ATTACHMENT "E"

WARRANTY

I. Warranty

A. ONE YEAR WARRANTY: Builder warrants that your Home will be constructed in conformance with the quality standards set forth herein (the "Quality Standards") for a period of one (1) year commencing on completion (the "Warranty Term"), unless a shorter coverage period is specified in this Warranty or the Quality Standards (the "Warranty").

B. WARRANTY COVERAGE: This Warranty protects you, the original party (referred to in this Warranty as "you", "your", "Owner" or "Homeowner") who purchased the new Home from Builder. This Warranty is provided solely by Builder and by no other entity. This Warranty is NOT transferable to a subsequent purchaser or owner of your Home. Claims made by any subsequent purchaser or owner of your Home are not covered by this Warranty. A repair or replacement of any defective item in your Home does not restart or extend the Warranty Term.

C. HOMEOWNER MAINTENANCE OBLIGATIONS: Your new Home requires consistent maintenance and care by you to ensure the quality of your Home and its systems. You are expected to maintain your Home properly to prevent damage and ensure proper functioning of your Home and its systems. This Warranty does not cover defects in construction or damage that could have been prevented by following standard home maintenance practices.

D. WARRANTY SERVICE: If a request is covered by this Warranty, Builder will decide, in its sole discretion, to (1) repair the item, (2) replace the item, or (3) pay you the reasonable cost of repairing or replacing the item. You agree to allow Builder and its agents and subcontractors access to your Home for inspection, testing and repair of any potential warranty claim items set forth in the warranty request during normal business hours. Any claim not timely reported in writing to Builder's customer service department prior the expiration of the Warranty Term will not be covered by this Warranty. Builder is not responsible for repairs performed without its inspection and approval and will not reimburse you for unauthorized repairs.

E. EXCLUSIONS FROM COVERAGE

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

Homeowner Damage. Damage, loss or injury caused by Homeowner, ordinary wear and tear, or lack of proper Homeowner maintenance, including Homeowner's failure to minimize or prevent damage in a timely manner. Any damage caused or exacerbated by your failure to properly maintain your Home and your Property is not covered by this Warranty. In addition, you are required to take any action necessary to mitigate damages resulting from a defect.

Cosmetic Defects. Cosmetic defects will be repaired or replaced by Builder only if the defect is shown to Builder by Homeowner at the time of the home orientation/walkthrough. Any cosmetic defect caused by Homeowner is not covered by this Warranty. Cosmetic defects include, but are not limited to, dents in

garage doors, torn screens, chipped or scratched countertops, cabinets, paint, flooring, porcelain tile, plumbing fixtures, grout, marble, glass, windows or mirrors.

Natural Catastrophes and Accidents. Damage, loss or injury caused by natural catastrophes or accidents, including, but not limited to, events such as fire, smoke, explosion, flood, severe wind, lighting, tropical storm, hurricane, earthquake, mudslides, lightning, windstorm, hail or other acts of God, riots, civil commotion, theft or vandalism.

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

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

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

Timely Reporting. Defects which are not reported in writing to Builder within the Warranty Term.

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

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

Water Damage. Loss or damage caused directly or indirectly by flood, surface water, waves, tidal water, over flow of a body of water or spray from any of these, whether or not driven by wind, water which backs up from municipal sewers or storm water drains, changes in the water table, or water below the surface of the ground (including water which exerts pressure on, seeps, or leaks through your Home, sidewalk,

driveway, foundation, swimming pool, or other structure), wetlands, springs aquifers or water from the irrigation of the landscaping on your Property.

Use of Home for Non-Residential Purposes. Loss or damage resulting from use of your Home for non-residential purposes, which involve an unusual level of traffic and wear and tear on your Home. This is including, but not limited to annual or seasonal rental property, childcare facility, pet sitting services, etc.

Abnormal Loading. Loss or damage resulting from abnormal loading on floors and/or attic decking.

