.

**Responsibility** - Builder has installed GFI protectors in accordance with the National Electric code. Frequent tripping is not warranted against. GFI devices otherwise determined to be defective will be replaced.

**15. POSSIBLE DEFICIENCY - PAINT OR STAIN PEELS OR FADES**

**Performance Standard** - The weathering of finishes is normal and should be expected within certain tolerances. Exterior finishes may deteriorate rapidly due climatic conditions and is considered a maintenance item and is not covered by this warranty.

**Responsibility** - Builder will correct or repair finishes where paint is determined by builder or his representatives to be defective. Builder is not responsible for color variations.

**16. POSSIBLE DEFICIENCY - DRYWALL CRACKS, NAIL POPS, SEAM TAPS OR OTHER**

**Performance Standard** - Modern homes are constructed, partially from organic wood materials. Such materials will move, shrink and Expand with minor variations in temperature and moisture within the home. Drywall, being inorganic, tends not to move well with the movement of the lumber supporting it. Such movement, therefore often results in minor cracks, nail pops, the appearance of seam tape and other minor imperfections. Such imperfections not exceeding 1/8 in width are common in drywall and are not considered a defect.

**Responsibility** - None

**17. POSSIBLE DEFICIENCY - TRIM AND MOLDING PIECES**

**Performance Standard** - Because trim and molding is largely made from organic materials, these pieces move, shrink and expand with minor variations in temperature and moisture within the home. Such movement, which may result in minor separation between adjacent surfaces is normal and should be expected within certain tolerances. Particularly, wood stairways and shoe moldings normally shrink away from the walls of stairway within the first year. This is not considered a defect, but is within the expected behavior of organic wood products. Interior doors may need to be adjusted and are not a warranty item.

**Responsibility** - None

**18. POSSIBLE DEFICIENCY - FLOOR CREAKS OR SQUEAKS**

**Performance Standard** - Modern homes are constructed, partially from organic wood framing materials. Such materials will move, shrink and expand with minor variations in temperature and moisture within the home. Squeaks are normally a passing condition caused by lumber shrinkage or movement and are not covered by this warranty unless caused by a defect in the floor joist system.

**Responsibility** - Builder will correct floor system structural defects only, floor squeaks are not covered by this Limited Warranty.

**19. POSSIBLE DEFICIENCY - IMPERFECTIONS IN RESILIENT FLOORING**

**Performance Standard** - Minor nail pops or visible seams in underlayment are not considered unusual within certain tolerances.

**Responsibility** – None

**20. POSSIBLE DEFICIENCY – GRASS, TREES, SHRUBS, ETC. DIE OR STRAW/GRASS SEED IS WASHED AWAY BY DOWNPOUR.**

**Performance Standard** - Final grading and seeding of lawn, as well as any other upgraded landscaping will be planted in accordance with contract specifications when weather conditions permit.

**Responsibility** - Grass seed, which has germinated, as well as newly transplanted trees and shrubs, which are not watered during a period of drought, will die, even though an abundance of weeds will sprout and thrive. Landscaping plants are living organisms, all of which can thrive, or die for various reasons beyond Seller/Builder's control. Seller/builder therefore cannot and does not warrant that landscaping plants will live or thrive in consideration of any circumstances beyond his control after a period of three (3) months from planting. Newly planted or transplanted landscaping plants require excess watering for the first several weeks until they become established. Seller/Builder does not warrant against this maintenance item, which is the buyer's responsibility. Seller/Builder shall not be responsible for the proper care and watering of lawn and shrubs as it may become necessary at any time after the date of settlement. Seller/Builder does not, and cannot warrant against the effects of nature, such as, but not limited to, sudden and/or severe rainfall which may occur on grass seed which has not germinated. In the event of soil settlement around foundation or other excavated areas, or soil displacement, including complete washout of all seeded areas due to excessive rain or erosion, the Seller/Builder agrees only to supply top soil for a period of three (3) months from the date of settlement or three (3) months from the time final seeding was performed, in the event that seeding was not completed by the settlement date. The Buyer will be responsible for soil distribution and reseeding as needed. Seller/Builder's responsibility for living plants becomes the Buyer's responsibility when settlement occurs or when the plants are planted, whichever occurs last.

**21. POSSIBLE DEFICIENCY – GUTTERING OVERFLOW**

**Performance Standard** – When gutters are unobstructed by debris, the water level shall not exceed one (1) inch in depth, although water may stand in certain sections of the guttering immediately after rainfall.

