



D·R·HORTON FOUNDATIONS MANUAL

D·R·HORTON® DHI
Listed
NYSE
America's Builder
BUILDER STORY

The companies that comprise the D.R. Horton family of builders are dedicated to building quality crafted, distinctive homes across the United States. This family of builders has developed a reputation for high quality homes with features and amenities other builders often consider options or upgrades. The flexible home designs, attention to detail and affordable pricing are what make D.R. Horton a national leader in the residential home building industry.

D.R. Horton's detached, single-family homes are priced from \$90,000 to over \$900,000. The company has defined itself in the industry through its pursuit of quality and its unique ability to offer customers the features and amenities they look for in a new home. Home designs are created by award winning architects to appeal to the tastes and desires of the local community. By taking advantage of the national purchasing power generated by building thousands of homes each year, the Companies of D.R. Horton often are able to offer exclusive features to each homebuyer at an affordable price.

Courteous customer service is another characteristic which makes buying a new home from D.R. Horton a smart decision. D.R. Horton and its staff of professionals are dedicated to prompt, polite response to homebuyers' requirements and needs. This philosophy has resulted in a reputation that leads to significant repeat referral business.

A Family Business

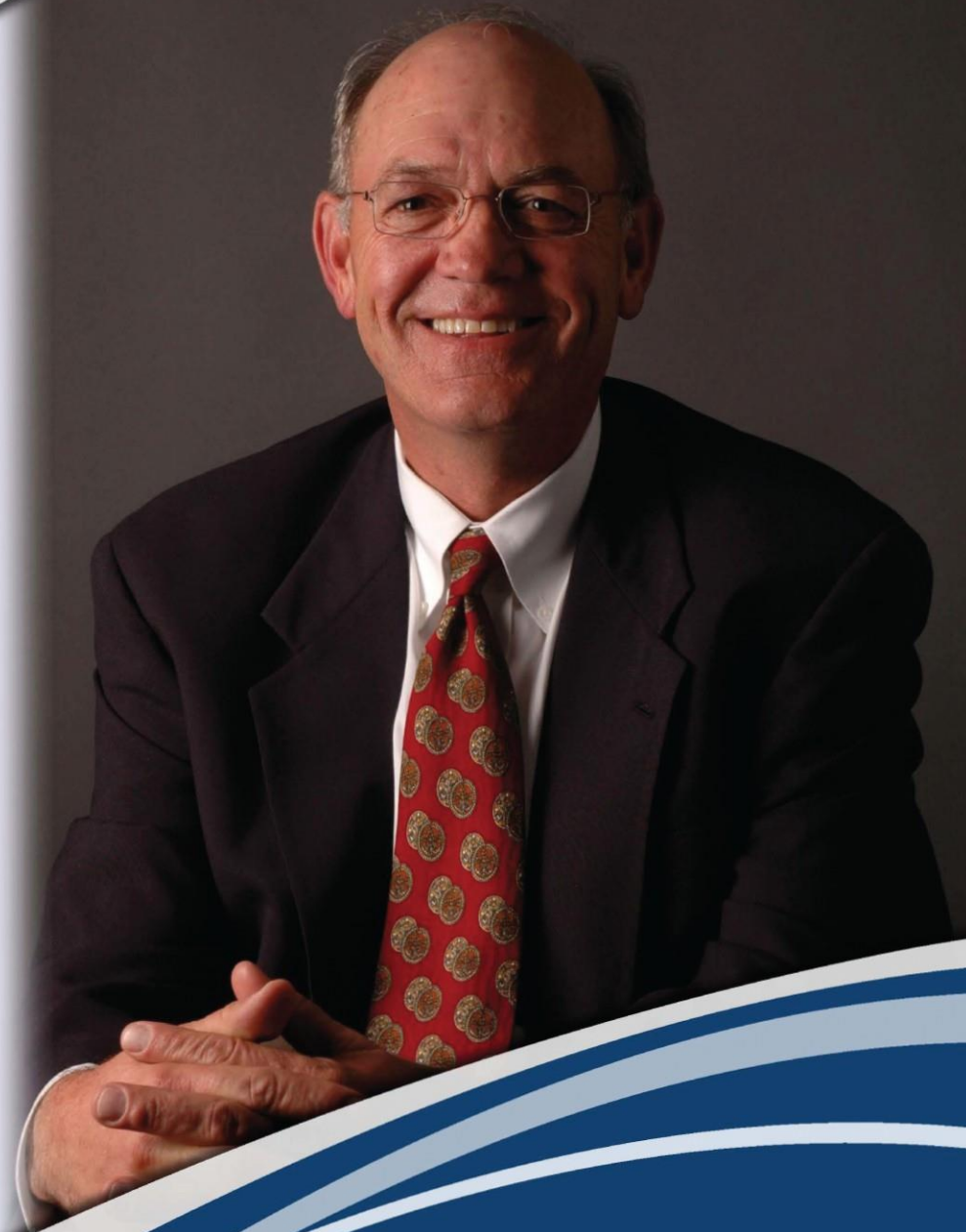
D.R. Horton was founded as a family business, and it is this spirit that prevails among all the dedicated professionals as they come together to ensure the success and stability of your investment. The cooperation of sales, construction, warranty, development and office staff is proof that the family spirit is alive and growing at D.R. Horton.

Diversifying into Top Markets

Donald R. Horton began his own construction business in 1978 in the Dallas/Fort Worth metroplex. In 1987, D.R. Horton began expanding its operations by seeking out the nation's most active homebuilding markets. Since 1987, the company has geographically diversified into 85 markets and 27 states across the United States. Additionally, D.R. Horton provides mortgage and title insurance services in many of its markets.

Financial Stability

D.R. Horton, Inc. is traded on the New York Stock Exchange (DHI), and its outstanding financial performance has earned the company a place as one of the industry leaders in revenue and earnings growth. By offering a piece of the "American Dream", D.R. Horton has grown to over \$5.9 billion in stockholders' equity, which emphasizes the financial commitment and stability D.R. Horton provides its homebuyers.





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WHAT TO EXPECT

What Happens next?

An Overview of Your new Home Manual

Purchasing a new home is an exciting experience. The process is also complex, with many details to be decided and arranged. While D.R. Horton is building your new home, you participate by taking care of several important aspects of your purchase.

The chronological list that follows outlines the events that typically take place in the purchase of a new home. If a time frame is specified, your prompt response is vital in order to deliver your home on schedule.

Section 2 – Purchasing your Home

The purchase agreement, and various addenda, constitutes the legal contract regarding the purchase of your new home. Please read the purchase agreement and all attachments carefully. As with any legal agreement, you may wish to have your attorney review them. Once all paperwork is signed, we suggest you insert those documents in Section 2 of this manual, Purchasing Your Home.

Section 3 – Your New Home Selections

New Home Selections, Section 3 of this manual, will assist you in the exciting process of personalizing your new home with the selections and options available to you at your upgrades and colors meeting. If construction has begun on the home you are purchasing, new home selections may be limited by the stage of construction. Ask your D.R. Horton Representative for details and pay special attention to the references to a spec home in this section. Please bring this manual to any meetings.

Section 4 – Construction of Your Home

We expect and welcome your visits to the site. Please read Section 4, Construction of Your Home, for guidelines on safety, security, and work in progress.

Section 5 – Homeowner Orientation

The homeowner orientation has two purposes:

The first is to demonstrate the features of your home and discuss maintenance and our 1-year warranty program. We will also outline our 10 year limited warranty provided through RWC – Residential Warranty Corporation.

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Equally important, we want to confirm that we have delivered your new home at the quality level shown in our model homes and with all your selections correctly installed. For detailed information, please review Section 5, Homeowner Orientation.

Section 6 – Closing Your Home

Closing on Your Home, Section 6 of this manual describes the documents you will sign and other important details about the closing process. We have included guidelines to assist you in preparing for closing and move-in.

Your Feedback and Suggestions

Our desire to maintain open communication with you extends through the buying process and after the move-in. In an effort to improve the product and service we provide, we welcome your comments on how we've performed. We survey our customers at closing. Our goal is to build the best home and the best customer relationship as possible. Your feedback is vital and helps us reach that goal.

As time passes, if your housing needs change, we are ready at any time to build you another home. We also appreciate your referrals. Our office is always happy to provide you with information on where we are currently building and the products we offer.



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PURCHASING YOUR HOME

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Purchasing Your Home

Several standard forms associated with a home purchase are signed, or discussed when you buy your new home. These include the purchase agreement and several addenda, and forms that you will be using during the completion of your home. All parties must sign all forms and addenda before the purchasing agreement becomes binding.

Pre-sold homes differ somewhat from the spec homes in the paperwork, earnest money required, and choice of options involved. This is because so many of the materials must be ordered ahead of actual construction. The following Buyer's Checklist helps to clarify some of these differences.

Purchase Agreement

The purchase agreement is the legal document that represents your decision to purchase a home. It describes your home (both a legal description and the street address), financing information, Homeowner's Association information, if applicable, and additional legal provisions. For your protection, make sure that all agreements, even minor changes, are documented and signed by you and the D.R. Horton Representative.

Pre-sold homes include the following addendums and procedures. If you purchase a home that is already under construction, your paperwork and procedures will differ slightly. Addendums are typically attached to the purchase agreement. Typical addendums included with this paperwork include, but are not limited to:

1. Elevation Selection and Floor Plan Layout
2. Plot Plan showing lot dimensions
3. Standard Features
4. Contingencies
5. Options and Upgrades Worksheet, outlining the details of your finish material choices and upgrades
6. Color Selection Sheet. Outlines carpet, tile and vinyl, laminates, and paint selections.
7. Lender/Closing Costs Information

Sales Representatives

In order to provide continuity, D.R. Horton Sales Representatives will be your primary point of contact up until the time you move in to your new home. The Sales Representative will be able to assist you with the contract, option selection, financing, and escrow phases. They will also be your liaison to our construction staff.



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NEW HOME
SELECTIONS

New Home Selections

Part of the fun of buying a new home is selecting finish materials and colors. This is usually accomplished in one meeting for structural and color selections at our DESIGN Center (Imagine, Design, Enhance, Accentuate). Your selections Appointment will be scheduled at point of contract. All selections must be ratified before construction of your home begins.

Please do not underestimate the importance of your DESIGN Center appointment. We would like for you to come prepared and not be rushed with your decisions. In order to better prepare yourself with all we have to offer, please feel free to browse the DESIGN Center prior to your appointment. Preview hours are Monday through Friday from 9am until 4pm. Due to the importance placed on this part of the buying process, please allow approximately 2 hours to complete your selections during your appointment.

The selections appointment will cover all standard options that are offered in the DESIGN Center. Depending on the type and amount of options you select, you may be required to furnish us with a deposit. Please remember to bring your checkbook in the event that you choose additional options that exceed the amount allowed for your Community.

What to expect at your Design Center meeting

The Basics:

- Your Design Selections Appointment will be scheduled at the time you sign your contract.
- All appointments with our preferred wiring/technology vendor must take place within **14 days** of the date on which your Purchase Agreement was ratified, and **before** your DESIGN Center appointment.
- All DESIGN Center appointments must take place, as per your Purchase Agreement, within **14 days** of the date on which it was ratified.
- Appointments are held Monday through Friday at 9 am, or 2 pm.
- Appointments typically take 2 – 3 hours.
- Once your appointment has concluded and all documents are signed and accepted, all Selections and Options are final. **No further changes are allowed once your design appointment has concluded.**

The meeting will cover:

- All color Selections for your home, i.e. exterior, interior, cabinets, countertops, flooring, etc.
- All Options & Selections not covered at time of contract, i.e. optional layout, bonus room, etc.
- All “Custom Option” requests that you would like us to consider.
- All Options and Selections for your home, including any option pricing you requested from your Community Sales Manager, will be finalized.

Selection Hints

You are welcome to bring cushions, fabric samples and paint colors to the Sales Center to coordinate colors. View color samples in both natural and artificial light to get an accurate impression of the color. Variations between samples and actual material installed may occur. This is due to the manufacturer’s coloring process (dye lots) and to the fact that over time, sunlight and other environmental factors affect the samples.

We reserve the right to place a hold on your selections until your lender has approved your loan and all contingencies are released. If suppliers have discontinued any of your selections, we will contact you and ask you to make an alternative selection. It is crucial to make another selection as soon as possible. **If for some reason this can’t be done, D.R. Horton reserves the right to make an alternative selection.**

If a home is already under construction, D.R. Horton has already made some or all of these choices. On completion of color sheets, double-check all color numbers and names, and sign and date each page.

No Changes after DESIGN Center Appointment

Once a home has been processed for construction, information relating to it is fully distributed to all the tradesmen and staff involved with building it.

Substitution of Items by D.R. Horton

Occasionally, in order to avoid construction delays, it may be necessary for D.R. Horton to change original specifications, making substitutions for certain materials, products, equipment, appliances, brands, etc. We reserve the right to substitute new models, colors, patterns or styles. In all cases, we will substitute the closest possible match of equal or better quality.

Additionally, we reserve the right to make substitutions, without advance notice, of a material or process when we believe such changes will improve quality, eliminate future service problems, lower maintenance, or generally enhance the livability of your home.



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**CONSTRUCTING YOUR
HOME**

Construction of Your Home

The construction of a new home differs from other manufacturing processes in several ways. By keeping these differences in mind, you can enjoy participating in the construction process and assist us in building your new home:

- As a consumer, you rarely have the opportunity to watch as the products you purchase are created. Your new home is created in front of you.
- You have more opportunity for input into the design and finished details of a new home than for most other products. Our success in personalizing your home depends on effective communication.
- Because of the time required for construction, you will have many opportunities to view your home, as it is being built, ask questions, and discuss details.

Construction Field Manager

The job of your D.R. Horton Construction Field Manager is to ensure that your new home is constructed to the quality standards of D.R. Horton, as well as to all building and municipal codes and specifications. To this end, he or she is responsible for scheduling and monitoring the work of Horton employees and subcontractors.

The Construction Field Manager also is responsible for keeping projects on schedule and advising the Community Sales Managers if delays are anticipated. Because of the potential for interruptions, your move in date may be changed one or more times during the construction phase. We should be able to give you a fairly accurate idea of your actual move in date approximately 30 days prior to completion.

Safety

A new home construction site is exciting, but it can also be dangerous. Your safety is of prime importance to us. Therefore, we must require that you contact D.R. Horton before visiting your site. We reserve the right to require you to wear a hardhat and that a member of our staff accompanies you during your visit. Please limit your visits to after hours and DO NOT visit when workers are in your home. Please observe common-sense safety procedures at all times while visiting:

Please keep in mind the following safety procedures:

- Buyers are not allowed to perform or contract any work on the house.
- Keep older children within view and younger children within reach, or make arrangements to leave them elsewhere when visiting the site.
- Do not walk backward – for even one step. Look in the direction you are moving at all times.
- Watch for boards, cords, tools, nails, or construction materials that might cause tripping, puncture wounds, or other injury.
- We prohibit visits to your home after dark. This is for your safety as well as ours.
- Do not enter any level of the home that is not equipped with stairs and rails.
- Stay a minimum of six feet from all excavations.
- Give large, noisy grading equipment delivery vehicles plenty of room. Assume that the driver can neither see nor hear you.
- Please do not remove any material from the job site. What may look like excess material to you may actually be the final pieces to the task in progress.
- Do not adjust the thermostat or open or close windows.
- When visiting the construction site, please wear comfortable clothing and heavy-duty footwear. Construction materials can damage good clothing and debris on the ground can pierce lightweight footwear, including athletic shoes.
- D.R. Horton assumes no liability for accidents, which may occur during visits to its construction sites.

Quality

Our company will build your new home to the quality standards demonstrated in our model homes. Each new home is a handcrafted product – combining art, science, and raw labor. The efforts of many people with varying degrees of knowledge, experience, and skill come together while we coordinate and supervise these contributions to produce your new home.

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Homeowner Manual

From time to time during a process that takes several months and involves dozens of people, an error or omission may occur. We have systems and procedures for inspecting our homes to ensure that the level of quality meets our requirements. We inspect every step of construction and are responsible for quality control. In addition, the county, city, or an engineer conducts a number of inspections at different stages of construction. Your home must pass each inspection before construction continues.

During the construction process, every home being built experiences some days when it is not at its best. Homes under construction endure wind, rain, snow, foot traffic, and activities that generate noise, dust, and trash. Scrap material is a by-product of the process. Although your new home is cleaned by each trade upon completion of their portion of the work, during your visits you will encounter some messy moments. Keep in mind that the completed homes you toured once endured these “messy” stages.

Plans and Specifications

The building department of the city or county where your new home is located must review and approve the plans and specifications for your home. We construct each home to comply with the plans and specifications approved by the applicable building departments. The specifications become part of our agreements with trade contractors and suppliers. Only written instructions from D.R. Horton can change these contracts.

Regulatory Changes

From time to time, city or county agencies adopt new codes or regulations that can affect your home. Such changes are usually adopted in the interest of safety, and are legal requirements with which D.R. Horton must comply. Occasionally, code changes require all plans to be re-engineered and re-drawn, which can delay the start of construction considerably. The codes and requirements in effect for each area can vary. Therefore, builders may have to construct the same floor plan with slight differences because of the codes in two different jurisdictions, or even within the same jurisdiction if there are changes to the code between constructions of two identical houses.

Individual Foundation Designs

Another area where variations among homes can appear is in the foundation system. The foundation design is specific to each lot. An engineer determines which foundation system to use. Because of variations in the slope of lots, your foundation may differ from your neighbor’s foundation or that of the same home in another neighborhood. As a result, your finished home may look different than what you see on your plans. Typically differences are; more or less brick, a deeper foundation at the lower end of the lot, or a taller garage door.

Changes in Materials, Products, and Methods

The new-home industry, building trades, and product manufacturers are continually working to improve methods and products. In addition, manufacturers sometimes make model changes that can impact the final product. As a result, we may use methods or materials in your home that differ from those in our other homes. Please keep in mind that each home is individually constructed and may vary from our feature/ model homes.

In all instances, any substitution of method or product will have equal or better quality than that shown in our other homes. **Since such substitutions or changes may become necessary due to matters outside our control, we reserve the right to make them without notification or buyer approval.**

Typical Variations

Dozens of trade contractors have assembled your home. The same individuals rarely work on every home in the same way and, even if they did, each one would still be unique. The exact placement of switches, outlets, registers, and so on will vary slightly from the model and other homes of the same floor plan.

Trade Contractors

Our homes are built through the combined efforts of specialist in many trades – from excavation and foundation, through framing, mechanical, and insulation, to drywall, trim, and finish work. In order to ensure you the highest possible standard of construction, only authorized suppliers, trade contractors, and D.R. Horton's employees are permitted to perform work in your home.

Suppliers and trade contractors have no authority to enter into agreements with new Buyers. For your protection and theirs, the terms of our trade contractor agreements prohibit alterations without written authorization from D.R. Horton. Their failure to comply with this procedure can result in termination of their contract; therefore, the contractors cannot perform any work outside of their contracts with D.R. Horton.

