



# **BUILDER WARRANTY (LIMITED)**

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This Builder Warranty sets forth the terms and conditions of the limited written warranty that your Builder is providing with respect to your Home.

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## BUILDER WARRANTY (LIMITED)

### **A. INTRODUCTION TO YOUR BUILDER WARRANTY (LIMITED).**

This Builder Warranty provides specific details, conditions, and limitations, including procedures for requesting warranty performance and for binding arbitration. Read this document in its entirety to understand the protection it affords, the applicable exclusions, the performance standards, and your responsibilities. This Builder Warranty provides an explanation of what you can expect. **UNLESS OTHERWISE PROVIDED FOR IN THE CONTRACT WITH THE BUILDER, THIS BUILDER WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY BUILDER.** This warranty gives you specific legal rights. You may also have other rights, which may vary from state to state.

### **B. TERMS & CONDITIONS.**

#### 1. GENERAL PROVISIONS.

(a) SCOPE. This document describes the standards of performance for the various elements or components of a Home as described. **IF BUILDER'S ORIGINAL SCOPE OF WORK WAS LIMITED, THEN THIS BUILDER WARRANTY SHALL ONLY APPLY TO THE WORK PERFORMED BY BUILDER AND SHALL NOT OBLIGATE BUILDER TO WARRANT EXISTING CONDITIONS NOT PART OF ITS SCOPE OF WORK.** Upon receipt of timely notice, Builder will repair or replace those elements or components of your Home that do not meet these standards during the applicable warranty period based upon the expected level of performance described herein.

(b) DEFINITIONS. The following words and terms when used in this Builder Warranty shall have the following meanings, unless the context clearly indicates otherwise.

(1) Code. The version of the International Residential Code adopted by the state, local municipality or county seat, as applicable, as of the date the contract is executed (and if the context requires, the 2015 National Electrical Code as it existed on August 2015) including all applicable amendments or modifications thereto, save and except for the application of any energy code unless such energy code has been adopted by the applicable municipality or state law.

(2) Common Element. A common element is a portion of a structure attached to, connected with, or shared with your Home and adjacent units. In the case of your Home, the Common Elements include, but are not limited to the foundation, walls, and roof.

(3) Defect. Any condition of any item warranted by this Builder Warranty, which exceeds the allowable tolerance specified herein.

(4) Electrical Standard. A standard contained in the applicable version of the National Electrical Code effective on the date of commencement of construction of the Home and as required by applicable law.

(5) Excessive or excessively. A quantity, amount, or degree that exceeds that which is normal, usual, or reasonable under the circumstance.

(6) Home. The single-family residence constructed or modified by Builder, occupied or owned by Owner, and for which a warranty claim is made by Owner hereunder.

(7) International Residential Code (IRC). Substantial compliance with the non-electrical standards of a One- and Two-Family dwelling located in a municipality published by the International Code Council (ICC) that was effective on the date of commencement of construction of the Home and for those homes constructed in the unincorporated area of a county, the non-electrical version of the International Residential Code applicable to the county seat of that county in which the Home is constructed.

(8) Owner. The person or persons who first acquired title to the

Home, who entered into a construction contract with Builder, or any subsequent owners who take title within the warranty period.

(9) Major Structural Components. The load-bearing portions of the following elements of a Home: Footings and Foundations; Beams; Headers; Girders; Lintels; Columns (other than a column that is designed to be cosmetic); Load-Bearing portions of walls and partitions; Roof framing systems, to include ceiling framing; Floor systems; and Masonry Arches.

(10) Manufactured or Consumer Product. All appliances, cook tops, ovens, trash compactors, microwave ovens, vent fans, water heaters, carpet, windows, doors fireplace inserts, pipes, electrical wires, water heaters, air conditioners, doors fireplace inserts, pipes, electrical wires, water heaters, air conditioners, burglar alarms, stoves, refrigerators, roofing products, dishwashers, fixtures, piece of equipment, or other items defined as consumer products in 15 USC § 2301 et al or 16 CFR § 702 et al, which are or will be installed in the Home.

(11) Original Construction Elevations ("OCE") Actual elevations of the foundation taken prior to substantial completion of the Home. Such actual elevations shall include elevations of porches and garages if those structures are part of a monolithic foundation. To establish original construction elevations, elevations may be taken at a rate of approximately one elevation per 100 square feet showing a reference point, subject to obstructions. Each elevation shall describe the floor. If no such actual elevations are taken then the foundation for the habitable areas of the Home are presumed to be level +/- 0.75 inch (three-quarters of an inch) over the length of the foundation. An OCE is not required to be performed.

(12) Performance Standard(s). The standard(s) to which a Home or an element or component of a Home constructed as a part of new Home construction or a material improvement or interior renovation must perform.

(13) Substantial Completion is defined as and shall occur at the earlier of: (1) when a certificate of occupancy or final green tag is issued by the applicable municipality, (2) when all inspections required by Texas Local Government Code, Chapter 233 have been performed, as applicable, (3) if neither (1) nor (2) apply, when the Improvements have been constructed substantially in accordance with the Contract Documents, (4) the Owner takes or has the ability to take possession of the Improvements; or (5) the Owner moves into the Property, including but not limited to storing personal items in the house or garage (whether attached or detached).. Completion of any punch list item is not required to reach Substantial Completion. Owner may take possession of the Property upon Substantial Completion and Final Payment. Should Owner take possession of or reasonably have the ability to occupy the Improvements prior to Substantial Completion, Owner acknowledges the Improvements are complete and habitable and have reached Substantial Completion as defined in this Paragraph 13. .

(14) Resolving conflicts among standards. When an inconsistency exists between the Code, manufacturer's instructions and specifications, the standard required by the United States Department of Housing and Urban Development for Federal Housing Administration or Veterans Administration programs, ANSI/ASHRAE Standard (62.2-2003) or these performance standards, the most restrictive requirement shall apply. If a conflict exists between a third-party warranty and this Builder Warranty, the third-party warranty shall control as to the conflicting terms or standards only.

#### 2. GENERAL PROVISIONS FOR NEW HOMES, MATERIAL IMPROVEMENTS, & INTERIOR RENOVATIONS.

##### (a) BUILDER RESPONSIBILITIES FOR COMPLIANCE WITH PERFORMANCE STANDARDS & REPAIR OBLIGATIONS.

(1) BUILDER'S WORK. Builder is responsible for all work

performed under the direction of Builder for the warranty periods identified herein. Builder will retain sole control over the means, methods, techniques, scheduling, and progress of performing all warranty repairs required hereunder, including the exclusive right to select and arrange for all labor.

(2) REPAIR CONDITION. In connection with a repair of a Defect, any repairs performed by Builder will include those components of the Home that have to be removed or altered in order to repair the Defect.

(3) FINISH. Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical as viewed under normal lighting and from a distance of six feet. In connection with the repair of finish or surface material, such as paint, wallpaper, flooring or a hard surface, Builder will match the standard and grade as closely as reasonably possible but is not required to provide an exact match. Builder will attempt to match the finish, but will not be responsible for discontinued patterns or materials, color variations or shade variations. When the surface finish material must be replaced and the original material has been discontinued, Builder is responsible for installing replacement material substantially similar in appearance to the original material. Under this Builder Warranty, Builder 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.

(4) SPECIALTY FEATURE. Notwithstanding a performance standard stated herein, a specialty feature, which is work performed or material supplied incident to certain design elements shown on the construction plans and specifications and agreed to in writing by Builder and the Owner, shall be deemed to be compliant with the performance standards stated in this Builder Warranty so long as all items are compliant with the Code.

(5) PRODUCTS OF NATURE. It is understood that some finished products of nature may be used and that these products may contain certain variations and irregularities that make them unique. These characteristics are to be considered a part of the beauty of these products and in no way are to be considered a defect. Builder will make reasonable efforts to ensure consistency of the products, but do not promise or warrant such. Any additional materials or labor to satisfy owners need for uniformity will be at Owners' expense.

(6) GRADING, DRAINAGE, & SOIL. Owner acknowledges and understands that the pattern of grading and drainage for the Home is an approved grade and drain pattern. Any change in the grading, drainage, landscaping, or vegetation that would interfere with proper drainage away from the foundation will void this Warranty. If Owner changes the grade or drainage, including but not limited to diversion of surface water, established by Builder, or by construction, additions, or deletions that causes the established grade or drainage patterns to be modified, then Builder shall be relieved of any liability for damages, if any, caused by such changes. Builder makes no warranty or representation regarding shifting soils, unsettled soils, unusual rocks, rocky soils, or subsurface conditions.

(7) SPECIAL CONDITIONS. Owner acknowledges that building products commonly used in the construction, renovation, or repair of the Property or Improvements may produce odors, fumes or out-gassing of volatile organic compounds (VOC's) during or after use, application, or installation within the Property. In this regard, **OWNER SHALL HOLD BUILDER AND THE BUILDER PARTIES (AS DEFINED HEREIN) HARMLESS AGAINST ANY CLAIMS RELATED TO ODORS, FUMES OR OUT-GASSING OF VOC'S FROM BUILDING PRODUCTS USED OR INCORPORATED INTO THE IMPROVEMENTS.** Owner shall notify Builder in writing and in reasonable advance of any work performed if any occupants, guests, or pets have known sensitivity, allergies or weakened immune systems that may be affected by the use of the aforementioned building products. Owner may specify the use of

low or no VOC products if desired whenever reasonably possible or available at an additional cost to Owner.

(b) EXCEPTIONS & EXCLUSIONS.

(1) The following are not covered, and are specifically excepted and excluded from Builder's obligations, under this Builder Warranty:

(A) Work performed or material supplied incident to construction, modification, or repair to the Home performed by anyone other than Builder or persons providing work or material at the direction of Builder.

(B) The negligence, improper maintenance, misuse, abuse, failure to follow manufacturer's recommendations, failure to take reasonable action to mitigate damage, failure to take reasonable action to maintain the residence or other action or inaction of anyone other than Builder or persons providing work or material at the direction of Builder.

(C) Failure of the Owner to comply with Owner's responsibilities, maintenance obligations, or as may be stated separately elsewhere in this Builder Warranty.

(D) Alterations to the grade of the soil or that are not in compliance with the Code or applicable governmental regulations.

(E) Normal wear and tear or normal deterioration to any component of the Home.

(F) Extreme weather conditions (i.e., Weather conditions in excess of or outside of the scope of the design criteria stated or assumed for the circumstance or locale in the Code).

(G) Accidents, riot, fire, explosion, smoke, water escape, falling objects, civil commotion, war, terrorism, vandalism, aircraft, vehicle or boat, Acts of God, lightning, windstorms, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water and changes in the underground water table which were not reasonably foreseeable.

(H) Fire, smoke or water damage unless such loss or damage is a direct result of a Defect.

(I) Change in the underground water table that exerts pressure on, seeps, or leaks under the Home, sidewalk, driveway, foundation or other structure or causes subsidence or sinkholes.

(J) Erosion or accretion of soils unless such loss or damage is a direct result of a Defect.

(K) Insects, birds, rodents, vermin or other wild or domestic animals unless such loss or damage is a direct result of a Defect.

(L) The quality and potability of water unless caused by a Defect.

(M) While the Home is being used primarily for nonresidential purposes.

(N) Use for which the Home or the component of the Home was not designed.

(O) Use that exceeds the normal design loads prescribed by the Code or the engineer of record.

(P) Owner delay in reporting a known Defect or failing to take reasonable action necessary to prevent further damage to the Home.

(Q) For remodeling projects, improvements, alterations or additions to an existing residence where the performance standard cannot be achieved due to an existing condition.

(R) Abuse or misuse of a Home component or Manufactured Product by anyone other than Builder or persons providing work or

material at the direction of Builder.

