



Limited Home Warranty

OUR WARRANTY. YOUR COMFORT.



Congratulations on the purchase of your new Taylor Morrison home.

homes inspired by you®

Thank you for your confidence in our company. We have delivered to you a home you can be proud of and enjoy for many years to come.

We are providing this Limited Warranty as an expression of our confidence in the quality of your new home. In general, this Limited Warranty provides a 1 year warranty on workmanship, a 2 year warranty on certain systems and a limited 10 year warranty on structural elements.

This Limited Warranty includes procedures for resolution of disputes such as binding arbitration. Additional information on the binding arbitration procedure can be found in the “Resolving Disputes” section of this Limited Warranty.

If your Home is financed through FHA/VA, please see the HUD Addendum. If your home is located in Colorado, Florida, Georgia, Illinois, or Texas or if you are purchasing a Model Home, please refer to the addenda found on pages 63 through 67 of this Limited Warranty.

(APPLICABLE ONLY IF YOUR HOME IS LOCATED IN SOUTH CAROLINA): THIS LIMITED HOME WARRANTY IS SUBJECT TO ARBITRATION PURSUANT TO S.C. CODE TITLE 15, CHAPTER 48.

This Limited Warranty is a legally binding document and we encourage you to familiarize yourself with its terms. Thank you again for choosing Taylor Morrison to build your Home.



Table of Contents

Taylor Morrison Limited Warranty

- A. Overview
- B. Who is Covered by this Limited Warranty
- C. Quality Standards
 - 1 Year Limited Warranty – Workmanship Quality Standards
 - 2 Year Limited Warranty – Systems Quality Standards
 - 10 Year Limited Warranty – Structural Quality Standards
- D. Homeowner Maintenance Obligations
- E. Limitation on Builder’s Liability
- F. Waiver of Any Other Warranty
- G. Exclusions from Coverage
- H. Requesting a Repair
- I. Dispute Resolution
- J. Condominiums
- K. Addenda – State-Specific and Other Addenda



Taylor Morrison Limited Warranty

Taylor Morrison Limited Warranty

A. Overview

One Year Limited Warranty for Workmanship. For a period of 1 year from the closing of the sale of the home ("**Home**") and associated property ("**Property**") from Taylor Morrison to the original homeowner, whether that is you or a prior owner ("**Closing Date**"), Taylor Morrison warrants that the components of your Home set forth in the Quality Standards found on pages 7 through 39 of this Limited Warranty will be constructed in conformance with these Quality Standards.

Two Year Limited Warranty for Systems. For a period of 2 years from the Closing Date, Taylor Morrison warrants that the components of your Home set forth in the Quality Standards found on pages 40 through 44 of this Limited Warranty will be constructed in conformance with these Quality Standards.

Ten Year Limited Warranty for Structural Elements. For a period of 10 years from the Closing Date, Taylor Morrison warrants that the components of your Home set forth in the Quality Standards found on pages 45 through 46 of this Limited Warranty will be constructed in conformance with these Quality Standards.

B. Who is Covered by this Limited Warranty

This Limited Warranty protects you, the original party (referred to in this Limited Warranty as "**you**," "**your**," or "**Homeowner**") who purchased the new Home from Builder, as such entity is shown on the grant deed for your Home (referred to in this Limited Warranty as "**we**," "**Builder**" or "**Taylor Morrison**"). This Limited Warranty is provided solely by Builder and by no other entity. In addition, all of your rights and obligations under this Limited Warranty shall, unless previously released by you, or your successors, fully transfer to each successor owner of the Home, including any mortgagee in possession, for the remainder of the applicable Limited Warranty term and any transfer shall in no way affect, increase or reduce the coverage under this Limited Warranty for its unexpired term. **If you are an owner other than the original purchaser of the Home, you are bound by all the terms and conditions of this Limited Warranty including, but not limited to, claims procedures and the requirement to submit any dispute that may arise under this Limited Warranty to binding arbitration.**

Taylor Morrison Limited Warranty

C. Quality Standards

This Taylor Morrison Limited Warranty applies only to those components of the Home that do not meet the Taylor Morrison Quality Standards (“**Quality Standards**”) listed in this Limited Warranty. This Limited Warranty is not an insurance policy, nor a maintenance agreement, but defines what Taylor Morrison will provide and what the Homeowner is to expect in terms of warranties.

The Quality Standards set forth below are standards that are generally accepted in the construction industry for residential construction. There are three categories of Quality Standards. The first category of Quality Standards pertains to the workmanship of certain components of your Home. If the workmanship of a component of your Home covered by this Limited Warranty does not conform with the Quality Standards, Builder will correct such issues that are appropriately claimed hereunder within 1 year from the Closing Date.

The second category of Quality Standards provides Quality Standards for certain systems components of your Home. If a system component of your Home that is covered under this Limited Warranty does not conform with the Quality Standards, Builder will correct such issues that are appropriately claimed hereunder within 2 years from the Closing Date.

The third category of Quality Standards provides Quality Standards for certain, limited structural components of the Home. If a structural component of the Home that is covered under this Limited Warranty does not conform with the Quality Standards, Builder will correct such issues that are appropriately claimed hereunder within 10 years from the Closing Date.

The Quality Standards may note specific issues or matters that are not covered by this Limited Warranty for a particular component of the Home. These specifically excluded matters are in addition to the generally excluded matters in this Limited Warranty, as more fully set forth in the section of this Limited Warranty entitled “Exclusions from Coverage.”

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

The following Quality Standards are only warrantable within 1 year from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled, "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Interior Concrete and Foundation

Concrete Floor Uneven	Interior concrete floors should not vary from flat exceeding 1/4 inch per 4 feet, provided that the deviation is gradual. If these conditions exist, Builder will repair the floor. Appropriate corrective actions may include filling, grinding or use of a floor-leveling compound. Variances in concrete texture are not covered by this Limited Warranty.
Concrete Appearance/Finish	Builder will repair disintegration of the surface resulting in the appearance of coarse aggregate below the surface. Builder will repair the surface by patching or surface coating. Other non-structural surface flaws that are timely reported will be repaired at Builder's discretion. This Limited Warranty does not cover (i) disintegration of the floor caused by salt or chemicals, and (ii) variances in concrete color and texture.
Concrete Cracks (Excluding Concrete Slab-on-Grade Floor Cracks)	Builder will repair cracks in interior concrete floors and steps that exceed 1/4 inch in width or 1/4 inch in vertical offset. The method of repair will be at Builder's discretion. Variances in concrete color and texture are not covered by this Limited Warranty.
Concrete Slab-on-Grade Floor Cracks	Concrete slab-on-grade floors cannot be expected to be crack-free. Most cracking is minor and is the result of large areas of concrete shrinking as the concrete cures. These cracks do not affect the structural integrity of your Home. Since slab-on-grade floors are quite large, shrinkage cracks can be expected to occur randomly. Builder will repair cracks in slab-on-grade floors measuring in excess of 1/4 inch in width and/or vertical displacement in excess of 1/2 inch in 20'. The method of repair will be at Builder's discretion and may include filling or grinding.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

The following Quality Standards are only warrantable within 1 year from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled, "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Interior Concrete and Foundation *continued*

Expansion and Control Joints	Where applicable, expansion joints are intentionally placed in some concrete surfaces to allow sections of concrete to expand and contract with environmental changes, and control joints are intentionally placed in concrete to control cracking as concrete cures. Expansion and control joints often have inserted barriers or have been grooved/notched during concrete placement and will have a tendency to move or crack in the joint area. Concrete issues related to control joints are not covered by this Limited Warranty.
Basement or Crawlspace Leaks, Humidity and Condensation and Leaks	Builder will eliminate the cause of leaks in the basement or crawlspace. This Limited Warranty does not cover (i) humidity or condensation in the basement or crawlspace, (ii) leaks resulting from grading issues, (iii) leaks caused by landscaping or downspouts installed by Homeowner, (iv) leaks caused by failure of Homeowner to maintain proper grades, (v) leaks caused by Homeowner using the crawlspace for storage of any kind, or (vi) leaks caused by Homeowner allowing water from an irrigation system to accumulate excessively under the foundation.
Efflorescence	Efflorescence is a temporary surface condition that causes a white chalky substance to form on concrete products. It is not uncommon for efflorescence to form on stucco or concrete flooring, as it is a common condition for many cementitious products. This Limited Warranty does not cover efflorescence on concrete or stucco surfaces.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

The following Quality Standards are only warrantable within 1 year from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled, "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Roof

Roof Mildew, Algae and Moss	The growth of mildew, algae and moss on roof surfaces is caused by the accumulation of dust and it is Homeowner's responsibility to conduct proper routine maintenance of the roof. The growth of mildew, algae and moss on roof surfaces is not covered by this Limited Warranty.
Roof Efflorescence	Efflorescence is a temporary surface condition that causes a white chalky substance to form on concrete products. It is not uncommon for efflorescence to form on roof tiles, as it is a common condition for many concrete products. This Limited Warranty does not cover efflorescence on the roof, including tiles.
Roof Shingles or Tiles Not Aligned	Shingles and tiles are installed to withstand a maximum exposure to the weather as recommended by the manufacturer. Often, tiles and shingles must be adjusted to compensate for differing roof conditions. This is not considered a defect. Tiles within any course should be aligned within 2 inches. Builder will realign tiles and shingles that are not aligned within 2 inches. Telegraphing of roof sheathing seams and tissues is normal and will vary with weather conditions and is not covered by this Limited Warranty.
Roof Material Color Variations	Color fading, color changes, variations of the color hue or physical deterioration of the color from outside conditions of roof tiles and shingles should be expected. Because shade variations in roof materials are normal and expected from manufacturing, dye lots, wear and tear, weather, oxidation or air pollutants, color variations in roof tiles and shingles are not covered by this Limited Warranty.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

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Roof *continued*

Roof Uniform Shading or Shadowing Pattern	Shading or shadowing on roofing materials is caused by the differences in product color installed in a specific area. Builder will try to minimize shading deviations by mixing the tiles and shingles during installation, but uniform shading or shadowing is not covered by this Limited Warranty.
Roof Shingle or Tile Loose, Cracked, Broken or Defective	Builder will repair broken, loose, cracked, chipped or otherwise defective tiles/shingles. This Limited Warranty does not cover damage to shingles or tiles resulting from foot traffic, weather conditions, including wind and precipitation, or items striking the roof tiles or shingles.
Gutter or Downspout Leaks	Builder will repair leaks in gutters and downspouts provided proper care is routinely taken by Homeowner to regularly maintain and clear debris, snow and ice as frequently as necessary, considering the geographic location and other natural factors that contribute to clogged gutters and downspouts in your Home. Roof gutters must be gently but thoroughly cleaned, as they are not as strong as the pipes in your Home. A qualified contractor is recommended, particularly with respect to hard to reach spots.
Water Remaining in Gutters	When a gutter installed by Builder is unobstructed by debris, snow and ice, the water level should not exceed 1/2 inch in depth 24 hours after the rain ceases. To the extent gutter water levels exceed such standard, Builder will adjust the gutter to minimize any such ponding. Prevention of gutter ponding caused by debris, snow or ice accumulation is considered part of routine Homeowner maintenance and is not covered by this Limited Warranty. Water trapped in a gutter could cause major damage to your roof and walls, so regular maintenance, which is Homeowner's responsibility, helps minimize potential water damage.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

