Workmanship, systems and structural warranty

2-10 HOME BUYERS WARRANTY®

LONG LIVE HAPPY HOMES®



smile, you know what to expect when the unexpected happens.®

- ✓ **Starts the day the home closes**
- ✓ **HUD-Approved**

To register go to: 2-10.com/registerhome

“Long live happy homes®” says it all.

It says we are in the business of promises kept…
and promises kept, make our customers happy.

It says we have protected over 5.8 million new and pre-owned homes.

It says we partner with thousands of the nation’s finest home builders, service contractors and real estate professionals who consider our protection the industry’s gold standard.

It says we relentlessly focus on reducing the financial risks for our millions of customers.

It says a lot about promises kept.

The Buyer will receive a Certificate of Warranty Coverage within 30 days after the Builder/Seller took all steps required to make the express limited warranty effective. The Certificate of Warranty Coverage will identify the coverage selected by Your Builder/Seller and the warranty limits.

Once the Certificate of Warranty Coverage is received, please keep it with this booklet.

You do not have a warranty without a valid Certificate of Warranty Coverage.

Register your warranty at 2-10.com/registerhome.
Registration is not required for your warranty to be valid.

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BUILDER/SELLER'S EXPRESS LIMITED WARRANTY

SECTION I. YOUR BOOKLET AND CERTIFICATE OF WARRANTY COVERAGE.

This booklet and the Certificate of Warranty Coverage are very important legal documents that fully define the provisions of this express limited warranty, and You and Your Builder/Seller's rights and obligations. Therefore, it is important to keep this booklet and the Certificate of Warranty Coverage with other legal documents that are important to You.

Your warranty is not a policy of insurance, a maintenance agreement or a service contract. If You have a mortgage on Your Home, Your lender may insist that You have a homeowners' insurance policy. This warranty is not a homeowners' insurance policy and it will not satisfy the lender's requirement. As described in this booklet, coverage is limited to qualified Defects. If the Builder/Seller has provided a private, additional warranty or guarantee, the Builder/Seller's obligations under that private warranty or guarantee are not covered by this express limited warranty or insured by the Warranty Insurer.

The provisions of this warranty may not be changed by Your Builder/Seller or by any other person. If any provision of this warranty is found to be unenforceable, the remaining provisions will remain in full force and effect.

A. TRANSFERRING YOUR BUILDER'S EXPRESS LIMITED WARRANTY.

If You sell Your Home during the term of the express limited warranty, this warranty will be transferred to the next owner, and any subsequent owners. This means all of Your rights and obligations under this warranty, up to the remaining amount of the Warranty Limit, will transfer to each purchaser of Your Home or any person who otherwise obtains title to Your Home, including any mortgagee in possession, for the remaining term of the warranty.

When You sell Your Home, You agree to give this booklet and the Certificate of Warranty Coverage to Your buyer in order to make it possible for the buyer to understand his or her rights and fulfill his or her obligations under the provisions of this express limited warranty.

If You are a successive owner of the Home, You may benefit from the coverage provided by this express limited warranty, but in return You are bound by all of the terms and conditions of this warranty including but not limited to the procedures that must be followed to make a claim and the obligation to participate in arbitration as set out in this warranty. To register the warranty in Your name please complete and mail the Successive Homeowner Registration and Arbitration Acceptance Form along with a check for $20.00 to 2-10 HBW at the address shown on the form. Registration in Your name is not required to maintain warranty coverage.

B. WORDS WITH SPECIAL MEANINGS.

Generally speaking, the words used in this booklet have their normal everyday meaning. In some cases, however, a word will be used as shorthand to describe specifically one of the key provisions contained in this express limited warranty. In those cases, the words will be capitalized, and the capitalized word will always have the same special meaning. Most defined terms are described in this section, however, other sections of this booklet may contain other defined terms. The words being given a special meaning are as follows:

"2-10 Home Buyers Warranty (2-10 HBW)" is the warranty administrator. 2-10 HBW is available to answer any questions You may have about the express limited warranty Your Builder/Seller is providing. This warranty is provided by Your Builder/Seller; 2-10 HBW does not provide warranties or insurance.

"Builder/Seller" means the Home Builder or seller listed on the Certificate of Warranty Coverage, and is the person or company providing You with this express limited warranty.

"Certificate of Warranty Coverage" is the document issued by 2-10 HBW confirming that Your Builder/Seller took all steps required to make the express limited warranty on Your Home effective.

"Common Element" means any portion of a Multi-Family Building which is defined as a Common Element in either common interest ownership laws or in the declaration establishing such community. Unless excluded in Section VIII, Common Elements may include, without limitation, hallways, roofs, exterior finishes, and electrical, plumbing, and mechanical distribution systems.

"Common Element Date of Warranty" means the earlier of the date a certificate of occupancy is issued for the Multi-Family Building or the date a unit in the building is first occupied.

"Commercial Space" means any unit within a Multi-Family Building that is used primarily for a non-residential purpose.

"Construction Performance Guidelines" mean the performance standard(s) set forth in Section X the Home or element or component must satisfy.

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

"Effective Date of Warranty" means the date the express limited warranty goes into effect. That date will be the earliest of: (1) the

closing date on which You purchased the Home, or (2) the date anyone first began living in the Home if before Your closing date.

Homes With Original FHA/VA Financing – The Effective Date of Warranty is the date of closing of the original FHA/VA financing.

"Home" means the dwelling unit and garage (if any) or the Commercial Space (if any) located at the address shown on the Certificate of Warranty Coverage.

"Multi-Family Building" is a building in a common interest community that may consist of dwelling units, shared parking spaces, Commercial Space(s) and/or Common Elements.

"Soil Movement" exclusively means subsidence or expansion of soil caused by shrinkage, swelling, or consolidation.

"Structural Defect" is defined in Section II.B of this booklet.

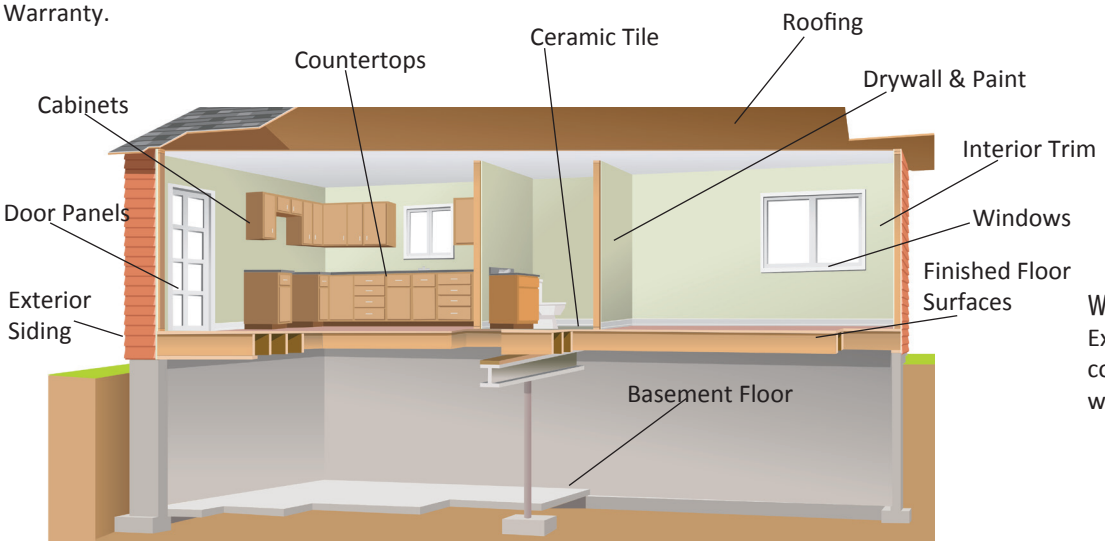
"You", "Your", and similar words means the person or persons who are the legal owners of the Home covered by this express limited warranty.

"Warranty Insurer" is the Builder/Seller's Warranty Insurer as stated on Your Certificate of Warranty Coverage.

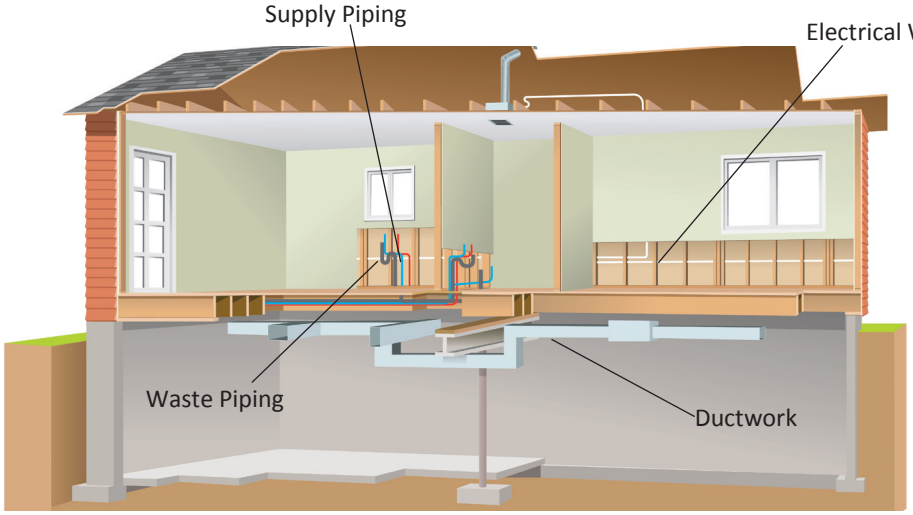
"Warranty Limit" is the aggregate financial obligation of the Builder/Seller for all claims under this warranty. The Warranty Limit is equal to the final sales price of the Home as identified on the Application for Home Enrollment when the final sales price includes the land. If the land was provided by You, the Warranty Limit is equal to the final sales price of the Home multiplied by a factor of 1.25 provided this calculation was performed on the Application For Home Enrollment.

SECTION II. THE WARRANTIES PROVIDED BY YOUR BUILDER/SELLER.

A. ONE YEAR WORKMANSHIP AND TWO YEAR SYSTEMS DEFECT WARRANTY. Your Builder/Seller is providing a one year workmanship and two year systems Defect Warranty for Your Home. This means that Your Home will be free from Defects in materials and workmanship for one year as defined in the Construction Performance Guidelines in Section X; and for two years Your Home will be free from Defects in the electrical, plumbing, and mechanical distribution system as stated in Section X. The workmanship warranty shall expire one year from the Effective Date of Warranty; and the systems Warranty will expire two years from the Effective Date of Warranty.



WORKMANSHIP
Examples of items typically covered under the one year workmanship warranty.

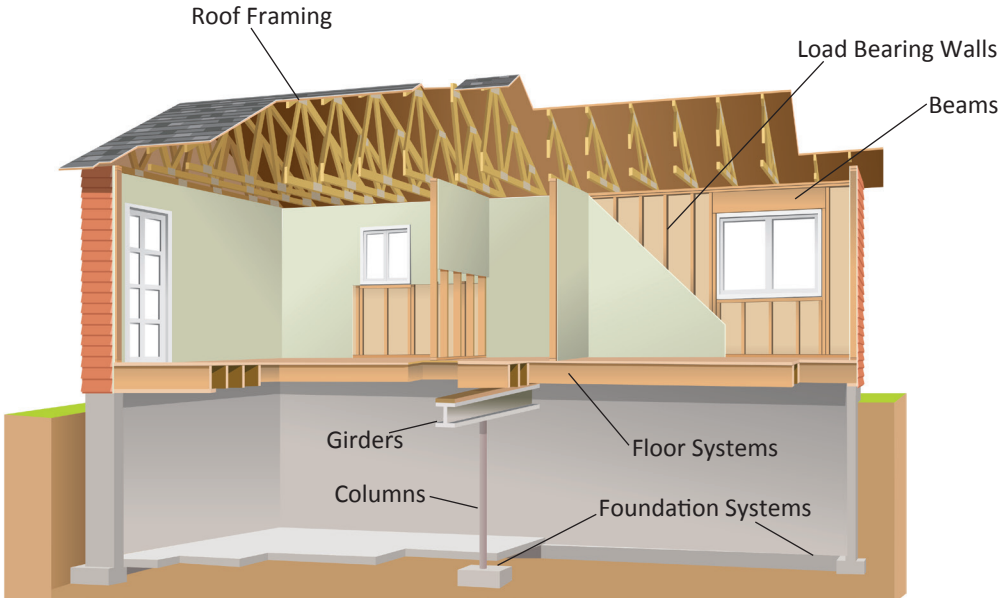


SYSTEMS
Examples of items typically covered under the two year systems warranty.

