

# Builder*Xpress*

Administered by  
Bonded Builders Warranty Group

## BUILDER EXPRESS LIMITED WARRANTY AND BUILDING STANDARDS

### ***Sample Warranty***

*This sample warranty provides information on the basic terms and conditions of your Builder's warranty. It is not a valid warranty, provides no coverage, and is provided for information only. A warranty on any home is only issued upon BBWG receiving and accepting the Warranty Coverage Application, Warranty Enrollment Fee and any additional underwriting requirements from the Builder. The actual warranty issued may include State specific amendments not included in this sample. Contact your Builder for the specific coverages and warranty periods that may be provided on your home.*

BONDED BUILDERS WARRANTY GROUP  
1500 Kings Highway, Port Charlotte, FL 33980  
Phone 800-749-0381 \* Fax 941-743-0534  
[www.bondedbuilders.com](http://www.bondedbuilders.com)

# BUILDER EXPRESS LIMITED WARRANTY

Administered by Bonded Builders Warranty Group \*1500 Kings Highway \* Port Charlotte, FL 33980  
Phone: 800-749-0381 \* Fax: 941-743-0534

## WARRANTY CONFIRMATION

The Warranty Confirmation, any Warranty Amendment(s), Your Warranty Coverage Application and the Warranty Provisions form Your entire warranty contract. Please read these documents carefully and completely to understand the benefits, exclusions and limitations of the express limited warranty.

**Warranty Number:** [1234567WK]

**Homeowner:** [John & Mary Smith]

**Property Address Covered by the Warranty:** [123 Any Street]  
[Any City, State 00000]

**Warranty Start Date:** [June 1, xxxx]

**Warranty Expiration Date(s):** Workmanship & Materials [June 1, xxxx]  
Systems [June 1, xxxx]  
Major Structural Defects [June 1, xxxx]

**Closing Contract Price of Home:** [\$XXX,XXX]

**Warranty Limit:** [\$XXX,XXX]

**Builder:** [ABC Builder]  
[456 Any Street]  
[Any City, State 00000]  
[800-123-4567]

The following are part of this Warranty, along with this Warranty Confirmation Page:

**Warranty Provisions:** BB-W1150 (02/13)  
**Warranty Cover:** BB-W1148 (02/13)  
**Warranty Amendments (attached if any):**

# BUILDER EXPRESS LIMITED WARRANTY

Administered by: Bonded Builders Warranty Group "BBWG"  
1500 Kings Highway, Port Charlotte, Florida 33980 Phone: 800-749-0381 \* Fax: 941-743-0534

The Warranty Confirmation Page provides specific information on the Warranty and is part of this Express Limited Warranty contract. Please review it carefully along with all the warranty provisions.

- A. Introduction
- B. Warranty Coverage
- C. Builder Responsibilities
- D. Your Responsibilities
- E. Exclusions
- F. How To Make A Claim
- G. Alternative Dispute Resolution
- H. Arbitration
- I. General Warranty Provisions
- J. Construction Performance Standards

## A. INTRODUCTION

**THIS IS A WARRANTY AND NOT INSURANCE. THIS WARRANTY DOES NOT TAKE THE PLACE OF YOUR HOMEOWNERS INSURANCE.**

Your Builder's Express Limited Warranty is a contract between You and Your Builder. The Builder is the warrantor under this warranty and all warranty benefits are provided solely by Your Builder. Bonded Builders Warranty Group ("BBWG") is the Administrator for Your Builder's warranty and as such may perform certain administrative and claim handling duties in relation to this warranty. BBWG IS NOT THE WARRANTOR AND DOES **NOT** PROVIDE WARRANTY COVERAGE FOR ANY WARRANTY DEFECTS AND HAS NO OBLIGATIONS OR LIABILITIES TO ENSURE THAT THE BUILDER MEETS THE TERMS OF THIS WARRANTY, NOR DOES BBWG ACCEPT RESPONSIBILITY FOR ANY OF THE OBLIGATIONS OF YOUR BUILDER.

## B. WARRANTY COVERAGE

**Certain items and events are not covered by this contract. Refer to Section E, EXCLUSIONS.**

1. **Workmanship and Materials** – Commencing on the Warranty Start Date, Your Builder warrants Your Home will be free from defects in workmanship and materials as such defects are defined in the Construction Performance Standards set forth herein. The Workmanship and Materials Warranty ends on the Warranty Expiration Date shown on the Warranty Confirmation Page.
2. **Electrical, Plumbing and Mechanical Systems** – Commencing on the Warranty Start Date, Your Builder warrants Your Home will be free from defects in the electrical, plumbing and mechanical systems of Your Home (referred herein collectively as "Systems") as such defect is defined in the Construction Performance Standards set forth herein, including the wiring, piping and ductwork portions of the Systems. The Systems Warranty ends on the Warranty Expiration Date shown on the Warranty Confirmation Page.

Appliances, fixtures or pieces of equipment that are covered by a manufacturer's warranty ARE NOT covered by this warranty. Defects in any of the systems resulting from failures in an appliance, fixture or piece of equipment covered by a manufacturer's warranty ARE NOT covered by this warranty.

3. **Major Structural Defects** - Commencing on the Warranty Start Date, Your Builder warrants Your Home will be free from Major Structural Defects as such defects are defined herein. The Major Structural Defects warranty ends on the Structural Warranty Expiration Date shown on the Warranty Confirmation Page.

**A Major Structural Defect is:**

1. Actual physical damage;
2. to the designated load-bearing portions of a Home;
3. caused by failure of such load-bearing portions that affects their load-bearing functions; and
4. to the extent that the Home becomes unsafe, unsanitary, or otherwise unlivable.

**All four portions of the definition must be met to qualify the Home for Major Structural Defect coverage.**

These designated **load bearing portions of the Home** are the framing members and structural elements that transfer the load to the supporting ground. The warranted load bearing portions of the Home are:

1. Load bearing foundation piling, piers, stem walls and footings;
2. Load bearing beams;
3. Load bearing girders;
4. Load bearing lintels;
5. Load bearing columns;
6. Load bearing walls and partitions;
7. Load bearing flooring sub systems; and
8. Load bearing roof framing, roof rafters and trusses.

Examples of **non-load bearing portions** of the Home which are **not** warranted include, but are not limited to:

1. Non-load bearing partitions and walls;
2. Wall tile or coverings;
3. Plaster, laths, or dry wall;
4. Flooring and sub-flooring material;
5. Brick, stucco, stone or veneer;
6. Any type of exterior siding;
7. Roof shingles, sheathing, flashing and tarpaper;
8. Heating, cooling, ventilating, plumbing, electric and mechanical systems;
9. Appliances, fixtures or items of equipment;
10. Doors, trim, cabinets, windows, hardware, insulation, paint, stains;
11. Basement, garage slabs and other interior concrete floor slabs.

### **C. BUILDER RESPONSIBILITIES UNDER THE WARRANTY**

1. **Workmanship, Materials & Systems** – Your Homes is warranted as constructed by the Builder. Your Builder has warranted Your Home to meet the Construction Performance Standards listed herein. If a defect occurs on an item during the applicable part of the Warranty Period and the item is covered by the Workmanship, Materials or Systems Warranty the Builder will repair or replace; or at the sole discretion of the Builder, pay You the reasonable cost of repair or replacement of the warranted item. The Builder shall bring the defective item in compliance with the applicable Construction Performance Standards listed herein.
2. **Major Structural Defects** - Builder will repair or replace a covered Major Structural Defect or at the sole discretion of the Builder, pay You the reasonable cost of such repair or replacement. The repair of a Major Structural Defect consists of, and is limited to:
  - a) Repair or replace the load-bearing portions of Your Home necessary to restore the load-bearing function to eliminate any unsafe, unsanitary or otherwise unliveable condition;
  - b) Repair of those non-load bearing portions and systems of the Home damaged by the Major Structural Defect and whose repair is necessary to make Your Home once again safe, sanitary or otherwise liveable, such as restoration of the functionality of damaged windows, exterior doors, and the electrical, plumbing, heating, cooling and ventilating systems; and
  - c) Removal and repair or replacement of only those surfaces, finishes and coverings, original with the Home damaged by the Major Structural Defect and which require removal and replacement to repair the Major Structural Defect. Repair or replacement is limited to an attempt to match the condition of the affected area just prior to the Major Structural Defect as closely as practical, but not necessarily to a like new condition.

