



BUILDER WARRANTY

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

BUILDER WARRANTY

A. INTRODUCTION TO YOUR BUILDER WARRANTY.

This Builder Warranty provides specific details, conditions and limitations, including procedures for requesting warranty performance and for binding arbitration. Read this document in its entirety to understand the protection it affords, the applicable exclusions, the performance standards, and your responsibilities. This Builder Warranty provides an explanation of what you can expect.

B. TERMS & CONDITIONS.

1. GENERAL PROVISIONS TO BUILDER WARRANTY.

(a) SCOPE. This document describes the standards of performance for the various elements or components of a Home as described. The Builder will repair or replace those elements or components of your Home that do not meet these standards during the applicable warranty period based upon the expected level of performance described in these standards. All Home construction shall comply with the Code.

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

(1) Adverse effect. A tangible condition that substantially impairs the functionality of the habitable areas of the Home.

(2) Builder Responsibility. A statement of the corrective action required by the Builder to repair the Defect and any other damage resulting from making the required repair.

(3) Code. The version of the International Residential Code or, if the context requires, the National Electrical Code applicable to the Home at the time the Home was constructed.

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

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

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

(7) Exclusion. Items, conditions or situations not warranted or not covered by a performance standard or this Builder Warranty.

(8) Extreme Weather Condition(s). Weather conditions in excess of or outside of the scope of the design criteria stated or assumed for the circumstance or locale in the Code.

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

(10) Owner. The person or persons who first acquired title to the Home, who entered into a construction contract with Builder, and/or any and all subsequent owners who take title within the warranty period.

(11) Owner Responsibility. An action required by the Owner for proper maintenance or care of the Home or the element or component of the Home concerned. An Owner's failure to substantially comply with a stated Owner responsibility creates an exclusion to the warranty for the performance standard.

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

(13) Manufactured Product. A component of the Home that was

manufactured away from the site of the Home and that was installed in the Home without significant modifications to the product as manufactured. Manufactured products commonly installed include, but are not limited to, dishwashers, cook tops, ovens, refrigerators, trash compactors, microwave ovens, kitchen vent fans, central air conditioning coils and compressors, furnace heat exchangers, water heaters, carpet, windows, doors, light fixtures, fireplace inserts, pipes and electrical wires. For purposes of this Builder Warranty, a manufactured product includes any component of a Home for which the manufacturer provides a warranty, provided that the manufacturer permits transfer of the warranty to the Owner.

(14) Original Construction Elevations. Actual elevations of the foundation taken prior to substantial completion of the Home. Such actual elevations shall include elevations of porches and garages if those structures are part of a monolithic foundation. To establish original construction elevations, elevations may be taken at a rate of approximately one elevation per 100 square feet showing a reference point, subject to obstructions. Each elevation shall describe the floor. If no such actual elevations are taken then the foundation for the habitable areas of the Home are presumed to be level +/- 0.75 inch (three-quarters of an inch) over the length of the foundation.

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

(16) Span. The distance between two supports.

(17) Substantial Completion. Substantial Completion shall occur at the earlier of (i) when a certificate of occupancy or final green tag is issued by the applicable municipality, (ii) when all inspections required by Texas Local Government Code, Chapter 233 have been performed, as applicable, (iii) if neither (i) nor (ii) apply, when the Home has been constructed substantially per the applicable plans and specifications or (iv) Owner takes or has the ability to take possession of the Home. Completion of any punch list item(s) is not required to reach Substantial Completion. Should Owner take possession of or reasonably have the ability to occupy the Home prior to Substantial Completion, Owner acknowledges the Home is complete and habitable.

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

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

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

(1) BUILDER'S WORK. The Builder is responsible for all work performed under the direction of the Builder for the warranty periods.

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

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

(4) MANUFACTURED PRODUCTS. The Builder shall install all manufactured products per the manufacturer's instructions and specifications. The Builder

shall use only new manufactured products and parts unless otherwise agreed in writing by the parties. If the Builder did not install a manufactured product per the manufacturer's specifications or use newly manufactured parts as required, the Builder shall take such action as necessary to bring the variance within the standard. All warranties on Manufactured Products, if any, are assigned, without recourse, to Owner. Builder makes no warranties of any kind, express or implied, concerning Manufactured Products and expressly disclaims all implied warranties of merchantability, fitness or use for a particular purpose, and any other warranties to the fullest extent permitted by state or federal law.

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

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

(b) EXCEPTIONS & EXCLUSIONS.

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

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

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

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

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

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

(F) Extreme weather conditions.

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

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

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

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

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

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

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

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

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

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

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

(R) Abuse or misuse of a Home component or manufactured product by anyone other than the Builder or persons providing work or material at the direction of the Builder.

(S) Consequential, special, and incidental damages.

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

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

(c) OWNER'S RESPONSIBILITIES.

(1) HOME MAINTENANCE. Maintenance of the Home and the lot on which the Home is located are essential to the proper functioning of the Home. The Owner is responsible for maintenance of the Home and the lot on which it is located. The Owner is responsible for maintenance items described in this paragraph and those maintenance items identified separately in the performance standards set forth herein. Additionally, the Owner is responsible for ongoing maintenance responsibilities that affect the performance of the Home but that may not be expressly stated in this Builder Warranty. Such ongoing maintenance responsibilities include, but are not limited to, periodic repainting and resealing of finished surfaces as necessary, caulking for the life of the Home, regular maintenance of mechanical systems, regular replacement of HVAC filters, cleaning and proper preservation of grading around the Home and drainage systems to allow for the proper drainage of water away from the Home.

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

(3) LANDSCAPE PLANTING. The Owner shall take measures to prevent landscaping materials or plants from contacting the exterior surface of the Home and from interfering with the proper drainage of water away from the foundation. The Owner should not improperly alter the proper drainage pattern or grade of the soil within ten feet of the foundation so that it negatively impacts the Home's performance or fails to comply with the Code. No warranty is provided under this Builder Warranty for landscaping, vegetation, or trees.

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

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

3. EXPRESS HOME WARRANTIES.

(a) WARRANTY PERIODS. The maximum warranty periods for residential construction and residential improvements provided for under this Builder Warranty are:

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

(2) TWO YEAR COVERAGE: Builder warrants that for a period of two years after the Effective Date of the Builder Warranty, plumbing, electrical, heating, and air-conditioning delivery systems will function and operate as identified in the Performance Standards for the Two Year Warranty; and

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

(b) MANUFACTURED PRODUCT WARRANTIES. The Builder assigns to Owner, without recourse, the manufacturer's warranty for all Manufactured Products that are covered by a manufacturer's warranty. Any rights that inure to the Owner provided under a manufacturer's warranty are the obligation of the manufacturer. The Builder does not assume any of the obligations of the manufacturer resulting from a manufacturer's warranty.

(c) INCORPORATED PERFORMANCE STANDARDS. In the event this Builder

Warranty does not specify a performance standard for the alleged Defect, the condition shall be evaluated under the edition of the Residential Construction Performance Guidelines (published by the National Association of Home Builders) in effect at the time the Home was constructed (NAHB Guidelines). Should such condition not be covered by the Builder Warranty and/or NAHB Guidelines, then such condition shall be evaluated according to the usual and customary industry standards in the geographic area where the Home is located.

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

(e) LIMITATION OF CLAIMS & REMEDIES.

(1) Notwithstanding anything herein to the contrary, in no event shall any damages, inclusive of attorneys' fees and court costs, awarded against Builder to Owner pursuant to any cause of action exceed the Total Contract Price of the improvements constructed by Builder for the original Owner and Owner releases Builder from any special, indirect, consequential, incidental, additional, knowing, punitive, or exemplary damages, including, but not limited to, mental anguish, diminution of value, loss of use or benefit-of-the-bargain, or additional interest, foreseeable or not, arising out of or in connection with any claims for breach of contract, breach of warranty (express or implied), violations of the deceptive trade practices act, any tort, or any other bases of liability.

(2) The Builder's liability and obligations under this Builder Warranty are limited to the repair, replacement or the payment of the reasonable cost of repair or replacement of warranted items not to exceed an aggregate equal to the Total Contract Price of the Home paid by the original purchaser of the Home to the Builder. The choice to repair, replace or make payment is the Builders.

