



New Homebuyer Manual



Mountain Valley Lake 3224 Shoreline Drive | Burleson, TX 76028 | 817-484-3350 © Copyright, Homes by Towne



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Congratulations on the purchase of your new home from Homes by Towne of Texas, Inc doing business as Homes by Towne® (hereafter "Homes by Towne®"). We appreciate the opportunity to build your quality home, and we want to make your home buying experience as enjoyable as possible.

Homes by Towne® is providing you with this <u>New Homebuyer Manual</u> to describe and define the terms and conditions of the Express Home Warranty (as set forth by the Texas Association of Homebuilders). As your contractor, Homes by Towne® is responsible for providing the Express Home Warranty described in this Manual (starting on page 54) and all of the related repairs and adjustments for your new home in accordance with the terms and conditions of this Manual.

Your home has been constructed with a commitment to quality and attention to detail. When properly maintained, your home is designed to provide you with many years of pleasure with minimum maintenance. This <u>New</u> <u>Homebuyer Manual</u> is filled with valuable information about your home. You will find answers to maintenance and operational questions which will help you settle in during the first few months.

Please take a moment to become familiar with the information provided as it will aid you with future items that may affect the maintenance of your new home. It is important to retain this <u>New Homebuyer Manual</u> for your future reference.

Once again, congratulations on your new home in Mountain Valley Lake. We wish you many happy years to come!

Homes by Towne of Texas, Inc. dba Homes by Towne®





Ray Brown Vice President



Important Phone Numbers

UTILITIES

Burleson Water Department/Trash Pickup	. (817) 426-9601
United Cooperative Services (Electric)	. (817) 447-9292
Pathway Com-Tel (Phone/Cable /Internet)	. (817) 484-2222

COMMUNITY CONTACTS

Homes by Towne Model & Sales Office	(817) 484-335	0
Homes by Towne Main Office	(817) 484-333	3
Mountain Valley Lake HOA (Goodwin & Company)	(855) 289-600	17
Mountain Valley Lake Country Club	(817) 295-712	6



LOCAL/CITY INFORMATION

Burleson Chamber of Commerce
Burleson Post Office
Burleson Public Library
Burleson Recreation Center ("The BRiCk")
Burleson Senior Activity Center
Russell Farm Art Center
Burleson Fire Department
Burleson Police Department
Huguley Hospital
BISD Administration
JISD Administration
Burleson Star Newspaper
Fort Worth Star-Telegram





Below is a list of our contractors for you to call should there be an after-hours emergency. Please only contact them after-hours if it **truly** is an emergency. All other warranty requests should be submitted <u>in writing</u> during normal business hours (M-F, 8am thru 5 pm). If you have questions, please call (817) 484-3333.

STEPS TO FOLLOW IN CASE OF EMERGENCY

- The issue must be covered by your warranty and a true emergency must exist. (For clarification, consult your <u>Express Home Warranty</u>.)
- The contractors listed below provide 24-hour emergency service and should be your first contact in the event of an emergency.
- However, if you are unable to contact the applicable contractor, you should seek outside help. If the emergency service is covered by the <u>Express Home Warranty</u>, Towne will reimburse you for the reasonable cost of the repair work. (You must provide us with a copy of the contractor's receipt for payment and proof that the repair is a warrantable item.)
- Please contact our office the next business day so that we may update your home file to document any repair work performed during the emergency service call.

SERVICE TYPE	CONTRACTOR	PHONE
Heating and A/C	Arthur Hagar Corporation	(817) 478-9268
Plumbing	TJ Miller Plumbing	(817) 558-9515
	TJ Miller (Cell)	(817) 822-9207
	Jason Miller (Cell)	(817) 819-2152
Electric	In Charge Electric	(817) 507-3322
Water Extraction	Citywide Chemdry	(817) 681-8957
Appliances	Texas Appliance (ext.222)	(817) 299-2800



STEPS TO FOLLOW FOR REGULAR WARRANTY SERVICE

Our protocol is that <u>all</u> requests for warranty service or inspection be submitted in a written format from the homeowner. This allows us to better track your service progress and to document issues in your home file. There are several options available for your use:

ON-LINE FORM: We have a <u>Warranty Service Request Page</u> on our website. This is our *preferred method of communication*. Please visit:

homesbytowne.com/warranty-form

HARD COPY FORM: Please fill out a <u>Warranty Service Request Form</u> listing the items to be repaired. Blank forms are available at the model home or main office or may be downloaded from this Manual. Completed forms may be submitted via:

Mail to:	Homes by Towne of Texas 3061 SW Wilshire Blvd., Burleson, TX 76028
Deliver to:	3224 Shoreline Drive, Burleson, TX 76028 (Model Home)
Fax to:	817-484-3337

PLEASE BE AWARE OF THESE REGULAR SERVICE GUIDELINES:

Please do not submit a service request if you will be out of town for more than two (2) business days.

*

Regular service hours are Monday – Friday, 8 am thru 5 pm.

*

Please remember to secure all pets when service appointments are scheduled.

*

Someone over the age of 18 must be in the home for service to be performed.

*

Please only submit one request at a time in order to provide our best customer service.

Please call our office if you have any questions (817) 484-3333



3061 SW Wilshire Blvd. Burleson, Texas 76028 (817) 484-3333

WARRANTY SERVICE REQUEST FORM

Iomeowner(s) Name Today's Date					
Address					
Phone 1			Home	Cell	Work
Phone 2			Home	Cell	Work
<i>Most convenient time to meet for an inspection:</i> Da		Day		Time	
Area of Concern	Description				
Area of Concern	Description				
Area of Concern	Description				
Area of Concern	Description				
Area of Concern	Description				

Any Additional Comments:

Please submit this completed form to Homes by Towne

A Homes by Towne Representative will contact you promptly



- Alarm System Monitoring: Homes by Towne of Texas will not be responsible for alarm system problems/warranty service if another alarm system company monitors the system. Please contact your monitoring company for service.
- ✤<u>Brick</u>: Expect bricks to have some mortar stain. Repeated cleaning of brick may damage the intended finish. Cracks and chips are common in the product and not intended to be a sign of defect.
- Carpet Seams: Seams are almost always visible and light greatly affects the appearance of a seam. In a room with windows, and/or a glass door on one wall with no light source on the opposite wall, the carpet seam is often visible because of a shading effect.
- Caulk: Shrinkage of caulk is normal. For best results, re-caulk interior and exterior walls regularly, especially in wet areas.
- Clogged Drain Lines: Homes by Towne of Texas will not be responsible for clogged drain lines that are not the result of defective construction or workmanship.
- Concrete: Cracks in the concrete (including driveways, sidewalks, patio, and foundation) are likely to occur and will not impair the intended use of the surface.
- Countertops: Countertops must be protected from sharp objects, chemicals, staining agents and abrasives. Do not stand or put heavy weight on any countertops particularly in cut-out areas (near sinks, cooktops) as this can cause a crack to occur. Use a trivet under hot cookware in the kitchen.
- Drainage: Non-landscaped yards can wash out with one rainfall. Maintenance of established drainage pathways is a homeowner responsibility. Be careful not to alter the established drainage pattern.
- Drywall: As your home settles, hairline cracks may form in the walls and ceilings, especially corners. This is to be expected and not the result of a construction defect. We will repair hairline settling cracks one time during your first year.
- Exterior Brass: Homes by Towne of Texas will not be responsible for the finish on any exterior brass fixture/hardware. A protective coating is applied to the surface of the brass fixture; however, these finishes have limitations and in time may deteriorate from exposure to severe weather, sunlight, pollution, perspiration and frequency of use. Brass fixtures may need to be cleaned and recoated periodically over time to preserve their appearance.
- Frozen Water Pipes: Homes by Towne of Texas will not be responsible for water pipes which freeze or burst. Disconnect hoses from exterior hose bibs and protect them with insulation or Styrofoam covers. Do not turn the heater off. If you are away from your home, leave the heater set at 60-65°.



- Garage Door Openers: The garage door suppliers are not be responsible for the garage door warranty service if a door opener is installed by anyone a third party.
- Hardwood Flooring: It is normal for wood flooring to expand and contract seasonally. Minor gaps between the boards are not considered a defect. Additionally, do not wet mop hardwood floors or allow water to stand on these floor types as damage may occur.
- Landscaping: Homes by Towne of Texas will not be responsible for any loss or damage to your landscaping. Sod, trees, shrubs, and flowers require adequate water during the first few weeks after installation. Please follow the landscape information guide provided
- Paint Touch-Up: At Orientation, we will provide a paint touch-up kit just perfect for those minor move-in nicks, scratches, and other cosmetic areas. Homes by Towne of Texas will not be responsible for any paint touch-up after the Buyer's Orientation Report is signed stating that all items are complete.
- *<u>Subfloors</u>: Some noise may be heard when walking on the 2^{nd} story in a two-story home. This is a characteristic of multi-level homes.
- Windows: Condensation of moisture on windows is an environmental condition and is not the fault of the windows. Condensation forms on the windows when the temperature of the frames and the glass drops below the dew point temperature as it relates to the humidity in your home. This can occur frequently with the temperature outside is colder than the temperature inside or vise versa.
- Vinyl Floors: Vinyl flooring is a softer product that can be scratched or dented. Please inspect the vinyl floor carefully at time of Orientation. Use felt pads under furniture legs and do not drag heavy items across the floor.



Your new home has been built with modern materials and craftsmanship – designed with your family's comfort in mind. It will require regular preventative maintenance on your part to preserve its beauty and value – and to prevent costly repairs and replacements later. This preventative maintenance should begin the day you move into your new home.

Homes by Towne[®] has prepared this helpful care and maintenance section of your <u>New</u> <u>Homebuyer Manual</u> to help you maintain your home. In addition to valuable product information, you'll find helpful hints that will guide you in doing preventative maintenance on your home.

* **Special Note:** It is possible that all of the features and items discussed in this maintenance guide are not present in your home. Also, your home could have features and items that are not covered in this guide.

If additional information is desired for the care and maintenance of your new home, you may wish to obtain the following material published by the National Association of Homebuilders (NAHB):

Home Maintenance Made Easy, NAHB, Publication date October, 2013..

For further information on purchasing these books, please contact:

Builder BooksTM - National Association of Homebuilders 1201 15th Street, NW Washington, DC 20005-2800 (800)888-4741 https://www.builderbooks.com

HELPFUL TOOLS

You will need a few basic tools and supplies to keep your home "like new". At the minimum, we suggest you have the following:

- •Medium-sized, adjustable wrench
- •Screwdrivers (various types/sizes)
- •Hand saw
- •Duct and electrical tape
- •Quality interior and exterior caulk
- •Sandpaper (medium and fine Grit)

- •Standard pliers
- •Claw hammer
- •Assorted brads, nails and screws
- •Sturdy penknife
- •Matching interior and exterior paint
- •Various sized paint brushes

✤ Special Note: Should a problem occur during your warranty period and it cannot be solved by the maintenance information contained in this guide, please contact our Warranty Service Department. (Refer to pages 4-6.) Other courses of action may affect your coverage under the Express Home Warranty.

<u> </u>
Homes by Towne

NEW HOME MAINTENANCE CHECKLIST	RECOMMENDED
	FREQUENCY
vacuum all carpets.	WEEKLY
Check under bath and kitchen cabinets for leaks.	WEEKLY
Check area around water heater for leaks.	WEEKLY
Clean or replace HVAC filters (As needed).	MONTHLY
Remove and clean kitchen exhaust filter (As needed).	MONTHLY
Inspect and adjust sprinkler system for proper watering.	MONTHLY
Exterior Doors: Inspect finish for cracks and peeling. Touch up as needed.	QUARTERLY
Exterior and Interior Doors: Lubricate hinges and locks if needed.	QUARTERLY
Lubricate overhead garage door hardware, rollers and hinges.	QUARTERLY
Inspect and cault kitchen and vanity backsplashes (As needed).	QUARTERLY
Inspect for loose or missing tile grout. Repair and/or regrout if necessary.	QUARTERLY
Inspect and repair caulking in tiled areas.	QUARTERLY
Check for proper water flow in faucets. Clean aerator screens as needed.	QUARTERLY
Inspect caulking at sinks, tubs and showers. Recaulk as needed.	QUARTERLY
Clean debris from gutters (spring, fall and after storms).	QUARTERLY
Inspect home exterior for cracking and peeling paint. Repaint as needed.	BI-ANNUALLY
Inspect home exterior for penetrations. Repair as needed.	BI-ANNUALLY
Inspect roof for damaged shingles, especially after storms or high winds.	BI-ANNUALLY
Replace smoke detector batteries, even if unit tests okay.	BI-ANNUALLY
Adjust irrigation clocks seasonally and per county water restrictions.	BI-ANNUALLY
Engage HVAC professional to inspect HVAC system and "tune" as needed.	BI-ANNUALLY
Inspect and maintain all kitchen appliances per manufacturer's guidelines.	ANNUALLY
Inspect and drain hot water heater per manufacturer's guidelines.	ANNUALLY
Inspect water hoses to washer.	ANNUALLY
Inspect and exercise water valves.	ANNUALLY
Have penetrations and flashings inspected by a professional roofer.	ANNUALLY
Inspect and lubricate windows as needed.	ANNUALLY
Inspect window caulk and recaulk as needed.	ANNUALLY
Inspect lot for proper draining - front, sides and rear.	ANNUALLY

Please refer to your Customer Care Guide and Product Manufacturer for other recommendations.

EMERGENCY SERVICE CONTACTS:

SERVICE TYPE

CONTRACTOR

PHONE

Heating and A/C	Arthur Hagar Corporation	(817) 478-9268
Plumbing	TJ Miller Plumbing	(817) 558-9515
	TJ Miller (Cell)	(817) 822-9207
	Jason Miller (Cell)	(817) 819-2152
Electric	InCharge Electric	(817) 507-3322
Water Extraction	Citywide Chem-Dry	(817) 681-8957
Appliances	Texas Appliance (ext. 222)	(817) 299-2800



Instruction manuals and other papers that were given to you during your new home demonstration accompany your new electrical or gas kitchen appliances. Look through them carefully, fill them out, and mail any return postcards necessary to record warranties.

Should you require service on any of your new appliances, please contact the following company directly to get further assistance or arrange an appointment:

Texas Appliance (817) 299-2800, ext. 222

If you're not sure who should resolve an appliance problem, the appliance company or the installer, contact our Customer Care Service Department to help determine responsibility.

**Helpful Hint:* Before calling for service, always check the electrical breakers and GFI switches. For gas appliances, be sure the gas is turned on at the valve.



Cabinets

For day to day cabinet maintenance, regular dusting with a soft dry cloth is recommended. When wiping your cabinetry, either dusting or cleaning, wiping with the grain of the wood is recommended.



Cleaning requires only wiping with a damp cloth and then drying. To remove general soil, the coated surface may be cleaned with a fresh solution of mild soap and water. The cloth should be soft and dampened with the soap solution. The surface should then be wiped down with a dry cloth to remove excess moisture. In all cases, it is important to ensure that any "puddled" water be soaked up and the surface then dried.



Other cleaning compounds exist but may contain alkaline reagents or other ingredients which may damage the coated surface. Over time these materials can soften the finish potentially leading to film failure. The softening may also lead to incidental damage from environmental influences such as water or moisture damage, increased susceptibility to scratching or abrasion, and staining.

Household polishes can be used on an infrequent basis, however these products generally contain wax which will cause wax build-up and leave a residue that is difficult to remove.

POINTS TO REMEMBER

Routine cleaning will help to prevent long term damage from smoke, dirt and grease which will form a film over time, dulling and discoloring the finish.

Where possible, keep finish away from exposure to direct sun. Over time, sunlight may mellow or change the color of the finish, or it may lighten or darken the color.

Avoid extremes in temperature or moisture as they cause wood to expand or contract leading to potential coating damage. They can also cause warpage in doors. This is especially important with MDF painted cabinets.

• Helpful Hint: Cabinet hardware will loosen with repeated use. Periodically tighten the hardware as needed.



EVERY DAY MAINTENANCE TIPS

The best way to ensure long-lasting beauty, comfort and durability in your carpet is to **vacuum it regularly** as it prevents soil from becoming embedded in the carpet fibers.

Select a vacuum that is designed for your type of carpet: for cut pile, use a vacuum with a beater bar (rotating brush); for looped carpets, use a vacuum with suction only.

Use scissors to trim any snags. Do not pull them or you may damage the carpet.

Occasionally rearrange your furniture. This allows furniture "dents" to recover and also redistributes the traffic flow to avoid excessive pile crushing in the walking paths. (*Hint: Do not drag your furniture. Either lift it or use furniture slides.*)



Place walk-off mats outside all entrances to absorb soil and moisture that might otherwise be tracked into your home. Clean or replace the mats regularly so they don't become sources of soil themselves.

Consider **professional steam cleaning** every 12-18 months depending on the amount of traffic and the frequency of vacuuming. Keep records of your professional cleaning for warranty purposes.

*Reduce exposure to **direct sunlight**. Protect your carpet from prolonged periods of direct sunlight with blinds, shades or awnings.



Use caution when treating spots and spills. Visit the manufacturer's website for specific spot treatment instructions. Many common spots can be cleaned by using club soda. "Grocery store" spot cleaners can sometimes containing brightening agents that actually strip the dye from the carpet. Always purchase your spot cleaner from a flooring specialty retailer.

The World Floor Covering Association is a useful, non-biased source of flooring information. Their care suggestions are on the following website:

https://www.wfca.org/page/care-cleaningguide



Consult with your carpet manufacturers website if you intend to clean your own carpets. Some manufacturers will advise against this procedure. For further advice on stain removal, you may contact the manufacturers directly. Following are their telephone numbers:

 Mohawk Industries 	(800) 266-4295
•Shaw Industries	(800) 441-7429
•Dwellings	(866) 706-9745

* *Helpful Hint:* If you are uncertain of your carpet manufacturer, Homes by Towne® can supply you with this information.