B. STRUCTURAL DEFECT WARRANTY. Your Builder/Seller is providing a Structural Defect warranty. This means that the Builder/Seller warrants that Your Home will be free from Structural Defects (as defined below) from the Effective Date of Warranty for a period of ten years therafter. Structural Defects due to Soil Movement are covered by this warranty.

Structural Defect is defined as actual physical damage to the designated load-bearing element of the Home caused by the failure of such load-bearing element which affects their load-bearing functions to the extent that Your Home becomes unsafe, unsanitary, or otherwise unlivable. This is coverage solely for catastrophic failure of load-bearing elements of Your Home. The designated load-bearing elements that are covered under the Structural Defect warranty are limited to:

1. Footings and Foundation systems;
2. Beams;
3. Girders;
4. Lintels;
5. Masonry Arches;
6. Columns;
7. Load-bearing walls and partitions;
8. Roof framing systems; and
9. Floor systems.



LOAD BEARING ELEMENTS
Examples of load bearing elements typically covered under the ten year structural warranty.

Homes With Original FHA/VA Financing – For Homes with original FHA/VA Financing load-bearing elements also include:

10. Roof sheathing.
11. For Homes in the State of Colorado: Basement slabs are also included as load-bearing elements for the first four (4) years of the Structural Defect warranty period.

The remaining elements of Your Home are not load-bearing elements under this Structural Defect warranty. A non-exclusive list of the non-load-bearing elements in Your Home not covered by this Structural Defect warranty are:

1. Non-load-bearing partitions and walls;
2. Wall tile or paper, etc.;
3. Drywall and plaster;
4. Flooring and sub-flooring material;
5. Stucco, brick and stone veneer;
6. Any type of exterior siding;
7. Roof shingles, roof tiles, sheathing, and tar paper;
8. Heating, cooling, ventilating, plumbing, electrical and mechanical systems;
9. Appliances, fixtures or items of equipment;
10. Doors, trim, cabinets, hardware, insulation, paint, stains; and
11. Basement, garage, and other interior floating ground-supported concrete slabs.

C. INDIANA RESIDENTS. If Your Home is located in the State of Indiana, Your Home will be free from Defects in materials and workmanship as defined in the Construction Performance Guidelines contained in Section X of this booklet for a period of two years from the Effective Date of Warranty, and the roof on Your Home will be free from Defects in faulty workmanship or defective materials for a period of four years from the Effective Date of Warranty. All other provisions of this warranty remain the same.

SECTION III. REPORTING A WARRANTY CLAIM.

A. WORKMANSHIP AND SYSTEMS DEFECTS.

If You believe Your Home has a Defect that is covered under Your Builder/Seller's Workmanship or Systems Warranty that occurred during the applicable term of the warranties, You must take the steps described in this Section III,C,1 and 111.D.1.

B. STRUCTURAL DEFECTS.

If You believe Your Home has a Structural Defect that is covered under Your Builder/Seller's Structural Warranty, You must take the steps described in Section III.D.2. Notice of Structural Defect must be made by the homeowner, except for Multi-Family Buildings, notice for each affected building must be made by the homeowners' association or its designated representative, along with a copy of the Certificate of Warranty Coverage for each Home in the building.

C. NOTICE TO YOUR BUILDER/SELLER.

1. Workmanship and Systems Defect(s) must be reported to the Builder/Seller as soon as possible but no later than fifteen (15) days after the expiration of the applicable term of the warranty. Send written notification to Your Builder/Seller listing completely the specific Defect(s) and the date the Defect(s) occurred. The Defect will not be covered under this warranty if the Notice is received more than fifteen (15) days after the expiration of the warranty term. These time limits are a material condition of this warranty. It is recommended (but not required) that Your letter be sent by certified mail, return receipt requested so You have a record of when Your letter was sent and received.

D. NOTICE TO 2-10 HBW.

1. WORKMANSHIP AND SYSTEMS DEFECTS MUST BE REPORTED TO 2-10 HBW AS SOON AS POSSIBLE BUT NO LATER THAN FIFTEEN (15) DAYS AFTER THE EXPIRATION OF THE APPLICABLE TERM OF THE WARRANTY.
If covered repairs for the Workmanship or Systems Defects are not completed by Your Builder/Seller within sixty (60) days of the date You sent Your letter or before the expiration of the warranty term (whichever date comes earlier), You must complete the following three steps:

a. Complete the appropriate Notice of Complaint form ("Notice"), which is found at the back of this booklet.
b. Mail or email a copy of the Notice to Your Builder/Seller.
c. Mail or email a copy of the Notice to 2-10 HBW, and include a copy of all correspondence with Your Builder/Seller regarding the Defect(s) in question to:

2-10 Home Buyers Warranty
Warranty Administration Department
13900 East Harvard Avenue
Aurora, CO 80014
Phone: 855.429.2109
Email: warrantyadministration@2-10.com

2. WHAT 2-10 HBW WILL DO. Once 2-10 HBW has received Your Notice of Defect, we will notify Your Builder/Seller of Your Defect(s). If You and Your Builder/Seller still cannot resolve Your differences even with 2-10 HBW's conciliation help, then You and Your Builder/Seller must arbitrate Your dispute under the arbitration agreement set forth in this booklet.

2-10 HBW will provide a form for You to request arbitration after You have completed the procedure described above. If 2-10 HBW determines that Your Builder/Seller cannot or will not participate in arbitration, or Your Builder/Seller refused to pay or perform an arbitration award in Your favor, 2-10 HBW will notify You of that fact.

You must then forward to 2-10 HBW at the address above, a one time $250 claim deductible (check payable to the Builder/Seller's Warranty Insurer stated on Your Certificate of Warranty Coverage). Upon receipt, 2-10 HBW will forward the check and Your file to the Builder/Seller's Warranty Insurer, and the Warranty Insurer will adjust the claim.

Homes With Original FHA/VA Financing – $250 deductible is collected after the claim is accepted and the amount of the loss is determined by the Warranty Insurer.

3. Structural Defect(s) must be reported to 2-10 HBW as soon as possible but no later than thirty (30) days after the expiration of the applicable term of the warranty. Notice means that You must complete the following two steps:

a. Complete the appropriate Notice of Claim Form for Structural Claims ("Notice"), which is found at the back of this booklet.
b. Send a copy of the Notice to 2-10 HBW, and include:
    1. A $250 claim investigation fee payable to the Warranty Insurer stated on the Certificate of Warranty Coverage; and
    2. A copy of all correspondence with Your Builder/Seller regarding the Structural Defect(s) in question to:

2-10 Home Buyers Warranty
Warranty Administration Department
13900 East Harvard Ave
Aurora, CO 80014
Phone: 855.429.2109
warrantyadministration@2-10.com

If your claim is accepted the $250 claim investigation fee will be refunded.

Homes With Original FHA/VA Financing – You do not have to send the $250 claim fee investigation fee with Your Notice of Claim form.

4. WHAT 2-10 HBW WILL DO. Upon receipt of the items identified in D.3 above, 2-10 HBW will forward the check and Your file to the Warranty Insurer, and the Warranty Insurer will adjust the claim.

E. MULTI-FAMILY BUILDINGS.

1. Coverage of the Common Elements begins on the date the Certificate of Occupancy was issued for the building containing Your unit, and Common Elements Structural Defects must be reported within the applicable warranty term for such defects. Claims pertaining to Common Elements must be filed by Your condominium association ("Association") or representative designated by the Association using one Notice of Claim form for each affected building. The Notice of Claim form must list each unit of the building and a Certificate of Warranty Coverage must be attached for each unit of the building. Under the ten year Structural Defect warranty coverage, the maximum claim investigation fee is $250 per unit in the building or $5,000 per building, whichever is less. If your claim is accepted the claim investigation fee will be refunded.

SECTION IV. THE OPTION TO REPAIR, REPLACE OR PAY FOR DEFECT AND/OR STRUCTURAL DEFECT.

A. PROVISIONS APPLICABLE TO DEFECT AND/OR STRUCTURAL DEFECT.

The Builder/Seller shall have the option to repair, replace or pay You the reasonable cost of repair of any Defect. The Warranty Insurer shall have the option to repair, replace or pay You the reasonable cost of repairing any Structural Defect. The design, method and manner of such repair shall be within the sole discretion of the Builder/Seller or Warranty Insurer, as applicable. After the repair, replacement or payment for the repair of any Defect or Structural Defect, You must:

1. Assign to the Builder/Seller or Warranty Insurer any rights You may have against any other person with respect to the Defect or Structural Defect. You must not do anything to prejudice these rights of subrogation.
2. Sign and deliver a full and unconditional release of the Builder/Seller and/or Warranty Insurer, in recordable form, of all legal obligations with respect to the warranted items and conditions arising from those items.

If an improvement, fixture or property not constructed by the Builder/Seller is damaged or requires removal during the repair of Your Home, it is Your sole responsibility, and not the responsibility of the Builder/Seller or Warranty Insurer, to pay for the cost of repair or removal of such improvement, fixture or property. No repair shall extend the term of this express limited warranty as to any Defect or Structural Defect, including without limitation, the Defect or Structural Defect that was the subject of the repair.

Homes With Original FHA/VA Financing – In the case of cash payments made by the Warranty Insurer, the Warranty Insurer is required to make payment to You and Your mortgagee. You must provide the name and address of Your mortgagee, the FHA/VA case number and the loan number (Your HUD settlement statement will have this information) when You file a claim with respect to a Home with a FHA/VA financed mortgage.

B. ADDITIONAL PROVISIONS APPLICABLE TO THE REPAIR OF STRUCTURAL DEFECT.

The repair of a Structural Defect is limited to:

1. The repair of damage to designated load-bearing elements of the Home which is necessary to restore their load-bearing ability;
2. The repair of designated non-load-bearing elements, items or systems of the Home, damaged by the Structural Defect, which make the Home unsafe, unsanitary, or otherwise unlivable (such as the repair of inoperable windows, doors and the restoration of functionality of damaged electrical, plumbing, heating, cooling, and ventilating systems); and
3. The repair and cosmetic correction of only those surfaces, finishes and coverings, original with the Home, damaged by the Structural Defect, or which require removal and replacement attendant to repair of the structural damage, or to repair other damage directly attributable to the Structural Defect.

Repairs of the Structural Defect are intended to restore the Home to approximately the condition just prior to the Structural Defect, but not necessarily to a like-new condition.

C. ACCESS TO YOUR HOME FOR INSPECTING AND MAKING REPAIRS.

In order to carry out the warranty responsibilities, the Builder/Seller or Warranty Insurer will require access to Your Home. If Your

Home is in a Multi-Family Building, You agree (after reasonable notice) to allow access to, or within Your Home during normal business hours so repairs may be made to any adjacent unit or Common Element. If emergency repairs are necessary and You cannot be reached within a reasonable time period, You waive such notice. If You do not provide access to Your Home during normal business hours to inspect, repair, or conduct tests on Your Home as may be required to evaluate or repair a Defect or Structural Defect, You are relieving the Builder/Seller and Warranty Insurer of all responsibility to make repairs, replace or pay for any Defect or Structural Defect under this warranty.