(3) Owner acknowledges, understands, and agrees that the only warranty given by Builder to Owner regarding the single-family residence and any improvements constructed thereon (collectively the Home) is set forth herein. Owner acknowledges that the terms of this Builder Warranty provide for the manner, performance or quality of the desired construction and are clear, specific and sufficiently detailed to establish the only standards of construction.

(4) TO THE EXTENT PERMITTED BY LAW, OWNER AGREES AND UNDERSTANDS THAT OWNER IS WAIVING ANY CLAIM OR CAUSE OF ACTION UNDER ANY THEORY OF IMPLIED WARRANTY (INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE CONSTRUCTION, HABITABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE) AND THAT ANY SUCH IMPLIED WARRANTIES, TO THE EXTENT THEY EXIST IN TEXAS, ARE EXPRESSLY WAIVED, REPLACED, AND SUPERSEDED BY THE BUILDER WARRANTY.

(f) CONDITIONS OF WARRANTY.

(1) CONDITION OF PAYMENT. Prior to payment for the reasonable cost of repair or replacement of warranted items, you must sign and deliver to Builder a full and unconditional release, in recordable form, of all legal obligations with respect to the warranted Defects and any conditions arising from the warranted items.

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

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

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

(5) INVALIDITY OF PROVISION. If any term, provision, covenant or condition of this Builder Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

(6) GOVERNING LAW, VENUE, ATTORNEYS' FEES, DRAFTSMEN. This Builder Warranty shall be governed, construed, and enforced by the laws of the State of Texas and this Agreement shall be performable in the county where the Home is located. The venue for any lawsuit, claim, or arbitration arising out of this Contract shall be in the county where the Property is located. If either party employs an attorney to enforce the terms of or defend a claim brought under this Contract, either by arbitration or litigation, the Prevailing Party shall be entitled to reasonable attorneys' fees, arbitration fees, court costs and expenses incurred, subject to the provisions set forth in TPC, Chapter 27. Prevailing Party shall mean the party who substantially prevails on the claims or defenses they asserted without regard to whether such party recovered any relief, direct benefit, or monetary damages. The provisions of this Contract shall be construed without regard to the rule requiring adverse inferences to be drawn against the drafter of this Contract.

C. MAKING A WARRANTY REQUEST.

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

2. Deadline to Submit Warranty Request Form. The Builder is only responsible for Defects about which the Builder receives written notice as provided for herein on or before the second anniversary of the date of discovery of the alleged Defect but in no event later than thirty days following the expiration of the applicable warranty period, and not later than the thirtieth day after the tenth anniversary of (A) the date of the initial transfer of title from the Builder to the initial owner of the Home or improvement or (B) if the transaction that is the subject of the dispute did not involve a title transfer, the date that the construction was substantially complete unless otherwise expressly stated herein.

D. DISPUTE RESOLUTION.

1. CONCILIATION WITH CERTIFIED MASTER BUILDER CORPORATION. Prior to invoking the arbitration provision set forth below, Owner and Builder agree that they shall first try to resolve any dispute arising out of or related to this Builder Warranty through conciliation with the Certified Master Builder Corporation in accordance with its controlling rules and procedures, as amended, which are hereby incorporated by reference. If the parties cannot resolve the dispute within ninety (90) days after a party delivers a written notice of such dispute, then the parties shall proceed to arbitration in accordance with the following subparagraph.

2. ARBITRATION. Any and all disputes or claims arising out of or relating to this Builder Warranty or the breach thereof, bodily injury, personal property damage, the Improvements, Property, and/or representations made by the Builder Parties (Dispute) shall be settled by binding arbitration before a single arbitrator with the American Arbitration Association (AAA) per its Construction Industry Arbitration Rules. If the Dispute cannot be heard by the AAA for any reason, the Dispute shall be heard by an arbitrator mutually selected by the parties. If the parties cannot agree upon an arbitrator, then either party may petition an appropriate court to appoint an arbitrator. Arbitration shall be subject to 9 U.S.C. § 1 et seq. and/or Tex. Civ. Prac. & Rem. Code, Chapter 171. If either party files suit in violation of this paragraph, such party shall reimburse the other for their costs and expenses, including attorneys' fees, incurred in seeking abatement of such suit and enforcement of this paragraph. Any arbitrator who is selected, nominated, appointed, or otherwise agreed to by the Parties shall be a licensed Texas attorney in good standing and have experience representing clients in interpreting or adjudicating contract rights and claims involving financing, construction, operations, and/or maintenance of residential construction projects. Owner and Builder waive their right to a jury trial of any Dispute.

E. ONE YEAR WORKMANSHIP WARRANTY

		STANDARD	ACTION REQUIRED	COMMENTS	
1. FOUNDATIONS & SLABS					
RAISED FLOOR FOUNDATIONS OR CRAWL SPACES	1.1	A crawl space shall be graded and drained properly to prevent surface run-off from accumulating deeper than two inches in areas 36 inches or larger in diameter. Exterior drainage around perimeter crawl space wall shall not allow water to accumulate within ten feet of the foundation for more than 24 hours after a rain except in a sump that drains other areas.	If the crawl space is not graded or does not drain per the standard of this subsection, the Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall not modify improperly the existing grade or allow water from an irrigation system to cause water to accumulate excessively under the foundation. The Owner shall not allow landscape plantings to interfere with proper drainage away from the foundation. The Owner shall not use the crawl space for storage of any kind.	
	1.2	Water shall not enter through the basement or crawl space wall or seep through the basement floor.	If water enters the basement or crawl space wall or seeps through the basement floor, the Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall not modify improperly the existing grade or allow water from an irrigation system to cause water to accumulate excessively near the foundation. The Owner shall not allow landscape plantings to interfere with proper drainage away from the foundation.	
CONCRETE SLAB FOUNDATIONS, EXCLUDING FINISHED CONCRETE FLOORS.	1.3	Concrete floor slabs in living spaces that are not otherwise designed with a slope for drainage, such as a laundry room, shall not have excessive pits, depressions or unevenness equal to or exceeding 3/8 of an inch in any 32 inches and shall not have separations or cracks that equal or exceed 1/8 of an inch in width or 1/16 of an inch in vertical displacement.	If a concrete floor slab in a living space fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.	
	1.4	Concrete slabs shall not have protruding objects, such as a nail, rebar or wire mesh.	If a concrete slab has a protruding object, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.	
	1.5	A separation in an expansion joint in a concrete slab shall not equal or exceed ¼ of an inch vertically or one inch horizontally from an adjoining section.	If an expansion joint in a concrete slab fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.	
	EXTERIOR CONCRETE INCLUDING PATIOS, STEM WALLS, DRIVEWAYS, STAIRS OR WALKWAYS	1.6	Concrete corners or edges shall not be damaged excessively due to construction activities.	If a concrete corner or edge is damaged excessively, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
		1.7	A crack in exterior concrete shall not cause vertical displacement equal to or in excess of ¼ of an inch or horizontal separation equal to or excess of ¼ of an inch.	If an exterior concrete slab is cracked, separated or displaced beyond the standard of performance, the Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall not over-water surrounding soil or allow the surrounding soil to become excessively dry. The Owner shall not allow heavy equipment to be placed on the concrete.
	1.8	The finish on exterior concrete shall not be excessively smooth, so that the surface becomes slippery.	If the finish on exterior concrete is excessively smooth so that the surface becomes slippery, the Builder shall take such action as necessary to bring the variance within the standard.	A concrete surface that has been designed to be smooth is excepted from this standard.	
	1.9	Exterior concrete shall not contain a protruding object, such as a nail, rebar or wire mesh.	If an exterior concrete surface has a protruding object, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.	
	1.10	A separation in an expansion joint in an exterior concrete shall not equal or exceed ½ of an inch vertically from an adjoining section or one inch horizontally, including joint material.	If an expansion joint fails to perform per the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.	
	1.11	A separation in a control joint shall not equal or exceed ¼ of an inch vertically or ½ of an inch horizontally from an adjoining section.	If a control joint fails to perform per the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.	
CONCRETE STAIRS	1.12	Concrete stair steepness and dimensions, such as tread width, riser height, landing size and stairway width shall comply with the Code.	If the steepness and dimensions of concrete stairs do not comply with the Code, the Builder shall take such action as necessary to bring the variance within the	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.	

