

## PERFORMANCE GUIDELINES

These Performance Guidelines are provided in connection with and are agreed by the parties to satisfy the requirements of Minnesota Statutes Section 326B.809(b).

### 1. SITE WORK

#### A. *Site Grading*

Settling of ground around foundation walls, utility trenches or other filled areas shall not interfere with water drainage away from the home.

If the Builder provides final grading, the Builder shall fill settled areas affecting property drainage prior to closing. If final grading before closing is not possible, a reasonable completion date for final grading shall be established at the closing.

#### B. *Site Drainage*

The necessary grades and swales shall have been established by the Builder to insure proper drainage away from the home. Standing or ponding water shall not remain for extended periods in the immediate area after a rain (generally no more than 24 hours) except that in swales which drainage can be anticipated (generally no more than 48 hours). The possibility of standing water after an unusually heavy rainfall should be anticipated. No grading determination shall be made while there is frost or snow on the ground, or while the ground is saturated.

The Builder is responsible only for initially establishing the proper grades and swales. **The Home Owner is responsible for maintaining such grades and swales once they have been properly established.**

### 2. CONCRETE

#### A. *Concrete Walls*

##### 1. Foundation walls

Shrinkage or cracks are not unusual in concrete foundation walls. Such cracks greater than 1/8 inch in width shall be repaired by the builder.

##### 2. Basement floors

Minor cracks in concrete basement floors are normal. The builder shall repair all cracks exceeding 3/16 inch in width or 1/8 in vertical displacement by surface patching or other methods as required.

##### 3. Vapor Barrier

All basement floors shall require a minimum of six (6) mill polyethylene before concrete is poured.

##### 4. Garage slabs

The Builder shall repair cracks in garage slabs in excess of 1/4 inch in width or 1/4 inch in vertical displacement by surface patching or other methods as required.

##### 5. Concrete floors

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

purposes, concrete floors in rooms designed for habitability shall not have pits, depressions or areas of unevenness exceeding 1/4 inch in 32 inches. The Builder will correct or repair them to meet these specifications.

6. Concrete floors with finished flooring

Cracks which rupture the finished flooring material shall be repaired.

The Builder will repair cracks, as necessary, so as to not be readily apparent when the finish flooring materials are in place.

(See also Minimum Performance Standard VII, "Finishes.")

7. Other concrete work

Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions of weathering and use.

The Builder will take whatever corrective action necessary to repair or replace defective concrete surfaces. The builder is not responsible for deterioration caused by salt, chemicals, mechanical implements and other factors beyond its control.

8. Stoops, steps or garage floors

Stoops, steps or garage floors shall not settle, heave or separate in excess of one (1) inch from the house structures assuming "builder installed" soil drainage is maintained by the home owner.

Water should drain from outdoor stoops and steps. The possibility of minor water standing on stoops for a short period after rain can be anticipated.

The Builder shall take corrective action to meet these standards.

### **3. MASONRY**

#### *A. Masonry Block*

1. Basement or Foundation walls

Small cracks not affecting structural stability are not unusual in mortar joints of masonry foundation walls.

The Builder will repair cracks in excess of 1/8 inch by pointing or patching.

2. Masonry walls or veneer

Small hairline cracks due to shrinkage are common in mortar joints in masonry construction.

The Builder will repair cracks in excess of 3/8 inch by pointing or patching. Builder will not be responsible for color variation between old and new mortar.

### **4. WOOD AND PLASTIC**

#### *A. Rough Carpentry*

1. Floor squeaks

Floor squeaks and loose subfloor are often temporary conditions common to new construction. A squeak-proof floor cannot be guaranteed.

The Builder will correct the problem only if caused by an underlying construction defect.

2. Evenness of wood floors

Floors shall not have more than 1/4 inch ridge or depression within any 32-inch measurement when measured parallel to the joists. Allowable floor and ceiling joist deflections are governed by the applicable building code.

The Builder will correct or repair to meet these specifications.

3. Bowing of walls

All interior and exterior walls have slight variances on their finished surfaces. Bowing of wall should not detract from or blemish the wall's finished surface. Walls should not bow more than 1/4 inch out of line within any 32-inch horizontal or vertical measurement.

