



**TAYLOR MORRISON LIMITED HOME WARRANTY**

Our Warranty. Your Comfort.

[taylormorrison.com](http://taylormorrison.com)



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**Welcome to Taylor Morrison.** Congratulations on the purchase of your new Taylor Morrison home. We thank you for your confidence in our company. We have delivered to you a home that you can be proud of and enjoy for many years to come.

At Taylor Morrison, we are dedicated to excellence in the design and construction of the homes we build, the quality of the locations we choose, and the customer service we provide. For over 100 years we have remained uncompromising in our commitment to putting the needs of our customers first and gaining the respect of homebuyers across the world.

We are providing you with this Limited Warranty as an expression of our confidence in the quality of your new home. In the event that problems do occur in your home, this Limited Warranty has been designed to provide you with our highest level of after-sales service. This Limited Warranty is a legal document and we encourage you to familiarize yourself with its terms. Thank you again for choosing Taylor Morrison to build your home.

(APPLICABLE **ONLY** IF YOUR HOME IS LOCATED IN SOUTH CAROLINA): **THIS LIMITED HOME WARRANTY IS SUBJECT TO ARBITRATION PURSUANT TO S.C. CODE TITLE 15, CHAPTER 48.**



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## I. Taylor Morrison Limited Home Warranty

### A. One Year Limited Warranty

Taylor Morrison warrants that your Home (as defined in your Purchase Agreement) will be constructed in conformance with the Taylor Morrison Quality Standards (the "Quality Standards") for a period of one (1) year commencing on the Closing Date of your Home (the "Limited Warranty Term"), unless a shorter coverage period is specified in this Limited Warranty or Quality Standards (the "Limited Warranty").

### B. Limited Warranty Coverage

This Limited Warranty protects you, the original party (referred to in this Limited Warranty as "you," "your," "Homeowner" or "Buyer") who purchased the new Home from Seller, as such entity is shown on the grant deed for your Home (referred to in this Limited Warranty as "Seller," "Builder" or "Taylor Morrison"). This Limited Warranty is provided solely by Seller and by no other entity. This Limited Warranty is NOT transferable to a subsequent purchaser or owner of your Home. Claims made by any subsequent purchaser or owner of your Home are not covered by this Limited Warranty. A repair or replacement of any defective item in your Home does not restart or extend the Limited Warranty Term.

### C. Homeowner Maintenance Obligations

Your new Home requires consistent maintenance and care by you to ensure the quality of your Home and its systems. The Taylor Morrison Homeowner Maintenance Manual contains required guidelines to properly maintain your Home. Under the terms of this Limited Warranty, you are expected to maintain your Home properly to prevent damage and ensure proper functioning of your Home and its systems. This Limited Warranty does not cover defects in construction or damage that could have been prevented by following the maintenance requirements in the Taylor Morrison Homeowner Maintenance Manual. In the event of any inconsistency between the terms of this Limited Warranty and the Taylor Morrison Homeowner Maintenance Manual, the terms of this Limited Warranty apply.

### D. Limited Warranty Service

To receive Warranty service under this Limited Warranty, the Limited Warranty service instructions in the Taylor Morrison Homeowner's Maintenance Manual must be followed. If the request is covered by this Limited Warranty, Seller will decide, in its sole discretion, to (1) repair the item, (2) replace the item, or (3) pay you the reasonable cost of repairing or replacing the item. You agree to allow Seller and its agents and subcontractors access to your Home for inspection, testing and repair of any potential Warranty claim item set forth in the Warranty request during normal business hours. Any claim not timely reported in writing to the Taylor Morrison customer service department prior to the expiration of the Limited Warranty Term will not be covered by this Limited Warranty.

Taylor Morrison is not responsible for repairs performed without its inspection and approval and will not reimburse you for unauthorized repairs.



## E Exclusions from Coverage

This Warranty is a limited warranty and does not cover the following items:

**Homeowner Damage.** Damages, loss or injury caused by Homeowner, ordinary wear and tear, or lack of proper Homeowner maintenance, including Homeowner's failure to minimize or prevent damages in a timely manner. Any damage caused or exacerbated by your failure to properly maintain your Home and your Property (as defined in your Purchase and Sale Agreement) including but not limited to failure to comply with the Taylor Morrison Maintenance Manual is not covered by this Limited Warranty. In addition, you are required to take any action necessary to mitigate damages resulting from a defect.

**Cosmetic Defects.** Cosmetic defects will be repaired or replaced by Taylor Morrison only if the defect is shown to Taylor Morrison by the Homeowner within thirty (30) days of the Closing Date. Any cosmetic defect caused by Homeowner is not covered by this Limited Warranty. Cosmetic defects include, but are not limited to dents in garage doors, torn screens, chipped or scratched countertops, cabinets, paint, flooring, porcelain tile, plumbing fixtures, grout, marble, glass, windows or mirrors.

**Natural Catastrophes, Occurrences and Accidents.** Damages, loss or injury caused by natural catastrophes, occurrences or accidents, including but not limited to events such as drought conditions, fire, stroke, explosion, flood, radon gas, sinkholes, presence of mold, mildew, spores, fungi or other related conditions, damages caused by vehicles, volcanic eruption, falling objects, weight of ice, snow or sleet, nuclear hazard, intentional loss, governmental action (including but not limited to water conservation and rezoning), foreign invasion, power outages or surges, severe wind, lightning, tropical storm, hurricane, earthquake, pollutants by third parties, home values, landslides and mud flows, shockwaves, lightning, windstorm, hail or other Acts of God, riots, civil commotion, theft or vandalism. Homeowner should directly consult with their state's department of insurance or their insurance agent to determine what coverage is or may be available.

**Modifications by Homeowner.** Any material furnished or work completed to your Home by you, your agents, employees or contractors, including but not limited to home additions, alterations, remodeling or repairs performed by you or under your direction.

**Consequential Damages.** Consequential, special, economic or incidental damages or losses of any kind caused by or related to defects in construction warranted by this Limited Warranty, including but not limited to costs associated with temporary housing, transportation, food, moving, storage or other living expenses, personal injury, emotional distress, medical care, loss of use, loss of wages, inconvenience, diminished market value or damage to personal property.