In addition to the right to inspect Your Home, the Builder/Seller or Warranty Insurer shall have the right, in advance of any arbitration concerning Your Home, to re-inspect Your Home if the request for arbitration is made more than sixty (60) days after the last claim decision concerning the claim that is the subject of the arbitration.

D. THE LIMITS OF YOUR WARRANTY.

Every time Your Builder/Seller and/or Warranty Insurer repairs, replaces, or pays You a reasonable cost of repair of any Defect or Structural Defect under this warranty, the amount of the cost incurred by Your Builder/Seller and Warranty Insurer is deducted from the Warranty Limit. When the Warranty Limit is exhausted, there is no longer warranty coverage for Your Home. A claim payment includes the cost to the Builder/Seller or Warranty Insurer of repairing a Defect or Structural Defect in Your Home covered under this warranty.

The Warranty Limit for Common Elements in a Multi-Family Building is equal to the sum of the unexpired Warranty Limits for all enrolled Homes in the building. In the event that all Homes in the Multi-Family Building were not enrolled, the Warranty Limit for Common Elements Defects or Common Elements Structural Defect coverage shall be reduced pro-rata based upon the ratio of the original sale price of the non-enrolled Homes compared to the total original sales price of all Homes in the Multi-Family Building. If the claim payment is for a Common Elements Defect or Common Elements Structural Defect, the Warranty Limit on each Home in the Multi-Family Building still covered by an unexpired warranty shall be reduced pro-rata in the proportion which the Common Elements claim payment bears to the total original sales price of all enrolled Homes. Coverage for Your Builder/Seller's express limited warranty shall be excess of any other valid and collectible insurance available to You or Your Builder/Seller, whether primary, pro-rata or excess, and whether or not collected.

E. EMERGENCY REPAIRS.

An emergency means a substantial risk of serious physical damage to the Home or a substantial risk of serious bodily injury to its occupants if a Defect or Structural Defect is not immediately repaired. If You have an emergency involving a Defect or a Structural Defect, You must contact Your Builder/Seller, 2-10 HBW or Warranty Insurer immediately, for the purpose of making emergency repairs or authorizing You to make emergency repairs. If You are unable to contact these parties, You must then (1) make minimal repairs necessary to avoid the emergency until authorization for more extensive repairs have been approved by Your Builder/Seller, (2) take any action reasonably necessary to limit additional damage, and (3) report the emergency to the Builder/Seller and 2-10 HBW on the next business day.

Except for authorized emergency repairs, do not repair or attempt to repair a claimed Defect or Structural Defect before the Builder/Seller and the Warranty Insurer have had an opportunity to inspect the Defect or Structural Defect. Any attempt to repair a claimed Defect or Structural Defect, other than an authorized emergency repair, will make it impossible to assess whether the Defect or Structural Defect was covered by this warranty, whether the repair was correct, cost-effective, necessary, and effective, or whether the problem could be resolved in another way. Unless an emergency Defect or Structural Defect repair is authorized, the Builder/Seller and/or the Warranty Insurer will have no responsibility to reimburse any costs due to repair, replacement, and expenses, including engineering and attorney's fees.

SECTION V. THE EFFECT OF THIS WARRANTY ON YOUR LEGAL RIGHTS.

To the fullest extent permissible by the applicable law You have accepted this express limited warranty provided in this booklet as your sole and exclusive warranty for Defects and Structural Defects. All other implied warranties, including, but not limited to, oral or written statements or representations made by Your Builder/Seller or any implied warranty of habitability, merchantability or fitness, are disclaimed by Your Builder/Seller and waived by You to the extent possible under the laws of Your state. You may have other remedies as provided under the law of the state where the Home is located.

*California: The protection provided under this warranty is not in limitation of, but is in addition to any other rights provided to You under California law.
*Kansas: You have not waived the implied warranties and the warranty is not Your exclusive remedy. You may have other remedies as provided to You under Kansas law.
*Florida: Units located in Multi-Family Buildings may have additional statutory protection under Florida law.
*Oregon: Units located in Multi-Family Buildings may have additional statutory protection under Oregon law.

SECTION VI. ARBITRATION OF DISPUTES.*

To expedite the resolution of any and all claims, disputes and controversies involving You, the Builder/Seller, 2-10 HBW, and/or the Warranty Insurer arising out of or otherwise relating to this Warranty or the 2-10 HBW Program shall be settled by binding arbitration pursuant to this self-executing arbitration agreement. Agreeing to arbitration means You are waiving Your right to a jury trial, class action or consolidation. Any party shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing this arbitration agreement. The decision of the arbitrator shall be final and binding and will, if necessary, be entered as a judgment in any State or Federal court of competent jurisdiction.

A. SELECTING AN ARBITRATION SERVICE.

The arbitration shall be conducted by DeMars & Associates, Ltd. ("DeMars") or Construction Dispute Resolution Services, LLC ("CDRS"). The choice of DeMars or CDRC shall be Yours, or if You are not involved, the party who initiates the arbitration. The arbitrating parties, by mutual agreement, may select an arbitration service other than DeMars or CDRC.

The arbitration shall be conducted in accordance with the arbitration rules in effect with the selected arbitration service. If the state where the Home or Multi-Family Building is located has a statute which mandates that arbitrators provide certain disclosures relating to their partiality and/or biases, the selected arbitrator shall be obliged to provide such disclosures and may be disqualified and replaced pursuant to the procedure set forth in the applicable state's statute relating to disqualifying potentially biased arbitrators. The disqualification of an arbitrator will not relieve any party bound by this arbitration agreement of the obligation to arbitrate all disputes. Following any disqualification of an arbitrator, the parties will arbitrate before a replacement arbitrator.

No arbitration arising out of or otherwise relating to this Warranty or the 2-10 HBW Program shall involve more than one Home or more than one Multi-Family Building. The arbitrator shall prepare a written arbitration award which sets forth his or her factual findings and the reasons on which his or her decision is based.

B. DISPUTES CONCERNING THE APPLICATION OF THIS ARBITRATION AGREEMENT.

The Federal Arbitration Act (9 U.S.C. § 1 et seq., ("FAA")) shall govern the meaning and enforceability of this arbitration agreement to the exclusion of any state law relating to the meaning or enforceability of arbitration clauses or agreements. Any disputes concerning the interpretation or enforceability of this arbitration agreement, including without limitation, its revocability or voidability for any cause, the scope of arbitrable issues, and any defense based upon waiver, estoppel or laches, shall be decided by the parties' appointed arbitrator.

C. COST OF ARBITRATION.

All administrative fees of the arbitration service and fees of the arbitrator shall be equally allocated among the arbitrating parties, subject to the discretion of the arbitrator to reallocate such fees as warranted under the substantive law governing the parties' controversy.

D. AUTHORITY OF ARBITRATOR.

The arbitrator shall not have the power to commit errors of law or legal reasoning. Thus, with regard to the tort, contract, statutory, or equitable dispute arising out of or otherwise relating to this Warranty or the 2-10 HBW program, the arbitrator shall render an award in accordance with the substantive law governing the claims, disputes and/or controversies being prosecuted by the claimant. Specifically, the arbitrator is authorized to award all relief that would otherwise be available in a judicial forum to the claimant or respondent if the parties' controversy were litigated in court rather than in an arbitral proceeding.

E. FOR WARRANTIES ISSUED IN CALIFORNIA AND NEVADA.

If Your Home or Multi-Family Building is located within the State of California or within the State of Nevada, the following additional provisions shall be operative:

The FAA shall govern the enforceability of this arbitration agreement, to the exclusion of any state law (statutory or judicial). If Your Home or Multi-Family Building is in California, Arbitration shall not, under any circumstances, be stayed or denied enforcement based on any of the grounds recognized for staying or denying arbitration under California Code of Civil Procedure § 1281.2(c).

With respect to the finality of any resulting arbitration award, and with respect to the procedural and substantive laws relating to the process of modifying, confirming, or vacating an arbitration award issued in connection with the subject arbitration agreement: if Your Home or Multi-Family Building is in California, then California law as opposed to the FAA shall be the governing law, and if Your Home or Multi-Family Building is in Nevada, then Nevada law as opposed to the FAA shall be the governing law. Specifically, it is the intention of the parties to have any arbitration award subject to judicial review, as was recognized in Cable Connection, Inc. v. DIRECTV, Inc. (2008) 44 Cal.4th 1334. Thus, the arbitrator shall prepare in writing and provide to the parties an award which includes factual findings and the reasons on which his or her decision is based. The court shall have the power to review (a) whether the findings of fact rendered by the arbitrator are supported by substantial evidence and (b) whether, as a matter of law based on such findings of fact, the award should be confirmed, corrected or vacated. Upon the court's determination that the arbitrator's findings

are supported by substantial evidence and that his or her disposition of the parties' controversy is in accordance with the relevant substantive law, judgment shall be entered in favor of the relevant party consistent with the award.

***Homes With Original FHA/VA Financing –** If You are the original owner of Your Home and Your Home has original FHA/VA financing still in effect, in lieu of any right to have a claim resolved in a judicial proceeding, You may, at Your election, submit to arbitration all claims, disputes and controversies by or between You, the Builder/Seller, the Warranty Insurer and/or 2-10 HBW, arising from or related to the Warranty or 2-10 HBW program. In addition, 2-10 HBW and/or the Warranty Insurer will offer pre-arbitration conciliation at no cost to You. The provisions of this section shall only apply if You are the original owner of the Home and Your Home has original FHA/VA financing still in effect.

SECTION VII. YOUR RESPONSIBILITIES UNDER THIS EXPRESS LIMITED WARRANTY.

You are responsible for proper maintenance of Your Home including maintaining Builder/Seller-set grades around the Home, planting trees and shrubs at the proper distance from the Home, and conforming to generally accepted landscape practices for Your region. Your Builder/Seller is not responsible for problems that arise if You do not meet these responsibilities.

All new homes are constructed of dissimilar materials which have different rates of expansion and contraction due to changes in temperature or humidity. Your Home will go through a period of settlement and movement, and may experience some minor material shrinkage, cracking and other events which are normal and customary.

Examples include small cracks in drywall and paint; and separation where dissimilar materials meet each other — for example, where moldings meet sheetrock, or where tile grout meets a sink. In most cases, paint and caulking is all that is necessary to conceal these types of blemishes that result from the natural expansion and contraction of construction material. Because these events are normal and customary, they are not a Defect or Structural Defect that are covered by this express limited warranty.

SECTION VIII. EXCLUSIONS.

This warranty does not provide coverage for any of the following items which are specifically excluded.

