

# **BENNETT MILLER HOMES**

## **LIMITED WARRANTY**

*This Limited Warranty does not cover consequential or incidental damages. The Warrantor's total aggregate liability of this Limited Warranty is limited to the Final Sales Price listed on the Application For Warranty form.*

*The Builder makes no housing merchant implied warranty or any other warranties, express or implied, in connection with the attached sales contract or the warranted Home, and all such warranties are excluded, except as expressly provided in this Limited Warranty. There are no warranties which extend beyond the fact of this Limited Warranty.*

*Some regulating agencies do not allow the exclusion or limitation of incidental or consequential damages by the Warrantor so all of the limitations or exclusions of this Limited Warranty may not apply to you.*

**BENNETT MILLER HOMES**  
1806 S. Ervay St.  
Dallas, Texas 75215  
214-565-8440

*Dear Home Buyer,*  
*Congratulations on the purchase of your new Home. This is probably one of the largest, most important investments you've ever made and we wish you many years of enjoyment. You've chosen a Home which includes the Bennett Miller Homes Limited Warranty, assurance that your investment is well protected. This book explains the Limited Warranty in its entirety, and we encourage you to take time to READ IT CAREFULLY.*

*This Limited Warranty provides you with protection in accordance with this warranty book for ten full years of Home ownership. During the first two years, your Builder is responsible for specified warranty obligations. In the unlikely event your Builder is unable or unwilling to perform, the Warranty is provided subject to the conditions, terms and exclusions listed. For the remaining eight years, your Warranty applies to Major Structural Defects as defined in this book.*

*This is not a warranty service contract, but a written ten-year limited warranty which Bennett Miller Homes has elected to provide with your Home.*

*Take time now to read this book. Familiarize yourself with the Warranty and its limitations. Contact your Builder regarding specific construction standards and how they apply to your Home.*

*Again, congratulations and enjoy your new Home!*

*Very truly yours,*

**BENNETT MILLER HOMES**

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## **SECTION I. Definitions**

### **Introduction**

To help you better understand your Limited Warranty, refer to the following list of definitions which apply in this book.

### **Definitions\***

#### **1. Appliances and Items of Equipment, including Attachments and Appurtenances**

Water heaters, pumps, stoves, refrigerators, compactors, garbage disposals, ranges, dishwashers, washers and dryers, bathtubs, sinks, commodes, faucets, light fixtures, switches, outlets, thermostats, furnaces and oil tanks, humidifiers, oil purifiers, air conditioning materials, in-house sprinkler systems and similar items.

#### **2. Application For Warranty form**

The form signed at closing by you, the Purchaser, and your Builder which identifies the location, the Effective Date Of Warranty and the Final Sales Price of the enrolled Home.

#### **3. Arbitrator**

A representative of an independent arbitration service agreed upon by you, the Purchaser, and the Administrator to determine coverage on an Unresolved Warranty Issue.

#### **4. Builder**

Bennett Miller Homes, 1806 S. Ervay St., Dallas, TX 75215, 214/565-8440.

#### **5. Bennett Miller Homes (“BMH”)**

See Insurer

#### **6. Building Codes**

The following codes are acceptable to the Insurer of the Limited Warranty:

- a. Building Codes
  - (1) CABO 1 & 2 Family Dwelling Code
  - (2) National Building Code (BOCA)
  - (3) Southern Building Code (SBCCI)
  - (4) Uniform Building Code (ICBO)
  - (5) International Building Code (IBC), (IRC)
- b. Mechanical Codes
  - (1) CABO 1 & 2 Family Dwelling Code
  - (2) National Mechanical Code (BOCA)
  - (3) Southern Mechanical Code (SBCCI)
  - (4) Uniform Mechanical Code (ICBO)
  - (5) International Building Code (IBC), (IRC)
- c. Plumbing Code
  - (1) CABO 1 & 2 Family Dwelling Code
  - (2) International Plumbing Code
  - (3) National Plumbing Code (BOCA)
  - (4) Southern Plumbing Code (SBCCI)
  - (5) Southern Gas Code (SBCCI)
  - (6) Uniform Plumbing Code (ICBO)

- (7) International Building Code (IBC), (IRC)
- d. Electrical Codes
  - (1) CABO 1 & 2 Family Dwelling Code
  - (2) National Electrical Code (NEC)

## **7. Consequential Damages**

All consequential damages, including, but not limited to, damage to the Home that is caused by a warranted Defect but is not itself a warranted Defect and costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs.

## **8. Cooling, Ventilating and Heating Systems**

All ductwork, refrigerant lines, steam and water pipes, registers, convectors and dampers.

## **9. Defect**

A condition of any item warranted by this Limited Warranty which exceeds the allowable tolerance specified in this Limited Warranty. Failure to complete construction of the Home or any portion of the Home, in whole or in part, is not considered a Defect.

## **10. Effective Date of Warranty**

The date coverage begins as specified on the Application for Warranty form.\*

## **11. Electrical Systems**

All wiring, electrical boxes and connections up to the house side of the meter base.

## **12. Home**

The single family dwelling, identified on the Application for Warranty form, which may be a townhome, or duplex.

## **13. Insurer**

Bennett Miller Homes. Located at 1806 S. Ervay St., Dallas, TX 75215, phone: 214/565-8440.

## **14. Limited Warranty**

The terms and conditions contained in this book including any applicable addenda.

## **15. Major Structural Defects (MSD)\***

All of the following conditions must be met to constitute a Major Structural Defect:

- a. actual physical damage to one or more of the following specified load-bearing segments of the Home;
- b. causing the failure of the specific major structural components; and
- c. which affects its load-bearing function to the degree that it materially affects the physical safety of the occupants of the Home.

Load-bearing components of the Home deemed to have MSD potential:

- (1) roof framing members (rafters and trusses);
- (2) floor framing members (joists and trusses);
- (3) bearing walls;
- (4) columns;
- (5) lintels (other than lintels supporting veneers);
- (6) girders;
- (7) load-bearing beams; and
- (8) foundation systems and footings.

Examples of non-load-bearing elements deemed not to have Major Structural Defect potential:

- (1) non-load-bearing partitions and walls;
- (2) wall tile or paper, etc.;
- (3) plaster, laths or drywall;
- (4) flooring and subflooring material;
- (5) brick, stucco, stone or veneer;
- (6) any type of exterior siding;
- (7) roof shingles, sheathing\* and tarpaper;
- (8) Heating, Cooling, Ventilating, Plumbing, Electrical and mechanical Systems;
- (9) Appliances, fixtures or Items of Equipment; and
- (10) doors, windows, trim, cabinets, hardware, insulation, paint and stains.

**16. Owner**

See Purchaser.

**17. Plumbing Systems**

All pipes located within the Home and their fittings, including gas supply lines and vent pipes.

**18. Purchaser**

You. The Purchaser includes the first buyer of the warranted Home and any and all subsequent Owners who take title within the warranty period.

**19. Residence**

See Home.

**20. Sewage Disposal System (Private or Public)**

This system includes, but is not limited to, all waste, drainage, sewer pipes and lines, cleanouts, tanks, pumps, drainfields and seepage pits, outside and beyond the exterior wall of the Home.

**21. Structurally Attached**

An integral part of the Home being structurally supported by footings, block walls or reinforced concrete and connected to the foundation of the Home.

**22. Unresolved Warranty Issue**

All requests for warranty performance, demands, disputes, controversies and differences that may arise between the parties to this Limited Warranty that cannot be resolved among the parties. An Unresolved Warranty Issue may be a disagreement regarding:

- a. the coverages in this Limited Warranty;
- b. an action performed or to be performed by any party pursuant to this Limited Warranty;
- c. the cost to repair or replace any item covered by this Limited Warranty.

**23. Warrantor**

Your Builder in Years 1 and 2; the Insurer in Years 3 through 10 and in Years 1 and 2 if your Builder defaults.

**24. Water Supply System (Private or Public)**

This system includes, but is not limited to, all supply and distribution pipes, fittings, valves, pumps and wells, outside the exterior wall of the Home, which supply water to the Home.

## SECTION II. The Limited Warranty

### A. Definitions\*

1. This book provides specific details, conditions and limitations of the Limited Warranty including procedures for requesting warranty performance and for binding arbitration, in accordance with the procedures of the Federal Arbitration Act. Additional information may be received by calling the Insurer at 214/880-7557. Read this document in its entirety to understand the protections it affords, the exclusions applicable to it, the Warranty Standards which determine its interpretations and operation and your responsibilities.
2. This is NOT an insurance policy, a maintenance agreement or a service contract. It is an explanation of what you, the Purchaser, can expect from this Limited Warranty.
3. Appliances and Equipment included in the Home are not warranted under this Limited Warranty, but may be covered by separate warranties provided by the manufacturer or supplier. These warranties are passed on to you by BMC at closing and are separate from this Limited Warranty.
4. You are responsible for maintenance of your new Home. General and preventative maintenance are required to prolong the life of your new Home.
5. This Limited Warranty is **automatically transferred** to subsequent Owners during the ten-year term of this Limited Warranty.
6. This Limited Warranty is subject to changes required by HUD. FHA and VA have mandated the additions noted in the Addendum Section of this Limited Warranty book. Notations throughout indicate where the Addendum applies.

### B. The Limited Warranty

1. **Actions taken to cure Defects will NOT extend the periods of specified coverages in this Limited Warranty.**
2. Only warranted items which are specifically designated in the Warranty Standards are covered by this Limited Warranty.
3. This Warrantor has the choice to repair, replace or pay the reasonable cost to repair or replace warranted items which do not meet the Warranty Standards and are not excluded in the Limited Warranty.
4. If a warranted MSD occurs, during the appropriate coverage period, and is reported as required in **Section IV**, the Warrantor will repair, replace or pay you the reasonable cost to repair or replace the warranted MSD, limited to actions necessary to restore the MSD to its load-bearing capacity.

### C. Warranty Coverage

1. **One Year Coverage:** Your Builder warrants that for a period of one (1) year after the Effective Date Of Warranty, warranted items will function and operate as presented in the Warranty Standards of Year 1, **Section III.A.** Coverage is ONLY available where specific Standards and Actions are represented in this Limited Warranty.\*
2. **Two Year Coverage:** Your Builder warrants that for a period of two (2) years from the Effective Date Of Warranty, specified portions of the Heating, Cooling, Ventilating, Electrical and Plumbing Systems, as defined in this Limited Warranty, will function and operate as presented in the Warranty Standards of Years 1 and 2 only, **Section III.B.**

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\* FHA/VA Homeowners, refer to HUD Addendum, Section VI.

3. **Ten Year Coverage:** Major Structural Defects (MSD) are warranted for ten (10) years from the Effective Date Of Warranty.

Your Builder is the Warrantor during Years 1 and 2 of this Limited Warranty and the Insurer is the Warrantor in Years 3 through 10.

#### **D. Conditions\***

1. This Limited Warranty provides coverage only in excess of coverage provided by other warranties or insurance, whether collectible or not.
2. This Limited Warranty is binding on the Builder and you and your heirs, executors, administrators, successors and assigns.
3. This Limited Warranty shall be interpreted and enforced in accordance with the laws of the State of Texas.
4. This Limited Warranty is separate and apart from your contract and/or other sales agreements with your Builder. It cannot be affected, altered or amended in any way by any other agreement which you may have.
5. This Limited Warranty cannot be modified, altered or amended in any way except by a formal written instrument signed by you, your Builder and the Insurer.
6. If any provision of this Limited Warranty is determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.
7. All notices required under this Limited Warranty may be in writing and sent by certified mail, return receipt requested, postage prepaid, to the recipient's address shown on the Application For Warranty form, or to whatever address the recipient may designate in writing.
8. If actions by the Warrantor on any obligations under this Limited Warranty are delayed by an event beyond its control, such performance will be excused until the delaying effects of the event are remedied. Such events include, but are not limited to, acts of God, acts of the common enemy, war, riot, civil commotion or sovereign conduct, or acts or omissions by you or any other person not a party of this Limited Warranty.
9. If your Builder fails to complete any part of the Home that is reasonably foreseeable to cause structural damage to the Home, then it is your responsibility to complete such parts of the Home to avoid the structural damage. If you fail to complete the work, then any resulting structural damage is not covered under this Limited Warranty.\*
10. Costs incurred for unauthorized repairs to warranted items are not reimbursable. Written authorization prior to incurring expenses must be obtained from the Insurer.\*
11. Whenever appropriate, the use of one gender includes all genders and the use of the singular includes the plural.
12. Under this Limited Warranty, the Warrantor is not responsible for exact color, texture or finish matches in situations where materials are replaced or repaired, or for areas repainted or when original materials are discontinued.
13. Your Builder must assign to you all manufacturers' warranties on products included in the Final Sales Price of your Home.
14. You are responsible for establishing a written, final walk-through inspection list of items in need of service prior to occupancy or closing, whichever is first. This list must be signed and dated by you and your Builder. Keep a copy for your records.