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

2. FRAMING

WALLS	2.1	Walls shall not bow or have depressions that equal or exceed ¼ of an inch out of line within any 32-inch horizontal measurement as measured from the center of the bow or depression or ½ of an inch within any eight-foot vertical measurement.	If a wall does not meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	2.2	Walls shall be level, plumb and square to all adjoining openings or other walls within 3/8 of an inch in any 32-inch measurement.	If a wall does not meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	2.3	A crack in a beam or a post shall not equal or exceed ½ of an inch in width at any point along the length of the crack.	If a crack in the beam or post fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	2.4	A non-structural post or beam shall not have a warp or twist equal or exceeding one inch in eight-feet of length.	Warping or twisting shall not damage beam pocket. If a non-structural post or beam fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	2.5	Exterior sheathing shall not delaminate or swell.	If exterior sheathing delaminates or swells, the Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall not make penetrations in the exterior finish of a wall that allow moisture to come in contact with the exterior sheathing.
	2.6	An exterior moisture barrier shall not allow an accumulation of moisture inside the barrier.	If an exterior moisture barrier allows an accumulation of moisture inside the barrier, the Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall not make penetrations through the exterior moisture barrier that permit the introduction of moisture inside the barrier.
CEILINGS	2.7	A ceiling shall not bow or have depressions that equal or exceed ½ of an inch out of line within a 32-inch measurement as measured from the center of the bow or depression running parallel with a ceiling joist.	If a ceiling has a bow or depression that is greater than the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
SUB-FLOORS	2.8	Under normal residential use, the floor shall not make excessive squeaking or popping sounds.	If the floor makes excessive squeaking and popping sounds under normal residential use, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	2.9	Sub-floors shall not delaminate or swell to the extent that it causes observable	If a sub-floor delaminates or swells to the extent that it affects the flooring covering	Exposed structural flooring, where the structural flooring is used as the

		physical damage to the floor covering or visually affects the appearance of the floor covering.	as, the Builder shall take such action as necessary to bring the variance within the standard.	finished flooring, is excluded from the standard.
	2.10	Sub-flooring shall not have excessive humps, ridges, depressions or slope within any room that equals or exceeds 3/8 of an inch in any 32-inch direction.	If the sub-flooring fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
STAIRS	2.11	Stair steepness and dimensions such as tread width, riser height, landing size and stairway width, shall comply with the Code.	If stair steepness and dimensions do not comply with the Code, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	2.12	Under normal residential use, stairs shall not make excessive squeaking or popping sounds.	If stairs make excessive squeaking and popping sounds under normal residential use, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

3. DRYWALL

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

4. INSULATION

INSULATION	4.1	Insulation shall be installed in the walls, ceilings and floors of a Home per the building plan and specifications and the Code.	If the insulation in walls, ceilings or floors is not per the building plans and specifications and the Code, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	4.2	Blown insulation in the attic shall not displace or settle so that it reduces the R-value below manufacturer's specifications, the building plans and the Code.	If the blown insulation in the attic reduces, settles or is displaced to the extent that the R-value is below the manufacturer's specifications, the building plans and Code, the Builder shall take such action as necessary to bring the variance within the	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

			standard.	
4.3	A gap equal to or in excess of ¼ of an inch between insulation batts or a gap between insulation batts and framing members is not permitted.		If a gap equal to or greater than ¼ of an inch occurs between insulation batts or a gap occurs between an insulation batt and a framing member, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
4.4	Insulation shall not cover or block a soffit vent to the extent that it blocks the free flow of air.		If the insulation covers or blocks the soffit vent, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

5. EXTERIOR SIDING & TRIM

EXTERIOR SIDING	5.1	Exterior siding shall be equally spaced and properly aligned. Horizontal siding shall not equal or exceed ½ of an inch off parallel with the bottom course or ¼ of an inch off parallel with the adjacent course from corner to corner.	If siding is misaligned or unevenly spaced and fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.2	Siding shall not gap or bow. A siding end joint shall not have a gap that leaks or that equals or exceeds ¼ of an inch in width. Siding end joint gaps shall be caulked. A bow in siding shall not equal or exceed 3/8 of an inch out of line in a 32-inch measurement.	If siding has gaps or bows that exceed the standards, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.3	Nails shall not protrude from the finished surface of siding but nail heads may be visible on some products where allowed by the manufacturer's specifications.	If a nail protrudes from the finished surface of siding, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.4	Siding shall not have a nail stain.	If siding has a nail stain, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.5	Siding and siding knots shall not become loose or fall off.	If siding or siding knots become loose or fall off, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.6	Siding shall not delaminate.	If siding fails to comply with the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.7	Siding shall not cup in an amount equal to or exceeding ¼ of an inch in a six-foot run.	If siding fails to comply with the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.8	Siding shall not have cracks or splits that equal or exceed 1/8 of an inch in width.	If siding fails to comply with the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
EXTERIOR TRIM	5.9	A joint between two trim pieces shall not have a separation that leaks or is equal to or exceeding ¼ of an inch in width and all trim joints shall be caulked.	If there is a separation at a trim joint that fails to comply with the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.10	Exterior trim and eave block shall not warp in an amount equal to or exceeding ½ of an inch in an eight-foot run.	If exterior trim or eave block warps in excess of the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.11	Exterior trim and eave block shall not cup in an amount equal to or in excess of a ¼ of an inch in a six-foot run.	If exterior trim or eave block cups in excess of the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.12	Exterior trim and eave block shall not have cracks or splits equal to or in excess of 1/8 of an inch in average width.	If exterior trim or eave block has cracks in excess of the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.13	Trim shall not have nails that completely protrude through the finished surface of the trim but nail heads may be visible on some products.	If a nail protrudes from the finished surface of the trim, the Builder shall take such action as necessary to bring the variance within the standard.	Some products specify that the nails be flush with the trim surface. When these products are used, visible nail heads are not considered protruding nails as long as they are painted over.

5.14	Trim shall not have a nail stain.	If trim has a nail stain, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
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6. MASONRY INCLUDING BRICK, BLOCK & STONE

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

7. STUCCO

STUCCO	7.1	Stucco surfaces shall not be excessively bowed, uneven, or wavy	If a stucco surface fails to perform as stated, the Builder shall take such action as necessary to bring the variance within the standard.	This standard shall not apply to decorative finishes.
	7.2	Stucco shall not be broken or loose.	If stucco is broken or loose, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	7.3	Stucco shall not have cracks that equal or exceed 1/8 of an inch in width at any point along the length of the crack.	If the stucco fails to perform as stated, the Builder shall take such action as necessary to bring the variance within the standard.	The Builder shall not be responsible for repairing cracks in stucco caused by the Owner's actions, including the attachment of devices to the stucco surface, such as, but not limited to, patio covers, plant holders, awnings and hose racks.
	7.4	Stucco shall not deteriorate excessively.	If the stucco deteriorates excessively, the Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall not allow water from irrigation systems to contact stucco finishes excessively.
	7.5	Stucco shall not have dirt, stain or debris on surface due to construction activities.	If the stucco fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	7.6	Stucco surfaces shall not have imperfections that are visible from a distance of six feet under normal lighting conditions that disrupt the overall uniformity of the finished pattern.	If the stucco fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	7.7	The lath shall not be exposed.	If the lath is exposed, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	7.8	A separation between the stucco joints shall not equal or exceed 1/16 of an inch in width.	If a separation between the stucco joints occurs in excess of the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

7.9	A separation between a stucco surface and adjacent material shall not equal or exceed ¼ of an inch in width and all separations shall be caulked.	If a separation occurs between a stucco surface and adjacent material occurs in excess of the standard or if such a separation is not caulked, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
7.10	Stucco shall not obstruct a functional opening, such as a vent, weep hole or plumbing cleanout.	If stucco obstructs a functional opening, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
7.11	Stucco screed shall have a minimum clearance of at least 4 inches above the soil or landscape surface and at least 2 inches above any paved surface.	If the stucco screed clearance does not meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
7.12	Exterior Installation Finish Systems (EIFS) stucco screed shall clear any paved or unpaved surface by 6 inches.	If the EIFS stucco screed clearance does not meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.