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

F. DISPUTE RESOLUTION AND LIMITATION OF LIABILITY: Any and all claims, controversies, breaches or disputes by or between Builder and you arising out of or relating to this Warranty of any defect in construction of your Home or Property, whether such dispute is based in contract, tort, statute, or equity, including allegations of unconscionability, fraud in the inducement, or fraud in the execution, whether such dispute arises before or after completion (each a "dispute"), that cannot be resolved amiably between the parties shall be resolved first through mandatory non-binding mediation by one party notifying the other party of the same in writing. After receipt of such notice, the parties shall have five (5) business days to mutually select a mediator. If the parties cannot mutually select a mediator, the mediator shall be selected in accordance with the rules of the American Arbitration Association in effect in the state where the Home is located within ten (10) days after such initial five (5) business day period. The parties agree to make best faith efforts to resolve any such dispute or claim through the mediation process which shall be conducted in all respects pursuant to the rules of the American Arbitration Association in the state where the Home is located. The mediator should be a person with experience in connection with the business of building homes substantially similar to the Home whether from the business or legal perspective. All costs and expenses associated with the mediator and/or the mediation process shall be shared equally between the parties hereto. In the event that the parties are unable to resolve a dispute after having attempted to do so during such mediation process, then the parties shall be entitled to pursue litigation. Venue for any litigation shall be in the state where the Home is located. To the extent permitted by law, all other warranties, express or implied, including, but not limited to, warranties of fitness, merchantability or habitability are hereby disclaimed, waived and excluded from your Home and this Warranty. HOMEOWNER AND BUILDER HEREBY WAIVE ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE BETWEEN THE PARTIES ARISING FROM THIS WARRANTY FROM ANY CLAIM ARISING HEREUNDER OR IN ANY COURSE OF CONDUCT RELATED HERETO WHETHER DIRECTLY OR INDIRECTLY.

II. Builder Quality Standards

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

SECTION 1: Interior Concrete and Foundation

1.1 Concrete Floor Uneven

Interior concrete floors should not vary from flat exceeding ¼ inch per 4 feet, provided, that the deviation is gradual. Appropriate corrective actions may include filling, grinding or use of a floor-leveling compound. Color and texture may vary from original finish.

1.2 Concrete Appearance/Finish

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

1.3 Concrete Cracks

Cracks in garage floors, walkways, driveways, patios and steps that exceed ¼ inch in width or ¼ inch in vertical offset, will be repaired by filling and patching. The method of repair will be at Builder's discretion. The texture and color of concrete cannot be matched due to varying conditions and, therefore, the matching of concrete color or texture is not covered by this Warranty.

1.4 Concrete Slab-on-Grade Floor Cracks

Concrete slab-on-grade floors cannot be expected to be crack-free. Most cracking is minor and is the result of large areas of concrete shrinking as the concrete cures. These cracks do not affect the structural integrity of your Home. Since slab-on-grade floors are quite large, shrinkage cracks can be expected to occur randomly. Cracks in slab-on-grade floors measuring ¼ inch in width and/or vertical displacement of ½ inch in 20' will be repaired by Builder. Repair may include filling, grinding, or use of a floor-leveling compound.

1.5 Expansion and Control Joints

Expansion joints are intentionally placed in some concrete surfaces to allow sections of concrete to expand and contract with changes in temperature, and control joints are intentionally placed in concrete to control cracking as concrete cures. Expansion and control joints often have inserted barriers or have been grooved/notched during concrete placement and will have a tendency to move or crack in the joint area. Movement at a control joint in excess of ¼ inch in width or vertical displacement will be repaired. Builder will repair excessive movement by filling, grinding, or use of a floor-leveling compound.

1.6 Footing and Foundation Wall Cracks

Appropriate measures will be taken to correct serious cracks and/or deterioration in the foundation footings or foundation walls that cause your Home to be unsafe or uninhabitable. Builder will make the necessary repairs to the structural elements and related damage except for areas not constructed by Builder. Builder will patch the voids in walls caused by any cracks in the foundation that exceed ¼ inch in width or vertical displacement.

1.7 Chalky Deposits (Efflorescence)

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

Section 2: Framing

2.1 Wood or Metal Framed Walls Out of Plumb
Interior walls should be straight and plumb within ¼ inch per 4 feet. Under this Warranty, Builder will repair any interior wall that is more than ¼ inch per 4 feet out of plum.

2.2 Column or Post Bowed
Columns and posts should not bow or be out of plumb in excess of ¼ inch per 45 feet. Tapered columns and posts should be plumb as measured from the centerline, not to exceed ¼ inch per 4 feet and the tolerance for columns and posts made of rough-sawn lumber should be ¼ inch per 4 feet. Under this Warranty, Builder will straighten columns and posts that exceed ¼ inch per 4 foot standard only if the column or post is a structural component.

