



Limited Warranty

for

Owner

Huntington Remodeling, LLC

Contractor

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LIMITED WARRANTY

A. DEFINED TERMS

The following terms are used in the Limited Warranty as defined below:

<i>“Adverse effect”</i>	A tangible condition that substantially impairs the functionality of the habitable areas of the Home.
<i>“Code”</i>	A building Code specified in the Performance Guidelines.
<i>“Contractor”</i>	Huntington Remodeling, LLC
<i>“Contractor Responsibility”</i>	The corrective action required of the Contractor to repair the construction defect. Parties may agree to an alternative remedy.
<i>“Defect”</i>	A condition of any item warranted by this Limited Warranty that exceeds the allowable tolerance specified in this Limited Warranty. A Code Violation, in the absence of causing actual physical damage to the Home, is not itself a Defect.
<i>“Excessive or excessively”</i>	A quantity, amount or degree that exceeds that which is normal, usual or reasonable under the circumstance.
<i>“Extreme Weather Condition(s)”</i>	Weather conditions in excess of or outside of the scope of the design criteria stated or assumed for the circumstance in the Code.
<i>“Habitable Area”</i>	The air-conditioned space of a Home or if there is no air-conditioning, then the livable area, excluding the attic, garage, porches, and patios.
<i>“Owner”</i>	Whether one or more means the person(s) listed on the Limited Warranty Enrollment Form and their successors in title.
<i>“Owner Responsibility”</i>	An action required by the Owner for proper maintenance or care of the Home or an element or component of the Home. Owner's failure to substantially comply with a stated Owner responsibility creates an exclusion to the warranty for the performance guideline. Owner is deemed responsible for all acts and omissions of a tenant who leases the home from Owner. Damage caused by tenant misuse, neglect, failure to perform maintenance, and the resulting damage to the property resulting from such acts or omissions are excluded and not covered by this Limited Warranty.
<i>“Parties”</i>	The parties to this Agreement (Contractor and Owner).
<i>“Price”</i>	The agreed contract price of the Scope of Work performed by Contractor in the Home.
<i>“Effective Date”</i>	The date shown on the Limited Warranty Enrollment Form.

“Appliances, Fixtures
And Items of Equipment”

A component of the home that was manufactured away from the site of the home and that was installed without material modification by Contractor as part of its Scope of Work. Examples includes but is not limited to: furnaces and fittings, air handling equipment, exhaust fans, air conditioning equipment, water heaters, pumps, stoves, ovens, microwave ovens, ceiling fans, ice machines, security alarms, garbage disposals, trash compactors, dishwashers, automatic door openers, bathtubs, whirlpool tubs, sinks, toilets, faucets and fittings, central vacuum systems, lighting fixtures, speakers, circuit breakers and any other manufactured products attached to or installed in the Home.

“Original Construction
Elevations”

Actual elevations of the foundation taken prior to substantial completion of the Home’s original construction. If no such actual elevations are taken then the foundation for the habitable areas of the Home are presumed to be level within 1.0 inches plus or minus over the length of the foundation.

“Performance Guidelines”

Subject to Exclusion D.5 (foreclosure), the International Residential Code (“IRC”) and National Electrical Code (“NEC”) for One- and Two-Family Dwellings as modified locally or by statute (collectively referred to as the “Codes”) in effect at the time construction of the Home began, the *Building and Performance Standards* (set forth herein), manufacturer’s instructions and specifications (including an alternative method of installation that is acceptable to the manufacturer is utilized that does not void any warranty), and to the extent that specific standards do not exist in any of the foregoing publications for a claimed defect, then the locally accepted building practices. The Codes shall be limited to the applicable warranty period (e.g., claims for Code violations for plumbing, electrical, and mechanical must be brought in the first two years. All other Code complaints, must be brought in the first year.)

“Scope of Work” or “Work”

The work performed by Contractor consisting of the services, material, and labor provided. All existing structures and other elements of the Home are excluded.

“Span”

The distance between two supports. For cantilevered elements, L shall be determined as twice the distance from the last support to the unsupported end of the element. For calculating overall deflection or tilt of slab foundations, L shall be defined as the edge to edge distance across any slab cross-section for which deflection or tilt is to be calculated.

B. LIMITED WARRANTY COVERAGE

Contractor warrants that the Work will be performed consistent with the *Performance Guidelines*. During only the first year following the Effective Date, Contractor will provide warranty coverage for conditions that vary from the *Performance Guidelines*. Contractor’s sole obligation shall be to repair the condition, or alternatively in its sole discretion, pay Owner the reasonable cost of repair. This is not an insurance policy; it is a Limited Warranty from Contractor to Owner. The coverage afforded by Contractor in this Limited Warranty is not insured. Where a claimed Defect cannot be observed or determined under normal conditions, it is Owner’s responsibility to substantiate that the condition exists.

Owner agrees that the terms of this express Limited Warranty are clear, specific and sufficiently detailed to establish the exclusive standards of construction performance and service for home components and the electrical, plumbing, and HVAC systems under the one-year warranty. Therefore, there is no gap-filler implied warranty of good and workmanlike performance or construction applicable to Contractor. This express Limited Warranty is subject to all of the Exclusions (Section D). This express Limited Warranty may not be modified, revised, extended or supplemented except in writing signed by Owner and an authorized representative of Contractor.

1. COVERAGE FOR VARIANCE FROM PERFORMANCE GUIDELINES

One Year Coverage: Subject to the Exclusions in Section D, Contractor warrants the Scope of Work performed by Contractor in the Home, except as otherwise expressly limited in this warranty, to be in substantial compliance with the *Performance Guidelines* for a period of one year after the Effective Date.

“Appearance items” are those characteristics in the Home that can be seen but have no functional, mechanical or structural role. Visual perception of these items varies from person to person. For example, variations in the wall texture may look appealing to one person and unappealing to another. **Appearance items are not warranted.**

“*Cosmetic damage*” includes but is not limited to scratched countertops or windows, chipped or smudged paint, chips or dents in flooring, dents in walls, chipped tubs, etc. that exceed reasonable tolerance for new construction. **Cosmetic damage caused by Owner or it’s tenants or invitees (“Owner Damage”) is not covered by this Limited Warranty. Unless the Owner notifies Contractor of a particular item of cosmetic damage prior to project completion, such cosmetic damage will be deemed to be Owner Damage and will not be covered under the warranty or repaired by Contractor.**

2. NO STRUCTURAL WARRANTY

Contractor expressly excludes, disclaims and does not provide any warranty for structural components of the Home including:

The load-bearing portions of the following elements of the Home:

1. Footings and Foundation;
2. Beams;
3. Headers;
4. Girders;
5. Lintels;
6. Columns (other than a column that is designed to be cosmetic);
7. Load-bearing walls and partitions;
8. Roof framing systems including ceiling framing;
9. Floor systems; and
10. Masonry arches

3. APPLIANCES

Contractor assigns to Owner all warranties from the manufacturer for Appliances, Fixtures and Items of Equipment that are furnished to Contractor. Contractor provides no warranty on those items. If it is necessary to request warranty service, Owner must make a request directly to the manufacturer or its representative. In the unlikely event that the manufacturer is not responsive to the request, Contractor may (but is not obligated to) assist Owner in attempting to obtain the necessary repairs or replacements from the manufacturer if the appliance or equipment is still in warranty. In the event that Contractor provides necessary repairs or replacement of any Appliances, Fixtures and Items of Equipment, it shall be subrogated to Owner’s rights against the manufacturer.

Performance Standards for Components of the Scope of Work performed by Contractor in the Home Subject to a Maximum Warranty of One Year for Workmanship and Materials.

§2.10. Slab Foundation and Finished Concrete Floors.

No warranty – Disclaimed and Excluded

§2.11. Performance Standards for Framing.

(a) Building and Performance Standard for Walls.

- (1) Walls shall not bow or have depressions that equal or exceed 1/4 of an inch out of line within any 32-inch horizontal measurement as measured from the center of the bow or depression or 1/2 of an inch within any eight-foot vertical measurement. If a wall does not meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (2) Walls shall be level, plumb and square to all adjoining openings or other walls within 3/8 of an inch in any 32-inch measurement. If a wall does not meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (3) A crack in a beam or a post shall not equal or exceed 1/2 of an inch in width at any point along the length of the crack. If a crack in the beam or post fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (4) A non-structural post or beam shall not have a warp or twist to equal or exceeding one inch in eight-feet of length. Warping or twisting shall not damage beam pocket. If a non-structural post or beam fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (5) Exterior sheathing shall not delaminate or swell.
 - (A) If exterior sheathing delaminates or swells, the Contractor shall take such action as is necessary to bring the variance within the standard stated in paragraph (5) of this subsection.
 - (B) The Owner shall not make penetrations in the exterior finish of a wall that allow moisture to come in contact with the exterior sheathing. The Contractor will not be liable for swelling or delamination caused by penetrations made by the Owner.
- (6) An exterior moisture barrier shall not allow an accumulation of moisture inside the barrier.
 - (A) If an exterior moisture barrier allows an accumulation of moisture inside the barrier, the Contractor shall take such action as is necessary to bring the variance within the standard stated in paragraph (6) of this subsection.
 - (B) The Owner shall not make penetrations through the exterior moisture barrier that permit the introduction of moisture inside the barrier. The Contractor will not be liable for moisture caused by penetrations made by the Owner.