The Builder will correct or repair to meet these specifications.

4. Vertical plumb of walls

Walls should not be more than 1/4 inch out of plumb for any 32-inch vertical measurement.

The Builder will repair to meet this specification.

B. *Interior Finish Carpentry*

Joints in moldings or joint between moldings and adjacent surface shall not result in open joints exceeding 1/8 inch in width.

The Builder will repair defective joints, as defined. Caulking is acceptable.

C. *Exterior Finish Carpentry*

Joints between exterior trim elements, including siding and masonry, shall not result in open joints in excess of 3/8 inch. In all cases the exterior trim, masonry and siding shall be capable of performing its function to exclude the elements.

The Builder shall repair open joints, as defined. Caulking is acceptable.

**5. THERMAL AND MOISTURE PROTECTION**

A. *Waterproofing*

Leaks resulting in actual trickling of water shall be repaired. The Builder is not responsible for leaks caused by improper landscaping or failure to maintain proper grades. Dampness of the walls or floors may occur in new construction and is not considered a deficiency.

The Builder will take such action as necessary to correct basement leaks except where the cause is determined to result from Home Owner action or negligence.

B. *Insulation*

Insulation, air barrier and vapor retarder shall be installed in accordance with applicable energy and building code requirements.

The Builder will install insulation, air barrier and vapor retarder to meet these standards.\

C. *Louvers and Vents*

The Builder must provide attic vents and/or louvers for proper ventilation of the attic space of the structure.

D. *Roofing and Siding*

1. Roofs or flashing leaks

Roofs or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from Home Owner action or negligence.

The Builder will repair any verified roof or flashing leaks not caused by Home Owner action or negligence.

2. Standing water on flat roof

Water shall drain from a flat roof, except for minor ponding immediately following rainfall or when the roof is specifically designated for water retention.

The Builder will take corrective action to assure proper drainage of roof.

3. Delamination of veneer siding or joint separation

All siding shall be installed according to manufacturer and industry accepted standards. Separations and delaminations shall be repaired or replaced.

The Builder will repair or replace siding as needed unless caused by Home Owner's neglect to maintain siding properly. The repaired area may not match in color and/or texture. For surfaces requiring paint, the Builder will paint only the new materials. The Home Owner can expect that the newly painted surface may not match the original surface color.

E. *Metal and Gutters*

1. Gutters and downspouts

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

The Builder will repair leaks. It is a Home Owner's responsibility to keep gutters and downspouts free of leaves and debris, which could cause overflow.

2. Water standing in gutters

When gutter is unobstructed by debris, the water level shall not exceed one (1) inch in depth. Industry practice is to install gutters with required drainage. Consequently, it is entirely possible that small amounts of water will stand in certain sections of gutter immediately after rain.

The Builder will correct to meet these standards.

F. *Sealants*

Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to exclude the entry of water.

The Builder will repair and/or caulk joints or cracks in exterior wall surfaces as required to correct deficiencies one time only. **Even properly installed caulking will shrink and must be maintained during the life of the home by the Home Owner.**

## 6. DOORS AND WINDOWS

### A. *Wood and Clad Doors*

#### 1. Warpage of exterior doors

Exterior doors will warp to some degree due to temperature differential on inside and outside surfaces. However, they shall not warp to the extent that they become inoperable or cease to be weather resistant or exceed National Woodwork Manufactures Association Standards (1/4 inch, measured diagonally from corner to corner).

The Builder will correct or replace and refinish defective doors.

#### 2. Warpage of interior passage and closet doors

Interior doors (full openings) shall not warp in excess of National Woodwork Manufactures Association Standards (1/4 inch, measures diagonally from corner to corner).

The Builder will correct and replace and refinish defective doors to match existing doors as nearly as possible.

#### 3. Shrinkage of raised panels

Panels will shrink and expand and may expose unpainted surface. Builders are not responsible for this exposure.

#### 4. Split in door panel

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

The Builder will, if light is visible, fill split and match paint or stain as closely as possible.