## E. Exclusions

### The following are NOT covered under this Limited Warranty:

1. Loss or damage:
  - a. to land,
  - b. to the Home, persons or property directly or indirectly caused by insects, birds, vermin, rodents, or wild or domestic animals.
  - c. which arises while the Home is used primarily for non-residential purposes.
  - d. caused by soil movement, including subsidence, expansion or lateral movement of the soil which is covered by any other insurance or for which compensation is granted by legislation.\*
  - e. resulting directly or indirectly from flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these (whether or not driven by wind), water which backs up from sewers or drains, changes in the water table which were not reasonably foreseeable, water below the surface of the ground (including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool, or other structure), wetlands, springs or aquifers.\*
  - f. from normal deterioration or wear and tear.
  - g. caused by material or work supplied by anyone other than your Builder or its employees, agents or subcontractors, including the items listed as additional exclusions on the Application For Warranty form.
  - h. after Year 1, to, resulting from, or made worse by all components of structurally attached decks, balconies, patios, porches, porch roofs and porticos.
  - i. after Year 1, to, resulting from, or made worse by elements of the Home which are constructed separate from foundation walls or other structural elements of the Home such as, but not limited to, chimneys and concrete floors of basements and attached garages.
  - j. to wiring, to and between communication devices from the source of power, whether or not connected to the interior wiring system of the Home. Such devices shall include, but not be limited to, telephone systems, television cable systems, intercom systems, computer systems and security systems. Sources of power shall include, but not be limited to, service entrance conductors, switches, outlets, receptacles and junction boxes.
  - k. to recreational facilities, driveways, walkways, patios, porches and stoops not structurally attached; decks and balconies which are not bolted to or cantilevered from the main structure of the Home; boundary and/or retaining walls; bulkheads; fences; landscaping, sodding, seeding, shrubs, trees and plantings; subsurface drainage systems (other than footer drains); lawn sprinkler systems, off-site improvements, including streets, sidewalks, adjacent property and the like; or any other improvements not part of the Home itself.
2. Loss or damage resulting from, or made worse by:
  - a. changes in the grading of the property surrounding the Home by anyone other than your Builder or its employees, agents or subcontractors.
  - b. changes in grading cause by erosion.
  - c. modifications or additions to the Home, or property under or around the Home, made after the Effective Date Of Warranty (other than changes made in order to meet the obligations of this Limited Warranty).
  - d. intrusion of water into crawl spaces.\*
  - e. the weight and/or performance of any type of waterbed or any other furnishing which exceeds the load-bearing design of the Home.
  - f. the presence or consequence of unacceptable levels of radon, formaldehyde, carcinogenic substances or other pollutants and contaminants; or the presence of hazardous or toxic materials resulting in uninhabitability or health risk within the Home.

- g. acts or omissions by you, your agents, employees, licensees, invitees; accidents, riots, civil commotion, nuclear hazards, acts of God or nature, fire, explosion, blasting, smoke, water escape, windstorms, hail, lightning, ice, snow, falling trees, aircraft, vehicles, flood, mud slides, sinkholes, mine subsidence, faults, crevices, earthquake, land shock waves or tremors occurring before, during or after a volcanic eruption.
  - h. your failure to perform routine maintenance.
  - i. your failure to minimize or prevent such loss or damage in a timely manner.
  - j. defects in, but not limited to: recreational facilities; driveways, walkways; patios, porches and stoops not structurally attached; decks and balconies which are not bolted to or cantilevered from the main structure of the Home; boundary and/or retaining walls; bulkheads; fences; landscaping, sodding, seeding, shrubs, trees and plantings; subsurface drainage systems (other than footer drains); lawn sprinkler systems; off-site improvements, including streets, sidewalks, adjacent property and the like; or any other improvements not part of the Home itself.
  - k. defects in detached garages or outbuildings (except those which contain Plumbing, Electrical, Heating, Cooling or Ventilating Systems serving the Home, and then only to the extent where Defects would affect these systems). A detached garage is one which is constructed on its own foundation, separate and apart from the foundation of the Home. A breezeway, fence, utility line or similar union shall not cause a garage or outbuilding to be considered attached.
  - l. negligent maintenance or operation of the Home and its systems by anyone other than your Builder or its agents, employees or subcontractors.
  - m. any portion of a Water Supply System, private or public, including volume and pressure of water flow.\*
  - n. quality and potability of water.
  - o. any portion of a Sewage Disposal System, private or public, including design.\*
  - p. dampness, condensation or heat build-up caused by your failure to maintain proper ventilation.\*
3. Failure of your Builder to complete construction of the Home or any part of the Home on or before the Effective Date Of Warranty or damages arising from such failure. An incomplete item is not considered a Defect, although your Builder may be obligated to complete such items under separate agreements between you and your Builder.
  4. Any deficiency which does not result in actual physical damage or loss to the Home.
  5. Any Consequential Damages.\*
  6. Personal property damage or bodily injury.
  7. Violation of applicable Building Codes or ordinances unless such violation results in a Defect which is otherwise covered under this Limited Warranty. Under such circumstances, the obligation of the Warrantor under this Limited Warranty shall only be to repair the defective warranted portion of the Home, but not to restore or bring the Home to conform to code.
  8. Any request for warranty performance submitted to the Insurer after an unreasonable delay or later than thirty (30) days after the expiration of the applicable warranty period.
  9. Warranted Defects that you repair without prior written authorization of the Insurer.
  10. Any damages to, or resulting from a swimming pool whether located within or outside the Home, as a result of its construction, placement, use, equipment, maintenance, etc.
  11. The removal and/or replacement of items specifically excluded from coverage under this Limited Warranty, such as landscaping or personal property, items not originally installed by your Builder such as wallpaper, where removal and replacement are required to execute a repair.
  12. Any Defect consisting of, caused by, contributed to, or aggravated by moisture, wet or dry rot, mold, mildew, fungus or rust.

13. Sound transmission and sound proofing between rooms or floor levels.
14. Appliances and Equipment included in the Home are not warranted under this Limited Warranty, but may be covered by separate warranties provided by the manufacturer or supplier. These warranties are passed on to you by your Builder at closing and are separate from this Limited Warranty.

**F. Limitation of Liability**

1. The Warrantor's liability and obligations are limited to the repair, replacement or the payment of the reasonable cost of repair or replacement of warranted items not to exceed an aggregate equal to the Final Sales Price of the Home as listed on the Application For Warranty form or in the absence of an Application for Warranty form, as otherwise provided to your Builder. The choice to repair, replace or make payment is the Warrantor's.
2. All other warranties, express or implied, including but not limited to, all implied warranties of fitness, merchantability or habitability, are disclaimed and excluded to the extent allowed by law.

The following Performance Standards are applicable only to Warranted Items stated in Section II of this Limited Warranty. Read Section II to determine if the following Performance Standards apply.

**SECTION III.  
Performance Standards**

**A. Year 1 Coverage Only**

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>1. FOUNDATIONS AND SLABS</b>			
RAISED FLOOR FOUNDATIONS OR CRAWL SPACES	1.1 A crawl space shall be graded and drained properly to prevent surface run-off from accumulating deeper than two inches in areas 36 inches or larger in diameter. Exterior drainage around perimeter crawl space wall shall not allow water to accumulated within ten feet of the foundation for more than 24 hours after a rain except in a sump that drains other areas.	If the crawl space is not graded or does not drain in accordance with the performance standard, the Builder shall take such action as is necessary to bring the variance within the standards.	The Homeowner shall not modify improperly the existing grade or allow water from an irrigation system to cause water to accumulate excessively under the foundation. The Homeowner shall not allow landscape plantings to interfere with proper drainage away from the foundation. The Homeowner shall not use the crawl space for storage of any kind.
	1.2 Water shall not enter through the basement or crawl space wall or seep through the basement floor.	If water enters the basement or crawl space wall or seeps through the basement floor, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall not modify improperly the existing grade or allow water from the irrigation system to cause water to accumulate excessively near the foundation. The Homeowner shall not allow landscape plantings to interfere with proper drainage away from the foundation.
CONCRETE SLAB FOUNDATIONS, EXCLUDING FINISHED CONCRETE FLOORS	1.3 Concrete floor slabs in living spaces that are not otherwise designed with a slope for drainage, such as a laundry room, shall not have excessive pits depressions or unevenness equal to or exceeding 3/8 of an inch in any 32 inches and shall not have separations or cracks that equal or exceed 1/8 of an inch in width or 1/16 of an inch in vertical displacement.	If a concrete floor slab in a living space fails to meet the standard, the Builder shall take action as is necessary to bring the variance within that standard.	Surfaces altered incident to any repair will be finished or touched up to mach the surrounding area as closely as practical.
	1.4 Concrete slabs shall not have protruding objects, such as a nail, rebar or wire mesh.	If a concrete slab has a protruding object, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding areas as closely as practical.
	1.5 A separation in an expansion joint in a concrete slab shall not equal or exceed ¼ of an inch vertically or one inch horizontally from an adjoining section.	If an Expansion joint in a concrete slab fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding areas a closely as practical.

The following Performance Standards are applicable only to Warranted Items stated in Section II of this Limited Warranty. Read Section II to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>1. FOUNDATIONS AND SLABS</b>			
EXTERIOR CONCRETE INCLUDING PATIOS, STEM WALLS, DRIVEWAYS, STAIRS OR WALKWAYS	1.6 Concrete corners or edges shall not be damaged excessively due to construction activities.	If a concrete corner or edge is damaged excessively, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding areas as closely as practical.
	1.7 A crack in exterior concrete shall not cause vertical displacement equal to or in excess of ¼ of an inch or horizontal separation equal to or excess of ¼ of an inch.	If an exterior concrete slab is cracked, separated or displaced beyond the performance standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall not over-water surrounding soil or allow the surrounding soil to become excessively dry. The Homeowner shall not allow heavy equipment to be placed on the concrete.
	1.8 The finish on exterior concrete shall not be excessively smooth, so that the surface becomes slippery.	If the finish on exterior concrete is excessively smooth so that the surface becomes slippery, the Builder shall take such action as is necessary to bring the variance within the standard.	A concrete surface that has been designed to be smooth is excepted from this performance standard.
	1.9 Exterior concrete shall not contain a protruding object, such as a nail, rebar or wire mesh.	If an exterior concrete surface has a protruding object, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	1.10 A separation in an expansion joint in an exterior concrete shall not equal or exceed ½ of an inch vertically from an adjoining section or one inch horizontally, including joint material.	If an expansion joint fails to perform in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	1.11 A separation in a control joint shall not equal or exceed ¼ of an inch vertically or ½ of an inch horizontally from an adjoining section.	If a control joint fails to perform in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	1.12 Concrete stair steepness and dimensions, such as tread width, riser height, landing size and stairway width shall comply with the Code.	If the steepness and dimensions of concrete stairs do not comply with the Code, the Builder shall take such action as is necessary to bring the variance within the standard for Code compliance.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	1.13 Handrails shall remain securely attached to concrete stairs.	If handrails are not firmly attached to the concrete stairs, the Builder shall take such steps necessary as to attach the rails securely.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

The following Performance Standards are applicable only to Warranted Items stated in Section II of this Limited Warranty. Read Section II to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>1. FOUNDATIONS AND SLABS</b>			
	1.14 Concrete stairs or stoops shall not settle or heave in an amount equal to or exceeding 3/8 of an inch. Concrete stairs or stoops shall not separate from the Home in an amount equal to or exceeding one inch, including joint material.	If the stairs or stoops settle or heave or separate from the Home in an amount equal to or exceeding the standard, Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	1.15 A driveway will not have a negative slope unless due to site conditions, the lot is below the road. If a driveway has a negative slope due to site conditions, it shall have swales or drains properly installed to prevent water from entering into the garage.	If a driveway has a negative slope that allows water to enter the garage in normal weather conditions, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	1.16 Concrete floor slabs in detached garages, carports or porte-cocheres shall not have excessive pits, depressions, deterioration or unevenness. Separations or cracks in these slabs shall not equal or exceed 3/16 of an inch in width, except at expansion joints, or 1/8 of an inch in vertical displacement.	If a concrete floor slab in a detached garage, carport or porte-cochere does not meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>2. FRAMING</b>			
WALLS	2.1 Walls shall not bow or have depressions that equal or exceed ¼ of an inch out of line within any 32-inch horizontal measurement as measured from the center of the bow or depression or ½ of an inch within any 8-foot vertical measurement.	If a wall does not meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	2.2 Walls shall be level, plumb and square to all adjoining openings or other walls within 3/8 of an inch in any 32-inch measurement.	If a wall does not meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	2.3 A crack in a beam or a post shall not equal or exceed ½ of an inch in width at any point along the length of the crack.	If a crack in the beam or post fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