The obligations under this Warranty are the sole responsibility of Your Builder. BBWG may provide administrative and claims processing services to You and the Builder, but in no case is BBWG liable for or in any way obligated under this warranty. Your Builder, and not BBWG, shall have the sole option to determine if the Builder shall repair, replace or pay You the reasonable cost of repair and/or replacement of any covered defect. The design, method and manner of such repair are within the sole discretion of the Builder. By accepting enrolment of Your Home into the Builders Express Limited Warranty Program You agree to the method and manner of repair and/or replacement selected by the Builder. The Builder's total liability under this warranty for the repair or replacement of all defective items is limited to the Warranty Limit shown on the Warranty Confirmation Page. In no event shall the Builder be liable for discontinued items, changes in dye lots, colors or patterns, or items not included in the original construction.

Your Builder's costs of determining the existence and/or extent of a covered defect, costs of designing, making, and monitoring repairs (or payments to You or to another instead) are deducted from the Warranty Limit. **No repair or replacement shall extend the Warranty Period or any applicable part thereof.**

## **D. YOUR RESPONSIBILITIES UNDER THE WARRANTY**

You are responsible for any damage to any improvement, fixture or property not constructed, installed or provided by the Builder that may need to be removed to repair the covered defect or which may be damaged by repairs to the covered defect. You shall be responsible to pay for the cost of repair of such improvement, fixture or property necessitated by the removal of the addition or repair of a covered defect.

## **E. EXCLUSIONS – ITEMS NOT COVERED BY THE WARRANTY**

The following exclusions from warranty coverage apply to Workmanship, Materials, Systems and Major Structural Defect warranties. The Home is warranted as constructed by the Builder. The Builder does not warrant deficiencies or defects regardless of (a) the cause of the excluded event; or (b) other causes of loss; or (c) whether other causes acted concurrently or in any sequence with the excluded events to produce the deficiency or defect. The following are excluded from coverage under this warranty:

1. Deficiency or defects to any property, or part of the property, that was not included in the Closing Contract Price shown on the Warranty Confirmation Page;
2. Off-site improvements or any improvements installed after the Warranty Start Date whether provided by the Builder or others;
3. Drainage deficiencies that do not affect the structural integrity of the Home;
4. Any and all landscaping (including sodding, seeding, shrubs, trees, and plantings) and landscaping irrigation systems including but not limited to sprinkler systems, sprinkler heads and/or sprinkler control systems;
5. Fences, boundary walls, retaining walls and bulkheads, except those retaining walls and bulkheads that contain structural or foundation walls at the Home and/or provide structural support to the Home;
6. Outbuildings, sheds, storage buildings, cabanas or any other detached structures including but not limited to detached carports and detached garages (except those outbuildings which contain the plumbing, electrical, heating, cooling or ventilation systems built or installed with and serving the Home);
7. Patios, porches, decks, balconies, sidewalks, walkways, driveways, swimming pools, hot tubs, spas, exterior steam rooms, covered screen enclosures, and/or other recreational facilities;
8. Any damage caused by soil movement, if compensation is provided by state legislation or covered by other insurance;
9. Any damage as a result of insufficient (or change in) load-bearing capacity of the soil, sub-soils or surfaces of the soil or sub-soils on a lot prepared by You;
10. Any damage caused or made worse by inadequate, excessive or uneven watering of soils within close proximity of foundations in areas with active soil; or damage by trees planted within 10 feet of foundations;
11. After the first year, concrete floors of basements and attached garages that are built separate from foundation floors or other structural elements of the Home;
12. Pre-closing cleanup of any kind or failure to remove any spillage, or debris from construction site if not noted on pre-closing walk-through "punch list";
13. Any defects or deficiency caused by materials, design, construction, or work supplied by other than the original Builder of the Home, or their employees, agents, or subcontractors;
14. Changes, alterations or additions made to the Home by anyone other than those performed under obligations of this warranty;
15. Changes of the grading of the site by anyone other than the Builder originally building the Home or their employees, agents, or subcontractors;
16. Deficiency or defects caused or made worse by owners, occupants, or guests;
17. Any deficiencies or defects in workmanship, materials or structural portions normally covered by another warranty or insurance policy whether or not paid by such warranty or insurance policy;
18. Deficiency or defects resulting from accidents, riot, civil commotion, terror attacks, war, or Acts of God; including but not limited to fire, explosion, smoke, water escape, windstorm, mudslide, erosion, hail, lightning, hurricanes, tsunamis, falling trees, aircraft, vehicles, flood, earthquakes, sink holes, drought, underground springs, volcanic eruptions, saturated soils or change in the level of the underground water table;
19. Deficiency or defects resulting from burn holes, buried debris, or organic materials;
20. Mold and/or any contamination caused or created by natural or man-made chemicals, compounds, or substances, or breakdown or adverse effects of chemicals, compounds, or substances used in the construction of the Home or site. Such contamination is not covered even if the Home is rendered unlivable;
21. Insect damage including termites;
22. Water intrusion, and resulting water damage, including but not limited to roof leaks, window sealants, plumbing or failure of vapor barriers, except as provided in the Workmanship, Materials and Systems warranty;
23. Dampness or condensation due to Your failure to maintain adequate ventilation;
24. Any loss, damages or other condition which is not a deficiency or defect of construction;
25. Consequential Damage as defined herein and normal wear and tear or normal deterioration;

26. Cost of transportation, food, storage, moving contents, shelter, or other incidental expenses related to Your relocating during repair;
27. Any loss or damage which may arise while the Home is not being used primarily for residential purposes;
28. Any loss or physically inflicted damage which is not a construction deficiency or defect, including but not limited to chips, scratches, and dents in materials, fixtures, appliances, or other types of equipment;
29. Failure by You to give notice to the Builder of any deficiencies or defects within a reasonable time or as required by the terms and conditions of this warranty;
30. Negligence and/or improper maintenance or improper operation of items warranted under this warranty;
31. Failure of You or anyone to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;
32. Any loss or damage which You have not taken reasonable timely actions to minimize;
33. Any claim received by the Builder after the applicable Warranty Expiration Date for claimed items of deficiency or defect;
34. Any dispute not received by the Builder within 30 days after You are sent a final claim decision;
35. Any alleged deficiency or defect for which there is no evidence of deficiency or defect at the time of the claims investigation; or which has been repaired prior to a claims investigation unless such deficiency or defect is considered by Builder to be an emergency repair. Emergency items will be determined by considering imminent danger of resulting damage to the Home. Emergency items will not include items of comfort to You such as but not limited to problems with air conditioners;
36. Any condition which does not result in actual physical damage to the covered Home;
37. Diminished market value of Your Home.

## **F. How to Make a Claim Under The Warranty**

If You believe Your Home has a defect that may be covered under the warranty during the applicable part of the Warranty Period, You must contact Your Builder as soon as possible upon Your detecting a defect and before the expiration of the applicable Warranty Period. Any and all claims must transpire and be discovered within the applicable Warranty Period. Notice of a claim to the Builder must be received by the Builder no later than the Warranty Expiration Date or You will have waived a claim for the defect.

Unless the claimed defect or deficiency is expressly excluded, You will be contacted to make arrangements to have the Home inspected by a qualified construction professional. The inspection will be conducted to gather evidence regarding the alleged defects. You should cooperate in all respects with the qualified construction professional to ensure that all of the alleged defects are reviewed and/or discussed. If necessary, at the option of the Builder, additional inspections and/or testing may be called for to enable the claim to be thoroughly investigated and evaluated.

