



LIMITED WARRANTY & BUILDING AND PERFORMANCE STANDARDS

DEFINITIONS, EXCLUSIONS, CONDITIONS, AND CONTRACTOR AND PURCHASER RESPONSIBILITIES

- A. Definitions- The following word and terms when used in this chapter shall have the following meanings unless the context clearly indicate otherwise.
1. Advance Effect- A tangible condition that substantially impairs the functionality of the habitable areas of the home.
 2. Contractor Responsibility- A statement of the corrective action required by the Builder to repair the Defect and any other damage resulting from making the required repair.
 3. Code -The International Residential Code or, if the context requires, the National Electrical Code.
 4. Electrical Standard - A standard contained in the applicable version of the National Electrical Code (NEC) effective on the date of commencement of construction of the home and as required by law.
 5. Excessive or excessively - A quantity, amount or degree that exceeds that which is normal, usual, or reasonable under the circumstance.
 6. Exclusion - Items, conditions or situations not warranted or not covered by a performance standard.
 7. Extreme Weather Condition(s) - Weather conditions in excess of or outside of the scope of the design criteria stated or assumed for the circumstance or locale in the Code.
 8. International Residential Code (IRC) - Substantial compliance with the non-electrical standards of a One- and Two-Family dwelling located in a municipality published by the International Code Council (ICC) that was effective on the date of commencement of construction of the Home and for those homes constructed in the unincorporated area of a county, the non-electrical version of the International Residential Code applicable to the county seat of that county in which the Home is constructed.
 9. Owner - The person or persons who first acquired title to the Home, who entered into a construction contract with Builder, and/or any and all subsequent owners who take title within the warranty period.
 10. Owner Responsibility - An action required by the Owner for proper maintenance or care of the Home, or the element or component of the Home concerned. An Owner's failure to substantially comply with a stated Owner responsibility creates an exclusion to the warranty for the performance standard.
 11. Major Structural Components - The load-bearing portions of the following elements of a Home:
 - A. Footings and Foundations;
 - B. Beams;
 - C. Headers;
 - D. Girders;
 - E. Lintels;
 - F. Columns (other than a column that is designed to be cosmetic);
 - G. Load-Bearing portions of walls and partitions;
 - H. Roof framing systems, to include ceiling framing;
 - I. Floor systems; and
 - J. Masonry Arches.
 12. Manufactured Product - A component of the Home that was manufactured away from the site of the Home and that was installed in the Home without significant modifications to the product as manufactured. Manufactured products commonly installed include, but are not limited to, dishwashers, cook tops, ovens, refrigerators, trash compactors, microwave ovens, kitchen vent fans, central air conditioning coils and compressors, furnace heat exchangers, water heaters, carpet, windows, doors, light fixtures, fireplace inserts, pipes, and electrical wires. For purposes of this Builder Warranty, a manufactured product includes any component of a Home for which the manufacturer provides a warranty, provided that the manufacturer permits transfer of the warranty to the Owner.
 13. Original Construction Elevations - Actual elevations of the foundation taken prior to substantial completion of the Home. Such actual elevations shall include elevations of porches and garages if those structures are part of a monolithic foundation. To establish original construction elevations, elevations may be taken at a rate of approximately one elevation per 100 square feet showing a reference point, subject to obstructions. Each elevation shall describe the floor. If no such actual elevations are taken, then the foundation for the habitable areas of the Home are presumed to be level +/- 0.75 inch (three-quarters of an inch) over the length of the foundation.
 14. Performance Standard(s) - The standard(s) to which a Home or an element or component of a Home constructed as a part of new Home construction or a material improvement or interior renovation must perform.
 15. Span - The distance between two supports.
 16. Substantial Completion - Substantial Completion shall occur at the earlier of (i) when a certificate of occupancy or final green tag is issued by the applicable municipality, (ii) when all inspections required by Texas Local Government Code, Chapter 233 have been performed, as applicable, (iii) if neither (i) nor (ii) apply, when the Home has been constructed



substantially per the applicable plans and specifications or (iv) Owner takes or has the ability to take possession of the Home. Completion of any punch list item(s) is not required to reach Substantial Completion. Should Owner take possession of or reasonably have the ability to occupy the Home prior to Substantial Completion, Owner acknowledges the Home is complete and habitable.

17. Resolving conflicts among standards - When an inconsistency exists between the Code, manufacturer's instructions and specifications, the standard required by the United States Department of Housing and Urban Development for Federal Housing Administration or Veterans Administration programs, ANSI/ASHRAE Standard (62.2-2003) or these performance standards, the most restrictive requirement shall apply. If a conflict exists between an insurance backed, third-party warranty and this Builder Warranty, the third-party warranty shall control as to the conflicting terms or standards only.

B. Builders Responsibilities for Compliance with the Building and Performance Standards and Repair Obligations.

1. Builder's Work - The Builder is responsible for all work performed under the direction of the Builder for the warranty period.
2. Repair Condition - In connection with a repair of a Defect, any repairs performed by the Builder will include those components of the Home that have to be removed or altered in order to repair the Defect.
3. Finish - Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical as viewed under normal lighting and from a distance of six feet. In connection with the repair of finish or surface material, such as paint, wallpaper, flooring or a hard surface, the Builder will match the standard and grade as closely as reasonably possible but is not required to provide an exact match. Builder will attempt to match the finish but will not be responsible for discontinued patterns or materials, color variations or shade variations. When the surface finish material must be replaced and the original material has been discontinued, the Builder is responsible for installing replacement material substantially similar in appearance to the original material. Under this Builder Warranty, the Builder 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.
4. Manufactured Products - The Builder shall install all manufactured products per the manufacturer's instructions and specifications. The Builder shall use only new manufactured products and parts unless otherwise agreed in writing by the parties. If the Builder did not install a manufactured product per the manufacturer's specifications or use newly manufactured parts as required, the Builder shall take such action as necessary to bring the variance within the standard. All warranties on Manufactured Products, if any, are assigned, without recourse, to Owner. Builder makes no warranties of any kind, express or implied, concerning Manufactured Products and expressly disclaims all implied warranties of merchantability, fitness or use for a particular purpose, and any other warranties to the fullest extent permitted by state or federal law.
5. Specialty Feature - Notwithstanding a performance standard stated herein, a specialty feature, which is work performed or material supplied incident to certain design elements shown on the construction plans and specifications and agreed to in writing by the Builder and the Owner, shall be deemed to be compliant with the performance standards stated in this Builder Warranty so long as all items are compliant with the Code.
6. Products of Nature - It is understood that some finished products of nature may be used and that these products may contain certain variations and irregularities that make them unique. These characteristics are to be considered a part of the beauty of these products and in no way are to be considered a defect. Builder will make reasonable efforts to ensure consistency of the products, but do not promise or warrant such. Any additional materials and/or labor to satisfy owners need for uniformity will be at Owners' expense.

