NATIONAL
New Home Warranty Program

2-10 HOME BUYERS WARRANTY®

QUALITY BUILT by Your Builder.
BACKED by the Industry-Leading Warranty.



Workmanship



Distribution Systems



Structural



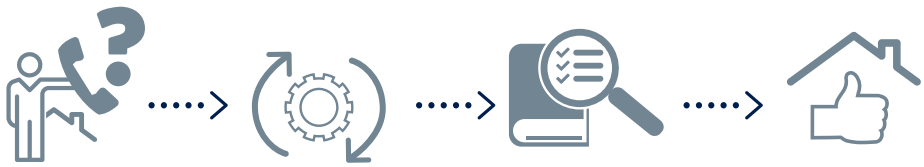
Congratulations on your new home

and the warranty provided by your builder.

Who is **2-10 Home Buyers Warranty?**

2-10 Home Buyers Warranty (2-10 HBW) is your warranty administrator. Since 1980, warranties from 2-10 HBW have protected over 5.8 million new and pre-owned homes. Focused on reducing the financial risks of thousands of home builders and millions of homeowners nationwide, 2-10 HBW partners with real estate professionals, service contractors and home builders who consider their coverage the industry's most comprehensive protection available.

HOW DOES YOUR WARRANTY COVERAGE WORK?



Think you have a problem? This booklet will help:

- Easily navigate the types of coverage
- Provide simple language to understand what's covered
- Explain how to report a claim

The **warranty administrator** is available to provide guidance and assistance for the 2-10 HBW New Home Warranty Program.

Once you receive your **Certificate of Warranty Coverage**, register your new home at 2-10.com/registerhome.

For questions about this booklet, or if you have lost your **Certificate of Warranty Coverage**, contact the **warranty administrator**:

- 855.429.2109 (Phone)
- warrantyadministration@2-10.com (Email)
- 2-10.com/homeowner (Homeowner Portal)

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THIS BOOKLET AND CERTIFICATE OF WARRANTY COVERAGE

This booklet defines your remedies for any **defect** and **structural defect** based on the terms and conditions contained within this booklet for the duration of the **warranty term**. The **warranty term** is found on the **Certificate of Warranty Coverage**. This booklet and the **Certificate of Warranty Coverage** are legal documents that define the scope of all the express limited warranties provided to you by your **builder/seller** related to your home. Please keep this booklet and the **Certificate of Warranty Coverage** with other legal documents that are important to you.

WORDS WITH SPECIAL MEANING

The words used in this booklet have their normal everyday meaning. Except when, in some cases, a word used in this booklet will have a specific meaning or definition. In those cases, the word will be bolded and the bolded word will always have the same meaning or definition, except that, for readability purposes, "you," "your," "home" and "warranty" are each words with special meaning but are not bolded. The words with special meaning are defined in *Section VII*.

SPECIAL CONDITIONS APPLY TO HOMES WITH FHA OR VA FINANCING, PLEASE SEE *SECTION VI.D* FOR ADDITIONAL INFORMATION.

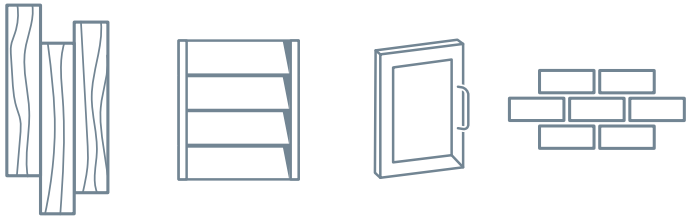
IMPORTANT PROVISIONS FOR THE USE OF FINAL AND BINDING ARBITRATION TO RESOLVE DISPUTES ABOUT THIS BOOKLET, THE WARRANTIES, YOUR HOME, THE 2-10 HBW NEW HOME WARRANTY PROGRAM OR ANY OTHER DISPUTES AMONG YOU, YOUR BUILDER/SELLER, THE WARRANTY ADMINISTRATOR AND/OR THE WARRANTY INSURER ARE CONTAINED IN *SECTION VI.G*.

IMPORTANT PROVISIONS CONCERNING YOUR LEGAL RIGHTS AND REMEDIES ARE CONTAINED IN *SECTION IX*.

SECTION I. OVERVIEW OF YOUR WARRANTIES*

WORKMANSHIP WARRANTY

Quality is important, especially in your new home. Your workmanship warranty establishes the standards applicable to the fit, finish and materials used in the construction of your home. Commonly used across industries, fit refers to how well the parts of the finished product come together and finish refers to the completeness of work. For more information about your workmanship warranty, please review *Section II*.



Overview of items covered:
Roof covering, cabinets, countertops, door panels, exterior siding, hardwood floors, basement floor, ceramic tile, drywall, interior trim, carpet, paint and fireplace

DISTRIBUTION SYSTEMS WARRANTY

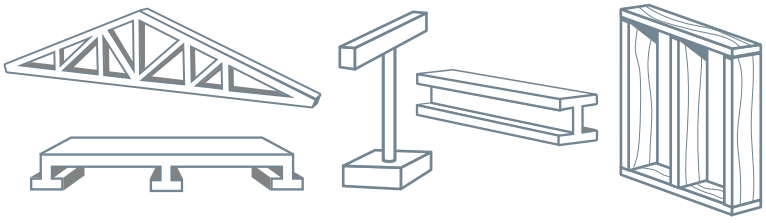
You will rarely see behind the walls of your new home, but essential functions such as electrical, plumbing and mechanical systems are working behind the walls. Your distribution systems warranty establishes the standards for your home's electrical, plumbing and mechanical systems. The wiring, piping and ductwork of your new home are addressed under this warranty. For more information about your distribution systems warranty, please review *Section III*.



Overview of items covered:
Supply piping, waste piping, ductwork and electrical wiring

STRUCTURAL WARRANTY

While your home was carefully constructed and inspected, occasionally unforeseen problems arise, even in the best-built homes. Your structural warranty addresses the **designated load-bearing elements** of your home. For more information about your structural warranty, please review *Section IV*.



Items covered:
Roof framing systems, load-bearing walls and partitions, beams, columns, footings and foundation systems, floor framing systems, girders, lintels and masonry arches



SOIL MOVEMENT

Your structural warranty addresses **structural defects** including those caused by certain types of **soil movement**. A **structural defect** is **actual physical damage** to **designated load-bearing elements** caused by failure of the load-bearing elements which affects their load-bearing functions to the extent that your home becomes **unsafe**, **unsanitary** or otherwise **unlivable**.

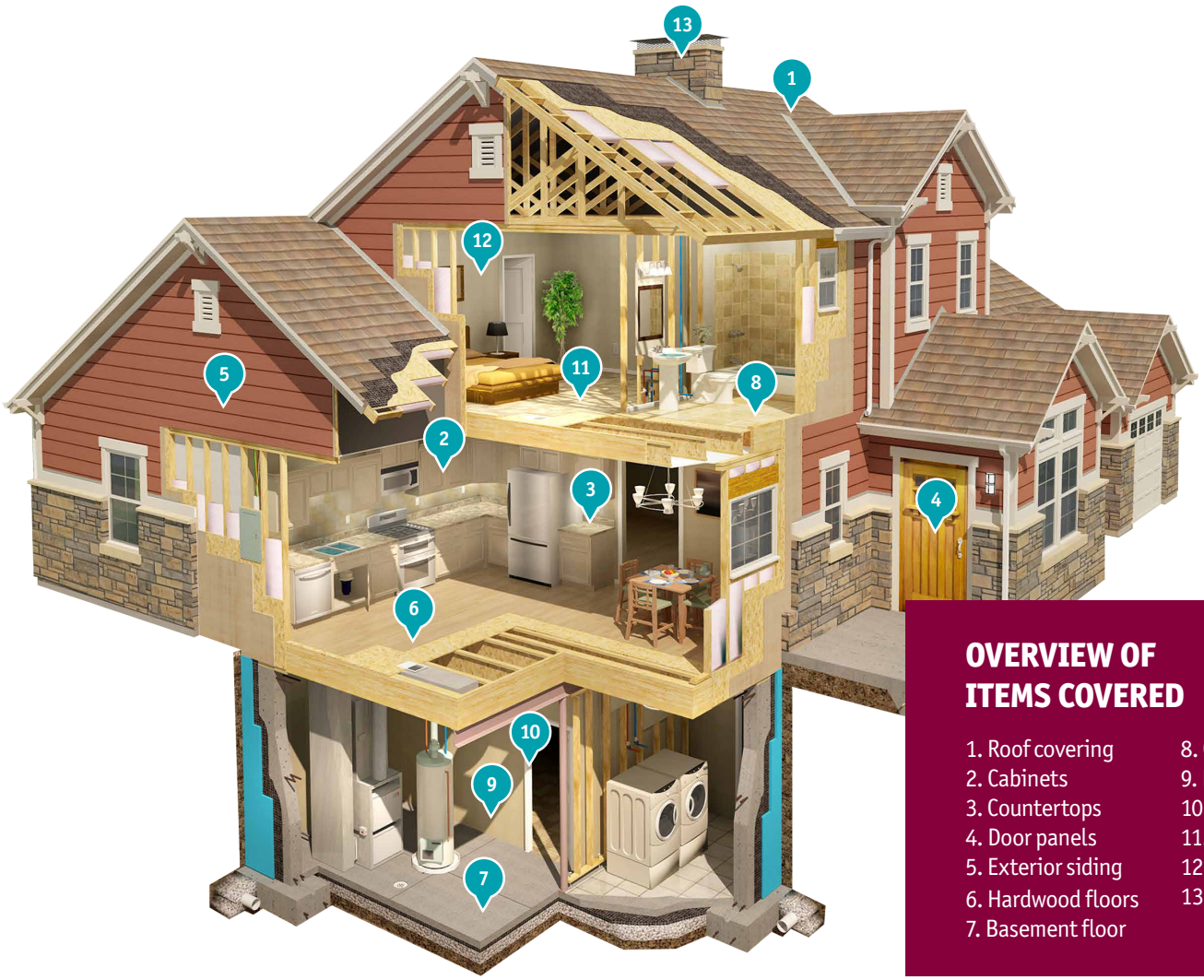


UNSAFE UNSANITARY UNLIVABLE

*Images shown for illustration purposes only

SECTION II. YOUR WORKMANSHIP WARRANTY

Your workmanship warranty addresses the fit, finish and materials used in the construction of your home and provides protection against **defects** throughout the **warranty term.** An overview of the items covered by your workmanship warranty is illustrated below. For additional information about your workmanship warranty, please review *Section VIII* – **Construction Performance Guidelines**.



OVERVIEW OF ITEMS COVERED

1. Roof covering
2. Cabinets
3. Countertops
4. Door panels
5. Exterior siding
6. Hardwood floors
7. Basement floor
8. Ceramic tile
9. Drywall
10. Interior trim
11. Carpet
12. Paint
13. Fireplace

Note: Your home may not have a basement

REPORTING A WORKMANSHIP DEFECT

To report a claim for items covered under your workmanship warranty, contact your **builder/seller** who will investigate and remedy all covered **defects** pursuant to the **Construction Performance Guidelines.**

You must provide notice to your **builder/seller** no later than 15 days after expiration of the workmanship **warranty term.** If your **builder/seller** fails to remedy reported **defects** within a **reasonable time**, or before the **warranty term** expires, email warrantyadministration@2-10.com or call the **warranty administrator** at 855.429.2109 no later than 15 days after the expiration of the workmanship **warranty term**.