(S) Consequential, special, incidental damages, lost wages, mental anguish, cost of inspections, temporary housing, or lodging expenses.

(T) Defects in outbuildings, detached carports and other recreational facilities; driveways; walkways; patios; boundary walls; retaining walls; bulkheads; fences; landscaping including sodding, seeding, shrubs, trees and plantings, and off-site improvements.

(U) Damages or defects caused by (i) adjacent unit owners, (ii) the failure of adjacent unit owners to maintain their Home, and (iii) repairs or maintenance performed to the adjacent unit.

(2) NO ACTUAL PHYSICAL DAMAGE. Builder shall not be responsible for any condition that does not result in actual physical damage to the Home, including, but not limited to the presence of radon gas, formaldehyde or other pollutants or contaminants, or the presence or effect of mold, mildew, toxic material, or volatile organic compound, or code violations unless such condition is a direct result of a Defect as defined in this Warranty.

(c) EXTERIOR BRICK, NATURAL STONE FLOORING, AND COUNTERTOPS. Natural stones and bricks with varying colors and mineral compositions are found in quarries throughout the world. Natural stone or brick including, without limitation, marble and granite stone types, are products of nature and vary in color, markings, shade, and texture. Owner acknowledges that neither natural stone nor brick is uniform and that Builder can make no guarantees regarding the color, markings, shade, and texture of the natural stone or brick to be used in the Home. Owner further acknowledges and Builder makes the following disclosures regarding the natural stone to be used in the Home:

(1) CLEANING. Care should be exercised when cleaning Natural Stone. No chemicals should be used to clean stone other than those cleaners specifically designed to clean Stone.

(2) NATURAL INCONSISTENCIES. Natural Stone contains natural inconsistencies which will be present in Natural Stone flooring or countertops in the Home; such natural inconsistencies are normal and are not defects.

(3) EDGES AND CORNERS. There may be changes in the patterning of Natural Stone from one edge or corner of the flooring or countertop to another edge or corner; such changes in patterning is normal and is not a defect.

(4) FISSURES & PITS. Natural Stone may contain fissures and pits that occur naturally and may appear as a small hole or recess; such fissures and pits are not cracks or defects.

(5) SPOTS, FRECKLES, & RUST. Spots, freckles, or rust may appear in Natural Stone from time to time, and may appear as a concentration or random aberration of color in a particular area of the surface of Natural Stone; such spots, freckles, and rust are not defects.

(6) SEAMS. Natural Stone is almost never seamless due to the techniques employed to cut the slab of Natural Stone in a way that preserves the maximum beauty of such Natural Stone. Pieces of Natural Stone must therefore be fitted together and the Natural Stone used in the Home will not be seamless and may have visible seams, which are not defects.

(7) WALLBOARD & PLASTER. Natural Stone is cut by machine to be straight. Irregularities occurring in the Home may mean that the installer has to force pieces of Natural Stone into the wallboard or plaster during installation to compensate for the irregularities. Shims, caulking, and putty may be used to fill imperfections in walls and floors in order to install Natural Stone flooring and countertops. There may be such shims, caulking or putty in the Natural Stone used in the Home, which shims, caulking or putty are used to enhance the installation and are not defects.

(8) STAINING. Natural Stone may stain and such staining is not a defect. As a preventative measure, but not as absolute protection from staining, Stone should be sealed with the appropriate sealant, using the appropriate technique, after every six (6) months of normal use.

(d) CABINET STAIN COLOR. Cabinet stain colors may vary from home-to-home as well as from cabinet-to-cabinet. Owner acknowledges that same or similar types of wood are not man-made and, as such, variations in grain, knots, color, texture, and overall appearance may occur. Owner further acknowledges that stain color on handrail variations may and sometimes do occur due to the aforementioned factors.

(e) MANMADE PRODUCTS. The Home may include one or more of the following manmade products: carpet, tile, and wood flooring; wall and pool wet area tiles; wood cabinets; cultured marble tubs, sinks and countertops; roof tiles; stamped concrete and paver driveways. Owner acknowledges and agrees that shade variations are inherent in manmade products. Colors of actual manmade products may vary from samples or catalogues and slight color variations may exist from different product runs. Owner acknowledges that Builder makes no representations or guarantees regarding the color, markings, shade, and texture of the manmade products, or to the suitability or maintenance of any manmade products in the Home. Owner acknowledges and Builder makes the following disclosures regarding the manmade products to be used/installed in the Home.

(1) BATHROOM FIXTURES. There may be a variation in shading between bathroom fixtures within the same room, including commodes, sinks, countertops, tubs, and towel bars.

(2) EXTERIOR FINISH. Builder may provide an exterior decorative finish with a painted surface. The exterior decorative coating is not a waterproofing material. The proper application of paint and caulking of joints over cement based material and decorative wood components provide for the moisture resistant qualities of the exterior surface of the Home. Owner acknowledges that repainting of the Home will likely be required at least every five years.

(3) CERAMIC TILE. Normal slab settlement may crack ceramic tile and the physical characteristics are conducive to chipping after installation by a number of different causes; subsequent chipping and cracking is unavoidable and not a warrantable item. Owner will have the opportunity to inspect the Home prior to Closing and Builder requests that Owner examine any tile floor closely at this time.

(4) WOODEN LAMINATE CABINETS. Wooden laminate cabinets are a popular selection of cabinetry in the home building industry. As the technological and manufacturing processes continue to emerge, what may appear to be a particular species of wood, (i.e., birch, oak, walnut, etc.) may in fact be a veneer over a composition product; stained and finished to resemble a specific species of wood. Owner acknowledges that wooden laminate cabinets may be manufactured with various manmade products or product names used in the manufacturing process. As with other natural materials, wooden laminate cabinets will be affected by environmental factors such as natural and artificial lighting, so Owner may see the color of such cabinets gradually change and mellow over time. Seams will be visible in the framework of all face frame cabinets, if applicable.

(5) PAVER DRIVEWAY & WALK. Pavers are an interlocking system supported by the existing earth. White mason sand is used to space the pavers and is meant to wash out in a short time. Pavers are not meant to have grout or mortar joints. Variations in the plane or levelness are expected and normal. The vast majority of elevation variances occur during the first year following installation. Owner acknowledges that the pavers used to construct the Home's driveway and walk may be rustic, and no two paving stones are identical in color, texture, or finish. Due to normal manufacturing, shipping, handling, and installation, pavers may have abrasions, marks, and minor staining. Normal weathering can also change the color and texture of the pavers. The most popular finish to be applied to paving stones is

a clear sealer. Sealing also helps reduce effervescence, weathering, the penetration of permanent stains and normal wear and tear. The sealing of pavers is a normal maintenance function. Owner should have a professional install any sealer. Builder recommends that Owner not install any sealer until Owner has occupied the Home for thirty (30) days to allow pavers to properly cure.

(f) WOOD FLOORS. Wood is a natural product and will have variation in color, texture, uniformity, and grain. This absence of uniformity is what gives wood what is considered its natural beauty, and it is to be expected. If a uniform look is desired, wood should not be considered as a flooring option. Wood flooring or individual planks will not be replaced due to any variations in color, texture, uniformity, or grain.

(1) Wood floors will scratch and indent. If you have pets you may want to carefully consider the use of hard wood floors in your Home.

(2) Natural color change will occur during the aging process of your wood floor. This is called patina, and is an expected, even desired effect of natural wood.

(3) High heels will cause severe indentations on hard wood floor. Any damage to wood floors caused by high heels will not be covered under your warranty.

(4) Do not use Murphy's Oil Soap or any cleaning products without first speaking with your Builder.

(5) Wood floors must be protected with plywood or another protective barrier whenever furniture or appliances are moved.

(6) Standing water, steam, or excessive moisture of any kind will severely damage wood floors. Use special care when wood is installed in any kitchen, bath, or utility area. Do not damp-mop wood floors, as it can cause "cupping" and "peaking", or raising of sides or ends on planks.

(7) The perception of color, texture, patterns, etc. in a smaller sample may be different when the entire application is completed. For example, the color may be more or less intense, the texture more or less pronounced, and the shading more or less obvious. Owner acknowledges and accepts these potential differences.

(g) WOOD FLOORS MAINTENANCE & CARE INSTRUCTIONS. Wood floors require regular maintenance. Examples of regular maintenance include sweeping with a specialty terry cloth flooring mop or using the soft brush attachment on your vacuum cleaner regularly. Use throw rugs both inside and outside each exterior doorway to prevent dirt, grit, and debris from being tracked in onto your hardwood floors. This will help prevent scratching.

(1) Wipe up spills immediately. Standing water will raise the grain of the wood and may permanently damage the wood's surface.

(2) Use furniture pads on the feet of your furniture to help prevent scuffing and scratching. Do not slide or drag furniture across your hardwood floor. Pick up the furniture completely when moving.

(3) If hardwood is installed in the kitchen, place an area rug in front of the kitchen sink and dishwasher.

(4) Keep the temperature and humidity controls on year-round. All hardwood floors can be adversely effected by extreme changes in humidity and temperature. During hot, humid weather a dehumidifier may be required. Although engineered wood floors are less affected than solid wood floors, in the dry, heated winter months humidification may be necessary to prevent surface checking.

(5) Do not wet mop a hardwood floor, this will raise the grain and may permanently damage the wood's surface.

(6) Do not wax or polish your hardwood floor.

PLEASE NOTE: Manufacturers' guidelines will be adhered to in determining

acceptable variance and tolerance levels of any material in Builder's homes. Materials and installations will not be altered or replaced unless dictated by the vendor or manufacturer. Manufacturers discontinue colors and patterns from time to time. If this occurs, Owner will be notified that a reselection is required and Owner agrees to re-select from the available options. Refer to your manufacturer's recommendations for additional information on care and maintenance.

(h) NATURAL WOOD CABINETS. Beautiful wood grain is not manufactured. As a product of many years of natural growth, variations in color and graining showcase the priceless handy work of nature. You will be more satisfied with your purchase if you can make educated decisions to get the best performance from your product.

(1) WOOD CHARACTERISTICS: COLOR, GRAIN, AND MARKINGS. Finishes are used to enhance and protect wood surfaces. A common misconception is that applying finish to wood will hide inherent inconsistencies. However, the opposite is true; the finish will accentuate any variations. A completely consistent look cannot be achieved with a finished natural wood. Wood is not a manufactured material. It is a product of nature. Therefore, its appearance can be influenced by many factors uncontrolled by man (or cabinet company).

(2) FINISH INFORMATION. These latest techniques are designed to be hand-worked, making each piece look "one of a kind." When joining together many of these similar but "one of a kind pieces" to make up an entire kitchen, the intelligible variances of each component may be clear.

(i) DISTRESSED. The distressing process is an added touch to give your cabinets a look of age worn dignity that is normally only achieved through time. The slight irregularities inherent in the hand-made process combined with some additional distressing give the cabinets a more authentic period appeal. The distressing process is an art and not a science. Pieces cannot be distressed to look identical to other pieces within the same collection. Each piece will have its own unique character.

(j) COLOR CHANGES WITH AGE. Even though the most chemically advanced screening products are used, exposing the cabinets to light, particularly sunlight, will cause the finish to yellow. Because this effect increases with time, Builder and Builder's cabinet manufactures cannot guarantee exact color matching for replacement parts ordered after the original job was installed. PLEASE NOTE: Manufacturers' guidelines will be adhered to in determining acceptable variance and tolerance levels of any material in Builder's homes. Materials and installations will not be altered or replaced unless dictated by the vendor or manufacturer. Manufacturers discontinue colors and patterns from time to time. If this occurs, you will be notified that a reselection is required and Owner agrees to re-select from the available options. Refer to manufacturer's recommendations for additional information on care and maintenance.