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Roof *continued*

Roof or Flashing Leaks	When properly maintained, the roof and flashing should not leak under normal weather conditions. Builder will repair roof or flashing leaks that occur during normal weather. This Limited Warranty does not cover leaks caused by debris or ice accumulation. Prevention of such accumulation is considered part of routine Homeowner maintenance, which is your responsibility.
Roof Shingle Buckled or Curled	Roof shingle surfaces need not be perfectly flat and buckling or curling of such surfaces is not covered by this Limited Warranty.
New Roofing Components do not Match Existing	For any repair or replacement of roofing components, Builder will attempt to match the texture and color of existing roofing components as closely as reasonably possible. The color and texture of new roofing components used to repair existing roofing components may not match exactly due to weathering or manufacturing variations. Color, shade and texture match of new roofing components are not covered by this Limited Warranty.
Roof Shingles or Tiles Blown Off by High Winds	Under proper maintenance and normal/expected weather conditions, shingles and roof tiles should not blow off the roof. In the event that shingles or roof tiles are blown off the roof under normal weather conditions, Builder will take necessary actions to repair shingles or roof tiles that have been blown off.
Water Trapped Under Roofing Membrane	Builder will repair any blister in the roofing membrane larger than 12 inches by slitting through the roofing membrane and repairing with appropriate materials.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

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Roof *continued*

Water Standing on Low-Sloped Roof Area	Water ponding on a low-sloped roof area should not exceed 1/4 inch in depth more than 48 hours after the rain ceases. Builder will repair ponded areas exceeding such depth by adding additional roofing materials. Preventing ponding due to debris accumulation is considered part of routine Homeowner maintenance and is not covered by this Limited Warranty.
Interior Water Damage from Ice-Damming	In some conditions, snow build-up on roofs due to freeze/thaw cycles can result in ice-damming at the gutters. Sometimes this causes water to back up under shingles and to enter your Home. In cases where ice-damming causes leaks into living areas because of incorrect installation of gutters, Builder will make appropriate repairs. This Limited Warranty does not cover conditions caused by swings of freezing and thawing in the winter or ice-damming caused by conditions other than the incorrect installation of gutters.

Exterior Siding and Trim

Siding Delaminated	Builder will repair or replace any hardwood or composite siding that has delaminated (separated into layers). Damage caused by objects striking the siding or weathering is not covered by this Limited Warranty.
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1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

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Exterior Siding and Trim *continued*

Siding Bowed or Buckled	Builder will repair any bowed wood, lap siding or cementitious composite lap siding exceeding 1/2 inch per 8 feet.
Siding Joints Separated	Builder will repair joint separations in siding exceeding 3/16 inch by filling them with sealant.
Siding and Trim Gaps	Builder will correct gaps between siding and moldings at trim pieces, miter joints or openings that exceed 1/4 inch by caulking/repairing the trim or siding.
Siding Nails	Will be installed pursuant to manufactures' specifications. Once during the 1 year Limited Warranty term, Builder will repair nail pops or exposed siding interior caused by nail holes.
Siding and Trim Splits or Knotholes	Builder will repair knotholes that expose the underlying sheathing or building paper and splits in exterior siding or trim wider than 1/8 inch by replacing or filling the knotholes, siding or trim.
Siding or Trim Color or Texture Mismatch	For any repair or replacement of siding or trim, Builder will attempt to match the texture and color of existing siding or trim as closely as reasonably possible. The color and texture of new siding or trim components used to repair existing siding or trim may not match exactly due to weathering or manufacturing variations. Color, shade and texture match of siding or trim components is not covered by this Limited Warranty.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

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Exterior Siding and Trim *continued*

Siding or Trim Finish Faded	Fading of finish due to exposure to the sun and other elements is not covered by this Limited Warranty.
Siding or Trim Wood Rot	In cases where rotting of wooden members exists, Builder will repair or replace as necessary, in Builder's sole discretion. Some rotting of wood can be expected and will not be covered by this Limited Warranty unless determined to be excessive, in Builder's sole discretion.
Siding or Trim Loose	Builder will correct siding or trim materials that become loose or detached. Damage caused by objects striking the siding or trim and the effects of weathering are not covered by this Limited Warranty.
"Bleeding" Through Siding or Shingle Paint	Cedar or redwood siding or shingles occasionally "bleed" through the original paint. Once during the 1 year Limited Warranty term, Builder will repair resins and extractives "bleeding" through the paint. "Bleeding" through siding or shingle paint is not covered by this Limited Warranty if stains or clear wood protectants are used, since they do not cover up the natural extractives of wood. The effects of weathering are also not covered by this Limited Warranty.
Semi-Transparent Stain or "Natural Weathering" on Siding	Damage to or cosmetic variation in the siding is not covered by this Limited Warranty if semitransparent stain or "natural weathering" is used on the siding.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

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Exterior Siding and Trim *continued*

Exterior Trim Loose	Builder will repair trim that has separated from your Home by more than 1/4 inch. Such repairs may include reinstalling trim, adding fasteners or caulking separations. Damage caused by unusually high winds that exceed the manufacturer's wind limits is not covered by this Limited Warranty.
Exterior Trim Board Cupped	Builder will repair cups in trim board exceeding 1/4 inch per 6 feet.
Exterior Trim Board Twisted	Builder will repair bows and twists in trim board exceeding 3/4 inch per 8 feet by adjusting or replacing the trim board.

Exterior Walls (Except Retaining Walls)

Cracks in Stucco/Cementitious Finish/Block/Concrete Block Walls	Hairline cracks in exterior trim, block, concrete or stucco walls are normal. Builder will repair cracks in exterior stucco wall and trim surfaces that exceed 1/4 inch in width. For unpainted stucco, Builder may use stucco color coat or acrylic sealants to fill the cracks. Painted surfaces may be repaired using acrylic-latex sealant prior to touch-up painting. For any repair of exterior trim, block, concrete or stucco walls, Builder will attempt to match the texture and color of existing stucco as closely as reasonably possible. The color and texture of stucco or other materials used to repair existing exterior trim, block, concrete or stucco walls, may not match exactly due to weathering or manufacturing variations. Color, shade and texture variations of stucco or other materials used to repair existing exterior trim, block, concrete or stucco walls are not covered by this Limited Warranty.
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1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

The following Quality Standards are only warrantable within 1 year from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled, "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Exterior Walls (Except Retaining Walls) *continued*

Stucco/Texture/Cementitious Finish Loss	Texture may become separated from the base stucco layer. Builder will repair missing stucco texture greater than 1/4 inch. Texture loss beneath the horizontal weep or drainage screed is not covered by this Limited Warranty.
Efflorescence	Efflorescence, or "spalling," is a temporary surface condition that causes a white chalky substance to form on concrete products. It is not uncommon for efflorescence to form on stucco, as it is a common condition for many cementitious products. This Limited Warranty does not cover efflorescence on stucco surfaces.
Texture Mismatch	Texture is applied by hand, which varies with the technique of the installer. Where tall walls exist, it may be necessary to install in several passes. Breaks between application phases occur in all homes and sometimes are more visible due to the method of application. Inherent inconsistency is to be expected as with all hand-applied troweled finishes. Builder will repair deviations, bumps or voids measuring over 1/4 inch per 4 feet, which are not part of the intended texture. During required repair, Builder will attempt to match the original texture as closely as reasonably possible, but an exact texture match is not covered by this Limited Warranty

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

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Exterior Walls (Except Retaining Walls) *continued*

Stucco Color Mismatch	Stucco/cementitious finish is a colored cement product and is affected by the underlying surface, application technique, weathering, wear and tear, temperature, humidity and curing. Builder will attempt to match stucco/cementitious finish color as closely as reasonably possible. Builder will attempt to match stucco/cementitious finish color as closely as reasonably possible, but an exact stucco/cementitious finish color match is not covered by this Limited Warranty.
Surface Staining	The surface of exterior walls may become stained from rainwater or water splashing up from the ground. Since the surface is a porous material, this condition cannot be eliminated and is not covered by this Limited Warranty.
Stucco/Cementitious Finish Appears Wet	The surface of stucco and cementitious finishes are a porous cement product and designed to become saturated with moisture. Such surfaces, therefore, appear wet long after becoming wet. This is a normal condition and cannot be eliminated and is not covered by this Limited Warranty.
Masonry or Brick Veneer Cracks	Builder will repair cracks in masonry or veneer greater than 1/8 inch in width by tuck pointing, patching or painting, unless these cracks are controlled with expansion joints. This Limited Warranty does not cover (i) variations in color and texture of mortar or brick, or (ii) cracks less than 1/8 inch in width within mortar joints and in brick products.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

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Exterior Walls (Except Retaining Walls) *continued*

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

Retaining Wall Cracks	Builder will repair cracks that exceed 1/4 inch in width or vertical displacement in retaining walls by filling, patching or grinding. Hairline cracks, which are a normal occurrence in retaining walls and cracks that do not exceed 1/4 inch in width or vertical displacement are not covered by this Limited Warranty.
Retaining Wall Leaks	Retaining walls are designed to allow water to pass through them to relieve hydrostatic pressure. However, if the wall has been engineered with a designated drainage system, water should not pass through the wall in places other than through the designated system. It is Homeowner's responsibility to make sure that drainage systems are not clogged and to ensure they are kept in working order. Homeowner is also responsible for maintaining the grade at the top and sides of all retaining walls, so that water is diverted away from the wall and the grade does not rise higher than the damp proofing barrier. If water does pass through the wall other than through a designated system, Builder will take the appropriate corrective action.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

The following Quality Standards are only warrantable within 1 year from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled, "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Retaining Walls *continued*

Retaining Wall Drainage	Retaining walls will retain moisture if an adequate drainage system is not provided. If water is not draining properly, it can negatively affect both the aesthetic and structural integrity of the retaining wall. Builder has installed drainage systems to ensure water drains from the retaining wall correctly. However, it is Homeowner's responsibility to periodically inspect the drainage system to ensure it is not clogged and that water continues to drain properly.
Retaining Wall Foundation/ Base Exposure and Erosion	If the retaining wall has a below ground foundation, the base of a retaining wall should not be visible. If the base of the retaining wall is visible, it would expose the foundation, and the dirt around it, to erosion. Builder has established proper grade as of the Closing Date and is not responsible for erosion after the Closing Date. Homeowner is responsible for ensuring that the foundation is not visible and that the proper grade is maintained at the base of the wall sloping away from the foundation.