2.3 Wood Beam Twisted or Bowed
Subsequent to construction, beams, joists and posts will sometimes twist or bow as they dry. Twisting or bowing of wood may be cosmetically unattractive when visible in habitable spaces, but is rarely a structural problem. Bows and twists exceeding ¼ inch out of plane within a 4 foot section will be repaired if located within habitable space. Acceptable repair may include shimming, trimming or grinding the wood beam or post. When located in garages or attics, such bowing or cupping will not be where bowing or out of plumb walls exceed these parameters. Builder will make corrections by floating the wall.

2.4 Wood Beam Split
Beams, joists and posts sometimes split as they dry. Parallel splitting is usually not a structural concern because such inconsistencies in wood are anticipated in the structural calculations of wood products. Diagonal splitting that extends from one side to another is more than ½ inch deep may weaken the wood. Under this Warranty, Builder will fill or repair any structural component inconsistent with this standard. Repairs may include additional wood framing to the existing beam/post secured with nails or bolts.

Section 3: Roof

3.1 Roof Deflection or Bowing
All structural members of your Home are sized according to the type of roofing product and the loads they may support to include wind, and adverse weather patterns. Builder will stiffen a structural member of the roof, if defection exceeds 1 inch per 20 feet or more than ½ inch between two structural members.

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

3.3 Shingles Blown off by High Winds
Under proper maintenance and normal/expected weather conditions, shingles should not blow off the roof in the event that shingles are blown off the roof, Builder will take necessary actions to repair shingles that have been blown off unless caused by wind velocities exceeding the manufacturer's tolerances. Damage caused by severe weather, including, but not limited to, tornadoes, tropical storms, hurricanes, hail storms, and other acts of God is not covered by this Warranty.

3.4 Water Trapped Under Roofing Membrane

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

3.5 Gutter or Downspout Leaks

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

3.6 Water Remaining in Gutters

When a gutter installed by Builder in unobstructed by debris, the water level should not exceed ½ inch in depth 24 hours after the rain ceases. Builder will adjust the gutter to minimize such ponding. Ponding caused by debris, snow or ice accumulation is considered part of routine Homeowner maintenance and is not covered by this Warranty. Water trapped in a gutter could cause major damage to your roof and walls, so your regular maintenance helps minimize potential water damage.

3.7 Water Standing on Low-Sloped Roof Area

Water ponding on a low sloped roof area should not exceed 1/7 inch in depth more than 24 hours after the rain ceases. Under this Warranty, Builder will repair ponded areas by adding additional roofing materials. Ponding caused by debris accumulation is considered part of routine Homeowner maintenance and is not covered by this Warranty.

3.8 Roof or Flashing Leaks

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

3.9 Roofing Shingles or Tiles Not Aligned

Shingles and tiles are installed to withstand a maximum exposure to the weather as recommended by the manufacturer. Often, tiles and shingles must be adjusted to compensate for differing roof conditions. This is not considered a defect. Tiles within any course should be aligned within 2 inches. Builder will realign tiles and shingles that are not aligned within 2 inches, as well as framing components that vary more than ¼ inches per 4 feet. Minor telegraphing of roof sheathing seams and tissues is normal and will vary with weather conditions.

3.10 Shading or Shadowing Pattern

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

3.11 Roof Tile Color Variations

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

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

3.13 Loose or Cracked Tiles or Shingles
Loose cracked or chipped tiles/shingles exceeding ½ inch will be repaired by Builder.

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

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

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

SECTION 4: Exterior Siding and Trim

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

4.2 Siding Bowed/Buckled
Builder will repair any bowed wood, lap siding or cementatious composite lap siding exceeding ¼ inch per 4 feet.

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

4.4 Gaps between Siding and Trim
Gaps between siding and moldings at trim pieces, miter joints or openings should not exceed ¼ inch. Builder will correct this condition by caulking/repairing the trim or siding.

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

4.6 Splits or Knotholes in Siding or Trim

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

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

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

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

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

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

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

4.13 Loose Exterior Trim
Builder will repair trim that has separated from your Home by more than ¼ inch. In cases where trim separation exceeds ¼ inch, Builder will reinstall trim, add fasteners or caulk separations. However, this Warranty does not cover trim separation caused by acts of God or unusually high winds that exceed the manufacturer's wind limits.

4.14 Exterior Trim Board Cupped
Builder will repair cups in trim board exceeding ¼ inch per 6 feet.

4.15 Exterior Trim Board Twisted
Builder will repair bows and twists in trim board exceeding ¾ inch per 8 feet by adjusting or replacing the trim board.

