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## CUSTOMER CARE WARRANTY PROCESS

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### Welcome to Customer Care!

At QUAIL RIDGE, we're proud of the homes we build. We look forward to working with you to ensure that you enjoy your home today, and for years to come. The purpose of this guide is to introduce you to our Customer Care Program. This document will explain our program and how to obtain fast and effective Customer Care service.

### Customer Care Hours

**Monday – Friday, 8:00 AM to 4:00 PM (Closed on all legal holidays)**

Customer Care will make normal calls during the above hours. Customer Care representatives and our trade contractors will not enter a home without the owner or an adult representative of the homeowner present (unless otherwise approved, in writing, by the homeowner). In addition, Customer Care will never enter a home if children are present without adult supervision.

### Homeowners Association (HOA)

Your home is part of a home community that is managed by a Homeowners Association (HOA). The HOA owns and is responsible for the upkeep, repair and maintenance of various Common Areas within the community. These elements are not covered by this Agreement. The HOA may also be responsible for the upkeep, repair and maintenance of some of the exterior elements on and around your homes. **Although the exterior elements comprising part of your property (including the exterior of your home) are generally covered by your Express Limited Warranty, you will need to contact the HOA (or the Management Company retained by the HOA) for warranty work related to these items.** Please refer to Section A – Warranty Standards, in the guide for a representative list of our warranty commitments and how they will be addressed.

### Determining If You Need Customer Care

During your limited warranty period there are specific procedures to follow for having items reviewed and adjusted. Representative items that are covered under the limited warranty are listed and explained in the Express Limited Warranty provided to you at closing. In addition, we have provided in Section A – Warranty Standards of this manual a handy guide for what is covered during the warranty period. If you believe

your home needs service from Customer Care, take a moment to review this document. It explains our obligations for specific items and, through icons in the left column, whether the request needs to be directed to Customer Care or to the HOA. Please review these guidelines, as well as the Homeowner's Limited Warranty Agreement itself, prior to making any requests for Customer Care.

## **Customer Care Service**

Our comprehensive Customer Care Program utilizes pre-determined visits, individual requests for Customer Care by the Homeowner, and specific procedures for Emergency Service. All three elements of the Program are outlined below.

### **Pre-determined Customer Care Visits**

During the first year that you are in your home, Customer Care is offered at the following pre-determined times:

1. **Thirty Day Welcome to Customer Care!** – Approximately 20-25 days after moving in, Customer Care will notify you by mail, e-mail or telephone that a Customer Care Representative will be visiting your home in the next five to ten days. The Thirty Day Customer Care visit will be scheduled by the Customer Care Coordinator. At this visit, the Customer Care Representative will answer any questions that you may have and, if needed, will make minor corrections and adjustments to components around the home. If there is other warranty work identified at this time that needs to be performed by a subcontractor, Customer Care will make arrangements and set a time for this work.

2. **Six Month Visit** – Customer Care will notify you by mail, e-mail or telephone approximately five months after moving in that you are nearing the Six Month Customer Care visit. If you have any Customer Care needs or require answers to any questions, you will need to fill out the Six Month Customer Care Request Form and send it to the Customer Care office. Please note that while Customer Care will notify you of the Six Month date, it is up to you to fill out the Customer Care Request Form completely and send it in. If the Customer Care Request Form is not sent in within 15 days of the date of the Six Month anniversary, Customer Care will assume that no visit is required.

3. **Eleven Month Visit** – Customer Care will notify you by mail, e-mail or telephone approximately ten months after moving in that you are nearing the Eleven Month Customer Care visit. This will be your last opportunity to have any corrective adjustments made to your home before many of the Builder's warranties expire. As with the Six Month visit, Customer Care will notify you of the upcoming date. It will be up to you to fill out the Eleven Month Customer Care Request Form and send it in. If the Customer Care Request Form is not received within 15 days of the date of the Eleven Month anniversary, Customer Care will assume that no visit is required.

Generally, it is best to have Customer Care work performed within these three time frames. First, it allows you to schedule Customer Care visits in advance and plan

for them accordingly. Second, between the pre-determined visits, you can make a list of any items that need attention and know that they will be taken care of with a minimum amount of inconvenience to you. And third, because these visits are scheduled, Customer Care will be better prepared to meet your needs and work more efficiently with you.

However, if you feel that Customer Care is needed outside the pre-determined dates, you may submit a Customer Care Request Form at any time during your Warranty Period. But, please be aware that in accordance with the terms of the Express Limited Warranty, **ALL** requests for Customer Care must be submitted, in writing, on a Customer Care Request Form (see below). Verbal requests for non-emergency Customer Care will not be accepted.