**Responsibility** – Gutters may overflow during heavy rain and is the Owner's responsibility to keep gutters and downspouts free of leaves and debris, which may cause overflow. The Builder assumes no responsibility for these overflow conditions.

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## SECTION 2 – EXCLUSIONS

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**This Limited Warranty shall NOT extend to, include, or be applicable to:**

1. Damages or losses resulting from accidents; civil commotion; acts of God or Nature - including, but not limited to: wind storms, wind driven water, floods, sink holes, hail, lightning, fallen trees, earthquakes, explosions, fire, smoke, water escape, or changes in underground water table.
2. Any condition which does not result in actual physical damage to the Home – including, but not limited to: un-inhabitability or health risk due to presence or consequence of unacceptable levels of radon gas, formaldehyde, mold, carcinogenic substances, or other pollutants and contaminants; or the presence of hazardous or toxic materials.
3. Coverage on appliances and items of equipment – including, but not limited to: water heaters, pumps, stoves, ranges, ovens, garbage disposals, dishwashers, furnaces, air conditioning units, heat pumps, and other similar items – these items are for the manufacturer's warranties to Home Owner.
4. Any soil erosion/sedimentation or storm water control management systems that are approved by a governing jurisdiction.
5. Shrinkage, cracks or movement in concrete foundation, basement walls and slab, and garage floors, which are within the design performance criteria.

6. Normal and usual cracks; nail pops; twisting or movement in walls, ceilings, exterior and interior trim and finished items caused by drying, aging, or shrinkage of building products.
7. The existence of a dry basement or loss or damage caused by or resulting from seepage of water.
8. Personal property damage or bodily injury or punitive damages.
9. Any defect, damage, or loss which is caused or aggravated by negligence of Home Owner or anyone other than the Builder or its employees, agents, or subcontractors.
10. Touch up painting: There will be no touch up painting after settlement unless the items are part of the walk through punch list. *There is NOT an eleven month or other post settlement touch up period prior to the end of this one year coverage.*

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## SECTION 3 - NON-WARRANTED CONDITIONS

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1. **Warranty limited to Items in Section 1:** This Limited Warranty covers only those items specifically described in Section 1 above. THERE ARE NO EXPRESS WARRANTIES COVERING THE HOME OR THE PROPERTY ON WHICH IT IS LOCATED EXCEPT AS SPECIFICALLY PROVIDED HEREIN, AND TO THE FULLEST EXTENT PERMITTED BY LAW THE BUILDER SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO OR RESULTING FROM ANY DAMAGE TO OR DEFECT IN SAID HOME OR THE PROPERTY ON WHICH IT IS LOCATED. HOWEVER, NOTHING CONTAINED HEREIN SHALL LIMIT ANY OF THE OWNER'S RIGHTS BY VIRTUE OF APPLICABLE FEDERAL OR STATE LAWS. (SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIN MAY NOT APPLY TO YOU.) THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. NOTHING CONTAINED HEREIN SHALL LIMIT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT MAY APPLY TO THIS TRANSACTION.
2. **Specific Description of certain Non-Warranted Items:** This Section 3 is designed to help the Owner better understand some of the changes and maintenance items that may occur in the Home during the first year or so of occupancy, and also to more specifically describe and explain certain items which are NOT covered by this Limited Warranty. Failure to include any item in this Section 3, or to specifically exclude any item that is not actually covered by this Limited Warranty, shall not create any presumption or implication whatever that the item is covered by this Limited Warranty.
3. **General Comments:** The Home will require more maintenance and care than most products, since it is made up of many different components, each with their/its own special characteristics. Furthermore, like other products made by humans a house is not perfect. The Home will show some minor flaw and unforeseeable defects, and it may require some adjustments and touching up.
4. **Manufacturers' Warranties:** Certain items that are not covered by this Limited Warranty may be covered by manufacturers' warranties. Those manufacturers' warranties are listed in Section 4 of this Limited Warranty. Any rights of the Owner under those warranties are only provided by the manufacturers, and BUILDER DOES NOT ASSUME ANY OF THE OBLIGATIONS UNDER THOSE MANUFACTURERS' WARRANTIES.