SECTION 5: STUCCO, CEMENTITIOUS FINISH, ABOVE GRADE BLOCK AND CONCRETE WALLS

5.1 Cracks in Stucco/Cementitious Finish/Block/Concrete Walls
Hairline cracks in exterior trim, block, concrete or stucco walls are normal. Cracks in exterior stucco wall surfaces should not exceed 1/8th inch in width. Builder will repair cracks exceeding 1/8th inch. For unpainted stucco, it is acceptable to use stucco color coat or acrylic sealants to fill the cracks. Painted surfaces may be

repaired using acrylic-latex sealant prior to touch-up painting. Builder will try to match the original stucco texture and color as closely as possible, but a perfect match is not covered by this Warranty.

5.2 Stucco/Texture/Cementitious Finish Loss

Texture may become a separated from the base stucco layer. Builder will repair missing stucco texture greater than ¼ inch. Texture loss beneath the horizontal weep or drainage screed is normal and is not covered by this Warranty.

5.3 Texture Mismatch

Texture is applied by hand, which varies with the technique of the installer. Where tall wall exist, it is necessary to install in several passes. Breaks between application phases occur in all homes and sometimes are more visible due to the method of application, inherent inconsistency is to be expected as with all hand applied troweled finishes. Builder will repair deviations, bumps or voids measuring over ¼ inch per 4 feet, which are not part of the intended texture. During repair, Builder will try to match the original texture as closely as possible, but a perfect match is not covered by this Warranty.

5.4 Stucco Color Mismatch

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

5.5 Surface Staining

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

5.6 Stucco/Cementitious Finish Appears Wet

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

5.7 Cracks in Masonry or Veneer

Cracks in masonry or veneer greater than 1/8 inch in width will be repaired by tuck pointing, patching or painting. Unless these cracks are controlled with expansion joints, Builder will repair this condition. Color variations in mortar or brick products are normal and a perfect match is not covered by this Warranty. Cracks less than 1/8 inch in width within mortar joints and in brick products are also a normal condition and are not covered by this Warranty.

5.8 Course of Masonry or Veneer not straight

Courses of masonry or veneer brick should not vary more than ¼ inch per 8 feet. In cases where variation is more than ¼ inch per 8 feet, Builder will replace necessary portions of masonry or veneer brick.

5.9 Exterior Caulking Joint Separation

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

SECTION 6: EXTERIOR PAINT AND FINISHES

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

6.2 Paint or Stain Fading
All exterior paints and stains exhibit fading when exposed to weather, and fading is a normal condition. Semi-transparent stains diminish with aging and should be reapplied as part of routine Homeowner maintenance every 6-18 months, depending on outside exposure. Prevention of fading of exterior paints and stains is considered part of routine Homeowner maintenance and is not covered by this Warranty.

6.3 Exterior Paint, Stain or Caulking Peeling/Deterioration
Exterior paints, stains and caulking should not peel or deteriorate during the Warranty Term. If exterior paint, stain or caulking has peeled or deteriorated, Builder will refinish or repair affected areas.

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

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

SECTION 7: WOOD DECKS

7.1 Wood Deck out at Level
Builder will repair wood decking that is out of level more than ¼ inch per 4 feet.

7.2 Imperfections in Wood for Exterior Railings, Decks or Stairs
Wood for exterior railings, decks or stairs will include imperfections such as knots and checks. Builder will repair or replace wood for exterior railings, decks and stairs that fail to meet intended use because of a structural defect. Knots, cupping and minor checking are normal, removal of such imperfections is not covered by this Warranty. Any wood replaced will not exactly match existing decking.

SECTION 8: SITE DRAINAGE

8.1 Site Drainage
Grades and swales have been established by Builder to ensure proper drainage away from your Home. If Homeowner modifies these areas with additional grading, plantings, concrete or any other obstructions, Homeowner will thereafter be responsible for drainage. Improper drainage of the site occurs when there is

standing or ponding water beyond a 24-hour period (72 hours on swales) after the last normal rain event. If proper grades were not established initially, Builder will re-grade the yard or swales. Ultimately, Homeowner is responsible for maintaining drainage and swales of the Property. No grading determination can be made during frost or snow conditions. If Homeowner adds a pool or landscaping after completion or modifies the drainage plan or flow after completion, Builder will no longer be responsible for drainage. In some cases, moist, soggy soil without standing water may be normal in the overall drainage plane and is not covered by this Warranty.