(b) Performance Standards for Ceilings.

A ceiling shall not bow or have depressions that equal or exceed 1/2 of an inch out of line within a 32-inch measurement as measured from the center of the bow or depression running parallel with a ceiling joist. If a ceiling has a bow or depression that is greater than the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.

(c) Performance Standards for Sub-floors.

- (1) Under normal residential use, the floor shall not make excessive squeaking or popping sounds. If the floor makes excessive squeaking or popping sounds under normal residential use, the Contractor shall take such action as is necessary to bring the variance within the standard stated in this paragraph.

- (2) Sub-floors shall not delaminate or swell to the extent that it causes observable physical damage to the floor covering or visually affects the appearance of the floor covering. Exposed structural flooring, where the structural flooring is used as the finished flooring, is excluded from the standard stated in this paragraph. If a sub-floor delaminates or swells to the extent that it affects the floor covering as stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (3) Sub-flooring shall not have excessive humps, ridges, depressions or slope within any room that equals or exceeds 3/8 of an inch in any 32-inch direction. If the sub-flooring fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

(d) Performance Standards for Stairs.

- (1) Stair steepness and dimensions such as tread width, riser height, landing size and stairway width, shall comply with the Code. If stair steepness and dimensions do not comply with the Code, the Contractor shall take such action as is necessary to bring the variance within the standard stated in this paragraph.
- (2) Under normal residential use, stairs shall not make excessive squeaking or popping sounds. If stairs make excessive squeaking or popping sounds under normal residential use, the Contractor shall take such action as is necessary to bring the variance within the standard stated in this paragraph.

(e) Performance Standards for Wood or Wood Framed Columns

- (1) Wood or wood framed columns shall not be out of plumb in excess of 3/4 of an inch in an 8-foot span. If the column fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (2) Wood columns shall not have a crack that equals or exceeds 1/2 of an inch in width at any point along the length of the crack. If a crack in a wood column fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

§2.12. Performance Standards for Drywall.

- (a) A drywall surface shall not have a bow or depression that equals or exceeds 1/4 of an inch out of line within any 32-inch horizontal measurement as measured from the center of the bow or depression or 1/2 of an inch within any eight-foot vertical measurement. If a drywall surface fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (b) A ceiling made of drywall shall not have bows or depressions that equal or exceed 1/2 of an inch out of line within a 32-inch measurement as measured from the center of the bow or depression running parallel with a ceiling joist or 1/2 of an inch deviation from the plane of the ceiling within any eight-foot measurement. If a drywall ceiling fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (c) A drywall surface shall not have a crack such that any crack equals or exceeds 1/32 of an inch in width at any point along the length of the crack. If a drywall surface has a crack that exceeds the standard in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (d) Crowning at a drywall joint shall not equal or exceed 1/4 of an inch within a twelve-inch measurement centered over the drywall joint. If crowning at a drywall joint exceeds the standards stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard. Crowning occurs when a drywall joint is higher than the plane of the drywall board on each side.
- (e) A drywall surface shall not have surface imperfections such as blisters, cracked corner beads, seam lines, excess joint compound or trowel marks that are visible from a distance of six feet or more in normal light. If a drywall surface fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (f) A drywall surface shall not be out of level (horizontal), plumb (vertical) or square (perpendicular at a 90-degree angle) such that there are variations in those measurements to wall or surface edges at any opening, corner, sill, shelf, etc. shall not equal or exceed 3/8 of an inch in any 32-inch measurement along the wall or surface.
 - (1) If a drywall surface fails to meet the standard stated in subsection (f) of this section, the Contractor shall take such action as is necessary to bring the variance within the standard.

- (2) This standard shall not apply to remodeling projects where existing conditions do not permit the Contractor to achieve the performance standard. At or about the time of discovery of such a preexisting condition, a remodeler shall notify the Owner, in writing, of any existing condition that prevents achievement of the standard.
- (g) Nails or screws shall not be visible in a drywall surface. If nails or screws are visible, the Contractor shall take such action as is necessary to bring the variance within the standard.

§2.13. Performance Standards for Insulation.

- (a) Insulation shall be installed in the walls, ceilings and floors of a Home in accordance with the building plan and specifications and the Code. If the insulation in walls, ceilings or floors is not in accordance with the building plans and specifications and the Code, the Contractor shall take such action as is necessary to bring the variance within the standard stated in this subsection.
- (b) Blown insulation in the attic shall not displace or settle so that it reduces the R-value below manufacturer's specifications, the building plans and the Code. If the blown insulation in the attic reduces, settles or is displaced to the extent that the R-value is below the manufacturer's specifications, the building plans and Code, the Contractor shall take such action as is necessary to bring the variance within the standard stated in this subsection.
- (c) A gap equal to or in excess of 1/4 of an inch between insulation batts or a gap between insulation batts and framing members is not permitted. If a gap equal to or greater than 1/4 of an inch occurs between insulation batts; or a gap occurs between an insulation batt and a framing member, the Contractor shall take such action as is necessary to bring the variance within the standard stated in this subsection.
- (d) Insulation shall not cover or block a soffit vent to the extent that it blocks the free flow of air. If the insulation covers or blocks the soffit vent, the Contractor shall take such action as is necessary to bring the variance within the standard stated in this subsection.

§2.14. Performance Standards for Exterior Siding and Trim.

(a) Performance Standards for Exterior Siding.

- (1) Exterior siding shall be equally spaced and properly aligned. Horizontal siding shall not equal or exceed 1/2 of an inch off parallel with the bottom course (or 1/4 of an inch off parallel with the adjacent course from corner to corner. If siding is misaligned or unevenly spaced and fails to meet the performance standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (2) Siding shall not gap or bow. A siding end joint shall not have a gap that equals or exceeds 1/4 of an inch in width. Siding end joint gaps shall be caulked. A bow in siding shall not equal or exceed 3/8 of an inch out of line in a 32-inch measurement. If siding has gaps or bows that exceed the standards stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (3) Nails shall not protrude from the finished surface of siding, but nail heads may be visible on some products where allowed by the manufacturer's specifications.

If a nail protrudes from the finished surface of siding, the Contractor shall take such action as is necessary to bring the variance within the standard stated in this paragraph.
- (4) Siding shall not have a nail stain. If siding has a nail stain, the Contractor shall take such action as is necessary to bring the variance within the standard stated in this paragraph.
- (5) Siding and siding knots shall not become loose or fall off. If siding or siding knots become loose or fall off, the Contractor shall take such action as is necessary to bring the variance within the standard stated in this paragraph.
- (6) Siding shall not delaminate. If siding fails to comply with the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

- (7) Siding shall not cup in an amount equal to or exceeding 1/4 of an inch in a six-foot run. If siding fails to comply with the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (8) Siding shall not have cracks or splits that equal or exceed 1/8 of an inch in width. If siding fails to comply with the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

(b) Performance Standards for Exterior Trim.

- (1) A joint between two trim pieces shall not have a separation at the joint equal to or exceeding 1/4 of an inch in width and all trim joints shall be caulked. If there is a separation at a trim joint that fails to comply with the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (2) Exterior trim and eave block shall not warp in an amount equal to or exceeding 1/2 of an inch in an eight-foot run. If exterior trim or eave block warps in excess of the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (3) Exterior trim and eave block shall not cup in an amount equal to or in excess of a 1/4 of an inch in a six-foot run. If exterior trim or eave block cups in excess of the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (4) Exterior trim and eave block shall not have cracks or splits equal to or in excess of 1/8 of an inch in average width. If exterior trim or eave block has cracks in excess of the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (5) Trim shall not have nails that completely protrude through the finished surface of the trim, but nail heads may be visible on some products.
 - (A) If a nail protrudes from the finished surface of the trim, the Contractor shall take such action as is necessary to bring the variance within the standard within the standard stated in paragraph (5) of this subsection.
 - (B) Some products specify that the nails be flush with the trim surface. When these products are used, visible nail heads are not considered protruding nails as long as they are painted over.
- (6) Trim shall not have a nail stain. If trim has a nail stain, the Contractor shall take such action as is necessary to bring the variance within the standard stated in this paragraph.

§2.15. Performance Standards for Masonry including Brick, Block and Stone.

- (a) A masonry wall shall not bow in an amount equal to or in excess of one inch when measured from the base to the top of the wall.**
 - (1) If a masonry wall fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (2) The standard set forth in this subsection does not apply to natural stone products.
- (b) A masonry unit or mortar shall not be broken or loose.** If a masonry unit or mortar fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (c) A masonry mortar crack shall not equal or exceed 1/8 of an inch in width.** If a crack in masonry mortar fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (d) A masonry unit or mortar shall not deteriorate.** If a masonry unit or mortar fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (e) Masonry shall not have dirt, stain or debris on the surface due to construction activities.** If masonry fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.