**Variances in Materials and Discontinued Patterns.** The color and texture of certain components used during construction or to repair/replace existing components (including, but not limited to, tile, brick, marble, stone flooring, custom paint or grout) may not perfectly match due to varying conditions such as discontinued patterns, underlying surface, application technique, temperature, humidity and curing, as well as natural variations, weathering and/or manufacturing variations. During construction and any repair or replacement of such designated components, Builder will make reasonable efforts to match the texture and color of existing or adjacent components as closely as possible, but a perfect color and texture match is not covered by this Limited Warranty or guaranteed by Builder. Such variations are a normal and expected condition in the product and not considered a defect.

**Timely Reporting.** Defects which are not reported in writing to Seller within the Limited Warranty Term.

**Termites, Pests and Other Animals.** Loss or damage to your Home, persons or property, including uninhabitability of your Home caused directly or indirectly by insects, wood-destroying organisms (including termites\*), birds, vermin, rodents or other wild or domestic animals.

\*A separate termite treatment Warranty may be provided to you depending on the geographic location of your home.

**Manufacturer Warranties.** The manufacturer's warranty (if any) and not this Limited Warranty shall apply with respect to any appliance, equipment or other item which is defined as a "Consumer Product" for purposes of the Magnuson-Moss Warranty Act, 15 United States Code Section 2301, et seq. An "appliance" includes but is not limited to a refrigerator, dishwasher, stove, microwave oven, trash compactor, garbage disposal, washer, dryer, water heater, water softener or garage door opener, and Interactive Home™ components. In the event of a defect or malfunction of such items, you should make a claim directly to the manufacturer or supplier. Taylor Morrison will assist you in such effort during the Limited Warranty Term by providing information needed to contact the manufacturer or supplier. Taylor Morrison hereby assigns to you any and all rights Taylor Morrison may have under any original manufacturer warranties covering any Consumer Product in your Home.

**Water Damage.** Loss or damage caused directly or indirectly by flood, surface water, waves, tidal water, overflow of a body of water or spray from any of these, whether or not driven by wind, water which backs up from municipal sewers or storm water drains, changes in the water table, or water below the surface of the ground (including water which exerts pressure on, seeps, or leaks through your Home, sidewalk, driveway, foundation, swimming pool, or other structure), wetlands, springs, aquifers or water from the irrigation of the landscaping on your Property.

**Use of Home for Non-Residential Purposes.** Loss or damage resulting from use of your Home for non-residential purposes (e.g., childcare facility, pet sitting services, etc.), which involve an unusual level of traffic and wear and tear on your Home.

**Abnormal Loading.** Loss or damage resulting from abnormal loading on floors and/or attic decking, cabinetry or closet bars.

**Noise.** Exterior noises audible in your Home due to air conditioning units, heaters, appliances, televisions, radios, pets, children, neighbors, street or foot traffic, commercial activity, construction activity, aviation traffic, or adjacent homes.

### Solar Panel System (if applicable to your Home)

This Limited Warranty expressly excludes the following: 1) the energy production from the Solar Panel System installed in your Home; 2) the current availability or amount of rebates (if any) offered by any governmental agency; 3) the terms of the third-party manufacturer's warranty; 4) the savings on your electrical utility bills, if any, compared to homes with or without solar panels; 5) any innovations in solar technology in the future; and 6) the estimated value of the Solar Panel System at time of resale or refinancing.

## F. Dispute Resolution and Limitation of Liability

Any and all claims, controversies, breaches or disputes by or between Taylor Morrison and you arising out of or relating to this Limited Warranty or any defect in the construction of your Home or Property, whether such dispute is based in contract, tort, statute, or equity, including allegations of unconscionability, fraud in the inducement, or fraud in the execution, whether such dispute arises before or after the close of escrow (each a "dispute"), shall be arbitrated pursuant to paragraph 11 of the Purchase Agreement between Buyer and Seller. To the extent permitted by law, all other warranties, express or implied, including but not limited to, warranties of fitness, merchantability or habitability are hereby disclaimed, waived and excluded from your Home and this Limited Warranty.

## II. Taylor Morrison Quality Standards

This Article of the Limited Warranty specifies the Quality Standards that govern our professional construction and customer service teams. During the construction of your Home, Taylor Morrison works to ensure that every aspect of your residence meets our demanding Quality Standards. Even so, there are problems that can arise occasionally with any new home. The Quality Standards will allow you to quickly identify any areas of concern and how Taylor Morrison will address your concerns during the Limited Warranty Term.

From coast to coast Taylor Morrison builds many home types in many different climates. This means that some of the Quality Standards may not apply to your particular Home.

## SECTION 1: Interior Concrete and Foundation

### 1.1 Concrete Floor Uneven

Interior concrete floors should not vary from flat exceeding 1/4 inch per 4 feet, provided that the deviation is gradual. Appropriate corrective actions may include filling, grinding or use of a floor-leveling compound. Color and texture may vary from original finish.

### 1.2 Concrete Appearance/Finish

Builder will repair disintegration of the surface resulting in the appearance of coarse aggregate below the surface, unless salt or chemicals cause the disintegration of the floor. Builder will repair the surface by patching or surface coating. Non-structural cosmetic surface flaws that are timely reported will be repaired or replaced at Builder's discretion. Color variations are not covered by this Limited Warranty.

### 1.3 Concrete Cracks

Cracks in garage floors, walkways, driveways, patios and steps that exceed 1/4 inch in width or 1/4 inch in vertical offset, will be repaired by filling and patching. The method of repair will be at the Builder's discretion. The texture and color of concrete cannot be matched due to varying conditions and, therefore, the matching of concrete color or texture is not covered by this Limited Warranty.

### 1.4 Concrete Slab-on-Grade Floor Cracks

Concrete slab-on-grade floors cannot be expected to be crack-free. Most cracking is minor and is the result of large areas of concrete shrinking as the concrete cures. These cracks do not affect the structural integrity of your Home. Since slab-on-grade floors are quite large, shrinkage cracks can be expected to occur randomly. Cracks in slab-on-grade floors measuring 1/4 inch in width and/or vertical displacement of 1/8 inch in 20' will be repaired by Builder. Repair may include filling, grinding or use of a floor-leveling compound.