Schedules

The delivery date of your new home begins as an estimate. Until the roof is on and the structure is enclosed, weather can dramatically affect the delivery date. Even after the home itself is past the potential for weather-related delays, weather can severely impact installation of utility services, final grading, and concrete flatwork, to mention a few examples. Extended periods of wet weather or freezing temperatures bring work to a stop in the entire region. When favorable conditions return, the trades people go back to work, picking up where they left off. Please understand that they are as eager as you are to get caught up and to see progress on your home.

Delivery Date Updates

Once construction has begun, estimated delivery dates can be obtained through the Closing Coordinator. As completion nears, more factors come under our control and we can be more precise about the date.

We suggest that, until you receive this commitment, you avoid finalizing arrangements for your move. Until then, flexibility is the key to comfort, sanity, and convenience. We want you to enjoy this process and avoid unnecessary stress caused by uncertainties that cannot be avoided.

Expect several days during the construction of your home when it appears that nothing is happening. This can occur for a number of reasons. Each trade is scheduled days or weeks in advance of the actual work. This period is referred to as “lead time”. Time is allotted for completion of each trade’s work on your home. Sometimes, one trade completes work a bit ahead of schedule. The next trade already has the assigned time slot, which usually cannot be changed on short notice.

Progress pauses while the home awaits building department inspections. This is also part of the normal sequence of the construction schedule and occurs at several points in every home.

Construction Sequence

Although the specific sequence of the construction steps varies and overlaps, generally we build your home in the following order:

1. Foundation

- Lot stake-out
- Excavation
- Form and pour Footings and Foundation
- Strip forms
- Sewer & Rain drain placement and inspection
- Backfill perimeter and garage
- Pour Garage Slab
- Under floor framing
- Plumbing and heating underfloor
- Inspection

2. Framing

- First floor
- Second floor
- Roof trusses
- Roof sheathing, fascia (roof trimming)
- Details, Corrections, Inspections

Exterior

1. Roofing

- Felt or paper
- Valley flashing
- Shingles

2. Exterior trim

- Windows and doors
- Housewrap and flashing
- Siding
- Trim

3. Exterior painting

4. Driveway and walks (After sheetrock)

5. Final Grading (After concrete)

6. Landscaping (Within 3 weeks of completion) weather permitting.

Interior

1. Rough-in of mechanical system

- Plumbing
- HVAC (heating, ventilating, and air conditioning)
- Electrical (extras need to be installed at this point)
- Rough inspection

2. Insulation

- Install
- Inspect

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3. Drywall

- Hang
- Inspection
- Tape and texture
- Paint walls
- Install underlayment
- Install cabinets
- Install hardwood floors

4. Interior trim

- Doors
- Baseboards, casings, other details

5. Paint and/or Stain

6. Finish work

- Countertops
- Vinyl
- Plumbing fixtures
- Appliances
- Light fixtures
- Finish HVAC
- Carpet
- Hardware
- Screens

7. Construction Cleaning

8. Builder's punch list

9. Certificate of occupation

10. Homeowner Orientation

11. Closing



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HOMEOWNER ORIENTATION

Homeowner Orientation

Your homeowner orientation is an introduction to your new home and its many features. In essence, this is a meeting that goes beyond the traditional walk-through to include a detailed demonstration of your home and a review of information on maintenance. At this time, your home will have its final occupancy – See Closing Section.

Scheduling

Several days before closing, we schedule a 1 to 2 hour orientation with you at your home as it nears completion. Appointments are available Monday through Friday, 9AM to 2PM. For safety reasons, please arrange childcare.

Orientation Forms

We have included copies of the forms we use at the orientation, located at the end of this section. In addition, the suggestions that follow will help you derive the greatest benefit from your orientation. You will receive a copy of this form after your walk thru prior to closing.

Preparation

Allow enough time. We expect the orientation to take one to two hours. By arranging your schedule so that you can use the full amount of time allotted, you will gain maximum benefit from the orientation. If you have any questions about home maintenance or the limited warranty coverage, make note of them to bring up at the orientation.

Past experience has shown that the orientation is most beneficial when buyers are able to focus all their attention on their new home and the information we present. Although we appreciate that friends and relatives are eager to see your new home, it would be best if they visit at another time. Similarly, we suggest that, if possible, children and pets not accompany you at this time.

If a real estate person has helped you with this purchase, he or she may attend.

Completion of Items

D.R. Horton takes responsibility for resolving any items noted. We will make every attempt to complete every item before your move-in. Please remember that this is dependent on the nature of the item and the amount of time available between walk-through and move-in. If work needs to be completed on your new home after you move-in, you must be present when construction personnel are in your home. Construction personnel are available for appointments Monday through Friday, 8 AM to 4 PM. Under normal circumstances, you can expect us to resolve all items within 30 working days. We will inform you of any delays caused by back-ordered materials. Please note that we will only correct those items listed. D.R. Horton will **NOT HONOR** verbal commitments of any kind.

Future Service

D.R. Horton responds to warranty items and conditions of the limited warranty agreement.

WARRANTY COMPLIANCE

Please submit all Warranty Requests online @ www.drhorton.com. Select the “Warranty” tab and follow the instruction on the screen.

In order to complete any request for service, D.R. Horton may need to make inspections on some items. For most items, subcontractors will be notified by D.R. Horton to call you directly to facilitate a time to complete the necessary work or we may schedule all agreed upon repairs on a specific date.

Subcontractors and construction staff work regular business hours. Therefore, they will need access to your home Monday through Friday, 8 AM to 4 PM. Because of insurance restrictions, D.R. Horton will not hold a key to your home. It will be your responsibility to provide access for the work to be completed.

******* IMPORTANT *******

It is your responsibility to allow D.R. Horton staff and/ or subcontractors into your home to perform any necessary work. If, after 3 attempts to make contact, you do not arrange a time for the work to be done, or if you do not return phone calls, we will consider the items(s) closed. No further attempt will be made to complete the item(s). Therefore, it is in your best interest to allow D.R. Horton and our subcontractors to take care of any warranty issues in a timely manner.

***Note to Home Buyer**

At your homeowner orientation, you will receive:

The manufacturer's literature for the furnace, water heater, and other consumer products will be provided at the time of your walk thru. Copies of this material for standard items are available for your review in our sales office.

Acceptance

In addition to introducing you to your new home, the orientation is the opportunity for you and D.R. Horton to confirm that the home meets the quality standards shown in our model homes and that we have completed all sections and changes. We note details that need attention on the orientation forms.

Your signature on the Homeowner Orientation Report acknowledges the following:

1. Your understanding and acceptance of the policies highlighted here and detailed in your homeowner's manual;
2. That you have inspected your new home and listed defects for correction by D.R. Horton;
3. You have received copies of the Walk Thru Inspection Report.

Timing

D.R. Horton is responsible for resolving items noted. We will correct many of these items immediately. However, some of the corrections may require the services of a trade contractor or we may need to order parts or materials. You should expect completion of these items within 30 business days of closing unless we inform you of other scheduling.

Cosmetic items

D.R. Horton corrects readily noticeable cosmetic defects listed during this inspection. Such damage can also occur during the move-in process or through daily activities. Therefore, we correct items noted during the orientation, but repair of cosmetic surface damage becomes your responsibility after the orientation. This is your only opportunity to obtain service on such items. Repair of subsequent cosmetic damages (such as chips, dents, and scratches) are your responsibility. Therefore, take careful notes of such items as:

- Sinks, tubs, and plumbing fixtures
- Countertops and cabinet doors
- Light fixtures, mirrors, and glass
- Windows and screens
- Tile, carpet, hardwood, and resilient flooring
- Doors, trim, and hardwood
- Appliances
- Finish and appliances
- Siding & trim
- Landscaping

Defects in items such as these are readily detectable during the orientation. These items are also most likely to be damaged during the move-in process: As a result, later warranty claims on the cosmetic damages to these items are not accepted.

Professional Inspections

At D.R. Horton, we strive to make your new home a successful experience. We fully warrant all new homes. If you wish to contract a professional inspector to examine your new home prior to closing, we will examine their report and attend to any structural or pest and dry rot issues only. Many inspectors include cosmetic items and or advice in their report. Any item noted in a professional report does not constitute a contingency or give cause to delay closing in any manner. We will address all cosmetic items during your New Homeowner Orientation to avoid confusion.



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CLOSING YOUR HOME

Closing Your Home

Date of Closing

The closing, or settlement, takes place after issuance of Certificate of Occupancy by the local building authorities. Typically, the closing process takes from 45 minutes to an hour. Please call our Closing Coordinator for information about the closing process.

Location of Closing

The closing of your new home usually takes place at a designated title company or the closing attorney's office. You will be notified of your closing date, time, and location approximately 30 days prior to closing.

Closing Documents

At closing, the documents necessary to convey your new home to you and close the loan will be executed and delivered from the mortgage company. In addition to these standard items, the lender, the closing attorney, and D.R. Horton may require other documents to be signed. The principal documents typically include the following:

- **Statutory Warranty Deed** – The statutory warranty conveys the home and lot to you, subject to permitted exceptions.
- **D.R. Horton Limited Warranty** – We provide a copy of the limited warranty in this manual for your review. Please read it thoroughly.
- **Deed of Trust** – This encumbers your home as security for repayments of the promissory notes.

Closing Expenses

Certain customary items in connection with the property will be prorated to the date of closing such as prepaid expenses, or reserves required by your lender and homeowners association, if applicable. Pro-rations of general real property taxes and assessments will be based on the current year's taxes and assessments or, if they are unavailable, on the taxes and assessments for the prior year.

Late Penalty

The purchase agreement specifies that closing must occur on the closing date set by the closing coordinator. D.R. Horton is paying interest on construction funds, property taxes, and maintenance during this period. If closing is delayed beyond that period, there will be a \$500/per day fee assessed at closing, prorated daily, for the delay period.

“The Final Number”

The final cost figure is available a day or two prior to the actual closing. Although a reasonable close estimate may be determined before the date of closing, the pro-ration of several items included is affected by the closing date and cannot be calculated until that date is known.

Preparation

Plan to bring cash or certified funds (made payable to the Title company or closing attorney) to the closing table. Be sure to allow time to obtain these funds before your scheduled closing appointment. In addition, please keep the following items in mind:

- **Documents** – The Real Estate Settlement Procedures Act (RESPA) provides you with many protections. Under this law, you can review the settlement page that lists the costs that you will be paying one day before the closing appointment. Although these documents are not negotiable and thousands of homebuyers have signed them, you should read them.
- **Insurance** – You need to provide proof of a homeowner’s policy from your insurance company. Your insurance agent should know exactly what is needed. We suggest you arrange for this at least three weeks before the expected closing date.
- **D.R. Horton or Lender Issues** – The title company is not authorized to negotiate or make representations on behalf of any of the parties involved in the closing. Therefore, please discuss any questions, agreements, or other details directly with us, or your lender, in advance of the closing.
- **Utilities** - D.R. Horton will have utility service removed from its name **three days after closing**, but they will not accept new billing information from us.

You will need to provide new billing information to all applicable utility companies. We suggest that you contact these companies well ahead of time to avoid any interruption in service. Utility company phone numbers are provided on the Area Information sheet at the end of this section, to assist you in making these arrangements. At the closing table, the attorney will be presenting a form for you to provide you new phone number(s), so be sure to bring them with you.



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CARING FOR YOUR
HOME

Caring for Your Home

D.R. Horton has constructed your home with quality materials and the labor of experienced craftsmen. Before we use any material, it must meet our specifications for quality and durability. All work is done under our supervision to attain the best possible result for your investment.

A home is one of the last hand-built products left in the world. Once we have assembled the natural and manufactured materials, the components interact with each other and the environment. Although quality materials and workmanship have been used in your home, this does not mean that it will require no care or maintenance. A home, like an automobile, requires care and attention from day one. General homeowner maintenance is essential to providing a quality home for a lifetime.

Homeowner Use and Maintenance Guidelines

We are proud of the homes we build and the neighborhoods in which we build. We strive to create long-lasting value. This cannot be achieved unless you, the homeowner, properly maintain your home and all of its components. Periodic maintenance is necessary because of normal wear and tear, the inherent characteristics of the materials used in your home, and normal service required by the mechanical systems. Natural fluctuations in temperature and humidity also affect your home.

Many times, a repair handled promptly, or a minor adjustment, prevents a more serious, time consuming, and often costly repair later. Note also that neglect of routine maintenance can void applicable limited warranty on all or part of your home. By caring for your new home attentively, you ensure your enjoyment of it for years. The attention provided by each homeowner contributes significantly to the overall desirability of the community.

We recognize that it is impossible to anticipate and describe every attention needed for good home care, but we have covered many important details. The subjects covered include components of homes we build, listed in alphabetical order. Each topic includes suggestions for use and maintenance followed by D.R. Horton limited warranty guidelines. This manual may discuss some components that are not present in your particular home.

Please take time to read the literature provided by the manufacturer of consumer products and other items in your home. The information contained in that material is not repeated here. Although much of the information may be familiar to you, some points may differ significantly from homes that you have had in the past.

We make every effort to keep information current and accurate. However, if any detail in our discussion conflicts with manufacturer's recommendations, you should follow the manufacturer's recommendations. Activate specific manufacturer's warranties by completing and mailing any registration cards included with their materials. In some cases, manufacturer's warranties may extend beyond the first year and it's in your best interest to be notified of such coverage.

D.R. Horton Warranty Guidelines

While we strive to build a defect-free home, we are realistic enough to know that mistakes can happen or that something in the home may not function as intended. If either situation occurs, we will make necessary corrections. In support of this commitment, D.R. Horton provides you with a limited warranty. In addition to the information contained in the limited warranty itself; this manual includes details about one-year materials and workmanship standards and information regarding our extended 10-year structural warranty. The purpose is to let you know what our quality standard is for the typical concerns that can come up in your new home. The manual describes our standards for each item and what we will do to remedy items that do not meet our standards.

Our criteria for qualifying warranty repairs are based on typical practices in our region and meet or exceed those practices for the components of your home. However, we reserve the right to exceed these guidelines if common sense or individual circumstances dictate, without being obligated to exceed all guidelines to a similar degree or for all homeowners.

A post closing visit may be scheduled with your Superintendent upon your request. You must go to www.drhorton.com and enter the request for service under the "Warranty" tab. You will need to list each item you would like the Superintendent to review with you at that time. An end of the year visit (either at 10 or 11 months – based on your preference) will also be performed by a Customer Service Representative. Please request this via the website above.

Please utilize the website from closing through the end of first year of ownership to request assistance with any safety, emergency issues, or any items that will cause additional damage or health issues if left undone.

A copy of our 10-year Limited Structural written warranty is included in the insert section of the back of this manual. We include a sample copy at the end of this section for your review. Please read through this information, as well as the service procedures discussed on the following pages.



D•R•HORTON
FOUNDATIONS MANUAL

WARRANTY EMERGENCY PROCEDURES

Reporting Procedures

Please submit all Warranty Requests online at www.drhorton.com. Click the “Warranty” tab at the top of the page . Follow the instructions on the screen to complete your request. In order to complete any request for service, D.R. Horton may need to make inspections on some items. For most items, subcontractors will be notified by D.R. Horton to call you directly to facilitate a time to complete the necessary work. Subcontractors and construction staff work regular business hours. Therefore, they will need access to your home Monday through Friday, 8 AM to 4 PM. Because of insurance restrictions, D.R. Horton will not hold a key to your home. It will be your responsibility to provide access for the work to be completed.

***** IMPORTANT *****

A post closing visit may be scheduled with your Superintendent upon your request. You must go to www.drhorton.com and enter the request for service under the “Warranty” tab. You will need to list each item you would like the Superintendent to review with you at that time. An end of the year visit (either at 10 or 11 months – based on your preference) will also be performed by a Customer Service Representative. Please request this via the website above.

Please utilize the website from closing through the end of first year of ownership to request assistance with any safety, emergency issues, or any items that will cause additional damage or health issues if left undone.

It is your responsibility to allow D.R. Horton Staff and or Subcontractors into your home to perform any necessary work. If, after (3) attempts to make contact, you do not arrange a time for the work to be done, or if you do not return phone calls, we will consider the item(s) closed. No further attempt will be made to complete the item(s). Therefore, it is in your best interest to allow D.R. Horton and our Subcontractors to take care of any Warranty issues in a timely manner.

EMERGENCIES

Defining EMERGENCY Items: (What is considered an Emergency?)

- Total loss of heat (not air conditioning).
- Total loss of electricity (call Electric Company first).
- Total loss of water (check with neighbors for possible water company problems).
- Plumbing leak requiring main valve to be shut off (typically located outside).
- Gas leak (call Natural Gas Company first!).
- Water intrusion into home (exception: acts of nature exceeding manufacturer’s warranties or problems associated with local Water & Sewer Authority ie. loss of water service, sewer main break etc... please call Water & Sewer Authority first).
- Sewer backup (not just a plugged toilet, which would be your responsibility).

Note: D.R. Horton will not warranty clogs after 5 days from closing date.

D.R. HORTON WILL ASSUME NO RESPONSIBILITY OR OFFER REIMBURSEMENT FOR SERVICE WORK PERFORMED BY ANYONE OTHER THAN THE ORIGINAL VENDOR OF RECORD WITHOUT PRIOR APPROVAL. IF AN UNAUTHORIZED VENDOR OR CONTRACTOR IS USED FOR REPAIRS, THE HOMEOWNER WILL BE SOLELY RESPONSIBLE FOR BOTH THE QUALITY OF WORK PERFORMED AND ANY COSTS INCURRED.

D.R. Horton
Homeowner Manual

Kitchen Appliance Warranty

The manufacturers of kitchen appliances will work directly with you if any repairs are needed for these products. Customer service phone numbers are listed in the use and care materials for each appliance. Be prepared to provide model and serial number of the item and the closing date of your home. Appliance warranties are generally for one year; refer to the literature provided by the manufacturer for complete information.

Service Processing Procedures

You can help us serve you better by providing **complete information**, including:

- Name, address, and phone numbers where you can be reached during business hours.
- A complete description of the problem, for example, “guest bath – cold water line leaks under sink,” rather than “plumbing problem.”
- When we receive a **warranty service request**, we may contact you for an inspection appointment. Warranty inspection appointments are available Monday through ***Friday during business hours (8 AM to 4 PM)***. We inspect the items listed in your written request to confirm warranty coverage and determine appropriate action.

If a trade contractor or an in-house employee is required to complete repairs, we issue a warranty work order and the repair technician contacts you to schedule the work. Warranty work appointments are available Monday through Friday, 8 AM to 5 PM. We intend to complete warranty work orders within 30 workdays of the inspection unless you are unavailable for access. If a back-ordered part or similar circumstance causes a delay, we will let you know.

If the item is home maintenance, we will review maintenance steps with you and offer whatever information assistance we can. ***D.R. Horton does not provide routine home maintenance.***



D·R·HORTON
FOUNDATIONS MANUAL
EXCEED SURVEYS

D·R·HORTON® DHI Listed NYSE

America's Builder



Customer Feedback Program



Thank you for choosing D.R. Horton, America's Builder!