1. Damage to land and other real property that was not part of Your Home, or any property that was not included in the purchase price stated on the Certificate of Warranty Coverage.
2. Damage to Defects in driveways, boundary walls, retaining walls and bulkheads (except where boundary walls, retaining walls and bulkheads are necessary for the structural stability of the Home), decks, and porches, detached carports, or any other appurtenant structure or attachment to the dwelling, fences, landscaping (including sod, seeding, shrubs, trees, plantings, and lawn irrigation systems), swimming pools, tennis courts, outbuildings, and other exterior recreational facilities, or other additions or improvements not a part of Your Home.
3. Loss or damage which arises while Your Home is being used primarily for nonresidential purposes.
4. Changes in the level of underground water table which were not reasonably foreseeable at the time of construction of Your Home.
5. Failure of Your Builder/Seller to complete construction, or construction which is noncompliant with plans and specifications, violations of local or national building codes, ordinances or standards.
6. Any condition which has not resulted in actual physical damage to Your Home.
7. Any loss or damage that is caused or made worse by any of the following causes, whether acting alone or in sequence or concurrence with any other cause or causes whatsoever, including without limitation:
    a. Negligence, improper maintenance, defective material or work supplied by, or improper operation by, anyone other than Your Builder/Seller or its employees, agents or subcontractors, including failure to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;
    b. Your failure to give prompt and proper notice to 2-10 HBW and Your Builder/Seller of any Defect or Structural Defect;
    c. Change of the grading of the ground that does not comply with accepted grading practices, or failure to maintain the original grade;
    d. Riot or civil commotion, war, terrorism, vandalism, hurricane, tornado or other windstorm, fire, explosion, blasting, smoke, water escape, tidal wave, flood, hail, snow, ice storm, lightning, falling trees or other objects, aircraft, vehicles, mudslide, landslide, avalanche, earthquake, volcanic eruption, mine shaft, sinkholes or geological phenomena involving subsurface slope instability;
    e. Abuse or use of Your Home, or any part thereof, beyond the reasonable capacity of such part for such use;
    f. Microorganisms, fungus, decay, wet rot, dry rot, soft rot, rotting of any kind, mold, mildew, vermin, termites, insects, rodents, birds, wild or domestic animals, plants, corrosion, rust, radon, radiation, chemical reaction, formaldehyde, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant or carcinogenic substance, whether organic or inorganic, and electromagnetic field or emission, including any claim of health risk or uninhabitability based on any of the foregoing*; or
    g. Your failure to minimize or mitigate any defect, condition, loss or damage as soon as it is practical.
8. Any loss or damage caused by buried debris, underground springs, sinkholes, mineshafts or other anomalies which were not reasonably foreseeable in a building site You provided.

9. Loss caused, in whole or in part, by any peril or occurrence for which compensation is provided by state legislation or public funds.
10. Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair, or any other costs due to loss of use, inconvenience, or annoyance.
11. Diminished market value of Your Home**.
12. Any and all consequential loss or damage, including without limitation, any damage to property not covered by this warranty, any damage to personal property, any damage to property which You do not own, any bodily injury or personal injury of any kind, including physical or mental pain and suffering and emotional distress, and any medical or hospital expenses, or lost profits.
13. Any and all exclusions set forth in Section X (Construction Performance Guidelines).
14. Any Defect or Structural Defect first occurring after the applicable term of the warranty expires.
15. Defects or Structural Defects that first occur or You knew about prior to the Effective Date of Warranty such as "walk-through" or "punch list" items.

*__Homes With Original FHA/VA Financing__ – If You are the original owner and Your Home has original FHA/VA financing still in effect, termite damage shall be covered for one year from the Effective Date of Warranty.

**__Homes With Original FHA/VA Financing__ – If You are the original owner and Your Home has original FHA/VA financing still in effect. Diminished market value of the Your Home is not excluded.

SECTION IX. MANUFACTURERS AND OTHER SIMILAR WARRANTIES.

Your warranty does not apply to appliances and manufactured items of equipment including, but not limited to, heating, ventilation, and mechanical equipment (except as specifically defined in the Construction Performance Guidelines) or any other item which is covered by a manufacturer's warranty, nor does it cover deficiency in any systems that are caused by failure of any such appliance or manufactured item. Your Builder/Seller assigns to You all rights under manufacturers' warranties on appliances and items of equipment included in Your Home.

SECTION X. CONSTRUCTION PERFORMANCE GUIDELINES.

A. WORKMANSHIP AND SYSTEMS.

The following Construction Performance Guidelines apply only to the one year workmanship and two year systems warranty. The Construction Performance Guidelines are standards that Your Builder/Seller's construction should meet. Noncompliance with these construction guidelines calls for corrective action by Your Builder/Seller. Builder/Seller will endeavor to match and replace with Your original choice of colors and materials, except where You custom-ordered the items. Builder/Seller cannot be responsible for discontinued items, changes in dye lots, colors or patterns, or items ordered outside of the original construction, or normal wear and deterioration.

It is virtually impossible to develop Construction Performance Guidelines for each possible deficiency. Therefore, the construction industry and 2-10 HBW have attempted to identify the most common actual physical damage deficiencies that occur and also who has responsibility for the guideline, Your Builder/Seller, or You. Where a specific Construction Performance Guideline has not been specified, the guidelines found in the publication Residential Construction Performance Guidelines 5th Edition-Contractor Reference, National Association of Home Builders (NAHB), will apply. Copies of this publication may be special ordered through most book retailers, or purchased directly from the NAHB bookstore by calling 1.800.223.2665. The NAHB bookstore may also be reached online at BuilderBooks.com. If an item is not covered in that publication, locally accepted trade practices of the construction industry will be used.

B. MEASUREMENTS.

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

Dime = approximately 1/32 inch
Quarter = approximately 1/16 inch

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

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ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

DEFICIENCY	CONSTRUCTION PERFORMANCE GUIDELINES	BUILDER/SELLER RESPONSIBILITY	EXCLUSION
1. Site Work			
1.1 Grading			
Settling of ground around foundation, utility trenches or other areas on the property where excavation and backfill have taken place that affect drainage away from Home.	Settling of ground around foundation walls, utility trenches or other filled areas that exceeds a maximum of 6-inches from finished grade established by Builder/Seller.	If Builder/Seller has provided final grading, Builder/Seller shall fill settled areas affecting proper drainage, one time only, during the first year warranty term. You are responsible for removal and replacement of shrubs and other landscaping affected by placement of the fill.	
1.2 Drainage			
Improper surface drainage.	Necessary grades and swales shall be established to provide proper drainage away from the Home. Site drainage, under the limited warranty, is limited to grades and swales within 10-feet of the foundation of the Home. Standing or ponding water shall not remain in these areas for a period longer than 24-hours after a rain, except in swales that drain from adjoining properties or where a sump pump discharges. In these areas an extended period of 48-hours is to be allowed for water to dissipate. The possibility of standing water after an unusually heavy rainfall should be anticipated and is not to be considered a deficiency. No grading determination is to be made while there is frost or snow or when the ground is saturated.	Builder/Seller is only responsible for initially establishing the proper grades, swales and drainage away from Home. You are responsible for maintaining such grades and swales once constructed by the Builder/Seller. Builder/Seller is not responsible for drainage deficiencies attributable to grading requirements imposed by state, county, or local governing agencies.	Standing or ponding water outside of defined swales and beyond 10-feet from the foundation of the Home, or that is within 10-feet but is caused by unusual grade conditions, or retention of tree areas, is not considered a deficiency. Standing or ponding water caused by changes in the grade or placement of sod, fencing, or any other obstructions by You are excluded from limited warranty coverage.
Soil Erosion.	NONE. NO COVERAGE.	NONE. Builder/Seller is not responsible for soil erosion due to acts of God, weather conditions, property alterations by the homeowner, construction on adjacent properties, utility company's work or other conditions beyond the Builder/Seller's control.	Soil erosion and runoff caused by failure of You to maintain the properly established grades, drainage structures and swales; stabilized soil, sodded, seeded and landscaped areas; are excluded from limited warranty coverage.
Grassed or landscaped areas, which are disturbed or damaged due to work performed by Builder/Seller on the property in correcting a deficiency.	Landscaped areas that are disturbed during repair work are deficiencies.	Restore grades, seed and landscape to meet original condition. Builder/Seller is not responsible for grassed or landscaped areas which are damaged by others, including any work performed by public or private utility companies.	Replacement of trees and large bushes that existed at the time Home was constructed or those added by You after occupancy or those that subsequently die are excluded from limited warranty coverage.

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

DEFICIENCY	CONSTRUCTION PERFORMANCE GUIDELINES	BUILDER/SELLER RESPONSIBILITY	EXCLUSION
2. Foundation and Concrete			
2.1 Cast-In Place Concrete			
Basement or foundation wall cracks, other than expansion or control joints.	Concrete cracks greater than 1/4-inch in width, or which allow exterior water to leak into basement, are deficiencies.	Repair non-structural cracks by surface patching. These repairs should be made toward the end of the first year of limited warranty coverage to permit normal stabilizing of the Home by settling.	Shrinkage cracks are not unusual and are inherent in the concrete curing process.
Cracking of basement floor.	Minor cracks in concrete basement floors are common. Cracks exceeding 1/4-inch in width or 3/16-inch in vertical displacement are deficiencies.	Repair cracks exceeding maximum tolerance by surface patching or other methods, as required.	
Cracking of attached garage floor slab.	Cracks in concrete garage floor greater than 3/16-inch in width or 3/16-inch in vertical displacement are deficiencies.	Builder/Seller shall repair excessive cracks in the slab by filling, chipping out and surface patching, or other suitable method to meet the Construction Performance Guideline. Repaired area may not match the existing floor in color and texture.	Builder/Seller is not responsible for failure to match existing floor in color and texture, due to the nature of the material.
Settlement, heave, or separation of garage floor slab.	Concrete garage floor should not settle, heave, or separate in excess of 1-inch from the structure.	Builder/Seller will make a reasonable and cost effective effort to meet the Construction Performance Guideline.	
Cracks in concrete slab-on-grade floors, with finish flooring.	Cracks that rupture or significantly impair the appearance or performance of the finish flooring material are deficiencies.	Repair cracks as required so as not to be apparent when the finish flooring material is in place. Repair or replace finish flooring.	
Uneven concrete floor slabs.	Except for basement floors or where a floor or a portion of floor has been designed for specific drainage purposes, concrete floors in rooms finished for habitability by Builder/Seller shall not have pits, depressions or area or unevenness exceeding 3/8-inch in 32-inches.	Repair/replace to meet the Construction Performance Guidelines. Where applicable, surface patching is an accepted method of repair. Reinstall or replace any finish flooring material as necessary.	
Interior concrete work is pitting, scaling, or spalling.	Interior concrete surfaces that disintegrate to the extent that aggregate is exposed and loosened under normal conditions of use are deficiencies.	Builder/Seller shall take whatever corrective action is necessary to repair or replace defective concrete surfaces.	Builder/Seller is not responsible for deterioration caused by salt, chemicals, mechanical implements, or other factors beyond the Builder/Seller's control.
Efflorescence is present on surface of basement floor.	NONE. NO COVERAGE.	NONE. This is a normal condition.	

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

DEFICIENCY	CONSTRUCTION PERFORMANCE GUIDELINES	BUILDER/SELLER RESPONSIBILITY	EXCLUSION
Separation of brick or masonry edging from concrete slab or step.	It is common for the joint to crack between concrete and masonry due to the dissimilarity of the materials. Cracks in excess of 1/4-inch are a deficiency.	Grout crack fully and reset loose masonry where required. Replacement of masonry material, if required, shall match the existing as closely as possible.	
Settling, heaving, or separation of stoops and steps.	Stoops and steps that have settled, heaved, or separated in excess of 1-inch from Home are a deficiency.	Builder/Seller will make a reasonable and cost effective effort to meet the Construction Performance Guideline.	
2.2 Construction and Control Joints			
Separation or movement of concrete slabs within the structure at construction and control joints.	NONE. NO COVERAGE.	NONE.	Concrete slabs are designed to move at construction and control joints. Control joints are placed in concrete for the purpose of encouraging cracking to take place at the joints instead of random locations.
3. Masonry			
3.1 Unit Masonry (Brick, Block and Stone)			
Cracks in masonry, brick, or stone veneer.	Small hairline cracks resulting from shrinkage are common in mortar joints of masonry construction. Cracks greater than 1/4-inch in width or are visible from a distance in excess of 20-feet are deficiencies.	Builder/Seller will repair cracks that exceed 1/4-inch by tuck pointing and patching. These repairs should be made toward the end of the first year of limited warranty coverage to permit Home to stabilize and normal settlement to occur. Builder/Seller is not responsible for color variations between existing and new mortar.	
Cracks in concrete block basement walls.	Small shrinkage cracks that do not affect the structural ability of masonry foundation walls are not unusual. Cracks 1/4-inch or greater in width are deficiencies.	Builder/Seller shall investigate to determine cause. Builder/Seller shall take the necessary steps to remove the cause and make repairs by pointing and patching, reinforcement or replacement of the defective courses.	
Concrete block basement wall is bowed.	Block concrete walls shall not bow in excess of 1-inch in 8-feet when measured from the base to the top of the wall.	Builder/Seller shall repair basement walls that are bowed in excess of 1-inch in 8-feet.	
3.2 Stucco & Cement Plaster			
Cracking or spalling of stucco and cement plaster.	Hairline cracks in stucco or cement plaster are common especially if applied directly to masonry back-up. Cracks greater than 1/8-inch in width or spalling of the finish surfaces are deficiencies.	Scrape out cracks and spalled areas, one time only during the first year warranty term. Fill with cement plaster or stucco to match finish and color as close as possible.	Builder/Seller is not responsible for failure to match color or texture, due to nature of material.