Exterior Paint and Finishes

Clear Finish Deterioration	Clear finishes on exterior surfaces, such as wood entry doors, diminish with aging and should be reapplied as part of routine Homeowner maintenance, depending on outside exposure. Maintenance of clear finishes on exterior surfaces is considered part of routine Homeowner maintenance and is the responsibility of Homeowner and is not covered by this Limited Warranty.
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1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

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Exterior Paint and Finishes *continued*

Paint or Stain Fading	All exterior paints and stains exhibit fading when exposed to weather, and fading is a normal condition. Semi-transparent stains diminish with age and should be reapplied as part of routine Homeowner maintenance, depending on exterior exposure. Builder will correct excessive fading of exterior paints once during the 1 year Limited Warranty term. Except as set forth above, prevention of fading of exterior paints and stains is considered part of routine Homeowner maintenance and is the responsibility of Homeowner and is not covered by this Limited Warranty.
Mildew or Fungus	Mildew or fungus may form on surfaces over time because of moisture. Removal of mildew or fungus is considered part of routine Homeowner maintenance and is the responsibility of Homeowner and is not covered by this Limited Warranty.
Repainting Staining or Refinishing After Repair Work	Repainting, staining or refinishing of surfaces outside the Home may be required because of repair work to the Home. Repairs required under this Limited Warranty will be finished to match the immediate surrounding areas as closely as reasonably possible. Where required repairs affect more than 50% of a wall or ceiling product area, Builder will repaint the entire wall, ceiling or product surface. The color and texture of paints, stains or finishes used to repair existing surfaces outside the Home may not match exactly due to weathering or manufacturing variations. Color, shade and texture variations of new paints, stains or finishes used to repair existing surfaces outside the Home are not covered by this Limited Warranty. Where custom paints and wall coverings have been installed, the match of any necessary repairs is not covered by this Limited Warranty.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

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Decks

Deck Out of Level	Builder will repair decking that is out of level more than 1/4 inch per 4 feet.
Exterior Railing, Deck or Stair Material Imperfections	Imperfections, including knots, cupping and minor checking in deck materials are not covered by this Limited Warranty.

Site Drainage

Site Drainage	Grades and swales have been established by Builder to ensure proper drainage away from your Home. Improper drainage of the site occurs when there is standing or ponding water beyond a 48-hour period (72 hours on swales) after the last normal rain, snow or other water event. No grading determination can be made during frost or snow conditions. If proper grades were not established initially, Builder will re-grade the yard or swales. Homeowner is responsible for maintaining drainage and swales of the property. If Homeowner adds a swimming pool, spa or landscaping after the Closing Date or otherwise modifies the drainage or flow of the property after the Closing Date, Builder will not be responsible for drainage issues and such drainage issues are not covered by this Limited Warranty. In some cases, moist, soggy soil without standing water may be normal in the overall drainage plan and is not covered by this Limited Warranty. Site drainage caused by excessive irrigation of adjacent slope(s) is not covered by this Limited Warranty.
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1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

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Site Drainage *continued*

Ground Movement	Movement of the ground around your Home, utility trenches or other filled areas should not interfere with water drainage. If interference does occur, Builder will fill settled or lower raised areas affecting proper drainage. Builder will reinstall displaced plant material and sod associated with such repair that was originally installed by Builder. Ground movement caused by landscaping installed or altered by Homeowner is not covered by this Limited Warranty.
Soil Erosion	Proper erosion protection requires Homeowner to install landscaping groundcovers and appropriate plantings to reduce erosion. For steeply graded slopes, the installation of erosion control matting, such as jute and straw, will help reduce erosion until plantings have been established and is also the responsibility of Homeowner. Soil erosion is not covered by this Limited Warranty.

Doors

Door Panel Split	Split door panels should not allow light to be visible through the door. Builder will repair splits in door panels that allow light to be visible through the door by filling them with wood fillers and refinishing.
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1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

The following Quality Standards are only warrantable within 1 year from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled, "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Doors *continued*

Door Warped	Builder will replace the door with a comparable product if warping of the door exceeds the 1/4 inch over the length of the door. It is the Homeowner's responsibility to adequately maintain stain or lacquer finished doors. Warping that occurs to stain or lacquer finished doors that are improperly maintained by the Homeowner is not covered by this Limited Warranty. Damage caused by weather exposure (including sunlight) is not covered by this Limited Warranty.
Raw Wood Showing on Garage Door Panel	Wood garage door panels will shrink and expand because of temperature and humidity changes and may expose unpainted surfaces at the edges of the inset panel of the door. Once during the 1 year Limited Warranty term, Builder will touch up garage door panel edges that expose more than 1/16 inch of raw wood. Any touch-up subsequent to the one-time Builder repair referenced above is considered part of routine Homeowner maintenance that is the responsibility of Homeowner and is not covered by this Limited Warranty.
Doors Improperly Operate	Builder will make necessary adjustments to doors that fail to operate properly by binding, sticking, not latching, rubbing or sealing.
Bi-Fold and Pocket Doors Improperly Operate	Bi-fold and pocket doors should slide without rubbing or coming off their tracks during normal operation. Once during the 1 year Limited Warranty term, Builder will adjust bi-fold and pocket doors that fail to slide, are rubbing or are coming off their tracks during normal operation.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

The following Quality Standards are only warrantable within 1 year from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled, "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Doors *continued*

Sliding Patio Doors and Screens Improperly Operate	Sliding patio doors and screens should slide without coming off their tracks during normal operation. Once during the 1 year Limited Warranty term, Builder will adjust sliding patio doors that do not slide properly.
Garage Door Improperly Operates	In the event that the garage door does not operate properly, Builder will correct or adjust the door as required. Noise and squeaks caused by lack of Homeowner maintenance of the garage door are not covered by this Limited Warranty.
Garage Door Leaks	Under high wind conditions and storms, it is normal for some elements to leak through or under the garage door. Builder will make needed adjustments to the extent elements leak through or under the garage door under normal weather conditions. Some entrance of the elements through or under garage doors can be expected under wind driven rain conditions and this is not covered by this Limited Warranty.
Exterior Door Leaks	Builder will make adjustments to the extent elements leak through or under exterior doors under normal weather conditions. Some entrance of the elements through or under exterior doors can be expected under wind driven rain conditions and this is not covered by this Limited Warranty.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

The following Quality Standards are only warrantable within 1 year from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled, "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Windows

Window is Difficult to Open or Close	Normal maintenance of windows by Homeowner includes keeping the tracks, channels and operating mechanisms clean and lubricated. For most windows, Homeowners should use a dry silicone spray lubricant on the tracks once each year. Builder will not correct or repair windows that fail to operate and the Homeowner will need to look to the window manufacturer for such issues, as they are not covered by this Limited Warranty.
Air Filtration Around Windows	Some air infiltration around windows is normal, especially during high winds. Builder will take necessary corrective action by adjusting windows or weather-stripping to correct excessive air infiltration around windows.
Window Scratches and Imperfections	Builder follows ASTM specifications, a well-known set of published performance standards, which state that imperfections in glass can be determined by visual inspection. The viewer will look through the window in daylight without direct sunlight. The potential imperfections must be in the view plane 90° to the window surface. Imperfections must be detectable from a distance of over 10 feet to be considered for repair.
Window or Skylight Condensation or Frost	Windows and skylights will collect condensation on their interior surfaces when high humidity within the Home turns into water on the colder window or skylight surface. Homeowner is responsible for controlling interior temperature and humidity to avoid condensation and the damage to window sills and drywall caused by the accumulation of condensation or frost in those areas. Draperies and blinds should be left open to encourage air circulation and even temperatures during periods of cold weather and high interior humidity. Condensation or frost that has collected on windows and skylights and any resulting damage is not covered by this Limited Warranty.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

The following Quality Standards are only warrantable within 1 year from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled, "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Windows *continued*

Window or Skylight Leaks	Builder will repair water leaking through or around windows or skylights as a result of Builder not installing the windows or skylights pursuant to the manufacturers' specifications. Water leaks at windows or skylights resulting from Homeowner damage, extreme weather or improper Homeowner maintenance are not covered by this Limited Warranty. Water may become visible in window tracks and sliding glass door tracks during heavy rain and should drain to the outside of your Home. Such visible water that drains to the outside of your Home is not covered by this Limited Warranty.
Windows Foggy	Seals on thermal pane windows occasionally fail allowing moist air between the panes, where it condenses. In such cases the manufacturer's warranty may apply and, in any event, the windows are not covered by this Limited Warranty.

Electrical

Ceiling Fan Vibrates	Builder will install ceiling fans in accordance with the manufacturer's specifications including blade balances. Builder will repair any ceiling fan which was not installed pursuant to the manufacturer's specifications. Some minor fan wobble cannot be eliminated. Complete elimination of fan wobble is not covered by this Limited Warranty.
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1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

The following Quality Standards are only warrantable within 1 year from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled, "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Electrical *continued*

Communication Wiring	Builder will repair all wire and device functions installed by Builder such that they maintain their integrity. This includes the phone cable and the service panel. Any additions or alterations to the communication wiring and/or problems resulting from negligence and lighting fixture wiring not installed by Builder are not covered by this Limited Warranty.
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Interior Paint and Finishes

Walls and Ceilings Blemishes	Blemishes, which include nail pops, cracking or blistering visible in normal light from a distance of 5 feet on finished walls or ceilings, will be repaired once by Builder during the 1 year Limited Warranty term. Cracks in the drywall that are 1/8 inch or greater that occur adjacent to windows and doors from expansion and contraction will be repaired once by Builder during the 1 year Limited Warranty term. The repair will also include painting of the affected areas.
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1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

The following Quality Standards are only warrantable within 1 year from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled, "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Interior Paint and Finishes *continued*

Repainting Restaining or Refinishing After Repair Work	Repainting, staining or refinishing of surfaces within the Home may be required because of repair work. Repairs required under this Limited Warranty should be finished to match the immediate surrounding areas as closely as reasonably possible. Where repairs affect more than 50% of a wall or ceiling area, Builder will repaint the entire wall or ceiling surface from corner to corner. All blemishes should be noted and repaired prior to custom paints and wall coverings being applied by Homeowner. Where custom paints and wall coverings have been installed, Builder will not warrant the match of any necessary repairs and such match is not covered by this Limited Warranty. The color and texture of paints, stains or finishes used to repair existing surfaces inside the Home may not match exactly due to weathering or manufacturing variations. Color, shade and texture variations of new paints, stains or finishes used to repair existing surfaces inside the Home are not covered by this Limited Warranty.
Drywall Texture Imperfections	Drywall texture is applied by hand and varies with the technique of the installer. Where tall walls exist, it may be necessary to install the drywall texture in several passes. Breaks between application phases occur in all homes and sometimes are more visible due to the method of application. The inherent inconsistency of drywall texture is to be expected as with all hand-applied troweled finishes. Builder will repair deviations, bumps or voids measuring over 1/4 inch per 4 feet, which are not part of the intended texture, once during the 1 year Limited Warranty term. During required repair, Builder will attempt to match the original texture as closely as reasonably possible, but an exact texture match is not covered by this Limited Warranty.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

The following Quality Standards are only warrantable within 1 year from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled, "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Interior Trim and Moldings

Stairway	Builder will repair any stairway, banister or baluster that does not meet code safety requirements. All wood, iron, aluminum, cable and materials in any finish will exhibit color changes when exposed to light. Wood stairways, banisters and balusters are constructed using different pieces of wood, and each piece will differ in color as well as change color in different ways. This color change is caused by variations in the minerals and acids from the soil and other conditions created by the growth environment of a tree as well as the application of any paint/stain and the overall manufacturing process. These variations in graining and color are characteristics of a natural wood and are not considered defects, and these variations are not covered by this Limited Warranty. Color variations, color changes and surface imperfections may occur in non-wood materials and are not considered defects and are not covered by this Limited Warranty. The finish of the stairway will not match the finish of other wood materials in the Home and such matching is not covered by this Limited Warranty.
Interior Trim Split	Splits, cracks, raised grain, swelling of finger joints and checking are inherent characteristics of all wood and cannot be avoided and are not covered by this Limited Warranty. However, once during the 1 year Limited Warranty term, Builder will fill any such condition in interior trim with wood putty or similar material.
Molding and Casing Joint Gaps	All joints on molding and casing should fit and be securely attached, as well as filled and sanded. Once during the 1 year Limited Warranty term, Builder will repair defective joints and gaps. Acceptable repair includes filling joints and gaps with wood putty or similar material.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

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Interior Trim and Moldings *continued*

Column or Post Bowed	Columns and posts should not bow or be out of plumb in excess of 1/4 inch per 4 feet. Tapered columns and posts should be plumb as measured from the centerline, not to exceed 1/4 inch per 4 feet and the tolerance for columns and posts made of rough-sawn lumber should be 1/4 inch per 4 feet. Builder will repair columns and posts that exceed the 1/4 inch per 4-foot standard.
Wood Beam Split	Wood beam splits are not covered under this Limited Warranty. Beams, joists and posts sometimes split as they dry. Parallel splitting is usually not a structural concern because such inconsistencies in wood are anticipated in the structural calculations of wood products.