C. Exceptions & Exclusions

1. The following are not covered, and are specifically excepted and excluded from the Builder's obligations, under this Builder Warranty:
 - A. Work performed or material supplied incident to construction, modification or repair to the Home performed by anyone other than the Builder or persons providing work or material at the direction of Builder.
 - B. The negligence, improper maintenance, misuse, abuse, failure to follow manufacturer's recommendations, failure to take reasonable action to mitigate damage, failure to take reasonable action to maintain the residence or other action or inaction of anyone other than Builder or persons providing work or material at the direction of Builder.
 - C. Failure of the Owner to comply with Owner's responsibilities or as may be stated separately elsewhere in this Builder Warranty.
 - D. Alterations to the grade of the soil and/or that are not in compliance with the Code or applicable governmental regulations.
 - E. Normal wear and tear or normal deterioration of any component of the Homes.
 - F. Extreme weather conditions.



- G. Accidents, riot, fire, explosion, smoke, water escape, falling objects, civil commotion, war, terrorism, vandalism, aircraft, vehicle or boat, Acts of God, lightning, windstorms, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water, and changes in the underground water table which were not reasonably foreseeable.
 - H. Fire, smoke, or water damage unless such loss or damage is a direct result of a Defect.
 - I. Insects, birds, rodents, vermin or other wild or domestic animals unless such loss or damage is a direct result of a Defect.
 - J. The quality and potability of water unless caused by a Defect.
 - K. While the Home is being used primarily for non-residential purposes.
 - L. Use for which the Home or the component of the Home was not designed.
 - M. Use that exceeds the normal design loads prescribed by the Code or the Engineer of record.
 - N. Owner delay in reporting a known Defect or failing to take reasonable action necessary to prevent further damage to the Home.
 - O. For remodeling projects, improvements, alterations, or additions to an existing residence where the performance standard cannot be achieved due to an existing condition.
 - P. Abuse or misuse of a home component or manufactured product by anyone other than the Builder or persons providing work or material at the direction of the Builder.
 - Q. Consequential, special, and incidental damages.
 - R. Defects in outbuildings, detached carports and other recreational facilities, driveways, patios; boundary walls, retaining walls, bulkheads; fences; landscaping including sodding, seeding, shrubs, trees, and plantings, and off-site improvements.
2. No Actual Physical Damage – The Builder shall not be responsible for any condition that does not result in actual physical damage to the Home, including, but not limited to the presence of radon gas, formaldehyde or other pollutants or contaminants, or the presence or effect of mold, mildew, toxic material, or volatile organic compound, unless such condition is a direct result of a Defect.

D. Owner's Responsibilities

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



BUILDING AND PERFORMANCE STANDARDS/EXCLUSIONS

Section 1. Performance Standards for Foundations and Slabs

A. Performance Standards for Raised Floor Foundations or Crawl Spaces:

1. A crawl space shall be graded and drained properly to prevent surface run-off from accumulating deeper than two inches in areas 36 inches or larger in diameter. Exterior drainage around perimeter crawl space wall shall not allow water to accumulate within ten feet of the foundation for more than 24 hours after a rain except in an area that drains other areas.
 - a. The Purchaser shall not modify improperly the existing grade or allow water from an irrigation system to cause water to accumulate excessively under the foundation. The Purchaser shall not allow landscape plantings to interfere with proper drainage away from the foundation. The Purchaser shall not use the crawl space for storage of any kind.
2. Water shall not enter through the basement or crawl space wall or seep through the basement floor.
 - a. The Purchaser shall not modify improperly the existing grade or allow water from an irrigation system to cause water to accumulate excessively near the foundation. The Purchaser shall not allow landscape plantings to interfere with proper drainage away from that foundation.
3. Condensation in crawl space shall not result from lack of adequate ventilation as required by code.
4. Exclusion
 - a. Condensation resulting from other causes is not the responsibility of the contractor.

B. Performance Standards for Concrete Slab Foundations excluding Finished Concrete Floors:

1. Concrete floor slabs in living spaces that are not otherwise designed with a slope for drainage, such as a laundry room, shall not have excessive pits, depressions, or unevenness equal to or exceeding 3/8 of an inch in any 32 inches and shall not have separations or cracks that equal or exceed 3/16 of an inch in width or 3/16 of an inch in vertical displacement.
2. Concrete slabs shall not have protruding objects, such as a nail, rebar, or wire mesh.
3. A separation in an expansion joint in a concrete slab shall not equal or exceed 1/4 of an inch vertically or one inch horizontally from an adjoining section.

C. Performance Standards for Exterior Concrete including Patios, Stem Walls, Driveways, Stairs or Walkways:

1. Concrete corners or edges shall not be damaged excessively due to construction activities.
2. A crack in exterior concrete shall not cause vertical displacement equal to or in excess of ¼ of an inch or horizontal separation equal to or excess of ¼ of an inch.
 - a. The Purchaser shall not over-water surrounding soil or allow the surrounding soil to become excessively dry. The Purchaser shall not allow heavy equipment to be placed on the concrete.
3. The finish on exterior concrete shall not be excessively smooth, so that the surface becomes slippery. A concrete surface that has been designed to be smooth is expected from this performance standard.
4. Exterior concrete shall not contain a protruding object, such as a nail, rebar, or wire mesh.
5. A separation in an expansion joint in an exterior concrete shall not equal or exceed ½ of an inch vertically from an adjoining section or one inch horizontally, including joint material.
6. A separation in control joint shall not equal or exceed ¼ of an inch vertically or ½ of an inch horizontally from an adjoining section.
7. Concrete stair steepness and dimensions, such as tread width, riser height, landing size and stairways width shall comply with the code.
8. Handrails shall remain securely attached to concrete stairs.
9. Concrete stairs or stoops shall not settle or heave in an amount equal to or exceeding 3/8 of an inch. Concrete stairs or stoops shall not separate from the home in an amount equal to or exceeding one inch, including joint material.
10. A driveway will not have a negative slope unless due to site conditions, the lot is below the road. If a driveway has a negative slope due to site conditions, it shall have swales or drains properly installed to prevent water from entering into the garage in normal weather conditions.
11. Concrete floor slabs in detached garage, carports or porte-cocheres shall not have excessive pits, depressions, deterioration, or unevenness. Separations or cracks in these slabs shall not equal or exceed 3/16 of an inch in width, except at expansion joints, or 1/3 of an inch in vertical displacement.
12. Plaster adhesive over concrete slab underpinning shall not flake off more than one square foot in one spot within 36 inches or more than 3 feet over the entire surface of the home.
13. Exposed concrete wall holes larger than 1 inch in diameter or 1 inch in depth are unacceptable.
14. Concrete walls shall not be out of plumb greater than 1 ½ inches in 8 feet when measured from the base to the top of the wall. Concrete walls shall not bow more than 1 inch in 8 feet when measured from the base to the top of the wall.

