LENNAR®

1-2-10 Single Family Home Warranty

Dear Homebuyer(s):

Congratulations on the purchase of your new Lennar Home.

As part of Lennar's commitment to quality, value and integrity, your Home is covered by a limited one-year warranty on workmanship, a limited two-year warranty on systems and a limited 10-year warranty on structural elements (also known as the "Lennar Limited Warranty" or "Limited Warranty").

The Lennar Limited Warranty is detailed in this document as to the scope of your Warranty coverage. Please take the time to become familiar with this Warranty document and read it in its entirety. It defines our responsibilities to you, and your responsibilities to your Home. Please keep in mind that the proper maintenance of your Home is vital, and if you do not perform the required maintenance on your Home on a regular basis, it can and will limit your Warranty rights.

While we are confident that Lennar can resolve any Warranty items to your satisfaction, **you should be aware that this Limited Warranty includes a requirement that all disputes be submitted to binding arbitration.**

Lennar is happy to answer any questions that you have about your Lennar Limited Warranty or specific construction standards and how they apply to your Home. However, please know that the content of this Warranty Booklet controls Lennar's obligations to you and your Home to the extent that there may be any differences between the content of this document and your conversations with any of our Lennar Associates.

Congratulations again - and enjoy your new Home!

Express Limited Warranty: The "Lennar Limited Warranty"

Under the Lennar Limited Warranty, the seller of your Home ("Lennar") commits that the components of your Home will perform to the standards listed in this Warranty Booklet. Specific components of your Home are covered for either one, two or ten years under the Lennar Limited Warranty, and Lennar's obligations are expressly limited to those standards and for only those time periods as explained below. Please take the time to review the section titled "What Is Not Covered By The Lennar Limited Warranty" which lists those items excluded from the Lennar Limited Warranty. The Lennar Limited Warranty commences on the date of closing of the original purchase of the Home (the "Closing Date"). The protection periods provided below are referred to in the Lennar Limited Warranty as "Warranty Terms."

Workmanship Protection for Year 1

For one year from the Closing Date, Lennar warrants that the components of the Home set forth in the Workmanship Standards found on pages 15 to 49 of this Warranty Booklet will perform in accordance with those Workmanship Standards. If a component is not specifically listed in the Workmanship Standards, then it is not warranted under the Lennar Limited Warranty or otherwise. If a component is performing in accordance with the Workmanship Standards, then Lennar has no further obligations under the Lennar Limited Warranty. Lennar reserves the sole right to determine the repairs and or replacements necessary to meet the Workmanship Standards. Please note that a limited number of items in the Workmanship Standards are subject to a one-time repair obligation.

Systems Protection for Years 1-2

For two years from the Closing Date, Lennar warrants that the components of the Home set forth in the Systems Standards found on pages 50 and 51 of this Warranty Booklet will perform in accordance with those Systems Standards. If a component is not specifically listed in the Systems Standards, then it is not warranted under the Lennar Limited Warranty or otherwise. If a component is performing in accordance with the Systems Standards, then Lennar has no further obligations under the Lennar Limited Warranty. Lennar reserves the sole right to determine the repairs and/or replacements necessary to meet the Systems Standards.

Structural Protection for Years 1 through 10

For ten years from the Closing Date, Lennar warrants that the structural components of the Home set forth in the Structural Components Standards found on page 52 of this Warranty Booklet will perform in accordance with those Structural Standards. If a component is not specifically listed in the Structural Standards, then it is not warranted under the Lennar Limited Warranty or otherwise. If a structural component is performing in accordance with those Structural Standards, then Lennar has no further obligations under the Lennar Limited Warranty. Lennar reserves the sole right to determine the repairs and/or replacements necessary to meet the Structural Standards and may, at its sole election, implement repairs in phases to determine if structural components can be stabilized as part of meeting its obligations under the Structural Standards.

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 your Home during the Warranty Term, you agree to give this Warranty Booklet 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 other than 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 Lennar Limited Warranty Service

If you believe that a component of your Home is not performing to the Lennar Limited Warranty standards during the applicable Warranty Term, you must send the appropriate Notice of Workmanship/Systems Claim Form or Notice of Structural Claim Form (located at this back of this booklet)("Notice of Claim") to Lennar.

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 sending the Notice of Claim to the appropriate Customer Care office.

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 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 your 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 (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 your Home). Additional time may be required to investigate, design, implement and/or complete structural repairs beyond the (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 (30) thirty 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 your Home during normal business hours of 8 a.m. to 5 p.m. to inspect, repair and conduct tests in your Home as we may deem necessary. If you refuse to allow us access to your 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 Booklet.