Flooring

Subfloor Uneven	Builder will correct uneven subflooring exceeding 1/4 inch within any 4-foot measurement. Correction may include application of a flexible floor-fill underlayment.
Floor Squeaks or Pops	Builder will take corrective action to eliminate loose flooring and minimize squeaks once during the 1 year Limited Warranty term. The absence or complete correction of squeaks in floors is not guaranteed and is not covered by this Limited Warranty.
Flooring Stains	Staining, fading or discoloration that occurs on the surface of flooring is not covered by this Limited Warranty.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

The following Quality Standards are only warrantable within 1 year from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled, "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Flooring *continued*

Tile, Brick, Marble or Stone Cracked or Loosened	Builder will replace cracked tiles, bricks, marble or stone flooring and will attach tiles, bricks, marble or stone which have detached from a surface. Builder is not responsible for discontinued patterns or color variations when replacing tile, brick, marble stone flooring or grout and such items are not covered by this Limited Warranty.
Tile Edges Not Even	When adjacent marble or ceramic tile edges are not even with each other, they cause a deviation called "lippage." Builder will repair lippage greater than 1/8 inch. Lippage is not covered for non-rectified tile (tile with natural edges that have not been machined for squareness), including marble, limestone, and some porcelain tiles.
Hardwood Flooring Gaps	Gaps between hardwood floorboards normally fluctuate in areas where relative humidity varies. Homeowner is responsible for maintaining proper humidity levels in the Home to minimize gaps between hardwood floorboards. Builder will repair gaps which exceed 1/8 inch. Gaps between hardwood floorboards caused by Homeowner's failure to maintain proper humidity levels are not covered by this Limited Warranty.
Flooring Wear and Tear	Scratches, dings, dents and water stains in floors are not covered by this Limited Warranty.
Flooring Loosened or Bubbled	Flooring should not lift, bubble, detach or shrink from the perimeter. Builder will reattach loose or bubbled floor areas or replace floors where shrinkage occurs at the perimeter.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

The following Quality Standards are only warrantable within 1 year from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled, "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Flooring *continued*

Vinyl Flooring Depressions or Ridges	Depressions or ridges may appear in vinyl flooring because of subfloor irregularities. Builder will repair subflooring that causes depressions or ridges in vinyl flooring exceeding 1/4 inch per 4 feet.
Vinyl Flooring Gaps in Seams	Gaps in vinyl flooring seams should not be visible from a standing position. Builder will repair gaps in seams (sheet goods) or gaps in seams that exceed 1/8 inch.
Vinyl Flooring Nail Pops	Builder will repair nail pops on vinyl flooring that are readily visible from a standing position.
Vinyl Flooring Patterns Misaligned	Vinyl flooring patterns at seams between adjoining pieces should align within 1/8 inch. Builder will correct flooring that is misaligned by more than 1/8 inch.
Carpeting Loose or Wrinkled	Once during the 1 year Limited Warranty term, Builder will re-stretch or re-secure wall-to-wall carpeting that has detached or loosened from the point of attachment.
Carpet Seam Gaps	It is normal for carpet seams to show. However, Builder will repair gaps in carpet seams that are readily visible from a standing position.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

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Flooring *continued*

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

Cabinets and Countertops

Cabinet, Ceiling or Wall Gaps	Builder will repair gaps between cabinets and ceilings or walls that exceed 1/4 inch with caulking, putty, scribe molding or by repositioning the cabinets as closely as reasonably possible.
Cabinet Door or Facing Warped	Builder will repair cabinet doors and drawer fronts that are crooked or warped in excess of 1/4 inch.
Cabinet Door Will Not Stay Closed	Once during the 1 year Limited Warranty term, Builder will adjust cabinet door catches or closing mechanisms that do not hold the door in a closed position. Any subsequent adjustment of cabinet door catches or closing mechanisms is considered part of routine Homeowner maintenance and is not covered by this Limited Warranty.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

The following Quality Standards are only warrantable within 1 year from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled, "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Cabinets and Countertops *continued*

Cabinet Drawer or Door Binds	Once during the 1 year Limited Warranty term, Builder will adjust cabinet doors and drawers that do not easily open or close. Any subsequent adjustment of cabinet doors and drawers is considered part of routine Homeowner maintenance and is not covered by this Limited Warranty.
Countertop and Cabinet Finish Variations	All wood and other cabinet and countertop materials in any finish will exhibit color changes when exposed to light. Wood cabinets are constructed using different pieces of wood, and each piece will differ in color as well as change color in different ways. This color change is caused by variations in the minerals and acids from the soil and other conditions created by the growth environment of a tree as well as the application of any paint/stain and the overall manufacturing process. These variations in graining and color are characteristics of a natural wood cabinet and are not considered defects. Wood has these variations, and these variations are not covered by this Limited Warranty. Color variations and color changes may occur in non-wood cabinets, as well, and are not considered defects and are not covered by this Limited Warranty.
Solid Surface Countertop Cracks	Builder will repair cracked vanity tops at drains or along the countertop noted prior to the Closing Date. Cracks or other damage caused by Homeowner or not noted prior to the Closing Date, and scratches are not covered by this Limited Warranty.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

The following Quality Standards are only warrantable within 1 year from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled, "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Cabinets and Countertops *continued*

Countertop Not Level	If the countertop is more than 1/4 inch per 4 feet out of level, Builder will make appropriate adjustments to the countertops.
Countertop Delaminated	Builder will repair delaminated high-pressure laminate countertops.

Fireplace and Chimney

Pre-Fab Gas Fireplace	Builder will repair any component of a pre-fabricated gas fireplace which does not conform to the manufacturer's specifications. Cleaning and replacement of embers is the responsibility of Homeowner and is not covered by this Limited Warranty.
Firebox Lining Damaged by Fire	The interior firebox area will become discolored and cracked from the heat of fire in the fireplace and is not covered by this Limited Warranty.
Fireplace Smoke in Living Area	When fireplaces are used properly, smoke from the fireplace should not escape into living areas. Builder will take appropriate corrective action in cases where smoke escapes into living areas as a result of Builder not installing the fireplace pursuant to the manufacturers' specifications. Please note, however, that high winds or external factors, such as trees, can cause negative draft situations. The Homeowner should make sure the fireplace damper is fully opened.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

The following Quality Standards are only warrantable within 1 year from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled, "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Fireplace and Chimney *continued*

Water in Firebox	It is common for water infiltration to occur into the firebox from the flue. A certain amount of rainwater can be expected. Such water infiltration is not covered by this Limited Warranty.
Masonry, Chimney Cap or Crown Cracks	It is normal for chimney caps to crack due to expansion and contraction. Chimney caps should be installed to a thickness of at least 2 inches to minimize cracking. Builder will replace any cracked chimney cap that is less than 2 inches thick and will fill any crack in the chimney larger than 1/8 inch to minimize water intrusion.
Chimney Separation	Chimneys should not separate more than 1/2 inch from the attached structure. If a separation exceeding 1/2 inch from the attached structure does occur, Builder will correct the separation.
Hearth or Facing Cracks	Small hairline cracks in mortar joints are common. Builder will repair cracks in the hearth or fireplace face exceeding 1/4 inch. Hairline cracks and cracks in the hearth, mortar joints or fireplace face caused by heat and flames are not covered by this Limited Warranty.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

The following Quality Standards are only warrantable within 1 year from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled, "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Driveways, Walkways, Patios

Concrete Cracks	Builder will repair cracks in exterior concrete walkways, driveways, patio and steps that exceed 1/4 inch in width or 1/4 inch in vertical offset. The method of repair will be at Builder's discretion. Variances in color and texture of exterior concrete walkways, driveways, patio and steps or due to the repair of any crack in such concrete walkways, driveways, patio and steps are not covered by this Limited Warranty.
Expansion and Control Joints	Where applicable, expansion joints are intentionally placed in some exterior concrete surfaces to allow sections of concrete to expand and contract with environmental changes, and control joints are intentionally placed in concrete to control cracking as concrete cures. Expansion and control joints often have inserted barriers or have been grooved/notched during concrete placement and will have a tendency to move or crack in the joint area. Builder will not remedy concrete issues related to control joints and such issues are not covered by this Limited Warranty.
Exterior Concrete Movement	Movement of concrete walkways, driveways, patios and steps and other concrete elements are not covered by this Limited Warranty.
Concrete Pop-Outs	Pop-outs in exterior concrete are related to soft aggregate used in standard residential concrete mixes and are not covered by this Limited Warranty.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

The following Quality Standards are only warrantable within 1 year from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled, "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Driveways, Walkways, Patios *continued*

Masonry Movement or Shifting	Some movement or shifting of masonry driveways, patios, walkways and other hardscape should be expected. Builder will repair masonry by resetting pavers where there is 1/2 inch or greater movement or shifting per every 4 feet of pavers.
Masonry Color and Texture Variation	Variation in the masonry colors and texture and effects of weather, oxidation, pollutants and other environmental conditions are not covered by this Limited Warranty.
Masonry Cracks or Chips	Cracks or chips in masonry, driveways, patios walkways or other hardscape is not covered by this Limited Warranty.
Surface Scaling	Surface scaling in exterior concrete or masonry can result from salt and chemicals. Unless more than 50% of the overall surface is affected, scaling is not covered by this Limited Warranty. In cases where more than 50% of the overall surface is affected, Builder will repair using appropriate methods.
Water Ponding on Exterior Concrete or Masonry	After the rain or other water event ceases, water ponding should not exist on concrete or masonry surfaces for more than 24 hours. In the event that water ponding exists beyond the 24-hour period, Builder will take discretionary corrective action.
Common Area, Community or Public Sidewalks	Please refer to your Community Governing Documents for details on sidewalk maintenance and repairs, which are not covered by this Limited Warranty.

1 Year Limited Warranty

WORKMANSHIP QUALITY STANDARDS

The following Quality Standards are only warrantable within 1 year from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled, "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Driveways, Walkways, Patios *continued*

Exterior Pavers	Builder will repair surface movement that is greater than 1/2 inch per 4 feet. Efflorescence on exterior of pavers and irregularities and variations in the shape, color, texture, size and finish of pavers are not covered by this Limited Warranty.
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Other Exterior Improvements

Landscaping	Landscaping elements, including all vegetation, is not covered by this Limited Warranty.
Landscaping Irrigation System	The landscaping irrigation system is not covered by this Limited Warranty.
Swimming Pools, Spas, Ponds, Fountains and other Water Features	Swimming pools, spas, ponds, fountains and other water features are not covered by this Limited Warranty.
Patio Covers, Exterior Fireplaces/Firepits	Patio covers, exterior shade covers, pergolas, and other similar exterior improvements are not covered by this Limited Warranty. Exterior fireplaces and firepits are not covered under this Limited Warranty.
Exterior Kitchens	Exterior kitchens, including but not limited to, appliances, bars and build-in barbeques are not covered by this Limited Warranty.

