



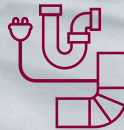
TEXAS
New Home Warranty Program



QUALITY BUILT by Your Builder.
BACKED by the Industry-Leading Warranty.



Workmanship



Distribution Systems



Structural

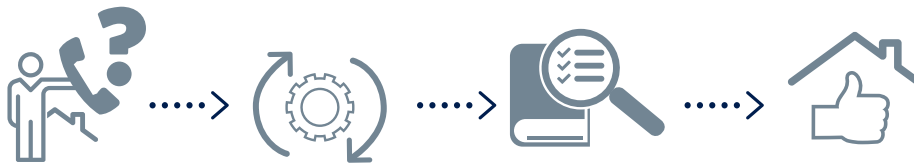
Congratulations on your **new home**

and the warranty provided by your builder.

Who is **2-10 Home Buyers Warranty?**

2-10 Home Buyers Warranty (2-10 HBW) is your warranty administrator. Since 1980, warranties from 2-10 HBW have protected over 5.8 million new and pre-owned homes. Focused on reducing the financial risks of thousands of home builders and millions of homeowners nationwide, 2-10 HBW partners with real estate professionals, service contractors and home builders who consider their coverage the industry's most comprehensive protection available.

HOW DOES YOUR WARRANTY COVERAGE WORK?



Think you have a problem? This booklet will help:

- Easily navigate the types of coverage
- Provide simple language to understand what's covered
- Explain how to report a claim

The **warranty administrator** is available to provide guidance and assistance for the 2-10 HBW New Home Warranty Program.

Once you receive your **Certificate of Warranty Coverage**, register your new home at 2-10.com/registerhome.

For questions about this booklet, or if you have lost your **Certificate of Warranty Coverage**, contact the **warranty administrator**:

- 855.429.2109 (Phone)
- warrantyadministration@2-10.com (Email)
- 2-10.com/homeowner (Homeowner Portal)

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THIS BOOKLET AND CERTIFICATE OF WARRANTY COVERAGE

This booklet defines your remedies for any **defect** and **structural defect** based on the terms and conditions contained within this booklet for the duration of the **warranty term**. The **warranty term** is found on the **Certificate of Warranty Coverage**. This booklet and the **Certificate of Warranty Coverage** are legal documents that define the scope of all the express limited warranties provided to you by your **builder/seller** related to your home. Please keep this booklet and the **Certificate of Warranty Coverage** with other legal documents that are important to you.

WORDS WITH SPECIAL MEANING

The words used in this booklet have their normal everyday meaning. Except when, in some cases, a word used in this booklet will have a specific meaning or definition. In those cases, the word will be bolded and the bolded word will always have the same meaning

or definition, except that, for readability purposes, “you,” “your,” “home” and “warranty” are each words with special meaning but are not bolded. The words with special meaning are defined in *Section VII*.

SPECIAL CONDITIONS APPLY TO HOMES WITH FHA OR VA FINANCING, PLEASE SEE SECTION VI.C FOR ADDITIONAL INFORMATION.

IMPORTANT PROVISIONS FOR THE USE OF FINAL AND BINDING ARBITRATION TO RESOLVE DISPUTES ABOUT THIS BOOKLET, THE WARRANTIES, YOUR HOME, THE 2-10 HBW NEW HOME WARRANTY PROGRAM OR ANY OTHER DISPUTES AMONG YOU, YOUR BUILDER/SELLER, THE WARRANTY ADMINISTRATOR AND/OR THE WARRANTY INSURER ARE CONTAINED IN SECTION VI.F.

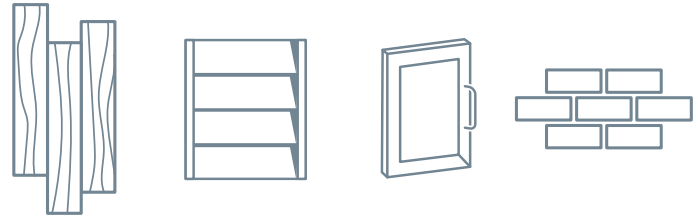
IMPORTANT PROVISIONS CONCERNING YOUR LEGAL RIGHTS AND REMEDIES ARE CONTAINED IN SECTION IX.

SECTION I. OVERVIEW OF YOUR WARRANTIES*



WORKMANSHIP WARRANTY

Quality is important, especially in your new home. Your workmanship warranty establishes the standards applicable to the fit, finish and materials used in the construction of your home. Commonly used across industries, fit refers to how well the parts of the finished product come together and finish refers to the completeness of work. For more information about your workmanship warranty, please review *Section II*.



Overview of items covered:

Roof covering, cabinets, countertops, door panels, exterior siding, hardwood floors, ceramic tile, drywall, interior trim, carpet, paint and fireplace



DISTRIBUTION SYSTEMS WARRANTY

You will rarely see behind the walls of your new home, but essential functions such as electrical, plumbing and mechanical systems are working behind the walls. Your distribution systems warranty establishes the standards for your home's electrical, plumbing and mechanical systems. The wiring, piping and ductwork of your new home are addressed under this warranty. For more information about your distribution systems warranty, please review *Section III*.



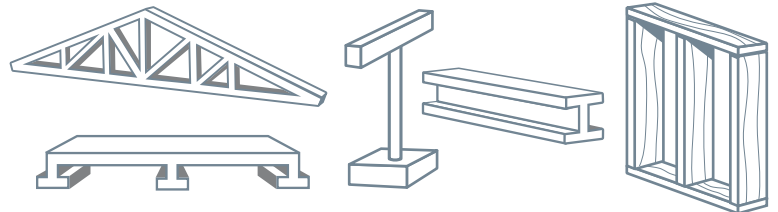
Overview of items covered:

Supply piping, waste piping, ductwork and electrical wiring



STRUCTURAL WARRANTY

While your home was carefully constructed and inspected, occasionally unforeseen problems arise, even in the best-built homes. Your structural warranty addresses the **major structural components** of your home. For more information about your structural warranty, please review *Section IV*.



Items covered:

Roof framing systems, load-bearing walls and partitions, beams, columns, footings and foundation systems, floor framing systems, girders, lintels and masonry arches



SOIL MOVEMENT

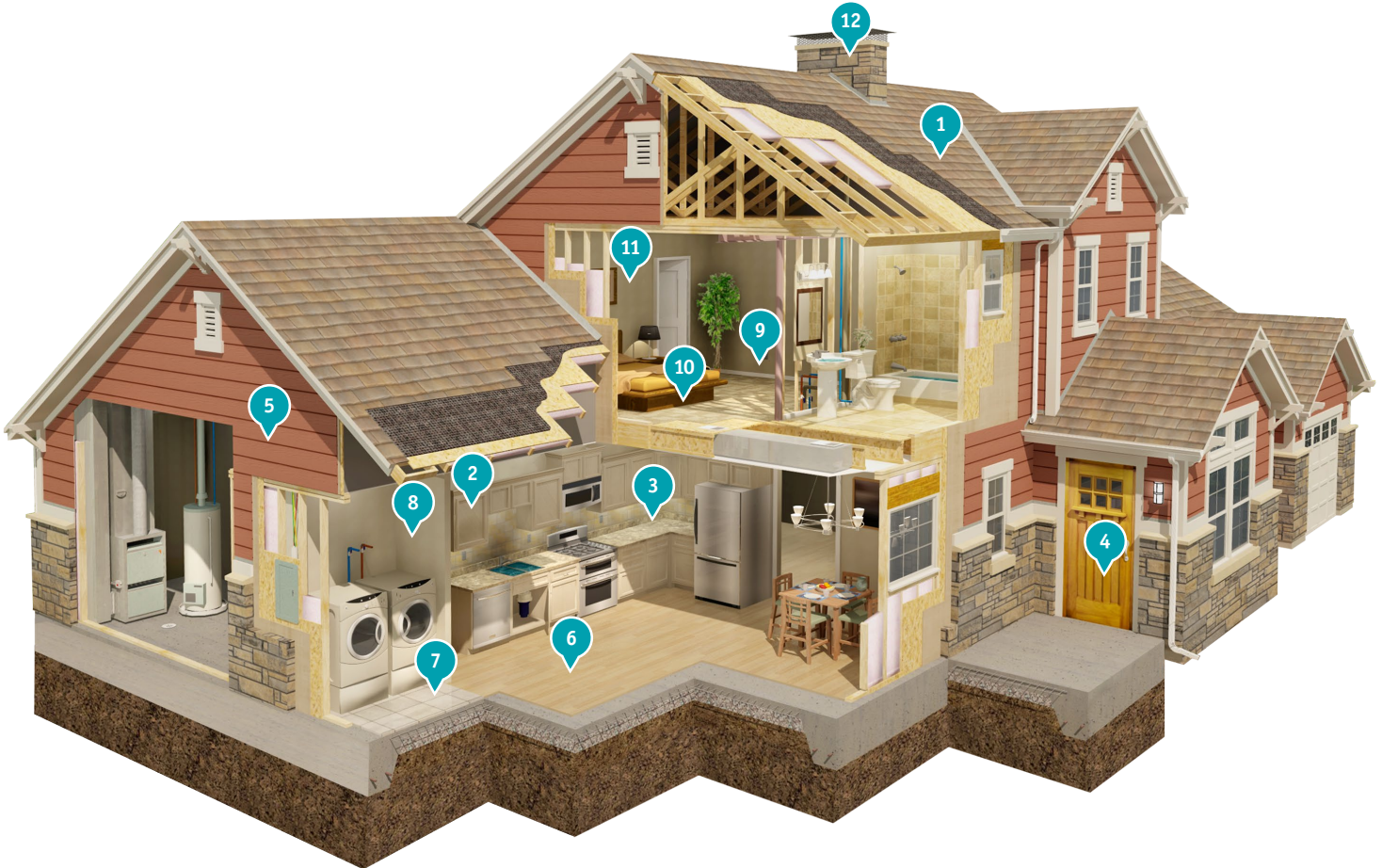
Your structural warranty addresses **structural defects** including those caused by certain types of **soil movement**. A **structural defect** is the failure of **major structural components** to meet the **Construction Performance Standards**.

*Images shown for illustration purposes only

SECTION II. YOUR WORKMANSHIP WARRANTY



Your workmanship warranty addresses the fit, finish and materials used in the construction of your home and provides protection against **defects** throughout the **warranty term**. An overview of the items covered by your workmanship warranty is illustrated below. For additional information about your workmanship warranty, please review *Section VIII – Construction Performance Standards*.



REPORTING A WORKMANSHIP DEFECT

To report a claim for items covered under your workmanship warranty, contact your **builder/seller** who will investigate and remedy all covered **defects** pursuant to the **Construction Performance Standards**.

You must provide notice to your **builder/seller** no later than 15 days after expiration of the workmanship **warranty term**. If your **builder/seller** fails to remedy reported **defects** within a **reasonable time**, or before the **warranty term** expires, email warrantyadministration@2-10.com or call the **warranty administrator** at 855.429.2109 no later than 15 days after the expiration of the workmanship **warranty term**.

YOU WAIVE YOUR RIGHT TO COVERAGE UNDER THE WORKMANSHIP WARRANTY IF DEFECTS ARE NOT REPORTED WITHIN THE TIME LIMITATIONS AS SET FORTH ABOVE.

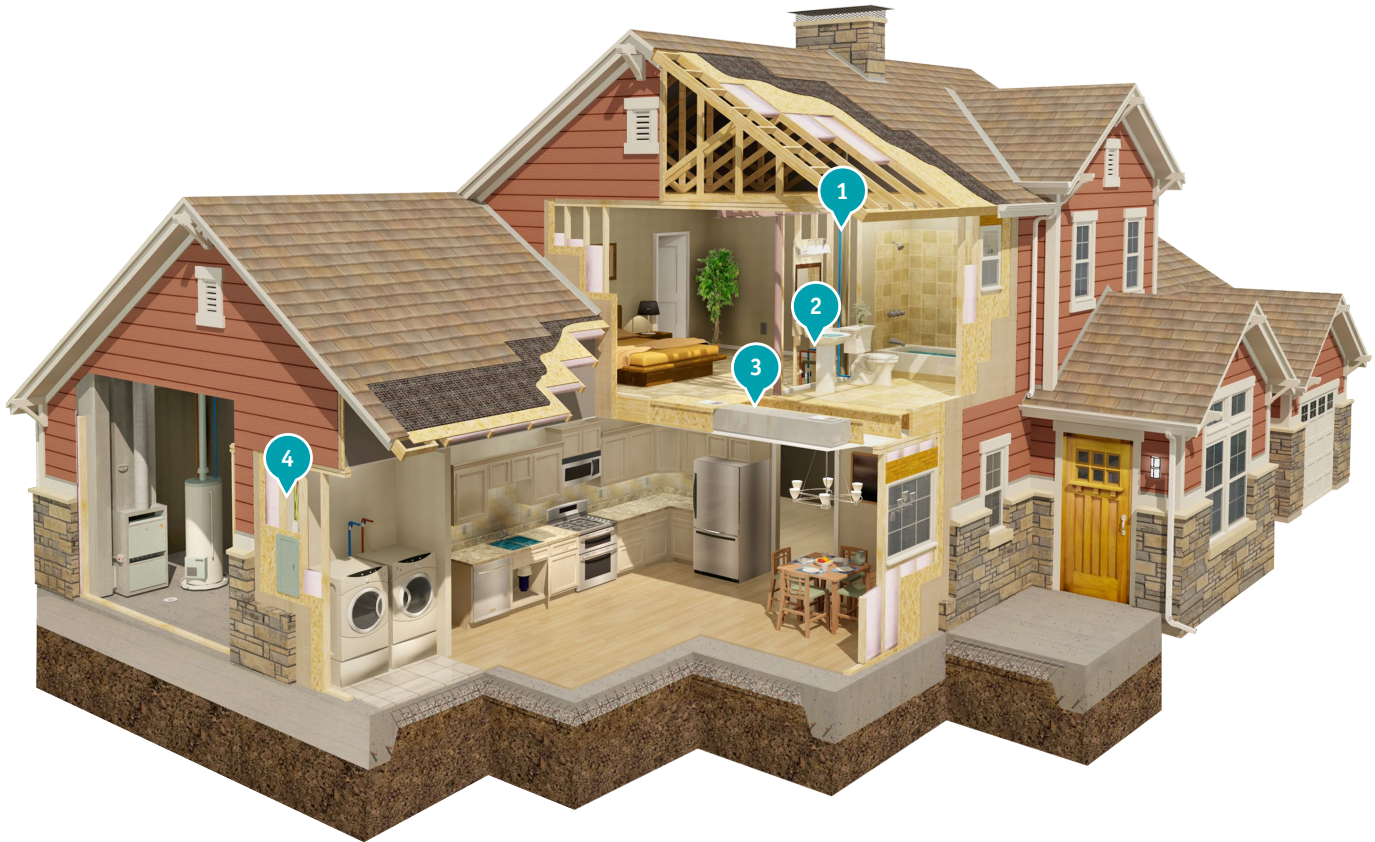
OVERVIEW OF ITEMS COVERED

- | | |
|--------------------|------------------|
| 1. Roof covering | 7. Ceramic tile |
| 2. Cabinets | 8. Drywall |
| 3. Countertops | 9. Interior trim |
| 4. Door panels | 10. Carpet |
| 5. Exterior siding | 11. Paint |
| 6. Hardwood floors | 12. Fireplace |

SECTION III. YOUR DISTRIBUTION SYSTEMS WARRANTY



Your distribution systems warranty provides protection against **defects** to the means by which electrical, plumbing and mechanical functions are delivered throughout your home during the **warranty term**. An overview of the items covered by your distribution systems warranty is illustrated below. For additional information about your distribution systems warranty, please review *Section VIII – Construction Performance Standards*.