### 1.5 Expansion and Control Joints

Where applicable, expansion joints are intentionally placed in some concrete surfaces to allow sections of concrete to expand and contract with changes in temperature, and control joints are intentionally placed in concrete to control cracking as concrete cures. Expansion and control joints often have inserted barriers or have been grooved/notched during concrete placement and will have a tendency to move or crack in the joint area. Movement at a control joint in excess of 1/4 inch in width or vertical displacement will be repaired. Builder will repair excessive movement by filling, grinding or use of a floor-leveling compound.

### 1.6 Footing and Foundation Wall Cracks

Appropriate measures will be taken to correct serious cracks and/or deterioration in the foundation, footings or foundation walls that cause your Home to be unsafe or uninhabitable. Builder will make the necessary repairs to the structural elements and related damage except for areas not constructed by Builder. Builder will patch the voids in walls caused by any cracks in the foundation that exceed 1/4 inch in width or vertical displacement.

## 1.7 Chalky Deposits (Efflorescence)

Efflorescence is the residue left behind from the drying of concrete and masonry products. This is a normal condition. As concrete cures, water is drawn to the surface where it evaporates and leaves behind leachables, salts and silicate deposits on the surface. High-calcium may remove efflorescence by cleaning with a Trisodium Phosphate (TSP™) solution and water. TSP is available at most hardware or paint stores. The removal of efflorescence is the sole responsibility of Homeowner.

## SECTION 2: Framing

### 2.1 Wood or Metal Framed Walls Out of Plumb

Interior walls should be straight and plumb within 1/4 inch per 4 feet. Under this Limited Warranty, Builder will repair any interior wall that is more than 1/4 inch per 4 feet out of plumb.

### 2.2 Column or Post Bowed

Columns and posts should not bow or be out of plumb in excess of 1/4 inch per 4 feet. Bowed columns and posts should be plumb as measured from the centerline, not to exceed 1/4 inch per 4 feet and the tolerance for columns and posts made of rough-sawn lumber should be 1/4 inch per 4 feet. Under this Limited Warranty, Builder will straighten columns and posts that exceed the 1/4 inch per 4-foot standard only if the column or post is a structural component.

### 1.8 Water in Crawl Space

In homes constructed with a crawl space, Builder covers any leaks in the crawlspace of your home. Builder will eliminate the cause of the leaks; however, humidity, condensation and problems resulting from grading issues are not covered by this Limited Warranty.

### 1.9 Basement Wall Bowed or out of Plumb

In homes constructed with a basement, basement walls should not bow or be out of plumb greater than 1 inch per 8 feet when measured from the base of the wall to the top of the wall. In situations where bowing or out of plumb walls exceed

### 2.3 Wood Beam Twisted or Bowed

Subsequent to construction, beams, joists and posts will sometimes twist or bow as they dry. Twisting or bowing of wood may be cosmetically unattractive when visible in habitable spaces, but is rarely a structural problem. Bows and twists exceeding 1/4 inch out of plane within a 4-foot section will be repaired if located within habitable space. Acceptable repair may include shimming, trimming or grinding the wood beam or post. When located in garages, basements, attics or crawl spaces, such bowing or cupping will not be repaired unless it causes unevenness to floors or roofs in excess of this Limited Warranty's specifications.

these parameters, Builder will make corrections by floating the wall.

### 1.10 Basement Leaks

In homes constructed with a basement, Builder will eliminate the cause of leaks in the basement or crawlspace. Basement leaks caused by landscaping or downspouts installed by Homeowner, failure of Homeowner to maintain proper grades, unusual storms and acts of God or other excluded events as provided in Section 1 above are not covered by this Limited Warranty.

### 2.4 Wood Beam Split

Beams, joists and posts sometimes split as they dry. Parallel splitting is usually not a structural concern because such inconsistencies in wood are anticipated in the structural calculations of wood products. Diagonal splitting that extends from one side to another and is more than 1/2 inch deep may weaken the wood. Under this Limited Warranty, Builder will fill or repair any structural component inconsistent with this standard. Repairs may include additional wood framing to the existing beams/post secured with nails or bolts.

## SECTION 3: Roof

### 3.1 Roof Deflection or Bowing

All structural members of your home are sized according to the type of roofing product and the loads they may support. No visible wind or snow break during normal weather patterns. Builder will stiffen a structural member of the roof if deflection exceeds 1 inch per 20 feet or more than 1/2 inch between two structural members.

### 3.2 Asphalt Shingle Buckled or Curled

Asphalt shingle surfaces need not be perfectly flat; therefore, buckling or curling is not covered by this Limited Warranty.

### 3.3 Shingles or Roof Tiles Blown Off by High Winds

Under proper maintenance and normal expected weather conditions, shingles and roof tiles should not blow off the roof. In the event that shingles or roof tiles are blown off the roof, Builder will take necessary actions to repair shingles or roof tiles that have been blown off unless caused by wind velocities exceeding the manufacturer's tolerances. Damage caused by severe weather including, but not limited to, tornadoes, tropical storms, hurricanes, snow storms and hail storms, is not covered by this Limited Warranty.

### 3.4 Water Trapped Under Roofing Membrane

Builder will repair any damage larger than 12 inches by sitting through the roofing membrane and repairing with appropriate materials.

### 3.5 Gutter or Downspout Leaks

Builder will repair leaks at gutters and downspouts provided proper care is routinely taken by Homeowner to regularly maintain and clear debris or snow and ice as frequently as necessary considering the geographic location and other natural factors that contribute to clogged gutters in your home. Roof gutters must be gently but thoroughly cleaned, as they are not as strong as the pipes in your home. A qualified contractor is recommended, particularly with respect to hard to reach spots.

### 3.6 Water Remaining in Gutters

When a gutter installed by Builder is unobstructed by debris, snow and ice, the water level should not exceed 1/2 inch in depth 24 hours after the rain passes. Builder will adjust the gutter to minimize such ponding, provided by debris, snow or ice accumulation is considered part of routine Homeowner maintenance and is not covered by this Limited Warranty. Water trapped in a gutter could cause major damage to your roof and walls, so your regular maintenance helps minimize potential water damage.

### 3.7 Water Standing on Low-Sloped Roof Area

Water ponding on a low-sloped roof area should not exceed 1/2 inch (1/4 inch deep) more than 24 hours after the rain passes. Under this Limited Warranty, Builder will repair ponded areas by adding additional roofing materials. Ponding caused by debris accumulation is considered part of routine Homeowner maintenance and is not covered by this Limited Warranty.

