

**NEW HOME  
WARRANTY**



865.777.1700 | Turner Homes, LLC  
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**NAME OF BUILDER:** Turner Homes, LLC

(Herein known as BUILDER throughout this warranty)

## **POLICY AND PROCEDURES**

### **WARRANTY STATEMENT**

BUILDER warranties certain items of the property, as described herein, and provides a full warranty of the installation only of certain fixtures and equipment of appliances, water heaters, heating and air-conditioning systems, and other items as described herein, for a period of one (1) year from the earliest of date of closing or occupancy, whichever is first. BUILDER's warranty program covers only the newly constructed property and does not extend to personal property or fixtures located within the dwelling unit, such as the water heater, air conditioning, or heating units. Such items are covered by the manufacturer's warranty, which may be either a limited or general warranty. Each home purchaser will be furnished with a copy of the manufacturer's warranty covering the fixtures and other items of personal property located within the dwelling which will indicate the term of the manufacturer's warranty and whether or not such warranty is a limited or general warranty. BUILDER's warranty extends to the original owner only. All items must be reported within the first year to be considered valid.

Items under warranty that have been altered, adjusted, or worked upon in any other manner by the purchaser will invalidate any further warranty by BUILDER, its subcontractors or the manufacturer.

BUILDER will not assume any responsibility for damages where it is evident that misuse or neglect on the part of the homeowner is the primary cause of said damages.

In the event that item(s) must be repaired or replaced, the warranty on these items is not extended past the date of one year of occupancy. All items, whether repaired, replaced or their original items, are covered for only the first year of occupancy.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

### **WARRANTY SERVICE REQUESTS**

#### **I. Routine Request**

In order to give you the best service possible from our Warranty Department, we require that warranty items (including room & description of problem) be submitted **only** through your BuilderTrend owner portal. Any other channels will merely delay the processing of your request. Do not input a list as a single claim; each issue should be an individual claim. Be as descriptive as possible and include any pictures you may have. See the provided warranty tutorial for help & instructions on submitting warranty claims.

We cannot honor verbal requests. Telephone calls of a routine nature will not be accepted because of the wide margin of misunderstanding. All requests must be submitted through BuilderTrend to be considered valid.

Under normal circumstances, we allow a four-week period for the completion of routine request from the time we receive your list. Although requests receive prompt attention by our organization, there are times when subcontractors may be unavoidably delayed. Weather conditions, unavailability of proper materials or labor shortages may delay immediate action.

Our one-year warranty is set up as two time periods: 2 months and 11 months. All requests made within the first two months will be handled at the 2-month check-in, and the same process is followed for the 11-month check-in. All other requests will be handled at our discretion & based on the emergency nature of the request.

## **II. Emergency Service**

You may be sure that emergency repairs shall be taken care of immediately. For any emergencies, please refer to Page 12 for a list of emergency numbers. For all other emergencies, please contact our office at 865-777-1700 and qualified help will be located.

# **WARRANTIES**

## **WARRANTY BY MANUFACTURER AND/OR CONTRACTOR**

The following warranties are guaranteed by the manufacturers of said products. BUILDER and its subcontractors will fully warrant only the installation of said items for a period of one (1) year. All other warranties stated are for the original owner only. In order to validate your manufacturer's warranty, you must complete the warranty registration cards and mail them to the manufacturer within **thirty (30) days** of occupancy.

Please note that the manufacturer's warranty will typically cover parts and labor for a period of one (1) year. Any installation or labor charges after one year will be the responsibility of the homeowner. See manufacturer's warranty to determine if warranty is full or limited.

### **I. Heating and Air-Conditioning**

Heating: BUILDER, and its subcontractors fully warrant the **installation only** of a heating system. Should you experience any complications with functionality not related to installation, contact the manufacturer or supplier. Normally, the manufacturer warrants the furnace to the first homeowner to be free from defects in material and workmanship for a period of one (1) year. See manufacturer's warranty to determine full details.