Caulk has been applied to your home around doors, windows, exterior vents, the air conditioning line, gas piping, and where siding abuts brick or wood trim. Inside caulk has been applied around tubs, sinks, countertops, thresholds, etc. Even properly installed caulking will shrink and show surface cracks to due settlement, expansion and contraction.

Check the interior and exterior caulking around the house twice a year and recaulk as necessary. Select a high quality brand. Generally, the silicone caulks are superior and last longer. Some caulk can be painted while others cannot. Some caulks are clear while others are colored. Match the color of your existing caulk for best success.



Carpet





EVERY DAY MAINTENANCE TIPS

Sweep or vacuum floor areas prior to mopping to remove any dust and debris.

Do not use cleaning products containing acidor bleach for routine maintenance as these canpermanently etch tile and discolor grout.

*Do not use wax-based cleaners, oil-based detergents or sealants on your tile as they create a build-up that is difficult to remove.



*One of the best tile cleaners is equal parts **white vinegar** and clear water. White vinegar is acidic but it is gentle when diluted with water.

Rinse entire area with clear water after cleaning to remove any cleaning solution residue.

***** Use a sealer on grout joints to make cleaning grout easier and to maintain grout color. Be sure that floor is free from any dirt or soap residue prior to applying sealer. Only apply to grout, not tile.

*Place **floor mats** at entrances to reduce tile wear. They collect and trap corrosive substances that can be tracked in from outdoors. Also use mats/rugs in areas of constant pressure such as in front of vanities, kitchen sinks and dining tables.

*Attach felt or similar **protective pads** to all furniture legs, including outdoor metal furniture that rests on tile floors or patios as it may rust and cause staining.

*Heavily soiled tile and grout may be scrubbed with a **paste made of 1-part water to 1part baking soda** using a stiff bristled brush. Mop and rinse with clear water afterward.



♦ When cleaning **glass tile**, use a glass cleaner and a soft lint-free cloth. To remove soap scum or water deposits, a minimally abrasive cleaner and soft bristle brush may be used.

*When cleaning **metal decorative accents**, use clear water and/or a neutral (soapless) cleaner, wipe dry with a soft cloth. Do not use sandpaper, steel wool, scouring pads or any abrasive materials or cleaning products.

A good resource for additional tile and natural stone maintenance information is:

https://www.daltile.com/how-to/how-to-care-for-and-maintain-tile



COUNTERTOP BASICS

Regardless of the type of material used, there are some basic use guidelines that are universal for any countertop to maximize performance:

- *Use a **cutting board** to avoid scratching or dulling your counter surface.
- **Never stand or sit** on your countertops. It is the #1 cause of countertop damage.
- Always use trivets or hot pads when placing hot items on countertops. Even if the counter material won't scorch, the thermal shock of the extreme temperature change can cause stone or quartz to crack.

The following section contains specific care guidelines for each countertop category:

CULTURED MARBLE

To clean your cultured marble surfaces, use any commercial liquid, spray, or foaming cleanser. Do not use abrasive cleaners or powdered cleaners that may scratch or mar the finish. Similarly, use a soft sponge or towel to clean, not an abrasive scrubbing pad.

Cultured marble can be **scorched** by setting hot objects directly on it such as hot curling irons, candles, etc.

Avoid using fingernail polish or polish remover around cultured marble.

Stains and scratches can be removed by using a fine wet/dry sandpaper and water. Follow by polishing using a fine rubbing compound. If in doubt, consult a professional.

By following these tips, your cultured marble should retain its original luster.







GRANITE

Granite (and all natural stone) is acid sensitive. Some cleaning products contain lemon, vinegar or acids that may dull or etch stone countertops. Also scouring powders often contain abrasives that may scratch certain stones. Many rust and stain removers contain hydrofluoric acid which attacks silicates and other minerals found in natural stone.



Clean granite with natural stone cleaner, neutral soap or mild liquid dishwashing detergent and warm water.

- *Always use coasters under all drinks, especially those containing soda, alcohol or citrus juices. Drink spills containing red pigments (such as wine and koolaid) should be cleaned up immediately as they can cause permanent staining.
- Blot spills with a paper towel or soft cloth immediately. Don't wipe the area; it will spread the spill. Flush the area with water and mild soap and rinse several times. Dry the area thoroughly with a soft towel. Repeat as necessary.

Your granite countertops have been sealed. However, **countertop sealants are not impermeable** and will not prevent against acid etching. Please follow the preceding care recommendations. Please refer to the following website if you have further care and maintenance questions: <u>https://www.naturalstoneinstiture.org/consumers/care</u>

QUARTZ (ie, Silestone®)

Quartz is the toughest countertop surface on the market. It resists scratching, staining and scorching better than any other product.

For daily cleaning, use a mild household cleaner such as 409[®], Fantastic[®] or Windex[®]. In case of stubborn spills or stains, soak the area for up to 10 minutes with one of the above cleaners and vigorously wipe away with a sponge.





QUARTZ (ie, Silestone®) Continued

- *Do avoid **excessive force or pressure** that may mar or chip the surface.
- Don't worry about spills from coffee, wine, lemon juice, olive oil, vinegar, makeup, and many other common household products.
- Avoid harsh chemicals including: nail polish remover, permanent marker, inks, oil soaps, furniture cleaner or paint strippers that contain **trichlorethane or methylene chloride**.
- Avoid exposure to high alkaline/PH levels (more than 10) such as found in oven cleaners.
- *Do not apply sealants or water repellents to quartz.
- Do not use cleaning products containing bleach for maintenance. It may cause the quartz to lose its sheen.

Please refer to the following website if you have further care and maintenance questions: <u>https://www.silestoneusa.com/silestone-maintenance</u>





The most common problem with doors is sticking caused by shrinkage and swelling, especially during summer humidity. It is also a common characteristic in new homes.

Interior doors often stick or warp due to various weather conditions. Interior panel doors may show raw wood if panels shrink more than the frame. Exterior doors will warp, to some degree, due to a temperature differential between inside and outside surfaces. Winter conditions may change the moisture content of wood doors, causing temporary warping. These conditions are normal.

Helpful Hints:

Sticking – If swelling in damp weather causes sticking, fold sandpaper around a wood block and sand the edge that binds. Reseal any sanded edges.



◆Uneven alignment – If uneven alignment is occurring, check to see that hinge screws are tight and holding properly. If the door is still out of alignment, sand or plane the edge that binds. Always paint or varnish areas you have sanded or planed to protect the wood from moisture and prevent further problems.

★Weatherstripping – To maintain a good seal, you will periodically need to adjust the weatherstripping on your exterior doors. Over time, weatherstripping may need replacement due to wear.

***Painting** – Whenever you paint the house or trim, also paint wood or steel exterior doors. Natural finished doors require more frequent recoating.

Adjustable thresholds – Many exterior doors are equipped with adjustable thresholds. These are easily adjusted with a large screwdriver as the seasons and humidity change.

A well-sealed door should be somewhat hard to open and close. A slight air crack is normal. Sometimes, a hard wind may cause howling. Adjusting as mentioned above will solve the problem, unless the winds are very strong.

Drains



Each plumbing fixture in your home has a trap, a J-shaped pipe designed to provide a water barrier between your home and the odor of sewer gas. (These are also known as "p-trap's".) The trap holds water, which keeps airborne bacteria and the odor of sewer gas from entering your home.

If you seldom use a fixture, turn it on at regular intervals to replace evaporating water in the trap to keep the barrier intact. Because of their shape, traps are the point where drains are most likely to become clogged.



Bathtub, sink, and shower drains – If a drain in these fixtures becomes clogged, first use a plunger. Be sure the rubber cup covers the drain opening and that the water level is well over the cup edge. Working the plunger up and down rhythmically 10 or 20 times in succession will build up pressure in the pipe and be more effective than sporadic, separated plunges. Be sure to plug the overflow outlet, if there is one, with a piece of old cloth, and close the other drain when working on a double sink. If the plunger does not solve the problem, use a plumber's snake if you are comfortable with its use, or call a professional plumber.

Helpful Hints:

* If a plunger or snake can partially open a drain, often **hot water** (no hotter than 140° for plastic pipe) will finish the job. If not, open the trap, putting a bucket or pan under it to catch the water. A piece of wire may help dislodge the blockage. The snake can also be run at this point,

*Although it is sold commercially as a drain cleaner, never use caustic soda to open a drain. It will combine with the grease from soap or food wastes to form an insoluble compound.

* In order to avoid stopped up drains, never pour grease into a drain or toilet. Ordinary washing soda, not baking soda, added to a drain on a regular basis will keep it clear of grease from soap and cookware. Run hot water through the drain, turn off the water, add three (3) tablespoons of washing soda, and follow it with just enough hot water to wash it down the drain opening. Let it sit for 15 minutes and run more hot water.

Washer Drain – The wall mounted overflow drain in the washer area is intended to handle minor leaks and overflows and will not handle water flooding that is caused by broken hoses, major overflows or other major leaks from a washing machine. Homes by Towne® will not be responsible for damages that are caused by a washing machine.



The interior walls of your home have been constructed of gypsum wallboard (drywall). Slight imperfections such as shrinkage, settlement cracks, a slight lifting of baseboards, nail pops and/or seam lines do appear during the drying and settling process of your home. This is a normal condition of drywall construction.

Also, please note: "Critical lighting", which is the artificial or natural lighting that strikes the glossy drywall surface at an oblique angle, will also accentuate even the slightest surface variations. Typically, additional patching, painting or other applications cannot improve this condition.

No attempt should be made to repair these occurrences in the drywall until your home has gone through the drying and setting period. This is usually around twelve (12) months.



Helpful Hints:

♦ After you have passed your one (1) year period, and the house is sufficiently dried, use a product call "spackle" to fill in any slight imperfections. Spackle can be obtained in any hardware or home care store, in either powder or paste form. Follow the instructions on the container and follow up with the use of touch-up paint, which was provided to you.

◆ Putting a piece of cardboard, such as a matchbook cover, over the nail and then gently tapping with a hammer, can reset a nail pop. When redecorating, knock the loose paint and plaster off of the top of the nail pop and fill and repaint that area.

✤ Hairline cracks should be left until redecorating, at which time they may be repainted or filled with patching material and repainted.

✤ Baseboards can be easily reset, but this shouldn't be done until you are ready to redecorate because resetting may damage the finish.





Your electrical system was created from Underwriter's Laboratory Approved (ULA) components, installed to rigid specifications and inspected by the local building department.

The wiring of your new home meets the code requirements and safety standards for the normal use of electrical appliances. Ordinarily, small appliances, which require your personal attendance for their operations, may be plugged into any electrical receptacle without fear of overloading a circuit. However, the use of larger appliances or the use of too many appliances on the same circuit, may cause an overload of the circuit and trip a breaker.

The wiring and equipment in your home are protected by circuit breakers. They are the safety valves of your home's electrical system. The circuit breaker panel may be located on an outside wall of your home near the electric meter, in a closet, or in the garage.

**Master circuit breaker:* Your home has a master circuit breaker. The compressor, electric range (if provided), and other 220-volt circuits are also located in this box. When the master circuit breaker is tripped, the electricity to the entire house is shut off.

Electrical outlets: Three-holed grounded receptacles are standard in your home and will accept normal, two-prong plugs. Please note that wall switches control some outlets.

***** Ground fault interrupter (GFI) electrical outlets:

These are special circuit breakers that are designed to break the flow of electricity in the event of a short circuit, and prevent dangerous electrical shock. These electrical safety devices are installed in bathrooms and other selected areas. They may be tripped by an electrical short, as well as moisture, and should be checked during an electrical failure. Do not plug refrigerators and/or freezers into GFI.



Helpful Hints:

GFI troubleshooting: If any receptacle on a GFI circuit collects any moisture, as it may after a rain or during a period of high humidity, the receptacle may "trip" and automatically shut off all power. If this happens, the power will remain off until the receptacle dries and is reset by you. The receptacle cannot be reset until it dries. Opening any outside covers may reduce the drying time by letting the air and sun dry the receptacle.

One (1) GFI may control several electrical outlets. Garage outlets are often required to be on GFI's, in which case it is advisable to install a separate circuit should you wish to keep a freezer or refrigerator in your garage. Appliances that need continuous power (air conditioners, freezers, landscape timers, refrigerators) should not be plugged into GFI outlets.



* *Circuit breakers:* Circuit breakers may be reset by first switching the breaker to *Full Off* and then back to *Full On*.

******Power failures:* In the event of a loss of electrical power in your home, follow these steps:

Step #1: If the power loss is just in one area of your home, chances are an individual circuit breaker has turned off. Unplug any appliances in the area that is without power and turn other appliances off as well. Check the circuit breaker and, if necessary, reset it. Plug your appliances back in. If the circuit breaker fails repeatedly, you have either a short circuit in one of your appliances or a short circuit in the electrical system in your home. Do not attempt further repair.

Call a licensed electrician or our Warranty Service Department if the condition is still covered under our Express Limited Warranty.

Step #2: If electrical power is lost throughout your home, first check to see if your neighbors are without power. If the outage is neighborhood wide, contact your power company. If just your home's power is out, check the master circuit breaker. If the master circuit breaker has tripped, reset it.

To reset, turn all breakers off, turn the master breaker on, and then turn the other breakers on one by one.

Step #3: If the master circuit breaker trips repeatedly, refer the problem to a licensed electrician or our Warranty Service Department if the condition is still covered under our Express Limited Warranty.



Electrical troubleshooting:

◆If electrical outlets won't work, make certain the circuit breaker has not been tripped. If it has, reset it. If not, make sure a wall switch that is in the *OFF* position does not control the outlet.

◆If individual ceiling lights or lamps don't come on, check the bulb in another fixture. If the bulb is good, check the circuit breaker to see if it is tripped, and reset if necessary. Also, check for wall switches that may be turned *OFF*.

 \bullet If an outlet sparks when plugged into, be certain the appliance is *OFF* before plugging it in. If it still sparks, try another outlet. If you get sparks from a second outlet, the problem is usually in the appliance cord. If you do not get sparks, have the receptacle inspected. Please note that sparks from wall switches should be checked by an electrician.



If a wall switch or receptacle is hot to the touch, immediately trip the circuit breaker serving that fixture and contact an electrician.

Special Note: We highly recommend that you consult a licensed electrician to make any changes or additions to your electrical system. A permit may be required.



Caution: Respect your electrical system. Do not insert metal objects into wall outlets. Use child safety covers, available at grocery and home care stores, for outlets that are accessible to small children.



Exterior Lights

The exterior lights on your home can have antique brass or painted finishes.

Helpful Hints:

Replace the light bulbs with the same wattage bulbs as those that were originally installed in the fixture.

✤ Protect the brass finish with a wax or protectant to avoid corrosion and discoloration.

✤ Replacement globes can be purchased at home centers and lighting and hardware stores. If you have difficulty locating a replacement globe, please contact our Warranty Service Department for assistance.

Special Note: Brass finishes will tarnish in time and are not warranted. Do not use ammonia-based products to clean your brass.





The fencing that has been installed around your home is an approved type by the City of Burleson and your Homeowners' Association. **Before you make plans to alter/add any fencing**, refer your questions to local building authorities and your Homeowners' Association.

Your fencing will need regular preventive maintenance. Do not allow sprinklers to spray directly at fences and other exterior surfaces. Avoid conditions that let water stand at the base of fence posts.

Helpful Hints:

***** *Wood fencing maintenance:* The service life of wood fencing can be greatly extended by applying a deck or wood sealer. However, you should be aware that these products need to be re-applied on an ongoing basis to provide any lasting benefit.

\diamond Iron fencing maintenance: Iron is subject to rusting if it is not maintained properly. Use touch-up paint on nicks and scratches every four (4) months or as needed. Areas with obvious rust should be sanded and repainted with water resistant primer and paint immediately. Repaint every one (1) to two (2) years. The frequency of maintenance depends on the exposure to sunlight and to dampness.

Special Note: Although your fence has been constructed with quality materials and craftsmanship, Homes by Towne® will not be responsible fence damage due to homeowner alteration/abuse, pet damage, high winds or other Acts of God.







While fiberglass tubs and acrylic showers are desirable for their glistening aesthetic and durability, mineral deposits and soap scum can leave a dull haze that is difficult to remove. Many cleansers and scouring pads are too harsh and can dull the finish. Keep them looking like new with a few simple maintenance habits.

Helpful Hints:

*After each use, rinse with water and wipe down with a soft towel to prevent the formation of mineral deposits and soap scum.

♦ A spray bottle full of natural disinfectant white vinegar is useful for deodorizing and disinfecting; a few quick sprays three times a week eliminates future scrubbing.

*Avoid using abrasive cleaners that will scratch the surface.

♦ For normal cleaning, use warm water and liquid detergent, such as Dow, Lysol or Mr. Clean bathroom cleaners, with sponge, nylon, polyethylene or saran cleaning pads. Do not use abrasive cleaners, scouring pads, steel wool or scrapers.



◆For an extra sparkle against mild grime, smear entire surface area with a water paste using baking soda, such as Arm & Hammer. Allow effervescing a few hours, rinse with warm water.

✤For stubborn stains, use a nonabrasive cleaner, such as Spic & Span. Sponge the area with the cleaner, allow standing an hour, and rinse with warm water.

Avoid dropping objects on fiberglass surfaces, or striking the surfaces with sharp objects; chipping or cracking could result.

✤ For scratches and dull areas, rub vigorously with automotive rubbing compound, such as Dupont, and a white cotton rag. Then buff vigorously with a carnuba-based wax. If done twice a year, this will maintain a lustrous finish after cleaning as above.



Your home may be equipped with a fireplace. Not only do fireplaces provide a cozy atmosphere, they also can be a reliable source of heat and light in the event of winter power outage. Maintaining fireplaces is simple, but very important to avoid the risk of smoke or fire damage.