### **Request for Customer Care**

As described above, Customer Care will visit your home three times during the first year if needed. The Thirty Day visit is a required visit by Customer Care (which will be scheduled by Customer Care) and the Six Month and Eleven Month visits are optional visits determined by you. In addition to the scheduled visits, you may also request other normal Customer Care Service during the Warranty Period in accordance with the procedures outlined below.

Except for the Thirty Day visit, if the matter is one to be submitted directly to Customer Care (instead of being handled through the HOA), you will be required to submit a Customer Care Request Form for all requested warranty work. Forms are located in the front cover of your Homeowner's Handbook or can be obtained from Customer Care. They are also available on our website – [www.bannercommunities.net](http://www.bannercommunities.net). You will need to fill out the correct form completely and mail or electronically submit it to the Customer Care office. Please remember that all requests for Customer Care must be in writing and on the correct form. **Faxes and phone calls will not be accepted!**

Please mail or electronically submit your Customer Care Request Form to:

Banner Communities LLC  
4545 S. Monaco St. #240  
Denver, CO 8023  
T303.770.4220  
F303.770.5240

[homecare@bannercommunities.net](mailto:homecare@bannercommunities.net)

[www.BANNERCOMMUNITIES.net](http://www.BANNERCOMMUNITIES.net)

It is imperative that the submitted Customer Care Request Form lists at least one telephone number, preferably two numbers, where you can be reached or where a message can be left during the hours of 8:30 a.m. to 5:00 p.m. If you have e-mail and would like to be contacted in this manner, please include your e-mail address on your Customer Care Request Form.

## **Response to Request for Customer Care**

Assuming your Customer Care Request Form has been properly completed and submitted, the request will be responded to in accordance with the following procedures:

- The Customer Care Coordinator will contact you (by phone or e-mail) during the hours of 8:00 a.m. to 5:00 p.m. to confirm receipt of the Customer Care Request Form and let you know that a Customer Care Evaluation will be scheduled shortly. The Coordinator will leave a message or e-mail you only once. The Customer Care Evaluator will contact you within the next three to four days to schedule an appointment.
- The Customer Care Evaluator will attempt to contact you by phone during the hours of 8:00 a.m. to 5:00 p.m. three times in a 72-hour (three-day) period to schedule an appointment. If the Evaluator is unable to reach you, your Customer Care Request Form will be returned (by mail, with call attempt dates and times listed) for re-submittal.
- At the Evaluation appointment the Customer Care Evaluator will determine (1) if the limited warranty applies to the item or items described in the Customer Care Request Form, or (2) if the matter needs to be addressed by the Customer Care Department or by one of its subcontractors. The Evaluator will then either (A) schedule an appointment with a Customer Care warranty tech to make the necessary adjustments, or (B) contact an appropriate subcontractor, who will then contact you to schedule a date and time, usually within the next two weeks, to address the concern.
- If the matter is to be handled by a subcontractor, the subcontractor will attempt to contact you by phone during the hours of 8:00 a.m. to 5:00 p.m. three times within a 72-hour (three-day) period following the Evaluation appointment to schedule an appointment to perform any necessary work. If the subcontractor is unable to reach you, your Customer Care Request Form will be returned to you (by mail, with call attempt dates and times listed) for resubmittal.
- The follow-up appointment with either the Customer Care tech or the Customer Care subcontractor, as applicable, will be scheduled between the hours of 8:00 a.m. and 4:00 p.m. Due to fluctuation in the work force, our subcontractors sometimes cannot make scheduled appointments during these hours. Because of this, the subcontractors are sometimes allowed to schedule Customer Care visits prior to the start of the work day, but only if it is convenient for you. We appreciate your cooperation in order to complete the outstanding items.

- If you agree to a date and time with either a Customer Care tech or a Customer Care subcontractor but fail to show for the appointment (without giving at least two hours prior notice), Customer Care may charge you a service call fee of up to \$75.00. In addition, any items that were deemed warrantable by the Evaluator will need to be readdressed by completing and resubmitting a Customer Care Request Form in accordance with the above procedures. If any warrantable items listed in the original Customer Care Request Form fall out of warranty before a new Customer Care Request Form is properly submitted, it will be at the discretion of the Director of Customer Care to warrant these items.

### **Strict Compliance**

Customer Care is committed to responding to your concerns in as prompt and efficient a manner as possible. In order to obtain Customer Care service, the procedures outlined above must be strictly followed. Requiring this strict compliance enables us to better serve our growing family of homeowners.

### **No Verbal Agreements**

**A VERY IMPORTANT NOTE:** For your protection, **do not rely on any verbal agreements** from a vendor, subcontractor or a member of our Customer Care team. **Always** get everything in writing. Additionally, it is important that you speak only with Customer Care about warranty service, as only Customer Care can approve such service. Asking your sales associate or a member of the construction department or a subcontractor or vendor may actually hinder the process, causing delays in getting your issues resolved.