### 3.8 Roof or Flashing Leaks

When properly maintained, the roof and flashing should not leak under normal weather conditions. Builder will repair roof or flashing leaks that occur during normal weather. Roof vents and bases are designed to keep out wind-driven rain and snow under normal conditions. Leaks caused by debris or ice accumulation are considered part of routine Homeowner maintenance and are not covered by this Limited Warranty.

### 3.9 Roofing Shingles or Tiles Not Aligned

Shingles and tiles are installed to withstand a maximum exposure to the weather as recommended by the manufacturer. Often tiles and shingles must be adjusted to compensate for differing roof conditions. This is not considered a defect. Tiles within any course should be aligned within 2 inches. Builder will realign tiles and shingles that are not aligned within 2 inches, as well as framing components that vary more than 1/4 inch per 4 feet. Minor telegraphing of roof sheathing seams and joists is normal and will vary with weather conditions.

### 3.10 Shading or Shadowing Pattern

Shading or shadowing on roofing materials is caused by the differences in product color installed in a specific area. Builder will try to minimize shading deviations by mixing the tiles and shingles during installation, but uniform shading or shadowing is not covered by this Limited Warranty.

### 3.11 Roof Tile Color Variations

Color fading, color changes, variations of the color hue or physical deterioration of the color from outside conditions of roof tiles should be expected. Because shade variations are normal and expected from weather, oxidation or air pollutants, color variations in roof tiles are not covered by this Limited Warranty.

### 3.12 New Roofing Products do not Match Existing

The color and texture of new roofing components used to repair existing roofing components may not match due to weathering or manufacturing variations. For any repair or replacement of roofing components, Builder will try to match the texture and color of existing roofing components as closely as possible, but a perfect color match is not covered by this Limited Warranty.

### 3.13 Interior Water Damage from Ice-Damming

In some conditions, snow build-up on roofs due to freeze/thaw cycles can result in ice-damming at the gutters. Sometimes this causes water to back up under shingles and to enter your home. In cases where ice-damming causes leaks into living areas because of incorrect installation of gutters, Builder will make appropriate repairs.

### 3.14 Loose or Cracked Tiles or Shingles

Loose, cracked or chipped tiles/shingles exceeding 1/2 inch will be repaired by Builder.

### 3.15 Broken or Defective Roof Tile

Unless the result of foot traffic, tropical storms, golf balls, hurricanes, tornadoes or acts of God, Builder will repair broken or defective roof tiles.

### 3.16 Mildew, Algae and Moss on Roofs

The growth of mildew, algae and moss on roof surfaces is caused by the accumulation of dust and considered the responsibility of Homeowner to conduct proper routine maintenance. The growth of mildew, algae and moss on roof surfaces is not covered under this Limited Warranty.

### 3.17 Roof Tile Efflorescence

Efflorescence is a temporary surface condition that causes a white chalky substance to form on concrete products. It is not uncommon for efflorescence to form on roof tiles, as it is a common condition for all concrete products. Removal of efflorescence is not covered under this Limited Warranty.

## SECTION 4: Exterior Siding & Trim

### 4.1 Siding Delaminated

Builder will repair or replace any hardwood or composite siding that has delaminated (separated into layers). The effects of improper Homeowner maintenance, negligent damage caused by objects striking the siding and weathering are not covered by this Limited Warranty.

### 4.2 Siding Bowed/Buckled

Builder will repair any bowed wood, lap siding or cementitious composite lap siding exceeding 1/4 inch per 4 feet.

### 4.3 Siding Joints Separated

Builder will repair joint separations in siding exceeding 3/16 inch by filling them with sealant.

### 4.4 Gaps Between Siding and Trim

Gaps between siding and moldings at trim pieces, miter joints or openings should not exceed 1/4 inch. Builder will correct this condition by caulking/repairing the trim or siding.

### 4.5 Siding Nails Expose Interior Fiber

Siding nails should not be countersunk to expose the interior fibers of hardboard or cementitious composite siding. Builder will repair such exposure by sealing nail holes with appropriate caulking and repainting.

### 4.6 Splits or Knotholes in Siding or Trim

Builder will repair knotholes that expose the underlying sheathing or building paper, splits in exterior siding or trim wider than 1/8 inch by replacing or filling the knotholes siding or trim.

### 4.7 Siding Color or Texture Mismatch

Builder will try to match the texture and color of the existing siding as closely as possible for any repair or replacement of siding, but a perfect match is not covered by this Limited Warranty.

### 4.8 Siding Finish Faded

Any colored siding will fade when exposed to the sun. This is a normal condition and not part of this Limited Warranty.

### 4.9 Siding/Trim Wood Rot

Some warping, cupping, splitting or rotting of wood can be expected. In cases where excess warping, cupping, splitting or rotting of wooden members exists, Builder will repair or replace as necessary.

### 4.10 Exterior Walls/Siding Material Loose

Builder will correct siding materials that become loose or detached unless the problem is a result of an act of God or unusually high winds that exceed the manufacturer's wind limits.

### 4.11 "Bleeding" Through Siding Paint

Cedar or redwood siding or shingles occasionally "bleed" through the original paint. Builder will repair resins and extractives "bleeding" through the paint. This Limited Warranty will not apply if stains or clear wood protectants are used, since they do not cover up the natural extractives of wood. For all bleed-through areas in painted surfaces, Builder will clean and repaint the area. The effects of improper Homeowner maintenance, negligence, physical damage or weathering are not covered by this Limited Warranty.

#### 4.12 Semi-Transparent Stain or "Natural Weathering" on Siding

This Limited Warranty does not cover semi-transparent stain or "natural weathering" used on the siding.

#### 4.13 Loose Exterior Trim

Builder will repair trim that has separated from your Home by more than 1/4 inch. In cases where trim separation exceeds 1/4 inch, Builder will reinstall trim, add fasteners or caulk separations. However, this Limited Warranty does not cover trim separation caused by acts of God or unusually high winds that exceed the manufacturer's wind limits.

#### 4.14 Exterior Trim Board Cupped

Builder will repair cups in trim board exceeding 1/4 inch per 6 feet.

#### 4.15 Exterior Trim Board Twisted

Builder will repair bows and twists in trim board exceeding 3/4 inch per 8 feet by adjusting or replacing the trim board.