The following Performance Standards are applicable only to Warranted Items stated in Section II of this Limited Warranty. Read Section II to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>2. FRAMING</b>			
	2.4 A non-structural post or beam shall not have a warp or twist equal or exceeding one inch in 8-feet of length. Warping or twisting shall not damage beam pocket.	If a non-structural post or beam fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	2.5 Exterior sheathing shall not delaminate or swell.	If exterior sheathing delaminates or swells, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall not make penetrations in the exterior finish of a wall that allow moisture to come in contact with the exterior sheathing.
	2.6 An exterior moisture barrier shall not allow an accumulation of moisture inside the barrier.	If an exterior sheathing barrier allows an accumulation of moisture inside the barrier, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall not make penetrations through the exterior moisture barrier that permit the introduction of moisture inside the barrier.
CEILINGS	2.7 A ceiling shall not bow or have depressions that equal or exceed ½ of an inch out of line within a 32-inch measurement as measured from the center of the bow or depression running parallel with a ceiling joist.	If a ceiling has a bow or depression that is greater than the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
SUB-FLOORS	2.8 Under normal residential use, the floor shall not make excessive squeaking or popping sounds.	If the floor makes excessive squeaking and popping sounds under normal residential use, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	2.9 Sub-floors shall not delaminate or swell to the extent that it causes observable physical damage to the floor covering or visually affects the appearance of the floor covering.	If a sub-floor delaminates or swells to the extent that it affects the flooring covering as stated, the Builder shall take such action as is necessary to bring the variance within the standard.	Exposed structural flooring, where the structural flooring is used as the finished flooring, is excluded from the standard.
	2.10 Sub-flooring shall not have excessive humps, ridges, depressions or slope within any room that equals or exceeds 3/8 of an inch in any 32-inch depression.	If the sub-flooring fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
STAIRS	2.11 Stair steepness and dimensions such as tread width, riser height, landing size and stairway width, shall comply with the Code.	If stair steepness and dimensions do not comply with the Code, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	2.12 Under normal residential use, stairs shall not make excessive squeaking or popping sounds.	If stairs make excessive squeaking and popping sounds under normal residential use, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

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CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>3. DRYWALL</b>			
DRYWALL	3.1 A drywall surface shall not have a bow or depression that equals or exceeds ¼ of an inch out of line within any 32-inch horizontal measurement as measured from the center of the bow or depression or ½ of an inch within any 8-foot vertical measure.	If a drywall surface fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	3.2 A ceiling made of drywall shall not have bow or depressions that equal or exceed ½ of an inch out of line within a 32-inch measurement as measured from the center of the bow or depression running parallel with a ceiling joist or within ½ of an inch deviation from the plane of the ceiling within any 8-foot measurement.	If a drywall ceiling fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	3.3 A drywall surface shall not have a crack such that any crack equals or exceeds 1/32 of an inch in width at any point along the length of the crack.	If a drywall surface has a crack that exceeds the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	3.4 Crowning at a drywall joint shall not equal or exceed ¼ of an inch within a 12-inch measurement centered over the drywall joint.	If crowning at a drywall joint exceeds the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	Crowning occurs when a drywall joint is higher than the plane of the drywall board on each side.
	3.5 A drywall surface shall not have surface imperfections such as blisters, cracked corner beads, seam lines, excess joint compound or trowel marks that are visible from a distance of 6 feet or more in normal light.	If a drywall surface fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	3.6 A drywall surface shall not be out of level (horizontal), plumb (vertical) or square (perpendicular at a 90-degree angle) such that there are variations in those measurements to wall or surface edges at any opening, corner sill, shelf, etc. shall not equal or exceed 3/8 of an inch in any 32-inch measurement along the wall or surface.	If a drywall surface fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	3.7 Nails or screws shall not be visible in a drywall surface.	If nails or screws are visible, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

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CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>4. INSULATION</b>			
INSULATION	4.1 Insulation shall be installed in the walls, ceilings and floors of a Home in accordance with the building plan and specifications and the Code.	If the insulation in walls, ceilings or floors is not in accordance with the building plans and specifications and the Code, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	4.2 Blown insulation in the attic shall not displace or settle so that it reduces the R-value below manufacturer's specifications, the building plans and the Code.	If the blown insulation in the attic reduces, settles or is displaced to the extent that the R-value is below the manufacturer's specifications, the building plans and Code, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	4.3 A gap equal to or in excess of ¼ of an inch between insulation batts or a gap between insulation batts and framing members is not permitted.	If a gap equal to or greater than ¼ of an inch occurs between insulation batts or a gap occurs between an insulation batt and a framing member, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	4.4 Insulation shall not cover or block a soffit vent to the extent that it blocks the free flow of air.	If the insulation covers or blocks the soffit vent, the Builder shall take such action as is necessary to bring the variance within the standard.	Crowning occurs when a drywall joint is higher than the plane of the drywall board on each side.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>5. EXTERIOR SIDING &amp; TRIM</b>			
EXTERIOR SIDING	5.1 Exterior siding shall be equally spaced and properly aligned. Horizontal siding shall not equal or exceed ½ of an inch off parallel with the bottom course or ¼ of an inch off parallel with the adjacent course from corner to corner.	If siding is misaligned or unevenly spaced and fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.2 Siding shall not gap or bow. A siding end joint shall not have gap that equals or exceeds ¼ of an inch in width. Siding end joint gaps shall be caulked. A bow in siding shall not equal or exceed 3/8 of an inch out of line in a 32-inch measurement.	If siding has gaps or bows that exceed the standards, the Builder shall take such action as is necessary to bring the variance with the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.3 Nails shall not protrude from the finished surface of siding but nail heads may be visible on some products where allowed by the manufacturer's specifications.	If a nail protrudes from the finished surface of siding, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

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CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>5. EXTERIOR SIDING &amp; TRIM</b>			
	5.4 Siding shall not have a nail stain.	If siding has a nail stain, the Builder shall take such action as is necessary to bring the variance within the standard.	Crowning occurs when a drywall joint is higher than the plane of the drywall board on each side.
	5.5 Siding and siding knots shall not become loose or fall off.	If siding or siding knots become loose or fall off, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.6 Siding shall not delaminate.	If siding fails to comply with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.7 Siding shall not cup in an amount equal to or exceeding ¼ of an inch in a 6-foot run.	If siding fails to comply with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.8 Siding shall not have cracks or splits that equal or exceed 1/8 of an inch in width.	If siding fails to comply with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
EXTERIOR TRIM	5.9 A joint between two trim pieces shall not have a separation at the joint equal to or exceeding ¼ of an inch in width and all trim joints shall be caulked.	If there is a separation at a trim joint that fails to comply with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.10 Exterior trim and eave block shall not warp in an amount equal to or exceeding ½ of an inch in an 8-foot run.	If exterior trim or eave block warps in excess of the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.11 Exterior trim and eave block shall not cup in an amount equal to or in excess of a ¼ of an inch in a 6-foot run.	If exterior trim or eave block cups in excess of the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.12 Exterior trim and eave block shall not have cracks or splits equal to or in excess of 1/8 of an inch in average width.	If exterior trim or eave block has cracks in excess of the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.13 Trim shall not have nails that completely protrude through the finished surface of the trim but nail heads may be visible on some products.	If a nail protrudes from the finished surface of the trim, the Builder shall take such action as is necessary to bring the variance within the standard.	Some products specify that the nails be flush with the trim surface. When these products are used, visible nail heads are not considered protruding nails as long as they are painted over.
	5.14 Trim shall not have a nail stain.	If trim has a nail stain, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

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CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>6. MASONRY INCLUDING BRICK, BLOCK &amp; STONE</b>			
MASONRY	6.1 A masonry wall shall not bow in an amount equal to or in excess of one inch when measured from the base to the top of the wall.	If a masonry wall fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The standard does not apply to natural stone products.
	6.2 A masonry unit or mortar shall not be broken or loose.	If a masonry unit or mortar fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	6.3 A masonry mortar crack shall not equal or exceed 1/8 of an inch in width	If a crack in masonry mortar fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	6.4 A masonry unit or mortar shall not deteriorate.	If a masonry unit or mortar fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	6.5 Masonry shall not have dirt, stain or debris on the surface due to construction activities.	If masonry fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	6.6 A gap between masonry and adjacent material shall not equal or exceed ¼ of an inch in average width and all such gaps shall be caulked.	If a gap between masonry and adjacent material fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	6.7 Mortar shall not obstruct a functional opening, such as a vent, weep hole or plumbing cleanout.	If the mortar obstructs a functional opening, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall not put any material into weep holes. Weep holes are an integral part of the wall drainage system and must remain unobstructed.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>7. STUCCO</b>			
STUCCO	7.1 Stucco surfaces shall not be excessively bowed, uneven, or wavy.	If a stucco surface fails to perform as stated, the Builder shall take such action as is necessary to bring the variance within the standard.	This standard shall not apply to decorative finishes.
	7.2 Stucco shall not be broken or loose.	If stucco is broken or loose, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

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CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>7. STUCCO</b>			
	7.3 Stucco shall not have cracks that equal or exceed 1/8 of an inch in width at any point along the length of the crack.	If the stucco fails to perform as stated, the Builder shall take such action as is necessary to bring the variance within the standard.	The Builder shall not be responsible for repairing cracks in stucco caused by the Homeowner's actions, including the attachment of devices to the stucco surface, such as, but not limited to, patio covers, plant holders, awnings and hose racks.
	7.4 Stucco shall not deteriorate excessively.	If the stucco deteriorates excessively, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall not allow water from irrigation systems to contact stucco finishes excessively.
	7.5 Stucco shall not have dirt, stain or debris on surface due to construction activities.	If the stucco fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	7.6 Stucco surfaces shall not have imperfections that are visible from a distance of 6 feet under normal lighting conditions that disrupt the overall uniformity of the finished pattern.	If the stucco fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	7.7 The lath shall not be exposed.	If the lath is exposed, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	7.8 A separation between the stucco joints shall not equal or exceed 1/16 of an inch in width.	If a separation between the stucco joints occurs in excess of the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	7.9 A separation between a stucco surface and adjacent material shall not equal or exceed 1/4 of an inch in width and all separations shall be caulked.	If a separation occurs between a stucco surface and adjacent material occurs in excess of the standard or if such a separation is not caulked, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	7.10 Stucco shall not obstruct a functional opening, such as a vent, weep hole or plumbing cleanout.	If stucco obstructs a functional opening, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	7.11 Stucco screed shall have a minimum clearance of at least 4 inches above the soil or landscape surface and at least 2 inches above any paved surface.	If the stucco screed clearance does not meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	7.12 Exterior Installation Finish Systems (EIFS) stucco screed shall clear any paved or unpaved surface by 6 inches.	If the EIFS stucco screed clearance does not meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None

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CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>8. ROOFS</b>			
ROOFS	8.1 Flashing shall prevent water penetration.	If the flashing fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Builder shall not be responsible for leaks caused by extreme weather.
	8.2 The roof shall not leak.	If the roof fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Builder shall not be responsible for leaks caused by extreme weather. The Homeowner shall perform periodic maintenance to prevent leaks due to build-up of debris, snow or ice. The Homeowner shall take such action as is necessary to prevent downspouts and gutters from becoming clogged.
	8.3 A vent, louver or other installed attic opening shall not leak.	If a vent, louver or other installed attic opening fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Builder shall not be responsible for leaks caused by extreme weather.
	8.4 A gutter or downspout shall not leak or retain standing water. After cessation of rainfall, standing water in an unobstructed gutter shall not equal or exceed ½ of an inch in depth.	If a gutter or downspout fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Builder shall not be responsible for leaks caused by extreme weather. The Homeowner shall maintain and clean gutters and downspouts to prevent buildup of debris or other obstructions.
	8.5 Shingles, tiles, metal or other roofing materials shall not become loose or fall off in wind speeds less than those set forth in the manufacturer's specifications.	If the shingles, tiles, metal or other roofing materials fail to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	8.6 A skylight shall not leak.	If a skylight fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	8.7 Water shall drain from a built-up roof within two hours after cessation of rainfall.	If the built-up roof fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The standard does not require that the roof dry completely within the time period.
	8.8 A roof tile shall not be cracked or broken. No shingle shall be broken so that it detracts from the overall appearance of the Home.	If roof tiles or shingles fail to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	8.9 A pipe, vent, fireplace or other object designed to penetrate the roof shall not be located within the area of roof valley centerline without proper "cricketing" or other Code-approved water diversion methods.	If a pipe, vent, fireplace or other object designed to penetrate the roof is not correctly located as provided in the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