- (f) **A gap between masonry and adjacent material shall not equal or exceed 1/4 of an inch in average Width and all such gaps shall be caulked.** If a gap between masonry and adjacent material fails to meet the standards stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (g) **Mortar shall not obstruct a functional opening, such as a vent, weep hole or plumbing cleanout.**
 - (1) If the mortar obstructs a functional opening, the Contractor shall take such action as is necessary to bring the variance within the standard stated in this subsection.
 - (2) The Owner shall not put any material into weep holes. Weep holes are an integral part of the wall drainage system and must remain unobstructed.
- (h) **Masonry Columns.**
 - (1) Masonry columns shall not be out of plumb in excess of 3/4 of an inch in an 8-foot span. If the column fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

§2.16. Performance Standards for Stucco.

n/a

§2.17. Performance Standards for Roofs.

- (a) **Flashing shall prevent water penetration.**
 - (1) If the flashing fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (2) The Contractor shall not be responsible for leaks caused by extreme weather.
- (b) **The roof shall not leak.**
 - (1) If the roof fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (2) The Contractor shall not be responsible for leaks caused by extreme weather or penetrations made by the Owner.
 - (3) The Owner shall perform periodic maintenance to prevent leaks due to build-up of debris, snow or ice. The Owner shall take such action as is necessary to prevent downspouts and gutters from becoming clogged. The Owner should periodically apply mastic around roof penetrations.
- (c) **A vent, louver or other installed attic opening shall not leak.**
 - (1) If a vent, louver or other installed attic opening fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (2) The Contractor shall not be responsible for leaks caused by extreme weather.
- (d) **A gutter or downspout shall not leak or retain standing water.** After cessation of rainfall, standing water in an unobstructed gutter shall not equal or exceed 1/2 of an inch in depth.
 - (1) If a gutter or downspout fails to meet the standard in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (2) The Contractor shall not be responsible for leaks caused by extreme weather.
 - (3) The Owner shall maintain and clean gutters and downspouts to prevent buildup of debris or other obstructions.
- (e) **Shingles, tiles, metal or other roofing materials shall not become loose or fall off in wind speeds less than those set forth in the manufacturer's specifications.** If the shingles, tiles, metal or other roofing materials fail to meet the

standard in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.

- (f) **A skylight shall not leak.** If a skylight fails to meet the standard in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (g) **Water shall drain from a built-up roof within two hours after cessation of rainfall.** The standard does not require that the roof dry completely within the time period. If the built-up roof fails to meet the standard in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (h) **A roof tile shall not be cracked or broken.** No shingle shall be broken so that it detracts from the overall appearance of the Home. If roof tiles or shingles fail to meet the standard in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (i) **A pipe, vent, fireplace or other object designed to penetrate the roof shall not be located within the area of roof valley centerline without proper "cricketing" or other Code-approved water diversion methods.** If a pipe, vent, fireplace or other object designed to penetrate the roof is not correctly located as provided in the performance standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (j) **The exterior moisture barrier of the roof shall not allow moisture penetration.**
 - (1) If the exterior moisture barrier fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (2) The Owner shall not make penetrations through exterior moisture barrier of the roof.
- (k) **Standing seam metal roofs shall not rust.**
 - (1) If the standing seam metal roof fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (2) Galvanized metal roofs should not rust during the first year. Paint grip roofs may develop small patches of rust. Excessive rust will be repaired by Contractor.

§2.18. Performance Standards for Doors and Windows.

- (a) **Performance Standards for Both Doors and Windows.**
 - (1) When closed, a door or window shall not allow excessive infiltration of air or dust. If a door or window fails to meet the performance standard stated in this paragraph the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (2) When closed, a door or window shall not allow excessive accumulation of moisture inside the door or window.
 - (A) If a door or window fails to meet the performance standard stated in paragraph (2) of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) The Owner shall keep weep holes on windows and doors free of dirt buildup and debris, thereby allowing water to drain properly.
 - (C) Most door and window assemblies are designed to open, close and weep moisture-allow condensation or minor penetration by the elements to drain outside.
 - (3) Glass in doors and windows shall not be broken due to improper installation or construction activities. If glass in a window or door is broken due to improper installation or construction activities, the Contractor shall take such action as is necessary to bring the variance within the standard stated in this paragraph.
 - (4) A screen in a door or window shall fit properly and shall not be torn or damaged due to construction activities. A screen shall not have a gap equal to or exceeding 1/4 of an inch between the screen frame and the window frame. If a screen in a door or window fails to meet the performance standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (5) There shall be no condensation between window and door panes in a sealed insulated glass unit.

- (A) If a window or door fails to meet the performance standard stated in paragraph (5) of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) The Owner shall not apply a tinted window film or coating to window or door panes in sealed insulated glass units.
- (6) A door or window latch or lock shall close securely and shall not be loose or rattle. If a door, window latch or lock fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (7) A door or window shall operate easily and smoothly and shall not require excessive pressure when opening or closing. If a door or window fails to meet the performance standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (8) A door or window shall be painted or stained according to the manufacturer's specifications. If a window or door fails to meet the performance standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

(b) Performance Standards for Windows.

A double hung window shall not move more than two inches when put in an open position. If a window fails to meet the performance standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.

(c) Performance Standards for Doors.

- (1) A sliding door and door screen shall stay on track.
 - (A) If a sliding door or door screen fails to perform to the standard stated in paragraph (1) of this subsection, Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) The Owner shall clean and lubricate sliding door or door screen hardware as necessary.
- (2) The spacing between an interior door bottom and original floor covering, except closet doors, shall not exceed 1.5 inches and shall be at least 1/2 of an inch. The spacing between an interior closet door bottom and original floor covering shall not exceed two inches and shall be at least 1/2 of an inch. If the spacing between a door bottom and the original floor covering does not meet the performance standards stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (3) A door shall not delaminate. If a door becomes delaminated, a Contractor shall take such action as is necessary to bring the variance within the standard stated in this paragraph.
- (4) A door panel shall not split so that light from the other side is visible. If a door panel fails to meet the performance standards stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (5) A door shall open and close without binding. If a door fails to perform in accordance with the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (6) A door shall not warp to the extent that it becomes inoperable. A warp in a door panel shall not equal or exceed 1/4 of an inch from original dimension measured vertically, horizontally or diagonally from corner to corner. If a door fails to perform in accordance with the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (7) A storm door shall open and close properly and shall fit properly. If a door fails to perform in accordance with the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (8) When a door is placed in an open position, it shall remain in the position it was placed, unless the movement is caused by airflow. If a door fails to perform in accordance with the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

- (9) A metal door shall not be dented or scratched due to construction activities. If a metal door fails to comply with the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

(d) Performance Standards for Garage Doors.

- (1) A metal garage door shall not be dented or scratched due to construction activities. If a metal garage door fails to comply with the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (2) A garage door opener, if provided, shall operate properly in accordance with manufacturer's specifications.
 - (A) If a garage door opener fails to perform in accordance with the standard stated in paragraph (2) of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) An Owner shall maintain tracks, rollers and chains and shall not block or bump sensors to electric garage door openers.
- (3) A garage door shall not allow excessive water to enter the garage and the gap around the garage door shall not equal or exceed 1/2 of an inch in width. If a garage door allows excessive water to enter the garage or the gap around the garage door equals or exceeds 1/2 of an inch, the Contractor shall take such action as is necessary to bring the variance within the standard stated in this paragraph.
- (4) A garage door spring shall operate properly and shall not lose tension, break or be undersized. If a garage door spring fails to perform in accordance with the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (5) A garage door shall remain in place at any open position, operate smoothly and not be off track. If a garage door fails to perform in accordance with the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

§2.19. Performance Standards for Interior Flooring.

(a) Performance Standards for Carpet, Vinyl Flooring and Wood Flooring.

Performance standards for ceramic tile, flagstone, marble, granite, slate, quarry tile other hard surface floors, except finished concrete floors, are located in §2.20.

(b) Performance Standards for Carpet.

- (1) Carpet shall not wrinkle and shall remain tight, lay flat and be securely fastened. If the carpet fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (2) Carpet seams shall be smooth without a gap or overlap. If the carpet fails to meet the standards stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (3) Carpet shall not be stained or spotted due to construction activities. If the carpet fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

(c) Performance Standards for Finished Concrete Floor.

- (1) A finished slab, located in a living space that is not otherwise designed for drainage, shall not have pits, depressions or unevenness that equals or exceeds 3/8 of an inch in any 32 inches.
 - (A) If a finished concrete slab in a living space fails to meet the standard stated in paragraph (1) of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) Finished concrete slabs in living spaces that are designed for drainage, such as a laundry room, are excepted from the standards stated in paragraph (1) of this subsection.

- (2) Finished concrete slabs in living spaces shall not have separations, including joints, and cracks that equal or exceed 1/8 of an inch in width or 1/16 of an inch in vertical displacement. If a finished concrete slab in a living space fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

(d) Performance Standards for Wood Flooring.