It is our privilege to build your new home. We have become the largest homebuilder in the country because of our dedication to quality and our unrivaled ability to offer a home with features and amenities at an unbeatable value.

Your feedback is a critical ingredient to our continued success. We would greatly appreciate your assistance in helping us understand what we did well and what we can improve upon by completing and returning our customer satisfaction surveys.

Our Customer Feedback Process

You will receive three separate surveys via email* from our corporate headquarters during your first year of homeownership for responding to the online web survey:

Move-In Home Buying Experience (blue form): 3 - 5 weeks after close

Mid-Year Customer Service Experience (red form): 5 months after close

Year-End Home Quality Experience (green form): 10 months after close

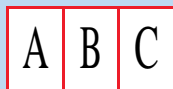
Thank you again for choosing D.R. Horton, America's Builder!

* If we do not have an email address for you, we will mail you a paper survey. If the survey is not submitted after several email reminders are sent, we will also mail you a paper survey.



INSTRUCTIONS

- Use black or blue pen or a number 2 pencil.
- Make dark marks that fill the oval completely.
- Do not use pens with ink that soaks through the paper.
- Make no stray marks.



Correct Numbers and Letters

Correct Mark

Incorrect Marks

Please familiarize yourself with the Rating Scale below before taking the survey. Indicate the extent to which you agree with each item on a 1 to 10 scale where 1 means Strongly DISAGREE and 10 means Strongly AGREE.

| | | | | | | | | | | | | | | | | |
|------------|--|-------------------|---|---|---|---|---|---|---|---|---|----|--|----------------|-----|-----|
| KEY | | Strongly DISAGREE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | | Strongly AGREE | N/A | N/A |
| | | | | | | | | | | | | | | | | |

If a question doesn't apply, please select "N/A" (for not applicable) or leave it unanswered.

Also, please share your specific comments with us! At the end of each section you have an opportunity to write more detailed feedback.

If you have any updates to your contact information, please provide it below.

E-MAIL ADDRESS

HOME PHONE

WORK PHONE

MOBILE PHONE

If your mailing address is different than your lot address, please provide it below.

STREET ADDRESS

CITY

STATE

ZIP

Sample

1/2" spine per



Were you referred to D.R. Horton by a friend or acquaintance?

Yes No

Were you referred by another D.R. Horton homebuyer?

Yes No

How many positive recommendations have you given?

Two empty boxes for entering the number of recommendations.

KEY MEASURES

Please evaluate our overall performance below.

1. Overall, I am satisfied with my experience with D.R. Horton

Rating scale with sad house icon, numbers 1-10, happy house icon, and N/A.

2. Overall, I am satisfied with the quality of construction and workmanship of my home

Rating scale with sad house icon, numbers 1-10, happy house icon, and N/A.

3. D.R. Horton met its commitments to me

Rating scale with sad house icon, numbers 1-10, happy house icon, and N/A.

4. I would recommend D.R. Horton to a friend or family member

Rating scale with sad house icon, numbers 1-10, happy house icon, and N/A.

Please let us know what we did well and what we can do better:

Two horizontal lines for providing feedback.

PURCHASE EXPERIENCE

Please evaluate your experience during the purchase of your home.

Overall, I am satisfied with my purchase experience

Rating scale with sad house icon, numbers 1-10, happy house icon, and N/A.

1. The D.R. Horton sales representative was sincere and helpful

Rating scale with sad house icon, numbers 1-10, happy house icon, and N/A.

2. The D.R. Horton sales representative was responsive and reliable

Rating scale with sad house icon, numbers 1-10, happy house icon, and N/A.

3. The D.R. Horton sales representative was knowledgeable about the available floor plans, home features, and community

Rating scale with sad house icon, numbers 1-10, happy house icon, and N/A.

4. The D.R. Horton sales representative clearly explained the home-buying process to me (including what I needed to do, and when, at each step)

Rating scale with sad house icon, numbers 1-10, happy house icon, and N/A.

5. The D.R. Horton sales representative contacted me frequently with updates on the progress of my home and on important timing matters

Rating scale with sad house icon, numbers 1-10, happy house icon, and N/A.

Please let us know what we did well and what we can do better:

Two horizontal lines for providing feedback.



DESIGN SELECTIONS

Please evaluate your experience with the process of selecting your design options for your home.

Overall, I am satisfied with my design options experience



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N/A

1. The design options representative was sincere and helpful



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N/A

2. The design options representative was responsive and reliable



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N/A

3. The design options representative was knowledgeable about the options available



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N/A

4. I had enough time to make selections during my appointment



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N/A

Please let us know what we did well and what we can do better:

Handwritten feedback area with a large 'SAMPLE' watermark.

CONSTRUCTION EXPERIENCE

Please evaluate your experience with the construction phase of your home.

Overall, I am satisfied with my construction experience



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N/A

1. The construction representative was sincere and helpful



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N/A

2. The construction representative was responsive and reliable



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N/A

3. The construction representative ensured good workmanship with attention to detail



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N/A

Please let us know what we did well and what we can do better:

Handwritten feedback area with a large 'SAMPLE' watermark.



ORIENTATION / WALK-THROUGH EXPERIENCE

Please evaluate your walk-through / home orientation experience, which was your review of your home prior to closing.

Overall, I am satisfied with my orientation / walk-through experience

1 2 3 4 5 6 7 8 9 10 N/A

1. The representative was sincere and helpful

1 2 3 4 5 6 7 8 9 10 N/A

2. The representative was responsive and reliable

1 2 3 4 5 6 7 8 9 10 N/A

3. The representative proactively identified any necessary repairs during the orientation

1 2 3 4 5 6 7 8 9 10 N/A

4. The representative satisfactorily explained the features and functions of my home

1 2 3 4 5 6 7 8 9 10 N/A

5. The representative clearly explained the warranty manual and the warranty request process

1 2 3 4 5 6 7 8 9 10 N/A

Please let us know what we did well and what we can do better:

HOME READINESS

Overall, I was satisfied with the condition of my home at the time of my orientation / walk-through

1 2 3 4 5 6 7 8 9 10 N/A

1. My estimated purchase-to-move-in timeframe was acceptable

1 2 3 4 5 6 7 8 9 10 N/A

2. My home was completed and ready for move-in on my scheduled date

1 2 3 4 5 6 7 8 9 10 N/A

3. My final move-in date was communicated with sufficient time to arrange for my mover, utilities, etc.

1 2 3 4 5 6 7 8 9 10 N/A

4. The interior of my home was clean and in good condition on the day I moved in

1 2 3 4 5 6 7 8 9 10 N/A

5. The exterior of my home was clean and in good condition on the day I moved in

1 2 3 4 5 6 7 8 9 10 N/A

6. If my community is still under construction, it is kept clean and orderly

1 2 3 4 5 6 7 8 9 10 N/A

Please let us know what we did well and what we can do better:

1/2" spine perf



Strongly DISAGREE

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Strongly AGREE

N/A
N/A

INITIAL SERVICE EXPERIENCE

Please evaluate your service experience with us since moving into your home.

Overall, I am satisfied with the service I've received since moving into my home



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N/A

1. Any remaining items identified during my orientation / walk-through were corrected in the promised timeframe



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N/A

2. My new requests since moving in were acknowledged in a timely manner (if applicable)



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N/A

3. I am satisfied with the quality and cleanliness of repairs



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N/A

Please let us know what we did well and what we can do better:

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LENDER EXPERIENCE

Overall, I am satisfied with the mortgage experience



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N/A

1. I would recommend my lender to a friend or family member



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N/A

2. I am satisfied that my loan product meets my individual needs



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N/A

3. My lender adequately explained the loan process and document requirements



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N/A

4. My lender provided flexibility in scheduling appointments



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N/A

5. My lender provided a timely response and follow-through to my questions or requests



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N/A

6. I felt I could trust my lender representative(s)



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N/A

7. My lender kept me informed about the loan and documentation progress without my having to ask



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N/A

8. My lender provided timely notification of funds and documents needed for closing



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N/A

9. The closing requirements were communicated accurately



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N/A

If you did not use DHI Mortgage as your lender, why did you select a different lender?

Two horizontal lines for handwritten feedback.

Please let us know what we did well and what we can do better:

Two horizontal lines for handwritten feedback.



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N/A
N/A

CLOSING/TITLE/ESCROW EXPERIENCE

Overall, I am satisfied with the closing experience



1 2 3 4 5 6 7 8 9 10



N/A

1. I would recommend the escrow / title company to a friend or family member



1 2 3 4 5 6 7 8 9 10



N/A

2. The escrow / title office hours were convenient and flexible



1 2 3 4 5 6 7 8 9 10



N/A

3. The escrow / title company provided flexibility in scheduling the document signing appointment



1 2 3 4 5 6 7 8 9 10



N/A

4. The escrow / title company provided adequate time to thoroughly review documents before or at closing



1 2 3 4 5 6 7 8 9 10



N/A

5. The escrow / title company treated me in a courteous and respectful manner



1 2 3 4 5 6 7 8 9 10



N/A

6. The escrow / title company provided a timely response and follow-through to my questions or requests



1 2 3 4 5 6 7 8 9 10



N/A

7. Any final document changes required during the closing appointment were handled in an efficient manner



1 2 3 4 5 6 7 8 9 10



N/A

Please let us know what we did well and what we can do better:



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N/A
N/A

INSTALLATION AND WORKMANSHIP

1. Cabinets and drawers



1 2 3 4 5 6 7 8 9 10



N/A

2. Countertops



1 2 3 4 5 6 7 8 9 10



N/A

3. Builder installed appliances



1 2 3 4 5 6 7 8 9 10



N/A

4. Drywall



1 2 3 4 5 6 7 8 9 10



○

N/A

5. Interior paint



1 2 3 4 5 6 7 8 9 10



N/A

6. Interior trim (baseboards, window casing, door casing)



1 2 3 4 5 6 7 8 9 10



N/A

7. Doors (interior/exterior)



1 2 3 4 5 6 7 8 9 10



N/A

8. Fireplace(s) operation (if applicable)



1 2 3 4 5 6 7 8 9 10



N/A

9. Fireplace(s) exterior (surround, hearth, mantle)



1 2 3 4 5 6 7 8 9 10



N/A

10. Plumbing operation



1 2 3 4 5 6 7 8 9 10



N/A



Very DISSATISFIED

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Very SATISFIED



N/A
N/A

INSTALLATION AND WORKMANSHIP CONTINUED

11. Flooring

1 2 3 4 5 6 7 8 9 10 N/A

12. Interior lighting

1 2 3 4 5 6 7 8 9 10 N/A

13. Electrical systems (outlets and switches)

1 2 3 4 5 6 7 8 9 10 N/A

14. Structured wiring / low voltage electrical (home network, telephone, video, audio)

1 2 3 4 5 6 7 8 9 10 N/A

15. Heating / Air conditioning

1 2 3 4 5 6 7 8 9 10 N/A

16. Staircase (banister, spindles, etc.) (if applicable)

1 2 3 4 5 6 7 8 9 10 N/A

17. Windows / sliding glass doors

1 2 3 4 5 6 7 8 9 10 N/A

18. Garage door

1 2 3 4 5 6 7 8 9 10 N/A

19. Exterior walls (brick, stucco, siding, stone)

1 2 3 4 5 6 7 8 9 10 N/A

20. Exterior paint

1 2 3 4 5 6 7 8 9 10 N/A

21. Wall alignment

1 2 3 4 5 6 7 8 9 10 N/A

22. Roof

1 2 3 4 5 6 7 8 9 10 N/A

23. Concrete (driveways, slabs, garage floors, walkways)

1 2 3 4 5 6 7 8 9 10 N/A

24. Lot grading and water drainage

1 2 3 4 5 6 7 8 9 10 N/A

25. Landscaping

1 2 3 4 5 6 7 8 9 10 N/A

26. Fencing (if applicable)

1 2 3 4 5 6 7 8 9 10 N/A

Please let us know what we did well and what we can do better:

Sample

Would you like to be contacted by a D.R. Horton representative from your local division?

(If you would like to submit a service / warranty request, please follow the guidelines provided to you by your local division)

Yes, please contact me

Please provide a reason for contact:

Thanks for taking the time to provide us with your valuable feedback!

Homeowner Satisfaction Survey

A mid-year assessment of your service experience with D.R. Horton

Henry and Harriett Homebuyer
 1234 Main Street
 Anytown, USA 12345

Community: Best Community
Lot/Unit No: 0001

Dear Homeowner:

Thank you for choosing D.R. Horton! It is our privilege to have provided you with a new home.

Now that you are about mid-way through your first year of home ownership, I would greatly appreciate your assistance by completing this short survey. This is our second survey from our corporate headquarters and focuses on your experience with us since you purchased your home. The first survey you received primarily focused on your purchase experience.

Your feedback is invaluable in evaluating our performance so that we know what we did well and what we can improve upon.

If you'd prefer to complete the survey online, please go to the web address below and enter the login ID provided:

Web address: [URL Address - general]

Login: [Login ID]

You may also have received an email invitation to take this survey, if you have already completed the survey online, please do not respond to this survey.

Thank you for sharing your feedback with us.

Sincerely,

Mr. Bob Builder
 Division President

D.R. Horton, Inc.
 A B C Office
 1111 Main St.
 Anytown, USA 12345

Please provide your contact information below.

E-MAIL ADDRESS

()
 HOME PHONE

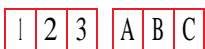
()
 WORK PHONE

()
 MOBILE PHONE

INSTRUCTIONS

- Use black or blue pen or a number 2 pencil.
- Make dark marks that fill the oval completely.
- Do not use pens with ink that soaks through the paper.
- Make no stray marks.

Correct Numbers and Letters



● Correct Mark

✓ ✗ ○ ○ Incorrect Marks

Please familiarize yourself with this Rating Scale. It goes from 1 to 10 where 1 means Strongly DISAGREE and 10 means Strongly AGREE. "N/A" means not applicable. Also, please share your specific comments with us!

| | | | | | | | | | | | | | | | |
|---|-------------------|---|---|---|---|---|---|---|---|---|----|----------------|---|-----|-----|
|  | Strongly DISAGREE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Strongly AGREE |  | N/A | N/A |
|---|-------------------|---|---|---|---|---|---|---|---|---|----|----------------|---|-----|-----|

KEY MEASURES

Please evaluate our overall performance below.

1. Overall, I am satisfied with my experience with D.R. Horton

 1 2 3 4 5 6 7 8 9 10  N/A

2. Overall, I am satisfied with the quality of construction and workmanship of my home

 1 2 3 4 5 6 7 8 9 10  N/A

3. D.R. Horton met its commitments to me

 1 2 3 4 5 6 7 8 9 10  N/A

4. I would recommend D.R. Horton to a friend or family member

 1 2 3 4 5 6 7 8 9 10  N/A

4a. How many positive recommendations have you given?

4b. Of these, how many have purchased or are in the process of purchasing?

Please let us know what we did well and what we can do better:

CUSTOMER SERVICE / WARRANTY EXPERIENCE

Overall, I am satisfied with my customer service / warranty experience

 1 2 3 4 5 6 7 8 9 10  N/A

1. I feel I could trust my customer service / warranty representative(s)

 1 2 3 4 5 6 7 8 9 10  N/A

2. The representative met his / her commitments to me

 1 2 3 4 5 6 7 8 9 10  N/A

3. The representative treated me in a respectful manner

 1 2 3 4 5 6 7 8 9 10  N/A

4. The representative provided a timely response and follow-through to my questions or requests

 1 2 3 4 5 6 7 8 9 10  N/A

5. The representative was knowledgeable about my home and its features

 1 2 3 4 5 6 7 8 9 10  N/A

6. The representative provided convenient methods for me to communicate my service needs or questions

 1 2 3 4 5 6 7 8 9 10  N/A

7. The representative was flexible in scheduling my service appointment(s)

 1 2 3 4 5 6 7 8 9 10  N/A

8. Service personnel arrived on-time or called if delayed

 1 2 3 4 5 6 7 8 9 10  N/A

9. Outstanding warranty items were corrected within the promised time frame

 1 2 3 4 5 6 7 8 9 10  N/A

10. I am satisfied with the quality of repairs

 1 2 3 4 5 6 7 8 9 10  N/A

11. Service personnel cleaned up during and after completing repairs

 1 2 3 4 5 6 7 8 9 10  N/A

Please let us know what we did well and what we can do better:

Would you like to be contacted by a D.R. Horton representative from your local division?

(If you would like to submit a service / warranty request, please follow the guidelines provided to you by your local division)

Yes, please contact me

Please provide a reason for contact:



Homeowner Satisfaction Survey

A year-end assessment of your home's quality and service from D.R. Horton

Henry and Harriett Homebuyer
1234 Main Street
Anytown, USA 12345

Community: Best Community
Lot/Unit No: 0001

Dear Homeowner:

Thank you for choosing D.R. Horton! It is our privilege to have provided you with a new home.

Now that you have been in your home for about one year, I would greatly appreciate your assistance. This is our third and final survey from our corporate headquarters and focuses on your home's quality and experience with our personnel during your first year.

Although you may have completed previous surveys, this final survey is extremely important. It is conducted by our corporate headquarters and is used to assess our performance as a division. Each question is analyzed carefully, so please try to answer each question independently...specific comments are greatly appreciated.

If you'd prefer to complete the survey online, please go to the web address below and enter the login ID provided:

Web address: **[URL Address - general]**

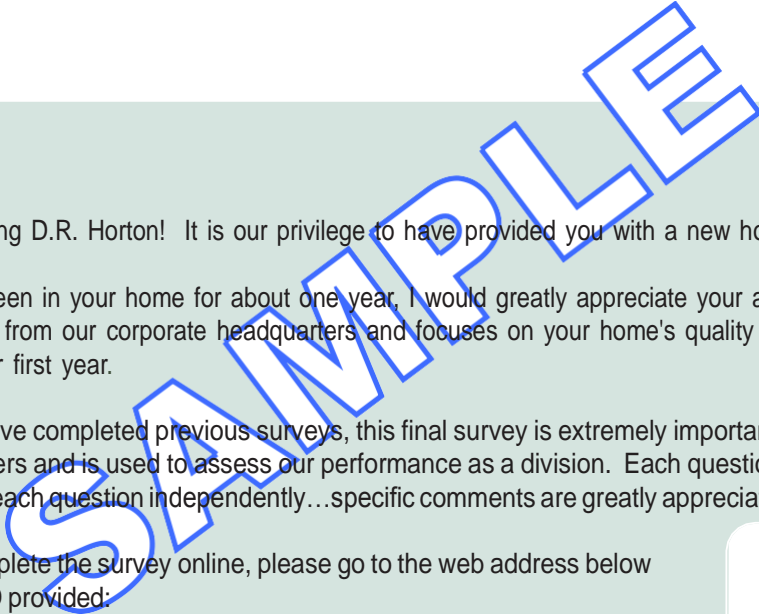
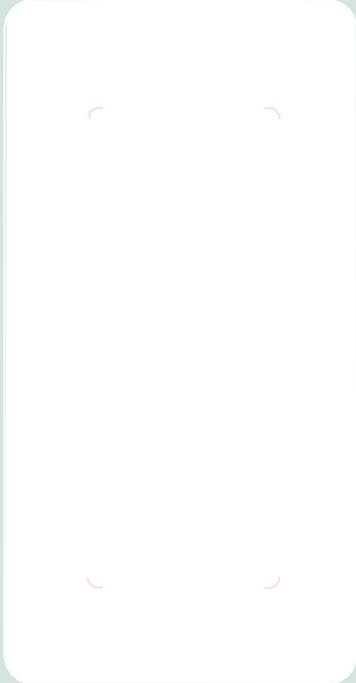
Login: [Login.ID]

You may also have received an email invitation to take this survey, if you have already completed the survey online, please do not respond to this survey.