REPORTING A DISTRIBUTION SYSTEMS DEFECT

To report a claim for items covered under your distribution systems warranty, contact your **builder/seller** who will investigate and remedy all covered **defects** pursuant to the **Construction Performance Standards**.

You must provide notice to your **builder/seller** no later than 15 days after expiration of the distribution systems **warranty term**. If your **builder/seller** fails to remedy reported **defects** within a **reasonable time**, or before the **warranty term** expires, email warrantyadministration@2-10.com or call the **warranty administrator** at 855.429.2109 no later than 15 days after the expiration of the distribution systems **warranty term**.

YOU WAIVE YOUR RIGHT TO COVERAGE UNDER THE DISTRIBUTION SYSTEMS WARRANTY IF DEFECTS ARE NOT REPORTED WITHIN THE TIME LIMITATIONS AS SET FORTH ABOVE.

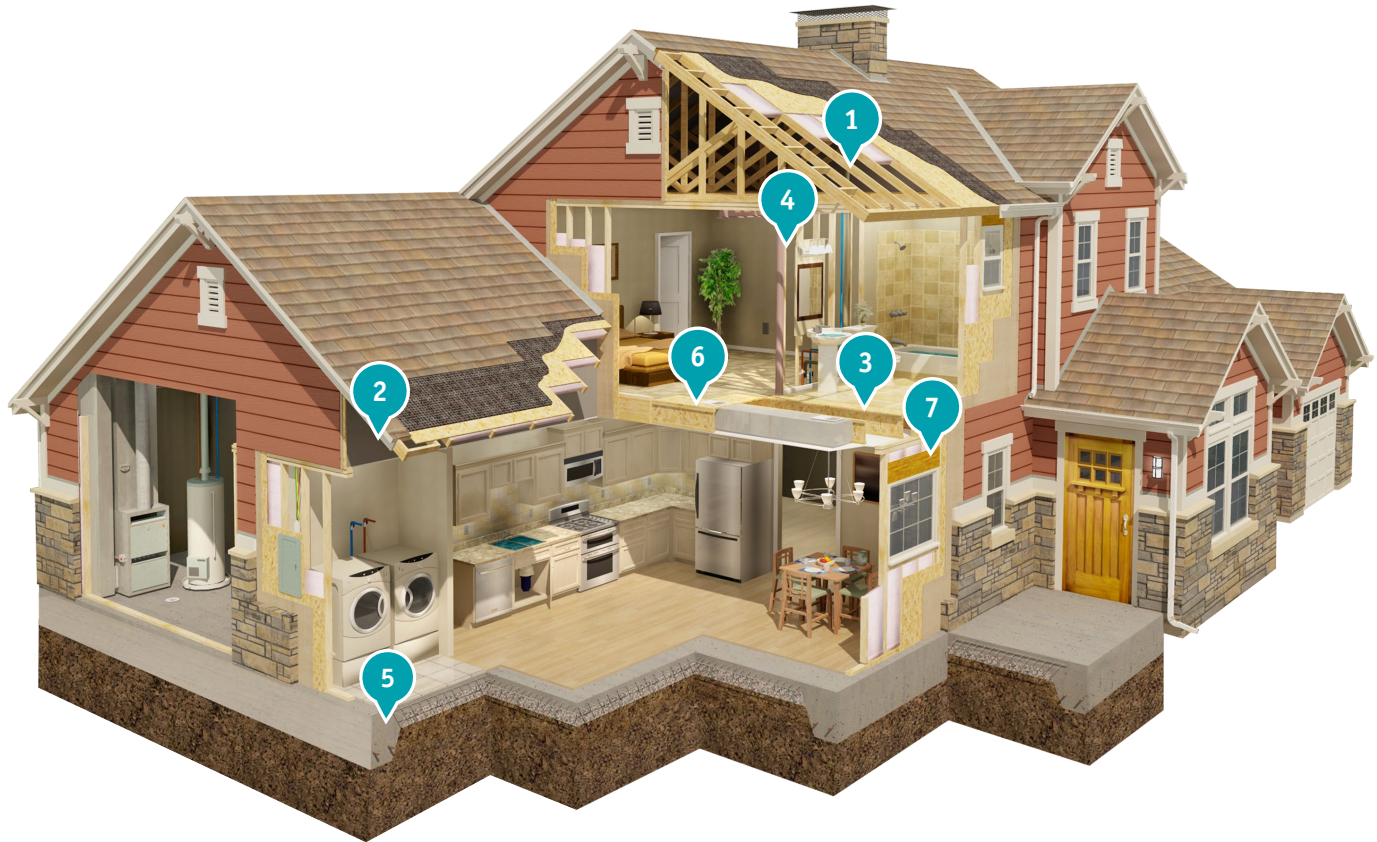
OVERVIEW OF ITEMS COVERED

1. Supply piping
2. Waste piping
3. Ductwork
4. Electrical wiring

SECTION IV. YOUR STRUCTURAL WARRANTY



Your structural warranty provides protection during the **warranty term** against **structural defects** to the **major structural components** of your home. The **major structural components** that are covered under this warranty are limited to the items illustrated below. Damage to the **non-major structural components** of your home is not a **structural defect**. A non-exclusive list of **non-major structural components** that are not covered under this warranty is listed in this *Section IV*.



EXAMPLES OF NON-MAJOR STRUCTURAL COMPONENTS

- Roof shingles, roof tiles, sheathing and underlayment
- Non-load-bearing walls, drywall and plaster
- Flooring and underlayment material
- Any type of exterior siding, stucco, brick and stone veneer, including but not limited to veneer attached to arches supported by internal framework
- Plumbing, electrical and mechanical systems
- Basement, garage and other interior floating ground-supported concrete slabs

MAJOR STRUCTURAL COMPONENTS

- | | |
|--------------------------------------|-----------------------------------|
| 1. Roof framing systems | 6. Floor framing systems |
| 2. Load-bearing walls and partitions | 7. Headers |
| 3. Beams | 8. Girders (Not pictured) |
| 4. Columns | 9. Lintels (Not pictured) |
| 5. Footings and foundation systems | 10. Masonry arches (Not pictured) |

Your structural warranty is for catastrophic failure of the **major structural components**. Your structural warranty addresses **structural defects** caused by **soil movement** to the extent not otherwise excluded in this booklet. Failure of **major structural components** to meet the **Construction Performance Standards** is defined in *Section VIII*.

SPECIFIC EXCLUSIONS THAT APPLY TO YOUR STRUCTURAL WARRANTY

In addition to the exclusions found in *Section VI.E*, your structural warranty does not cover loss or damage to:

1. Boundary walls, retaining walls or bulkheads, except to the extent such structures are necessary for the structural stability of the home.
2. Driveways, decks or porches, detached carports, outbuildings, fences, exterior recreational facilities, such as tennis courts or swimming pools or any other appurtenant structure or attachment to your home.



REPORTING A STRUCTURAL DEFECT CLAIM

All **structural defects** must be reported to the **warranty administrator** as soon as possible, but no later than 30 days after the expiration of the **warranty term** for your structural warranty. To report a **structural defect**, email warrantyadministration@2-10.com or call the **warranty administrator** at 855.429.2109. In addition, you must submit a \$250 investigation fee (payable to the **warranty insurer**) to the **warranty administrator**. After you provide the **warranty administrator** with notice of your claims and the investigation fee, the **warranty administrator** will submit the claim to the **warranty insurer**. The investigation fee will be refunded to you if the **warranty insurer** determines you have a covered **structural defect**.

YOU WAIVE YOUR RIGHT TO COVERAGE UNDER THE STRUCTURAL WARRANTY IF STRUCTURAL DEFECTS ARE NOT REPORTED WITHIN THE TIME LIMITATIONS AS SET FORTH ABOVE.

SECTION V. YOUR RESPONSIBILITIES

As a condition precedent to the obligations of your **builder/seller** and/or the **warranty insurer** to address a **defect** or **structural defect**, you must perform all obligations required of you in this booklet, including but not limited to your obligations under this *Section V*. Your **builder/seller** and the **warranty insurer** are not responsible for any claims, losses or damages that arise from or relate to your failure to fulfill your obligations under this booklet.

A. ACCESS TO YOUR HOME

The **builder/seller**, **warranty insurer** and their respective agents will require access to your home in order to carry out their respective responsibilities under this booklet. You agree, upon receipt of advanced reasonable notice, to allow reasonable access to or within your home during normal business hours, to inspect, repair or conduct tests on your home as may be required to evaluate or repair a **defect** or **structural defect**. If emergency repairs are necessary and you cannot be reached within a **reasonable time** period, you waive such notice. If you do not provide access to your home during normal business hours, you hereby waive any obligations of the **builder/seller** and **warranty insurer** to make repairs, replace or pay for any **defect** or **structural defect** under this warranty.

Additionally, the **builder/seller**, **warranty insurer** and their respective agents shall have the right, in advance of any arbitration concerning your home, to re-inspect your home if the request for arbitration is made more than 60 days after the last claim decision concerning the claim that is the subject of the arbitration.

B. SUCCESSIVE OWNERS OF YOUR HOME

Your obligations and benefits provided in this booklet stay with your home and may be transferred to each subsequent owner of your home for the remainder of the applicable **warranty term**, if any. This means all of your rights and obligations under this booklet, up to the remaining amount of the **warranty limit**, if any, will transfer to a purchaser of your home, or any person who otherwise obtains title to your home, including any mortgagee in possession.

When you transfer your home, you agree to give copies of this booklet and the **Certificate of Warranty Coverage** to the acquirer of your home before the transfer of your home is completed, such that the new owner has a reasonable opportunity to understand the rights and obligations under this booklet. Each successive owner of the home is bound by all of the terms and conditions of this booklet, including but not limited to, the binding arbitration required by this warranty.

If you are a successive owner of the home, you will benefit from the express limited warranties set forth in this booklet, but in return, you are bound by all of the terms, conditions and exclusions in this booklet, including but not limited to, the procedures that must be followed to make a claim and the obligation to participate in arbitration set out in this warranty. To register the warranty in your name, please complete and mail the *Successive Homeowner Registration and Arbitration Acceptance Form* found in the back of this booklet to the **warranty administrator**.

C. EMERGENCY REPAIRS

For the purposes of this booklet, an emergency exists when there is a substantial risk of serious physical damage to the home or a substantial risk of bodily injury to its occupants if a **defect** or **structural defect** is not immediately repaired. If you have an emergency involving a **defect** or a **structural defect**, you must make reasonable efforts to contact your **builder/seller** or **warranty administrator** immediately for authorization to make emergency repairs. If you are unable to contact these parties, you must only take the reasonable and necessary steps to mitigate the emergency until authorization for more extensive repairs has been approved by your **builder/seller** or **warranty administrator**. Reasonable and necessary action may include temporary shoring, bracing or covering with protective material. After taking reasonable and necessary steps to mitigate the risk, report the emergency to your **builder/seller** and **warranty administrator** on the next business day.

D. SUBROGATION RIGHTS AND RELEASE OF LEGAL OBLIGATION FOLLOWING REPAIR

After the repair, replacement or payment for the repair of any **defect** or **structural defect**, you must provide a full and unconditional written release of the **builder/seller**, **warranty administrator**, **warranty insurer** and related parties, in recordable form, of all legal obligations with respect to the **defect** or **structural defect** and conditions arising from such **defect** or **structural defect**. Your **builder/seller** or **warranty insurer** shall have all subrogation rights to the extent of the costs related to any repair, replacement or payment under this booklet, to any rights you may have against any other person, with respect to the **defect** or **structural defect**, except there shall be no subrogation to or assignment of any rights that you may have against the **warranty insurer** and/or **warranty administrator**. You agree to perform any acts and execute any applicable documents that may be necessary for the **builder/seller**, **warranty administrator**, **warranty insurer** and/or related parties to secure and effectively enforce these rights of subrogation. You agree to refrain from taking any action that may prejudice these rights.

SECTION VI. IMPORTANT TERMS AND CONDITIONS THAT APPLY TO YOUR WARRANTY

A. THE LIMITS OF YOUR WARRANTY

Your **warranty limit** is the combined total aggregate financial obligation and liability of the **builder/seller** and **warranty insurer** for all claims, warranties and liability arising out of or otherwise relating to this booklet, including but not limited to liability related to **defects** and **structural defects**. All costs incurred by your **builder/seller** and/or the **warranty insurer** to repair or replace any **defect** or **structural defect** will be deducted from your **warranty limit**.

Coverage under this express limited warranty shall be excess of any other valid and collectible insurance available to you or your **builder/seller**, whether primary, pro-rata or excess.

B. THE RIGHT TO REPAIR, REPLACE OR PAY FOR DEFECTS AND/OR STRUCTURAL DEFECTS

The **builder/seller** (or if the **builder/seller** is unable or unwilling, then the **warranty insurer**) shall have the right to repair, replace or pay you the reasonable cost of repair of any **defect**. The **warranty insurer** shall have the right to repair, replace or pay you the reasonable cost of repair of any **major structural component**. The design, method and manner of such repair, and the option to repair, replace or pay, shall be within the sole and absolute discretion of: (a) the **builder/seller** in respect of a **defect** (or if the **builder/seller** is unable or unwilling to address a **defect**, then the **warranty insurer**), or (b) **warranty insurer** in respect of a **major structural component**. No repair shall extend any **warranty term**, including without limitation, the **warranty term** applicable to the **defect** or **structural defect** that was the subject of the repair.