If it is determined that a Major Structural Defect is covered by this warranty, You must provide a full and unconditional release of all past rights and causes of action You may have against the Builder with respect to all claimed Major Structural Defects determined to be covered under this warranty before the Builder will pay a claim or make repairs. You shall return the signed release and/or assignment to the Builder within 30 days after receiving it, or the release will be voided. Additional damage caused by Your delay or by Your refusal to permit timely access is not warranted.

## **G. Alternative Dispute Resolution**

Any dispute, controversy, claim or matters in question regarding the Warranty between Builder, You and/or Your successors in interest, arising out of or relating to this Warranty including without limitation, a claim of subrogation, negligent or intentional misrepresentation or nondisclosure in the inducement, and breach of any alleged duty of good faith and fair dealing, (herein referred to collectively as a "Dispute"), shall be submitted to BBWG's Conciliation© Process where the parties will endeavor to resolve the Dispute in an amicable manner. BBWG will arrange a conciliation meeting at the Home, with You, the Builder, or Builder's representative and a conciliator assigned by BBWG. There is no charge to You for this conciliation process. During Conciliation, evidence presented by both parties will be evaluated to determine the warranty obligation owed (if any). The conciliator will inform both parties in writing of the decision. If accepted in total, the Builder will comply with the conciliator's decision and correct the warranted items.

In the event any Dispute cannot be resolved by BBWG's Conciliation Process, the Dispute shall be submitted to BBWG's Claim Review Group. A Claim Review Group consists of a conciliator, and qualified (licensed when applicable) third party representatives for You and the Builder. The third party representatives must have professional experience working in the field of the disputed event. The Claim Review Group will be held at the Home. There is no charge to You for the Claim Review Group. However, You must pay any costs for Your qualified representative. In the event any Dispute cannot be resolved by the Claim Review Group, You must submit the Dispute to binding arbitration pursuant to the terms and conditions of the Arbitration Section of this warranty.

## H. ARBITRATION PROVISION

In the event any Dispute under any Builder warranty, including without limitation, a claim of subrogation, negligent or intentional misrepresentation or nondisclosure in the inducement, breach of any alleged duty of good faith and fair dealing, and/or any dispute over the scope of this Arbitration Provision, cannot be resolved by one of the Alternative Dispute Resolution processes described herein, You and Your Builder agree to submit the Dispute to binding arbitration. You will have the right to select the arbitration company from the list of approved arbitration companies BBWG will provide to You when arbitration is requested. The arbitration will be conducted under the arbitration company's rules in effect at the time of the arbitration. **By accepting the warranty, You agree all decisions are to be based solely on the express written terms of this warranty contract. Any arbitrator chosen must be agreeable to making all decisions based upon the express terms of this warranty contract.**

The decision of the arbitrator shall be final and binding on all parties and may be entered as a judgment in any State or Federal court of competent jurisdiction. **By accepting the warranty, You are agreeing to waive Your right to a trial by either judge or jury in a court of law.**

The initiation or participation by any party in any judicial proceeding shall not be deemed a waiver of the right to enforce this arbitration provision and notwithstanding any provision of law to the contrary, shall not be asserted or accepted as a reason to delay, to refuse to participate in, or to refuse to enforce this arbitration provision. Any party who shall commence a judicial proceeding concerning a dispute, which is arbitrable hereunder, shall also be deemed to be a party requesting arbitration within the meaning of this paragraph. Any party shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing this arbitration provision, and the arbitrator shall have sole authority to award such fees and costs.

The arbitrator's compensation fee, administrative fee and all expenses charged by the arbitrator and/or the arbitration service shall be borne equally by the arbitrating parties. Each party shall pay their own attorney fees and expenses. Additional fees may be assessed in accordance with the arbitration company rules and fees. The arbitrator shall have the discretion to reallocate such fees and expenses, save and except attorney's fees, in the interest of justice.

The parties agree that this arbitration provision involves and concerns interstate commerce and is governed by the Federal Arbitration Act (Title 9 of the United States Code), now in effect and as same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule; and to the extent that any state or local law, ordinance or judicial rule shall be inconsistent with any provisions of the rules of the arbitration company under which the arbitration proceeding shall be conducted, the rules of the arbitration company shall govern the conduct of the proceeding. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. Arbitration may be demanded at any time, but only after completion of all conditions precedent, and may be compelled by summary proceedings in Court. The institution and maintenance of any action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy of claim to arbitration if any other party contests such action for judicial relief.

The resolution of any Dispute shall not be consolidated with disputes of other Homeowners or included in any class proceeding. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision of this warranty shall apply to all warranty Disputes. This arbitration provision shall survive termination, amendment or expiration of any of the documents or any relationship between the parties.

The Builder shall have the right, in advance of the arbitration proceeding, to re-inspect any Home which is the subject of the arbitration proceeding if the request for arbitration is made more than 60 days following the last claim decision of the Builder concerning such Home. No arbitration proceeding shall involve more than one single-family detached Home or, single unit in a multi-family building. However, at the Builder's sole option, multi-family buildings, including but not limited to condominiums could be heard together in the same proceeding.

If any provision of this arbitration agreement shall be determined to be unenforceable by the arbitrator or by the court, the remaining provisions shall be deemed to be severable there from and enforceable according to their terms.

## I. GENERAL WARRANTY PROVISIONS

### 1. Definitions

- a) **Administrator** – The Company responsible for administering the warranty terms and conditions. Administrator is **not** an insurance company, is **not** the warrantor under this warranty, does **not** provide coverage, does **not** represent that it is liable and is **not** liable for any warranty defects covered or not covered under the Builder's Express Limited Warranty.
- b) **Alternative Dispute Resolution** – The Conciliation®, Claim Review Group and/or the Arbitration processes used to resolve issues arising only from the terms and conditions of this warranty.
- c) **Arbitration** – An Alternative Dispute Resolution process wherein the designated neutral third party conducts a hearing wherein the parties present live testimony and evidence to the arbitrator. The arbitrator shall render a decision as to the party's responsibility strictly pursuant to the express terms and conditions of the warranty.
- d) **BBWG** – Bonded Builders Warranty Group, the Administrator for this warranty program, or its assigned authorized representatives.
- e) **Builder** – The person, corporation, partnership or other entity who is providing this warranty on the Home. Builder is shown on the Warranty Confirmation Page.
- f) **Claim Review Group** – An Alternative Dispute Resolution process wherein a BBWG selected Conciliator, a qualified representative of You and a qualified representative of the Builder review the claim information and the terms and conditions of the warranty and shall issue, either by majority or unanimous vote, a claims decision, which shall be presented to You and the Builder with a copy to BBWG.
- g) **Complete Warranty Document** – The entire warranty contract between You and Your Builder consisting of the Warranty Coverage Application, the Warranty Confirmation Page, any Warranty Amendments and the Warranty Provisions pages.
- h) **Conciliation®** – An Alternative Dispute Resolution process conducted by BBWG to work with You and the Builder to amicably resolve any and all warranty disputes that may arise. The BBWG selected Conciliator shall render a non-binding opinion as to the rights and obligations of each party under the terms and conditions of the warranty.
- i) **Consequential Damage** – a consequential, indirect or incidental loss or damage including but not limited to any property damage bodily injury or cosmetic damage which follows as a result of structural damage or any other items covered under this warranty, including defects in plumbing, electrical, heating, cooling or ventilation systems. Consequential damage is not covered under this warranty.
- j) **Emergency Condition** - An Emergency Condition is one You cannot control that seriously affects Your ability to live in the Home or a condition that if not rectified will result in significant damage to the Home. In case of an Emergency Condition, You must notify the Builder immediately in order that further damages can be mitigated. If Your Builder has provided You with emergency numbers and/or procedures, You must follow such procedures. Failure to follow such procedures could, at Builder's sole discretion, result in Your claim being denied. You should take immediate action if circumstances dictate the need, but You agree that only those repairs necessary to eliminate the Emergency Condition or mitigate further damage shall be performed. You agree that any and all repairs performed beyond such measures will not be the responsibility of the Builder unless You first obtain the permission of Your Builder. Emergency Conditions occurring after normal business hours, over a weekend and/or on a holiday must be reported to the Builder on the next business day. ANY UNAUTHORIZED REPAIRS MADE BY YOU OR SOMEONE UNDER YOUR DIRECTION, OTHER THAN THOSE PERMITTED ABOVE, WILL NOT BE REIMBURSED OR COMPENSATED. THE DECISION AND DETERMINATION AS TO THE EXTENT OF EXPENSES THAT ARE REIMBURSABLE UNDER THE WARRANTY FOR EMERGENCY CONDITIONS IS THE SOLE DISCRETION OF THE BUILDER.
- k) **Home** – A single or multi-family home, structure, dwelling or unit (herein called "Home") individually owned and covered by the warranty. The Home covered is shown on the Warranty Confirmation Page under "Property Address Covered by the Warranty".
- l) **Warranty Confirmation Page** – The page included as part of the Complete Warranty Document to identify the Home enrolled, the Warranty Limit, Warranty Start Date, Warranty Expiration Date, any applicable Warranty Amendments, and other information specific to Your warranty.
- m) **Warranty Coverage Application** – The required application form completed by Your Builder, and signed by You and Your Builder, to enroll Your Home.
- n) **Warranty Expiration Date** – The date the warranty ends as indicated on the Warranty Confirmation Page or applicable Warranty Amendment.
- o) **Warranty Limit** – The maximum amount payable under the terms of the warranty. The Warranty Limit is shown on the Warranty Confirmation Page.
- p) **Warranty Period** – The length of time Your Home is covered by the warranty for each type of coverage beginning on the applicable Warranty Start Date and ending on the applicable Warranty Expiration Date.
- q) **Warranty Start Date** – This is the date coverage under the warranty begins. The Warranty Start Date is shown on the Warranty Confirmation Page.
- r) **You, Your, Yours** – The Homeowner(s) who hold title to the Home covered by the warranty.