For better performance, and a cleaner home, you should change your filters every 30 days during winter and summer. After your first heating season, you can make arrangements with our heating contractor, or some other reliable contractor, for service.

For best results, keep your thermostat set at the desired temperature and do not constantly move it up and down.

Do not store any combustible materials near your furnace.

Air Conditioning: BUILDER, and our subcontractors will fully warrant the **installation only** of your system for a period of one (1) year. Should you experience any complications with functionality not related to installation, contact the manufacturer or supplier.

Normally, the manufacturer warrants that during the first year there will be no charge for the compressor or for the labor to change it. After the first year, labor and "freon" will not be included in the warranty. **See manufacturer's warranty to determine full details.**

### **II. Water Heaters**

Gas/Electric Water Heater: BUILDER and its subcontractors both fully warrant the **installation only** of your water heater for a period of one (1) year. Should you experience any complications with functionality not related to installation, contact the manufacturer or supplier. Your thermostat is initially set at a proper level for adequate hot water. Please do not constantly readjust this thermostat.

The manufacturer's warranty is typically for five (5) years. Water heater element and other electrical parts are under warranty for one (1) year. The tank is under warranty for five (5) years on a prorated cost basis. **See manufacturer's warranty to determine full details.**

If for any reason the water heater is shut off and the water drained from the tank, please make certain that the water is turned back on and the tank is full before you make any attempt to turn the heater back on. Failure to do so will damage your unit. Do not store gas cans or any other combustible materials near your water heater.

### **III. Plumbing & Caulking**

The water and drainage pipes in the plumbing system in your home are under warranty by BUILDER and its subcontractors for a period of one (1) year. This warranty covers major faults such as water lines separating, faulty equipment, and faulty or improper installation; but, it does **not** cover broken pipes due to the freezing temperature or damage due to frozen pipes. Plumbing leaks should be reported to our warranty department **immediately**.

The following plumbing items are under warranty for a one (1) year period: faucet drips, sewer line stoppage, flushing mechanisms on toilets, and leaks under the kitchen and bathroom sinks. After one (1) year, these items will be the responsibility of the homeowner. If the plumbing is "stopped up" during the warranty period and person servicing the plumbing finds foreign material in the line, the owner will be billed for the call.

Exterior and interior caulking in bathtubs, shower stalls, and ceramic tile surfaces will crack or bleed in the months after installation. This is normal and should **not** be considered a warranty issue. This is not covered by warranty and is to be maintained by the homeowner.

### **IV. Electrical System**

BUILDER, and its subcontractors will warrant the wiring in your electrical system for a period of one (1) year.

All circuits in your home are protected by automatic circuit breakers. No fuses are required. Upon any electrical failures, check your circuit breaker first. Simply reset the switch by returning it to its normal position. Disconnect and check the lamp cords or small appliances on the circuit with which you are having trouble.

Electrical warranty will cover any defects in receptacles, breakers, or switches for a one (1) year period. Any defect in the overall electrical wiring system will be under warranty for a period of one (1) year from the date of occupancy.

### **V. Major Kitchen Equipment**

BUILDER, and its subcontractors fully warrant the **installation only** on major kitchen equipment. Should you experience any complications with functionality not related to installation, contact the manufacturer or supplier. All other warranty is covered by the manufacturer or supplier.

Normally, any part of one of the major appliances furnished as part of the dwelling that proves to be defective in materials or workmanship within a one (1) year period from the date of occupancy will be repaired or replaced by the manufacturer with a new or functionally operating part, free of charge. Service labor required to replace such defective parts or make mechanical adjustments so that it performs to design specifications will be free of charge for a period of one (1) year following the date of original purchase/registration.