Section 2. Performance Standards for Framing

A. Building and Performance Standard for Walls:



1. Walls shall not bow or have depression that equal or exceed $\frac{1}{4}$ of an inch out of line within any 32- inch horizontal measurement as measured from the center of the bow or depression or $\frac{1}{2}$ of an inch within any eight-foot vertical measurement.
2. Walls shall be level, plumb and square to all adjoining opening or other walls within $\frac{3}{8}$ of an inch in any 32-inch measurement.
3. A crack in a beam or a post shall not equal or exceed $\frac{1}{2}$ of an inch in width at any point along the length of the crack.
4. A non-structural post or beam shall not have a warp or twist equal or exceeding on inch in eight-feet length. Warping or twisting shall not damage beam pocket.
5. Exterior sheathing shall not delaminate or swell. The Purchaser shall not make penetrations in the exterior finish of a wall that allow moisture to come in contact with the exterior sheathing.
6. An exterior moisture barrier shall not allow an accumulation of moisture inside the barrier. The Purchaser shall not make penetrations through the exterior moisture barrier that permit the introduction of moisture inside the barrier.
7. Exterior walls shall not leak because of inadequate caulking.

B. Performance Standards for Ceiling:

1. A ceiling shall not bow or have depressions that equal $\frac{1}{2}$ of an inch out of line within a 32-inch measurement as measured from the center of the bow or depression running parallel with a ceiling joist.

C. Performance Standards for Sub-Floors:

1. Under normal residential use, the floor shall not make excessive squeaking or popping sounds.
2. Sub-flooring shall not have delaminate or swell to the extent that it causes observable physical damage to the floor covering or visually affect the appearance of the floor coving. Exposed structural flooring, where the structural flooring is used as the finished flooring, is excluded from the standard stated in this paragraph.
3. Sub-flooring shall not have excessive humps, ridges, depressions, or slope within any room that equals or exceeds $\frac{3}{8}$ / inch in any 32-inch direction.

D. Performance Standards for Stairs:

1. Stair's steepness and dimensions such as tread width, riser height, landing size, and stairway width, shall comply with the Code.
2. Under normal residential use, stairs shall not make excessive squeaking or popping sounds.

E. Performance Standards for Wood Floor Framing:

1. All beams, joints rafters, headers, and other structural members shall be sized, and fasteners spaced, according to the National Forest Products Association span tables, or local building codes.
2. Unfilled wood beam or post splits shall not exceed $\frac{3}{4}$ inch in width, and all wood beam and post splits shall not exceed $\frac{3}{8}$ inch in width.

Section 3. Performance Standards for Drywall:

1. A drywall surface shall not have a bow or depression that equals or exceeds $\frac{1}{4}$ of an inch out of line within any 32-inch horizontal measurement as measured from the center of the bow or depression or $\frac{1}{2}$ of an inch within any eight-foot vertical measurement.
2. A ceiling made of drywall shall not have bows or depressions that equal or exceeded $\frac{1}{2}$ of an inch out of line within a 32- inch measurement as measured from the center of the bow or depression running parallel with a ceiling joist or within $\frac{1}{2}$ of inch deviation from the plane of the ceiling within any eight-foot measurement.
3. A drywall surface shall not have a crack such that any crack equals or exceeds $\frac{1}{32}$ of an inch in width at any point along the length of the crack.
4. Crowning at a drywall joint (which is when a drywall joint is higher than the plane of the drywall board or each side) shall not equal or exceed $\frac{1}{4}$ of an inch within a twelve-inch measurement centered over the drywall joint.
5. A drywall surface shall not have surface imperfections such as blisters, cracked corner beads, seam lines, excess joint compound or trowel marks that are visible from a distance of six feet or more in normal light.
6. A drywall surface shall not be out of level (horizontal), plumb (vertical) or square (perpendicular at a 90-degree angle) such that there are variations in those measurements to wall or surface edges at any opening, corner, sill, shelf, etc. shall not equal or exceed $\frac{3}{8}$ of an inch in any 32-inch measurement along the wall or surface. This standard shall not apply to remodeling projects where existing conditions do not permit the Contractor to achieve the performance standard. At or about the time of discovery of such a preexisting condition, a remodeler shall notify the Purchaser, in writing of any existing condition that prevents achievement of the standard.
7. Nails or screws shall not be visible in a drywall surface from a distance of six feet under normal lighting conditions.



Section 4. Performance Standards for Insulation:

1. Insulation shall be installed in the walls, ceilings, and floors of the home in accordance with the building plan and specifications and the Code.
2. Blown insulation in the attic shall not displace or settle so that it reduces the R-value below manufacturer's specifications, the building plans, and the Code.
3. A gap equal to or in excess of ¼ of an inch between insulation batts or a gap between insulation batts and framing members is not permitted.
4. Insulation shall not cover or block a soffit e=vent to the extent that it blocks the free flow of air.

Section 5. Performance Standards for Exterior Siding and Trim:

A. Performance Standards for Exterior Siding:

1. Exterior siding shall be equally spaced, and properly aligned. Horizontal siding shall not equal or exceed ½ of an inch off parallel with the bottom course of ¼ of an inch of parallel with the adjacent course from corner to corner.
2. Siding shall not gap or bow. A siding end joint shall not have a gap that equals or exceeds ¼ of an inch in width. Siding and joint gaps shall be caulked. A bow in siding shall not equal or exceed 3/8 of an inch out of line in a 32-inch measurement.
3. Nails shall not protrude from the finished surface of siding, but nail heads may be visible on some products where allowed by the manufacturer's specifications.
4. Siding shall not have a nail stain.
5. Siding and siding knots shall not become loose or fall off.
6. Siding shall not delaminate.
7. Siding shall not cup in an amount equal to or exceeding ¼ of an inch in a six-foot run.
8. Siding shall not have cracks or splits that equal or exceed 1/8 of an inch in width.
9. Siding trim accessories shall not separate from caulking at windows or other wall openings.