### **Completing Customer Care**

Once the warranty item has been completed, you will be required to sign and date the Customer Care Request Form. This will serve as confirmation that the warranty item has been completed to your satisfaction. If you are home when the work is completed, you will be asked to sign the form at that time. If you are not home when the work is completed, Customer Care will either call you for a verbal sign-off or have a form left at your home or sent in the mail for you to sign and return to the Customer Care office. The original will be kept in our records, but you should keep a copy so that your home's records will be up to date.

### **Reminder**

The foregoing procedures apply only to warranty work generally relating to the interior of your home. If the matter is one that is to be handled through the HOA (see above and refer to **Section A**), please contact the HOA instead of Customer Care with your request for warranty work. It will then be the HOA's responsibility to contact Customer Care and make the necessary arrangements, including completion of the required Customer Care Request Form.

## **24/7 Emergency Service**

In case of an emergency and during your Warranty Period, Customer Care is committed to you seven days a week, 24 hours a day. A true emergency is a situation in which you cannot possibly continue to occupy your home. Here are a few examples of emergencies requiring immediate attention:

- Within the first 30 days, you experience a total stoppage of the plumbing sewer system after you have tried plunging it with a common plunger.
- You discover a water leak that can only be shut off at the meter to avoid damage to the home or property.
- You experience a complete loss of heat in cold winter weather even after checking the electrical switch and breaker, thermostat, gas meter and gas valve.
- You cannot securely lock your doors and/or windows.

For all emergency service, please call **1.800.\_\_\_\_\_**. You will be greeted by a representative who will ask you the following questions:

- Your name, address and phone number
- The name of the community in which you live
- A brief description of the emergency
- The date of your closing

In most cases, you will receive a return phone call from Customer Care within 15 minutes. The Customer Care representative will assess the situation and give suggestions on how to temporarily handle the emergency. Then, if it is determined that you have a true emergency, appropriate steps will be taken to correct the problem.

If you do not receive a response within 30 minutes, please call the emergency number again and calmly explain your situation to the Customer Care team member. He or she will take immediate action. Additionally, if your emergency is happening during the hours of 8:30 am to 5:00 PM, and you have not been contacted within 30 minutes, please call our corporate office at 303.770.4220 and ask for the Customer Care Department.

## **Customer Service Don'ts**

Emergency Service is Customer Care's version of a **911** call. Please respect it in the same manner as you would a true **911** call. Additionally, do not contact independent subcontractors to make warranty repairs for you. We will not be

responsible for the work that is done or the expenses that you incur for work done by others unless the work is authorized, in writing, by our Customer Care Department.

### **Homeowner Responsibility**

We are not a maintenance company. Homeownership is an ongoing responsibility that requires upkeep and maintenance by you to keep your home looking good and operating efficiently. The Limited Warranty **does not** cover damage or losses resulting from ordinary wear and tear, abuse, neglect, improper maintenance, improper operation, changes, alterations or additions made by anyone, other than the Builder, after the occupancy date or any loss for which the homeowner has not taken timely steps to minimize. The Limited Warranty also does not cover any recompensation for inconvenience or incidental expenses related to relocation during repairs.

Owning a home is exciting, rewarding, and also a big responsibility. As a new homeowner, you need to maintain your home and keep it in good condition.

### **Questions**

A home is the biggest purchase that you will ever make. If you need answers to your home questions, please call us, we are here to help.

**Welcome to QUAIL RIDGE!**

## SECTION A – WARRANTY STANDARDS



Homeowner's Association (HOA) item



Non-warrantable item



Builder item

The icons in the left hand column below indicate whether the Homeowner is required to submit a request for warranty work to the Homeowners Association (HOA) or to Builder

### Potential Problem

### Comments

### Builder Obligation/ Warranty Period

#### A. Masonry and Concrete

1. Cracks in garage slabs and driveways



Shrinkage cracks are common and should be expected within certain tolerances. Cracks smaller than the warranty standard must be caulked and maintained by homeowner (garage slab) or HOA (driveways).

Cracks exceeding 1/4th in width and 1/4 inch vertical displacement will be repaired by caulking or surface patching or other remedies.

**Warranty Period:**  
1 Year

2. Cracks in patio



Shrinkage cracks are common and should be expected within certain tolerances. Cracks smaller than the warranty standard must be caulked and maintained by homeowner or HOA.

Any crack greater than 1/4 inch in width or 1 inch in vertical displacement will be repaired by surface patching.

**Warranty Period:**  
1 Year

3. Powdering, spalling, scaling or pitting of concrete



If the problem is caused by exposure due to salt, chemicals, mechanical implements or unusual weather, Builder warranty does not apply.

If the deterioration occurs under normal use and conditions, Builder will repair it by surface coating.

**Warranty Period:**  
1 Year

4. Discoloration of concrete



Discoloration is common and Builder is not responsible for any variation in the concrete.