8. ROOFS

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

9. DOORS & WINDOWS

DOORS & WINDOWS	9.1	When closed, a door or window shall not allow excessive infiltration of air or dust.	If a door or window fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
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	9.2	When closed, a door or window shall not allow excessive accumulation of moisture inside the door or window.	If a door or window fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall keep weep holes on windows and doors free of dirt buildup and debris, thereby allowing water to drain properly. Most door and window assemblies are designed to open, close and weep moisture--allow condensation or minor penetration by the elements to drain outside.
	9.3	Glass in doors and windows shall not be broken due to improper installation or construction activities.	If glass in a window or door is broken due to improper installation or construction activities, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	9.4	A screen in a door or window shall fit properly and shall not be torn or damaged due to construction activities. A screen shall not have a gap equal to or exceeding ¼ of an inch between the screen frame and the window frame.	If a screen in a door or window fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	9.5	There shall be no condensation between window and door panes in a sealed insulated glass unit.	If a window or door fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall not apply a tinted window film or coating to window or door panes in sealed insulated glass units.
	9.6	A door or window latch or lock shall close securely and shall not be loose or rattle.	If a door, window latch or lock fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	9.7	A door or window shall operate easily and smoothly and shall not require excessive pressure when opening or closing.	If a door or window fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	9.8	A door or window shall be painted or stained according to the manufacturers' specifications.	If a window or door fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
WINDOWS	9.9	A double hung window shall not move more than two inches when put in an open position.	If a window fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
DOORS	9.10	A sliding door and door screen shall stay on track.	If a sliding door or door screen fails to perform to the standard, Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall clean and lubricate sliding door or door screen hardware as necessary.
	9.11	The spacing between an interior door bottom and original floor covering, except closet doors, shall not exceed 1.5 inches and shall be at least ½ of an inch. The spacing between an interior closet door bottom and original floor covering shall not exceed two inches and shall be at least ½ of an inch.	If the spacing between a door bottom and the original floor covering does not meet the standards, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	9.12	A door shall not delaminate.	If a door becomes delaminated, a Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	9.13	A door panel shall not split so that light from the other side is visible.	If a door panel fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	9.14	A door shall open and close without binding.	If a door fails to perform per the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	9.15	A door shall not warp to the extent that it becomes inoperable. A warp in a door panel shall not equal or exceed ¼ of an inch from original dimension measured vertically, horizontally or diagonally from corner to corner.	If a door fails to perform per the standard stated, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	9.16	A storm door shall open and close properly and shall fit properly.	If a door fails to perform per the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	9.17	When a door is placed in an open position,	If a door fails to perform per the standard,	None.

	it shall remain in the position it was placed, unless the movement is caused by airflow.	the Builder shall take such action as necessary to bring the variance within the standard.	
	9.18 A metal door shall not be dented or scratched due to construction activities.	If a metal door fails to comply with the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
GARAGE DOORS	9.19 A metal garage door shall not be dented or scratched due to construction activities.	If a metal garage door fails to comply with the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	9.20 A garage door opener, if provided, shall operate properly per manufacturer's specifications.	If a garage door opener fails to perform per the standard, the Builder shall take such action as necessary to bring the variance within the standard.	An Owner shall maintain tracks, rollers and chains and shall not block or bump sensors to electric garage door openers.
	9.21 A garage door shall not allow excessive water to enter the garage and the gap around the garage door shall not equal or exceed ½ of an inch in width.	If a garage door allows excessive water to enter the garage or the gap around the garage door equals or exceeds ½ of an inch, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	9.22 A garage door spring shall operate properly and shall not lose appreciable tension, break or be undersized.	If a garage door spring fails to perform per the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	9.23 A garage door shall remain in place at any open position, operate smoothly and not be off track.	If a garage door fails to perform per the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
10. INTERIOR FLOORING			
CARPET	10.1 Carpet shall not wrinkle and shall remain tight, lay flat and be securely fastened.	If the carpet fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	10.2 Carpet seams may be visible but shall be smooth without a gap or overlap.	If the carpet fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	10.3 Carpet shall not be stained or spotted due to construction activities.	If the carpet fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
CONCRETE FLOORS	10.4 A finished slab, located in a living space that is not otherwise designed for drainage, shall not have pits, depressions or unevenness that equals or exceeds 3/8 of an inch in any 32 inches.	If a finished concrete slab in a living space fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Finished concrete slabs in living spaces that are designed for drainage, such as a laundry room, are excepted from the standard.
	10.5 Finished concrete slabs in living spaces shall not have separations, including joints, and cracks that equal or exceed 1/8 of an inch in width or 1/16 of an inch in vertical displacement.	If a finished concrete slab in a living space fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
WOOD FLOORING	10.6 Wood flooring shall not have excessive humps, depressions or unevenness that equals or exceeds 3/8 of an inch in any 32-inch direction within any room.	If wood flooring fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	10.7 Wood flooring shall remain securely attached to the foundation or sub-floor unless the wood flooring is designed to be installed without nails, glue, adhesives or fasteners.	If wood flooring fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	10.8 Wood flooring shall not have open joints and separations that equal or exceed 1/8 of an inch.	If wood flooring fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	These standards do not apply to non-hardwood species that contain greater moisture and may shrink after installation or structural floors that are designed to serve as the finished floor. If the floor is designed as a structural finish floor, the Builder must provide a written explanation of the characteristics of that floor to the Owner prior to the execution of the contract.

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

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

This standard does not apply to non-hardwood species that typically shrink after installation or structural floors that are designed to serve as the finished floor. If the floor is designed as a structural finish floor, the Builder must provide a written explanation of the characteristics of that floor to the Owner.

10.10 Unless installed as a specialty feature, wood flooring shall not have excessive shade changes or discoloration due to the construction activities of the Builder.

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

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

10.11 Unless installed as a specialty feature, wood flooring shall not be stained, spotted or scratched due to construction activities of the Builder.

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

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

VINYL FLOORING

10.12 Vinyl flooring shall be installed square to the most visible wall and shall not vary by ¼ of an inch in any six-foot run.

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

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

10.13 The seam alignment in vinyl flooring shall not vary such that the pattern is out of alignment in an amount that equals or exceeds 1/8 of an inch.

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

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

10.14 Vinyl flooring shall remain securely attached to the foundation or sub-floor.

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

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

10.15 A vinyl floor shall not have a depression that equals or exceeds ½ of an inch in any six-foot run.

If a vinyl floor has a depression that exceeds the standard and the depression is due to construction activities, the Builder shall take such action as necessary to bring the variance within the standard.

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

10.16 A vinyl floor shall not have a ridge that equals or exceeds ½ of an inch when measured as provided in this paragraph.

If a vinyl floor has a ridge that fails to comply with the standard and the ridge is due to construction activities, the Builder shall take such action as necessary to bring the variance within the standard.

The ridge measurement shall be made by measuring the gap created when a six-foot straight edge is placed tightly three inches on each side of the defect and the gap is measured between the floor and the straight edge at the other end.

10.17 Vinyl floor shall not be discolored, stained or spotted due to the construction activities of the Builder.

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

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

10.18 Vinyl flooring shall not be scratched, gouged, cut or torn due to construction activities.

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

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

10.19 Debris, sub-floor seams, nails and/or screws shall not be detectable under the vinyl floor from a distance of three feet or more in normal light.

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

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

10.20 Sub-flooring shall not cause vinyl flooring to rupture.

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

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

10.21 A seam in vinyl flooring shall not have a separation that equals or exceeds 1/16 of an inch in width. Where dissimilar materials abut, there shall not be a gap equal to or greater than 1/8 of an inch.

If vinyl flooring fails to meet the standards, the Builder shall take such action as necessary to bring the variance within the standard.

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

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

HARD SURFACES

11.1 A hard surface shall not break or crack due to construction activities.

If a hard surface is cracked or broken due to construction activities, the Builder shall take such action as necessary to bring the variance within the standard.

