



BUILDER WARRANTY

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This Builder Warranty sets out the terms and conditions of the limited written warranty that Samkins Construction provides with respect to your Home.

Samkins Construction – State of Georgia

A. About This Builder Warranty

This Builder Warranty describes the coverage Samkins Construction (“Builder”) provides for your home, including the conditions, limitations, performance standards, the process for submitting a warranty request, and the procedure for binding arbitration of disputes. Please read this document in full so that you understand what is covered, what is excluded, and what is expected of both Builder and Owner.

B. Definitions and General Terms

1. Definitions

Unless the context requires otherwise, the following terms have the meanings given below wherever they appear in this Builder Warranty:

Adverse Condition. A physical condition in the Home that meaningfully interferes with the use or function of a livable area.

Builder's Obligation. The corrective work Builder must perform to remedy a confirmed Defect, including any incidental work needed to complete that repair.

Code. The edition of the International Residential Code, the International Building Code, and the National Electrical Code, each as adopted and amended by the State of Georgia and/or the local jurisdiction in which the Home is located, in effect at the time the Home was built.

Defect. Any condition of a warranted item that falls outside the tolerance set by the applicable performance standard in this Builder Warranty.

Electrical Standard. The version of the National Electrical Code (NEC), as adopted in Georgia, in effect on the date construction of the Home began.

Excessive. A degree, quantity, or amount beyond what is typical or reasonable given the surrounding circumstances.

Exclusion. Any item, condition, or circumstance not addressed by, or specifically excluded from, a performance standard or this Builder Warranty.

Extreme Weather Event. Weather conditions that fall outside the design assumptions stated or implied by the Code for this region.

Homeowner / Owner. The person(s) who first took title to the Home under a construction contract with Builder, and any subsequent owner who acquires title during an active warranty period.

Major Structural Component. The load-bearing elements of the Home, including footings and foundations, beams, headers, girders, lintels, load-bearing columns, load-bearing walls and partitions, roof and ceiling framing systems, floor systems, and masonry arches.

Manufactured Product. Any item built off-site and installed in the Home largely as manufactured, such as appliances, water heaters, HVAC components, windows, doors, light fixtures, fireplace inserts, and similar fixtures – including any item for which the manufacturer offers a transferable warranty.

Owner's Obligation. Any maintenance, care, or other action the Owner must undertake with respect to the Home or a component of it. Failure to substantially perform an Owner's Obligation excludes the related item from warranty coverage.

Performance Standard. The specific benchmark to which a component of the Home, or a material improvement to it, must perform under this Builder Warranty.

Span. The horizontal distance between two structural supports.

Substantial Completion. The earliest of: (i) issuance of a certificate of occupancy by the applicable Georgia municipality or county; (ii) completion of all inspections required by applicable Georgia building regulations; (iii) construction substantially matching the approved plans and specifications, if neither (i) nor (ii) applies; or (iv) the date the Owner takes or could reasonably take possession of the Home. Outstanding punch-list items do not delay Substantial Completion, and an Owner who occupies or could occupy the Home is deemed to have accepted that it is complete and habitable.

Conflicting Standards. Where the Code, a manufacturer's instructions, applicable federal housing program standards, ANSI/ASHRAE 62.2, or the performance standards below conflict, the more stringent requirement controls. Where a separate insurance-backed third-party warranty conflicts with this Builder Warranty, the third-party warranty governs only as to the specific conflicting term.

2. General Provisions — New Homes, Improvements & Renovations

(a) Builder's Responsibilities

(1) Scope of Builder's Work. Builder is responsible for work performed under its direction during the applicable warranty periods.

(2) Repair Scope. A repair of a confirmed Defect includes any related work reasonably necessary to remove, alter, or replace components in order to complete that repair.

(3) Finish Matching. Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.

(4) Manufactured Products. Builder will install manufactured products according to the manufacturer's instructions, using new products and parts unless the parties agree otherwise in writing. Where Builder fails to install per specifications, Builder will correct the installation. All manufacturer warranties are assigned to the Owner without recourse; Builder disclaims all implied warranties as to manufactured products, including merchantability and fitness for a particular purpose, to the extent permitted by Georgia law.

(5) Specialty Features. Design elements shown on the approved plans and agreed to in writing by Builder and Owner ("Specialty Features") are deemed compliant with this Builder Warranty so long as they meet the Code.

(6) Natural Materials. Natural materials — wood, stone, and similar products — may show variation and irregularity inherent to the material. These variations are not Defects. Builder will use reasonable efforts toward consistency but does not guarantee uniform appearance; additional cost to satisfy an Owner's preference for uniformity is the Owner's expense.

