

LENNAR®

Limited Warranty Manual



2026

Welcome to your Lennar Limited Warranty!



Congratulations on your new home!

We know buying a home is a major milestone, and we’re honored to be part of your journey. This Limited Warranty Manual is here to give you peace of mind by outlining the standards we uphold and the protection included in our 1-2-10 Limited Warranty program.

Inside, you’ll find details about coverage for workmanship, systems and structural components, along with guidance on how to request service and what to expect. We encourage you to review the manual to understand the warranty standards and exclusions. We’re committed to supporting you as you maintain your home.

Welcome to the Lennar family—we’re glad you’re here.

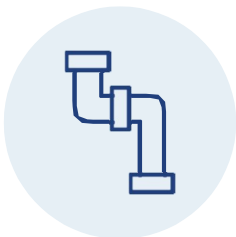
Lennar Limited Warranty Overview

Under the Lennar Limited Warranty, the seller of the home ("Lennar") warrants that specific components of the home you purchased from Lennar ("Home") will meet the performance standards outlined in this manual. Lennar's obligations are expressly limited to those standards and only for those time periods described below ("Warranty Terms"). The Lennar Limited Warranty is divided into three distinct Warranty Terms as follows:



1 year
Workmanship

commencing on the closing date.



2 years
Mechanical

commencing on the closing date.



10 years
Structural

commencing on the date of substantial completion of the Home.

Coverage Terms

Year 1: Workmanship Protection

- Applies to components listed in the Workmanship Standards and Exclusions section.
- Covers performance issues related to construction quality and finish.

Years 1–2: Systems Protection

- Applies to components listed in the Systems Standards and Exclusions section.
- Covers performance of electrical, plumbing and mechanical systems.

Years 1–10: Structural Protection

- Applies to components listed in the Structural Standards and Limitations section.
- Covers load-bearing elements and structural integrity.
- Repairs may be implemented in phases.

General Provisions

- Only components explicitly listed in the applicable standards are covered.
- “What’s Not Covered by the Lennar Limited Warranty” excludes certain items from the Lennar Limited Warranty even if the component is explicitly listed.
- If a component meets the stated standards or is excluded, Lennar has no further obligation.
- Lennar retains sole discretion to repair, replace, or pay the reasonable cost of repair or replacement for any warranted and covered claim.
- Lennar retains sole discretion over the design and method of repairs.
- Some items may be subject to a one-time repair obligation.

Controlling Warranty Provisions and Homeowner Responsibilities

This Limited Warranty Manual governs Lennar’s obligations to you and the Home, even if it differs from information provided in conversations with Lennar Associates. Proper, regular Home maintenance is vital, and failure to perform required maintenance may limit your Warranty rights. While we are confident that Lennar can resolve Warranty items to your satisfaction, **you should be aware that this Limited Warranty includes a requirement that all disputes be submitted to binding arbitration.**

Attached Home Protection

For townhomes, condominiums, and other attached homes (“Attached Home”), Lennar Limited Warranty also provides limited protection for the portion of a structure in which a Home is located that is maintained by a homeowners' association and defined as a common element by either state law or by the declaration of conditions, covenants and restrictions (or similar recorded document defining an association's responsibilities). The protection for these common elements is the same as outlined in the prior sections and is subject to the same limitations. Only common elements that are a portion of the structure in which the Home is located are covered. The Lennar Limited Warranty does not provide coverage for any other common elements, including, but not limited to, clubhouses, accessory buildings, garages, carports, landscaping or sport courts. Any warranty claim relating to an Attached Home must be reported prior to the expiration of the applicable coverage. Unless prohibited by applicable law, only the homeowners' association may make warranty claims for the covered common element and only individual homeowners may make warranty claims for all other Home components.

Transferability

All of your rights and obligations under the Lennar Limited Warranty shall, unless previously released by you or your successor, fully transfer to each successor owner of the Home, including any mortgagee in possession, for the remainder of the applicable Warranty Term and any transfer shall in no way affect, increase or reduce the coverage under the Lennar Limited Warranty for its unexpired term. If you sell the Home during the Warranty Term, you agree to give this Warranty Manual to the successor owner to inform the successor owner of warranty rights and to otherwise make it possible for the successor owner to fulfill the successor owner’s obligations under the terms of the Lennar Limited Warranty. If you are an owner who is not the original purchaser of the Home, you are bound by all the terms and conditions of the Lennar Limited Warranty including, but not limited to, claims procedures and the requirement to submit any disputes that may arise under the Lennar Limited Warranty to binding arbitration.

Requesting Service Through the Lennar Limited Warranty

Warranty information for the Home is available to you through your Lennar Account. Lennar Account can be accessed through a standard web browser ("Lennar Account"). If you believe that a component of the Home is not performing to the Lennar Limited Warranty standards during the applicable Warranty Term, you must use your Lennar Account to submit a claim ("Notice of Claim"). If you are unable to access your Lennar Account, you may contact us via email at LennarCares@lennar.com.

The Notice of Claim must list the specific warranty claim and the date that you first observed the condition that is the subject of the claim. You must notify Lennar of any observed component that you believe is not performing to Lennar Limited Warranty standards as soon as possible and in no event later than the date the applicable warranty expires, by submitting the Notice of Claim as outlined above.

We must receive your Notice of Claim not later than thirty (30) days after the applicable Workmanship, Systems or Structural Warranty expires or we will have no further obligation to you under the Lennar Limited Warranty. Lennar is not responsible for repairs or any other costs or expenses (including, but not limited to, attorneys' fees and engineers' fees) incurred by you prior to the date you give Lennar a Notice of Claim. In the event that you fail to notify us and give us the opportunity to inspect and repair the conditions giving rise to your claim, Lennar will not be responsible for any repairs or any other costs or expenses (including, but not limited to, attorneys' and engineers' fees) you incur to address the claim.

We will respond to a timely Notice of Workmanship or System Claim within thirty (30) days and complete any warranted repairs within sixty (60) days of receipt of your written Notice of Claim to us unless (i) you or other events beyond our reasonable control delay our completion (including a failure to allow prompt inspections of the Home), or (ii) the condition reasonably requires more than sixty (60) days to properly repair. If we determine that any of the Workmanship or Systems items you report to us are not covered by the Lennar Limited Warranty, we will endeavor to advise you in writing within thirty (30) days of our determination of no coverage.

Additional time may be required for us to assess structural claims and evaluate our response. As such, we will respond to any Notice of Structural Claim within sixty (60) days of receipt of your written Notice of Structural Claim unless you or other events beyond our control delay our response (including a failure to allow prompt inspections of the Home). Additional time may be required to investigate, design, implement and/or complete structural repairs beyond the sixty (60) days by which we commit to complete Workmanship/Systems repairs. If we determine that any of the Structural items you report to us are not covered by the Lennar Limited Warranty, we will endeavor to advise you in writing within thirty (30) days of our determination of no coverage.

Investigation of claims often requires inspection of the Home, and under certain circumstances, invasive testing might be needed. We may request additional documents or information from you, and you agree as part of the Lennar Limited Warranty to fully cooperate with the investigation of your claim. By submitting a Notice of Claim, you agree to grant Lennar and/or its representatives prompt and complete access to the Home during standard business hours of 8 a.m. to 5 p.m. Monday through Friday to inspect, repair and conduct tests in the Home as we may deem necessary. If you refuse to allow us access to the Home, such denial of access shall void the Lennar Limited Warranty with respect to your claim.

Lennar reserves the option to repair, replace or pay you the reasonable cost of repair or replacement for any warranted and covered claim. Prior to Lennar undertaking repairs, replacement or payment, you agree to assign to Lennar all claims you may have against any other person or entity who Lennar or you believe may have any responsibility associated with the warranted and covered claim. If you believe that we have not met our obligations under the Lennar Limited Warranty, you may seek resolution of any claim you may have pursuant to the mediation/arbitration provisions set forth in the following section of the Warranty Manual.

Mediation/Arbitration of Disputes

The mediation and dispute resolution provisions of the Lennar Purchase and Sale Agreement regarding the Home (and the documents recorded on title to the Home, including the deed transferring the Home from Lennar to the original homeowner) ("Documents") govern all controversies, disputes, or claims ("Disputes") arising under or related to this Lennar Limited Warranty and are incorporated by reference as if fully set forth herein.

As more fully set forth in the Documents, the right to a jury trial is waived and all such disputes shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. Disputes may only be brought on an individual basis and not as a purported class or representative action or collective proceeding. The arbitrator(s) may not consolidate or join claims regarding more than one property and may not otherwise preside over any form of a consolidated, representative, or class proceeding. If the homeowner (including any subsequent homeowner) is unable to locate the Documents containing the mediation and dispute provisions, the homeowner should contact Lennar for a copy.

What's Not Covered by your Lennar Limited Warranty

In addition to other limitations and exclusions set forth in this Lennar Limited Warranty and the accompanying Workmanship, Systems and Structural Standards, the Lennar Limited Warranty does not provide coverage for the following items, which are specifically excluded:

1. Damage to any property, fixture, structure, improvement or appurtenance that was not constructed by Lennar. You shall be responsible for paying any costs required to remove such property, fixture, structure, improvement or appurtenance if Lennar deems it reasonably necessary to address a warranty claim;
2. Damage to land, landscaping (including sodding, seeding, shrubs, trees and planting), sprinkler systems, outbuildings, carports, or any other appurtenant structure or attachment to the dwelling, or other additions or improvement not a part of the Home;
3. Loss or damage which arises while the Home is being used primarily for nonresidential purposes;
4. Damages caused by changes in the level of the underground water table which were not reasonably foreseeable at the time of construction of the Home;
5. Loss of use of all or a portion of the Home;
6. This warranty does not apply to any manufactured item such as appliances, fixtures, equipment (except as specifically defined in the Workmanship, Systems and Structural Standards) or any other item which is covered by a manufacturer's warranty, nor does it cover conditions that are caused by failure of any such manufactured item. Appliances and items of equipment not covered by this Limited Warranty, include but are not limited to: air conditioning units, attic fans, boilers, security systems, carbon monoxide detectors, ceiling fans, central vacuum systems, chimes, dishwashers, dryers, electric meters, electronic air cleaners, exhaust fans, fire alarms, fire protection sprinkler systems, freezers, furnaces, garage door openers, garbage disposals, gas meters, gas or electric grills, heat exchangers, heat pumps, humidifiers, intercoms, oil tanks, outside lights or motion lights not attached to the Home, range hoods, ranges, refrigerators, sewage pumps, smoke detectors, solar collectors, space heaters, sump pumps, thermostats, trash compactors, washers, water heaters, water pumps, water softeners, whirlpool baths, and whole home fans. Please note that the Workmanship, Systems and Structural Standards include reference to some items covered by this paragraph but the inclusion of those items in the Workmanship, Systems and Structural Standards is not intended to limit this exclusion. Any equipment failure covered by this paragraph is excluded from the Lennar Limited Warranty and covered only by a manufacturer's warranty, if any;
7. Any condition which has not resulted in actual physical damage to the Home;

8. Any loss or damage that is caused or made worse by any of the following causes, whether acting alone or in sequence or concurrence with any other cause or causes whatsoever, including without limitation, or negligence on the part of any person:

- Negligence, defective material or work supplied by, or improper operation by, anyone including you or your family other than Lennar or its employees, agents or subcontractors, including failure to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;
- Change of the grading of the ground that alters the original grade or flow of water at the Home, or does not comply with accepted grading practices;
- Riot or civil commotion, war, vandalism, hurricane, tornado or other windstorm, fire, explosion, blasting, smoke, water escape, tidal wave, flood, hail, snow, ice storm, lightning, falling trees or other objects, aircraft, vehicles, mudslide, avalanche, earthquake, volcanic eruption or Acts of God;
- Abuse of the Home, or any part thereof;
- Microorganisms, fungus, decay, wet rot, dry rot, soft rot, rotting of any kind, mold, mildew, vermin, termites, insects, rodents, birds, wild or domestic animals, plants, corrosion, rust, radon, radiation, formaldehyde, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant or carcinogenic substance, whether organic or inorganic, and electromagnetic field or emission, including any claim of health risk or uninhabitability based on any of the foregoing;
- Your failure to minimize or mitigate any defect, condition, loss or damage as soon as practicable.