#### 5.6 Stucco/Cementitious Finish Appears Wet

The surface of stucco and cementitious finishes are a porous cement product and designed to become saturated with moisture. Such surfaces, therefore, appear wet long after rain has stopped. This is a normal condition and is not covered by this Limited Warranty.

#### 5.7 Cracks in Masonry or Veneer

Cracks in masonry or veneer greater than 1/8 inch in width will be repaired by brick pointing, patching or painting. Unless these cracks are controlled with expansion

joints, Builder will repair this condition. Color variations in mortar or brick products are normal and a perfect match is not covered by this Limited Warranty. Cracks less than 1/8 inch in width within mortar joints and in brick products are also a normal condition and are not covered by this Limited Warranty.

#### 5.8 Course of Masonry or Veneer not Straight

Courses of masonry or veneer brick should not vary more than 1/4 inch per 8 feet. In cases where variation is more than 1/4 inch per 8 feet, Builder will replace necessary portions of masonry or veneer brick.

#### 5.9 Exterior Caulking Joint Separation

Exterior caulking joints occasionally shrink or open up causing water intrusion. Joints and cracks in exterior wall surfaces and around openings should be properly caulked to prevent the entry of water. New homes exhibit significant movement at caulking joints during the first few years after construction due to normal shrinkage and drying of components. Repair or replacement of caulking is considered part of routine Homeowner maintenance and is not covered by this Limited Warranty.

## SECTION 5: Stucco, Cementitious Finish, Above Grade Block & Concrete Walls

### 5.1 Cracks in Stucco/Concrete

#### 5.1 Cracks in Stucco/Cementitious Finish/Block/Concrete Walls

Baseline cracks in exterior trim, block, concrete or stucco walls are normal. Cracks in exterior stucco wall surfaces should not exceed 1/8th inch in width. Builder will repair cracks exceeding 1/8th inch. For unpainted stucco, it is acceptable to use stucco color coat or acrylic sealants to fill the cracks. Painted surfaces may be repaired using acrylic-latex sealant prior to touch-up painting. Builder will try to match the original stucco texture and color as closely as possible, but a perfect match is not covered by this Limited Warranty.

#### 5.2 Stucco/Texture/Cementitious Finish Loss

Texture may become separated from the base stucco layer. Builder will repair missing stucco texture greater than 1/4 inch. Texture loss beneath the horizontal weep or drainage screen is normal and is not covered by this Limited Warranty.

#### 5.3 Texture Mismatch

Texture is applied by hand, which varies with the technique of the installer. Where tall walls exist, it is necessary to install in several passes. Breaks between application phases occur in all homes and sometimes are more visible due to the method of application. Inherent inconsistency is to be expected as with all hand-applied troweled finishes. Builder will repair deviations, bumps or voids measuring over 1/8 inch per 4 feet, which are not part of the intended texture. During repair, Builder will try to match the original texture as closely as possible, but a perfect match is not covered by the Limited Warranty.

#### 5.4 Stucco Color Mismatch

Stucco/cementitious finish is a colored cement product and is affected by the underlying surface, application technique, temperature, humidity and curing. Builder will try to match stucco/cementitious finish color as closely as possible, but a perfect match is not covered by this Limited Warranty.

#### 5.5 Surface Staining

The surface of exterior walls may become stained from rainwater or water splashing up from the ground. Since the surface is a porous material, this condition cannot be eliminated and is not covered by this Limited Warranty.

## SECTION 6: Exterior Paint and Finishes

#### 6.1 Clear Finish Deterioration

Clear finishes on exterior surfaces, such as wood entry doors, diminish with aging and should be reapplied as part of routine Homeowner maintenance every 6-18 months, depending on outside exposure. Deterioration of clear finishes on exterior surfaces is considered part of routine Homeowner maintenance and is not covered by this Limited Warranty.

#### 6.2 Paint or Stain Fading

All exterior paints and stains exhibit fading when exposed to weather, and fading is a normal condition. Semi-transparent stains diminish with aging and should be reapplied as part of routine Homeowner maintenance every 6-16 months, depending on outside exposure. Prevention of fading of exterior paints and stains is considered part of routine Homeowner maintenance and is not covered by this Limited Warranty.

#### 6.3 Exterior Paint, Stain or Caulking Peeling/Deterioration

Exterior paints, stains and caulking should not peel or deteriorate during the Limited Warranty Term. If exterior paint, stain or caulking has peeled or deteriorated, Builder will refinish or repair affected areas.

#### 6.4 Mildew or Fungus

Mildew or fungus may form on surfaces over time because of moisture. Removal of mildew or fungus is considered part of routine Homeowner maintenance and is not covered by this Limited Warranty.

#### 6.5 Repainting After Repair Work

Repainting, staining or refinishing may be required because of repair work. Repairs required under this Limited Warranty will be finished to match the immediate surrounding area as closely as practical. Due to fading and normal weathering, a perfect match cannot be achieved and a perfect match is not covered by this Limited Warranty. Where repairs affect more than 50% of a wall or ceiling product area, Builder will repaint the entire wall, ceiling or product surface. Custom color touch-up is not covered under this Limited Warranty.

## SECTION 7: Wood Decks

### 7.1 Wood Deck out of Level

Builder will repair wood decking that is out of level more than 1/4 inch per 4 feet.

### 7.2 Imperfections in Wood for Exterior Railings, Decks or Stairs

Wood for exterior railings, decks or stairs will include imperfections such as knots and checks. Builder will repair or replace wood for exterior railings, decks and stairs that fail to meet intended use because

of a structural defect. Knots, cupping and minor checking are normal, and removal of such imperfections is not covered by this Limited Warranty. Any wood replaced will not exactly match existing decking.

## SECTION 8: Site Drainage

### 8.1 Site Drainage

Grades and ditches have been established by the contractor to ensure proper drainage away from your home. If homeowner modifies these areas with additional grading, plantings, concrete or any other construction, homeowner will be responsible for drain age. Builder will be responsible for drain age if proper drainage at the site occurs when there is standing or ponding water beyond a 24-hour period (72 hours or longer after the last normal rain event). If proper grades were not established initially, Builder will regrade the yard or swales. Ultimately, homeowner is responsible for maintaining drainage and ditches of the property. No grading determination can be made during frost or snow conditions. If homeowner adds a pool or landscaping after the Closing Date or modifies the drainage plan or flow after

the Closing Date, Builder will no longer be responsible for drainage. In some cases, moist, spongy soil without standing water may be normal in the overall drainage plan and is not covered by this Limited Warranty.