Helpful Hints:

*Clean your wood-burning fireplace's interior including its floor regularly. Sweep out or vacuum up cold ashes. Wear a dust mask and gloves when cleaning the fireplace.

✤Troubleshoot anytime there is smoke indoors from your wood-burning fireplace and immediately correct any problems that you find. Possible causes of smoke are a dirty chimney with creosote or soot buildup, other debris in the chimney, a damper that isn't open or is only partly open and wood that is not completely dry.

*Have your wood-burning fireplace inspected and cleaned by a professional chimney sweep at least once a year and more often if creosote builds up on the chimney walls rapidly.

♦ Your chimney has a cap to keep out rain, birds, squirrels and other animals, and other debris from entering the chimney. The cap should be inspected regularly and replaced when necessary.

*Keep furniture and furnishings a safe distance from the fireplace and ensure that any close furniture is able to withstand direct heat. Do not leave plastic materials of any kind near a fireplace.

*Make sure that you open the damper prior to lighting your fire and close the damper afterward to avoid heat escaping out the flue.

Never burn any combustible materials in your fireplace.

✤Your fireplace is equipped with a sliding fire screen. Keep the fire screen closed when burning wood to prevent embers from sparking and causing possible damage to nearby flooring or furniture. Fire screens are especially important when young children are around and youngsters should be taught early on about correct fire safety.





Your new home has been constructed using an engineered slab-on-grade foundation. This is the most commonly used type of foundation system in Texas. All slab-on-grade foundations are designed to sit on top of the ground and float or flex with movement in the bearing soils. The foundations are built with a certain amount of rigidity. However, they are allowed by normal design parameters to deflect and bend a certain amount. Typically, all foundation movement is caused by some change in the bearing soils beneath and directly surrounding the house. The most critical "changeable" factor in the sub-grade soils is the moisture content. This is important because most of the clay soils in the Dallas area are "active"; that is, they have an electromagnetic attraction for water and swell or heave upward when they absorb water. On the other hand, these clays shrink and subside when they become dry. Thus it is said that in order to stabilize and control the movement of clay soils, it is necessary to control their access to water. If the moisture content under a foundation is maintained in a stable condition, the foundation itself will tend to be more stable, and deflection or cracking in the walls of the home should be minimized.

When a home is constructed, the moisture content of the soil beneath the foundation is fairly uniform and evenly distributed. The slab foundation acts as a lid or covering, and protects and stabilizes it, except at the edges. Around the edges, swelling or subsidence can take place, depending upon environmental influences.

If the soil outside the foundation along the perimeter is not well drained, rainwater, sprinkler water or other irrigation water may puddle and slowly saturate the adjacent soil under the foundation. The saturated soil will swell and heave upward, causing "edge-lift". Conversely, if watering is neglected and the soil is exposed to summer sun and hot breezes, the soil will dry out, shrink, crack visibly, and subside, causing "edge-droop" or "center-lift". Either of these conditions may progress to the point where the foundation of the home is deflected and the frame structure above is distorted and develops severe cracking,



It is important that, as a homeowner, you realize that your foundation is more than just inert, passive concrete and steel. It is an element that will respond to changing conditions and it needs understanding and maintenance if it is going to give satisfactory service.



The following are several recommended procedures, which will be helpful in this regard:

- *Be certain that the yard around the house provides for adequate drainage away from the foundation. Any standing or ponding water next to the foundation can cause undue and unnecessary movement. Be sure that the builder has provided for adequate drainage and that all drainage swales are working.
- Even and consistent watering should be performed regularly and increased during dry or "drought" periods. Watering should be done around all sides of the home. If a sprinkler system is installed, it should water the entire perimeter.
- *Zoning the sprinkler system is recommended to avoid over-saturation around various portions of the home.



- During dry periods or if sprinkler restrictions are enforced, a soaker hose laid approximately 18" from the foundation can be allowed to drip moisture slowly into the soils several hours a week. This procedure can be used successfully with diligence. (Soil should be damp to the touch. If the soil is hard, dusty or cracked, it is too dry. If it is saturated or "squishy", it is too wet.)
- Trees and shrubs can absorb large quantities of water and their root system can undermine your foundation if over-watered. It is typically recommended that new trees be planted at least ½ the canopy width of the mature tree away from the foundation. Deep planter beds filled with absorbent planter mix soils should not be placed adjacent to the foundation.
- ✤It is recommended that you check for leaky hose bibs and air conditioner condensation drainpipes, which could induce localized water into the sub grade.
- ✤Gutters can typically be used to help prevent roof run-off from dumping concentrated quantities of water into the ground at re-entrant areas and roof valley locations. Homes with gutters should have downspout extensions and splash blocks and the systems should be cleaned regularly. The splash blocks should not direct the flow into planter beds.
- Be aware that alterations and improvements such as new landscaping, additions, pools, decks, sidewalks, etc. can change the drainage patterns of your home and could induce problems if area drainage is not properly addressed. Note changes in surrounding or adjacent lots since additional water could be directed toward your residence.

In summation, your new foundation will be able to better serve you when the recommendation stated above are incorporated into your home's normal maintenance program.





The instructions on the side of the garbage disposal unit will give precise directions for its operation. Some homeowners erroneously conclude that because their disposal unit is capable of grinding up most of their garbage, the unit is also capable of eliminating grease and other substances they would not otherwise pour down a drain. In fact, you should be equally careful not to clog disposal drains with grease.

Helpful Hints:

✤ When grinding greasy substances, use plenty of cold water. Always use cold water when the disposal is on. Should the drain become clogged, do not put chemicals down the disposal.

Avoid putting large amounts of fibrous material, such as banana peels, celery waste, cornhusks, etc., down your disposal.

Reset buttons: Most disposals have a reset button that works in much the same ways as a circuit breaker. Should the disposal become overloaded with a substance it cannot grind, it will turn itself off. If this happens, turn the switch **OFF**, remove the substance obstructing the disposal's operation, wait about three (3) minutes, push the reset button (see your instruction booklet for its location), and turn the switch **ON**.



If the disposal still does not start, turn it **OFF** again and check to see if you have tripped a circuit breaker. If the circuit breaker has not interrupted the flow of current, trip the circuit breaker. Using a mop or broom handle to avoid injury, turn the rotating plate in the disposal until it turns freely. Restore the current, push the reset button again, and turn the disposal **ON**. Some disposals come equipped with a special wrench that can be inserted in a hole in the bottom of the disposal, which is under the sink. Others have a two-pronged wrench that fits in the top of the recirculating plate. Turning the wrench a couple of times will usually loosen the material enough so that the disposal will turn.

Caution: Be absolutely sure that the circuit breaker is OFF before inserting your hand to remove material when the disposal is stalled. Also, be absolutely sure it is *OFF* before using the wrench or a broomstick.



Grout is the porous material you will find between your ceramic floor tiles and ceramic shower walls in your home (see *Ceramic Tile* in this section).

The grout should be inspected periodically for cracks and holes. If either is present, the area should be regrouted. If it is not regrouted, water could cause the tiles to loosen.

Minor separation and looseness of ceramic tile grout, where it is joined with other materials, is inevitable. This is caused by the normal expansion and contraction of materials. Repairs are a function of normal home maintenance.

Routine scrubbing of the grout with warm soapy water will keep it clean and fresh. Strong cleaners or cleaners containing oil, such as Lysol or Pine-Sol, can stain the grout.

You may want to consider sealing the grout once a year. This will help prevent stubborn stains from penetrating the grout and becoming unsightly. However, do not seal the grout until it has completely cured, which is about six (6) months after installation. Sealers can be purchased at your home care or hardware store. However, be aware that some sealing products can darken grout. Sealers should only be applied to the grout and not the tile itself.



Recommended Cleaners:

Soapless Detergents:

Spic & Span Oaklite

******All Purpose Cleaners:*

Soft Scrub Mr. Clean Top Job Fantastic Ajax Liquid Lestoil ★ Mildew Cleaners: Tilex X-14 – Instant Mildew Stain Remover

* Soap Scum, Rust Stain or Water Deposits: Lime Away

* Scouring Powders: Comet

Ajax



Gutters should be cleaned at least twice a year, preferably in the spring and fall. Clogged gutters can not only lead to moisture damage to your home, but can also lead to infestation of ants and other insects that are attracted to wet vegetation.

Pick a dry day so leaves and small twigs can be removed by hand or with a handheld blower that may have an attachment designed for this purpose.

Clean the gutter around the downspout area first because this is the place most likely for debris to collect.

Be prepared to remove encrusted layers of leaves and other debris from the gutter trough. If you encounter this type of build-up, you may wish to hose down the debris to loosen it. However, be careful not to drive the packed debris into the downspouts where it can become lodged.



While you are removing debris, check for damage, sagging or leaking areas. Mark problem areas with painter's tape so you can spot them when you are ready to make repairs.

Be certain that your downspouts are in good and working order. Replace any sections that may become damaged by pets or children. Make certain that your downspout has a properly located splash block to protect your landscape and foundation.





EVERY DAY MAINTENANCE TIPS

Today's prefinished hardwood floorings provide superior wear; easy, no-wax care and outstanding resistance to staining from most common household products. However, they aren't indestructible. A few simple maintenance steps will help to protect their lasting beauty.

Vacuum or sweep your floor frequently especially in high-traffic areas, making sure that you are using an implement designed for hardwood floors.

*Keep **pets nails trimmed** and their paws free of dirt, gravel, grease and oil.

♦Use a cloth to **blot up spills** immediately. Never allow liquids to stand on your floor.

Do not slide **dining chairs** back and forth on wood floors. It will damage the finish.



*Periodically rearrange your area rugs to allow your floor to age evenly. Leaving them in one place too long can cause a discoloration under the rug area. (*Hint: Do not select rugs with rubber or abrasive backings.*)

***Do not wet mop, damp mop or clean your floor with wax, ammonia or oil.** Only use a floor cleaner designed to be used with urethane finished wood floors. Only clean the floor as needed to remove a spill or residue. Normal daily maintenance should be vacuuming/dusting.

*Reduce exposure to **direct sunlight**. Protect your hardwood floors from prolonged periods of direct sunlight with blinds, shades or awnings.

*Maintain a **relative humidity** level between 35 and 55% throughout the year to minimize expansion and contraction. A hygrometer can be purchased at any hardware store.



Use a dolly when moving heavy furniture or appliances. First, protect the floor by putting down a sheet of ¹/₄" plywood or Masonite. Never try to slide or roll heavy objects across the floor.

***Use floor protectors** under furniture legs.

For more information, visit the website:

https://www.woodfloors.org/maintenance.aspx



Some characteristics of hardwood flooring are streaks, spots and color variations. There may also be pinworm holes and small knots as well. These are normal and to be expected.

What You Can't Expect from your Hardwood Floors:

A tabletop finish: Each piece of wood may have a slight milling variance and your slab will have minor variations making it virtually impossible for a completely flat surface.

A monotone floor: Wood, as a natural product, varies from piece to piece. Remember, it is not fabricated. It is milled from a tree and will have grain and color variances consistent with the grade and species of flooring selected.

A floor that will not indent: In spite of the term "hardwood", wood flooring will indent under high heel traffic, especially heels in disrepair.

 \checkmark Measured in pounds-per-square-inch (psi), a car has a load of 28 to 30 psi, and an elephant has 50 to 100 psi. A 125-pound woman, with a pair of ¹/₄" high-heel shoes on, has 2,000 psi. That's a problem for any floor – metal, wood, ceramic, carpet, terrazzo, and resilient.

 \checkmark Now that stiletto or high heels are back in vogue, you should be aware that the extremely high forces involved might damage hardwood floors.

 \checkmark Damage will usually occur, not from the heels themselves, but from protruding nail heads. An exposed nail head can exert a force of 8,000 psi. That's high enough to crush hardened concrete. It's difficult for any flooring material to resist that high a force.

 \checkmark The extremely high forces exerted by stiletto, or high-heeled traffic (dynamic loads of 1,000 psi or more), may visibly damage wood floors, resilient flooring, and other floor coverings. We will not accept claims for damage caused by stiletto or high-heeled traffic.

*A floor without cracks between the boards: Although your new floor will start tight together, as a natural product, it will continue to absorb and expel moisture. This natural process will cause the flooring to expand and contract from season to season, resulting in cracks between some of the boards in your floor. Some stain colors, such as white, will show this process more than others.

 \checkmark Maintaining a **relative humidity** level between 35 and 55% throughout the year to minimize expansion and contraction. A hygrometer can be purchased at any hardware store.

 \checkmark Home humidifier systems will help to maintain a constant humidity level in your home and help alleviate the "breathing" or expansion and contraction of all the wood in your home.



Your home's air conditioning system is easy to use. Just select a temperature, program the thermostat, and forget it!



Tips for Using Your System

Do not cycle the air conditioning system on and off. Leave the system on through the entire summer/cooling season. When outside temperatures increase through the hottest part of the summer, you may wish to increase the thermostat setting to provide a more reasonable difference between inside and outside temperatures. This avoids overworking the cooling system. The system cannot be expected to reduce and maintain an interior temperature more than eighteen (18) degrees lower than the outside temperature.

To increase the system's efficiency and conserve fuel, close windows and exterior doors tightly. Turn off unused lights and heat-producing appliances. Cover windows in direct sunlight with shades, blinds, draperies or awnings. Keep interior doors open to promote air flow.

If your air conditioning system fails to operate properly, follow this checklist before calling for service:

♦ Check the thermostat setting and the thermostat thermometer. The thermostat setting should be *below* the temperature on the thermometer to operate.

Check the thermostat selector. It should be on *COOL*.

Check the main electrical switch. It should be **ON**. Work the switch several times to remove any dirt from the contacts.

Check all circuit breakers in the main switch box. They should be **ON**. Remember to work them several times.

♦Inspect filters to make sure they are not clogged.

If your unit is not operating properly after checking all of the above, call the service number provided on page 4 of this **<u>New Homebuyer Manual</u>**.




Tips for Maintaining Your System

For the most part, modern HVAC systems are both reliable and durable. Nonetheless, there are basic maintenance tasks that must be undertaken regularly in order to keep your system running at its optimum efficiency. Without proper maintenance, your HVAC system will not last as long as it should. By performing simple and regular maintenance, you can decrease the chance that the system will end up needing costly major repairs. A well-maintained HVAC System is one that is functioning properly, thus using energy more efficiently – which is not just good for your heating and cooling budget but also for the environment. Below are some simple maintenance items that you should perform on your own to keep your HVAC running at peak performance:

- **Be "Book Smart"** The owner's manual for your HVAC system will give you a better working knowledge of your equipment and give you instructions on how to perform your own basic inspections. Inspections should be performed in the early spring or early fall. This will allow you to seek professional assistance if needed before the peak season when you may have extended waiting times for a service appointment.
- Basic Inspections A basic inspection can help you discover small problems before they become major issues. A leak or poor drainage can become a bigger problem if left unrepaired. Visually inspect all hoses for leaks or cracks. Look to see that the condensation tube is draining properly.
- *Change Out Your Filters Clean filters allow the furnace and air conditioner to work properly while also helping to maintain the quality of air within your home. During peak heating and cooling seasons, you should check your filters monthly and replace as needed. Have your duct work cleaned every three years or so as well to maintain optimum indoor air quality.



Annual Maintenance by Professional – A HVAC contractor is trained to do an intense inspection of your system in order to find problems that the average homeowner would not be capable of spotting. Your annual inspection is also a great time for you to have small repairs made before they turn into larger, more costly problems.



Mowing Your Lawn

A new lawn should be mowed as soon as the grass blades are 2" or 3" high. The first cutting may allow long grass blades to bend over, causing a shabby appearance. Subsequent mowing should be done often during the active growing season. Lawn mower blades should be kept sharp to prevent bruised or torn grasses which develop unsightly brown spots.

Bermuda grass lawns appear best when mowed to $\frac{1}{2}$ " to 1" high. However, when grass is mowed short, a more frequent watering and fertilization schedule is needed. Fescues and bluegrasses should be mowed considerably higher – 2" or more. Consult your nursery concerning your type of grass and the preferred mowing height in our areas.

Fertilizing Your Lawn

New lawns - A commercial fertilizer is applied to new sod. This initial application of fertilizer will give the young grass a healthy start. If it is during the active growing season, you should re-apply fertilizer every 60 days until October.

Mature lawns - Your first Spring Fertilization should be when the turf comes out of its dormant stage called "Green-Up". If you fertilize before "Green-Up", the plant is not actively growing and absorbing the nutrients. The fertilizer will leach away through the soil – which translates into your money going down the drain.



♦ "Green-Up" (March 4th – April 1st)

After "Green-Up" occurs, fertilize every 60 days during the growing season. Use a nutrient consisting of 3-2-1 or 4-1-2. An example is 15-5-10 or 3-2-2 with 50% of the available nitrogen in a slow release form (example: sulfur coated area). Always follow manufacturer's instructions and read all labels.

Note: Apply your last application before October so the plant will be able to use the nutrients while it is actively growing to prepare for winter. Healthy plants survive bad winters.



Weed Control

Although our turf grasses have been selected based on their durability, weeds will appear in your new lawn. Weeds come from seeds which have either lain dormant in the ground or have been carried into your yard by wind or birds. Over time, a mature, thick grass lawn will usually provide too much competition for weed plants to gain any strong hold. Should your lawn ever become damaged or have bare spots, re-seed or re-sod the affected areas promptly to prevent competitive weed growth from becoming established.

Weed control comes in two forms: **cultural and chemical**. In the case of lawns, **cultural control** means physically pulling weeds and using a proper balance of fertilizing, watering and mowing to promote a healthy lawn that is naturally weed resistant. Basically, we fertilize and water to stimulate growth and then mow frequently to cause lateral branching of the turf grass plants which help crowd the weeds out.

After you have done everything culturally possible, your weed populations may still be so heavy you will want to consider **chemical controls**. Herbicides come in two types: preemergence and post-emergence. When using any type of herbicide for weed control, **read the labels completely and follow all instructions**. Avoid windy conditions when applying post-emergence herbicide.