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

DEFICIENCY	CONSTRUCTION PERFORMANCE GUIDELINES	BUILDER/SELLER RESPONSIBILITY	EXCLUSION
Separation of coating from base on exterior stucco wall.	The coating shall not separate from the base on an exterior stucco wall.	Builder/Seller shall repair areas where the coating has separated from the base.	Builder/Seller is not responsible for failure to match color or texture due to the nature of the material.

4. Carpentry and Framing

4.1 Plywood and Joists

Wood subfloor squeaks or seems loose.	Loud and objectionable squeaks caused by improper installation or loose subfloor are deficiencies, but a totally squeakproof floor cannot be guaranteed.	Builder/Seller will refasten any loose subfloor or take other corrective action to reduce squeaking to the extent possible within reasonable repair capability without removing floor and ceiling finishes.	Floor squeaks may occur when a subfloor that has come loose from the joists is deflected by the weight of a person and rubs against the nails that hold it in place. Squeaks may also occur when one joist is deflected while the other members remain stationary. Because the Construction Performance Guidelines requires the Builder/ Seller to make a reasonable attempt to eliminate squeaks without requiring removal of floor and ceiling finishes, nailing loose subflooring with casing nails into the carpet surface and countersinking the head is an acceptable practice.
Uneven wood framed floors.	Wood floors shall not have more than a 1/4-inch ridge or depression within any 32-inch measurement.	Correct or repair to meet the Construction Performance Guidelines.	
Bowed stud walls or ceilings.	All interior and exterior frame walls or ceilings have slight variations on the finish surfaces. Walls or ceilings that are bowed more than 1/2-inch within a 32-inch horizontal measurement; or 1/2-inch within any 8-foot vertical measurement, are deficiencies.	Exterior and interior frame walls or ceilings bowed in excess of the allowable standard shall be corrected to meet the allowances of the Construction Performance Guidelines.	
Wood frame walls out of plumb.	Wood frame walls that are more than 3/8-inch out of plumb for any 32-inch vertical measurement are a deficiency.	Make necessary repairs to meet the Construction Performance Guidelines.	
Wood beam or post is split.	Beams or posts, especially those 2 1/2-inches or greater in thickness, will sometimes split as they dry subsequent to construction. Splits exceeding 3/8-inch in width and more than 4-inches in length are deficiencies.	Builder/Seller shall repair or replace as required. Filling splits is acceptable to have structural members meet the guideline.	Some characteristics of drying wood are beyond the control of the builder and cannot be prevented.

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

DEFICIENCY	CONSTRUCTION PERFORMANCE GUIDELINES	BUILDER/SELLER RESPONSIBILITY	EXCLUSION
Exterior sheathing and subflooring which delaminates or swells	Sheathing and subflooring delaminating or swelling on the side that the finish material has been applied is a deficiency.	Builder/Seller shall repair or replace subflooring or sheathing as required. Replacement of the finish materials, when necessary, shall be done to match the existing finish as closely as possible.	
Wood floor is out of square.	The diagonal of a triangle with sides of 12-feet and 16-feet along the edges of the floor shall be 20-feet plus or minus 1/2-inch.	Builder/Seller shall make necessary modifications to any floor not complying with the Construction Performance Guidelines.	
4.2 Finish Carpentry			
Unsatisfactory quality of finished exterior trim and workmanship.	Joints between exterior trim elements and siding or masonry, which are in excess of 1/4-inch, are deficiencies. In all cases, the exterior trim abutting masonry siding shall be capable of performing its function to exclude the elements.	Repair open joints and touch up finish coating where required to match existing as closely as possible. Caulk open joints between dissimilar materials.	
Unsatisfactory quality of finished interior trim and workmanship.	Joints between moldings and adjacent surfaces that exceed 1/8-inch in width are deficiencies.	Repair defective joints and touch up finish coating where required to match as closely as possible. Caulking is acceptable.	
Interior trim is split.	Splits, cracks, and checking greater than 1/8-inch in width are deficiencies.	Builder/Seller will repair the affected area to meet the Construction Performance Guideline, one time only within the first year of limited warranty coverage. Refinished or replaced areas may not match surrounding surfaces exactly.	
Hammer marks visible on interior trim.	Hammer marks on interior trim shall not be readily visible from a distance of 6-feet under normal lighting conditions.	Builder/Seller shall fill hammer marks and refinish or replace affected trim to meet the Construction Performance Guidelines. Refinished or replaced areas may not match surrounding areas exactly.	
Exposed nail heads in woodwork.	Setting nails and filling nail holes are considered part of painting and finishing. After painting or finishing, nails and nail holes shall not be readily visible from a distance of 6-feet under normal lighting conditions.	Fill nail holes where required and if necessary, touch up paint, stain, or varnish to match as closely as possible.	Nail holes do not have to be filled where the surface finish is not conducive or so designed to have nail holes filled because of the product. Nail holes in base and trim in unfinished rooms or closets do not have to be filled.

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

DEFICIENCY	CONSTRUCTION PERFORMANCE GUIDELINES	BUILDER/SELLER RESPONSIBILITY	EXCLUSION
5. Thermal and Moisture Protection			
5.1 Waterproofing			
Leaks in basement or in foundation/crawl space.	Leaks resulting in actual trickling of water through the walls or seeping through the floor are deficiencies.	Take such action as is necessary to correct basement and crawl space leaks, except where the cause is determined to be the result of Your negligence. Where a sump pit has been installed by Builder/Seller in the affected area but the sump pump was not contracted for or installed by Builder/Seller, no action is required until a properly sized pump is installed by You in an attempt to correct the condition. Should the condition continue to exist, then Builder/Seller shall take necessary action to correct the problem.	Leaks caused by landscaping improperly installed by You or failure by You to maintain proper grades are excluded from limited warranty coverage. Dampness in basement and foundation walls or in concrete basement and crawl space floors is often common to new construction and is not a deficiency.
5.2 Insulation			
Insufficient insulation.	Insulation that is not installed around all habitable areas in accordance with established local industry standards is a deficiency.	Builder/Seller shall install insulation of sufficient thickness and characteristics to meet the local industry standards. In the case of dispute, cost for investigating the sufficiency of insulation and restoring areas to prior condition is to be borne by You if it is found that the standard has been met by Builder/Seller.	
Sound transmission between rooms, floor levels, adjoining condominium units in a building, or from the street into Home.	NONE. NO COVERAGE.	NONE. NO COVERAGE.	NO COVERAGE is provided for soundproofing.
5.3 Ventilation and Noise Control			
Water accumulates in a vented crawl space.	Crawl spaces should be graded and proper exterior foundation drains installed as required by the prevailing building codes to prevent water from accumulating.	Builder/Seller shall take corrective measures to meet the Construction Performance Guideline.	Builder/Seller is not responsible for water accumulation caused by failure by You to maintain the properly established grades, drainage structures, and swales.
Condensation is evident on the vented crawl space surfaces.	Builder/Seller will install the ventilation and vapor barrier required by the prevailing building code.	Builder/Seller shall take correction actions to meet the Construction Performance Guideline. If the crawl space is ventilated as required by applicable building codes, then no corrective action is required by the Builder/Seller.	Builder/Seller is not responsible for temporary conditions that cause condensation that cannot be eliminated by ventilation and a vapor barrier. Sealed and conditioned crawl spaces do not require ventilation and are not deficiencies.

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

DEFICIENCY	CONSTRUCTION PERFORMANCE GUIDELINES	BUILDER/SELLER RESPONSIBILITY	EXCLUSION
Inadequate ventilation or moisture control in attics or roofs.	Attics or roofs shall have adequate ventilation to remove moisture, or other approved method of moisture control. Ventilation or other moisture control methods shall be considered inadequate if there is damage to supporting members or insulation due to moisture accumulation.	Builder/Seller shall investigate to determine cause, and make necessary repairs. Corrective action may include the installation of properly sized louvers, vents, vapor retarder, or other locally approved method of moisture control.	You are responsible for keeping existing vents unobstructed. Locally approved and properly constructed "hot roof" or other alternative roof designs may not require ventilation, and where there is no evidence of moisture damage to supporting members or insulation, are not deficiencies.
Attic vents or louvers leak.	Attic vents and louvers shall not leak.	Builder/Seller shall repair or replace the roof vents as necessary to meet the Construction Performance Guidelines.	Infiltration of wind-driven rain and snow are not considered leaks and are beyond the control of the Builder/Seller.
Bath or kitchen exhaust fans improperly vented into attic.	Bath or kitchen exhaust fans that are vented into attics causing moisture to accumulate resulting in damage to supporting members or insulation, are deficiencies.	Builder/Seller shall vent exhaust fans to the outside to correct deficiencies.	
5.4 Sealants			
Water or air leaks in exterior walls due to inadequate caulking.	Joints and cracks in exterior wall surfaces and around openings that are not properly caulked to exclude the entry of water or excessive drafts are a deficiency.	Repair and/or caulk joints in exterior wall surfaces as required to correct deficiency one time only during the first year of limited warranty coverage.	You must maintain caulking once the condition is corrected.
5.5 Exterior Siding			
Delamination or splitting of exterior siding.	Exterior siding that delaminates or splits wider than 1/8-inch and longer than 1-inch are deficiencies.	Repair/replace only the damaged siding. Siding to match the original as closely as possible, however, You should be aware that the new finish may not exactly match the original surface texture or color.	Delaminated or split siding due to Your actions or neglect, such as delamination caused by sprinkler system repeatedly wetting siding, is not a deficiency.
Loose or fallen siding.	All siding that is not installed properly, which causes same to come loose or fall off, is a deficiency.	Reinstall or replace siding and make it secure.	Loose or fallen siding due to Your actions or neglect, such as leaning heavy objects against siding, impact, or sprinkler systems repeatedly wetting siding, is not a deficiency.
Siding is bowed.	Bows exceeding 1/2-inch in 32-inches are deficiencies.	Builder/Seller will repair bowed siding to meet standard. If replacement of siding is required, Builder/Seller will match original material as closely as possible. You should be aware that the new finish may not exactly match the original surface texture or color.	Bowed siding due to Your actions or neglect, such as bowing caused by sprinkler system repeatedly wetting siding, is not a deficiency.