(b) Exclusions from Coverage

The following are excluded from Builder's obligations under this Builder Warranty:

- (A) Work or materials supplied by anyone other than Builder or those acting at Builder's direction.
- (B) Damage caused by negligence, misuse, abuse, failure to follow manufacturer guidance, failure to mitigate damage, failure to maintain the Home, or other act or omission by anyone other than Builder or those acting at Builder's direction.
- (C) Owner's failure to fulfill an Owner's Obligation stated in this Builder Warranty.
- (D) Alteration of soil grade that violates the Code or applicable Georgia or local regulation.
- (E) Ordinary wear and tear or normal deterioration.
- (F) Extreme weather events.
- (G) Accidents, riots, fire, explosion, smoke, escaping water, falling objects, civil unrest, war, terrorism, vandalism, aircraft, vehicles, watercraft, acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic activity, wind-driven water, and unforeseeable changes in the groundwater table.
- (H) Fire, smoke, or water damage, unless directly caused by a Defect.
- (I) Groundwater table changes that cause pressure, seepage, leaks, subsidence, or sinkholes.
- (J) Soil erosion or accretion, unless directly caused by a Defect.
- (K) Insects, birds, rodents, or other wild or domestic animals, unless damage is directly caused by a Defect.
- (L) Water quality or potability, unless caused by a Defect.
- (M) Periods when the Home is used predominantly for non-residential purposes.
- (N) Use of the Home, or a component, beyond its intended purpose.
- (O) Loads exceeding those allowed by the Code or the engineer of record.
- (P) Owner's delay in reporting a known Defect, or failure to take reasonable steps to prevent additional damage.
- (Q) Remodeling, renovation, or addition projects where an existing condition prevents the performance standard from being met.
- (R) Misuse of a component or manufactured product by anyone other than Builder or those acting at Builder's direction.
- (S) Consequential, incidental, and special damages.
- (T) Detached structures (outbuildings, detached carports, recreational structures), driveways, walkways, patios, boundary or retaining walls, bulkheads, fences, landscaping (sod, seed, shrubs, trees, plantings), and off-site improvements.

No Physical Damage, No Coverage. Builder is not responsible for conditions that cause no actual physical damage to the Home – including the presence of radon, formaldehyde, other contaminants, mold, mildew, or volatile organic compounds – unless the condition directly results from a Defect.

(c) Owner's Responsibilities

(1) Home Maintenance. Owner is responsible for maintaining the Home and lot, including ongoing tasks such as periodic repainting and resealing, caulking, mechanical system

upkeep, HVAC filter replacement, and keeping grading and drainage systems clear so water flows away from the Home.

(2) Manufactured Products. Owner must use and maintain manufactured products according to manufacturer instructions; misuse may void the manufacturer's warranty.

(3) Landscaping. Owner must keep landscaping and plantings from contacting the exterior of the Home or interfering with drainage, and must not alter the grade within ten feet of the foundation in a way that harms performance or violates the Code. Landscaping and vegetation are not warranted under this Builder Warranty.

(4) Indoor Humidity. Owner must use ventilation properly, avoid extreme indoor temperature swings, and otherwise act to prevent excess moisture, humidity, or condensation that could damage the Home.

(5) General Component Care. Owner must clean, maintain, and use each component of the Home as intended, and must not damage, misuse, or abuse those components.

3. Express Warranties

(a) Warranty Periods

(1) One-Year Workmanship Coverage. For one year from the Effective Date, Builder warrants that workmanship and materials will perform per the One-Year Workmanship Warranty standards in Section E.

(2) Two-Year Systems Coverage. For two years from the Effective Date, Builder warrants that the plumbing, electrical, heating, and air-conditioning delivery systems will perform per the Two-Year Systems Warranty standards in Section F.

(3) Ten-Year Structural Coverage. For ten years from the Effective Date, Builder warrants that the Major Structural Components of the Home will perform per the Ten-Year Structural Warranty standards in Section G.

(b) Manufacturer Warranties

Builder assigns, without recourse, all applicable manufacturer warranties on Manufactured Products to the Owner. Obligations under a manufacturer's warranty belong to the manufacturer; Builder does not assume them.

(c) Standards Not Otherwise Addressed

Where this Builder Warranty does not state a performance standard for a claimed Defect, the condition will be evaluated under the edition of the National Association of Home Builders' Residential Construction Performance Guidelines in effect when the Home was built. If the condition is not addressed there either, it will be evaluated against the customary trade standards for the metropolitan area of Georgia in which the Home is located.