(k) CARPET. Carpet is one of the most widely used floor coverings in residential homes. As with all floor coverings, there are characteristics of carpet that are important to know. While all of the carpets installed in Builder's homes have some level of stain protector no carpet is stain proof.

- Seams are not invisible. Seams will be more visible in a lighter colored carpet than in a darker colored carpet, but all seams are visible to a certain extent.
- All carpets show tracks.
- Colors and shades do vary from one dye lot to another. Installed carpet will be noticeably different in color when compared to a sample.
- Many types of carpet will shed after installation for a short period of time. This "fuzz" is normal. Carpets should be vacuumed more often for the first six months until fuzzing disappears.
- Use an upright vacuum cleaner with a beater bar for routine cleaning (at

least twice a week under normal use).

- The industry has established guidelines for tolerance levels. Please understand that the samples from which you are selecting are representative of, but not necessarily exactly what will be installed in your Home.
- The perception of color, texture, patterns; etc. in a smaller sample may be different when the entire application is completed. For example, the color may be more or less intense, the texture more or less pronounced, and shading more or less obvious. Owner acknowledges and accepts these potential differences.

PLEASE NOTE: Manufacturers' guidelines will be adhered to in determining acceptable variance and tolerance levels of any material in Builder's homes. Materials and installations will not be altered or replaced unless dictated by the vendor or manufacturer. Manufacturers discontinue colors and patterns from time to time. If this occurs, you will be notified that a reselection is required and Owner agrees to re-select from the available options. Refer to manufacturer's recommendations for additional information on care and maintenance.

(l) BERBER CARPET. Berber style carpet requires different care and maintenance and has characteristics/benefits specific only to Berber carpet. Some of the characteristics are given below:

- Seams are more apparent with Berber carpet and will show color variation at seams. Because Berber carpet is constructed in "loops" it does not "bloom" and cover seams like traditional carpet. The tighter the construction of the loop, the more visible the seam. In very tight loop Berber, seams will be as evident as those in upholstered furniture or clothing. This is considered industry standard, and is to be expected.
- Stains are more noticeable due to loop construction.
- The backing of your carpet will show on stairs due to the row effect of your Berber. This is called "smiling."
- You will have a firmer feeling under foot. You will not experience a cushy, spongy feel.
- Berber is not recommended for homeowners with indoor pets. Berber does snag easily and can unravel. Sharp toys and high heels can also cause loop pulls.
- You must raise your vacuum beater bar so it does not come in contact with the carpet.
- The industry has established guidelines for tolerance levels. Please understand that the samples from which you are selecting are representative of, but not necessarily exactly what will be installed in your Home.
- The "lines" in your Berber will not "line up" with the walls or other flooring surfaces in a perfectly perpendicular manner.
- The perception of color, texture, patterns, etc. in a smaller sample may be different when the entire application is completed. For example, the color may be more or less intense, the texture more or less pronounced, and the shading, more or less obvious. Owner acknowledges and accepts these potential differences.

PLEASE NOTE: Manufacturers' guidelines will be adhered to in determining acceptable variance and tolerance levels of any material in Builder's homes. Materials and installations will not be altered or replaced unless dictated by the vendor or manufacturer. Manufacturers discontinue colors and patterns from time to time. If this occurs, you will be notified that a reselection is required and Owner agrees to re-select from the available options. Refer to manufacturer's recommendations for additional information on care and maintenance.

(m) GRANITE COUNTERTOP. Due to the fact that granite is a product of nature, the characteristics of a particular sample will not be uniformly present in other samples of the same color. A sample serves only to indicate, in a general way, the color, markings, and texture usually found in a block of granite. Because of the inherent characteristics, no two pieces of granite, such as sections of a kitchen countertop, will be identical. The Countertops or areas of the countertops will not be replaced due to color or texture variation within or between the pieces of your installation.

- Because granite is natural and is quarried from the ground, it contains inherent weak spots, including but not limited to: (i) Hairline cracks (caused during the quarrying process); (ii) Fissures (natural clefts in the formation which are mistaken for cracks); (iii) Pits (small crystals that loosen and may fall out during polishing, leaving small voids in the surface); and (iv) Inclusions (areas of stone which do not look like the rest of the stone).
- Any movement of cabinets, walls, or general settling of your Home could cause any of these to open or become more noticeable.
- The American Marble Institute deems it appropriate to repair any surface blemishes or cracks during the fabrication and installation process; it is Builder's practice to follow these guidelines.
- Because granite is quarried from the ground, it is impossible to do seamless or seemingly seamless installations of countertops. Granite countertop seams can be seen and felt. Granite slabs are not always perfectly flat causing some seams to be uneven from front to back.
- Since granite is a quarried material, slab sizes are random. It is not possible to locate seams for a given plan in the same place from one house to the next. Seams will be placed where necessary based on kitchen layout and material constraints. This includes seams in the sink or cook top cutouts. The fabricator determines seam location for each installation. Seam location cannot be specified by Owner, and cannot be changed after installation.
- Being very porous, granite may absorb many types of liquids and will be prone to staining.
- The polished finish of granite is very durable; however, it can be scratched with other household items. The finish may be dulled with the application of various food acids such as citric acids, lactic (milk) acids, vegetable acids (like tomatoes), unapproved cleaning agents, and general wear.
- Oil based materials, such as cooking oils, are natural stone's worst enemy. Care should be taken when using oil-based materials and spills should be cleaned up immediately.

PLEASE NOTE: Manufacturers' guidelines will be adhered to in determining acceptable variance and tolerance levels of any material in Builder's homes. Materials and installations will not be altered or replaced unless dictated by the vendor or manufacturer. Manufacturers discontinue colors and patterns from time to time. If this occurs, you will be notified that a reselection is required and Owner agrees to re-select from the available options.

(n) CERAMIC TILE/GROUT. Ceramic tile is an exceptionally durable floor and wall covering. It is a kiln-fired clay product, made with products courtesy of "Mother Nature." As with all fired products, there will be some variation in size and shade. This is an inherent quality of ceramic tile and results in varying color and sizing from tile to tile. With modern technology, ceramic tile can be made to mimic nature's variations.

- If different tiles are used (for example, stone and tile or two different stones) in a backsplash pattern, it will cause "lippng" (one tile sticking out



farther than the other) due to the different thickness of each material type. Grout lines around decorative inserts and around tile patterns using multiple tile sizes will also vary in thickness due to size differences between tiles. This look is considered "industry standard" and is to be expected.

- Ceramic tiles are not guaranteed against dye lot variations, texture differences, or lack of uniformity in color. Similarly, grout colors are also subject to variations. Observable variation between different tile sizes, or between a tile and its trim pieces, are normal.
- Electrical outlets and windows located on the backsplash will interrupt patterns, decorative inserts, and grout lines in backsplash tile patterns.
- Many factors determine tile layout and location of cut tiles, including but not limited to: wall levelness, placement of finished edges, adjacencies, room/area size and shape, and pattern variables. Cut placement is at the discretion of the installer. Owners do not determine placement of tiles and cuts.
- Builder DOES NOT seal the grout to allow the material to fully cure.
- Grout is extremely porous and it will stain. You may elect to seal your grout after closing. However a sealant will change the chemical compound of your grout, making the grout difficult to match in the event a future repair is needed. Keep in mind, a sealant will only temporarily protect your grout, and will need to be stripped and reapplied regularly per manufacturers' instructions.
- The conglomerate nature of grout will cause grout colors to vary and also allows for expansion and contraction of grout joints. Some resulting grout cracks are normal.
- The industry has established guidelines for tolerance levels. Please understand that the samples from which you are selecting are representative of, but not necessarily exactly what will be installed in your Home.
- The perception of color, texture, patterns, etc., in a smaller sample may be different when the entire application is completed. For example, the color may be more or less intense, the texture more or less pronounced, and the shading more or less obvious. Owner acknowledges and accepts these potential differences.

PLEASE NOTE: Manufacturers' guidelines will be adhered to in determining acceptable variance and tolerance levels of any material in Builder's homes. Materials and installations will not be altered or replaced unless dictated by the vendor or manufacturer. Manufacturers discontinue colors and patterns from time to time. If this occurs, you will be notified that a reselection is required and Owner agrees to re-select from the available options.

(o) STONE/TILE MEDALLIONS. Medallions made with natural stone products inherently lack uniformity and are subject to variation in aesthetics (color, shade, finish, texture, etc.) and performance (hardness strength, slip resistance, absorbency, etc).

- Irregularities in individual components of medallions are considered part of the material's beauty, and to be expected. Many types of natural stone may contain areas of broken, open, or dry seams, pits, chips, fossils, and glass veins that may or may not be filled at the factory or during installation. This is to be expected.
- Variance in height of individual tile or marble components is to be expected.
- Finish, shine, texture, pattern, and shading may vary from one piece to another.

- Field tiles and grout lines will not line up with medallion center or borders.
- Medallions or their components will not be changed out due to these irregularities or any resulting fillings made during fabrication or installation.

PLEASE NOTE: Manufacturers' guidelines will be adhered to in determining acceptable variance and tolerance levels of any material in Builder's homes. Materials and installations will not be altered or replaced unless dictated by the vendor or manufacturer. Medallions are placed in pre-determined locations per plan and will not be moved for any reason. Manufacturers discontinue colors and patterns from time to time. If this occurs, you will be notified that a reselection is required and Owner agrees to re-select from the available options.

(p) TRAVERTINE. Travertine is a calcium-based stone. Travertine is generated by the deposit of calcium carbonate resulting from water springs and streams running through the stone. Every time a drop in pressure or change of temperature occurs, the water releases carbon dioxide as gas, much like carbonated beverages. This gas causes holes to form in the travertine. These natural pores are still going to be present once the blocks are cut into tiles. The amount of holes depends by how compact each travertine type is and it varies greatly by the type of travertine. The pores present in the tiles can be filled with a paste made of cement and pigments or grout. However, it is important to note that these void spaces are a distinctive character of travertine tiles and they are always going to be present.

(1) CHARACTERISTICS OF TRAVERTINE. Travertine has extreme variation in shape, color, porosity, finish, and texture. When choosing this product you recognize that the material in your home will vary significantly from the samples shown. This quarried product with its unique, natural veining and impurities offers perhaps the most unique look available. Many of its characteristics are listed below.

- Travertine is a product of nature. Minerals and fossilized impurities become part of the stone and add irregularities to its appearance. These are not defects in your travertine. They are inherent with natural stone.
- Travertine is a porous material and for that reason the finish cannot be guaranteed.
- Veining will likely occur. This is a natural "weak" spot in the stone, and may crack.
- Finish, shine, texture, pattern, and shading may vary from one piece to another.
- Travertine is very porous and it will stain, scratch, and etch.
- Part of the natural beauty of travertine is that it has been broken by tumbling. Tumbled stones will have irregular edges, holes, and veining.
- Travertine may have pits and fissures. Some of these may have a factory "fill" product applied, and some may remain open. Grout applied during installation may fill some or all open areas. Irregularity in this product and its application is to be expected, and is considered to add to the "old world" appearance of the stone.
- Please understand the samples from which you are selecting are representative of, but not necessarily exactly what will be installed in your Home.
- The perception of color, texture, patterns, etc. in a smaller sample may be different when the entire application is completed. For example, the color may be more or less intense, the texture may be more or less pronounced, and the shading more or less obvious. Owner acknowledges and accepts these potential differences.
- Filled portions of pits and pores will chip out with everyday wear and tear, especially in high traffic areas. This is not a defect in the stone or with the installation. It is to be expected. Owner acknowledges and understands that Builder is not liable for warranty claims due to this issue.