B. Performance Standards for Exterior Trim:

1. A joint between two trim pieces shall not have a separation at the joint that leaks or is equal to or exceeding ¼ of an inch in width and all trim joints shall be caulked.
2. Exterior trim and eave block shall not warp in an amount equal to or exceeding ½ of an inch in an eight-foot run.
3. Exterior trim and eave block shall not cup in an amount equal to or in excess of an ¼ of an inch in a six-foot run.
4. Exterior trim and eave block shall not have cracks or splits equal to or in excess of 1/8 of an inch in average width.
5. Trim shall not have nails that completely protrude through the finished surface of the trim, but nail head may be visible.
6. Trim shall not have a nail stain.

Section 6. Performance Standards for Masonry, Including Brick, Block, and Stone:

1. A masonry wall shall not bow in an amount equal to in excess of one inch when measured from the base to the top of the wall. This standard does not apply to natural stone products.
2. A masonry unit or mortar shall not be broken or loose.
3. A masonry mortar crack shall not equal or exceed 1/8 of an inch in width.
4. A masonry unit or mortar shall deteriorate.
5. Masonry shall not have dirt, stain, or debris on the surface due to construction activities.
6. A gap between masonry and adjacent material shall not equal or exceed ¼ of an inch in average width and all such gaps shall be caulked.
7. Mortar shall not obstruct a functional opening, such as a vent, weep hole or plumbing cleanout.
8. The Purchaser shall not put any material into weep holes. Weep holes are an integral part of the wall drainage system and must remain unobstructed.
9. No point along a masonry or brick veneer course shall be more than ¼ inch higher or lower than any other point within 10 feet along the bottom of the same course, or ½ inch in any length, except that the Purchaser and the contractor may agree to match or otherwise compensate from pre-existing conditions.

Section 7. Performance Standards for Stucco:

1. Stucco surfaces shall not be excessively bowed, uneven, or wavy. This standard shall not apply to decorative finishes.
2. Stucco shall not be broken or loose. If stucco is broken or loose, the Contractor shall take such action as is necessary to bring the variance within the standard stated in this subsection.
3. Stucco shall not have cracks that equal or exceed 1/8 of an inch in width at any point along the length of the crack. The Contractor shall not be responsible for repairing cracks in stucco caused by the Purchaser's actions, including the



- attachment of devices to the stucco surface, such as, but not limited to, patio covers, plant holders, awnings, and hose racks.
4. Stucco shall not deteriorate excessively. The Purchaser shall not allow water from irrigation systems to contact stucco finishes excessively.
 5. Stucco shall not have dirt, stain, or debris on surface due to construction activities.
 6. Stucco surfaces shall not have imperfections that are visible from a distance of six feet under normal lighting conditions that disrupt the overall uniformity of the finished pattern.
 7. The lath shall not be exposed.
 8. A separation between the stucco joints shall not equal or exceed 1/16 of an inch in width.
 9. A separation between a stucco surface and adjacent material shall not equal or exceed ¼ of an inch in width and all separations shall be caulked.
 10. Stucco shall not obstruct a functional opening, such as a vent, weep hole, or plumbing cleanout.
 11. Stucco screed shall have a minimum clearance of at least 4 inches above the soil or landscape surface and at least 2 inches above any paved surface.
 12. Exterior Installation Finish Systems (EIFS) stucco screed shall clear any paved or unpaved surface by 6 inches.

Section 8. Performance Standards for Roofs:

1. Flashing shall prevent water penetration.
2. The roof shall not leak. The Purchaser shall perform periodic maintenance to prevent leaks due to build-up of debris, snow, or ice. The Purchaser shall take such action as is necessary to prevent downspouts and gutters from becoming clogged.
3. A vent, louver, or other installed attic opening shall not leak.
4. A gutter or downspout shall not leak or retain standing water. After cessation of rainfall, standing water in an unobstructed gutter shall not equal or exceed ½ of an inch in depth. The Purchaser shall maintain and clean gutters and downspouts to prevent buildup of debris or other obstructions.
5. Shingles, tiles, metal, or other roofing materials shall not become loose or fall off in wind speeds less than those set forth in the manufactures' specifications.
6. A skylight shall not leak.
7. Water shall drain from a built-up roof within two hours after cessation of rainfall. The standard does not require that the rood dry completely within the time period.
8. A roof tile shall not be cracked or broken. No shingle shall be broken so that it detracts from the overall appearance of the home.
9. A pipe, vent, fireplace, or other object designed to penetrate the roof shall not be located within the area of roof valley centerline without proper "cricketing" or other Code-approved water diversion methods.
10. The exterior moisture barrier of the roof shall not allow moisture penetration. The Purchaser shall not make penetrations through exterior moisture barrier of the roof.
11. Exclusions:
 1. The Contractor's Performance Standards for Roofs are subject to the following exclusions:
 - a. The Contractor shall not be responsible for flashing leaks caused by extreme weather.
 - b. The Contractor shall not be responsible for roof leaks caused by extreme weather.
 - c. The Contractor shall not be responsible for vent, louver, or other installed attic openings leaks caused by extreme weather.
 - d. The Contractor shall not be responsible for gutter or downspout leaks caused by extreme weather.

Section 9. Performance Standards for Doors and Windows:

A. Performance Standards for Both Doors and Windows:

1. When closed, a door or window shall not allow excessive infiltration of air or dust.
2. When closed, a door or window shall not allow excessive accumulation of moisture inside the door or window. Most door and windows assemblies are designed to open, close, and weep moisture. Allow condonation or minor penetration by the elements to drain outside. The Purchaser shall keep weep holes on windows and doors free of dirt buildup and debris, thereby allowing water to drain property.
3. Glass in doors and windows shall not be broken due to improper installation or construction activities.
4. A screen in a door or window shall fit properly and shall not be torn or damaged due to construction activities. A screen shall not have a gap equal to or exceeding ¼ of an inch between the screen frame and the window frame.
5. There shall be no condensation between window and door panes in a sealed insulated glass unit.
6. A door or window latch or lock shall close securely and shall not be loose or rattle.
7. A door or window shall operate easily and smoothly and shall not require excessive pressure when opening or closing.
8. A door or window shall be painted or stained according to the manufacturers' specifications.