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CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>8. ROOFS</b>			
	8.10 The exterior moisture barrier of the roof shall not allow moisture penetration.	If the exterior moisture barrier fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall not make penetrations through exterior moisture barrier of the roof.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>9. DOORS &amp; WINDOWS</b>			
DOORS & WINDOWS	9.1 When closed, a door or window shall not allow excessive infiltration of air or dust.	If a door or window fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	9.2 When closed, a door or window shall not allow excessive accumulation of moisture inside the door or window.	If a door or window fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall keep weep holes on windows and doors free of dirt buildup and debris, thereby allowing water to drain properly. Most door and window assemblies are designed to open, close and weep moisture – allow condensation or minor penetration by the elements to drain outside.
	9.3 Glass in doors and windows shall not be broken due to improper installation or construction activities.	If glass in a window or door is broken due to improper installation or construction activities, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	9.4 A screen in a door or window shall fit properly and shall not be torn or damaged due to construction activities. A screen shall not have a gap equal to or exceeding ¼ of an inch between the screen frame and the window frame.	If a screen in a door or window fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	9.5 There shall be no condensation between window and door panes in a sealed insulated glass unit.	If a window or door fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall not apply a tinted window film or coating to window or door panes in sealed, insulated glass walls.
	9.6 A door or window latch or lock shall close securely and shall not be loose or rattle.	If a door, window latch or lock fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	9.7 A door or window shall operate easily and smoothly and shall not require excessive pressure when opening or closing.	If a door or window fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

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CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>9. DOORS &amp; WINDOWS</b>			
	9.8 A door or window shall be painted or stained according to the manufacturers' specifications.	If a window or door fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
WINDOWS	9.9 A double hung window shall not move more than two inches when put in an open position.	If a window fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
DOORS	9.10 A sliding door and door screen shall stay on track.	If a sliding door or door screen fails to perform to the standard, Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall clean and lubricate sliding door or door screen hardware as necessary.
	9.11 The spacing between an interior door bottom and original floor covering, except closet doors, shall not exceed 1.5 inches and shall be at least ½ of an inch. The spacing between an interior closet door bottom and original floor covering shall not exceed two inches and shall be at least ½ of an inch.	If the spacing between a door bottom and the original floor covering does not meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	9.12 A door shall not delaminate.	If a door becomes delaminated, a Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	9.13 A door panel shall not split or that light from the other side is visible.	If a door panel fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	9.14 A door shall open and close without binding.	If a door fails to perform in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	9.15 A door shall not warp to the extent that it becomes inoperable. A warp in a door panel shall not equal or exceed ¼ of an inch from original dimension measured vertically, horizontally or diagonally from corner to corner.	If a door fails to perform in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	9.16 A storm door shall open and close properly and shall fit properly.	If a door fails to perform in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

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CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>9. DOORS &amp; WINDOWS</b>			
	9.17 When a door is placed in an open position, it shall remain in the position it was placed, unless the movement is caused by airflow.	If a door fails to perform in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	9.18 A metal door shall not be dented or scratched due to construction activities.	If a metal doors fails to comply with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
GARAGE DOORS	9.19 A metal garage door shall not be dented or scratched due to construction activities.	If a metal garage door fails to comply with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	9.20 A garage door opener, if provided, shall operate properly in accordance with manufacturer's instructions.	If a garage door opener fails to perform in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	A Homeowner shall maintain tracks, rollers and chains and shall not block or bump sensors to electric garage door openers.
	9.21 A garage door shall not allow excessive water to enter the garage and the gap around the garage door shall not equal or exceed ½ of an inch in width.	If a garage door allows excessive water to enter the garage or the gap around the garage door equals or exceeds ½ of an inch, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	9.22 A garage door spring shall operate properly and shall not lose appreciable tension, break or be undersized.	If a garage door spring fails to perform in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	9.23 A garage door shall remain in place at any open position, operate smoothly and not be off track.	If a garage door fails to perform in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>10. INTERIOR FLOORING</b>			
CARPET	10.1 Carpet shall not wrinkle and shall remain tight, lay flat and be securely fastened.	If the carpet fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	10.2 Carpet seams shall be smooth without a gap or overlap.	If the carpet fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

The following Performance Standards are applicable only to Warranted Items stated in Section II of this Limited Warranty. Read Section II to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>10. INTERIOR FLOORING</b>			
	10.3 Carpet shall not be stained or spotted due to construction activities.	If the carpet fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
CONCRETE FLOORS	10.4 A finished slab, located in a living space that is not otherwise designed for drainage, shall not have pits, depressions or unevenness that equals or exceeds 3/8 of an inch in any 32 inches.	If a finished concrete slab in a living space fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Finished concrete slabs in living spaces that are designed for drainage, such as a laundry room, are excepted from the standard.
	10.5 Finished concrete slabs in living spaces shall not have separations, including joints, and cracks that equal or exceed 1/8 of an inch in width or 1/16 of an inch in vertical displacement.	If a finished concrete slab in a living space fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Finished concrete slabs in living spaces that are designed for drainage, such as a laundry room, are excepted from the standard.
WOOD FLOORING	10.6 Wood flooring shall not have excessive humps, depressions or 3/8 of an inch in any 32-inch direction within any room.	If wood flooring fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Finished concrete slabs in living spaces that are designed for drainage, such as a laundry room, are excepted from the standard.
	10.7 Wood flooring shall remain securely attached to the foundation or sub-floor unless the wood flooring is designed to be installed without nails, glue, adhesives or fasteners.	If wood flooring fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Finished concrete slabs in living spaces that are designed for drainage, such as a laundry room, are excepted from the standard.
	10.8 Wood flooring shall remain securely attached to the foundation or sub-floor unless the wood flooring is designed to be installed without nails, glue, adhesives or fasteners.	If wood flooring fails to meet the standard, the Builder shall take such action as is necessary to bring the variance the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	10.9 Strips of floorboards shall not cup in an amount that equals or exceeds 1/16 of an inch in height in a 3-inch distance when measured perpendicular to the length of the board.	If the wood flooring fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	This standard does not apply to non-hardwood species that typically shrink after installation or structural floors that are designed to serve as the finished floor. If the floor is designed as a structural floor finish floor, the builder must provide a written explanation of the characteristics of that floor to the Homeowner.
	10.10 Unless installed as a specialty feature, wood flooring shall not have excessive shade changes or discoloration due to the construction activities of the Builder.	If the wood floor fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

The following Performance Standards are applicable only to Warranted Items stated in Section II of this Limited Warranty. Read Section II to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>10. INTERIOR FLOORING</b>			
	10.11 Unless installed as a specialty feature, wood flooring shall not be stained, spotted or scratched due to construction activities of the Builder.	If wood flooring fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
VINYL FLOORING	10.12 Vinyl flooring shall be installed square to the most visible wall and shall not vary by ¼ of an inch in any 6-foot run.	If the vinyl flooring fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	10.13 The seam alignment in vinyl flooring shall not vary such that the pattern is out of alignment in an amount that equals or exceeds 1/8 of an inch.	If the vinyl flooring fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	10.14 Vinyl flooring shall remain securely attached to the foundation or sub-floor.	If the vinyl flooring fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	10.15 A vinyl floor shall not have a depression that equals or exceeds ½ of an inch in any 6-foot run.	If a vinyl floor has a depression that exceeds the standard and the depression is due to construction activities, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	10.16 A vinyl floor shall not have a ridge that equals or exceeds ½ of an inch when measured as described.	If a vinyl floor has a ridge that fails to comply with the standard and the ridge is due to construction activities, the Builder shall take such action as is necessary to bring the variance within the standard.	The ridge measurement shall be made by measuring the gape created when a 6-foot straight edge is placed tightly 3 inches on each side of the defect and the gap is measured between the floor and the straight edge at the other end.
	10.17 Vinyl floor shall not be discolored, stained or spotted due to the construction activities of the Builder.	If the vinyl floor fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	10.18 Vinyl flooring shall not be scratched, gouged, cut or torn due to construction activities.	If the vinyl flooring fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	10.19 Debris, sub-floor seams, nails and/or screws shall not be detectable under the vinyl floor from a distance of 3 feet or more in normal light.	If the vinyl flooring fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	10.20 Sub-flooring shall not cause vinyl flooring to rupture.	If vinyl flooring fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

The following Performance Standards are applicable only to Warranted Items stated in Section II of this Limited Warranty. Read Section II to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>10. INTERIOR FLOORING</b>			
	10.21 A seam in vinyl flooring shall not have a separation that equals or exceeds 1/16 of an inch in width. Where dissimilar materials abut, there shall not be a gap equal to or greater than 1/8 of an inch.	If vinyl flooring fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>11. HARD SURFACES, INCLUDING CERAMIC TILE, FLAGSTONE, MARBLE, GRANITE, SLATE, QUARRY TILE, FINISHED CONCRETE OR OTHER HARD SURFACES</b>			
HARD SURFACES	11.1 A hard surface shall not break or crack due to construction activities.	If a hard surface is cracked or broken due to construction activities, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	11.2 A hard surface shall remain secured to the substrate.	If a hard surface fails to perform in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	11.3 A surface imperfection in floor hard surface shall not be visible from a distance of 3 feet or more in normal light. A surface imperfection in non-floor hard surface shall not be visible from a distance of 2 feet or more in normal light.	If a hard surface fails to meet the standards due to construction activities, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	11.4 Color variations between field hard surfaces and trim hard surfaces should not vary excessively due to construction activities.	If color variances between field and trim hard surfaces are excessive and are due to construction activities, the Builder shall take such action as is necessary to bring the variance within the standard.	Natural products such as flagstone, marble, granite, slate and other quarry tile will have color variation.
	11.5 Hard surfaces shall not leak.	If a hard surface fails to perform in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	11.6 The surfaces of two adjacent hard surfaces shall not vary in an amount equal to or exceeding 1/16 of an inch displacement at a joint, with the exception of transition trim pieces.	If a joint between two hard surfaces fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	11.7 Hard surface layout or grout line shall not be excessively irregular.	If hard surface layouts or grout lines fail to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Natural products such as flagstone, marble, granite, slate, and other quarry tile will have size variations that may create irregular layouts or grout lines.