New Lawns – Broadleaf and pre-emergence herbicides **are not recommended for the first year** after a new installation. When necessary, post-emergence herbicides can be applied after the third mowing.



Read All Labels Carefully

Pre-Emergence Herbicides – Pre-emergence herbicides are preventative and applied before you have a visible weed problem. Pre-emergence weed control should be considered a budgeted maintenance item – just like changing the oil in your car or changing the filters in your home air conditioning system. As they say, an ounce of prevention is worth a pound of cure...

In our region, we typically get our greatest weed seed germination in the fall (September-October) and again in the spring (February-April). Pre-emergence herbicides applied in early February and early September will prevent the majority of weed problems. The few weeds that escape control can

A word of caution, not all herbicides are safe around trees and shrubs. Caution should be used when selecting your product to prevent damage from occurring to your other landscape.



Post-Emergence Herbicides – After cultural and pre-emergence controls have been used, any weeds that remain can usually be removed by the use of post-emergence herbicides. There are different products formulated for different grass types. There are also formulas formulated to be used during the active growing season, while others are intended for dormant grass. Using the wrong chemical could cause damage to your lawn. Consult a lawn and garden professional to ensure you select the correct product.

Hand Pulling: A Real Alternative – Although weeds that escape control can be managed to a degree through proper watering, fertilizing and mowing, hand pulling may be best in certain cases. Major problems can be avoided by pulling weeds before they are out of control. This can be easily accomplished when the ground is very wet when plants can be pulled along with their entire root system. If the soil is not at least moist, roots will be left in the ground to regenerate a completely new plant. One drawback in hand pulling is that the pre-emergence barrier is broken whenever the surface soil is disturbed. This leaves an opening for other weeds to develop. It is best to ensure vigor in your turf so it will quickly cover any exposed soil.

Pest Control

Pest control generally requires chemical treatment. Your local nursery or garden center has a variety of compounds for use on new lawns. If a severe problem exists and you are unable to identify the pest involved, it is best to seek professional advice.

Use with pesticides with caution. Before using any pesticides, identify your target pest to control and then select the best treatment for your need. Read the entire label and follow the instructions precisely. **Do not** use more than the recommended amount of pesticide. If the recommended application does not eliminate the pest, do not increase the amount of pesticide used. Over-treatment may leave harmful residual chemicals or cause other problems.

Maintaining Shaded Areas

Shaded areas require some additional effort to ensure healthy turf. Turf in shaded areas generally suffers in three ways:

Tree root systems tend to rob nutrients from the grass.

Lack of sunlight is caused by the tree canopy.

Fallen leaves create a mat, preventing the turf from adequate exposure to light and air.



Thoroughly fertilizing both the trees and the turf can help to provide adequate nutrients for the turf. Leaves should be raked **early in the spring** while the tree branches are still barren so that the maximum amount of sunlight can reach the grass which is generally shaded throughout the remainder of the growing season.



Lawn Disease

There are many factors that may influence the existence of disease in the lawn such as geographic region, grass variety, moisture and soil type. Contact a lawn professional for information on identifying and controlling lawn disease.

Watering Tips

You should water January through December at least one time per week for 10-15 minutes per section of your lawn. This schedule is a good rule of thumb under normal conditions. However, we do not live in a consistent environment and weather conditions change daily. It is a great practice to be aware of the following variables concerning your landscape's watering requirement.





Lawn and shrub irrigation systems do not adequately water your shade trees. Shade trees require supplemental deep watering. During dry weather, deep water your trees at least once a week.

Winter is deceiving. Even though it is cold, plant material may dehydrate rapidly. There are many times during the winter that the humidity is low, winds are high and temperatures are freezing. These conditions will dehydrate your plants as if it were 110° outside, but many people aren't aware of that. Always continue to water during the winter months on a regular basis. A good rule of thumb is to water just before a hard freeze.



Watch out for long dry spells even during cooler weather. Step up your watering program from the normal schedule if we are experiencing sunny days with high winds and low humidity. All of these conditions will dehydrate your plants.



During hot weather, hand water newly planted trees and shrubs every day or as needed. It is usually recommended that you hold the hose at the base of the plant until the mulch starts to float. Move to the next plant and repeat. A longer period is needed for trees.



The most important factor in a healthy landscape is **Owner Awareness**. Get in the habit of walking your garden on a regular basis. This way you notice an early change in the appearance of your lawn and garden and correct it before heavy damage sets in.



The following are general guidelines for watering your new landscape installation:

*The first couple of weeks are the most crucial for watering purposes.

The sod and scrub roots must be kept wet in order for the installation to root. Depending on weather conditions, frequency of watering will vary in order to keep the roots wet. Also, whether your yard is exposed to full sun or shade is another factor that should cause you to vary your watering schedule. A rule of thumb: unless your yard is in dense shade or we are having wet, cloudy conditions, you cannot give your new installation too much water in the first two (2) weeks. On the other hand, if your installation does not get sufficient water in the first two (2) weeks, your lawn or shrubs could weaken and die.

Spring & Summer Schedule - Lawns	Weeks 1 - 2	Daily, 15 minutes per section
	Week 3	3 times weekly, 20 minutes per section
	Continue	2 times weekly, 20 minutes per section

Fall & Winter Schedule - Lawns	Week 1	Daily, 15 minutes per section
	Week 2	Every other day, 20 minutes per section
	Continue	Once a week, 20 minutes per section

Newly Planted Trees	Week 1	"Slow-drip" 1-3 hours daily
	Week 2	"Slow-drip" 1-3 hours every other day
	Week 3	"Slow-drip" 1-3 hours twice per week
	Weeks 4 - 12	"Slow-drip" 1-3 hours once per week
	Continue	"Slow-drip" once a month is beneficial

Once your landscape is established you can safely cut back on watering. Let plant appearance be your guide – if we are having average or better rainfall, you may get away with watering very little except during hot summer months.

Additional Recommendations:

- Even in winter months, you should still water periodically. Although your grass may appear dead, it is actually only dormant and still needs water.
- To prevent fungus, always try to water your yards early enough in the day for your lawn to dry before nightfall – watering in the evening is not recommended on a regular basis.
- *When weed eating, take special care not to girdle your tree. When bark is severed all around the base of any tree, the tree will die. Protect your tree by adding a small bed around it or apply a protective wrap (available at most nursery supply stores).







The lighting fixtures in your new home are designed for standard wattage bulbs. To avoid excessive heat and potential damage, you should not exceed sixty (60) watt bulbs in most enclosed fixtures. Always follow the manufacturer's wattage rating inside the fixture.



Locks & Keys

No key used during the construction of your home will operate the locks after you have taken possession.

Passage door hardware in any home can work loose through use. Keep a careful watch to avoid excessive play in the doorknob escutcheon plate. In the event a doorknob or privacy lock should become inoperative, it is usually because looseness has allowed the interior mechanism to slip out of place. Removal and reinstallation of the fixture, a simple process, will usually correct the problem. Doors with key type hardware are more complicated and usually require the services of a locksmith.



Helpful Hint: Periodic application of powdered graphite or silicone spray to keyholes and lock mechanisms can help to keep them operating smoothly.





The overhead garage door on your new home is mounted with rollers and tension springs for easy operation. Garage doors do not seal against the elements in the same manner as your other exterior doors, and may show some light at the edges. It is not uncommon for water to enter at the edges. This is not considered a defective installation.

The door hardware does require periodic maintenance. You should oil the locking mechanism, pulley, and rollers at least twice per year with a light oil or silicone spray. Due to the constant use of garage doors, it is not uncommon for hardware to loosen over time. It is our recommendation that a periodic check and tightening of garage door hardware will greatly lengthen the life of your garage door.





Interior:

Your walls and ceilings have been painted with a quality, interior latex paint.

Touch-up paint for your interior walls and ceilings was provided to you at the time of your final walk-thru/home orientation. This paint should be used on only those surfaces. Do not use on woodwork or doors unless otherwise noted.

If you elect to wallpaper after your first year, you must prepare all painted surfaces for wallpapering with an appropriate sizing material. This product can be purchased at any wallpaper, paint or hardware store. Follow instructions on the container.

Special Note: Failure to prepare your walls could result in the wallpaper not adhering to the surface or the paper pulling the paint or the drywall surface material off the wall.

Exterior:

High quality paint has been used on the exterior surfaces and doors of your home. Depending on climate exposure, some paints, particularly dark colors, will fade more than others.

Helpful Hints: Cleaning painted areas routinely will preserve the appearance of your home.



★ Oil-based paint: Should you ever choose an oil-based paint for your home, please be aware that all oil-based paints are subject to yellowing. The action of the sun usually minimizes yellowing on exterior surfaces. However, yellowing can be noticeable on interior surfaces. The natural drying and aging of the paint can cause yellowing by exposure to certain chemicals, such as ammonia fumes and others that are found in some household cleaners. White painted surfaces and light colors are more subject to yellowing than the darker colors are.

Yellowing of oil-based paints is unavoidable in some areas. Because yellowing tends to take place over time and relatively evenly on given surfaces, it may not be noticeable until you use touch-up paint. Your paint store can assist you in selecting a touch-up paint that will be a close match for yellowed paint.



Your plumbing system and fixtures should serve you well for many years if properly cared for. To avoid costly major repairs, promptly take care of minor problems as soon as they occur.

◆ Faucets/Fixtures: The plumbing fixtures in your new home are plated with polished chrome, brushed nickel or bronze finish. The finishes are not covered by the Limited Warranty, but may be covered by a manufacturer's warranty. These surfaces are resistant to water corrosion. However, the plating materials are relatively soft, which means abrasive cleaners, scouring pads and tools, and ammonia-based products can damage them. Use caution when cleaning.

Helpful Hints:

Clean your plumbing fixtures with warm soapy water and a soft cloth or sponge. Rinse with clear water and wipe dry to prevent spotting and soap build-up.

✤If water is permitted to accumulate and stand at the base of your fixtures, corrosion and tarnishing can result. Always wipe the area dry.

Avoid excessive force when you turn your faucets on and off. The seals in the faucets can be damaged in a short time. Because they have moving parts, faucets are more likely than plumbing, with no moving parts, to require repair from time to time.



*Aerators: To maintain your faucets, you will need to clean the aerators by soaking them in undiluted vinegar every three (3) to four (4) months. This attachment to the faucets adds air to the water to reduce splashing and water usage.

 \Rightarrow Faucet leaks: If a faucet leaks, usually you can fix it by replacing washers. Instead of washers, some new single-control faucets for hot and cold water have cartridges that last longer, but still must be changed. Be sure to turn off the water at the shut-off valve before repairing a faucet.

Leaking pipes: The copper, CPVC, and PVC pipes installed in your new home should last the lifetime of the house. If your washing machine, dishwasher or other water-using appliances seems to be leaking, check the trap to see that the drain is not clogged.



Helpful Hints:

 \Rightarrow Place antennas, satellite dishes and holiday decorations where rooftop traffic is not necessary for service.

*Use a long stick or rope to retrieve items lodged on the roof.

✤If absolutely necessary to traverse your roof, walk carefully so as not to damage the shingles or lose your footing. Do not attempt to traverse your roof (or climb a ladder) during precipitation, lighting or high winds.

✦Have your roof inspected after any hail occurrences to inspect for any hail damage.



After constant exposure to the elements, the color surface of your roof will usually appear somewhat lighter than when initially installed. This effect is created by surface oxidization, the same process that dulls all exposed surfaces that we are unable to wash and polish as we do our family car.

Again, although periodic inspections of the roof, chimney, caulking around vents, etc., are necessary, do avoid any excessive foot traffic on the roof. Any examination of roof surfaces should be accomplished by a roofing professional or an insurance adjuster.



Shower Enclosures

For cleaning shower enclosures, liquid Comet will do a good job. It is also recommended that a squeegee be used on the glass after every shower. For deposits of hard water minerals, use a commercial glass cleaner containing ammonia or one (1) tablespoon of household ammonia in a quart of water.

Caution: Be sure to read the caution note on the label before using ammonia. Never use steel wool or scouring pads on the metal portion of shower enclosures. It will remove the protective finish applied by the manufacturer and will cause unsightly scratches.

All exterior siding used by Homes by Towne® is premium quality fiber-cement siding called HardiPlank® manufactured by James Hardie® Industries. Fiber-cement provides superior performance in harsh weather conditions and is easy to maintain.

Helpful Hints:

* *Patching:* Dents, chips, and cracks can be filled using a good quality cement-patching compound, which can be found at a local home care or hardware store.

**Mold/Mildew:* Remove using a commercial mold/mildew remover. Consult the paint manufacturer's recommendations before applying any mold or mildew remover.

Coose siding: Renail using a corrosion-resistant roofing type of 6D galvanized common nail or similar type of fastener. (See James Hardie's written application instructions for further details.)



◆ Caulk replacement: When caulk is in need of replacement, carefully remove existing caulk and replace with a highquality, paintable latex caulk. Caulking should be applied in accordance with the caulking manufacturer's written application instructions.

◆Paint maintenance: Remove any damaged, chipped or cracked paint. Prior to repainting, make sure that the surface area is properly cleaned and sanded. Repaint immediately using a good quality 100% acrylic paint. For best results, refer to the paint manufacturer's specifications for application rates and required topcoats.

Replacement: Replacement of one or more pieces of HARDIPLANK® SHOULD BE DONE IN ACCORDANCE WITH James Hardie's written installation instructions.

Call 1(888)J-HARDIE to obtain written installation instructions or for more detailed technical information.



Your home has a smoke detector in every bedroom and a smoke detector in centrally located areas on each floor. Your smoke detectors are all interconnected, so if one detector's alarm sounds, all of the detector alarms will sound. Smoke from kitchen cooking as well as water vapor from bathroom showers can set off the smoke detectors in your home. This is normal.

Your smoke detectors are all wired into the home's electrical system. In addition, your smoke detectors are equipped with a battery back-up system. So, if the electrical power fails for any reason, your smoke detectors will still operate properly.

Helpful Hints:

✤The batteries in your smoke detectors should be replaced twice a year. Choose replacement dates that are easy to remember, such as when you change your clocks.

* *Testing smoke detectors:* It is recommended that you test your smoke detectors once a month to make sure they are operating properly. The test function will be explained to you during your final walk-thru/home orientation. If you ever find that your smoke detectors are not working properly, take remedial steps immediately.



Water-saving toilets are required by local and national plumbing codes. Water-saving toilets do not have the same flushing capacity that you may be accustomed to, due to their design to use less water. Never flush hair, grease, lint, diapers, rubbish, etc., down the toilet drain. These wastes will clog drains and sewer lines.



Helpful Hints:

✤ Toilet cleaning: Many commercial products are available for toilet cleaning. Use them as directed, but do not mix them or use them with household bleach or other cleaning products. Never use toilet-cleaning products to clean anything but your toilets.

✤ Toilet leaks: If the water chamber seems to be leaking, the dripping may be coming from condensation on the outside of the toilet tank. If this is a problem, you may want to use a cloth tank cover. If water leaks into the bowl through the overflow pipe, try bending the rod that holds the float so that the float is closer to the bottom of the tank. Flush the toilet, and if it still leaks, you will probably need to have the inlet valve washer replaced.

If the water trickles into the bowl, but is not coming through the overflow pipe, it is coming through the flush-ball valve. The rods between the ball valve and the flushing handle may need aligning so that the ball drops straight down after the handle has been pushed. Water will leak through into the bowl if the ball valve is worn or if there is dirt or rust on the ball or ball seat. If the latter, remove dirt and rust. If the ball is worn, turn off the water, unscrew the ball, and replace it with a new one.



EVERY DAY MAINTENANCE TIPS

The vinyl plank floors offered are no wax finish products and are very easy to maintain with some helpful guidelines.

Vacuum or sweep your floor frequently especially in high-traffic areas. Do not use a vacuum with a beater bar as it can scratch the surface.

*Don't use highly abrasive scrubbing tools or abrasive cleaners; they will dull the shine.



Don't use detergents, "mop and shine" products, paste wax or polishes – they may leave a film on your floor.

*Although this flooring is extremely water resistant, do not use excessive water when cleaning or allow standing water to sit on floor. This can cause "edge lift" on vinyl planks.

*Use **floor mats** at all outside entrances. Avoid the use of rubber or latex-backed area rugs because the antioxidant chemical used to keep the backing from becoming brittle can permanently stain vinyl flooring.

* Lift furniture whenever possible. When moving appliances or heavy furniture, lay a plywood panel on your floor and "walk" the item across it. This protects your floor from scuffing and tears.

Use floor protectors on furniture to reduce indentation. A rule of thumb is the heavier the item, the wider the floor protector needed.

✤Many types of black shoe scuff marks may be removed using alcohol and a soft cloth.

◆Equip swivel-type chairs and other rolling furniture with broad surface non-staining casters at least 2" in diameter.

For more information, visit the website:

https://wfca.org/page/care-cleaning-guide





Your water heater is covered by a warranty from its manufacturer. Please read the operating instructions that the manufacturer provides. In the event of a leak in your water heater, close the shut-off valve on the top of the water heater. Call the manufacturer listed on the front of the water heater to request service.



Helpful Hints:

*All hot water heaters have a control mechanism to govern water temperature.

Caution: Excessively hot water can be dangerous. Monitor the temperature of the hot water in your home and make adjustments, if necessary. The water temperature can be adjusted on the control panel of your water heater. Adjust the temperature so that comfortably warm water is delivered. This will avoid scalding and reduce energy costs.

♦Your water heater should be drained and flushed according to the manufacturer's suggestions. This simple procedure will remove accumulated silt and debris so that the water heater is efficient and has a long life.

*Do not store anything near the heater because it will block airflow and create a fire hazard.



Windows

Despite the energy-efficiency of today's windows, they still remain a source of heat loss and you may feel cold radiating from a properly installed and functioning window during winter weather. This is normal and to be expected.