2 Year Limited Warranty

SYSTEMS QUALITY STANDARDS

The following Quality Standards are only warrantable within 2 years from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Electrical

Fuses Blow or Circuit Breakers Trip	Fuses should not be blown and circuit breakers should not be tripped under normal use. Builder will correct defective circuit breakers that trip excessively under normal use. Similar to Ground Fault Circuit Interrupters (GFCI), the Arc Fault Circuit Interrupters (AFCI) are designed to be sensitive to provide protection and may be triggered by small appliances (e.g., vacuums, home office equipment, power tools, refrigerators, irons, treadmills, coffee machines, etc.) that may not have the latest technology. Tripping GFCI or AFCI breakers or outlets is a code required safety feature, not a defect, and is not covered under this Limited Warranty."
Electrical Outlets, Switches or Fixtures Malfunction	Builder will repair outlets, switches or fixtures that malfunction. In situations where lights dim and flicker, please note that voltage entering your Home is controlled by the local utility transmission service and may fluctuate based on variances in power generation and usage and such condition is not covered under this Limited Warranty.
Ground Fault Circuit Interrupter (GFCI) Frequently Trips	Ground fault interrupters are safety devices installed as part of the electrical system to provide protection against electrical shock. These sensitive devices detect potentially dangerous "ground faults" in small appliances and extension cords. Builder will replace any failed GFCI device that fails to reset. Homeowner is responsible for repairing any device that causes the GFCI to trip and such repair is not covered under this Limited Warranty.

2 Year Limited Warranty

SYSTEMS QUALITY STANDARDS

The following Quality Standards are only warrantable within 2 years from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Comfort Control

Cooling System	In cases where the cooling system is not working properly, Builder will take corrective action if the ASHRAE standards (a published set of industry standards relating to air flow and other cooling system issues) are not met.
Heating System	In cases where the heating system is not working properly, Builder will take corrective action if the ASHRAE standards (a published set of industry standards relating to air flow and other heating system issues) are not met. Homeowner should note that basic ASHRAE standards relate the house air temperature to the thermostat setting and the variation of interior setting to the exterior temperature. It is Homeowner's responsibility to balance the system as the seasons change. The heating and cooling system should meet the Quality Standards set forth below: The cooling system should maintain an interior temperature of 78 degrees or lower when outdoor temperatures do not exceed 95 degrees. When outdoor temperatures exceed 95 degrees, the cooling system should maintain an indoor temperature that is at least 15 degrees below the outdoor temperature. The heating system should be capable of producing an indoor temperature of 70 degrees. Temperature variations between rooms and between floors should not exceed 4 degrees. All temperatures should be measured from 5 feet above the floor in the center of the room.
Ductwork Separated or Detached	Builder will reattach any separated or detached ductwork. Builder will not be responsible to repair any separated or detached ductwork caused by Homeowner and such items are not covered under this Limited Warranty.

2 Year Limited Warranty

SYSTEMS QUALITY STANDARDS

The following Quality Standards are only warrantable within 2 years from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Comfort Control *continued*

Condensation Line Clogs	Homeowner is responsible for cleaning of the condensation lines that extend from the air-conditioning coil. Builder will not clean clogged condensation lines and such activity is not covered under this Limited Warranty.
Refrigerant Line Leaks	Builder will repair refrigerant lines that leak during normal operation and recharge the air-conditioning unit, as required.
Insulation Uneven or Missing	Thermal insulation is dictated by local codes or state energy guidelines and Builder will install insulation in accordance with these applicable guidelines. Builder will take appropriate action to correct insufficient insulation installation under the applicable guidelines.
Ductwork Noise	Builder will repair the ductwork of the Home in the event of a booming noise caused by sheet metal billowing in or out ("oil canning") occurs. When metal is heated and cooled it expands and contracts. The resulting "ticking" or "crackling" sounds cannot be avoided and is not covered under this Limited Warranty.
Heating or Cooling Equipment Noise or Vibration	It is normal for heating/air-conditioning equipment to generate some noise and vibration and such noise and vibration is not covered under this Limited Warranty.
Register, Grills or Ducts Metal Rattling	Air moving through registers, grills and ducts makes noise and is normal. Duct systems are not designed to be noise-free and the resulting sounds, including without limitation metal rattling from the registers, grills or ducts, cannot be avoided and are not covered under this Limited Warranty.

2 Year Limited Warranty

SYSTEMS QUALITY STANDARDS

The following Quality Standards are only warrantable within 2 years from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Plumbing

Water In Pipe Freezes	Builder will make necessary corrections to ensure that plumbing pipes are adequately protected against normal anticipated cold weather, except with respect to undrained exterior faucets. Homeowner is responsible for maintaining the house temperature at a minimum of 65°F during cold weather and draining exterior pipes and faucets for protection against freezing. Water hoses must not be connected to hose bibs during periods of potential freezing, as this could lead to a freeze issue in the hose bib and any freezing issues regarding undrained exterior pipes and faucets or hose bibs connected to water hoses are not covered by this Limited Warranty.
Water Pipe Noise	Sounds made by water flowing through pipes and by pipe expansion are normal. Rattling or "water hammer" of piping when water is rapidly turned off should not occur and will be corrected by Builder. Noise caused by ejector pumps and sump pumps while they cycle on and off is normal and not covered by this Limited Warranty.
Plumbing Leaks	Builder will repair as necessary leaks that are found in any piping, faucets, bathtubs or showers. Undrained exterior faucets are not covered by this Limited Warranty. The maintenance of caulking and grout to prevent leaks is considered part of routine Homeowner maintenance and is not covered by this Limited Warranty.

2 Year Limited Warranty

SYSTEMS QUALITY STANDARDS

The following Quality Standards are only warrantable within 2 years from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Plumbing *continued*

Sump Pump	To the extent applicable, Homeowner is responsible for maintaining the sump pump. Builder will not repair or replace a sump pump if it fails to operate and sump pumps are not covered under this Limited Warranty.
Shower Enclosure Flexes	Excessive flexing in a shower base occurs when the drain assembly moves up or down with normal weight. Builder will repair such excessive flexing in a shower base by installing support materials beneath the enclosure base. Composite shower walls will flex when pushed inward. Such flexing is not covered by this Limited Warranty.
Sewer Clogs	Builder will repair clogged sewers, fixtures or drains which result from defective construction or workmanship. Clogged sewers, fixtures or drains not caused by defective construction or workmanship are not covered by this Limited Warranty.

10 Year Limited Warranty

STRUCTURAL QUALITY STANDARDS

The following Quality Standards are only warrantable within 10 years from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Structural Components That Are Covered.	This Limited Warranty only covers failure of the following components if a Major Structural Defect occurs: (i) foundations systems and footings; (ii) structural load bearing beams, joists, posts, girders, lintels and flooring systems; and (iii) roof deflection or bowing (only if part of a structure failure). A Major Structural Defect is defined as a defect which causes actual physical damage to the above load bearing elements, which damage is caused by the failure of such load bearing elements and is sufficiently serve such that your Home becomes unsafe or inhabitable.
Structural Components That Are Not Covered.	The following components are NOT covered under these Quality Standards: (i) non-load bearing partitions and walls; (ii) wall tile or paper; (iii) plaster, laths or drywall; (iv) flooring and sub-floor material; (v) brick, stucco, stone, siding or veneer or any other type of exterior cladding; (vi) roof shingles, roof tiles, sheathing, and tar paper; (vii) heating, cooling, ventilating, plumbing, electrical and mechanical systems; (viii) appliances, fixtures or items of equipment; (ix) doors, trim, cabinets, hardware, insulation, paint, stains; (x) basement and other interior floating, ground-supported concrete slabs; and (xi) any item covered under the 1 Year Limited Warranty Workmanship Quality Standard and the 2 Year Limited Warranty Systems Quality Standards.

Foundation Systems and Footings

Foundation Systems and Footings Failures	Some cracking of footings or foundation systems should be expected. Builder will take appropriate measures to correct Major Structural Defects in the footings or foundation systems except for areas not constructed by Builder.
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10 Year Limited Warranty

STRUCTURAL QUALITY STANDARDS

The following Quality Standards are only warrantable within 10 years from the Closing Date, unless otherwise stated below. In addition to the matters set forth in the section entitled "Exclusions from Coverage" above, please note those items indicated below that are not covered by the applicable Quality Standard and this Limited Warranty.

Beams, Joists, Posts, Girders Lintels and Flooring Systems.

Load Bearing Beams, Joists, Posts, Girders, Lintels and Flooring Systems	Load bearing beams, joists and posts sometimes split as they dry. Parallel splitting is usually not a structural concern because such inconsistencies in wood are anticipated in the structural calculations of wood products. Under this Limited Warranty, Builder will repair Major Structural Defects in load bearing beams, joists, posts, girders, lintels and flooring systems. Repairs to beams, joists, and posts may include additional wood framing to the existing beam/post secured with hardware, nails screws, and/or bolts.
Roof Deflection or Bowing	Builder will stiffen a structural member of the roof if deflection results in a Major Structural Defect. Roof deflection or bowing caused by storage of items in an attic is not covered by this Limited Warranty.

Roof

Roof Deflection or Bowing	Builder will stiffen a structural member of the roof if deflection results in a Major Structural Defect. Roof deflection or bowing caused by storage of items in an attic is not covered by this Limited Warranty.
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Taylor Morrison Limited Warranty

D. Homeowner Maintenance Obligations

Your new Home requires consistent maintenance and care by you to ensure the quality of your Home and its systems. None of the materials used in the construction of your Home will last indefinitely. However, most will last longer if properly maintained. The Taylor Morrison Homeowner Maintenance Manual, as well as documentation provided to you by manufacturers and installers, contain required guidelines to properly maintain your Home. Under the terms of this Limited Warranty, you are expected to maintain your Home properly to prevent damage and ensure proper functioning of your Home and its systems. This Limited Warranty does not cover issues or damage that could have been prevented by following the maintenance requirements in the Taylor Morrison Homeowner Maintenance Manual, or in the documentation provided to you by manufacturers and installers. In the event of any inconsistency between the terms of this Limited Warranty and the Taylor Morrison Homeowner Maintenance Manual, the terms of this Limited Warranty apply.

E. Limitation on Builder's Liability

It is understood and agreed that Builder's liability, whether in contract, tort, statute, negligence, or otherwise is limited to the remedy provided in this Limited Warranty. Builder's obligations under this Limited Warranty, and under the Purchase Agreement that the original homeowner, whether you or a prior owner, entered into for the purchase of the Home from Builder ("Purchase Agreement"), are limited solely to repair, replacement or payment to you of the reasonable cost of the repair or replacement.