9. Any loss or damage caused by buried debris (unless such debris was buried by Lennar or its employees, agents or subcontractors), underground springs, sinkholes, mineshafts or other subsurface anomalies;

10. Any request for warranty performance submitted after an unreasonable delay from notice of the condition or, in any event, later than thirty (30) days after the expiration of the applicable Warranty Term;

11. Any condition or claim related to sound transmission or sound proofing between floor levels in the Home or common walls separating attached Homes;

12. Conditions consistent with or caused by normal wear and tear, including normal wear and tear caused by weather and/or other environmental conditions;

13. Any condition caused by the homeowner's failure to properly maintain the Home; or

14. Any and all exclusions set forth in the Workmanship, Systems and Structural Standards.

Limitations on Lennar Limited Warranty

Homeowner/HOA Obligations. You (and your HOA if the Home includes covered common elements) are obligated to care for the Home in such a way as to prevent or minimize damage to it and to properly maintain the Home. You should be aware that all homes go through a period of settlement and movement. During this period, the Home or components of the Home may experience some material shrinkage, cracking and other events which are normal and customary. Remember that you, and where applicable your HOA, are responsible for proper maintenance of the Home and Lennar’s warranty obligations are limited as explained above, and this limitation applies regardless of whether the improper maintenance is caused by you or your HOA. Proper maintenance includes, without limitation, maintaining the original grades around the Home, planting trees and shrubs at a proper distance from the Home and conforming to generally accepted landscape practices for your region. Changing the drainage and grading patterns or trapping water near the Home as a result of homeowner or HOA changes in grades and landscaping may cause damage to your foundation and is not covered by this warranty. In addition to any other applicable warranty coverage exclusions, if the Home includes covered common elements, this warranty shall not cover any condition caused or contributed to by your HOA’s failure to properly maintain the covered common elements and such failure shall be an absolute bar to any warranty claim by you or the HOA for any such condition.

Disclaimer of Implied Warranties. Except as prohibited by laws of the state in which the Home is located, all other warranties, express or implied, including but not limited to any implied warranty of habitability, are hereby expressly disclaimed and waived. The terms of the Lennar Limited Warranty shall not be added to or varied either orally or in writing, and you agree to immediately notify Lennar if you believe any employee or agent of Lennar has added to or varied, either orally or in writing, the terms of the Lennar Limited Warranty. Such notification shall not be deemed as a modification of the agreement regardless of whether Lennar responds to the notice either verbally or in writing. In the event that any provision of the Lennar Limited Warranty is determined to be unenforceable in your state, such determination shall not affect the validity of the remaining provisions of the Lennar Limited Warranty.

Cap on Lennar Limited Warranty. Lennar’s total financial obligations under the Lennar Limited Warranty are limited to the original sales price of the Home. This cap is calculated based on the cumulative total of all repairs, replacements or payments made during the Lennar Limited Warranty. Our costs of designing, accomplishing and monitoring repair to the Home are included in this cumulative total.

Consequential Damages Not Covered. Lennar shall not be liable for, and you expressly waive recovery of, any consequential damages that may result from the condition of any component of the Home, including but not limited to: any diminution in value of the Home before or after repairs are performed; lost profits; damages to personal property; any personal injury of any kind including physical or mental pain and suffering or emotional distress, and any medical or hospital expenses; costs of food, moving and storage, relocation expenses, or rental value of the Home or any other costs due to loss of use, inconvenience or annoyance during repairs. Lennar will, however, reimburse you for reasonable costs of temporary hotel accommodation and a reasonable daily food allowance for such period of time that the repairs required by the claim are so extensive that you cannot reasonably reside in the Home during the repairs.

Other Coverage. Lennar shall not be responsible for, and the Lennar Limited Warranty shall not cover, any damages, costs or expenses that are covered by your homeowners insurance or other insurance, government, or third-party reimbursement programs. To the extent permitted by law, Buyer and Buyer's insurance carrier waive any right of subrogation that Buyer or its insurance carrier may have in relation to any claim that may be made under this Warranty.

Not an Insurance Policy. The Lennar Limited Warranty is not an insurance policy and Lennar does not provide you any insurance through the Lennar Limited Warranty or otherwise. You should always obtain homeowners insurance to protect the Home, and your bank or other mortgage provider may require homeowners insurance if you have a mortgage.

Discretion to Repair, Replace or Make Payment. Lennar reserves the option, at its sole discretion, to repair, replace or pay you the reasonable cost of repair or replacement for any claim made under this Lennar Limited Warranty. The design method and manner of any repair shall also be at Lennar's sole discretion.

Warranty Terms Not Extended. The warranty terms of the Lennar Limited Warranty shall not be extended by any repair, replacement or payment made under the Lennar Limited Warranty. There shall be no warranty, express or implied, arising from repair or replacement work performed by or on behalf of Lennar except for the remaining original warranty term.

Limitations on Structural Repairs. Structural repairs are limited to only those (i) repairs of damage to load-bearing portions of the Home that are necessary to restore their load-bearing function; (ii) repair of those non-load bearing portions damaged by the condition that gives rise to the claim, where repair is required to make the Home safe, sanitary or otherwise livable; and (iii) repair and cosmetic correction of only those surfaces, finishes and coverings, original to the Home, that were damaged by the condition giving rise to the claim or by the repair of the condition giving rise to the claim.

Limitations on Post-Repair Condition of Home. Repairs undertaken under the Lennar Limited Warranty are intended to restore the Home to approximately the same condition as existed prior to the claim, but not necessarily to like-new condition.

Previously Known Conditions. The Lennar Limited Warranty covers only those conditions which first occur during the term of the Lennar Limited Warranty. In addition, any conditions you knew about prior to the Effective Date of the Lennar Limited Warranty such as items identified in the "walk-through," "punch-list," or in the case of a previously owned home, conditions that were identified on a home inspection report or were apparent through any reasonable inspection are not covered by the Lennar Limited Warranty.

State Specific Limitations/Clarifications

Certain states have special laws that affect new home warranties. If the Home is located in one of the states listed below, the information set forth for your state modifies or adds to the terms of this Warranty. If the Home is not located in one of the following states, the following language is inapplicable to you and your Lennar Limited Warranty. To the extent any applicable state statute invalidates any specific provision of this Warranty, the remaining provisions of the Warranty shall remain in full force and effect.

Alabama

WAIVER OF WARRANTIES AND CLAIMS. THIS LIMITED WARRANTY AGREEMENT IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY AND WORKMANSHIP AND IS ALSO IN LIEU OF ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, MENTAL ANGUISH OR DISTRESS, AND FOR DAMAGES BASED UPON NEGLIGENCE, AND PURCHASER HEREBY EXPRESSLY WAIVES AND DISCLAIMS ANY SUCH WARRANTIES AND CLAIMS WITH RESPECT TO BOTH THE DWELLING AND THE REAL PROPERTY UPON WHICH THE DWELLING HAS BEEN CONSTRUCTED.

Additionally, Buyer and Seller acknowledge and agree that this Limited Warranty Agreement substantially affects interstate commerce by virtue of the materials and components contained in the Home. It is understood that the parties have voluntarily chosen to arbitrate their disputes in lieu of resolving disputes by a jury trial or a trial in court.

Arizona

Whether mediation occurs is at homeowner's option. The procedures in the Arizona Purchaser Dwelling Act, A.R.S. 12-1363, et seq., shall apply to all Disputes, and homeowner must comply with all such procedures.

California

The Lennar Limited Warranty is intended to meet or exceed the construction standards provided under California Civil Code section 895, et seq., ("Construction Standards"). Where the Construction Standards provides greater coverage than the Limited Warranty Workmanship, Systems and Structural Standards, the Construction Standards shall apply. Nothing in this Limited Warranty or any other document provided by Lennar in conjunction with the sale of the Home diminishes any rights or obligations you or Lennar may have under the California Civil Code Sections 895 through 945.5. To the extent any applicable state statute invalidates any specific provision of this Warranty, the remaining provisions of the Warranty shall remain in full force and effect.

Colorado

Any provision of the Lennar Limited Warranty that purports to waive or that limits claims for relief are not intended and will not be applied to constitute a waiver of, or limitation on, the legal rights, remedies or damages provided by the Construction Defect Action Reform Act, C.R.S. 13-20-801 et seq., or provided by the Colorado Consumer Protection Act, Article 1 of Title 6, C.R.S., as described in the Construction Defect Action Reform Act, or on the ability to enforce such legal rights, remedies, or damages within the time provided by applicable statutes of limitation or repose. Any requirement to participate in mediation prior to filing an arbitration proceeding and to participate in an arbitration proceeding do not constitute a waiver of, or limitation on, the legal rights, remedies or damages provided by the Construction Defect Action Reform Act and are not rendered void by the Construction Defect Action Reform Act.

Florida

The Workmanship Warranty, Systems Protection Warranty, Structural Protection Warranty, Attached Home Protection, and Transferability of such warranties set forth on pages 3 and 4 of this Limited Warranty Manual meet the requirements of Section 553.837, Florida Statutes, in that those express written warranties are the same or greater than what is required in Section 553.837(2), Florida Statutes.

The Florida Condominium Act (Chapter 718, Florida Statutes) governs residential condominiums and the condominium property maintained by condominium associations. The Lennar Limited Warranty does not replace, limit, or waive any statutory warranty rights available to buyers of residential condominium units under Section 718.203 of the Florida Condominium Act. The implied warranties of fitness and merchantability for condominium units, improvements for the use of unit owners, common elements, and certain structural components and building systems provided by the developer for the periods established in Section 718.203 of the Condominium Act are not superseded by the Lennar Limited Warranty. If you are buying a residential condominium unit, in addition to any rights provided to you under the Lennar Limited Warranty, you will retain all rights and remedies available under Section 718.203 of the Florida Condominium Act.

Georgia

Lennar and Homeowner expressly agree that the arbitration provisions set forth in this Lennar Limited Warranty establish the exclusive means to resolve all disputes that may arise between you and Lennar (unless a statute expressly provides otherwise).

Iowa

The Disclaimer of Implied Warranties section above does not apply to the implied warranties of workmanship and habitability. All other implied warranties are disclaimed to the fullest extent of Iowa law.

Maryland (Non-Montgomery County)

The Lennar Limited Warranty is intended to meet or exceed the terms and rights available under Maryland Code section 10-601 et seq., and Lennar warrants that for a period of two years, the Home will be free of any defect in the electrical, plumbing, heating, cooling, and ventilating systems. Notwithstanding provisions to the contrary in the Lennar Limited Warranty, Lennar warrants appliances, fixtures, and items of equipment that we install, but the warranty period is limited to the length and scope of the manufacturer warranty on the item.

Maryland (Montgomery County, only)

The Lennar Limited Warranty is intended to meet or exceed the terms and rights required by the Montgomery County Code. The Lennar Limited Warranty will provide the greater of the coverage of the Lennar Warranty Workmanship, Systems and Structural Standards or the Montgomery County Code, whenever they are in conflict.

Additionally, this Lennar Limited Warranty is intended to meet or exceed the terms and rights set forth in the Montgomery County Code related to consequential damages arising as a result of construction defects. The Lennar Limited Warranty will cover the greater of the damages provided in the Lennar Limited Warranty or the requirements of the Montgomery County Code, whenever there is a conflict between them.

You may obtain a copy of the applicable county warranty requirements from Montgomery County directly.

Minnesota

The Lennar Limited Warranty is intended to meet or exceed the statutory warranties contained in Chapter 327A of Minnesota Statutes. Where the statutory coverage provides greater coverage than the Lennar Warranty Workmanship, Systems and Structural Standard, the statutory coverage shall apply.

The Minnesota Common Interest Ownership Act (Chapter 515B of Minnesota Statutes, also known as “MCIOA”) governs communities containing attached homes and communities containing detached homes with exterior maintenance provided by a homeowner’s association. With respect to homes that are subject to MCIOA, the Lennar Limited Warranty is intended to meet or exceed the statutory warranties contained in Sections 4-112 through 4-115 of MCIOA. Where the statutory coverage provides greater coverage than the Lennar Warranty Workmanship, Systems and Structural Standard, the statutory coverage shall apply.

To preserve your rights under the Lennar Limited Warranty in Minnesota, you must notify us in writing of your claim no later than six months after the applicable warranty time periods expire.

The provisions above governing Disputes (the “Dispute Provisions”) are intended to comply with applicable law, including the Minnesota Uniform Arbitration Act contained in Chapter 572B of Minnesota Statutes. In the event of conflict or inconsistency between the Dispute Provisions and any applicable law (a) the Dispute Provisions shall prevail over any waivable or modifiable provisions of applicable law, and (b) the Dispute Provisions shall be automatically deemed modified to the limited extent necessary to comply with any non-waivable or non-modifiable provisions of applicable law, including those set forth in Minnesota Statutes Section 572B.04.

Missouri/Nebraska

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Oregon/Washington

Please acknowledge RECEIPT of our offer of the Lennar Limited Warranty by signing here:
Homebuyer(s) Signature(s):

- 1. _____
- 2. _____

Please indicate ACCEPTANCE of the Lennar Limited Warranty by signing here (not signing shall constitute your rejection of the Lennar Limited Warranty):
Homebuyer(s) Signature(s):

- 1. _____
- 2. _____

South Carolina

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, SECTION 15-48-10, ET. SEQ. CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED.