Thank you for sharing your feedback with us.

Sincerely,
Mr. Bob Builder
Division President

D.R. Horton, Inc.
A B C Office
1111 Main St.
Anytown, USA 12345



PLEASE DO NOT WRITE IN THIS AREA





INSTRUCTIONS

- Use black or blue pen or a number 2 pencil.
- Make dark marks that fill the oval completely.
- Do not use pens with ink that soaks through the paper.
- Make no stray marks.



Correct Numbers and Letters





Correct Mark



Incorrect Marks

Please familiarize yourself with the Rating Scale below before taking the survey. Indicate the extent to which you agree with each item on a 1 to 10 scale where 1 means Strongly DISAGREE and 10 means Strongly AGREE.

| | | | | | | | | | | | | | | | |
|------------|---|-------------------|---|---|---|---|---|---|---|---|---|---|---|----------------|-----|
| KEY |  | Strongly DISAGREE | ① | ② | ③ | ④ | ⑤ | ⑥ | ⑦ | ⑧ | ⑨ | ⑩ |  | Strongly AGREE | N/A |
| | | | | | | | | | | | | | | | |

If a question doesn't apply, please select "N/A" (for not applicable) or leave it unanswered.

Also, please share your specific comments with us! At the end of each section you have an opportunity to write more detailed feedback.

If you have any updates to your contact information, please provide it below.

E-MAIL ADDRESS

HOME PHONE

WORK PHONE

MOBILE PHONE

If your mailing address is different than your lot address, please provide it below.

STREET ADDRESS

CITY

STATE

ZIP



KEY MEASURES

1. Overall, I am satisfied with my experience with D.R. Horton

1 2 3 4 5 6 7 8 9 10 N/A

2. Overall, I am satisfied with the quality of construction and workmanship of my home

1 2 3 4 5 6 7 8 9 10 N/A

3. D.R. Horton met its commitments to me

1 2 3 4 5 6 7 8 9 10 N/A

4. I would recommend D.R. Horton to a friend or family member

1 2 3 4 5 6 7 8 9 10 N/A

4a. How many positive recommendations have you given?

□ □

4b. Of these, how many have purchased or are in the process of purchasing?

□ □

Please let us know what we did well and what we can do better:

CUSTOMER SERVICE / WARRANTY EXPERIENCE

Overall, I am satisfied with my customer service / warranty experience

1 2 3 4 5 6 7 8 9 10 N/A

1. I feel I could trust my customer service / warranty representative(s)

1 2 3 4 5 6 7 8 9 10 N/A

2. The representative met his / her commitments to me

1 2 3 4 5 6 7 8 9 10 N/A

3. The representative treated me in a respectful manner

1 2 3 4 5 6 7 8 9 10 N/A

4. The representative provided a timely response and follow-through to my questions or requests

1 2 3 4 5 6 7 8 9 10 N/A

5. The representative was knowledgeable about my home and its features

1 2 3 4 5 6 7 8 9 10 N/A

6. The representative provided convenient methods for me to communicate my service needs or questions

1 2 3 4 5 6 7 8 9 10 N/A

7. The representative was flexible in scheduling my service appointment(s)

1 2 3 4 5 6 7 8 9 10 N/A

8. Service personnel arrived on-time or called if delayed

1 2 3 4 5 6 7 8 9 10 N/A

9. Outstanding warranty items were corrected within the promised time frame

1 2 3 4 5 6 7 8 9 10 N/A

10. I am satisfied with the quality of repairs

1 2 3 4 5 6 7 8 9 10 N/A

11. Service personnel cleaned up during and after completing repairs

1 2 3 4 5 6 7 8 9 10 N/A

Please let us know what we did well and what we can do better:

WINDOWS AND SLIDING GLASS DOORS

Windows and sliding glass doors - Overall

1 2 3 4 5 6 7 8 9 10 N/A

1. Adequate placement / ventilation

1 2 3 4 5 6 7 8 9 10 N/A

2. Ease of cleaning

1 2 3 4 5 6 7 8 9 10 N/A

3. Keep out dust, wind, noise, water

1 2 3 4 5 6 7 8 9 10 N/A

4. Opening, closing, locking

1 2 3 4 5 6 7 8 9 10 N/A

Comments:

PLUMBING SYSTEM

Plumbing system - Overall

1 2 3 4 5 6 7 8 9 10 N/A

1. Absence of leaks and drips

1 2 3 4 5 6 7 8 9 10 N/A

2. Noise level (water, pipes)

1 2 3 4 5 6 7 8 9 10 N/A

3. Operation of plumbing fixtures (e.g., faucets, drains, shower heads)

1 2 3 4 5 6 7 8 9 10 N/A

4. Time to receive hot water

1 2 3 4 5 6 7 8 9 10 N/A

5. Uniform water pressure

1 2 3 4 5 6 7 8 9 10 N/A

6. Toilet operation

1 2 3 4 5 6 7 8 9 10 N/A

Comments:

CABINETS AND DRAWERS

Cabinets and Drawers - Overall

1 2 3 4 5 6 7 8 9 10 N/A

1. Finish hardware appearance (knobs, handles, hinges, latches)

1 2 3 4 5 6 7 8 9 10 N/A

2. Quality of materials used

1 2 3 4 5 6 7 8 9 10 N/A

3. Operation (doors, drawers, latches, hinges)

1 2 3 4 5 6 7 8 9 10 N/A

Comments:



COUNTERTOPS

Countertops - Overall



1 2 3 4 5 6 7 8 9 10



N/A

1. Kitchen (materials, workmanship, grout, maintenance)



1 2 3 4 5 6 7 8 9 10



N/A

2. Bathroom (materials, workmanship, grout, maintenance)



1 2 3 4 5 6 7 8 9 10



N/A

3. Other Countertops (laundry room, etc.)



1 2 3 4 5 6 7 8 9 10



N/A

Comments:

HEATING AND AIR CONDITIONING

Heating and Air Conditioning - Overall



1 2 3 4 5 6 7 8 9 10



N/A

1. Energy-efficiency (usage cost)



1 2 3 4 5 6 7 8 9 10



N/A

2. Noise level (air vents, fan)



1 2 3 4 5 6 7 8 9 10



N/A

3. Placement of air vents



1 2 3 4 5 6 7 8 9 10



N/A

4. Temperature consistency between rooms / floors



1 2 3 4 5 6 7 8 9 10



N/A

5. Thermostat location / ease of operation



1 2 3 4 5 6 7 8 9 10



N/A

Comments:

INTERIOR TRIM

Interior Trim - Overall



1 2 3 4 5 6 7 8 9 10



N/A

1. Baseboards



1 2 3 4 5 6 7 8 9 10



N/A

2. Crown molding (along ceilings), if applicable



1 2 3 4 5 6 7 8 9 10



N/A

3. Window trim / casings



1 2 3 4 5 6 7 8 9 10



N/A

4. Door trim / casings



1 2 3 4 5 6 7 8 9 10



N/A

Comments:

DOORS (INTERIOR AND EXTERIOR)

Doors (Interior and Exterior) - Overall

1 2 3 4 5 6 7 8 9 10 N/A

1. Quality of front door

1 2 3 4 5 6 7 8 9 10 N/A

2. Keep out dust, wind, noise, water

1 2 3 4 5 6 7 8 9 10 N/A

3. Quality of all other doors

1 2 3 4 5 6 7 8 9 10 N/A

4. Operation of doors

1 2 3 4 5 6 7 8 9 10 N/A

5. Finish hardware quality (knobs, latches, hinges, locks)

1 2 3 4 5 6 7 8 9 10 N/A

6. Garage doors

1 2 3 4 5 6 7 8 9 10 N/A

Comments:

FLOORING

Flooring - Overall

1 2 3 4 5 6 7 8 9 10 N/A

1. Carpet

1 2 3 4 5 6 7 8 9 10 N/A

2. Other flooring (tile, wood, stone, vinyl)

1 2 3 4 5 6 7 8 9 10 N/A

3. Construction (movement, squeaks, grout)

1 2 3 4 5 6 7 8 9 10 N/A

Comments:

INTERIOR LIGHTING

Interior Lighting - Overall

1 2 3 4 5 6 7 8 9 10 N/A

1. Sufficient (builder installed) lighting

1 2 3 4 5 6 7 8 9 10 N/A

2. Quality / performance of light fixtures

1 2 3 4 5 6 7 8 9 10 N/A

Comments:





STRUCTURED WIRING / LOW VOLTAGE ELECTRICAL

Structured Wiring / Low Voltage Electric - Overall



1 2 3 4 5 6 7 8 9 10



N/A

1. Telephone



1 2 3 4 5 6 7 8 9 10



N/A

2. Television / Cable



1 2 3 4 5 6 7 8 9 10



N/A

3. Computer data ports (if applicable)



1 2 3 4 5 6 7 8 9 10



N/A

4. Audio / Visual wiring (if applicable)



1 2 3 4 5 6 7 8 9 10



N/A

Comments:

OTHER CONSTRUCTION ITEMS

1. Wall alignment



1 2 3 4 5 6 7 8 9 10



N/A

2. Roofing (construction quality, performance, and appearance)



1 2 3 4 5 6 7 8 9 10



N/A

3. Minimal sound transmission between outer walls and floors



1 2 3 4 5 6 7 8 9 10



N/A

4. Exterior walls (stucco, siding, stone)



1 2 3 4 5 6 7 8 9 10



N/A

5. Exterior paint (coverage, uniform color, trim)



1 2 3 4 5 6 7 8 9 10



N/A

6. Interior paint (coverage, durability, uniform color, ease of cleaning)



1 2 3 4 5 6 7 8 9 10



N/A

7. Drywall (wall / ceiling finish, cracks, joints, nail bubbling)



1 2 3 4 5 6 7 8 9 10



N/A

8. Concrete (driveways, slabs, garage floors, walkways)



1 2 3 4 5 6 7 8 9 10



N/A

9. Fireplace(s) operation (if applicable)



1 2 3 4 5 6 7 8 9 10



N/A

10. Fireplace(s) exterior (surround, hearth, mantle)



1 2 3 4 5 6 7 8 9 10



N/A

11. Staircase (banister, spindles, etc.) (if applicable)



1 2 3 4 5 6 7 8 9 10



N/A

12. Placement and number of light switches



1 2 3 4 5 6 7 8 9 10



N/A

13. Placement and number of electrical outlets



1 2 3 4 5 6 7 8 9 10



N/A

14. Lot grading and water drainage



1 2 3 4 5 6 7 8 9 10



N/A

15. Landscaping



1 2 3 4 5 6 7 8 9 10



N/A

16. Fencing, if applicable



1 2 3 4 5 6 7 8 9 10



N/A

17. Sprinkler / irrigation system (if builder installed)



1 2 3 4 5 6 7 8 9 10



N/A

Comments:

APPLIANCE OPERATIONS

Appliance Operations - Overall

1 2 3 4 5 6 7 8 9 10 N/A

1. Cooktop / Range and Hood

1 2 3 4 5 6 7 8 9 10 N/A

2. Oven

1 2 3 4 5 6 7 8 9 10 N/A

3. Microwave (if applicable)

1 2 3 4 5 6 7 8 9 10 N/A

4. Dishwasher

1 2 3 4 5 6 7 8 9 10 N/A

5. Refrigerator (if applicable)

1 2 3 4 5 6 7 8 9 10 N/A

Comments:

YOUR COMMUNITY AND NEIGHBORHOOD

Your Community and Neighborhood - Overall

1 2 3 4 5 6 7 8 9 10 N/A

1. Adequate guest parking

1 2 3 4 5 6 7 8 9 10 N/A

2. Attractive appearance of entrance (monuments and landscaping)

1 2 3 4 5 6 7 8 9 10 N/A

3. Appealing mix of architectural styles and colors

1 2 3 4 5 6 7 8 9 10 N/A

4. Appearance of common areas (landscaping, slopes, pool)

1 2 3 4 5 6 7 8 9 10 N/A

5. Timely and courteous response by homeowners' association to your questions (if applicable)

1 2 3 4 5 6 7 8 9 10 N/A

Comments:

ADDITIONAL QUESTIONS

- Briefly, what is one thing you like most about your home?

- What suggestions can you offer for improving the design, construction, or service of your home?

Would you like to be contacted by a D.R. Horton representative from your local division?
(If you would like to submit a service / warranty request, please follow the guidelines provided to you by your local division)

Yes, please contact me

Please provide a reason for contact:



CONGRATULATIONS

on your new home!

Your Builder has provided you with a written and insured 10 year warranty from Residential Warranty Company, LLC (RWC). Your Warranty consists of your Limited Warranty book and your Warranty Confirmation. Please go to confirm.rwcwarranty.com to obtain your Warranty Confirmation within 60 days of your closing. If you do not have access to the Internet, please contact the plan Administrator at 717-561-4480 to obtain your Limited Warranty book and Warranty Confirmation.

At any time during the 10 year warranty period, you will have easy access to your documents online. You may also print these documents or save them as PDFs on your own computer.

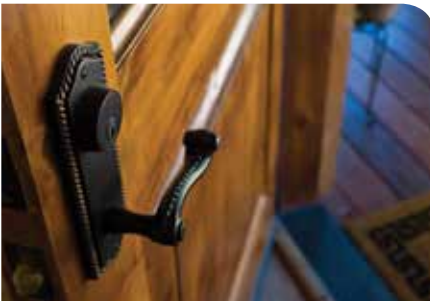
Again, congratulations and we wish you many years of enjoyment in your new home!

Residential Warranty Company, LLC



THE LIMITED WARRANTY

10 YEAR WRITTEN WARRANTY FOR NEW HOMES



This Limited Warranty does not cover consequential or incidental damages. The Warrantor's total aggregate liability of this Limited Warranty is limited to the Final Sales Price listed on the Application For Warranty form.

The Builder makes no housing merchant implied warranty or any other warranties, express or implied, in connection with the attached sales contract or the warranted Home, and all such warranties are excluded, except as expressly provided in this Limited Warranty. There are no warranties which extend beyond the face of this Limited Warranty.

Some states do not allow the exclusion or limitation of incidental or consequential damages by the Builder so all of the limitations or exclusions of this Limited Warranty may not apply to you.

Warranty Confirmation

Your Warranty consists of your Limited Warranty book and your Warranty Confirmation. Please go to confirm.rwcwarranty.com to obtain your Warranty Confirmation within 60 days of your closing. You do not have a warranty without the Warranty Confirmation. If you do not have access to the Internet, please contact the plan Administrator to obtain your Limited Warranty book and Warranty Confirmation.

For your Limited Warranty to be in effect, you should receive the following documentation:
Limited Warranty #319 • Application For Warranty form #316 (Refer to I.B.3. for applicability) • Warranty Confirmation

Insurer: Western Pacific Mutual Insurance Company, A Risk Retention Group

RESIDENTIAL WARRANTY COMPANY, LLC



Dear Home Buyer,

Congratulations on the purchase of your new Home. This is probably one of the largest, most important investments you've ever made and we wish you many years of enjoyment. You've chosen a Home built by a leading Builder which includes the RWC Limited Warranty, assurance that your investment is well protected. This book explains the Limited Warranty in its entirety, and we encourage you to take time to READ IT CAREFULLY.

This Limited Warranty provides you with protection in accordance with this warranty book for ten full years of Home ownership. During the first two years, your Builder is responsible for specified warranty obligations. In the unlikely event your Builder is unable or unwilling to perform, the Warranty is provided subject to the conditions, terms and exclusions listed. For the remaining eight years, your Warranty applies to Major Structural Defects as defined in this book.

This is not a warranty service contract, but a written ten year limited warranty which your Builder has elected to provide with your Home.

Take time now to read this book. Familiarize yourself with the Warranty and its limitations. Contact your Builder regarding specific construction standards and how they apply to your Home.

Again, congratulations and enjoy your new Home!

Very truly yours,
Residential Warranty Company, LLC

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Residential Warranty Company, LLC
5300 Derry Street, Harrisburg, PA 17111
717-561-4480

SECTION
I.**A. Introduction**

To help you better understand your Limited Warranty, refer to the following list of definitions which apply in this book.

B. Definitions***1. Administrator**

Residential Warranty Company, LLC (RWC) is the Administrator of this Limited Warranty. RWC is neither Warrantor nor Insurer.

2. Appliances and Items of Equipment, including Attachments and Appurtenances

Water heaters, pumps, stoves, refrigerators, compactors, garbage disposals, ranges, dishwashers, washers and dryers, bathtubs, sinks, commodes, faucets, light fixtures, switches, outlets, thermostats, furnaces and oil tanks, humidifiers, oil purifiers, air conditioning materials, in-house sprinkler systems and similar items.

3. Application For Warranty

The form signed at closing by you, the Purchaser, and your Builder which identifies the location, the Effective Date Of Warranty and the Final Sales Price of the enrolled Home. If the Builder is participating in the RWC electronic enrollment process, the Application for Warranty form is eliminated. This information will be included on your Warranty Confirmation.

4. Arbitrator

The person appointed by the independent arbitration service to resolve an Unresolved Warranty Issue.

5. Builder

The person, corporation, partnership or other entity which participates in the RWC Limited Warranty Program and has obtained this Limited Warranty for you.

6. Consequential Damages

All consequential damages including, but not limited to, damage to the Home that is caused by a warranted Defect but is not itself a warranted Defect and costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs.

7. Cooling, Ventilating and Heating Systems

All ductwork, refrigerant lines, steam and water pipes, registers, convectors and dampers.

8. Defect

A condition of any item warranted by this Limited Warranty which exceeds the allowable tolerance specified in this Limited Warranty. Failure to complete construction of the Home or any portion of the Home, in whole or in part, is not considered a Defect.

9. Effective Date Of Warranty

The date coverage begins as specified on the Application for Warranty form or on your Warranty Confirmation if your Builder is participating in the electronic enrollment process.*

10. Electrical Systems

All wiring, electrical boxes and connections up to the house side of the meter base.

**11. Home**

The single family dwelling, identified on the Application For Warranty form, which may be a townhome, condominium or duplex.

12. Insurer

Western Pacific Mutual Insurance Company, a Risk Retention Group (WPMIC), located at 9265 Madras Ct, Littleton, CO 80130, phone: 303-263-0311. (Refer to Section IV. for instructions on requesting warranty performance.)