**Warranty Period:**  
None

**Potential Problem**

**Comments**

**Builder Obligation/  
Warranty Period**

5. Concrete flatwork movement and heaving



Concrete flatwork has the potential for vast movement and is not covered by the Builder warranty. The potential for movement is affected by seasonal weather elements and landscaping irrigation practices. The expansion of soils is directly related to the soil's moisture content.

**Warranty Period:**  
None

6. Cracks in block or veneer walls (blocks, bricks and mortar joints)



Settlement cracks are common and should be expected within certain tolerances. Cracks smaller than the warranty standard (and all cracks after warranty period) are an HOA maintenance item.

Builder will repair any cracks greater than 3/8 inch in width by caulking, surface patching or pointing. Builder is not responsible for color variations.

**Warranty Period:**  
1 Year

7. Vertical or horizontal separation of stoops away from the residence



Minor separation is normal as is minor puddling of rain water. Cracks smaller than the warranty standard (and all cracks after the warranty period) are an HOA maintenance item.

Separation of more than 1 inch will be repaired as will water that puddles to a depth of 1 inch or greater.

**Warranty Period:**  
1 Year

**B. Carpentry (Rough-In)**

1. Walls that bulge, bow or are out-of plumb



All interior framed walls have differences. Walls that bulge or bow in excess of 1/4 inch within a 32-inch measurement is a defect. Walls that are out of plumb in excess of 3/4 inch within a vertical measurement of 8 feet is a defect.

Builder will correct to warranty standards.

**Warranty Period:**  
1 Year

2. Floor squeaks



Homeowner acknowledges that a squeak-proof floor cannot be assured. Floor squeaks and loose sub-flooring are often a temporary and passing condition, caused by lumber shrinkage or temperature changes. An isolated floor squeak is not a defect.

Builder will correct within repair capability by caulking, nailing or other remedy. Floor squeaks must be noted during two climatic seasons (i.e.: winter to spring), with carpet as the floor covering. For floor squeaks with vinyl as the covering, see Section E – Flooring.

**Warranty Period:**  
1 Year

**Potential Problem**

**Comments**

**Builder Obligation/  
Warranty Period**

3. Exterior trim



All exterior trim, siding and joints should effectively exclude the elements from the interior of the residence and no open cracks in excess of 3/8 inch should be encountered in any exterior joint. Cracks smaller than the warranty standard (and all cracks after warranty period) are an HOA maintenance item.

Builder will correct by caulking or other methods.

**Warranty Period:**  
1 Year - Builder will fix once.

**C. Insulation and  
Waterproofing**

1. Air coming in from electrical outlet



Electrical boxes that are backed into exterior walls may allow air infiltration.

**Warranty Period:**  
1 Year

2. Water leaking into garden level



Dampness of floors and exterior walls can occur if proper drainage and water tables are not monitored. Builder will not be responsible if the HOA or homeowner has not protected the initial grade, failed to maintain the resident.

Actual flow and accumulation of water into the garden level will be corrected if determined to be caused by improper initial grading or by a foundation crack.

**Warranty Period:**  
1 Year

3. Inadequate Insulation



Insulation has been installed in accordance with applicable code requirements.

Builder will install adequate insulation to meet code requirements.

**Warranty Period:**  
1 Year

4. Noise or vibration



Homeowner's residence is located within a single-family home community. Noise and vibration from adjacent homes is inevitable and is not covered by this warranty.

**Warranty Period:**  
None

5. Separation of exterior caulk in joints and around openings



Homeowner acknowledges that caulking will shrink and it is their obligation to maintain it.

**Warranty Period:**  
None

## Potential Problem

## Comments

## Builder Obligation/ Warranty Period

### 6. Roof leaks



There should be no roof or flashing leaks, unless caused by snow or ice build-up, other natural causes or neglect. Ongoing roof repair and maintenance is the responsibility of the homeowner.

Builder will repair roof and flashing leaks not caused by snow and ice build-up or other neglect. Builder will not fix roof, or roof components, if damaged by windstorm, hail, lightning, ice damming, tornadoes or other acts of nature. Builder is not responsible for variation in the shingle colors.

### Warranty Period:

1 Year

## D. Doors and Windows

### 1. Warped doors



Doors are a natural product and are affected by the climate. Some warping, bowing or twisting is normal and should be expected within certain tolerances. Door latch adjustment is a routine homeowner maintenance item and is not covered by this warranty.

Warped doors will not be repaired or replaced during the first 6 months of occupancy. After 6 months, doors with a warp, bow or twist exceeding 1/4 inch will be repaired or replaced and the finish will be matched as closely as possible.