You must make certain that you fill out and mail the warranty card to all your appliances in order to validate the manufacturer's warranty. **See manufacturer's warranty to determine full details.**

## WARRANTY ON STRUCTURAL ITEMS

BUILDER, warrants that your house is constructed substantially according to the plans, specifications, and any other approved change orders. We consider the following items to be structural in nature under this warranty: footings, foundation, concrete slab, framing, and roofing.

### I. Footings

Footing is under warranty by BUILDER, against abnormal settlement for a period of one (1) year. In the event that a settlement of the footing is reported within the warranty period, BUILDER, will determine the method and extent of the correction

### II. Foundation

Foundation is under the warranty by builder, against abnormal settlement for a period of one year. This shall not be construed to mean that a foundation will not crack, but it does mean that builder will repair any crack exceeding 1/2" within the first year of occupancy.

### III. Termite Treatment

Your home has been sprayed for termites during construction. We warrant your home against termites for a period of one (1) year. After your first year of occupancy, you should contact a termite company to check your home annually for termites.

### IV. Concrete Slab Floor

The concrete slab floor is under warranty by BUILDER, for a period of one (1) year against abnormal settlement, but not against ordinary expansion cracks which are quite normal and common. Please note also that it is quite normal for concrete slab floors to be slightly irregular or uneven. In an event that settlement occurs which causes damage to the sheetrock, BUILDER will repair the sheetrock damage as it is listed on the 2-month and 11-month warranty request.

### V. Roof

BUILDER guarantees the roof against leaks from shrinkage or settlement only for a period of one (1) year from the date of occupancy. Any damage to the roof from natural elements is covered by your insurance company and is not the responsibility of BUILDER.

Occasionally the plywood sheathing on the roof will show a slight irregularity of smoothness. This is quite normal and will not be replaced.

### VI. Settlement, Shrinkage and Condensation

The conditions stated below are considered normal for a new structure, and unless any of the items are of an extreme nature, repair will be at the homeowner's expense.

Lumber, a porous material, easily absorbs moisture. During construction it is exposed to various weather conditions and naturally absorbs moisture from the atmosphere. In fact, lumber can become saturated, even though it does not come directly in contact with the rain. When there is a decrease in the moisture content of a piece of lumber, shrinkage occurs. A new house may therefore actually decrease in size as a result of shrinkage.

The amount of shrinkage is directly proportional to the weight of the lumber and the heat involved. The greater the weight and the faster the drying process, the greater the shrinkage. Reverse conditions will have opposite consequences. This causes uneven shrinkage.

The appearance of cracks and uneven floors result from the exterior walls in an area of approximately three feet inside these walls not shrinking at the same rate as the lumber in the interior portion of moisture from the atmosphere outside the house and may swell and expand, whereas the internal heating, conversely, dries and shrinks.

Some of the direct results of shrinkage may be:

1. Interior wood boards may slightly crack and caulking shrinks.
2. Various wood trim and hardwood floors separate. For example:
  - a. 1/4 round molding separates from the baseboard in a downward direction.
  - b. A space appears where the stairway meets the wall and trim.
3. Appearance of cracks above archways.
4. Exterior and interior doors do not function properly.
5. Miter joints where the trim meets, corners open slightly.
6. "Nail pops" appear in the drywall.
7. Base units or the kitchen cabinets appear to move from their original position, and the counter tops separate from the wall.
8. Grout cracks around the tile and bathtub.

The above conditions are normal. Not all of them will occur in every home. Do not attempt to remedy any of these problems during the first heating period.

Every effort has been made to minimize shrinkage in your home. At this time, there is no preventative measure known to completely eliminate shrinkage. After shrinkage has taken place, lumber will not absorb as much moisture from the atmosphere as it did during construction.

Settlement occurs when the earth beneath the footing compact from the weight of the new building upon it. It is normal for a new home to settle, and it is beyond anyone's control. Settlement often causes slight cracks in foundation walls and concrete slabs despite proper compaction.