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

DEFICIENCY	CONSTRUCTION PERFORMANCE GUIDELINES	BUILDER/SELLER RESPONSIBILITY	EXCLUSION
Nails have stained siding.	Nail stains exceeding 1/2-inch in length and visible from a distance of 20-feet are deficiencies.	Builder/Seller shall correct by either removing stains, painting, or staining the affected area. Builder/Seller shall match color and finish as closely as possible. Where paint or stain touch up affects the majority of the wall surface, the whole area shall be refinished.	"Natural weathering" or semitransparent stains are excluded from coverage.
5.6 Roofing			
Roof shingles have blown off.	Shingles shall not blow off in winds less than the manufacturer's standards or specifications.	Builder/Seller shall replace shingles that blow off in winds less than the manufacturer's standards or specifications only if improper installation is shown to be the cause.	Shingles that blow off in winds less than the manufacturer's standards or specifications due to a manufacturing defect in the shingles are the manufacturer's responsibility. Shingles that blow off in hurricanes, tornadoes, hailstorms, or winds, including gusts greater than 60 miles per hour, are not deficiencies. You should consult shingle manufacturer's warranty for specifications, standards, and manufacturer's warranty responsibility if shingles blow off in higher wind speeds.
Defective shingles.	NONE. NO COVERAGE.	NONE.	Manufacturing defects in shingles are not covered under the limited warranty. You should consult shingle manufacturer's warranty for specifications, standards, and manufacturer's warranty responsibility.
Standing water on built-up roofs.	Water shall drain from a flat or low pitched roof within 24-hours of a rainfall.	Builder/Seller will take corrective action to assure proper drainage of the roof.	Minor ponding or standing of water is not considered a deficiency.
5.7 Sheet Metal			
Gutters and downspouts leak.	Gutters and downspouts that leak are deficiencies.	Repair leaks in gutters and downspouts.	
Water remains in gutters after a rain.	Small amounts of water may remain in some sections of gutter for a short time after a rain. Standing water in gutters shall not exceed 1/2-inch in depth.	Builder/Seller will repair gutters to assure proper drainage.	You are responsible for keeping gutters and downspouts free from debris that would obstruct drainage.

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

DEFICIENCY	CONSTRUCTION PERFORMANCE GUIDELINES	BUILDER/SELLER RESPONSIBILITY	EXCLUSION
6. Doors and Windows			
6.1 Doors: Interior and Exterior			
Warpage of interior or exterior doors.	Interior and exterior doors that warp so as to prevent normal closing and fit are deficiencies. The maximum allowable warpage of an interior door is 1/4-inch when measured from corner to corner.	Repair or replace as may be required. New doors to be refinished to match the original as closely as possible.	
Door binds against jamb or head of frame or does not lock.	Passage doors that do not open and close freely without binding against the doorframe are deficiencies. Lock bolt is to fit the keeper to maintain a closed position.	Adjust door and keeper to operate freely.	Wood doors may stick during occasional periods of high humidity.
Door panels shrink and expose bare wood.	NONE.	NONE.	Door panels will shrink due to the nature of the material, exposing bare wood at the edges and are not deficiencies.
Door panels split.	Door panels that have split to allow light to be visible through the door are deficiencies.	If light is visible, fill crack and finish panel to match as closely as possible. Correct one time only during first year of limited warranty coverage.	
Bottom of doors drag on carpet surface.	Where it is understood by Builder/Seller and You carpet is planned to be installed as floor finish by Builder/Seller, the bottom of the doors which drag on the carpet are deficiencies.	Undercut doors as required.	Where carpet is selected by You having excessive high pile, You are responsible for any additional door undercutting.
Excessive opening at the bottom of interior doors.	Passage doors from room to room that have openings between the bottom of the door and the floor finish material in excess of 1 1/2-inches are deficiencies. Closet doors having an opening in excess of 2-inches are deficiencies.	Make necessary adjustment or replace door to meet the required tolerance.	
6.2 Garage Doors			
Garage door fails to operate or fit properly.	Garage door fails to operate or garage doors that do not operate and fit the door opening within the manufacturer's installation tolerances are deficiencies. Some entrance of the elements can be expected under heavy weather conditions and is not considered a deficiency.	Make necessary adjustments to meet the manufacturer's installation tolerances.	No adjustment is required when cause is determined to result from anyone but Builder/Seller's or Builder/Seller's subcontractors' installation of an electric door opener.
6.3 Wood, Plastic and Metal Windows Interior and Exterior			

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

DEFICIENCY	CONSTRUCTION PERFORMANCE GUIDELINES	BUILDER/SELLER RESPONSIBILITY	EXCLUSION
Window is difficult to open or close.	Windows should require no greater operating force than that described in the manufacturer's specifications.	Builder/Seller shall correct or repair as required to meet manufacturer's specifications.	
Double hung windows do not stay in place when open.	Double hung windows are permitted to move within a 2-inch tolerance, up or down when put in an open position. Any excessive movement exceeding the tolerance is a deficiency.	Adjust sash balances one time only during the first year of limited warranty coverage. Where possible, Builder/Seller will instruct You on the method of adjustment for future repair.	
Condensation or frost on window frames and glass.	NONE.	NONE.	Window glass and frames will collect condensation on the frame and glass surface when humidity and temperature differences are present. Condensation is usually the result of temperature/humidity conditions in the Home.
6.4 Hardware			
A doorknob, deadbolt, or lockset does not operate smoothly.	A doorknob, deadbolt, or lockset should not stick or bind during operation.	Builder/Seller will adjust, repair, or replace knobs that are not damaged by abuse, one time only during the first year warranty term.	
6.5 Storm Doors, Windows and Screens			
Storm doors, windows and screens do not operate or fit properly.	Storm doors, windows and screens, when installed, which do not operate or fit properly to provide the protection for which they are intended, are considered deficiencies.	Builder/Seller shall make necessary adjustments for proper fit and operation. Replace when adjustment cannot be made.	Missing screens, rips or gouges in the screen mesh are not covered by this limited warranty.
6.6 Weatherstripping and Seals			
Drafts around doors and windows.	Some infiltration is usually noticeable around doors and windows, especially during high winds. No daylight shall be visible around frame when window or exterior door is closed.	Builder/Seller shall repair to meet Construction Performance Guidelines.	In high wind areas, You may need to have storm windows and doors installed to eliminate drafts.
6.7 Glass and Glazing			
Clouding and condensation on inside surfaces of insulated glass.	Insulated glass that clouds up or has condensation on the inside surfaces of the glass is a deficiency.	Builder/Seller shall replace glass in accordance with window and glass manufacturer's requirements.	Glass breakage is excluded.

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

DEFICIENCY	CONSTRUCTION PERFORMANCE GUIDELINES	BUILDER/SELLER RESPONSIBILITY	EXCLUSION
7. Finishes			
7.1 Lath and Plaster			
Cracks in plaster wall and ceiling surfaces.	Hairline cracks are not unusual. Cracks in plaster wall and ceiling surfaces exceeding 1/16-inch in width are deficiencies.	Builder/Seller shall repair cracks that are greater than 1/16-inch in width and touch up paint to match as closely as possible, one time only. Such conditions should be reported near the end of the first year of limited warranty coverage to allow for normal movement in Home.	
7.2 Drywall			
Drywall cracks.	Hairline cracks are not unusual. Cracks in interior gypsum board or other drywall materials exceeding 1/16-inch in width are deficiencies.	Builder/Seller shall repair cracks that are greater than 1/16-inch in width and touch up paint to match as closely as possible, one time only. Such conditions should be reported near the end of the first year of limited warranty coverage to allow for normal movement in Home.	
Nail pops, blisters, or other blemish is visible on finished wall or ceiling.	Nail pops and blisters that are readily visible from a distance of 6-feet under normal lighting conditions are deficiencies.	Builder/Seller will repair such blemishes, and touch up paint to match as closely as possible, one time only. Such conditions should be reported near the end of the first year of limited warranty coverage to allow for normal settlement of the Home.	Depressions or slight mounds at nail heads are not considered deficiencies. Builder/Seller is not responsible for nail pops or blisters that are not visible, such as those covered by wallpaper.
Cracked corner bead, excess joint compound, trowel marks, or blisters in tape joints.	Cracked or exposed corner bead, trowel marks, excess joint compound, or blisters in drywall tape, are deficiencies.	Builder/Seller will repair to meet Construction Performance Guidelines, and touch up paint to match as closely as possible, one time only. Such conditions should be reported near the end of the first year of limited warranty coverage to allow for normal settlement of the Home.	
7.3 Hard Surfaces			
Flagstone, Marble, Quarry Tile, Slate, or other hard surface flooring is broken or loose.	Tile, flagstone, or similar hard surfaced sanitary flooring that cracks or becomes loose is a deficiency. Subfloor and wallboard are required to be structurally sound, rigid, and suitable to receive finish.	Builder/Seller shall replace cracked tiles, marble, or stone and resecure loose tiles, marble, or stone flooring.	Cracking and loosening of flooring caused by Your negligence is not a deficiency. Builder/Seller is not responsible for color and pattern variations or discontinued patterns of the manufacturer.

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

DEFICIENCY	CONSTRUCTION PERFORMANCE GUIDELINES	BUILDER/SELLER RESPONSIBILITY	EXCLUSION
Cracks appear in grouting of ceramic tile joints or at junctions with other material such as a bathtub, shower, or countertop.	Cracks in grouting of ceramic tile joints in excess of 1/16-inch are deficiencies. Regrouting of these cracks is Your maintenance responsibility after the Builder/ Seller has regrouted once.	Builder/Seller shall repair grouting as necessary one time only within the first year of limited warranty coverage.	Open cracks or loose grouting, where the wall surface abuts the flashing lip at a tub, shower basin, or countertop are considered Your maintenance and any resultant damage to other finish surfaces due to leaks, etc. are not considered deficiencies.
7.4 Resilient Flooring			
Nail pops appear on the surface of resilient flooring.	Readily apparent nail pops are deficiencies.	Builder/Seller shall correct nail pops that have caused damage to the floor material and repair or replace damaged floor covering in the affected area. Builder/Seller is not responsible for discontinued patterns or color variations.	
Depressions or ridges appear in the resilient flooring due to subfloor irregularities.	Readily apparent depressions or ridges exceeding 1/8-inch are a deficiency. The ridge or depression measurement is taken as the gap created at one end of a 6-inch straight edge placed over the depression or ridge with 3-inches on one side of the deficiency held tightly to the floor.	Builder/Seller shall take required action to bring the deficiency within acceptable tolerances so as to be not readily visible. Builder/Seller is not responsible for discontinued patterns or color variations in the floor covering, Your neglect or abuse, nor installations performed by others.	
Resilient flooring or base loses adhesion.	Resilient flooring or base that lifts, bubbles, or becomes unglued is a deficiency.	Builder/Seller shall repair or replace resilient flooring or base as required. Builder/Seller is not responsible for discontinued patterns or color variations.	
Seams or shrinkage gaps show at resilient flooring joints.	Gaps in excess of 1/32-inch in width in resilient floor covering joints are deficiencies. Where dissimilar materials abut, a gap in excess of 1/16-inch is a deficiency.	Builder/Seller shall repair or replace the resilient flooring to meet the Construction Performance Guidelines. Builder/Seller is not responsible for discontinued patterns or color variations of floor covering. Proper repair can be affected by sealing gap with seam sealer.	