YOU WAIVE YOUR RIGHT TO COVERAGE UNDER THE WORKMANSHIP WARRANTY IF DEFECTS ARE NOT REPORTED WITHIN THE TIME LIMITATIONS AS SET FORTH ABOVE.

SECTION III. YOUR DISTRIBUTION SYSTEMS WARRANTY

Your distribution systems warranty provides protection against **defects** to the means by which electrical, plumbing and mechanical functions are delivered throughout your home during the **warranty term.** An overview of the items covered by your distribution systems warranty is illustrated below. For additional information about your distribution systems warranty, please review *Section VIII* – **Construction Performance Guidelines.**



OVERVIEW OF ITEMS COVERED

1. Supply piping
2. Waste piping
3. Ductwork
4. Electrical wiring

Note: Your home may not have a basement

REPORTING A DISTRIBUTION SYSTEMS DEFECT

To report a claim for items covered under your distribution systems warranty, contact your **builder/seller** who will investigate and remedy all covered **defects** pursuant to the **Construction Performance Guidelines.**

You must provide notice to your **builder/seller** no later than 15 days after expiration of the distribution systems **warranty term.** If your **builder/seller** fails to remedy reported **defects** within a **reasonable time**, or before the **warranty term** expires, email warrantyadministration@2-10.com or call the **warranty administrator** at 855.429.2109 no later than 15 days after the expiration of the distribution systems **warranty term.**

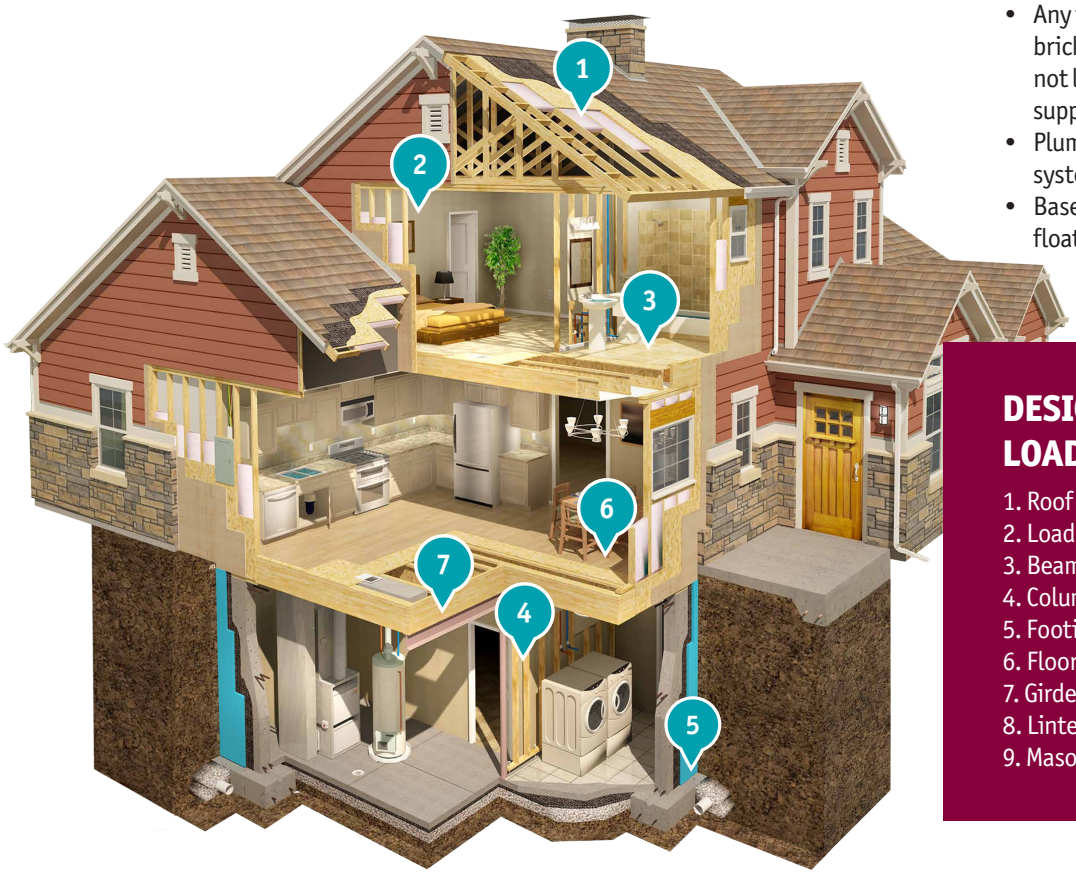
YOU WAIVE YOUR RIGHT TO COVERAGE UNDER THE DISTRIBUTION SYSTEMS WARRANTY IF DEFECTS ARE NOT REPORTED WITHIN THE TIME LIMITATIONS AS SET FORTH ABOVE.

SECTION IV. YOUR STRUCTURAL WARRANTY

Your structural warranty provides protection during the **warranty term** against **structural defects** to the **designated load-bearing elements** of your home. The **designated load-bearing elements** that are covered under this warranty are limited to the items illustrated below. Damage to the non-load-bearing elements of your home is not a **structural defect**. A non-exclusive list of non-load-bearing elements that are not covered under this warranty is listed in this *Section IV*.

EXAMPLES OF NON-LOAD-BEARING ELEMENTS

- Roof shingles, roof tiles, sheathing and underlayment
- Non-load-bearing walls, drywall and plaster
- Flooring and underlayment material
- Any type of exterior siding, stucco, brick and stone veneer, including but not limited to veneer attached to arches supported by internal framework
- Plumbing, electrical and mechanical systems
- Basement, garage and other interior floating ground-supported concrete slabs



Note: Your home may not have a basement

DESIGNATED LOAD-BEARING ELEMENTS

1. Roof framing systems
2. Load-bearing walls and partitions
3. Beams
4. Columns
5. Footings and foundation systems
6. Floor framing systems
7. Girders
8. Lintels (Not pictured)
9. Masonry arches (Not pictured)

Your structural warranty is for catastrophic failure of the **designated load-bearing elements**. Your structural warranty addresses **structural defects** caused by **soil movement** to the extent not otherwise excluded in this booklet. As set forth in *Section VII*, all of the following are required to qualify as a **structural defect**:

1. There must be **actual physical damage** to one or more of the **designated load-bearing elements** of your home.
2. The **actual physical damage** must be caused by the failure of a **designated load-bearing element**.
3. The failure of the designated load-bearing function of the element renders your home **unsafe**, **unsanitary** or otherwise **unlivable**.

SPECIFIC EXCLUSIONS THAT APPLY TO YOUR STRUCTURAL WARRANTY

In addition to the exclusions found in *Section VI.F*, your structural warranty does not cover loss or damage to:

1. Boundary walls, retaining walls or bulkheads, except to the extent such structures are necessary for the structural stability of the home.
2. Driveways, decks or porches, detached carports, outbuildings, fences, exterior recreational facilities, such as tennis courts or swimming pools or any other appurtenant structure or attachment to your home.



REPORTING A STRUCTURAL DEFECT CLAIM

All **structural defects** must be reported to the **warranty administrator** as soon as possible, but no later than 30 days after the expiration of the **warranty term** for your structural warranty. To report a **structural defect**, email warrantyadministration@2-10.com or call the **warranty administrator** at 855.429.2109. In addition, you must submit a $250 investigation fee (payable to the **warranty insurer**) to the **warranty administrator.** After you provide the **warranty administrator** with notice of your claim and the investigation fee, the **warranty administrator** will submit the claim to the **warranty insurer.** The investigation fee will be refunded to you if the **warranty insurer** determines you have a covered **structural defect**.

YOU WAIVE YOUR RIGHT TO COVERAGE UNDER THE STRUCTURAL WARRANTY IF STRUCTURAL DEFECTS ARE NOT REPORTED WITHIN THE TIME LIMITATIONS AS SET FORTH ABOVE.

SECTION V. YOUR RESPONSIBILITIES

As a condition precedent to the obligations of your **builder/seller** and/or the **warranty insurer** to address a **defect** or **structural defect**, you must perform all obligations required of you in this booklet, including but not limited to your obligations under this *Section V.* Your **builder/seller** and the **warranty insurer** are not responsible for any claims, losses or damages that arise from or relate to your failure to fulfill your obligations under this booklet.

A. ACCESS TO YOUR HOME

The **builder/seller**, **warranty insurer** and their respective agents will require access to your home in order to carry out their respective responsibilities under this booklet. You agree, upon receipt of advanced reasonable notice, to allow reasonable access to or within 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**. 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, you hereby waive any obligations of the **builder/seller** and **warranty insurer** to make repairs, replace or pay for any **defect** or **structural defect** under this warranty.

Additionally, the **builder/seller**, **warranty insurer** and their respective agents 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 60 days after the last claim decision concerning the claim that is the subject of the arbitration.

B. SUCCESSIVE OWNERS OF YOUR HOME

Your obligations and benefits provided in this booklet stay with your home and may be transferred to each subsequent owner of your home for the remainder of the applicable **warranty term**, if any. This means all of your rights and obligations under this booklet, up to the remaining amount of the **warranty limit**, if any, will transfer to a purchaser of your home, or any person who otherwise obtains title to your home, including any mortgagee in possession.

When you transfer your home, you agree to give copies of this booklet and the **Certificate of Warranty Coverage** to the acquirer of your home before the transfer of your home is completed, such that the new owner has a reasonable opportunity to understand the rights and obligations under this booklet. Each successive owner of the home is bound by all of the terms and conditions of this booklet, including but not limited to, the binding arbitration required by this warranty.

If you are a successive owner of the home, you will benefit from the express limited warranties set forth in this booklet, but in return, you are bound by all of the terms, conditions and exclusions in this booklet, including but not limited to, the procedures that must be followed to make a claim and the obligation to participate in arbitration set out in this warranty. To register the warranty in your name, please complete and mail the *Successive Homeowner Registration and Arbitration Acceptance Form* found in the back of this booklet to the **warranty administrator.**

C. EMERGENCY REPAIRS

For the purposes of this booklet, an emergency exists when there is a substantial risk of serious physical damage to the home or a substantial risk of 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 make reasonable efforts to contact your **builder/seller** or **warranty administrator** immediately for authorization to make emergency repairs. If you are unable to contact these parties, you must only take the reasonable and necessary steps to mitigate the emergency until authorization for more extensive repairs has been approved by your **builder/seller** or **warranty administrator**. Reasonable and necessary action may include temporary shoring, bracing or covering with protective material. After taking reasonable and necessary steps to mitigate the risk, report the emergency to your **builder/seller** or **warranty administrator** on the next business day.

D. SUBROGATION RIGHTS AND RELEASE OF LEGAL OBLIGATION FOLLOWING REPAIR

After the repair, replacement or payment for the repair of any **defect** or **structural defect**, you must provide a full and unconditional written release of the **builder/seller**, **warranty administrator**, **warranty insurer** and related parties, in recordable form, of all legal obligations with respect to the **defect** or **structural defect** and conditions arising from such **defect** or **structural defect**. Your **builder/seller** or **warranty insurer** shall have all subrogation rights to the extent of the costs related to any repair, replacement or payment under this booklet, to any rights you may have against any other person, with respect to the **defect** or **structural defect**, except there shall be no subrogation to or assignment of any rights that you may have against the **warranty insurer** and/or **warranty administrator**. You agree to perform any acts and execute any applicable documents that may be necessary for the **builder/seller**, **warranty administrator**, **warranty insurer** and/or related parties to secure and effectively enforce these rights of subrogation. You agree to refrain from taking any action that may prejudice these rights.