- (1) Wood flooring shall not have excessive humps, depressions or unevenness that equals or exceeds 3/8 of an inch in any 32-inch direction within any room. If wood flooring fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (2) Wood flooring shall remain securely attached to the foundation or sub-floor unless the wood flooring is designed to be installed without nails, glue, adhesives or fasteners. If wood flooring fails to meet the standards stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (3) Wood flooring shall not have open joints and separations that equal or exceed 1/8 of an inch.
 - (A) If wood flooring fails to meet the standards of paragraph (3) of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) These standards do not apply to non-hardwood species that contain greater moisture and may shrink after installation or structural floors that are designed to serve as the finished floor. If the floor is designed as a structural finish floor, the Contractor must provide a written explanation of the characteristics of that floor to the Owner prior to the execution of the contract.
- (4) Strips of floorboards shall not cup in an amount that equals or exceeds 1/16 of an inch in height in a three-inch distance when measured perpendicular to the length of the board.
 - (A) If the wood flooring fails to meet the standard stated in paragraph (4) of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) This standard does not apply to non-hardwood species that typically shrink after installation or structural floors that are designed to serve as the finished floor. If the floor is designed as a structural finish floor, the Contractor must provide a written explanation of the characteristics of that floor to the Owner.
- (5) Unless installed as a specialty feature, wood flooring shall not have excessive shade changes or discoloration due to the construction activities of the Contractor. If the wood floor fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (6) Unless installed as a specialty feature, wood flooring shall not be stained, spotted or scratched due to construction activities of the Contractor. If wood flooring fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

(e) Performance Standards for Vinyl Flooring.

- (1) Vinyl flooring shall be installed square to the most visible wall and shall not vary by 1/4 of an inch in any six-foot run. If the vinyl flooring fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (2) The seam alignment in vinyl flooring shall not vary such that the pattern is out of alignment in an amount that equals or exceeds 1/8 of an inch. If the vinyl flooring fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (3) Vinyl flooring shall remain securely attached to the foundation or sub-floor. If the vinyl flooring fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (4) A vinyl floor shall not have a depression that equals or exceeds 1/2 of an inch in any six-foot run. If a vinyl floor has a depression that exceeds the standard stated in this paragraph and the depression is due to construction activities, the Contractor shall take such action as is necessary to bring the variance within the standard.

- (5) A vinyl floor shall not have a ridge that equals or exceeds 1/2 of an inch when measured as provided in this paragraph. The ridge measurement shall be made by measuring the gap created when a six-foot straight edge is placed tightly three inches on each side of the defect and the gap is measured between the floor and the straight edge at the other end. If a vinyl floor has a ridge that fails to comply with the standard stated in this paragraph and the ridge is due to construction activities, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (6) Vinyl floor shall not be discolored, stained or spotted due to the construction activities of the Contractor. If the vinyl floor fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (7) Vinyl flooring shall not be scratched, gouged, cut or torn due to construction activities. If the vinyl flooring fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (8) Debris, sub-floor seams, nails and/or screws shall not be detectable under the vinyl floor from a distance of three feet or more in normal light. If the vinyl flooring fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (9) Sub-flooring shall not cause vinyl flooring to rupture. If vinyl flooring fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (10) A seam in vinyl flooring shall not have a separation that equals or exceeds 1/16 of an inch in width. Where dissimilar materials abut, there shall not be a gap equal to or greater than 1/8 of an inch. If vinyl flooring fails to meet the standards stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

§2.20. Performance Standards for Hard Surfaces, including Ceramic Tile, Flagstone, Marble, Granite, Slate, Quarry Tile, Finished Concrete or Other Hard Surfaces.

(a) Performance Standards for Hard Surfaces Generally.

- (1) A hard surface shall not break or crack due to construction activities. If a hard surface is cracked or broken due to construction activities, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (2) A hard surface shall remain secured to the substrate. If a hard surface fails to perform in accordance with the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (3) A surface imperfection in floor hard surface shall not be visible from a distance of three feet or more in normal light. A surface imperfection in non-floor hard surface shall not be visible from a distance of two feet or more in normal light. If a hard surface fails to meet the standards stated in this paragraph due to construction activities, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (4) Color variations between field hard surfaces and trim hard surfaces should not vary excessively due to construction activities.
 - (A) If color variations between field and trim hard surfaces are excessive and are due to construction activities, the Contractor shall take such action as is necessary to bring the variance within the standard stated in paragraph (4) of this subsection.
 - (B) Natural products such as flagstone, marble, granite, slate and other quarry tile will have color variation.
- (5) Hard surface areas shall not leak. If a hard surface area fails to perform in accordance with the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (6) The surfaces of two adjacent hard surfaces shall not vary in an amount equal to or exceeding 1/16 of an inch displacement at a joint, with the exception of transition trim pieces. If a joint between two hard surfaces fails to meet the performance standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (7) Hard surface layout or grout line shall not be excessively irregular.

- (A) If hard surface layouts or grout lines fail to meet the performance standard stated in paragraph (7) of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) Natural products such as flagstone, marble, granite, slate, and other quarry tile will have size variations that may create irregular layouts or grout lines.
- (8) Hard surface countertops shall be level to within 1/4 of an inch in any six-foot measurement. If a hard surface countertop is not level to within the standards stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (b) Performance Standards for Grout**
- (1) Grout shall not crack or deteriorate. If grout fails to meet the performance standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (2) Grout shall not change shade or discolor excessively due to construction activities. If grout fails to perform to the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (c) Performance Standards for Concrete Countertops.**
- (1) A concrete countertop shall not have excessive pits, depressions, or unevenness that equal or exceed 1/8 of an inch in any 32-inch measurement. If a concrete countertop fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (2) A concrete countertop shall not have separations or cracks equal to or exceeding 1/16 of an inch in width or 1/64 of an inch in vertical displacement. If a concrete countertop fails to meet the standards stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (3) A finished concrete countertop shall not be stained, spotted or scratched due to construction activities. If a concrete countertop fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (4) A concrete countertop shall not have a chipped edge that extends beyond 1/16 of an inch from the edge of the countertop due to construction activities. If a concrete countertop fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (5) A concrete countertop shall not change shade or discolor excessively due to construction activities. If a concrete countertop fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

§2.21. Performance Standards for Painting, Stain and Wall Coverings.

(a) Performance Standards for Caulking. Interior caulking shall not deteriorate or crack excessively.

If the interior caulking fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

(b) Performance Standards for Painting and Stain.

- (1) Paint or stain shall not have excessive color, shade or sheen variation.
 - (A) If the paint or stain fails to meet the standard stated in paragraph (1) of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) This standard shall not apply to stained woodwork. The actual wood color and porosity differences in the wood create magnified color differences in stained wood surfaces. This is expected and is not a deficiency.
- (2) Paint shall cover all intended surfaces so that unpainted areas shall not show through paint when viewed from a distance of six feet in normal light. If the painting fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard. Raised panels/trim on painted/stained cabinet doors may shrink in the first year exposing bare wood. Contractor shall touch up exposed bare wood or undercoating to match the door finish as near as possible, where door panels/trim have shrunk in excess of 1/8th inches.

- (3) Interior paint or stain shall not deteriorate. If paint or stain fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (4) Exterior paint or stain shall not deteriorate excessively. If paint or stain fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (5) Paint over-spray shall not exist on any surface for which it was not intended. If the paint is sprayed onto a surface for which it was not intended, the Contractor shall take such action as is necessary to bring the variance within the standard stated in this paragraph.
- (6) Interior varnish, polyurethane or lacquer finish shall not deteriorate. If an interior finish fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard. If an interior finish fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (7) Exterior varnish, polyurethane or lacquer finishes shall not deteriorate excessively.
 - (A) If an exterior finish fails to meet the standard stated in paragraph (7) of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) Exterior varnish, polyurethane or lacquer finishes that are subject to direct sunlight are excluded from this standard.
- (8) Interior painted, varnished or finished surface shall not be scratched, dented, nicked or gouged due to construction activities. If interior painted, varnished or finished surfaces fail to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (9) A paint product shall perform as represented by the manufacturer to meet manufacturer's specifications for washability and/or scrubability. If the paint product fails to meet the standards of this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

(c) Performance Standards for Wall Coverings.

- (1) A wall covering shall be properly secured to the wall surface and shall not peel or bubble. If a wall covering fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (2) Pattern repeats in wall coverings shall match. Wall coverings shall be installed square to the most visible wall. Pattern repeats shall not vary in an amount equal to or exceeding 1/4 of an inch in any six-foot run. If the wall covering fails to meet the standards stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (3) A wall covering seam shall not separate or gap. If the wall covering fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (4) Lumps or ridges in a wall covering shall not be detectable from a distance of six feet or more in normal light. If the appearance of the wall covering fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (5) Wall coverings shall not be discolored, stained or spotted due to construction activities. If a wall covering fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (6) Wall coverings shall not be scratched, gouged, cut or torn due to construction activities. If a wall covering fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (7) Wall coverings shall perform as represented by the manufacturer to meet manufacturer's specifications for washability and/or scrubability. If a wall covering fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

§2.22. Performance Standards for Plumbing.