Condensation takes place when warm, moist air comes in contact with a cold surface. Condensation may appear on water pipes, commode, foundation walls, concrete floors, and windows. It generally appears in the rooms below the grade level during the hot summer months. The foundation walls are the lowest part of a home, and this area is therefore the coolest section of the house. When the windows in this area are open, and extreme heat comes into contact with these cooler objects, moisture from the air will be deposited on the surfaces. A fan or dehumidifier can help remedy the situation.

Excessive moisture usually appears first on the inside of window panes and in unfinished or unventilated areas, such as basements and crawlspaces. Your new home has been tightly constructed and well insulated. This moisture can be expelled only by adequate ventilation. BUILDER is not held liable for any mold or mildew growth from excessive moisture.

## **WARRANTY ON NON-STRUCTURAL ITEMS**

The following items are not considered to be structural nature and therefore are not covered by BUILDER's general warranty. The warranty on these items shall be as is stated in the following information.

### **I. Interior and Exterior Doors**

All doors may bind at times. Don't be hasty in adjusting, planing, or cutting your doors; the problem may correct itself. Exterior doors are subject to severe conditions because of the exposure to both internal heat and external elements. A certain amount of warping should be expected.

Any door adjustments relative to warping, expanding, etc. will be made at the end of your year of occupancy as reported on your final 11-month warranty service request.

Six panel exterior wood doors will, under normal conditions have slight hairline cracks due to weather and cannot be guaranteed against such. Door locks and miscellaneous hardware are under warranty for a period of one year.

## **II. Trim**

Due to the fact that it is normal for base shoe molding to separate slightly from the floor, there is no warranty covering this. However, cracks exceeding 1/4" in door trim at the joint will be filled and touched up if requested on your final 11-month service request.

## **III. Sheetrock (Drywall)**

Often, natural shrinkage and normal settling are misunderstood for poor workmanship. Drywall defects, such as nail-pops and cracks, will be repaired at the 11-month check-in without charge, and this drywall repair will include any painting. Please be aware that we cannot guarantee an exact paint match, as paint color is affected over time by UV rays, cleaning, decorations, and availability.

In case a wall is damaged by a plumbing leak caused by BUILDER, within the first 12 months of occupancy, we will repair the wall and will re-decorate the wall involved. We cannot guarantee matching paint color due to UV damage, fading, or paint manufacturing differences.

## **IV. Interior and Exterior Paint**

BUILDER will guarantee the exterior paint on the house will not the peel for a period of one (1) year; the first 12 months of occupancy. In the event the paint on the exterior does peel, BUILDER will scrape the immediate area of the paint peeling and remove any loose paint and repaint that particular board or the immediate area that is involved only. We will try, but cannot guarantee matching a paint color. This guarantee does not apply to the natural fading of paint on a house.

The interior paint on the house is not guaranteed against normal wear and tear other than peeling around the windows.

## **V. Vinyl Floor Covering**

Vinyl flooring is guaranteed by BUILDER for one (1) year against bubbles, seams coming loose, or cracking. Neither the manufacturer nor BUILDER will guarantee vinyl flooring not to shrink.

In the event that any repairs are necessary on vinyl flooring, the damaged area will only be repaired with new material. However, we cannot guarantee the dye lot number to be the same as that originally installed. Scratches or damage to vinyl must be reported prior to occupancy, otherwise we cannot assume responsibility.

## **VI. Roof Guttering**

Your roof guttering is under warranty for one (1) year, including joints separating, and guttering and downspouts becoming unattached. Your warranty does not include cleaning out of leaves and debris, nor the adherence of paint.

## **VII. Countertops**

Countertops are guaranteed by BUILDER against improper installation for a period of one (1) year. Any cracks, chips, gouges, burns or scratches must be reported prior to occupancy, otherwise we will assume no responsibility for these items.

## **VIII. Insulation**

BUILDER guarantees that the insulation is installed according to the plans and specifications and meets with the local building code requirements.

## **IX. Carpet**

Carpeting is under limited warranty by BUILDER and its subcontractor for a period of one (1) year again separation of seams and faulty installation.