SECTION VI. IMPORTANT TERMS AND CONDITIONS THAT APPLY TO YOUR WARRANTY

A. THE LIMITS OF YOUR WARRANTY

Your **warranty limit** is the combined total aggregate financial obligation and liability of the **builder/seller** and **warranty insurer** for all claims, warranties and liability arising out of or otherwise relating to this booklet, including but not limited to liability related to **defects** and **structural defects**. All costs incurred by your **builder/seller** and/or the **warranty insurer** to repair or replace any **defect** or **structural defect** will be deducted from your **warranty limit**.

Coverage under this 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.

B. THE RIGHT TO REPAIR, REPLACE OR PAY FOR DEFECTS AND/OR STRUCTURAL DEFECTS

The **builder/seller** (or if the **builder/seller** is unable or unwilling, then the **warranty insurer**) shall have the right to repair, replace or pay you the reasonable cost of repair of any **defect**. The **warranty insurer** shall have the right to repair, replace or pay you the reasonable cost of repair of any **structural defect**. The design, method and manner of such repair, and the option to repair, replace or pay, shall be within the sole and absolute discretion of: (a) the **builder/seller** in respect of a **defect** (or if the **builder/seller** is unable or unwilling to address a **defect**, then the **warranty insurer**), or (b) **warranty insurer** in respect of a **structural defect**. No repair shall extend any **warranty term**, including without limitation, the **warranty term** applicable to the **defect** or **structural defect** that was the subject of the repair.

Repairs of a **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. The repair of a **structural defect** is limited to:

1. The repair of damage to **designated load-bearing elements** of the home to the extent necessary to restore their load-bearing ability.
2. The repair of non-**designated load-bearing elements**, items or systems of the home to the extent such items were damaged by the **structural defect** and make the home **unsafe**, **unsanitary** or otherwise **unlivable** (such as the repair of inoperable windows and doors and the restoration of functionality of damaged electrical, plumbing, heating, cooling and ventilating systems).
3. The repair and cosmetic correction of only those surfaces, finishes and coverings that are original with the home and were (a) damaged by the **structural defect**, or (b) displaced or damaged in connection with repairs related to the **structural defect**.

C. INDIANA RESIDENTS

If your home is located in the State of Indiana, then the workmanship warranty set forth in *Section II* is hereby amended so that: (a) the **warranty term** for the workmanship warranty (excluding the roof on your home) is 2 years, and (b) the **warranty term** for the workmanship warranty for the roof on your home is 4 years. All other provisions of this booklet remain the same.

D. HOMES WITH ORIGINAL FHA/VA FINANCING

If you are the original owner of your home and you still have the original FHA or VA financing you used to purchase your home, then the provisions of this booklet are hereby amended as follows:

1. Roof sheathing is a **designated load-bearing element** under your structural warranty.
2. If the **warranty insurer** makes a cash payment to you, then the **warranty insurer** will make such payment jointly to you and your mortgagee. You must provide the name and address of your mortgagee, the FHA or VA case number and

the loan number when you file a claim with respect to a home with an FHA/VA financed mortgage.

3. Termite damage shall be covered for 1 year from the **effective date of warranty**.
4. The **effective date of warranty** is the date of closing of the original FHA or VA financing used to purchase your home.

E. MULTI-FAMILY BUILDINGS

If your home is located in a **multi-family building**, then these additional provisions apply:

1. The **common elements** of your **multi-family building** will be free from: (a) **defects** in workmanship during the **common elements warranty term** for workmanship; (b) **defects** in the electrical, plumbing and mechanical distribution systems during the **common elements warranty term** for distribution systems; and (c) **structural defects** in **designated load-bearing elements** during the **common elements warranty term** for **structural defects**. Each **warranty term** applicable to the **common elements** begins on the **common element effective date of warranty**. As such, the **warranty term** applicable to **defects** or **structural defects** concerning **common elements** may expire before the **warranty term** applicable to **defects** or **structural defects** concerning your home.
2. Claims for **defects** or **structural defects** concerning **common elements** must be filed by the entity governing the **multi-family building** containing your home. To file a claim, send an email to warrantyadministration@2-10.com or call the **warranty administrator** at 855.429.2109. Under the structural warranty, the maximum claim investigation fee is $250 per unit in the building or $5,000 per building, whichever is less. If the **structural defect** claim is accepted by the **warranty insurer**, the claim investigation fee will be refunded.
3. You agree, upon reasonable notice from the **builder/seller**, **warranty insurer** or their respective representatives, to allow reasonable access to or within your home during normal business hours so repairs can be made to any adjacent space, residence or **common element**. If emergency repairs are necessary and you cannot be reached within a **reasonable time** period, you waive such notice.
4. The aggregate **warranty limit** for all **common elements** in a **multi-family building** is equal to the aggregate remaining **warranty limit** for all dwellings in the **multi-family building** that have a valid **Certificate of Warranty Coverage** with an unexpired **warranty term**. In the event that one or more dwellings in the **multi-family building** do not have a **Certificate of Warranty Coverage** or do not have a **Certificate of Warranty Coverage** with an unexpired **warranty term**, then the aggregate **warranty limit** for all **common elements** shall be reduced pro-rata, based upon the ratio of the aggregate original sale price of all dwellings having a **Certificate of Warranty Coverage** with an unexpired **warranty term**, divided by the total original sales price of all dwellings in the **multi-family building**. All costs incurred by the **builder/seller** and/or the **warranty insurer** to repair or replace any **defect** or **structural defect** concerning a **common element** will be deducted on a pro-rata basis from the remaining **warranty limit** for each dwelling in the **multi-family building** with **Certificate of Warranty Coverage** with an unexpired **warranty term**, based upon the proportion of the original sales price of each such dwelling, divided by the total aggregate original sales price of all such dwellings.
5. If your home is in a **multi-family building** served by a **detached structure**, and if all dwellings within each **multi-family building** served by that **detached structure** was issued a **Certificate of Warranty Coverage**, then your **builder/seller** agrees that each such **detached structure** will be free from: (a) **defects** in workmanship during **warranty term** for workmanship; (b) **defects** in the electrical, plumbing and mechanical distribution systems during **warranty term** for distribution systems; and (c) **structural defects** in **designated load-bearing elements** during the **warranty term** for **structural defects**. The aggregate **warranty limit** for each **detached structure** is equal to the aggregate remaining **warranty limit** for all dwellings that have a valid **Certificate of Warranty Coverage** with an unexpired **warranty term** in each **multi-family building** served by the **detached structure**, divided by the total number of **detached structures** serving each **multi-family building**. The **effective date of warranty** for a **detached structure** is the earliest of the date the **detached structure** was first put into use or the date that the certificate of occupancy was issued. All costs incurred by the **builder/seller** and/or the **warranty insurer** to repair or replace any **defect** or **structural defect** concerning a **detached structure** will be deducted on a pro-rata basis from the remaining **warranty limit** for each dwelling with **Certificate of Warranty Coverage** with an unexpired **warranty term** in the **multi-family buildings** served by the **detached structure**, based upon the proportion of the original sales price of each such dwelling, divided by the total aggregate original sales price of all such dwellings.

F. EXCLUSIONS

Your **builder/seller** and the **warranty insurer** shall have no liability, obligation or responsibility relating to, arising from or in any way concerning any of the following items, each of which are specifically excluded under this booklet:

1. Any damage, loss or costs incurred by you in connection with any of the following:
   a. A **defect** or **structural defect** that first occurs outside of the applicable **warranty term**, including but not limited to "walk-through" or "punch list" items that were identified prior to the **effective date of warranty**.
   b. Any condition that has not resulted in observable or measurable physical damage to your home.
   c. The diminished market value of your home resulting from a **defect**, **structural defect** or the repair of a **defect** or **structural defect**.
   d. Shelter, transportation, food, moving, storage or any other costs due to loss of use, inconvenience or annoyance arising from any **defect**, **structural defect** or the repair of a **defect** or **structural defect**.

e. Land, personal property, additions or alterations to your home not included with the original sale of the home to you by the **builder/seller**, or any real or personal property that you do not own.

f. Removal, repair or replacement of landscaping, including but not limited to grass, sod, shrubs, trees or lawn irrigation systems.

g. Removal, repair or replacement of an improvement, fixture or property not constructed or provided to you by the **builder/seller** that is required to complete the repair of a **defect** or **structural defect**.

h. Except for legitimate emergency repairs, any repair of a **defect** that was not expressly authorized in writing by the **builder/seller** (or if the **builder/seller** is unable or unwilling to repair a **defect** any repair of a **defect** that was not expressly authorized in writing by the **warranty insurer**), or any repair of a **structural defect** that was not expressly authorized in writing by the **warranty insurer**.

i. Bodily injury or personal injury of any kind, including but not limited to physical or mental pain and suffering and emotional distress and any medical or hospital expenses.

j. Attorney fees, cost of investigations, witness fees, testimony or any other related costs or expenses you incur as a result of a **defect**, **structural defect** or the repair of a **defect** or **structural defect**.

2. Any damage, loss or cost that is caused or made worse by any of the following causes (whether acting alone or in sequence or concurrence with any other cause whatsoever):

a. Your failure to give any notice required in this booklet.

b. Your failure to minimize or mitigate any defect, condition, loss or damage.

c. Improper maintenance, abuse or use of your home for non-residential purposes.

d. Any failure of your **builder/seller** to: (i) complete the construction of your home; (ii) construct your home in a manner that is compliant with the plans and specifications for your home; or (iii) comply with all local or national building codes, ordinances or standards applicable to the construction of your home.

e. Negligence, defective material or work supplied by anyone other than your **builder/seller** or its employees, agents or subcontractors.

f. Change of the grading of the ground around or near your home when such change does not comply with the accepted grading practices in your area, or the failure to maintain the original grade around your home.

g. Any peril or occurrence for which compensation is available to you from any local, state or federal governing body or public fund.

h. Earth or **soil movement** caused by earthquake, volcanic eruption, sinkhole, mineshaft, avalanche, landslide, mudflow or other geological phenomena involving subsurface slope instability.

i. Buried debris, underground spring or any other subsurface anomaly in a building site you provided.

j. Changes in the level of the underground water table below or near your home due to aquifer depletion on a region-wide basis.

k. Continuous, prolonged or repeated contact with water, moisture or other liquids resulting in mold, mildew, fungi, rot, decay, corrosion or other gradual deterioration, delamination, adhesive or cohesive failure, weakening or deformation of wood products or any other material.

l. Discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal pollutant, irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste, including any claim of health risk or inhabitability based on any of the foregoing.

m. War, terrorism, riot or civil commotion, vandalism or governmental action such as the destruction, confiscation or seizure of covered property by any governmental or public authority.

n. A weather event, such as a hurricane, tornado, windstorm, rainstorm, tidal wave, flood, hail, snow, ice storm or lightning.

o. Birds, vermin, rodents, animals, pets, plants or insects, including but not limited to termites.

p. Fire, smoke, explosion or blasting.

q. Falling trees or other falling or moving objects, including but not limited to aircraft or vehicles.

r. Flooding caused by sudden water escape from pipes, vessels or fixtures.

3. Appliances and manufactured items, including but not limited to, heating, ventilation and mechanical equipment (except to the extent specifically addressed in the **Construction Performance Guidelines**) or any other item covered by a manufacturer's warranty, and a deficiency in any distribution system caused by the failure of any such appliance or manufactured item. Your **builder/seller** hereby assigns to you any rights of the **builder/seller** under the manufacturer's warranties provided to the **builder/seller** (if any), with respect to any of the appliances and items of equipment included in your home.