8.2 Ground Settling

Settling of the ground around your Home, utility trenches or other filled areas should not interfere with water drainage. If interference does occur, Builder will fill settled areas affecting proper drainage. Builder will reinstall displaced plant material and sod that was originally installed by Builder. Landscaping installed or altered by Homeowner after completion voids this Warranty on ground settlement.

8.3 Soil Erosion

Builder is not responsible for soil erosion after completion. Proper erosion protection requires Homeowner to install landscaping ground covers and deep-rooted plantings to reduce erosion. For steeply graded hills, the installation of erosion-control matting, such as jute and straw, will help reduce erosion until plantings have been established. Soil erosion is not covered by this Warranty.

SECTION 9: DOORS

9.1 Split Doors

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

9.2 Door Warped

Warping on doors should not exceed ¼ inch as measured diagonally from corner to corner. If the door has been properly maintained and is not physically damaged, Builder will replace the door with a comparable product if warping exceeds the ¼ inch standard. Warping that occurs to stain or lacquer finished doors that are improperly maintained is Homeowner's responsibility and is not covered by this Warranty.

9.3 Raw Wood Showing on Door Panel

Wooden door panels will shrink and expand because of temperature and humidity changes and may expose unpainted surfaces at the edges of the inset panel on the door. Once during this Warranty Term, Builder will touch up door panel edges that expose more than 1/16th inch of raw wood. Any subsequent touch-up is considered part of routine Homeowner maintenance and is not covered by this Warranty.

9.4 Doors Not Operating Properly

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

9.5 Bi-Fold and Pocket Doors

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

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

9.7 Garage Door Operates Improperly
In the event that the garage door does not operate property, Builder will correct or adjust the door as required.

9.8 Leak Through/Under Garage Door
Under high wind conditions and storms, it is normal for some elements to leak through or under the garage door. Builder will make needed adjustments.

SECTION 10: Windows

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

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

10.3 Condensation or Frost on Window or Skylight
Windows and skylights will collect condensation on their interior surfaces when high humidity within a home turns into water on the colder window or skylight surface. Homeowner is responsible for controlling interior temperature and humidity to avoid condensation. Draperies and blinds should be left open to encourage air circulation and even temperature during periods of cold weather and high interior humidity. Under this Warranty, no action on the apart of Builder is required for condensation.

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

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

10.6 Air Filtration
Some infiltration around windows is normal especially during high winds. Builder will take necessary corrective action by adjusting windows or weather stripping to correct excessive air filtration in windows.

SECTION 11: ELECTRICAL

11.1 Fuses Blow or Circuit Breakers Trip
Fuses should not be blown and circuit breakers should not be tripped under normal use. Builder will correct circuit breakers that trip excessively under normal use.

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

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

11.4 Malfunction of Low-Voltage Wiring System
In the event of low-voltage wiring system malfunction, Builder will take corrective action.

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

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

SECTION 12: COMFORT CONTROL

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

12.2 Heating System
In cases where the heating system is not working properly, Builder will take corrective action if the ASHRE* standards (a published set of industry standards relating to air flow and other heating system issues) are not met.
*With regard to Sections 12.1 and 12.2, base ASHRE standards are related to the house air temperature to the thermostat setting and the variation of interior setting to the exterior temperature. It is Homeowner's responsibility to balance the system as the seasons change.

12.3 Condensation Line Clogs

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

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

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

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

12.7 Vibration from Heating and Cooling Equipment
It is normal for heating/air-conditioning equipment to generate some noise and vibration. Under this Warranty, no corrective action is required.

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

12.9 Ductwork Separated or Detached
Builder will reattach any separated or detached ductwork not caused by Homeowner.

SECTION 13: PLUMBING

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

13.2 Water in Pipe Freezes
Builder will make necessary corrections to assure that plumbing pipes are adequately protected against normal anticipated cold weather (except un-drained exterior faucets). Homeowner is responsible for maintaining the house temperature at a minimum of 65 degrees during cold weather and draining exterior pipes and faucets for protection.

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

13.4 Plumbing Leaks

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

13.5 Shower Enclosure Flexes

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

13.6 Sump Pump

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

SECTION 14: INTERIOR PAINT AND FINISHES

14.1 Blemishes on Walls and Ceilings

Blemishes include nail pops, cracking or blistering visible on finished walls or ceilings. Cracks in the drywall that are 1/8 inch or greater that occur adjacent to windows and doors from expansion and contraction will be repaired using flexible latex caulking. Builder will also repaint the affected areas.