### 8.2 Ground Settling

Settling of the ground around your home, utility trenches or other filled areas should not interfere with water drainage. If interference does occur, Builder will be within areas affecting proper drainage. Builder will reinstall displaced plant material and soil that was originally installed by Builder. Landscaping installed or altered by homeowner after the Closing Date will be the Limited Warranty or ground settlement.

### 8.3 Soil Erosion

Builder is not responsible for soil erosion after the Closing Date. Proper erosion protector, ground cover, mulch and deep-rooted plantings to reduce erosion. For steady graded hills, the installation of erosion control matting, such as jute and straw will help reduce erosion until plantings have been established. Soil erosion is not covered by the Limited Warranty.

## SECTION 9: Doors

### 9.1 Door Panel Split

Soft door panels should not allow light to be visible through the door. Builder will repair splits in door panels by filling them with wood fillers and refinishing.

### 9.2 Door Warped

Warping on doors should not exceed 1/8 inch as measured diagonally from corner to corner. If the door has been properly maintained and is not physically damaged, Builder will replace the door with a comparable product if warping exceeds the 1/8 inch standard. Warping that occurs to stain or lacquer finished doors that are improperly maintained is homeowner's responsibility and is not covered by this Limited Warranty.

### 9.3 Raw Wood Showing on Door Panel

Wooden door panels will shrink and expand because of temperature and humidity changes and may expose unfinished surfaces at the edges of the inner panel on the door. Once during this Limited Warranty Term, Builder will touch up door panel edges that expose more than 1/8 inch of raw wood. Any subsequent touch-up is considered part of routine homeowner maintenance and is not covered by this Limited Warranty.

### 9.4 Doors Not Operating Properly

Builder will make necessary adjustments to doors that fail to operate properly by binding, sticking, not latching, rubbing or squeaking.

### 9.5 Bi-Fold and Pocket Doors

Bi-fold and pocket doors should slide without rubbing or coming off their tracks during normal operation. Builder will adjust bi-fold and pocket doors that fail to close, are rubbing or are coming off their tracks during normal operation.

### 9.6 Sliding Patio Doors and Screens

Sliding patio doors and screens should slide without coming off their tracks during normal operation. Once during this Limited Warranty Term, Builder will adjust sliding patio doors that do not slide properly. Some entrance or the elements can be expected under windy conditions.

### 9.7 Garage Door Operates Improperly

In this case, the garage door will not operate properly. Builder will correct or adjust the door as required.

### 9.8 Leak Through/Under Garage Door

Under high wind conditions and storms, it is normal for some moisture to leak through or under the garage door. Builder will make needed adjustments.

## SECTION 10: Windows

### 10.1 Window is Difficult to Open or Close

Windows should be properly adjusted and balanced. Normal maintenance by Homeowner includes keeping the tracks, channels and operating mechanisms clean and lubricated. For most windows, Homeowners should use a dry silicone spray lubricant on the tracks once each year. Under this Limited Warranty, Builder will correct or repair windows that fail to operate per the manufacturer's specifications.

### 10.2 Window or Skylight Leaks

Water leaking through or around windows or skylights as a result of improper installation will be repaired by Builder. Water leaks at windows or skylights resulting from Homeowner damage, extreme weather or improper Homeowner maintenance are not covered by this Limited Warranty. Water may become visible in window tracks and sliding glass door tracks during heavy rain and should drain to the outside of your Home.

### 10.3 Condensation or Frost on Window or Skylight

Windows and skylights will collect condensation on their interior surfaces when high humidity within a home turns into water on the colder window or skylight surface. Homeowner is responsible for controlling interior temperature and humidity to avoid condensation and the damage to window sills and dry wall caused by the accumulation of condensation in those areas. Draperies and blinds should be left open to encourage air circulation and even temperatures during periods of cold weather and high interior humidity. Under this Limited Warranty, no action on the part of Builder is required for condensation.

### 10.4 Window Scratches and Imperfections

Builder follows ASTM specifications, a well-known set of published performance standards, which state that imperfections in glass can be determined by visual inspection. The viewer will look through the window in daylight without direct sunlight. The potential imperfection must be in the view plane 90° to the window surface. Imperfections must be detectable from a distance of over 10 feet to be considered for repair. These kinds of imperfections will be repaired only for a period of 30 days after the Closing Date.

### 10.5 Defects

Builder will replace defective glass when defects, including stress cracks or failed seals in insulated windows, occur.

### 10.6 Air Filtration

Some infiltration around windows is normal, especially during high winds. Builder will take necessary corrective action by adjusting windows or weatherstripping to correct excessive air filtration in windows.

## SECTION 11: Electrical

### 11.1 Fuses Blow or Circuit Breakers Trip

Fuses should not be blown and circuit breakers should not be tripped under normal use. Builder will correct defective circuit breakers that trip excessively under normal use. However, similar to the GFCI's in section 11.3, the ARC Fault Breakers are designed to be sensitive to provide protection and may be triggered by small appliances (e.g., vacuums, printers, etc.) that may not have the latest technology. This is not a defect and is not the responsibility of the Builder to correct.

### 11.2 Electrical Outlets, Switches or Fixtures Malfunction

Builder will correct outlets, switches or fixtures that malfunction. In situations where lights dim and flicker, please note that voltage entering your Home is controlled by the local utility transmission service and may fluctuate based on variances in power generation and usage.

### 11.3 Ground Fault Circuit Interrupter (GFCI) Trips Frequently

Ground fault interrupters are safety devices installed as part of the electrical system to provide protection against electrical shock. These sensitive devices detect potentially dangerous "ground faults" in small appliances and extension cords. Builder will replace any failed GFCI device that fails to reset. Homeowner is responsible for repairing any device that causes the GFCI to trip.

### 11.4 Malfunction of Low-Voltage Wiring System

In the event of a low-voltage wiring system malfunction, Builder will take corrective action.

### 11.5 Ceiling Fan Vibrates

Builder will install ceiling fans in accordance with the manufacturer's specifications, including blade balances. Builder will repair any defect due to installation. Some minor fan wobble cannot be eliminated; therefore, complete elimination of fan wobble is not covered by this Limited Warranty.