G. DISPUTE RESOLUTION WITH BINDING ARBITRATION AND CLASS ACTION WAIVER

You, the **builder/seller**, the **warranty insurer** and the **warranty administrator** (each an "Arbitration Party" and collectively the "Arbitration Parties") each hereby agree that every claim, complaint, controversy or dispute among two or more Arbitration Parties that arises out of, relates to or otherwise concerns this booklet or the home (a "Dispute") shall exclusively be resolved by binding arbitration and not by a judge or jury. Each arbitration shall be conducted by DeMars & Associates, Ltd. ("DeMars") or Construction Dispute Resolution Services, LLC ("CDRS"). The choice of DeMars or CDRS shall be made by the Arbitration Party who files the Dispute with DeMars or CDRS. In the event DeMars and CDRS are unavailable or unwilling to conduct the arbitration, then the Arbitration Parties agree that the **warranty administrator** shall select the arbitration service provider. The Arbitration Parties each agree to be bound by any and all rules published by the arbitration service provider conducting the arbitration that apply to the Dispute. If you are involved in the arbitration, then the arbitration hearing shall take

place in your home, unless the arbitrator agrees to an alternative location. All administrative fees of the arbitration service conducting the arbitration and the fees of the arbitrator shall be allocated to the Arbitration Parties as provided in the rules the arbitration service, subject to the discretion of the arbitrator to reallocate such fees in the interests of justice. If the rules of the arbitration service conducting the arbitration do not allocate such fees, then the administrative and initial filing fees of the arbitration service shall be paid by the Arbitration Party who files the Dispute, with any additional fees being allocated among the Arbitration Parties at the arbitrator's discretion.

The arbitration provision of this *Section VI.G* covers Disputes based upon contract, tort, consumer rights, fraud and other intentional torts, negligence, constitution, statute, regulation, ordinance, common law and equity. A demand for arbitration shall be made within a **reasonable time** after the Dispute has arisen, but in no event after the date when institution of legal or equitable proceedings would be barred by the applicable statute of limitations. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. The Arbitration Parties each agree that the provisions of this *Section VI.G* involves and concerns interstate commerce and that the interpretation of this *Section VI.G* shall be governed by the Federal Arbitration Act (9 U.S.C. § 1, et seq.), to the exclusion of any different or inconsistent federal, state or local law, ordinance or judicial rule. The arbitration provision in this *Section VI.G* is self-executing. Any disputes concerning the interpretation or enforceability of this *Section VI.G*, including without limitation, its revocability or voidability for any cause, the scope of arbitral issues and any defense based upon waiver, estoppel or laches shall be decided solely by the arbitrator.

The prevailing party in any court action brought for the enforcement or interpretation of the arbitration provision of this *Section VI.G* shall be entitled to receive from the losing party a reasonable sum for its attorneys' fees and costs, in addition to any other relief to which it may be entitled.

You hereby agree that you will only bring a Dispute in your individual capacity, and not as a plaintiff or class member in any purported class, multiple plaintiff, collective, representative or similar proceeding (each a "Class Action"). You expressly agree to not maintain any Class Action in any forum. Instead you agree to have each and every Dispute decided individually through arbitration. Claims cannot be consolidated in arbitration unless the Arbitrating Parties agree in writing.

SECTION VII. WORDS WITH SPECIAL MEANING

"**Actual physical damage**" means observable or measurable damage to a load-bearing element as a result of bending, cracking, buckling, crushing, dislocation or distortion of such load-bearing element. Damage that is not seen but is supposed, inferred or predicted is not **actual physical damage**.

"**Associated symptoms of distress**" means your home has one or more of the following conditions of distress: doors or windows that stick, bind or will not operate as intended; noticeable floor slopes; slope in cabinets, countertops, tubs, showers or other horizontal surfaces; separation of building materials or framing members; buckling of attached finish materials.

"**Builder/Seller**" means the home builder or seller listed on the **Certificate of Warranty Coverage**, and is the person or entity providing you with the express limited warranties described in this booklet. **Builder/Seller** is responsible for all obligations related to your workmanship warranty and distribution systems warranty.

"**Certificate of Warranty Coverage**" is the document issued by the **warranty administrator** confirming that your **builder/seller** took all steps required to enroll your home into the 2-10 HBW New Home Warranty Program and confirms your eligibility to receive the benefits of the express limited warranties described in this booklet during the applicable **warranty term**.

"**Common element**" means all parts of a condominium or common interest building other than the interior of your home. **Common elements** may include fitness facilities, hallways, lobbies, stairways and shared electrical, plumbing and mechanical distribution systems.

"**Common element effective date of warranty**" means the earlier of the date a certificate of occupancy is issued for the **multi-family building** or the date a dwelling unit in the building was 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 VIII*, which the home, element or component must satisfy.

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

"**Detached structure**" is a building that is not attached to the **multi-family building**, such as club houses, daycare, fitness centers or parking structures, but is still owned in common by the **multi-family building** association or unit owners and is designated for common use by the owners of the dwellings within the **multi-family building**.

"**Designated load-bearing elements**" are load-bearing walls and partitions, footings and foundations systems, beams, girders, lintels, masonry arches, columns, roof framing systems and floor framing systems.

"**Effective date of warranty**" means the date the express limited warranties described in this booklet each goes into effect. The date will be the earliest of either (1) the closing date on which you obtained ownership of the home, or (2) the date anyone first began living in the home if before your closing date.

"**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** and **common elements**.

"**Reasonable time**" is the amount that is fairly necessary to do whatever is required to be done, as soon as circumstances permit. Circumstances include, but are not limited to weather, material availability, nature of deficiency and **builder/seller's** service policies.

"**Soil movement**" means subsidence or expansion of soil caused by shrinkage, swelling or consolidation.

"**Structural defect**" is defined as **actual physical damage** to one or more **designated load-bearing element** of the home caused by failure of such load-bearing element that affects their load-bearing functions to the extent your home becomes **unsafe**, **unsanitary** or otherwise **unlivable**.

"**Unsafe**" means **actual physical damage** that results in a structural hazard wherein one or more **designated load-bearing elements** can no longer safely carry design loads.

"**Unsanitary**" means **actual physical damage** that results in your home being unfit for occupancy due to the intrusion of harmful environmental elements.

"**Unlivable**" means **actual physical damage** with one or more **associated symptom of distress** caused by post-construction movement resulting in either:

- Deflection greater than 1 inch in 30 feet (also expressed as deflection greater than 0.28%) when measured over the entire length, width or diagonal of your home. Deflection is the vertical displacement of the foundation or floor framing system due to bending either upward or downward. It is calculated as the vertical distance between a point on the deflected surface and a straight line that connects the end points. The minimum length used for determining deflection along a diagonal line is 20 feet. Unless there is an authoritative as-built elevation survey of your home, the calculation of deflection will allow for an additional half inch of deflection in the deflecting span; or
- Tilt in excess of 1% when measured over the entire length, width or diagonal of your home. Tilt is a slope in intended level foundation and floor surfaces. It is calculated as the difference in elevation of opposite end points of a horizontal span, divided by the distance between the points. The minimum length used for determining tilt along a diagonal line is 20 feet.

"**Warranty**" or collectively "**Warranties**" means the express limited workmanship, distribution systems and structural warranties set forth in this booklet provided to you by the **builder/seller**.

"**Warranty administrator**" means Home Buyers Warranty Corporation. The **warranty administrator** is the creator and administrator of the 2-10 HBW New Home Warranty Program and is available to answer any questions you may have about the express limited warranties provided to you by your **builder/seller** under this booklet.

"**Warranty insurer**" is the third-party insurance provider for your warranty and is responsible for all obligations related to your structural warranty. The **warranty insurer** is also responsible for the obligations related to your workmanship and distribution systems warranties, but only in the event that your **builder/seller** is unable or unwilling to perform these obligations.

"**Warranty limit**" is equal to the final sales price of the home, as identified on the *Application for Home Enrollment* on record with the **warranty administrator** when the final sales price includes 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 the calculation was performed on the *Application for Home Enrollment*. The dollar amount of your **warranty limit** will be stated on your **Certificate of Warranty Coverage**.

"**Warranty term**" means the period of time during which the workmanship, distribution systems and structural warranties are effective. Each **warranty term** starts on the **effective date of warranty** or **common element effective date of warranty**. The duration of each **warranty term** for each of the workmanship, distribution systems and structural warranties is indicated on your **Certificate of Warranty Coverage**.

"**You**," "**your**" and similar words means the person or persons who are the legal owners of the home covered by the express limited warranties described in this booklet.

SECTION VIII. CONSTRUCTION PERFORMANCE GUIDELINES

A. WORKMANSHIP AND DISTRIBUTION SYSTEMS WARRANTIES

The following **Construction Performance Guidelines** apply only to the workmanship and distribution systems warranties and represent the standards of construction quality your home should meet. Items that fail to meet these **Construction Performance Guidelines** require corrective action by your **builder/seller.** Your **builder/seller** will make a good faith effort to match and replace with your original choice of colors and materials, except where you custom-ordered the items. Your **builder/seller** cannot be responsible for discontinued items, changes in dye lots, colors or patterns, items ordered outside of the original construction or normal wear and deterioration.

The **Construction Performance Guidelines** in this booklet are based on the *National Association of Home Builders Residential Construction Performance Guidelines, Fifth (5th) Edition*.

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 WORKMANSHIP WARRANTY COVERAGE

1. SITEWORK

1.1 GRADING

Deficiency	**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.**
Construction Performance Guidelines	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**.
Builder/Seller Responsibility	If **builder/seller** has provided final grading, **builder/seller** shall fill settled areas affecting proper drainage, one time only, during the workmanship **warranty term**. You are responsible for removal and replacement of shrubs and other landscaping affected by placement of the fill.
Exclusions	None.

1.2 DRAINAGE

Deficiency	**Improper surface drainage.**
Construction Performance Guidelines	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 Responsibility	Initially establish 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.
Exclusions	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.
Deficiency	**Soil Erosion.**
Construction Performance Guidelines	None. No coverage.
Builder/Seller Responsibility	None. **Builder/Seller** is not responsible for soil erosion due to acts of God, weather conditions, property alterations by you, construction on adjacent properties, utility company's work or other conditions beyond the **builder/seller's** control.
Exclusions	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.
Deficiency	**Grassed or landscaped areas that are disturbed or damaged due to work performed by builder/seller on the property in correcting a deficiency.**
Construction Performance Guidelines	Landscaped areas that are disturbed during repair work are deficiencies.
Builder/Seller Responsibility	Restore grades, seed and landscape to meet original condition. **Builder/Seller** is not responsible for grassed or landscaped areas that are damaged by others, including any work performed by public or private utility companies.
Exclusions	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.