Due to the fact that modern houses are extremely well-sealed, you may experience condensation buildup on your windows during times of high humidity. Here are some easy steps to take to ventilate excess humidity out of your home:

◆Turn on exhaust fans and open windows to ventilate excess moisture out of kitchens, bathrooms or laundry rooms which are typically sources of warm, humid air.

*Opening the fireplace damper provides an escape route for moisture when humidity is high.



Air out your home for a few minutes each day by opening a window or door at the front and back of the house to produce some cross ventilation.

Run the furnace blower continuously during the heating season to act as an additional source of ventilation.



Other Helpful Hints:

*Keep all windowsill channels free of dirt and debris to maintain proper seal and operation. Use your vacuum's crevice attachment to remove any dirt in your sills. In the event you feel a draft from a windows, make sure to check the track for dirt build-up before requesting warranty service.

✤To ensure proper drainage, you should periodically check the weep holes in your windows to see that they are free of dirt.

*Use a silicone spray to lubricate the tracks. Do not use WD-40.

Caution: You will damage the finish if you use solvent, petroleum products or caustic chemicals, such as acetone or paint thinner to clean window frames. This damage is not covered by your warranty.



Wood Trim - Interior

Like other organic materials, wood is affected by heat, cold, and extreme humidity. Therefore, it may contract or expand with weather changes. As a result, minor shrinkage and swelling is unavoidable.

The primary areas that may be affected include doors, baseboards, wood floors, handrails, fireplace mantles, paneling, and shelving. Slight cracks around doorways, arches, windows, joints in door casings, and nail pops around baseboards may appear.

When cleaning any wood trim, make sure to use only a clean dry dust cloth. Use of water or chemical cleaners may affect some finishes.

PROMULGATED BY THE TEXAS ASSOCIATION OF BUILDERS (TAB) EXPRESS LIMITED HOME WARRANTY AND PERFORMANCE STANDARDS

CONCERNING THE PROPERTY AT Mountain Valley Lake, Burleson, TX 76028

Builder's Name:Homes by Towne of Texas, Inc.Builder's Address:3061 SW Wilshire Blvd. Burleson, Texas 76028Builder's Phone:817.484.3333Builder's Fax No.:817.484.3337Builder's Email:rbrown@hbttx.com

§ 1. General Provisions

- (a) Scope. This document describes the standards of performance for the various elements or components of a home as described. The Builder will repair or replace those elements or components of a home that do not meet these standards during the applicable warranty period based upon the expected level of performance described in these standards for residential construction to which the standards apply. If an element or component of a home is not described particularly herein, the element or component shall be constructed in accordance with the applicable written agreement or, if there is no agreement, in accordance with the usual and customary industry standards or practices for similar Improvements (defined below) in the geographic region shall govern and the element or component shall perform for the purpose for which it is intended for the period of the applicable warranty. This document does not replace homeowner's insurance or any third-party warranty.
- (b) Definitions. The following words and terms when used in this warranty shall have the following meanings, unless the context clearly indicates otherwise.
 - (1) Adverse effect--A tangible condition that substantially impairs the functionality of the habitable areas of the home.
 - (2) ASCE Guidelines-"Guidelines for the Evaluation and Repair of Residential Foundations, Version 2", published by the Texas Section of the American Society of Civil Engineers (2009).
 - (3) Builder Responsibility--A statement of the corrective action required by the Builder to repair the construction defect and any other damage resulting from making the required repair. Parties may agree to an alternative remedy.
 - (4) Code--The International Residential Code or, if the context requires, the National Electrical Code.
 - (5) Electrical Standard--for residential construction located in a municipality, a standard contained in the version of the National Electrical Code (NEC) applicable to electrical aspects of residential construction in the municipality under Local Government Code § 214.214 and that is effective on the date of commencement of construction of the home;
 - (6) Excessive or excessively--a quantity, amount or degree that exceeds that which is normal, usual or reasonable under the circumstance.
 - (7) Exclusion--items, conditions or situations not warranted or not covered by a performance standard.

- (8) Extreme Weather Condition(s)--weather conditions in excess of or outside of the scope of the design criteria stated or assumed for the circumstance or locale in the Code.
- (9) The International Residential Code (IRC)--substantial compliance with the version of the IRC for One- and Two-Family Dwellings published by the International Code Council (ICC) as follows:
 - (A) for residential construction of the non-electrical standards of a One- and Two-Family Dwelling located in a municipality, the version of the IRC applicable to non-electrical aspects of residential construction in the municipality under Local Government Code § 214.212 and which is effective on the date of commencement of construction of the home;
 - (B) for residential construction of a One- and Two-Family Dwelling in the unincorporated area of a county, the version of the International Residential Code published as of May 1, 2008, or the version of the IRC that is applicable in the county seat of that county, including any other applicable Codes required by statute.
- (10) Major Structural Components--the load-bearing portions, and the integral connection between them, of the following elements of a home:
 - (A) Footings and Foundations;
 - (B) Beams;
 - (C) Headers;
 - (D) Girders;
 - (E) Lintels;
 - (F) Columns (other than a column that is designed to be cosmetic);
 - (G) Load-Bearing portions of walls and partitions;
 - (H) Roof framing systems, to include ceiling framing;
 - (I) Floor systems; and
 - (J) Masonry Arches.
- (11) Manufactured Product--a component of the home that was manufactured away from the site of the home and that was installed in the home without significant modifications to the product as manufactured. Manufactured products commonly installed in residential construction include but are not limited to dishwashers, cook tops, ovens, refrigerators, trash compactors, microwave ovens, kitchen vent fans, central air conditioning coils and compressors, furnace heat exchangers, water heaters, carpet, windows, doors, light fixtures, fireplace inserts, pipes and electrical wires. For purposes of this warranty, a manufactured product includes any component of a home for which the manufacturer provides a warranty, provided that the manufacturer permits transfer of the warranty to the homeowner.
- (12) Original Construction Elevations--actual elevations of the foundation taken before, on or about the Effective Date of Warranty of the residential construction project. Such actual elevations shall include elevations of porches and garages if those structures are part of a monolithic foundation. To establish original construction elevations, elevations shall be taken at a rate of at least one elevation per 100 square feet showing a reference point and shall be taken at a rate of at least one elevation per 10 linear feet along the perimeter of the foundation, subject to obstructions. Each elevation shall be taken on the surface of the foundation or on the surface of the floor covering on the foundation, if any. For elevations taken on floor coverings, the type of floor covering shall be recorded at each elevation location. If no such actual elevations are taken then the foundation

for the habitable areas of the home are presumed to be level +/- 0.75 inch (three-quarters of an inch) over the entire area of the foundation.

- (13) Performance Standard(s)-the standard(s) to which a home or an element or component of a home constructed as a part of new home construction or a material improvement or interior renovation must perform.
- (14) Span (L)--the distance between two supports for structural elements supported at both ends. For cantilever elements, L shall be determined as twice the distance from the last support to the unsupported end of the element. For calculating overall deflection or tilt of slab foundations, L shall be defined as the edge to edge distance across any slab cross-section for which deflection or tilt is to be calculated.
- (15) Substantial Completion--achieved when:
 - (A) the stage of construction when a new home, addition, improvement, or alteration to an existing home is sufficiently complete that the home, addition, improvement or alteration can be occupied or used for its intended purpose; or
 - (B) if required, the issuance of a final certificate of inspection or occupancy by the applicable governmental authority; or
 - (C) if no final inspection or certificate of occupancy is required, when all electrical, mechanical, and plumbing final inspections, or all other required inspections, if any, have been approved or all approvals for occupancy have been received from any applicable governmental authority; or
 - (D) provided, however, that if Owner moves into, occupies and/or places personal property in the home or Improvements (or any portion of the property that is the subject of the contract), the home or Improvements shall be deemed to be for all purposes substantially completed.
- (16) Resolving conflicts among construction standards. During the construction of the home, when an inconsistency exists between the Code, manufacturer's instructions and specifications, the standard required by the United States Department of Housing and Urban Development for Federal Housing Administration or Veterans Administration programs, or ANSI/ASHRAE Standard (62.2-2003), the most restrictive requirement shall apply if reasonable under the circumstances.
- (17)Improvement(s)--any labor, materials, or other work supplied by Builder or its independent contractors or suppliers in performance of the contract documents or other written agreements, including, but not limited to, design plans or specifications.
- (c) Additional Terms and Conditions
 - (1) Foreclosure. Notwithstanding any other term or condition herein, this Express Limited Home Warranty does not apply to Property and/or Improvements that have been subject to a foreclosure under Texas law, such Property and Improvements are taken "AS IS, with all faults."
 - (2) Commercial Purpose. Notwithstanding any other term or condition herein, this Express Limited Home Warranty does not apply to Property and/or Improvements that have been used at any time for a commercial, for profit, rental (short or long term), leasing or occupancy by any person other than the named owners on the deed recorded in the public records, such Property and Improvements are taken "AS IS, with all faults" and/or this Express Limited Home Warranty is cancelled upon the first or any use in violation of this provision.
 - (3) Green Building Compliance. Any and all green building requirements, standards, certifications or otherwise are controlled by those written standards applicable to and agreed upon between the Builder and the initial owner(s), if any, after which there is no warranty or guarantee related to or concerning any such green building

requirements, standards, certifications or otherwise to any subsequent owner of the Property and/or Improvements.

- (4) Residential Construction Liability Act (RCLA) and Contractual Requirements. The contract associated with this Express Limited Home Warranty along with the terms and conditions therein are incorporated into this Express Limited Home Warranty, including but not limited to the dispute resolution provisions. As a condition precedent to the applicability of this Express Limited Home Warranty, the owner must follow each term and condition in the contract associated with this Express Limited Home Warranty, the requirements of the RCLA, all other legal requirements, and any and all other requirements in any instrument related to the Property and/or the Improvements, including but not limited to any third-party warranty. Any and all claims with the applicable third-party warranty company, insurance carrier or other responsible party is to be made before a claim under this Express Limited Home Warranty is presented to Builder, and there is no Builder Responsibility until same is fully completed in all respects unless Builder, at Builder's sole and exclusive discretion, agrees to participate concurrently.
- (5) Approved Variations. Any variations in any element of construction, the Property and/or the Improvements that are not in compliance with the Performance Standard(s) or applicable Code(s) that are approved by an engineer associated with the project, included in the Construction Documents, provided for in the plans and specifications or approved by the local building official, governing authority, city inspector, third-party inspector or third-party warranty company are not warranted hereunder, are deemed within the Performance Standard(s) and are an Exclusion.
- (6) Other Insurance or Warranty. This document does not replace homeowner's insurance or any third-party warranty. As a condition precedent to the applicability of this Express Limited Home Warranty, the owner must make a claim with the owner's homeowner's insurance carrier and third-party warranty company, as applicable. There is no Builder Responsibility for any loss paid, covered claim, repair or the like if same is available through any insurance or third-party warranty.
- (7) Access. In order to carry out the Builder Responsibilities, the Builder will require access to the home, the Property and Improvements. Builder and Builder designees shall be allowed full access in Builder's normal business operations for testing, inspection and repairs. Refusal or delay of more than ten calendar days upon verbal or written request of the Builder will waive and void any Builder Responsibility, unless mutually agreed upon in writing by the parties.
- (8) Non-Builder Repairs. Any and all repairs performed by any party without full compliance with this Express Limited Home Warranty waives any Builder Responsibility and any claim or cause of action against Builder related to same.
- § 2. General Provisions for New Homes, Material Improvements and Interior Renovations

(a) Builder Responsibilities for Compliance with Performance Standards and Repair Obligations.

- (1) Builder's Work. The Builder is responsible for all work performed under the direction of the Builder for the period of the applicable warranty. The Builder is only responsible for construction defects about which the Builder receives written notice in compliance with Sec. 1(c)(4) on or before the second anniversary of the date of discovery of the alleged construction defect but in no event later than thirty days following the expiration of the applicable warranty period, and not later than thirty days after the tenth anniversary of:
 - (A) the date of the initial transfer of title from the Builder to the initial owner of the affected home or improvement; or

- (B) if the transaction that is the subject of the dispute did not involve a title transfer, the date that the construction was substantially complete unless otherwise expressly stated herein.
- (2) Repair Obligations. Unless otherwise stated under the various performance standards herein, if any such performance standard is not met, the Builder shall take such action as is necessary to bring the variance within the standard, subject to the terms and conditions herein. The method and manner of any repair is within the sole discretion of Builder.
- (3) Repair Condition. In connection with a repair of a construction defect, any repairs performed by the Builder will include those components of the home that have to be removed or altered in order to repair the construction defect. Repair shall be made so that the condition is returned to its condition as it existed at the time immediately preceding the construction defect. Any repair will be finished or touched up to match the surrounding area as closely as practical but not necessarily to a like-new condition. Imperfections and variations may exist and should be expected. A repair or action bringing a variance within the standard under this warranty shall not cause the period of the applicable warranty to be extended.
- (4) Finish. Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical but not necessarily to a like-new condition. Imperfections and variations may exist and should be expected. In connection with the repair of finish or surface material, such as paint, wallpaper, flooring or a hard surface, the Builder will match the standard and grade as closely as reasonably possible. Builder will attempt to match the finish, but will not be responsible for discontinued patterns or materials, color variations or shade variations. When the surface finish material must be replaced and the original material has been discontinued, the Builder is responsible for installing replacement material substantially similar in appearance to the original material.
- (5) Manufactured Products. The Builder shall install all manufactured products in accordance with the manufacturer's instructions and specifications.
 - (A) The Builder shall use only new manufactured products and parts unless otherwise agreed in writing by the parties. If the Builder did not install a manufactured product in accordance with the manufacturer's specifications or use newly manufactured parts as required, the Builder shall take such action as is necessary to bring the variance within the standard.
 - (B) The homeowner shall notify the Builder in writing of a known construction defect not later than the second anniversary of the date of discovery of the construction defect or not later than thirty days following the applicable warranty period. In no event shall there be Builder Responsibility for any Manufactured Product that was installed in accordance with the manufacturer's instructions and specifications. In no event shall there be Builder Responsibility for any denial of warranty claim or otherwise by the manufacturer.
- (6) Specialty Feature. Notwithstanding a performance standard stated in this Express Home Warranty, a specialty feature, which is work performed or material supplied incident to certain design elements shown on the construction plans and specifications and agreed to in writing by the Builder and the homeowner, shall be deemed to be compliant with the performance standards stated herein so long as all items are compliant with the Code.
- (b) Exceptions and Exclusions from Builder's Responsibilities.
 - (1) The Builder is not responsible for repair, loss or damage to a component or that part of a component of a home caused by or made worse by any of the following:
 - (A) Work performed or material supplied incident to construction, modification or repair to the home performed by anyone other than the Builder or persons providing work or material at the direction of the Builder.

- (B) The negligence, improper maintenance, misuse, abuse, failure to follow manufacturer's recommendations, failure to take reasonable action to mitigate damage, failure to take reasonable action to maintain the residence or other action or inaction of anyone other than the Builder or persons providing work or material at the direction of the Builder.
- (C) Failure of the homeowner to comply with the homeowner's responsibilities as set forth in subsection (c) of this section or as may be stated separately elsewhere in this warranty.
- (D) Alterations to, or the failure to maintain, the grade of the soil that are not in compliance with the Code, applicable governmental regulations or in compliance with an applicable drainage plan.
- (E) Normal wear and tear or normal deterioration to any component of the home.
- (F) Extreme weather conditions.
- (G) Riot, civil commotion, war, terrorism, vandalism, aircraft, vehicle or boat.
- (H) Fire, smoke or water damage unless such loss or damage is a direct result of a construction defect.
- (I) Change in the underground water table that exerts pressure on, seeps, or leaks under the home, sidewalk, driveway, foundation or other structure or causes subsidence or sinkholes.
- (J) Erosion or accretion of soils unless such loss or damage is a direct result of a construction defect.
- (K) Insects, birds, rodents, vermin or other wild or domestic animals unless such loss or damage is a direct result of a construction defect.
- (L) The quality and potability of water unless caused by a construction defect.
- (M) While the home is being used primarily for nonresidential purposes.
- (N) Use for which the home or the component of the home was not designed.
- (O) Use that exceeds the normal design loads prescribed by the Code or the engineer of record.
- (P) Homeowner delay in reporting a known construction defect or failing to take reasonable action necessary to prevent further damage to the home.
- (Q) For remodeling projects, improvements, alterations or additions to an existing residence where the performance standard cannot be achieved due to an existing condition.
- (R) Abuse or misuse of a home component or manufactured product by anyone other than the Builder or persons providing work or material at the direction of the Builder.
- (S) Failure and/or violation to meet applicable Code by itself for any element of construction or construction technique for the Property and/or Improvements is not negligence per se, breach of contract or breach of warranty and does not create a cause of action or Builder Responsibility. A claim or allegation that there is a failure to meet or violation of Code must be accompanied by both (1) actual physical resulting damage from that failure or violation of Code to the Property or Improvements and (2) an immediate threat to the health and safety for the occupants or invitees. There is no Builder Responsibility to repair any failure to meet Code or violation of Code that would result in economic waste.
- (2) No Actual Physical Damage. The Builder shall not be responsible for any condition that does not result in actual physical damage to the home, including, but not limited to the presence of radon gas, formaldehyde or other pollutants or contaminants, or the presence or effect of mold, mildew, toxic material, or volatile organic compound, unless such condition is a direct result of a construction defect.