Virginia

The Virginia Contractor Transaction Recovery Act provides relief to eligible consumers who have incurred losses through the improper or dishonest conduct of a licensed residential contractor. To contact the Virginia Board for Contractors to discuss whether you are eligible to file a claim you may visit the Board's website at <http://www.dpor.virginia.gov/boards/contractors/> or you may reach the board by e-mail at contractors@dpor.virginia.gov or by telephone at (804) 367-2785. Information may also be obtained from the Recovery Fund Office of the Department of Professional and Occupational Regulation at: Recovery Fund Office DPOR, 9960 Mayland Drive, Suite 400, Richmond, VA 23233.

West Virginia

The West Virginia Uniform Common Interest Ownership Act (Chapter 36B of the West Virginia Code, also known as the “West Virginia CIO Act”) applies to certain real estate contained within common-interest communities, which generally means, and is more thoroughly defined within the West Virginia CIO Act, as real estate by which ownership creates an obligation to pay for real estate taxes, insurance premiums, maintenance or improvement of other real estate. See W. Va. Code § 36B-1-103(7). With respect to homes that are subject to the West Virginia CIO Act, the Lennar Limited Warranty is intended to meet or exceed the statutory warranties contained in Sections 4-113 through 4-116 of the West Virginia CIO Act. Where the statutory coverage provides greater coverage than the Lennar Warranty Workmanship, Systems and Structural Standard, the statutory coverage shall apply.

Wisconsin

The Lennar Limited Warranty is intended to meet or exceed the terms and rights contained in Wisconsin Stat. section 895.447 related to limitations of tort liability in construction contracts. The Lennar Limited Warranty will cover the greater of the damages provided in the Lennar Limited Warranty or the requirements of this provision of the Wisconsin Statutes, whenever there is a conflict between them. The Lennar Limited Warranty is intended to meet or exceed the terms and rights contained in Wisconsin Stat. section 895.07 related to notice of claims and opportunity to repair rights. If you submit a timely and proper written notice of claim pursuant to this statutory provision, Lennar will respond in writing within the time period required by Wisconsin law, unless Lennar and the claimant alter the procedure within the Code, by mutual written agreement, after service of the initial notice of claim.

Lennar Workmanship, Systems and Structural Standards

The following Workmanship, Systems and Structural Standards have been developed and accepted by the residential construction industry in general. The following standards are expressed in terms of required standards under the Lennar Limited Warranty. Lennar shall correct any condition that does not comply with these standards that occurs within the applicable warranty term. Lennar will attempt to match and replace with Homeowner’s original choice of colors and materials, except where Homeowner custom-ordered the items. Lennar is not responsible for discontinued items, changes in dye lots, colors or patterns, or items ordered outside of the original construction and does not guarantee an exact match to any paint color or other finish.

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Workmanship Standards and Exclusions (1 year)