2. FOUNDATION AND CONCRETE

2.1 CAST-IN-PLACE CONCRETE

Deficiency	**Basement or foundation wall cracks, other than expansion or control joints.**
Construction Performance Guidelines	Concrete cracks greater than 1/4 inch in width, or that allow exterior water to leak into basement, are deficiencies.
Builder/Seller Responsibility	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.
Exclusions	Shrinkage cracks are not unusual and are inherent in the concrete curing process.
Deficiency	**Cracking of basement floor.**
Construction Performance Guidelines	Minor cracks in concrete basement floors are common. Cracks exceeding 1/4 inch in width or 3/16 inch in vertical displacement are deficiencies.
Builder/Seller Responsibility	Repair cracks exceeding maximum tolerance by surface patching, or other methods, as required.
Exclusions	None.
Deficiency	**Cracking of attached garage floor slab.**
Construction Performance Guidelines	Cracks in concrete garage floor greater than 3/16 inch in width or 3/16 inch in vertical displacement are deficiencies.
Builder/Seller Responsibility	Repair excessive cracks in the slab by filling, chipping out and surface patching or other suitable method to meet the **Construction Performance Guidelines**. Repaired area may not match the existing floor in color and texture.
Exclusions	**Builder/Seller** is not responsible for failure to match existing floor in color and texture due to the nature of the material.
Deficiency	**Settlement, heave or separation of garage floor slab.**
Construction Performance Guidelines	Concrete garage floor should not settle, heave or separate in excess of 1 inch from the structure.
Builder/Seller Responsibility	Make a reasonable and cost effective effort to meet the **Construction Performance Guidelines**.
Exclusions	None.
Deficiency	**Cracks in concrete slab-on-grade floors, with finish flooring.**
Construction Performance Guidelines	Cracks that rupture or significantly impair the appearance or performance of the finish flooring material are deficiencies.
Builder/Seller Responsibility	Repair cracks as required so as not to be apparent when the finish flooring material is in place. Repair or replace finish flooring.
Exclusions	None.
Deficiency	**Uneven concrete floor slabs.**
Construction Performance Guidelines	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 of unevenness exceeding 3/8 inch in 32 inches.
Builder/Seller Responsibility	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.
Exclusions	None.

2.1 CAST-IN-PLACE CONCRETE CONTINUED

Deficiency	**Interior concrete work is pitting, scaling or spalling.**
Construction Performance Guidelines	Interior concrete surfaces that disintegrate to the extent that aggregate is exposed and loosened under normal conditions of use are deficiencies.
Builder/Seller Responsibility	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.
Exclusions	None.
Deficiency	**Efflorescence is present on surface of basement floor.**
Construction Performance Guidelines	None. No coverage.
Builder/Seller Responsibility	None. This is a normal condition.
Exclusions	None.
Deficiency	**Separation of brick or masonry edging from concrete slab or step.**
Construction Performance Guidelines	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.
Builder/Seller Responsibility	Grout crack fully and reset loose masonry where required. Replacement of masonry material, if required, shall match the existing as closely as possible.
Exclusions	None.
Deficiency	**Settling, heaving or separation of stoops and steps.**
Construction Performance Guidelines	Stoops and steps that have settled, heaved or separated in excess of 1 inch from home are a deficiency.
Builder/Seller Responsibility	Make a reasonable and cost effective effort to meet the **Construction Performance Guidelines**.
Exclusions	None.

2.2 CONSTRUCTION AND CONTROL JOINTS

Deficiency	**Separation or movement of concrete slabs within the structure at construction and control joints.**
Construction Performance Guidelines	None. No coverage.
Builder/Seller Responsibility	None.
Exclusions	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)

Deficiency	**Cracks in masonry, brick or stone veneer.**
Construction Performance Guidelines	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 Responsibility	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.
Exclusions	None.

3.1 UNIT MASONRY (BRICK, BLOCK AND STONE) CONTINUED

Deficiency	**Cracks in concrete block basement walls.**
Construction Performance Guidelines	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 Responsibility	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.
Exclusions	None.

Deficiency	**Concrete block basement wall is bowed.**
Construction Performance Guidelines	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 Responsibility	Repair basement walls that are bowed in excess of 1 inch in 8 feet.
Exclusions	None.

3.2 STUCCO AND CEMENT PLASTER

Deficiency	**Cracking or spalling of stucco and cement plaster.**
Construction Performance Guidelines	Hairline cracks in stucco or cement plaster are common especially if applied directly to masonry backup. Cracks greater than 1/8 inch in width or spalling of the finish surfaces are deficiencies.
Builder/Seller Responsibility	Scrape out cracks and spalled areas, one time only, during the workmanship **warranty term**. Fill with cement plaster or stucco to match finish and color as close as possible.
Exclusions	**Builder/Seller** is not responsible for failure to match color or texture due to the nature of material.

Deficiency	**Separation of coating from base on exterior stucco wall.**
Construction Performance Guidelines	The coating shall not separate from the base on an exterior stucco wall.
Builder/Seller Responsibility	Repair areas where the coating has separated from the base.
Exclusions	**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

Deficiency	**Wood subfloor squeaks or seems loose.**
Construction Performance Guidelines	Loud and objectionable squeaks caused by improper installation or loose subfloor are deficiencies, but a totally squeak-proof floor cannot be guaranteed.
Builder/Seller Responsibility	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.
Exclusions	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. The **Construction Performance Guidelines** require 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.

Deficiency	**Uneven wood framed floors.**
Construction Performance Guidelines	Wood floors shall not have more than a 1/4 inch ridge or depression within any 32 inch measurement.
Builder/Seller Responsibility	Correct or repair to meet the **Construction Performance Guidelines**.
Exclusions	None.

ITEMS COVERED UNDER THE WORKMANSHIP WARRANTY COVERAGE

4.1 PLYWOOD AND JOISTS CONTINUED

Deficiency	**Bowed stud walls or ceilings.**
Construction Performance Guidelines	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.
Builder/Seller Responsibility	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**.
Exclusions	None.
Deficiency	**Wood frame walls out of plumb.**
Construction Performance Guidelines	Wood frame walls that are more than 3/8 inch out of plumb for any 32 inch vertical measurement are a deficiency.
Builder/Seller Responsibility	Make necessary repairs to meet the **Construction Performance Guidelines**.
Exclusions	None.
Deficiency	**Wood beam or post is split.**
Construction Performance Guidelines	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 Responsibility	Repair or replace as required. Filling splits is acceptable to have structural members meet the guideline.
Exclusions	Some characteristics of drying wood are beyond the control of the **builder/seller** and cannot be prevented.
Deficiency	**Exterior sheathing and subflooring that delaminates or swells.**
Construction Performance Guidelines	Sheathing and subflooring delaminating or swelling on the side that the finish material has been applied is a deficiency.
Builder/Seller Responsibility	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.
Exclusions	None.
Deficiency	**Wood floor is out of square.**
Construction Performance Guidelines	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 Responsibility	Make necessary modifications to any floor not complying with the **Construction Performance Guidelines**.
Exclusions	None.

4.2 FINISH CARPENTRY

Deficiency	**Unsatisfactory quality of finished exterior trim and workmanship.**
Construction Performance Guidelines	Joints in excess of 1/4 inch between exterior trim elements and siding or masonry are deficiencies. In all cases, the exterior trim abutting masonry siding shall be capable of performing its function to exclude the elements.
Builder/Seller Responsibility	Repair open joints and touch up finish coating, where required, to match existing as closely as possible. Caulk open joints between dissimilar materials.
Exclusions	None.
Deficiency	**Unsatisfactory quality of finished interior trim and workmanship.**
Construction Performance Guidelines	Joints between moldings and adjacent surfaces that exceed 1/8 inch in width are deficiencies.
Builder/Seller Responsibility	Repair defective joints and touch up finish coating, where required, to match as closely as possible. Caulking is acceptable.
Exclusions	None.

4.2 FINISH CARPENTRY CONTINUED

Deficiency	**Interior trim is split.**
Construction Performance Guidelines	Splits, cracks and checking greater than 1/8 inch in width are deficiencies.
Builder/Seller Responsibility	Repair the affected area to meet the **Construction Performance Guidelines**, one time only, during the workmanship **warranty term**. Refinished or replaced areas may not match surrounding surfaces exactly.
Exclusions	None.

Deficiency	**Hammer marks visible on interior trim.**
Construction Performance Guidelines	Hammer marks on interior trim shall not be readily visible from a distance of 6 feet under normal lighting conditions.
Builder/Seller Responsibility	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.
Exclusions	None.

Deficiency	**Exposed nail heads in woodwork.**
Construction Performance Guidelines	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.
Builder/Seller Responsibility	Fill nail holes, where required, and if necessary touch up paint, stain or varnish to match as closely as possible.
Exclusions	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.

5. THERMAL AND MOISTURE PROTECTION

5.1 WATERPROOFING

Deficiency	**Leaks in basement or in foundation/crawl space.**
Construction Performance Guidelines	Leaks resulting in actual trickling of water through the walls or seeping through the floor are deficiencies.
Builder/Seller Responsibility	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.
Exclusions	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

Deficiency	**Insufficient insulation.**
Construction Performance Guidelines	Insulation that is not installed around all habitable areas as required by prevailing building code is a deficiency.
Builder/Seller Responsibility	Install insulation of sufficient thickness and characteristics to meet the prevailing building code. 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**.
Exclusions	None.

5.2 INSULATION CONTINUED

Deficiency	**Sound transmission between rooms, floor levels, adjoining condominium units in a building or from the street into home.**
Construction Performance Guidelines	None. No coverage.
Builder/Seller Responsibility	None.
Exclusions	None.

5.3 VENTILATION AND MOISTURE CONTROL

Deficiency	**Water accumulates in a crawl space.**
Construction Performance Guidelines	Crawl spaces should be graded and proper exterior foundation drains installed as required by the prevailing building codes to prevent water from accumulating. Standing water in more than 20 percent of the crawl space or more than 4 inches deep in any contiguous area of 16 square feet, is a deficiency.
Builder/Seller Responsibility	Take corrective measures to meet the **Construction Performance Guidelines**.
Exclusions	**Builder/Seller** is not responsible for water accumulation caused by failure by you to maintain the properly established grades, drainage structures and swales or improper landscaping practices by you.
Deficiency	**Condensation is evident on the vented crawl space surfaces.**
Construction Performance Guidelines	**Builder/Seller** will install the ventilation and vapor barrier required by the prevailing building code.
Builder/Seller Responsibility	Take corrective actions to meet the **Construction Performance Guidelines**. If the crawl space is ventilated as required by applicable building codes, then no corrective action is required.
Exclusions	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.
Deficiency	**Inadequate ventilation or moisture control in attics or roofs.**
Construction Performance Guidelines	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 Responsibility	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.
Exclusions	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.
Deficiency	**Attic vents or louvers leak.**
Construction Performance Guidelines	Attic vents and louvers shall not leak.
Builder/Seller Responsibility	Repair or replace the roof vents as necessary to meet the **Construction Performance Guidelines**.
Exclusions	Infiltration of wind-driven rain and snow are not considered leaks and are beyond the control of the **builder/seller**.
Deficiency	**Bath or kitchen exhaust fans improperly vented into attic.**
Construction Performance Guidelines	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 Responsibility	Vent exhaust fans to the outside to correct deficiencies.
Exclusions	None.

5.4 SEALANTS

Deficiency	**Water or air leaks in exterior walls due to inadequate caulking.**
Construction Performance Guidelines	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.
Builder/Seller Responsibility	Repair and/or caulk joints in exterior wall surfaces. Correct one time only during the workmanship **warranty term**.
Exclusions	You must maintain caulking once the condition is corrected.