5. **Specific Non-Warranted Conditions:** In addition to all of the other limitations on the coverage of this Limited Warranty, the following items are specifically not covered.
1. Any change 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. Builder assumes no responsibility whatsoever for the grading or stagnant pool formation if the established pattern is altered.
  2. 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 1 shall be warranted.
  3. 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 1.
  4. During prolonged cold spells, ice build-up is likely to occur at the eaves and valleys of the roof. This condition occurs when snow and ice accumulate and gutters and down spouts freeze up. Prevention of ice build-up is specifically not warranted. Leaks as a result of ice build-up are also specifically not warranted.
  5. Attic vents and/or louvers must be provided in order to properly ventilate the Home. Leaks due to snow or rain driven into the attic through louvers or vents are not covered by this Limited Warranty.
  6. 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. The Builder 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.
  7. Any damage or defects resulting from acts of God are not warranted and should be handled through the Owner's hazard insurance carrier.
  8. (A) Most bricks will discolor due to the elements, rain run-off, weathering or 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 fire bricks and mortar joints. These cracks are specifically not warranted.
  9. Exterior and interior caulking, and caulking in bathtubs and 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 1. Caulk and grout are also specifically not warranted.
  10. Wood will sometimes crack or "spread apart" due to the drying process. This is 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.
  11. There is no way to eliminate all floor squeaks, which are specifically not warranted. Generally floor squeaks will appear and disappear over time with changes in weather.
  12. Windows will collect condensation on interior surfaces when extreme temperature differences and high humidity levels are present. Condensation is usually the result of climatic/humidity conditions created by the Owner within the Home. Unless directly attributed to faulty installation, window condensation is a result of a condition beyond the Builder's control and is specifically not warranted. Window "chatter" associated with wind conditions is normal and is also specifically not warranted.
  13. Broken glass or mirrors which are not noted on the pre-closing walkthrough inspection form prior to the closing of the sale of the Home will not be warranted.

14. Drywall (sheetrock) 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 1, sheetrock cracks, nail pops, seams, joints, corners, etc., are specifically not warranted.
15. 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 defects with interior painting and/or staining that are not noted at the pre-closing walkthrough inspection are not covered by this Limited Warranty. No painting is covered by this Limited Warranty except as specifically provided in Section 1.
16. Mildew or fungus can form on a painted surface if the structure is subject to abnormal exposures, such as excessive rainfall or moisture. Mildew or fungus formation is a condition that cannot be controlled by the Builder and is an Owner maintenance item.
17. All items that are stained will have color variation, due to the different textures of woods. 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 1.
18. If the plumbing is “stopped up” during the term of this Limited Warranty and the person servicing the plumbing on behalf of the Builder finds foreign material in the line, the Owner will be billed for the service call.
19. The Owner must take precaution to prevent freezing during severe cold weather, such as removing outside hoses from sillcocks, leaving faucets with a slight drip, and turning off the water system if the house is to be left for extended periods during cold weather. Except as stated in Section 1, frozen pipes are not warranted. Under no circumstances are sillcocks warranted.
20. The heating and air conditioning system is covered by a manufacturer’s warranty. It is the Owner’s responsibility to make sure that filters are kept clean and changed on a thirty (30) day basis. Failure to do so may void that Limited Warranty. It is also good policy to have the equipment serviced or checked at least once a year.
21. Air conditioner condensation lines will clog eventually under normal use. This is an Owner maintenance item. The Builder shall provide unobstructed condensation lines at the time of first occupancy only.
22. When metal is heated it expands, and when cooled it contracts. The result is “ticking” or “crackling” within the ductwork, which is generally to be expected. Except as stated in Section 1, ductwork is not warranted.
23. Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. The Builder has installed ground fault interrupter circuits in accordance with approved electrical codes. Tripping is to be expected and is not a warranty item. Service calls to reset tripped breakers will be billed to the Owner.
24. Electrical junction boxes on exterior walls may produce air flow 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.
25. 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 stains from carpet or wood or 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 pre-closing walkthrough inspection prior to the closing are not warranted.
26. Exposure to light may cause spots and/or fading on carpets. These conditions are not warranted.
  27. Floor panels will shrink and expand, and may expose unpainted surfaces. This is normal and not warranted.
  28. The upkeep of cosmetic aspects of the Home is the Owner's responsibility. The Builder 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, 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 pre-closing walkthrough inspection are not covered by this Limited Warranty.
  29. Countertops: Laminate countertop seams are not waterproof and therefore repeated exposure to standing water will cause delaminating of the surface and swelling of the wood underneath the laminate. Also, constant or extreme heat will cause seam delaminating (i.e. coffee pots, crock pots, etc.). These are conditions that cannot be controlled by the Builder and is an Owner maintenance issue and not covered by the Builder or the Warranty.
  30. The Builder accepts no responsibility for the growth of grass or shrubs or trees. Once the Builder grades, seeds, or sods the property, it is the responsibility of the Owner to water and maintain the lawn and plants. The Builder will not re-grade the yard, nor remove or replace any shrubs or trees or sod except for those, which are noted as diseased at the pre-closing walkthrough inspection. Under no circumstances is sod a warranted item.
  31. Chips and cracks on surfaces of bathtubs, sinks, etc., can occur when the surface is hit with sharp or heavy objects. The Builder shall not be responsible for repair of such damages unless the damage was reported to the Builder at the time of the pre-closing walkthrough inspection of the Home prior to the closing.
  32. The Builder 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, shrinking, settling or any other problems whatsoever. With respect to all other concrete, except as specifically described in Section 1 Builder specifically does not warrant and shall not be responsible for repairing, replacing or correcting any minor cracking, flaking, scaling, spalling, pitting, discoloration, expanding, shrinking, 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. Builder does not warrant, and shall not be responsible for, any work performed or material supplied in accordance with any plans or specifications supplied, prepared or requested by Owner, or by anyone on behalf of Owner, or for any defects caused or made worse by the negligence, improper maintenance or other action by Owner or anyone else other than Builder or Builder's employees, agents and contractors.
  34. Defects in outbuilding including detached garages and detached carports, (except outbuildings which contain the plumbing, electrical, heating, cooling or ventilation systems serving 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 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 to anyone other than the Builder or his 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 was 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:
  1. Negligence, improper maintenance or improper operation by anyone other than Builder or employees of, agents or subcontractors.
  2. Failure by the Owner to give prompt and proper notice to the Builder of defects.
  3. Loss or damage not caused by a defect in the construction of the Home by the Builder, or his employees, agents or subcontractors.
  4. 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, flood, rising water, mud slides, earthquakes, volcanic eruption, abuse or use of the Home, or any part thereof, or by any other external cause;
  5. Presence of or damage from insects, birds, or rodents.
  6. Any loss or damage which arises while the Home is being used primarily for nonresidential purposes.
  7. Any condition which does not result in actual physical damage to the Home.
  8. 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.
  9. Normal wear and tear and deterioration;
  10. Failure of Builder to complete construction;
  11. Dampness or condensation due to the failure of the Owner to maintain adequate ventilation;
  12. Failure by the Owner or by anyone other than the Builder or employees, agents, or subcontractors, to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures.