2. **Access to Your Home** – In order for the Builder to fulfil its obligations under the terms and conditions of the warranty, access will be required to the Home. Any person authorized by You to allow access to Your Home must be 18 years of age or older. You hereby agree that any such person providing access shall have full authority to approve any work performed for Your Home. By having Your Home enrolled in the warranty program, You hereby grant access to Your Home during normal business hours for the purpose of allowing the Builder or BBWG, their agents, contractors and/or inspectors to conduct inspections, assess claims, make repairs and to conduct tests as may be determined as necessary. **Refusal To Allow Access or an unreasonable delay in providing access to Your Home will Void The Warranty.**
3. **Delay** – If the Builder's performance of any of its obligations is delayed by any event not resulting from its own conduct, they will be excused from performing until the effects of that event are remedied. Examples of such events include but are not limited to Your failure to provide access, Acts of God or common enemy, war, riot, civil commotion, sovereign conduct, or acts of persons who are not parties to this warranty.
4. **Assignment of Insurance Proceeds** – In the event Your Builder repairs or replaces, or pays the cost of any defect covered by the Warranty for which You are covered by other insurance or warranties, You must, upon request by Your Builder, assign the proceeds of such repair, replacement, payment and/or the right to pursue recovery for such payment to Your Builder. This assignment includes but is not limited to Your homeowners insurance carrier, product manufacturer or any other entity or individual.
5. **Exclusive Remedy Agreement** – Except as provided herein, You have waived the right to seek damages or other legal or equitable remedies from the Builder, its principles, his subcontractors, agents, vendors suppliers, workers, material men, and/or design professionals under any and all causes of action whether statutory or at common law, including but not limited to negligence and/or strict liability. The agreement contained herein shall be enforceable to the fullest extent permissible by the law of the state in which the property is located and shall apply to any claim thereafter made against the Builder or any other person. Your sole remedy, in the event of a defect in Your Home or in the real property upon which it is situated, is as prescribed in the terms and conditions of the Builders Express Limited Warranty issued on the Home. Nothing in this paragraph shall effect or be applicable to any other express written warranty You may have received from any single vendor or manufacturer who has supplied any appliance or component for the Home.
6. **Waiver of Implied Warranties – (Habitability, Merchantability, Fitness for a Particular Purpose and/or Good and Workmanlike Construction)** – By receiving, accepting and/or agreeing to the Builders Express Limited Warranty including but not limited to the terms and conditions contained herein, You hereby waive any and all other express or implied warranties, including but not limited to any oral or written representations or statements made by the Builder or any other implied warranty including but not limited to warranties of habitability, merchantability, fitness for a particular purpose and/or good and workmanlike construction. This waiver shall not apply to the extent not permitted by the law of the state in which the property is located.
7. **Attorney's Fees and Costs Forbidden** – Each party shall bear its own costs of representation by consultants, experts and litigation fees; and under no circumstances shall any party, prevailing or otherwise be entitled to an award and/or judgment which includes or provides for attorney's fees and/or court costs (other than with respect to enforcing the arbitration provision).
8. **Severability** – Should any provisions of this contract be deemed by a court of competent jurisdiction to be unenforceable, the remaining portions of this warranty shall be given full force and effect and the determination will not affect the enforceability of the remaining provisions.
9. **Binding Nature** – The Warranty is to be binding upon the Builder, You, Your heirs, executors, administrators, successors and assigns.
10. **Gender** – The use of one gender in the Warranty includes all other genders; and use of the plural includes the singular as may be appropriate.
11. **Choice of Law** – The warranty is to be construed in accordance with the laws of the state in which the Home is located.

**J. CONSTRUCTION PERFORMANCE STANDARDS**

**These Construction Performance Standards apply to the Workmanship, Materials and Systems warranty to which they are attached and identified on the Warranty Confirmation Page.**

The following Construction Performance Standards are the official standards used by Your Builder in determining coverage under the Workmanship, Materials and/or Systems Warranty. This warranty does not warrant that the Home has been built in compliance with federal, state or local building standards or codes even though the Builder is required to comply with such standards or codes. **Items covered by a manufacturing warranty ARE NOT warranted under this express limited warranty.**

In no event shall Builder be liable for discontinued items, changes in dye lots, colors or patterns, or items not included in the original construction.

The Performance Standards set forth in the following pages are meant to be demonstrative of the most frequent deficiencies of concern. Subject to the Exclusions contained herein the validity of all claims not defined by these Performance Standards shall be determined by the National Home Builders Association Residential Performance Guidelines in force at the time of enrollment

Index to Construction Performance Standards

- |                                    |                        |
|------------------------------------|------------------------|
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**Definitions:**

**POSSIBLE DEFICIENCY** – a brief statement in simple terms of the problems to be considered.

**PERFORMANCE STANDARD** – a performance standard relating to a specific deficiency.

**BUILDER RESPONSIBILITY** – possible corrective action(s) suggested to the Builder to repair the defect.

**YOUR RESPONSIBILITY** – items expressly excluded from the warranty and which are not the obligation of the Builder and which are considered part of the general maintenance of Homeownership.

1. SITE WORK

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
SITE GRADING	Settling of ground around foundation, utility trenches, or other areas.	Settling of ground around foundation, utility trenches or other filled areas shall not interfere with water drainage away from the Home.	Fill those areas where proper drainage has been affected. This shall be done one time only, during the first year of the Warranty Period. The Homeowner(s) shall be responsible for replacement of all grass, shrubs and landscaping in the affected area.	Maintain area by filling affected areas after the Builder obligation has been met.

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
SITE DRAINAGE	Improper drainage of the site.	Necessary grades and swales will be completed to insure proper drainage away from the foundation. Standing or ponding water shall not remain immediately next to the foundation for extended periods after a rain (generally no more than 24 hours). The possibility of standing water after a heavy rainfall should be anticipated..	For initial establishment of proper grades and swales only. Grading determination shall not be made while there is frost on the ground, or while the ground is saturated	Maintaining proper grades and swales once they have been properly completed. Damage caused by decks, pools, patios, planters, etc. You installed, which interfere with proper site drainage, are not covered. Erosion control is Your responsibility.