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1-2-10 Limited Warranty

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
APPLIANCES	
Chipped or scratched appliances	Performance Standard: Scratched or chipped finishes on porcelain, glass or other surfaces on laundry, kitchen or bar appliances due to construction activities are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Defective fixture, fitting or appliance	Performance Standard: Kitchen, laundry and specialty appliances that fail to function per the manufacturer's specifications will be addressed by the manufacturer under the manufacturer's warranty, if any. Responsibility: It is the homeowner's responsibility to register all kitchen, laundry, and other specialty appliances with their respective manufacturers. Proper registration ensures that the homeowner can easily contact the manufacturer for service, support, or warranty-related issues.
CABINETS AND COUNTERTOPS	
Cabinet door will not stay closed	Performance Standard: Cabinets that do not hold the door in a closed position are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Cabinets do not line up with each other	Performance Standard: Cabinet faces more than 1/8-inch out of line, and cabinet corners more than 3/16-inch out of line, are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Chips, cracks, scratches on countertop, cabinet, fixture, fitting or appliance	Performance Standard: Chips, cracks, scratches on countertop, cabinet, fixture, fitting or appliance due to construction activities are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Countertop not level	Performance Standard: Hard surface countertops that are not level to within 1/4-inch in any 6-foot measurement are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Crack in door panel	Performance Standard: Cracks in cabinet door panels due to construction activities are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Damaged solid surface tops	Performance Standard: Solid surface countertops shall be free of scratches visible from a distance of 6 feet in normal lighting conditions at time of acceptance of the home. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Gaps between cabinets, ceiling and walls	Performance Standard: Countertops, splash boards, base and wall cabinets are to be securely mounted. Gaps in excess of 1/4-inch between wall and ceiling surfaces are a deficiency. Responsibility: Builder shall make necessary adjustment of cabinets and countertop or close gap by means of molding suitable to match the cabinet or countertop finish, or as closely as possible; or other acceptable means, including caulking, putty, scribe molding or by repositioning the cabinets.
Kitchen and vanity cabinet doors and drawers bind	Performance Standard: Cabinet doors and drawers that do not easily open or close are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Manufactured marble vanity top cracks at drain	Performance Standard: Vanity tops that crack due to construction activities are a deficiency. Solid surface countertops shall be free of scratches visible from a distance of 6 feet in normal lighting conditions at time of acceptance of the home. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Surface cracks and delaminations in high pressure laminates of vanity and kitchen cabinet countertops	Performance Standard: Countertops fabricated with high-pressure laminate coverings that delaminate or have surface cracks or joints exceeding 1/16-inch between sheets are considered deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Warping of kitchen and vanity cabinet doors and drawer fronts	Performance Standard: Warpage that exceeds 1/4-inch as measured from the face of the cabinet frame to the furthestmost point of warpage on the drawer or door front in a closed position is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Wood cabinet finish variations	No coverage. All wood in any finish will exhibit color changes when exposed to light. All wood cabinets are constructed using different pieces of wood, and each piece will differ in color as well as change color in different ways. This color change is caused by variations in the minerals and acids from the soil and other conditions created by the growth environment of a tree. These variations in graining and color are characteristics of a natural wood cabinet and are not considered defects. Wood has these variations, and these variations are not covered by the Warranty.
CARPENTRY/FRAMING	
Bowed stud walls or ceilings	Performance Standard: All interior and exterior frame walls or ceilings have slight variations on the finish surfaces. Walls or ceilings that are bowed more than 1/2-inch within a 32-inch horizontal measurement; or 1/2-inch within any 8 foot vertical measurement are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Excessive deflection observed in floor or roof constructed of wood I-joists	Performance Standard: All beams, joists, rafters, headers, and other structural members constructed of wood I-joists that are not sized, and fasteners spaced, according to manufacturer's specifications for size, length, and spacing are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Exterior moisture barrier on wall	Performance Standard: An exterior moisture barrier that allows an accumulation of moisture inside the barrier is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Penetrations made by the Homeowner through the exterior moisture barrier that permit the introduction of moisture inside the barrier are excluded.
Exterior sheathing and subflooring which delaminates or swells	Performance Standard: Sheathing and subflooring delaminating or swelling on the side that the finish material has been applied to is a deficiency. Responsibility: Builder shall repair or replace subflooring or sheathing as required. Replacement of the finish materials, when necessary, shall be done to match the existing finish as closely as possible.
Floor and stair squeaks	Performance Standard: Loud and objectionable squeaks caused by improper installation or loose subfloors, stair risers, or treads are considered deficiencies. However, it is not possible to guarantee a completely squeak-proof floor system or stair assembly. Responsibility: The Builder shall refasten any loose subfloor, stair riser, or tread, or take other reasonable corrective actions to reduce squeaking without requiring removal of floor or ceiling finishes. Squeaks often occur when loose components deflect under weight and rub against fasteners or adjacent framing members. Acceptable corrective methods may include nailing or refastening through finished surfaces when necessary and practical. The Builder shall make a reasonable effort to reduce the squeaking to the extent possible within normal repair capability.
Gaps exist between interior stair railing parts	Performance Standard: Gaps between interior stair railing parts that exceed 1/8-inch in width are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Gaps exist between interior stair risers, treads, and/or skirts	Performance Standard: Gaps between adjoining parts that are designed to meet flush that exceed 1/8-inch in width are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Interior stair railing lacks rigidity	Performance Standard: Interior stair railings that are not attached to structural members in accordance with applicable codes are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Interior stair tread deflects too much	Performance Standard: An interior stair tread that deflects in excess of 1/8-inch at 200 pounds force is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Split or warped rafters or trusses	No coverage. Some splitting or warping is normal and is caused by high temperature effects on lumber.
Springiness, bounce, shaking, or visible sag is observed in floor or roof	Performance Standard: All beams, joists, rafters, headers and other structural members shall be sized and fasteners spaced according to the National Forest Products Association span tables or local building codes. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Uneven wood framed floors	Performance Standard: Sub-flooring that has excessive humps, ridges, depressions or slopes within any room that equals or exceeds 3/8-inch in any 32-inch direction is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Wood beam or post is split	Performance Standard: Beams or post, especially those 2-1/2 inches or greater in thickness, will sometimes split as they dry subsequent to construction. Unfilled splits exceeding 1/4-inch in width and all splits exceeding 3/8-inch in width are deficiencies. Responsibility: Builder shall repair or replace as required. Filling splits is acceptable for widths up to 3/8-inch. Exclusion: Some characteristics of drying wood are beyond the control of the Builder and cannot be prevented.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Wood beam or post is twisted, bowed or cupped	Performance Standard: A non-structural post or beam having a warp or twist equal to or exceeding 1-inch in 8 feet of length is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Wood floor is out of level	Performance Standard: If any point on the surface of a wood floor is more than 1/2-inch higher or lower than any other point on the surface within 20 feet, or proportional multiples of the preceding dimensions, it is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Wood floor is out of square	No coverage.
Wood frame walls out of plumb	Performance Standard: Wood frame walls that are more than 3/8-inch out of plumb for any 32-inch vertical measurement are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Wood frame walls out of square	Performance Standard: The diagonal of a triangle with sides of 12 feet and 16 feet along the edges of the floor that is not 20 feet plus or minus 1/2-inch is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Wood, concrete, masonry or steel columns are bowed or out of plumb	Performance Standard: Wood columns that are bowed in excess of 1/2-inch in 8 feet or out of plumb in excess of 1/8-inch in any 12 inches or 3/4-inch in 8 feet when measured from base to top of column are a deficiency. Concrete columns installed with a bow in excess of 1-inch in 8 feet are a deficiency. Concrete columns installed out of plumb in excess of 1/4-inch in 12 inches when measured from the base to the top of the column, not to exceed 1-1/2 inches in 8 feet are a deficiency. Exposed concrete columns bowed or out of plumb in excess of 1-inch in 8 feet are a deficiency. Masonry columns installed out of plumb in excess of 1/4-inch in 12 inches when measured from the base to the top of the column not to exceed 1-1/2 inches in 8 feet are a deficiency. Masonry columns bowed or out of plumb more than 1-inch in 8 feet are a deficiency. Steel columns out of plumb in excess of 1/8-inch in 12 inches when measured from the base to the top of the column are a deficiency. Steel columns bowed or out of plumb in excess of 3/8-inch in 8 feet when measured vertically are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
CHIMNEY/FIREPLACE	
Brick veneer spalling from chimney surface	Performance Standard: Spalling of newly manufactured brick is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Chimney separation from structure to which it is attached	Performance Standard: Newly built fireplaces will often incur slight amounts of separation. Separation that exceeds 1/2-inch from the main structure in any 10-foot vertical measurement is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Caulking or grouting is acceptable unless the cause of the separation is due to Structural Failure of the chimney foundation. In that case, caulking is unacceptable.
Crack in masonry chimney cap or crown causes leakage	Performance Standard: It is normal for caps to crack due to expansion and contraction; however, where leaks occur with cracking, it is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Cracks in masonry hearth or facing	Performance Standard: Small hairline cracks in mortar joints resulting from shrinkage are not unusual. Cracks in stone or brick hearth or facing greater than 1/4-inch in width are deficiencies. Responsibility: Builder shall repair cracks exceeding standard by pointing or patching. Builder is not responsible for color variations between existing and new mortar. Exclusion: Heat and flames from normal fires can cause cracking on firebrick and mortar joints. This should be expected and is not covered by the Warranty.
Firebox lining damaged by fire	No coverage. Heat and flames may cause discoloration.
Firebrick or mortar joint cracks	No coverage. Heat and flames from normal fires can cause cracking.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Fireplace or chimney does not draw properly causing smoke to enter home	Performance Standard: A properly designed and constructed fireplace or chimney shall function correctly. High winds can cause temporary negative or down drafts. Negative drafts can also be caused by obstructions such as tree branches, steep hillsides, adjoining homes, and interior furnaces. In some cases, it may be necessary to open a window slightly to create an effective draft. Since negative draft conditions could be temporary, it is necessary for the Homeowner to substantiate the problems to the Builder by constructing a fire so the condition can be observed. Responsibility: When it is determined that the malfunction is based upon improper construction of the fireplace, the Builder shall take the necessary steps to correct the problem. Exclusions: When it is determined that the fireplace is properly designed and constructed, but still malfunctions due to natural or other causes beyond Builder's control, Builder is not responsible.
New chimney flashing leaks	Performance Standard: New chimney flashing that leaks under normal conditions is a deficiency except where the cause is determined to result from ice build-up or the owner's actions or negligence. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Pre-fab gas fireplace	No coverage.
Water infiltration into firebox from flue	No coverage. It is common for water infiltration to occur into the firebox from the flue. A certain amount of rainwater can be expected under certain conditions.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
CONCRETE	
Asphalt driveways	No coverage.
Basement or foundation wall cracks, other than expansion or control joints	Performance Standard: Cracks that allow water to enter through the basement or crawl space wall or seep through the basement floor are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Deficiencies caused by the 1) Homeowner improperly modifying the existing grade or allowing water from an irrigation system to cause water to accumulate excessively under the foundation; 2) Homeowner allowing landscape plantings to interfere with proper drainage away from the foundation; or 3) Homeowner using the crawl space for storage of any kind are excluded from the Warranty.
Common area sidewalks	No coverage.
Concrete block or poured concrete basement wall is bowed or out of plumb	Performance Standard: Basement walls that bow or are out of plumb greater than 1-1/2 inches per 8 feet when measured vertically on the wall are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Concrete corners and edges	Performance Standard: Cracked concrete corners or edges are considered a deficiency when the crack creates a horizontal or vertical displacement greater than 1/4-inch, resulting in a trip hazard. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Concrete has protruding objects	Performance Standard: Concrete slabs that have protruding objects, such as a nail, rebar or wire mesh are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Concrete stair general standards	Performance Standard: Concrete stair steepness and dimensions, such as tread width, riser height, landing size and stairway width that do not comply with the Building Code are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Concrete stair handrail standards	Performance Standard: Handrails that do not remain securely attached to concrete stairs are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Handrails that do not remain securely attached because of ordinary wear and tear including but not limited to children sliding down the rail or otherwise playing on the rails are excluded.
Cracking of attached garage floor slab	Performance Standard: Cracks in attached garage floor slabs that exceed 1/4-inch in width or 1/4-inch in vertical offset are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Matching of concrete color or texture is not covered by the Warranty.
Cracking of detached garage floor slab	No coverage.
Cracking, settling or heaving of stoops and steps	Performance Standard: Stoops and steps that have settled, heaved or separated in excess of 1-inch from Home are a deficiency. Responsibility: Builder shall take corrective action necessary to meet the Standard.
Cracks in exterior concrete attached patio slab and sidewalks	No coverage. Driveways, sidewalks, stoops, patios, etc., are exposed to the elements year-round and are subject to wear and tear from weather. Cracks are to be expected due to curing, expansion and contraction.
Cracks in concrete floor of unfinished area (no floor covering) or in areas not designed for living	No coverage.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Cracks in concrete on-grade floors, with finish flooring	Performance Standard: Cracks that rupture or significantly impair the appearance or performance of the finish flooring material are deficiencies. Responsibility: Repair cracks as required so as not to be apparent when the finish flooring material is in place. Repair may include filling, grinding or use of a floor-leveling compound. Exclusion: Concrete slab-on-grade floors cannot be expected to be crack-free. Most cracking is minor and is the result of large areas of concrete shrinking as the concrete cures. These cracks do not affect the structural integrity of the Home. Since slab-on-grade floors are quite large, shrinkage cracks can be expected to occur randomly.
Cracks in visible face of foundation	No coverage.
Cracks/chips in masonry driveway	Performance Standard: Cracks or chips in a masonry driveway caused by construction activities are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Efflorescence is present on surface of basement floor	No coverage.
Expansion/control joint separation	No coverage. Concrete slabs are designed to move at control joints, and such movement does not require corrective action.
Exposed concrete wall has holes in it	Performance Standard: Holes in walls that are larger than 1-inch in diameter or 1-inch in depth are considered a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Exterior concrete finish	No coverage.
Exterior concrete paver surfaces	No coverage.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Garage concrete floor has settled, heaved, or separated	Performance Standard: A garage floor that settles, heaves, or separates in excess of 1-inch from the foundation of the Home is a deficiency. Responsibility: Builder will take corrective action necessary to comply with the Standard.
Interior concrete work is pitting, scaling or spalling	Performance Standard: Interior concrete surfaces that disintegrate to the extent that aggregate is exposed and loosened under normal conditions of use are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Builder is not responsible for deterioration caused by salt, chemicals, mechanical implements, or other factors beyond the Builder's control. Color variations are not covered by the Warranty.
Masonry (brick) driveway settlement/shifting	No coverage.
Masonry driveway color variation	No coverage.
Negative slope driveway	Performance Standard: A driveway with a negative slope is considered a deficiency for standard residential construction if not by intentional design based on approved grading plans or site conditions. Responsibility: For standard construction, the Builder shall take corrective action necessary to comply with the Performance Standard. Exclusions: Negative slope driveways are not considered a deficiency where site conditions require the lot to be below the roadway and the design has been approved.
Pop-outs in exterior concrete	No coverage.
Protruding object in exterior concrete	Performance Standard: Exterior concrete that has protruding objects, such as a nail, rebar or wire mesh is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Separation of brick or masonry edging from concrete slab or step	Performance Standard: It is common for the joint to crack between concrete and masonry due to the dissimilarity of the materials. Cracks in excess of 1/4-inch are a deficiency. Responsibility: Grout crack fully and reset loose masonry where required. Replacement of masonry material, if required, shall match the existing as closely as possible but Builder cannot guarantee an exact match.
Separation or movement of concrete slabs within the structure at construction and control joints	No coverage. Concrete slabs within the structure are designed to move at construction and control joints and are not deficiencies. The Homeowner is responsible for maintenance of joint material. Expansion joints are intentionally placed in some concrete surfaces to allow sections of concrete to expand and contract with changes in temperature, and control joints are intentionally placed in concrete to control cracking as concrete cures. Expansion and control joints often have inserted plastic barriers or have been grooved/notched during concrete placement and will have a tendency to move or crack in the joint area.
Surface scaling in exterior concrete	No coverage.
Uneven concrete floor slabs	Performance Standard: Concrete floors in rooms finished for habitability by Builder that have pits, depressions or areas of unevenness exceeding 3/8-inch in 4 feet are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Where applicable, surface patching is an accepted method of repair. Reinstall or replace any finish flooring material as necessary. Exclusion: Basement floors or where a floor or a portion of a floor has been designed for specific drainage purposes are excluded from the Standard.
Water ponding on exterior concrete surfaces	No coverage.
Water remains on stoops or steps after rain has stopped	Performance Standard: Water shall drain off outdoor stoops and steps. Minor amounts of water can be expected to remain on stoops and steps for up to 24 hours after rain. Responsibility: Builder shall take corrective action necessary to meet the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
DECKS	No coverage.
DOORS AND WINDOWS	
Bi-fold and pocket doors	Performance Standard: Pocket doors that rub in their pockets during normal operation are deficiencies. Bi-fold doors shall slide properly on their tracks at the time of closing. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusions: Cleaning and maintenance necessary to preserve proper operation are the Homeowner's responsibility.
Bottom of doors drag on carpet surface	Performance Standard: Where it is understood by Builder and Homeowner that carpet is planned to be installed as floor finish by Builder, the bottom of the doors which drag on the carpet are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: If the Homeowner selects a carpet with an excessively high pile, the Homeowner is responsible for any additional door undercutting required. The Builder is not responsible for door undercutting when the Homeowner installs their own carpet.
Broken glass or screen	Performance Standard: Broken glass or screen due to construction activities are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Clouding and condensation on inside surfaces of insulated glass	No coverage.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Condensation or frost on window frames and glass	No coverage. Windows and skylights will collect condensation on their interior surfaces when high humidity within the Home turns into water on the colder window or skylight surface. The Homeowner is responsible for controlling interior temperature and humidity to avoid condensation. Draperies and blinds should be left open to encourage air circulation and even temperatures during periods of cold weather and high interior humidity. Under the Warranty, no action on the part of the Builder is required.
Damage to metal doors	Performance Standard: A metal door that is dented or scratched due to construction activities is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Damage to metal garage door	Performance Standard: A metal garage door that is dented or scratched due to construction activities is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Damaged hardware	Performance Standard: Hardware shall not be scratched, chipped, cracked or dented due to construction activities. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Delaminated doors	Performance Standard: A door that delaminates is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Defective glass	Performance Standard: Defects, including stress cracks or failed seals in insulated windows, are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Door edge is not parallel to door jamb	Performance Standard: Door edge that is not within 3/16-inch of parallel to the door jamb is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Door hardware or kick plate has tarnished	No coverage.
Door panels shrink and expose bare wood	No coverage. Wooden panels will shrink and expand because of temperature and/or humidity changes, and may expose unpainted surfaces. This does not constitute a defect.
Door panels split	Performance Standard: Door panels that have split to allow light to be visible through the door are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Door swings open or closed by the force of gravity	Performance Standard: 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. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Doors that do not open and close freely without binding against the doorframe	Performance Standard: Passage doors that do not open and close freely without binding against the doorframe are deficiencies. Lock bolt is to fit the keeper to maintain a closed position. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Wood doors may stick during occasional periods of high humidity. Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Double hung windows do not stay in place when open	Performance Standard: Double hung windows are permitted to move within a 2-inch tolerance, up or down when put in an open position. Any excessive movement exceeding the tolerance is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Drafts around DOORS AND WINDOWS	Performance Standard: Some infiltration is usually noticeable around DOORS AND WINDOWS especially during high winds. No daylight shall be visible around frame when window or exterior door is closed. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: In high wind areas, the Homeowner may need to have storm windows and doors installed to eliminate drafts.
Excessive opening at the bottom of interior doors	Performance Standard: Passage doors from room to room that have openings between the bottom of the door and the floor finish material in excess of 1-1/2 inches are deficiencies. Closet doors having an opening in excess of 2 inches are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Gaps are visible around exterior door edge, door jamb and threshold	Performance Standard: Gaps greater than 1/4-inch are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Garage door	Performance Standard: A non-motorized, counterbalanced garage door shall hold in place at any open position and operate smoothly without being off track. A motorized garage door shall remain in place at any open position, operate smoothly throughout its full range of travel and not be off track. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Garage door fails to operate or fit properly	Performance Standard: Garage doors that do not operate and fit the door opening within the manufacturer's installation tolerances are deficiencies. Some entrance of the elements can be expected under heavy weather conditions and is not considered a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: No adjustment is required when cause is determined to result from anyone but Builder's or Builder's subcontractors' installation of an electric door opener.
Garage door opener	No coverage.
Garage door spring	Performance Standard: A garage door spring shall operate properly and shall not lose appreciable tension, break or be undersized. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Hardware does not work properly, fails to lock or perform its intended purpose	Performance Standard: Hardware finishes shall not be tarnished, blemished, corroded or stained due to construction activities, unless the finish is installed as a specialty feature. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: The Builder is not responsible for tarnished, blemished, or stained hardware finishes that have been damaged by factors that are beyond the manufacturer's or the Builder's control such as the Homeowner's use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to outdoor elements such as salt air or humidity.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Interior iron work	Performance Standard: Interior ironwork that has rusted is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The builder is not responsible for ironwork finishes that rust due to factors that are beyond the manufacturer's or the Builder's control such as the Homeowner's use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to humidity.
Loose hardware	Performance Standard: Hardware shall be installed securely and shall not be loose. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Loose or rattling latch	Performance Standard: Hardware shall function properly, without catching binding or requiring excessive force to operate. A door or window latch or lock shall close securely and shall not be loose or rattle. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Some minor movement should be expected.
Mirrors and shower doors	Performance Standard: A mirror, interior glass or shower door shall be securely mounted or attached to the supporting surface. Builder-installed fixtures, such as towel bars or door handles, shall be securely mounted. A mirror, interior glass, or shower door shall not be damaged due to construction activities. Imperfections in a mirror or shower door shall not be visible from a distance of 2 feet or more when viewed in normal light. When opening and closing, a shower door shall operate easily and smoothly without requiring excessive pressure. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Painted or stained doors	Performance Standard: A door or window shall be painted or stained according to the manufacturer's specifications. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Plastic molding behind storm door melts from exposure to sunlight	Performance Standard: The plastic moldings behind the storm doors should not melt if the storm panel is removed and reinstalled by the owner during normal maintenance operations. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Sliding patio door does not roll smoothly	Performance Standard: Sliding patio doors that do not roll smoothly at the time of closing are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: The cleaning and maintenance necessary to preserve proper operation are the Homeowner's responsibility.
Sliding patio doors and screens	Performance Standard: Sliding patio doors and screens that come off their tracks when sliding during normal operation are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Some entrance of the elements can be expected under windy conditions.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Storm doors, windows and screens do not operate or fit properly	Performance Standard: Storm doors, windows and screens, when installed, which do not operate or fit properly to provide the protection for which they are intended are considered deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Missing screens, rips or gouges in the screen mesh are not covered by this Warranty.
Warpage of interior or exterior doors	Performance Standard: Warping on doors that exceeds 1/4-inch as measured diagonally from corner to corner is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Warping that occurs to stain or lacquer-finished doors that are improperly maintained is the Homeowner's responsibility and is not covered by the Warranty.
Window is difficult to open or close	Performance Standard: Windows that require greater opening or closing force than the manufacturer's specifications are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Normal maintenance by the Homeowner includes keeping the tracks, channels and operating mechanisms clean and lubricated. For most windows, Homeowners should use a dry silicone spray lubricant on the tracks once each year.
Window or skylight leaks	Performance Standard: Water leaking through or around windows or skylights as a result of improper installation is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Water leaks at windows or skylights resulting from Homeowner damage, extreme weather or improper Homeowner maintenance are not covered by the Warranty. Water may become visible in window tracks and sliding glass door tracks during heavy rain and should drain to the outside of the Home.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Window scratches and imperfections	Performance Standard: Where a viewer looks through the window in daylight without direct sunlight, a potential imperfection that is in the view plane 90° to the window surface that is detectable from a distance of over 10 feet is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
ELECTRICAL	
Box or trim plate is not plumb or level	Performance Standard: A fixture, electrical box or trim plate that is not installed in accordance with the Code or is not plumb and level is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Ceiling fan vibrates	No coverage.
Chipped, cracked, dented or scratched fixture or trim plate	Performance Standard: Chipped, cracked, dented or scratched fixture or trim plate due to construction activity is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Drafts from electrical outlets	No coverage. The electrical junction box on exterior walls may produce a slight air flow whereby the cold air can be drawn through the outlet into a room. This problem is normal in new Home construction.
Electrical panel, breakers and fuses	Performance Standard: An electrical panel and breakers that "trip" inside designed breaker capacity (e.g., 15/20 amp) during normal residential usage are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The Builder is not responsible for electrical service interruptions caused by external conditions such as power surges, circuit overloads and electrical shorts.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Electrical wiring	Performance Standard: Electrical wiring installed inside the Home that is not installed in accordance with the Code and any other applicable electrical standards is a deficiency. Electrical wiring that is not capable of carrying the designated load as set forth in the Code is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The Builder shall not be responsible for utility improvements from the meter/demarcation point to the utility poles or the transformer. All electrical equipment shall be used for the purposes and/or capacities for which it was designed and in accordance with the manufacturer's specifications.
Exhaust fan	Performance Standard: An exhaust fan that does not operate within the manufacturer's specified noise level is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Fixtures, outlets, doorbells and switches	Performance Standard: Fixtures, outlets, doorbells and switches that are not installed according to the manufacturer's specifications are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Fuses blow, or circuit breakers kick out	Performance Standard: Fuses and circuit breakers that deactivate under normal usages, when reset or replaced are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Ground fault interrupter trips frequently	Performance Standard: Any GFCI device that fails to reset is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The Homeowner is responsible for repairing any device that causes the GFCI to trip.
Light fixture tarnishes	No coverage. Finishes on light fixtures may be covered under their manufacturer's warranty.
Low-voltage wiring	Performance Standard: Low-voltage wiring systems (including cable television, telephone, internet, and similar systems) that malfunction or are not installed in accordance with the Code or manufacturer specifications are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Malfunction of electrical outlets, switches, or fixtures	Performance Standard: All switches, fixtures and outlets which do not operate as intended are considered deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Receptacle/switch too far off wall	Performance Standard: A receptacle/switch that is more than 1/8-inch from the adjoining wall surface is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Smoke detector	No coverage.
Tarnished fixture or trim plate	No coverage.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
FENCING	No coverage.
FINISHES	
Angular gypsum wallboard joints are uneven	No coverage. This is a natural condition that occurs with randomly applied materials.
Cracked corner bead, excess joint compound, trowel marks or blisters in tape joints	Performance Standard: Cracked or exposed corner bead, trowel marks, excess joint compound or blisters in drywall tape are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Repairs should be completed near the end of the Warranty Term to allow for normal settling in the Home.
Cracks in exterior plaster wall and interior plaster ceiling details	Performance Standard: Hairline cracks are not unusual in plaster surfaces. Cracks in exterior plaster walls or interior plaster ceiling details that exceed 1/16 inch in width constitute a deficiency. Responsibility: The Builder shall take corrective action necessary to bring the plaster surfaces into compliance with this Performance Standard.
Drywall bowed	Performance Standard: A drywall surface that has a bow or depression that equals or exceeds 1/2-inch out of line within any 32-inch horizontal measurement as measured from the center of the bow or depression or 1/2-inch within any 8-foot vertical measurement is a deficiency. A ceiling made of drywall that has bows or depressions that equal or exceed 1/2-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-inch deviation from the plane of the ceiling within any 8-foot measurement is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Drywall cracks, texture variations	Performance Standard: Hairline cracks are not unusual. Cracks in interior gypsum board or other drywall materials exceeding 1/8-inch in width are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Drywall is crowning	Performance Standard: Crowning at a drywall joint that equals or exceeds 1/4-inch within a twelve-inch measurement centered over the drywall joint is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Drywall is out of plumb, level or square	Performance Standard: A drywall surface that is 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. that equals or exceeds 3/8-inch in any 32-inch measurement along the wall or surface is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Nail pops, blisters, or other blemishes on finished wall or ceiling	Performance Standard: Nail pops and blisters that are readily visible from a distance of 6 feet under normal lighting conditions are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Repairs should be completed near the end of the Warranty Term to allow for normal movement in Home. Exclusion: Depressions or slight mounds at nail heads are not considered deficiencies. Builder is not responsible for nail pops or blisters that are not visible, such as those covered by wallpaper.
Texture on blown or textured ceilings is uneven	No coverage. This is a normal condition that occurs with randomly applied materials.
FLOORING	
Carpet does not meet at the seams	Performance Standard: A visible gap or overlapping at the seam due to improper installation is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Carpeting loosens, or the carpet stretches	Performance Standard: Wall-to-wall carpeting installed as the primary floor covering that comes up, loosens, or separates from the points of attachment is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Color variations in carpet	No coverage.
Cracks in grouting of ceramic tile joints or at junctions with other materials such as a bathtub, shower, or countertop	No coverage.
Crowning of strip flooring has occurred	Performance Standard: Crowning in strip flooring that exceeds 1/16-inch in depth in a 3-inch maximum span when measured perpendicular to the long axis of the board is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Cupping, open joints, or separations in wood flooring	Performance Standard: Open joints or separations between floorboards of finished wood flooring that exceed 1/8-inch in width are deficiencies. Cups in strip floorboards that exceed 1/16-inch in height in a 3-inch maximum distance when measured perpendicular to the length of the board are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Wood floors are subject to shrinkage and swell due to seasonal variations in the humidity level of the Home. While boards may be installed tight together, gaps or separations may appear during heating seasons or periods of low humidity. Gaps or separations that close during non-heating seasons are not considered deficiencies. The Homeowner should be familiar with the recommended care and maintenance requirements of their wood floor. Repeated wetting and drying, or wet mopping may damage wood finishes. Dimples or scratches can be caused by moving furniture or dropping heavy objects, and certain high-heeled shoes may cause indentations. These conditions are not covered by the Warranty.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Cuts and gouges in any floor covering	Performance Standard: Cuts and gouges in any floor covering from construction activities is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Dead spots appear in padding areas below carpet surface	Performance Standard: Carpeted areas that do not have full coverage of pad consistent throughout the flooring area are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Depressions or ridges appear in the resilient flooring due to subfloor irregularities	Performance Standard: Readily apparent depressions or ridges exceeding 1/8-inch are a deficiency. The ridge or depression measurement is taken as the gap created at one end of a 6-inch straight edge placed over the depression or ridge with 3 inches on one side of the deficiency held tightly to the floor. Responsibility: Builder shall take required action to bring the deficiency within acceptable tolerances so as to be not readily visible. Exclusion: Builder is not responsible for discontinued patterns or color variations in the floor covering, Homeowner neglect or abuse, nor installations performed by others.
Excessive knots and color variation of strip hardwood flooring	No coverage.
Excessive lippage is located at junction of prefinished wood flooring products	Performance Standard: Lippage greater than 1/16-inch is considered a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Flagstone, marble, quarry tile, slate, or other hard surface flooring is broken or loose	Performance Standard: Tile, flagstone or similar hard surface flooring that cracks or becomes loose is a deficiency. Subfloor and wallboard are required to be structurally sound, rigid and suitable to receive a finish. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Cracking or loosening of flooring caused by the Homeowner's negligence is not a deficiency. Builder is not responsible for color and pattern variations or discontinued patterns of the manufacturer. Hollow tiles occasionally occur and are not covered by the Warranty.
Floor covering fades, stains or discolors	No coverage.
Hard surface color variations and imperfections	No coverage.
Hardwood floor staining/shading	Performance Standard: Hardwood floor staining or shading that occurs as a result of construction activities is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
"Sticker burn" appears on surface of strip flooring	Performance Standard: Discoloration from stacking strips in hardwood flooring in certain grades of flooring is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Hardwood flooring buckles from substrate	Performance Standard: Hardwood floor that becomes loose from the substrate is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Humps, depressions or unevenness in wood flooring	Performance Standard: Wood flooring that has excessive humps, depressions or unevenness that equals or exceeds 3/8-inch in any 32-inch direction within any room is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Irregular layouts or grout lines	Performance Standard: Hard-surface layouts or grout lines with irregularities exceeding 1/8-inch are considered deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing. Exclusion: Natural products such as flagstone, marble, granite, slate, and other quarry tile will have size variations that may create irregular layouts or grout lines.
Loose sub-flooring	Performance Standard: Lumber shrinkage as well as temperature and humidity changes may cause loose sub-flooring. Responsibility: Builder shall correct if due to a defective joint or improper flashing.
Nail pops appear on the surface of resilient flooring	Performance Standard: Readily apparent nail pops are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Builder is not responsible for discontinued patterns or color variations. Sharp objects such as high heels and table and chair legs can cause similar problems, and are not covered by this Warranty.
Premature wearing of carpet	No coverage. Manufacturer's warranty may apply.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Resilient flooring or base loses adhesion	Performance Standard: Resilient flooring or base that lifts, bubbles, or becomes unglued is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Builder is not responsible for discontinued patterns or color variations.
Seams or shrinkage gaps show at resilient flooring joints	Performance Standard: Gaps in excess of 1/16-inch in width in resilient floor covering joints are deficiencies. Where dissimilar materials abut, a gap in excess of 1/8-inch is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Proper repair can be affected by sealing gap with seam sealer. Exclusion: Builder is not responsible for discontinued patterns or color variations of floor covering. Minor gaps should be expected.
Slivers or splinters appear in strip flooring	Performance Standard: Slivers or splinters that occur during the installation of the flooring are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Top coating on hardwood flooring has peeled	Performance Standard: Field-applied coating that peels during normal usage is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Prefinished coatings are the manufacturer's responsibility.