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

11.2 A hard surface shall remain secured to the substrate.

If a hard surface fails to perform per the standard, the Builder shall take such action as necessary to bring the variance within the standard.

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

11.3 A surface imperfection in floor hard

If a hard surface fails to meet the standards

Surfaces altered incident to any repair

surface shall not be visible from a distance of three feet or more in normal light. A surface imperfection in non-floor hard surface shall not be visible from a distance of two feet or more in normal light.

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

will be finished or touched up to match the surrounding area as closely as practical.

11.4 Color variations between field hard surfaces and trim hard surfaces should not vary excessively due to construction activities.

If color variations between field and trim hard surfaces are excessive and are due to construction activities, the Builder shall take such action as necessary to bring the variance within the standard.

Natural products such as flagstone, marble, granite, slate and other quarry tile will have color variation.

11.5 Hard surface areas shall not leak.

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

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

11.6 The surfaces of two adjacent hard surfaces shall not vary in an amount equal to or exceeding 1/16 of an inch displacement at a joint, with the exception of transition trim pieces.

If a joint between two hard surfaces fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

11.7 Hard surface layout or grout line shall not be excessively irregular.

If hard surface layouts or grout lines fail to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.

Natural products such as flagstone, marble, granite, slate, and other quarry tile will have size variations that may create irregular layouts or grout lines.

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

If a hard surface countertop is not level per the standards, the Builder shall take such action as necessary to bring the variance within the standard.

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

11.9 Hard surface floors located in a living space that is not otherwise designed for drainage, shall not have pits, depressions, or unevenness that equals or exceeds 3/8 of an inch in any 32 inches.

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

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

GROUT 11.10 Grout shall not crack or deteriorate.

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

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

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

If grout fails to perform to the standard, the Builder shall take such action as necessary to bring the variance within the standard.

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

CONCRETE COUNTERTOPS

11.12 A concrete countertop shall not have excessive pits, depressions, or unevenness that equal or exceed 1/8 of an inch in any 32-inch measurement.

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

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

11.13 A concrete countertop shall not have separations or cracks equal to or exceeding 1/16 of an inch in width or 1/64 of an inch in vertical displacement.

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

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

11.14 A finished concrete countertop shall not be stained, spotted or scratched due to construction activities.

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

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

11.15 A concrete countertop shall not have a chipped edge that extends beyond 1/16 of an inch from the edge of the countertop due to construction activities.

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

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

11.16 A concrete countertop shall not change shade or discolor excessively due to construction activities.

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

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

12. PAINTING, STAIN & WALL COVERINGS

CAULKING

12.1 Interior caulking shall not deteriorate or crack excessively.

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

Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

PAINTING & STAIN

12.2 Paint or stain shall not have excessive color, shade or sheen variation.

If the paint or stain fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.

This standard shall not apply to stained woodwork. Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

	12.3	Paint shall cover all intended surfaces so that unpainted areas shall not show through paint when viewed from a distance of six feet in normal light.	If the painting fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.4	Interior paint or stain shall not deteriorate.	If paint or stain fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.5	Exterior paint or stain shall not deteriorate excessively.	If paint or stain fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.6	Paint over-spray shall not exist on any surface for which it was not intended.	If the paint is sprayed onto a surface for which it was not intended, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.6	Interior varnish, polyurethane or lacquer finish shall not deteriorate.	If an interior finish fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard. If an interior finish fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.7	Exterior varnish, polyurethane or lacquer finishes shall not deteriorate excessively.	If an exterior finish fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Exterior varnish, polyurethane or lacquer finishes that are subject to direct sunlight are excluded from this standard. Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.8	Interior painted, varnished or finished surface shall not be scratched, dented, nicked or gouged due to construction activities.	If interior painted, varnished or finished surfaces fail to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.9	A paint product shall perform as represented by the manufacturer to meet manufacturer's specifications for washability and/or scrubability.	If the paint product fails to meet the standards of this paragraph, the Builder shall take such action as necessary to bring the variance within the standard.	None.
WALL COVERINGS	12.10	A wall covering shall be properly secured to the wall surface and shall not peel or bubble.	If a wall covering fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.11	Pattern repeats in wall coverings shall match. Wall coverings shall be installed square to the most visible wall. Pattern repeats shall not vary in an amount equal to or exceeding ¼ of an inch in any six-foot run.	If the wall covering fails to meet the standards, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.12	A wall covering seam shall not separate or gap.	If the wall covering fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.13	Lumps or ridges in a wall covering shall not be detectable from a distance of six feet or more in normal light.	If the appearance of the wall covering fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.14	Wall coverings shall not be discolored, stained or spotted due to construction activities.	If a wall covering fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.15	Wall coverings shall not be scratched, gouged, cut or torn due to construction activities.	If a wall covering fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.16	Wall coverings shall perform as represented by the manufacturer to meet manufacturer's specifications for washability and/or scrubability.	If a wall covering fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.

13. PLUMBING

PLUMBING ACCESSORIES	13.1	A fixture surface shall not have a chip, crack, dent or scratch due to construction activities.	If a fixture fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
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	13.2 A fixture shall not have tarnish, blemishes or stains unless installed as a specialty feature.	If a fixture fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Fixture finishes that are tarnished, blemished or stained due to high iron, manganese or other mineral content in water are excluded from this standard.
	13.3 A fixture or fixture fastener shall not corrode.	If a fixture or fixture fastener fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	A Builder is not responsible for corrosion caused by factors beyond the manufacturer's or the Builder's control, including the Owner's use of corrosive chemicals or cleaners or corrosion caused by water content.
	13.4 A decorative gas appliance shall be installed per manufacturer's specifications and when so installed shall function per manufacturer's representations.	If a decorative gas appliance fails to meet the standards, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	13.5 Fixtures shall be secure and not loose.	If a fixture fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall not exert excessive force on a fixture.
	13.6 A fixture stopper shall operate properly and shall retain water per the manufacturer's specifications.	If a fixture stopper fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	13.7 The toilet equipment shall not allow water to run continuously.	If the toilet equipment fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	If toilet equipment allows water to run continuously, the Owner shall shut off the water supply or take such action as necessary to avoid damage to the Home.
	13.8 A toilet shall be installed and perform per the manufacturer's specifications.	If a toilet fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	In the event of water spillage, the Owner shall shut off the water supply and take such action as necessary to avoid damage to the Home.
	13.9 A tub or shower pan shall not crack.	If a tub or shower pan fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	13.10 A tub or shower pan shall not squeak excessively.	If a tub or shower pan fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	13.11 A water heater shall be installed and secured according to the manufacturer's specifications and the Code.	If a water heater fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	13.12 A waste disposal unit shall be installed and operate according to the manufacturer's specifications.	If a waste disposal unit fails to meet the standards, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	13.13 A faucet or fixture shall not drip or leak.	If a faucet or fixture fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	This standard does not include drips or leaks due to debris or minerals from the water source, unless it is due to construction activities.
	13.14 A sump pump shall be installed per the manufacturer's specifications and shall operate properly when so installed.	If a sump pump fails to meet the standards, the Builder shall take such action as necessary to bring the variance within the standard.	None.
PIPES & VENTS	13.15 A sewer gas odor originating from the plumbing system shall not be detectable inside the Home under conditions of normal residential use.	If a sewer gas odor is detected inside the Home under conditions of normal residential use, the Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall keep plumbing traps filled with water.
	13.16 A vent stack shall be free from blockage and shall allow odor to exit the Home.	If a vent stack fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	13.17 A water pipe shall not make excessive noise such as banging or hammering repeatedly.	If a water pipe fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	A water pipe subject to expansion or contraction of the pipe as warm or cool water flows through the pipe may cause a "ticking" sound temporarily. The standard does not require a Builder to remove all noise attributable to water flow and pipe expansion.