(2) TRAVERTINE CARE & MAINTENANCE. Proper care and maintenance of travertine is essential for durability, elegance, and longevity. The following are cleaning guidelines to assist you with the care of your travertine floors. Travertine floors should be cleaned weekly in addition to regular dust mopping.

- Dirt and dust can scratch the surface of travertine therefore regularly sweep floors with a broom made of soft material, vacuum or mop with a clean dry micro-fiber cloth. Use only vacuum cleaners fitted with a glider. Metal and plastic attachments in addition to the wheels can scratch the surface.
- Travertine should be cleaned with neutral cleaners or mild soaps specifically designed for travertine or stone. These cleaners contain no acids or bleach and are concentrated neutral pH cleaners that will not affect existing sealers. A solution of the cleaner and water mixed to the manufacturers' instructions should be applied to the travertine surface with a sponge or mop. After mopping the travertine surface clean any excess cleaner or liquid off with a clean damp micro-fiber cloth to remove any residue from the cleaner. Follow with a dry micro-fiber cloth. Make sure all excess moisture is cleaned up.
- Avoid all abrasive cleaners or cleaning pads.
- Clean any liquid spills as soon as possible to prevent damage to the travertine. Liquid spills allowed to stand will cause damage. Acidic substances such as bathroom cleaners, grout cleaners, coffee, wine, and juices will damage travertine causing staining and a dulled finish.
- Protective padding on furniture legs and area rugs are recommended to prevent etching and scratching.
- DO dust mop floors frequently
- DONT use vinegar or other acid cleaners
- DO clean floors with a neutral pH cleaner or stone
- DONT use abrasive cleaners or cleaning pads
- DO thoroughly rinse and dry floors after mopping tub/tile cleaners
- DONT use bathroom cleaners, grout cleaners or cleaner
- DO dust mop floors frequently
- DONT slide furniture or heavy items across floors
- DO protect floors with non-slip mats or area rugs
- DONT use vacuum's that do not have a glider
- DO clean floors with a neutral pH cleaner or stone
- DONT use bleach cleaner
- Travertine floors are an investment giving a beautifully unique look to any home. However due to the many unpredictable characteristics, in addition to daily care and maintenance much consideration should be given when selecting this product.

PLEASE NOTE: Manufacturers' guidelines will be adhered to in determining acceptable variance and tolerance levels of any material in Builder's homes. Materials and installations will not be altered or replaced unless dictated by the vendor or manufacturer. Travertine is a natural product with inherent shade or texture variations, natural seams and imperfections. Builder assumes no responsibility or liability for any labor or material claims made before or after closing due to any variations, inherent characteristics or improper care and maintenance of travertine.

### 3. OWNER'S RESPONSIBILITIES.

(a) HOME MAINTENANCE. Maintenance of the Home and the lot on

which the Home is located are essential to the proper functioning of the Home. The Owner is responsible for maintenance of the Home and the lot on which it is located. The Owner is responsible for maintenance items described in this paragraph and those maintenance items identified separately in the performance standards set forth herein. Additionally, the Owner is responsible for ongoing maintenance responsibilities that affect the performance of the Home but that may not be expressly stated in this Builder Warranty. Such ongoing maintenance responsibilities include, but are not limited to, periodic repainting and resealing of finished surfaces as necessary, caulking for the life of the Home, regular maintenance of mechanical systems, regular replacement of HVAC filters, cleaning and proper preservation of grading around the Home and drainage systems to allow for the proper drainage of water away from the Home, and installation of and maintaining proper ground covering. The equipment furnished and installed requires maintenance service, such as periodic examinations, lubrication, and adjustment by competent mechanics, specially trained to service said equipment. Each owner is responsible for maintaining that portion of a Common Element contained within the legal description of their Home.

(b) MANUFACTURED PRODUCTS. The Owner shall use and perform periodic maintenance on all Manufactured Products according to the manufacturer's instructions and specifications. The misuse, abuse, neglect or other failure to follow manufacturer's specifications with regard to Manufactured Product/Manufactured Products may void the manufacturer's warranty.

(c) LANDSCAPE PLANTING. The Owner shall take measures to prevent landscaping materials or plants from contacting the exterior surface of the Home and from interfering with the proper drainage of water away from the foundation. The Owner should not improperly alter the proper drainage pattern or grade of the soil within ten feet of the foundation so that it negatively impacts the Home's performance or fails to comply with the Code.

(d) HUMIDITY OR DRYNESS IN THE HOME. The Owner should take the following actions to prevent excessive moisture accumulation by: (A) properly using ventilation equipment; (B) preventing excessive temperature fluctuation; and (C) taking any other action reasonably necessary to avoid excessive moisture, dampness, humidity, or condensation in the Home that may lead to damage due to excessive moisture or dryness.

(e) PROPER MAINTENANCE & CARE OF HOME COMPONENTS. The Owner shall properly maintain each component of the Home including proper cleaning, care, and upkeep of the Home. The Owner shall use Home components for the purposes for which they are intended and shall not damage, misuse, or abuse Home components.

### 4. EXPRESS LIMITED WARRANTY.

(a) WARRANTY PERIODS. Coverage under this Builder Warranty is expressly limited to construction defects that occur during the applicable warranty periods and is subject to the limitations of Texas Civil Practice & Remedies Code § 16.009. The maximum warranty periods for residential construction and residential improvements provided for under this Builder Warranty are:

(1) LANDSCAPE PLANTING. Builder warrants the survival of all landscape planting installed by Builder for a period of sixty days after the Effective Date of the Builder Warranty. Builder provides no warranty hereunder for native or pre-existing landscaping, vegetation, or trees.

(2) ONE YEAR COVERAGE. Builder warrants that for a period of one year after the Effective Date of the Builder Warranty, all workmanship and materials will function and operate as identified in the performance standards for the One Year Warranty;

(3) TWO YEAR COVERAGE. Builder warrants that for a period of two years after the Effective Date of the Builder Warranty, plumbing, electrical, heating, and air-conditioning delivery systems will function and operate as identified

in the Performance Standards for the Two Year Warranty; and

(4) TEN YEAR COVERAGE: Builder warrants that for a period of ten years after the Effective Date of the Builder Warranty, the major structural components of the Home will function and operate as identified in the Performance Standards of the Ten Year Warranty.

(5) IMPLIED WARRANTIES: To the extent any court or arbitrator determines that the implied warranty of good and workmanlike construction or habitability are applicable to Home or have not been legally waived, then Owner agrees that the warranty periods under such implied warranties shall be limited to those warranty periods set forth above. **HOWEVER, OWNER AGREES THAT THE WARRANTY PERIODS FOR ALL IMPLIED WARRANTIES ON THE HOME SHALL AUTOMATICALLY AND IRREVOCABLY TERMINATE UPON THE TRANSFER OF TITLE FROM OWNER TO A SUBSEQUENT OWNER OF THE HOME.**

(b) MANUFACTURED/CONSUMER PRODUCTS WARRANTY DISCLAIMER. The only warranties, express or implied, for any Consumer Product are those provided by the products' manufacturers. **BUILDER ASSIGNS AND CONVEYS TO OWNER, WITHOUT RECOURSE, THE MANUFACTURERS' WARRANTIES FOR ALL CONSUMER PRODUCTS. BUILDER DISCLAIMS ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ON ANY CONSUMER PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF USE, FITNESS OF USE, WORKMANSHIP, OR QUALITY. BUILDER SHALL NOT BE LIABLE FOR ANY DAMAGES OR INJURY TO THE CONSUMER PRODUCTS OR FOR ANY DAMAGES OR INJURY CAUSED BY THE CONSUMER PRODUCTS. BUILDER'S DISCLAIMER OF MANUFACTURERS' WARRANTIES DOES NOT LIMIT OR OTHERWISE AFFECT THE WARRANTY OF ANY MANUFACTURER.**

(c) EFFECTIVE DATE OF WARRANTIES. Unless otherwise provided by a written agreement between Builder and the initial Owner, a warranty period as described in this section for a new Home begins on the earlier of the date of occupancy, Substantial Completion, or transfer of title from Builder to the initial Owner. A warranty period as described in this section for an improvement other than a new Home or for a partially built Home, which by agreement between Owner and Builder, someone other than Builder will complete, begins on the date the improvement is Substantially Completed as determined by Builder in its sole discretion.

(d) INCORPORATED PERFORMANCE STANDARDS. All standards, as applicable, shall be viewed from a distance of six feet under normal lighting to determine if action is required by Builder. In the event this Builder Warranty does not specify a performance standard for the alleged Defect, the condition shall be evaluated under the edition of the Residential Construction Performance Guidelines (published by the National Association of Home Builders) in effect at the time the Home was constructed (NAHB Guidelines). Should such condition not be covered by the Builder Warranty or NAHB Guidelines, then such condition shall be evaluated according to the usual and customary industry standards in the geographic area where the Home is located. In no event shall any condition be evaluated in accordance with the Owner's subjective performance standards or any standard not based upon an industry accepted standard.

(e) TRANSFERRABLE WARRANTY. This Builder Warranty is fully transferrable to all subsequent owners of the Home, subject to the limitations of Texas Civil Practice & Remedies Code § 16.009.

(f) CONDITIONS OF WARRANTY.

(1) CONDITION OF PAYMENT. Prior to payment for the reasonable cost of repair or replacement of warranted items, you must sign and deliver to Builder 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.

(2) PROPER MAINTENANCE. Any Builder obligation herein is conditioned upon your proper maintenance of the Home and grounds to prevent damage due to neglect, abnormal use or improper maintenance.

(3) NOTICES. All notices required under this Builder Warranty must be in writing and sent by certified mail, return receipt requested to the recipient's address or to whatever address the recipient may designate in writing.

(4) UNAPPROVED REIMBURSEMENTS. Costs incurred for unauthorized repairs to warranted items are not reimbursable. Written authorization prior to incurring expenses must be obtained from Builder.

(5) INVALIDITY OF PROVISION/INTEGRATION/WAIVER. If any term, provision, covenant, or condition of this Builder Warranty is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. This Builder Warranty constitute the entire agreement of the parties concerning the subject matter hereof, supersede any prior agreement or representations made between Owner and Builder, either written or oral, and may only be modified in writing. The terms and conditions contained herein and any attachments hereto may be waived only by written instrument executed by the party waiving compliance. Any such waiver shall only be effective in the specific instance and for the specific purpose for which it is given and shall not be deemed a waiver of any other provision hereof.

(6) GOVERNING LAW, VENUE, AND DRAFTSMEN. This Builder Warranty and the performance of all the obligations set forth herein shall be governed, construed, and enforced by the laws of the State of Texas and this Builder Warranty shall be performable and venue shall be exclusive and solely in the county where the Home is located. The parties acknowledge that this Builder Warranty evidences a transaction that involves interstate commerce. This Builder Warranty has been jointly drafted, negotiated, and agreed upon by Owner and Builder. Any rule and contract interpretation that provides that an ambiguity will be construed against the drafting party is inapplicable to this Builder Warranty and shall not be used in connection with the interpretation of this Builder Warranty.