B. Performance Standards for Windows:

1. A double hung window shall not move more than two inches when put in an open position.

C. Performance Standards for Doors:

1. A sliding door and door screen shall stay on track. The Purchaser shall clean and lubricate sliding door or door screen hardware as necessary.
2. The spacing between an interior door bottom and original floor covering, except closet doors, shall not exceed 1.5 inches and shall be at least ½ of an inch. The spacing between an interior closet door bottom and original floor covering shall not exceed two inches and shall be at least ½ of an inch.
3. A door shall not delaminate.
4. A door panel shall not split so that light from the other side is visible.
5. A door shall open and close without binding.
6. A door shall not warp to the extent that it becomes inoperable. A warp in a door panel shall not equal or exceed ¼ of an inch from original dimension measured vertically, horizontally, or diagonally from corner to corner.
7. Storm door shall open and close properly and shall fit properly.
8. When a door is placed in open position, it shall remain in the position it was placed, unless the movement is caused by airflow.
9. A metal door shall not be dented or scratched due to construction activities.
10. Raw wood should not show at the edge of inset panel on exterior door.
11. Exterior doors shall not open or close by the force of gravity alone.
12. Gaps around exterior door edges, door jambs and thresholds shall not vary greater than 1/16 inch.

D. Performance Standards for Garage Doors:

1. A metal garage door shall not be dented or scratched due to construction activities.
2. A garage door if provided, shall operate properly in accordance with manufacturer's specifications. A purchaser shall maintain tracks, rollers, and chains and shall not block or bump sensor to electric garage door openers.
3. A garage door shall not allow excessive water to enter the garage and the gap around the garage door shall not equal or exceed ½ of an inch in width.
4. A garage door spring shall operate properly and shall not lose appreciable tension, break, or be undersized.
5. A garage door shall remain in place at any open position, operate smoothly and not be off track.

E. Performance Standards for Doors:

1. The Purchaser shall clean and lubricate sliding door or door screen hardware as necessary.

Section 10. Performance Standards for Interior Flooring:

A. Performance Standards for Ceramic Tile, Flagstone, Marble, Granite, Slate, Quarry Tile, and Other Hard Surface Floors, Except Finished Concrete Floors are Set Forth in Section 11.

B. Performance Standards for Carpet:

1. Carpet shall not wrinkle and shall remain tight, lay flat and be securely fastened.
2. Carpet seams shall be visible but smooth without a gap or overlap.
3. Carpet shall not be stained or spotted due to construction activities.

C. Performance Standards for Finished Floors:

1. A finished slab, located in a living space that is not otherwise designed for drainage, shall not have pits, depressions or unevenness that equals or exceeds 3/8 of an inch in any 32 inches. Finished concrete slabs in living spaces that are designed for drainage, such as a laundry room, are excepted from this standard.
2. Finished concrete slabs in living spaces shall not have separations, including joints, and cracks that equal or exceed 1/8 of an inch in width or 1/16 of an inch in vertical displacement.

D. Performance Standards for Wood Flooring:

1. Wood flooring shall not have excessive lumps, depressions or unevenness that equals or exceeds 3/8 of an inch in any 32-inch direction within any room.
2. Wood flooring shall remain securely attached to the foundation or sub-floor unless the wood flooring is designed to be installed without nails, glue, adhesives, or fasteners.



3. Wood flooring shall not have open joints and separations that equal or exceed 1/8 of an inch. This standard does not apply to non-hardwood species that contain greater moisture and may shrink after installation or structural floors that are designed to serve as the finished floor. If the floor is designed as a structural finish floor, the Contractor must provide a written explanation of the characteristics of that floor to the Purchaser prior to the execution of the contract.
4. Strips of floorboards shall not cup in an amount that equals or exceeds 1/16 of an inch in height in a three-inch distance when measured perpendicular to the length of the board. This standard does not apply to non-hardwood species that typically shrink after installation or structural finish floor; the Contractor must provide a written explanation of the characteristics of that floor to the Purchaser.
5. Unless installed as a specialty feature, wood flooring shall not have excessive shade changes or discoloration due to the construction activities of the Contractor.
6. Unless installed as a specialty feature, wood flooring shall not be stained, spotted, or scratched due to construction activities for the Contractor.

E. Performance Standards for Vinyl Flooring:

1. Vinyl flooring shall be installed square to the most visible wall and shall not vary by ¼ of an inch in any six-foot run.
2. The seam alignment in vinyl flooring shall not vary such that the pattern is out of alignment in an amount that equals or exceeds 1/8 of an inch.
3. Vinyl flooring shall remain securely attached to the foundation or sub-floor.
4. A vinyl floor shall not have a depression that equals or exceeds ½ of an inch in any six-foot run.
5. A vinyl floor shall not have a ridge that equals or exceeds ½ of an inch, when measured as provided in this paragraph, due to the construction activities for the Contractor. The ridge measurement shall be made by measuring the gap created when a six-foot straight edge is placed tightly three inches on each side of the defect and the gap is measured between the floor and the straight edge at the other end.
6. Vinyl floor shall not be discolored, stained, or spotted due to the construction activities of the Contractor.
7. Vinyl flooring shall not be scratched, gouged, out or torn due to construction activities.
8. Debris, sub-floor seams, rails, and/or screws shall not detectable under the vinyl floor from a distance or three feet or more in normal light.
9. Sub-flooring shall not cause vinyl flooring to rupture.
10. A seam in vinyl flooring shall not have a separation that equals or exceeds 1/16 of an inch in width. Where dissimilar materials abut, there shall not be a gap equal to or greater than 1/8 of an inch.