Repairs of a **major structural component** are intended to restore the home to approximately the condition just prior to the **structural defect**, but not necessarily to a like-new condition. The repair of a **structural defect** is limited to:

1. The repair of damage to **major structural components** of the home to the extent necessary to restore their load-bearing ability.
2. The repair of non-load bearing portions, items or systems of the home to the extent such items were damaged by the **structural defect** (such as the repair of inoperable windows and doors and the restoration of functionality of damaged electrical, plumbing, heating, cooling and ventilating systems).
3. The repair and cosmetic correction of only those surfaces, finishes and coverings that are original with the home and were (a) damaged by the **structural defect**, or (b) displaced or damaged in connection with repairs related to the **major structural component**.

C. HOMES WITH ORIGINAL FHA/VA FINANCING

If you are the original owner of your home and you still have the original FHA or VA financing you used to purchase your home, then the provisions of this booklet are hereby amended as follows:

1. Roof sheathing is a **major structural component** under your structural warranty.
2. If the **warranty insurer** makes a cash payment to you, then the **warranty insurer** will make such payment jointly to you and your mortgagee. You must provide the name and address of your mortgagee, the FHA or VA case number and the loan number when you file a claim with respect to a home with an FHA/VA financed mortgage.
3. Termite damage shall be covered for 1 year from the **effective date of warranty**.
4. The **effective date of warranty** is the date of closing of the original FHA or VA financing used to purchase your home.

D. MULTI-FAMILY BUILDINGS

If your home is located in a **multi-family building**, then these additional provisions apply:

1. The **common elements** of your **multi-family building** will be free from: (a) **defects** in workmanship during the **common elements warranty term** for workmanship; (b) **defects** in the electrical, plumbing and mechanical distribution systems during the **common elements warranty term** for distribution systems; and (c) **structural defects** in **major structural components** during the **common elements warranty term** for **structural defects**. Each **warranty term** applicable to the **common elements** begins on the **common element effective date of warranty**. As such, the **warranty term** applicable to **defects** or **structural defects** concerning **common elements** may expire before the **warranty term** applicable to **defects** or **structural defects** concerning your home.
2. Claims for **defects** or **structural defects** concerning **common elements** must be filed by the association governing the **multi-family building** containing your home. To file a claim, send an email to warrantyadministration@2-10.com or call the **warranty administrator** at 855.429.2109. Under the structural warranty, the maximum claim investigation fee is \$250 per unit in the building or \$5,000 per building, whichever is less. If the **structural defect** claim is accepted by the **warranty insurer**, the claim investigation fee will be refunded.
3. You agree, upon reasonable notice from the **builder/seller**, **warranty insurer** or **warranty administrator**, to allow reasonable access to or within your home during normal business hours so repairs can be made to any adjacent space, residence or **common element**. If emergency repairs are necessary and you cannot be reached within a **reasonable time period**, you waive such notice.
4. The aggregate **warranty limit** for all **common elements** in a **multi-family building** is equal to the aggregate remaining **warranty limit** for all dwellings in the **multi-family building** that have a valid **Certificate of Warranty Coverage** with an unexpired **warranty term**. In the event that one or more dwellings in the **multi-family building** do not have a **Certificate of Warranty Coverage** or do not have a **Certificate of Warranty Coverage** with an unexpired **warranty term**, then the aggregate **warranty limit** for all **common elements** shall be reduced pro-rata, based upon the ratio of the aggregate original sale price of all dwellings having a **Certificate of Warranty Coverage** with an unexpired **warranty term**, divided by the total original sales price of all dwellings in the **multi-family building**. All costs incurred by the **builder/seller** and/or the **warranty insurer** to repair or replace any **defect** or **structural defect** concerning a **common element** will be deducted on a pro-rata basis from the remaining **warranty limit** for each dwelling in the **multi-family building** with **Certificate of Warranty Coverage** with an unexpired **warranty term**, based upon the proportion of the original sales price of each such dwelling, divided by the total aggregate original sales price of all such dwellings.
5. If your home is in a **multi-family building** served by a **detached structure**, and if all dwellings within each **multi-family building** served by that **detached structure** was issued a **Certificate of Warranty Coverage**, then your **builder/seller** agrees that each such **detached structure** will be free

from: (a) **defects** in workmanship during **warranty term** for workmanship; (b) **defects** in the electrical, plumbing and mechanical distribution systems during **warranty term** for distribution systems; and (c) **structural defects** in **major structural components** during the **warranty term** for **structural defects**. The aggregate **warranty limit** for each **detached structure** is equal to the aggregate remaining **warranty limit** for all dwellings that have a valid **Certificate of Warranty Coverage** with an unexpired **warranty term** in each **multi-family building** served by the **detached structure**, divided by the total number of **detached structures** serving each **multi-family building**. The **effective date of warranty** for a **detached structure** is the earliest of the date the **detached structure** was first put into use or the date that the certificate of occupancy was issued. All costs incurred by the **builder/seller** and/or the **warranty insurer** to repair or replace any **defect** or **structural defect** concerning a **detached structure** will be deducted on a pro-rata basis from the remaining **warranty limit** for each dwelling with **Certificate of Warranty Coverage** with an unexpired **warranty term** in the **multi-family buildings** served by the **detached structure**, based upon the proportion of the original sales price of each such dwelling, divided by the total aggregate original sales price of all such dwellings.

E. EXCLUSIONS

Your **builder/seller** and the **warranty insurer** shall have no liability, obligation or responsibility relating to, arising from or in any way concerning any of the following items, each of which are specifically excluded under this booklet:

1. Any damage, loss or costs incurred by you in connection with any of the following:
 - a. A **defect** or **structural defect** that first occurs outside of the applicable **warranty term**, including but not limited to “walk-through” or “punch list” items that were identified prior to the **effective date of warranty**.
 - b. Any condition that has not resulted in observable or measurable physical damage to your home.
 - c. The diminished market value of your home resulting from a **defect**, **structural defect** or the repair of a **defect** or **structural defect**.
 - d. Shelter, transportation, food, moving, storage or any other costs due to loss of use, inconvenience or annoyance arising from any **defect**, **structural defect** or the repair of a **defect** or **structural defect**.
 - e. Land, personal property, additions or alterations to your home not included with the original sale of the home to you by the **builder/seller**, or any real or personal property that you do not own.
 - f. Removal, repair or replacement of landscaping, including but not limited to grass, sod, shrubs, trees or lawn irrigation systems.
 - g. Removal, repair or replacement of an improvement, fixture or property not constructed or provided to you by the **builder/seller** that is required to complete the repair of a **defect** or **structural defect**.

- h. Except for legitimate emergency repairs, any repair of a **defect** that was not expressly authorized in writing by the **builder/seller** (or if the **builder/seller** is unable or unwilling to repair a **defect** any repair of a **defect** that was not expressly authorized in writing by the **warranty insurer**), or any repair of a **structural defect** that was not expressly authorized in writing by the **warranty insurer**.
 - i. Bodily injury or personal injury of any kind, including but not limited to physical or mental pain and suffering and emotional distress and any medical or hospital expenses.
 - j. Attorney fees, cost of investigations, witness fees, testimony or any other related costs or expenses you incur as a result of a **defect**, **structural defect** or the repair of a **defect** or **structural defect**.
2. Any damage, loss or cost that is caused or made worse by any of the following causes (whether acting alone or in sequence or concurrence with any other cause whatsoever):
- a. Your failure to give any notice required in this booklet.
 - b. Your failure to minimize or mitigate any defect, condition, loss or damage.
 - c. Improper maintenance, abuse or use of your home for non-residential purposes.
 - d. Any failure of your **builder/seller** to: (i) complete the construction of your home; (ii) construct your home in a manner that is compliant with the plans and specifications for your home; or (iii) comply with all local or national building codes, ordinances or standards applicable to the construction of your home.
 - e. Negligence, defective material or work supplied by anyone other than your **builder/seller** or its employees, agents or subcontractors.
 - f. Change of the grading of the ground around or near your home when such change does not comply with the accepted grading practices in your area, or the failure to maintain the original grade around your home.
 - g. Any peril or occurrence for which compensation is available to you from any local, state or federal governing body or public fund.
 - h. Earth or **soil movement** caused by earthquake, volcanic eruption, sinkhole, mineshaft, avalanche, landslide, mudflow or other geological phenomena involving subsurface slope instability.
 - i. Buried debris, underground spring or any other subsurface anomaly in a building site you provided.
 - j. Changes in the level of the underground water table below or near your home due to aquifer depletion on a region-wide basis.
 - k. Continuous, prolonged or repeated contact with water, moisture or other liquids resulting in mold, mildew, fungi, rot, decay, corrosion or other gradual deterioration, delamination, adhesive or cohesive failure, weakening or deformation of wood products or any other material.
 - l. Discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal pollutant, irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste, including any claim of health risk or inhabitability based on any of the foregoing.
 - m. War, terrorism, riot or civil commotion, vandalism or governmental action such as the destruction, confiscation or seizure of covered property by any governmental or public authority.
 - n. A weather event, such as a hurricane, tornado, windstorm, rainstorm, tidal wave, flood, hail, snow, ice storm or lightning.
 - o. Birds, vermin, rodents, animals, pets, plants or insects, including but not limited to termites.
 - p. Fire, smoke, explosion or blasting.
 - q. Falling trees or other falling or moving objects, including but not limited to aircraft or vehicles.
 - r. Flooding caused by sudden water escape from pipes, vessels or fixtures.
3. Appliances and manufactured items, including but not limited to, heating, ventilation and mechanical equipment (except to the extent specifically addressed in the **Construction Performance Standards**) or any other item covered by a manufacturer's warranty, and a deficiency in any distribution system caused by the failure of any such appliance or manufactured item. Your **builder/seller** hereby assigns to you any rights of the **builder/seller** under the manufacturer's warranties provided to the **builder/seller** (if any), with respect to any of the appliances and items of equipment included in your home.
4. Any and all green building requirements, standards, certifications or otherwise are controlled by those written standards applicable to and agreed upon between the **builder/seller** and the initial homeowner(s), if any, after which there is no warranty or guarantee related to or concerning any such green building requirements, standards, certifications or otherwise to any subsequent owner of the property and/or improvements.
5. This express limited warranty does not apply to **defects** in homes that have been subject to foreclosure under Texas law.

F. DISPUTE RESOLUTION WITH BINDING ARBITRATION AND CLASS ACTION WAIVER

You, the **builder/seller**, the **warranty insurer** and the **warranty administrator** (each an "Arbitration Party" and collectively the "Arbitration Parties") each hereby agree that every claim, complaint, controversy or dispute among two or more Arbitration Parties that arises out of, relates to or otherwise concerns this booklet or the home (a "Dispute") shall exclusively be resolved by binding arbitration and not by a judge or jury. Each arbitration shall be conducted by DeMars & Associates, Ltd. ("DeMars") or Construction Dispute Resolution Services, LLC ("CDRS"). The choice of DeMars or CDRS shall be made by the Arbitration Party who files the Dispute with DeMars or CDRS. In the event DeMars and CDRS are unavailable or unwilling to conduct the arbitration, then the Arbitration Parties agree that the **warranty administrator** shall select the arbitration service provider. The Arbitration Parties each agree to be bound by any and all rules published by the arbitration service provider conducting the arbitration that apply to the Dispute. If you are involved in the arbitration, then the arbitration hearing shall take place in your home, unless the arbitrator agrees to an alternative location. All administrative fees of the arbitration service conducting

the arbitration and the fees of the arbitrator shall be allocated to the Arbitration Parties as provided in the rules the arbitration service, subject to the discretion of the arbitrator to reallocate such fees in the interests of justice. If the rules of the arbitration service conducting the arbitration do not allocate such fees, then the administrative and initial filing fees of the arbitration service shall be paid by the Arbitration Party who files the Dispute, with any additional fees being allocated among the Arbitration Parties at the arbitrator's discretion.

The arbitration provision of this *Section VI.F* covers Disputes based upon contract, tort, consumer rights, fraud and other intentional torts, negligence, constitution, statute, regulation, ordinance, common law and equity. A demand for arbitration shall be made within a **reasonable time** after the Dispute has arisen, but in no event after the date when institution of legal or equitable proceedings would be barred by the applicable statute of limitations. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. The Arbitration Parties each agree that the provisions of this *Section VI.F* involves and concerns interstate commerce and that the interpretation of this *Section VI.F* shall be governed by the Federal Arbitration Act (9 U.S.C. § 1, et seq.), to the exclusion of any

different or inconsistent federal, state or local law, ordinance or judicial rule. The arbitration provision in this *Section VI.F* is self-executing. Any disputes concerning the interpretation or enforceability of this *Section VI.F*, including without limitation, its revocability or voidability for any cause, the scope of arbitral issues and any defense based upon waiver, estoppel or laches shall be decided solely by the arbitrator.

The prevailing party in any court action brought for the enforcement or interpretation of the arbitration provision of this *Section VI.F* shall be entitled to receive from the losing party a reasonable sum for its attorneys' fees and costs, in addition to any other relief to which it may be entitled.

You hereby agree that you will only bring a Dispute in your individual capacity, and not as a plaintiff or class member in any purported class, multiple plaintiff, collective, representative or similar proceeding (each a "Class Action"). You expressly agree to not maintain any Class Action in any forum. Instead you agree to have each and every Dispute decided individually through arbitration. Claims cannot be consolidated in arbitration unless the Arbitrating Parties agree in writing.

SECTION VII. WORDS WITH SPECIAL MEANING

"**ASCE Guidelines**" means the *Guidelines for the Evaluation and Repair of Residential Foundations, Version 2*, published by the Texas section of the American Society of Civil Engineers.

"**Builder/Seller**" means the home builder or seller listed on the **Certificate of Warranty Coverage**, and is the person or entity providing you with the express limited warranties described in this booklet. **Builder/Seller** is responsible for all obligations related to your workmanship warranty and distribution systems warranty.

"**Certificate of Warranty Coverage**" is the document issued by the **warranty administrator** confirming that your **builder/seller** took all steps required to enroll your home into the 2-10 HBW New Home Warranty Program and confirms your eligibility to receive the benefits of the express limited warranties described in this booklet during the applicable **warranty term**.

"**Code**" means the *International Residential Code*, or if the context requires, the *National Electric Code*.

"**Common element**" means all parts of a condominium or common interest building other than the interior of your home. **Common elements** may include fitness facilities, hallways, lobbies, stairways and shared electrical, plumbing and mechanical distribution systems.

"**Common element effective date of warranty**" means the earlier of the date a certificate of occupancy is issued for the **multi-family building** or the date a dwelling unit in the building was first occupied.