### 11.6 Communication Wiring

All wire and device functions will maintain their integrity. This includes the phone cable and the service panel. Any additions or alterations to the communication wiring and/or problems resulting from negligence and/or problems resulting from negligence and lighting fixture wiring are not covered by this Limited Warranty.

## SECTION 12: Comfort Control

### 12.1 Cooling System

In cases where the cooling system is not working properly, Builder will take corrective action if the ASHRAE\* standards (a published set of industry standards relating to air flow and other cooling system issues) are not met.

### 12.2 Heating System

In cases where the heating system is not working properly, Builder will take corrective action if the ASHRAE\* standards (a published set of industry standards relating to air flow and other heating system issues) are not met.

\*With regard to Sections 12.1 and 12.2, basic ASHRAE standards relate the house air temperature to the thermostat setting and the variation of interior setting to the exterior temperature. It is Homeowner's responsibility to balance the system as the seasons change.

### 12.3 Condensation Line Clogs

Homeowner is responsible for annual cleaning of the condensation lines that extend from the air-conditioning coil. Under this Limited Warranty, Builder will correct condensation lines that clog.

### 12.4 Refrigerant Line Leaks

Builder will repair refrigerant lines that leak during normal operation and recharge the air-conditioning unit.

### 12.5 Insulation Uneven or Missing

Thermal insulation is dictated by local codes or state energy guidelines and Builder will install insulation in accordance with these applicable guidelines. Builder will take appropriate action to correct insufficient insulation installation.

### 12.6 Ductwork Noise

When metal is heated and cooled it expands and contracts. The resulting "ticking" or "cracking" sounds cannot be avoided. A booming noise caused by sheet metal billowing in or out ("oil canning") will be repaired by Builder.

### 12.7 Vibration from Heating or Cooling Equipment

It is normal for heating/air-conditioning equipment to generate some noise and vibration. Under this Limited Warranty, no corrective action is required.

### 12.8 Metal Rattling at Register, Grills or Ducts

Air moving through registers, grills and ducts makes noise and is normal. Duct systems are not designed to be noise-free. However, metal rattling from the registers, grills or ducts is not normal and will be repaired by Builder.

### 12.9 Ductwork Separated or Detached

Builder will reattach any separated or detached ductwork not caused by Homeowner.

## SECTION 13: Plumbing

### 13.1 Drainage Problems

Builder will assume the responsibility for clogged sewers, fixtures or drains where clogged sewers, fixtures and drains are the result of defective construction or workmanship.

### 13.2 Water In Pipe Freezes

Builder will make necessary corrections to assure that plumbing pipes are adequately protected against normal anticipated cold weather (except undrained exterior faucets). Homeowner is responsible for maintaining the house temperature at a minimum of 65° F during cold weather and draining exterior pipes and faucets for protection. Water hoses must not be connected to hose bibs during periods of potential freezing, as this could lead to a freeze issue in the hose bib and is not the responsibility of the Builder.

### 13.3 Water Pipe Noise

Sounds made by water flowing through pipes and by pipe expansion are normal. Rattling or "water hammer" of piping when water is rapidly turned off should not occur. Builder will install anti-water hammer devices at faucets causing this problem. Noise caused by ejector pumps and sump pumps while they cycle on and off is normal and not covered by this Limited Warranty.

### 13.4 Plumbing Leaks

In the event that leaks are found in any piping, faucets, bathtubs or showers, Builder will repair as necessary. Undrained exterior faucets are not covered under this Limited Warranty. The maintenance of caulking and grout to prevent leaks is considered part of routine Homeowner maintenance and is not covered by this Limited Warranty.

### 13.5 Shower Enclosure Flexes

Excessive flexing in a shower base occurs when the drain assembly moves up or down with normal weight. Builder will repair excessive flexing in a shower base by installing support materials beneath the enclosure base. Composite shower walls will flex when pushed inward. Such flexing is not considered a defect.

### 13.6 Sump Pump

To the extent applicable, Homeowner is responsible for maintaining the sump pump. Builder will repair or replace the pump if it fails to operate.

## SECTION 14: Interior Paint & Finishes

### 14.1 Blemishes on Walls and Ceilings

Blemishes include nail pops, cracking or blistering visible in normal light from a distance of 5 feet on finished walls or ceilings. Cracks in the drywall that are 1/8 inch or greater that occur adjacent to windows and doors from expansion and contraction will be repaired as necessary. Builder will also repaint the affected areas.

### 14.2 Repainting After Repair Work

Repainting, staining or refinishing may be required because of repair work. Repairs required under this Limited Warranty should be finished to match the immediate surrounding areas as closely as practical. Due to fading and normal weathering, a perfect match cannot be achieved and a perfect match is not covered by this Limited Warranty. Where repairs affect more than 50% of a wall or ceiling area, Builder will repaint the entire wall or ceiling surface from corner to corner. Where custom paints and wall coverings have been installed, Builder will not warrant the match of any necessary repairs. All blemishes should be noted and repaired prior to custom paints and wall coverings being applied.

### 14.3 Drywall Texture

Drywall texture is applied by hand and varies with the technique of the installer. Where tall walls exist, it is necessary to install the drywall texture in several passes. Breaks between application phases occur in all homes and sometimes are more visible due to the method of application. The inherent inconsistency of drywall texture is to be expected as with all hand-applied troweled finishes. Builder will repair deviations, bumps or voids measuring over 1/4 inch per 4 feet, which are not part of the intended texture. During repair, Builder will try to match the original texture as closely as possible, but a perfect match is not covered by this Limited Warranty.

## SECTION 15: Interior Trim & Moldings

### 15.1 Interior Trim Split

Splits, cracks, raised grain, swelling of finger joints and checking are inherent characteristics of all wood and cannot be avoided. However, Builder will fill any such condition in interior trim with wood putty.

### 15.2 Gaps at Joints on Molding and Casing

All joints on molding and casing should fit and be securely attached, as well as filled and sanded. Builder will repair defective joints and gaps. Acceptable repair includes filling joints and gaps with wood putty.

## SECTION 16: Flooring

### 16.1 Subfloor Uneven

Builder will correct uneven wood subflooring exceeding 1/4 inch within any 4-foot measurement. Correction may include application of a flexible floor-fill underlayment.

Note: For concrete subflooring see Section 1.1.

### 16.2 Floor Squeaks or Pops

Builder will take corrective action to eliminate loose flooring and minimize squeaks once during this Limited Warranty Term. However, absence of squeaks is not guaranteed.