13. Limited Warranty

The terms and conditions contained in this book including any applicable addenda.

DEFINITIONS

SECTION I.

14. Major Structural Defects (MSD)

All of the following conditions must be met to constitute a Major Structural Defect:*

- a. actual physical damage to one or more of the following specified load-bearing components of the Home;
- b. causing the failure of the specific major structural components; and
- c. which affects its load-bearing function to the degree that it materially affects the physical safety of the occupants of the Home.

Load-bearing components of the Home deemed to have MSD potential:

- (1) roof framing members (rafters and trusses);
- (2) floor framing members (joists and trusses);
- (3) bearing walls;
- (4) columns;
- (5) lintels (other than lintels supporting veneers);
- (6) girders;
- (7) load-bearing beams; and
- (8) foundation systems and footings.

Examples of non-load-bearing elements deemed not to have Major Structural Defect potential:

- (1) non-load-bearing partitions and walls;
- (2) wall tile or paper, etc.;
- (3) plaster, laths or drywall;
- (4) flooring and subflooring material;
- (5) brick, stucco, stone, veneer, or exterior wall sheathing;
- (6) any type of exterior siding;
- (7) roof shingles, sheathing* and tar paper;
- (8) Heating, Cooling, Ventilating, Plumbing, Electrical and mechanical systems;
- (9) Appliances, fixtures or Items of Equipment; and
- (10) doors, windows, trim, cabinets, hardware, insulation, paint and stains.

15. Owner

See Purchaser.

16. Plumbing Systems

All pipes located within the Home and their fittings, including gas supply lines and vent pipes.

17. Purchaser

You. The Purchaser includes the first buyer of the warranted Home and any and all subsequent Owners who take title within the warranty period.

18. Residence

See Home.

19. Sewage Disposal System (Private or Public)

This system includes, but is not limited to, all waste, drainage, sewer pipes and lines, cleanouts, tanks, pumps, drainfields and seepage pits, outside and beyond the exterior wall of the Home.

20. Structurally Attached

An integral part of the Home being structurally supported by footings, block walls or reinforced concrete and connected to the foundation of the Home.

21. Unresolved Warranty Issue

All requests for warranty performance, demands, disputes, controversies and differences that may arise between the parties to this Limited Warranty that cannot be resolved among the parties. An Unresolved Warranty Issue may be a disagreement regarding:

- a. the coverages in this Limited Warranty;
- b. an action performed or to be performed by any party pursuant to this Limited Warranty;
- c. the cost to repair or replace any item covered by this Limited Warranty.

22. Warrantor

Your Builder in Years 1 and 2; the Insurer in Years 3 through 10 and in Years 1 and 2 if your Builder defaults.

23. Warranty Confirmation

The document you obtain by going to confirm.rwcwarranty.com and then following the directions to validate your warranty. It includes your Validation Number, Effective Date of Warranty, Term of Coverage and applicable Addenda.

24. Water Supply System (Private or Public)

This system includes, but is not limited to, all supply and distribution pipes, fittings, valves, pumps and wells, outside the exterior wall of the Home, which supply water to the Home.

A. Introduction to the Limited Warranty

1. This book provides specific details, conditions and limitations of the Limited Warranty including procedures for requesting warranty performance and for binding arbitration, in accordance with the procedures of the Federal Arbitration Act. Additional information may be received by calling RWC at (717) 561-4480. Read this document in its entirety to understand the protection it affords, the exclusions applicable to it, the Warranty Standards which determine its interpretations and operation and your responsibilities.
2. This is NOT an insurance policy, a maintenance agreement or a service contract. It is an explanation of what you, the Purchaser, can expect from this Limited Warranty.
3. Appliances and Equipment included in the Home are not warranted under this Limited Warranty, but may be covered by separate warranties provided by the manufacturer or supplier. These warranties are passed on to you by your Builder at closing and are separate from this Limited Warranty.
4. You are responsible for maintenance of your new Home. General and preventative maintenance are required to prolong the life of your new Home.
5. This Limited Warranty is **automatically transferred** to subsequent Owners during the ten-year term of this Limited Warranty, except in the case of a foreclosure that voids the warranty as provided in Section II.A.6.*
6. This Limited Warranty becomes void and all obligations on the part of Warrantor cease as of the date an Owner vacates the Home due to foreclosure proceedings.*
7. This Limited Warranty is subject to changes required by various regulating bodies. FHA and VA, as well as some local agencies have mandated the additions noted in the Addenda Section of this Limited Warranty book. Notations throughout indicate where the Addenda apply.

B. The Limited Warranty

1. **Actions taken to cure Defects will NOT extend the periods of specified coverages in this Limited Warranty.**
2. Only warranted elements which are specifically designated in the Warranty Standards are covered by this Limited Warranty.

3. The Warrantor has the choice to repair, replace or pay the reasonable cost to repair or replace warranted items which do not meet Warranty Standards and are not excluded in the Limited Warranty.
4. If a warranted MSD occurs during the appropriate coverage period, and is reported as required in **Section IV.**, the Warrantor will repair, replace or pay you the reasonable cost to repair or replace the warranted MSD, limited to actions necessary to restore the MSD to its load-bearing capacity.



C. Warranty Coverage*

1. **ONE YEAR COVERAGE:** Your Builder warrants that for a period of one (1) year after the Effective Date Of Warranty, warranted items will function and operate as presented in the Warranty Standards of Year 1, **Section III.A.** Coverage is ONLY available where specific Standards and Actions are represented in this Limited Warranty.*
2. **TWO YEAR COVERAGE:** Your Builder warrants that for a period of two (2) years from the Effective Date Of Warranty, specified portions of the Heating, Cooling, Ventilating, Electrical and Plumbing Systems, as defined in this Limited Warranty, will function and operate as presented in the Warranty Standards of Years 1 and 2 only, **Section III.B.**‡
3. **TEN YEAR COVERAGE:** Major Structural Defects (MSD) are warranted for ten (10) years from the Effective Date Of Warranty. Your Builder is the Warrantor during Years 1 and 2 of this Limited Warranty and the Insurer is the Warrantor in Years 3 through 10.
4. **CONDOMINIUM COVERAGE:** This Limited Warranty shall only apply to warranted common elements. Warranted common elements are those portions of the defined Electrical, Heating, Ventilating, Cooling, Plumbing and structural Systems



SECTION II.

*FHA/VA Homeowners, refer to HUD Addendum, Section V.D.

‡Homeowners in Indiana, refer to State of Indiana Addendum, Section V.C.

THE LIMITED WARRANTY

SECTION II.

which serve two (2) or more residential units, and are contained wholly within a residential structure. Warranty coverage for common elements shall be for the same periods and to the same extent as similar or comparable items in individual residential units. Examples of common elements which are covered by this Limited Warranty are hallways, meeting rooms and other spaces wholly within the residential structure designated for the use of two (2) or more units. Examples of common elements which are not covered under this Limited Warranty are club houses, recreational buildings and facilities, exterior structures, exterior walkways, decks, balconies, arches or any other non-residential structure which is part of the condominium.*



D. Conditions*

1. This Limited Warranty provides coverage only in excess of coverage provided by other warranties or insurance, whether collectible or not.
2. This Limited Warranty is binding on the Builder and you and your heirs, executors, administrators, successors and assigns.
3. This Limited Warranty shall be interpreted and enforced in accordance with the laws of the state in which the Home is located.
4. This Limited Warranty is separate and apart from your contract and/or other sales agreements with your Builder. It cannot be affected, altered or amended in any way by any other agreement which you may have.
5. This Limited Warranty cannot be modified, altered or amended in any way except by a formal written instrument signed by you, your Builder and the Administrator.
6. If any provision of this Limited Warranty is determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.
7. All notices required under this Limited Warranty must be in writing and sent by email or certified mail, return receipt requested. If you send your written notice by email, your written notice must be sent to warranty.resolution@rwcwarranty.com. The written notice will not be considered received without a valid confirmation of receipt number. If you do not receive a confirmation of receipt number within 48 hours of emailing your written notice, contact RWC by calling 717-561-4480 and request to speak with the Warranty Resolution Department's Customer Service. If sending your written notice by certified mail, return receipt requested, it must be postage prepaid, to the recipient's address shown on the Application for Warranty form, or to whatever address the recipient may designate in writing.
8. If actions by the Warrantor on any obligations under this Limited Warranty are delayed by an event beyond its control, such performance will be excused until the delaying effects of the event are remedied. Such events include, but are not limited to, acts of God, acts of the common enemy, war, riot, civil commotion or sovereign conduct, or acts or omissions by you or any other person not a party of this Limited Warranty.
9. If your Builder fails to complete any part of the Home that is reasonably foreseeable to cause damage to the Home, then it is your responsibility to complete such parts of the Home to avoid the damage. If you fail to complete the work, then any resulting damage is not covered under this Limited Warranty. The warranty period for any item completed after the Effective Date of Warranty shall be deemed to have commenced on the Effective Date of Warranty.*
10. Costs incurred for unauthorized repairs to warranted items are not reimbursable. Written authorization prior to incurring expenses must be obtained from the Administrator.*

THE LIMITED WARRANTY

11. Whenever appropriate, the use of one gender includes all genders and the use of the singular includes the plural.

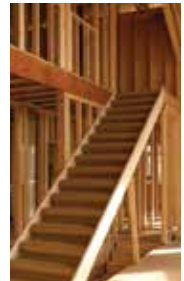


12. Under this Limited Warranty, the Warrantor is not responsible for exact color, texture or finish matches in situations where materials are replaced or repaired, or for areas repainted or when original materials are discontinued.
13. Your Builder must assign to you all manufacturers' warranties on products included in the Final Sales Price of your Home. Neither the Insurer nor the Administrator shall be liable for your Builder's failure to do so.
14. You are responsible for establishing a written, final walk-through inspection list of items in need of service prior to occupancy or closing, whichever is first. This list must be signed and dated by you and your Builder. Keep a copy for your records.

E. Exclusions

The following are NOT covered under this Limited Warranty:

1. Loss or damage:
 - a. to land.
 - b. to the Home, persons or property directly or indirectly caused by insects, birds, vermin, rodents, or wild or domestic animals.
 - c. which arises while the Home is used primarily for non-residential purposes.
 - d. which is covered by any other insurance or for which compensation is granted by legislation.*
 - e. resulting directly or indirectly from flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these (whether or not driven by wind), water which backs up from sewers or drains, changes in the water table which were not reasonably foreseeable, water below the surface of the ground (including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool, or other structure), wetlands, springs or aquifers.*
- f. from normal deterioration or wear and tear.
- g. caused by material or work supplied by anyone other than your Builder or its employees, agents or subcontractors.
- h. from your or the condominium association's failure to perform routine maintenance on the Home, common areas, common elements or your or the condominium association's grounds.
- i. after Year 1, to, resulting from, or made worse by all components of structurally attached decks, balconies, patios, porches, stoops, porch roofs and porticos.
- j. after Year 1, to, resulting from, or made worse by elements of the Home which are constructed separate from foundation walls or other structural elements of the Home such as, but not limited to, chimneys and concrete floors of basements and attached garages.
- k. to wiring, to and between communication devices from the source of power, whether or not connected to the interior wiring system of the Home. Such devices shall include, but not be limited to, telephone systems, television cable systems, intercom systems, computer systems and security systems. Sources of power shall include, but not be limited to, service entrance conductors, switches, outlets, receptacles and junction boxes.
- l. to, or caused by, recreational facilities; driveways; walkways; patios, porches and stoops not structurally attached; decks and balconies which are not bolted to or cantilevered from the main structure of the Home; boundary and/or retaining walls; bulkheads; fences; landscaping, sodding, seeding, shrubs, trees and plantings; subsurface drainage systems (other than footer drains); lawn sprinkler systems; off-site improvements, including streets, sidewalks, adjacent property and the like; or any other improvements not part of the Home itself.



SECTION II.

THE LIMITED WARRANTY

SECTION II.

- m. caused by any item listed as an additional exclusion on the Application for Warranty form.
- 2. Loss or damage resulting from, or made worse by:
 - a. changes in the grading of the property surrounding the Home by anyone except your Builder or its employees, agents or subcontractors.
 - b. changes in grading caused by erosion.
 - c. modifications or additions to the Home, or property under or around the Home, made after the Effective Date Of Warranty (other than changes made in order to meet the obligations of this Limited Warranty).
 - d. intrusion of water into crawl spaces.*
 - e. the weight and/or performance of any type of waterbed or any other furnishing which exceeds the load-bearing design of the Home.
 - f. the presence or consequence of unacceptable levels of radon, formaldehyde, carcinogenic substances or other pollutants and contaminants; or the presence of hazardous or toxic materials resulting in uninhabitability or health risk within the Home.
 - g. acts or omissions by you, your agents, employees, licensees, invitees; accidents, riots, civil commotion, nuclear hazards, acts of God or nature, fire, explosion, blasting, smoke, drought, water escape, windstorms, tropical storms, hurricanes, hail, lightning, ice, snow, falling trees, aircraft, vehicles, flood, mud slides, sinkholes, mine subsidence, faults, crevices, earthquake, land shock waves or tremors occurring before, during or after a volcanic eruption, or manmade events such as war, terrorism or vandalism.
 - h. your failure to perform routine maintenance.
 - i. your failure to minimize or prevent such loss or damage in a timely manner.
 - j. defects in, but not limited to: recreational facilities; driveways; walkways; patios, porches and stoops not structurally attached; decks and balconies which are not bolted to or cantilevered from the main structure of the Home; boundary and/or retaining walls; bulkheads; fences; landscaping, sodding, seeding, shrubs, trees and plantings; sub-surface drainage systems (other than footer drains); lawn sprinkler systems; off-site improvements, including streets, sidewalks, adjacent property and the like; or any other improvements not part of the Home itself.
 - k. defects in detached garages or outbuildings (except those which contain Plumbing, Electrical, Heating, Cooling or Ventilating Systems serving the Home, and then only to the extent where Defects would affect these systems). A detached garage is one which is constructed on its own foundation, separate and apart from the foundation of the Home. A breezeway, fence, utility line or similar union shall not cause a garage or outbuilding to be considered attached.
 - l. negligent maintenance or operation of the Home and its systems by anyone other than your Builder or its agents, employees or subcontractors.
 - m. any portion of a Water Supply System, private or public, including volume and pressure of water flow.*
 - n. quality and potability of water.
 - o. any portion of a Sewage Disposal System, private or public, including design.*
 - p. dampness, condensation or heat build-up caused by your failure to maintain proper ventilation.*



THE LIMITED WARRANTY

3. Failure of your Builder to complete construction of the Home or any part of the Home on or before the Effective Date Of Warranty or damages arising from such failure. An incomplete item is not considered a Defect, although your Builder may be obligated to complete such items under separate agreements between you and your Builder.
4. Any deficiency which does not result in actual physical damage or loss to the Home.
5. Any Consequential Damages.*
6. Personal property damage or bodily injury.
7. Violation of applicable Building Codes or ordinances unless such violation results in a Defect which is otherwise covered under this Limited Warranty. Under such circumstances, the obligation of the Warrantor under this Limited Warranty shall only be to repair the defective warranted portion of the Home, but not to restore or bring the Home to conform to code.
8. Any request for warranty performance submitted to the Administrator after an unreasonable delay or later than 30 days after the expiration of the applicable warranty period.
9. Warranted Defects that you repair without prior written authorization of the Administrator.*
10. Any damages to, or resulting from a swimming pool whether located within or outside the Home, as a result of its construction, placement, use, equipment, maintenance, etc.
11. The removal and/or replacement of items specifically excluded from coverage under this Limited Warranty, such as landscaping or personal property, and items not originally installed by your Builder, such as wallpaper, where removal and replacement are required to execute a repair.
12. Any Defect consisting of, caused by, contributed to, or aggravated by moisture, wet or dry rot, mold, mildew, fungus or rust, regardless of the originating cause of any moisture or water penetration that leads to the Defect.
13. Sound transmission and sound proofing between rooms or floor levels.
14. Appliances and Equipment included in the Home are not warranted under this Limited Warranty, but may be covered by separate warranties provided by the manufacturer or supplier. These warranties are passed on to you by your Builder at closing and are separate from this Limited Warranty. Damage caused by improper maintenance or operation,

negligence, or improper service of these items by you or your agent will not be covered under this Limited Warranty. †

15. Modifications or additions to the Home, or property under or around the Home, made after the Effective Date of Warranty (other than changes made in order to meet the obligations of this Limited Warranty).



SECTION II.