Mediation/Arbitration Of Disputes

The terms "Buyer" and "Seller" as used in this section of your warranty shall have the same meaning as set forth in your Purchase and Sale Agreement (the "Agreement"). By purchasing a Lennar home and receiving this warranty, Buyer specifically agrees that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) 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"** (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, the Agreement, the Home, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Home, or in the Community; or (4) relating to issues for formation, validity, or enforceability of this Section. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose.

If the parties are unable to agree to a mediator, the parties will utilize the American Arbitration Association ("AAA") for this role. The parties expressly agree that the mediator's charges shall be equally shared and that each party shall be responsible for its own costs and fees, including attorneys' fees and consultant fees incurred in connection with the mediation.

If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Construction Industry Arbitration Rules. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on the Disputes would be barred by the applicable statute(s) of limitations or statute(s) of repose, which such statute(s) the parties expressly agree apply to any Disputes. The decision of the arbitrator(s) shall be final and binding on both parties. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds $250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

BUYER AND SELLER AGREE THAT ANY LAWSUIT OR ARBITRATION PROCEEDING (WHICHEVER MAY APPLY) ARISING FROM OR RELATING TO ANY DISPUTE MUST BE COMMENCED WITHIN TWO YEARS AND ONE DAY FROM THE DATE THE CAUSE OF ACTION ACCRUES. TIME IS OF THE ESSENCE, SO THAT IF THE LAWSUIT OR ARBITRATION PROCEEDING IS NOT COMMENCED WITHIN THAT STATED PERIOD, THE DISPUTE IS BARRED AND WAIVED. FOR ARBITRATION PURPOSES, A CAUSE OF ACTION SHALL ACCRUE AS PROVIDED BY APPLICABLE STATUTE FOR THE INSTITUTION OF A LEGAL OR EQUITABLE PROCEEDING; AND IF THERE IS NO APPLICABLE STATUTE, THEN THE CAUSE OF ACTION, REGARDLESS OF THE BUYER'S LACK OF KNOWLEDGE, ACCRUES ON DISCOVERY OF THE INJURY.

The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties and then only as between those parties.

BUYER AND SELLER AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY 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. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS SELLER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO ABOVE.

Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of the Agreement, then the parties agree to the following provisions: **BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THE AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND SELLER AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. BUYER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. SELLER HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THE AGREEMENT**. For any Dispute that involves a claimed amount of less than $10,000, the parties may agree to litigate the Dispute before a judge in a court of small claims; however, any appeal of the judgment rendered in the small claims court will be subject to the mediation and arbitration provisions set forth in this Section.

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 your Home;

3. Loss or damage which arises while your 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 your Home;

5. Loss of use of all or a portion of your 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, burglar alarms, 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 pumps, water softeners, water heaters, whirlpool baths, and whole house 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 your 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, negligence on the part of any person:

- **a.** 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;
- **b.** Change of the grading of the ground that alters the original grade or flow of water at your Home, or does not comply with accepted grading practices;
- **c.** 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;

d. Abuse of your Home, or any part thereof;

e. 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;

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

12. Any condition caused by the homeowner's failure to properly maintain the home; or

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

Limitations On Lennar Limited Warranty

Homeowner Obligations. You are obligated to care for your 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, your Home or components of your Home may experience some material shrinkage, cracking and other events which are normal and customary. Remember that you are responsible for proper maintenance of your Home including maintaining the original grades around your Home, planting trees and shrubs at a proper distance from your Home and conforming to generally accepted landscape practices for your region. Changing the drainage and grading patterns or trapping water near your Home as a result of homeowner changes in grades and landscaping may cause damage to your foundation.

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 your 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 your Home are included in this cumulate 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 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 and 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 accommodations 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 your 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 your 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 and whose repair is necessary to make your 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 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 impact new home warranties. If your 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 your 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.

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.

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).

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, and Lennar warrants that for a period of two years, your 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's 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 homeowners' 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.

South Carolina

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, SECTION 15048-10, 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

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 occur 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.

Structural components covered by the Structural Standards set forth on the following pages shall only include:

1. Foundations systems and footings
2. Beams
3. Girders
4. Lintels
5. Columns
6. Roof sheathing (only if your Home has original FHA/VA financing still in effect)
7. Load bearing walls and partitions
8. Roof framing systems
9. Floor systems
10. For the State of Colorado, basement slabs for the first four years of the structural warranty period, but only if your Home has original FHA/VA-insured financing.