(d) Effective Date

Unless Builder and the original Owner agree in writing otherwise, the warranty period for a new Home begins on the earliest of the date of occupancy, Substantial Completion, or transfer of title from Builder to the original Owner. For an improvement to an existing home, or a partially completed home that another party will finish, the period begins at Substantial Completion of that work or substantial fulfillment of the relevant contract.

(e) Limits on Claims and Remedies

(1) Regardless of any other provision in this Builder Warranty, any damages awarded against Builder – including attorneys' fees and costs – will not exceed the Total Contract Price paid by the original Owner for the improvements Builder constructed. Owner releases Builder from special, indirect, consequential, incidental, punitive, or exemplary damages, including mental anguish, diminished value, loss of use, loss of the benefit of the bargain, or additional interest, arising from any theory of liability, including breach of contract, breach of warranty, Georgia's Fair Business Practices Act, or tort.

(2) Builder's liability is limited to repairing, replacing, or paying the reasonable cost to repair or replace warranted items, capped in the aggregate at the Total Contract Price paid to Builder by the original purchaser. Builder chooses whether to repair, replace, or pay.

(3) Owner acknowledges that this Builder Warranty is the sole warranty Builder provides regarding the Home, and that its terms are clear, specific, and sufficiently detailed to establish the only applicable construction standards.

(4) TO THE EXTENT PERMITTED BY GEORGIA LAW, OWNER WAIVES ANY CLAIM UNDER ANY THEORY OF IMPLIED WARRANTY – INCLUDING THE IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE CONSTRUCTION, HABITABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE – AND ANY SUCH IMPLIED WARRANTIES THAT EXIST UNDER GEORGIA LAW ARE EXPRESSLY REPLACED AND SUPERSEDED BY THIS BUILDER WARRANTY.

(f) Conditions of Warranty

(1) **Release on Payment.** Before Builder pays the cost of a repair or replacement, Owner must sign and deliver a full, recordable release of legal obligations concerning the warranted Defect.

(2) **Proper Maintenance.** Builder's obligations are conditioned on Owner properly maintaining the Home and lot to prevent damage from neglect, misuse, or poor maintenance.

(3) **Notices.** All notices under this Builder Warranty must be in writing and sent by certified mail, return receipt requested, to the recipient's address of record or any address the recipient later designates in writing.

(4) **Unauthorized Repairs.** Costs for repairs Owner did not have authorized in writing by Builder beforehand are not reimbursable.

(5) **Severability.** If a court of competent jurisdiction holds any term of this Builder Warranty invalid or unenforceable, the remaining terms remain in full force and effect.

(6) **Governing Law & Fees.** This Builder Warranty is governed by the laws of the State of Georgia and is performable in the Georgia county where the Home is located, which shall also be the venue for any related dispute. The prevailing party in any arbitration or litigation arising from this Builder Warranty is entitled to reasonable attorneys' fees, arbitration fees, and costs, subject to applicable Georgia law. "Prevailing party" means the party who substantially prevails on the claims or defenses asserted, regardless of the amount recovered. This Builder Warranty will not be construed against the drafter.

C. Submitting a Warranty Request

1. How to Submit a Request

A warranty request must be submitted on the attached Warranty Request Form and must include: (1) a reasonably detailed description of each claimed Defect and the date it was discovered; (2) any known out-of-pocket costs, including engineering or consulting fees, tied to the claim; (3) supporting evidence – photos, video, or expert reports, if available – showing the nature, cause, and extent of repairs needed; and (4) the name of anyone who inspected the Home on the Owner's behalf regarding the claim. Builder does not accept warranty requests by phone or in person. A Samkins Construction representative will schedule evaluation and/or repair appointments Monday through Friday, 8:00 a.m. to 4:30 p.m. Submitting the form does not extend any coverage period, and a written request must be postmarked no later than thirty (30) days after the relevant warranty period expires.

2. Deadlines

Builder is responsible only for Defects of which it receives written notice, as described above, on or before the second anniversary of the date the Defect was discovered – but no later than thirty (30) days after the applicable warranty period expires, and no later than the thirtieth day after the tenth anniversary of (A) the date title to the Home was first transferred from Builder to the original Owner, or (B) if no title transfer occurred, the date construction was substantially complete, unless this Builder Warranty states otherwise.

D. Resolving Disputes

1. Informal Resolution

Before either party initiates arbitration, Owner and Builder agree to make a good-faith attempt to resolve any dispute arising from this Builder Warranty through direct discussion or mediation with a mutually agreeable mediator. If the dispute is not resolved within ninety (90) days of written notice of the dispute, either party may proceed to arbitration under the following section.