F. Limitation of Liability

1. The Warrantor's liability and obligations are limited to the repair, replacement or the payment of the reasonable cost of repair or replacement of warranted items not to exceed an aggregate equal to the Final Sales Price of the Home as listed on the Application for Warranty form or in the absence of an Application for Warranty form, as otherwise provided to the Administrator by the Builder. The choice to repair, replace or make payment is the Warrantor's.
2. All other warranties, express or implied, including, but not limited to, all implied warranties of fitness, merchantability or habitability, are disclaimed and excluded to the extent allowed by law.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply. †

1. FOUNDATIONS

SECTION III.

| OBSERVATION | ACTION REQUIRED | COMMENTS |
|--|---|--|
| BASEMENT | | |
| 1.1 Cracks appear in control joints. | No action required. | The expansion/contraction joint is placed to control cracking. This is not a deficiency. |
| 1.2 Uneven concrete floors in finished areas of a basement. | Builder will correct those areas in which Defect exceeds 3/8 in. within a 32 in. measurement. | In rooms not initially finished as living areas or where a floor or a portion of a floor surface has been designed for specific drainage purposes, a slope which exceeds 3/8 in. within a 32 in. measurement is not a deficiency. |
| 1.3 Cracks in poured concrete foundation walls. | Builder will correct any crack which exceeds 1/4 in. in width. | Shrinkage cracks are common and should be expected. Surface patching and epoxy injections are examples of acceptable repair methods. |
| 1.4 Cracks in block or veneer wall. | Builder will correct cracks which exceed 1/4 in. in width. | Some cracks are common through masonry and mortar joints. Cracks 1/4 in. or less are considered routine Owner maintenance. |
| 1.5 Leaks resulting in actual flow or trickling of water through wall or floor, causing an accumulation. | Builder will correct. | A one-time occurrence may not indicate a Defect. Owner must maintain proper grading around the Home and maintain any surface water control systems installed by Builder. Dampness and condensation are normal conditions and are not covered by this Limited Warranty. |
| 1.6 Disintegration of the concrete floor surface. | Builder will correct disintegrated surfaces caused by improper placement of concrete. | Disintegration caused by erosion due to salt, chemicals, implements used and other factors beyond Builder's control is not a warranted deficiency. |
| 1.7 Cracks in concrete floor which rupture or significantly impair performance of floor covering. | Builder will correct so Defect is not readily noticeable when floor covering is in place. | Minor impressions in floor covering are not considered significant imperfections. |
| 1.8 Cracks in concrete floor of unfinished area (no floor covering) or in areas not designed for living. | Builder will correct cracks which exceed 1/4 in. in width or vertical displacement. | Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected. |
| 1.9 Condensation on walls, joists, support columns and other components of basement area. | No action required. | Maintaining adequate ventilation and moisture control is considered Owner maintenance. |

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

1. FOUNDATIONS

| OBSERVATION | ACTION REQUIRED | COMMENTS |
|--|---|---|
| CRAWL SPACE | | |
| 1.10 Cracks in poured concrete foundation walls. | Builder will correct any crack which exceeds 1/4 in. in width. | Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks of 1/4 in. or less are common and should be expected. |
| 1.11 Cracks in block or veneer wall. | Builder will correct cracks greater than 1/4 in. in width. | Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks of 1/4 in. or less are common and should be expected. |
| 1.12 Inadequate ventilation. | Builder will install properly sized louvers or vents. | Maintaining adequate ventilation and moisture control, including seasonal adjustment of vent openings, is considered Owner maintenance. |
| 1.13 Condensation on walls, joists, support columns and other components of the crawl space area. | No action required. | Maintaining adequate ventilation and moisture control, including seasonal adjustment of vent openings, is considered Owner maintenance. |
| SLAB ON GRADE | | |
| 1.14 Cracks appear at control joints. | No action required. | Expansion/contraction joint is placed to control cracking. This is not a deficiency. |
| 1.15 Uneven concrete floors in finished areas. | Builder will correct areas in which Defect exceeds 3/8 in. within a 32 in. measurement. | In rooms not initially finished as living areas or where a floor or a portion of a floor surface has been designed for specific drainage purposes, a slope which exceeds 3/8 in. within a 32 in. measurement is acceptable. |
| 1.16 Disintegration of concrete floor surface. | Builder will correct disintegrated surfaces caused by improper placement of concrete. | Disintegration caused by erosion due to salt, chemicals, implements used and other factors beyond Builder's control is not a warranted deficiency. |
| 1.17 Crack in concrete floor which ruptures or significantly impairs performance of floor covering. | Builder will correct so Defect is not readily noticeable when floor covering is in place. | Minor impressions in floor covering are not considered significant imperfections. |
| 1.18 Cracks in attached garage slab. | Builder will correct cracks which exceed 1/4 in. in width or vertical displacement. | Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected. |
| 1.19 Cracks in concrete floor of unfinished area (no floor covering) or in areas not designed for living. | Builder will correct cracks which exceed 1/4 in. in width or vertical displacement. | Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected. |
| 1.20 Cracks in visible face of foundation. | Builder will correct cracks in excess of 1/4 in. in width. | Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected. |



SECTION III.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

2. FRAMING

| OBSERVATION | ACTION REQUIRED | COMMENTS |
|---|--|---|
| CEILING | | |
| 2.1 Uneven ceiling. | Builder will correct if unevenness exceeds 1/4 in. within a 32 in. measurement. | Some minor framing imperfections should be expected. |
| FLOOR | | |
| 2.2 High and low areas. | Builder will correct if high or low areas exceed 1/4 in. within a 32 in. measurement. | Some minor framing imperfections should be expected. |
| 2.3 Floor squeaks. | Builder will correct if caused by a defective joist or improperly installed subfloor. Builder will take corrective action to reduce squeaking to the extent possible within reasonable repair capability without removing floor or ceiling finishes. | A large area of floor squeaks which is noticeable, loud and objectionable is a Defect. A squeak-proof floor cannot be guaranteed. Lumber shrinkage as well as temperature and humidity changes may cause squeaks. |
| ROOF | | |
| 2.4 Split or warped rafters or trusses. | No action required. | Some splitting and warping is normal and is caused by high temperature effects on lumber. |
| WALL | | |
| 2.5 Bow or bulge. | Builder will correct if bow or bulge exceeds 1/2 in. within 32 in. horizontal or vertical measurement. | Minor framing imperfections should be expected. |
| 2.6 Out-of-plumb. | Builder will correct where out-of-plumb condition exceeds 3/4 in. within 8 ft. vertical measurement. | Minor framing imperfections should be expected. |
| 2.7 Wall is out-of-square. | No action required. | A wall out-of-square is not a Defect. |

SECTION III.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.



SECTION III.

3. EXTERIOR

| OBSERVATION | ACTION REQUIRED | COMMENTS |
|--|--|--|
| STRUCTURALLY ATTACHED WOOD OR COMPOSITE DECKS | | |
| 3.1 Wood twisting, warping or splitting. | Builder will correct only if due to improper installation. | Twisting, warping or splitting of wood deck material is normal due to exposure to the elements. Owner maintenance is required. |
| 3.2 Settlement. | Builder will correct slope of deck which exceeds a ratio of 2 in. in a 10 ft. measurement. | Some slope is often provided to allow for water drainage. |
| 3.3 Loose railing or post. | Builder will correct if due to improper installation. | Owner maintenance is required. |
| DOORS | | |
| 3.4 Binds, sticks or does not latch. | Builder will correct if caused by faulty workmanship or materials. | Seasonal changes may cause doors to expand and contract, and are usually temporary conditions. |
| 3.5 Wood door panel shrinks. | No action required. | Panels will shrink and expand and may expose unfinished surfaces. |
| 3.6 Warping. | Builder will correct warping which exceeds 1/4 in., measured vertically, horizontally or diagonally. | Seasonal changes may cause doors to expand and contract, and are usually temporary conditions. |
| 3.7 Split in panel. | Builder will correct if split allows the entrance of elements. | Splits which do not allow the entrance of elements are considered normal. Owner maintenance is required. |
| 3.8 Separation between door and weather-stripping. | Builder will correct if daylight is visible or if entrance of elements occurs under normal conditions. | Even with properly installed weather-stripping, some movement of the door, when closed, may be expected. Owner maintenance is required for minor alterations to adjustable thresholds and other parts of the door. |
| 3.9 Screen mesh is torn or damaged. | Builder will correct only if damage is documented prior to occupancy. | Owner is responsible for establishing a pre-closing walk-through inspection list. |
| 3.10 Overhead garage door fails to operate or allows rain or snow to leak through. | Builder will correct garage doors which do not fit or operate properly. | Some entrance of elements can be expected and is not considered a deficiency. If Owner installs a garage door opener, Builder is not responsible for operation of door. |

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

3. EXTERIOR

SECTION III.

| OBSERVATION | ACTION REQUIRED | COMMENTS |
|---|--|---|
| ROOFING | | |
| 3.11 Roof and roof flashing leaks. | Builder will correct active and current leaks that occur under normal conditions. | No action is required if leak is due to snow or ice buildup, high winds or driving rains. Prevention of snow or ice buildup is the Owner's responsibility. Substantiation of an active and current leak is the Owner's responsibility. |
| 3.12 Lifted, torn, curled, or cupped shingles. | No action required. | Owner maintenance is required. Cupping in excess of 1/2 in. should be reported to the manufacturer. |
| 3.13 Shingles that have blown off. | Builder will correct affected area if due to poor installation. | Shingles shall not blow off in winds less than the manufacturer's specifications. |
| 3.14 Inadequate ventilation. | Builder will provide adequate ventilation. | Moisture accumulation in attics which are not adequately vented is a deficiency. Owner is responsible to keep vents clear of obstructions to promote air flow. |
| 3.15 Water stays in gutters. | Builder will correct to limit standing water depth at 1 in. | Owner is responsible for keeping gutters and downspouts clean. |
| 3.16 Gutter or downspout leaks. | Builder will correct leaks at connections. | Owner is responsible for keeping gutters and downspouts clean. Gutters may overflow during heavy rains. |
| SITE WORK | | |
| 3.17 Standing water within 10 ft. of the foundation. | Builder will correct water which stands for more than 24 hours, or more than 48 hours in swales. | Standing water beyond the 10 ft. perimeter of the foundation is not covered by this Limited Warranty. Owner is responsible for establishing and maintaining adequate ground cover. |
| 3.18 Settling of ground around foundation walls, utility trenches or other filled areas on property where there has been excavation and backfill which affected foundation drainage. | If final grading was performed by Builder, he will replace fill in excessively settled areas only once.* | If settlement does not exceed 6 in., it is Owner's responsibility to fill affected areas. The party responsible for establishing the final grade shall provide for positive drainage away from foundation. Owner is responsible for establishing and maintaining adequate ground cover. |
| STRUCTURALLY ATTACHED STOOP, PORCH & PATIO | | |
| 3.19 Settlement, heaving or movement. | Builder will correct if movement exceeds 1 in. from the Home for stoops, porches and patios which are structurally attached. | Stoops, porches and patios which are poured separately and simply abut the house are not covered by this Limited Warranty. |
| 3.20 Concrete splatters on adjacent surfaces. | Builder will correct only if damage is documented prior to occupancy. | Owner is responsible for establishing a pre-closing walk-through inspection list. |

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.



SECTION III.

3. EXTERIOR

| OBSERVATION | ACTION REQUIRED | COMMENTS |
|--|--|--|
| WALL COVERING | | |
| 3.21 Entrance of elements through separations of wood, hardboard or fiber cement siding or trim joints, or separation between trim and surfaces of masonry or siding. | Builder will correct entrance of elements or separations exceeding 3/8 in. by caulking or other methods. | Any separations 3/8 in. or less are considered routine Owner maintenance. |
| 3.22 Cracks in stucco or similar synthetic based finishes. | Builder will correct cracks which exceed 1/8 in. in width. | Caulking and touch-up painting are examples of acceptable repair methods. Builder is not responsible for exact color, texture or finish matches. Hairline cracks are common. |
| 3.23 Siding materials become detached from the Home. | Builder will correct affected area if due to improper workmanship or materials. | Separated, loose or delaminated siding can be due to improper maintenance and is not considered a Defect. |
| 3.24 Aluminum or vinyl siding is bowed or wavy. | Builder is responsible only if installed improperly and waves or bowing exceed 1/2 in. within a 32 in. measurement. | Check your manufacturer's warranty on this product for coverage regarding dents, holes, wind specifications, etc. |
| 3.25 Paint or stain peels or deteriorates. | Builder will correct. If 75% of a particular wall is affected, entire wall will be corrected. | Some fading is normal due to weathering. Mildew and fungus on exterior surfaces are caused by climatic conditions and are considered routine maintenance. Varnish or lacquer deteriorates quickly and is not covered by this Limited Warranty. |
| 3.26 Paint splatters and smears on other surfaces. | Builder will correct only if damage is documented prior to occupancy. | Owner is responsible for establishing a pre-closing walk-through inspection list. |
| 3.27 Faulty application of paint on wall and trim surfaces. | Builder will correct affected area. If greater than 75% of wall or trim piece is affected, entire surface will be corrected. | Some minor imperfections such as over-spray, brushmarks, etc., are common and should be expected. |
| 3.28 Knot holes bleed through paint or stain. | Builder will correct affected areas where excessive bleeding of knots appear. | Knot holes will be apparent depending on the quality of material used. |
| 3.29 Vent or louver leaks. | Builder will correct if caused by improper installation. | Properly installed louvers or vents may at times allow rain or snow to enter under strong wind conditions and is not a deficiency. |
| 3.30 Cracks in masonry, veneer, stone, etc. | Builder will correct cracks which exceed 1/4 in. in width. | Some cracks are common through masonry and mortar joints. Cracks 1/4 in. or less are considered routine Owner maintenance. |

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

3. EXTERIOR

| OBSERVATION | ACTION REQUIRED | COMMENTS |
|---|---|---|
| WINDOWS | | |
| 3.31 Condensation or frost on interior window surface. | No action required. | Condensation is relative to the quality and type of windows. Temperature differences in high levels of humidity along with individual living habits will cause condensation. |
| 3.32 Clouding or condensation between panes of glass. | Builder will correct only if damage is documented prior to occupancy. | Owner is responsible for establishing a pre-closing walk-through inspection list. |
| 3.33 Glass breakage. | Builder will correct only if damage is documented prior to occupancy. | Owner is responsible for establishing a pre-closing walk-through inspection list. |
| 3.34 Excessive drafts and leaks. | Builder will correct poorly fitted windows. | Relative to the quality and type of windows, drafts are sometimes noticeable around windows, especially during high winds. It may be necessary for the Owner to have storm windows installed to provide a satisfactory solution in high wind areas. All caulking materials expand and contract due to temperature variation and dissimilar materials. Maintenance of weather-stripping is Owner's responsibility. |
| 3.35 Difficult to open, close or lock. | Builder will correct. | Windows should open, close and lock with reasonable pressure. |

4. INTERIOR

| DOORS | | |
|---|---|--|
| 4.1 Latch is loose or rattles. | No action required. | Some minor movement should be expected. |
| 4.2 Binds, sticks or does not latch. | Builder will correct if due to faulty workmanship and materials. | Seasonal changes may cause doors to expand and contract, and are usually temporary conditions. |
| 4.3 Warping. | Builder will correct warping which exceeds 1/4 in., measured vertically, horizontally or diagonally. | Seasonal changes may cause doors to expand and contract, and are usually temporary conditions. |
| 4.4 Excessive opening at bottom. | Builder will correct gaps in excess of 1-1/2 in. between bottom of passage door and finished floor or 2 in. between bottom of closet door and finished floor. | Gaps under doors are intended for air flow. |
| 4.5 Rubs on carpet. | Builder will correct. | Builder is not responsible if Owner installs carpet. |

SECTION III.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.



SECTION III.

4. INTERIOR

| OBSERVATION | ACTION REQUIRED | COMMENTS |
|---|--|---|
| WALLS, CEILINGS, SURFACES, FINISHES & TRIMS | | |
| 4.6 Cracks and separations in drywall, lath or plaster; nail pops. | Builder will correct cracks in excess of 1/8 in. in width. Builder will correct nail pops which have broken finished surface. Repair cracks and/or nail pops and touch up paint to match as close as possible, one time only. Such conditions should be reported near the end of Year 1 of the warranty period to allow for normal movement of the Home. | Minor seam separations and cracks, and other slight imperfections, are common and should be expected. Minor depressions and slight mounds at nail heads are not Defects. |
| 4.7 Peeling of wallpaper. | Builder will correct if not due to Owner neglect or abuses. | Builder is not responsible for wallpaper installed by Purchaser. Owner is responsible for maintaining adequate ventilation in areas of high humidity, such as kitchens and bathrooms. |
| 4.8 Separated seams in wallpaper. | Builder will correct if wall surface is readily visible. | Minor imperfections can be expected. |
| 4.9 Lumps, ridges and nail pops in wallboard which appear after Owner has wall covering installed by himself or others. | No action required. | Owner should insure that surface to be covered is suitable for installation of wall covering. |
| 4.10 Surface deficiencies in finished woodwork. | Builder will correct readily apparent splits, cracks, hammer marks and exposed nail heads, only if documented prior to occupancy. | Owner is responsible for establishing a pre-closing walk-through inspection list. |
| 4.11 Gaps between trim and adjacent surfaces, and gaps at trim joints. | Builder will correct gaps in excess of 1/8 in. at trim joints and 1/4 in. between trim and adjacent surfaces. | Some separation due to lumber shrinkage is normal and should be expected. |
| 4.12 Cracks in ceramic grout joints. | Builder will correct cracks in excess of 1/8 in. one time only. | Cracking of grout joints is common and is considered routine Owner maintenance unless excessive. |
| 4.13 Ceramic tile cracks or becomes loose. | Builder will correct only if documented prior to occupancy. | Owner is responsible for establishing a pre-closing walk-through inspection list. |
| 4.14 Cracking or deterioration of caulking. | No action required. | All interior caulking shrinks and deteriorates. Owner maintenance is required. |



WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

4. INTERIOR

SECTION III.

| OBSERVATION | ACTION REQUIRED | COMMENTS |
|--|---|--|
| WALLS, CEILINGS, SURFACES, FINISHES & TRIMS | | |
| 4.15 Wall or trim surfaces visible through paint. | Builder will correct affected area. If greater than 75% of wall, trim piece, or ceiling is affected, entire surface will be corrected. The surface being painted shall not show through new paint when viewed from a distance of 6 feet under normal lighting conditions. | Some minor imperfections such as overspray, brushmarks, etc., are common and should be expected. |
| FLOOR COVERING* | | |
| 4.16 Resilient flooring comes loose at edge. | Builder will correct. | Owner maintenance is required. |
| 4.17 Gaps at seams of resilient flooring. | Builder will correct gaps of similar materials in excess of 1/8 in., and 3/16 in. where dissimilar materials abut. | Minor gaps should be expected. |
| 4.18 Fastener pops through resilient flooring. | Builder will correct affected area where fastener has broken through floor covering. | Sharp objects such as high heels, table and chair legs, can cause similar problems, and are not covered by this Limited Warranty. |
| 4.19 Depressions or ridges in resilient flooring at seams of sub-flooring. | Builder will correct depressions or ridges which exceed 1/8 in. in height or depth. | This is determined by placing a 6 in. straight edge over ridge or depression, with 3 in. on either side, and measuring height or depth at sub-flooring seam. |
| 4.20 Cuts and gouges in any floor covering. | Builder will correct only if documented prior to occupancy. | Owner is responsible for establishing a pre-closing walk-through inspection list. |
| 4.21 Hollow sounding marble or tile. | No action required. | Hollow sounding marble or tile is not a deficiency of construction and is not covered under this warranty. |
| 4.22 Fades, stains or discolors. | Builder will correct stains or spots only if documented prior to occupancy. | Fading is not a deficiency. Owner is responsible for establishing a pre-closing walk-through inspection list. |
| 4.23 Premature wearing of carpet. | No action required. | Excessive wear in high-traffic areas such as entryways and hallways is normal. Wearability is directly related to quality of carpet. |
| 4.24 Visible gaps at carpet seams. | Builder will correct gaps. | Seams will be apparent. Owner maintenance is required. |
| 4.25 Carpet becomes loose or buckles. | Builder will correct one time only. | Some stretching is normal. Owner should exercise care in moving furniture. |

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.



SECTION III.