"**Commercial space**" means any unit within a **multi-family building** that is used primarily for a non-residential purpose.

"**Construction Performance Standards**" mean the performance

standard(s) set forth in *Section VIII*, which the home, element or component must satisfy.

"**Defect**" means a failure to meet the **Construction Performance Standards** for workmanship and distribution systems set forth in *Section VIII* of this booklet.

"**Detached structure**" is a building that is not attached to the **multi-family building**, such as club houses, daycare, fitness centers or parking structures, but is still owned in common by the **multi-family building** association or unit owners and is designated for common use by the owners of the dwellings within the **multi-family building**.

"**Effective date of warranty**" means the date the express limited warranties described in this booklet each goes into effect. The date will be the earliest of either (1) the closing date on which you obtained ownership of the home, or (2) the date anyone first began living in the home if before your closing date.

"**Electrical Standard**" means the standard for residential construction located in a municipality, a standard contained in the version of the *National Electric Code* (NEC) applicable to electrical aspects of residential construction in the municipality under Local Government Code §214.214 and that is effective on the date of commencement of construction of the home.

"**Excessive or Excessively**" means a quantity, amount or degree that exceeds that which is normal, usual or reasonable under the circumstance.

"**Extreme Weather Condition(s)**" means 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**.

“Major structural components” are load-bearing walls and partitions, footings and foundations systems, headers, beams, girders, lintels, masonry arches, columns, roof framing systems and floor framing systems.

“Home” means the dwelling unit and garage (if any) or the **commercial space** (if any) located at the address shown on the **Certificate of Warranty Coverage**.

“Multi-family building” is a building in a common interest community that may consist of dwelling units, shared parking spaces, **commercial space** and **common elements**.

“Original construction elevations” means actual elevations of the foundation taken before, on or about the **effective date of warranty** 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 shall be taken at a rate of at least one elevation per 100 square feet showing a reference point and shall be taken at a rate of at least one elevation per 10 linear feet along the perimeter of the foundation, subject to obstructions. Each elevation shall be taken on the surface of the foundation or on the surface of the floor covering on the foundation, if any. For elevations taken on floor coverings, the type of floor covering shall be recorded at each elevation location. If no such actual elevations are taken, then the foundation for the habitable areas of the home are presumed to be level +/- 3/4 inch over the entire area of the foundation.

“Reasonable time” is the amount that is fairly necessary to do whatever is required to be done, as soon as circumstances permit. Circumstances include, but are not limited to weather, material availability, nature of deficiency and **builder/seller’s** service policies.

“Soil movement” means subsidence or expansion of soil caused by shrinkage, swelling or consolidation.

“Structural defect” is defined as the failure of **major structural components** to meet the **Construction Performance Standards** defined in *Section VIII*.

“Warranty” or collectively **“Warranties”** means the express limited workmanship, distribution systems and structural warranties set forth in this booklet provided to you by the **builder/seller**.

“Warranty administrator” means Home Buyers Warranty Corporation. The **warranty administrator** is a subsidiary of 2-10 HBW, the creator and administrator of the 2-10 HBW New Home Warranty Program and is available to answer any questions you may have about the express limited warranties provided to you by your **builder/seller** under this booklet.

“Warranty insurer” is the third-party insurance provider for your warranty and is responsible for all obligations related to your structural warranty. The **warranty insurer** is also responsible for the

obligations related to your workmanship and distribution systems warranties, but only in the event that your **builder/seller** is unable or unwilling to perform these obligations.

“Warranty limit” is equal to the final sales price of the home, as identified on the *Application for Home Enrollment* on record with the **warranty administrator** when the final sales price includes land. If the land was provided by you, the **warranty limit** is equal to the final sales price of the home, multiplied by a factor of 1.25, provided the calculation was performed on the *Application for Home Enrollment*. The dollar amount of your **warranty limit** will be stated on your **Certificate of Warranty Coverage**.

“Warranty term” means the period of time during which the workmanship, distribution systems and structural warranties are effective. Each **warranty term** starts on the **effective date of warranty** or **common element effective date of warranty**. The duration of each **warranty term** for each of the workmanship, distribution systems and structural warranties is indicated on your **Certificate of Warranty Coverage**.

“You,” “your” and similar words means the person or persons who are the legal owners of the home covered by the express limited warranties described in this booklet.

SECTION VIII. CONSTRUCTION PERFORMANCE STANDARDS

A. WORKMANSHIP, DISTRIBUTION SYSTEMS AND STRUCTURAL WARRANTIES

The following **Construction Performance Standards** apply only to the workmanship, distribution systems and structural warranties and represent the standards of construction quality your home should meet. Items that fail to meet these **Construction Performance Standards** require corrective action by your **builder/seller** or the **warranty insurer**. Your **builder/seller** will make a good faith effort to match and replace with your original choice of colors and materials, except where you custom-ordered the items. Your **builder/seller** cannot be responsible for discontinued items, changes in dye lots, colors or patterns, items ordered outside of the original construction or normal wear and deterioration.

The **Construction Performance Standards** in this booklet are based on and accepted by the Texas Association of Builders.

B. MEASUREMENTS

To determine whether cracks, open joints, separations or gaps are within the **Construction Performance Standards**, you can use a steel rule or tape measure. The edges of U.S. coins can also be used for approximate measurements as follows:

Dime = approximately 1/32 inch

Quarter = approximately 1/16 inch

To measure bow, out of plumb and levelness, you can use either a 32 inch level or adapt the more common 48 inch carpenter's level.

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ITEMS COVERED UNDER THE WORKMANSHIP WARRANTY COVERAGE

1 FOUNDATIONS AND SLABS

1.A RAISED FLOOR FOUNDATIONS OR CRAWL SPACES.

1.A.1	<p>A crawl space shall be graded and drained properly to prevent surface runoff from accumulating deeper than 2 inches in areas 36 inches or larger in diameter. Exterior drainage around perimeter crawl space wall shall not allow water to accumulate within 10 feet of the foundation for more than 24 hours after a rain except in a sump that drains other areas.</p> <ul style="list-style-type: none"> a. If the crawl space is not graded or does not drain in accordance with the Construction Performance Standard stated in paragraph 1 of this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. You shall not modify improperly the existing grade or allow water from an irrigation system to cause water to accumulate excessively under the foundation. You shall not allow landscape plantings to interfere with proper drainage away from the foundation. You shall not use the crawl space for storage of any kind.
1.A.2	<p>Water shall not enter through the basement or crawl space wall or seep through the basement floor.</p> <ul style="list-style-type: none"> a. If water enters the basement or crawl space wall or seeps through the basement floor, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in paragraph 2 of this subsection. b. You shall not modify improperly the existing grade or allow water from an irrigation system to cause water to accumulate excessively near the foundation. You shall not allow landscape plantings to interfere with proper drainage away from the foundation.

1.B CONCRETE SLAB FOUNDATIONS, EXCLUDING FINISHED CONCRETE FLOORS.

1.B.1	<p>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 stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within that standard.</p>
1.B.2	<p>Concrete slabs shall not have protruding objects, such as a nail, rebar or wire mesh. If a concrete slab has a protruding object, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this paragraph.</p>
1.B.3	<p>A separation in an expansion joint in a concrete slab shall not equal or exceed 1/4 of an inch vertically or 1 inch horizontally from an adjoining section. If an expansion joint in a concrete slab fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>

1.C EXTERIOR CONCRETE INCLUDING PATIOS, STEM WALLS, DRIVEWAYS, STAIRS OR WALKWAYS.

1.C.1	<p>Concrete corners or edges shall not be damaged excessively due to construction activities. If a concrete corner or edge is damaged excessively, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this paragraph.</p>
1.C.2	<p>A crack in exterior concrete shall not cause vertical displacement equal to or in excess of 1/4 of an inch or horizontal separation equal to or in excess of 1/4 of an inch.</p> <ul style="list-style-type: none"> a. If an exterior concrete slab is cracked, separated or displaced beyond the standard of performance stated in paragraph 2 of this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. You shall not over water surrounding soil or allow the surrounding soil to become excessively dry. You shall not allow heavy equipment to be placed on the concrete.
1.C.3	<p>The finish on exterior concrete shall not be excessively smooth, so that the surface becomes slippery.</p> <ul style="list-style-type: none"> a. If the finish on exterior concrete is excessively smooth so that the surface becomes slippery, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in paragraph 3 of this subsection. b. A concrete surface that has been designed to be smooth is excluded from this Construction Performance Standard.
1.C.4	<p>Exterior concrete shall not contain a protruding object, such as a nail, rebar or wire mesh. If an exterior concrete surface has a protruding object, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this paragraph.</p>



ITEMS COVERED UNDER THE WORKMANSHIP WARRANTY COVERAGE

EXTERIOR CONCRETE INCLUDING PATIOS, STEM WALLS, DRIVEWAYS, STAIRS OR WALKWAYS CONTINUED

1.C.5	A separation in an expansion joint in a concrete slab shall not equal or exceed 1/2 of an inch vertically or 1 inch horizontally from an adjoining section. If an expansion joint in a concrete slab fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
1.C.6	A separation in a control joint shall not equal or exceed 1/4 of an inch vertically or 1/2 of an inch horizontally from an adjoining section. If a control joint fails to perform in accordance with the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
1.C.7	Concrete stair steepness and dimensions, such as tread width, riser height, landing size and stairway width shall comply with the code . If the steepness and dimensions of concrete stairs do not comply with the code , the builder/seller shall take such action as is necessary to bring the variance within the standard for code compliance.
1.C.8	Handrails shall remain securely attached to concrete stairs. If handrails are not firmly attached to the concrete stairs, the builder/seller shall take such steps necessary as to attach the rails securely.
1.C.9	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 1 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/seller shall take such action as is necessary to bring the variance within the standard stated in this paragraph.
1.C.10	A driveway will not have a negative slope unless due to site conditions. If a driveway has a negative slope due to site conditions, it shall have swales or drains properly installed to prevent water from entering into the garage. If a driveway has a negative slope that allows water to enter the garage in normal weather conditions, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this paragraph.
1.C.11	Concrete floor slabs in detached garages, carports or porte cocheres shall not have excessive pits, depressions, deterioration or unevenness. Separations or cracks in these slabs shall not equal or exceed 3/16 of an inch in width, except at expansion joints, or 1/8 of an inch in vertical displacement. If a concrete floor slab in a detached garage, carport or porte cochere does not meet the standards stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
1.C.12	Plaster over concrete shall not flake off more than 1 square foot in one spot within 36 square-inches or more than 3 feet over the entire surface of the home.

2 FRAMING

2.A WALLS.

2.A.1	Walls shall not bow or have depressions that equal or exceed 1/4 of an inch out of line within any 32 inch horizontal measurement as measured from the center of the bow or depression or 1/2 of an inch within any 8 foot vertical measurement. If a wall does not meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
2.A.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 stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
2.A.3	A crack in a beam or a post shall not equal or exceed 1/2 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 stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
2.A.4	A non-structural post or beam shall not have a warp or twist equal or exceeding 1 inch in 8 feet of length. Warping or twisting shall not damage beam pocket. If a nonstructural post or beam fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
2.A.5	Exterior sheathing shall not delaminate or swell. <ol style="list-style-type: none"> a. If exterior sheathing delaminates or swells, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in paragraph 5 of this subsection. b. You shall not make penetrations in the exterior finish of a wall that allow moisture to come in contact with the exterior sheathing.



ITEMS COVERED UNDER THE WORKMANSHIP WARRANTY COVERAGE

WALLS CONTINUED

<p>2.A.6</p>	<p>An exterior moisture barrier shall not allow an accumulation of moisture inside the barrier.</p> <ul style="list-style-type: none"> a. If an exterior moisture barrier allows an accumulation of moisture inside the barrier, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in paragraph 6 of this subsection. b. You shall not make penetrations through the exterior moisture barrier that permit the introduction of moisture inside the barrier.
<p>2.B CEILINGS.</p>	
<p>2.B.1</p>	<p>A ceiling shall not bow or have depressions that equal or exceed 1/2 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 stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>
<p>2.C SUBFLOORS.</p>	
<p>2.C.1</p>	<p>Under normal residential use, the floor shall not make excessive squeaking or popping sounds. If the floor makes excessive squeaking and popping sounds under normal residential use, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this paragraph.</p>
<p>2.C.2</p>	<p>Subfloors 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. Exposed structural flooring, where the structural flooring is used as the finished flooring, is excluded from the standard stated in this paragraph. If a subfloor delaminates or swells to the extent that it affects the flooring covering as stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>
<p>2.C.3</p>	<p>Subflooring 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 subflooring fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>
<p>2.D STAIRS.</p>	
<p>2.D.1</p>	<p>Stair steepness and dimensions such as tread width, riser height, landing size and stairway width, shall comply with the code. If stair steepness and dimensions do not comply with the code, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this paragraph.</p>
<p>2.D.2</p>	<p>Under normal residential use, stairs shall not make excessive squeaking or popping sounds. If stairs make excessive squeaking and popping sounds under normal residential use, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this paragraph.</p>
<p>3</p>	<p>DRYWALL</p>
<p>3.1</p>	<p>A drywall surface shall not have a bow or depression that equals or exceeds 1/4 of an inch out of line within any 32 inch horizontal measurement as measured from the center of the bow or depression or 1/2 of an inch within any 8 foot vertical measurement. If a drywall surface fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>
<p>3.2</p>	<p>A ceiling made of drywall shall not have bows or depressions that equal or exceed 1/2 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 1/2 of an inch deviation from the plane of the ceiling within any 8 foot measurement. If a drywall ceiling fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>
<p>3.3</p>	<p>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 in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>



ITEMS COVERED UNDER THE WORKMANSHIP WARRANTY COVERAGE

DRYWALL CONTINUED

3.4	Crowning at a drywall joint shall not equal or exceed 1/4 of an inch within a 12 inch measurement centered over the drywall joint. If crowning at a drywall joint exceeds the standards stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. Crowning occurs when a drywall joint is higher than the plane of the drywall board on each side.
3.5	A drywall surface shall not have surface imperfections such as blisters, cracked corner beads, seam lines, excess joint compound or trowel marks that are visible from a distance of 6 feet or more in normal light. If a drywall surface fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
3.6	<p>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.</p> <p>a. If a drywall surface fails to meet the standard stated in subsection 6 of this section, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p> <p>b. This standard shall not apply to remodeling projects where existing conditions do not permit the builder/seller to achieve the Construction Performance Standard. At or about the time of discovery of such a pre-existing condition, a remodeler shall notify you, in writing, of any existing condition that prevents achievement of the standard.</p>
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, the builder/seller shall take such action as is necessary to bring the variance within the standard.