If an item is covered by this Limited Warranty, Builder will repair or replace it to conform to the Quality Standards. In the case of a structural element of your Home which does not conform with the Quality Standards, Builder will repair or replace the structural element to restore the load bearing function, as designed. The repair of an item that does not conform with the Quality Standards will include the correction, replacement, or refinishing of only those surfaces, finishes, and coverings that were damaged by the issue and were part of the Home when the title was first transferred by Builder. Builder will repair or replace surfaces, finishes and coverings that require removal in order for Builder to repair or replace an item to conform with the Quality Standards.

Taylor Morrison

Limited Warranty

E. Limitation on Builder's Liability *continued*

The extent of the repair or replacement of these surfaces, finishes and coverings will be to approximately the same condition they were in prior to the issue, but not necessarily to a "like new" condition, subject to the exclusions set forth in this Limited Warranty. Builder cannot guarantee, nor does it warrant, exact color matches with the original surrounding area due to factors such as fading, aging, or unavailability of the original materials.

Builder's offer to resolve an issue for which it bears no responsibility under this Limited Warranty does not create the responsibility to provide the resolution in another situation for which it contends it has no responsibility.

Builder is not responsible for repairs performed without its inspection and approval and will not reimburse you for unauthorized repairs. Unauthorized repairs may void this Limited Warranty with respect to the components of the Home that were impacted by the unauthorized repair.

To the fullest extent permitted by law, our total liability for all claims made pursuant to this Limited Warranty shall not exceed the original sales price of the Home. The amount that we spend to satisfy our obligations under this Limited Warranty will be calculated based on the cumulative total of all repairs and payments made pursuant to this Limited Warranty, including our costs of designing, performing, and monitoring repairs in the Home. Once the limit on our financial obligations has been paid, no further claims can be made pursuant to this Limited Warranty.

Builder shall construct the Home in a manner that passes all applicable municipal inspections; passage of such inspections indicates compliance with applicable codes and standards. Failure to meet an applicable code, standard, or design specification by itself for any element of the Home does not give rise to strict liability and it is not negligence per se, breach of contract or breach of warranty and does not create a cause of action or warranty claim against Builder. A claim or allegation that there is a failure to meet applicable code must be accompanied by (1) actual physical damage resulting from that failure or violation of code to the Home, or (2) an immediate threat to the health and safety for the occupants or invitees. Builder shall not be required to utilize any repair method that would result in economic waste or be required to repair items or areas that are not damaged.

Taylor Morrison Limited Warranty

F. Waiver of Any Other Warranty

TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES REGARDING YOUR HOME AND ANY BUILDING COMMON ELEMENT, AS DEFINED IN SECTION I.1. BELOW, INCLUDING, BUT NOT LIMITED TO, STATUTORY AND IMPLIED WARRANTIES, ARE HEREBY DISCLAIMED BY US AND WAIVED BY YOU. THIS LIMITED WARRANTY IS SUBSTITUTED IN PLACE OF ALL SUCH WARRANTIES. THIS MEANS THAT THIS LIMITED WARRANTY IS THE ONLY WARRANTY THAT APPLIES AND GOVERNS YOUR AND BUILDER'S RIGHTS AND OBLIGATIONS RELATED TO YOUR HOME AND THAT THERE ARE NO OTHER WARRANTIES EXCEPT AS MAY BE REQUIRED BY LAW. EXAMPLES OF WARRANTIES THAT ARE DISCLAIMED BY US AND WAIVED BY YOU INCLUDE, BUT ARE NOT LIMITED TO, STATUTORY WARRANTIES, IMPLIED WARRANTIES, IMPLIED WARRANTY OF QUALITY OR FITNESS FOR USE OR A PARTICULAR PURPOSE, IMPLIED WARRANTY OF CONSTRUCTION IN A GOOD AND WORKMANLIKE MANNER, IMPLIED WARRANTY OF HABITABILITY, AND WARRANTY OF MERCHANTABILITY.

You are entitled to (and nothing in this section reduces) any warranty that may not be waived by law, or reduced by this Limited Warranty or substituted with the terms of this Limited Warranty. If an arbitrator or court determines that a warranty cannot be waived, disclaimed or reduced by this Limited Warranty or substituted with the terms of this Limited Warranty, then the specific term of this Limited Warranty that conflicts with the warranty term that may not be waived, disclaimed, reduced, or substituted will not apply, but all other terms will remain applicable to the extent permitted by law.

Taylor Morrison Limited Warranty

G. Exclusions from Coverage

This Limited Warranty does not cover the following conditions, items, damages or losses caused directly or indirectly or exacerbated by the following items, actions or events:

1. Homeowner Conduct. Ordinary wear and tear, or lack of proper Homeowner maintenance, including Homeowner's failure to minimize or prevent damages in a timely manner are not covered by this Limited Warranty. Any damage caused or exacerbated by your failure to properly maintain your Home and your Property, including, but not limited to, failure to comply with the Taylor Morrison Maintenance Manual, any maintenance obligations and schedules otherwise provided to you by Builder or any manufacture or installer, any commonly accepted maintenance practices intended to prolong the life of the materials and construction on your Property, or any maintenance obligations imposed by the governing documents for the Community, is also not covered by this Limited Warranty. You are required to take any action necessary to mitigate damages resulting from an item that does not conform with the Quality Standards.

2. Conduct of Maintaining Party Other than Homeowner. The governing documents for the Community and/or applicable laws may require that parties other than Homeowner, such as an association or neighbor, maintain in whole or in part certain improvements on the Property, including but not limited to walls, fences, decks and hardscape. Any damage caused or exacerbated by such party's failure to properly maintain such improvement, including, but not limited to, failure to comply with the applicable Taylor Morrison Maintenance Manual, any maintenance obligations and schedules otherwise provided by Builder or any manufacture or installer, any commonly accepted maintenance practices intended to prolong the life of the materials and construction on your Property, or any maintenance obligations imposed by the governing documents for the Community, is also not covered by this Limited Warranty.

3. Cosmetic Issues. Cosmetic issues to any component of the Home are not covered by this Limited Warranty. Cosmetic issues include, but are not limited to dents in garage doors; torn screen; chipped or scratched countertops, cabinets, doors, walls, paint, flooring, porcelain, tile, plumbing fixtures, appliances, marble, glass, windows or mirrors; and grout.

Taylor Morrison

Limited Warranty

G. Exclusions from Coverage *continued*

4. Natural Catastrophes, Occurrences and Accidents. The following are not covered by this Limited Warranty: natural catastrophes, occurrences or accidents, including, but not limited to: events such as severe wind, lightning, tropical storm, weight of ice, snow or sleet, hurricane, earthquake, drought conditions, fire, smoke, explosion, flood, electromagnetic fields, radon gas, sinkholes, presence of mold, mildew, spores, fungi or other related conditions, landslides and mud flows, storm surges, shockwaves, windstorm, monsoons, microbursts, hail or other Acts of God; the presence of hazardous or toxic materials, falling objects, or nuclear hazard; intentional loss; governmental action (including, but not limited to, water conservation and rezoning); power outages or surges; pollutants by third parties; riots, civil commotion, theft or vandalism. Homeowner should directly consult with their state's department of insurance or their insurance agent to determine what coverage may be available in such events.

5. Grading and Soil Movement. Changes in the grading of the ground by anyone other than Builder or its agents or subcontractors and soil movement (including, but not limited to, subsidence, collapse, consolidation, expansion or lateral movement) are not covered by this Limited Warranty.

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

7. Consequential Damages. Consequential, special, economic or incidental damages or losses of any kind caused by or related to matters warranted by this Limited Warranty, including, but not limited to, costs associated with temporary housing, transportation, food, moving, storage or other living expenses, pet boarding, furniture rental, personal or bodily injury, emotional distress, attorneys' fees and costs, medical care, loss of use, loss of wages, inconvenience, diminished market value or damage to personal property, even if Builder has been advised of the possibility of such damages, are not covered by this Limited Warranty, and therefore you waive and relinquish all rights to recover from Builder any of the damages described in this paragraph.

Taylor Morrison Limited Warranty

G. Exclusions from Coverage *continued*

8. Variances in Materials and Discontinued Patterns. The color and texture of certain components used during construction or to repair/replace existing components (including, but not limited to, tile, brick, marble, stone flooring, wood, custom paint or grout) may not perfectly match due to varying conditions such as discontinued patterns, underlying surface, application technique, temperature, humidity and curing, as well as natural variations, aging, wear and tear, weathering and/or manufacturing variations are not covered under this Limited Warranty. During construction and any repair or replacement of such designated components, Builder will make reasonable efforts to match the texture and color of existing or adjacent components as closely as possible, but a perfect color and texture match is not covered by this Limited Warranty or guaranteed by Builder. Such variations are normal and expected conditions in the product and not considered items which fail to conform with the Quality Standards, and Builder will not replace adjacent and/or adjoining components in order to match the new components being repaired or replaced. Builder is also not required to match the color and texture of existing or adjacent components of the Home which were installed or modified by Owner.

9. Ventilation and Temperatures. Dampness or condensation due to Homeowner's failure to maintain adequate ventilation are not covered under this Limited Warranty. Loss or damage caused by failure to maintain proper temperatures (heating and cooling) within the Home are not covered by this Limited Warranty.

10. Timely Reporting. Issues which are not reported in writing to Builder within the applicable Limited Warranty term are not covered by this Limited Warranty.

11. Termites, Pests and Other Animals. Loss or damage to your Home, persons or property, including uninhabitability of your Home, caused directly or indirectly by insects, wood-destroying organisms (including termites), birds, vermin, rodents or other wild or domestic animals is not covered by this Limited Warranty.

Taylor Morrison Limited Warranty

G. Exclusions from Coverage *continued*

12. Manufacturer Warranties. Consumer products and manufactured products are not covered under this Limited Warranty. The manufacturer's warranty (if any) and not this Limited Warranty shall apply with respect to any appliances, equipment or other item which is defined as a "**Consumer Product**" for purposes of the Magnuson-Moss Warranty Act, 15 United States Code Section 2301, et seq. This Limited Warranty excludes any and all Consumer Products. "Consumer Products" includes, but is not limited to, a refrigerator, dishwasher, stove, microwave oven, trash compactor, garbage disposal, washer, dryer, water heater, water softener or garage door opener, Interactive Home® components, heating/ventilation/air-conditioning systems, solar energy system, and smart home system. In the event of a defect or malfunction of a Consumer Product, Homeowner should make a claim directly to the manufacturer or supplier. Builder will assist you in such effort during the one year Limited Warranty term for workmanship by providing information needed to contact the manufacturer or supplier. Builder hereby assigns to you any and all rights Builder may have under any original manufacturer warranties covering any Consumer Product in your Home.

13. Water Damage. Damage resulting from flood, surface water, waves, tidal water, storm surges, overflow of a body of water or spray from any of these, whether or not driven by wind, water which backs up from municipal sewers or storm water drains, changes in the water table, or water below the surface of the ground (including water which exerts pressure on, seeps, or leaks through your Home, sidewalk, driveway, foundation, swimming pool, or other structure), wetlands, springs, aquifers or water from the irrigation of the landscaping on your property or neighboring property is not covered by this Limited Warranty.

14. Use of Home for Non-Residential Purposes. Use of your Home for non-residential purposes (e.g., childcare facility, pet sitting services, etc.), which involve an unusual level of traffic and wear and tear on your Home is not covered by this Limited Warranty.