The following Performance Standards are applicable only to Warranted Items stated in Section II of this Limited Warranty. Read Section II to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>11. HARD SURFACES, INCLUDING CERAMIC TILE, FLAGSTONE, MARBLE, GRANITE, SLATE, QUARRY TILE, FINISHED CONCRETE OR OTHER HARD SURFACES</b>			
	11.8 Hard surface countertops shall be level to within ¼ of an inch in any 6-foot measure.	If a hard surface countertop is not level to within the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
GROUT	11.9 Grout shall not crack or deteriorate.	If grout fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	11.10 Grout shall not change shade or discolor excessively due to construction activities.	If grout fails to perform to the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
CONCRETE COUNTERTOPS	11.11 A concrete countertop shall not have excessive unevenness that equal or exceed 1/8 of an inch in any 32-inch measurement.	If a concrete countertop fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	11.12 A concrete countertop shall not have separation or cracks equal to or exceeding 1/16 of an inch in width or 1/64 of an inch in vertical displacement.	If a concrete countertop fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	11.13 A finished concrete countertop shall not be stained, spotted or scratched due to construction activities.	If a concrete countertop fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	11.14 A concrete countertop shall not have a chipped edge that extends beyond 1/16 of an inch from the edge of a countertop due to construction activities.	If a concrete countertop fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	11.15 A concrete countertop shall not change shade or discolor excessively due to construction activities.	If a concrete countertop fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>12. PAINTING, STAIN &amp; WALL COVERINGS</b>			
CAULKING	12.1 Interior caulking shall not deteriorate or crack excessively.	If the interior caulking fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
PAINTING & STAIN	12.2 Paint or stain shall not have excessive color, shade or sheen variance.	If the paint or stain fails to perform in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	This standard shall not apply to stained woodwork. Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

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CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>12. PAINTING, STAIN &amp; WALL COVERINGS</b>			
	12.3 Paint shall cover all intended surfaces so that the unpainted areas shall not show through paint when viewed from a distance of 6 feet in normal light.	If the painting fails to meet the standards due to construction activities, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.4 Interior paint or stain shall not deteriorate.	If paint or stain fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.5 Exterior paint or stain shall not deteriorate excessively.	If paint or stain fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.6 Paint over-spray shall not exist on any surface for which it was not intended.	If the paint is sprayed onto a surface for which it was not intended, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.7 Interior varnish, polyurethane or lacquer finish shall not deteriorate.	If an interior finish fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.8 Exterior varnish, polyurethane or lacquer finishes shall not deteriorate excessively	If an exterior finish fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Exterior varnish, polyurethane or lacquer finishes that are subject to direct sunlight are excluded from this standard. Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.9 Interior painted, varnished or finished surface shall not be scratched, dented, nicked or gouged due to construction activities.	If interior painted, varnished or finished surfaces fail to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.10 A paint product shall perform as represented by the manufacturer to meet manufacturer's specifications for washability and/or scrubability.	If the paint product fails to perform to the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
CONCRETE COUNTERTOPS	12.11 A wall covering shall be properly secured to the wall surface and shall not peel or bubble.	If a wall covering fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.12 Pattern repast in wall coverings shall match. Wall coverings shall be installed square to the most visible wall. Pattern repeats shall not vary in an amount equal to or exceeding ½ of an inch in any 6-foot run.	If the wall coverings fail to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

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CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>12. PAINTING, STAIN &amp; WALL COVERINGS</b>			
	12.13 A wall covering seam shall not separate or gap.	If the wall covering fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.14 Lumps or ridges in a wall covering shall not be detectable from a distance of 6 feet or more in normal light.	If the appearance of a wall covering fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.15 Wall coverings shall not be discolored, stained or spotted due to construction activities.	If a wall covering fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.16 Wall coverings shall not be scratched, gouged, cut or torn due to construction activities.	If a wall covering fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.17 Wall coverings shall perform as represented by the manufacturer to meet manufacturer's specifications for washability and scrubability.	If a wall covering fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>13. PLUMBING</b>			
PLUMBING ACCESSORIES	13.1 A fixture surface shall not have a chip, crack, dent or scratch due to construction activities.	If a fixture fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	13.2 A fixture shall not have tarnish, blemishes or stains unless installed as a specialty fixture.+	If a fixture fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	13.3 A fixture or fixture fastener shall not corrode.	If a fixture fails to meet the standards due to construction activities, the Builder shall take such action as is necessary to bring the variance within the standard.	A Builder is not responsible for corrosion caused by factors beyond the manufacturer's or the Builder's control, including the Homeowner's use of corrosive chemicals or cleaners or corrosion caused by water content.
	13.4 A decorative gas appliance shall be installed in accordance with manufacturer's specifications and when so installed shall function in accordance with manufacturer's representations.	If a decorative gas appliance fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	13.5 Fixtures shall be secure and not loose.	If a fixture fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall not exert excessive force on a fixture.

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CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>13. PLUMBING</b>			
	13.6 A fixture stopper shall operate properly and shall retain water in accordance with the manufacturer's specifications.	If a fixture stopper fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	13.7 The toilet equipment shall not allow water to run continuously.	If the toilet equipment fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	If toilet equipment allows water to run continuously, the Homeowner shall shut off the water supply or take such action as is necessary to avoid damage to the Home.
	13.8 A toilet shall be installed and perform in accordance with the manufacturer's specifications.	If a toilet fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	In the event of water spillage, the Homeowner shall shut off the water supply and take such action as is necessary to avoid damage to the Home.
	13.9 A tub or shower pan shall not crack.	If a tub or shower pan fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	13.10 A tub or shower pan shall not squeak excessively.	If a tub or shower pan fails to perform to the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	13.11 A water heater shall be installed and secured according to the manufacturer's specifications and the Code.	If a water heater fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	13.12 A waste disposal unit shall be installed and operate according to the manufacturer's specifications.	If a waste disposal unit fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	13.13 A faucet or fixture shall not drip or leak.	If a faucet or fixture fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The standard does not include drips or leaks due to debris or minerals from the water source, unless it is due to construction activities.
	13.14 A sump pump shall be installed in accordance with the manufacturer's specifications and shall operate properly when so installed.	If a sump pump fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
PIPES AND VENTS	13.15 A sewer gas odor originating from the plumbing system shall not be detectable inside the Home under conditions of normal residential use.	If a sewer gas odor is detected inside the Home under conditions of normal residential use, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall keep plumbing traps filled with water.
	13.16 A vent stack shall be free from blockage and shall allow odor to exit the Home.	If a vent stack fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

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CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>13. PLUMBING</b>			
	13.17 A water pipe shall not make excessive noise such as banging or hammering repeatedly.	If a water pipe fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	A water pipe subject to expansion or contraction of the pipe as warm or cool water flows through the pipe may cause a “ticking” sound temporarily. The standard does not require a Builder to remove all noise attributable to water flow and pipe expansion.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>14. HEATING, COOLING AND VENTILATION</b>			
HEATING & COOLING	14.1 A condensation line shall not be obstructed due to construction activities.	If a condensation line fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall periodically check for the free flow of condensate (water) from the line and clear the line when necessary.
	14.2 A drip pan and drain line shall be installed under a horizontal air handler as per the Code.	If a drip pan and drain line fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall periodically check for the free flow of condensate (water) from the line and clear the line when necessary.
	14.3 Insulation shall completely encase the refrigerant line according to the Code.	If the refrigerant line insulation fails to meet the standards due to construction activities, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall ensure that insulation on the refrigerant line is not damaged or cut due to Home maintenance or landscape work.
	14.4 An exterior compressor unit shall be installed on a stable pad that supports the unit and is no more than one inch out of level. The bottom of the exterior compressor unit support shall not be below ground level.	If an exterior compressor unit pad or support fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall ensure that settlement of the exterior compressor unit pad does not occur due to home maintenance, landscape work or excessive water from irrigation.
VENTING	14.5 An appliance shall be vented according to the manufacturer’s specifications.	If an appliance is not vented in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	14.6 Back draft dampers shall be installed and function according to the manufacturer’s specifications.	If back draft dampers fail to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
DUCTWORK	14.7 Ductwork shall not make excessive noise.	If the ductwork fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The flow of air, including its velocity, or the expansion of ductwork from heating and cooling may cause “ticking” or “crackling” sounds. The Homeowner shall not place any object on the ductwork.

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CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>15. ELECTRICAL SYSTEMS &amp; FIXTURES</b>			
ELECTRICAL SYSTEMS & FIXTURES	15.1 Excessive air infiltration shall not occur around electrical system components or fixtures.	If electrical system components or fixtures fail to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	15.2 A fixture or trim plate shall not be chipped, cracked, dented or scratched due to construction activities.	If a fixture or trim plate fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	15.3 A fixture or trim plate finish shall not be tarnished, blemished or stained due to construction activities.	If a fixture or trim fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	15.4 A fixture, electrical box or trim plate shall be installed in accordance with the Code and shall be plumb and level.	If a fixture, electrical box or trim plate fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	15.5 Fixtures, such as lights, fans and appliances shall operate properly when installed in accordance with the manufacturer's specifications.	The Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	15.6 A smoke detector shall operate according to the manufacturer's specifications and shall be installed in accordance with the Code.	If a smoke detector fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	15.7 An exhaust fan shall operate within the manufacturer's specified noise level.	If an exhaust fan fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>16. INTERIOR TRIM</b>			
TRIM	16.1 An interior trim joint separation shall not equal or exceed 1/8 of an inch in width and all joints shall be caulked or puttied.	If an interior trim joint fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	16.2 The interior trim shall not have surface damage, such as scratches, chips, dents, gouges, splits, cracks, warping or cupping that is visible from a distance of 6 feet or more in normal light due to construction activities.	If the interior trim fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

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CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>16. INTERIOR TRIM</b>			
	16.3 A hammer mark on trim shall not be visible from a distance of 6 feet or more when viewed in normal light.	If the interior trim fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	16.4 A nail or nail hole in interior trim shall not be visible from a distance of 6 feet or more when viewed in normal light.	If an interior trim fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
SHELVING	16.5 Shelving, rods and end supports shall be installed in accordance with the measurements stated in this subsection. The length of a closet rod shall not be shorter than the actual distance between the end supports in an amount equal to or exceeding ¼ of an inch and shall be supported by stud-mounted brackets no more than 4 feet apart. The length of a shelf shall not be shorter than the actual distance between the supporting walls by an amount equal to or exceeding ¼ of an inch and shall be supported by stud-mounted brackets no more than 4 feet apart. End supports shall be securely mounted.	If the closet rods, shelving or end supports fail to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>17. MIRRORS, INTERIOR GLASS &amp; SHOWERS</b>			
MIRRORS, INTERIOR GLASS AND SHOWER DOORS	17.1 A mirror, interior glass or shower door shall not be loose and shall be securely mounted or attached to the supporting surface. Fixtures, such as towel bars or door handles, shall be securely mounted.	If a mirror, interior glass, shower door, fixture or component fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	17.2 A mirror, interior glass or shower door shall not be damaged due to construction activities.	If a mirror, interior glass or shower door fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	17.3 A shower door shall not leak.	If a shower door fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	17.4 Imperfections in a mirror or shower door shall not be visible from a distance of 2 feet or more when viewed in normal light.	If a mirror or shower door fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

The following Performance Standards are applicable only to Warranted Items stated in Section II of this Limited Warranty. Read Section II to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>17. MIRRORS, INTERIOR GLASS &amp; SHOWERS</b>			
	17.5 When opening and closing, a shower door shall operate easily and smoothly without requiring excessive pressure.	If a shower door fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>18. HARDWARE &amp; IRONWORK</b>			
HARDWARE	18.1 Hardware finishes shall not be tarnished, blemished, corroded or stained due to construction activities, unless the finish is installed as a specialty feature.	If the hardware finish fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Builder is not responsible for tarnished, blemished, or stained hardware finishes that have been damaged by factors that are beyond the manufacturer's or the Builder's control such as the Homeowner's use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to outdoor elements such as salt air or humidity.
	18.2 Hardware shall function properly, without catching, binding or requiring excessive force to operate.	If hardware fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	18.3 Hardware shall not be scratched, chipped, cracked or dented due to construction activities.	If hardware fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	18.4 Hardware shall be installed securely and shall not be loose.	If hardware fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
IRONWORK	18.5 Interior ironwork shall not rust.	If interior ironwork fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Builder is not responsible for ironwork finishes that rust due to factors that are beyond the manufacturer's or the Builder's control such as the Homeowner's use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to humidity.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>19. COUNTERTOPS &amp; BACKSPLASHES</b>			
COUNTERTOPS & BACKSPLASHES	19.1 A countertop or backsplash shall be secured to substrate in accordance with manufacturer's specifications.	If countertop or backsplash materials are not secured to the substrate in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

The following Performance Standards are applicable only to Warranted Items stated in Section II of this Limited Warranty. Read Section II to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>19. COUNTERTOPS &amp; BACKSPLASHES</b>			
	19.2 For non-laminate countertops and backsplashes, the joints between countertop surfaces, between the countertop surface and the backsplash or side-splash and between adjoining backsplash panels may be visible, but shall not separate.	If joints between non-laminate surfaces fail to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	19.3 Countertops shall be level to within ¼ of an inch in any 6-foot measurement.	If a countertop surface fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	19.4 A countertop surface or edge shall not be damaged, broken, chipped or cracked due to construction activities.	If a countertop surface or edge fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	19.5 A countertop shall not bow or warp in an amount equal to or exceeding 1/16 of an inch per lineal foot.	If a countertop fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	19.6 Laminate countertops and backsplashes shall not delaminate and shall remain securely attached to the substrate. Delamination is the separation of the finish surface veneer from the substrate material.	If a countertop fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	19.7 A seam in a laminate countertop or backsplash may be visible but shall not be separated or displaced.	If a laminate countertop or backsplash fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	19.8 A surface imperfection in a laminate countertop or backsplash shall not be visible from a distance of 3 feet or more when viewed in normal light due to construction activities.	If a laminate surface fails to meet the stated standards, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>20. FIREPLACES</b>			
FIREPLACES	20.1 A refractory panel shall not crack or separate.	If the fireplace refractory panel fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall not use synthetic logs or other materials if not approved by the manufacturer.