4 INSULATION

4.1	Insulation shall be installed in the walls, ceilings and floors of a home in accordance with the building plan and specifications and the code . If the insulation in walls, ceilings or floors is not in accordance with the building plans and specifications and the code , the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this subsection.
4.2	Blown insulation in the attic shall not displace or settle so that it reduces the R-value below manufacturer's specifications, the building plans and the code . If the blown insulation in the attic reduces, settles or is displaced to the extent that the R-value is below the manufacturer's specifications, the building plans and code , the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this subsection.
4.3	A gap equal to or in excess of 1/4 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 1/4 of an inch occurs between insulation batts or a gap occurs between an insulation batt and a framing member, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this subsection.
4.4	Insulation shall not cover or block a soffit vent to the extent that it blocks the free flow of air. If the insulation covers or blocks the soffit vent, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this subsection.

5 EXTERIOR SIDING AND TRIM

5.A EXTERIOR SIDING.

5.A.1	Exterior siding shall be equally spaced and properly aligned. Horizontal siding shall not equal or exceed 1/2 of an inch off parallel with the bottom course or 1/4 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 Construction Performance Standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
5.A.2	Siding shall not gap or bow. A siding end joint shall not have a gap that leaks or that equals or exceeds 1/4 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 stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
5.A.3	Nails shall not protrude from the finished surface of siding, but nail heads may be visible on some products where allowed by the manufacturer's specifications. If a nail protrudes from the finished surface of siding, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this paragraph.



ITEMS COVERED UNDER THE WORKMANSHIP WARRANTY COVERAGE

EXTERIOR SIDING CONTINUED

5.A.4	Siding shall not have a nail stain. If siding has a nail stain, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this paragraph.
5.A.5	Siding and siding knots shall not become loose or fall off. If siding or siding knots become loose or fall off, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this paragraph.
5.A.6	Siding shall not delaminate. If siding fails to comply with the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
5.A.7	Siding shall not cup in an amount equal to or exceeding 1/4 of an inch in a 6 foot run. If siding fails to comply with the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
5.A.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 stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard. Rough wood sidings are excepted from this standard.
5.B	EXTERIOR TRIM.
5.B.1	A joint between two trim pieces shall not have a separation that leaks or is equal to or exceeding 1/4 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 stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
5.B.2	Exterior trim and eave block shall not warp in an amount equal to or exceeding 1/2 of an inch in an 8 foot run. If exterior trim or eave block warps in excess of the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
5.B.3	Exterior trim and eave block shall not cup in an amount equal to or in excess of a 1/4 of an inch in a 6 foot run. If exterior trim or eave block cups in excess of the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
5.B.4	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 stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
5.B.5	Trim shall not have nails that completely protrude through the finished surface of the trim, but nail heads may be visible on some products. <ul style="list-style-type: none"> a. If a nail protrudes from the finished surface of the trim, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in paragraph 5 of this subsection. b. 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.B.6	Trim shall not have a nail stain. If trim has a nail stain, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this paragraph.

6

MASONRY INCLUDING BRICK, BLOCK AND STONE

6.A MASONRY WALL BOW.

6.A.1	A masonry wall shall not bow in an amount equal to or in excess of 1 inch when measured from the base to the top of the wall. <ul style="list-style-type: none"> a. If a masonry wall fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. The standard set forth in this subsection does not apply to natural stone products.
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6.B MASONRY OR MORTAR BROKEN.

6.B.1	A masonry unit or mortar shall not be broken or loose. If a masonry unit or mortar fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
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MASONRY CONTINUED

6.C	MORTAR CRACKS.
6.C.1	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 stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
6.D	MASONRY OR MORTAR EXCESSIVE DETERIORATION.
6.D.1	A masonry unit or mortar shall not deteriorate. If a masonry unit or mortar fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
6.E	DIRT, STAIN OR DEBRIS ON MASONRY.
6.E.1	Masonry shall not have dirt, stain or debris on the surface due to construction activities. If masonry fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
6.F	GAP WITH ADJACENT MATERIAL.
6.F.1	A gap between masonry and adjacent material shall not equal or exceed 1/4 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 stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
6.G	OBSTRUCTIONS.
6.G.1	Mortar shall not obstruct a functional opening, such as a vent, weep hole or plumbing cleanout. <ul style="list-style-type: none"> a. If the mortar obstructs a functional opening, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this subsection. b. You 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

7.A	STUCCO BOWED OR WAVY.
7.A.1	Stucco surfaces shall not be excessively bowed, uneven or wavy. <ul style="list-style-type: none"> a. If a stucco surface fails to perform as stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. This standard shall not apply to decorative finishes.
7.B	BROKEN OR LOOSE STUCCO.
7.B.1	Stucco shall not be broken or loose. If stucco is broken or loose, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this subsection.
7.C	CRACKS IN STUCCO.
7.C.1	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. <ul style="list-style-type: none"> a. If the stucco fails to perform as stated in subsection (c) of this section, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. The builder/seller shall not be responsible for repairing cracks in stucco caused by your actions, including but not limited to periodic maintenance, caulking, painting, diversion of water on the surface of the stucco, attachment of devices to the stucco surface, such as, but not limited to, patio covers, plant holders, awnings and hose racks.



ITEMS COVERED UNDER THE WORKMANSHIP WARRANTY COVERAGE

STUCCO CONTINUED

7.D	IRRIGATION SYSTEMS WATER CONTACT WITH STUCCO.
7.D.1	You shall not allow water from irrigation systems to contact stucco finishes.
7.E	DIRT, STAIN OR DEBRIS ON STUCCO.
7.E.1	Stucco shall not have dirt, stain or debris on surface due to construction activities. If the stucco fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
7.F	VISIBLE IMPERFECTIONS IN STUCCO.
7.F.1	Stucco surfaces shall not have imperfections that are visible from a distance of 6 feet under normal lighting conditions that disrupt the overall uniformity of the finished pattern. If the stucco fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
7.G	LATH.
7.G.1	The lath shall not be exposed. If the lath is exposed, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this subsection.
7.H	STUCCO JOINTS.
7.H.1	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 stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
7.I	SEPARATION WITH ADJACENT MATERIAL.
7.I.1	A separation between a stucco surface and adjacent material shall not equal or exceed 1/4 of an inch in width and all separations shall be caulked. If a separation occurs between a stucco surface and adjacent material occurs in excess of the standard stated in this subsection or if such a separation is not caulked, the builder/seller shall take such action as is necessary to bring the variance within the standard.
7.J	STUCCO OBSTRUCTION.
7.J.1	Stucco shall not obstruct a functional opening, such as a vent, weep hole or plumbing cleanout. If stucco obstructs a functional opening, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this subsection.
7.K	MINIMUM STUCCO CLEARANCE.
7.K.1	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 stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
7.L	EXTERIOR INSULATION.
7.L.1	Exterior Insulation 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 stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
8	ROOFS
8.A	FLASHING.
8.A.1	Flashing shall prevent water penetration. <ul style="list-style-type: none"> a. If the flashing fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. The builder/seller shall not be responsible for leaks caused by extreme weather condition(s).



ROOFS CONTINUED

8.B ROOF LEAKS.	
8.B.1	<p>The roof shall not leak.</p> <ul style="list-style-type: none"> a. If the roof fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. The builder/seller shall not be responsible for leaks caused by extreme weather condition(s). c. You shall perform periodic maintenance to prevent leaks due to buildup of debris, snow or ice. You shall take such action as is necessary to prevent downspouts and gutters from becoming clogged
8.C VENT LEAKS.	
8.C.1	<p>A vent, louver or other installed attic opening shall not leak.</p> <ul style="list-style-type: none"> a. If a vent, louver or other installed attic opening fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. The builder/seller shall not be responsible for leaks caused by extreme weather condition(s).
8.D GUTTERS AND DOWNSPOUTS.	
8.D.1	<p>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.</p> <ul style="list-style-type: none"> a. If a gutter or downspout fails to meet the standard in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. The builder/seller shall not be responsible for leaks caused by extreme weather condition(s). c. You shall maintain and clean gutters and downspouts to prevent buildup of debris or other obstructions.
8.E LOOSE SHINGLES OR TILES.	
8.E.1	<p>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 in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>
8.F SKYLIGHTS.	
8.F.1	<p>A skylight shall not leak. If a skylight fails to meet the standard in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>
8.G BUILT-UP ROOF DRAINAGE.	
8.G.1	<p>Water shall drain from a built-up roof within 2 hours after cessation of rainfall. The standard does not require that the roof dry completely within the time period. If the built-up roof fails to meet the standard in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>
8.H CRACKED OR BROKEN ROOF TILES.	
8.H.1	<p>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 in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>
8.I WATER DIVERSION METHODS.	
8.I.1	<p>A pipe, vent, fireplace or other object designed to penetrate the roof shall not be located within the area of roof valley centerline without proper "cricketing" or other code-approved water diversion methods. If a pipe, vent, fireplace or other object designed to penetrate the roof is not correctly located as provided in the Construction Performance Standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>



ITEMS COVERED UNDER THE WORKMANSHIP WARRANTY COVERAGE

ROOFS CONTINUED

8.J MOISTURE PENETRATION.

8.J.1	<p>The exterior moisture barrier of the roof shall not allow moisture penetration.</p> <ul style="list-style-type: none"> a. If the exterior moisture barrier fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. You shall not make penetrations through exterior moisture barrier of the roof.
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9 DOORS AND WINDOWS

9.A DOORS AND WINDOWS.

9.A.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 Construction Performance Standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
9.A.2	<p>When closed, a door or window shall not allow excessive accumulation of moisture inside the door or window.</p> <ul style="list-style-type: none"> a. If a door or window fails to meet the Construction Performance Standard stated in paragraph 2 of this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. You shall keep weep holes on windows and doors free of dirt buildup and debris, thereby allowing water to drain properly. c. 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.A.3	Glass in doors and windows shall not be broken due to improper installation or construction activities. If glass in a window or door is broken due to improper installation or construction activities, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this paragraph.
9.A.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 1/4 of an inch between the screen frame and the window frame. If a screen in a door or window fails to meet the Construction Performance Standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
9.A.5	<p>There shall be no condensation between window and door panes in a sealed insulated glass unit.</p> <ul style="list-style-type: none"> a. If a window or door fails to meet the Construction Performance Standard stated in paragraph 5 of this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. You shall not apply a tinted window film or coating to window or door panes in sealed insulated glass units.
9.A.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 stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
9.A.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 Construction Performance Standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
9.A.8	A door or window shall be painted or stained according to the manufacturers' specifications. If a window or door fails to meet the Construction Performance Standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.

9.B WINDOWS.

9.B.1	A double hung window shall not move more than two inches when put in an open position. If a window fails to meet the Construction Performance Standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
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ITEMS COVERED UNDER THE WORKMANSHIP WARRANTY COVERAGE

DOORS AND WINDOWS CONTINUED

9.C DOORS.	
9.C.1	A sliding door and door screen shall stay on track. <ol style="list-style-type: none"> a. If a sliding door or door screen fails to perform to the standard stated in paragraph 1 of this subsection, builder/seller shall take such action as is necessary to bring the variance within the standard. b. You shall clean and lubricate sliding door or door screen hardware as necessary.
9.C.2	The spacing between an interior door bottom and original floor covering, except closet doors, shall not exceed 1 1/2 inches and shall be at least 1/2 of an inch. The spacing between an interior closet door bottom and original floor covering shall not exceed 2 inches and shall be at least 1/2 of an inch. If the spacing between a door bottom and the original floor covering does not meet the Construction Performance Standards stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
9.C.3	A door shall not delaminate. If a door becomes delaminated, a builder/seller shall take such action as is necessary to bring the variance within the standard stated in this paragraph.
9.C.4	A door panel shall not split so that light from the other side is visible. If a door panel fails to meet the Construction Performance Standards stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
9.C.5	A door shall open and close without binding. If a door fails to perform in accordance with the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
9.C.6	A door shall not warp to the extent that it becomes inoperable. A warp in a door panel shall not equal or exceed 1/4 of an inch from original dimension measured vertically, horizontally or diagonally from corner to corner. If a door fails to perform in accordance with the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
9.C.7	A storm door shall open and close properly and shall fit properly. If a door fails to perform in accordance with the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
9.C.8	When a door is placed in an open position, it shall remain in the position it was placed, unless the movement is caused by airflow. If a door fails to perform in accordance with the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
9.C.9	A metal door shall not be dented or scratched due to construction activities. If a metal door fails to comply with the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
9.D GARAGE DOORS.	
9.D.1	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 stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
9.D.2	A garage door opener, if provided, shall operate properly in accordance with manufacturer's specifications. <ol style="list-style-type: none"> a. If a garage door opener fails to perform in accordance with the standard stated in paragraph 2 of this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. You shall maintain tracks, rollers and chains and shall not block or bump sensors to electric garage door openers.
9.D.3	A garage door shall not allow excessive water to enter the garage and the gap around the garage door shall not equal or exceed 1/2 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 1/2 of an inch, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this paragraph.
9.D.4	A garage door spring shall operate properly and shall not lose appreciable tension, break or be undersized. If a garage door spring fails to perform in accordance with the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
9.D.5	A garage door shall remain in place at any open position, operate smoothly and not be off track. If a garage door fails to perform in accordance with the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.



10 INTERIOR FLOORING

10.A CARPET, FINISHED CONCRETE, WOOD AND VINYL FLOORING.

10.A.1 Construction Performance Standards for ceramic tile, flagstone, marble, granite, slate, quarry tile, other hard surface floors, and finished concrete floors, are located in this section.

10.B CARPET.

10.B.1 Carpet shall not wrinkle and shall remain tight, lay flat and be securely fastened. If the carpet fails to meet the standard stated in this paragraph, the **builder/seller** shall take such action as is necessary to bring the variance within the standard.

10.B.2 Carpet seams may be visible but shall be smooth without a gap or overlap. If the carpet fails to meet the standards stated in this paragraph, the **builder/seller** shall take such action as is necessary to bring the variance within the standard.

10.B.3 Carpet shall not be stained or spotted due to construction activities. If the carpet fails to meet the standard stated in this paragraph, the **builder/seller** shall take such action as is necessary to bring the variance within the standard.

10.C FINISHED CONCRETE FLOOR.

10.C.1 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.

- a. If a finished concrete slab in a living space fails to meet the standard stated in paragraph 1 of this subsection, the **builder/seller** shall take such action as is necessary to bring the variance within the standard.
- b. Finished concrete slabs in living spaces that are designed for drainage, such as a laundry room, are excluded from the standards stated in paragraph one (1) of this subsection.