The following components are NOT covered under the Structural Standards set forth on the following pages:

1. Non-load bearing partitions and walls
2. Wall tile or paper
3. Plaster, laths or drywall
4. Flooring and sub-floor material
5. Brick, stucco, stone, siding or veneer
6. Any other type of exterior cladding
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. Doors, trim, cabinets, hardware, insulation, paint, stains
11. Basement and other interior floating, ground-supported concrete slabs
12. Any item covered under the workmanship and systems standards

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1-2-10 Single Family Home Warranty

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
SITE WORK	
Grading	Performance Standard: Settling around foundation walls, utility trenches or other filled areas that exceeds a maximum of six-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.
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.
Soil erosion	No coverage.
LANDSCAPE	No coverage due to regional variances in temperature and terrain. Warranty coverage may be available from a third-party landscape contractor, if applicable.
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.
IRRIGATION	No coverage.
FENCING	No coverage.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
CONCRETE	
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 seeping 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.
Expansion/control joint separation	No coverage. Concrete slabs are designed to move at control joints, and such movement does not require corrective action.
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 will 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.
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.
Cracks in 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 exterior concrete	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 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 concrete floor of unfinished area (no floor covering) or in areas not designed for living	No coverage.
Cracks in visible face of foundation	No coverage.
Uneven concrete floor slabs	Performance Standard: Concrete floors in rooms finished for habitability by Builder that have pits, depressions or area 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.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
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.
Efflorescence is present on surface of basement floor	No coverage.
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.
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.
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.
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 is excluded.
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.
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 1.5 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.
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.
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)
Asphalt driveways	No coverage.
Masonry (brick) driveway settlement/shifting	No coverage.
Masonry driveway color variation	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.
Negative slope driveway	Performance Standard: A driveway that has a negative slope is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Driveways with negative slope due to site conditions where the lot is below the road are not a deficiency.
Pop-outs in exterior concrete	No coverage.
Surface scaling in exterior concrete	No coverage.
Water ponding on exterior concrete surfaces	No coverage.
Common area sidewalks	No coverage.
Exterior concrete paver surfaces	No coverage.
Exterior concrete finish	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.
Concrete corners and edges	Performance Standard: Concrete corners and edges that are excessively damaged during 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.