### Warranty Period

1 Year

### 2. Broken, scratched or cracked glass



Except as provided herein, broken, scratched or cracked glass is a homeowner responsibility and is not covered by this warranty. All defective glass must be documented in writing to Builder at the New Home Orientation; otherwise any such condition is not covered by this warranty. However, stress cracks that occur after move-in are Builder's responsibility and will be fixed accordingly upon verification from the window glass manufacturer. If there are any acrylic block windows in the residence, proper cleaning agents must be used; improper cleaning agents can cause excessive drying out of the acrylic material, thus causing leaking.

If documented as required, Builder will replace defective glass as provided in the documentation. After the New Home Orientation, no warranty unless the window damage is caused by a stress crack.

### Warranty Period:

1 Year on stress cracks  
(window manufacturer verification required)

### 3. Garage door; garage door opener



At date of occupancy, door and electric garage door opener (if applicable) will be properly installed. Continued maintenance is the homeowner's responsibility.

Defective doors will be repaired or replaced by Builder. Adjustments from regular use – no warranty.

### Warranty Period:

1 Year

**Potential Problem**

**Comments**

**Builder Obligation/  
Warranty Period**

4. Windows do not operate



Reasonable pressure should open and close windows.

Builder will adjust or repair any open cracks or poorly fitted windows.

**Warranty Period:**

1 Year

5. Screen material is ripped or torn



Ripped or torn screens must be documented in writing with Builder at the New Home Orientation; otherwise any such condition is not covered by this warranty.

If documented as required, Builder will correct any rips or tears to screens as provided in the documentation.

**Warranty Period:**

After New Home Orientation – None

6. Sliding glass door, glide and latches



Vinyl frames have the potential for slight expansion variations. Reasonable pressure should be applied for closing.

Builder will adjust within the parameter of door assembly tolerances; latching adjustments are a homeowner maintenance item and are not warranted.

**Warranty Period:**

1 Year on frames

7. Weather stripping is torn or missing



Torn or missing weather stripping must be documented in writing with Builder at the New Home Orientation; otherwise any such condition is not covered by this warranty.

If documented as required, Builder will replace torn or missing weatherstripping as provided in the documentation.

**Warranty Period:**

After New Home Orientation – None

8. Blinds do not work properly



Defective blinds must be documented in writing with Builder at the New Home Orientation; otherwise any such condition is not covered by this warranty.

If documented as required, Builder will replace or repair defective blinds as provided in the documentation.

**Warranty Period:**

After New Home Orientation – None

9. Doorbell does not work



Defective doorbells must be documented in writing with Builder at the New Home Orientation; otherwise any such condition is not covered by this warranty.

If documented as required, Builder will replace or repair defective doorbells as provided in the documentation.

**Warranty Period:**

After New Home Orientation – None

**Potential Problem**

**Comments**

**Builder Obligation/  
Warranty Period**

**E. Flooring**

1. Resilient flooring has nail pops



Only nails that have broken through the floor covering will be repaired.

The damaged area will be repaired by patching. Builder is not responsible for discontinued patterns or colors or for variations in color.

**Warranty Period:**  
1 Year

2. Resilient flooring has lifted, bubbled or come unglued



This should not occur. However, if it is determined that the floor has been damaged by liquids penetrating the surface, Builder will not be responsible or provide coverage.

Builder will repair by patching or will replace the affected area if caused by poor workmanship or faulty materials. Builder is not responsible for discontinued patterns or colors, but will match as closely as possible.

**Warranty Period:**  
1 Year

3. Depressions or ridges causing imperfections in resilient flooring



Homeowner acknowledges that furniture legs and other sharp items may damage resilient flooring. Damage of this type is not covered. Ridges caused by expansion of floor surface attributed to fluctuations in soil movement is not a warrantable item.

Ridges or indentations greater than 1/8 inch will be repaired if caused by poor workmanship or faulty materials. Builder is not responsible for discontinued patterns or colors, but will match as closely as possible.

**Warranty Period:**  
1 Year

4. Gaps at seams; resilient flooring



Gaps not exceeding 1/8th inch are common and are not warranted. Homeowner acknowledges that seams need to be maintained by keeping them dry and free of dirt and debris.

Builder will repair by patching or will replace the affected area (if outside of tolerance). Builder is not responsible for discontinued patterns or colors, but will match as closely as possible.

**Warranty Period:**  
1 Year

5. Carpet seams, etc.



Carpet seams will be apparent. Carpet should lay flat to the floor with tight fitting seams.

Builder will stretch carpet, or fix seams that have gapped in excess of 1/8 inch.

**Warranty Period:**  
1 Year – Builder will fix only once  
All other coverage per the manufacturer's limited warranty, if any.

## Potential Problem

## Comments

## Builder Obligation/ Warranty Period

6. Carpet spotting, fading or discoloration



Carpet spotting, fading or discoloration must be documented in writing with Builder at the New Home Orientation; otherwise any such condition is not covered by this warranty.

If documented as required, Builder will correct spotted, faded or discolored carpet as provided in the documentation.