Taylor Morrison Limited Warranty

G. Exclusions from Coverage *continued*

15. Abnormal Loading. Damage resulting from abnormal loading on floors and/or attic, decking, cabinetry, doors, shelving or closet bars is not covered by this Limited Warranty.

16. Utility Services. Utility services that were not installed by Builder are not covered by this Limited Warranty.

17. Noise. Exterior noises audible in your Home, including, but not limited to, from air conditioning units, heaters, appliances, televisions, radios, pets, children, neighbors, street or foot traffic, commercial activity, construction activity, aviation traffic, or adjacent homes, are not covered under this Limited Warranty.

H. Requesting a Repair

1. Procedure. If you believe that a component of your Home is covered by this Limited Warranty, you must take the steps detailed below. If you fail to follow this procedure or fail to timely submit a claim under this Limited Warranty, Builder will not be responsible for any repairs or any other costs or expenses (including, but not limited to, attorneys' fees and contractor/consultant fees) you incur to address the issue. Only the owner of the Home for which this Limited Warranty applies can submit warranty requests or claims.

Taylor Morrison Limited Warranty

H. Requesting a Repair *continued*

Step 1 – Contact Builder.

Contact us with details of your concerns as soon as possible. Conditions that could cause additional damage, such as water leaks, should be reported immediately. Please contact our local office and ask to speak with a customer service representative. If you do not know the contact information for our local office, please visit our website at www.taylormorrison.com. Communication of your request to any person, including any contractor, that is not a Limited Warranty or customer service representative employed by Taylor Morrison or other specifically designated person by Taylor Morrison is insufficient to provide proper notice under this section. Our goal is to promptly respond to all Limited Warranty-related requests, so if you do not receive an acknowledgement within a reasonable time during normal business hours between Monday through Friday, please follow up to make sure your message was not misdirected. Except as otherwise required by law, all Limited Warranty claims must be received by us prior to the expiration of the applicable Limited Warranty term. Please note that this provision does not extend the applicable Limited Warranty term.

Step 2 – Allow Builder to review.

We will review the information you give us and inspect your concerns. By submitting a Limited Warranty-related request, you agree to grant Builder and/or its representatives prompt and complete access to your Home during normal business hours between Monday and Friday from 8 a.m. to 5 p.m. to inspect, repair and conduct tests in your Home as we may deem necessary. If you refuse to allow us access to your Home, such denial of access shall void this Limited Warranty with respect to your claim.

Taylor Morrison Limited Warranty

H. Requesting a Repair *continued*

Step 3 – Our response.

After review, we will inform you of whether there is a component of your Home that does not conform with the Quality Standards covered under this Limited Warranty. If there is a component of your Home that does not conform with the Quality Standards covered by this Limited Warranty, we will, at our option, repair or replace the non-conforming component as provided in this Limited Warranty. The timing of any inspection, repairs or replacement shall be at Builder's sole discretion. Alternatively, instead of correcting the component of your Home that does not conform with the Quality Standards, we may decide at our option to pay you the reasonable cost of correction.

Step 4 – Repair process.

We will need access to your Home during our normal working hours between Monday and Friday from 8:00 a.m. and 5:00 p.m. to perform the repair work. We will not perform work in your Home unless you or your representative over the age of 18 is at the Home when the work is performed. We will not compensate you for any lost income or wages as a result of you taking time off work to attend repairs or for the cost of having a representative attend. We will start and complete the work as soon as possible based on your schedule, our work schedule, and the availability of the contractors and materials required to do the work. Your cooperation and flexibility are needed for us to complete the work promptly. Actions taken to cure items which do not conform with the Quality Standards will not extend the applicable Limited Warranty term specified in this Limited Warranty.

2. Failure to Allow Repairs/Interference with Repair Work. If you fail to allow us to make timely repairs, we are not responsible for any damage that occurs. If you interfere with or impede our efforts to perform repairs, Builder shall have no liability or responsibility regarding the proposed repair, nor any damage related to or arising out of the failure to repair. Throughout the warranty process, use of profanity, threats, intimidation, abuse and/or hostility whether in writing, verbal, or through postings on social media, is strictly prohibited when dealing with Builder and its trades and such conduct will be considered interference and a failure to cooperate by the Homeowner. Mutual cooperation is essential, as is consistent and reliable points of contact so the parties can make representations and agreements upon which the other side may rely.

Taylor Morrison Limited Warranty

H. Requesting a Repair *continued*

3. Emergency Repairs. If an emergency condition exists that requires immediate repairs to protect the safety of occupants of your Home or to prevent imminent serious damage to your Home, you may make reasonable and necessary repairs. You are still obligated to give us notice as soon as possible, even in an emergency situation.

4. Repairs by or Payment from Insurance Company – Waiver of Claims. This Limited Warranty is not a homeowner's insurance policy, which typically provides coverage for certain property damages and casualty losses. If an insurance company or any other party provides you payment or repairs relating to or arising from a construction defect or a component of your Home that does not conform with the Quality Standards, then to the extent permitted by law you hereby waive for yourself and on behalf of anyone acquiring rights through you, including, but not limited to, any insurance company, all subrogation claims, and other claims against us for such payments or repairs received by you.

Builder is not responsible for repairs performed without its inspection and approval and will not reimburse you for unauthorized repairs. Unauthorized repairs may void this Limited Warranty with respect to the components of the Home that were impacted by the unauthorized repair. We encourage you to submit claims to us.

I. Dispute Resolution

If we are unable to resolve your concerns pursuant to the process addressed in this Limited Warranty, then the dispute must be resolved by binding arbitration, as provided below. Unless otherwise recoverable by law or statute, you and Builder shall bear your own costs and expenses, including attorney's fees, for any arbitration.

Taylor Morrison Limited Warranty

I. Dispute Resolution *continued*

1. State Procedures Required Prior to Arbitration. Some states require parties to take preliminary steps before an arbitration or legal action may proceed. Those steps may include, but are not limited to, a notice of alleged claims by the Homeowner to a specific person or by specific means (such as certified mail or personal delivery) using particular notice language. Nothing in this Limited Warranty shall be construed as a waiver of the Homeowner's obligations to comply with all such preliminary steps. Any response by us to a notice that does not comply with the applicable state's requirements will not be a waiver of our rights under the applicable state law.

2. Arbitration. Any and all claims, controversies, breaches or disputes by or between you and Builder arising out of or relating to this Limited Warranty (each a "**Dispute**"), shall be arbitrated pursuant to the Federal Arbitration Act ("**FAA**") and subject to the procedures set forth as follows:

(a) Appointment of Arbitrator.

The arbitration will be conducted before an arbitrator appointed by the American Arbitration Association ("**AAA**"). In the event AAA is for any reason unwilling or unable to serve as the arbitration service, then the parties shall select another reputable arbitration service. If the parties are unable to agree on an alternative service, then either you or Builder may petition any court of competent jurisdiction in the County in which the Home is located to appoint such an alternative service, which shall be binding on the parties. The rules and procedures of such alternative service in effect at the time the request for arbitration is submitted shall be followed.

Notwithstanding the foregoing, any dispute concerning the interpretation or the enforceability of this arbitration provision, including, without limitation, its revocability or voidability for any cause, any challenges to the enforcement or the validity of this Limited Warranty or this arbitration provision, or the scope of the arbitrable issues under this arbitration provision, and any defense relating to the enforcement of this arbitration provision including, without limitation, waiver, estoppel, or laches, shall be decided by an arbitrator in accordance with this arbitration provision and not by a court of law.

Taylor Morrison Limited Warranty

I. Dispute Resolution *continued*

(b) Arbitration Rules.

The arbitration will proceed in accordance with the AAA's rules applicable to the Dispute. With respect to any portion of the Dispute pertaining to a construction issue, the arbitration will proceed in accordance with the AAA's Home Construction Arbitration Rules. If those rules have been repealed or replaced at the time the arbitration claim is filed, the AAA's rules then most applicable to residential construction will apply. Homeowner and Builder will be entitled to visually inspect and perform testing on any component claimed to not conform with the Quality Standards, and no AAA rule shall apply if it is inconsistent with the provisions of this Limited Warranty. Notwithstanding the foregoing, to the extent that any state or local law, ordinance, regulation, or judicial rule is inconsistent with any provision of the rules of the arbitration service under which the arbitration proceeding shall be conducted, the latter rules shall govern the conduct of the proceeding.

(d) Participation by Other Parties.

Homeowner and Builder both agree that any such arbitration shall only be between Homeowner and Builder and shall not be joined or consolidated with the claims or arbitration of any other party unless specifically agreed to in writing by you and Builder, and the arbitrator shall not authorize any such consolidation or joinder without the written consent of you and Builder. Notwithstanding the preceding sentence, Builder may join consultants, subcontractors and/or suppliers involved in the design and construction of the improvements to the Home. This arbitration provision shall inure to the benefit of, and be enforceable by, Builder and Builder's affiliated and related entities and each of their respective employees, officers, directors, agents, representatives, contractors, subcontractors, consultants, agents, vendors, suppliers, design professionals, insurers and any other person whom you contend is responsible for any alleged defect in or to the Home or any improvement or appurtenance thereto. The participation by any party, or any party who you contend is responsible for a Dispute, in any judicial proceeding concerning this arbitration provision or any matter arbitrable hereunder shall not be asserted or accepted as a reason to delay, to refuse to participate in arbitration, or to refuse to compel arbitration, including instances in which the judicial proceedings involve parties not subject to this arbitration provision and/or who cannot otherwise be compelled to arbitrate.

Taylor Morrison Limited Warranty

I. Dispute Resolution *continued*

(e) Class Action Waiver.

Homeowner and Builder have agreed to arbitrate Disputes under the FAA due to the mutual advantages of arbitration over bringing an action in court to resolve a Dispute. Homeowner acknowledges that group and class actions are inconsistent with arbitration under the FAA. Arbitration of a group or class action destroys the advantages of the arbitration process such as speed, efficiency, and lower costs due to the complexities involved in a group or class action. For these reasons, Homeowner and Builder mutually agree to waive the right to bring a group or class action claim in the arbitration, including, without limitation, claims brought as a class representative, class member, representative on behalf of others or attorney general on behalf of the general public.

(f) Initiating Arbitration.

Either party may begin the arbitration process by filing a demand for arbitration with AAA and serving a copy of the demand on the other party. To the extent not consistent with the FAA, all of the provisions of this paragraph are subject to the general qualifications of state law, requirements and rules, including, but not limited to, state filing limitations (such as statutes of limitation and statutes of repose), that may affect how and when arbitration may be initiated and administered. The following is a brief description of the steps to initiate arbitration and the arbitration process:

Step 1 – Filing a request. The party initiating arbitration must notify AAA in writing of the request for arbitration under the terms of this Limited Warranty. The party initiating arbitration will pay the AAA's filing fee and any other administrative fee or cost charged by AAA to initiate the arbitration. All fees and costs shall be borne separately between the parties, including, but not limited to, all attorneys' fees, arbitration fees and expert witness costs resulting from the Dispute. Except as otherwise required by law, your arbitration request must be received by AAA by the earlier of: (i) the expiration of your claim under the applicable state statute of limitations, or (ii) 30 days after the expiration of the applicable Limited Warranty term. Please note that this provision does not extend the applicable Limited Warranty term.