14.2 Repainting after Repair Work

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

14.3 Drywall Texture

Drywall texture is applied by hand and varies with the technique if the installer. Where tall walls exist, it is necessary to install the drywall texture in several passes. Breaks between application phases occur in all homes and sometimes are more visible due to the method of application. The inherent inconsistency of drywall texture is to be expected as with all hand applied troweled finishes. Builder will repair deviations, bumps or voids measuring over ¼ inch per 4 feet, which are not part of the intended texture. During repair, Builder will try to match the original texture as closely as possible, but a perfect match is not covered by this Warranty.

SECTION 15: INTERIOR TRIM AND MOLDINGS

15.1 Interior Trim Split

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

15.2 Gaps at Joints on Molding and Casing

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

SECTION 16: FLOORING

16.1 Subfloor Uneven
Builder will correct uneven wood subflooring exceeding ¼ inch within any 4-foot measurement. Correction may include application of a flexible floor-fill underlayment.
Note: For concrete subflooring see Section 1.

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

16.3 Cracked or Loosened Tile, Brick, Marble or Stone
Every home will settle over time. This is simply a result of the downward force of gravity on physical structures. Over time, a new home gradually sinks into the ground, and a lot depends on the soil composition and climate. Due to this natural occurrence, all tile, brick, marble, stone flooring and grout is subject to cracking over time. Builder will only replace cracked tiles if homeowner paid for an underlayment. Builder is not responsible for discontinued patterns or color variations when replacing tile, brick, marble, stone flooring or grout.

16.4 Tile Edges Not Even
When adjacent marble or ceramic tile edges are not even with each other, they cause a deviation called "lippage". Builder will repair lippage greater than 1/8th inch. Irregular tiles such as limestone, adoquin and Mexican pavers are not covered by this Warranty.

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

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

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

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

16.9 Vinyl Flooring Nail Pops
Builder will repair nail pops on vinyl flooring that are readily visible from a standing position.

16.10 Vinyl Flooring Patterns Misaligned
Vinyl flooring patterns at seams between adjoining pieces should align. Builder will correct misaligned flooring.

16.11 Vinyl Flooring Stains
Staining, fading or discoloration that occurs on the surface of vinyl flooring after completion is not covered by this Warranty.

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

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

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

SECTION 17: CABINETS AND COUNTERTOPS

17.1 Gaps between Cabinets and Ceilings or Walls
Gaps between cabinets and ceilings or walls should not exceed ¼ inch. Builder will repair the gap with caulking, putty, scribe molding or by repositioning the cabinets.

17.2 Cabinet Door or Facing Warped
Builder will repair cabinet doors and drawer fronts that are crooked or warped in excess of ¼ inch.

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

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

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

17.6 All Solid Surface Tops
Builder will repair cracked vanity tops at drains or along the countertop. Cracks, scratches or other damages caused by Homeowner are not covered by this Warranty.

17.7 Countertop Not Level
Countertops should be no more than ¼ inch per 4 feet out of level. If the countertop is more than ¼ inch per 4 feet out of level, Builder will make appropriate adjustments to the countertops.

17.8 Countertop Delaminated
Builder will repair delaminated high pressure laminate countertops.

SECTION 18: FIREPLACE AND CHIMNEY

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

18.2 Fireplace Smoke in Living Area
When fireplaces are used properly, smoke from the fireplace should not escape into living areas. In cases where smoke escapes into living area because of improper installation or design, Builder will take appropriate corrective action.
Note: High winds or external factors such as trees can cause negative draft situations. Make sure damper is fully opened.

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

18.4 Pre-Fab Gas Fireplace
Builder will repair any defects per the manufacturer's specifications. Cleaning and replacement of embers will be the responsibility of Homeowner.

18.5 Cracks in Masonry, Chimney Cap or Crown
It is normal for chimney caps to crack due to expansion and contraction. Chimney caps should be installed at least 2 inches thick to minimize cracking. Builder will replace any cracked chimney cap that is less than 2 inches thick and will fill any crack larger than 1/8th inch with grout to minimize water intrusion.

18.6 Chimney Separation
Chimneys should not separate more than ½ inch from the attached structure. If a separation exceeding ½ inch from the attached structure does occur, Builder will determine the cause and correct the problem.