14. HEATING, COOLING & VENTILATION

HEATING & COOLING	14.1 A condensation line shall not be obstructed due to construction activities.	If a condensation line fails to meet the standard, the Builder shall take such action	The Owner shall periodically check for the free flow of condensate (water)
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		as necessary to bring the variance within the standard.	from the line and clear the line when necessary.
	14.2	A drip pan and drain line shall be installed under a horizontal air handler as per the Code.	If a drip pan and drain line fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.
	14.3	Insulation shall completely encase the refrigerant line according to Code.	If the refrigerant line insulation fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.
	14.4	An exterior compressor unit shall be installed on a stable pad that supports the unit and is no more than one inch out of level. The bottom of the exterior compressor unit support shall not be below ground level.	If an exterior compressor unit pad or support fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.
VENTING	14.5	An appliance shall be vented according to the manufacturer's specifications.	If an appliance is not vented per the standard, the Builder shall take such action as necessary to bring the variance within the standard.
	14.6	Back draft dampers shall be installed and function according to the manufacturer's specifications.	If back draft dampers fail to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.
DUCTWORK	14.7	Ductwork shall not make excessive noise.	If the ductwork fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.

15. ELECTRICAL SYSTEMS & FIXTURES

ELECTRICAL SYSTEMS & FIXTURES	15.1	Excessive air infiltration shall not occur around electrical system components or fixtures.	If electrical system components or fixtures fail to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.
	15.2	A fixture or trim plate shall not be chipped, cracked, dented or scratched due to construction activities.	If a fixture or trim plate fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.
	15.3	A fixture or trim plate finish shall not be tarnished, blemished or stained due to construction activities.	If a fixture or trim fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.
	15.4	A fixture, electrical box or trim plate shall be installed per the Code and shall be plumb and level.	If a fixture, electrical box or trim plate fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.
	15.5	Fixtures, such as lights, fans and appliances shall operate properly when installed per the manufacturer's specifications. The	If a fixture, light, fan or appliance fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.
	15.6	A smoke detector shall operate according to the manufacturer's specifications and shall be installed per the Code.	If a smoke detector fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.
	15.7	An exhaust fan shall operate within the manufacturer's specified noise level.	If an exhaust fan fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.

16. INTERIOR TRIM

INTERIOR TRIM	16.1	An interior trim joint separation shall not equal or exceeds 1/8 of an inch in width or shall not separate from adjacent surfaces equal to or in excess of 1/8 inch and all joints shall be caulked or puttied.	If an interior trim joint fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.
	16.2	The interior trim shall not have surface damage, such as scratches, chips, dents, gouges, splits, cracks, warping or cupping that is visible from a distance of six feet or more in normal light due to construction activities.	If the interior trim fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.

	16.3	A hammer mark on trim shall not be visible from a distance of six feet or more when viewed in normal light.	If the interior trim fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	16.4	A nail or nail hole in interior trim shall not be visible from a distance of six feet or more when viewed in normal light.	If the interior trim fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
SHELVING	16.5	Shelving, rods and end supports shall be installed per the measurements stated in this subsection. The length of a closet rod shall not be shorter than the actual distance between the end supports in an amount equal to or exceeding ¼ of an inch and shall be supported by stud-mounted brackets no more than four feet apart. The length of a shelf shall not be shorter than the actual distance between the supporting walls by an amount equal to or exceeding ¼ of an inch and shall be supported by stud-mounted brackets no more than four feet apart. End supports shall be securely mounted.	If the closet rods, shelving or end supports fail to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
CABINET DOORS	16.6	Cabinet doors shall open and close with reasonable ease. Cabinet doors shall be even and shall not warp more than ¼ inch when measured from the face to the point of the furthest point of the door or drawer front when closed.	If the cabinet doors fail to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Some warping, cupping, bowing or twisting is normally caused by surface temperature and humidity changes. Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

17. MIRRORS, INTERIOR GLASS & SHOWER DOORS

MIRRORS, INTERIOR GLASS & SHOWER DOORS	17.1	A mirror, interior glass or shower door shall not be loose and shall be securely mounted or attached to the supporting surface. Fixtures, such as towel bars or door handles, shall be securely mounted.	If a mirror, interior glass, shower door, fixture or component fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	17.2	A mirror, interior glass or shower door shall not be damaged due to construction activities.	If a mirror, interior glass or shower door fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	17.3	A shower door shall not leak	If a shower door fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	17.4	Imperfections in a mirror or shower door shall not be visible from a distance of two feet or more when viewed in normal light.	If a mirror or shower door fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	17.5	When opening and closing, a shower door shall operate easily and smoothly without requiring excessive pressure.	If a shower door fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.

18. HARDWARE & IRONWORK

HARDWARE	18.1	Hardware finishes shall not be tarnished, blemished, corroded or stained due to construction activities, unless the finish is installed as a specialty feature.	If the hardware finish fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	The Builder is not responsible for tarnished, blemished, or stained hardware finishes that have been damaged by factors that are beyond the manufacturer's or the Builder's control such as the Owner's use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to outdoor elements such as salt air or humidity.
	18.2	Hardware shall function properly, without catching binding or requiring excessive force to operate.	If hardware fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	18.3	Hardware shall not be scratched, chipped, cracked or dented due to construction activities.	If hardware fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	18.4	Hardware shall be installed securely and	If hardware fails to meet the standard, the	The Owner shall not exert excessive

	shall not be loose.	Builder shall take such action as necessary to bring the variance within the standard.	force on hardware.
INTERIOR IRONWORK	18.5 Interior ironwork shall not rust.	If interior ironwork fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	The Builder is not responsible for ironwork finishes that rust due to factors that are beyond the manufacturer's or the Builder's control such as the Owner's use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to humidity.

19. COUNTERTOPS & BACKSPASHES

COUNTERTOPS & BACKSPASHES	19.1 A countertop or backsplash shall be secured to substrate per manufacturer's specifications.	If countertop or backsplash materials are not secured to the substrate per the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	19.2 For non-laminate countertops and backsplashes, the joints between countertop surfaces, between the countertop surface and the backsplash or side-splash and between adjoining backsplash panels may be visible, but shall not separate.	If joints between non-laminate surfaces fail to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	19.3 Countertops shall be level to within ¼ of an inch in any six-foot measurement.	If a countertop surface fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	19.4 A countertop surface or edge shall not be damaged, broken, chipped or cracked due to construction activities.	If a countertop surface or edge fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	19.5 A countertop shall not bow or warp in an amount equal to or exceeding 1/16 of an inch per lineal foot.	If a countertop fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	19.6 Counter and vanity top material should not delaminate.	If a countertop fails to meet the standard, the Builder will take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
LAMINATE COUNTERTOPS & BACKSPASHES	19.7 Laminate countertops and backsplashes shall not delaminate and shall remain securely attached to the substrate. Delamination is the separation of the finish surface veneer from the substrate material.	If a countertop fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	19.8 A seam in a laminate countertop or backsplash may be visible but shall not be separated or displaced.	If a laminate countertop or backsplash fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	19.9 A surface imperfection in a laminate countertop or a backsplash shall not be visible from a distance of three feet or more when viewed in normal light due to construction activities.	If a laminate surface fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

20. FIREPLACES

FIREPLACES	20.1 A refractory panel shall not crack or separate.	If the fireplace refractory panel fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall not use synthetic logs or other materials if not approved by the manufacturer.
	20.2 A fireplace door shall operate properly. Fireplace doors shall meet evenly and shall not be out of alignment from one another in an amount equal to or exceeding 1/8 of an inch in any direction.	If a fireplace door fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	20.2 A fireplace shall not have a gas leak.	If a fireplace has a gas leak, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	20.3 Gas logs shall be positioned per the manufacturer's specifications.	If a gas log fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall not incorrectly reposition or relocate the logs after the original placement. The Owner shall

			not place the logs in a manner that does not allow the flame to flow through the logs according to the manufacturer's specifications.
	20.4	A crack in masonry hearth or facing shall not be equal to or exceed ¼ of an inch in width.	If the masonry hearth or facing of the fireplace fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.
	20.5	A fireplace or chimney shall draw properly.	If a fireplace or chimney fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.
	20.6	A firebox shall not have excessive water infiltration under normal weather conditions.	If a firebox fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.
	20.7	A fireplace fan shall not exceed the noise level established by the manufacturer's specifications.	If a fireplace fan fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.