**(7) WAIVER OF CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL ANY DAMAGES, INCLUSIVE OF ATTORNEYS' FEES AND COURT COSTS, AWARDED TO OWNER PURSUANT TO ANY CAUSE OF ACTION EXCEED THE TOTAL CONTRACT PRICE. FURTHER, OWNER AND BUILDER RELEASE EACH OTHER FROM ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, MENTAL ANGUISH, DIMINUTION OF VALUE, STIGMA, LOSS OF USE, OR ADDITIONAL INTEREST, FORESEEABLE OR NOT, ARISING OUT OF OR IN CONNECTION WITH ANY CAUSE OF ACTION THAT RELIES IN WHOLE OR IN PART ON THIS CONTRACT OR THE WORK PERFORMED BY BUILDER HEREUNDER. OWNER AND BUILDER FURTHER WAIVE THE REMEDIES OF SPECIFIC PERFORMANCE AND RESCISSION.**

**(8) WAIVER OF IMPLIED WARRANTIES. OWNER ACKNOWLEDGES THAT THE TERMS OF THIS BUILDER WARRANTY PROVIDE FOR THE MANNER, PERFORMANCE, OR QUALITY OF THE DESIRED CONSTRUCTION AND ARE CLEAR, SPECIFIC, AND SUFFICIENTLY DETAILED TO ESTABLISH THE ONLY STANDARDS OF CONSTRUCTION. TO THE EXTENT PERMITTED BY LAW, OWNER WAIVES ANY CAUSE OF ACTION UNDER ALL IMPLIED WARRANTIES, INCLUDING,**

**BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF GOOD AND WORKMANLIKE CONSTRUCTION, IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AND STIPULATES THAT SUCH IMPLIED WARRANTIES ARE EXPRESSLY REPLACED BY THIS BUILDER WARRANTY.**

**(9) LIMITATION OF ACTION.** Any lawsuit, regardless of form, arising out of this Builder Warranty must be brought within two years and one day of the date the cause of action accrues. **THE PARTIES WAIVE ALL CAUSES OF ACTION AGAINST EACH OTHER NOT COMMENCED IN ACCORDANCE WITH THIS SECTION. ANY APPLICABLE STATUTE OF LIMITATIONS SHALL COMMENCE TO RUN AND ANY ALLEGED CAUSE OF ACTION ARISING HEREUNDER SHALL BE DEEMED TO HAVE ACCRUED IN ANY AND ALL EVENTS NOT LATER THAN THE DATE OF SUBSTANTIAL COMPLETION OR TRANSFER OF TITLE TO THE OWNER (AS APPLICABLE).**

**(10) WAIVER OF ATTORNEYS' FEES.** SHOULD OWNER ASSERT A CLAIM AGAINST BUILDER IN COURT OR ARBITRATION, OWNER WAIVES ALL CLAIMS FOR ATTORNEYS' FEES UNDER THIS BUILDER WARRANTY. IN THE EVENT OF A CONFLICT BETWEEN THIS BUILDER WARRANTY, THE CONTRACT, AND APPLICABLE LAW, THIS BUILDER WARRANTY SHALL CONTROL.

**C. MAKING A WARRANTY REQUEST.**

1. **WARRANTY REQUEST.** If an Owner tenders a warranty request to Builder, the Owner must submit such request on the attached Warranty Request Form. The request must (1) specify in reasonable detail each alleged Defect subject of the request and when it was discovered, (2) state the amount of any known out-of-pocket expenses and engineering or consulting fees incurred by the Owner in connection with each alleged Defect; (3) include any evidence that depicts the nature and cause of each alleged Defect and the nature and extent of repairs necessary to remedy the Defect, including, if available, expert reports, photographs, and videotapes; and (4) state the name of any person who has, on behalf of the requestor, inspected the Home in connection with an alleged Defect. Submission of a Warranty Request Form shall not extend applicable coverage periods. No warranty request will be taken by telephone or verbal communication. A customer service representative of Builder will make appointments to evaluate warranty requests or its repair only on Monday - Friday, between the hours of 8:00 a.m. - 4:30 p.m. **OWNER AGREES THAT SUBMISSION OF A WARRANTY CLAIM SHALL NOT CONSTITUTE NOTICE UNDER CHAPTER 27, TEXAS PROPERTY CODE.**

2. **DEADLINE TO SUBMIT WARRANTY REQUEST.** To preserve a claim under this Builder Warranty, Owner must notify Builder of the alleged construction defect as required in the preceding paragraph no later than thirty days following the expiration of the applicable warranty period. **IF OWNER FAILS TO (A) TENDER WRITTEN NOTICE OF A WARRANTY CLAIM AS REQUIRED HEREIN AND (B) PROVIDE BUILDER THE OPPORTUNITY TO INSPECT THE ALLEGED CLAIM AND TO SUBMIT A WRITTEN OFFER OF SETTLEMENT AS REQUIRED BY CHAPTER 27 OF THE TEXAS PROPERTY CODE, OWNER WAIVES AND RELEASES BUILDER FROM ALL CLAIMS UNDER THIS WARRANTY OR UNDER ALL IMPLIED WARRANTIES. OWNER'S TENDER OF A TIMELY NOTICE SHALL BE A CONDITION PRECEDENT TO THE RIGHT TO FILE SUIT, A DEMAND FOR ARBITRATION, OR TO RECOVER DAMAGES HEREUNDER.**

**D. MANDATORY DISPUTE RESOLUTION.**

1. **MEDIATION.** If a dispute arises out of or relates to this Contract and it cannot be settled through Conciliation or other informal processes, either party upon their election shall require the other party to mediate their dispute

prior to the arbitration hearing. If the parties cannot agree on a mediator, either party may file a court proceeding for the sole purpose of the court to appoint a mediator. The parties shall share the costs of the mediator equally.

2. **ARBITRATION.** Any dispute or claim arising out of or relating to this Contract, the breach thereof, construction of the Improvements, property damage (real or personal), personal injury (including death) resulting therefrom, representations made by the Builder Parties, or the scope, arbitrability, or validity of this arbitration agreement (**Dispute**), shall be brought by the parties in their individual capacity and not as a plaintiff or class member in any purported class or representative capacity, and settled by binding arbitration before a single arbitrator administered by the American Arbitration Association (**AAA**) per its Construction Industry Arbitration Rules in effect at the time the demand for arbitration is filed. Any claim brought in arbitration that is less than \$100,000 (exclusive of attorneys' fees, interest, and costs) shall be brought pursuant to the current AAA fast track procedures set forth in the AAA Construction Industry Arbitration Rules. On application of either party, the arbitrator may issue a temporary restraining order, temporary injunction, or protective order per the applicable procedural rules, statutes, and common law of Texas, which the parties agree shall be as enforceable as if it had been issued by a court of this state. Judgment on the arbitration award may be entered in any federal or state court having jurisdiction thereof. No award shall exceed the amount of the claim by either party and the arbitrator shall have no authority to award punitive or exemplary damages. If the Dispute cannot be heard by the AAA for any reason, the Dispute shall be heard by an arbitrator mutually selected by the parties. If the parties cannot agree upon an arbitrator, then either party may petition an appropriate court to appoint an arbitrator. Arbitration shall be subject to 9 U.S.C. § 1 et seq. and Chapter 171 of the Texas Civil Practice and Remedies Code. If either party files suit in violation of this paragraph (except to toll the statute of limitations), such party shall reimburse the other for their costs and expenses, including attorneys' fees, incurred in seeking abatement of such suit and enforcement of this paragraph. Any arbitrator appointed hereunder shall be a licensed Texas attorney who specializes in construction law. Save and except to preserve the statute of limitations, if Builder provides Owner a warranty from the Third-Party Warranty Company, (the "Company") Owner agrees that it shall be a condition precedent to requesting mediation, filing suit, or demanding arbitration that Owner has filed a claim with the Company and received a final response with respect to such claim

3. **WAIVER OF JURY TRIAL.** OWNER AND BUILDER KNOWINGLY AND VOLUNTARILY, WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES, WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY DISPUTE.

4. **TEXAS PROPERTY CODE, SECTION 27.007 DISCLOSURE.** The Builder Warranty is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this Builder Warranty. If you have a complaint concerning a construction defect arising from the performance of this Builder Warranty and that defect has not been corrected through normal warranty service, you must provide notice required by Chapter 27 of the Texas Property Code to Builder by certified mail, return receipt requested, not later than the 60<sup>th</sup> day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code, and must describe the construction defect. If requested by Builder, you must

provide Builder an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

WAIVER OF SUBROGATION. TO THE EXTENT PERMITTED BY LAW, OWNER AND BUILDER WAIVE AND RELEASE EACH OTHER FROM ANY LIABILITY OR RESPONSIBILITY TO EACH OTHER, THEIR RESPECTIVE INSURANCE CARRIERS, OR ANYONE CLAIMING BY, THROUGH, OR UNDER THEM BY WAY OF SUBROGATION OR OTHERWISE, FOR ANY LOSS OR DAMAGE TO PROPERTY (REAL OR PERSONAL) OR THE IMPROVEMENTS CAUSED BY FIRE OR ANY

OTHER CASUALTY, EVEN IF SUCH CASUALTY SHALL HAVE BEEN CAUSED BY THE FAULT OR NEGLIGENCE OF THE BUILDER PARTIES. IN THE EVENT OWNER'S INSURER DOES FILE A SUBROGATION CLAIM AGAINST BUILDER IN VIOLATION OF THIS PROVISION, OWNER SHALL DEFEND (WITH COUNSEL ACCEPTABLE TO BUILDER), INDEMNIFY AND HOLD HARMLESS THE BUILDER PARTIES FROM ALL CLAIMS, CAUSES OF ACTIONS, LAWSUITS, ARBITRATIONS, AND ANY DAMAGES ALLEGED AGAINST BUILDER,, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, COURT COSTS, AND ARBITRATION FEES.

**E. ONE YEAR WORKMANSHIP WARRANTY**

STANDARD		ACTION REQUIRED		COMMENTS
<b>1. FOUNDATIONS &amp; 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 accumulate 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 per the standard of this subsection, Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall not modify improperly the existing grade or allow water from an irrigation system to cause water to accumulate excessively under the foundation. The Owner shall not allow landscape plantings to interfere with proper drainage away from the foundation. The Owner 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, Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall not modify improperly the existing grade or allow water from an irrigation system to cause water to accumulate excessively near the foundation. The Owner 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, Builder shall take such action as 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.
	1.4	Concrete slabs shall not have protruding objects, such as a nail, rebar or wire mesh.	If a concrete slab has a protruding object, Builder shall take such action as 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.
	1.5	A separation in an expansion joint in a concrete slab shall not equal or exceed 1/4 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, Builder shall take such action as 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 CONCRETE INCLUDING PATIOS, STEM	1.6	Concrete corners or edges shall not be damaged excessively due to	If a concrete corner or edge is damaged excessively, Builder shall	Surfaces altered incident to any repair will be finished or touched

<b>WALLS, DRIVEWAYS, STAIRS OR WALKWAYS</b>		construction activities.	take such action as necessary to bring the variance within the standard.	up to match the surrounding area 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 standard of performance, Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall not over-water surrounding soil or allow the surrounding soil to become excessively dry. The Owner 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, Builder shall take such action as necessary to bring the variance within the standard.	A concrete surface that has been designed to be smooth is excepted from this 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, Builder shall take such action as 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 per the standard, Builder shall take such action as 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.
<b>CONCRETE STAIRS</b>	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 per the standard, Builder shall take such action as 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, Builder shall take such action as 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, 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.
	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 above Builder shall take such action as 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.
<b>DRIVEWAYS</b>	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, Builder shall take such action as 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.
<b>DETACHED SLABS</b>	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,	If a concrete floor slab in a detached garage, carport or porte-cochere does not meet the standards, Builder shall take such action as 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.

except at expansion joints, or 1/8 of an inch in vertical displacement.

## 2. FRAMING

<b>WALLS</b>	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 eight-foot vertical measurement.	If a wall does not meet the standard, Builder shall take such action as 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, Builder shall take such action as 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, Builder shall take such action as 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.
	2.4	A non-structural post or beam shall not have a warp or twist equal or exceeding one inch in eight-feet of length.	Warping or twisting shall not damage beam pocket. If a non-structural post or beam fails to meet the standard, Builder shall take such action as 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, Builder shall take such action as necessary to bring the variance within the standard.	The Owner 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 moisture barrier allows an accumulation of moisture inside the barrier, Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall not make penetrations through the exterior moisture barrier that permit the introduction of moisture inside the barrier.
<b>CEILINGS</b>	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, Builder shall take such action as 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.
<b>SUB-FLOORS</b>	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, Builder shall take such action as 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, Builder shall take such action as 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 direction.	If the sub-flooring fails to meet the standard, Builder shall take such action as 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.