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## SECTION 4 – MANUFACTURER’S WARRANTIES

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1. **Registration Forms:** The initial Owner will be given the appropriate forms to register the items listed below for the manufacturers’ warranties. It shall be solely the Owner’s responsibility to make those registrations. The only warranty on those items is the manufacturer’s warranty and the Builder is in no way responsible for their performance or for any condition beyond the manufacturer’s warranty.
2. **Items Covered By Manufacturers’ Warranties:** The following items are covered by manufacturers’ warranties:
  - A. Dishwasher and Refrigerator
  - B. Ovens, Cooktops and/or Microwave
  - C. Kitchen Vent Fan
  - D. Light Fixtures/Ceiling Fans
  - E. Central Air Conditioner
  - F. Furnace
  - G. Water Heater
  - H. Garage Door Opener
  - I. All other manufactured items installed in home that carry a Manufacturer’s Warranty

### Appliance Warranty Information

***Appliances are subject to manufacturer’s warranty. Please register your appliances with your move in date to commence your warranty. If you do not register your warranty start date will default to the manufacturer ship date. For more information on your appliance warranty or to start a service request see below:***

Kitchen aid:

To register your appliances: : <https://www.kitchenaid.com/register.html>  
Log Service request online at <https://www.kitchenaid.com/service-and-support.html>  
Call Service department 1 -800- 422-1230

GE:

To Register your appliances <https://appliances.force.com/>  
Log Service request online at <https://genet.geappliances.com/>  
Call Service Department 1-800-432-2737

### Window & Door Warranty Information

Your windows have a limited lifetime warranty with Milgard. To find more information or to submit a service request visit <https://www.milgard.com/warranty/>. Before you submit a service ticket be sure to have your sales order number. It is located in the top corner of your window or patio door between the two panes of glass on the metal spacer. It consists of a five to eight digit number followed by a decimal and three digits.