5. MECHANICAL

| OBSERVATION | ACTION REQUIRED | COMMENTS |
|--|--|---|
| ELECTRICAL | | |
| 5.1 Circuit breakers trip excessively. | Builder will correct if tripping occurs under normal usage. | Ground Fault Circuit Interrupters (GFCI) are intended to trip as a safety factor. Tripping that occurs under abnormal use is not covered by this Limited Warranty. |
| 5.2 Outlets, switches or fixtures malfunction. | Builder will correct if caused by defective workmanship or materials. | Owner should exercise routine care and maintenance. Replacement of light bulbs is Owner's responsibility. |
| HEATING & COOLING | | |
| 5.3 Condensation lines clog under normal use. | No action required. | Condensation lines will clog under normal conditions. Continued operation of drain line requires Owner maintenance. |
| 5.4 Noisy duct work. | Builder will correct oil canning noise if caused by improper installation. | When metal heats and cools, ticking and cracking may occur and are not covered by this Limited Warranty. |
| 5.5 Insufficient heating. | Builder will correct if Heating System cannot maintain a 70 degree Fahrenheit temperature, under normal operating and weather conditions. Temperature shall be measured at a point 5 ft. above center of floor in affected area. All rooms may vary in temperature by as much as 4 degrees. | Orientation of the Home, location of rooms and location of vents will also provide a temperature differential. There may be periods when outdoor temperature falls below design temperature thereby lowering temperature in the Home. Certain aspects of the Home including, but not limited to, expansive stairways, open foyers, sunrooms or cathedral ceilings may cause abnormal variation from these Standards and are not covered by this Limited Warranty. |
| 5.6 Insufficient cooling. | Builder will correct if Cooling System cannot maintain a 78 degree Fahrenheit temperature, under normal operating and weather conditions. Temperature shall be measured at a point 5 ft. above center of the floor in the affected room. On excessively hot days, where outside temperature exceeds 95 degrees Fahrenheit, a difference of 17 degrees from outside temperature will be difficult to maintain. All rooms may vary in temperature by as much as 4 degrees. | Orientation of the Home, location of rooms and location of vents will also provide a temperature differential. There may be periods when outdoor temperature rises above design temperature thereby raising temperature in the Home. Certain aspects of the Home including, but not limited to, expansive stairways, open foyers, sunrooms or cathedral ceilings may cause abnormal variation from these Standards and are not covered by this Limited Warranty. |
| 5.7 Refrigerant line leaks. | Builder will correct. | Owner maintenance is required on the system. |

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

5. MECHANICAL

| OBSERVATION | ACTION REQUIRED | COMMENTS |
|---|--|--|
| PLUMBING | | |
| 5.8 Pipe freezes and bursts. | Builder will correct if due to faulty workmanship or materials. | Proper winterization of pipes is considered routine maintenance and Owner should maintain suitable temperatures inside the Home. |
| 5.9 Noisy water pipe. | Builder will correct hammering noise if caused by improper installation. | Some noise can be expected due to flow of water and pipe expansion. This is not a Defect. |
| 5.10 Plumbing fixtures and trim fittings leak or malfunction. | Builder will correct if due to faulty workmanship and materials. | Owner maintenance is required. Scratches, tarnishing or marring must be noted on a pre-closing walk-through inspection list. |
| 5.11 Damaged or defective plumbing fixtures and trim fittings. | Builder will correct only if documented prior to occupancy. | Owner is responsible for establishing a pre-closing walk-through inspection list. Defective trim fittings and plumbing fixtures are covered under the manufacturer's warranty. |

6. SPECIALTIES

| BATHROOM & KITCHEN | | |
|--|--|---|
| 6.1 Cabinet separates from wall or ceiling. | Builder will correct separation in excess of 1/4 in. | Some separation is normal. Caulking is an acceptable method of repair. |
| 6.2 Crack in door panel. | Builder will correct only if documented prior to occupancy. | Owner is responsible for establishing a pre-closing walk-through inspection list. |
| 6.3 Warping of cabinet door or drawer front. | Builder will correct if warp exceeds 3/8 in. as measured from cabinet frame. | Seasonal changes may cause warping and may be a temporary condition. |
| 6.4 Doors or drawers do not operate. | Builder will correct. | Owner maintenance is required. |
| 6.5 Chips, cracks, scratches on countertop, cabinet fixture or fitting. | Builder will correct only if documented prior to occupancy. | Owner is responsible for establishing a pre-closing walk-through inspection list. |
| 6.6 Delamination of countertop or cabinet. | Builder will correct only if documented prior to occupancy. | Owner is responsible for establishing a pre-closing walk-through inspection list. |
| 6.7 Cracks or chips in fixture. | Builder will correct only if documented prior to occupancy. | Owner is responsible for establishing a pre-closing walk-through inspection list. |

SECTION III.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.



SECTION III.

6. SPECIALTIES

| OBSERVATION | ACTION REQUIRED | COMMENTS |
|---|--|--|
| CHIMNEY & FIREPLACE | | |
| 6.8 Exterior and interior masonry veneer cracks. | Builder will correct cracks in excess of 1/4 in. in width. | Some cracks are common in masonry and mortar joints. Cracks 1/4 in. in width or less are considered Owner maintenance. |
| 6.9 Firebox color is changed; accumulation of residue in chimney or flue. | No action required. | Owner maintenance is required. |
| 6.10 Chimney separates from the Home. | Builder will correct separation in excess of 1/2 in. within 10 ft. | Newly built chimneys will often incur slight amounts of separation. |
| 6.11 Smoke in living area. | Builder will correct if caused by improper construction or inadequate clearance. | Temporary negative draft situations can be caused by high winds; obstructions such as tree branches too close to the chimney; the geographic location of the fireplace; or its relationship to adjoining walls and roof. In some cases, it may be necessary to open a window to create an effective draft. Since negative draft conditions could be temporary, it is necessary that Owner substantiate problem to Builder by constructing a fire so the condition can be observed. |
| 6.12 Water infiltration into firebox from flue. | No action required. | A certain amount of rainwater can be expected under certain conditions. |
| 6.13 Firebrick or mortar joint cracks. | No action required. | Intense heat may cause cracking. |
| INSULATION | | |
| 6.14 Air infiltration around electrical receptacles. | No action required. | Air flow around electrical boxes is normal and is not a deficiency. |

**WARRANTY STANDARDS • B. YEARS 1 & 2 COVERAGE ONLY
C. TEN YEAR MSD COVERAGE ONLY**

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

B. SYSTEMS - YEARS 1 & 2

| OBSERVATION | ACTION REQUIRED | COMMENTS |
|--|---|--|
| ELECTRICAL | | |
| B.1 Wiring fails to carry specified load. | Builder will correct if failure is due to improper installation or materials. | Switches, outlets and fixtures are applicable to Year 1 Coverage Only . |
| HEATING AND COOLING | | |
| B.2 Duct work separates. | Builder will correct. | Owner maintenance is required. |
| PLUMBING* | | |
| B.3 Pipe leaks. | Builder will correct. | Condensation on pipes does not constitute leakage. Faulty faucets, valves, joints and fittings are applicable to Year 1 Coverage Only . |
| B.4 Water supply stops. | Builder will correct if due to faulty workmanship or materials inside the Home. | Drought or causes other than faulty workmanship and materials will not be covered under this Limited Warranty. |
| B.5 Clogged drain or sewer. | Builder will correct clog within structure caused by faulty workmanship or materials. | Clogs and stoppages beyond the exterior wall are not covered by this Limited Warranty. Routine Owner maintenance and proper use is required. |

C. TEN YEAR MSD COVERAGE

MAJOR STRUCTURAL DEFECTS

| | | |
|---------------------------------------|---|---|
| C.1. Major Structural Defects. | The criteria for establishing the existence of a Major Structural Defect is set forth in Section I.B.14 of this Limited Warranty Agreement. | The Warrantor will correct Major Structural Defects, limited to such actions as are necessary to restore the load-bearing capability of the component(s) affected by a Major Structural Defect. |
|---------------------------------------|---|---|

SECTION III.



SECTION IV.

A. Notice to Warrantor in Years 1 & 2

1. If a Defect occurs in Years 1 and 2, you must notify your Builder in writing. Your request for warranty performance should clearly describe the Defect(s) in reasonable detail.
2. Request for warranty performance to your Builder does not constitute notice to the Administrator, and it will not extend applicable coverage periods.
3. If a request for warranty performance to your Builder does not result in satisfactory action within a reasonable time, written notice must be given to RWC, Administrator, at warranty.resolution@rwcwarranty.com or forwarded by certified mail, return receipt requested to 5300 Derry Street, Harrisburg, Pennsylvania 17111, Attn: Warranty Resolution Department. This notice should describe each item in reasonable detail.
4. *Please note that a written request for warranty performance must be emailed no later than thirty (30) days after the expiration of the applicable warranty period or sent to RWC by certified mail, return receipt requested and postmarked no later than thirty (30) days after the expiration of the applicable warranty period. For example, if the item is one which is warranted by your Builder during your second year of coverage, a request for warranty performance must be emailed or mailed to RWC and postmarked no later than thirty (30) days after the end of the second year to be valid.*
5. You must provide the Warrantor with reasonable weekday access during normal business hours in order to perform its obligations. Failure by you to provide such access to the Warrantor may relieve the Warrantor of its obligations under this Limited Warranty.
6. If your Builder does not fulfill its obligations under this Limited Warranty, the Administrator will process the request for warranty performance as described in the Limited Warranty and subject to the provisions of IV.F.

B. Notice to Warrantor in Years 3–10

If a Defect related to a warranted MSD occurs in Years 3 through 10 of this Limited Warranty, you must notify the Administrator to review the item within a reasonable time after the situation arises. All such notices must be presented in writing to RWC, Administrator, at warranty.resolution@rwcwarranty.com or forwarded by certified mail, return receipt requested to RWC, Ad-

ministrator, 5300 Derry Street, Harrisburg, Pennsylvania 17111, Attn: Warranty Resolution Department. Any such notice should describe the condition of the MSD in reasonable detail. Requests for warranty performance emailed or postmarked more than thirty (30) days after the expiration of the term of this Limited Warranty will not be honored.

C. Purchaser's Obligations

1. **Your notice to the Administrator must contain the following information:**
 - a. Validation # and Effective Date Of Warranty;
 - b. Your Builder's name and address;
 - c. Your name, address, email address and phone number (including home, cell and work numbers);
 - d. Reasonably specific description of the warranty item(s) to be reviewed;
 - e. A copy of any written notice to your Builder;
 - f. Photograph(s) may be required; and
 - g. A copy of each and every report you have obtained from any inspector or engineer.
2. You have an obligation to cooperate with the Administrator's mediation, inspection and investigation of your warranty request. From time to time, the Administrator may request information from you regarding an alleged Defect. Failure by you or your appointed representative to respond with the requested information within thirty (30) days of the date of the Administrator's request can result in the closing of your warranty file.

D. Mediation and Inspection

Within thirty (30) days following the Administrator's receipt of proper notice of request for warranty performance, the Administrator may review and mediate your request by communicating with you, your Builder and any other individuals or entities who the Administrator believes possess relevant information. If, after thirty (30) days, the Administrator has not been able to successfully mediate your request, or at any earlier time when the Administrator believes that your Builder and you are at an impasse, then the Administrator will notify you that your request has become an Unresolved Warranty Issue. At any time following the receipt of proper notice of your request for warranty performance, the Administrator may schedule an inspection of the item. You must provide the Administrator reasonable access for any such inspection as discussed in

REQUESTING WARRANTY PERFORMANCE

SECTION IV.

Section IV.A.5. The Administrator, at its discretion, may schedule a subsequent inspection to determine Builder compliance.

When a request for warranty performance is filed and the deficiency cannot be observed under normal conditions, it is your responsibility to substantiate that the need for warranty performance exists including any cost involved. If properly substantiated, you will be reimbursed by the Warrantor.

E. Arbitration*

You begin the arbitration process by giving the Administrator written notice of your request for arbitration of an Unresolved Warranty Issue. The written notice of your request for arbitration must be received by the Administrator no later than thirty (30) days following the expiration of the ten year warranty period. However, if you receive notification of an Unresolved Warranty Issue from the Administrator following the expiration of the ten year warranty period, then this period is extended and written notice of your request for arbitration must be received by the Administrator no later than thirty (30) days from the date of your receipt of notification of the Unresolved Warranty Issue. Within twenty (20) days after the Administrator's receipt of your notice of request for arbitration, any Unresolved Warranty Issue that you have with the Warrantor shall be submitted to an independent



arbitration service experienced in arbitrating residential construction matters upon which you and the Administrator agree. This **binding** arbitration is governed by the procedures of the Federal Arbitration Act, 9 U.S.C. §§ 1 *et. seq.* If you submit a request for arbitration, you must pay the arbitration fees before the matter is submitted to the arbitration service. After arbitration, the Arbitrator shall have the power to award the cost of this fee to any party or to split it among the parties to the arbitration. The arbitration shall be conducted in accordance with this Limited Warranty and the arbitration rules and regulations to the extent that they are not in conflict with the Federal Arbitration Act.

Within one (1) year after an arbitration award, either party may apply to the U.S. District Court where the Home is situated to confirm the award. The Administrator's receipt of a written request for arbitration in appropriate form shall stop the running of any statute of limitations applicable to the matter to be arbitrated until the Arbitrator renders a decision. The decision of the Arbitrator shall be final and binding upon all parties.[†]

Since this Limited Warranty provides for mandatory binding arbitration of Unresolved Warranty Issues, if any party commences litigation in violation of this Limited Warranty, such party shall reimburse the other parties to the litigation for their costs and expenses, including attorney fees, incurred in seeking dismissal of such litigation.*

In Years 1 & 2, the Builder shall have sixty (60) days from the date the Administrator sends the Arbitrator's award to the Builder to comply with the Arbitrator's decision. In Years 3-10, the Warrantor shall have sixty (60) days from the date the Administrator receives the Arbitrator's award to comply with the Arbitrator's decision. Warranty compliance will begin as soon as possible and will be completed within the sixty-day compliance period with the exception of any repair that would reasonably take more than sixty (60) days to complete, including, but not limited to, repair delayed or prolonged by inclement weather. The Warrantor will complete such repair or replacement as soon as possible without incurring overtime or weekend expenses.

You may request a compliance arbitration within twenty (20) days after the sixty-day compliance period has expired by giving the Administrator written notice of your request. You must pay the fees for the compliance arbitration prior to the matter being submitted to the arbitration service.

F. Conditions of Warranty Performance

1. You must provide the Warrantor and/or Administrator with reasonable weekday access during normal business hours to inspect the condition of your Home and/or to perform their obligations.
2. When your request for warranty performance is determined to be a warranted issue, the Warrantor reserves the right to repair or replace the warranted item, or to pay you the reasonable cost of repair or replacement.
3. In Years 1 and 2, if your Builder defaults in its warranty obligations, the Administrator will process the request for warranty performance provided you pay a warranty service

*FHA/VA Homeowners, refer to HUD Addendum, Section V.D.

† Homeowners in the State of New York, refer to State of New York Addendum, Section V.B.

REQUESTING WARRANTY PERFORMANCE

- fee of \$250 for each request prior to repair or replacement.**◆
4. In Years 3 through 10 you must pay the Administrator a warranty service fee of \$500 for each request.**◆
 5. If the Administrator elects to award you cash rather than repair or replace a warranted item, the warranty service fee will be subtracted from the cash payment.
 6. If the Warrantor pays the reasonable cost of repairing a warranted item, the payment shall be made to you and to any mortgagee or mortgagee's successor as each of your interests may appear; provided that the mortgagee has notified the Administrator in writing of its security interest in the Home prior to such payment. Warrantor shall not have any obligation to make payment jointly to the Purchaser and mortgagee where the mortgagee has not notified your Builder or the Administrator in writing of its security interest in the Home prior to such payment. Any mortgagee shall be completely bound by any mediation or arbitration relating to a request for warranty performance between you and the Warrantor.*
 7. Prior to payment for the reasonable cost of repair or replacement of warranted items, you must sign and deliver to the Builder or the Administrator, as applicable, a full and unconditional release, in recordable form, of all legal obligations with respect to the warranted Defects and any conditions arising from the warranted items.
 8. Upon completion of repair or replacement of a warranted Defect, you must sign and deliver to the Builder or the Administrator, as applicable, a full and unconditional release, in recordable form, of all legal obligations with respect to the Defect and any conditions arising from the situation. The repaired or replaced warranted item will continue to be warranted by this Limited Warranty for the remainder of the applicable period of coverage.
 9. If the Warrantor repairs, replaces or pays you the reasonable cost to repair or replace a warranted item, the Warrantor shall be subrogated to all your rights of recovery against any person or entity. You must execute and deliver any and all instruments and papers and take any and all other actions necessary to secure such rights, including, but not limited to, assignment of proceeds of any insurance or other warranties to the Warrantor. You shall do nothing to prejudice these rights of subrogation.
 10. Any Warrantor obligation is conditioned upon your proper maintenance of the Home, common elements and grounds to prevent damage due to neglect, abnormal use or improper maintenance.



SECTION IV.

11. Condominium Procedures:

- a. In the case of common elements of a condominium, at all times, owner(s) of each unit affected by the common elements in need of warranty performance shall each be responsible to pay the warranty service fee (\$250 in Years 1 and 2, \$500 in Years 3 through 10) for each request for warranty performance.**
- b. If a request for warranty performance under this Limited Warranty involves a common element in a condominium, the request may be made only by an authorized representative of the condominium association. If the Builder retains a voting interest in the association of more than 50%, the request may be made by unit owners representing 10% of the voting interests in the association.
- c. If a request for warranty performance under this Limited Warranty involves a common element affecting multiple units, and all affected units are not warranted by the RWC Warranty Program, the Insurer's liability shall be limited to only those units warranted by the RWC Warranty. The limit of liability shall be prorated based upon the number of units warranted by this Limited Warranty.

*FHA/VA Homeowners, refer to HUD Addendum, Section V.D.

◆Homeowners in Maryland, refer to Maryland Addendum, Section V.E.

*Homeowners in Newark, Delaware, refer to Newark, Delaware, Addendum, Section V.A.



SECTION
V.

A. Newark, Delaware, Addendum

The warranty service fee as described in **Sections IV.F.3., IV.F.4. and IV.F.11.a** will be waived for homes built in the city of Newark, Delaware.

B. State of New York Addendum

Except as expressly provided in this Addendum, the warranties and rights listed herein are in addition to, and are not exclusive of, any warranties or rights listed in this Limited Warranty.

1. **Appliances and Items of Equipment** — Subject to other terms and conditions listed in this Limited Warranty, the exclusion concerning deficiencies in Appliances and Items of Equipment described in **Section II.E.14.** of this Limited Warranty shall not apply during the first two (2) years of the warranty term wherever (i) such Appliances and Items of Equipment are components of the Cooling, Ventilating, Heating, Electrical or Plumbing Systems; and (ii) the deficiencies in such fixtures, Appliances or Items of Equipment are the result of defective installation by your Builder.
2. **Standards** — **Section III.** — If the statutes of the State of New York provide greater coverage than the provisions of this Limited Warranty, those provisions shall modify the warranty to allow for the greater coverage.
3. **Alternative Dispute Resolution** — When making a request for warranty performance pursuant to **Section IV.E.** of this Limited Warranty, you have no obligation to submit to binding arbitration, nor do you have to pay any fee or charge for participation in non-binding arbitration or any mediation process concerning your request. However, any Unresolved Warranty Issues must be submitted to arbitration before a legal proceeding may be commenced. Further, if an Owner resorts to litigation, the rights and obligations imposed by **Section IV.E.** shall apply to such litigation.

C. State of Indiana Addendum

The warranties and rights listed above are in addition to, and are not exclusive of, any warranties listed in this book.