## 2. CONCRETE

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
RANDOM CONCRETE CRACKS	Random cracks in concrete.	Normal shrinkage due to the dehydration of the concrete can cause random cracking in concrete slabs.	None	Caulk or repair as needed.
CAST-IN-PLACE CONCRETE	Basement or foundation wall cracks.	Shrinkage cracks shall not exceed 1/8 inch in width.	Repair cracks that exceed maximum tolerance. Caulking is acceptable. Builder is not responsible for color variations.	Repair cracks not exceeding standard
	Efflorescence	Efflorescence is evidenced by the presence of a white film on the surface of concrete.	This is a typical chemical reaction within concrete. No corrective measure is required.	
	Interior concrete floor cracks	Minor cracks in concrete floor slabs are normal. Cracks shall not exceed 3/16 inch in width or 3/16 inch in vertical displacement.	Repair cracks that exceed maximum tolerance. Caulking is acceptable. Builder is not responsible for color variation.	Repair cracks not exceeding standard
	Cracking of basement floor.	Minor cracks in concrete basement floors are normal. Cracks shall not exceed 1/4 inch in width or 3/16 inch in vertical displacement.	Repair cracks that exceed maximum tolerance by surface patching or other methods as required. Builder is not responsible for color variation.	Repair cracks not exceeding standard
	Cracking of slab in attached garage.	Cracks in garage slabs shall not exceed 1/4 inch in width or 1/4 inch in vertical displacement.	Repair cracks that exceed maximum tolerance by surface patching, or other methods as required. Builder is not responsible for color variation.	Repair cracks not exceeding standard
	Uneven concrete floors/slabs.	Except for basement floors or where a floor, or portion of a floor, has been designed for specific drainage purposes, concrete floors in rooms designed for habitability shall not have pits, depressions or areas of unevenness exceeding 1/4 inch in 36 inches.	Correct or repair deficiencies exceeding maximum tolerances. Builder is not responsible for color variation.	

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
	Cracks in concrete slab-on-grade floors with finish flooring.	Cracks which rupture the finish flooring material shall be repaired.	Repair cracks that exceed maximum tolerances by surface patching, or other methods as required. Builder is not responsible for color variation.	Repair cracks not exceeding standard
	Pitting, scaling or spalling of concrete work covered under this Limited Warranty.	Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions of weathering and use.	Take corrective action to repair or replace defective concrete surfaces. Builder is not responsible for deterioration caused by salt, chemicals, mechanical implements and factors not under Builder's control. Unless otherwise specified, Builder is not responsible for roof water run-off onto patios, walkways or driveways.	Avoid damaging the surface by the use of salts and chemicals not specifically designed for use on these surfaces and by Your parking vehicles on the surface that have been exposed to road chemicals..
	Standing water on stoops.	Water should drain from all outdoor stoops and steps. Minor amounts of water can be expected to remain for up to 24 hours after rain.	Repair to meet standard. Builder is not responsible for color variation of repair.	Clear area of standing water after heavy precipitation or cleaning.

### 3. MASONRY (stucco see Finishes)

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
MASONRY	Non-structural foundation wall cracks.	Small cracks not affecting structural stability are not unusual in mortar joints of masonry foundation walls. Cracks greater than 1/8 inch in width will be repaired.	Repair cracks in excess of 1/8 inch by pointing or patching. Builder is not responsible for color variation.	Report during the first year Warranty Period. Repair cracks which do not exceed tolerance to preclude water damage.
	Cracks in masonry walls or veneer.	Cracks visible from distances in excess of 20 feet or larger the 1/4 inch in width shall be repaired one time in the first year	Repair cracks that exceed maximum tolerance by pointing or patching. . Builder is not responsible for color variation.	Report cracks to the Builder, but close to the end of the first year to allow normal expansion and contraction. Seal mortar joint cracks periodically to preclude water intrusion.
	Vertical or horizontal movement of concrete floor slabs at joints	Concrete floor slabs are engineered to move at expansion joints and control joints	None	
	Cracks in concrete basement floors or garage slab due to settling or heaving	Cracks shall not exceed 3/8 inch in width or heave in excess of 3 inches in vertical displacement	Repair cracks that exceed maximum tolerance by surface patching or other methods as required. Builder is not responsible for color variation.	

#### 4. WOOD AND PLASTIC

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
ROUGH CARPENTRY	Floors or stairs squeak or sub-floor seems loose.	A squeak-proof floor/stair cannot be guaranteed.	Correct the problem only if caused by an underlying construction defect.	
	Uneven wood floors.	Floors shall not be more than 1/4 inch out of level within any 32-inch horizontal measurement.	Correct or repair to meet Performance Standard.	
	Bowed walls or ceilings.	Walls and ceilings shall not be more than 1/2 inch out of level within any 32-inch horizontal measurement, not including drywall corner bead.	Repair to meet the Performance Standard.	
	Out of plumb walls.	Walls should not be more than 1/4 inch out of plumb for any 32-inch vertical measurement.	Repair to meet the Performance Standard.	
FINISH CARPENTRY (INTERIOR)	Poor quality of interior trim workmanship.	Joints in moldings or joints between moldings and adjacent surface shall not result in open joints exceeding 1/8 inch in width.	Repair area exceeding standard. Caulking is acceptable. Builder is not responsible for color variation.	Periodic caulking of seams between baseboard and finished floor.
FINISH CARPENTRY (EXTERIOR)	Exterior finish siding has open joints between pieces of trim.	Joints between exterior trim elements, including siding and masonry, shall not result in open joints in excess of 3/16 inch.	Repair only once during the first year of Warranty Period. Caulking is acceptable.	Maintain the exterior finish by periodic caulking and painting.
	Inadequate clearance of wood siding from finished grade.	There should be a 6-inch clearance between the wood siding and the finished grade at the time of closing or first occupancy, whichever comes first.	Builder will insure that there is a minimum 6-inch clearance between the wood siding and the finished grade at the time of closing or first occupancy, whichever comes first.	Maintain a 6 inch clearance between the siding and finished grade. You accept full responsibility if not reported in writing to Builder prior to closing or first occupancy.
	Delamination of siding or joint separation.	Separations and delaminations shall be repaired or replaced.	Repair or replace affected siding, as needed, unless caused by manufacturer's defect or Homeowner(s) neglect to maintain siding properly. Manufacturing defects are not covered under this warranty and must be reported to that manufacturer. Repaired area may not match in color and/or texture. For surfaces requiring paint, Builder will paint only the new materials.	Proper maintenance is required. Contact manufacturer for any manufacturing defect. The Homeowner(s) can expect that the repaired or newly painted surface may not match original surface in color.