2. Binding Arbitration

Any dispute or claim arising from or relating to this Builder Warranty, its breach, bodily injury, property damage, the improvements, the property, or representations made by Builder or its representatives (a “Dispute”) will be resolved by binding arbitration before a single arbitrator administered by the American Arbitration Association (AAA) under its Construction Industry Arbitration Rules. If AAA is unavailable, the parties will mutually select an arbitrator; if they cannot agree, either party may ask an appropriate Georgia court to appoint one. Arbitration is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and/or the Georgia Arbitration Code (O.C.G.A. § 9-9-1 et seq.), as applicable. A party who files suit in violation of this section must reimburse the other party's reasonable costs, including attorneys' fees, incurred to enforce this arbitration provision. Any arbitrator selected must be a Georgia-licensed attorney in good standing with experience in residential construction, financing, or real estate matters. Owner and Builder each waive the right to a jury trial of any Dispute.

E. One-Year Workmanship Warranty

The standards below apply for one year from the Effective Date of this Builder Warranty and describe the expected performance of workmanship and materials throughout the Home.

Standard	Action Required	Comments
1. Foundations & Concrete Slabs		
Crawl spaces must be graded and drained so storm runoff does not pool deeper than two inches across areas 36 inches or larger, and perimeter drainage must clear standing water within ten feet of the foundation within 24 hours after rainfall (absent a sump serving other areas).	If a crawl space does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Owner must not alter grading, allow irrigation overspray to pool under the foundation, let plantings block drainage, or use the crawl space for storage.
Basement or crawl space walls must not admit water, and basement floors must not seep.	If a basement or crawl space does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Owner must not alter grading or allow irrigation water to collect near the foundation.
Interior concrete floor slabs (other than those designed to slope for drainage) must be free of pits, depressions, or unevenness of 3/8 inch or more over 32 inches, and free of cracks of 1/8 inch or more in width or 1/16 inch or more in vertical offset.	If an interior concrete slab does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.
Concrete slabs must be free of protruding fasteners, rebar, or mesh.	If a concrete slab does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.
Expansion joint separation in an interior slab must not exceed 1/4 inch vertically or one inch horizontally.	If an expansion joint does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.
2. Exterior Concrete — Patios, Driveways, Walkways & Stairs		
Exterior concrete corners and edges must not show excessive construction-related damage.	If exterior concrete does not meet this standard, Samkins Construction will perform the	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as

Standard	Action Required	Comments
	repairs reasonably necessary to bring the condition within the standard described.	viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.
Cracks in exterior concrete must not cause vertical displacement or horizontal separation of 1/4 inch or more.	If exterior concrete does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Owner must avoid over- or under-watering surrounding soil and keep heavy equipment off the concrete.
Exterior concrete finish must not be so smooth that it becomes a slip hazard (excluding surfaces intentionally finished smooth by design).	If an exterior concrete finish does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	None.
Concrete stair dimensions – tread, riser, landing, and stairway width – must meet the Code, and handrails must remain securely fastened.	If stair dimensions or handrail attachment fail to meet the Code, Builder will correct the condition to bring it into compliance.	None.
Concrete stairs and stoops must not settle or heave 3/8 inch or more, or separate from the Home one inch or more.	If concrete stairs or stoops does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	None.
Driveways must not carry a negative slope toward the garage except where site conditions require it, in which case swales or drains must prevent water intrusion into the garage.	If a driveway does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	None.
3. Framing		
Walls must not bow or dip 1/4 inch or more across a 32-inch horizontal span, or 1/2 inch across an eight-foot vertical span.	If a wall does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.
Walls must be level, plumb, and square to adjoining walls and openings within 3/8 inch over a 32-inch span.	If a wall does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed,

Standard	Action Required	Comments
		particularly where original materials are discontinued.
Beams and posts must not crack 1/2 inch or more in width, or warp/twist one inch or more over eight feet (non-structural members) in a way that damages the bearing pocket.	If a beam or post does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	None.
Exterior sheathing and moisture barriers must not delaminate, swell, or trap moisture.	If exterior sheathing or a moisture barrier does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Owner must not penetrate exterior finishes or moisture barriers in a way that lets moisture reach the sheathing.
Ceilings must not bow or dip 1/2 inch or more across a 32-inch span measured parallel to the joists.	If a ceiling does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.
Floors and stairs must not produce excessive squeaking or popping under normal residential use.	If a floor or stair does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	None.
Sub-flooring must not delaminate, swell, or develop humps, ridges, or slope of 3/8 inch or more over 32 inches to a degree that visibly affects the floor covering.	If sub-flooring does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	None.
4. Drywall		
Drywall walls and ceilings must not bow or dip beyond 1/4 inch over 32 inches (walls) or 1/2 inch over 32 inches / eight feet (ceilings).	If a drywall surface does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.
Drywall cracks must not equal or exceed 1/32 inch in width, and joint crowning must not exceed 1/4 inch over a 12-inch span.	If a drywall surface does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.