## X. Cosmetic Items

The upkeep of cosmetic aspects of your home is your responsibility. You have not contracted with the builder to cover ordinary wear and tear or other occurrences subsequent to construction that affect the condition of features in your home. Chips, scratches, or mars in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, countertops (cultured marble, granite, quartz, marble, Formica, or otherwise), lighting fixtures, kitchen and other appliances, doors, paneling, siding, screens, windows, carpet, vinyl floors, cabinets, etc., which are not recognized and noted by you at final inspection are not warrantable conditions.

## **WARRANTY OF EXTERIOR**

### I. Concrete Areas

Concrete patios of your home are under a warranty by the builder for a period of one (1) year from the date of occupancy. Walkways are covered by the same warranty.

Normal shrinkage of concrete will sometimes cause cracks in paved concrete areas. Joints have been placed at appropriate intervals to help control cracking. Every precaution has been taken to prevent cracking and chipping of concrete, but on occasion it will occur through no construction fault of ours. Any cracking that exceeds 1/2" will be filled if it is reported within one (1) year of occupancy. Anything less than 1/2" is considered normal and will not be repaired.

Our warranty also includes a guarantee that no area will have standing water in excess of one inch (1"). In such a case the low area will be sectioned out and re-poured to correct the problem. We cannot guarantee that the concrete repair will be the same color as the original concrete.

The warranty will cover deterioration of concrete surface due to improper installation or mixture, but not due to the use of salt or other materials which damage the surface.

### II. Yards - Drainage

BUILDER will guarantee that in general no large standing areas of water will remain in your yard. This includes only the area seeded and landscaped in accordance with specifications. Your lot has been graded to ensure proper drainage away from your home. Should you wish to change the drainage pattern due to landscaping, installation of patio or service walks, or other reasons, be sure a proper drainage flow is retained. We assume no responsibility if the grading or established pattern is altered. We do not assume responsibility for springs, or continuous dampness of soil.

### III. Lawn and Shrubs

**We assume no responsibility for the growth of grass or shrubs.** Due to the unstable characteristics of both mother nature and plants themselves, landscaping is not an item covered by warranty. At the end of construction, we grade, seed, fertilize, and spread live ground cover. We will not re-grade a yard, nor remove or replace any sod, plant, shrubs, or trees. Once the home is closed, the maintenance & health of the yard is purely the homeowner's responsibility.

## WARRANTY TOLERANCES

This section details specific tolerances for warranty items.

### CONCRETE - INTERIOR & EXTERIOR

Tolerances	Warrantable	Exclusions
<p>&lt; ¼" Variance on following areas:</p> <ul style="list-style-type: none"> <li>• Uneven floors per 4ft span</li> <li>• Slab cracks - width or height</li> <li>• Expansion joints</li> <li>• Footing &amp; foundation wall cracks</li> <li>• Hairline cracks</li> </ul> <p>Efflorescence:</p> <ul style="list-style-type: none"> <li>• Chalky substance observable on concrete due to water drawn to surface as concrete cures.</li> </ul> <p>Texture &amp; color variation</p> <p>Surface water that dissipates within 48 hours</p>	<p>&gt; ¼" Variance on following areas:</p> <ul style="list-style-type: none"> <li>• Uneven floors per 4ft span</li> <li>• Slab cracks - width or height</li> <li>• Expansion joints</li> <li>• Footing &amp; foundation wall cracks</li> </ul> <p>Water in crawl space</p> <p>Bowed basement walls varying 1" per 8 ft. span</p> <p>Basement leaks</p>	<p>Humidity, condensation &amp; moisture from grading changes</p> <p>Leaks caused by storms, acts of God, or failure to maintain proper grade</p>

### WOOD DECKS

Tolerances	Warrantable	Exclusions
<p>Imperfections in wood material including knots, cracks and checks</p>	<p>Decks out of level &gt; ¼" per 4ft</p>	