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

DEFICIENCY	CONSTRUCTION PERFORMANCE GUIDELINES	BUILDER/SELLER RESPONSIBILITY	EXCLUSION
7.5 Hardwood or Laminate Flooring			
Cupping, open joints, or separations in wood and laminate flooring.	Open joints or separations between floorboards of finished flooring shall not exceed 1/8-inch in width. Cups in strip floorboards shall not exceed 1/16-inch in height in a 3-inch maximum distance when measured perpendicular to the length of the board.	Builder/Seller shall determine the cause and if the result of a deficiency in workmanship or material, correct one time only. For repairable deficiencies, repair cracks by filling and refinishing to match the wood surface as closely as possible. For non-repairable deficiencies, replace and finish affected area to match remaining flooring as closely as possible.	Hardwood floors are subject to shinkage and swell due to seasonal variations in the humidity level of Home. While boards may be installed tight together, gaps or separations may appear during heating seasons or periods of low humidity. Gaps or separations that close during non-heating seasons are not considered deficiencies. You should be familiar with the recommended care and maintenance requirements of their wood floor. Repeated wetting and drying, or wet mopping may damage wood or laminate finishes. Dimples or scratches can be caused by moving furniture or dropping heavy objects, and certain high heel style shoes may cause indentations. These conditions are not covered by the limited warranty.
7.6 Painting			
Knot and wood stains appear through paint on exterior.	Excessive knot and wood stains that bleed through the paint are considered deficiencies.	Builder/Seller shall seal affected areas where excessive bleeding of knots and stains appear, one time only during the first warranty term. Builder/Seller will touch-up paint to match as closely as possible.	
Exterior paint or stain peels or deteriorates.	Exterior paints or stains that peel or deteriorate during the first year are deficiencies.	Builder/Seller shall properly prepare and refinish affected areas, matching color as closely as possible. Where finish repairs affect the majority of the surface areas, the whole area should be refinished. The limited warranty on the newly repainted surfaces will not extend beyond the original warranty term.	Fading, however, is normal and subject to the orientation of painted surfaces to the climactic conditions which may prevail in the area. Fading is not a deficiency.
Painting required as corollary repair because of other work.	Necessary repair of a painted surface under this limited warranty is to be refinished to match surrounding areas as closely as possible.	Builder/Seller shall refinish repaired areas to meet the standard as required.	
Mildew or fungus forms on painted or factory finished surfaces.	NONE. NO COVERAGE.	NONE.	Mildew or fungus that forms on a painted or factory finished surface when the surface is subject to various exposures (e.g.: ocean, lake, riverfront, heavily wooded areas or mountains) is not a deficiency.

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

DEFICIENCY	CONSTRUCTION PERFORMANCE GUIDELINES	BUILDER/SELLER RESPONSIBILITY	EXCLUSION
Deterioration of varnish or lacquer finishes.	Natural finish on interior woodwork that deteriorates during the first year of limited warranty coverage is a deficiency.	Builder/Seller shall refinish affected areas of natural finished interior woodwork, matching the color as closely as possible.	Varnish-type finishes used on exterior surfaces will deteriorate rapidly and are not covered by the limited warranty.
Interior paint coverage.	Wall, ceiling, and trim surfaces that are painted shall not show through new paint when viewed from a distance of 6-feet under normal lighting conditions.	Builder/Seller shall repaint wall, ceiling or trim surfaces where inadequate paint has been applied, one time only. Where the majority of the wall or ceiling surface is affected the entire area will be painted from breakline to breakline. Builder/ Seller is not required to repaint an entire room unless all walls and ceiling have been affected.	
Paint splatters and smears on finish surfaces.	Paint splatters on walls, woodwork, or other surfaces which are excessive, shall not be readily visible when viewed from a distance of 6-feet under normal lighting conditions.	Builder/Seller shall remove paint splatters without affecting the finish of the material, or replace the damaged surface if paint cannot be removed.	Minor paint splatter and smears on impervious surfaces that can be easily removed by normal cleaning methods are considered to be Your maintenance and are not deficiencies.
7.7 Wall Covering			
Peeling of wallcovering installed by Builder/Seller.	Peeling of wallcovering is a deficiency, unless it is due to Your abuse or negligence.	Builder/Seller shall repair or replace defective wallcovering.	Wallpaper applied in high moisture areas is exempt from this Guideline because the problem results from conditions beyond the builder's control.
Pattern in wallcovering is mismatched at the edges.	Pattern in wallcovering shall match at the edges.	Builder/Seller shall remove mismatched wallcovering and replace. Builder/Seller is not responsible for discontinued or variations in color.	Defects in the wallcovering patterns are the manufacturer's responsibility, and excluded from limited warranty coverage.
Lumps and ridges and nail pops in wallboard that appear after the homeowner has wallcovering installed by others.	NONE. NO COVERAGE.	NONE.	You shall insure that the surface to receive wallcovering is suitable and assumes full responsibility should lumps, ridges, and nail pops occur at a later date.
7.8 Carpeting			
Carpet does not meet at the seams.	It is not unusual for carpet seams to show. However, a visible gap or overlapping at the seam due to improper installation is a deficiency.	Builder/Seller shall correct to eliminate visible gap or overlapping at the seam.	Carpet material is not covered under the warranty.

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

DEFICIENCY	CONSTRUCTION PERFORMANCE GUIDELINES	BUILDER/SELLER RESPONSIBILITY	EXCLUSION
Color variations in carpet.	NONE. NO COVERAGE.	NONE.	Colors may vary by dye lot, and from one end to another in the same roll. Side to side shading may show at most if not all seams, even where the same dye lot is used. Carpet material is not covered under the limited warranty. You should consult carpet manufacturer's warranty for specifications, standards, and manufacturer's warranty responsibility for color variations.
Carpeting loosens, or the carpet stretches.	When stretched and secured properly, wall-to-wall carpeting installed as the primary floor covering shall not come up, loosen, or separate from the points of attachment.	Builder/Seller will restretch or resecure carpeting to meet Construction Performance Guidelines one time only during the first year of limited warranty coverage.	

8. Specialties

8.1 Fireplaces

Fireplace or chimney does not draw properly causing smoke to enter home.	A properly designed and constructed fireplace or chimney shall function correctly. High winds can cause temporary negative or down drafts. Negative drafts can also be caused by obstructions such as tree branches, steep hillsides, adjoining homes, and interior furnaces. In some cases, it may be necessary to open a window slightly to create an effective draft. Since negative draft conditions could be temporary, it is necessary for the homeowner to substantiate the problems to the Builder/Seller by constructing a fire so the condition can be observed.	When determined the malfunction is based upon improper construction of the fireplace, the Builder/Seller shall take the necessary steps to correct the problem, one time only during the first year warranty term.	When it is determined that the fireplace is properly designed and constructed, but still malfunctions due to natural causes beyond Builder/Seller's control, Builder/Seller is not responsible.
Chimney separation from structure to which it is attached.	Newly built fireplaces will often incur slight amounts of separation. Separation that exceeds 1/2-inch from the main structure in any 10-foot vertical measurement is a deficiency.	Builder/Seller shall correct. Caulking or grouting is acceptable unless the cause of the separation is due to structural failure of the chimney foundation. In that case, caulking is unacceptable.	
Cracks in masonry hearth or facing.	Small hairline cracks in mortar joints resulting from shrinkage are not unusual. Heat and flames from normal fires can cause cracking.	NONE.	Heat and flames from normal fires can cause cracking of firebrick and mortar joints. This should be expected, and is not covered by the limited warranty.

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

DEFICIENCY	CONSTRUCTION PERFORMANCE GUIDELINES	BUILDER/SELLER RESPONSIBILITY	EXCLUSION
9. Cabinets and Vanities			
9.1 Kitchen Cabinets and Vanities			
Kitchen and vanity cabinet doors and drawers bind.	Cabinet doors and drawers shall open and close with reasonable ease.	Builder/Seller shall adjust or replace doors and drawers as necessary to meet Construction Performance Guidelines.	
Warping of kitchen and vanity cabinet doors and drawer fronts.	Warpage that exceeds 1/4-inch as measured from the face of the cabinet frame to the furthermost point of warpage on the drawer or door front in a closed position is a deficiency.	Builder/Seller shall correct or replace door or drawer front as required.	
Gaps between cabinets, ceiling and walls.	Countertops, splash boards, base and wall cabinets are to be securely mounted. Gaps in excess of 1/4-inch between wall and ceiling surfaces are a deficiency.	Builder/Seller shall make necessary adjustment of cabinets and countertop or close gap by means of moulding suitable to match the cabinet or countertop finish, or as closely as possible; or other acceptable means.	
9.2 Countertops			
Surface cracks and delaminations in high pressure laminates of vanity and kitchen cabinet countertops.	Countertops fabricated with high pressure laminate coverings that delaminate or have surface cracks or joints exceeding 1/16-inch between sheets are considered deficiencies.	Builder/Seller shall repair or replace laminated surface covering having cracks or joints exceeding the allowable width.	
10. Mechanical			
10.1 Plumbing			
Faucet or valve leak.	A valve or faucet leak due to material or workmanship is a deficiency and is covered only during the first year of the warranty.	Builder/Seller shall repair or replace the leaking faucet or valve.	Leakage caused by worn or defective washers or seals is Your maintenance responsibility.
Defective plumbing fixtures, appliances or trim fittings.	Fixtures, appliances, or fittings shall comply with their manufacturer's standards as to use and operation.	NONE.	Defective plumbing fixtures, appliances, and trim fittings are covered under their manufacturer's warranty.
10.2 Water Supply			
Staining of plumbing fixtures due to high iron, manganese, or other mineral content in water.	NONE. NO COVERAGE.	NONE. High iron and manganese content in the water supply system will cause staining of plumbing fixtures.	Maintenance and treatment of the water is Your responsibility.

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

DEFICIENCY	CONSTRUCTION PERFORMANCE GUIDELINES	BUILDER/SELLER RESPONSIBILITY	EXCLUSION
Noisy water pipes.	Some noise can be expected from the water pipe system, due to the flow of water. However, the supply pipes should not make the pounding noise called "water hammer". "Water hammer" is a deficiency covered only during the first year of the warranty.	Builder/Seller shall correct to eliminate "water hammer."	Noises due to water flow and pipe expansion are not considered deficiencies.
10.3 Heating and Air Conditioning			
Inadequate heat.	A heating system shall be capable of producing an inside temperature of at least 70-degrees Fahrenheit as measured in the center of the room at a height of 5-feet above the floor under local outdoor winter design conditions. NOTE FOR HEATING: There may be periods when the outdoor temperature falls below the design temperature, thereby lowering the temperature in Home.	Builder/Seller shall correct heating system as required to provide the required temperatures if a deficiency exists.	Orientation of Home and location of room will also provide a temperature differential, especially when the heating system is controlled by a single thermostat for one or more floor levels. You are responsible for balancing dampers and registers and for making other necessary minor adjustments.
Inadequate cooling.	When air conditioning is provided, the cooling system is to be capable of maintaining a temperature of 78-degrees Fahrenheit as measured in the center of each room at height of 5-feet above the floor, under local outdoor summer design conditions. NOTE FOR AIR CONDITIONING: In the case of outside temperatures exceeding 95-degrees Fahrenheit, the system shall keep the inside temperature 15-degrees cooler than the outside temperature. National, state, or local requirements shall supersede this guideline where such requirements have been adopted by the local governing agency.	Correct cooling system to meet the Construction Performance Guidelines during the first year of limited warranty coverage.	Orientation of Home and location of room will also provide a temperature differential, especially when the air conditioning system is controlled by a single thermostat for one or more levels. You are responsible for balancing dampers and registers and for making other necessary minor adjustments.
Ductwork and heating piping not insulated in uninsulated area.	Ductwork and heating pipes that are run in uninsulated crawl spaces, garages or attics are to be insulated. Basements are not "uninsulated areas", and no insulation is required.	Builder/Seller shall install required insulation.	
Condensate lines clog up.	NONE. NO COVERAGE.	Builder/Seller shall provide clean and unobstructed lines on Effective Date of Warranty.	Condensate lines will clog under normal conditions. You are responsible for continued operation of drain lines.