- (c) Homeowner's Responsibilities.
 - (1) Home Maintenance. Maintenance of the home and the lot on which the home is located are essential to the proper functioning of the home. The homeowner is responsible for maintenance of the home and the lot on which it is located. The homeowner is responsible for maintenance items described in this paragraph and those maintenance items identified separately in the performance standards set forth in this warranty. Additionally, the homeowner is responsible for ongoing maintenance responsibilities that affect the performance of the home but that may not be expressly stated in this warranty. Such ongoing maintenance responsibilities include, but are not limited to, periodic repainting and resealing of finished surfaces as necessary, caulking for the life of the home, regular maintenance of mechanical systems, regular replacement of HVAC filters, cleaning and proper preservation of grading around the home and drainage systems to allow for the proper drainage of water away from the home.
 - (2) Manufactured Products. The homeowner shall use and perform periodic maintenance on all manufactured products according to the manufacturer's instructions and specifications. The misuse, abuse, neglect or other failure to follow manufacturer's specifications with regard to manufactured products may void the manufacturer's warranty. The Builder has no Builder Responsibility for Manufactured Products.
 - (3) Landscape Planting. The homeowner shall take measures to prevent landscaping materials or plants from contacting the exterior surface of the home and from interfering with the proper drainage of water away from the foundation. The homeowner should not improperly alter the proper drainage pattern or grade of the soil within ten feet of the foundation so that it negatively impacts the home's performance or fails to comply with the Code, governmental regulations or an applicable grading and drainage plan.
 - (4) Humidity or Dryness in the Home. The homeowner should take the following actions to prevent excessive moisture accumulation by:
 - (A) properly using ventilation equipment;
 - (B) preventing excessive temperature fluctuation; and
 - (C) taking any other action reasonably necessary to avoid excessive moisture, dampness, humidity or condensation in the home that may lead to damage due to excessive moisture or dryness.
 - (5) Proper Maintenance and Care of Home Components. The homeowner shall properly maintain each component of the home including proper cleaning, care and upkeep of the home. The homeowner shall use home components for the purposes for which they are intended and shall not damage, misuse or abuse home components.
 - (6) Self-Help. Upon observation of a circumstance that may cause further damage to the home or a component of the home, the homeowner shall take reasonable action necessary to prevent further damage to the home.
- § 3. Express Home Warranties
 - (a) Warranty periods. The minimum warranty periods for residential construction and residential improvements are:
 - (1) one year for workmanship and materials;
 - (2) two years for plumbing, electrical, heating, and air-conditioning delivery systems; and
 - (3) ten years for major structural components of the home.

- (b) Manufactured Product Warranties. The Builder will assign to the homeowner, without recourse, the manufacturer's warranty for all manufactured products that are covered by a manufacturer's warranty. Any rights that inure to the homeowner provided under a manufacturer's warranty are the obligation of the manufacturer. The Builder does not assume any of the obligations of the manufacturer resulting from a manufacturer's warranty, but shall coordinate with the manufacturer, suppliers or agents to achieve compliance with the performance standard. If the manufacturer does not comply with the manufacturer's warranty within a reasonable period of time, the Builder will make the affected condition comply with the performance standard and seek redress from the manufacturer.
- (c) Workmanship and Materials Warranty and Performance Standards. Workmanship and materials in residential construction or residential improvements are warranted to perform to the performance standards that are set forth in this warranty for the minimum period established in subsection (a) paragraph (1) of this section, unless a greater period of warranty is agreed to by the parties.
- (d) Delivery Systems Warranty and Performance Standards. Plumbing, electrical, heating and air-conditioning delivery systems in residential construction and residential improvements shall be warranted to perform to the performance standards that are set forth in this warranty for the minimum period established in subsection (a) paragraph (2) of this section, unless a greater period of warranty is agreed to by the parties.
- (e) Structural Components Warranty and Performance Standards. Major structural components in residential construction and residential improvements shall be warranted to perform to the performance standards set forth herein for the minimum period established in subsection (a) paragraph (3) of this section, unless a greater period of warranty is agreed to by the parties.
- (f) Effective Date of Warranties.
 - (1) Unless otherwise provided by a written agreement between the Builder and the initial homeowner or by a manufacturer, a warranty period as described in this section for a new home begins on the earlier of the date of occupancy or transfer of title from the Builder to the initial homeowner.
 - (2) A warranty period as described in this section for an improvement other than a new home or for a partially built home, which by agreement between the homeowner and the Builder, someone other than the Builder will complete, begins on the date the improvement is substantially completed or the terms of the construction contract are substantially fulfilled.

§ 4. Performance Standards for Foundations and Slabs

- (a) Performance Standards for Raised Floor Foundations or Crawl Spaces.
 - (1) A crawl space shall be graded and drained properly to prevent surface run-off from accumulating deeper than two inches in areas 36 inches or larger in diameter. Exterior drainage around perimeter crawl space wall shall not allow water to accumulate within ten feet of the foundation for more than 24 hours after a rain except in a sump that drains other areas. The homeowner shall not modify improperly the existing grade or allow water from an irrigation system to cause water to accumulate excessively under the foundation. The homeowner shall not allow landscape plantings to interfere with proper drainage away from the foundation. The homeowner shall not use the crawl space for storage of any kind.
 - (2) Water shall not enter through the basement or crawl space wall or seep through the basement floor. The homeowner shall not modify improperly the existing grade or allow water from an irrigation system to cause water to accumulate excessively near the foundation. The homeowner shall not allow landscape plantings to interfere with proper drainage away from the foundation.

- (b) Performance Standards for Concrete Slab Foundations, excluding Finished Concrete Floors.
 - (1) Concrete floor slabs in living spaces that are not otherwise designed with a slope for drainage, such as a laundry room, shall not have excessive pits, depressions or unevenness equal to or exceeding 3/8 of an inch in any 32 inches and shall not have separations or cracks that equal or exceed 1/8 of an inch in width or 1/16 of an inch in vertical displacement.
 - (2) Concrete slabs shall not have protruding objects, such as a nail, rebar or wire mesh.
 - (3) A separation in an expansion joint in a concrete slab shall not equal or exceed 1/4 of an inch vertically or one inch horizontally from an adjoining section.
- (c) Performance Standards for Exterior Concrete including Patios, Stem Walls, Driveways, Stairs or Walkways.
 - (1) Concrete corners or edges shall not be damaged excessively due to construction activities.
 - (2) A crack in exterior concrete shall not cause vertical displacement equal to or in excess of 1/4 of an inch or horizontal separation equal to or excess of 1/4 of an inch. The homeowner shall not over-water surrounding soil or allow the surrounding soil to become excessively dry. The homeowner shall not allow heavy equipment to be placed on the concrete.
 - (3) The finish on exterior concrete shall not be excessively smooth, so that the surface becomes slippery. A concrete surface that has been designed to be smooth is excepted from this performance standard.
 - (4) Exterior concrete shall not contain a protruding object, such as a nail, rebar or wire mesh.
 - (5) A separation in an expansion joint in an exterior concrete shall not equal or exceed 1/2 of an inch vertically from an adjoining section or one inch horizontally, including joint material.
 - (6) A separation in a control joint shall not equal or exceed 1/4 of an inch vertically or 1/2 of an inch horizontally from an adjoining section.
 - (7) Concrete stair steepness and dimensions, such as tread width, riser height, landing size and stairway width shall comply with the Code.
 - (8) Handrails shall remain securely attached to concrete stairs.
 - (9) Concrete stairs or stoops shall not settle or heave in an amount equal to or exceeding 3/8 of an inch. Concrete stairs or stoops shall not separate from the home in an amount equal to or exceeding one inch, including joint material.
 - (10) A driveway will not have a negative slope unless due to site conditions, unless it has swales or drains properly installed to prevent water from entering into the garage. If a driveway is sloped such that it allows water to enter the garage in normal weather conditions, the Builder shall take such action as is necessary to prevent water from entering the garage due to driveway slope.
 - (11) Concrete floor slabs in detached garages, carports or porte-cocheres shall not have excessive pits, depressions, deterioration or unevenness. Separations or cracks in these slabs shall not equal or exceed 3/16 of an inch in width, except at expansion joints, or 1/8 of an inch in vertical displacement.
 - (12) Plaster over concrete shall not flake off more than one square foot in one spot within 36 square inches or more than 3 feet over the entire surface of the home.

§ 5. Performance Standards for Framing

- (a) Building and Performance Standard for Walls.
 - (1) Walls shall not bow or have depressions that equal or exceed 1/4 of an inch out of line within any 32-inch horizontal measurement as measured from the center of the bow or depression or 1/2 of an inch within any eight-foot vertical measurement.
 - (2) Walls shall be level, plumb and square to all adjoining openings or other walls within 3/8 of an inch in any 32inch measurement.
 - (3) A crack in a beam or a post shall not equal or exceed 1/2 of an inch in width at any point along the length of the crack.
 - (4) A non-structural post or beam shall not have a warp or twist equal or exceeding one inch in eight-feet of length. Warping or twisting shall not damage beam pocket.
 - (5) Exterior sheathing shall not delaminate or swell. The homeowner shall not make penetrations in the exterior finish of a wall that allow moisture to come in contact with the exterior sheathing.
 - (6) An exterior moisture barrier shall not allow an accumulation of moisture inside the barrier. The homeowner shall not make penetrations through the exterior moisture barrier that permit the introduction of moisture inside the barrier.
- (b) Performance Standards for Ceilings. A ceiling shall not bow or have depressions that equal or exceed 1/2 of an inch out of line within a 32-inch measurement as measured from the center of the bow or depression running parallel with a ceiling joist.
- (c) Performance Standards for Sub-floors.
 - (1) Under normal residential use, the floor shall not make excessive squeaking or popping sounds.
 - (2) Sub-floors shall not delaminate or swell to the extent that it causes observable physical damage to the floor covering or visually affects the appearance of the floor covering. Exposed structural flooring, where the structural flooring is used as the finished flooring, is excluded from the standard stated in this paragraph.
 - (3) Sub-flooring shall not have excessive humps, ridges, depressions or slope within any room that equals or exceeds 3/8 of an inch in any 32-inch direction.
- (d) Performance Standards for Stairs.
 - (1) Stair steepness and dimensions such as tread width, riser height, landing size and stairway width, shall comply with the Code.
 - (2) Under normal residential use, stairs shall not make excessive squeaking or popping sounds.
- § 6. Performance Standards for Drywall
 - (a) A drywall surface shall not have a bow or depression that equals or exceeds 1/4 of an inch out of line within any 32inch horizontal measurement as measured from the center of the bow or depression or 1/2 of an inch within any eight-foot vertical measurement; such measurement to be made utilizing a straight-edge which is held reasonably parallel to the plane of the wall or ceiling surface.

- (b) A ceiling made of drywall shall not have bows or depressions that equal or exceed 1/2 of an inch out of line within a 32-inch measurement as measured from the center of the bow or depression running parallel with a ceiling joist or within 1/2 of an inch deviation from the plane of the ceiling within any eight-foot measurement; such measurement to be made utilizing a straight-edge which is held reasonably parallel to the plane of the wall or ceiling surface.
- (c) A drywall surface shall not have a crack such that any crack equals or exceeds 1/32 of an inch in width at any point along the length of the crack.
- (d) Crowning at a drywall joint shall not equal or exceed 1/4 of an inch within a twelve-inch measurement centered over the drywall joint. Crowning occurs when a drywall joint is higher than the plane of the drywall board on each side.
- (e) A drywall surface shall not have surface imperfections such as blisters, cracked corner beads, seam lines, excess joint compound or trowel marks that are visible from a distance of six feet or more in normal light. Minor variations in the 'splatter' or 'drag' appearance of texture which are the result of the original installation or subsequent repair work, visible from any distance, are not considered to be warrantable defects under this warranty.
- (f) A drywall surface shall not be out of level (horizontal), plumb (vertical) or square (perpendicular at a 90-degree angle) such that there are variations in those measurements to wall or surface edges at any opening, corner, sill, shelf, etc. shall not equal or exceed 3/8 of an inch in any 32-inch measurement along the wall or surface. This standard shall not apply to remodeling projects where existing conditions do not permit the Builder to achieve the performance standard. At or about the time of discovery of such a preexisting condition, a remodeler shall notify the homeowner, in writing, of any existing condition that prevents achievement of the standard. Accumulations of drywall compound in wall corners, at wallboard joints or outside corners, and at door, window or built-in cabinet openings, may not be the sole determinant that a wall or ceiling section is out of plumb or square.
- (g) Nails or screws shall not be visible in a drywall surface from a distance of 6 feet under normal lighting conditions.

§ 7. Performance Standards for Insulation

- (a) Insulation shall be installed in the walls, ceilings and floors of a home in accordance with the building plan and specifications and the Code.
- (b) Blown insulation in the attic shall not displace or settle so that it reduces the R-value below manufacturer's specifications, the building plans and the Code.
- (c) A gap equal to or in excess of 1/4 of an inch between insulation batts or a gap between insulation batts and framing members is not permitted.
- (d) Insulation shall not cover or block a soffit vent to the extent that it blocks the free flow of air.

§ 8. Performance Standards for Exterior Siding and Trim

- (a) Performance Standards for Exterior Siding.
 - (1) Exterior siding shall be equally spaced and properly aligned. Horizontal siding shall not equal or exceed 1/2 of an inch off parallel with the bottom course or 1/4 of an inch off parallel with the adjacent course from corner to corner.

- (2) Siding shall not gap or bow. A siding end joint shall not have a gap that leaks or that equals or exceeds 1/4 of an inch in width. Siding end joint gaps shall be caulked. A bow in siding shall not equal or exceed 3/8 of an inch out of line in a 32-inch measurement.
- (3) Nails shall not protrude from the finished surface of siding but nail heads may be visible on some products where allowed by the manufacturer's specifications.
- (4) Siding shall not have a nail stain.
- (5) Siding and siding knots shall not become loose or fall off.
- (6) Siding shall not delaminate.
- (7) Siding shall not cup in an amount equal to or exceeding 1/4 of an inch in a six-foot run.
- (8) Siding shall not have cracks or splits that equal or exceed 1/8 of an inch in width.
- (b) Performance Standards for Exterior Trim.
 - (1) A joint between two trim pieces or between a trim piece and the adjoining material shall not have a separation that is equal to or exceeding 1/4 of an inch in width. All trim joints shall be caulked and shall not leak.
 - (2) Exterior trim and eave block shall not warp in an amount equal to or exceeding 1/2 of an inch in an eight-foot run.
 - (3) Exterior trim and eave block shall not cup in an amount equal to or in excess of a 1/4 of an inch in a six-foot run.
 - (4) Exterior trim and eave block shall not have cracks or splits equal to or in excess of 1/8 of an inch in average width.
 - (5) Trim shall not have nails that completely protrude through the finished surface of the trim but nail heads may be visible on some products. Some products specify that the nails be flush with the trim surface. When these products are used, visible nail heads are not considered protruding nails as long as they are painted over.
 - (6) Trim shall not have a nail stain.
- § 9. Performance Standards for Masonry including Brick, Block and Stone
 - (a) A masonry wall shall not bow in an amount equal to or in excess of one inch when measured from the base to the top of the wall. The standard set forth in this subsection does not apply to natural stone products.
 - (b) A masonry unit or mortar shall not be broken or loose.
 - (c) A masonry mortar crack shall not equal or exceed 1/8 of an inch in width.
 - (d) A masonry unit or mortar shall not deteriorate.
 - (e) Masonry shall not have dirt, stain or debris on the surface due to construction activities.
 - (f) A gap between masonry and adjacent material shall not equal or exceed 1/4 of an inch in average width and all such gaps shall be caulked.
 - (g) Mortar shall not obstruct a functional opening, such as a vent, weep hole or plumbing cleanout. The homeowner shall not put any material into weep holes. Weep holes are an integral part of the wall drainage system and must remain unobstructed.

- § 10. Performance Standards for Stucco
 - (a) Stucco surfaces shall not be excessively bowed, uneven, or wavy. This standard shall not apply to decorative finishes.
 - (b) Stucco shall not be broken or loose.
 - (c) Stucco shall not have cracks that equal or exceed 1/8 of an inch in width at any point along the length of the crack. The Builder shall not be responsible for repairing cracks in stucco caused by the homeowner's actions, including but not limited to periodic maintenance, caulking, painting, diversion of water onto the surface of the stucco, attachment of devices to the stucco surface, such as, but not limited to, patio covers, plant holders, awnings and hose racks.
 - (d) The homeowner shall not allow water from irrigation systems to contact stucco finishes.
 - (e) Stucco shall not have dirt, stain or debris on surface due to construction activities.
 - (f) Stucco surfaces shall not have imperfections that are visible from a distance of six feet under normal lighting conditions that disrupt the overall uniformity of the finished pattern.
 - (g) The lath shall not be exposed.
 - (h) A separation between the stucco joints shall not equal or exceed 1/16 of an inch in width.
 - (i) A separation between a stucco surface and adjacent material shall not equal or exceed 1/4 of an inch in width and all separations shall be caulked.
 - (j) Stucco shall not obstruct a functional opening, such as a vent, weep hole or plumbing cleanout.
 - (k) Stucco screed shall have a minimum clearance of at least 4 inches above the soil or landscape surface and at least 2 inches above any paved surface.
 - (I) Exterior Insulation Finish Systems (EIFS) stucco screed shall clear any paved or unpaved surface by 6 inches.
- § 11. Performance Standards for Roofs
 - (a) Flashing shall prevent water penetration. The Builder shall not be responsible for leaks caused by extreme weather.
 - (b) The roof shall not leak.
 - (1) The Builder shall not be responsible for leaks caused by extreme weather.
 - (2) The homeowner shall perform periodic maintenance to prevent leaks due to build-up of debris, snow or ice. The homeowner shall take such action as is necessary to prevent downspouts and gutters from becoming clogged.
 - (c) A vent, louver or other installed attic opening shall not leak. The Builder shall not be responsible for leaks caused by extreme weather.
 - (d) A gutter or downspout shall not leak or retain standing water. After cessation of rainfall, standing water in an unobstructed gutter shall not equal or exceed 1/2 of an inch in depth.
 - (1) The Builder shall not be responsible for leaks caused by extreme weather.
 - (2) The homeowner shall maintain and clean gutters and downspouts to prevent buildup of debris or other obstructions.