Vinyl flooring not square	Performance Standard: Vinyl flooring that is not installed square to the most visible wall or that varies by 1/4-inch in any 6-foot run is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Vinyl flooring patterns misaligned	Performance Standard: Patterns at seams between adjoining pieces that are not aligned to within 1/8-inch are deficiencies. The corners of adjoining resilient floor tiles shall be aligned to within 1/8-inch. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing. Exclusion: Misaligned patterns are not covered unless they result from improper orientation of the floor tiles.
Vinyl flooring stains	No coverage.
Voids in the floor finish	Performance Standard: Voids or coating defects that are readily visible from a distance of 6 feet under normal lighting conditions are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Yellowing appears on surface of vinyl sheet goods	No coverage.
INTERIOR TRIM	
Exposed nail heads in woodwork	Performance Standard: After painting or finishing, nails and nail holes that are readily visible from a distance of 6 feet under normal lighting conditions are a deficiency. Responsibility: Fill nail holes where required and, if necessary, touch up paint, stain or varnish to match as closely as possible. Builder's responsibility is limited to deficiencies noted prior to closing.
Hammer marks visible on interior trim	Performance Standard: Hammer marks on interior trim that are readily visible from a distance of 6 feet under normal lighting conditions are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Inside corner is not coped or mitered	Performance Standard: Trim edges at inside corners that are not coped or mitered are a deficiency. However, square edge trim may be butted. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Interior trim is split	No coverage. Splits, cracks and checking are inherent characteristics of all wood products and are not considered deficiencies.
Shelving	Performance Standard: 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-inch and shall be supported by brackets installed per manufacturer specifications. 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-inch and shall be supported by stud-mounted brackets no more than 4 feet apart. End supports shall be securely mounted. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Trim or molding miter edges do not meet	Performance Standard: Gaps between miter edges in trim and molding that exceed 1/4-inch at installation are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Unsatisfactory quality of finished interior trim and workmanship	Performance Standard: Joints between moldings and adjacent surfaces that exceed 1/8-inch in width are deficiencies. Responsibility: Repair defective joints and touch up finish coating where required to match as closely as possible. Caulking is acceptable. Exclusion: Some separation due to lumber shrinkage is normal and should be expected. Separation of trim and moldings can be caused by lack of control of indoor relative humidity by Homeowner and is not covered.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Wood frame walls out of square	Performance Standard: The diagonal of a triangle with sides of 12 feet and 16 feet along the edges of the floor that is not 20 feet plus or minus 1/2-inch is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
IRRIGATION	No coverage.
LANDSCAPE	No coverage.
Landscape damage from warranty repairs	Performance Standard: Landscape areas that are disturbed during repair work are deficiencies. Responsibility: Restore grades, seed and landscape to meet original condition as reasonably possible. Builder is not responsible for grassed or landscaped areas which are damaged by others, including any work performed by public or private utility companies. Exclusion: Replacement of trees and large bushes that existed at the time the Home was constructed or those added by the Homeowner after occupancy or those that subsequently die are excluded from coverage.
MASONRY	
Course of masonry or veneer not straight	No coverage.
Cracking or scaling of stucco and cement plaster	Performance Standard: Hairline cracks in stucco or cement plaster are common especially if applied directly to masonry back-up. Cracks greater than 1/8-inch in width or scaling of the finish surfaces are deficiencies. Responsibility: Fill with cement plaster or stucco to match finish and color as closely as possible. Exclusion: The Builder will try to match the original stucco texture and color as closely as possible, but a perfect match is not covered by the Warranty. The Builder shall not be responsible for repairing cracks in stucco caused by the Homeowner's actions, including the attachment of devices to the stucco surface, such as, but not limited to, patio covers, plant holders, awnings and hose racks.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Cracks in masonry, brick or stone veneer	Performance Standard: Small hairline cracks resulting from shrinkage are common in mortar joints of masonry construction. Cracks greater than 1/4-inch in width are deficiencies. Responsibility: Builder will repair cracks greater than 1/4-inch by tuck pointing and patching. Repairs should be made near the end of the Warranty Term to allow Home to stabilize and normal settlement to occur. Exclusion: Builder is not responsible for color variations between existing and new mortar.
Efflorescence is present on masonry or mortar surface	No coverage.
Exposed lath	Performance Standard: Lath that is exposed is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Exterior cut bricks are of different thickness below openings	No coverage.
Gaps in masonry walls	Performance Standard: A gap between masonry and adjacent material equaling or exceeding 1/4-inch in average width that is not caulked is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Deficiencies caused by the Homeowner putting any material into weep holes are excluded. Weep holes are an integral part of the wall drainage system and must remain unobstructed.
Masonry broken, loose or deteriorated	Performance Standard: A masonry unit or mortar that is broken, loose or deteriorated is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Masonry wall bowed	Performance Standard: A masonry wall that bows in an amount equal to or in excess of 1-inch in 10 feet when measured vertically is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: This Standard does not apply to natural stone products.
Mortar obstructions	Performance Standard: Mortar that obstructs a functional opening, such as a vent, weep hole or plumbing cleanout is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Deficiencies caused by the Homeowner putting any material into weep holes are excluded. Weep holes are an integral part of the wall drainage system and must remain unobstructed.
Mortar stain on exterior brick or stone	Performance Standard: Exterior brick and stone shall be free of mortar stains detracting from the appearance of the finished wall when viewed from 20 feet at closing. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Separation at stucco joints	Performance Standard: A separation between a stucco surface and adjacent material that equals or exceeds 1/4-inch in width that is not caulked is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Separation of coating from base on exterior stucco wall	Performance Standard: Texture may become separated from the base stucco layer. Missing stucco texture greater than 1/8-inch is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder is not responsible for failure to match color or texture, due to the nature of the material. Exclusion: Texture loss beneath the horizontal weep or drainage screed is normal and is not covered by the Warranty.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Stained or dirty masonry	Performance Standard: Masonry that has dirt, stain or debris on the surface due to construction activities is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Stucco bowed, uneven or wavy	Performance Standard: Stucco walls that bow in excess of 1-1/2 inches in 10 feet measured vertically is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Stucco color mismatch	No coverage. Stucco/cementitious finish is a colored cement product and is affected by the underlying surface, application technique, temperature, humidity and curing. The Builder will try to match stucco/cementitious finish color as closely as possible, but a perfect match is not covered by the Warranty.
Stucco obstructs opening	Performance Standard: Stucco that obstructs a functional opening, such as a vent, weep hole or plumbing cleanout is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Stucco screed	Performance Standard: On timber-framed walls, a stucco screed that does not have a minimum clearance of at least 4 inches above the soil or landscape surface and at least 2 inches above any paved surface is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Deficiencies due to Homeowner-altered landscape are not covered.
Stucco texture mismatch	Performance Standard: Deviations, bumps or voids measuring over 1/4-inch per 4 feet, which are not part of the intended texture are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Stucco/cementitious finish appears wet	No coverage. The surface is a porous cement product and designed to become saturated with moisture. It will, therefore, appear wet long after rain has stopped. This is a normal condition and is not covered by the Warranty.
Surface staining	No coverage. The surface of exterior walls may become stained from rainwater or water splashing up from the ground. Since the surface is a porous material, this condition cannot be eliminated and is not covered by the Warranty.
MECHANICAL	
Backdraft dampers	Performance Standard: Back draft dampers that are not installed according to the manufacturer's specifications are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Condensate lines clog up	No coverage. Condensate lines will clog under normal conditions. The Homeowner is responsible for continued operation of drain lines.
Condensation on the outside of air handlers and ducts	No coverage. Air handlers and ducts will collect condensation on their exterior surfaces when extreme temperature differences and high humidity levels occur. Condensation usually results from humid conditions within the Home that are created by the owner or during the curing process in a new space.
Drip pan	Performance Standard: A drip pan and drain line that is not installed under a horizontal air handler as per the Code is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The Homeowner shall periodically check for the free flow of condensate (water) from the line and clear the line when necessary.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Ductwork and heating piping not insulated in uninsulated area	Performance Standard: Ductwork and heating pipes that are run in uninsulated crawl spaces, garages or attics that are not insulated are deficiencies. Basements are not "uninsulated areas", and no insulation is required. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Ductwork separates, becomes unattached	Performance Standard: Ductwork that is not intact or securely fastened is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Exterior compressor unit pad	No coverage.
Improper mechanical operation of evaporative cooling system	Performance Standard: An evaporative cooling system that does not operate properly or fails to meet the established temperature performance standard under normal operating conditions is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Inadequate cooling	Performance Standard: When air conditioning is provided, the cooling system is to be capable of maintaining a temperature of 78-degrees Fahrenheit as measured in the center of each room at a height of 5 feet above the floor, under local outdoor summer design conditions. Air Conditioning Notice: When outdoor temperatures exceed 95-degrees Fahrenheit, the system shall maintain an indoor temperature no more than 15-degrees Fahrenheit below the outdoor temperature. This guideline is subject to national, state, or local regulations, which shall take precedence where applicable. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Orientation of Home and location of room will also provide a temperature differential, especially when the air conditioning system is controlled by a single thermostat for one or more levels. The Homeowner is responsible for balancing dampers and registers and for making other necessary minor adjustments. For Homes equipped with a Rheia air distribution system, dampers and registers are not designed for manual adjustment. Homeowners should not modify, reposition, or alter these components. Any such adjustments may affect system performance and are not covered under the warranty.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Inadequate heat	Performance Standard: A heating system shall be capable of producing an inside temperature of at least 70-degrees Fahrenheit as measured in the center of the room at a height of 5 feet above the floor under local outdoor winter design conditions. Heating Notice: There may be periods when the outdoor temperature falls below the design temperature, thereby lowering the temperature in the Home. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Orientation of Home and location of room will also provide a temperature differential, especially when the heating system is controlled by a single thermostat for one or more floor levels. Homeowner is responsible for balancing dampers and registers and for making other necessary minor adjustments. For Homes equipped with a Rheia air distribution system, dampers and registers are not designed for manual adjustment. Homeowners should not modify, reposition, or alter these components. Any such adjustments may affect system performance and are not covered under the warranty.
Metal rattling at register, grills or ducts	Performance Standard: It is normal for air moving through registers, grills and ducts to make noise. Duct systems are not designed to be noise-free. However, metal rattling from the registers, grills, or ducts is considered a deficiency. Normal “ticking” or “cracking” sounds caused by the natural expansion and contraction of metal when heated and cooled are to be expected and are not considered deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Under certain conditions, some noise may be experienced with the normal flow of air when the product is installed correctly. Normal thermal expansion and contraction noises, such as ticking or cracking, are not covered.
Refrigerant line insulation	Performance Standard: Insulation that does not completely encase the refrigerant line according to Code is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term. Exclusion: The Homeowner shall ensure that insulation on the refrigerant line is not damaged or cut due to home maintenance or landscape work.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Refrigerant lines leak	Performance Standard: Builder-installed refrigerant lines or ground loop pipes that develop leaks during normal operation are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Leaks due to Homeowner's actions or negligence are excluded.
There are gaps between HVAC vent or register covers and the wall or ceiling	No coverage. This is a normal condition beyond the Builder's control.
Vent, grill or register operation	Performance Standard: A vent, grill or register that does not operate easily and smoothly when applying normal operating pressure is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Vibration from heating or cooling equipment	No coverage. It is normal for heating/air conditioning equipment to generate some noise and vibration.
PAINT	
Damaged interior surfaces	Performance Standard: Painted, varnished or finished interior surfaces that are dented, nicked or gouged due to construction activities are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Deterioration of varnish or lacquer finishes on exterior surfaces	No coverage. Clear finishes on exterior surfaces, such as wood entry doors, diminish with aging and should be reapplied as part of routine Homeowner maintenance every 6-18 months, depending on outside exposure.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Deterioration of varnish or lacquer finishes on interior surfaces	Performance Standard: Clear finishes used on interior surfaces may deteriorate rapidly. This is beyond the control of the Builder. Clear finishes on interior woodwork that deteriorate during the first year of the Warranty Term are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Deterioration more than one year after closing is excluded.
Exterior paint or stain peels or deteriorates	Performance Standard: Exterior paints or stains that peel or deteriorate during the first year of the Warranty Term are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Fading, however, is normal and subject to the orientation of painted surfaces to the climactic conditions which may prevail in the area. Fading is not a deficiency.
Interior caulking	Performance Standard: Interior caulking that deteriorates or cracks excessively is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Interior paint coverage	Performance Standard: Wall, ceiling, and trim surfaces that are painted that show through new paint when viewed from a distance of 6 feet under normal lighting conditions are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Interior paint or stain deteriorates	Performance Standard: Interior paints or stains that peel or deteriorate during the first year of the Warranty Term are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Fading, however, is normal and subject to the orientation of painted surfaces to the climactic conditions which may prevail in the area. Fading is not a deficiency.
Knot and wood stains appear through paint on exterior	Performance Standard: Excessive knot and wood stains that bleed through the paint are considered deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Lumps and ridges and nail pops in wallboard that appear after the Homeowner has wallcovering installed by others	No coverage.
Mildew or fungus forms on painted or factory finished surfaces	No coverage.
Paint color variation	Performance Standard: Paint or stain that has excessive color, shade or sheen variation is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Paint splatters and smears on finish surfaces	Performance Standard: Paint splatters on walls, woodwork, or other surfaces which are excessive, that are readily visible when viewed from a distance of 6 feet under normal lighting conditions are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing. Exclusion: Minor paint splatter and smears on impervious surfaces that can be easily removed by normal cleaning methods are considered to be Homeowner maintenance and are not deficiencies.
Painting required as corollary repair because of other work	Performance Standard: Repainting, staining or refinishing may be required because of repair work. Repairs required under the Warranty should be finished to match the immediate surrounding areas as closely as practical. Due to fading and normal weathering, a perfect match cannot be achieved and a perfect match is not covered by the Warranty. Where repairs affect more than 50% of a wall or ceiling area, the Builder will repaint the entire wall or ceiling surface from corner to corner. Where custom paints have been applied, the Builder will not warrant the match of any necessary repairs. All blemishes should be noted and repaired prior to custom paints being applied.
Resin bleeds through on interior trim	No coverage. This is a normal condition that can be expected to occur with natural materials such as wood.
Visible brush marks on interior paint	No coverage.
Visible lap marks on interior paint	No coverage.
PEST CONTROL	No coverage.
PLUMBING	
Bathtub or shower squeaks	No coverage.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Blocked vent stack	No coverage.
Corroded fixtures	No coverage.
Decorative gas appliance	Performance Standard: A decorative gas appliance that is not installed in accordance with manufacturer's specifications is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Defective plumbing fixtures, appliances or trim fittings	No coverage. Plumbing fixtures, appliances, and trim fittings that fail to function per the manufacturer's specifications will be addressed by the manufacturer under the manufacturer's warranty, if any.
Faucet or valve leak	Performance Standard: A valve or faucet leak due to material or workmanship is a deficiency and is covered only during the first year of the Warranty Term. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Leakage caused by worn or defective washers or seals is a Homeowner maintenance item.
Fixture stopper	Performance Standard: A fixture stopper that does not retain water in accordance with the manufacturer's specifications is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Loose fixtures	Performance Standard: Fixtures that are loose are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Noisy water pipes	Performance Standard: Some noise can be expected from the water pipe system, due to the flow of water. However, the supply pipes should not make the pounding noise called "water hammer." "Water hammer" is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Noises due to water flow and pipe expansion are not considered deficiencies.
Sewer odors	No coverage.
Shower enclosure flexes	Performance Standard: Excessive flexing in a shower base that occurs when the drain assembly moves up or down with normal weight is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the first year of the Warranty Term. Exclusion: Composite shower walls will flex when pushed inward. Such flexing is not considered a defect.
Shower enclosure leaks	Performance Standard: Shower leaks solely due to the enclosure's glass, framing, or permanently attached factory components is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Leaks caused by the deterioration, separation, or failure of sealants, silicone, caulking, gaskets, sweeps, or other replaceable waterproofing materials are not considered deficiencies.
Staining of plumbing fixtures	No coverage. High iron and manganese content in the water supply system will cause staining of plumbing fixtures. Maintenance and treatment of the water is the Homeowner's responsibility.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
The bathtub or shower leaks	Performance Standard: Bathtubs and showers that leak are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Proper repair can be affected by sealing area around tubs and showers. Exclusion: Maintenance of caulk seals is a Homeowner responsibility.
Toilet standards	Performance Standard: Toilet equipment that allows water to run continuously is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. If toilet equipment allows water to run continuously, the Homeowner shall shut off the water supply or take such action as is necessary to avoid damage to the Home.
Waste disposal unit	Performance Standard: A waste disposal unit that is not installed and operating according to the manufacturer's specifications is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Water heater	Performance Standard: A water heater that is not installed and secured according to the manufacturer's specifications and the Building Code is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
POOLS	No coverage.
ROOF	
Asphalt shingles do not overhang edges of roof, or hang too far over edges of roof	Performance Standard: Asphalt shingles shall overhang roof edges by not less than 1/4-inch, and not more than 3/4-inch unless the manufacturer's standards/specifications indicate otherwise. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Asphalt shingles have developed surface buckling	Performance Standard: Asphalt shingle surfaces need not be perfectly flat. Buckling higher than 1/4-inch is considered a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Existing roof shingles telegraphing through new asphalt shingles	No coverage.
Gutter and downspouts leak	Performance Standard: Leaks at connections of gutters and downspouts are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Homeowner is responsible for keeping gutters and downspouts clean. Gutter may overflow during heavy rains provided proper care is taken by the Homeowner to clear debris, snow and ice.
Holes from walk boards are visible in asphalt shingles	Performance Standard: Holes from walk boards shall be flashed and sealed below the asphalt shingle tab to prevent leakage. If patch is visible from ground, the shingle should be replaced. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Ice builds up on the roof	No coverage. During prolonged cold spells, ice is likely to build up at the eaves of a roof. This condition can naturally occur when snow and ice accumulates.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Interior water damage from ice-damming	Performance Standard: Ice-damming causing leaks into living areas because of incorrectly installed insulation is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: No action is required if the condition is caused by swings of freezing and thawing in the weather.
Lifted, torn, curled or otherwise defective shingles	No coverage. Manufacturing defects in shingles are not covered under the Warranty. The Homeowner should consult the manufacturer's warranty for specs, standards, and manufacturer's warranty responsibility.
Loose or cracked tiles or shingles	Performance Standard: A roof tile that is cracked or broken is a deficiency. A shingle that is broken so that it detracts from the overall appearance of the Home is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing. Exclusion: Deficiencies caused by Homeowner actions.
Mildew, algae and moss on roofs	No coverage. The growth of mildew, algae and moss on roof surfaces is caused by the accumulation of moisture and is considered the responsibility of the Homeowner to conduct proper routine maintenance. The growth of mildew, algae and moss on roof surfaces is not covered under the Warranty.
Miscellaneous roof water infiltration	Performance Standard: Exterior moisture barrier of the roof that allows moisture penetration is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Penetrations through exterior moisture barrier of the roof made by the Homeowner.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
New roofing products do not match existing	No coverage. The color and texture of new roofing components used to repair existing roofing components may not match due to weather or manufacturing variations. For any repair or replacement of roofing components, the Builder will try to match the texture and color of existing roofing components as closely as possible, but a perfect color match is not covered by the Warranty.
Roof or ceiling rafter bows	Performance Standard: Rafters that bow greater than 1-inch in 8 feet are considered a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Roof or flashing leaks	Performance Standard: Roof and flashing leaks that occur under normal weather conditions are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Leaks caused by debris or ice accumulation are considered part of routine Homeowner maintenance and are not covered by the Warranty.
Roof ridge beam deflects	Performance Standard: Roof ridge beam deflection greater than 1-inch in 8 feet is considered a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Roof sheathing is wavy or appears bowed	Performance Standard: Roof sheathing that bows more than 1/2-inch in 2 feet is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Roof shingles have blown off	Performance Standard: Shingles shall not blow off in wind less than the manufacturer's standards or specifications. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Shingles that blow off in winds less than the manufacturer's specifications due to a manufacturing defect are the manufacturer's responsibility. Shingles that blow off in hurricanes, tornadoes, hailstorms, or strong winds, are not deficiencies. Homeowner should consult the manufacturer's warranty for specs, standards and warranty responsibility in higher wind speeds.
Roof tile color variations	No coverage. Color fading, color changes, variations of the color hue or physical deterioration of the color from outside conditions of roof tiles should be expected. Because shade variations are normal and expected from weather, oxidation or air pollutants, color variations in roof tiles are not covered by the Warranty.
Roof tile efflorescence	No coverage. Efflorescence is a temporary surface condition that causes a white chalky substance to form on concrete products. It is not uncommon for efflorescence to form on roof tiles, as it is a common condition for all concrete products. Efflorescence will eventually wash away with rain and, therefore, is not covered under the Warranty.
Roofing is blistered but does not admit water	No coverage. Surface blistering of roll roofing is caused by unusual conditions of heat and humidity acting on the asphalt and cannot be controlled by the Builder.
Roofing nails are exposed at ridge of roof	Performance Standard: Nail heads shall be sealed to prevent leakage. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Roofing shingles or tiles not aligned	No coverage. Shingles and tiles are installed to withstand a maximum exposure to the weather as recommended by the manufacturer. Often, tiles and shingles must be adjusted to compensate for differing roof conditions. This is not considered a defect.
Shading or shadowing pattern	No coverage. Shading or shadowing on roofing materials is caused by the differences in product color installed in a specific area. The Builder will try to minimize shading deviations by mixing the tiles and shingles during installation, but uniform shading or shadowing is not covered by the Warranty.
Sheathing nails have loosened from framing and raised asphalt shingles	Performance Standard: Nails that loosen from roof sheathing to raise asphalt shingles from surface are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Standing water on built-up roofs	Performance Standard: Water that does not drain from a flat or low pitched roof within 24 hours of a normal rainfall is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Minor ponding or standing of water is not considered a deficiency. Minor ponding shall not exceed 3/8-inch.
Water is trapped under roll roofing	Performance Standard: Water that becomes trapped under roll roofing is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Water remains in gutters after a rain	Performance Standard: Small amounts of water may remain in some sections of gutter for a short time after a rain. Standing water in gutters that exceeds 1/2-inch in depth is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Homeowner is responsible for keeping gutters and downspouts free from debris that would obstruct drainage.
Water trapped under roofing membrane	Performance Standard: Any blister larger than 12 inches is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
SIDING	
Aluminum or vinyl lap siding courses are not parallel with eaves or wall openings	Performance Standard: Any piece of aluminum or vinyl lap siding more than 1/2-inch off parallel in 20 feet with contiguous courses, or contiguous breaks such as a soffit line, is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Aluminum or vinyl lap siding is cut crooked	Performance Standard: Visible cuts in siding shall be straight, plumb, and neat. Crooked cuts greater than 1/8-inch from true are a deficiency. Responsibility: Gaps shall comply with the manufacturer's guidelines unless the existing building is out of square or out of plumb. Cut edges of vinyl siding should always be covered by trim or receiving channels and should not be visible. Cuts should be made so that when properly installed in trim, edges are not visible.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Aluminum or vinyl lap siding is not cut tight to moldings	Performance Standard: Gaps between siding and moldings that exceed 1/4-inch are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The Homeowner and Builder may agree to disregard standard to match conditions on structure.
Aluminum or vinyl lap siding nail shows under window, door, or eave	Performance Standard: Facing nails that do not match the color of the trim they affix are deficiencies. Nail heads in the field of the siding that are exposed are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Aluminum or vinyl lap siding trim accessory is loose from caulking at windows or other wall openings	No coverage.
Aluminum or vinyl lap siding trim is loose from Home	Performance Standard: Trim that is separated more than 1/4-inch from the Home is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
“Bleeding” through siding paint	Performance Standard: Resins and extractives “bleeding” through the paint are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term. Exclusion: The Warranty will not apply if stains or clear wood protectants are used, since they do not cover up the natural extractives of wood. Effects of improper Homeowner maintenance, negligence, physical damage or weathering are not covered by the Warranty.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Delamination, splitting or deterioration of exterior siding	Performance Standard: Any hardwood or composite siding that has delaminated (separated into layers) is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The effects of improper Homeowner maintenance, negligent damage caused by objects striking the siding and weathering are not covered by the Warranty.
Exterior trim board cupped	Performance Standard: Exterior trim and eave block that cups in an amount equal to or in excess of 1/4-inch in a 6-foot run is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Exterior trim board twisted	Performance Standard: Bows and twists in trim board exceeding 3/4-inch per 8 feet are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Exterior trim is split	Performance Standard: Exterior trim and eave block with cracks or splits equal to or in excess of 1/8-inch in average width are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Gaps between siding and trim	Performance Standard: Gaps between siding and moldings at trim pieces, miter joints or openings that exceed 1/4-inch are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Caulking and repainting is an acceptable repair.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Loose exterior trim	Performance Standard: Trim that has separated from the Home by more than 1/4-inch is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The Warranty does not cover trim separation caused by acts of God or unusually high winds that exceed the manufacturer's wind limits.
Loose or fallen siding	Performance Standard: All siding that is not installed properly, which causes same to come loose or fall off is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Loose or fallen siding due to Homeowner's actions or neglect, such as leaning heavy objects against siding, impact, or sprinkler systems repeatedly wetting siding is not a deficiency.
Nail stains in exterior trim	Performance Standard: Nail stains exceeding 1/2-inch in length and visible from a distance of 20 feet are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Protruding nails in exterior trim	Performance Standard: Trim with nails that completely protrude through the finished surface of the trim is a deficiency but nail heads may be visible on some products. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: 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.
Siding color or texture mismatch	Performance Standard: The Builder will try to match the texture and color of the existing siding as closely as possible for any repair or replacement of siding, but a perfect match is not guaranteed by the Warranty.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Siding finish faded	Performance Standard: Any colored siding will fade when exposed to the sun. This is a normal condition. If a particular piece of siding becomes excessively faded in contrast to similarly exposed siding, it is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Siding is bowed	Performance Standard: Bows exceeding 1/2-inch in 32 inches are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. If replacement of siding is required, Builder will match the original material as closely as possible. Homeowner should be aware that the new finish may not exactly match the original surface texture or color. Exclusion: Bowed siding due to Homeowner's actions such as bowing caused by sprinkler system repeatedly wetting siding is not a deficiency.
Siding is buckled	Performance Standard: Siding that projects more than 3/16-inch from the face of adjacent siding is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Siding is cupped	Performance Standard: Siding cupped in an amount equal to or exceeding 1/2-inch in a 6-foot run is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Siding is not installed in a straight line	Performance Standard: Any piece of lap siding more than 1/2-inch off parallel in 20 feet with contiguous courses is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Siding is wavy	Performance Standard: Some waviness in lap siding is to be expected because of bows in studs. Thermal expansion waves or distortions in aluminum or vinyl lap siding, sometimes called oil canning, are considered deficiencies if they exceed 1/2-inch in 32 inches. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Siding joints separated	Performance Standard: Joint separations in siding exceeding 3/16-inch are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Filling with sealant is an acceptable repair.
Siding nails expose interior fiber	Performance Standard: Siding nails that are countersunk to expose the interior fibers of hardboard or cementitious composite siding are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Caulking and repainting is an acceptable repair.
Siding/trim wood rot	Performance Standard: Some warping, cupping, splitting or rotting of wood can be expected. Excess warping, cupping, splitting or rotting of wooden members is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: The Warranty will not apply if stains or clear wood protectants are used, since they do not cover up the natural extractives of wood. Effects of improper Homeowner maintenance, negligence, physical damage or weathering are not covered by the Warranty.
Splits or knotholes in siding or trim	Performance Standard: Knotholes that expose the underlying sheathing or building paper, or splits in exterior siding or trim wider than 1/8-inch are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Stained siding from nails	Performance Standard: Nail stains exceeding 1/2-inch in length and visible from a distance of 20 feet are deficiencies. Responsibility: Builder shall correct by either removing stains, painting or staining the affected area one-time only during the Warranty Term. Builder shall match color and finish as closely as possible. Where paint or stain touch up affects the majority of the wall surface, the whole area shall be refinished. Exclusion: "Natural weathering" or semi-transparent stains are excluded from coverage.
Unsatisfactory quality of finished exterior trim and workmanship	Performance Standard: Joints between exterior trim elements and siding which are in excess of 1/4-inch are deficiencies. In all cases, the siding shall be capable of performing its function to exclude the elements. Responsibility: The Builder shall take all corrective actions necessary to comply with the Standard, including caulking open joints between dissimilar materials.
SITE WORK	
Flowing or trickling water appears in interior crawl space surfaces	Performance Standard: A crawl space that is not graded and drained properly to prevent surface run-off from accumulating deeper than 2 inches in areas 36 inches or larger in diameter is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Deficiencies caused by the 1) Homeowner improperly modifying the existing grade or allowing water from an irrigation system to cause water to accumulate excessively under the foundation; 2) Homeowner allowing landscape plantings to interfere with proper drainage away from the foundation; or 3) Homeowner using the crawl space for storage of any kind are excluded from the Warranty.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Grading	Performance Standard: Settling around foundation walls, utility trenches or other filled areas that exceeds a maximum of 6 inches from finished grade established by Builder is considered a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Homeowner is responsible for removal and replacement of shrubs and other landscaping affected by placement of the fill. Exclusion: Homeowner is responsible for establishing and maintaining adequate ground cover. Landscape altered by the Homeowner voids the Warranty on settlement/grading.
Improper surface drainage	Performance Standard: Deficiency is limited to grades within 10 feet and swales within 20 feet of Home. Standing or ponding water that remains in these areas for a period longer than 24 hours after a normal rain is considered a deficiency. In swales that drain from adjoining properties or where a sump pump discharges, water is not to remain in these areas for a period longer than 48 hours after a normal rain. The possibility of standing water after an unusually heavy rainfall should be anticipated and is not considered a deficiency. No grading determination is to be made while there is frost or snow or when the ground is saturated. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Builder is only responsible for initially establishing the proper grades, swales and drainage away from the Home. The Homeowner is responsible for maintaining such grades and swales once constructed by the Builder. Builder is not responsible for drainage deficiencies attributable to grading requirements imposed by state, county or local governing agencies. Exclusion: Standing or ponding water outside of defined swales and beyond 10 feet from the foundation of the Home or that is within 10 feet but is caused by unusual grade conditions, or retention of treed areas, is not considered a deficiency. Standing or ponding water caused by changes in the grade or placement of sod, fencing, or any other obstructions by Homeowner is excluded from coverage. If the Homeowner adds a pool, patio or decks, Builder will no longer be responsible for any warranty claim for improper surface drainage.
Soil erosion	No coverage.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
THERMAL & MOISTURE PROTECTION	
Attic vents or louvers leak	Performance Standard: Attic vents and louvers that leak are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Infiltration of wind driven rain and snow are not considered leaks and are beyond the control of the Builder.
Bath or kitchen exhaust fans improperly vented into attic	Performance Standard: Bath or kitchen exhaust fans that are vented into attics causing moisture to accumulate resulting in damage to supporting members or insulation are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Inadequate ventilation or moisture control in attics or roofs	Performance Standard: Attics or roofs shall have adequate ventilation to remove moisture, or other approved method of moisture control. Ventilation or other moisture control methods shall be considered a deficiency if there is damage to supporting members or insulation due to moisture accumulation. Responsibility: Builder shall investigate to determine cause, and make necessary repairs. Corrective action may include the installation of properly sized louvers, vents, vapor barrier or other locally approved method of moisture control. Exclusion: The Homeowner is responsible for keeping existing vents unobstructed. Locally approved and properly constructed "hot roof" or other alternative roof designs may not require ventilation, and where there is no evidence of moisture damage to supporting members or insulation, there are no deficiencies.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Inadequate ventilation or moisture in crawl spaces	Performance Standard: Crawl spaces shall have adequate ventilation to remove moisture or other approved method of moisture control. Ventilation or other moisture control methods shall be considered a deficiency if there is damage to supporting members or insulation due to moisture accumulation. Responsibility: Builder shall investigate to determine cause, and make necessary repairs. Corrective action may include the installation of properly sized louvers, vents, vapor barrier or other locally approved method of moisture control. Exclusion: Temporary conditions may cause condensation in crawl spaces that cannot be eliminated by ventilation and/or vapor barrier. Night air may cool foundation walls and provide a cool surface on which moisture may condense. In Homes that are left unheated in the winter, the underside of floors may provide a cold surface on which warmer crawl space air may condense. These and other similar conditions are beyond the Builder's control. Maintaining adequate heat and seasonal adjustment of vents is the responsibility of the Homeowner.
Insufficient insulation	Performance Standard: Insulation that is not installed around all habitable areas in accordance with established local industry standards is a deficiency. Responsibility: Builder shall install insulation of sufficient thickness and characteristics to meet local industry standards. In the case of dispute, cost for investigating the sufficiency of insulation and restoring areas to prior condition is to be borne by Homeowner if it is found that the standard has been met by Builder. Builder's responsibility is limited to deficiencies noted prior to closing.
Kitchen or bath fans allow cold air infiltration	No coverage. This is a normal condition beyond the Builder's control.
Leaks in basement or in foundation/crawl space	Performance Standard: Leaks resulting in actual trickling of water through the walls or seeping through the floor are deficiencies. Responsibility: Builder shall take corrective action as is necessary to correct basement and crawl space leaks, except where the cause is determined to be the result of Homeowner negligence. Where a sump pit has been installed by Builder in the affected areas but the sump pump was not contracted for or installed by Builder, no action is required until a properly sized pump is installed by the Homeowner in an attempt to correct the condition. Should the condition continue to exist, Builder shall take necessary action to correct the problem.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Sound transmission between rooms, floor levels, or from the street into home	No coverage.
Water or air leaks in exterior walls due to inadequate caulking	Performance Standard: Joints and cracks in exterior wall surfaces and around openings that are not properly caulked to exclude the entry of water or excessive drafts are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The Homeowner must maintain caulking once the condition is corrected.