Section 11. Performance Standard for Hard Surfaces, including Ceramic Tile, Flagstone, Marble, Granite, Slate, Quarry Tile, Finished Concrete, or Other Hard Surfaces:

A. Performance Standards for Hard Surfaces Generally:

1. A hard surface shall not break or crack due to construction activities
2. A hard surface shall remain secured
3. A surface imperfection in floor hard surface shall not be visible from a distance of three feet or more in normal light. A surface imperfection in non-floor hard surface shall not be visible from a distance for two feet or more in normal light.
4. Color variations between field hard surfaces and trim hard surfaces should not vary excessively due to construction activities. Natural products such as flagstone, marble, granite, slate, and other quarry tile will have color variation.
5. Hard surfaces areas shall not leak.
6. The surfaces of two adjacent hard surfaces shall not vary in an amount equal to or exceeding 1/16 of an inch displacement at a joint, with the exception of transition trim pieces.
7. Hard surfaces layout or grout line shall not be excessively irregular. Natural products such as flagstone, marble, granite, slate, and other quarry tile will have size variations that may create irregular layouts or grout lines.
8. Hard surface countertops shall be level to within ¼ of an inch in any six-foot measurement.
9. Hard surface floors located in a living space that is not otherwise designed for drainage, shall not have pits, depressions, or unevenness that equals or exceeds 3/8 of an inch in any 32 inches. Finished hard surface floors located in living spaces that are designed for drainage, such as a laundry room, are excepted from this standard.

B. Performance Standards for Grout:

1. Grout shall not crack or deteriorate.
2. Grout shall not change shade or discolor excessively due to construction activities.

C. Performance Standards for Concrete Countertops:

1. A concrete countertop shall not have excessive pits, depressions, or unevenness that equal or exceed 1/8 of an inch in any 32-inch measurement.



2. A concrete countertop shall not have separations or cracks equal to or exceeding 1/16 of an inch in width or 1/64 of an inch in vertical displacement.
3. A finished concrete countertop shall not be stained, spotted, or scratched due to construction activities.
4. A concrete countertop shall not have a chipped edge that extends beyond 1/16 of an inch from the edge of the countertop due to construction activities.
5. A concrete countertop shall not change shade or discolor excessively due to construction activities.

Section 12. Performance Standard for Painting, Stains, and Wall Coverings:

A. Performance Standards for Caulking:

1. Interior caulking shall not deteriorate or crack excessively.

B. Performance Standards for Painting and Stain:

1. Paint or stain shall not have excessive color, shade, or sheen variations. This standard shall not apply to stained woodwork.
2. Paint shall cover all intended surfaces so that unpainted areas shall not show through paint when viewed from a distance of six feet in normal light.
3. Interior paint or stain shall not deteriorate.
4. Exterior paint or stain shall not deteriorate excessively.
5. Paint over-spray shall not exit on any surface for which it was not intended.
6. Interior varnish, polyurethane or lacquer finishes shall not deteriorate.
7. Exterior varnish, polyurethane or lacquer finishes shall not deteriorate excessively. Exterior varnish, polyurethane, or lacquer finishes that are subject to direct sunlight are excluded from this standard.
8. Interior painted, varnished, or finished surface shall not be scratched, dented, nicked, or gouged due to construction activities.
9. A paint product shall perform as represented by the manufacturer to meet manufacturer's specifications for washability and/or scrub-ability.

C. Performance Standards for Wall Coverings:

1. wall covering shall be properly secured to the wall surface and shall not peel or bubble.
2. Pattern repeats in wall covering seam shall match. Wall coverings shall be installed square to the most visible wall. Pattern repeats shall not vary in an amount equal to or exceeding ¼ of an inch in any six-foot run.
3. A wall covering seam shall not separate or gap.
4. Lumps or ridge in a wall covering shall not be detectable from a distance for six feet or more in normal light.
5. Wall coverings shall not be discolored, stained, or spotted due to construction activities.
6. Wall coverings shall perform as represented by the manufacturer to meet manufacturer's specifications for washability and/or scrub-ability.

Section 13. Performance Standards for Plumbing:

A. Performance Standards for Plumbing Accessories:

1. A fixture surface shall not have a chip, crack, dent, or scratch due to construction activities.
2. A fixture shall not have tarnish, blemishes or stains unless installed as a specialty feature. Fixture finished that are tarnished, blemished, or stained due to high iron, manganese or other mineral content in water are excluded from this standard.
3. A fixture or fixture fastener shall not corrode.
4. A decorative gas appliance shall be installed in accordance with manufacturer's specifications and when so installed shall function in accordance with manufacturer's representations.
5. Fixtures shall be secure and not loose. The Purchaser shall not exert excessive force on a fixture.
6. A fixture stopper shall operate properly and shall retain water in accordance with the manufacturer's specifications.
7. The toilet equipment shall not allow water to run continuously. If toilet equipment allows water to run continuously, the Purchaser shall shut off the water supply or take such action as is necessary to avoid damage to the home.
8. A toilet shall be installed and perform in accordance with the manufacturer's specifications. In the event of water spillage, the Purchaser shall shut off the water supply and take such section as is necessary to avoid damage to the home.
9. A tub or shower pan shall not crack.
10. A tub or shower pan shall not squeak excessively.
11. A water heater shall be installed and secured according to the manufacturer's specifications and the Code.
12. A waste disposal unit shall be installed and operate according to the manufacturer's specifications.



13. A faucet or fixture shall not drip or leak. This standard does not include drips or leaks due to debris or minerals from the water source unless it is due to construction activities.
14. A sump pump shall be installed in accordance with the manufacturer's specifications and shall operate properly when so installed.
15. Exclusions
 1. The Contractor's Performance Standards for Plumbing Accessories is subject to the following exclusion:
 - a. The Contractor is not responsible for corrosion caused by factors beyond the manufacturers or the Contractor's control, including the Purchaser's use of corrosive chemicals or cleaners or corrosion caused by water content.

B. Performance Standards for Pipes and Vents:

1. A sewer gas odor origination from the plumbing system shall not be detectable inside the home under conditions of normal residential use.
2. A vent stack shall be free from blockage and shall allow order to exit the home. The Purchaser shall keep plumbing traps filled with water.
3. A water pipe shall not make excessive noise such as banging or hammering repeatedly. A water pipe subject to expansion or contraction of the pipe as warm or cool water flows through the pipe may cause a "ticking" sound temporarily. The standard stated herein does not require the Contractor to remove all noise attributable to water flow and pipe expansion.