21. IRRIGATION SYSTEMS

IRRIGATION SYSTEMS	21.1	An irrigation system shall not leak, break or clog due to construction activities.	If an irrigation system fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	21.2	An irrigation system shall be installed such that sprinkler coverage shall be complete and water shall not spray an unintended area due to construction activities.	If an irrigation system fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	21.3	The irrigation system control shall operate per manufacturer's specifications.	If an irrigation system fails to operate per manufacturer's specifications, the Builder shall take such action as necessary to bring the variance within the standard.	The Builder shall provide the Owner with instructions on the operation of the irrigation system at closing.

22. FENCING

FENCING	22.1	A fence shall not fall over and shall not lean in excess of two inches out of plumb due to construction activities.	If the fencing fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	22.2	A wood fence board shall not be broken due to construction activities. Wood fence board shall not become detached from the fence due to construction activities of the Builder.	If the fencing fails to meet the standards, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	22.3	A masonry unit or mortar in a fence shall not be broken or loose. A crack in a masonry unit shall not occur. A crack in the mortar shall not equal or exceed 1/8 of an inch in width.	If a masonry unit or mortar in a fence fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	22.4	A masonry wall shall have adequate weep holes in the lowest course as required by the Code to allow seepage to pass through the wall.	If a masonry retaining wall fails to meet the standard, the Builder shall take such action as necessary to bring the variance within the standard.	None.

23. YARD GRADING

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

24. PEST CONTROL

PEST CONTROL	24.1	Eave returns, truss blocks attic vents and roof vent openings shall not allow rodents, birds, and other similar pests into Home or	If an eave return, truss block, attic vent or roof vent opening that allows rodents, birds, and other similar pests into Home or attic	None.
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attic space.

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

F. TWO YEAR SYSTEMS WARRANTY

STANDARD

ACTION REQUIRED

COMMENTS

1. ELECTRICAL DELIVERY SYSTEMS

ELECTRICAL WIRING

1.1 Electrical wiring installed inside the Home shall be installed per the Code and any other applicable electrical standards and shall function properly from the point of demarcation, as determined by the respective utility.

If electrical wiring inside the Home is not functioning properly or is not installed per the Code and any other applicable electrical standards, the Builder shall take such action as necessary to bring the wiring to the standard

The Builder shall not be responsible for utility improvements from the meter/demarcation point to the utility poles or the transformer.

1.2 Electrical wiring shall be capable of carrying the designated load as set forth in the Code.

If the electrical wiring fails to carry design load, the Builder shall take such action as necessary to bring the variance within the standard.

All electrical equipment shall be used for the purposes and/or capacities for which it was designed and per manufacturer's specifications.

ELECTRICAL PANEL, BREAKERS & FUSES

1.3 The electrical panel and breakers shall have sufficient capacity to provide electrical service to the Home during normal residential usage.

If the electrical panel or breakers do not have sufficient capacity to provide electrical service to the Home during normal residential usage, the Builder shall take such action as necessary to bring the variance within the standard.

The Builder is not responsible for electrical service interruptions caused by external conditions such as power surges, circuit overloads and electrical shorts.

1.4 The electrical panel and breakers shall have sufficient capacity to provide electrical service to the Home during normal residential usage such that a circuit breaker shall not trip and fuses shall not blow repeatedly under normal residential electric usage.

If a circuit breaker repeatedly trips or fuses repeatedly blow under normal residential electric usage, the Builder shall take such action as necessary to bring the variance within the standard.

The Builder is not responsible for circuit breaker trips or blown fuses that have functioned as designed to protect the Home from external conditions such as power surges, circuit overloads and shorts.

ELECTRIC OUTLETS WITH GROUND FAULT INTERRUPTERS

1.5 Electrical outlets with ground fault interrupters shall be installed and operate per the Code and manufacturer's specifications.

If ground fault interrupters trip repeatedly under normal residential usage, the Builder shall take such action as necessary to ensure that the electrical outlets with ground fault interrupters are installed per the Code and manufacturer's instructions and specifications and that they operate properly during normal residential electrical usage.

The Owner shall not plug appliances that require constant electrical flow, such as refrigerators and freezers, into an outlet with a ground fault interrupter.

FIXTURES, OUTLETS, DOORBELLS & SWITCHES

1.6 An outlet, doorbell or switch shall be installed per the manufacturer's specifications and the Code and shall operate properly when installed per the manufacturer's specifications and the Code.

If an outlet, doorbell or switch is not installed per the manufacturer's specifications and the Code or does not operate properly when so installed, the Builder shall take such action as necessary to bring the variance within the standard.

None.

1.7 A fixture, electrical box or trim plate shall be installed per the Code and manufacturer's specifications and shall be properly secured to the supporting surface.

If a fixture, electrical box or trim plate is not installed per the Code and manufacturer's specifications or is not properly secured to the supporting surface, Builder shall take such action as necessary to bring the variance within the standard.

None.

1.8 A light shall not dim, flicker or burn out repeatedly under normal circumstances. A lighting circuit shall meet the Code.

If a light or a lighting circuit fails to meet the standards, the Builder shall take such action as necessary to bring the variance within the standard.

None.

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

1.9 Wiring or outlets for cable television, telephone, ethernet or other services shall be installed per the Code and any applicable manufacturer's specifications.

If wiring or outlets for cable television, telephone, ethernet or other services are not installed per the Code or any applicable manufacturer's specifications, the Builder shall take such action as necessary to bring the variance within the standard.

A Builder is not responsible for the failure of wiring or other utility service connectors or conduits that begin before the point at which the service enters the Home.

1.10 Wiring or outlets for cable television, telephone, ethernet or other services inside the Home or on the Home side of the meter/demarcation point shall function properly when installed per the standard.

If wiring or outlets for cable television, telephone, ethernet or other services are not functioning, the Builder shall take such action as necessary to bring the variance within the standard set forth in paragraph (2) of this subsection.

A Builder is not responsible for the failure of wiring or other utility service connectors or conduits that begin before the point at which the service enters the Home.

2. PLUMBING DELIVERY SYSTEMS

WATER & GAS PIPES,

2.1 Pipes shall be installed and insulated per

If a water pipe bursts, the Builder shall take

The Owner is responsible for

SEWER & DRAIN LINES, FITTINGS & VALVES (NOT IRRIGATION SYSTEMS)		the Code and manufacturer's specifications	such action as necessary to bring the variance within the standard stated in paragraph (1) of this subsection.	insulating and protecting exterior pipes and hose bibs from freezing weather and for maintaining a reasonable temperature in the Home during periods of extremely cold weather. The Owner is responsible for maintaining a reasonable internal temperature in a Home regardless of whether the Home is occupied or unoccupied and for periodically checking to ensure that a reasonable internal temperature is maintained.
	2.2	A water pipe shall not leak.	If a water pipe is leaking, the Builder shall take such action as necessary to bring the variance within the standard.	The Owner shall shut off water supply immediately if such is required to prevent further damage to the Home.
	2.3	A gas pipe shall not leak, including natural gas, propane or butane gas	If a gas pipe is leaking, a Builder shall take such action as necessary to bring the variance within the standard	If a gas pipe is leaking, the Owner shall shut off the source of the gas if the Owner can do so safely.
	2.4	Water pressure shall not exceed 80 pounds per square inch in any part of the water supply system located inside the Home. Minimum static pressure at the building entrance for either public or private water service shall be 40 pounds per square inch in any part of the water supply system.	This standard assumes the public or community water supply reaches the Home side of the meter at 40 pounds per square inch. The Builder is not responsible for water pressure variations originating from the water supply source.	If the water pressure is excessively high, the Builder shall take such action as necessary to bring the variance within the standard.
	2.5	A sewer, drain, or waste pipe shall not become clogged or stopped up due to construction activities.	The Builder shall take such action as necessary to unclog a sewer, drain or waste pipe that is clogged or stopped up due to construction activities.	The Owner shall shut off water supply immediately if such is required to prevent damage to the Home.