### B. *Glass*

#### 1. Broken glass

Broken glass not reported to the Builder prior to closing is the Home Owners responsibility.

The Builder will replace all such broken glass, if given proper notice.

### C. *Garage Doors on Attached Garages*

Garage doors shall be installed as recommended by the manufacturer. Some entrance of the elements can be expected under abnormal conditions.

### D. *Wood, Vinyl and Metal Windows*

#### 1. Operation of windows

Windows shall operate with reasonable ease, as designed.

The Builder will correct or repair as required.\

#### 2. Condensation on windows

Windows will collect condensation on interior surfaces when extreme temperature differences and high humidity levels are present. **Condensation is usually the result of climatic conditions or humidity conditions created by the Home Owner.**

Unless directly attributed to faulty installation, window condensation is a result of conditions beyond the Builder's control. No corrective action is required.

E. *Weather-Stripping and Seals*

Some air filtration is normally noticeable around doors and windows, especially during high winds. Poorly fitted weather-stripping shall be adjusted or replaced. It may be necessary for the Home Owner to have storm doors and windows installed to provide solutions in high wind areas.

The Builder will adjust or correct poorly fitted doors, windows and poorly fitted weather-stripping.

**7. FINISHES**

A. *Lath and Plaster*

Hairline cracks are not unusual in interior walls and ceiling surfaces.

The Builder will repair cracks exceeding 1/8 inch in width as required, one time only.

B. *Gypsum Wallboard*

Slight "imperfections" such as nail pops, seam lines and cracks not exceeding 1/8 inch in width are common in gypsum wallboard installations and are considered acceptable.

The Builder will only repair defects exceeding 1/8 inch in width, one time only.

C. *Ceramic Tile*

Ceramic tile shall not crack or become loose.

The Builder will replace cracked tiles and re-secure loose tiles unless the defects were caused by the Home Owner's action or negligence. Builder will not be responsible for discontinued patterns or color variations in ceramic tile.

Cracks in grouting of ceramic tile joints are commonly due to normal shrinkage conditions.

The Builder will repair grouting, if necessary, one time only. The Builder will not be responsible for color variations or discontinued colored grout. **Regrouting of these cracks is a maintenance responsibility of the Home Owner during the life of the home.**

D. *Finished Wood Flooring*

The Builder will repair cracks in excess of 1/8 inch by filling or replacing, at Builder's option. The Builder will not be responsible for problems caused by Home Owners neglect or abuse.

E. *Resilient Flooring*

1. Nail pops on surface of resilient flooring

Builder will correct nail pops, which have broken the surface. The Builder will repair or replace, at the

Builder's sole option, resilient floor covering in the affected area with similar material. The Builder will not be responsible for discontinued patterns or color variations in the floor covering.

2. Depressions or ridges in resilient flooring due to subfloor irregularities

Readily apparent depressions or ridges exceeding 1/8 inch shall be repaired. The ridge or depression measurement is taken as the gap created at one end of a six-inch straight edge placed over the depression or ridge with three (3) inches of the straight edge on one side of the defect, held tightly to the floor.

The Builder will take corrective action as necessary, to bring the defect within acceptable tolerance so that the affected area is not readily visible. The Builder will not be responsible for discontinued patterns or color variations in floor covering.

3. Adhesion of resilient flooring

Resilient flooring shall not lift, bubble or become unglued.

The Builder will repair or replace, at Builder's sole option, the affected resilient floor as required. The Builder will not be responsible for discontinued patterns or color variation of floor covering, or for problems caused by Home Owner neglect or abuse.

4. Gaps or seams at joints

Gaps shall not exceed 1/16 inch in width in resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch is permissible.

The Builder will repair or replace, at Builder's sole option, the affected resilient flooring as required. The Builder will not be responsible for discontinued patterns or color variations of floor

5. Coverings, or for problems caused by Home Owner neglect or abuse.

F. *Painting*

1. Peeling or fading of exterior paint

Exterior paints or stains should not fail during the first year. However, fading is normal and the degree of fading is dependent on climatic conditions.

If paint or stain is defective, the Builder will prepare and refinish affected areas, matching color as closely as possible. Where finish deterioration affects the majority of the wall area, the whole area will be refinished.