## 5. THERMAL AND MOISTURE PROTECTION

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
WATERPROOFING	Leaks in foundation and basement.	Leaks resulting in actual trickling of water shall be repaired.. Dampness of the walls or floors may occur in new construction due to condensation or high moisture content in the air and is not considered a deficiency.	Take such action as necessary to correct trickling of water except where the cause is determined to result from Homeowner(s) action or negligence.	Maintain proper grades and landscape and drainage around the Home. You are also responsible to control humidity and condensation.
	Leaks in exterior wall not adequately sealed or caulked.	Joints and/or cracks in exterior walls shall be sealed and/or caulked to prevent water penetration in accordance with industry standards.	Repair any deficiency once during the first year of the Warranty Period only. Builder is not responsible for color variation.	Maintain caulking and sealing in exterior walls after Builder has met one time obligation
	Mold, mildew or fungus.	Mold, mildew or fungus can form as a result of leaks or condensation. This is considered consequential damage.	None	Mold, mildew or fungus control is Your responsibility. Immediate action should be taken at first sign of water damage.
INSULATION	Insufficient insulation.	Insulation will be installed in accordance with plans and specifications.	Approval of the governing authority at the time of construction shall evidence Builder's compliance with this standard.	
LOUVERS AND VENTS	Leaks due to snow or rain driven into the attic through louvers or vents.	Attic vents/louvers must be provided for proper ventilation of the attic space of the structure.	None	Immediately attend to condition so as to minimize resulting damage.
ROOFING	Ice build-up on roof.	During prolonged cold spells, ice build-up is likely to occur at the eaves of a roof. This condition occurs when snow and ice accumulate and gutters and downspouts freeze up.	None	Prevention of ice build-up on a roof is a Homeowner(s) maintenance item.
	Roof or flashing leaks.	Roofs or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice build-up or Your action or negligence.	Repair any verified roof or flashing leaks not caused by ice build-up leaves, debris or by Your action or negligence.	Maintain the roof and periodically remove leaves, pine needles and other debris from the roof surface, valley gutters and down spouts.
	Standing water on flat roof	Water shall drain from a flat roof except for minor ponding within 24 hours after rainfall unless the roof is specifically designed for water retention.	Take corrective action to assure proper drainage of roof.	
SHEET METAL	Gutters and/or downspouts leak.	Gutters and downspouts shall not leak but gutters may overflow during rain.	Repair leaks one time during the first year of the Warranty Period. Caulking is acceptable.	Keep leaves and debris out of gutters and downspouts to assure proper water flow.
	Water standing in gutters.	When gutters are unobstructed by debris, ice or snow, the water level shall not exceed one (1) inch.	Correct to meet Performance Standard. Small amounts of water may stand in certain sections of gutter after a rain.	Keep leaves and debris out of gutters and downspouts to assure proper water flow.

## 6. DOORS AND WINDOWS

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
WOOD AND PLASTIC DOORS	Warping of exterior doors.	Exterior doors may warp to some degree due to temperature differential on inside and outside surfaces. However, they shall not warp to the extent that they become inoperable or cease to be weather resistant.	Correct or replace and refinish defective doors during the first year of the Warranty Period. Repairs or replacements may not match the original door, but will match as closely as possible.	If You paint or stain the outside doors, the surfaces must be properly prepared before applying paint or stain.
	Warping of interior passage and closet doors.	Interior doors (full openings) shall not warp to the extent that the door becomes inoperable.	Correct or replace and refinish defective doors to match existing doors as nearly as possible during the first year of the Warranty Period.	
	Interior doors do not operate smoothly or does not latch.	Doors shall move smoothly with limited resistance. A door should not stick or bind during operation.	Adjust and repair door or latch that are not damaged by abuse one time only within the first year.	Adjust doors after Builder has met standard. You are responsible for damage as a result of normal wear and tear or abuse
	Shrinkage of insert panels reveal raw or unpainted wood edges.	Panels will naturally shrink and expand and may expose unpainted surface(s).	None	Touch up paint or stain as needed
	Split in door panel.	Split panels shall not allow visible light or weather intrusion through the door.	If light is visible, fill split and match paint or stain as closely as possible, one time in first year of the Warranty Period.	
	Malfunction of door locks and hardware.	Door locks and hardware shall operate as designed at the time of first occupancy	Correction of any defect shall be agreed upon prior to acceptance of the Home.	Any damage not reported prior to first occupancy.
GLASS	Glass broken or scratched.	At time of first occupancy, glass or mirror surfaces shall not have scratches visible from 10 feet under normal lighting conditions.	Defective glass reported to the Builder prior to closing.	Any damage not reported to Builder prior to first occupancy
SLIDING DOORS	Sliding doors do not operate properly.	The Builder will assure that sliding doors are installed according to manufacturer's specifications. It is acceptable for small amounts of water to stand in the bottom of the track for a period of time after a rain.	Adjust or repair inoperative sliding doors, one time only, during the first year of the Warranty Period.	Maintain the sliding doors per manufacturer's specifications. The slide tracks must be kept clean and free of debris, the rollers lubricated and adjusted.
GARAGE DOORS ON ATTACHED GARAGES	Garage doors fail to operate properly under normal use.	Garage doors shall operate properly unless caused by a manufacturing defect or damage caused or made worse by occupants or guests.	Correct or adjust garage doors as required, except where the cause is determined to result from Your negligence. If You install a garage door opener, the Builder will no longer be responsible for the operation of the garage door.	Lubricate all moveable parts in accordance with the operating manual.

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
	Garage doors allow intrusion of water or snow.	Some intrusion of the elements can be expected under abnormal conditions.	None.	Maintain area following adverse weather conditions.
WOOD, PLASTIC, AND METAL WINDOWS	Malfunction of windows.	Windows will operate, as designed.	Correct as required unless caused by a manufacturing defect or damage caused or made worse by occupants or guests.	Keep tracks and rollers cleaned, lubricated and adjusted.
	Condensation and/or frost on windows.	Windows will collect condensation on interior surfaces when extreme temperature difference and high humidity levels are present. Condensation is usually the result of climate and humidity conditions, sometimes created by the Homeowner(s) comfort preference.	Unless attributed to faulty installation, window condensation is a result of conditions beyond the Builder's control. No corrective action required.	If a humidifier is installed, You will follow the manufacturer's recommendations for proper setting of the humidistat.
WEATHER-STRIPPING AND SEALS	Interior water seepage.	Caulking in areas where water is supplied, such as sinks, tubs, showers and hose bibs, is required to prevent water intrusion.	Once during the first year repair any area deemed to be deficient to meet the performance standard. Builder is not responsible for color variation.	Caulking is an on-going responsibility of Yours.
	Air and/or water infiltration around doors and windows.	Infiltration is normally noticeable around doors and windows, especially during high winds. Poorly fitted weather-stripping shall be adjusted or replaced.	Adjust or correct improperly fitted doors, windows and weather stripping one time in the first year of the Warranty Period.	To have storm doors and windows installed to provide satisfactory solutions appropriate to climatic conditions in Your area.

## 7. FINISHES

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
LATH AND PLASTER	Cracks in interior wall and ceiling surfaces.	Hairline cracks are not unusual in interior wall and ceiling surfaces. Cracks greater than 1/8 inch in width are considered excessive.	Repair cracks exceeding standard one time only, during the first year of the Warranty Period. Builder is not responsible for color variation.	Repair cracks not exceeding standard
GYPSON WALLBOARD (DRYWALL)	Nail pops, blisters in tape, or other blemishes.	Slight blemishes such as nail pops, seam lines and other blemishes are common in gypsum wallboard installations. Blemishes, nail pops or seams readily visible from a distance of 6 feet under normal lighting conditions and rupture finished surface shall be repaired.	Repair item exceeding standard one time only, during the first year of the Warranty Period. Builder is not responsible for color variations in the paint or differences in finished texture.	Repair not timely reported or needed after Builder has met this standard.
	Cracks in drywall	Cracks exceeding 1/8 inch in width. Length is not applicable	Builder shall repair cracks exceeding standard one time during the first year of the Warranty Period	Repair not timely reported or needed after Builder has met this standard.