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## SECTION 5 – MISCELLANEOUS

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1. Repairs required under this Limited Warranty shall be performed in the manner, and using such materials, and methods, as shall be considered advisable by the Builder.
2. Repairs shall be finished or touched up to match surrounding areas as closely as practicable. However, exact match cannot be guaranteed.
3. Notwithstanding anything else contained herein, for any problem covered by this Limited Warranty, the Builder in its sole discretion may repair, replace, or pay the Owner the reasonable cost of repairing or replacing the defective item.
4. Notwithstanding anything else contained herein, the Builder's total liability for deficiencies under this Limited Warranty is limited to the purchase price of the Home.
5. Steps taken to correct defects shall not act to extend the term of this Limited Warranty.
6. If the Builder repairs or replaces, or pays the reasonable cost of repairing or replacing, any defect covered by this Limited Warranty which is covered by any other insurance or warranty the Owner must, upon request of the Builder, assign the proceeds of such insurance or the rights under such warranties to the Builder to the extent of the cost to the Builder of such repair, replacement or payment.
7. Should any provision of this Limited Warranty be deemed unenforceable by a court of competence jurisdiction, that determination will not affect the enforceability of the remaining provisions.
8. This Limited Warranty is to be governed by and construed in accordance with the laws of the state in which the Home is located.
9. This Limited Warranty may not be modified or amended in any respect except upon written amendment signed by both the Builder and the then current Owner.
10. This Limited Warranty contains the entire express warranty granted by the Builder to the Owner and supersedes any previous contracts or agreements or representations relating to warranties, weather oral or written. **OWNER ACKNOWLEDGES THAT THE BUILDER HAS MADE NO REPRESENTATIONS, PROMISES, WARRANTIES OR AGREEMENTS WHATSOEVER CONCERNING THE HOME OR THE PROPERTY ON WHICH IT IS LOCATED WHICH ARE NOT STATED HEREIN. THIS LIMITED WARRANTY GIVES SPECIFIC LEGAL RIGHTS TO THE OWNER, OTHER LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE, MAY ALSO BE AVAILABLE.**
11. **No warranty or call back work will performed unless all balances due and payable to Westcraft Homes have been paid in full.** Any unpaid balances due to Westcraft Homes after 30 days from closing date must be paid in full or this warranty is null and void. This excludes any escrow balances due to Westcraft Homes.
12. No warranty or call back work will be performed if at any time the homeowner contacts Subcontractors, suppliers or other builder partners directly without the knowledge of the builder. This is not limited to status of work, material orders or delays. The homeowner forfeits all warranty work in any instance that contact is made via phone, text or email or any form of communication. Call backs for scheduling are initiated and addressed by the builder not the homeowner.
13. No warranty or call back work will be performed if the homeowner alters, in any way, the grading or onsite standard landscaping during the warranty period. The builder ensures adequate drainage and erosion control before the install of all landscaping to avoid adversely impacting the site or other sites, altering this grade or sprinkler systems at any time will forfeit all warranty work on site or home due to potential for damage to both.
14. No warranty or call back work will be performed if at any time the homeowner becomes overly irate, speaks or acts in a threatening or belligerent manner to any Westcraft Builder employee, subcontractor, or any representative of the builder. The homeowner forfeits all warranty work in any instance that involves verbal profanity or unacceptable hostile behavior and this warranty will be null and void from that point forward.

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## SECTION 6 – PROCEDURE FOR 60 DAY AND/OR 11<sup>TH</sup> MONTH WARRANTY ASSESSMENT VISIT(S) REQUEST

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Procedures relating to the performance under the warranty by Westcraft Homes, and all requests for warranty service by homeowner shall be as follows:

1. 60 Day & 11<sup>th</sup> Month Request: **All Warranty Claims must be submitted through Buildertrend** under the Warranty Section of your Owners Homepage. Prior to your 60 Day & 11 Month warranty date the homeowner will receive an email from our Warranty Coordinator with a instructions to Login to Buildertrend and file any claims. Homeowner must document in detail and provide photos when possible of any issues experienced that are covered by the One Year Builder Warranty when requesting a Warranty Assessment Visit. (Instructions on how to Login to Buildertrend and file your warranty claims can be found on the next page). If you do not have internet access, please contact the Warranty Coordinator and we can fax or mail you a form to submit your request in writing.
2. Once Westcraft Homes receives your request a representative of the company will come out and assess each issue to determine coverage eligibility and possible solutions.
3. When the assessment visit is completed Westcraft Homes will work with the homeowner to schedule any and all visits that may be required to perform all agreed upon repairs. Westcraft Homes requires that a 18+ year old representative of the homeowner be present during all visits requiring access to the interior of the home or garage or an executed copy of an Authorization-To-Enter-Form be issued for each visit where a homeowners representative cannot be present.
4. If the issue occurring is an emergency, the homeowner may contact the Builder immediately, and steps will be taken to facilitate the problem. Problems of this nature may be repaired temporarily until such time a more permanent repair can be made.