Standard	Action Required	Comments
Drywall must be free of visible blisters, cracked corner bead, seam lines, or trowel marks at six feet under normal lighting, and free of visible fasteners.	If a drywall surface does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.
Drywall surfaces must be level, plumb, and square to openings and edges within 3/8 inch over 32 inches.	If a drywall surface does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Does not apply to remodeling work where an existing condition prevents this standard from being met.
5. Insulation		
Insulation must be installed in walls, ceilings, and floors per the approved plans and the Code, without gaps of 1/4 inch or more between batts or between a batt and framing.	If insulation does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.
Blown attic insulation must not settle or shift below the R-value required by the manufacturer, the plans, and the Code, and must not block soffit ventilation.	If attic insulation does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.
6. Exterior Siding & Trim		
Siding must be evenly spaced and aligned within 1/2 inch (bottom course) or 1/4 inch (adjacent courses) corner to corner, without gaps, bowing 3/8 inch or more over 32 inches, protruding fasteners, nail staining, loose pieces, delamination, cupping 1/4 inch or more over six feet, or cracks 1/8 inch or more wide.	If exterior siding does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.
Exterior trim and eave blocks must not separate at joints by 1/4 inch or more (joints must be caulked), warp 1/2 inch or more over eight feet, cup 1/4 inch or more over six feet, crack 1/8 inch or more, show protruding fasteners, or show nail staining.	If exterior trim does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.

Standard	Action Required	Comments
7. Masonry — Brick, Block & Stone		
Masonry walls must not bow one inch or more base to top (natural stone excluded), and units or mortar must not be loose, broken, deteriorated, or cracked 1/8 inch or more.	If masonry does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.
Masonry must be free of construction debris or staining, gaps adjacent to other materials must not exceed 1/4 inch (and must be caulked), and mortar must not block weep holes, vents, or cleanouts.	If masonry does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Owner must not insert material into weep holes, which are essential to the wall's drainage system.
8. Stucco		
Stucco must not be excessively wavy, bowed, broken, or loose, and must be free of cracks of 1/8 inch or more (decorative finishes excluded).	If stucco does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Builder is not responsible for stucco cracking caused by Owner-installed attachments such as patio covers, hose racks, or planters.
Stucco must not deteriorate excessively, show exposed lath, separate at joints by 1/16 inch or more, or separate from adjacent materials by 1/4 inch or more (uncaulked).	If stucco does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Owner must keep irrigation overspray off stucco finishes.
Stucco screed must clear unpaved grade by at least four inches and paved surfaces by at least two inches (EIFS systems: six inches).	If stucco screed clearance does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	None.
9. Roofing		
Flashing, vents, louvers, and skylights must not leak, and gutters/downspouts must not leak or hold standing water beyond 1/2 inch after rainfall stops.	If a roof component does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Builder is not responsible for leaks caused by extreme weather; Owner must keep gutters and downspouts clear of debris.
Shingles, tiles, or other roofing material must not detach below the wind speeds stated in the manufacturer's specifications, and tiles/shingles must not be cracked or broken.	If roofing material does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.

Standard	Action Required	Comments
Roof penetrations located in a valley centerline must include proper cricketing or Code-approved diversion, and the moisture barrier must not allow penetration.	If a roof penetration does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Owner must not penetrate the roof's moisture barrier.
10. Doors & Windows		
Closed doors and windows must not allow excessive air, dust, or moisture infiltration, and glass must not be broken due to installation or construction activity.	If a door or window does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Owner must keep weep holes clear of debris to allow proper drainage.
Screens must fit properly without tears or gaps of 1/4 inch or more, and sealed glass units must show no condensation between panes.	If a screen or sealed glass unit does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Owner must not apply tinted film to sealed insulated glass units.
Locks and latches must close securely without rattling, and doors/windows must operate smoothly without excessive force, paint or stain per manufacturer specification.	If door/window hardware or operation does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	None.
Sliding doors and screens must stay on track; interior door clearance above the floor covering must be 1/2 to 1.5 inches (closets up to two inches); doors must not delaminate, split so light shows through, warp 1/4 inch or more, or bind.	If a door does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Owner must clean and lubricate sliding door hardware as needed.
Garage doors must operate smoothly, remain on track, not allow more than a 1/2-inch gap, and openers and springs must operate per manufacturer specification.	If a garage door or opener does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Owner must maintain tracks, rollers, and chains and avoid blocking opener safety sensors.
11. Interior Flooring — Carpet, Concrete, Wood & Vinyl		
Carpet must lie flat without wrinkling, with seams smooth and free of gaps or overlap, and free of construction-related staining.	If carpet does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.
Finished interior concrete floors must be free of pits, depressions, or unevenness of 3/8 inch or more	If a finished concrete floor does not meet this standard, Samkins Construction will perform the	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as