### Warranty Period:

After New Home Orientation – None

7. Hardwood floors



Homeowner acknowledges that stained woodwork, including hardwood floors, can show water marks, varied grain and imperfections, and will crack and shrink. This is normal and is not warrantable. Furthermore, finished wood floors will cup or buckle if any liquid is left on the floor for an extended period of time. This can also occur from excessive build-up of moisture from the garden level or crawl space that is not being adequately ventilated. Builder is not responsible for any repairs if this has occurred.

Gaps between finished floorboards in excess of 1/4 inch will be corrected if caused by poor workmanship or faulty materials.

### Warranty Period:

1 Year

8. Structural Floor Systems



Structural floors have been installed. These floors are designed to accommodate up to 40 pounds per square foot. Builder is not responsible if the system is overloaded by the homeowner. A passive venting system has been installed under the floor to allow air movement in the crawl space under the structural floors. It is the homeowner's obligation to keep the exterior area around the vents clear of debris and other coverings. Builder is not responsible if this component fails due to neglect.

Builder will correct any support defect in the floor not attributed to overloading.

### Warranty Period:

1 Year and 10 Year (structural portion)

## F. Cabinets and Countertops

1. Split, cracked, chipped, scratched, gouged or discolored countertops, fixtures or cabinets



Must be documented in writing with Builder at the New Home Orientation; otherwise any such condition is not covered by this warranty.

If documented as required, Builder will repair or replace defective materials as provided in the documentation. Builder is not responsible for discontinued styles or colors.

### Warranty Period:

After New Home Orientation – None

2. Delaminated, blistered or scarred countertops



Countertops should not delaminate; delamination, however, can occur as a result of excessive heat or water. Excessive heat can also cause blistering or scarring.

Builder will repair delaminated countertops unless caused by excessive heat or water. Builder will not repair blistered or scarred countertops.

### Warranty Period:

1 Year

**Potential Problem**

**Comments**

**Builder Obligation/  
Warranty Period**

3. Cabinet and doors warping



Minor warpage up to 1/4 inch is common and is not a warrantable item.

Warpage in excess of 1/4 inch from the face of the cabinet will be corrected.

**Warranty Period:**  
1 Year

4. Cabinets separating from walls and ceiling



Minor separation is common and expected. If caulking has separated due to normal drying out, this is a homeowner maintenance item and is not covered by this warranty.

Separation in excess of 1/4 inch will be repaired. Builder will not do any caulking repairs.

**Warranty Period:**  
1 Year

5. Cabinet door adjustment



Through normal use, cabinet doors may go out of adjustment. This is normal and is a homeowner maintenance item. All initial cabinet door adjustments must be documented in writing with Builder at the New Home Orientation. Any adjustments not reported at this time will not be covered by this warranty.

If documented as required, Builder will make any necessary cabinet door adjustments as provided in the documentation.

**Warranty Period:**  
After New Home Orientation –  
None

6. Color or grain variations in cabinets



Wood is a natural material and no two pieces are alike. Builder does not guarantee the consistency of color or grain patterns nor will Builder change or refinish any woodwork dues to these natural occurrences.

**Warranty Period:**  
None

7. Stained grout between tiles



Builder does not seal grout; sealing is a homeowner responsibility. Stained grout is not covered by this warranty.

**Warranty Period:**  
None

**G. Fireplaces**

1. Noise; air being transmitted into home from exterior



All fireplaces are direct vent. Certain outside noises are common and expected. Air movement through the fireplace is also common and may require relighting the pilot light from time to time. These are common occurrences and are not warrantable items.

**Warranty Period:**  
None

2. Water in firebox



Water in fireboxes due to weather conditions, including wind driven rain and snow, and/or condensation, is a normal condition and is not a warrantable item.

**Warranty Period:**  
None

## Potential Problem

## Comments

## Builder Obligation/ Warranty Period

3. Pilot light won't stay on in gas fireplace



The gas fireplace has mechanical parts that may need repair or replacement during its lifetime. This is normal and expected. Ongoing maintenance is required and is a homeowner maintenance item.

Builder will repair mechanical defects during the warranty period. If the failure of the pilot light to stay lit is due to outside wind condition, Builder will correct once only by installing a different type of vent cap.

### **Warranty Period:**

1 Year on mechanical defects and vent cap replacement

## H. Plumbing

1. Freezing pipes



Homeowner is responsible for maintaining proper temperature inside the residence. In the winter, the inside temperature should not go below 62 degrees Fahrenheit. In the winter, homeowner is responsible for draining exterior pipelines and detaching garden hoses from the system. This is a homeowner maintenance item.

Builder will correct if problem is caused by poor workmanship or faulty materials, provided homeowner has maintained proper temperature.

### **Warranty Period:**

2 Years

2. Plumbing leaks at fixtures, appliances and fittings



Such leaks should not occur.