2. Painting required as corollary repair because of other work

Repairs required under these Minimum Performance Standards should be finished to match surrounding areas as closely as possible.

3. Deterioration of varnish or lacquer finishes

Natural finishes on interior woodwork shall not deteriorate for twelve months after application. However, varnish type finishes used on the exterior will deteriorate rapidly and are not the Builder's responsibility.

The Builder will retouch affected areas of natural finish interior woodwork, matching the color as closely as possible, one time only.

G. *Wall Covering*

Peeling of wall covering shall not occur.

The Builder will repair or replace defective wall covering applications.

The Builder will not be responsible for discontinued patterns or for problems caused by Home Owner neglect or abuse.

H. *Carpeting*

1. Open carpet seams

Carpet seams will show. However, no visible gap is acceptable and the Builder will correct the problem if the original installation was performed by the Builder.

2. Stretching or separation of seams

Wall to wall carpeting, installed as the primary floor covering, when stretched and secured properly shall not come up, become loose or separate from its point of attachment.

The Builder will re-stretch or re-secure carpeting as needed, if the original installation was performed by the Builder.

I. *Exterior Stucco Wall Surfaces*

Flashing requirements to windows, walls and wall-to-roof connections shall be applied per code standards.

Cracks are not unusual in exterior stucco wall surfaces. However, Builder shall repair cracks greater than 1/8 inch in width.

**8. SPECIALTIES**

A. *Louvers and Vents*

Attic and crawl spaces shall be ventilated as required by the approved building code.

The Builder shall provide for adequate ventilation but will not be responsible for alterations to the original system.

B. *Fireplaces*

1. Draft

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 which can also be caused by obstructions such as large branches of trees too close to the chimney.

The Builder will determine the cause of malfunction and correct, if the problem is one of design or construction of the fireplace.

2. 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 inch from the main structure in any 10-foot vertical measurement.

The Builder will determine the cause of separation and correct if standard is not met. Caulking is acceptable.

**9. EQUIPMENT**



A. *Countertops and Cabinets*

1. Countertop lamination

Countertops fabricated with high-pressure laminate coverings shall not delaminate.

The Builder will replace delaminated coverings to meet specific criteria. The Builder will be responsible for chips and cracks only if noted before first occupancy.

2. Kitchen cabinets

Warpage not to exceed 1/4 inch as measured from face with door or drawer front in closed position.

The Builder will correct or replace doors or drawer fronts.

3. Cabinets, ceiling or wall gaps

Gaps between cabinets, ceiling or walls shall not exceed 1/4 inch in width.

**10. PLUMBING**

A. *Water Supply System*

All on-site service connections to municipal water main or private water supply shall be the Builder's responsibility. Private systems shall be designed and installed in accordance with all approved building, plumbing and health codes.

The Builder will repair if failure is the result of defective workmanship or materials. If conditions beyond Builder's control disrupt or eliminate the sources of the supply, the Builder has no responsibility.

Drain, waste and vent, and water pipes shall be adequately protected, as required by applicable code, during normally anticipated cold weather, as defined in accordance with ASHRAE design temperatures, to prevent freezing.

The Builder will correct situations not meeting the code. **It is the Home Owners responsibility to drain out otherwise protected lines and exterior faucets exposed to freezing temperatures.**

B. *Plumbing System*

1. Leaks

No valve or faucet shall leak due to defects in workmanship and materials.

The Builder will repair or replace the leaking faucet or valve.

2. Defective plumbing fixtures, appliances or trim fittings

Fixtures, appliances or fittings shall comply with their manufacturer's standards.

The Builder will replace any defective fixture or fitting which does not meet acceptable standards, as defined by the manufacturer.

3. Noisy water pipes

There will be some noise emitting from the water pipe stem due to the flow of water. However, the Builder shall eliminate any “water hammer.”

4. Cracking or chipping of porcelain or fiber surfaces

Chips and cracks on surfaces of bathtubs and kitchen sinks can occur when the surface is hit with sharp or heavy objects.

The Builder will not be responsible for repairs unless damage has been reported to the Builder prior to first occupancy.