INDIVIDUAL WASTEWATER TREATMENT SYSTEMS	2.6	A wastewater treatment system should be capable of properly handling normal flow of household effluent per the Texas Commission on Environmental Quality requirements.	The Builder shall take such action as necessary for the wastewater treatment system to perform within the standard.	The Builder is not responsible for (i) system malfunctions or damage due to the addition of a fixture, equipment, appliance or other source of waste or water into the septic system by a person other than the Builder or a person working at the Builder's direction; (ii) malfunctions or limitations in the operation of the system attributed to a design restriction imposed by state, county or local governing agencies; or (iii) malfunctions caused by freezing, soil saturation, soil conditions, changes in ground water table or any other acts of nature.
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3. HEATING, AIR CONDITIONING & VENTILATION DELIVERY SYSTEMS

REFRIGERANT LINES	3.1	A refrigerant line shall not leak	If a refrigerant line leaks, the Builder shall take such action as necessary to bring the variance within the standard.	Condensation on a refrigerant line is not a leak.
HEATING & COOLING FUNCTIONS	3.2	A heating system shall produce an inside temperature of at least 68-degrees Fahrenheit as measured two feet from the outside wall of a room at a height of three feet above the floor under local outdoor winter design conditions as specified in the Code.	If a heating system fails to perform to the standard, the Builder shall take such action as necessary to bring the variance within the standard.	Temperatures may vary up to 4-degrees Fahrenheit between rooms but no less than the standard. The Owner's changes made to the size or configuration of the Home, the heating system or the ductwork shall negate the Builder's responsibility to take measures to meet this standard.
	3.3	An air-conditioner system shall produce an inside temperature of at most 78-degrees Fahrenheit as measured in the center of a room at height of five feet above the floor, under local outdoor summer design conditions as specified in the Code.	If the air-conditioner system fails to perform to the standard, the Builder shall take such action as necessary to bring the variance within the standard.	This standard does not apply to evaporative or other alternative cooling systems or if the Owner makes changes to the size or configuration of the Home, the air-conditioning system or the ductwork. Internal temperatures may vary up to 4-degrees Fahrenheit between rooms but no more than the standard.
	3.4	A thermostat reading shall not differ by more than 4-degrees Fahrenheit from the actual room temperature taken at a height of five feet above the floor in the center of the room where the thermostat is located.	If the thermostat reading differs more than 4-degrees Fahrenheit from the actual room temperature taken at a height of five feet above the floor in the center of the room where the thermostat is located, the Builder	None.

		The stated standard is related to the accuracy of the thermostat and not to the standard of the room temperature.	shall take such action as necessary to bring the variance within the standard.	
	3.5	Heating and cooling equipment shall be installed and secured according to the manufacturer's instructions and specification and shall not move excessively.	If the heating or cooling equipment is not installed and secured per manufacturer's instructions and specifications or moves excessively, the Builder shall take such action as necessary to properly install and secure the equipment.	None.
VENTS, GRILLS & REGISTERS	3.6	A vent, grill or register shall operate easily and smoothly when applying normal operating pressure.	If a vent, grill or register does not operate easily and smoothly when applying normal pressure when adjusting, the Builder shall repair the vent, grill or register so that it operates with ease of use when applying normal operating pressure.	None.
	3.7	A vent, grill or register shall be installed per the Code and manufacturer's instructions and specifications and shall be secured to the underlying surface.	If a vent, grill or register is not installed and secured per the standard in this paragraph, the Builder shall take such action as necessary to bring the variance within the standard.	None.
DUCTWORK	3.8	Ductwork shall be insulated in unconditioned areas according to Code.	If ductwork is not insulated in unconditioned areas per the Code, the Builder shall take such action as necessary to bring the variance within the standard.	
	3.9	Ductwork shall be secured according to the manufacturer's instructions and specifications and it shall not move excessively.	If the ductwork is not secured according to the manufacturer's instructions and specifications or moves excessively, the Builder shall take such action as necessary to bring the variance within the standard.	None.
	3.10	Ductwork shall be sealed and shall not separate or leak in excess of the standards set by the Code.	If the ductwork is not sealed, is separated or leaks in excess of the standards set by the Code, the Builder shall take such action as necessary to bring the variance within the standard.	None.

G. TEN YEAR STRUCTURAL WARRANTY

	STANDARD	ACTION REQUIRED	COMMENTS	
	1. FOUNDATION			
SLAB FOUNDATIONS	1.1	Slab foundations should not move differentially after they are constructed, such that the deflection in the slab in excess of the standard in section 1.2 below or tilt exceeds the standard in 1.3 below AND two or more associated systems of distress are set forth in 1.4 below.	If measurements and associated symptoms of distress show that a slab foundation does not meet the deflection or tilt standards stated, the Builder will take action to restore the slab foundation to acceptable performance standards.	The protocol and standards for evaluating slab foundations shall follow the "Guidelines for the Evaluation and Repair of Residential Foundations" as published by the Texas Section of the American Society of Civil Engineers (2002), hereinafter referred to as the "ASCE Guidelines."
	1.2	Overall deflection from the original construction elevations shall be no greater than the overall length over which the deflection occurs divided by 360 (L/360).		None.
	1.3	The slab shall not deflect after construction in a tilting mode in excess of one percent from the original construction elevations resulting in actual observable physical damage to the components of the Home.		None.
	1.4	In addition to exceeding the standard in 1.2 and 1.3 above, the Home must not have more than two associated symptom of distress, as described in Section 5 of the ASCE Guidelines, that results in actual observable physical damage to the Home.		None.
PIER & BEAM FOUNDATION	1.5	A floor over pier and beam foundation shall not deflect more than L/360 from its original construction elevations and have that movement create actual observable physical damage to the components of the Home identifiable in Section 5.3 of the ASCE Guidelines.	If a floor over pier and beam foundation deflects more than L/360 from its original construction elevation and the movement has created actual observable physical damage to the components of a Home identifiable in Section 5.3 of the ASCE Guidelines, THE Builder will take action to restore the slab foundation to acceptable	None.

performance standards.

2. OTHER STRUCTURAL COMPONENTS

STRUCTURAL COMPONENTS	2.1	A defined structural component shall not crack, bow, become distorted or deteriorate, such that it compromises the structural integrity of a Home or the performance of a structural system of the Home resulting in actual observable physical damage to a component of the Home.	If a structural component of a Home cracks, bows, is distorted or deteriorates such that it results in actual observable physical damage to a component of the Home, the Builder shall take such action as necessary to repair, reinforce or replace such structural component to restore the structural integrity of the Home or the performance of the affected structural system.	None.
DEFLECTED STRUCTURAL COMPONENTS	2.2	A structural component shall not deflect more than the ratios allowed by the Code.	If a structural component of the Home is deflected more than the ratios allowed by the Code, the Builder shall to repair, reinforce or replace such structural component to restore the structural integrity of the Home or the performance of the affected structural system.	None.
DAMAGED STRUCTURAL COMPONENTS	2.3	A structural component shall not be so damaged that it compromises the structural integrity or performance of the affected structural system.	If a structural component is so damaged that it compromises the structural integrity or performance of a structural system of the Home, the Builder shall take such action as necessary to repair, reinforce or replace such structural component to restore the structural integrity of the Home or the performance of the affected structural system.	None.
SEPARATED STRUCTURAL COMPONENTS	2.4	A structural component shall not separate from a supporting member more than 3/4 of an inch or such that it compromises the structural integrity or performance of the system.	If a structural component is separated from a supporting member more than 3/4 of an inch or separated such that it compromises the structural integrity or performance of a structural system of the Home, 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.	None.
NON-PERFORMING STRUCTURAL COMPONENTS	2.5	A structural component shall function as required by the Code.	If a structural component does not function as required by the Code, the Builder shall take such action as necessary to bring the variance within the standard stated in subparagraph (A) of this paragraph.	None.

WARRANTY REQUEST FORM

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NAME: _____

ADDRESS: _____

DAYTIME PHONE: _____

EMAIL: _____

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

WARRANTY ITEMS: _____ **DATE OF DISCOVERY:** _____

OUT-OF-POCKET EXPENSES AND/OR ENGINEERING COSTS: _____

IDENTITY OF YOUR INSPECTOR: _____

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

Signature: _____

Date: _____

Signature: _____

Date: _____