<b>STAIRS</b>	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, Builder shall take such action as 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, Builder shall take such action as 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. DRYWALL

<b>DRYWALL</b>	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 eight-foot vertical measurement.	If a drywall surface fails to meet the standard, Builder shall take such action as 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 bows 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 eight-foot measurement.	If a drywall ceiling fails to meet the standard, Builder shall take such action as 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, Builder shall take such action as 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 twelve-inch measurement centered over the drywall joint.	If crowning at a drywall joint exceeds the standard, Builder shall take such action as 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 six feet or more in normal light.	If a drywall surface fails to meet the standard, Builder shall take such action as 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, Builder shall take such action as necessary to bring the variance within the standard.	This standard shall not apply to remodeling projects where existing conditions do not permit Builder to achieve the standard.
	3.7	Nails or screws shall not be visible in a drywall surface from a distance of 6 feet under normal lighting conditions.	If nails or screws are visible, Builder shall take such action as necessary to bring the variance within the standard.	None.



#### 4. INSULATION

##### INSULATION

4.1	Insulation shall be installed in the walls, ceilings and floors of a Home per the building plan and specifications and the Code.	If the insulation in walls, ceilings or floors is not per the building plans and specifications and the Code, Builder shall take such action as 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, Builder shall take such action as 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, Builder shall take such action as 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, Builder shall take such action as 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. EXTERIOR SIDING & TRIM

##### 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, Builder shall take such action as 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 a gap that leaks or 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, Builder shall take such action as 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.
5.3	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, Builder shall take such action as 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.
5.4	Siding shall not have a nail stain.	If siding has a nail stain, Builder shall take such action as 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.
5.5	Siding and siding knots shall not become loose or fall off.	If siding or siding knots become loose or fall off, Builder shall take such action as 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, Builder shall take such action as 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 six-foot run.	If siding fails to comply with the standard, Builder shall take such action as 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, Builder shall take such action as 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.
<b>EXTERIOR TRIM</b>	5.9	A joint between two trim pieces shall not have a separation that leaks or is 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, Builder shall take such action as 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 eight-foot run.	If exterior trim or eave block warps in excess of the standard, Builder shall take such action as 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 six-foot run.	If exterior trim or eave block cups in excess of the standard, Builder shall take such action as 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, Builder shall take such action as 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, Builder shall take such action as 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, Builder shall take such action as 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. MASONRY INCLUDING BRICK, BLOCK & STONE

### 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, Builder shall take such action as necessary to bring the variance within the standard.	The standard set forth in this subsection 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, Builder shall take such action as 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, Builder shall take such action as 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, Builder shall take such action as 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, Builder shall take such action as 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 standards, Builder shall take such action as 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, Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall not put any material into weep holes. Weep holes are an integral part of the wall drainage system and must remain unobstructed.

## 7. STUCCO

### STUCCO

7.1	Stucco surfaces shall not be excessively bowed, uneven, or wavy	If a stucco surface fails to perform as stated, Builder shall take such action as 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, Builder shall take such action as 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.
7.3	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, Builder shall take such action as necessary to bring the variance within the standard.	Builder shall not be responsible for repairing cracks in stucco caused by the Owner'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. The Owner shall not allow water from irrigation systems to contact stucco finishes excessively.
7.4	Stucco shall not deteriorate excessively.	If the stucco deteriorates excessively, Builder shall take such action as 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.
7.5	Stucco shall not have dirt, stain or debris on surface due to construction activities.	If the stucco fails to meet the standard, Builder shall take such action as 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 six feet under normal lighting conditions that disrupt the overall uniformity of the finished pattern.	If the stucco fails to meet the standard, Builder shall take such action as 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, Builder shall take such action as 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, Builder shall take such action as 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 ¼ 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, Builder shall take such action as 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,	If stucco obstructs a functional opening, Builder shall take such action as	Surfaces altered incident to any repair will be finished or touched

		weep hole or plumbing cleanout.	necessary to bring the variance within the standard.	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, Builder shall take such action as 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, Builder shall take such action as necessary to bring the variance within the standard.	None.

## 8. ROOFS

<b>ROOFS</b>	8.1	Flashing shall prevent water penetration.	If the flashing fails to meet the standard, Builder shall take such action as necessary to bring the variance within the standard.	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, Builder shall take such action as necessary to bring the variance within the standard.	Builder shall not be responsible for leaks caused by extreme weather. The Owner shall perform periodic maintenance to prevent leaks due to build-up of debris, snow or ice. The Owner shall take such action as 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, Builder shall take such action as necessary to bring the variance within the standard.	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 1/2 of an inch in depth.	If a gutter or downspout fails to meet the standard, Builder shall take such action as necessary to bring the variance within the standard.	Builder shall not be responsible for leaks caused by extreme weather. The Owner 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, Builder shall take such action as 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, Builder shall take such action as 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, Builder shall take such action as 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, Builder shall take such action as 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-	If a pipe, vent, fireplace or other object designed to penetrate the roof is not correctly located as provided in the standard, Builder shall take such action	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

		approved water diversion methods.	as necessary to bring the variance within the standard.	
	8.10	The exterior moisture barrier of the roof shall not allow moisture penetration.	If the exterior moisture barrier fails to meet the standard, Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall not make penetrations through exterior moisture barrier of the roof.
<b>9. DOORS &amp; WINDOWS</b>				
<b>DOORS &amp; WINDOWS</b>	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, Builder shall take such action as 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, Builder shall take such action as necessary to bring the variance within the standard.	The Owner 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, Builder shall take such action as 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, Builder shall take such action as 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, Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall not apply a tinted window film or coating to window or door panes in sealed insulated glass units.
	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, Builder shall take such action as 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, Builder shall take such action as necessary to bring the variance within the standard.	None.
	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, Builder shall take such action as 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.
<b>WINDOWS</b>	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, Builder shall take such action as necessary to bring the variance within the standard.	None.
<b>DOORS</b>	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 necessary to bring the variance within the standard.	The Owner 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, Builder shall take such action as 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 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 so that light from the other side is visible.	If a door panel fails to meet the standard, Builder shall take such action as 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 per the standard, Builder shall take such action as 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 per the standard stated, Builder shall take such action as 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 per the standard, Builder shall take such action as necessary to bring the variance within the standard.	None.
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 per the standard, Builder shall take such action as 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 door fails to comply with the standard, Builder shall take such action as 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.
<b>GARAGE DOORS</b>			
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, Builder shall take such action as 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 per manufacturer's specifications.	If a garage door opener fails to perform per the standard, Builder shall take such action as necessary to bring the variance within the standard.	An Owner 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, Builder shall take such action as 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 per the standard, Builder shall take such action as 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 per the standard, Builder shall take such action as necessary to bring the variance within the standard.	None.
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**10. INTERIOR FLOORING**

**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, Builder shall take such action as necessary to bring the variance within the standard.	None.
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10.2	Carpet seams may be visible but shall be smooth without a gap or overlap.	If the carpet fails to meet the standard, Builder shall take such action as necessary to bring the variance within the standard.	None.
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10.3	Carpet shall not be stained or spotted due to construction activities.	If the carpet fails to meet the standard, Builder shall take such action as 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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**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, Builder shall take such action as 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.
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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, Builder shall take such action as 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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**WOOD FLOORING**

10.6	Wood flooring shall not have excessive humps, depressions or unevenness that equals or exceeds 3/8 of an inch in any 32-inch direction within any room.	If wood flooring fails to meet the standard, Builder shall take such action as 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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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, Builder shall take such action as 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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10.8	Wood flooring shall not have open joints and separations that equal or exceed 1/8 of an inch.	If wood flooring fails to meet the standard, Builder shall take such action as necessary to bring the variance within the standard.	These standards do not apply to non-hardwood species that contain greater moisture and may shrink after installation or structural floors that are designed to serve as the finished floor. If the floor is designed as a structural finish floor, Builder must provide a written explanation of the characteristics of that floor to the Owner prior to the execution of the contract.
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10.9	Strips of floorboards shall not cup in an amount that equals or exceeds 1/16 of an inch in height in a three-inch distance when measured perpendicular to the length of the board.	If the wood flooring fails to meet the standard, Builder shall take such action as 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
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			finish floor, Builder must provide a written explanation of the characteristics of that floor to the Owner.
	10.10 Unless installed as a specialty feature, wood flooring shall not have excessive shade changes or discoloration due to the construction activities of Builder.	If the wood floor fails to meet the standard, Builder shall take such action as 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.
	10.11 Unless installed as a specialty feature, wood flooring shall not be stained, spotted or scratched due to construction activities of Builder.	If wood flooring fails to meet the standard, Builder shall take such action as 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.
<b>VINYL FLOORING</b>	10.12 Vinyl flooring shall be installed square to the most visible wall and shall not vary by ¼ of an inch in any six-foot run.	If the vinyl flooring fails to meet the standard, Builder shall take such action as 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, Builder shall take such action as 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, Builder shall take such action as 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 six-foot run.	If a vinyl floor has a depression that exceeds the standard and the depression is due to construction activities, Builder shall take such action as 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 provided in this paragraph.	If a vinyl floor has a ridge that fails to comply with the standard and the ridge is due to construction activities, Builder shall take such action as necessary to bring the variance within the standard.	The ridge measurement shall be made by measuring the gap created when a six-foot straight edge is placed tightly three 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 Builder.	If the vinyl floor fails to meet the standard, Builder shall take such action as 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, Builder shall take such action as 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 or screws shall not be detectable under the vinyl floor from a distance of three feet or more in normal light.	If the vinyl flooring fails to meet the standard, Builder shall take such action as 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, Builder shall take such action as 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.
	10.21 A seam in vinyl flooring shall not have a separation that equals or exceeds 1/16 of an inch in width.	If vinyl flooring fails to meet the standards, Builder shall take such	Surfaces altered incident to any repair will be finished or touched



Where dissimilar materials abut, there shall not be a gap equal to or greater than 1/8 of an inch.

action as necessary to bring the variance within the standard.

up to match the surrounding area as closely as practical.

**11. HARD SURFACES, INCLUDING CERAMIC TILE, FLAGSTONE, MARBLE, GRANITE, SLATE, QUARRY TILE, FINISHED CONCRETE OR OTHER HARD SURFACES**

**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, Builder shall take such action as 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 per the standard, Builder shall take such action as 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 three feet or more in normal light. A surface imperfection in non-floor hard surface shall not be visible from a distance of two feet or more in normal light.

If a hard surface fails to meet the standards due to construction activities, Builder shall take such action as 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 variations between field and trim hard surfaces are excessive and are due to construction activities, Builder shall take such action as 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 surface areas shall not leak.

If a hard surface area fails to perform per the standard, Builder shall take such action as 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, Builder shall take such action as 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, Builder shall take such action as 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.

11.8 Hard surface countertops shall be level to within 1/4 of an inch in any six-foot measurement.

If a hard surface countertop is not level per the standards, Builder shall take such action as 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.

11.9 Hard surface floors 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 hard surface floor located in a living space fails to meet the standard, Builder shall take such action as necessary to bring the variance within the standard.

Finished hard surface floors located in living spaces that are designed for drainage, such as a laundry room, are excepted from the standards stated in paragraph (1) of this subsection.

**GROUT**

11.10 Grout shall not crack or deteriorate.

If grout fails to meet the standard, Builder shall take such action as 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.