10.C.2 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 stated in this paragraph, the **builder/seller** shall take such action as is necessary to bring the variance within the standard.

10.D WOOD FLOORING.

10.D.1 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 stated in this paragraph, the **builder/seller** shall take such action as is necessary to bring the variance within the standard.

10.D.2 Wood flooring shall remain securely attached to the foundation or subfloor unless the wood flooring is designed to be installed without nails, glue, adhesives or fasteners. If wood flooring fails to meet the standards of this paragraph, the **builder/seller** shall take such action as is necessary to bring the variance within the standard.

10.D.3 Wood flooring shall not have open joints and separations that equal or exceed 1/8 of an inch.

- a. If wood flooring fails to meet the standards of paragraph 3 of this subsection, the **builder/seller** shall take such action as is necessary to bring the variance within the standard.
- b. 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, the **builder/seller** must provide a written explanation of the characteristics of that floor to you prior to the execution of the contract or installation of the product, whichever occurs later.

10.D.4 Strips of floorboards shall not cup in an amount that equals or exceeds 1/16 of an inch in height in a 3 inch distance when measured perpendicular to the length of the board.

- a. If the wood flooring fails to meet the standard stated in paragraph 4 of this subsection, the **builder/seller** shall take such action as is necessary to bring the variance within the standard.
- b. 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 finish floor, the **builder/seller** must provide a written explanation of the characteristics of that floor to you.



WOOD FLOORING CONTINUED

10.D.5	Unless installed as a specialty feature, wood flooring shall not have excessive shade changes or discoloration due to the construction activities of the builder/seller . If the wood floor fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
10.D.6	Unless installed as a specialty feature, wood flooring shall not be stained, spotted or scratched due to construction activities of the builder/seller . If wood flooring fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
10.E VINYL FLOORING.	
10.E.1	Vinyl flooring shall be installed square to the most visible wall and shall not vary by 1/4 of an inch in any 6 foot run. If the vinyl flooring fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
10.E.2	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 stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
10.E.3	Vinyl flooring shall remain securely attached to the foundation or subfloor. If the vinyl flooring fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
10.E.4	A vinyl floor shall not have a depression that equals or exceeds 1/2 of an inch in any 6 foot run. If a vinyl floor has a depression that exceeds the standard stated in this paragraph and the depression is due to construction activities, the builder/seller shall take such action as is necessary to bring the variance within the standard.
10.E.5	A vinyl floor shall not have a ridge that equals or exceeds 1/2 of an inch when measured as provided in this paragraph. The ridge measurement shall be made by measuring the gap created when a 6 foot straight edge is placed tightly 3 inches on each side of the defect and the gap is measured between the floor and the straight edge at the other end. If a vinyl floor has a ridge that fails to comply with the standard stated in this paragraph and the ridge is due to construction activities, the builder/seller shall take such action as is necessary to bring the variance within the standard.
10.E.6	Vinyl floor shall not be discolored, stained or spotted due to the construction activities of the builder/seller . If the vinyl floor fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
10.E.7	Vinyl flooring shall not be scratched, gouged, cut or torn due to construction activities. If the vinyl flooring fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
10.E.8	Debris, subfloor seams, nails and/or screws shall not be detectable under the vinyl floor from a distance of 3 feet or more in normal light. If the vinyl flooring fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
10.E.9	Subflooring shall not cause vinyl flooring to rupture. If vinyl flooring fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
10.E.10	A seam in vinyl flooring shall not have a separation that equals or exceeds 1/16 of an inch in width. Where dissimilar materials abut, there shall not be a gap equal to or greater than 1/8 of an inch. If vinyl flooring fails to meet the standards stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.

11

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

11.A HARD SURFACES GENERALLY.	
11.A.1	A hard surface shall not break or crack due to construction activities. If a hard surface is cracked or broken due to construction activities, the builder/seller shall take such action as is necessary to bring the variance within the standard.
11.A.2	A hard surface shall remain secured to the substrate. If a hard surface fails to perform in accordance with the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.



ITEMS COVERED UNDER THE WORKMANSHIP WARRANTY COVERAGE

HARD SURFACES CONTINUED

11.A.3	A surface imperfection in floor hard surface shall not be visible from a distance of 3 feet or more in normal light. A surface imperfection in nonfloor hard surface shall not be visible from a distance of 2 feet or more in normal light. If a hard surface fails to meet the standards stated in this paragraph due to construction activities, the builder/seller shall take such action as is necessary to bring the variance within the standard.
11.A.4	<p>Color variations between field hard surfaces and trim hard surfaces should not vary excessively due to construction activities.</p> <ol style="list-style-type: none"> a. If color variations between field and trim hard surfaces are excessive and are due to construction activities, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in paragraph 4 of this subsection. b. Natural products such as flagstone, marble, granite, slate and other quarry tile will have color variation.
11.A.5	Hard surface areas shall not leak. If a hard surface area fails to perform in accordance with the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
11.A.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 Construction Performance Standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
11.A.7	<p>Hard surface layout or grout line shall not be excessively irregular.</p> <ol style="list-style-type: none"> a. If hard surface layouts or grout lines fail to meet the Construction Performance Standard stated in paragraph 7 of this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. Natural products such as flagstone, marble, granite, slate and other quarry tile will have color variation.
11.A.8	Hard surface countertops shall be level to within 1/4 of an inch in any 6 foot measurement. If a hard surface countertop is not level to within the standards stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
11.A.9	<p>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.</p> <ol style="list-style-type: none"> a. If a finished hard surface floor located in a living space fails to meet the standard stated in paragraph 9 of this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. Finished hard surface floors located in living spaces that are designed for drainage, such as a laundry room, are excluded from the standards stated in paragraph 9 of this subsection.
11.B	GROUT.
11.B.1	Grout shall not crack or deteriorate. If grout fails to meet the Construction Performance Standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
11.B.2	Grout shall not change shade or discolor excessively due to construction activities. If grout fails to perform to the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
11.C	CONCRETE COUNTERTOPS.
11.C.1	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 stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
11.C.2	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 standards stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
11.C.3	A finished concrete countertop shall not be stained, spotted or scratched due to construction activities. If a concrete countertop fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
11.C.4	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 stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.



CONCRETE COUNTERTOPS CONTINUED

11.C.5	A concrete countertop shall not change shade or discolor excessively due to construction activities. If a concrete countertop fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
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12 PAINTING, STAIN AND WALLCOVERINGS

12.A CAULKING.

12.A.1	Interior caulking shall not deteriorate or crack excessively . If the interior caulking fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
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12.B PAINTING AND STAIN.

12.B.1	<p>Paint or stain shall not have excessive color, shade or sheen variation.</p> <ul style="list-style-type: none"> a. If the paint or stain fails to meet the standard stated in paragraph 1 of this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. This standard shall not apply to stained woodwork.
12.B.2	Paint shall cover all intended surfaces so that unpainted areas shall not show through paint when viewed from a distance of 6 feet in normal light. If the painting fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
12.B.3	Interior paint or stain shall not deteriorate. If paint or stain fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
12.B.4	Exterior paint or stain shall not deteriorate excessively . If paint or stain fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
12.B.5	Paint overspray shall not exist on any surface for which it was not intended. If the paint is sprayed onto a surface for which it was not intended, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this paragraph.
12.B.6	Interior varnish, polyurethane or lacquer finish shall not deteriorate. If an interior finish fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
12.B.7	<p>Exterior varnish, polyurethane or lacquer finishes shall not deteriorate excessively.</p> <ul style="list-style-type: none"> a. If an exterior finish fails to meet the standard stated in paragraph 7 of this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. Exterior varnish, polyurethane or lacquer finishes that are subject to direct sunlight are excluded from this standard.
12.B.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 stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
12.B.9	A paint product shall perform as represented by the manufacturer to meet manufacturer's specifications for washability and/or scrubability. If the paint product fails to meet the standards of this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.

12.C WALLCOVERINGS.

12.C.1	A wallcovering shall be properly secured to the wall surface and shall not peel or bubble. If a wallcovering fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
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ITEMS COVERED UNDER THE WORKMANSHIP WARRANTY COVERAGE

WALLCOVERINGS CONTINUED

12.C.2	Pattern repeats in wallcoverings shall match. Wallcoverings shall be installed square to the most visible wall. Pattern repeats shall not vary in an amount equal to or exceeding 1/4 of an inch in any sixfoot run. If the wallcovering fails to meet the standards stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
12.C.3	A wallcovering seam shall not separate or gap. If the wallcovering fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
12.C.4	Lumps or ridges in a wallcovering shall not be detectable from a distance of 6 feet or more in normal light. If the appearance of the wallcovering fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
12.C.5	Wallcoverings shall not be discolored, stained or spotted due to construction activities. If a wallcovering fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
12.C.6	Wallcoverings shall not be scratched, gouged, cut or torn due to construction activities. If a wallcovering fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
12.C.7	Wallcoverings shall perform as represented by the manufacturer to meet manufacturer's specifications for washability and/or scrubability. If a wallcovering fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.

13

PLUMBING

13.A PLUMBING ACCESSORIES.

13.A.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 stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
13.A.2	A fixture shall not have tarnish, blemishes or stains unless installed as a specialty feature. <ul style="list-style-type: none"> a. If a fixture fails to meet the standard stated in paragraph 2 of this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. 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.A.3	A fixture or fixture fastener shall not corrode. <ul style="list-style-type: none"> a. If a fixture or fixture fastener fails to meet the standards of paragraph 3 of this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. A builder/seller is not responsible for corrosion caused by factors beyond the manufacturer's or the builder/seller's control, including your use of corrosive chemicals or cleaners or corrosion caused by water content.
13.A.4	A decorative gas appliance shall be installed in accordance with manufacturer's specifications and when so installed shall function in accordance with manufacturer's representations. If a decorative gas appliance fails to meet the standards stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
13.A.5	Fixtures shall be secure and not loose. <ul style="list-style-type: none"> a. If a fixture fails to meet the standard stated in paragraph 5 of this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. You shall not exert excessive force on a fixture.
13.A.6	A fixture stopper shall operate properly and shall retain water in accordance with the manufacturer's specifications. If a fixture stopper fails to meet the standards stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.



ITEMS COVERED UNDER THE WORKMANSHIP WARRANTY COVERAGE

PLUMBING ACCESSORIES CONTINUED

<p>13.A.7</p>	<p>The toilet equipment shall not allow water to run continuously.</p> <ul style="list-style-type: none"> a. If the toilet equipment fails to meet the standard stated in paragraph 7 of this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. If toilet equipment allows water to run continuously, you shall shut off the water supply or take such action as is necessary to avoid damage to the home.
<p>13.A.8</p>	<p>A toilet shall be installed and perform in accordance with the manufacturer's specifications.</p> <ul style="list-style-type: none"> a. If a toilet fails to meet the standard stated in paragraph 8 of this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. In the event of water spillage, you shall shut off the water supply and take such action as is necessary to avoid damage to the home.
<p>13.A.9</p>	<p>A tub or shower pan shall not crack. If a tub or shower pan fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>
<p>13.A.10</p>	<p>A tub or shower pan shall not squeak excessively. If a tub or shower pan fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>
<p>13.A.11</p>	<p>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 standards stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>
<p>13.A.12</p>	<p>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 stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>
<p>13.A.13</p>	<p>A faucet or fixture shall not drip or leak. This standard does not include drips or leaks due to debris or minerals from the water source, unless it is due to construction activities. If a faucet or fixture fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>
<p>13.A.14</p>	<p>A sump pump shall be installed in accordance with the manufacturer's specifications and shall operate properly when so installed. If a sump pump fails to meet the standards stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>
<p>13.B PIPES AND VENTS.</p>	
<p>13.B.1</p>	<p>A sewer gas odor originating from the plumbing system shall not be detectable inside the home under conditions of normal residential use.</p> <ul style="list-style-type: none"> a. If a sewer gas odor is detected inside the home under conditions of normal residential use, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. You shall keep plumbing traps filled with water.
<p>13.B.2</p>	<p>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 stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>
<p>13.B.3</p>	<p>A water pipe shall not make excessive noise such as banging or hammering repeatedly.</p> <ul style="list-style-type: none"> a. If a water pipe fails to meet the standard stated in paragraph 3 of this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. 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 stated in paragraph 3 of this subsection does not require a builder/seller to remove all noise attributable to water flow and pipe expansion.



14 HEATING, COOLING AND VENTILATION

14.A HEATING AND COOLING.

14.A.1	<p>A condensation line shall not be obstructed due to construction activities.</p> <ul style="list-style-type: none"> a. If a condensation line fails to meet the standard stated in paragraph 1 of this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. You shall periodically check for the free flow of condensate (water) from the line and clear the line when necessary.
14.A.2	<p>A drip pan and drain line shall be installed under a horizontal air handler as per the code.</p> <ul style="list-style-type: none"> a. If a drip pan and drain line fails to meet the standard stated in paragraph 2 of this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. You shall periodically check for the free flow of condensate (water) from the line and clear the line when necessary.
14.A.3	<p>Insulation shall completely encase the refrigerant line according to code.</p> <ul style="list-style-type: none"> a. If the refrigerant line insulation fails to meet the standard stated in paragraph 3 of this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. You shall ensure that insulation on the refrigerant line is not damaged or cut due to home maintenance or landscape work.
14.A.4	<p>An exterior compressor unit shall be installed on a stable pad that supports the unit and is no more than 1 inch out of level. The bottom of the exterior compressor unit support shall not be below ground level.</p> <ul style="list-style-type: none"> a. If an exterior compressor unit pad or support fails to meet the standards stated in paragraph 4 of this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. You shall ensure that settlement of the exterior compressor unit pad does not occur due to home maintenance, landscape work or excessive water from irrigation.

14.B VENTING.

14.B.1	<p>An appliance shall be vented according to the manufacturer's specifications. If an appliance is not vented in accordance with the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>
14.B.2	<p>Back draft dampers shall be installed and function according to the manufacturer's specifications. If back draft dampers fail to meet the standards stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>

14.C DUCTWORK.

14.C.1	<p>Ductwork shall not make excessive noise.</p> <ul style="list-style-type: none"> a. If the ductwork fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. The flow of air, including its velocity, or the expansion of ductwork from heating and cooling may cause "ticking" or "crackling" sounds. c. You shall not place any object on the ductwork.
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15 ELECTRICAL SYSTEMS AND FIXTURES

15.A ELECTRICAL SYSTEMS AND FIXTURES.