The following Performance Standards are applicable only to Warranted Items stated in Section II of this Limited Warranty. Read Section II to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>20. FIREPLACES</b>			
	20.2 A fireplace door shall operate properly. Fireplace doors shall meet evenly and shall not be out of alignment from one another in an amount equal to or exceeding 1/8 of an inch in any direction.	If a fireplace door fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	20.3 A fireplace shall not have a gas leak.	If a fireplace has a gas leak, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	20.4 Gas logs shall be positioned in accordance with the manufacturer's specifications.	If a gas log fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall not incorrectly reposition or relocate the logs after the original placement. The Homeowner shall not place the logs in a manner that does not allow the flame to flow through the logs according to the manufacturer's specifications.
	20.5 A crack in masonry hearth or facing shall not be equal to or exceed ¼ of an inch in width.	If the masonry hearth or facing of the fireplace fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	20.6 A fireplace or chimney shall draw properly.	If a fireplace or chimney fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	20.7 A firebox shall not have excessive water infiltration under normal weather circumstances.	If a firebox fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	20.8 A fireplace fan shall not exceed the noise level established by the manufacturer's specifications.	If a fireplace fan fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>21. IRRIGATION SYSTEMS</b>			
IRRIGATION SYSTEMS	21.1 An irrigation system shall not leak, break or clog due to construction activities.	If an irrigation system fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	21.2 An irrigation system shall be installed such that the sprinkler coverage shall be complete and water shall not spray an unintended area due to construction activities.	If an irrigation system fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

The following Performance Standards are applicable only to Warranted Items stated in Section II of this Limited Warranty. Read Section II to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>21. IRRIGATION SYSTEMS</b>			
	21.3 The irrigation system control shall operate in accordance with manufacturer's specifications.	If an irrigation system fails to operate in accordance with the manufacturer's specifications, the Builder shall take such action as is necessary to bring the variance within the standard.	The Builder shall provide the Homeowner with instructions on the operation of the irrigation system at closing.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>22. FENCING</b>			
FENCING	22.1 A fence shall not fall over and shall not lean in excess of 2 inches out of plumb due to construction activities.	If the fencing fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	22.2 A wood fence board shall not be broken due to construction activities. Wood fence board shall not become detached from the fence due to construction activities of the Builder.	If the fencing fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	22.3 A masonry unit or mortar in a fence shall not be broken or loose. A crack in a masonry unit shall not occur. A crack in the mortar shall not equal or exceed 1/8 of an inch in width.	If a masonry unit or mortar in a fence fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	22.4 A masonry wall shall have adequate weep holes in the lowest course as required by the Code to allow seepage to pass through the wall.	If a masonry retaining wall fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>23. YARD GRADING</b>			
YARD GRADING	23.1 Yards shall have grades and swales that provide for proper drainage away from the Home in accordance with the Code or other governmental regulations	If the grades or swales fail to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	23.2 Settling or sinking of soil shall not interfere with the drainage patterns of the lot or have a vertical depth of 6 inches or more.	If the soil fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

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CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>24. PEST CONTROL</b>			
PEST CONTROL	24.1 Eave returns, truss blocks, attic vents and roof vent openings shall not allow rodents, bird, and other similar pests into home or attic space.	If an eave return, truss block, attic vent or roof vent opening that allows rodents, birds, and other similar pests into home or attic space, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

The following Performance Standards are applicable only to Warranted Items stated in Section II of this Limited Warranty. Read Section II to determine if the following Performance Standards apply.

**Performance Standards  
B. Year 1 & 2 Coverage Only**

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>1. ELECTRICAL</b>			
ELECTRICAL WIRING	1.1 Electrical wiring installed inside the Home shall be installed in accordance with the Code and any other applicable electrical standards and shall function properly from the point of demarcation, as determined by the respective utility.	If electrical wiring inside the Home is not functioning properly or is not installed in accordance with the Code and any other applicable electrical standards, the Builder shall take such action as is necessary to bring the variance within the standard.	The Builder shall not be responsible for utility improvements from the meter/demarcation point to the utility poles or the transformer.
	1.2 Electrical wiring shall be capable of carrying the designated load as set forth in the Code.	If the electrical wiring fails to carry design load, the Builder shall take such action as is necessary to bring the variance within the standard.	All electrical equipment shall be used for the purposes and/or capacities for which it was designed and in accordance with manufacturer's specifications.
ELECTRICAL PANEL, BREAKERS AND FUSES	1.3 The electrical panel and breakers shall have sufficient capacity to provide electrical service to the Home during normal residential usage.	If the electrical panel or breakers do not have sufficient capacity to provide electrical service to the Home during normal residential usage, the Builder shall take such action as is necessary to bring the variance within the standard.	The Builder is not responsible for electrical service interruptions caused by external conditions such as power surges, circuit overloads and electrical shorts.
	1.4 The electrical panel and breakers shall have sufficient capacity to provide electrical service to the Home during normal residential usage such that a circuit breaker shall not trip and fuses shall not blow repeatedly under normal residential electric usage.	If a circuit breaker repeatedly trips or fuses repeatedly blow under normal residential electrical usage, the Builder shall take such action as is necessary to bring the variance within the standard.	The Builder is not responsible for circuit breaker trips or blown fuses that have functioned as designed to protect the Home from external conditions such as power surges, circuit overloads and shorts.
ELECTRIC OUTLETS WITH GROUND FAULT INTERRUPTERS	1.5 Electrical outlets with ground fault interrupters shall be installed and operate in accordance with the Code and manufacturer's specifications.	If ground fault interrupters trip repeatedly under normal residential usage, the Builder shall take such action as is necessary to ensure that the electrical outlets with ground fault interrupters are installed in accordance with the Code and manufacturer's instructions and specifications and that they operate properly during normal residential electrical usage.	The Homeowner shall not plug appliances that require constant electrical flow, such as refrigerators and freezers, into an outlet with a ground fault interrupter.
FIXTURES, OUTLETS, DOORBELLS AND SWITCHES	1.6 An outlet, doorbell or switch shall be installed in accordance with the manufacturer's specifications and the Code and shall operate properly when installed in accordance with the manufacturer's specifications and the Code.	If an outlet, doorbell or switch is not installed in accordance with the manufacturer's specifications and the Code or does not operate properly when so installed, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

The following Performance Standards are applicable only to Warranted Items stated in Section II of this Limited Warranty. Read Section II to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>1. ELECTRICAL</b>			
	1.7 A fixture, electrical box or trim plate shall be installed in accordance with the Code and manufacturer's specifications and shall be properly secured to the supporting surface.	If a fixture, electrical box or trim plate is not installed in accordance with the Code and manufacturer's specifications or is not properly secured to the supporting surface, Builder shall take such action as is necessary to bring the variance within the standard.	None.
	1.8 A light shall not dim, flicker or burn out repeatedly under normal circumstances. A lighting circuit shall meet the Code.	If a light or a lighting circuit fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
WIRING OR OUTLETS FOR CABLE TELEVISION, TELEPHONE, ETHERNET OR OTHER SERVICES	1.9 Wiring or outlets for cable television, telephone, Ethernet or other services shall be installed in accordance with the Code and any applicable manufacturer's specifications.	If wiring or outlets for cable television, telephone, Ethernet or other services are not installed in accordance with the Code or any applicable manufacturer's specifications, the Builder shall take such action as is necessary to bring the variance within the standard.	A Builder is not responsible for the failure of wiring or other utility service connectors or conduits that begin before the point at which the service enters the home.
	1.10 Wiring or outlets for cable television, telephone, Ethernet or other services inside the Home or on the Home side of the meter/emarcation point shall function properly when installed in accordance with the standard.	If wiring or outlets for cable television, telephone, Ethernet or other services are not functioning, the Builder shall take such action as is necessary to bring the variance within the standard.	A Builder is not responsible for the failure of wiring or other utility service connectors or conduits that begin before the point at which the service enters the home.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>2. PLUMBING</b>			
WATER & GAS PIPES, SEWER & DRAIN LINES, FITTINGS & VALVES	2.1 Pipes shall be installed and insulated in accordance with the Code and manufacturer's specifications. This standard does not apply to pipes included in a landscape irrigation system.	If a water pipe bursts, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner is responsible for insulating and protecting exterior pipes and hose bibs from freezing weather and for maintaining a reasonable temperature in the Home during periods of extremely cold weather. The Homeowner is responsible for maintaining a reasonable internal temperature in a Home regardless of whether the Home is occupied or unoccupied, and for periodically checking to ensure that a reasonable internal temperature is maintained.
	2.2 A water pipe shall not leak.	If a water pipe is leaking, the Builder shall take such action as is necessary to bring the variance within the Performance Standard.	The Homeowner shall shut off water supply immediately if such is required to prevent further damage to the Home.

The following Performance Standards are applicable only to Warranted Items stated in Section II of this Limited Warranty. Read Section II to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>2. PLUMBING</b>			
	2.3 A gas pipe shall not leak, including natural gas, propane or butane gas.	If a gas pipe is leaking, a Builder shall take such action as is necessary to bring the variance within the standard.	If a gas pipe is leaking, the Homeowner shall shut off the source of the gas if the Homeowner can do so safely.
	2.4 Water pressure shall not exceed 80 pounds per square inch in any part of the water supply system located inside the Home. Minimum static pressure at the building entrance for either public or private water service shall be 40 pounds per square inch in any part of the water supply system.	If the water pressure is excessively high, the Builder shall take such action as is necessary to bring the variance within the standard.	This standard assumes the public or community water supply reaches the Home side of the meter at 40 pounds per square inch. The Builder is not responsible for water pressure variations originating from the water supply source.
	2.5 A sewer, drain, or waste pipe shall not become clogged or stopped up due to construction activities.	The Builder shall take such action as is necessary to unclog a sewer, drain or waste pipe that is clogged or stopped up due to construction activities.	The Homeowner shall shut off water supply immediately if such is required to prevent damage to the Home.
INDIVIDUAL WASTEWATER TREATMENT SYSTEMS	2.6 A wastewater treatment system should be capable of properly handling normal flow of household effluent in accordance with the Texas Commission on Environmental Quality requirements.	The Builder shall take such action as is necessary for the wastewater treatment system to perform within the standard.	The Builder is not responsible for: a) system malfunctions or damage due to the addition of a fixture, equipment, appliance or other source of waste or water into the septic system by a person other than the Builder or a person working at the Builder's direction; or b) malfunctions or limitations in the operation of the system attributed to a design restriction imposed by state, county or local governing agencies; or c) malfunctions caused by freezing, soil saturation, soil conditions, changes in ground water table or any other actions of nature.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>3. HEATING, AIR CONDITIONING AND VENTILATION</b>			
REFRIGERANT LINES	3.1 A refrigerant line shall not leak.	If a refrigerant line leaks, the Builder shall take such action as is necessary to bring the variance within the standard.	Condensation on a refrigerant line is not a leak.
HEATING & COOLING FUNCTIONS	3.2 A heating system shall produce an inside temperature of at least 68-degrees Fahrenheit as measured two feet from the outside wall of a room at a height of 3 feet above the floor under local outdoor winter design conditions as specified in the Code.	If a heating system fails to perform to the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Temperatures may vary up to 4-degrees Fahrenheit between rooms but no less than the standard. The Homeowner's changes made to the size or configuration of the Home, the heating system or the ductwork shall negate the Builder's responsibility to take measures to meet this performance standard.