Standard	Action Required	Comments
over 32 inches, and cracks of 1/8 inch or more (laundry-type drainage floors excepted).	repairs reasonably necessary to bring the condition within the standard described.	viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.
Wood flooring must be securely attached, free of humps/depressions of 3/8 inch or more over 32 inches, open joints of 1/8 inch or more, cupping of 1/16 inch or more over three inches, and free of construction-related discoloration, staining, or scratching.	If wood flooring does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Does not apply to species prone to natural shrinkage, or to structural flooring serving as the finished floor, which Builder must disclose in writing before contracting.
Vinyl flooring must be square to the most visible wall within 1/4 inch over six feet, with seams aligned within 1/8 inch, securely attached, free of depressions/ridges of 1/2 inch or more over six feet, and free of construction-related discoloration, scratching, or visible debris beneath the surface.	If vinyl flooring does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.
12. Hard Surfaces — Tile, Stone, Granite, Marble, Finished Concrete		
Hard surfaces must not crack, break, or detach from the substrate due to construction activity, and surface imperfections must not be visible at three feet (floors) or two feet (vertical surfaces) under normal light.	If a hard surface does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.
Adjoining hard-surface joints must not differ in height by more than 1/16 inch, grout must not crack, deteriorate, or discolor excessively, and countertops must be level within 1/4 inch over six feet.	If hard surface joints, grout, or countertops does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Natural stone products naturally vary in color and dimension, which may create layout or grout-line irregularity that is not a Defect.
13. Painting, Stain & Wall Coverings		
Paint and stain must show no excessive color, sheen, or shade variation; must fully cover intended surfaces; must not deteriorate prematurely; and must be free of overspray on unintended surfaces.	If paint or stain does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.

Standard	Action Required	Comments
Wall coverings must be properly adhered without peeling, bubbling, separated seams, visible lumps/ridges at six feet, or construction-related staining or tearing, and must meet the manufacturer's washability specification.	If a wall covering does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.
14. Plumbing Fixtures & Accessories		
Fixtures must be free of construction-related chips, cracks, dents, scratches, tarnish, or corrosion, must be securely mounted, and stoppers must retain water per manufacturer specification.	If a plumbing fixture does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Builder is not responsible for tarnish or corrosion caused by water mineral content or Owner's use of harsh chemicals.
Toilets must be installed and operate per manufacturer specification without continuously running water, and tub/shower pans must not crack or squeak excessively.	If a toilet, tub, or shower pan does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	If equipment malfunctions and causes water spillage, Owner must shut off the water supply and act to limit damage.
Water heaters, waste disposal units, and sump pumps must be installed and secured per the manufacturer's specifications and operate properly.	If a water heater, disposal unit, or sump pump does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	None.
Faucets and fixtures must not drip or leak, sewer gas odor must not be detectable indoors under normal use, vent stacks must remain clear, and water pipes must not bang or hammer repeatedly.	If plumbing performance does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Owner must keep plumbing traps filled with water. Occasional, temporary pipe "ticking" from thermal expansion is not a Defect.
15. Heating, Cooling & Ventilation (Workmanship)		
Condensate lines and drip pans must be installed and function per the Code, and refrigerant line insulation must fully encase the line.	If an HVAC condensate or refrigerant line does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Owner must periodically inspect the condensate line for free flow, and protect refrigerant line insulation during landscaping or maintenance.
Exterior compressor units must sit on a stable, level (within one inch) pad above grade, appliances must vent per manufacturer specification, and ductwork must not produce excessive noise.	If HVAC equipment or ductwork does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Owner must prevent pad settlement from irrigation or landscaping, and must not place objects on ductwork.
16. Electrical Fixtures (Workmanship)		