MASONRY	
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.
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.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
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.
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.
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.
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.
Efflorescence is present on masonry or mortar surface	No coverage.
Cracking or spalling 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 spalling of the finish surfaces are deficiencies. Responsibility: Scrape out cracks and spalled areas. Fill with cement plaster or stucco to match finish and color as close 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.
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.
Exposed lath	Performance Standard: Lath that is exposed is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
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. Exemptions: Texture is applied by hand, which varies with the technique of the installer. Where tall walls exist, it is necessary to install in several passes. Breaks between application phases occur in all homes and sometimes are more visible due to the method of application. Inherent inconsistency is to be expected as with all hand-applied troweled finishes. During repair, the Builder will try to match the original texture as closely as possible, but a perfect match is not covered by the Warranty.
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.
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.
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.
Stucco finish imperfections	Performance Standard: Stucco surfaces that have imperfections that are visible from a distance of 10 feet under normal lighting conditions and that disrupt the overall uniformity of the finished pattern are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Stucco deteriorates excessively	Performance Standard: Stucco that deteriorates excessively is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Deterioration caused by Homeowner allowing water from irrigation system to contact stucco excessively is not covered.
Stucco bowed, uneven or wavy	Performance Standard: Stucco walls that bow in excess of 1.5 inches in 10 feet measured vertically is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Stucco screed	Performance Standard: 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 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.
Course of masonry or veneer not straight	No coverage.
Exterior cut bricks are of different thickness below openings	No coverage.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
CARPENTRY/FRAMING	
Floors squeak, due to improper installation or loose subfloors	Performance Standard: Loud and objectionable squeaks caused by improper installation or loose subfloor are deficiencies, but a totally squeak-proof floor cannot be guaranteed. Responsibility: Builder will refasten any loose subfloor or take other corrective action to reduce squeaking to the extent possible within reasonable repair capability without removing floor and ceiling finishes. Floor squeaks may occur when a subfloor that has come loose from the joists is deflected by the weight of a person and rubs against the nails that hold it in place. Squeaks may also occur when one joint is deflected while the other members remain stationary. Because the Standard requires the Builder to make a reasonable attempt to eliminate squeaks without requiring removal of all floor and ceiling finishes, nailing loose subflooring with casing nails into the carpet surface and countersinking the head is an acceptable practice.
Squeaking stair riser or tread	Performance Standard: Loud squeaks caused by a loose stair riser or tread are deficiencies, but totally squeak-proof stair risers or treads cannot be guaranteed. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
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.
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.
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.
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 floor is out of square	No coverage.
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.
Excessive deflection observed in floor or roof constructed of wood I-joists	Performance Standard: If 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)
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 with any 8-foot vertical measurement are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
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, 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 1.5 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 1.5 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.
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.
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.
Wood beam or post is split	Performance Standard: Beams or post, especially those 2.5 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.
Wood beam or post is twisted, bowed or cupped	Performance Standard: A non-structural post or beam having a warp or twist equal or exceeding 1 inch in 8 feet of length 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.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
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 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.
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.
INTERIOR TRIM	
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 stud-mounted brackets no more than 4 feet apart. The length of a shelf shall not be shorter than the actual distance between the supporting walls by an amount equal to or exceeding 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.
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.
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.
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.
Interior trim is split	No coverage. Splits, cracks and checking are inherent characteristics of all wood products and are not considered deficiencies.
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. Exemption: Refinished or replaced areas may not match surrounding areas exactly.
Exposed nail heads in woodwork	Performance Standard: After painting or finishing, nails and nails 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. Exemption: Nail holes do not have to be filled where the surface finish is not conducive or so designed to have nail holes filled because of the product. Nail holes in base and trim in unfinished rooms or closets do not have to be filled.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
THERMAL AND MOISTURE PROTECTION	
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: Take such 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, then Builder shall take necessary action to correct the problem. Exemption: Leaks caused by landscaping improperly installed by the Homeowner or failure by the Homeowner to maintain proper grades are excluded from Warranty Coverage. Dampness in basement and foundation walls or in concrete basement and crawl space floors is often common to new construction and is not a deficiency.
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 the 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.
Sound transmission between rooms, floor levels, or from the street into Home	No coverage.
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 or 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 seasonable adjustment of vents is the responsibility of the Homeowner.
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 retarder 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.
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.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
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.
Kitchen or bath fans allow cold air infiltration	No coverage. This is a normal condition beyond the Builder's control.
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.
SIDING	
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.
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 Homeowners actions or neglect, such as leaning heavy objects against siding, impact, or sprinkler systems repeatedly wetting siding is not a deficiency.
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 or such as bowing caused by sprinkler system repeatedly wetting siding is not a deficiency. Impact, or sprinkler systems repeatedly wetting siding is not a deficiency.
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.
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.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
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.
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.
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.
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.
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.
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 that 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/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.
"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.
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: Builder shall take corrective action necessary to comply with the Standard. Caulk open joints between dissimilar materials.

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.
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.
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.
Exterior trim board cupped	Performance Standard: Exterior trim and eave block that cups in an amount equal to or in excess of a 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.
Siding is not installed on 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.
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 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.
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.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
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 break 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 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 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 consumer and contractor may agree to disregard standard to match conditions on structure.
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.