11.11 Grout shall not change shade or discolor excessively due to construction activities.

If grout fails to perform to the standard, Builder shall take such action as 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**

11.12	A concrete countertop shall not have excessive pits, depressions, or unevenness that equal or exceed 1/8 of an inch in any 32-inch measurement.	If a concrete countertop fails to meet the standard, Builder shall take such action as 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 concrete countertop shall not have separations 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, Builder shall take such action as 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 finished concrete countertop shall not be stained, spotted or scratched due to construction activities.	If a concrete countertop fails to meet the standard, Builder shall take such action as 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 have a chipped edge that extends beyond 1/16 of an inch from the edge of the countertop due to construction activities.	If a concrete countertop fails to meet the standard, Builder shall take such action as 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.
11.16	A concrete countertop shall not change shade or discolor excessively due to construction activities.	If a concrete countertop fails to meet the standard, Builder shall take such action as 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. PAINTING, STAIN & WALL COVERINGS****CAULKING**

12.1	Interior caulking shall not deteriorate or crack excessively.	If the interior caulking fails to meet the standard, Builder shall take such action as 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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**PAINTING & STAIN**

12.2	Paint or stain shall not have excessive color, shade or sheen variation.	If the paint or stain fails to meet the standard, Builder shall take such action as 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.
12.3	Paint shall cover all intended surfaces so that unpainted areas shall not show through paint when viewed from a distance of six feet in normal light.	If the painting fails to meet the standard, Builder shall take such action as 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, Builder shall take such action as 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, Builder shall take such action as 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, Builder shall take such action as 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	Interior varnish, polyurethane or lacquer finish shall not deteriorate.	If an interior finish fails to meet the standard, Builder shall take such action as necessary to bring the variance within the standard. If an interior finish fails to meet the standard, Builder shall take such action as 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 Exterior varnish, polyurethane or lacquer finishes shall not deteriorate excessively.	If an exterior finish fails to meet the standard, Builder shall take such action as 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.
	12.8 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, Builder shall take such action as 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.
	12.9 A paint product shall perform as represented by the manufacturer to meet manufacturer's specifications for washability or scrubability.	If the paint product fails to meet the standards of this paragraph, Builder shall take such action as necessary to bring the variance within the standard.	None.
<b>WALL COVERINGS</b>	12.10 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, Builder shall take such action as 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.
	12.11 Pattern repeats 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 ¼ of an inch in any six-foot run.	If the wall covering fails to meet the standards, Builder shall take such action as 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 A wall covering seam shall not separate or gap.	If the wall covering fails to meet the standard, Builder shall take such action as 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.
	12.13 Lumps or ridges in a wall covering shall not be detectable from a distance of six feet or more in normal light.	If the appearance of the wall covering fails to meet the standard, Builder shall take such action as 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 Wall coverings shall not be discolored, stained or spotted due to construction activities.	If a wall covering fails to meet the standard, Builder shall take such action as 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 scratched, gouged, cut or torn due to construction activities.	If a wall covering fails to meet the standard, Builder shall take such action as 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 perform as represented by the manufacturer to meet manufacturer's specifications for washability or scrubability.	If a wall covering fails to meet the standard, Builder shall take such action as necessary to bring the variance within the standard.	None.

### 13. PLUMBING

<b>PLUMBING ACCESSORIES</b>	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, Builder shall take such action as 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 feature.	If a fixture fails to meet the standard, Builder shall take such action as necessary to bring the variance within the standard.	Fixture finishes that are tarnished, blemished or stained due to high iron, manganese or other mineral content in water are excluded from this standard.

	13.3 A fixture or fixture fastener shall not corrode.	If a fixture or fixture fastener fails to meet the standard, Builder shall take such action as necessary to bring the variance within the standard.	A Builder is not responsible for corrosion caused by factors beyond the manufacturer's or Builder's control, including the Owner's use of corrosive chemicals or cleaners or corrosion caused by water content.
	13.4 A decorative gas appliance shall be installed per manufacturer's specifications and when so installed shall function per manufacturer's representations.	If a decorative gas appliance fails to meet the standards, Builder shall take such action as 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, Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall not exert excessive force on a fixture.
	13.6 A fixture stopper shall operate properly and shall retain water per the manufacturer's specifications.	If a fixture stopper fails to meet the standard, Builder shall take such action as 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, Builder shall take such action as necessary to bring the variance within the standard.	If toilet equipment allows water to run continuously, the Owner shall shut off the water supply or take such action as necessary to avoid damage to the Home.
	13.8 A toilet shall be installed and perform per the manufacturer's specifications.	If a toilet fails to meet the standard, Builder shall take such action as necessary to bring the variance within the standard.	In the event of water spillage, the Owner shall shut off the water supply and take such action as 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, Builder shall take such action as 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 meet the standard, Builder shall take such action as 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, Builder shall take such action as 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 standards, Builder shall take such action as 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, Builder shall take such action as necessary to bring the variance within the standard.	This 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 per the manufacturer's specifications and shall operate properly when so installed.	If a sump pump fails to meet the standards, Builder shall take such action as necessary to bring the variance within the standard.	None.
<b>PIPES &amp; VENTS</b>	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, Builder shall take such	The Owner shall keep plumbing traps filled with water.

		action as necessary to bring the variance within the standard.	
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, Builder shall take such action as necessary to bring the variance within the standard.	None.
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, Builder shall take such action as 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.

#### 14. HEATING, COOLING & VENTILATION

<b>HEATING &amp; COOLING</b>	14.1	A condensation line shall not be obstructed due to construction activities.	If a condensation line fails to meet the standard, Builder shall take such action as necessary to bring the variance within the standard.	The Owner 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, Builder shall take such action as necessary to bring the variance within the standard.	The Owner 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 Code.	If the refrigerant line insulation fails to meet the standard, Builder shall take such action as necessary to bring the variance within the standard.	The Owner 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, Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall ensure that settlement of the exterior compressor unit pad does not occur due to Home maintenance, landscape work or excessive water from irrigation.
<b>VENTING</b>	14.5	An appliance shall be vented according to the manufacturer's specifications.	If an appliance is not vented per the standard, Builder shall take such action as 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 standard, Builder shall take such action as necessary to bring the variance within the standard.	None.
<b>DUCTWORK</b>	14.7	Ductwork shall not make excessive noise.	If the ductwork fails to meet the standard, Builder shall take such action as 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 Owner shall not place any object on the ductwork.

#### 15. ELECTRICAL SYSTEMS & FIXTURES

<b>ELECTRICAL SYSTEMS &amp; FIXTURES</b>	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, Builder shall take such action as 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, Builder shall take such action as 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 standard, Builder shall take such action as 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 per the Code and shall be plumb and level.	If a fixture, electrical box or trim plate fails to meet the standard, Builder shall take such action as 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 per the manufacturer's specifications. The	If a fixture, light, fan or appliance fails to meet the standard, Builder shall take such action as necessary to bring the variance within the standard.	None.
	15.6 A smoke detector shall operate according to the manufacturer's specifications and shall be installed per the Code.	If a smoke detector fails to meet the standard, Builder shall take such action as 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, Builder shall take such action as necessary to bring the variance within the standard.	None.

## 16. INTERIOR TRIM

<b>INTERIOR TRIM</b>	16.1 An interior trim joint separation shall not equal or exceeds 1/8 of an inch in width or shall not separate from adjacent surfaces equal to or in excess of 1/8 inch and all joints shall be caulked or puttied.	If an interior trim joint fails to meet the standard, Builder shall take such action as 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 six feet or more in normal light due to construction activities.	If the interior trim fails to meet the standard, Builder shall take such action as 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.
	16.3 A hammer mark on trim shall not be visible from a distance of six feet or more when viewed in normal light.	If the interior trim fails to meet the standard, Builder shall take such action as 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 six feet or more when viewed in normal light.	If the interior trim fails to meet the standard, Builder shall take such action as 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.
<b>SHELVING</b>	16.5 Shelving, rods and end supports shall be installed per 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 1/4 of an inch and shall be supported by stud-mounted brackets no more than four 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 1/4 of an inch and shall be supported by stud-mounted brackets no more than four feet apart. End supports shall be securely mounted.	If the closet rods, shelving or end supports fail to meet the standard, Builder shall take such action as 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.

**CABINET DOORS**

16.6 Cabinet doors shall open and close with reasonable ease. Cabinet doors shall be even and shall not warp more than ¼ inch when measured from the face to the point of the furthest point of the door or drawer front when closed.

If the cabinet doors fail to meet the standard, Builder shall take such action as necessary to bring the variance within the standard.

Some warping, cupping, bowing or twisting is normally caused by surface temperature and humidity changes. Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

### 17. MIRRORS, INTERIOR GLASS & SHOWER DOORS

**MIRRORS, INTERIOR GLASS & 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, Builder shall take such action as 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, Builder shall take such action as 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 standard, Builder shall take such action as 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 two feet or more when viewed in normal light.

If a mirror or shower door fails to meet the standard, Builder shall take such action as necessary to bring the variance within the standard.

None.

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 standard, Builder shall take such action as necessary to bring the variance within the standard.

None.

### 18. HARDWARE & IRONWORK

**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, Builder shall take such action as necessary to bring the variance within the standard.

Builder is not responsible for tarnished, blemished, or stained hardware finishes that have been damaged by factors that are beyond the manufacturer's or Builder's control such as the Owner'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, Builder shall take such action as 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 standard, Builder shall take such action as 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, Builder shall take such action as necessary to bring the variance within the standard.

The Owner shall not exert excessive force on hardware.

**INTERIOR IRONWORK**

18.5 Interior ironwork shall not rust.

If interior ironwork fails to meet the standard, Builder shall take such action as necessary to bring the variance within the standard.

Builder is not responsible for ironwork finishes that rust due to factors that are beyond the manufacturer's or Builder's control such as the Owner's use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to humidity.

**19. COUNTERTOPS & BACKSPASHES****COUNTERTOPS & BACKSPASHES**

19.1 A countertop or backsplash shall be secured to substrate per manufacturer's specifications.

If countertop or backsplash materials are not secured to the substrate per the standard, Builder shall take such action as necessary to bring the variance within the standard.

None.

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, Builder shall take such action as 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 1/4 of an inch in any six-foot measurement.

If a countertop surface fails to meet the standard, Builder shall take such action as 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, Builder shall take such action as 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 standard, Builder shall take such action as 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 Counter and vanity top material should not delaminate.

If a countertop fails to meet the standard, Builder will take such action as 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.

**LAMINATE COUNTERTOPS & BACKSPASHES**

19.7 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, Builder shall take such action as 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 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, Builder shall take such action as 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.

19.9 A surface imperfection in a laminate countertop or a backsplash shall not be visible from a distance of three feet or more when viewed in normal light due to construction activities.

If a laminate surface fails to meet the standard, Builder shall take such action as 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. FIREPLACES****FIREPLACES**

20.1 A refractory panel shall not crack or separate.

If the fireplace refractory panel fails to meet the standard, Builder shall take

The Owner shall not use synthetic logs or other materials if not approved by the manufacturer.



such action as necessary to bring the variance within the standard.

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, Builder shall take such action as necessary to bring the variance within the standard.

None.

20.2 A fireplace shall not have a gas leak.

If a fireplace has a gas leak, Builder shall take such action as necessary to bring the variance within the standard.

None.

20.3 Gas logs shall be positioned per the manufacturer's specifications.

If a gas log fails to meet the standard, Builder shall take such action as necessary to bring the variance within the standard.

The Owner shall not incorrectly reposition or relocate the logs after the original placement. The Owner 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.

20.4 A crack in masonry hearth or facing shall not be equal to or exceed 1/4 of an inch in width.

If the masonry hearth or facing of the fireplace fails to meet the standard, Builder shall take such action as 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.