Standard	Action Required	Comments
Electrical fixtures, boxes, and trim plates must be installed plumb, level, and per the Code, free of construction-related damage or staining, and free of excessive air infiltration around components.	If an electrical fixture or trim plate does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.
Lights, fans, appliances, smoke detectors, and exhaust fans must operate per manufacturer specification and the Code, and exhaust fans must meet the manufacturer's noise rating.	If an electrical fixture, smoke detector, or exhaust fan does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	None.
17. Interior Trim & Millwork		
Interior trim joints must not separate 1/8 inch or more (and must be caulked or puttied), and trim must be free of visible scratches, dents, gouges, splits, cracks, warping, hammer marks, or fastener heads at six feet.	If interior trim does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.
Closet rods and shelving must be properly sized, supported at intervals no greater than four feet, and securely mounted; cabinet doors must operate with reasonable ease and not warp more than 1/4 inch.	If shelving or cabinetry does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Some seasonal warping or cupping from humidity and temperature change is normal and not a Defect.
18. Mirrors, Interior Glass & Shower Doors		
Mirrors, interior glass, and shower doors must be securely mounted, free of construction-related damage, free of visible imperfections at two feet, watertight (shower doors), and must operate smoothly.	If a mirror, glass panel, or shower door does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	None.
19. Hardware & Ironwork		
Hardware finishes must be free of construction-related tarnish, corrosion, or staining; hardware must function smoothly, without binding, and remain securely fastened; interior ironwork must not rust.	If hardware or interior ironwork does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Builder is not responsible for damage caused by Owner's use of abrasive cleaners, harsh chemicals, or solvents, or exposure to humidity.
20. Countertops & Backsplashes		

Standard	Action Required	Comments
Countertops and backsplashes must be secured to the substrate per manufacturer specification, level within 1/4 inch over six feet, free of construction-related damage, and free of bowing beyond 1/16 inch per linear foot or delamination.	If a countertop or backsplash does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.
Laminate seams may be visible but must not separate or displace, and surface imperfections must not be visible at three feet under normal light.	If a laminate countertop or backsplash does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Any surface disturbed by the repair will be refinished to reasonably match the surrounding area as viewed in normal light from a distance of six feet, though an exact match of color, texture, or pattern is not guaranteed, particularly where original materials are discontinued.
21. Fireplaces		
Refractory panels must not crack or separate, fireplace doors must operate and align within 1/8 inch, and the unit must be free of gas leaks.	If a fireplace component does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Owner must not use synthetic logs or materials not approved by the manufacturer.
Gas logs must be positioned per manufacturer specification, masonry hearth cracks must not equal or exceed 1/4 inch, the fireplace must draw properly, and the firebox must resist excessive water infiltration under normal weather.	If a fireplace or chimney does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Owner must not reposition gas logs from their original placement.
22. Irrigation Systems		
Irrigation systems must not leak, break, or clog due to construction activity, and must provide complete, properly directed sprinkler coverage; the controller must operate per manufacturer specification.	If an irrigation system does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Builder will provide operating instructions for the irrigation system at closing.
23. Fencing		
Fences must not fall or lean more than two inches out of plumb, wood boards must not break or detach, and masonry fence units/mortar must not be loose, broken, or cracked beyond 1/8 inch.	If fencing does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Masonry retaining walls must include weep holes per Code to allow drainage.
24. Yard Grading		
Yard grading and swales must direct water away from the Home	If yard grading does not meet this standard, Samkins Construction	Owner must maintain drainage contours; temporary standing

Standard	Action Required	Comments
per the Code and Georgia/local regulation, and soil settling must not exceed six inches in depth or disrupt drainage patterns.	will perform the repairs reasonably necessary to bring the condition within the standard described.	water in the yard after heavy rainfall, away from the foundation, is expected and not a Defect.
25. Pest Entry Points		
Eave returns, truss blocking, attic vents, and roof vent openings must be sealed against entry by rodents, birds, and similar pests.	If a pest entry point does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	None.

F. Two-Year Systems Warranty

The standards below apply for two years from the Effective Date of this Builder Warranty and govern the plumbing, electrical, heating, and air-conditioning delivery systems of the Home.