ROOF	
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.
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 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 winds including gusts greater than 60 miles per hour, are not deficiencies. Homeowner should consult the manufacturer's warranty for specs, standards and warranty responsibility in higher wind speeds.
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.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Mildew, algae and moss on roofs	No coverage. The growth of mildew, algae and moss on roof surfaces is caused by the accumulation of dust and 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.
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 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.
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.
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.
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.
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. Exclusion: Deficiencies caused by Homeowner conduct.
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.
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.
Roofing is blistered but does not admit water	Performance Standard: 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.
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.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
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 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.
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.
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.
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.
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.
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.
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.
Existing roof shingles telegraphing through new asphalt shingles	No coverage.
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.
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.
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.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
DOORS AND WINDOWS	
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.
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.
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.
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 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.
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.
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: Where carpet is selected by the Homeowner having excessive high pile, the Homeowner is responsible for any additional door undercutting. Builder is not responsible if Homeowner installs carpet.
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 1.5 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.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
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. Exclusion: 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.
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.
Latch is loose or rattles	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.
Painted or stained doors	Performance Standard: A door or window shall be painted or stained according to the manufacturers' 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.
De-laminated doors	Performance Standard: A door that delaminates is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
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.
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.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
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.
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.
Garage	Performance Standard: A garage door shall remain in place at any open position, operate smoothly 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.
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.
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.
Condensation or frost on window frames and glass	Performance Standard: 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.
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.
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.
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.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Door hardware or kick plate has tarnished	No coverage.
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.
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.
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.
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.
Clouding and condensation on inside surfaces of insulated glass	No coverage.
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.
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.
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.
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.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Mirrors and shower doors	Performance Standard: A mirror, interior glass or shower door shall not be loose and shall be securely mounted or attached to the supporting surface. Fixtures, such as towel bars or door handles, shall be securely mounted. A mirror, interior glass or shower door shall not be damaged due to construction activities. A shower door shall not leak. 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.
FINISHES	
Cracks in plaster wall and ceiling surfaces	Performance Standard: Hairline cracks are not unusual. Cracks in plaster wall and ceiling surfaces exceeding 1/16-inch in width are deficiencies. 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.
Texture on blown or textured ceilings is uneven	No coverage. This is a normal condition that occurs with randomly applied materials.
Drywall bowed	Performance Standard: A drywall surface that has a bow or depression that equals or exceeds 1/4-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 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.
Angular gypsum wallboard joints are uneven	No coverage. This is a natural condition that occurs with randomly applied materials.
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.
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.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
FLOORING	
Flagstone, marble, quarry tile, slate, or other hard surface flooring is broken or loose	Performance Standard: Tile, flagstone or similar hard surfaced sanitary 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.
Hard surface color variations and imperfections	No coverage.
Excessive "lippage" of adjoining marble or ceramic tile	Performance Standard: Lippage greater than 1/8-inch 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: Irregular tiles such as limestone, adoquin and Mexican Pavers are not covered by the Warranty.
Cracks in grouting of ceramic tile joints or at junctions with other materials such as a bathtub, shower, or countertop	No coverage.
Grout or mortar joint is not a uniform color	Performance Standard: Grout that changes shade or discolors excessively 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.
Irregular grout lines	Performance Standard: Hard surface layout or grout line that are excessively irregular 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: Natural products such as flagstone, marble, granite, slate, and other quarry tile will have size variations that may create irregular layouts or grout lines.
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, table and chair legs, can cause similar problems, and are not covered by this Warranty.
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.

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.
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.
Yellowing appears on surface of vinyl sheet goods	No coverage.
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.
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 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 heel style shoes may cause indentations. These conditions are not covered by the Warranty.
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.
Voids in the floor finish	Performance Standard: Voids or "holidays" 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)
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.
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.
Excessive knots and color variation of strip hardwood flooring	No coverage.
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.
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.
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.
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.
Loose sub-flooring	Performance Standard: Lumber shrinkage as well as temperature and humidity changes may cause loose sub-flooring. Responsibility: Builder will correct if due to a defective joint or improper flashing.
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.
Color variations in carpet	No coverage.
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.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
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.
Floor covering fades, stains or discolors	No coverage.
Premature wearing of carpet	No coverage. Manufacturer's warranty may apply.
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.

PAINT/WALL COVERING	
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.
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.
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.
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.
Exterior paint or stain peels or deteriorates	Performance Standard: Exterior paints or stains that peel or deteriorate during the first year of ownership 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 paint or stain deteriorates	Performance Standard: Interior paints or stains that peel or deteriorate during the first year of ownership 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.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
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 and wall coverings have been installed, the Builder will not warrant the match of any necessary repairs. All blemishes should be noted and repaired prior to custom paints and wall coverings being applied.
Mildew or fungus forms on painted or factory finished surfaces	No coverage.
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.
Deterioration of varnish or lacquer finishes on interior surfaces	Performance Standard: Clear finishes used on exterior 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 period 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.
Damaged interior surfaces	Performance Standard: Interior painted, varnished or finished 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.
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.
Visible brush marks on interior paint	No coverage.
Visible lap marks on interior paint	No coverage.
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 than can be easily removed by normal cleaning methods are considered to be the Homeowner's maintenance and are not deficiencies.
Peeling of wallcovering installed by Builder	Performance Standard: Peeling of wallcovering is a deficiency, unless it is due to the Homeowner's abuse or negligence. 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: Builder is not responsible for wallpaper installed by Purchaser. Homeowner is responsible for maintaining adequate ventilation in areas of high humidity, such as kitchens and bathrooms.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Separated seams in wallpaper	Performance Standard: Builder will correct if wall surface is readily visible. Minor imperfections can be expected. 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.
Pattern in wallcovering is mismatched at the edges	Performance Standard: Patterns in wallcovering that do not match at the edges 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. Exclusion: Builder is not responsible for discontinued or variations in color. Defects in the wallcovering patterns are the manufacturer's responsibility, and excluded from Warranty coverage.
Lumps and ridges and nail pops in wallboard that appear after the Homeowner has wallcovering installed by others	No coverage.
Stained, discolored or spotted wall coverings	Performance Standard: Stained, discolored or spotted wall coverings from 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.
Scratched, gouged, cut or torn wall covering	Performance Standard: Scratched, gouged, cut or torn wall 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 deficiencies noted prior to closing.