The following Performance Standards are applicable only to Warranted Items stated in Section II of this Limited Warranty. Read Section II to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>3. HEATING, AIR CONDITONING AND VENTILATION</b>			
	3.3 An air-conditioner system shall produce an inside temperature of at least 78-degrees Fahrenheit as measured in the center of a room at height of 5 feet above the floor, under local outdoor summer design conditions as specified in the Code.	If the air-conditioner system fails to perform to the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	This standard does not apply to evaporative or other alternative cooling systems or if the Homeowner makes changes to the size or configuration of the Home, the air-conditioning system or the ductwork. Internal temperatures may vary up to 4-degrees Fahrenheit between rooms but no more than the standard.
	3.4 A thermostat reading shall not differ by more than 4-degrees Fahrenheit from the actual room temperature taken at a height of 5 feet above the floor in the center of the room where the thermostat is located.	If the thermostat reading differs more than 4-degrees Fahrenheit from the actual room temperature taken at a height of 5 feet above the floor in the center of the room where the thermostat is located, the Builder shall take such action as is necessary to bring the variance within the standard.	The performance standard is related to the accuracy of the thermostat and not to the performance standard of the room temperature.
	3.5 Heating and cooling equipment shall be installed and secured according to the manufacturer's instructions and specification and shall not move excessively.	If the heating or cooling equipment is not installed and secured in accordance with manufacturer's instructions and specifications or moves excessively, the Builder shall take such action as is necessary to properly install and secure the equipment.	None.
VENTS, GRILLS OR REGISTERS	3.6 A vent, grill or register shall operate easily and smoothly when applying normal operating pressure.	If a vent, grill or register does not operate easily and smoothly when applying normal pressure when adjusting, the Builder shall repair the vent, grill or register so that it operates with ease of use when applying normal operating pressure.	None.
	3.7 A vent, grill or register shall be installed in accordance with the Code and manufacturer's instructions and specifications and shall be secured to the underlying surface.	If a vent, grill or register is not installed and secured in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
DUCTWORK	3.8 Ductwork shall be insulated in unconditioned areas according to the Code.	If ductwork is not insulated in unconditioned areas in accordance with the Code, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	3.9 Ductwork shall be secured according to the manufacturer's instructions and specifications and it shall not move excessively.	If the ductwork is not secured according to the manufacturer's instructions and specifications or moves excessively, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

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CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>3. HEATING, AIR CONDITONING AND VENTILATION</b>			
	3.10 Ductwork shall be sealed and shall not separate or leak in excess of the standards set by the Code.	If the ductwork is not sealed, is separated or leaks in excess of the standards set by the Code, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

The following Performance Standards are applicable only to Warranted Items stated in Section II of this Limited Warranty. Read Section II to determine if the following Performance Standards apply.

**Performance Standards**  
**C. Years 1 – 10 Coverage**

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>B. MAJOR STRUCTURAL COMPONENTS – YEARS 1 THROUGH 10</b>			
SLAB FOUNDATION	B.1 Slab foundations should not move differently after they are constructed, such that a tilt or deflection in the slab in excess of the standards defined below arises from post-construction movement.	If measurements and associated symptoms of distress show that a slab foundation does not meet the deflection or tilt standards stated, the Warrantor will take action to restore the slab foundation to acceptable performance standards.	The protocol and standards for evaluating slab foundation shall follow the “Guidelines for the Evaluation and Repair of Residential Foundations” as published by the Texas Section of the American Society of Civil Engineers (2002), hereinafter referred to as the “ASCE Guidelines” with the stated modifications.
	<ul style="list-style-type: none"> <li>Overall deflection from the original construction elevations shall be no greater than the overall length over which the deflection occurs divided by 360 (L/360) and must not have more than one associated symptom of distress, as described in Section 5 of the ASCE Guidelines, that results in actual observable physical damage to the Home.</li> </ul>		
	<ul style="list-style-type: none"> <li>The slab shall not deflect after construction in a tilting mode in excess of one percent from the original construction elevations resulting in actual observable physical damage to the components of the Home.</li> </ul>		
	B.2 A floor over pier and beam foundation shall not deflect more than L/360 from its original construction elevations and have that movement create actual observable physical damage to the components of the Home identifiable in Section 5.3 of the ASCE Guidelines.	If a floor over pier and beam foundation deflects more than L/360 from its original construction elevation and the movement has created actual observable physical damage to the components of a Home identifiable in Section 5.3 of the ASCE Guidelines, the Warrantor will take action to restore the slab foundation to acceptance performance standards.	None.
STRUCTURAL COMPONENTS	B.3 A defined structural component shall not crack, bow, become distorted or deteriorate, such that it compromises the structural integrity of a Home or the performance of a structural system of the Home resulting in actual observable physical damage to a component of the Home.	If a structural competent of a Home cracks, bows, is distorted or deteriorates such that it results in actual observable physical damage to a component of the Home, the Builder shall take such action as is necessary to repair, reinforce or replace such structural component to restore the structural integrity of the Home or the performance of the affected structural system.	None.

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CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
<b>B. MAJOR STRUCTURAL COMPONENTS – YEARS 1 THROUGH 10</b>			
DEFLECTED STRUCTURAL COMPONENTS	B.4 A structural component shall not deflect more than the ratios allowed by the Code.	If a structural component of the Home is deflected more than the ratios allowed by the Code, the Builder shall to repair, reinforce or replace such structural component to restore the structural integrity of the Home or the performance of the affected structural system.	None.
DAMAGED STRUCTURAL COMPONENTS	B.5 A structural component shall not be so damaged that it compromises the structural integrity or performance of the affected structural system.	If a structural component is so damaged that is compromises the structural integrity or performance of a structural system of the Home, the Builder shall take such action as is necessary to repair, reinforce or replace such structural component to restore the structural integrity of the Home or the performance of the affected structural system.	None.
SEPARATED STRUCTURAL COMPONENTS	B.6 A structural component shall not separate from a supporting member more than ¾ of an inch or such that it compromises the structural integrity or performance of the system.	If a structural component is separated from a supporting member more than ¾ of an inch or separated such that it compromises the structural integrity or performance of a structural system of the Home, the Builder shall take such action as necessary to repair, reinforce or replace such structural component to re-establish the connection between the structural component and the supporting member of the Home and the performance of the affected structural system.	None.
NON-PERFORMING STRUCTURAL COMPONENTS	B.7 A structural component shall function as required by the Code.	If a structural component does not function as required by the Code, the Builder shall take such action as is necessary to bring the variance within the stated standard.	None.

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## SECTION IV.

### Requesting Warranty Performance

#### G. Notice to Warrantor in Years 1 & 2

1. If a Defect occurs you must notify your Builder in writing. Your request for warranty performance should clearly describe the Defect(s) in reasonable detail.
2. Request for warranty performance to your Builder does not constitute notice to the Insurer, and it will not extend applicable coverage periods. You must provide the Warrantor with reasonable weekday access during normal business hours in order to perform its obligations.
3. If a request for warranty performance to your Builder does not result in satisfactory action within a reasonable time, written notice must be give to Bennett Miller Homes, Insurer, 1806 S. Ervay St., Dallas, TX 75215, Attn: Warranty Resolution Department. This notice should describe each item in reasonable detail and should be forwarded by certified mail, return receipt requested.
4. *Please note that a written request for warranty performance must be postmarked no later than thirty (30) days after the expiration of the applicable warranty period. For example, if the item is one which is warranted by your Builder during your second year of coverage, a request for warranty performance must be postmarked no later than thirty (30) days after the end of the second year to be valid.*

#### H. Notice to Warrantor in Years 3-10

1. If a Defect related to a warranted MSD occurs in Years 3 through 10 of this Limited Warranty, you must notify the Insurer to review the item. All such notices must be presented in writing to Bennett Miller Homes, 1806 S. Ervay St., Dallas, TX 75215 , Attn: Warranty Resolution Department, by certified mail, return receipt requested, within a reasonable time after the situation arises. Any such notice should describe the condition of the MSD in reasonable detail. Requests for warranty performance postmarked more than thirty (30) days after the expiration of the term of this Limited Warranty will not be honored.

#### I. Purchaser's Obligations

##### 1. Your notice to the Insurer must contain the following information:

- a. Validation # and Effective Date of Warranty;
  - b. Your Builder's name and address;
  - c. Your name, address and phone number (including home and work numbers);
  - d. Reasonably specific descriptions of the warranty items(s) to be reviewed;
  - e. A copy of any written notice to your Builder; and
  - f. Photograph(s) may be required.
2. You have an obligation to cooperate with the Insurer's mediation, inspection and investigation of your warranty request. From time to time, the Insurer may request information from you regarding an alleged Defect. Failure by you or your appointed representative to respond with the requested information within thirty (30) days of the date of the Insurer's request can result in the closing of your warranty file.

#### J. Mediation and Inspection

Within thirty (30) days following the Insurer's receipt of proper notice of a request for warranty performance, the Insurer may review and mediate your request by communicating with you, your Builder and any other individuals or entities who the Insurer believes possess relevant information. If, after thirty (30) days, the Insurer has not been able to successfully mediate your request, or at any earlier time when the Insurer believes that your Builder and you are at an impasse, then the Insurer will notify you that your request has become an Unresolved Warranty Issue. At any time following the receipt of proper notice of your request for warranty performance, the Insurer

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may schedule an inspection of the item. You must provide the Insurer reasonable access for any such inspection as discussed in **Section IV.E.2.**

**When a request for warranty performance is filed and the deficiency cannot be observed under normal conditions, it is your responsibility to substantiate that the need for warranty performance exists including any cost involved. If properly substantiated, you will be reimbursed by the Warrantor.**

**K. Arbitration\***

1. **You begin the arbitration process by giving the Insurer written notice of your request for arbitration of an Unresolved Warranty Issue.** Within twenty (20) days after the Insurer's receipt of your notice of request for arbitration, any Unresolved Warranty Issue that you have with the Warrantor shall be submitted to an independent arbitration service upon which you and the Insurer agree. This **binding** arbitration is governed by the procedures of the Federal Arbitration Act, 9 U.S.C. 1 *et. seq.* If you submit a request for arbitration, you must pay the arbitration fees before the matter is submitted to the arbitration service. After arbitration, the Arbitrator shall have the power to award the cost of this fee to any party or to split it among the parties to the arbitration. The arbitration shall be conducted in accordance with this Limited Warranty and the arbitration rules and regulations to the extent that they are not in conflict with the Federal Arbitration Act.

Within one (2) year after an arbitration award, either party may apply to the U.S. District Court where the Home is situated to confirm the award. The Insurer's receipt of a written request for arbitration in appropriate form shall stop the running of any statute or limitations applicable to the matter to be arbitrated until the Arbitrator renders a decision. The decision of the Arbitrator shall be final and binding upon all parties.

Since this Limited Warranty provides for mandatory binding arbitration of Unresolved Warranty Issues, if any party commences litigation in violation of this Limited Warranty, such party shall reimburse the other parties to the litigation for their costs and expenses, including attorneys fees, incurred in seeking dismissal of such litigation.\*

In Years 1 & 2, the Builder shall have sixty (60) days from the date the Insurer sends the Arbitrator's award to the Builder to comply with the Arbitrator's decision. In Years 3-10, the Insurer shall have sixty (60) days from the date the Insurer receives the Arbitrator's award to comply with the Arbitrator's decision. Warranty compliance will begin as soon as possible and will be completed within the sixty-day compliance period with the exception of any repair that would reasonably take more than sixty (60) days to complete, including, but not limited to, repair delayed or prolonged by inclement weather. The Warrantor will complete such repair or replacement as soon as possible without incurring overtime or weekend expenses.

You may request a compliance arbitration within twenty (20) days after the sixty-day compliance period has expired by giving the Insurer written notice of your request. You must pay the fees for the compliance arbitration prior to the matter being submitted to the arbitration service.

2. You must provide the Warrantor with reasonable weekday access during normal business hours in order to perform its obligations. Failure by you to provide such access to the Warrantor may relieve the Warrantor of its obligations under this Limited Warranty. If your Builder does not fulfill its obligations under this Limited Warranty, the Insurer will process the request for warranty performance as described in this Limited Warranty and subject to the provisions in **Section IV.F.**

**L. Conditions of Warranty Performance**

1. When your request for warranty performance is determined to be a warranted issue, the Warrantor reserves the right to repair or replace the warranted item, or to pay you the reasonable cost of repair or replacement.