	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
CERAMIC OR MARBLE TILE	Ceramic or marble tile cracks or becomes loose or hollow sounding.	Ceramic or marble tile cracks or becomes loose as a result of expansion or contraction of the surface upon which it is placed. The Builder responsibility in this event should be discussed prior to closing (contract Homes) to avoid misunderstandings. Unless otherwise agreed, the following Builder responsibility applies.	Replace cracked tiles and secure loose tiles only once during the first year of Warranty Period, unless the defects were caused by Your action or negligence. Builder will not be responsible for discontinued patterns or color variations in ceramic tile or grout. Hollow sounding tile is not considered a defect.	Grout cracks after initial repairs have been made.
	Cracks appearing in grouting of ceramic or tile joints.	Cracks in grouting of ceramic tile joints are commonly due to normal shrinkage conditions. Cracks that result in loose tiles or gaps in excess of 1/16 inch shall be repaired.	Repair grouting exceeding standard one time only, during the first year of the Warranty Period. Builder will not be responsible for discontinued tile patterns, color variations, or discontinued colored grout.	RegROUT cracks after initial repairs have been made. RegROUTing is a required homeowner maintenance responsibility over the life of the Home.
	Excessive lippage of adjoining ceramic or marble tile.	Lippage (vertical displacement) in excess of 1/8 inch is considered excessive except where the materials are designed with an irregular height (such as hand-made tile).	Repair to meet the accepted tolerance. Builder will not be responsible for discontinued tile patterns, color variations, or discontinued colored grout.	
FINISHED WOOD FLOORING	Wood flooring does not adhere	Wood flooring shall not lift or become unglued.	Repair or replace, at Builder's sole option, the affected wood flooring as required. Builder shall not be responsible for color variation of wood flooring or for problems caused by Your neglect or abuse.	Maintain proper climate control to minimize humidity. Take proper care in cleaning and avoid excessive moisture.
	Cracks developing between floor boards.	Cracks in excess of 1/8 inch in width shall be corrected.	Repair cracks in excess of 1/8 inch within the first year of the Warranty Period by filling or replacing, at Builder's option.	Maintain proper humidity levels in the Home
RESILIENT FLOORING	Nail-pops appearing on the surface of resilient flooring	Nail pops shall not pop above the surface of flooring.	Correct nail pops, which are above the surface. Repair or replace, at Builder's sole option, floor covering in the affected area with similar material. Builder will not be responsible for discontinued patterns or color variations in the floor covering.	
	Depressions or ridges appear in the resilient flooring due to sub-floor irregularities.	Readily apparent depressions or ridges exceeding 1/4 inch in 36 inches shall be repaired. Visible cracks in the underlying slab are unavoidable and are considered acceptable unless the cracks rupture the resilient flooring.	Take necessary corrective action to bring the defect within acceptable tolerance so that the affected area is not readily visible. Builder shall not be responsible for discontinued patterns or color variations in floor covering.	

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
	Cuts and gouges appear in the surface of the resilient flooring.	The Builder will assure that the surface of the flooring does not have any observable cuts and gouges.	Repair cuts and gouges reported in writing prior to closing or first occupancy, whichever occurs first.	Protect the resilient floor surface by having chair and furniture protective devices installed and/or maintained.
	Resilient flooring does not adhere.	Resilient flooring shall not lift, bubble or become unglued.	Repair or replace, at Builder's sole option, the affected flooring as required. Builder shall not be responsible for discontinued patterns or color variation of floor covering, or for problems caused by Your neglect or abuse.	
	Seams or shrinkage gaps show at resilient flooring joints.	Gaps shall not exceed 1/16 inch in width in resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch is permissible.	Repair or replace, at Builder's option, the affected flooring as required. Builder shall not be responsible for discontinued patterns or color variation of floor covering, or for problems caused by Your neglect or abuse.	
<b>PAINTING</b>	Exterior paint or stain peels, deteriorates or fades.	Exterior paints or stains should not fail during the first year of the Warranty Period. Fading is normal and the degree is dependent on climactic conditions.	Prepare and refinish affected areas, if paint or stain is defective, matching color as close as practicable. Where finish deterioration affects the majority of a wall area, the whole area will be refinished.	Maintain the exterior surfaces per the manufacturer's specifications.
	Interior paint does not "cover" the underlying surface or has brush or lap marks.	The surface painted shall not show through new paint when viewed from a distance of 6 feet under normal lighting conditions.	Builder shall recoat only affected area as necessary to meet standard. Repair will match area as closely as practical. Slight color variation may exist.	
	Painting, staining, or refinishing required due to other repair work.	Painting repair required shall be finished to match surrounding areas as closely as practical. A perfect match between original and new paint cannot be expected.	Refinish repair area as indicated.	
	Deterioration of interior varnish or lacquer finishes.	Natural finishes on interior woodwork shall not deteriorate during the first year. Varnish type finishes used on the exterior will deteriorate rapidly and are not covered by this Warranty.	Retouch affected areas of natural finish interior woodwork, attempting to match the color as closely as practical.	Maintain these surfaces per the manufacturer's specifications.

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
	Mold, mildew or fungus on painted surfaces.	Mold, mildew or fungus may form on a painted surface if the structure is subject to abnormal exposures or weather conditions.	None. Mold, mildew or fungus is not a Builder responsibility under this warranty. Consequential damage is not a Builder responsibility.	. You are responsible for cleaning and maintaining surfaces in order to minimize the presence of mold, mildew and fungus. Take immediate action to minimize these conditions which occur as a consequence of any type of water intrusion. .
WALL COVERING	Peeling of any wall covering.	Peeling of wall covering shall not occur under normal climate conditions. Homes in high moisture areas as condition is beyond Builder control. Damage due to Your negligence is not a Builder responsibility	Repair or replace defective wall covering applications except where exempt. Wall covering applied in high moisture areas is not a Builders responsibility	Maintain proper temperature conditions to avoid damage.
	Edge mismatching in pattern of wall covering.	This condition must be called to Builders attention prior to closing.	None	
CARPETING	Open carpet seams or stretching occurs.	Wall to wall carpeting, when stretched, shall not come loose from the point of attachment. Carpet seams may show but no separation at seam should occur.	Correct if original installation was at direction of the Builder.	
	Spots on carpet, minor fading.	Exposure to light can cause spots on carpet and/or minor fading.	None	Protect areas exposed to direct sunlight or other conditions that may cause condition.
	Edge mismatching in pattern of wall covering and/or other floor coverings.	This condition must be discussed with the Builder prior to closing.	None	
STUCCO	Cracking occurs in exterior stucco wall surfaces.	Cracks due to expansion/contraction are not unusual in exterior stucco wall surfaces. Cracks greater than 1/8 inch in width are considered excessive.	Surface repair cracks exceeding standard, one time only, during the first year. Builder is not responsible for color variation.	Maintain normal expansion/contraction cracking in stucco to preclude water intrusion.
	Water damage to interior walls as a result of leak in the stucco wall system	If water intrusion is the result of stucco system failure, and not from external factors, condition shall be repaired one time during the first year.	Repair per standard. Damage caused by external factors out of the Builder's control are not the Builder's responsibility and are not warranted.	Control external factors such as sprinkler systems to ensure water is not hitting Home. Repair damage due to windblown moisture.
ROOF TILE	Broken roof tile.	This condition must be called to Builder's attention prior to closing or first occupancy.	None. Improper treatment and extreme weather conditions can cause roof tile to crack. .	Broken roof tile not reported to the Builder prior to closing is Your responsibility

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
ROOF SHINGLES	Sheathing nails have loosened from framing and raised asphalt shingles.	Nails shall not loosen from roof sheathing to raise asphalt shingles from surface.	Repair all areas as necessary to meet the Performance Standard.	

## 8. SPECIALTIES

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
FIREPLACES	Fireplace or chimney does not draw properly.	Properly designed and constructed fireplaces and chimneys will function properly. It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney. Some Homes may need to have a window opened slightly to create an effective draft when the Home has been insulated and weatherproofed to meet energy conservation criteria. Any existing manufacturing warranty will exclude coverage from this warranty.	Where there is a fireplace or chimney malfunction, the Builder will determine the cause and correct it, if the problem is one of construction.	Any condition not directly attributable to the workmanship by the Builder or which may need to be reported to the manufacturer.
	Chimney separation from structure to which it is attached.	Newly built fireplaces will often incur slight amounts of separation. Separation shall not exceed 3/8 inch from the main structure in an 8-foot vertical measurement.	Determine the cause of separation and correct if standard is not met one time only during the first year. Caulking is acceptable.	
	Firebox paint discolored by fire or heat.	None	None. Heat from fires will alter finish.	
	Cracked firebrick and mortar joints.	None	None. Heat and flames from "roaring" fires will cause cracking.	
CABINETS & COUNTERTOPS	Surface cracks, delamination and chips in high pressure laminate on vanity/kitchen cabinet countertop.	Countertops fabricated with high-pressure laminate coverings shall not delaminate.	. Repair or replace unless the delamination was caused by misuse or negligence in proper maintenance. Builder will not be responsible for chips and cracks unless noted prior to closing.	Refrain from leaving any liquids near the countertop seams or allowing the surface to become excessively hot. Joints in a laminate surface should be caulked to maintain a proper moisture barrier to assure proper performance of the covering.
	Warped cabinet door or drawer front.	Warpage not to exceed 1/4 inch as measured Diagonally from corner to corner	Correct or replace doors or drawer fronts. Builder is not responsible for color variation.	