- (e) Shingles, tiles, metal or other roofing materials shall not become loose or fall off in wind speeds less than those set forth in the manufacturer's specifications.
- (f) A skylight shall not leak.
- (g) Water shall drain from a built-up roof within two hours after cessation of rainfall. The standard does not require that the roof dry completely within the time period.
- (h) A roof tile shall not be cracked or broken. No shingle shall be broken so that it detracts from the overall appearance of the home.
- (i) A pipe, vent, fireplace or other object designed to penetrate the roof shall not be located within the area of roof valley centerline without proper "cricketing" or other Code-approved water diversion methods.
- (j) The exterior moisture barrier of the roof shall not allow moisture penetration. The homeowner shall not make penetrations through exterior moisture barrier of the roof.
- § 12. Performance Standards for Doors and Windows
 - (a) Performance Standards for Both Doors and Windows.
 - (1) When closed, a door or window shall not allow excessive infiltration of air or dust.
 - (2) When closed, a door or window shall not allow excessive accumulation of moisture inside the door or window.
 - (A) The homeowner shall keep weep holes on windows and doors free of dirt buildup and debris, thereby allowing water to drain properly.
 - (B) Most door and window assemblies are designed to open, close and weep moisture--allow condensation or minor penetration by the elements to drain outside.
 - (3) Glass in doors and windows shall not be broken due to improper installation or construction activities.
 - (4) A screen in a door or window shall fit properly and shall not be torn or damaged due to construction activities. A screen shall not have a gap equal to or exceeding 1/4 of an inch between the screen frame and the window frame.
 - (5) There shall be no condensation between window and door panes in a sealed insulated glass unit. The homeowner shall not apply a tinted window film or coating to window or door panes in sealed insulated glass units.
 - (6) A door or window latch or lock shall close securely and shall not be loose or rattle.
 - (7) A door or window shall operate easily and smoothly and shall not require excessive pressure when opening or closing.
 - (8) A door or window shall be painted or stained according to the manufacturers' specifications.
 - (b) Performance Standards for Windows. A double hung window shall not move more than two inches when put in an open position.
 - (c) Performance Standards for Doors.
 - (1) A sliding door and door screen shall stay on track. The homeowner shall clean and lubricate sliding door or door screen hardware as necessary.

- (2) The spacing between an interior door bottom and original floor covering, except closet doors, shall not exceed 1.5 inches and shall be at least 1/2 of an inch. The spacing between an interior closet door bottom and original floor covering shall not exceed two inches and shall be at least 1/2 of an inch.
- (3) A door shall not delaminate.
- (4) A door panel shall not split so that light from the other side is visible.
- (5) A door shall open and close without binding.
- (6) A door shall not warp to the extent that it becomes inoperable. A warp in a door panel shall not equal or exceed 1/4 of an inch from original dimension measured vertically, horizontally or diagonally from corner to corner.
- (7) A storm door shall open and close properly and shall fit properly.
- (8) When a door is placed in an open position, it shall remain in the position it was placed, unless the movement is caused by airflow.
- (9) A metal door shall not be dented or scratched due to construction activities.
- (d) Performance Standards for Garage Doors.
 - (1) A metal garage door shall not be dented or scratched due to construction activities.
 - (2) A garage door opener, if provided, shall operate properly in accordance with manufacturer's specifications. A homeowner shall maintain tracks, rollers and chains and shall not block or bump sensors to electric garage door openers.
 - (3) A garage door shall not allow excessive water to enter the garage and the gap around the garage door shall not equal or exceed 1/2 of an inch in width.
 - (4) A garage door spring shall operate properly and shall not lose appreciable tension, break or be undersized.
 - (5) A garage door shall remain in place at any open position, operate smoothly and not be off track.
- § 13. Performance Standards for Interior Flooring
 - (a) Performance Standards for Carpet, Vinyl Flooring and Wood Flooring. Performance standards for ceramic tile, flagstone, marble, granite, slate, quarry tile, other hard surface floors, and finished concrete floors, are located in this section.
 - (b) Performance Standards for Carpet.
 - (1) Carpet shall not wrinkle and shall remain tight, lay flat and be securely fastened.
 - (2) Carpet seams may be visible but shall be smooth without a gap or overlap.
 - (3) Carpet shall not be stained or spotted due to construction activities.
 - (c) Performance Standards for Finished Concrete Floor.
 - (1) A finished slab, located in a living space that is not otherwise designed for drainage, shall not have pits, depressions or unevenness that equals or exceeds 3/8 of an inch in any 32 inches. Finished concrete slabs in living spaces that are designed for drainage, such as a laundry room, are excepted from the standards stated in paragraph (1) of this subsection.

- (2) Finished concrete slabs in living spaces shall not have separations, including joints, and cracks that equal or exceed 1/8 of an inch in width or 1/16 of an inch in vertical displacement.
- (d) Performance Standards for Wood Flooring.
 - (1) Wood flooring shall not have excessive humps, depressions or unevenness that equals or exceeds 3/8 of an inch in any 32-inch direction within any room.
 - (2) Wood flooring shall remain securely attached to the foundation or sub-floor unless the wood flooring is designed to be installed without nails, glue, adhesives or fasteners.
 - (3) Wood flooring shall not have open joints and separations that equal or exceed 1/8 of an inch. These standards do not apply to non-hardwood species that contain greater moisture and may shrink after installation or structural floors that are designed to serve as the finished floor. If the floor is designed as a structural finish floor, the Builder must provide a written explanation of the characteristics of that floor to the homeowner prior to the execution of the contract or installation of the product, whichever occurs later.
 - (4) Strips of floorboards shall not cup in an amount that equals or exceeds 1/16 of an inch in height in a three-inch distance when measured perpendicular to the length of the board. This standard does not apply to non-hardwood species that typically shrink after installation or structural floors that are designed to serve as the finished floor. If the floor is designed as a structural finish floor, the Builder must provide a written explanation of the characteristics of that floor to the homeowner.
 - (5) Unless installed as a specialty feature, wood flooring shall not have excessive shade changes or discoloration due to the construction activities of the Builder.
 - (6) Unless installed as a specialty feature, wood flooring shall not be stained, spotted or scratched due to construction activities of the Builder.
- (e) Performance Standards for Vinyl Flooring.
 - (1) Vinyl flooring shall be installed square to the most visible wall and shall not vary by 1/4 of an inch in any six-foot run.
 - (2) The seam alignment in vinyl flooring shall not vary such that the pattern is out of alignment in an amount that equals or exceeds 1/8 of an inch.
 - (3) Vinyl flooring shall remain securely attached to the foundation or sub-floor.
 - (4) A vinyl floor shall not have a depression that equals or exceeds 1/2 of an inch in any six-foot run. If a vinyl floor has a depression that exceeds the standard stated in this paragraph and the depression is due to construction activities, the Builder shall take such action as is necessary to bring the variance within the standard.
 - (5) A vinyl floor shall not have a ridge that equals or exceeds 1/2 of an inch when measured as provided in this paragraph. The ridge measurement shall be made by measuring the gap created when a six-foot straight edge is placed tightly three inches on each side of the defect and the gap is measured between the floor and the straight edge at the other end. If a vinyl floor has a ridge that fails to comply with the standard stated in this paragraph and the ridge is due to construction activities, the Builder shall take such action as is necessary to bring the variance within the standard.
 - (6) Vinyl floor shall not be discolored, stained or spotted due to the construction activities of the Builder.
 - (7) Vinyl flooring shall not be scratched, gouged, cut or torn due to construction activities.
 - (8) Debris, sub-floor seams, nails and/or screws shall not be detectable under the vinyl floor from a distance of three feet or more in normal light.

- (9) Sub-flooring shall not cause vinyl flooring to rupture.
- (10) A seam in vinyl flooring shall not have a separation that equals or exceeds 1/16 of an inch in width. Where dissimilar materials abut, there shall not be a gap equal to or greater than 1/8 of an inch.
- § 14. Performance Standards for Hard Surfaces, including Ceramic Tile, Flagstone, Marble, Granite, Slate, Quarry Tile, Finished Concrete or Other Hard Surfaces
 - (a) Performance Standards for Hard Surfaces Generally.
 - (1) A hard surface shall not break or crack due to construction activities.
 - (2) A hard surface shall remain secured to the substrate.
 - (3) A surface imperfection in floor hard surface shall not be visible from a distance of three feet or more in normal light. A surface imperfection in non-floor hard surface shall not be visible from a distance of two feet or more in normal light. If a hard surface fails to meet the standards stated in this paragraph due to construction activities, the Builder shall take such action as is necessary to bring the variance within the standard.
 - (4) Color variations between field hard surfaces and trim hard surfaces should not vary excessively due to construction activities. Natural products such as flagstone, marble, granite, slate and other quarry tile will have color variation.
 - (5) Hard surface areas shall not leak.
 - (6) The surfaces of two adjacent hard surfaces shall not vary in an amount equal to or exceeding 1/16 of an inch displacement at a joint (lippage) in addition to the actual manufacturing variations of the hard surface, such as warpage or dimensional differences in the hard surfaces, including thickness. If a joint between two hard surfaces fails to meet the performance standard stated in this paragraph (excluding trim pieces), the Builder shall take such action as is necessary to bring the variance within the standard.
 - (7) Hard surface layout or grout line shall not be excessively irregular. Natural products such as flagstone, marble, granite, slate, and other quarry tile will have size variations that may create irregular layouts or grout lines.
 - (8) Hard surface countertops shall be level to within 1/4 of an inch in any six-foot measurement.
 - (9) Hard surface floors located in a living space that is not otherwise designed for drainage, shall not have pits, depressions, or unevenness that equals or exceeds 3/8 of an inch in any 32 inches. Finished hard surface floors located in living spaces that are designed for drainage, such as a laundry room, are excepted from the standards stated in paragraph (1) of this subsection.
 - (b) Performance Standards for Grout.
 - (1) Grout shall not deteriorate.
 - (2) Cracks in grout shall not exceed 1/16 of an inch in width.
 - (3) Grout shall not change shade or discolor excessively due to construction activities.
 - (c) Performance Standards for Concrete Countertops.
 - (1) A concrete countertop shall not have excessive pits, depressions, or unevenness that equal or exceed 1/8 of an inch in any 32-inch measurement.

- (2) A concrete countertop shall not have separations or cracks equal to or exceeding 1/16 of an inch in width or 1/64 of an inch in vertical displacement.
- (3) A finished concrete countertop shall not be stained, spotted or scratched due to construction activities.
- (4) A concrete countertop shall not have a chipped edge that extends beyond 1/16 of an inch from the edge of the countertop due to construction activities.
- (5) A concrete countertop shall not change shade or discolor excessively due to construction activities.
- § 15. Performance Standards for Painting, Stain and Wall Coverings
 - (a) Performance Standards for Caulking. Interior caulking shall not deteriorate or crack excessively.
 - (b) Performance Standards for Painting and Stain.
 - (1) Paint or stain shall not have excessive color, shade or sheen variation. This standard shall not apply to stained woodwork.
 - (2) Paint shall cover all intended surfaces so that unpainted areas shall not show through paint when viewed from a distance of six feet in normal light.
 - (3) Interior paint or stain shall not deteriorate.
 - (4) Exterior paint or stain shall not deteriorate excessively.
 - (5) Paint over-spray shall not exist on any surface for which it was not intended.
 - (6) Interior varnish, polyurethane or lacquer finish shall not deteriorate.
 - (7) Exterior varnish, polyurethane or lacquer finishes shall not deteriorate excessively. Exterior varnish, polyurethane or lacquer finishes that are subject to direct sunlight are excluded from this standard.
 - (8) Interior painted, varnished or finished surface shall not be scratched, dented, nicked or gouged due to construction activities.
 - (9) A paint product shall perform as represented by the manufacturer to meet manufacturer's specifications for washability and/or scrubability.
 - (c) Performance Standards for Wall Coverings.
 - (1) A wall covering shall be properly secured to the wall surface and shall not peel or bubble.
 - (2) Pattern repeats in wall coverings shall match. Wall coverings shall be installed square to the most visible wall. Pattern repeats shall not vary in an amount equal to or exceeding 1/4 of an inch in any six-foot run.
 - (3) A wall covering seam shall not separate or gap.
 - (4) Lumps or ridges in a wall covering shall not be detectable from a distance of six feet or more in normal light.
 - (5) Wall coverings shall not be discolored, stained or spotted due to construction activities.
 - (6) Wall coverings shall not be scratched, gouged, cut or torn due to construction activities.
 - (7) Wall coverings shall perform as represented by the manufacturer to meet manufacturer's specifications for washability and/or scrubability.

§ 16. Performance Standards for Plumbing

- (a) Performance Standards for Plumbing Accessories.
 - (1) A fixture surface shall not have a chip, crack, dent or scratch due to construction activities.
 - (2) A fixture shall not have tarnish, blemishes or stains unless installed as a specialty feature. Fixture finishes that are tarnished, blemished or stained due to high iron, manganese or other mineral content in water are excluded from this standard.
 - (3) A fixture or fixture fastener shall not corrode. A Builder is not responsible for corrosion caused by factors beyond the manufacturer's or the Builder's control, including the homeowner's use of corrosive chemicals or cleaners or corrosion caused by water content.
 - (4) A decorative gas appliance shall be installed in accordance with manufacturer's specifications and when so installed shall function in accordance with manufacturer's representations.
 - (5) Fixtures shall be secure and not loose. The homeowner shall not exert excessive force on a fixture.
 - (6) A fixture stopper shall operate properly and shall retain water in accordance with the manufacturer's specifications.
 - (7) The toilet equipment shall not allow water to run continuously. If toilet equipment allows water to run continuously, the homeowner shall shut off the water supply or take such action as is necessary to avoid damage to the home.
 - (8) A toilet shall be installed and perform in accordance with the manufacturer's specifications. In the event of water spillage, the homeowner shall shut off the water supply and take such action as is necessary to avoid damage to the home.
 - (9) A tub or shower pan shall not crack.
 - (10) A tub or shower pan shall not squeak excessively.
 - (11) A water heater shall be installed and secured according to the manufacturer's specifications and the Code.
 - (12) A waste disposal unit shall be installed and operate according to the manufacturer's specifications.
 - (13) A faucet or fixture shall not drip or leak. This standard does not include drips or leaks due to debris or minerals from the water source, unless it is due to construction activities.
 - (14) A sump pump shall be installed in accordance with the manufacturer's specifications and shall operate properly when so installed.
- (b) Performance Standards for Pipes and Vents.
 - (1) A sewer gas odor originating from the plumbing system shall not be detectable inside the home under conditions of normal residential use. The homeowner shall keep plumbing traps filled with water.
 - (2) A vent stack shall be free from blockage and shall allow odor to exit the home.
 - (3) A water pipe shall not make excessive noise such as banging or hammering repeatedly. A water pipe subject to expansion or contraction of the pipe as warm or cool water flows through the pipe may cause a "ticking" sound temporarily. The standard stated in this subsection does not require a Builder to remove all noise attributable to water flow and pipe expansion.
§ 17. Performance Standards for Heating, Cooling and Ventilation

- (a) Performance Standards for Heating and Cooling.
 - (1) A condensation line shall not be obstructed due to construction activities. The homeowner shall periodically check for the free flow of condensate (water) from the line and clear the line when necessary.
 - (2) A drip pan and drain line shall be installed under a horizontal air handler as per the Code. The homeowner shall periodically check for the free flow of condensate (water) from the line and clear the line when necessary.
 - (3) Insulation shall completely encase the refrigerant line according to Code. The homeowner shall ensure that insulation on the refrigerant line is not damaged or cut due to home maintenance or landscape work.
 - (4) An exterior compressor unit shall be installed in accordance with the manufacturer's instructions and specifications. The bottom of the exterior compressor unit support shall not be below ground level. The homeowner shall ensure that settlement of the exterior compressor unit pad does not occur due to home maintenance, landscape work or excessive water from irrigation.
- (b) Performance Standards for Venting.
 - (1) An appliance shall be vented according to the manufacturer's specifications.
 - (2) Back draft dampers shall be installed and function according to the manufacturer's specifications.
- (c) Performance Standards for Ductwork. Ductwork shall not make excessive noise.
 - (1) The flow of air, including its velocity, or the expansion of ductwork from heating and cooling may cause common "ticking" or "crackling" sounds. The Builder shall have no responsibility for correction in such cases.
 - (2) The homeowner shall not place any object on the ductwork.
- § 18. Performance Standards for Electrical Systems and Fixtures
 - (a) Excessive air infiltration shall not occur around electrical system components or fixtures.
 - (b) A fixture or trim plate shall not be chipped, cracked, dented or scratched due to construction activities.
 - (c) A fixture or trim plate finish shall not be tarnished, blemished or stained due to construction activities.
 - (d) A fixture, electrical box or trim plate shall be installed in accordance with the Code and shall be plumb and level.
 - (e) Fixtures, such as lights, fans and appliances shall operate properly when installed in accordance with the manufacturer's specifications.
 - (f) A smoke detector shall operate according to the manufacturer's specifications and shall be installed in accordance with the Code.
 - (g) An exhaust fan shall operate within the manufacturer's specified noise level.
 - (h) A carbon monoxide detector shall operate according to the manufacturer's specifications and shall be installed in accordance with the Code.