Section 14. Performance Standards for Heating, Cooling, and Ventilation:

A. Performance Standards for Heating and Cooling:

1. A condensation line shall not be obstructed due to construction activities. The Purchaser shall periodically check for the free flow of condensate (water) from the line and clear the line when necessary.
2. A drip pan and drain shall be installed under a horizontal air handler as per the Code. The Purchaser shall periodically check for the free flow of condensate (water) from the line and clear the line when necessary.
3. Insulation shall completely encase the refrigerant line according to Code. The Purchaser shall ensure that insulation on the refrigerant line is not damaged or cut due to home maintenance or landscape work.
4. An exterior compressor unit shall be installed on a stable pad that supports the unit and is no more than one inch out of level. The bottom of the exterior compressor unit support shall not be below ground level. The Purchaser shall ensure that settlement of the exterior compressor unit pad does not occur due to home maintenance, landscape work or excessive water from irrigation.

B. Performance Standards for Venting:

1. An appliance shall be vented according to the manufacturer's specifications.
2. Back draft dampers shall be installed and function according to the manufacturer's specifications.

C. Performance Standards for Ductwork:

1. Ductwork shall not make excessive noise. The flow of air, including its velocity, or the expansion of ductwork from heating and cooling may cause "tickling" or "crackling" sounds which will not be considered excessive noise. The Purchaser shall not place any object on the ductwork.

Section 15. Performance Standards for Electrical Systems and Fixtures:

1. Excessive air infiltration shall not occur around electrical system components or fixtures.
2. A fixture or trim plate shall not be chipped, cracked, dented, or scratched due to construction activities.
3. A fixture or trim plate finish shall not be tarnished, blemished, or stained due to construction activities.
4. A fixture, electrical box or trim plate shall be installed in accordance with the Code and shall be plumb and level.
5. Fixture, such as lights, fans and appliances shall operate properly when installed in accordance with the manufacturer's specifications.
6. A smoke detector shall operate according to the manufacturer's specifications and shall be installed in accordance with the Code.
7. An exhaust fan shall operate within the manufacturer's specified noise level.

Section 16. Performance Standards for Interior Trim:

A. Performance Standards for Trim:



1. An interior trim joint separation shall not equal or exceed or shall not separate from adjacent surfaces, equal to or in excess of 1/8 of an inch in width and all joints shall be caulked or puttied.
2. The interior trim shall not have surface damage, such as scratches, chips, dents, gouges, splits, cracks, warping or cupping that is visible from a distance of six feet or more in normal light due to construction activities.
3. A hammer mark on trim shall not be visible from a distance of six feet or more when viewed in normal light.
4. A nail or nail hole in interior trim shall not be visible from a distance of six feet or more when viewed in normal light.

B. Performance Standards for Shelving:

1. Shelving rods and end supports shall be installed in accordance with the measurements stated herein. The length of a closest rod shall not be shorter than the actual distance between the end support in an amount equal to or exceeding ¼ of an inch and shall be supported by stud-mounted brackets no more than four feet apart. The length of a shelf shall not be shorter than the actual distance between the supporting walls by an amount equal to or exceeding ¼ of an inch and shall be supported by stud-mounted brackets not more than four feet apart. End supports shall be accurately mounted.

C. Performance Standards for Cabinets Doors:

1. Cabinet doors shall open and close with reasonable ease. Cabinet doors shall be even and shall not warp more than ¼ inch when measured from the face to the point of the furthest point of the door or drawer front when closed. Some warping, cupping, bowing, or twisting is normally caused by surface temperature and humidity changes.

Section 17. Performance Standards for Mirrors, Interior Glass and Shower Doors:

1. A mirror, interior glass or shower door shall not be loose and shall be securely mounted or attached to the supporting surface. Fixtures, such as towel bars or door handles, shall be securely mounted.
2. A mirror, interior glass or shower door shall not be damaged due to construction activities.
3. A shower door shall not leak.
4. Imperfections in a mirror or shower door shall not be visible from a distance of two feet or more when viewed in normal light.
5. When opening and closing, a shower door shall operate easily and smoothly without requiring excessive pressure.

Section 18. Performance Standards for Hardware and Ironwork:

A. Performance Standards for Hardware:

1. Hardware finishes shall not be tarnished, blemished, corroded, or stained due to construction activities, unless the finish is installed as a specialty feature.
2. Hardware shall function properly, without catching, binding, or requiring excessive force to operate.
3. Hardware shall not be scratched, chipped, cracked, or dented due to construction activities.
4. Hardware shall be installed securely and shall not be loose. The Purchaser shall not exert excessive force on hardware.
5. Exclusions
 1. The Contractor's Performance Standards for Hardware is subject to the following exclusions:
 - a. The Contractor is not responsible for tarnished, blemished, or stained hardware finishes that have been damaged by factors that are beyond the manufacturers or the Contractor's control such as the Purchaser's use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents, or deterioration caused by exposure to outdoor elements such as salt air or humidity.

B. Performance Standards for Ironwork:

1. Interior ironwork shall not rust.
2. Exclusions
 - a. The Contractor's Performance Standards for Ironwork is subject to the following exclusion. The Contractor is not responsible for ironwork finishes that rust due to factors that are beyond the manufacturers or the Contractor's control such as the Purchaser's use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents, or deterioration caused by exposure to humidity.

Section 19. Performance Standards for Countertops and Backsplashes

A. Performance Standards for Countertops and Backsplashes Generally:

1. A countertop or backsplash shall be secured to substrate in accordance with manufacturer's specifications.
2. For non-laminate countertops and backsplashes, the joint between the countertop surfaces, between the countertop surface, and the backsplash or side-splash and between adjoining backsplash panels may be visible but shall not separate.



3. Countertops shall be level to within $\frac{1}{4}$ of an inch in any six-foot measurement.
4. A countertop surface or edge shall not be damaged, broken, chipped, or cracked due to construction activities.
5. A countertop shall not bow or warp in an amount equal to or exceeding $\frac{1}{16}$ of an inch per lineal foot.
6. Counter and vanity top material should not delaminate.

B. Performance Standards for Laminate Countertops and Backsplashes:

1. Laminate countertops and backsplashes shall not delaminate and shall remain securely attached to the substrate. Delamination is the separation of the finish surface veneer from the substrate material.
2. A seam in a laminate countertop or backsplash may be visible but shall not be separated or displaced.
3. A surface imperfection in a laminate countertop or a backsplash shall not be visible from a distance of three feet or more when viewed in normal light due to construction activities.