Builder will correct any leaks or malfunctions caused by poor workmanship or faulty materials.

### **Warranty Period:**

1 Year

3. Pipe leaks within the system



Condensation on pipes is normal and is not covered by this warranty. Repair of leaky faucets, valves, joints and fittings are applicable only during the first year – see H-2 above.

Builder will correct pipe leaks only.

### **Warranty Period:**

2 Years – Leaky pipes only

4. Sewer back-ups



During the first 30 days of occupancy, Builder will fix any construction-related blockages. After that, this is a homeowner maintenance item and is not covered by this warranty.

Builder will repair defects caused by poor workmanship or faulty materials.

### **Warranty Period:**

1 month on blockages  
2 Years on system

5. Cracked or chipped porcelain



Any cracked or chipped porcelain must be documented in writing with Builder at the New Home Orientation; otherwise any such condition is not covered by this warranty.

If documented as required, Builder will repair or replace defective materials as provided in the documentation. Builder is not responsible for discontinued styles or colors.

### **Warranty Period:**

After New Home Orientation-  
None

## Potential Problem

## Comments

## Builder Obligation/ Warranty Period

6. Loud, noisy pipes



Water flow is sometimes noisy due to expansion and contraction of the flow. This is normal and not a warrantable item. However, hammering sounds are not normal.

Hammering sounds in pipes will be corrected.

**Warranty Period:**  
2 Years

7. Jetted bathtub not operating properly



Homeowner is responsible for following the operating manual for correct operating procedures.

Builder will repair if problem is caused by improper installation or faulty components.

**Warranty Period:**  
1 Year

8. Garbage disposal



The garbage disposal is an appliance designed to break up larger food elements before they flow into the sewer lines. It should operate properly within the guidelines for its use.

Builder will replace the disposal if it is determined that proper usage and care were taken. If it is determined that motor burned out due to over exertion – no warranty

**Warranty Period:**  
1 Year

## I. Heating and Air Conditioning

1. Insufficient heating



The residence's heating system should be adequate to produce and maintain an inside temperature of 70 degrees Fahrenheit under normal winter conditions. During extreme cold conditions, a 5 to 6 degree difference between thermostat and actual inside temperature is acceptable. However, multi-level residences may experience greater fluctuations in temperature between floors. This is normal and not warrantable.

Builder will correct to meet warranty standards. Homeowner must show that furnace filters have been changed regularly per manufacturer's guidelines.

**Warranty Period:**  
2 Years

2. Insufficient cooling



When air conditioning is installed by Builder, the cooling system should be able to maintain a temperature of 72 degrees Fahrenheit under normal summer conditions. During extreme heat, the unit should be able to maintain a temperature 15 degrees cooler than the outside temperature. However, multi-level residences may experience greater fluctuations in temperature between floors. This is normal and not warrantable. The cooling system on the exterior of the residence must be kept clean and free of weeds, dirt, and other debris that can hinder the system.

Once it has been determined that the exterior unit is ventilated properly, Builder will correct to meet warranty standards.

**Warranty Period:**  
2 Years

**Potential Problem**

**Comments**

**Builder Obligation/  
Warranty Period**

3. Noisy ductwork



Because metal ductwork expands and contracts when heated and cooled, some noise will result. This is common and is not a warrantable item.

**Warranty Period:**  
None

4. Ductwork separates



This should not occur.

Builder will repair or replace any defective ductwork.

**Warranty Period:**  
2 Years

**J. Electrical**

1. Outlets, switches or fixtures fail; wall plates are cracked or broken



Broken or cracked switches and wall plates must be documented in writing with Builder at the New Home Orientation; otherwise any such condition is not covered by this warranty. Fixtures that fail are a defect.

If documented as required, Builder will repair or replace defective switches and wall plates as provided in the documentation. Builder will correct any defective fixtures during the warranty period.

**Warranty Period:**  
Fixtures – 2 Year

2. Consistently blown fuses or circuit breakers



Builder not responsible if homeowner is overloading the system. GFIC outlets are designed to trip for safety reasons. This is standard and not a warranty item.

Builder will correct defects caused by improper workmanship and materials only.

**Warranty Period:**  
2 Year

3. Wiring will not carry the load indicated on the fuse switch at the breaker box



This should not occur.

Builder will correct to proper specifications.

**Warranty Period:**  
2 Years

4. Smoke detectors



Smoke detectors are hard-wired to the home's electrical system. Builder will warrant against any defects. Builder will not warrant against back-up battery malfunction.

Builder will correct any wiring malfunctions associated with individual smoke detectors.

**Warranty Period:**  
2 Years on wiring  
2 Years on smoke detector  
None on back-up battery system

**Potential Problem**

**Comments**

**Builder Obligation/  
Warranty Period**

**K. Landscaping**

- 1. Improper ground settlement



Ground settlement should not hinder water drainage away from the house.