DEFICIENCY	SYSTEM STANDARDS AND EXCLUSIONS (2 YEARS)
ELECTRICAL SYSTEMS	
Failure of wiring to carry its designed load	Performance Standard: Wiring that is not capable of carrying the designated load for normal residential use to switches, receptacles and equipment is a deficiency. Responsibility: Builder shall check wiring and replace if it fails to carry the design load.
MECHANICAL SYSTEMS	
In ground wells	No coverage.
Leakage from any piping	Performance Standard: Leaks in any waste, vent and water piping are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Condensation on piping does not constitute leakage, and is not a deficiency, except where pipe insulation is required. The Homeowner shall shut off water supply immediately if such is required to prevent further damage to the home.
Sanitary sewers, fixtures, waste or drain lines are clogged	Performance Standard: The Builder is not responsible for sewers, fixtures or drains that are clogged because of Homeowner's actions or negligence. Sanitary sewers, fixtures, waste or drain lines that do not operate or drain properly due to improper construction are deficiencies. Responsibility: When defective construction is shown to be the cause, Builder shall make necessary repairs. If Homeowner's actions or negligence are the cause, the Homeowner is responsible for correcting the problem. Homeowner is liable for the entire cost of any sewer and drain cleaning service provided by Builder where clogged drains are caused by Homeowner's actions or negligence. Exclusion: Builder is not responsible for sewer lines that extend beyond the property lines on which the Home is constructed.