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

DEFICIENCY	CONSTRUCTION PERFORMANCE GUIDELINES	BUILDER/SELLER RESPONSIBILITY	EXCLUSION
Improper mechanical operation of evaporative cooling system.	Equipment that does not function properly at temperature standard set is a deficiency.	Builder/Seller shall correct and adjust so that blower and water system operate as designed during the first year of limited warranty coverage.	
Ductwork makes noises.	NONE. NO COVERAGE.	NONE.	When metal is heated, it expands, and when cooled, it contracts. The resulting "ticking" or "crackling" sounds generally are to be expected and are not deficiencies.
Ductwork makes excessively loud noises known as "oil canning".	The stiffening of the ductwork and the gauge of metal used shall be such that ducts do not "oil can". The booming noise caused by oil canning is a deficiency.	Builder/Seller shall take the necessary steps to eliminate noise caused by oil canning.	
11. Electrical Components			
11.1 Switches and Receptacles			
Fuses blow, or circuit breakers kick out.	Fuses and circuit breakers that deactivate under normal usage, when reset or replaced are deficiencies during the first year of limited warranty coverage.	Builder/Seller shall check all wiring and replace wiring or breaker if it does not perform adequately or is defective.	
Drafts from electrical outlets.	NONE. NO COVERAGE.	NONE.	The electrical junction box on exterior walls may produce a slight air flow whereby the cold air can be drawn through the outlet into a room. This problem is normal in new Home construction.
Malfunction of electrical outlets, switches, or fixtures.	All switches, fixtures and outlets which do not operate as intended are considered deficiencies only during the first year of limited warranty coverage.	Builder/Seller shall repair or replace defective switches, fixtures and outlets.	
Light fixture tarnishes.	NONE. NO COVERAGE.	NONE.	Finishes on light fixtures may be covered under their manufacturer's warranty.
11.2 Service and Distribution			
Ground fault interrupter trips frequently.	Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These devices are sensitive and can be tripped very easily. Ground fault outlets that do not operate as intended are considered deficiencies.	Builder/Seller shall replace the device if defective during the first year of limited warranty coverage.	

ITEMS COVERED UNDER THE 1-YEAR WORKMANSHIP COVERAGE

DEFICIENCY	CONSTRUCTION PERFORMANCE GUIDELINES	BUILDER/SELLER RESPONSIBILITY	EXCLUSION
11.3 CABLE, TELEPHONE AND ETHERNET			
Wiring or outlets for cable television, telephone, or Ethernet are not functioning..	Wiring or outlets for cable television, telephone, Etheret or other services shall function properly when installed in accordance with the prevailing code and applicable manufacturer's specifications.	Builder will take corrective action to meet the Construction Performance Guideline	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.

ITEMS COVERED UNDER THE 2-YEAR SYSTEMS COVERAGE

DEFICIENCY	CONSTRUCTION PERFORMANCE GUIDELINES	BUILDER/SELLER RESPONSIBILITY	EXCLUSION
12. Mechanical Systems			
12.1 Septic Tank Systems			
Septic systems fail to operate properly.	Septic system should be capable of properly handling normal flow of household effluent.	Builder/Seller shall take corrective action if it is determined that malfunction is due to a deficiency in workmanship, materials, or failure to construct system in accordance with state, county, or local requirements. Builder/ Seller is not responsible for malfunctions or limitations in the operation of the system attributable to design restrictions imposed by state, county, or local governing agencies. Builder/ Seller is also not responsible for malfunctions which occur or are caused by conditions beyond Builder/Seller's control, including Your negligence, abuse, freezing, soil saturation, changes in ground water table, or other acts of nature.	You are responsible for periodic pumping of the septic tank and a normal need for pumping is not a deficiency. The following are considered Your negligence or abuse and are excluded under the limited warranty: a.) excessive use of water such as overuse of washing machine and dishwasher, including their simultaneous use; b.) connection of sump pump, roof drains or backwash from water conditioner, to the system c.) placing of non-biodegradable items in the system; d.) addition of harsh chemicals, greases or cleaning agents, and excessive amounts of bleaches or drain cleaners; e.) use of a food waste disposer not supplied by Builder/Seller; f.) placement of impervious surfaces over the disposal area; g.) allowing vehicles to drive or park over the disposal area; h.) failure to periodically pump out the septic tank when required. Sewage pumps are excluded under the limited warranty.

ITEMS COVERED UNDER THE 2-YEAR SYSTEMS COVERAGE

DEFICIENCY	CONSTRUCTION PERFORMANCE GUIDELINES	BUILDER/SELLER RESPONSIBILITY	EXCLUSION
12.2 Plumbing			
Water in plumbing pipes freezes, and the pipes burst.	Drain, waste, vent, and water pipes shall be adequately protected to prevent freezing and bursting during normally anticipated cold weather.	Builder/Seller shall correct conditions not meeting Construction Performance Guidelines.	Burst pipes due to Your neglect and resultant damage are not Builder/Seller's responsibility. You are responsible for draining exterior faucets, and maintaining a suitable temperature in the Home to prevent water in pipes from freezing. During periods when the outdoor temperature falls below the design temperature, You are responsible for draining or otherwise protecting pipes. Homes which are periodically occupied, such as summer homes, or where there will be no occupancy for an extended period of time, must be properly winterized or periodically checked to insure that a reasonable temperature is maintained.
Leakage from any piping.	Leaks in any waste, vent and water piping are deficiencies.	Builder/Seller shall make necessary repairs to eliminate leakage.	Condensation on piping does not constitute leakage, and is not a deficiency, except where pipe insulation is required.
Sanitary sewers, fixtures, waste or drain lines are clogged.	The Builder/Seller is not responsible for sewers, fixtures, or drains that are clogged because of Your actions or negligence. Sanitary sewers, fixtures, waste or drain lines that do not operate or drain properly due to improper construction are deficiencies.	When defective construction is shown to be the cause, Builder/Seller shall make necessary repairs. If Your actions or negligence is the cause, You are responsible for correcting the problem. You are liable for the entire cost of any sewer and drain cleaning service provided by Builder/Seller where clogged drains are caused by Your actions or negligence.	Builder/Seller is not responsible for sewer lines that extend beyond the property lines on which the Home is constructed.
12.3 Water Supply			
Water supply system fails to deliver water.	All service connections to municipal water main or private water supply are Builder/Seller's responsibility when installed by Builder/Seller.	Builder/Seller shall repair as required if failure to supply water is the result of deficiency in workmanship or materials.	If conditions exist which disrupt or eliminate the sources of water supply that are beyond Builder/Seller's control, then Builder/Seller is not responsible.
12.4 Heating and Air Conditioning			
Refrigerant lines leak.	Builder/Seller-installed refrigerant lines or ground loop pipes that develop leaks during normal operation are deficiencies.	Builder/Seller shall repair leaking lines and recharge the unit as required.	Leaks due to Your actions or negligence are excluded.

ITEMS COVERED UNDER THE 2-YEAR SYSTEMS COVERAGE

DEFICIENCY	CONSTRUCTION PERFORMANCE GUIDELINES	BUILDER/SELLER RESPONSIBILITY	EXCLUSION
Ductwork separates, becomes unattached.	Ductwork that is not intact or securely fastened is a deficiency.	Builder/Seller shall reattach and resecure all separated or unattached ductwork.	

13. Electrical Systems

13.1 Electrical Conductors

Failure of wiring to carry its designed load.	Wiring that is not capable of carrying the designated load, for normal residential use to switches, receptacles, and equipment, is a deficiency.	Builder/Seller shall check wiring and replace if it fails to carry the design load.	

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2-10 Home Buyers Warranty | Warranty Administration Office
13900 East Harvard Ave. | Aurora, CO 80014 | 855.429.2109

NOTICE OF CLAIM FORM
FOR STRUCTURAL CLAIMS ONLY

Please read the 2-10 Home Buyers Warranty® Booklet, section III, page 4 and 5, for filing instructions and pertinent information.

Name:_____

Address:_____
Street City State Zip

Primary Phone:_____ Alternate Phone:_____

Email Address:_____

Effective Date of Warranty:_____ Certificate of Warranty Coverage#:_____

Please note that the 2-10 Home Buyers Warranty® Program provides Limited Structural Defect Warranty coverage which is subject to exclusions and conditions. You are encouraged to review the Structural Defect coverage provisions of your booklet.

Please answer the following questions:

1. Have you reviewed the definition of a Structural Defect in your warranty booklet? Yes ☐ No ☐

2. Do you believe that you have actual physical damage to one or more of the listed load-bearing elements of your home? Yes ☐ No ☐

3. Have you reviewed the list of non-load-bearing elements which would not qualify as a Structural Defect under this coverage? Yes ☐ No ☐

4. Do you feel that your home is unsafe, unsanitary or otherwise unlivable as a result of the Structural Defect? Yes ☐ No ☐

Nature of Structural Defect (Be specific; If available, enclose photographs and attach a separate sheet if necessary):

_____

_____

_____

Date Defect First Observed:_____

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder (Builder/Seller) or claimant (homeowner) for the purpose of defrauding or attempting to defraud the policyholder (Builder/Seller) or claimant (homeowner) with regard to a settlement or award payable from insurance proceeds shall be reported to the insurance commissioner or Your state. By filing this Notice of Claim you agree to resolve any disputes using arbitration as described on pages 6, 7, and 8 of the booklet.

CHECK ONE *(if applicable)*: 1) ☐ FHA 2) ☐ VA 3)
CASE #:_____
If you are the original owner, and your Home has FHA/VA financing, please provide the following:
Name of Mortgage Company:_____
Address of Mortgage Company:_____

_____
Homeowner Signature: Date:

_____
Homeowner Signature: Date:

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MAIL TO:
2-10 Home Buyers Warranty
13900 East Harvard Ave. | Aurora, CO 80014 | 855.429.2109

NOTICE OF DEFECT FORM FOR WORKMANSHIP & SYSTEMS COVERAGE

Please read the 2-10 Home Buyers Warranty® booklet, section III, page 4, for filing instructions and pertinent information. If your previous written attempts to resolve your problems with the Builder/Seller have failed, then this form is to be sent to your Builder/Seller, with a copy to the 2-10 HBW Warranty Administration Office. This form must be received by your Builder/Seller and 2-10 HBW no later than fifteen (15) days after the expiration of the applicable warranty term.

Name: _____

Address: _____
Street City State Zip

Primary Phone: _____ Alternate Phone: _____

Email Address: _____

Effective Date of Warranty: _____ Certificate of Warranty Coverage #: _____

Nature of Deficiency *(Be Specific):*

_____

_____

_____

_____

_____

_____

_____

Date Deficiency First Observed: _____ **Date First Reported to Builder/Seller:** _____

Attach any copies of relevant correspondence between You and Your Builder/Seller involving this matter. Please provide any correspondence that indicates that Your Builder/Seller has failed to perform his/her warranty obligations, and a copy of the Certificate of Warranty Coverage. By filing this Notice of Complaint You agree to resolve any disputes using arbitration as described on pages 6, 7, and 8 of the booklet.

Homeowner Signature: _____

Homeowner Signature: _____

Date: _____

CHECK ONE *(IF APPLICABLE)*: 1) ☐ FHA 2) ☐ VA

CASE #: _____

Attach any copies of relevant correspondence between you and your Builder/Seller involving this matter. Please provide any correspondence that indicates that your Builder has failed to perform his/her warranty obligations.

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SUCCESSIVE HOMEOWNER REGISTRATION AND ARBITRATION ACCEPTANCE FORM

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

I/We understand that Home Buyers Warranty Corporation ("2-10 HBW") is not the warrantor of the Builder/Seller's express limited warranty, but rather provides services to administer the warranty.

I/We agree to the binding arbitration process described on pages 6, 7, and 8 of the warranty booklet for resolving warranty disputes between us, the Builder/Seller and/or the Warranty Insurer.

Signature(s) of successive Home Buyer(s):

_____ _____
SIGNATURE PRINT

_____ _____
SIGNATURE PRINT

_____ _____
PHONE EMAIL

_____
DATE

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

2-10 Home Buyers Warranty Corporation
Warranty Administration Department
13900 East Harvard Avenue
Aurora, CO 80014

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For more information, call 855.429.2109
or visit 2-10.com

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