Standard	Action Required	Comments
1. Electrical Delivery Systems		
Interior wiring must be installed per the Code and function properly from the utility's point of demarcation, and must carry its designed load without nuisance breaker trips or blown fuses under normal use.	If electrical wiring or the panel does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Builder is not responsible for utility-side infrastructure beyond the meter, or for interruptions caused by surges, overloads, or external shorts.
GFCI outlets must be installed and operate per the Code and manufacturer specification without nuisance tripping under normal use.	If a GFCI outlet does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Owner must not plug appliances requiring constant power (refrigerators, freezers) into a GFCI-protected outlet.
Outlets, switches, doorbells, fixtures, and trim plates must be installed and secured per the Code and manufacturer specification and operate properly; lighting must not flicker, dim, or fail repeatedly under normal use.	If electrical fixtures, outlets, or switches does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	None.
Cable, telephone, ethernet, and similar low-voltage wiring and outlets inside the Home must be installed per the Code and function properly.	If low-voltage wiring or outlets does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Builder is not responsible for utility-side wiring or service conduits originating before the point the service enters the Home.
2. Plumbing Delivery Systems		
Water and gas pipes must be installed and insulated per the Code and manufacturer specification, must not burst or leak, and water pressure inside the Home must not exceed 80 PSI (minimum 40 PSI at the building entrance, assuming adequate municipal supply).	If water or gas piping does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Owner is responsible for insulating exterior pipes and hose bibs against freezing and maintaining a reasonable interior temperature, occupied or not.
Gas pipes must not leak.	If a gas pipe does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Owner must safely shut off the gas source if a leak is detected and it is safe to do so.
Sewer, drain, and waste lines must not clog due to construction activity, and any septic/wastewater system must handle normal household flow per	If drainage or wastewater treatment systems does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to	Builder is not responsible for malfunctions caused by added fixtures, design restrictions imposed by governing agencies, or

Standard	Action Required	Comments
applicable Georgia Environmental Protection Division standards.	bring the condition within the standard described.	acts of nature such as freezing or soil saturation.
3. Heating, Cooling & Ventilation Delivery Systems		
Refrigerant lines must not leak, and heating/cooling equipment must be installed and secured per manufacturer specification without excessive movement.	If a refrigerant line or HVAC unit does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Condensation on a refrigerant line is not a leak.
The heating system must maintain at least 68°F (measured two feet from an exterior wall, three feet above the floor) under Georgia winter design conditions; the cooling system must maintain no more than 78°F (measured at room center, five feet above the floor) under Georgia summer design conditions; thermostats must read within 4°F of actual room temperature.	If the heating or cooling system does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	Room-to-room variation of up to 4°F is normal. This standard does not apply if Owner alters the Home's size, configuration, ductwork, or HVAC system, or uses an evaporative/alternative cooling system.
Vents, grilles, and registers must operate smoothly and be properly secured; ductwork must be insulated and sealed per the Code, secured per manufacturer specification, and must not leak beyond Code-allowed limits.	If vents, registers, or ductwork does not meet this standard, Samkins Construction will perform the repairs reasonably necessary to bring the condition within the standard described.	None.

G. Ten-Year Structural Warranty

The standards below apply for ten years from the Effective Date of this Builder Warranty and govern the Major Structural Components of the Home.

Standard	Action Required	Comments
1. Foundations		
Slab foundations must not move differentially after construction beyond an overall deflection greater than the span divided by 360 (L/360), or tilt beyond one percent from original construction elevations, where that movement causes observable physical damage and at least two associated distress indicators are present, evaluated consistent with nationally recognized residential foundation engineering guidelines.	If measurements and associated distress indicators confirm the slab foundation does not meet this standard, Builder will perform the work necessary to restore the foundation to an acceptable performance level.	None.
Floors over a pier-and-beam foundation must not deflect more than L/360 from original construction elevations in a way that causes observable physical damage to components of the Home.	If a pier-and-beam floor deflects beyond this standard and causes observable physical damage, Builder will perform the work necessary to restore acceptable performance.	None.
2. Other Major Structural Components		
A Major Structural Component must not crack, bow, distort, or deteriorate in a way that compromises the Home's structural integrity or the performance of a structural system, resulting in observable physical damage.	Builder will repair, reinforce, or replace the affected component as necessary to restore structural integrity and proper system performance.	None.
A structural component must not deflect beyond the ratio allowed by the Code.	Builder will repair, reinforce, or replace the affected component as necessary to restore structural integrity and proper system performance.	None.
A structural component must not sustain damage that compromises the structural integrity or performance of the system it supports.	Builder will repair, reinforce, or replace the affected component as necessary to restore structural integrity and proper system performance.	None.
A structural component must not separate from its supporting member by 3/4 inch or more, or separate in a way that compromises structural integrity or system performance.	Builder will repair, reinforce, or replace the affected component, and re-establish the connection to the supporting member, as necessary to restore structural integrity and proper system performance.	None.

Standard	Action Required	Comments
A structural component must function as required by the Code.	If a structural component fails to function as the Code requires, Builder will perform the work necessary to bring it into compliance.	None.