### 16.3 Cracked or Loosened Tile, Brick, Marble or Stone

Builder will replace cracked tiles, bricks, marble or stone flooring and will attach tiles, bricks, marble or stone which have detached from a surface unless the defects were caused by Homeowner's negligence. Builder is not responsible for discontinued patterns or color variations when replacing tile, brick, marble, stone flooring or grout.

### 16.4 Tile Edges Not Even

When adjacent marble or ceramic tile edges are not even with each other, they cause a deviation called "lippage." Builder will repair lippage greater than 1/8th inch. Irregular tiles such as limestone, adobe and Mexican Pavers are not covered by the Limited Warranty.

### 16.5 Hardwood Flooring Gaps

Gaps between hardwood floorboards normally fluctuate in areas where relative humidity varies substantially. Homeowner is responsible for maintaining proper humidity levels in your Home to minimize gaps between hardwood floorboards. Where gaps exceed 1/8th inch, Builder will repair the gaps during the Limited Warranty.

### 16.6 Hardwood Flooring Wear and Tear

Hardwood floors, laminate wood floors and engineered wood floors are beautiful but wood floors are very commonly subject to scratches, dings, dents and water stains, and such items are not covered by this Limited Warranty.

### 16.7 Vinyl Flooring Loosened or Bubbled

Vinyl flooring should not lift, bubble, detach or shrink from the perimeter. Builder will reattach loose or bubbled floor areas or replace floors where shrinkage occurs at the perimeter.

### 16.8 Vinyl Flooring Depressions or Ridges

Depressions or ridges may appear in vinyl flooring because of subfloor irregularities. Builder will repair subflooring that causes depressions or ridges exceeding 1/4 inch per 4 feet.

### 16.9 Gaps in Vinyl Flooring Seams

Gaps in vinyl flooring seams should not be visible from a standing position. Builder will repair gaps in seams (sheet goods) or gaps in seams that exceed 1/8 inch (resilient block tile).

### 16.10 Vinyl Flooring Nail Pops

Builder will repair nail pops on vinyl flooring that are readily visible from a standing position.

### 16.11 Vinyl Flooring Patterns Misaligned

Vinyl flooring patterns at seams between adjoining pieces should align. Builder will correct misaligned flooring.

### 16.12 Vinyl Flooring Stains

Staining, fading or discoloration that occurs on the surface of vinyl flooring after the Closing Date is not covered by this Limited Warranty.

### 16.13 Carpeting Loose or Wrinkled

Builder will re-stretch or re-secure wall-to-wall carpeting that has detached or loosened from the point of attachment.

### 16.14 Gaps in Carpet Seams

It is normal for carpet seams to show. However, Builder will repair gaps in carpet seams that are readily visible from a standing position.

### 16.15 Carpet Spots or Fading

In cases where fading, staining or discoloration in the carpet occurs because of a carpet defect, the manufacturer's warranty will apply and are not covered by this Limited Warranty.

## SECTION 17: Cabinets & Countertops

### 17.1 Gaps Between Cabinets and Ceilings or Walls

Gaps between cabinets and ceilings or walls should not exceed 1/4 inch. Builder will repair the gap with caulking, putty, scribe molding or by repositioning the cabinets.

### 17.2 Cabinet Door or Facing Warped

Builder will repair cabinet doors and drawer fronts that are crooked or warped in excess of 1/4 inch.

### 17.3 Cabinet Door Will Not Stay Closed

Builder will adjust cabinet door catches or closing mechanisms that do not hold the door in a closed position. Any subsequent adjustment is considered part of routine Homeowner maintenance and is not covered by this Limited Warranty.

### 17.4 Cabinet Drawer or Door Binds

Once during this Limited Warranty Term, Builder will adjust cabinet doors and drawers that do not easily open or close. Any subsequent adjustment is considered part of routine Homeowner maintenance and is not covered by this Limited Warranty.

### 17.5 Wood Cabinet Finishes Variations

All wood in any finish will exhibit color changes when exposed to light. All wood cabinets are constructed using different pieces of wood, and each piece will differ in color as well as change color in different ways. This color change is caused by variations in the minerals and acids from the soil and other conditions created by the growth environment of a tree. These variations in graining and color are characteristics of a natural wood cabinet and are not considered defects. Wood has these variations, and these variations are not covered by this Limited Warranty.

### 17.6 All Solid Surface Tops

Builder will repair cracked vanity tops at drains or along the countertop. Cracks, scratches or other damage caused by Homeowner are not covered by this Limited Warranty.

### 17.7 Countertop Not Level

Countertop should be no more than 1/4 inch per 4 feet out of level. If the countertop is more than 1/4 inch per 4 feet out of level, Builder will make appropriate adjustments to the countertops.

### 17.8 Countertop Delaminated

Builder will repair delaminated high-pressure laminate countertops.

## SECTION 18: Fireplace & Chimney

### 18.1 Firebox Lining Damaged by Fire

The interior firebox area will become discolored and cracked from the heat of fire in the fireplace. This is not covered by this Limited Warranty.

### 18.2 Fireplace Smoke in Living Area

When fireplaces are used properly, smoke from the fireplace should not escape into living areas. In cases where smoke escapes into living areas because of improper installation or design, Builder will take appropriate corrective action.

Note: High winds or external factors such as trees can cause negative draft situations. Make sure damper is fully closed.

### 18.3 Water in Firebox

It is common for water infiltration to occur into the firebox from the flue. A certain amount of rainwater can be expected under certain conditions. Under this Limited Warranty, no action is required on the part of Builder.

### 18.4 Pre-Fab Gas Fireplace

The Builder will repair any defects per the manufacturer's specifications. Cleaning and replacement of ambers will be the responsibility of Homeowner.

### 18.5 Cracks in Masonry, Chimney Cap or Crown

It is normal for chimney crowns to crack due to expansion and contraction. Chimney caps should be installed at least 2 inches thick to minimize cracking. Builder will replace any cracked chimney cap that is less than two inches thick and will fill any crack larger than 1/8th inch to minimize water intrusion.

### 18.6 Chimney Separation

Chimneys should not separate more than 1/2 inch from the attached structure. If a separation exceeding 1/2 inch from the attached structure does occur, Builder will determine the cause and correct the problem.