CHIMNEY/FIREPLACE	
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. Exclusion: When it is determined that the fireplace is properly designed and constructed, but still malfunctions due to natural causes beyond Builder's control, Builder is not responsible.
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.
Firebox color is changed; accumulation of residue in chimney or flue	No coverage.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
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.
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.
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.
Firebox lining damaged by fire	No coverage. Heat and flames may cause discoloration.
Pre-fab gas fireplace	No coverage.
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 will 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 or firebrick and mortar joints. This should be expected, and is not covered by the Warranty.
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.
Firebrick or mortar joint cracks	No coverage. Heat and flames from normal fires can cause cracking.

CABINETS & COUNTERTOPS	
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.
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 furthermost 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.
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.
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.

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.
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.
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 are not considered defects. Wood has these variations, and these variations are not covered by the Warranty.
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.
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.
Manufactured marble vanity top cracks at drain	Performance Standard: Vanity tops that crack 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 that are visible from a distance of 6 feet in normal lighting conditions at time of acceptance of the project. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Concrete countertops	Performance Standard: (1) A concrete countertop with excessive pits, depressions, or unevenness that equal or exceed 1/8-inch in any 32-inch measurement is a deficiency. (2) A concrete countertop with separations or cracks equal to or exceeding 1/16-inch in width or 1/64-inch in vertical displacement is a deficiency. (3) A finished concrete countertop that is stained, spotted or scratched due to construction activities is a deficiency. (4) A concrete countertop with a chipped edge that extends beyond 1/16-inch from the edge of the countertop due to construction activities is a deficiency. (5) A concrete countertop that changes shade or discolors excessively 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.
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.

1-2-10 Single Family Home Warranty

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
APPLIANCES	
Defective fixture, fitting or appliance	Performance Standard: Kitchen, laundry and bar appliances that fail to function per the manufacturer's specifications will be addressed by the manufacturer under the manufacturer's warranty.
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.
DECKS	No coverage.
PEST CONTROL	No coverage.
POOLS	No coverage.
PLUMBING	
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.
Defective plumbing fixtures, appliances or trim fittings	No coverage. Defective plumbing fixtures, appliances, and trim fittings are covered under the manufacturer's warranty.
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.
Corroded fixtures	No coverage.
Loose fixtures	Performance Standard: Fixtures that are loose are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
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.

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.
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.
Bathtub or shower squeaks	No coverage.
Shower enclosure flexes	Performance Standard: Excessive flexing in a shower base 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.
Sewer odors	No coverage.
Blocked vent stack	No coverage.
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.
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.
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.
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.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
MECHANICAL	
Exterior compressor unit pad	No coverage.
Back draft 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.
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. NOTE FOR HEATING: There may be periods when the outdoor temperature falls below the design temperature, thereby lowering the temperature in 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 air-conditioning or 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.
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 height of 5 feet above the floor, under local outdoor summer design conditions. NOTE FOR AIR CONDITIONING: In the case of outside temperatures exceeding 95-degrees Fahrenheit, the system shall keep the inside temperature 15-degrees cooler than the outside temperature. National, state, or local requirements shall supersede this guideline where such requirements have been adopted by the local governing agency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Orientation of Home 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.
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.
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.
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.
Condensate lines clog up	No coverage. Condensate lines will clog under normal conditions. The Homeowner is responsible for continued operation of drain lines.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
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.
Improper mechanical operation of evaporative cooling system	Performance Standard: Equipment that does not function properly at temperature standard set 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.
Ductwork makes noises	No coverage. When metal is heated, it expands, and when cooled, it contracts. The resulting "ticking" or "cracking" sounds generally are to be expected and are not deficiencies.
Ductwork makes excessively loud noises known as "oil canning"	Performance Standard: The stiffening of the ductwork and the gauge of metal used shall be such that ducts do not "oil can." The booming noise caused by oil canning 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.
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.
Vibration from heating or cooling equipment	Performance Standard: No coverage. It is normal for heating/air-conditioning equipment to generate some noise and vibration.
Metal rattling at register, grills or ducts	Performance Standard: Air moving through registers, grills and ducts makes noise and is normal. Duct systems are not designed to be noise-free. However, metal rattling from the registers, grills or ducts 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. Exclusion: Under certain conditions, some noise may be experienced with the normal flow of air when product is installed correctly.
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.
There are gaps between HVAC vent or register covers and the wall or ceiling	No coverage. This is a normal condition beyond the contractor's control.
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.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
ELECTRICAL	
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.
Tarnished fixture or trim plate	No coverage.
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.
Smoke detector	No coverage.
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.
Ceiling fan vibrates	No coverage.
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 manufacturer's specifications.
Electrical panel, breakers and fuses	Performance Standard: An electrical panel and breakers that do not have sufficient capacity to provide electrical service to the Home 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.
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.
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.
Fixtures, outlets, doorbells and switches	Performance Standard: Fixtures, outlets, doorbells and switches that are not installed according to manufacturer's specifications are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Wiring for cable television, telephone or internet	Performance Standard: Wiring for cable television, telephone or internet 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.
Malfunction of low-voltage wiring system	Performance Standard: Low-voltage wiring system malfunction is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Communication wiring	No coverage.
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.
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.
Light fixture tarnishes	No coverage. Finishes on light fixtures may be covered under their manufacturer's warranty.