(a) Performance Standards for Plumbing Accessories.

- (1) A fixture surface shall not have a chip, crack, dent or scratch due to construction activities. If a fixture fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (2) A fixture shall not have tarnish, blemishes or stains unless installed as a specialty feature.
 - (A) If a fixture fails to meet the standard stated in paragraph (2) of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) Fixture finishes that are tarnished, blemished or stained due to high iron, manganese or other mineral content in water are excluded from this standard.
- (3) A fixture or fixture fastener shall not corrode.
 - (A) If a fixture or fixture fastener fails to meet the standards of paragraph (3) of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) A Contractor is not responsible for corrosion caused by factors beyond the manufacturer's or the Contractor's control, including the Owners use of corrosive chemicals or cleaners or corrosion caused by water content.
- (4) A decorative gas appliance shall be installed in accordance with manufacturer's specifications and when so installed shall function in accordance with manufacturer's representations. If a decorative gas appliance fails to meet the standards stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (5) Fixtures shall be secure and not loose.
 - (A) If a fixture fails to meet the standard stated in paragraph (5) of this subsection, the Contractor shall take such action as is necessary to bring, the variance within the standard.
 - (B) The Owner shall not exert excessive force on a fixture.
- (6) A fixture stopper shall operate properly and shall retain water in accordance with the manufacturer's specifications. If a fixture stopper fails to meet the standards stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (7) The toilet equipment shall not allow water to run continuously.
 - (A) If the toilet equipment fails to meet the standard stated in paragraph (7) of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) If toilet equipment allows water to run continuously, the Owner shall shut off the water supply or take such action as is necessary to avoid damage to the Home.
- (8) A toilet shall be installed and perform in accordance with the manufacturer's specifications.
 - (A) If a toilet fails to meet the standard stated in paragraph (8) of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) In the event of water spillage, the Owner shall shut off the water supply and take such action as is necessary to avoid damage to the Home.
- (9) A tub or shower pan shall not crack. If a tub or shower pan fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (10) A tub or shower pan shall not squeak excessively. If a tub or shower pan fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

- (11) A water heater shall be installed and secured according to the manufacturer's specifications and the Code. If a water heater fails to meet the standards stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (12) A waste disposal unit shall be installed and operate according to the manufacturer's specifications. If a waste disposal unit fails to meet the standards stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (13) A faucet or fixture shall not drip or leak. This standard does not include drips or leaks due to debris or minerals from the water source, unless it is due to construction activities. If a faucet or fixture fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (14) A sump pump shall be installed in accordance with the manufacturer's specifications and shall operate properly when so installed. If a sump pump fails to meet the standards stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

(b) Performance Standards for Pipes and Vents.

- (1) A sewer gas odor originating from the plumbing system shall not be detectable inside the Home under conditions of normal residential use.
 - (A) If a sewer gas odor is detected inside the Home under conditions of normal residential use, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) The Owner shall keep plumbing traps filled with water.
- (2) A vent stack shall be free from blockage and shall allow odor to exit the Home. If a vent stack fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (3) A water pipe shall not make excessive noise such as banging or hammering repeatedly.
 - (A) If a water pipe fails to meet the standard stated in paragraph (3) of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) A water pipe subject to expansion or contraction of the pipe as warm or cool water flows through the pipe may cause a "ticking" sound temporarily. The standard stated in paragraph (3) of this subsection does not require a Contractor to remove all noise attributable to water flow and pipe expansion.

§2.23. Performance Standards for Heating, Cooling and Ventilation.

(a) Performance Standards for Heating and Cooling.

- (1) A condensation line shall not be obstructed due to construction activities.
 - (A) If a condensation line fails to meet the standard stated in paragraph (1) of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) The Owner shall periodically check for the free flow of condensate (water) from the line and clear the line when necessary.
- (2) A drip pan and drain line shall be installed under a horizontal air handler as per the Code.
 - (A) If a drip pan and drain line fails to meet the standard stated in paragraph (2) of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) The Owner shall periodically check for the free flow of condensate (water) from the line and clear the line when necessary.

- (3) Insulation shall completely encase the refrigerant line according to Code.
 - (A) If the refrigerant line insulation fails to meet the standard stated in paragraph (3) of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) The Owner shall ensure that insulation on the refrigerant line is not damaged or cut due to Home maintenance or landscape work.
 - (4) An exterior compressor unit shall be installed on a stable pad that supports the unit and is no more than one inch out of level. The bottom of the exterior compressor unit support shall not be below ground level.
 - (A) If an exterior compressor unit pad or support fails to meet the standards stated in paragraph (4) of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) The Owner shall ensure that settlement of the exterior compressor unit pad does not occur due to Home maintenance, landscape work or excessive water from irrigation.
- (b) Performance Standards for Venting.**
- (1) An appliance shall be vented according to the manufacturer's specifications. If an appliance is not vented in accordance with the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (2) Back draft dampers shall be installed and function according to the manufacturer's specifications. If back draft dampers fail to meet the standards stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (c) Performance Standards for Ductwork. Ductwork shall not make excessive noise.**
- (1) If the ductwork fails to meet the standard stated in of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (2) The flow of air, including its velocity, or the expansion of ductwork from heating and cooling may cause "ticking" or "crackling" sounds.
 - (3) The Owner shall not place any object on the ductwork.

§2.24. Performance Standards for Electrical Systems and Fixtures.

- (a) Excessive air infiltration shall not occur around electrical system components or fixtures. If electrical system components or fixtures fail to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (b) A fixture or trim plate shall not be chipped, cracked, dented or scratched due to construction activities. If a fixture or trim plate fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (c) A fixture or trim plate finish shall not be tarnished, blemished or stained due to construction activities. If a fixture or trim fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (d) A fixture, electrical box or trim plate shall be installed in accordance with the Code and shall be plumb and level. If a fixture, electrical box or trim plate fails to meet the standards stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (e) Fixtures, such as lights, fans and appliances shall operate properly when installed in accordance with the manufacturer's specifications. The Contractor shall take such action as is necessary to bring the variance within the standard stated in this subsection.
- (f) A smoke detector shall operate according to the manufacturer's specifications and shall be installed in accordance with the Code. If a smoke detector fails to meet the standards stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.

- (g) An exhaust fan shall operate within the manufacturer's specified noise level. If an exhaust fan fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.

§2.25. Performance Standards for Interior Trim.

(a) Performance Standards for Trim.

- (1) An interior trim joint separation shall not equal or exceed 1/8 of an inch in width and all joints shall be caulked or puttied. If an interior trim joint fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (2) The interior trim shall not have surface damage, such as scratches, chips, dents, gouges, splits, cracks, warping or cupping that is visible from a distance of six feet or more in normal light due to construction activities. If the interior trim fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (3) A hammer mark on trim shall not be visible from a distance of six feet or more when viewed in normal light. If the interior trim fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (4) A nail or nail hole in interior trim shall not be visible from a distance of six feet or more when viewed in normal light. If the interior trim fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

(b) Performance Standards for Shelving.

- (1) Shelving, rods and end supports shall be installed in accordance with the measurements stated in this subsection. The length of a closet rod shall not be shorter than the actual distance between the end supports in an amount equal to or exceeding 1/4 of an inch and shall be supported by stud-mounted brackets no more than four feet apart.
- (2) The length of a shelf shall not be shorter than the actual distance between the supporting walls by an amount equal to or exceeding 1/4 of an inch and shall be supported by stud-mounted brackets no more than four feet apart. End supports shall be securely mounted.
- (3) If the closet rods, shelving or end supports fail to meet the standards stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.

§2.26. Performance Standards for Mirrors, Interior Glass and Shower Doors.

- (a) A mirror, interior glass or shower door shall not be loose and shall be securely mounted or attached to the supporting surface. Fixtures, such as towel bars or door handles, shall be securely mounted. If a mirror, interior glass, shower door, fixture or component fails to meet the standards stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (b) A mirror, interior glass or shower door shall not be damaged due to construction activities. If a mirror, interior glass or shower door fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (c) A shower door shall not leak. If a shower door fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (d) Imperfections in a mirror or shower door shall not be visible from a distance of two feet or more when viewed in normal light. If a mirror or shower door fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (e) When opening and closing, a shower door shall operate easily and smoothly without requiring excessive pressure. If a shower door fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.

§2.27. Performance Standards for Hardware and Ironwork.

(a) Performance Standards for Hardware.