15.A.1	<p>Excessive air infiltration shall not occur around electrical system components or fixtures. If electrical system components or fixtures fail to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>
15.A.2	<p>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 stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>



ELECTRICAL SYSTEMS AND FIXTURES CONTINUED

15.A.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 stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
15.A.4	A fixture, electrical box or trim plate shall be installed in accordance with the code and shall be plumb and level. If a fixture, electrical box or trim plate fails to meet the standards stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
15.A.5	Fixtures, such as lights, fans and appliances shall operate properly when installed in accordance with the manufacturer's specifications. If the fixtures fail to meet the standards stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this subsection.
15.A.6	A smoke detector shall operate according to the manufacturer's specifications and shall be installed in accordance with the code . If a smoke detector fails to meet the standards stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
15.A.7	An exhaust fan shall operate within the manufacturer's specified noise level. If an exhaust fan fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.

16

INTERIOR TRIM

16.A TRIM.

16.A.1	An interior trim joint separation shall not equal or exceed 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 stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
16.A.2	The interior trim shall not have surface damage, such as scratches, chips, dents, gouges, splits, cracks, warping or cupping that is visible from a distance of 6 feet or more in normal light due to construction activities. If the interior trim fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
16.A.3	A hammer mark on trim shall not be visible from a distance of 6 feet or more when viewed in normal light. If the interior trim fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
16.A.4	A nail or nail hole in interior trim shall not be visible from a distance of 6 feet or more when viewed in normal light. If the interior trim fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.

16.B SHELVING.

16.B.1	Shelving rods and end supports shall be installed in accordance with the measurements stated in this subsection. The length of a closet rod shall not be shorter than the actual distance between the end supports in an amount equal to or exceeding 1/4 of an inch.
16.B.2	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. End supports shall be securely mounted.
16.B.3	If the closet rods, shelving or end supports fail to meet the standards stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.

16.C CABINET DOORS.

16.C.1	Cabinet doors shall open and close with reasonable ease. Cabinet doors shall be even and shall not warp more than 1/4 inch when measured from the face to the point of the furthest point of the door or drawer front when closed. Some warping, cupping, bowing or twisting is normally caused by surface temperature and humidity changes.
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17 MIRRORS, INTERIOR GLASS AND SHOWER DOORS

17.A MIRRORS, INTERIOR GLASS AND SHOWER DOORS

17.A.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 standards stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
17.A.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 stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
17.A.3	A shower door shall not leak. If a shower door fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
17.A.4	Imperfections in a mirror or shower door shall not be visible from a distance of 2 feet or more when viewed in normal light. If a mirror or shower door fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
17.A.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 stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.

18 HARDWARE AND IRONWORK

18.A HARDWARE.

18.A.1	<p>Hardware finishes shall not be tarnished, blemished, corroded or stained due to construction activities, unless the finish is installed as a specialty feature.</p> <ul style="list-style-type: none"> a. If the hardware finish fails to meet the standard stated in paragraph 1 of this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. The builder/seller is not responsible for tarnished, blemished or stained hardware finishes that have been damaged by factors that are beyond the manufacturer's or the builder/seller's control such as your 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.A.2	Hardware shall function properly, without catching binding or requiring excessive force to operate. If hardware fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
18.A.3	Hardware shall not be scratched, chipped, cracked or dented due to construction activities. If hardware fails to meet the standards stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
18.A.4	<p>Hardware shall be installed securely and shall not be loose.</p> <ul style="list-style-type: none"> a. If hardware fails to meet the standards stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. You shall not exert excessive force on hardware.

18.B INTERIOR IRONWORK.

18.B.1	Interior ironwork shall not rust.
18.B.2	If interior ironwork fails to meet the standard stated this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
18.B.3	The builder/seller is not responsible for ironwork finishes that rust due to factors that are beyond the manufacturer's or the builder/seller's control such as your use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to humidity.



19 COUNTERTOPS AND BACKSPASHES

19.A COUNTERTOPS AND BACKSPASHES GENERALLY.

19.A.1	A countertop or backsplash shall be secured to substrate in accordance with manufacturer's specifications. If countertop or backsplash materials are not secured to the substrate in accordance with the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
19.A.2	For non-laminate countertops and backsplashes, the joints between countertop surfaces, between the countertop surface and the backsplash or sidesplash and between adjoining backsplash panels may be visible, but shall not separate. If joints between non-laminate surfaces fail to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
19.A.3	Countertops shall be level to within 1/4 of an inch in any 6 foot measurement. If a countertop surface fails to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
19.A.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 stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
19.A.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 stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
19.A.6	Countertop material shall not delaminate. If a countertop fails to meet the standard stated in this paragraph, the builder/seller will take such action as is necessary to bring the variance within the standard.

19.B LAMINATE COUNTERTOPS AND BACKSPASHES.

19.B.1	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 and backsplash fail to meet the standard stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
19.B.2	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 stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
19.B.3	A surface imperfection in a laminate countertop or a backsplash shall not be visible from a distance of 3 feet or more when viewed in normal light due to construction activities. If a laminate surface fails to meet the standards stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.

20 FIREPLACES

20.A REFRACTORY PANEL.

20.A.1	A refractory panel shall not crack or separate.
20.A.2	If the fireplace refractory panel fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
20.A.3	You shall not use synthetic logs or other materials if not approved by the manufacturer.

20.B FIREPLACE DOOR.

20.B.1	A fireplace door shall operate properly.
20.B.2	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 stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.



ITEMS COVERED UNDER THE WORKMANSHIP WARRANTY COVERAGE

FIREPLACES CONTINUED

20.C GAS FIREPLACE.	
20.C.1	A fireplace shall not have a gas leak.
20.C.2	If a fireplace has a gas leak, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this subsection.
20.D GAS LOGS.	
20.D.1	Gas logs shall be positioned in accordance with the manufacturer's specifications.
20.D.2	If a gas log fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
20.D.3	You shall not incorrectly reposition or relocate the logs after the original placement. You 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.E MASONRY HEARTH.	
20.E.1	A crack in masonry hearth or facing shall not be equal to or exceed 1/4 of an inch in width.
20.E.2	If the masonry hearth or facing of the fireplace fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
20.F CHIMNEY DRAW.	
20.F.1	A fireplace or chimney shall draw properly.
20.F.2	If a fireplace or chimney fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
20.G FIREBOX.	
20.G.1	A firebox shall not have excessive water infiltration under normal weather conditions.
20.G.2	If a firebox fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
20.H FIREPLACE NOISE.	
20.H.1	A fireplace fan shall not exceed the noise level established by the manufacturer's specifications.
20.H.2	If a fireplace fan fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.

21 IRRIGATION SYSTEMS

21.A LEAKS, BREAKS OR CLOGS.	
21.A.1	An irrigation system shall not leak, break or clog due to construction activities. If an irrigation system fails to meet the standard stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.
21.B SPRINKLER COVERAGE.	
21.B.1	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 stated in this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard.



IRRIGATION SYSTEMS CONTINUED

21.C IRRIGATION SYSTEMS OPERATIONS.

- 21.C.1** The irrigation system control shall operate in accordance with manufacturer's specifications.
- a. If an irrigation system fails to operate in accordance with manufacturer's specifications, the **builder/seller** shall take such action as is necessary to bring the variance within the standard stated in this subsection.
 - b. The **builder/seller** shall provide you with instructions on the operation of the irrigation system at closing.

22 FENCING**22.A WOOD AND MASONRY FENCES.**

- 22.A.1** A fence shall not fall over and shall not lean in excess of 2 inches out of plumb due to construction activities. If the fencing fails to meet the standard stated in this subsection, the **builder/seller** shall take such action as is necessary to bring the variance within the standard.
- 22.A.2** A wood fence board shall not be broken due to construction activities. Wood fence board shall not become detached from the fence due to construction activities of the **builder/seller**. If the fencing fails to meet the standards stated in this subsection, the **builder/seller** shall take such action as is necessary to bring the variance within the standard.
- 22.A.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 stated in this subsection, the **builder/seller** shall take such action as is necessary to bring the variance within the standard.
- 22.A.4** A masonry wall shall have adequate weep holes in the lowest course as required by the **code** to allow water to pass through the wall. If a masonry retaining wall fails to meet the standards of this subsection, the **builder/seller** shall take such action as is necessary to bring the variance within the standard.

23 YARD GRADING**23.A YARD GRADING.**

- 23.A.1** Yards shall have grades, swales and/or other measures that provide for proper drainage in accordance with the **code**, governmental regulations or otherwise in accordance with the drainage and grading plan, if any.
- a. If the grades or swales fail to meet the standard stated in this subsection, the **builder/seller** shall take such action as is necessary to bring the variance within the standard.
 - b. You shall maintain the drainage pattern and protect the grading contours from erosion, blockage, oversaturation 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 you.
- 23.A.2** Settling or sinking of soil shall not interfere with the drainage patterns of the lot or have a vertical depth of 6 inches or more. If the soil fails to meet the standard stated in this subsection, the **builder/seller** shall take such action as is necessary to bring the variance within the standard.

24 PEST CONTROL**24.A PEST CONTROL.**

- 24.A.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.
- 24.A.2** If an eave return, truss block, attic vent or roof vent opening allows rodents, birds and other similar pests into home or attic space, the **builder/seller** shall take such action as is necessary to bring the variance within the standard stated in this section.



ITEMS COVERED UNDER THE DISTRIBUTION SYSTEMS WARRANTY COVERAGE

25

ELECTRICAL DISTRIBUTION SYSTEMS

25.A ELECTRICAL WIRING.

25.A.1	<p>Electrical wiring installed inside the home shall be installed in accordance with the code and any other applicable electrical standards and shall function properly from the point of demarcation, as determined by the respective utility.</p> <p>If electrical wiring inside the home is not functioning properly or is not installed in accordance with the code and any other applicable electrical standards, the builder/seller shall take such action as is necessary to bring the wiring to the standard of performance required in paragraph 1 of this subsection.</p> <p>The builder/seller shall not be responsible for utility improvements from the meter/demarcation point to the utility poles or the transformer.</p>
25.A.2	<p>Electrical wiring shall be capable of carrying the designated load as set forth in the code.</p> <p>If the electrical wiring fails to carry design load, the builder/seller shall take such action as is necessary to bring the variance within the standard set forth in paragraph 2 of this subsection.</p> <p>All electrical equipment shall be used for the purposes and/or capacities for which it was designed and in accordance with manufacturer's specifications.</p>

25.B ELECTRICAL PANEL, BREAKERS AND FUSES.

25.B.1	<p>The electrical panel and breakers shall have sufficient capacity to provide electrical service to the home during normal residential usage.</p> <p>If the electrical panel or breakers do not have sufficient capacity to provide electrical service to the home during normal residential usage, the builder/seller shall take such action as is necessary to bring the variance within the standard set forth in paragraph 1 of this subsection.</p> <p>The builder/seller is not responsible for electrical service interruptions caused by external conditions such as power surges, circuit overloads and electrical shorts.</p>
25.B.2	<p>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.</p> <p>If a circuit breaker repeatedly trips or fuses repeatedly blow under normal residential electric usage, the builder/seller shall take such action as is necessary to bring the variance within the standard set forth in paragraph 2 of this subsection.</p> <p>The builder/seller 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.</p>

25.C ELECTRIC OUTLETS WITH GROUND FAULT INTERRUPTERS.

25.C.1	<p>Electrical outlets with ground fault interrupters shall be installed and operate in accordance with the code and manufacturer's specifications. If ground fault interrupters trip repeatedly under normal residential usage, the builder/seller shall take such action as is necessary to ensure that the electrical outlets with ground fault interrupters are installed in accordance with the code and manufacturer's instructions and specifications and that they operate properly during normal residential electrical usage.</p>
25.C.2	<p>You shall not plug appliances that require constant electrical flow, such as refrigerators and freezers, into an outlet with a ground fault interrupter.</p>

25.D FIXTURES, OUTLETS, DOORBELLS AND SWITCHES.

25.D.1	<p>An outlet, doorbell or switch shall be installed in accordance with the manufacturer's specifications and the code and shall operate properly when installed in accordance with the manufacturer's specifications and the code. If an outlet, doorbell or switch is not installed in accordance with the manufacturer's specifications and the code or does not operate properly when so installed, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this subsection.</p>
25.D.2	<p>A fixture, electrical box or trim plate shall be installed in accordance with the code and manufacturer's specifications and shall be properly secured to the supporting surface. If a fixture, electrical box or trim plate is not installed in accordance with the code and manufacturer's specifications or is not properly secured to the supporting surface, builder/seller shall take such action as is necessary to bring the variance within the standard stated in this subsection.</p>
25.D.3	<p>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 stated in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.</p>



ELECTRICAL DISTRIBUTION SYSTEMS CONTINUED

25.E WIRING OR OUTLETS FOR CABLE TELEVISION, TELEPHONE, ETHERNET OR OTHER SERVICES.	
25.E.1	<p>Wiring or outlets for cable television, telephone, Ethernet or other services shall be installed in accordance with the code and any applicable manufacturer's specifications.</p> <p>If wiring or outlets for cable television, telephone, Ethernet or other services are not installed in accordance with the code or any applicable manufacturer's specifications, the builder/seller shall take such action as is necessary to bring the variance within the standard set forth in paragraph 1 of this subsection.</p> <p>a. If wiring or outlets for cable television, telephone, Ethernet or other services are not installed in accordance with the code or any applicable manufacturer's specifications, the builder/seller shall take such action as is necessary to bring the variance within the standard set forth in paragraph 1 of this subsection.</p> <p>b. A builder/seller 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.</p>
25.E.2	<p>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 in accordance with the Construction Performance Standard in paragraph 1 of this subsection.</p> <p>If wiring or outlets for cable television, telephone, Ethernet or other services are not functioning, the builder/seller shall take such action as is necessary to bring the variance within the standard set forth in paragraph 2 of this subsection.</p> <p>a. If wiring or outlets for cable television, telephone, Ethernet or other services are not functioning, the builder/seller shall take such action as is necessary to bring the variance within the standard set forth in paragraph 2 of this subsection.</p> <p>b. A builder/seller 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.</p>