5.5 EXTERIOR SIDING

Deficiency	**Delamination or splitting of exterior siding.**
Construction Performance Guidelines	Exterior siding that delaminates or splits wider than 1/8 inch and longer than 1 inch are deficiencies.
Builder/Seller Responsibility	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.
Exclusions	Delaminated or split siding due to your actions or neglect, such as delamination caused by sprinkler system repeatedly wetting siding, is not a deficiency.
Deficiency	**Loose or fallen siding.**
Construction Performance Guidelines	All siding that is not installed properly, which causes some to come loose or fall off, is a deficiency.
Builder/Seller Responsibility	Reinstall or replace siding and make it secure.
Exclusions	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.
Deficiency	**Siding is bowed.**
Construction Performance Guidelines	Bows exceeding 1/2 inch in 32 inches are deficiencies.
Builder/Seller Responsibility	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.
Exclusions	Bowed siding due to your actions or neglect, such as bowing caused by sprinkler system repeatedly wetting siding is not a deficiency.
Deficiency	**Aluminum or vinyl siding is bowed or wavy.**
Construction Performance Guidelines	Some waviness in aluminum or vinyl siding is expected. Waves or similar distortions in aluminum or vinyl siding are considered excessive only if they exceed 1/2 inch in 32 inches.
Builder/Seller Responsibility	Correct any waves or distortions to comply with the **Construction Performance Guidelines** by reinstalling or replacing siding as necessary.
Exclusions	**Builder/Seller** is not responsible for distorted or melted vinyl siding due to an external heat source, such as a barbeque grill, fire or reflection from glass doors or windows.
Deficiency	**Exterior siding is faded.**
Construction Performance Guidelines	Any color siding when exposed to ultraviolet rays of the sun will fade. Panels installed on the same wall, and under the same conditions, should fade at the same approximate rate.
Builder/Seller Responsibility	None.
Exclusions	**Builder/Seller** is not responsible for fading siding. You should contact the manufacturer with questions or claims regarding changes in color of exterior siding. Siding that is shaded differently from the rest of the wall, such as under shutters or behind vegetation, may show color and fade variations.

5.5 EXTERIOR SIDING CONTINUED

Deficiency	**Exterior siding trim is loose.**
Construction Performance Guidelines	Trim should not separate from the home by more than 1/4 inch.
Builder/Seller Responsibility	Reinstall trim as necessary to meet the **Construction Performance Guidelines**.
Exclusions	Vinyl siding and accessories should not be caulked in most circumstances, as caulking could impact the product's contraction and expansion characteristics.
Deficiency	**Nails have stained siding.**
Construction Performance Guidelines	Nail stains exceeding 1/2 inch in length and visible from a distance of 20 feet are deficiencies.
Builder/Seller Responsibility	Correct by either removing stains, painting or staining the affected area, matching 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.
Exclusions	"Natural weathering" or semitransparent stains are excluded from coverage.

5.6 ROOFING

Deficiency	**Roof shingles have blown off.**
Construction Performance Guidelines	Shingles shall not blow off in winds less than the manufacturer's standards or specifications.
Builder/Seller Responsibility	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.
Exclusions	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 the shingle manufacturer's warranty for specifications, standards and manufacturer's warranty responsibility if shingles blow off in higher wind speeds.
Deficiency	**Defective shingles.**
Construction Performance Guidelines	None. No coverage.
Builder/Seller Responsibility	None.
Exclusions	Manufacturing **defects** in shingles are not covered under the limited warranty. You should consult the shingle manufacturer's warranty for specifications, standards and manufacturer's warranty responsibility.
Deficiency	**Standing water on built-up roofs.**
Construction Performance Guidelines	Water shall drain from a flat or low pitched roof within 24 hours of a rainfall.
Builder/Seller Responsibility	Take corrective action to assure proper drainage of the roof.
Exclusions	Minor ponding or standing of water is not considered a deficiency.

5.7 SHEET METAL

Deficiency	**Gutters and downspouts leak.**
Construction Performance Guidelines	Gutters and downspouts that leak are deficiencies.
Builder/Seller Responsibility	Repair leaks in gutters and downspouts.
Exclusions	None.

5.7 SHEET METAL CONTINUED

Deficiency	**Water remains in gutters after rain.**
Construction Performance Guidelines	Small amounts of water may remain in some sections of the gutter for a short time after a rain. Standing water in gutters shall not exceed 1/2 inch in depth.
Builder/Seller Responsibility	Repair gutters to assure proper drainage.
Exclusions	You are responsible for keeping gutters and downspouts free from debris that would obstruct drainage.

6. DOORS AND WINDOWS

6.1 DOORS: INTERIOR AND EXTERIOR

Deficiency	**Warpage of interior or exterior doors.**
Construction Performance Guidelines	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.
Builder/Seller Responsibility	Repair or replace as may be required. New doors to be refinished to match the original as closely as possible.
Exclusions	None.
Deficiency	**Door binds against jamb, head of doorframe or does not lock.**
Construction Performance Guidelines	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.
Builder/Seller Responsibility	Adjust door and keeper to operate freely.
Exclusions	Wood doors may stick during occasional periods of high humidity.
Deficiency	**Door panels shrink and expose bare wood.**
Construction Performance Guidelines	None. No coverage.
Builder/Seller Responsibility	None.
Exclusions	Door panels will shrink due to the nature of the material, exposing bare wood at the edges and are not deficiencies.
Deficiency	**Door panels split.**
Construction Performance Guidelines	Door panels that have split to allow light to be visible through the door are deficiencies.
Builder/Seller Responsibility	If light is visible, fill crack and finish panel to match as closely as possible. Correct one time only during the workmanship **warranty term**.
Exclusions	None.
Deficiency	**Bottom of doors drag on carpet surface.**
Construction Performance Guidelines	Where it is understood by **builder/seller** and you that carpet is planned to be installed as floor finish by **builder/seller**, the bottom of the doors dragging on the carpet are deficiencies.
Builder/Seller Responsibility	Undercut doors as required.
Exclusions	Where carpet selected by you has excessively high pile, you are responsible for any additional door undercutting.

6.1 DOORS: INTERIOR AND EXTERIOR CONTINUED

Deficiency	**Excessive opening at the bottom of interior doors.**
Construction Performance Guidelines	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.
Builder/Seller Responsibility	Make necessary adjustment or replace door to meet the required tolerance.
Exclusions	None.

6.2 GARAGE DOORS

Deficiency	**Garage door fails to operate or fit properly.**
Construction Performance Guidelines	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.
Builder/Seller Responsibility	Make necessary adjustments to meet the manufacturer's installation tolerances.
Exclusions	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

Deficiency	**Window is difficult to open or close.**
Construction Performance Guidelines	Windows should require no greater operating force than that described in the manufacturer's specifications.
Builder/Seller Responsibility	Correct or repair as required to meet manufacturer's specifications.
Exclusions	None.

Deficiency	**Double hung windows do not stay in place when open.**
Construction Performance Guidelines	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.
Builder/Seller Responsibility	Adjust sash balances one time only during the workmanship **warranty term**. Where possible, **builder/seller** will instruct you on the method of adjustment for future repair.
Exclusions	None.

Deficiency	**Condensation or frost on window frames and glass.**
Construction Performance Guidelines	None. No coverage.
Builder/Seller Responsibility	None.
Exclusions	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

Deficiency	**A doorknob, deadbolt or lockset does not operate smoothly.**
Construction Performance Guidelines	A doorknob, deadbolt or lockset should not stick or bind during operation.
Builder/Seller Responsibility	Adjust, repair or replace knobs that are not damaged by abuse, one time only, during the workmanship **warranty term**.
Exclusions	None.

6.5 STORM DOORS, WINDOWS AND SCREENS

Deficiency	**Storm doors, windows and screens do not operate or fit properly.**
Construction Performance Guidelines	Storm doors, windows and screens, when installed, that do not operate or fit properly to provide the protection for which they are intended, are considered deficiencies.
Builder/Seller Responsibility	Make necessary adjustments for proper fit and operation. Replace when adjustment cannot be made.
Exclusions	Missing screens, rips or gouges in the screen mesh.

6.6 WEATHER-STRIPPING AND SEALS

Deficiency	**Drafts around doors and windows.**
Construction Performance Guidelines	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 Responsibility	Repair to meet **Construction Performance Guidelines**.
Exclusions	In high wind areas, you may need to have storm windows and doors installed to eliminate drafts.

6.7 GLASS AND GLAZING

Deficiency	**Clouding and condensation on inside surfaces of insulated glass.**
Construction Performance Guidelines	Insulated glass that clouds up, or has condensation on the inside surfaces of the glass, is a deficiency.
Builder/Seller Responsibility	Replace glass in accordance with window and glass manufacturer's requirements.
Exclusions	Glass breakage.
Deficiency	**Glass surfaces are scratched.**
Construction Performance Guidelines	Glass surfaces should not have scratches visible from 10 feet under normal conditions.
Builder/Seller Responsibility	Repair or replace any scratched surfaces.
Exclusions	Scratches in glass must be reported prior to occupancy. **Builder/Seller** is not responsible for scratches in glass reported after occupancy.

7. FINISHES

7.1 LATH AND PLASTER

Deficiency	**Cracks in plaster wall and ceiling surfaces.**
Construction Performance Guidelines	Hairline cracks are not unusual. Cracks in plaster wall and ceiling surfaces exceeding 1/16 inch in width are deficiencies.
Builder/Seller Responsibility	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 settlement in home.
Exclusions	None.

7.2 DRYWALL

Deficiency	**Drywall cracks.**
Construction Performance Guidelines	Hairline cracks are not unusual. Cracks in interior gypsum board, or other drywall materials exceeding 1/16 inch in width, are deficiencies.
Builder/Seller Responsibility	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 settlement in home.
Exclusions	None.
Deficiency	**Nail pops, blisters or other blemishes are visible on finished wall or ceiling.**
Construction Performance Guidelines	Nail pops and blisters that are readily visible from a distance of 6 feet under normal lighting conditions are deficiencies.
Builder/Seller Responsibility	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.
Exclusions	Depressions or slight mounds at nail heads. **Builder/Seller** is not responsible for nail pops or blisters that are not visible, such as those covered by wallpaper.
Deficiency	**Cracked corner bead, excess joint compound, trowel marks or blisters in tape joints.**
Construction Performance Guidelines	Cracked or exposed corner bead, excessive joint compound, trowel marks or blisters in drywall tape, are deficiencies.
Builder/Seller Responsibility	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.
Exclusions	None.

7.3 HARD SURFACES

Deficiency	**Flagstone, marble, quarry tile, slate or other hard surface flooring is broken or loose.**
Construction Performance Guidelines	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 Responsibility	Replace cracked tiles, marble or stone and resecure loose tiles, marble or stone flooring.
Exclusions	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.
Deficiency	**Cracks appear in grouting of ceramic tile joints, or at junctions with other material, such as a bathtub, shower or countertop.**
Construction Performance Guidelines	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 Responsibility	Repair grouting as necessary, one time only, during the workmanship **warranty term**. The use of an elastic substance such as grout caulk, at junctures between tile and other materials, is often more effective than grout and is considered an acceptable method of repair.
Exclusions	Open cracks or loose grouting, where the wall surface abuts the flashing lip at a tub, shower basin or countertop are considered your maintenance responsibility and any resultant damage to other finish surfaces due to leaks, etc. are not considered deficiencies.