- (1) Hardware finishes shall not be tarnished, blemished, corroded or stained due to construction activities, unless the finish is installed as a specialty feature.
 - (A) If the hardware finish fails to meet the standard stated in paragraph (1) of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) The Contractor is not responsible for tarnished, blemished, or stained hardware finishes that have been damaged by factors that are beyond the manufacturers or the Contractors control such as the Owner's use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to outdoor elements such as salt air or humidity.
- (2) Hardware shall function properly, without catching binding or requiring excessive force to operate. If hardware fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (3) Hardware shall not be scratched, chipped, cracked or dented due to construction activities. If hardware fails to meet the standards stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (4) Hardware shall be installed securely and shall not be loose.
 - (A) If hardware fails to meet the standards stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) The Owner shall not exert excessive force on hardware.

(b) Performance Standards for Interior Ironwork.

- (1) Interior ironwork shall not rust.
- (2) If interior ironwork fails to meet the standard stated in paragraph (1) of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (3) The Contractor is not responsible for ironwork finishes that rust due to factors that are beyond the manufacturers or the Contractors control such as the Owner's use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to humidity.

§2.28. Performance Standards for Countertops and Backsplashes.

(a) Performance Standards for Countertops and Backsplashes Generally.

- (1) A countertop or backsplash shall be secured to substrate in accordance with manufacturer's specifications. If countertop or backsplash materials are not secured to the substrate in accordance with the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (2) For non-laminate countertops and backsplashes, the joints between countertop surfaces, between the countertop surface and the backsplash or side-splash and between adjoining backsplash panels may be visible but shall not separate. If joints between non-laminate surfaces fail to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (3) Countertops shall be level to within 1/4 of an inch in any six-foot measurement. If a countertop surface fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (4) A countertop surface or edge shall not be damaged, broken, chipped or cracked due to construction activities. If a countertop surface or edge fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

- (5) A countertop shall not bow or warp in an amount equal to or exceeding 1/16 of an inch per lineal foot. If a countertop fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

(b) Performance Standards for Laminate Countertops and Backsplashes.

- (1) Laminate countertops and backsplashes shall not delaminate and shall remain securely attached to the substrate. Delamination is the separation of the finish surface veneer from the substrate material. If a countertop fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (2) A seam in a laminate countertop or backsplash may be visible but shall not be separated or displaced. If a laminate countertop or backsplash fails to meet the standard stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (3) A surface imperfection in a laminate countertop or a backsplash shall not be visible from a distance of three feet or more when viewed in normal light due to construction activities. If a laminate surface fails to meet the standards stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

§2.29. Performance Standards for Fireplaces.

(a) A refractory panel shall not crack or separate.

- (1) If the fireplace refractory panel fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (2) The Owner shall not use synthetic logs or other materials not approved by the manufacturer.

(b) A fireplace door shall operate properly. Fireplace doors shall meet evenly and shall not be out of alignment from one another in an amount equal to or exceeding 1/8 of an inch in any direction. If a fireplace door fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.

(c) A fireplace shall not have a gas leak. If a fireplace has a gas leak, the Contractor shall take such action as is necessary to bring the variance within the standard stated in this subsection.

(d) Gas logs shall be positioned in accordance with the manufacturer's specifications.

- (1) If a gas log fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (2) The Owner shall not reposition or relocate the logs after the original placement. The Owner shall not place the logs in a manner that does not allow the flame to flow through the logs according to the manufacturer's specifications.

(e) A crack in masonry hearth or facing shall not be equal to or exceed 1/4 of an inch in width. If the masonry hearth or facing of the fireplace fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.

(f) A fireplace or chimney shall draw properly. If a fireplace or chimney fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.

(g) A firebox shall not have excessive water infiltration under normal weather conditions. If a firebox fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.

(h) A fireplace fan shall not exceed the noise level established by the manufacturer's specifications. If a fireplace fan fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.

§2.30. Performance Standards for Irrigation Systems.

- (a) **An irrigation system shall not leak, break or clog due to construction activities.** If an irrigation system fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (b) **An irrigation system shall be installed such that sprinkler coverage shall be complete and water shall not spray an unintended area due to construction activities.** If an irrigation system fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (c) **The irrigation system control shall operate in accordance with manufacturer's specifications.**
 - (1) If an irrigation system fails to operate in accordance with manufacturer's specifications, the Contractor shall take such action as is necessary to bring the variance within the standard stated in this subsection.
 - (2) The Contractor shall provide the Owner with instructions on the operation of the irrigation system at closing.

§2.31. Performance Standards for Fencing.

- (a) **A fence shall not fall over and shall not lean in excess of two inches out of plumb due to construction activities.** If the fencing fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (b) **A wood fence board shall not be broken due to construction activities.** Wood fence board shall not become detached from the fence due to construction activities of the Contractor. If the fencing fails to meet the standards stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (c) **A masonry unit or mortar in a fence shall not be broken or loose.** A crack in a masonry unit shall not occur. A crack in the mortar shall not equal or exceed 1/8 of an inch in width. If a masonry unit or mortar in a fence fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (d) **A masonry wall shall have adequate weep holes in the lowest course as required by the Code to allow seepage to pass through the wall.** If a masonry retaining wall fails to meet the standards of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.

§2.32. Performance Standards for Yard Grading.

- (a) Yards shall have grades and swales that provide for proper drainage away from the Home in accordance with the Code or other governmental regulations.
 - (1) If the grades or swales fail to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (2) The Owner shall maintain the drainage pattern and protect the grading contours from erosion, blockage, over-saturation or any other changes.
- (b) **Settling or sinking of soil shall not interfere with the drainage patterns of the lot or have a vertical depth of six inches or more.** If the soil fails to meet the standard stated in this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.

§2.33. Performance Standards for Pest Control.

Eave returns, truss blocks, attic vents and roof vent openings shall not allow rodents, birds, and other similar pests into Home or attic space. If an eave return, truss block, attic vent or roof vent opening that allows rodents, birds, and other similar pests into Home or attic space, the Contractor shall take such action as is necessary to bring the variance within the standard stated.

Performance Standards for Plumbing, Electrical, Heating and Air-conditioning Delivery Systems Subject to a Maximum Warranty Period of One Year.

§3.10. Performance Standards for Electrical Delivery Systems.

(a) Performance Standards for Electrical Wiring.

- (1) Electrical wiring installed inside the Home shall be installed in accordance with the Code and any other applicable electrical standards and shall function properly from the point of demarcation, as determined by the respective utility.
 - (A) If electrical wiring inside the Home is not functioning properly or is not installed in accordance with the Code and any other applicable electrical standards, the Contractor shall take such action as is necessary to bring the wiring to the standard of performance required in paragraph (1) of this subsection.
 - (B) The Contractor shall not be responsible for utility improvements from the meter/demarcation point to the utility poles or the transformer.
- (2) Electrical wiring shall be capable of carrying the designated load as set forth in the Code.
 - (A) If the electrical wiring fails to carry design load, the Contractor shall take such action as is necessary to bring the variance within the standard set forth in paragraph (2) of this subsection.
 - (B) All electrical equipment shall be used for the purposes and/or capacities for which it was designed and in accordance with manufacturer's specifications.

(b) Performance Standards for the Electrical Panel, Breakers and Fuses.

- (1) The electrical panel and breakers shall have sufficient capacity to provide electrical service to the Home during normal residential usage.
 - (A) If the electrical panel or breakers do not have sufficient capacity to provide electrical service to the Home during normal residential usage, the Contractor shall take such action as is necessary to bring the variance within the standard set forth in paragraph (1) of this subsection.
 - (B) The Contractor is not responsible for electrical service interruptions caused by external conditions such as power surges, circuit overloads and electrical shorts.
- (2) The electrical panel and breakers shall have sufficient capacity to provide electrical service to the Home during normal residential usage such that a circuit breaker shall not trip, and fuses shall not blow repeatedly under normal residential electric usage.
 - (A) If a circuit breaker repeatedly trips or fuses repeatedly blow under normal residential electric usage, the Contractor shall take such action as is necessary to bring the variance within the standard set forth in paragraph (2) of this subsection.
 - (B) The Contractor is not responsible for circuit breaker trips or blown fuses that have functioned as designed to protect the Home from external conditions such as power surges, circuit overloads and shorts.

(c) Performance Standards for Electric Outlets with Ground Fault Interrupters.

- (1) Electrical outlets with ground fault interrupters shall be installed and operate in accordance with the Code and manufacturer's specifications.
 - (A) If ground fault interrupters trip repeatedly under normal residential usage, the Contractor shall take such action as is necessary to ensure that the electrical outlets with ground fault interrupters are installed in accordance with the Code and manufacturer's instructions and specifications and that they operate properly during normal residential electrical usage.
 - (B) The Owner shall not plug appliances that require constant electrical flow, such as refrigerators and freezers, into an outlet with a ground fault interrupter.

(d) Performance Standards for Fixtures, Outlets, Doorbells and Switches.