26**PLUMBING DISTRIBUTION SYSTEMS**

26.A PIPES INCLUDING WATER AND GAS PIPES, SEWER AND DRAIN LINES, FITTINGS AND VALVES BUT NOT INCLUDING PIPES INCLUDED IN A LANDSCAPE IRRIGATION SYSTEM.	
26.A.1	<p>Pipes shall be installed and insulated in accordance with the code and manufacturer's specifications.</p> <p>If a water pipe bursts, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in paragraph 1 of this subsection.</p> <p>a. If a water pipe bursts, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in paragraph 1 of this subsection.</p> <p>b. You are 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. You are 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.</p>
26.A.2	<p>A water pipe shall not leak.</p> <p>If a water pipe is leaking, the builder/seller shall take such action as is necessary to bring the variance within the Construction Performance Standard stated in paragraph 2 of this subsection.</p> <p>a. If a water pipe is leaking, the builder/seller shall take such action as is necessary to bring the variance within the Construction Performance Standard stated in paragraph 2 of this subsection.</p> <p>b. You shall shut off water supply immediately if such is required to prevent further damage to the home.</p>
26.A.3	<p>A gas pipe shall not leak, including natural gas, propane or butane gas.</p> <p>If a gas pipe is leaking, a builder/seller shall take such action as is necessary to bring the variance within the standard stated in paragraph 3 of this subsection.</p> <p>a. If a gas pipe is leaking, a builder/seller shall take such action as is necessary to bring the variance within the standard stated in paragraph 3 of this subsection.</p> <p>b. If a gas pipe is leaking, you shall shut off the source of the gas if you can do so safely.</p>
26.A.4	<p>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.</p> <p>This standard assumes the public or community water supply reaches the home side of the meter at 40 pounds per square inch. The builder/seller is not responsible for water pressure variations originating from the water supply source.</p> <p>a. This standard assumes the public or community water supply reaches the home side of the meter at 40 pounds per square inch. The builder/seller is not responsible for water pressure variations originating from the water supply source.</p> <p>b. If the water pressure is excessively high, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in paragraph 4 of this subsection.</p>
26.A.5	<p>A sewer, drain or waste pipe shall not become clogged or stopped up due to construction activities.</p> <p>The builder/seller shall take such action as is necessary to unclog a sewer, drain or waste pipe that is clogged or stopped up due to construction activities.</p> <p>a. The builder/seller shall take such action as is necessary to unclog a sewer, drain or waste pipe that is clogged or stopped up due to construction activities.</p> <p>b. You shall shut off water supply immediately if such is required to prevent further damage to the home.</p>



ITEMS COVERED UNDER THE DISTRIBUTION SYSTEMS WARRANTY COVERAGE

PLUMBING DISTRIBUTION SYSTEMS CONTINUED

26.B INDIVIDUAL WASTEWATER TREATMENT SYSTEMS.	
26.B.1	A wastewater treatment system should be capable of properly handling normal flow of household effluent in accordance with the Texas Commission on Environmental Quality requirements.
26.B.2	The builder/seller shall take such action as is necessary for the wastewater treatment system to perform within the standard stated in this subsection.
26.B.3	The builder/seller is not responsible for: <ol style="list-style-type: none"> a. System malfunctions or damage due to the addition of a fixture, equipment, appliance or other source of waste or water into the septic system by a person other than the builder/seller or a person working at the builder/seller's direction. b. Malfunctions or limitations in the operation of the system attributed to a design restriction imposed by state, county or local governing agencies. c. Malfunctions caused by freezing, soil saturation, soil conditions, changes in ground water table or any other acts of nature.

27

HEATING, AIR CONDITIONING AND VENTILATION DISTRIBUTION SYSTEMS

27.A REFRIGERANT LINE.	
27.A.1	If a refrigerant line leaks, the builder/seller shall take such action as is necessary to bring the variance within the standard stated in subsection (a) of this section.
27.A.2	Condensation on a refrigerant line is not a leak.
27.B HEATING AND COOLING FUNCTIONS.	
27.B.1	A heating system shall produce an inside temperature of at least 68 degrees Fahrenheit as measured 2 feet from the outside wall of a room at a height of 3 feet above the floor under local outdoor winter design conditions as specified in the code . <ol style="list-style-type: none"> a. If a heating system fails to perform to the standard stated in paragraph 1 of this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. Temperatures may vary up to 4 degrees Fahrenheit between rooms but no less than the standard set forth above in paragraph 1 of this subsection. Your changes made to the size or configuration of the home, the heating system or the ductwork shall negate the builder/seller's responsibility to take measures to meet this Construction Performance Standard.
27.B.2	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 5 feet above the floor, under local outdoor summer design conditions as specified in the code . <ol style="list-style-type: none"> a. If the air conditioner system fails to perform to the standard stated in paragraph 2 of this subsection, the builder/seller shall take such action as is necessary to bring the variance within the standard. b. This standard does not apply to evaporative or other alternative cooling systems or if you 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 set forth above in paragraph 2 of this subsection.
27.B.3	A thermostat reading shall not differ by more than 4 degrees Fahrenheit from the actual room temperature taken at a height of 5 feet above the floor in the center of the room where the thermostat is located. The stated Construction Performance Standard is related to the accuracy of the thermostat and not to the Construction Performance 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 5 feet above the floor in the center of the room where the thermostat is located, the builder/seller shall take such action as is necessary to bring the variance within the standard.
27.B.4	Heating and cooling equipment shall be installed and secured according to the manufacturer's instructions and specification and shall not move excessively . If the heating or cooling equipment is not installed and secured in accordance with manufacturer's instructions and specifications or moves excessively , the builder/seller shall take such action as is necessary to properly install and secure the equipment.



ITEMS COVERED UNDER THE DISTRIBUTION SYSTEMS WARRANTY COVERAGE

HEATING, AIR CONDITIONING AND VENTILATION DISTRIBUTION SYSTEMS CONTINUED

27.C VENTS, GRILLS OR REGISTERS.	
27.C.1	A vent, grill or register shall operate easily and smoothly when applying normal operating pressure. If a vent, grill or register does not operate easily and smoothly when applying normal pressure when adjusting, the builder/seller shall repair the vent, grill or register so that it operates with ease of use when applying normal operating pressure.
27.C.2	A vent, grill or register shall be installed in accordance with the code and manufacturer's instructions and specifications and shall be secured to the underlying surface. If a vent, grill or register is not installed and secured in accordance with the Construction Performance Standard in this paragraph, the builder/seller shall take such action as is necessary to bring the variance within the standard.
27.D DUCTWORK.	
27.D.1	Ductwork shall be insulated in unconditioned areas according to code . If ductwork is not insulated in unconditioned areas in accordance with the code , the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this paragraph.
27.D.2	Ductwork shall be secured according to the manufacturer's instructions and specifications and it shall not move excessively . If the ductwork is not secured according to the manufacturer's instructions and specifications or moves excessively , the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this paragraph.
27.D.3	Ductwork shall be sealed and shall not separate or leak in excess of the standards set by the code . If the ductwork is not sealed, is separated or leaks in excess of the standards set by the code , the builder/seller shall take such action as is necessary to bring the variance within the standard stated in this paragraph.



ITEMS COVERED UNDER THE STRUCTURAL WARRANTY COVERAGE

28

MAJOR STRUCTURAL COMPONENTS

28.A SLAB FOUNDATIONS.

28.A.1	<p>Slab foundations should not move differentially after they are constructed, such that a tilt or deflection in the slab in excess of the standards defined below arises from post-construction movement. The protocol and standards for evaluating slab foundations shall follow the ASCE Guidelines with the following modifications:</p> <p>Overall deflection from the original construction elevations shall be no greater than the overall length over which the deflection occurs divided by 360 (L/360) and must not have more than one associated symptom of distress, as described in Section 5 of the ASCE Guidelines, that results in actual observable physical damage to the home. L shall be defined as the edge to edge distance across any slab cross-section for which overall deflection is calculated. Calculations of overall deflection shall be based upon the change in elevation at each point for which an original construction elevation was taken.</p> <p>The slab shall not tilt after construction in excess of one percent across any overall dimension of the home or cause structural component(s) or masonry veneer to rotate into a structurally unstable position such that the weight vector of the component part falls outside the middle third of its bearing area. Calculations of overall tilt shall be based upon the change in elevation at each point for which an original construction elevation was taken.</p> <p>If no original construction elevation was taken, then the foundation for the habitable areas of the home are presumed to be level +/- 3/4 inch over the entire area of the foundation.</p>
28.A.2	If measurements and associated symptoms of distress show that a slab foundation does not meet the deflection or tilt standards stated in paragraph 1 of this subsection, a third-party inspector's recommendation shall be based on the appropriate remedial measures as described in Section 7 of the ASCE Guidelines .



ITEMS COVERED UNDER THE STRUCTURAL WARRANTY COVERAGE

SLAB FOUNDATIONS CONTINUED

28.B	COMPONENTS OTHER THAN SLAB FOUNDATIONS.
28.B.1	<p>Floor over pier and beam foundations.</p> <p>a. 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.</p> <p>b. If a floor over pier and beam foundation deflects more than $L/360$ from its original construction elevations and the movement has created actual observable physical damage to the components of a home identifiable in Section 5.3 of the ASCE Guidelines, a third-party inspector's recommendation shall be based on applicable remedial measures as described in Section 7 of the ASCE Guidelines.</p>
28.B.2	<p>Structural components.</p> <p>a. 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.</p> <p>b. 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, the warranty insurer shall take such action as is necessary to repair, reinforce or replace such structural component to restore the structural integrity of the home or the performance of the affected structural system.</p>
28.B.3	<p>Deflected structural components.</p> <p>a. A structural component shall not deflect more than the ratios allowed by the code.</p> <p>b. If a structural component of the home is deflected more than the ratios allowed by the code, the warranty insurer shall take such action as is necessary to repair, reinforce or replace such structural component to restore the structural integrity of the home or the performance of the affected structural system.</p>
28.B.4	<p>Damaged structural components.</p> <p>a. A structural component shall not be so damaged that it compromises the structural integrity or performance of the affected structural system.</p> <p>b. If a structural component is so damaged that it compromises the structural integrity or performance of a structural system of the home, the warranty insurer shall take such action as is necessary to repair, reinforce or replace such structural component to restore the structural integrity of the home or the performance of the affected structural system.</p>
28.B.5	<p>Separated structural components.</p> <p>a. 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.</p> <p>b. 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, the warranty insurer shall take such action as necessary to repair, reinforce or replace such structural component to reestablish 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.</p>
28.B.6	<p>Non-performing structural components.</p> <p>a. A structural component shall function as required by the code.</p> <p>b. If a structural component does not function as required by the code, the warranty insurer shall take such action as is necessary to bring the variance within the standard stated in subparagraph (A) of this paragraph.</p>

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GENERAL LEGAL PROVISIONS: THIS BOOKLET AND THE CERTIFICATE OF WARRANTY COVERAGE FULLY AND EXCLUSIVELY DEFINE THE COVERAGE TERMS, LIMITATIONS, RIGHTS AND OBLIGATIONS WITH RESPECT TO EACH AND EVERY DEFECT AND STRUCTURAL DEFECT. THE LANGUAGE IN ALL PARTS OF THIS BOOKLET SHALL BE CONSTRUED SIMPLY, AS A WHOLE AND IN ACCORDANCE WITH ITS FAIR MEANING AND, IN THE EVENT OF AN AMBIGUITY OR DISPUTE, SHALL NOT BE CONSTRUED FOR OR AGAINST YOU, THE BUILDER/SELLER, THE WARRANTY INSURER OR THE WARRANTY ADMINISTRATOR. THE CAPTIONS OF THE ARTICLES, SECTIONS AND SUBSECTIONS ARE INSERTED SOLELY FOR CONVENIENCE AND SHALL NOT BE TREATED OR CONSTRUED AS PART OF THIS BOOKLET. IN THE EVENT ANY PROVISION, OR PART THEREOF, OF THIS BOOKLET IS HELD TO BE INVALID, ILLEGAL OR OTHERWISE UNENFORCEABLE, SUCH HOLDING WILL NOT AFFECT THE VALIDITY OF THE OTHER PROVISIONS. ANY SUCH PROVISION, OR PART THEREOF SHALL BE ENFORCED TO THE EXTENT POSSIBLE CONSISTENT WITH THE STATED INTENTION OF THE PARTIES, OR, IF INCAPABLE OF SUCH ENFORCEMENT, SHALL BE STRICKEN FROM THIS BOOKLET, WHILE THE REMAINING PROVISIONS OF THIS BOOKLET REMAIN IN FULL FORCE AND EFFECT TO THE FULLEST EXTENT PERMITTED BY LAW. YOU ACKNOWLEDGE, AGREE AND CONSENT THAT DURING THE WARRANTY TERM, THE WARRANTY ADMINISTRATOR AND THE WARRANTY INSURER, AND THEIR RESPECTIVE AGENTS, MAY CALL, TEXT, EMAIL AND OTHERWISE CONTACT YOU VIA ANY METHOD OR DEVICE YOU OWN IN ORDER TO PERFORM THEIR RESPECTIVE OBLIGATIONS UNDER THIS BOOKLET, AS WELL AS TO SEND YOU MARKETING MATERIALS.

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RETURN TO: WARRANTY ADMINISTRATOR
13900 E Harvard Ave | Aurora, CO 80014

SUCCESSIVE HOMEOWNER REGISTRATION AND ARBITRATION ACCEPTANCE FORM

As the successive homeowner of the home located at _____ (Home)
I/We accept any coverage remaining on the express limited warranty provided by the **builder/seller** that first sold the newly constructed Home. I/We have reviewed and agreed to all the terms in the booklet.

I/We understand that Home Buyers Warranty Corporation (“2-10 HBW”) is not the warrantor of the **builder/seller’s** express limited warranty, but rather provides services to administer the warranty.

I/We agree to the binding arbitration process described on pages 11 and 12 of the warranty booklet for resolving warranty disputes between us, the **builder/seller**, the **warranty insurer** and/or the **warranty administrator**.

Signature(s) of successive Home Buyer:

Signature

Print

Signature

Print

Phone

Email

Date

In order to process this request, please mail this form and a check in the amount of \$20 payable to 2-10 HBW to:

**Warranty Administrator
Warranty Administration Department
13900 E Harvard Ave
Aurora, CO 80014**

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ENHANCE your home ownership experience

Additional protection available for your systems and appliances.

The warranty coverage offered in this booklet provides protection for workmanship, distribution systems and structural **defects**.

An optional Home Warranty Service Agreement* could help you reduce the overall cost of owning a home. This optional coverage provides protection against unexpected system and appliance breakdowns, such as your air conditioner or water heater. With this optional coverage, have confidence that your comfort and financial security are covered within your home for many years.

For more information, please visit

[2-10.com/protect](https://www.2-10.com/protect)

*Home Warranty Service Agreements may not be available in all states or locations.



TEXAS
New Home Warranty Program



For the Best Experience:

- Register your warranty via Homeowner Portal
- Update your contact information
- View your digital warranty book

2-10.com/homeowner

Have Questions?

Contact the warranty administrator

2-10 HOME BUYERS WARRANTY

Warranty Administration Office

13900 E Harvard Ave

Aurora, CO 80014

855.429.2109