C. *Septic Tank System*

Septic system shall function adequately during all seasons, under climate conditions normal or reasonably anticipated (based on local records) for the location of the home. Septic system shall be designed and installed to comply with applicable requirements.

The Builder will repair or otherwise correct, a malfunctioning or non-operating system, if failure is caused by inadequate design, faulty installation or other cause relating to actions of the Builder or subcontractors under the Builder’s control. The Builder will not be responsible for system malfunction or damage which is caused by owner negligence, lack of system maintenance or other causes attributable to actions of the Home Owner or Owner’s contractors, not under the control of the Builder, including, but not necessarily limited to, the addition of fixtures, items of equipment, appliances or other sources of waste or water to the plumbing stem served by the septic system, and damage or changes to the septic system installation or surrounding soil conditions critical to the system’s functioning.

D. *Piping*

1. Leaks

No leaks of any kind shall exist in any soil, waste, vent or water pipe. Condensation on piping does not constitute leakage, and is not covered.

The Builder will make repairs to eliminate leakage.

2. Stopped up sewers, fixtures and drains

Sewer fixtures and drains shall operate properly.

The Builder will not be responsible for sewers, fixtures and drains, which are clogged through the Home Owners negligence. If a problem occurs, the Home Owner should consult the Builder for a proper course of action. Where defective construction is shown to be the cause, the Builder will assume the cost of the repair; where the Home Owner negligence is shown to be the cause, the Home Owner shall assume all repair costs.

3. Refrigerant lines

Refrigerant lines shall not develop leaks during normal operation.

The Builder will repair leaking of refrigerant lines and recharge unit, unless damage was caused by the Home Owner.

**11. HEATING and COOLING**

A. *Heating*

Heating system shall be capable of producing an inside temperature of 70 degrees F, as measured in the center of each room at a height of five (5) feet above the floor, under local outdoor winter design conditions as specified in the ASHRAE handbook. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted.

The Builder will correct heating system to provide the required temperatures. **However, the Home Owner shall be responsible for balancing dampers, registers and the other minor adjustments, as well as changing filters to a minimum of every six (6) months.**

B. *Refrigeration*

Where air-conditioning is 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 five (5) feet above the floor, under local outdoor summer design conditions as specified in ASHRAE handbook. In the case of outside temperatures exceeding 95 degrees F, a differential of 15 degrees F from the outside temperature will be maintained. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted.

The Builder will correct cooling system to meet temperature condition, in accordance with specifications.

C. *Condensation Lines*

Condensation lines will clog eventually under normal use. **This is a Home Owner maintenance item.**

The Builder shall provide unobstructed condensation lines at time of occupancy.

D. *Evaporative Cooling*

Equipment shall function properly at temperature set.

The Builder will correct and adjust so that the blower and water system operate as designed.

## 12. VENTILATION

A. *Ventilation Systems*

Ventilation systems shall be installed per code requirements and allow that air exchange for the occupants and building are sufficient to control relative humidity and comfort.

The Builder shall correct ventilation system to provide required ventilation rates if not performing to standards. **However, the Home Owner shall be responsible for maintenance to fans for ventilation, filter changes and intake and exhaust hoods.**

B. *Ductwork*

When metal is heated it expands and when cooled it contracts. The result is “ticking” or “cracking” which is generally to be expected. However, stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not “oilcan.” The booming noise by “oilcanning” is not acceptable.

The Builder will correct to eliminate this sound. Additionally, the Builder will reattach and re-secure all separate or unattached ductwork.

C. *Outlets, Switches, and Fixtures*

1. Drafts from electrical outlets

Electrical junction boxes on exterior walls may produce airflow whereby the cold air can be drawn through the outlet into a room.

2. Malfunction of electrical outlets, switches or fixtures

All switches fixtures and outlets shall operate as intended.

The Builder will repair or replace defective switches, fixtures and outlets.

D. *Ground Fault Interrupter*

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.

The Builder 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.

E. *Wiring*

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

The Builder will check wiring for conformity with local, state or approved national electrical code requirements. The Builder will repair wiring not conforming to code specifications.