- § 19. Performance Standards for Interior Trim
 - (a) Performance Standards for Trim.
 - (1) An interior trim joint separation shall not equal or exceed 1/8 of an inch in width or shall not separate from adjacent surfaces equal to or in excess of 1/8 inch and all joints shall be caulked or puttied.
 - (2) The interior trim shall not have surface damage, such as scratches, chips, dents, gouges, splits, cracks, warping or cupping that is visible from a distance of six feet or more in normal light due to construction activities.
 - (3) A hammer mark on trim shall not be visible from a distance of six feet or more when viewed in normal light.
 - (4) A nail or nail hole in interior trim shall not be visible from a distance of six feet or more when viewed in normal light.
 - (b) Performance Standards for Shelving. Shelving, rods and end supports shall be installed in accordance with the measurements stated in this subsection. The length of a closet rod shall not be shorter than the actual distance between the end supports in an amount equal to or exceeding 1/4 of an inch. The length of a shelf shall not be shorter than the actual distance between the supporting walls by an amount equal to or exceeding 1/4 of an inch. End supports shall be securely mounted.
 - (c) Performance Standard for Cabinet Doors. Cabinet doors shall open and close with reasonable ease. Cabinet doors shall be even and shall not warp more than 1/4 inch when measured from the face to the point of the furthermost point of the door or drawer front when closed. Some warping, cupping, bowing or twisting is normally caused by surface temperature and humidity changes.
- § 20. Performance Standards for Mirrors, Interior Glass and Shower Doors
 - (a) A mirror, interior glass or shower door shall not be loose and shall be securely mounted or attached to the supporting surface. Fixtures, such as towel bars or door handles, shall be securely mounted.
 - (b) A mirror, interior glass or shower door shall not be damaged due to construction activities.
 - (c) A shower door shall not leak due to Builder or construction activities.
 - (d) Imperfections in a mirror or shower door shall not be visible from a distance of two feet or more when viewed in normal light.
 - (e) When opening and closing, a shower door shall operate easily and smoothly without requiring excessive pressure.
- § 21. Performance Standards for Hardware and Ironwork
 - (a) Performance Standards for Hardware.
 - (1) Hardware finishes shall not be tarnished, blemished, corroded or stained due to construction activities, unless the finish is installed as a specialty feature. The Builder is not responsible for tarnished, blemished, or stained hardware finishes that have been damaged by factors that are beyond the manufacturer's or the Builder's control such as the homeowner's use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to outdoor elements such as salt air or humidity.
 - (2) Hardware shall function properly, without catching binding or requiring excessive force to operate.

- (3) Hardware shall not be scratched, chipped, cracked or dented due to construction activities.
- (4) Hardware shall be installed securely and shall not be loose. The homeowner shall not exert excessive force on hardware.
- (b) Performance Standards for Interior Ironwork.
 - (1) Interior ironwork shall not rust.
 - (2) The Builder is not responsible for ironwork finishes that rust due to factors that are beyond the manufacturer's or the Builder's control such as the homeowner's use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to humidity.
- § 22. Performance Standards for Countertops and Backsplashes
 - (a) Performance Standards for Countertops and Backsplashes Generally.
 - (1) A countertop or backsplash shall be secured to substrate in accordance with manufacturer's specifications.
 - (2) For non-laminate countertops and backsplashes, the joints between countertop surfaces, between the countertop surface and the backsplash or side-splash and between adjoining backsplash panels may be visible, but shall not separate.
 - (3) Countertops shall be level to within 1/4 of an inch in any six-foot measurement.
 - (4) A countertop surface or edge shall not be damaged, broken, chipped or cracked due to construction activities.
 - (5) A countertop shall not bow or warp in an amount equal to or exceeding 1/16 of an inch per lineal foot.
 - (6) Counter and vanity top material should not delaminate.
 - (b) Performance Standards for Laminate Countertops and Backsplashes.
 - (1) Laminate countertops and backsplashes shall not delaminate and shall remain securely attached to the substrate. Delamination is the separation of the finish surface veneer from the substrate material.
 - (2) A seam in a laminate countertop or backsplash may be visible but shall not be separated or displaced.
 - (3) A surface imperfection in a laminate countertop or a backsplash shall not be visible from a distance of three feet or more when viewed in normal light due to construction activities.
- § 23. Performance Standards for Fireplaces
 - (a) A refractory panel shall not crack or separate. The homeowner shall not use synthetic logs or other materials if not approved by the manufacturer.
 - (b) A fireplace door shall operate properly. Fireplace doors shall meet evenly and shall not be out of alignment from one another in an amount equal to or exceeding 1/8 of an inch in any direction.
 - (c) A fireplace shall not have a gas leak.
 - (d) Gas logs shall be positioned in accordance with the manufacturer's specifications. The homeowner shall not incorrectly reposition or relocate the logs after the original placement. The homeowner shall not place the logs in a manner that does not allow the flame to flow through the logs according to the manufacturer's specifications.

(e) A crack in masonry hearth or facing shall not be equal to or exceed 1/4 of an inch in width.

(f) A fireplace or chimney shall draw properly.

- (g) A firebox shall not have excessive water infiltration under normal weather conditions.
- (h) A fireplace fan shall not exceed the noise level established by the manufacturer's specifications.

§ 24. Performance Standards for Irrigation Systems

- (a) An irrigation system shall not leak, break or clog due to construction activities or due to soil settlement.
- (b) An irrigation system shall be installed such that sprinkler coverage shall be complete and water shall not spray an unintended area due to construction activities.
- (c) The irrigation system control shall operate in accordance with manufacturer's specifications. The Builder shall provide the homeowner with instructions on the operation of the irrigation system at closing.

§ 25. Performance Standards for Fencing

- (a) A fence shall not fall over and shall not lean in excess of two inches out of plumb due to construction activities.
- (b) A wood fence board shall not be broken due to construction activities. Wood fence board shall not become detached from the fence due to construction activities of the Builder.
- (c) A masonry unit or mortar in a fence shall not be broken or loose. A crack in a masonry unit shall not occur. A crack in the mortar shall not equal or exceed 1/8 of an inch in width.
- (d) A masonry wall shall have adequate weep holes in the lowest course as required by the Code to allow seepage to pass through the wall.

§ 26. Performance Standards for Yard Grading

- (a) Yards shall have grades, swales and/or other measures that provide for proper drainage in accordance with the Code, governmental regulations or otherwise in accordance with an applicable drainage and grading plan, if any. The homeowner shall maintain the drainage pattern and protect the grading contours from erosion, blockage, oversaturation or any other changes. The possibility of standing water, not immediately adjacent to the foundation but in the yard, after prolonged or an unusually heavy rainfall event should be anticipated by the homeowner.
- (b) Settling or sinking of soil shall not interfere with the drainage patterns of the lot or have a vertical depth of six inches or more.
- § 27. Performance Standards for Pest Control. Eave returns, truss blocks, attic vents and roof vent openings shall not allow rodents, birds, and other similar pests into home or attic space.

- § 28. Performance Standards for Electrical Delivery Systems
 - (a) Performance Standards for Electrical Wiring.
 - (1) Electrical wiring installed inside the home shall be installed in accordance with the Code and any other applicable electrical standards and shall function properly from the point of demarcation, as determined by the respective utility. The Builder shall not be responsible for utility improvements from the meter/demarcation point to the utility poles or the transformer.
 - (2) Electrical wiring shall be capable of carrying the designated load as set forth in the Code. All electrical equipment shall be used for the purposes and/or capacities for which it was designed and in accordance with manufacturer's specifications.
 - (b) Performance Standards for the Electrical Panel, Breakers and Fuses.
 - (1) The electrical panel and breakers shall have sufficient capacity to provide electrical service to the home during normal residential usage. The Builder is not responsible for electrical service interruptions caused by external conditions such as power surges, circuit overloads and electrical shorts.
 - (2) The electrical panel and breakers shall have sufficient capacity to provide electrical service to the home during normal residential usage such that a circuit breaker shall not trip and fuses shall not blow repeatedly under normal residential electric usage. The Builder is not responsible for circuit breaker trips or blown fuses that have functioned as designed to protect the home from external conditions such as power surges, circuit overloads and shorts.
 - (c) Performance Standards for Electric Outlets with Ground Fault Interrupters.
 - (1) Electrical outlets with ground fault interrupters shall be installed and operate in accordance with the Code and manufacturer's specifications. If ground fault interrupters trip repeatedly under normal residential usage, the Builder shall take such action as is necessary to ensure that the electrical outlets with ground fault interrupters are installed in accordance with the Code and manufacturer's instructions and specifications and that they operate properly during normal residential electrical usage.
 - (2) The homeowner shall not plug appliances that require constant electrical flow, such as refrigerators and freezers, into an outlet with a ground fault interrupter.
 - (d) Performance Standards for Fixtures, Outlets, Doorbells and Switches.
 - (1) An outlet, doorbell or switch shall be installed in accordance with the manufacturer's specifications and the Code and shall operate properly when installed in accordance with the manufacturer's specifications and the Code.
 - (2) A fixture, electrical box or trim plate shall be installed in accordance with the Code and manufacturer's specifications and shall be properly secured to the supporting surface.
 - (3) A light shall not dim, flicker or burn out repeatedly under normal circumstances. A lighting circuit shall meet the Code.
 - (e) Performance Standards for Wiring or Outlets for Cable Television, Telephone, Ethernet or Other Services.
 - (1) Wiring or outlets for cable television, telephone, ethernet or other services shall be installed in accordance with the Code and any applicable manufacturer's specifications. A Builder is not responsible for the failure of wiring or other utility service connectors or conduits that begin before the point at which the service enters the home.
 - (2) Wiring or outlets for cable television, telephone, ethernet or other services inside the home or on the home side of the meter/demarcation point shall function properly when installed in accordance with the performance

standard in paragraph (1) of this subsection. A Builder is not responsible for the failure of wiring or other utility service connectors or conduits that begin before the point at which the service enters the home.

§ 29. Performance Standards for Plumbing Delivery Systems

- (a) Performance Standards for Pipes including Water and Gas Pipes, Sewer and Drain Lines, Fittings and Valves but not including pipes included in a Landscape Irrigation System.
 - (1) Pipes shall be installed and insulated in accordance with the Code and manufacturer's specifications.
 - (A) If a water pipe bursts, the Builder shall take such action as is necessary to bring the variance within the standard stated in paragraph (1) of this subsection.
 - (B) The homeowner is responsible for insulating and protecting exterior pipes and hose bibs from freezing weather and for maintaining a reasonable temperature in the home during periods of extremely cold weather. The homeowner is responsible for maintaining a reasonable internal temperature in a home regardless of whether the home is occupied or unoccupied and for periodically checking to ensure that a reasonable internal temperature is maintained.
 - (2) A water pipe shall not leak. The homeowner shall shut off water supply immediately if such is required to prevent further damage to the home.
 - (3) A gas pipe shall not leak, including natural gas, propane or butane gas. If a gas pipe is leaking, the homeowner shall shut off the source of the gas if the homeowner can do so safely.
 - (4) Water pressure shall not exceed 80 pounds per square inch in any part of the water supply system located inside the home. Minimum static pressure at the building entrance for either public or private water service shall be 40 pounds per square inch in any part of the water supply system. This standard assumes the public or community water supply reaches the home side of the meter at 40 pounds per square inch. The Builder is not responsible for water pressure variations originating from the water supply source.
 - (5) A sewer, drain, or waste pipe shall not become clogged or stopped up due to construction activities.
 - (A) The Builder shall take such action as is necessary to unclog a sewer, drain or waste pipe that is clogged or stopped up due to construction activities.
 - (B) The homeowner shall shut off water supply immediately if such is required to prevent damage to the home.
- (b) Performance Standards for Individual Wastewater Treatment Systems. A wastewater treatment system should be capable of properly handling normal flow of household effluent in accordance with the Texas Commission on Environmental Quality requirements.
 - (1) The Builder shall take such action as is necessary for the wastewater treatment system to perform within the standard stated in this subsection.
 - (2) The Builder is not responsible for:
 - (A) system malfunctions or damage due to the addition of a fixture, equipment, appliance or other source of waste or water into the septic system by a person other than the Builder or a person working at the Builder's direction; or
 - (B) malfunctions or limitations in the operation of the system attributed to a design restriction imposed by state, county or local governing agencies; or

(C) malfunctions caused by freezing, soil saturation, soil conditions, changes in ground water table or any other acts of nature.

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

(a) A refrigerant line shall not leak. Condensation on a refrigerant line is not a leak.

- (b) Performance Standards for Heating and Cooling Functions.
 - (1) A heating system shall produce an inside temperature of at least 68-degrees Fahrenheit as measured two feet from the outside wall of a room at a height of three feet above the floor under local outdoor winter design conditions as specified in the Code. Temperatures may vary up to 4-degrees Fahrenheit between rooms but no less than the standard set forth above in paragraph (1) of this subsection. The homeowner's changes made to the size or configuration of the home, the heating system or the ductwork shall negate the Builder's responsibility to take measures to meet this performance standard.
 - (2) An air-conditioner system shall produce an inside temperature of at most 78-degrees Fahrenheit as measured in the center of a room at height of five feet above the floor, under local outdoor summer design conditions as specified in the Code. This standard does not apply to evaporative or other alternative cooling systems or if the homeowner makes changes to the size or configuration of the home, the air-conditioning system or the ductwork. Internal temperatures may vary up to 4-degrees Fahrenheit between rooms but no more than the standard set forth above in paragraph (2) of this subsection.
 - (3) A thermostat reading shall not differ by more than 4-degrees Fahrenheit from the actual room temperature taken at a height of five feet above the floor in the center of the room where the thermostat is located. The stated performance standard is related to the accuracy of the thermostat and not to the performance standard of the room temperature.
 - (4) Heating and cooling equipment shall be installed and secured according to the manufacturer's instructions and specification and shall not move excessively.
- (c) Performance Standards for Vents, Grills or Registers.
 - (1) A vent, grill or register shall operate easily and smoothly when applying normal operating pressure. If a vent, grill or register does not operate easily and smoothly when applying normal pressure when adjusting, the Builder shall repair the vent, grill or register so that it operates with ease of use when applying normal operating pressure.
 - (2) A vent, grill or register shall be installed in accordance with the Code and manufacturer's instructions and specifications and shall be secured to the underlying surface.
- (d) Performance Standards for Ductwork.
 - (1) Ductwork shall be insulated in unconditioned areas according to Code.
 - (2) Ductwork shall be secured according to the manufacturer's instructions and specifications and it shall not move excessively.
 - (3) Ductwork shall be sealed and shall not separate or leak in excess of the standards set by the Code.

- § 31. Performance Standards for Major Structural Components
 - (a) Performance Standards for Slab Foundations.
 - (1) Slab foundations should not move differentially after they are constructed, such that a tilt or deflection in the slab in excess of the standards defined below arises from post-construction movement. The protocol and standards for evaluating slab foundations shall follow the ASCE Guidelines with the following modifications:
 - (A) Overall deflection from original construction shall be no greater than the overall length over which the deflection occurs divided by 360 (L/360) and must not have more than one associated symptom of distress, as described in Section 5 of the ASCE Guidelines, that results in actual observable physical damage to the home. L shall be defined as the edge to edge distance across any slab cross-section for which overall deflection is calculated. Calculations of overall deflection shall be based upon the change in elevation at each point for which an Original Construction Elevation was taken.
 - (B) The slab shall not tilt after construction in excess of one percent across any overall dimension of the home or cause structural component(s) or masonry veneer to rotate into a structurally unstable position such that the weight vector of the component part falls outside the middle third of its bearing area. Calculations of tilt shall be based upon the change in elevation at each point for which an Original Construction Elevation was taken.
 - (2) If measurements and associated symptoms of distress show that a slab foundation does not meet the deflection or tilt standards stated in paragraph (1) of this subsection, the Builder shall implement the recommendations of a Texas licensed Professional Engineer, which shall be based on the appropriate remedial measures as described in Section 7 of the ASCE Guidelines.
 - (b) Performance Standards for Major Structural Components of a Home other than Slab Foundations.
 - (1) Floor over pier and beam foundations.
 - (A) A floor over pier and beam foundation shall not deflect more than L/360 from original construction and have that movement create actual observable physical damage to the components of the home identifiable in Section 5.3 of the ASCE Guidelines. L shall be defined as the edge to edge distance across any slab crosssection for which overall deflection is calculated. Calculations of overall deflection shall be based upon the change in elevation at each point for which an Original Construction Elevation was taken.
 - (B) If a floor over pier and beam foundation deflects more than L/360 from its original construction elevation and the movement has created actual observable physical damage to the components of a home identifiable in Section 5.3 of the ASCE Guidelines, the Builder shall implement the recommendations of a Texas licensed Professional Engineer, which shall be based on applicable remedial measures as described in Section 7 of the ASCE Guidelines.
 - (2) Structural components.
 - (A) A defined structural component, other than the concrete elements of a slab foundation, shall not crack, bow, become distorted or deteriorate, such that it compromises the structural integrity of a home or the performance of a structural system of the home resulting in actual observable physical damage to a component of the home.
 - (B) If a structural component of a home, other than the concrete elements of a slab foundation, cracks, bows, is distorted or deteriorates such that it results in actual observable physical damage to a component of the home, the Builder shall take such action as is necessary to repair, reinforce or replace such structural

component to restore the structural integrity of the home or the performance of the affected structural system.

- (3) Deflected structural components.
 - (A) A structural component, other than the foundation, shall not deflect more than the ratios allowed by the Code.
 - (B) If a structural component of the home, other than the foundation, is deflected more than the ratios allowed by the Code, the Builder shall repair, reinforce or replace such structural component to restore the structural integrity of the home or the performance of the affected structural system.
- (4) Damaged structural components.
 - (A) A structural component, other than the foundation, shall not be so damaged that it compromises the structural integrity or performance of the affected structural system.
 - (B) If a structural component, other than the foundation, is so damaged that it compromises the structural integrity or performance of a structural system of the home, the Builder shall take such action as is necessary to repair, reinforce or replace such structural component to restore the structural integrity of the home or the performance of the affected structural system.
- (5) Separated structural components.
 - (A) A structural component, other than the foundation, shall not separate from a supporting member more than 3/4 of an inch or such that it compromises the structural integrity or performance of the system.
 - (B) If a structural component, other than the foundation, is separated from a supporting member more than 3/4 of an inch or separated such that it compromises the structural integrity or performance of a structural system of the home, the Builder shall take such action as necessary to repair, reinforce or replace such structural component to re-establish the connection between the structural component and the supporting member, to restore the structural integrity of the home and the performance of the affected structural system.
- (6) Non-performing structural components. A structural component, other than the foundation, shall function as required by the Code.