DEFICIENCY	SYSTEM STANDARDS AND EXCLUSIONS (2 YEARS)
Septic systems fail to operate properly	Performance Standard: Septic system should be capable of properly handling normal flow of household effluent. Responsibility: Builder shall take corrective action if it is determined that malfunction is due to a deficiency in workmanship, materials, or failure to construct system in accordance with state, county, or local requirements. Builder is not responsible for malfunctions or limitations in the operation of the system attributable to design restrictions imposed by state, county, or local governing agencies. Builder is also not responsible for malfunctions which occur or are caused by conditions beyond Builder's control, including Homeowner negligence, abuse, freezing, soil saturation, changes in ground water table, or other acts of nature. Exclusion: The Homeowner is responsible for periodic pumping of the septic tank and a normal need for pumping is not a deficiency. The following are considered acts of Homeowner negligence or abuse and are excluded under the Warranty: a) excessive use of water such as overuse of washing machine and dishwasher, including their simultaneous use; b) connection of sump pump, roof drains or backwash from water conditioner to the system; c) placing of non-biodegradable items in the system; d) addition of harsh chemicals, greases or cleaning agents or excessive amounts of bleaches or drain cleaners; e) use of a food waste disposer not supplied by Builder; f) placement of impervious surfaces over the disposal area; g) allowing vehicles to drive or park over the disposal area; h) failure to periodically pump out the septic tank when required. Sewage pumps are excluded under the Warranty.
Sump pump	Performance Standard: A sump pump that is not installed according to the manufacturer's specifications is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The Homeowner is responsible for maintaining the sump pump.