20.5 A fireplace or chimney shall draw properly.

If a fireplace or chimney fails to meet the standard, Builder shall take such action as necessary to bring the variance within the standard.

None.

20.6 A firebox shall not have excessive water infiltration under normal weather conditions.

If a firebox fails to meet the standard, Builder shall take such action as necessary to bring the variance within the standard.

None.

20.7 A fireplace fan shall not exceed the noise level established by the manufacturer's specifications.

If a fireplace fan fails to meet the standard, Builder shall take such action as necessary to bring the variance within the standard.

None.

## 21. IRRIGATION SYSTEMS

### 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, Builder shall take such action as necessary to bring the variance within the standard.

None.

21.2 An irrigation system shall be installed such that 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, Builder shall take such action as necessary to bring the variance within the standard.

None.

21.3 The irrigation system control shall operate per manufacturer's specifications.

If an irrigation system fails to operate per manufacturer's specifications, Builder shall take such action as necessary to bring the variance within the standard.

Builder shall provide the Owner with instructions on the operation of the irrigation system at closing.

## 22. FENCING

### FENCING

22.1 A fence shall not fall over and shall not lean in excess of two inches out of plumb due to construction activities.

If the fencing fails to meet the standard, Builder shall take such action as 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 Builder.	If the fencing fails to meet the standards, Builder shall take such action as necessary to bring the variance within the standard.	None.
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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 standard, Builder shall take such action as necessary to bring the variance within the standard.	None.
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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, Builder shall take such action as necessary to bring the variance within the standard.	None.
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**23. YARD GRADING**

**YARD GRADING**

23.1	Yards shall have grades and swales that provide for proper drainage away from the Home per the Code or other governmental regulations.	If the grades or swales fail to meet the standard, Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall maintain the drainage pattern and protect the grading contours from erosion, blockage, over-saturation or any other changes. The possibility of standing water, not immediately adjacent to the foundation but in the yard, after prolonged or an unusually heavy rainfall event should be anticipated by the Owner.
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23.2	Settling or sinking of soil shall not interfere with the drainage patterns of the lot or have a vertical depth of six inches or more.	If the soil fails to meet the standard, Builder shall take such action as necessary to bring the variance within the standard.	None.
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**24. PEST CONTROL**

**PEST CONTROL**

24.1	Eave returns, truss blocks attic vents and roof vent openings shall not allow rodents, birds, 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, Builder shall take such action as necessary to bring the variance within the standard.	None.
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**F. TWO YEAR SYSTEMS WARRANTY**

**STANDARD**

**ACTION REQUIRED**

**COMMENTS**

**1. ELECTRICAL DELIVERY SYSTEMS**

<b>ELECTRICAL WIRING</b>	1.1	Electrical wiring installed inside the Home shall be installed per 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 per the Code and any other applicable electrical standards, Builder shall take such action as necessary to bring the wiring to the standard	Builder shall not be responsible for utility improvements from the meter/demarcation point to the utility poles or the transformer.
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	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, Builder shall take such action as necessary to bring the variance within the standard.	All electrical equipment shall be used for the purposes or capacities for which it was designed and per manufacturer's specifications.
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**ELECTRICAL PANEL,  
BREAKERS & 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, Builder shall take such action as necessary to bring the variance within the standard.	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 electric usage, Builder shall take such action as necessary to bring the variance within the standard.	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 per the Code and manufacturer's specifications.	If ground fault interrupters trip repeatedly under normal residential usage, Builder shall take such action as necessary to ensure that the electrical outlets with ground fault interrupters are installed per the Code and manufacturer's instructions and specifications and that they operate properly during normal residential electrical usage.	The Owner shall not plug appliances that require constant electrical flow, such as refrigerators and freezers, into an outlet with a ground fault interrupter.
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**FIXTURES, OUTLETS,  
DOORBELLS &  
SWITCHES**

1.6	An outlet, doorbell or switch shall be installed per the manufacturer's specifications and the Code and shall operate properly when installed per the manufacturer's specifications and the Code.	If an outlet, doorbell or switch is not installed per the manufacturer's specifications and the Code or does not operate properly when so installed, Builder shall take such action as necessary to bring the variance within the standard.	None.
1.7	A fixture, electrical box or trim plate shall be installed per 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 per the Code and manufacturer's specifications or is not properly secured to the supporting surface, Builder shall take such action as necessary to bring the variance within the standard.	None.

**WIRING OUTLETS FOR  
CABLE TELEVISION,  
TELEPHONE,  
ETHERNET, OR OTHER  
SERVICES**

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, Builder shall take such action as necessary to bring the variance within the standard.	None.
1.9	Wiring or outlets for cable television, telephone, ethernet or other services shall be installed per the Code and any applicable manufacturer's specifications.	If wiring or outlets for cable television, telephone, ethernet or other services are not installed per the Code or any applicable manufacturer's specifications, Builder shall take such action as 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/demarcation point shall function properly when installed per the standard.	If wiring or outlets for cable television, telephone, ethernet or other services are not functioning, the Builder shall take such action as necessary to bring the variance within the standard set forth in paragraph (2) of this subsection.	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.

**2. PLUMBING DELIVERY SYSTEMS**

**WATER & GAS PIPES, SEWER & DRAIN LINES, FITTINGS & VALVES (NOT IRRIGATION SYSTEMS)**

2.1 Pipes shall be installed and insulated per the Code and manufacturer's specifications

If a water pipe bursts, Builder shall take such action as necessary to bring the variance within the standard stated in paragraph (1) of this subsection.

The Owner 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 Owner 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, Builder shall take such action as necessary to bring the variance within the standard.

The Owner shall shut off water supply immediately if such is required to prevent further damage to the Home.

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 necessary to bring the variance within the standard

If a gas pipe is leaking, the Owner shall shut off the source of the gas if the Owner 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.

This standard assumes the public or community water supply reaches the Home side of the meter at 40 pounds per square inch. Builder is not responsible for water pressure variations originating from the water supply source.

If the water pressure is excessively high, Builder shall take such action as necessary to bring the variance within the standard.

2.5 A sewer, drain, or waste pipe shall not become clogged or stopped up due to construction activities.

Builder shall take such action as necessary to unclog a sewer, drain or waste pipe that is clogged or stopped up due to construction activities.

The Owner 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 per the Texas Commission on Environmental Quality requirements.

Builder shall take such action as necessary for the wastewater treatment system to perform within the standard.

Builder is not responsible for (i) 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 Builder or a person working at Builder's direction; (ii) malfunctions or limitations in the operation of the system attributed to a design restriction imposed by state, county or local governing agencies; or (iii) malfunctions caused by freezing, soil saturation, soil conditions, changes in ground water table or any other acts of nature.

**3. HEATING, AIR CONDITIONING & VENTILATION DELIVERY SYSTEMS**

**REFRIGERANT LINES**

3.1 A refrigerant line shall not leak

If a refrigerant line leaks, Builder shall take such action as 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

If a heating system fails to perform to the standard, Builder shall take such

Temperatures may vary up to 4-degrees Fahrenheit between rooms but no less than the

	feet from the outside wall of a room at a height of three feet above the floor under local outdoor winter design conditions as specified in the Code.	action as necessary to bring the variance within the standard.	standard. The Owner's changes made to the size or configuration of the Home, the heating system or the ductwork shall negate Builder's responsibility to take measures to meet this standard.
	3.3 An air-conditioner system shall produce an inside temperature of at most 78-degrees Fahrenheit as measured in the center of a room at height of five 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, Builder shall take such action as necessary to bring the variance within the standard.	This standard does not apply to evaporative or other alternative cooling systems or if the Owner 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 five feet above the floor in the center of the room where the thermostat is located. The stated standard is related to the accuracy of the thermostat and not to the standard of the room temperature.	If the thermostat reading differs more than 4-degrees Fahrenheit from the actual room temperature taken at a height of five feet above the floor in the center of the room where the thermostat is located, Builder shall take such action as necessary to bring the variance within the standard.	None.
	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 per manufacturer's instructions and specifications or moves excessively, Builder shall take such action as necessary to properly install and secure the equipment.	None.
<b>VENTS, GRILLS &amp; REGISTERS</b>	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, 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 per 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 per the standard in this paragraph, Builder shall take such action as necessary to bring the variance within the standard.	None.
<b>DUCTWORK</b>	3.8 Ductwork shall be insulated in unconditioned areas according to Code.	If ductwork is not insulated in unconditioned areas per the Code, Builder shall take such action as necessary to bring the variance within the standard.	
	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, Builder shall take such action as necessary to bring the variance within the standard.	None.
	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, Builder	None.

shall take such action as necessary to bring the variance within the standard.

**G. TEN YEAR STRUCTURAL WARRANTY.**

STANDARD	ACTION REQUIRED	COMMENTS
<b>1. FOUNDATION</b>		
<b>SLAB FOUNDATIONS</b>	1.1 Slab foundations should not move differentially after they are constructed, such that the deflection in the slab in excess of the standard in section 1.2 below or tilt exceeds the standard in 1.3 below AND two or more associated systems of distress are set forth in 1.4 below.	If measurements and associated symptoms of distress show that a slab foundation does not meet the deflection or tilt standards stated, Builder will take action to restore the slab foundation to acceptable performance standards.
	1.2 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).	The protocol and standards for evaluating slab foundations 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."
	1.3 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.	None.
	1.4 In addition to exceeding the standard in 1.2 and 1.3 above, the Home must not have more than two associated symptom of distress, as described in Section 5 of the ASCE Guidelines, that results in actual observable physical damage to the Home.	None.
<b>PIER &amp; BEAM FOUNDATION</b>	1.5 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 defects 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, Builder will take action to restore the slab foundation to acceptable performance standards.
<b>2. OTHER STRUCTURAL COMPONENTS</b>		
<b>STRUCTURAL COMPONENTS</b>	2.1 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 component of a Home cracks, bows, is distorted or deteriorates such that it results in actual observable physical damage to a component of the Home, Builder shall take such action as 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.

**DEFLECTED  
STRUCTURAL  
COMPONENTS**

2.2 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, 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**

2.3 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 it compromises the structural integrity or performance of a structural system of the Home, Builder shall take such action as 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**

2.4 A structural component shall not separate from a supporting member more than 3/4 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 3/4 of an inch or separated such that it compromises the structural integrity or performance of a structural system of the Home, 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, to restore the structural integrity of the Home and the performance of the affected structural system.

None.

**NON-PERFORMING  
STRUCTURAL  
COMPONENTS**

2.5 A structural component shall function as required by the Code.

If a structural component does not function as required by the Code, Builder shall take such action as necessary to bring the variance within the standard stated in subparagraph (A) of this paragraph.

None.

**WARRANTY REQUEST FORM**

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**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**DAYTIME PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**INSTRUCTIONS:** Review your applicable warranty documents to determine if your problem is a warranty item or a homeowner responsibility. If your problem is a warranty item, fill out the section below, sign and date this form, and mail or fax it to Builder at the address or fax number identified in your contract.

**WARRANTY ITEMS:** \_\_\_\_\_ **DATE OF DISCOVERY:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OUT-OF-POCKET EXPENSES OR ENGINEERING COSTS:** \_\_\_\_\_

\_\_\_\_\_

**IDENTITY OF YOUR INSPECTOR:** \_\_\_\_\_

\_\_\_\_\_

**IN SUBMITTING THIS WARRANTY REQUEST, PLEASE INCLUDE ANY EVIDENCE THAT DEPICTS THE NATURE AND CAUSE OF EACH ALLEGED DEFECT AND THE NATURE AND EXTENT OF REPAIRS NECESSARY TO REMEDY THE DEFECT, INCLUDING, IF AVAILABLE, EXPERT REPORTS, PHOTOGRAPHS, AND VIDEOTAPES**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_