Taylor Morrison Limited Warranty

I. Dispute Resolution *continued*

Step 2 – Hearing. The arbitrator appointed to serve shall be a neutral and impartial individual. The arbitration should be held in the County where the Home is located unless the Homeowner and Builder agree otherwise. The hearing typically will be scheduled by the arbitrator or the arbitration organization at a time mutually agreeable to all parties. At the hearing, the arbitrator will hear and consider evidence presented by all parties. If a party timely notifies AAA of a request for a record of the hearing prior to the earlier of the hearing date or the date, if specified, in the AAA's rules, the arbitrator will preserve all evidence presented at the arbitration. Oral evidence will be preserved in a manner that it can be converted to written transcript. The costs of the record will be paid by the party requesting the record or shared equally among the parties requesting a copy. Notwithstanding anything inconsistent in the rules and procedures of the arbitration service, the parties to the arbitration shall have the right to conduct a reasonable amount of discovery, including written discovery, depositions and inspections and testing, all as approved and coordinated by the arbitrator.

Step 3 – Award. The arbitrator's award will decide whether there is a component of your Home which does not conform with the Quality Standards that is covered by this Limited Warranty and, if requested by a party, the scope and manner of correction. The arbitrator's award will be based on applicable law of the state in which the Home is located, except to the extent the FAA overrides and preempts state, local, or other law, and will include findings of fact and conclusions of law. If permitted by the AAA rules, either party may request a written explanation of the award. The award of the arbitrator will be final, non-appealable, binding on and enforceable against all parties, except as modified, corrected or vacated according to the applicable arbitration rules and procedures or to the extent not consistent with the FAA or applicable state law.

Taylor Morrison Limited Warranty

I. Dispute Resolution *continued*

Step 4 – Repairs. Unless designated otherwise in the award, we will, within 10 days after a final award, elect to either perform the correction awarded by the arbitrator or, at our option, pay you the reasonable cost of such correction. If we elect to perform the correction under an award, we will complete the correction within 90 days after a final award or as may be specified by the arbitrator. If the correction cannot be reasonably completed in that time, the arbitrator must grant reasonable additional time to make the correction. If you believe that the correction was not performed satisfactorily or in a timely manner, you may have these issues arbitrated in a later arbitration. If the cost of the correction is not specified in the award and we elect to pay you the reasonable cost of the correction, you may have the amount of that payment arbitrated in a later arbitration.

J. Condominiums

1. Scope of Warranty for Condominiums. For Homes that are condominiums or that are physically attached to other Homes, this Limited Warranty includes coverage for both the portion of the Home owned exclusively by you and the building common elements. Building common elements are those elements and property that: (a) are part of the building or structure in which the Home is located, and (b) either are owned in common by all of the owners in the building or owned, insured, or maintained by an owner's association. Building common elements may, but do not always, include items such as walls, foundations, and roofs. However, building common elements do not include items such as clubhouses, exterior walkways, streets, swimming pools, and recreational buildings.

For condominiums located in Florida, please see the Florida Addendum on page 65 of this Limited Warranty.

2. Warranty Coverage Period Commencement Date for Building Common Elements. Unless otherwise required by law, the commencement date of the applicable Limited Warranty term for building common elements will begin on the date title to the first home in the building is transferred to the first homeowner in that building and end on the expiration date of the applicable Limited Warranty term.

Taylor Morrison Limited Warranty

J. Condominiums *continued*

3. Making a Limited Warranty Claim for Condominiums.

Component other than building common element. You may make a Limited Warranty claim that a component of your Home does not conform with the Quality Standards if that component is owned exclusively by you and not maintained or insured by the owner's association.

Building common elements. Unless otherwise required by law, claims that a building common element does not conform with the Quality Standards must be made by the owner's association, and may not be made by an individual homeowner. If you believe a building common element does not conform with the Quality Standards, you should inform your association. Although you may contact us to report an item which you believe does not conform with the Quality Standards, this does not change the fact that the association, through its board of directors or a validly elected or appointed officer, is the appropriate party to submit, process, or settle claims related to building common elements.

K. Addenda – State-Specific

California Addendum *(applicable only if your home is located in California):*

This Limited Warranty does not apply to homes located in California.

Colorado Addendum *(applicable only if your home is located in Colorado):*

(a) The following language is substituted for the Quality Standards for Concrete Slab-On-Grade Floor Cracks:

Slab out of level

Observation: Slab elevation differential exceeds 3" or 1% of the Home's slab, whichever is greater

Action Required: Builder will repair Home's slab.

Coverage: 2 Years

Taylor Morrison Limited Warranty

K. Addenda – State-Specific *continued*

Slab on grade bulged, humped, or domed

Observation: Unevenness in slab exceeding 1" per 32", or unevenness exceeding ¾" within 24" of a foundation wall

Action Required: Filling, topping, grinding, or partial floor replacement are acceptable repairs by Builder.

Coverage: 2 Years

Cracks in the center of a slab (not in contraction joints)

Observation: Cracks in excess of ¼" in width or ¼" in vertical displacement through the center of the slab

Action Required: Patching, caulking, grouting, injecting, filling, and grinding are all acceptable repair methods.

Coverage: 2 Years

Cracks in slab in the contraction joints

Observation: Cracks in excess of 3/8" in width or 3/8" in vertical displacement in the contraction joint

Action Required: Patching, caulking, grouting, injecting, filling, and grinding are all acceptable repair methods.

Coverage: 2 Years

Taylor Morrison

Limited Warranty

K. Addenda – State-Specific *continued*

(b) The Limitation on Builder's Liability set forth as Section D is applicable to claims asserting a breach of the Limited Warranty provided by the Limited Warranty, and, to the extent prohibited by law, does not apply to any other claim or action brought against Builder by the Homeowner for damages or loss to, or the loss of use of, real or personal property, or personal injury caused by conditions which fall below industry standards in the design or construction of the home, and such other claims or actions shall be subject to and governed by the Colorado Construction Defect Action Reform Act, C.R.S. 13-20-801 et seq., and shall further be subject to the requirement to arbitrate claims as provided in the paragraph of the Purchase Agreement entitled "Arbitration of Disputes." To the extent prohibited by law, except for claims asserting a breach of the Limited Warranty, nothing in this Limited Warranty is intended to constitute a waiver of, or limitation on, the legal rights, remedies, or damages provided by the Construction Defect Action Reform Act, C.R.S. 13-20-801 et seq., or provided by the Colorado Consumer Protection Act, Article 1 of Title 6, C.R.S., as described in the Construction Defect Action Reform Act, or on the ability to enforce such legal rights, remedies, or damages within the time provided by applicable statutes of limitation or repose.

Florida Addendum *(applicable only if your condominium is located in Florida):*

The following language is added to the section of this Limited Warranty entitled "Condominiums":

This Limited Warranty does not apply to condominium units and common elements associated therewith created pursuant to the Condominium Act, Chapter 718, Florida Statutes, which provides for a Statutory Warranty.

Taylor Morrison Limited Warranty

K. Addenda – State-Specific *continued*

Georgia Addendum *(applicable only if your home is located in Georgia):*

This dispute settlement provision of this Limited Warranty sets forth the exclusive remedy for all disputes, claims, and controversies unless otherwise provided by law.

This Limited Warranty does not constitute a waiver by Builder of the Georgia Right to Repair Act, O.C.G.A. § 8-2-35 et seq. To the extent we are unable to resolve your concerns pursuant to the process addressed in this Limited Warranty, the Homeowner must comply with all requirements set forth in the Right to Repair Act prior to initiating arbitration or legal action. Failure to comply with the terms of the Right to Repair Act will result in Builder seeking to stay or dismiss any claim filed by Homeowner.

Illinois Addendum *(applicable only if your home is located in Illinois):*

The following language is added to the section of the Limited Warranty entitled “Waiver of Any Other Warranty”:

Because this Limited Warranty is the only warranty that applies and governs your and Builder’s rights and obligations related to your Home, you and Builder expressly waive and disavow the implied covenant of good faith and fair dealing.

Texas Addendum *(applicable only if your home is located in Texas):*

This Limited Warranty is intended to meet or exceed the terms and rights available under section 430.001 et seq. of the Property Code and regulations on performance standards found in Title 10, chapter 304 of the Texas Administrative Code. Where the statutory coverage provides greater coverage than the Quality Standards set forth in this Limited Warranty, the statutory coverage shall apply.

Notwithstanding any other terms or condition herein, this Limited Warranty does not apply to a Home that has been subject to foreclosure under Texas law, such Home is taken “AS IS” with all faults.

Taylor Morrison Limited Warranty

K. Addenda – State-Specific *continued*

HUD Addendum *(applicable to original FHA financed homes and condominiums and original VA financed homes):*

Builder may provide the original purchaser of the Home with a third party limited warranty in addition to this Limited Warranty. Any other warranties that Builder may provide relating to the Home shall not extend the period of coverage under this Limited Warranty, and instead, shall run concurrently with all or any portion of this Limited Warranty, as applicable.

Model Home Addendum *(applicable only if your Home's Purchase Agreement has a specific written Addendum modifying, substituting or eliminating the terms of this Limited Warranty):*

The following language is added to the section of this Limited Warranty entitled "Generally":

In limited situations on certain Model Homes, this Limited Warranty will not apply in whole or in part. In such event, an Addendum to the Home's Purchase Agreement will expressly set forth the specific applicable terms of any modified Limited Warranty offered by Builder (or a third party), if any, that applies.

Taylor Morrison Limited Warranty

Index

air-conditioning	42, 53, 54	grout	31, 43, 50, 52, 64
appliances	39, 40, 45, 50, 53, 54	gutters and downspouts	8, 10, 12
attic	46, 54	heating.....	41, 42, 45, 52, 53
basement.....	8, 45	insulation.....	42, 45
beams	30, 45, 46	interior trim	29, 30
brick.....	17, 31, 45, 52	landscaping.....	8, 21, 22, 39, 51, 53
cabinets	33, 34, 35, 45, 50	masonry.....	17, 36, 38
ceilings.....	27, 33	mirrors.....	50
ceiling fans	26	paint and stain	14, 19, 20, 27, 28, 29, 34, 45, 50, 52
chimneys	36	pavers	38, 39
columns and posts	30	plumbing	43, 44, 45, 50
concrete	7, 8, 9, 15, 16, 37, 38, 45, 63	refrigerator	40, 53
consumer and manufactured products.....	53	roofing materials	10, 12
countertops	33, 34, 35, 50	roofs.....	9, 10, 11, 12, 45, 46
crawlspace.....	8	sewer	44, 53
decks	21, 50	shower enclosures.....	43, 44
doors.....	19, 22, 23, 24, 27, 45, 50, 54	siding and trim.....	12, 13, 14, 15, 29, 30, 45
drainage.....	16, 18, 19, 21, 22	skylight	25, 26
drywall	25, 27, 28, 45	slab.....	7, 45, 63, 64
ductwork.....	41, 42	smart home system	53
electrical	26, 27, 40, 45	solar energy system	53
exterior hardscape.....	38, 50	swimming pools	39, 53, 62
fireplaces	35, 39	tile	31, 45, 50, 52
flooring	8, 30, 31, 32, 33, 45, 46, 50, 52	ventilation.....	52, 53
foundation	7, 8, 19, 45, 53, 62, 64	wall coverings	20, 28
framing	46	walls.....	15, 16, 17, 18, 19, 27, 28, 45, 50, 62
garage doors	24, 25, 50	windows	25, 26, 50
grading	8, 21, 51		



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