SECTION 19: RETAINING WALLS

19.1 Drainage
By their nature, retaining walls will retain moisture if an adequate drainage system is not provided. Builder has installed drainage systems to ensure water drains from the retaining wall correctly. Homeowner should periodically inspect the drainage system to ensure it is not clogged and that water continues to drain properly. If moisture is not draining properly, it can negatively affect both the aesthetic and structural integrity of the retaining wall.

19.2 Efflorescence

Efflorescence is the white powder that can appear on the surface of a masonry wall. It is caused when water seeps through the wall dissolving salts inside of the structure. The water then evaporates, leaving the salt on the surface. This is a normal condition; therefore, Builder is not responsible for efflorescence. If the entire face of a wall is covered with efflorescence, the grade at the top of the wall should be checked to ensure that water is not entering between the wall and the damp-proofing membrane. Builder has established proper grade as of the date of completion. If Homeowner modifies the grade with additional grading, plantings or any other obstructions, there may be an increased chance for water intrusion that may lead to efflorescence occurring. For information on cleaning efflorescence, refer to Section 1.7 of this Warranty.

19.3 Foundation/Base

If the retaining wall has a below ground foundation, the base of a retaining wall should not be visible. This would expose the foundation, and the dirt around it, to erosion. Builder has established proper grade as of completion and is not responsible for erosion after completion. Homeowner is responsible for ensuring that the foundation is not visible and that the proper grade is maintained at the base of the wall sloping away from the foundation.

19.4 Movement

Poured concrete retaining walls are engineered to allow for small amounts of movement. To allow sections of walls to expand and contract, control joints are placed periodically. In some instances, these might be placed at breaks in the wall such as corners or half turns. In a long straight run, you should expect to see them about every 30 feet. The expected amount of movement should not be noticeable without some type of measuring device. However, if any discernible amount of movement is evidenced in the wall, the movement should be investigated further. If the movement is determined to cause the wall to be unsafe, Builder will make the necessary repairs, if needed, to ensure the wall is structurally sound.

19.5 Cracks

Hairline cracks, a normal occurrence is retaining walls, are considered cosmetic. Builder will repair cracks that exceed ¼ inch in width or vertical displacement by filling, patching or grinding. For cracks great than ¼ inch in walls located immediately adjacent to a foundation, Builder will make the necessary repairs, if needed, to ensure the wall is structurally sound.

19.6 Leaks

Block walls are designed to allow water to leak through them to relieve hydrostatic pressure. However, if the wall has been engineered with a designated drainage system, water should not leak through the wall in places other than through the designated system. Homeowner is responsible for make sure that drainage systems are not clogged to ensure they are keep in working order. Homeowner is also responsible for maintaining the grade at the top and sides of the wall, so water is diverted away from the wall and the grade does not rise higher than the damp proofing barrier. If water does leak through the wall other than through a designated system, Builder will take the appropriate action to fix the leak.

SECTION 20: POOLS, IRRIGATION AND LANDSCAPING

20.1 Pools

Builder warrants that the gunite or concrete swimming pool shell will remain structurally sound for one year. Structurally sound is defined as maintaining the structural integrity of the concrete swimming pool shell so as

to withstand all normal loads or stresses as anticipated by Builder's approved engineering plans. Upon written demand by you, Builder will perform necessary tests to determine if the concrete swimming pool shell is sound. If it is found not to be sound, Builder will, at no cost to you, perform repairs necessary to restore its structural integrity. If testing procedures show that the concrete swimming pool shell is sound, you will pay costs of testing and repair. Builder does not warranty against damage to the pool shell caused by failure to maintain proper water levels, underground water tables rising above the lowest point of the pool or damages caused by earth or fill ground movement, earthquake, acts of God, or acts of others. The term "concrete swimming pool shell" does not include trim coping (concrete or masonry applied to the structure for aesthetic purposes), tile, coloring or decking.

20.2 Pool Systems

Builder's line of pumps, filters, heaters, salt systems and automated controls are backed by a one year parts and labor warranty, beginning on the day of plaster installation, for any defects in materials or workmanship. Equipment other than Builder's line is covered by manufacturer's warranties for not less than 12 months from date of pool plaster. Pool plumbing, piping and plumbing accessories, electrical, gas and all underground installations provided by Builder are warranted to be free of defects in material and workmanship for a period of 1 year from the date of pool plaster.

20.3 Concrete and Masonry

Decks, plaster, walls, stucco, coping and all other masonry products are warranted to be free of defects in material and workmanship for a period of one year from date of installation. Concrete and masonry products are inherently subject to cracking, checking, discolorations, staining and lack of uniformity of color. These conditions are not considered defective. Raising or settling which results from expansive or preexisting insufficiently compacted soils is not warranted.