Notwithstanding anything contained in the attached printed form of the RWC Limited Warranty, this Limited Warranty shall include the following protection per **Section II.C.**, and is amended to read as follows:

1. **Two Year Coverage** — Commencing on the Effective Date of this Limited Warranty as specified on the Application For Warranty

form, and subject to the terms and conditions listed herein, your Builder warrants that for a period of two (2) years your Home will be free from Defects due to nonconformity with the Warranty Standards set forth in **Section III.** of this Limited Warranty. With respect to fixtures, Appliances and Items of Equipment, the Warranty is for one (1) year or the manufacturer's written warranty, whichever is less. For Year Two Coverage for Indiana Homes with VA/FHA Financing, the following provisions of the HUD Addendum **Section V.D.** are not applicable in Year 2: **Section V.D.5, Section V.D.13, Section V.D.16, and Section V.D.19.**

2. **Years 3 And 4 Coverage Only** — During the third and fourth year following the Effective Date Of Warranty as specified on the Application For Warranty form, and subject to the terms and conditions listed in this Limited Warranty, your Home will be free from Defects caused by poor workmanship and materials in its roof and roof systems.

D. HUD Addendum (Applicable to VA/FHA Financed Homes only)

1. **Section I.B.** — The following definition is added: Emergency Condition is an event or situation that presents an imminent threat of damage to the Home or common elements and results in an unsafe living condition due to Defects or Major Structural Defect failures that manifest themselves outside of the Warrantor's normal business hours and precludes you from obtaining prior written approval to initiate repairs to stabilize the condition and prevent further damage.
2. **Section I.B.9. Effective Date Of Warranty** — The following language is substituted: The Effective Date Of Warranty will be the date on which closing or settlement occurs in connection with the initial sale of the Home. In no event will the Effective Date Of Warranty be later than the date of FHA endorsement of your Mortgage on the Home.
3. **Section I.B.14. Major Structural Defects** — The following language is substituted for a-c.: A Major Structural Defect is actual physical damage to the designated load-bearing portions of a Home caused by failure of such load-bearing functions to the extent that the Home becomes unsafe, unsanitary, or otherwise unlivable. The following language is added: Delamination or rupture of roof sheathing shall be deemed a Major Structural Defect in need of warranty performance.

4. **Sections II.A.5 and II.A.6** — Foreclosure does not void the Limited Warranty for VA/FHA Financed Homes only.
5. **Section II.C.1. One Year Coverage** — The following language is added: Notwithstanding anything to the contrary contained in this Limited Warranty, during the first year of coverage, your Builder will repair or restore the reliable function of Appliances and Equipment damaged during installation or improperly installed by your Builder. In addition, your Builder will correct Construction Deficiencies in workmanship and materials resulting from the failure of the Home to comply with standards of quality as measured by acceptable trade practices. Construction Deficiencies are Defects (not of a structural nature) in the Home that are attributable to poor workmanship or to the use of inferior materials which result in the impaired functioning of the Home or some part of the Home. Defects resulting from your abuse or from normal wear and tear are not considered Construction Deficiencies.
6. **Section II.C.4. Condominium Coverage** — The following language is substituted: The Limited Warranty shall only apply to warranted common elements which are those portions of the defined Electrical, Heating, Ventilating, Cooling, Plumbing and structural Systems which serve two (2) or more residential units, and are contained wholly within a residential structure that, if defective, would constitute a health or safety condition for the occupants. Examples of common elements which are covered by this Limited Warranty are hallways, meeting rooms, stairwells and other spaces wholly within the residential structure serving two (2) or more units; and structurally attached balconies, arches and decks. Examples of common elements which are not covered under this Limited Warranty are club houses, recreational buildings and facilities, walkways, exterior structures, or any other non-residential structure which is part of the condominium.
7. **Section II.C.** — The following coverage is added for the **State of Colorado ONLY**: The Builder's warranty for basement slabs in the State of Colorado is extended from the first through the fourth year.
8. **Section II.D.** — The following statement is added: This agreement is non-cancelable by the Warrantor.
9. **Section II.D.9.** is deleted.
10. **Section II.D.10.** — The following language is added: Repairs to the Home may be made without the prior written authorization of the Warrantor only in the event an Emergency Condition arises that necessitates repairs be made for the sole purpose of protecting the Home from further damage. You must notify the Warrantor as soon as possible, but in no event, later than five (5) days after the repairs have been made in order to qualify for reimbursement. An accurate, written record of the repair cost must accompany your notification.
11. **Section II.E.1.d.** — The following language is substituted: Loss or damage which is covered by any other insurance or for which compensation is granted by state legislation.
12. **Section II.E.1.e.** — The following language is substituted: resulting directly or indirectly from flood, waves, tidal water, overflow of a body of water, or spray from any of these (whether or not driven by wind), water which backs up from sewers or drains, changes in the water table which were not reasonably foreseeable, wetlands, springs or aquifers. Surface water and underground water which cause an unforeseeable hydrostatic condition with resultant damage to the structure are covered.
13. **Section II.E.2.d.** is deleted.
14. **Section II.E.2.m.** — The following language is substituted: any portion of a public Water Supply System, including volume and pressure of water flow.
15. **Section II.E.2.o.** — The following language is substituted: any portion of a public Sewage Disposal System, including design.
16. **Section II.E.2.p.** — exclusion is deleted.
17. **Section II.E.5.** — The following language is substituted: Consequential Damages to personal property are excluded. Consequential Damages to real property as a result of a Defect or repair of a Defect are covered.
18. **Section II.E.9.** — The following language is added: Warranted Defects repaired as a result of emergency property protection measures as described and defined in this addendum are covered.
19. **Section III.A.**
 - a. **Site Work** — The following language is substituted:
 - (1) **3.18 (Action Required)** If final grading was performed by the Builder, he will replace fill in excessively settled areas.
 - b. **Floor Covering** — The following language is added:
 - (1) **4.26 (Observation)** Gaps or cracks between finished floor boards. **(Action Required)** Builder will correct gaps or



SECTION V.



SECTION
V.



cracks which exceed 1/8 in. in width. **(Comments)** Finished wood floors expand and contract due to humidity changes in your Home. Cracks and gaps which shrink and disappear in non-heating seasons are considered normal.

- (2) **4.27 (Observation)** Cupping, crowning or loose finished floor boards. **(Action Required)** Builder will correct only if caused by a Defect in installation. **(Comments)** Finished wood flooring cups from gaining or losing moisture on one side faster than the other. Some cupping and crowning should be considered normal due to growth rings in the tree and the part of the tree used. The Builder is not responsible for natural properties of the product, or for climatic conditions and personal living habits which can affect moisture content of floor boards. Cupping or crowning action may have loosened nails or adhesive. Owner is responsible if condition is caused by conditions beyond Builder's control.
- (3) **4.28 (Observation)** Ceramic tile cracks or loosens. **(Action Required)** Builder will correct only if documented prior to occupancy. **(Comments)** Owner is responsible for establishing a pre-closing walk-through inspection list.
- 20. **Section III.B.6.** — The following language is added: **(Observation)** Septic system fails. **(Action Required)** Builder will correct if damage is due to poor workmanship or materials, which are not in conformance with Sewage Enforcement Officer's instructions as per design and installation only. **(Comments)** Builder is required to abide by state or local requirements for the installation of on-site sewage disposal system. Any deficiency or failure which occurs or is caused by a condition other than faulty workmanship or materials, such as design, is not covered by this Limited Warranty. Owner is responsible for routine maintenance of system, which may include, but not be limited to: pumping the septic tank; adding chlorine to a chlorinator; and refraining from driving or parking vehicles or equipment on the system. Damages caused by freezing, soil saturation, underground springs, water run-off, excessive use and an increase in level of water table are among causes not covered by this Limited Warranty.
- 21. **Section IV.E. Arbitration** — The following language is added: The judicial resolution of disputes is not precluded by this warranty and

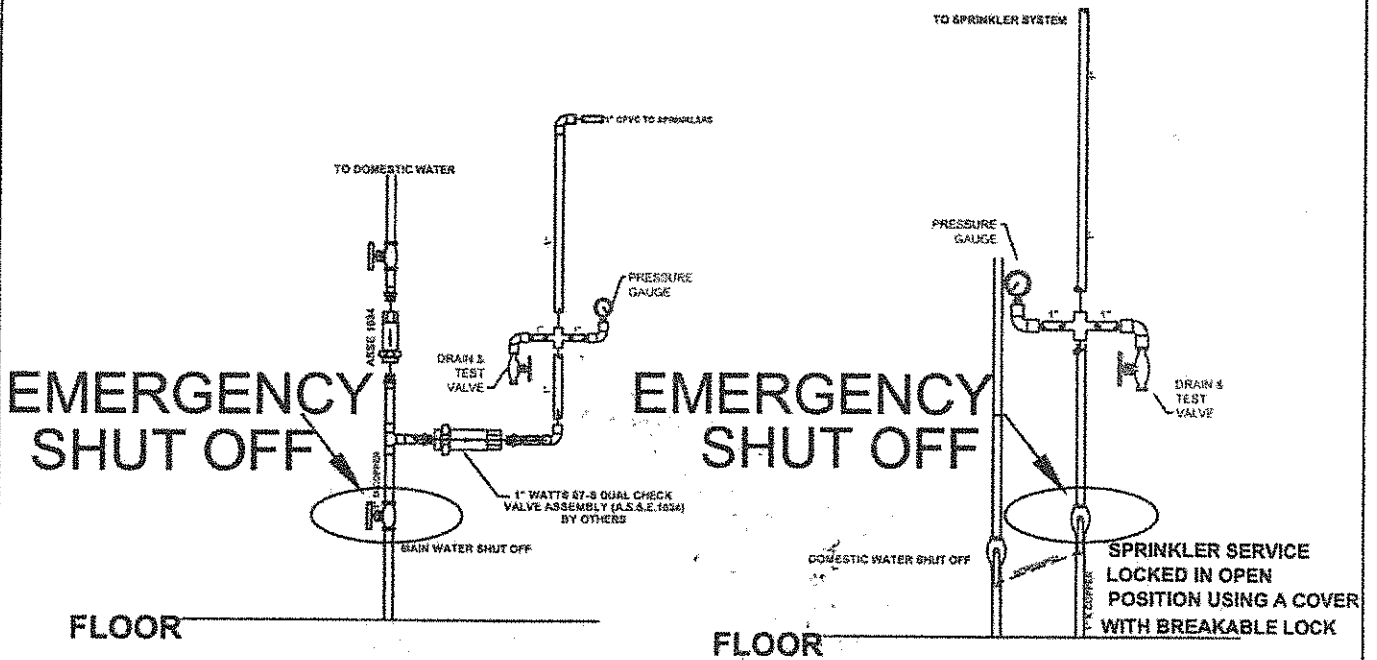
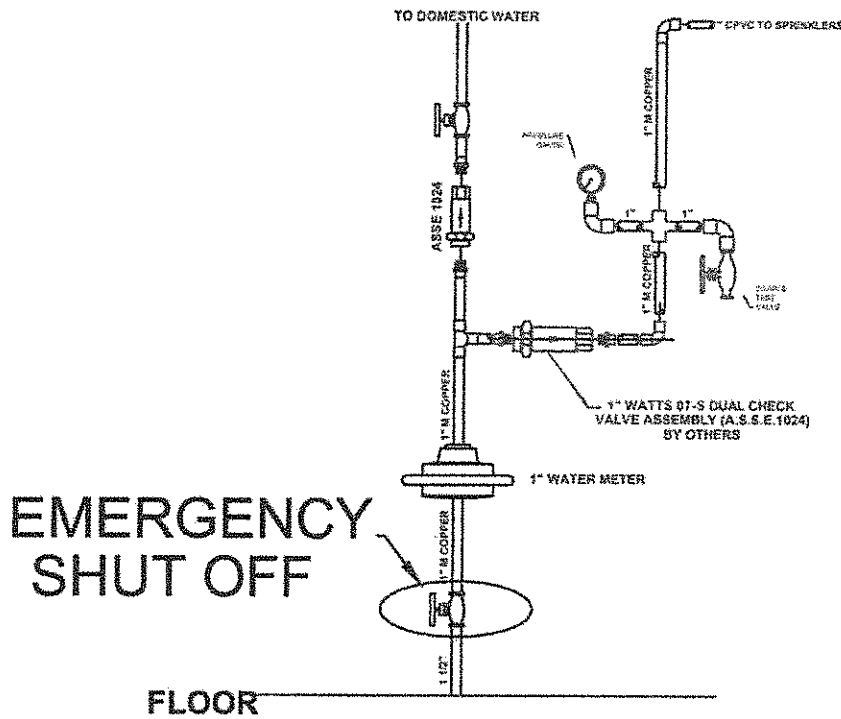
- may be pursued by the homeowner at any time during the dispute resolution process.
- 22. **Section IV.E. Arbitration** — Because HUD does not require mandatory arbitration, the following is deleted: Since this Limited Warranty provides for mandatory binding arbitration of disputes, if any party commences litigation in violation of this Limited Warranty, such party shall reimburse the other parties to the litigation for their costs and expenses, including attorney fees, incurred in seeking dismissal of such litigation.
- 23. **Section IV.F.3., F.4. and F.11.a.** — The following language is substituted: In the first two (2) years, if your Builder does not fulfill its obligations under this Limited Warranty, the Insurer will be responsible for your Builder's obligations, subject to a one-time warranty service fee of \$250. The Insurer's liability in Years 3 through 10 under this Limited Warranty is subject to a warranty service fee of \$250 per request for warranty performance. In each instance, you must pay the fee prior to the Insurer's repair or replacement. In the event of payment, the fee will be subtracted from the cash payment. In the case of the common elements of a condominium, the warranty service fee shall be \$250 per Home affected by each common element in need of service, limited to a maximum of \$5,000 per free standing structure.
- 24. **Section IV.F.6.** — The following language is added: Where a warranted Defect is determined to exist and where the Warrantor elects to pay the reasonable cost of repair or replacement in lieu of performing such repair or replacement, the cash offer must be in writing. You will be given two (2) weeks to respond. Cash offers over \$5,000 are subject to an on-site review by a HUD approved fee inspector (inspection costs will be paid by the Warrantor) unless:
 - a. the cash offer is made pursuant to a binding bid by an independent third party contractor, which will accept an award of a contract from you pursuant to such bid;
 - b. payment is being made in settlement of legal action;
 - c. you are represented by legal counsel.

E. Maryland Addendum

You should contact the Administrator personally to verify the existence of your Warranty. Further, you should report any Warranty problems, which are not promptly resolved by your Builder, to the Administrator.

- 1. **Section IV.F.3. and IV.F.4.** are not applicable for the state of Maryland.

EMERGENCY SHUT OFF LOCATION



IN THE EVENT OF AN EMERGENCY ALWAYS DIAL 911

*******WARNING*******

FIRE SPRINKLER PIPES ARE LOCATED UNDER INSULATION

USE EXTREME CAUTION WHEN ENTERING AND WORKING IN ATTIC

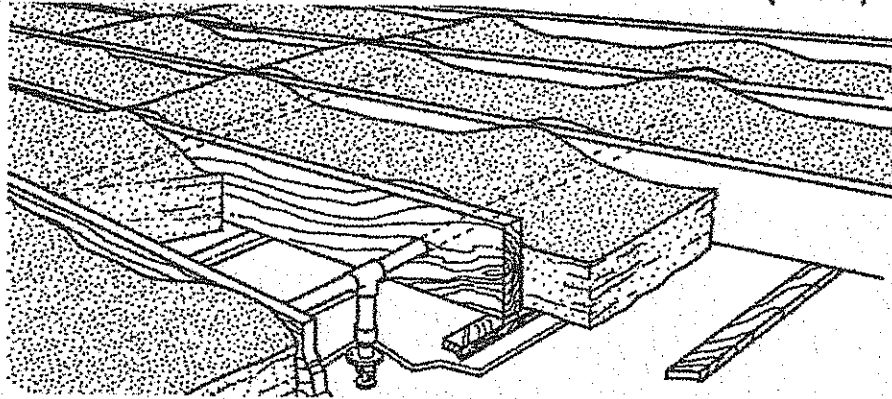
DO NOT STEP DIRECTLY ON PIPE

AFTER COMPLETING WORK, USE CARE TO ASSURE THAT ALL INSULATION IS RETURNED TO ITS PROPER PLACE TO PREVENT POSSIBLE FREEZING OF PIPES

ANY ATTIC STORAGE OR FLOORING WILL COMPRESS THE INSULATION AND REDUCE ITS INSULATING QUALITIES AND EFFECTIVENESS

NEVER TURN OFF HEAT DURING WINTER MONTHS

Copyright 2010 National Fire Protection Association (NFPA)



IN THE EVENT OF AN EMERGENCY ALWAYS DIAL 911

HOMEOWNERS ROUTINE MAINTENANCE SCHEDULE

| Suggested Routine Maintenance | Winter | | | Spring | | | Summer | | | Fall | | |
|-------------------------------|--------|------|------|--------|-----|------|--------|-----|-------|------|------|------|
| | Jan. | Feb. | Mar. | Apr. | May | June | July | Aug | Sept. | Oct. | Nov. | Dec. |

****Interior****

| | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Clean range hood/micro-wave/cook-top filters | | | | | | | | | | | | |
| Inspect washer hoses/connections | | | | | | | | | | | | |
| Inspect/clean dryer vent for lint/blockage | | | | | | | | | | | | |
| Inspect plumbing lines & P-traps beneath all sinks for potential leaks | | | | | | | | | | | | |
| Remove & clean all faucet aerators | | | | | | | | | | | | |
| Inspect grout/caulking at all baths & kitchen counter tops | | | | | | | | | | | | |
| Inspect & repair paint, caulking & drywall cracks | | | | | | | | | | | | |
| Replace furnace filter(s) (Refer to mfg. service recommendations) | | | | | | | | | | | | |
| Inspect water heater & PRV valve (refer to mfg. recommendations) | | | | | | | | | | | | |
| Replace batteries in smoke detectors' and test | | | | | | | | | | | | |
| Inspect/test operation of GFCI circuits | | | | | | | | | | | | |
| Clean weep holes, tracks & operation of all windows & patio doors | | | | | | | | | | | | |
| Inspect, clean & adjust all cabinets & hardware | | | | | | | | | | | | |
| Inspect all exterior doors, weather-stripping & proper operation | | | | | | | | | | | | |
| Inspect sump pump operation | | | | | | | | | | | | |
| Inspect/clean fireplace for proper operation (If applicable) | | | | | | | | | | | | |
| Clean & inspect all flooring materials regularly | | | | | | | | | | | | |
| Inspect over-head garage door/opener operation & maintenance | | | | | | | | | | | | |

****Exterior****

| | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Inspect roofing shingles (Wind damage/loss) | | | | | | | | | | | | |
| Inspect all exterior siding, caulking & paint | | | | | | | | | | | | |
| Inspect flat-work concrete, asphalt, walks, steps & driveways | | | | | | | | | | | | |
| Winterize sprinkler system / back-flow preventer (If applicable) | | | | | | | | | | | | |
| Clean & inspect gutters & down-spouts | | | | | | | | | | | | |
| Inspect/repair settlement at foundation, flatwork, swales, etc. | | | | | | | | | | | | |
| Winterize hose bibs | | | | | | | | | | | | |
| Review/inspection & maintenance for termite/pest control | | | | | | | | | | | | |

**The maintenance schedule consists of homeowner maintenance recommendations, and is in no way all inclusive. For additional info regarding the subjects presented here, please refer to the appropriate manufacturers instructions.