7.4 RESILIENT FLOORING

Deficiency	**Nail pops appear on the surface of resilient flooring.**
Construction Performance Guidelines	Readily apparent nail pops are deficiencies.
Builder/Seller Responsibility	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 color and pattern variations or discontinued patterns of the manufacturer.
Exclusions	None.
Deficiency	**Depressions or ridges appear in the resilient flooring due to subfloor irregularities.**
Construction Performance Guidelines	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 Responsibility	Take required action to bring the deficiency within acceptable tolerances, so as to not be readily visible. **Builder/Seller** is not responsible for discontinued patterns or color variations in the floor covering, your neglect or abuse or installations performed by others.
Exclusions	None.
Deficiency	**Resilient flooring or base loses adhesion.**
Construction Performance Guidelines	Resilient flooring or base that lifts, bubbles or becomes unglued is a deficiency.
Builder/Seller Responsibility	Repair or replace resilient flooring or base as required. **Builder/Seller** is not responsible for discontinued patterns or color variations.
Exclusions	None.
Deficiency	**Seams or shrinkage gaps show at resilient flooring joints.**
Construction Performance Guidelines	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 Responsibility	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.
Exclusions	None.

7.5 HARDWOOD OR LAMINATE FLOORING

Deficiency	**Cupping, open joints or separations in wood and laminate flooring.**
Construction Performance Guidelines	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 Responsibility	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.
Exclusions	Hardwood floors are subject to shrinkage and swell, due to seasonal variations in the humidity level of home. While boards may be installed tight together, gaps or separations may appear during heating seasons or periods of low humidity. Gaps or separations that close during non-heating seasons are not considered deficiencies. You should be familiar with the recommended care and maintenance requirements of your 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

Deficiency	**Knot and wood stains appear through paint on exterior.**
Construction Performance Guidelines	Excessive knot and wood stains that bleed through the paint are considered deficiencies.
Builder/Seller Responsibility	Seal affected areas where excessive bleeding of knots and stains appear, one time only, during the workmanship **warranty term**. Touch up paint to match as closely as possible.
Exclusions	None.
Deficiency	**Exterior paint or stain peels or deteriorates.**
Construction Performance Guidelines	Exterior paints or stains that peel or deteriorate during the first year are deficiencies.
Builder/Seller Responsibility	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**.
Exclusions	Fading, however, is normal and subject to the orientation of painted surfaces to the climactic conditions that may prevail in the area. Fading is not a deficiency.
Deficiency	**Painting required as corollary repair because of other work.**
Construction Performance Guidelines	Necessary repair of a painted surface under this limited warranty is to be refinished to match surrounding areas as closely as possible.
Builder/Seller Responsibility	Refinish repaired areas to meet the standard as required.
Exclusions	None.
Deficiency	**Mildew or fungus forms on painted or factory-finished surfaces.**
Construction Performance Guidelines	None. No coverage.
Builder/Seller Responsibility	None.
Exclusions	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.
Deficiency	**Deterioration of varnish or lacquer finishes.**
Construction Performance Guidelines	Natural finish on interior woodwork that deteriorates during the workmanship **warranty term** is a deficiency.
Builder/Seller Responsibility	Refinish affected areas of natural-finished interior woodwork, matching the color as closely as possible.
Exclusions	Varnish-type finishes used on exterior surfaces will deteriorate rapidly and are not covered by the limited warranty.
Deficiency	**Interior paint coverage.**
Construction Performance Guidelines	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 Responsibility	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.
Exclusions	None.

7.6 PAINTING CONTINUED

Deficiency	**Paint splatters and smears on finish surfaces.**
Construction Performance Guidelines	Paint splatters on walls, woodwork or other surfaces that are excessive, shall not be readily visible when viewed from a distance of 6 feet under normal lighting conditions.
Builder/Seller Responsibility	Remove paint splatters without affecting the finish of the material or replace the damaged surface if paint cannot be removed.
Exclusions	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 WALLCOVERING

Deficiency	**Peeling of wallcovering installed by builder/seller.**
Construction Performance Guidelines	Peeling of wallcovering is a deficiency unless it is due to your abuse or negligence.
Builder/Seller Responsibility	Repair or replace defective wallcovering.
Exclusions	Wallpaper applied in high moisture areas is exempt because the problem results from conditions beyond the **builder/seller's** control.
Deficiency	**Pattern in wallcovering is mismatched at the edges.**
Construction Performance Guidelines	Pattern in wallcovering shall match at the edges.
Builder/Seller Responsibility	Remove mismatched wallcovering and replace. **Builder/Seller** is not responsible for discontinued or variations in color.
Exclusions	Defects in the wallcovering patterns are the manufacturer's responsibility and excluded from limited warranty coverage.
Deficiency	**Lumps and ridges and nail pops in wallboard that appear after the homeowner has wallcovering installed by others.**
Construction Performance Guidelines	None. No coverage.
Builder/Seller Responsibility	None.
Exclusions	You shall ensure that the surface to receive wallcovering is suitable and assume full responsibility should lumps, ridges and nail pops occur at a later date.

7.8 CARPETING

Deficiency	**Carpet does not meet at the seams.**
Construction Performance Guidelines	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 Responsibility	Correct to eliminate visible gap or overlapping at the seam.
Exclusions	Carpet material is not covered under the warranty.
Deficiency	**Color variations in carpet.**
Construction Performance Guidelines	None. No coverage.
Builder/Seller Responsibility	None.
Exclusions	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.

7.8 CARPETING CONTINUED

Deficiency	**Carpet loosens or the carpet stretches.**
Construction Performance Guidelines	When stretched and secured properly, wall-to-wall carpet installed as the primary floor covering shall not come up, loosen or separate from the points of attachment.
Builder/Seller Responsibility	Restretch or resecure carpet to meet **Construction Performance Guidelines**, one time only, during the workmanship **warranty term**.
Exclusions	None.

8. SPECIALTIES

8.1 FIREPLACES

Deficiency	**Fireplace or chimney does not draw properly, causing smoke to enter home.**
Construction Performance Guidelines	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 you to substantiate the problems to the **builder/seller** by constructing a fire so the condition can be observed.
Builder/Seller Responsibility	When it is determined that 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 workmanship **warranty term**.
Exclusions	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.
Deficiency	**Chimney separation from structure to which it is attached.**
Construction Performance Guidelines	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 Responsibility	**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.
Exclusions	None.
Deficiency	**Cracks in masonry hearth or facing.**
Construction Performance Guidelines	Small hairline cracks in mortar joints resulting from shrinkage are not unusual. Heat and flames from normal fires can cause cracking.
Builder/Seller Responsibility	None.
Exclusions	Heat and flames from normal fires can cause cracking of firebrick and mortar joints. This should be expected and is not covered.

9. CABINETS, VANITIES AND COUNTERTOPS

9.1 KITCHEN CABINETS AND VANITIES

Deficiency	**Kitchen and vanity cabinet doors and drawers bind.**
Construction Performance Guidelines	Cabinet doors and drawers shall open and close with reasonable ease.
Builder/Seller Responsibility	Adjust or replace doors and drawers as necessary to meet **Construction Performance Guidelines**.
Exclusions	None.
Deficiency	**Warping of kitchen and vanity cabinet doors and drawer fronts.**
Construction Performance Guidelines	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 Responsibility	Correct or replace door or drawer front as required.
Exclusions	None.

9.1 KITCHEN CABINETS AND VANITIES CONTINUED

Deficiency	**Gaps between cabinets, ceiling and walls.**
Construction Performance Guidelines	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 Responsibility	Make necessary adjustments of cabinets and countertop or close gap by means of molding, or other acceptable means, suitable to match the cabinet or countertop finish as closely as possible.
Exclusions	None.

9.2 COUNTERTOPS

Deficiency	**Surface cracks and delaminations in high-pressure laminates of vanity and kitchen cabinet countertops.**
Construction Performance Guidelines	Countertops fabricated with high-pressure laminate coverings that delaminate or have surface cracks exceeding 1/16 inch or joints exceeding 1/16 inch between sheets are deficiencies.
Builder/Seller Responsibility	Repair or replace laminated surface covering having cracks or joints exceeding the allowable width.
Exclusions	You should refrain from leaving any liquids near the countertop seams or allowing the surface to become excessively hot.
Deficiency	**Granite, marble, stone or solid surface countertop is cracked.**
Construction Performance Guidelines	Cracks greater than 1/32 inch are considered excessive.
Builder/Seller Responsibility	Repair or replace the countertop if the crack is the result of faulty installation or product. Patching is an acceptable repair.
Exclusions	Cracks must be noted during the original walk through or orientation. **Builder/Seller** is not responsible for cracks after the completion of your home.
Deficiency	**Granite, marble, stone or solid surface countertop has texture or color variations.**
Construction Performance Guidelines	Color variations in natural surface products are acceptable. Solid surface variations in texture and color may be covered by the manufacturer's warranty.
Builder/Seller Responsibility	None.
Exclusions	None.
Deficiency	**Granite, marble, stone or solid surface countertop is chipped.**
Construction Performance Guidelines	Chips greater than 1/32 inch are considered excessive.
Builder/Seller Responsibility	Repair or replace affected areas to meet the **Construction Performance Guidelines**. The use of an appropriate filler is an acceptable repair.
Exclusions	Chips must be noted during the original walk through or orientation. **Builder/Seller** is not responsible for chips after the completion of your home.
Deficiency	**Granite, marble, stone or solid surface countertop has visible seams.**
Construction Performance Guidelines	Seams may be visible and especially noticeable within certain countertop materials and darker finishes.
Builder/Seller Responsibility	None.
Exclusions	None.

9.2 COUNTERTOPS CONTINUED

Deficiency	**Granite, marble, stone or solid surface countertop has excessive lippage between sections.**
Construction Performance Guidelines	Lippage greater than 1/32 inch is considered excessive.
Builder/Seller Responsibility	Repair or replace the countertop to meet the **Construction Performance Guidelines**.
Exclusions	None.

10. MECHANICAL

10.1 PLUMBING

Deficiency	**Faucet or valve leak.**
Construction Performance Guidelines	A faucet or valve leak due to material or workmanship is a deficiency.
Builder/Seller Responsibility	Repair or replace the leaking faucet or valve.
Exclusions	Leakage caused by worn or defective washers or seals is your maintenance responsibility.

Deficiency	**Defective plumbing fixtures, appliances or trim fittings.**
Construction Performance Guidelines	Fixtures, appliances or fittings shall comply with their manufacturer's standards as to use and operation.
Builder/Seller Responsibility	None.
Exclusions	Defective plumbing fixtures, appliances and trim fittings are covered under their manufacturer's warranty.

Deficiency	**Water flows outside a bathtub or shower.**
Construction Performance Guidelines	Bathtubs and showers should be installed properly according to the manufacturer's guidelines.
Builder/Seller Responsibility	Repair bathtub or shower leak as necessary to meet the **Construction Performance Guidelines**. Proper repair can be achieved by sealing areas around bathtubs and showers.
Exclusions	**Builder/Seller** is not responsible for leaks related to the use of curtains in bathtubs and showers and for leaks associated with bathtubs and shower doors that have been properly installed. Over time, tub and shower seals may leak because of daily wear and tear and exposure to moisture. You are responsible for maintaining the caulk, shower door sweep and other seals.

10.2 WATER SUPPLY

Deficiency	**Staining of plumbing fixtures due to high iron, manganese or other mineral content in water.**
Construction Performance Guidelines	None. No coverage.
Builder/Seller Responsibility	None. High iron and manganese content in the water supply system will cause staining of plumbing fixtures.
Exclusions	Maintenance and treatment of the water is your responsibility.

Deficiency	**Noisy water pipes.**
Construction Performance Guidelines	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."
Builder/Seller Responsibility	Correct to eliminate "water hammer."
Exclusions	Noises due to water flow and pipe expansion are not considered deficiencies.