If the grading was done by Builder, Builder will fix excessively settled areas (areas over 6 inches) once.

**Warranty Period:**  
1 Year

- 2. Improper grades and swales



Water should not stand in lawn for 48 hours after a normal rainfall. If grading or swales have been modified or changed in any way by anyone other than Builder, warranty is rendered null and void.

Builder will fix or repair any improperly produced initial grades or swales. However, it may be the HOA's responsibility to maintain them.

**Warranty Period:**  
1 Year

- 3. Landscaping



All landscaping on homeowner's lot and around the building is the homeowners' responsibility, except where it is an HOA maintenance item.

Builder is not responsible for damage to any landscaping caused by improper maintenance or drainage.

**Warranty Period:**  
1 Year

**L. Paint**

- 1. Exterior paint or stain peels or fades



Exterior paints and stains should not peel during the first year. However, paint will fade due to Texas harsh climate. This is normal and is not warrantable.

Builder will repair to warranty standards. If 75% or more of the wall is affected, entire wall will be repainted or stained. However, exact color and texture match is not guaranteed. Builder will match as closely as possible.

**Warranty Period:**  
1 Year

**Potential Problem**

**Comments**

**Builder Obligation/  
Warranty Period**

- 2. Interior paint peels or deteriorates



Interior paint should not peel or deteriorate during the first year. Chips, scratches and other marks not documented in writing with Builder at the New Home Orientation will not be covered by this warranty. Builder extends no warranty if there is evidence that wall surface has been scrubbed excessively with a rag or abrasive chemicals.

If documented as required, Builder will repair chipped, scratched or marked painted surfaces as provided in the documentation. Except as provided above, Builder will repair peeling or deteriorated paint to warranty standards. If 75% or more of the wall is affected, entire wall will be repainted or stained. However, exact color and texture match is not guaranteed. Builder will match as closely as possible.

**Warranty Period:**  
1 Year on peeling or deteriorating paint

**M. Finishes-Interior Walls and Trim**

- 1. Wall and ceiling cracks and nail pops



Hairline cracks, seam or tape cracks and nail pops are normal and caused by the expansion, contraction and the settling of the home. These are natural and are not covered by this warranty.

Builder will repair nail pops and cracks that exceed 1/8 inch in width, including repainting of the surface as necessary.

**Warranty Period:**  
1 Year

- 2. Ceramic tile cracking



Grout joint cracking is normal and is a home maintenance item. Any broken or chipped tiles must be documented in writing with Builder at the New Home Orientation; otherwise any such condition is not covered by this warranty.

If documented as required, Builder will re-grout and replace any documented broken tiles as provided in the documentation. Grout cracking is not warrantable.

**Warranty Period:**  
After New Home Orientation – None

- 3. Stained grout between tiles



Builder does not seal grout; sealing is a homeowner responsibility. Stained grout is not covered by this warranty.

**Warranty Period:**  
None

- 4. Interior woodwork



All splits, chips and gouges in woodwork must be documented in writing with Builder at the New Home Orientation; otherwise any such condition is not covered by this warranty. Woodwork is a natural product and variances in finishes on the woodwork are normal and cannot be controlled by Builder.

If documented as required, Builder will repair splits, chips or gauges to the woodwork as provided in the documentation. Builder is not responsible for variations in the finishes.

**Warranty Period:**  
After New Home Orientation – None

**Potential Problem**

**Comments**

**Builder Obligation/  
Warranty Period**

**N. Other Exterior Elements**

- 1. Gutters and downspouts



Gutters and downspouts should not leak. All downspout extensions should be maintained in the extended position. Builder will not warrant flooding caused by improper placement of the gutter extensions. Maintenance of gutters and downspouts is a homeowner responsibility.

Builder is not responsible for flooding caused by improper gutter extension placement.

**Warranty Period:**  
1 Year for leaks

- 2. Wood railings



Wood railings and their finishes should stand up to normal wear and tear. Any chips, scratches and other damage to the railings must be documented in writing with Builder at the New Home Orientation; otherwise any such condition is not covered by this warranty.

If documented as required, Builder will repair chipped, scratched or damaged wrought iron railings as provided in the documentation.

**Warranty Period:**  
1 Year (except as provided above)

- 3. Exterior lighting



Chipped, scratched or broken exterior light fixtures must be documented in writing with Builder at the New Home Orientation; otherwise any such condition is not covered by this warranty. After the New Home Orientation, the exterior lighting is a homeowner maintenance item.

If documented as required, Builder will repair chipped, scratched or broken light fixtures as provided in the documentation.

**Warranty Period:**  
1 Year on defective fixtures (except as provided above)

**O. Other Items**

- 1. Surveying



Builder assumes no responsibility for any property boundary pins.

**Warranty Period:**  
None