### SITE DRAINAGE

Tolerances	Warrantable	Exclusions
<p>Standing or pooling water located greater than 10 ft. from the home</p> <p>Ground settlement</p>	<p>Standing or pooling water located within 10 feet of the home longer than 72 hours after a rain event</p>	<p>Modification of drainage or grade VOIDS entire site drainage warranty</p> <p>Installation of fencing and landscaping additions can modify drainage and void your site drainage warranty</p> <p>Soil erosion</p>

## ROOF

Tolerances	Warrantable	Exclusions
Shingle color variation	Shingle damage related to construction Gutter or downspout leaks	Damage due to ice-damming Mildew, algae and moss on roof surfaces

## EXTERIOR SIDING & TRIM

Tolerances	Warrantable	Exclusions
Siding color fading	Delaminated siding Bowed, buckled siding >¼" per 4ft Gaps between siding and trim >¼" Loose siding and trim	Siding color and texture matches are not guaranteed after a repair Warped vinyl siding due to thermal distortion

## EXTERIOR & INTERIOR PAINT

Tolerances	Warrantable	Exclusions
We will repaint the entire area only when affected area is ≥ 50% of surface, otherwise touch ups will only be made to affected areas  Mildew on exterior surfaces is normal	Deviations in drywall texture including humps > ¼" per 4ft Peeling of exterior paint	Blemishes where custom colors were painted after closing will be repaired but will not be repainted  Fading due to sun, wear & tear  Paint color and texture matches are not guaranteed after a repair  Fading due to sun, weather, wear & tear

## ELECTRICAL

Tolerances	Warrantable	Exclusions
Vibrating fans	Tripped breakers Malfunctioning switches & outlets Malfunctioning low voltage (phone & cable) outlets	

## COOLING & HEATING SYSTEM

Tolerances	Warrantable	Exclusions
Condensation lines vent directly to exterior of home - wet areas produced by condensation lines are expected	Installation only of HVAC system	

## PLUMBING & CAULKING

Tolerances	Warrantable	Exclusions
Cracking or bleeding in caulking in bathtubs, shower stalls, and tile surfaces	Faucet drips & flushing mechanisms on toilets  Sewer or septic line stoppage  Leaks under kitchen & bathroom sinks	Lines stopped up from foreign materials or other improper use  Broken or burst pipes due to freezing

## FLOORING

Tolerances	Warrantable	Exclusions
Floor squeaks are normal and may or may not be correctable.	Cracked tile, missing grout  Correctable floor squeaks  Gaps in hardwood > 1/8"	Flooring spots, stains, discoloration, or fading

## DOORS & WINDOWS

Tolerances	Warrantable	Exclusions
Condensation and/or frost on windows is normal  Air infiltration around sides of window pane are normal, particularly during high winds	Warped doors  Door adjustments, including rubbing & latching issues  Windows not operating correctly	

## CABINETS

Tolerances	Warrantable	Exclusions
<p>Gaps &lt; 1/8" between wall and cabinet</p> <p>Cabinet finish and color variation is normal and expected</p>	<p>Warped cabinet doors</p> <p>Drawers and/or doors not opening properly</p> <p>Gaps &gt; 1/8" between wall and cabinet</p>	

## GENERAL EXCLUSIONS

The following are items that are excluded from all warranty provided by Turner Homes, LLC.		
<p>Loss or damage to items in the home such as furniture, decorations, or fixtures not from construction</p>	<p>Appliances</p> <p>Landscaping</p>	<p>Damage due to:</p> <ul style="list-style-type: none"> <li>• Negligence or misuse</li> <li>• Defects not noted at meetings or by email during construction</li> <li>• Changes in grading or soil movement</li> <li>• Changes made to home after closing</li> <li>• Wear and tear</li> <li>• Birds and/or vermin</li> <li>• Moisture, mildew, mold or rust</li> </ul>