- (1) An outlet, doorbell or switch shall be installed in accordance with the manufacturer's specifications and the Code and shall operate properly when installed in accordance with the manufacturer's specifications and the Code. If an outlet, doorbell or switch is not installed in accordance with the manufacturer's specifications and the Code or does not operate properly when so installed, the Contractor shall take such action as is necessary to bring the variance within the standard stated in this subsection.
- (2) A fixture, electrical box or trim plate shall be installed in accordance with the Code and manufacturer's specifications and shall be properly secured to the supporting surface. If a fixture, electrical box or trim plate is not installed in accordance with the Code and manufacturer's specifications or is not properly secured to the supporting surface, Contractor shall take such action as is necessary to bring the variance within the standard state in this subsection.
- (3) A light shall not dim, flicker or burn out repeatedly under normal circumstances. A lighting circuit shall meet the Code. If a light or a lighting circuit fails to meet the standards stated in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

(e) Performance Standards for Wiring or Outlets for Cable Television, Telephone, Ethernet or Other Services.

- (1) Wiring or outlets for cable television, telephone, Ethernet or other services shall be installed in accordance with the Code and any applicable manufacturer's specifications.
 - (A) If wiring or outlets for cable television, telephone, Ethernet or other services are not installed in accordance with the Code or any applicable manufacturer's specifications, the Contractor shall take such action as is necessary to bring the variance within the standard set forth in paragraph (1) of this subsection.
 - (B) A Contractor 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.
- (2) Wiring or outlets for cable television, telephone, Ethernet or other services inside the Home or on the Home side of the meter/demarcation point shall function properly when installed in accordance with the performance standard in paragraph (1) of this subsection.
 - (A) If wiring or outlets for cable television, telephone, Ethernet or other services are not functioning, the Contractor shall take such action as is necessary to bring the variance within the standard set forth in paragraph (2) of this subsection.
 - (B) A Contractor 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.

§3.20. Performance Standards for Plumbing Delivery Systems.

(a) Performance Standards for Pipes including Water and Gas Pipes, Sewer and Drain Lines, Fittings and Valves but not including pipes included in a Landscape Irrigation System.

- (1) Pipes shall be installed and insulated in accordance with the Code and manufacturer's specifications.
 - (A) If a water pipe bursts, the Contractor shall take such action as is necessary to bring the variance within the standard stated in paragraph (1) of this subsection.
 - (B) The Owner is responsible for insulating and protecting exterior pipes and hose bibs from freezing weather and for maintaining a reasonable temperature in the Home during periods of extremely cold weather. The Owner is responsible for maintaining a reasonable internal temperature in a Home regardless of whether the Home is occupied or unoccupied and for periodically checking to ensure that a reasonable internal temperature is maintained.
- (2) A water pipe shall not leak.
 - (A) If a water pipe is leaking, the Contractor shall take such action as is necessary to bring the variance within the performance standard stated in paragraph (2) of this subsection.

- (B) The Owner shall shut off water supply immediately if such is required to prevent further damage to the Home.
- (3) A gas pipe shall not leak, including natural gas, propane or butane gas.
 - (A) If a gas pipe is leaking, a Contractor shall take such action as is necessary to bring the variance within the standard stated in paragraph (3) of this subsection.
 - (B) If a gas pipe is leaking, the Owner shall shut off the source of the gas if the Owner can do so safely.
- (4) Water pressure shall not exceed 80 pounds per square inch in any part of the water supply system located inside the Home. Minimum static pressure at the building entrance for either public or private water service shall be 40 pounds per square inch in any part of the water supply system.
 - (A) This standard assumes the public or community water supply reaches the Home side of the meter at 40 pounds per square inch. The Contractor is not responsible for water pressure variations originating from the water supply source.
 - (B) If the water pressure is excessively high, the Contractor shall take such action as is necessary to bring the variance within the standard stated in paragraph (4) of this subsection.
- (5) A sewer, drain, or waste pipe shall not become clogged or stopped up due to construction activities.
 - (A) The Contractor shall take such action as is necessary to unclog a sewer, drain or waste pipe that is clogged or stopped up due to construction activities.
 - (B) The Owner shall shut off water supply immediately if such is required to prevent damage to the Home.

(b) Performance Standards for Individual Wastewater Treatment Systems.

A wastewater treatment system should be capable of properly handling normal flow of household effluent in accordance with the Texas Commission on Environmental Quality requirements.

- (1) The Contractor shall take such action as is necessary for the wastewater treatment system to perform within the standard stated in this subsection.
- (2) The Contractor is not responsible for:
 - (A) system malfunctions or damage due to the addition of a fixture, equipment, appliance or other source of waste or water into the septic system by a person other than the Contractor or a person working at the Contractors direction, or
 - (B) malfunctions or limitations in the operation of the system attributed to a design restriction imposed by state, county or local governing agencies; or
 - (C) malfunctions caused by freezing, soil saturation, soil conditions, changes in ground water table or any other acts of nature.

§3.30. Performance Standards for Heating, Air Conditioning and Ventilation Delivery Systems.

(a) A refrigerant line shall not leak.

- (1) If a refrigerant line leaks, the Contractor shall take such action as is necessary to bring the variance within the standard stated in subsection (a) of this section.
- (2) Condensation on a refrigerant line is not a leak.

(b) Performance Standards for Heating and Cooling Functions.

- (1) A heating system shall produce an inside temperature of at least 68-degrees Fahrenheit as measured two feet from the outside wall of a room at a height of three feet above the floor under local outdoor winter design conditions as specified in the Code.
 - (A) If a heating system fails to perform to the standard stated in paragraph (1) of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) Temperatures may vary up to 4- degrees Fahrenheit between rooms but no less than the standard set forth above in paragraph (1) of this subsection. The Owners' changes made to the size or configuration of the Home, the heating system or the ductwork shall negate the Contractor's responsibility to take measures to meet this performance standard.
- (2) An air-conditioner system shall produce an inside temperature of at most 78-degrees Fahrenheit as measured in the center of a room at height of five feet above the floor, under local outdoor summer design conditions as specified in the Code.
 - (A) If the air-conditioner system fails to perform to the standard stated in paragraph (2) of this subsection, the Contractor shall take such action as is necessary to bring the variance within the standard.
 - (B) This standard does not apply to evaporative or other alternative cooling systems or if the Owner makes changes to the size or configuration of the Home, the air-conditioning system or the ductwork. Internal temperatures may vary up to 4-degrees Fahrenheit between rooms but no more than the standard set forth above in paragraph (2) of this subsection.
- (3) A thermostat reading shall not differ by more than 4-degrees Fahrenheit from the actual room temperature taken at a height of five feet above the floor in the center of the room where the thermostat is located. The stated performance standard is related to the accuracy of the thermostat and not to the performance standard of the room temperature. If the thermostat reading differs more than 4-degrees Fahrenheit from the actual room temperature taken at a height of five feet above the floor in, the center of the room where the thermostat is located, the Contractor shall take such action as is necessary to bring the variance within the standard.
- (4) Heating and cooling equipment shall be installed and secured according to the manufacturer's instructions and specification and shall not move excessively. If the heating or cooling equipment is not installed and secured in accordance with manufacturer's instructions and specifications or moves excessively, the Contractor shall take such action as is necessary to properly install and secure the equipment.

(c) Performance Standards for Vents, Grills or Registers.

- (1) A vent, grill or register shall operate easily and smoothly when applying normal operating pressure. If a vent, grill or register does not operate easily and smoothly when applying normal pressure when adjusting, the Contractor shall repair the vent, grill or register so that it operates with ease of use when applying normal operating pressure.
- (2) A vent, grill or register shall be installed in accordance with the Code and manufacturer's instructions and specifications and shall be secured to the underlying surface. If a vent, grill or register is not installed and secured in accordance with the performance standard in this paragraph, the Contractor shall take such action as is necessary to bring the variance within the standard.

(d) Performance Standards for Ductwork.

- (1) Ductwork shall be insulated in unconditioned areas according to Code. If ductwork is not insulated in unconditioned areas in accordance with the Code, the Contractor shall take such action as is necessary to bring the variance within the standard stated in this paragraph.
- (2) Ductwork shall be secured according to the manufacturer's instructions and specifications and it shall not move excessively. If the ductwork is not secured according to the manufacturer's instructions and specifications or moves excessively, the Contractor shall take such action as is necessary to bring the variance within the standard stated in this paragraph.
- (3) Ductwork shall be sealed and shall not separate or leak in excess of the standards set by the Code. If the ductwork is not sealed, is separated or leaks in excess of the standards set by the Code, the Contractor shall take such action as is necessary to bring the variance within the standard stated in this paragraph.

C. MAKING A CLAIM

1. CLAIM FORM. If the Owner has identified a Defect believed to be covered by this Limited Warranty, a claim must be given to Contractor in writing. Claims may not be made by telephone or text message alone. Claims must be made no more than thirty (30) days after the Owner discovers a particular defect. Claims should be made by performing the following steps:

- (a) Step One: Consult the applicable section of the *Performance Guidelines* to determine whether there appears to be coverage for the claim.
- (b) Step Two: Submit your claim to Contractor at the address shown on the cover page of this Limited Warranty or at such other address as Contractor furnishes to Owner.
- (c) Step Three: Owner shall cooperate with Contractor to arrange an onsite inspection of the claimed defect so that Contractor can determine whether the defect is covered under the limited warranty and the nature of corrective action if required. Depending on the nature of the defect, more than one inspection may be required before Contractor can determine the appropriate response.
- (d) Step Four: If the Owner disputes Contractor's response, the Section E Coverage Dispute Resolution procedures apply.