Section 20. Performance Standards for Fireplaces

1. A refractory panel shall not crack or separate.
 - a. The Purchaser shall not use synthetic logs or other materials if not approved by the manufacturer.
2. A fireplace door shall operate properly. Fireplace doors shall meet evenly and shall not be out of alignment from one another in an amount equal to or exceeding $\frac{1}{8}$ or an inch in any direction.
3. A fireplace shall not have a gas leak.
4. Gas logs shall be positioned in accordance with the manufacturer's specifications.
 - a. The Purchaser shall not incorrectly reposition or relocate the logs after the original placement. The Purchaser shall not place the logs in a manner that does not allow the flame to flow through the logs according to the manufacturer's specifications.
5. A crack in masonry hearth or facing shall not be equal to or exceed $\frac{1}{4}$ of an inch in width.
6. A fireplace or chimney shall draw properly.
7. A firebox shall not have excessive water infiltration under normal weather conditions.
8. A fireplace fan shall not exceed the noise level established by the manufacturer's specifications.

Section 21. Performance Standards for Irrigation Systems:

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

Section 22. Performance Standards for Fencing:

1. A fence shall not fall over and shall not lean in excess of two inches out of plumb due to construction activities.
2. A wood fence board shall not be broken due to construction activities. Wood fence board shall not become detached from the fence due to construction activities of the Contractors.
3. A masonry unit or mortar in a fence shall not be broken or loose. A crack in a masonry unit shall not occur. A crack in the mortar shall not equal or exceed $\frac{1}{8}$ of an inch in width.
4. A masonry wall shall have adequate weep holes in the lowest course as required by the Code to allow seepage to pass through the wall.

Section 23. Performance Standards for Yard Grading:

1. Yards shall have grades and swales that provide for proper drainage away from the home in accordance with the Code or other governmental regulations.
 - a. The Purchaser shall maintain the drainage pattern and protect the grading contours from erosion, blockage, over-saturation, or any other changes. The possibility of standing water, not immediately adjacent to the foundation but in the yard, after prolonged or an unusually heavy rainfall event should be anticipated by the Purchaser.
2. Settling or sinking of soil shall not interfere with the drainage patterns of the lot or have a vertical depth of six inches or more.

Section 24. Performance Standards for Pest Control:

1. Eave returns, truss blocks, attic vents and roof vent openings shall not allow rodents, birds, and other similar pests into home or attic space.



Sections 25. Performance Standards for Electrical Delivery Systems:

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

Sections 26. Performance Standards for Plumbing Delivery System:

- A. Performance Standards for Pipes including Water and Gas Pipes, Sewer, and Drain Lines, Fitters and Valves, but not Including Pipes Including Pipes in a Landscape Irrigation System:
1. Pipes shall be installed and insulated in accordance with the Code and manufacturer's specifications.
 - a. The Purchaser is responsible for insulating and protecting exterior pipes and hose bibs from freezing weather and for maintaining a reasonable temperature in the home during periods of extremely cold weather. The Purchaser is responsible for maintaining a reasonable internal temperature in a home is occupied or unoccupied and for periodically checking to ensure that a reasonable internal temperature is maintained.
 2. A water pipe shall not leak.
 - a. The Purchaser shall shut off water supply immediately if such is required to prevent further damage to the home.
 3. A gas pipe shall not leak, including natural gas, propane, or butane gas.
 - a. If a gas pipe is leaking, the Purchaser shall shut off the source of the gas if the Purchaser can do so safely.



4. Water pressure shall not exceed 80 pounds per square inch in any part of the water supply system located inside the home. Minimum static pressure at the building entrance for either public or private water service shall be 40 pounds per square inch in any part of the water supply system. This standard assumes the public or community water supply reaches the home side of the meter at 40 pounds per square inch. The Contractor is not responsible for water pressure variations origination from the water supply source.
5. A sewer, drain, or waste pipe shall not become clogged or stopped up due to construction activities.
 - a. The Purchaser shall shut off water supply immediately if such is required to prevent damage to the home.

B. Performance Standards for Individual Treatment Systems:

1. A wastewater treatment system should be capable of properly handling normal flow of household efficient in accordance with the Texas Commission of Environmental Quality requirements. The Contractor is not responsible for:
 - a. System malfunctions or damage due to the addition of a fixture, equipment, appliance or other source of waste or water in the septic system by a person other than the Contractor or a person working at the Contractor's directions; or
 - b. Malfunctions or limitations in the operation of the system attributed to a design restriction imposed by state, county, or local governing agencies; or
 - c. Malfunctions caused by freezing, soil saturation, soil conditions, changes in ground water table or any other acts of nature.

Section 27. Performance Standards for Heating, Air Conditioning and Ventilation Delivery System:

A. Performance Standards for Heating and Cooling Functions:

1. A refrigerant line shall not leak, Condensation on a refrigerant line is not a leak.
2. A heating system shall produce an inside temperature of at least 68-degrees Fahrenheit as measured two feet from the outside wall of a room at a height of three feet above the floor under local outdoor winter design conditions as specified in the Code. Temperatures may vary up to 4-degrees Fahrenheit between rooms but no less than the standard set forth herein above. The Purchaser's changes made to the size or configuration of the home, the heating system or the ductwork shall negate the Contractor's responsibility to take measures to meet this performance standards.
3. An air-conditioner system shall produce an inside temperature of at most 78-degrees Fahrenheit as measured in the center of a room at height of five feet above the floor, under local outdoor summer design conditions as specified in the Code. This standard does not apply to evaporative or other alternative cooling systems or if the Purchaser makes changes to the size or configuration of the home, the air-conditioning system, or the ductwork. Internal temperatures may vary up to 4-degrees Fahrenheit between rooms, but no more than the standard set forth herein above.
4. A thermostat reading shall not fifer by more than 4-degrees Fahrenheit from the actual room temperature taken at a height of five feet above the floor in the center of the room where the thermostat is located. The stated performance standard is related to the accuracy of the thermostat and not to the performance standard of the room temperature.
5. Heating and cooling equipment shall be installed and secured according to the manufacturer's instructions and specification and shall not move excessively.

B. Performance Standards for Vents, Grills, and Registers:

1. A vent, grill or register shall operate easily and smoothly when applying normal operating pressure.
2. A vent, grill or register shall be installed in accordance with the Code and manufacturer's instructions and specifications and shall be secured to the underlying surface.

C. Performance Standards for Ductwork:

1. Ductwork shall be installed in unconditioned areas according to Code.
2. Ductwork shall be secured according to the manufacturer's instructions and specifications, and it shall not move excessively.
3. Ductwork shall be sealed and shall not separate or leak in excess of the standards set by the Code.