DEFICIENCY	SYSTEM STANDARDS AND EXCLUSIONS (2 YEARS)
Water in plumbing pipes freezes, and the pipes burst	Performance Standard: Drain, waste, vent and water pipes shall be adequately protected to prevent freezing and bursting during normally anticipated cold weather. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Burst pipes due to Homeowner's neglect and resultant damage are not Builder's responsibility. Homeowner is responsible for draining exterior faucets, and maintaining suitable temperature in the Home to prevent water in pipes from freezing. During periods when the outdoor temperature falls below the design temperature, Homeowner is responsible for draining or protecting pipes. Homes which are periodically occupied, such as summer homes, or where there will be no occupancy for an extended period of time, must be properly winterized or periodically checked to ensure that a reasonable temperature is maintained.
Water supply system fails to deliver water	Performance Standard: All service connections to municipal water main or private water supply are Builder's responsibility when installed by Builder. Responsibility: Builder shall repair as required if failure to supply water is the result of deficiency in workmanship or materials. Exclusion: If conditions exist which disrupt or eliminate the sources of water supply that are beyond Builder's control, then Builder is not responsible.

DEFICIENCY	STRUCTURAL STANDARDS AND LIMITATIONS (10 YEARS)
STRUCTURAL	
Performance Complaints with Structural Components	Performance Standard: A structural defect exists where there is actual physical damage to one or more of the following specified load-bearing segments of the Home which caused the failure of the listed structural component (“Structural Component”) and which affects the load-bearing function of the listed component to the degree that it materially affects the physical safety of the occupants of the Home: 1) Roof framing members (tatters and trusses) 2) Floor framing members (joists and trusses) 3) Load-bearing walls 4) Columns 5) Lintels (other than lintels supporting veneers) 6) Girders 7) Load-bearing beams 8) Foundation systems and footings Exclusions: The following structural components are specifically excluded from the listed Structural Components covered by the Warranty: 1) Non-load-bearing partitions and walls 2) Wall tile or paper 3) Plaster, laths or drywall 4) Flooring and subflooring material 5) Brick, stucco, stone, siding or veneer 6) My other type of exterior siding 7) Roof shingles, roof tiles, sheathing and tar paper 8) Heating, cooling, ventilating, plumbing, electrical and mechanical systems 9) Appliances, fixtures or items of equipment 10) Basement and other interior floating, ground-supported concrete slabs 11) Doors, windows, trim, cabinets, hardware, insulation, paint and stains 12) My item covered under the workmanship and systems standards Responsibility: Following inspection and identification of a Structural Component that does not meet the Structural Performance Standard, Builder shall repair the Structural Component as necessary to restore the Structural Component’s load-bearing function. In addition, Builder shall repair and cosmetically correct any non-Structural Components to the extent that such non-Structural Components have been damaged by the failed condition of the Structural Component giving rise to the claim. Builder shall also repair and cosmetically correct those surfaces and finishes of the Home that were damaged by the repair of the condition giving rise to the claim.