For any questions or concerns regarding the warranty process or any portion of this manual please contact:

**Zach Putman – Phone: (406) 249-2243**  
[buildertrend@westcrafthomes.com](mailto:buildertrend@westcrafthomes.com)



## **INSTRUCTIONS FOR FILING A WARRANTY CLAIM**

- STEP 1:** Go To The Buildertrend Website: [www.buildertrend.net](http://www.buildertrend.net)
- STEP 2:** Enter Username & Password  
(This Was Created When You Accepted Your Invitation To Join Buildertrend)
- STEP 3:** Select “**Login**” Which Will Take You To Your **Owner Homepage**
- STEP 4:** Select “**Warranty**” Tab On Upper Right Of **Owner Homepage**
- STEP 5:** Select “**New Claim**”
- STEP 6:** **Add A New Service Request** - Enter Your Claim By Filling In The Following Items:  
**Title** - Use **60 Day** or **11 Month** Depending On Which Phase Of Warranty You Are In  
**Category** - Enter A Category Such As Plumbing, Electrical, Cabinets, Windows, Landscaping, Etc.  
**Description** - Enter A Brief Description Of The Issue  
**Photos** – Please Upload Any Photos That May Help Us To Visualize The Issue
- STEP 7:** **SAVE** - You Must Save The Claim By Selecting The “**SAVE**” Button At The Top Of The Page
- STEP 8:** File An Individual Claim For Each Item On Your List By Repeating Steps 5-7

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## SECTION 7 - BUILDER'S EMERGENCY SERVICE PROCEDURES

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We understand that all situations requiring immediate attention won't always happen during normal working hours. For this reason Westcraft Homes has supplied you with an emergency phone number for the appropriate service required below.

### ALL EMERGENCY'S NOT REQUIRING 911 CONTACT:

**WESTCRAFT HOMES WARRANTY LINE: (406) 249-2243**

Help us service you better – know and use the appropriate procedures for reporting problems.

### EMERGENCYS INCLUDE:

1. Electrical Outage
2. Water Outage
3. Furnace Outage
4. Gas leak or Outage
5. Water Leak, from any source
6. A NON-OPERABLE exterior door or lock

Please go through the following checklist prior to calling. **(Air-conditioning problems are corrected during normal working hours in the order they are reported).**

### HEATING/COOLING

*(Please confirm that your home was purchased with A/C equipment prior to contacting Westcraft Homes. Not all homes include A/C equipment even though the home may be plumbed and wired to allow for easy installation of an A/C unit at a later date by others)*

1. Check breaker box for a switch that may need resetting. A tripped breaker must be turned all the way off and then back to reset.
2. Thermostat setting. On models with air-conditioning the system switch must be on "heat" and the fan switch should be on "auto".
3. Pilot. If the pilot is out, follow instructions on the furnace or in the manufacture's literature to re-light. Some furnaces have electronic ignition, if that is the case ignore #3.
4. Gas valve in "on" position. This is the last step in lighting the pilot and is frequently overlooked.
5. Bottom cover. Often the bottom panel on your furnace holds in a button (similar to the button on a clothes dryer) and the furnace fan will not operate if the button is not held in place.
6. Manual switch "on". This looks like a light switch and is located on the side of the furnace, next to the fuse.

## **PLUMBING – GAS OR WATER LEAK**

1. Gas leaks are to be reported immediately to your local GAS SERVICE COMPANY. The reporting of this emergency to the Builder's 24-hour number should be secondary to the call made to your local GAS SERVICE COMPANY.
2. Water shut off valves are often located behind toilets and under sinks. Use these valves immediately when shutting down the water supply to a particular fixture or appliance is necessary.
3. The home water supply can be shut off supplying all water throughout the home. This valve is normally located in the basement or crawl space of the home on the wall nearest the street.
4. The City water service can be shut off to eliminate all water supplied to the home from the street. This is usually located in the front of the home near the street.

## **ELECTRICAL**

1. Always check the main breaker at the top of your breaker box before calling.
2. Check all GFI switches prior to calling.

## **WATER LEAKS**

1. Immediately collect the water entering the home by means of buckets, pans, towels plastic etc., to prevent damage from the water. Any water leak is considered an emergency and Westcraft Homes should be contacted immediately.