20.4 Limitations of Pool Warranty

Notwithstanding the above, your warranty is limited in the following regards: Builder does not warrant against damages, failures or reductions of any equipment caused by substitution or addition of equipment not designed, installed or expressly authorized by Builder. Builder does not warrant against defects or failures caused by lack of reasonable care, failure to provide necessary maintenance, incorrect water chemistry, freezing, improper operation or vandalism. Job-site labor warranty does not extend to lights, cartridge elements, skimmers, valves fittings or chemical feeders. Warranty on pump seals, valves, lights and O-rings are limited to one year. Damages caused by earth or fill ground movement, earthquake, acts of God or acts of others. All warranties and guarantees set forth above are subject to complete payment of all monies to Builder, including any contract changes and change orders.

20.5 Irrigation System

Builder, for a period of 30 days after completion, will repair installation defects in irrigation systems. After such 30 day period, Homeowner is responsible for all maintenance and repair of any irrigation system installed by Builder.

20.6 Landscaping:

Landscaping such as trees and bushes are covered under warranty for (30) thirty days after closing.

SPOSEN HOMES DOES NOT ACCEPT RESPONSIBILITY FOR THE CARE, MAINTENANCE OR CONDITION OF THE LANDSCAPING EXCEPT FOR PROBLEMS NOTED IN WRITING AT THE WALKTHROUGH.

SECTION 21: DRIVEWAY AND EXTERIOR CONCRETE SERVICES

21.1 Masonry (Brick) Driveway Settlement/Shifting

Pavers are a concrete product and minor cracks and chips due to production, transportation, handling and installation will be present. Color variations between pavers may also be present initially, but will diminish over time as they cure. Efflorescence is a whitish haze that may occur during the first six months, it is a salt deposit brought to the surface by evaporating water. Decorative pavers will require owner maintenance throughout the lifetime of the home. From time to time pavers may sink if there is washout from excessive rains, heavy vehicles coming in and out of the driveway or other such events. Builder will maintain the decorative pavers up to 30 days after CO. Re-sanding any sinking pavers is a homeowner's maintenance responsibility thereafter.

21.2 Masonry Driveway Color Variation

Variation in the masonry or brick colors should be expected. Shade variations are normal and should be expected from weather, oxidation and pollutants. Because of this, color variation in masonry driveways is not covered under this Warranty.

21.3 Cracks/Chips in Masonry Driveway

Unless noted in the final walkthrough, any crack or chip in the masonry driveway is not covered under this Warranty. In cases when cracks and/or chips are noted on the final walkthrough, Builder will take necessary corrective action.

21.4 Pop-Outs in Exterior Concrete

Small pop-outs in exterior concrete are related to soft aggregate used in standard residential concrete mixes. Pop-outs are not covered under this Warranty and will not be repaired by Builder.

21.5 Surface Scaling in Exterior Concrete

Surface scaling in exterior concrete can result from salt and chemicals used to treat roads. Unless more than 50% of the surface is affected, scaling is not covered under this Warranty. In cases where more than 50% of the surface is affected, Builder will repair using appropriate methods.

21.6 Concrete Settling

Garage floors, concrete walkways, patios and steps should not settle, heave or separate from the house structure in excess of 1 inch in freezing climates or ¾ inch in non-freezing climates. In cases where this occurs, Builder will repair damaged portions of the concrete, using methods at Builder's discretion.

21.7 Water Ponding on Exterior Concrete

After the rain ceases, water ponding should not exist on concrete surfaces for more than 24 hours. In the event that water ponding exists beyond the 24-hour period, Builder will take discretionary corrective action.

21.8 Common Area Sidewalks

Community sidewalks are not covered by this Warranty. Please refer to your community's governing documents for details on sidewalk maintenance and repairs.

21.9 Exterior Concrete Paver Surfaces

Surface variances greater than ½ inch per 4 feet will be repaired. Due to the nature of the product, irregularities in the shape, color, texture, size and finish can be expected and these variances are not covered by this Warranty.

21.10 Cracks in Exterior Concrete

Driveways, sidewalks, stoops, patios, etc., are exposed to elements year round and are subject to wear and tear from weather. Cracks are to be expected due to curing, expansion and contraction. Builder will repair cracks exceeding ¼ inch in width or vertical displacement by filling, patching or grinding.