10.3 HEATING AND AIR CONDITIONING

Deficiency	**Inadequate heat.**
Construction Performance Guidelines	A heating system shall be capable of producing an inside temperature of at least 70 degrees Fahrenheit (F) 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 Responsibility	Correct heating system as required to provide the required temperatures if a deficiency exists.
Exclusions	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 damper and registers and for making other necessary minor adjustments.
Deficiency	**Inadequate cooling.**
Construction Performance Guidelines	When air conditioning is provided, the cooling system is to be capable of maintaining a temperature of 78 degrees Fahrenheit (F) 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 (F), the system shall keep the inside temperature 15 degrees Fahrenheit (F) 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.
Builder/Seller Responsibility	Correct cooling system to meet the **Construction Performance Guidelines** during the workmanship **warranty term**.
Exclusions	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.
Deficiency	**Ductwork and heating piping not insulated in uninsulated area.**
Construction Performance Guidelines	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 Responsibility	Install required insulation.
Exclusions	None.
Deficiency	**Condensate lines clog up.**
Construction Performance Guidelines	None. No coverage.
Builder/Seller Responsibility	Provide clean and unobstructed lines on **effective date of warranty**.
Exclusions	Condensate lines will clog under normal conditions. You are responsible for continued operation of drain lines.
Deficiency	**Improper mechanical operation of evaporative cooling system.**
Construction Performance Guidelines	Equipment that does not function properly at temperature standard set is a deficiency.
Builder/Seller Responsibility	Correct and adjust so that blower and water system operate as designed.
Exclusions	None.
Deficiency	**Ductwork makes noises.**
Construction Performance Guidelines	None. No coverage.
Builder/Seller Responsibility	None.
Exclusions	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.

10.3 HEATING AND AIR CONDITIONING CONTINUED

Deficiency	**Ductwork makes excessively loud noises known as "oil canning."**
Construction Performance Guidelines	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 Responsibility	Take the necessary steps to eliminate noise caused by "oil canning."
Exclusions	None.

11. ELECTRICAL COMPONENTS

11.1 SWITCHES AND RECEPTACLES

Deficiency	**Fuses blow or circuit breakers kick out.**
Construction Performance Guidelines	Fuses and circuit breakers that deactivate under normal usage, when reset or replaced, are deficiencies during the workmanship **warranty term**.
Builder/Seller Responsibility	Check all wiring and replace wiring or breaker if it does not perform adequately or is defective.
Exclusions	None.
Deficiency	**Drafts from electrical outlets.**
Construction Performance Guidelines	None. No coverage.
Builder/Seller Responsibility	None.
Exclusions	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.
Deficiency	**Malfunction of electrical outlets, switches or fixtures.**
Construction Performance Guidelines	All outlets, switches and fixtures that do not operate as intended are considered deficiencies only during the workmanship **warranty term**.
Builder/Seller Responsibility	Repair or replace defective outlets, switches and fixtures.
Exclusions	None.
Deficiency	**Light fixture tarnishes.**
Construction Performance Guidelines	None. No coverage.
Builder/Seller Responsibility	None.
Exclusions	Finishes on light fixtures may be covered under their manufacturer's warranty.

11.2 SERVICE AND DISTRIBUTION

Deficiency	**Ground fault interrupter trips frequently.**
Construction Performance Guidelines	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 Responsibility	Replace defective devices.
Exclusions	None.



ITEMS COVERED UNDER THE WORKMANSHIP WARRANTY COVERAGE

11.3 CABLE, TELEPHONE AND ETHERNET

Deficiency	**Wiring or outlets for cable television, telephone or Ethernet are not functioning.**
Construction Performance Guidelines	Wiring or outlets for cable television, telephone, Ethernet or other services shall function properly when installed in accordance with the prevailing code and applicable manufacturer's specifications.
Builder/Seller Responsibility	Take corrective action to meet the **Construction Performance Guidelines**.
Exclusions	**Builder/Seller** 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 DISTRIBUTION SYSTEMS WARRANTY COVERAGE

12. MECHANICAL SYSTEMS

12.1 SEPTIC TANK SYSTEMS

Deficiency	**Septic systems fail to operate properly.**
Construction Performance Guidelines	Septic systems should be capable of properly handling normal flow of household effluent.
Builder/Seller Responsibility	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 that 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.
Exclusions	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.

12.2 PLUMBING

Deficiency	**Leakage from any piping.**
Construction Performance Guidelines	Leaks in any waste, vent and water piping are deficiencies.
Builder/Seller Responsibility	Make necessary repairs to eliminate leakage.
Exclusions	Condensation on piping does not constitute leakage, and is not a deficiency, except where pipe insulation is required.
Deficiency	**Sanitary sewers, fixtures, waste or drain lines are clogged.**
Construction Performance Guidelines	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.
Builder/Seller Responsibility	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.
Exclusions	**Builder/Seller** is not responsible for sewer lines that extend beyond the property lines on which the home is constructed.

12.2 PLUMBING CONTINUED

Deficiency	**Water in plumbing pipes freezes and the pipes burst.**
Construction Performance Guidelines	Drain, waste, vent and water pipes shall be adequately protected to prevent freezing and bursting during normally anticipated cold weather.
Builder/Seller Responsibility	Correct conditions not meeting **Construction Performance Guidelines**.
Exclusions	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 that 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.

12.3 WATER SUPPLY

Deficiency	**Water supply system fails to deliver water.**
Construction Performance Guidelines	All service connections to municipal water main or private water supply are **builder/seller's** responsibility when installed by **builder/seller**.
Builder/Seller Responsibility	Repair as required if failure to supply water is the result of deficiency in workmanship or materials.
Exclusions	If conditions exist that 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

Deficiency	**Refrigerant lines leak.**
Construction Performance Guidelines	**Builder/Seller**-installed refrigerant lines or ground loop pipes that develop leaks during normal operation are deficiencies.
Builder/Seller Responsibility	Repair leaking lines and recharge the unit as required.
Exclusions	Leaks due to your actions or negligence are excluded.
Deficiency	**Ductwork separates or becomes unattached.**
Construction Performance Guidelines	Ductwork that is not intact or securely fastened is a deficiency.
Builder/Seller Responsibility	Reattach and resecure all separated or unattached ductwork.
Exclusions	None.

13. ELECTRICAL SYSTEMS

13.1 ELECTRICAL CONDUCTORS

Deficiency	**Failure of wiring to carry its designed load.**
Construction Performance Guidelines	Wiring that is not capable of carrying the designated load, for normal residential use to switches, receptacles and equipment is a deficiency.
Builder/Seller Responsibility	Check wiring and replace if it fails to carry the designated load.
Exclusions	None.

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SECTION IX. YOUR LEGAL RIGHTS AND REMEDIES

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RETURN TO: WARRANTY ADMINISTRATOR
13900 E Harvard Ave | Aurora, CO 80014

SUCCESSIVE HOMEOWNER REGISTRATION AND ARBITRATION ACCEPTANCE FORM

As the successive homeowner of the home located at _____ (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 11 and 12 of the warranty booklet for resolving warranty disputes between us, the **builder/seller**, the **warranty insurer** and/or the **warranty administrator**.

Signature(s) of successive Home Buyer:

_____ _____
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:

Warranty Administrator
Warranty Administration Department
13900 E Harvard Ave
Aurora, CO 80014

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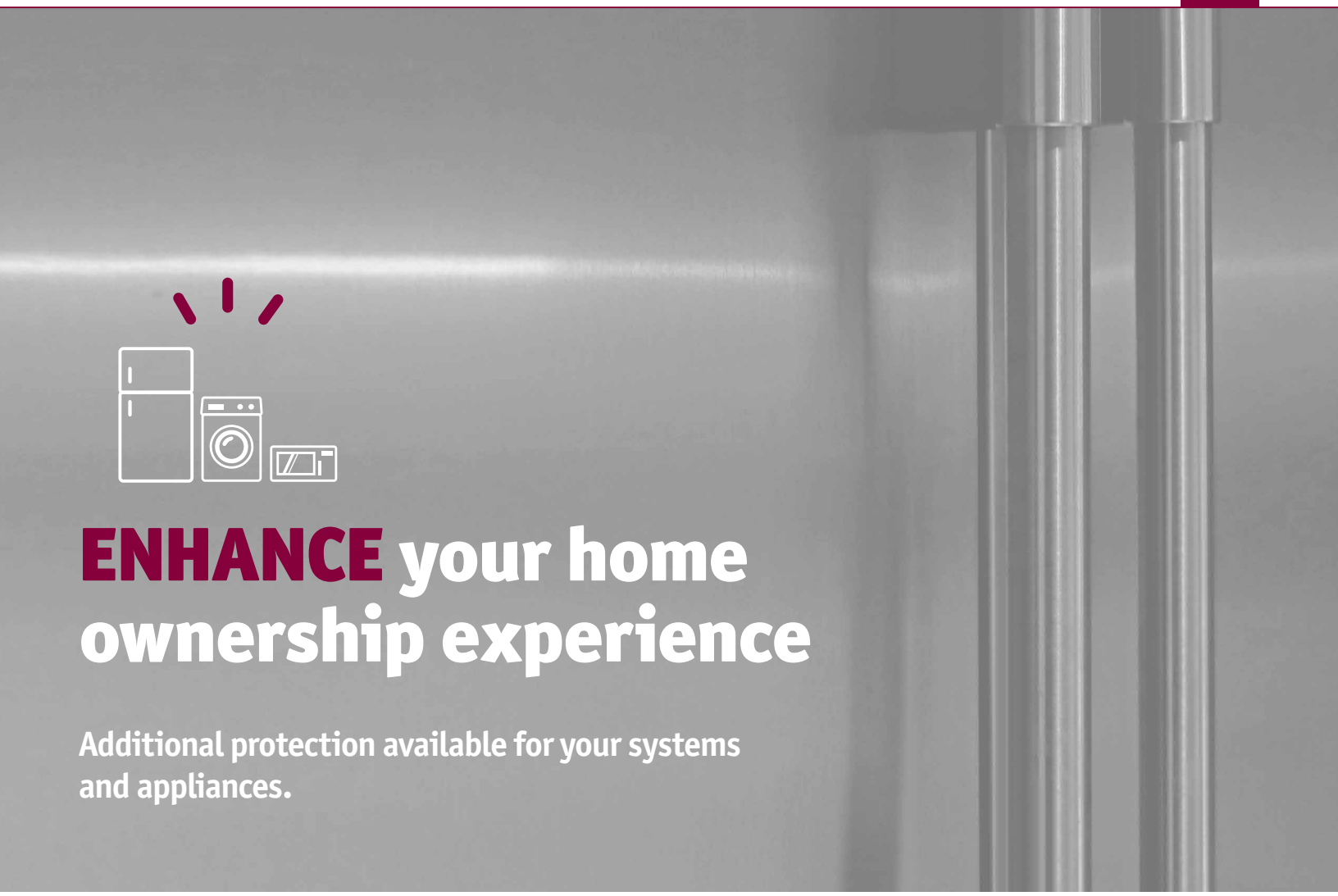

ENHANCE your home ownership experience

Additional protection available for your systems and appliances.

The warranty coverage offered in this booklet provides protection for workmanship, distribution systems and structural **defects**.

An optional Home Warranty Service Agreement* could help you reduce the overall cost of owning a home. This optional coverage provides protection against unexpected system and appliance breakdowns, such as your air conditioner or water heater. With this optional coverage, have confidence that your comfort and financial security are covered within your home for many years.

For more information, please visit

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Contact the warranty administrator

2-10 HOME BUYERS WARRANTY
Warranty Administration Office
13900 E Harvard Ave
Aurora, CO 80014

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