DEFICIENCY	SYSTEMS STANDARDS AND EXCLUSIONS (2 YEARS)
MECHANICAL SYSTEMS	
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 for the Homeowner's negligence or abuse as exclusion 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, and 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.
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 insure that a reasonable temperature is maintained.
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 Homeowners' actions or negligence is 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	SYSTEMS STANDARDS AND EXCLUSIONS (2 YEARS)
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.
In ground wells	No coverage.
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.

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.

DEFICIENCY	STRUCTURAL STANDARDS AND EXCLUSIONS (10 YEARS)
STRUCTURAL	
The foundation is out of level	Performance Standard: Slab foundations should not move differentially after they are constructed, such that a tilt or deflection in the slab in excess of the standards defined below arises from post-construction movement. The protocol and standards for evaluating slab foundations shall follow the "Guidelines for the Evaluation and Repair of Residential Foundations" as published by the Texas Section of the American Society of Civil Engineers (2002), hereinafter referred to as the "ASCE Guidelines" with the following modifications: (1) Overall deflection from the original construction elevations shall be no greater than the overall length over which the deflection occurs divided by 360 (L/360) and must not have more than one associated symptom of distress, as described in Section 5 of the ASCE Guidelines, that results in actual observable physical damage to the Home. (2) The slab shall not deflect after construction in a tilting mode in excess of one percent from the original construction elevations resulting in actual observable physical damage to the components of the Home. If measurements and associated symptoms of distress show that a slab foundation does not meet the deflection or tilt standards stated in this Standard, a third-party inspector's recommendation shall be based on the appropriate remedial measures as described in Section 7 of the ASCE Guidelines.
Crack in concrete footing	Performance Standard: Cracks greater than 1/4-inch in width are considered deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Pier and beam foundations	Floor over pier and beam foundations. (A) A floor over pier and beam foundation shall not deflect more than L/360 from its original construction elevations and have that movement create actual observable physical damage to the components of the Home identifiable in Section 5.3 of the ASCE Guidelines. (B) If a floor over pier and beam foundation deflects more than L/360 from its original construction elevation and the movement has created actual observable physical damage to the components of a home identifiable in Section 5.3 of the ASCE Guidelines, a third-party inspector's recommendation shall be based on applicable remedial measures as described in Section 7 of the ASCE Guidelines.
Cracked or bowed structural components	Structural components. (A) A defined structural component shall not crack, bow, become distorted or deteriorate, such that it compromises the structural integrity of a home or the performance of a structural system of the Home resulting in actual observable physical damage to a component of the Home. (B) If a structural component of a home cracks, bows, is distorted or deteriorates such that it results in actual observable physical damage to a component of the Home, the Builder shall take such action as is necessary to repair, reinforce or replace such structural component to restore the structural integrity of the Home or the performance of the affected structural system.
Deflected structural components	Deflected structural components. (A) A structural component shall not deflect more than the ratios allowed by the Code. (B) If a structural component of the Home is deflected more than the ratios allowed by the Code, the Builder shall repair, reinforce or replace such structural component to restore the structural integrity of the Home or the performance of the affected structural system.
Damaged structural components	Damaged structural components. (A) A structural component shall not be so damaged that it compromises the structural integrity or performance of the affected structural system. (B) If a structural component is so damaged that it compromises the structural integrity or performance of a structural system of the Home, the Builder shall take such action as is necessary to repair, reinforce or replace such structural component to restore the structural integrity of the Home or the performance of the affected structural system.
Separated structural components	Separated structural components. (A) A structural component shall not separate from a supporting member more than 3/4-inch or such that it compromises the structural integrity or performance of the system. (B) If a structural component is separated from a supporting member more than 3/4-inch or separated such that it compromises the structural integrity or performance of a structural system of the Home, the Builder shall take such action as necessary to repair, reinforce or replace such structural component to re-establish the connection between the structural component and the supporting member, to restore the structural integrity of the Home and the performance of the affected structural system.
Non-performing structural components	Non-performing structural components. (A) A structural component shall function as required by the Code. (B) If a structural component does not function as required by the Code, the Builder shall take such action as is necessary to bring the variance within the standard stated in subparagraph (A) of this paragraph.