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
	Gaps between cabinets, ceiling, backsplash or walls.	Gaps greater than 1/4 inch in width are considered excessive.	Correct to meet Performance Standard. Caulking is acceptable. Builder is not responsible for color variation.	

## 9. PLUMBING

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
PLUMBING-WATER SUPPLY SYSTEM	Plumbing pipes freeze and burst.	Drain, waste/vent and water pipes shall be adequately protected at time of first occupancy. Approval of the governing authority shall evidence Builder's compliance with this standard., ,	<b>None.</b>	Drain or otherwise protect lines and faucets exposed to freezing temperatures.
	Water supply system fails to deliver water.	All connections to municipal water main and private water supply (except equipment, pumps, motors, valves, switches and related items) shall be the Builders responsibility. Approval of governing authority at the time of construction shall evidence Builder's compliance with this standard..	Builder will repair if failure is the result of defective workmanship or materials. Builder has no responsibility for elimination of the sources of supply when the problem is beyond Builder's control. The Builder is not responsible for water quality.	
	Leakage from piping.	No leaks of any kind shall exist in any soil, waste, vent, or water pipe. Condensation does not constitute leakage.	Make repairs to eliminate leakage unless due to Your abuse or negligence. Improvements installed after occupancy are not warranted and void existing warranty.	
	Stopped up sewers, fixtures and drains.	Sewers, fixtures and drains will operate properly.	Where defective construction is shown to be the cause, Builder will assume the cost of the repair. Builder shall not be responsible for sewers, sewer systems, fixtures and drains, which are clogged through Your negligence.	If a problem occurs, consult Your Builder for a proper course of action. Where Your negligence is shown to be the cause, You shall assume all repair costs.
	Leak in faucet or valve.	Valves or faucets shall not leak due to construction defects.	Repair or replace leaking faucets or valves when due to defects in workmanship or material.	You are responsible for maintenance. Fixtures covered by a manufacturing warranty are not covered by this warranty.
	Noisy water pipes or "water hammer"	There will be some noise emitting from the water pipe system due to the flow of water.	Eliminate "water hammer" only if due to improper installation. Builder cannot remove all water flow noises and pipe expansion.	

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
	Septic system fails to operate properly.	Septic system shall operate as designed. Flow of household effluent is specified by the governing health and building department regulations in effect at the time of construction. Approval of the governing regulatory authority at the time of construction shall evidence Builder's compliance with this standard.	None; unless governing regulatory authority agrees in writing that failure is caused by the initial inadequate design, faulty installation, or other cause relating to actions of the Builder or Builder's contractors, or subcontractors. Builder will not be responsible for system malfunction or damage, which is caused by Your negligence, lack of system maintenance, or other causes attributable to actions of You or Your contractors, not under the control of the Builder. These include, but are not necessarily limited to the addition of fixtures, items of equipment, appliances, pumps, motors, valves or switches, or other sources of waste or water to the plumbing system served by the septic system and damage, or changes, to the septic system installation or surrounding soil conditions that may be critical to the system's functioning.	Properly maintain the system by maintaining proper grades, landscaping, gutters and protecting the area from heavy vehicular traffic, which could cause soil compaction. Septic tanks may need to be pumped during periods of excessive use or extended rainfall. Seek a reliable septic tank contractor for this service. In case of dispute, if Builder has obtained approved permits from the governing health authority, You must provide proof system was installed improperly.
	Cracking or chipping of porcelain or fiberglass.	Chips and cracks on surfaces of bathtubs/sinks can occur when hit by sharp or heavy objects.	Builder will not be responsible for repairs unless damage has been reported to Builder prior to closing and/or listed on the original "walk-through/punch list".	

## 10. CENTRAL AIR CONDITIONING/HEATING SYSTEM

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
	Inadequate heating or cooling	Central heating and cooling systems should be warranted by manufacturer. Builder responsibility, as it relates to this warranty is limited to any workmanship performed directly by Builder.	Correct defects resulting only from installation of system and are not defects normally covered by manufacturing warranty. Builder is not responsible for manufacturing defects whether warranted by manufacturer or not.	Maintain the heating and cooling systems and assure that air filters are cleaned/changed per manufacturer's recommendations. Balance the dampers and registers to assure proper air distribution. Any labor cost associated with manufacturing defect. .

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
	Room temperature differentials	During extreme summer or winter conditions a 15 degree temperature differential is acceptable.	Builder shall repair if condition is the result of ductwork. In the event of dispute, approval of governing authority at the time of construction shall evidence Builder compliance with this standard.	If Builder has obtained approved permits from governing authority, You must provide proof system was installed improperly.

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
	Cooling lines leak.	Cooling lines shall not develop leaks during normal operation.	Repair lines leaking refrigerant unless damage has been caused by the events or occurrences caused by You.	

## 12. CONDENSATION LINES

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
	Clogging of condensation lines.	None. Condensation lines will clog eventually under normal use.	Provide unobstructed condensation lines at time of first occupancy.	Maintenance is required. Refer to manufacturer recommendations.

## 13. AIR DISTRIBUTION

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
	Noisy ductwork.	When metal is heated it expands and when it cools it contracts. The result is a cracking sound, which is generally to be expected.	None	
	Ductwork separates or becomes unattached.	Ductwork should remain intact and securely fastened.	Re-attach and re-secure all separated or unattached ductwork.	

## 14. ELECTRICAL

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
ELECTRICAL CONDUCTORS, FUSES AND CIRCUIT BREAKERS	Failure of wiring to carry its designed load to the electrical box.	Wiring should be capable of carrying the designed load to the electrical box under normal residential use.	Builder shall correct any condition directly attributable to defective workmanship only.	Most electrical malfunctions are caused by consumer-owned fixtures and appliances. You should unplug or disconnect fixtures and appliances on the circuit and replace the fuse or reset the breaker. If problem recurs, notify Builder.

	<b>POSSIBLE DEFICIENCY</b>	<b>PERFORMANCE STANDARD</b>	<b>BUILDER RESPONSIBILITY</b>	<b>YOUR RESPONSIBILITY</b>
	Fuses blow or circuit breakers "kick out" (excluding ground fault interrupters).	Fuses and circuit breakers shall not activate under normal usage.	Builder shall correct any condition directly attributable to defective workmanship only.	Most electrical malfunctions are caused by consumer-owned fixtures and appliances. You should unplug or disconnect fixtures and appliances on the circuit and the replace the fuse or reset the breaker. If problem recurs, notify Builder.
<b>OUTLETS, SWITCHES AND FIXTURES</b>	Drafts from electrical outlets.	Electrical junction boxes on exterior walls may produce airflow whereby the cold air can be drawn through the outlet into a room. The problem is normal in new Home construction.	None	
	Defective wiring to electrical outlets, switches or fixtures.	Wiring to electrical outlets, switches and fixtures should operate as intended.	Check wiring and connections and repair. Builder is not responsible for defective or malfunctioning pieces of equipment.	
<b>SERVICE AND DISTRIBUTION</b>	Ground fault interrupter trips frequently.	Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.	Tripping is to be expected and is not covered unless due to faulty installation.	The most common cause of tripping is due to damaged cords or plugs on lamps, appliances or other devices installed by You. This condition is Your responsibility.