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2. In Years 1 and 2, if your Builder defaults in its warranty obligations, the Insurer will process the request for warranty performance provided you pay a warranty service fee of \$100 for each request prior to repair or replacement.\*
  3. In Years 3 through 10 you must pay the Insurer a warranty service fee of \$250 for each request.\*
  4. If the Insurer elects to award you cash rather than repair or replace the warranted item, the warranty service fee will be subtracted from the cash payment.
  5. If the Warrantor pays the reasonable cost of repairing a warranted item, the payment shall be made to you and to any mortgagee or mortgagee's successor as each of your interests may appear; provided that the mortgagee has notified the Insurer in writing of its security interest in the Home prior to such payment. Warrantor shall not have any obligation to make payment jointly to the Purchaser and mortgagee where the mortgagee has not notified your Builder or the Insurer in writing of its security interest in the Home prior to such payment. Any mortgagee shall be completely bound by any mediation or arbitration relating to a request for warranty performance between you and the Warrantor.\*
  6. Prior to payment for the reasonable cost of repair or replacement of warranted items, you must sign and delivery to the Builder or the Insurer, as applicable, a full and unconditional release, in recordable form, of all legal obligations with respect to the warranted Defects and any conditions arising from the warranted items.
  7. Upon completion of repair or replacement of a warranted Defect, you must sign and deliver to the Builder or the Insurer, as applicable, a full and unconditional release, in recordable form, of all legal obligations with respect to the Defect and any conditions arising from the situation. The repaired or replaced warranted item will continue to be warranted by this Limited Warranty for the remainder of the applicable period of coverage.
  8. If the Warrantor repairs, replaces or pays you the reasonable cost to repair or replace a warranted item, the Warrantor shall be subrogated to all your rights of recovery against any person or entity. You must execute and deliver any and all instruments and papers and take any and all other actions necessary to secure such rights, including, but not limited to, assignment of proceeds of any insurance or other warranties to the Warrantor. You shall do nothing to prejudice these rights of subrogation.
  9. Any Warrantor obligation is conditioned upon your proper maintenance of the Home and grounds to prevent damage due to neglect, abnormal use or improper maintenance.

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## SECTION V.

### Active Soils Guidelines

#### A. Introduction

1. Many areas have soils which are referred to as expansive or active. This type of soil generally contains clay minerals which expand and contract depending on their moisture content. Areas with extended dry or wet periods require special homeowner maintenance and precautions. Improper homeowner maintenance can adversely affect the performance and structural integrity of the foundation constructed on active soils and may void the Limited Warranty on your Home.

To minimize damage caused by shrinking and swelling of expansive soils, you should:

- a. maintain an even moisture content in the soil around the foundation;
  - b. maintain the grading about the foundation;
  - c. maintain the landscaping.
2. **This section lists Homeowner maintenance requirements for home constructed on active soils. Your failure to properly maintain your lot can void the Limited Warranty on your home.\***

#### B. Maintenance

##### 1. Trees and Shrubbery

- a. Trees and shrubbery may absorb large amounts of water daily, reducing the moisture in the soil and causing shrinkage. Soil shrinkage near the foundation causes settlement in that area. Soil in areas around trees and shrubbery must be adequately watered to prevent settlement and shrinkage. In extreme drought, areas around trees and shrubbery will need more water.
- b. Trees especially can damage the structural integrity of the foundation. Root systems of trees can penetrate the foundation, reduce moisture, and cause additional damage to the foundation. Precautionary measures may be needed to prevent trees from adversely affecting the foundation. Homeowner maintenance may include the placement of root shields which reduce the absorption of moisture from the soil between the shield and the foundation.
- c. Prior to planting trees and shrubbery, and if existing tree branches extend over your roof or the root system extends into the foundation, you should contact those who are experienced in planting trees and shrubbery to discuss proper maintenance options, including the costs involved. Your county Agricultural Extension Office will be able to suggest appropriate plant life and proper maintenance procedures. Limited Warranty Coverage is conditioned upon proper Homeowner Maintenance.

##### 2. Final Grade

- a. When a Final Grade Certificate is obtained, you should receive a copy from your Builder confirming that the grading (the slope of the ground) around the foundation has been established to cause water to flow away from the Home. It is your responsibility to maintain the grades. Make sure water does not collect or become trapped in localized areas near the foundation. These conditions can cause changes in moisture content that can damage the foundation.
- b. Builders often direct surface water to disposal areas (such as streets, storm sewers, etc.) by way of drainage channels called swales. Swales must be maintained and not left to erode or fill.
- c. Fences installed over drainage swales must be kept off the ground so water can drain properly. Obstructions in the drainage swale can interrupt proper drainage of water from the lot.

##### 3. Landscaping and Year Maintenance

- a. Maintaining adequate ground cover such as grass is essential to maintaining uniform moisture content in the soil. The presence of ground cover minimizes evaporation of moisture. When watering grass, shrubbery and other plantings, you should use a systematic, uniform manner of watering so soil on all

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sides of the foundation is kept moist, NOT SATURATED. Just as too little moisture causes soil shrinkage, too much moisture causes swelling. Both conditions can damage a foundation. Areas of soil that do not have ground cover may require additional watering as they are more susceptible to evaporation, causing an imbalance in soil moisture.

- b. Position sprinkler heads so water is directed away from the foundation. Shrubs planted close to the foundation may have to be watered by hand.
- c. When landscaping, be sure that flower beds do not trap water next to the foundation. Planters and curbs often hold water, causing increased moisture in localized areas. This can cause damage to the foundation. If curbs and planters are installed, drainage holes must be provided to maintain balanced soil moisture around the foundation.

## 5. **General Information**

- a. When very hot and dry conditions exist and soil begins to pull away from the foundation, you should act immediately to correct the situation. If you will be away from home during these conditions, you should plan to have someone maintain your lot.
- b. Uneven moisture content of the soil surrounding the foundation can cause movement in the foundation. If moisture content in one area is substantially different from another, differential movement can occur which can cause the foundation to bend. Although this may not damage the foundation, it may cause signs of distress such as wall and ceiling cracks, tape separations, doors which swing open or closed on their own, window frames out-of-square, and cracks in brick veneer and mortar joints. You should check the soil conditions around the foundation and correct any problems. Homeowner maintenance is a prerequisite to the Limited Warranty on your Home.

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## SECTION VI.

### HUD Addendum

(Applicable to VA/FHA Financed Homes Only)

#### A. HUD Addendum

1. **Section 1.B.** – The following definition is added. Emergency Condition is an event or situation that presents an imminent threat of damage to the Home and results in an unsafe living condition due to Defects or Major Structural Defect failures that manifest themselves outside of the Warrantor's normal business hours and precludes you from obtaining prior written approval to initiate repairs to stabilize the condition and prevent further damage.
2. **Section 1.B.10. Effective Date of Warranty** – The following language is substituted: The Effective Date Of Warranty will be the date on which closing or settlement occurs in connection with the initial sale of the Home. In no event will the Effective Date Of Warranty be later than the date of FHA endorsement of your Mortgage or the Home.
3. **Section 1.B.16. Major Structural Defects** – The following language is substituted for a.-c: A Major Structural Defect is actual physical damage to the designated load-bearing portions of a Home caused by failure of such load-bearing functions to the extent that the Home become unsafe, unsanitary, or otherwise unlivable. The following language is added: Delamination or rupture of roof sheathing shall be deemed a Major Structural Defect in need of warranty performance.
4. **Section II.C.!. One Year Coverage** – The following language is added: Notwithstanding anything to the contrary contained in this Limited Warranty, during the first year of coverage, your Builder will repair or restore the reliable function of Appliances and Equipment damaged during installation or improperly installed by your Builder. In addition, your Builder will correct Construction Deficiencies in workmanship and materials resulting from the failure of the Home to comply with standards of quality as measured by acceptable trade practices. Construction Deficiencies are Defects (not of a structural nature) in the Home that are attributable to poor workmanship or to the use of inferior materials which result in the impaired functioning of the Home or some part of the Home. Defects resulting from your abuse or from normal wear and tear are not considered Construction Deficiencies.
5. **Section II.D.** – The following statement is added: This agreement is non-cancelable by the Warrantor.
6. **Section II.D.9.** is deleted.
7. **Section II.D.10.** – The following language is added: Repairs to the Home may be made without the prior written authorization of the Warrantor only in the event and Emergency Condition arises that necessitates repairs be made for the sole purpose of protecting the Home from further damage. You must notify the Warrantor as soon as possible, but in no event, later than five (5) days after the repairs have been made in order to qualify for reimbursement. An accurate, written record of the repair costs must accompany your notification.
8. **Section II.E.1.d.** –The following language is substituted: Loss or damage caused by soil movement, including subsidence, expansion or lateral movement of the soil which is covered by any other insurance or for which compensation is granted by state legislation.
9. **Section II.3.1.e.** – The following language is substituted: resulting directly or indirectly from flood, waves, tidal water, overflow of a body of water, or spray from any of these (whether or not driven by wind), water which backs up from sewers or drains, changes in the water table which were not reasonably foreseeable, wetlands, springs or aquifers. Surface water and underground water which cause an unforeseeable hydrostatic condition with resultant damage to the structure are covered.
10. **Section II.E.2.d.** is deleted.

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- 11. Section II.3.2.m.** – The following language is substituted: Any portion of a public Water Supply System, including volume and pressure of water flow.
- 12. Section I.E.2.o.** – The following language is substituted: Any portion of a public Sewage Disposal System, including design.
- 13. Section II.E.2.p.** – exclusion is deleted.
- 14. Section II.E.5.** – The following language is substituted: Consequential Damages to personal property are excluded. Consequential Damages to real property as a result of a Defect or repair of a Defect are covered.
- 15. Section II.E.9.** – The following language is added: Warranted Defects repaired as a result of emergency property protection measures as described and defined in this addendum are covered.
- 16. Section III.A.**
- a. **SITE WORK** – The following is substituted: --- by the Builder, he will replace fill in excessively settled areas.
  - b. **FLOOR COVERING:** - The following language is added:
    - (1) **2.47 (Observation)** Gaps or cracks between finished floor boards. **(Action Required)** Builder will correct gaps or cracks which exceed 1/8 in. in width. **(Comments)** Finished wood floors expand and contract due to humidity changes in your Home. Cracks and gaps which shrink and disappear in non-heating seasons are considered normal.
    - (2) **4.28 (Observation)** Cupping, crowning or loose finished floor boards. **(Action Required)** Builder will correct only if caused by a Defect in installation. **(Comments)** Finished wood flooring cups from gaining or losing moisture on one side faster than the other. Some cupping and crowning should be considered normal due to growth rings in the tree and the part of the tree used. The Builder is not responsible for natural properties of the product, or for climatic conditions and personal living habits which can affect moisture content of floor boards. Cupping or crowning action may have loosened nails or adhesive. Owner is responsible if condition is caused by conditions beyond Builder’s control.
    - (3) **4.29 (Observation)** Ceramic tile cracks or loosens. **(Action Required)** Builder will correct only if documented prior to occupancy. **(Comments)** Owner is responsible for establishing a pre-closing walk-through inspection list.
- 17. Section II.B.2.7.** – The following language is added: **(Observation)** Septic system fails. **(Action Required)** Builder will correct if damage is due to poor workmanship or materials which are not in conformance with Sewage Enforcement Officer’s instructions, as per design and installation only. **(Comments)** Builder is required to abide by state or local requirements for the installation of on-site sewage disposal system. Any deficiency or failure which occurs or is caused by a condition other than faulty workmanship or materials, such as design, is not covered by this Limited Warranty. Owner is responsible for routine maintenance of system, which may include, but not be limited to: pumping the septic tank; adding chlorine to a chlorinator; and refraining from driving or parking vehicles or equipment on the system. Damages caused by freezing, soil saturation, underground springs, water run-off, excessive use and an increase in level of water table are among causes not covered by this Limited Warranty.
- 18. Section IV.E.** – The following language is added: The judicial resolution of disputes is not precluded by this warranty and may be pursued by the homeowner at any time during the dispute resolution process.
- 19. Section IV.E. Arbitration** – Because HUD does not require binding arbitration, the following is deleted: Since this Limited Warranty provides for mandatory binding arbitration of Unresolved Warranty Issues, if any party commences litigation in violation of this Limited Warranty, such party shall reimburse the other

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parties to the litigation for their costs and expenses, including attorney fees, incurred in seeking dismissal of such litigation.

**20. Section IV.F.2 and 3.** – The following language is substituted: In the first two (2) years, if your Builder does not fulfill its obligations under this Limited Warranty, the Insurer will be responsible for your Builder’s obligations, subject to a one-time warranty service fee of \$100. The Insurer’s liability in Years 3 through 10 under this Limited Warranty is subject to a warranty service fee of \$250 per request for warranty performance. In each instance, you must pay the fee prior to the Insurer’s repair or replacement. In the event of payment, the fee will be subtracted from the cash payment.

**21. Section IV.F.5.** – The following language is added: Where a warranted Defect is determined to exist and where the Warrantor elects to pay the reasonable cost of repair or replacement, the cash offer must be in writing. You will be given two (2) weeks to respond. Cash offers over \$5,000 are subject to an on-site review by a HUD-approved fee inspector (inspection costs will be paid by the Warrantor) unless:

- a. the cash offer is made pursuant to a binding bid by an independent third party contractor, which will accept an award of a contract from you pursuant to such bid;
- b. payment is being made in settlement of legal action;
- c. you are represented by legal counsel.

**22. Section V.A.2.** is deleted.