1-2-10 Single Family Home Warranty

LENNAR®

Mail to: Lennar
Customer Care office
381 Mallory Station Road, #200
Franklin, TN 37067

NOTICE OF CLAIM FORM
FOR LENNAR LIMITED WARRANTY COVERAGE
Workmanship/Systems Claims Only

Please read the Lennar Warranty Booklet for filing instructions and pertinent information.

YOUR NAME _____

ADDRESS OF COMPLAINT _____
(street)

_____
(city) (state) (zip)

HOME PHONE (____)_____ BUSINESS PHONE (____)_____

EFFECTIVE DATE OF WARRANTY _____/_____/_____
(month) (day) (year)
(date of closing or first occupancy)

NATURE OF DEFECT (BE SPECIFIC) _____
_____
_____
_____
_____

DATE DEFECT FIRST OBSERVED _____/_____/_____
(month) (day) (year)

DATE FIRST REPORTED TO LENNAR _____/_____/_____
(month) (day) (year)

Attach any copies of relevant correspondence between you and Lennar or any third party involving this claim.

CHECK ONE (if applicable)
1. ☐ FHA 2. ☐ VA 3. ☐ RHS

Case # _____

If you are the original owner, and your Home is FHA-financing, please provide the following:
Name of Mortgage Company _____
Address of Mortgage Company _____

_____
Homeowner signature date

_____
Homeowner signature date

1-2-10 Single Family Home Warranty

LENNAR®

NOTICE OF CLAIM FORM
FOR LENNAR LIMITED WARRANTY
COVERAGE
Structural Claims Only

Mail to: Lennar
Customer Care office
381 Mallory Station Road, #200
Franklin, TN 37067

Please read the Lennar Warranty Booklet for filing instructions and pertinent information.

YOUR NAME _____

ADDRESS OF COMPLAINT _____
(street)

_____
(city) (state) (zip)

HOME PHONE (____)_____ BUSINESS PHONE (____)_____

EFFECTIVE DATE OF WARRANTY _____/_____/_____
(month) (day) (year)
(date of closing or first occupancy)

Please note that the Lennar Limited Warranty provides Limited Structural Warranty Coverage which is subject to exclusions and conditions. You are encouraged to review the Structural Performance Standards of your Warranty and the list of structural components that are covered and not covered by the Structural Performance Standards.

Please answer the following questions:

1. Have you reviewed the Structural Performance Standards and list of covered and non-covered components in your Warranty? ☐ Yes ☐ No

2. Do you believe that you have a covered Structural claim under the terms _____ of the Structural Performance Standards in your Warranty? ☐ Yes ☐ No

NATURE OF DEFECT (BE SPECIFIC) _____

_____

_____

_____

_____

DATE DEFECT FIRST OBSERVED _____/_____/_____
(month) (day) (year)

DATE FIRST REPORTED TO LENNAR _____/_____/_____
(month) (day) (year)

Attach any copies of relevant correspondence between you and Lennar or any third party involving this claim.

CHECK ONE (if applicable)
1. ☐ FHA 2. ☐ VA 3. ☐ RHS

Case # _____

If you are the original owner, and your Home is FHA-financing, please provide the following:
Name of Mortgage Company _____
Address of Mortgage Company _____

_____
Homeowner signature date

_____
Homeowner signature date