OWNER'S FAILURE, OR TENANT'S FAILURE, TO REASONABLY PROVIDE ACCESS TO THE HOME DURING NORMAL WORKING HOURS FOR INSPECTIONS OR MAKING REPAIRS WILL EXCUSE CONTRACTOR FROM ITS OBLIGATIONS UNDER THIS LIMITED WARRANTY.

2. EMERGENCY CLAIMS. During nighttime hours or holidays if you are not able to reach Contractor concerning loss of heat during the winter, major interior water leaks, or other safety related Defect for which you believe Contractor has responsibility and action is necessary before the next regular business day, please call your own plumber, a/c heat service, etc. Then call Contractor promptly in the morning of the next business day. Reimbursement of reasonable and necessary expenses will be made if Contractor determines that a warrantable emergency existed that required emergency response.

3. RESPONSE TO COVERED CLAIM. Upon receipt of a claim, Contractor will arrange for a representative to determine whether or not the claim is covered by the Limited Warranty. Owner recognizes that if the claim is covered, Contractor has the choice of repairing the defect, replacing the defective item or paying Owner the reasonable cost of repair or replacement. The decision to replace or repair an item or reimburse Owner will be made by Contractor in its sole discretion. Owner shall execute a release of Contractor prior to any cash payment by Contractor to Owner.

(a) **Repair Materials/Subcontractors.** Contractor reserves the right to use its judgment in determining the most appropriate method of repairing warranty defects. All repairs will be made with materials or components of an equal or better grade or quality than the materials or components used in the Work. **However, Contractor cannot guarantee, nor does it warrant, color matches in situations where materials are repaired or replaced, or where areas are repainted, or when original materials are discontinued.** Contractor has the right to choose in its sole discretion the subcontractors used for repair or replacement work.

(b) **No obligation for Reimbursement.** Contractor has no obligation to reimburse the Owner for work done by Owner or for amounts paid by Owner to a repairman or subcontractor which have not been pre-approved in writing by Contractor, except in instances of emergency claims as provided in C2.

(c) **Time for Corrective Work.** Contractor intends to fulfill its obligations for a particular warranty claim for defects covered by this Limited Warranty within thirty (30) days of its receipt of a claim so long as Contractor is given reasonable cooperation by Owner and tenant. However, Owner recognizes that the thirty (30) day period for some covered repairs or replacements may be required to be extended for circumstances beyond the

reasonable control of Contractor such as the unavailability of parts, strikes, labor material shortages, adverse weather condition, pandemic, or the scope magnitude of the corrective action.

(d) **Limit on Repair Obligations.** Owner agrees that Contractor is not obligated to incur aggregate costs for repair or replacement exceeding the Price of the Scope of Work.

4. CLAIMS NOT COVERED BY LIMITED WARRANTY. If Contractor takes the position that a particular claim is not covered by this Limited Warranty, Contractor will provide Owner with a written notification. If Owner is not satisfied by Contractor's decision, Owner may take the steps described in Section E.

D. EXCLUSIONS

Notwithstanding other provisions of this Limited Warranty, certain defects or damages are explicitly excluded from the coverage of the Limited Warranty.

1. The Contractor is not responsible for:
 - (a) Structural, load-bearing elements – see Section B(2)
 - (b) Elements of the Home that are not part of the Contractor's scope of Work performed by Contractor in the Home;
 - (c) Items added to the Home by other remodeling or repair, or materials or service performed by anyone other than the Contractor or persons providing work or material at the direction of the Contractor.
 - (c) The negligence, improper maintenance, misuse, abuse, failure to follow manufacturer's recommendation, failure to take reasonable action to mitigate damage, failure to take reasonable action to maintain the Home or other action or inaction of anyone other than the Contractor or persons providing work or material at the direction of the Contractor.
 - (d) Mold, excepting only mold that is determined by objective evidence to be caused directly and exclusively by Contractor's construction defect. Contractor has no obligation to inspect for, discover, or repair any conditions in the Home that may be conducive to mold or high humidity.
 - (e) Failure of the Owner or Owner's tenant to:
 - i. Perform required or customary maintenance;
 - ii. Maintain the lot surrounding the Home including without limitation, maintaining positive drainage away from the Home, maintaining drainage patterns around and within ten feet of the Home and keeping moisture levels around the Home relatively uniform;
 - iii. Follow instructions and specifications of manufactured products in the Home or failure to clean, care for, and maintain manufactured products and other components of the Home;
 - iv. Prevent excessive moisture accumulation in the Home by failure to properly use ventilation equipment, failure to prevent excessive temperature fluctuation, or failure to take any other action reasonably necessary to avoid excessive moisture, dampness or humidity in the Home;
 - v. Prevent landscaping materials or plants from contacting the exterior surface of the Home;
 - vi. Comply with any requirements of the International Residential Code or National Electrical Code; or
 - vii. Take reasonable action to mitigate or prevent damage to the Home.

- (f) Alterations to the grade of the soil that are not in compliance with the Code or applicable governmental regulations.

(g) Normal wear and tear or normal deterioration to any component of the Home.

(h) Extreme weather conditions; any damage from storms or natural disasters.

- (i) Riot, civil commotion, war, terrorism, vandalism, aircraft, vehicle or boat.

- (j) Fire, smoke, or water damage unless such loss or damage is a direct result of a construction defect.

- (i) Change in the underground water table that exerts pressure on, seeps, or leaks under the Home, sidewalk, driveway, foundation or other structure that causes expansion or subsidence.

- (j) Erosion or accretion of soils unless such loss or damage is a direct result of a construction defect.

- (k) Insects, birds, rodents, or other wild or domestic animals unless such loss or damage is a direct result of a construction defect.

- (l) The temperature, quality and potability of water unless caused by a construction defect.

- (m) While the Home is being used for non-residential purposes.

- (n) Use for which the Home or the component of the Home was not designed.

- (o) Use that exceeds the normal design loads prescribed by the Code or engineer.

- (p) Owner or tenant delay in reporting a known construction defect or failing to take reasonable action necessary to prevent further damage to the Home.

- (q) Abuse or misuse of a Home component or manufactured product by anyone other than the Contractor or persons providing work or material at the direction of the Contractor.

2. No Actual Physical Damage. The Contractor shall not be responsible for any condition that does not result in actual physical damage to the Home, including, but not limited to the presence of radon gas, formaldehyde or other pollutants or contaminants, or the presence or effect of mold, mildew, toxic material, or volatile organic compound, unless such condition is a direct result of a construction defect.

3. Bodily injury, mental anguish or damage to personal property caused in whole or in part by a defect.

4. Loss or damage caused by or resulting from abnormal loading of structural elements by Owner which exceeds design loads as mandated by a Code.

Contractor may perform a maintenance task for the benefit of Owner as a courtesy at no charge; however, such courtesy work does not imply or require that Contractor will perform a similar task at a later date, nor shall such performance be deemed to extend the Limited Warranty coverage or time periods.

E. LIMITED WARRANTY COVERAGE DISPUTES

1. INTENT OF PARTIES

Owner recognizes that the procedures described in this Limited Warranty are the only methods by which Owner may demand that Contractor correct alleged defects in the Home. Contractor and Owner agree that all disputes in any way related to the coverage of this Limited Warranty (the “Disputes”) shall be resolved according to the “Negotiation” and “Arbitration of Disputes” provisions of Sections 2 and 3 of this Section E.

Owner must make a written claim and give Contractor an adequate opportunity to inspect any alleged defect and to fix such defect or pay the reasonable cost to repair such defect prior to initiating these dispute resolution procedures.

In the event that Owner is not satisfied with Contractor’s rejection or handling of a Limited Warranty claim, Owner understands and agrees that this Limited Warranty requires Owner to go through the entire process described in this Section E.

2. NEGOTIATION

(a) The Parties each agree to participate in a period of good faith negotiation as the first step to resolving any Dispute.

(b) Owner recognizes that the negotiation process must be completed before Owner can begin the Arbitration process described in Section 3. Owner and Contractor agree that they will, in good faith, discuss and consider a negotiated resolution of any dispute.

(c) If, after such good faith discussion, the entire dispute has not been resolved then Owner may, proceed to Arbitration as provided in Section 3 below. Owner must first give written notice to Contractor in full compliance with Ch 27, Texas Property Code (the Residential Construction Liability Act). Although Arbitration is the next formal step in the procedures, the Parties shall have every right to continue to negotiate informally, or through mediation to resolve the dispute prior to Arbitration.

3. ARBITRATION OF DISPUTES

Governed by the applicable terms of the Construction Agreement.

4. STATUTE OF LIMITATIONS

A demand for Arbitration must be filed within the time periods prescribed by the applicable Texas statutes of limitations. The notice described in Section E-2 (c) shall not stop the running of any statute of limitations.