

SCHEDULE C

**BUILDER'S ONE-YEAR
LIMITED HOME WARRANTY AND
PERFORMANCE STANDARDS FOR
NEW HOME**

**PO BOX 6718
EDMOND, OKLAHOMA 73083**

PRE-CLOSING WALK-THROUGH AND WARRANTY CLAIM PROCEDURES UNDER THE LIMITED WARRANTY

In accordance with the terms of the real estate sale contract (“Contract”) **You** and the **Builder** signed, the **Builder’s** One-Year Limited Home Warranty (“**Limited Warranty**”) set out below, is provided to **You** by **Builder**.

Only the **Builder**, whose name appears on the cover page, is obligated to make warranty repairs to the **Home**. **Your** warranty claims (called “**Requests for Warranty Service**”) must be made to **Builder**, in writing and mailed to **Builder** at its mailing address is shown above or at any other location **Builder** should designate in a written notice to **You**. Alternatively, **You** can complete the Warranty Service Request form and submit it to **Builder** on-line by logging-on to www.homesbytaber.com and following the instructions given there.

Just before closing, a representative of **Builder** will meet **You** at the **Home** to acquaint **You** with many of its features such as the built in appliances, the hot water heater, garage door opener and its alarm system, if any. During the walk-through, the **Builder’s** representative will assist **You** in completing the New Home Orientation Checklist and Pre-Closing Walk-Through List Agreement, attached to **Your** Contract, in which **You** will note any items in the **Home You** believe should be completed, repaired, replaced or touched-up by **Builder**.

NON-EMERGENCY REQUESTS FOR WARRANTY SERVICE

After closing, non-emergency **Requests for Warranty Service** must be submitted to **Builder** in writing. **You** are encouraged to use the **Builder Warranty Service Request Form** attached hereto. Alternatively, **You** can log-on to www.homesbytaber.com, where **You** will find the appropriate form. Just follow the instructions given for completing and submitting the form. Before making a **Request for Warranty Service**, **You** should review the **Limited Warranty** and **Performance Standards** carefully because not every item or condition in **Your** new **Home** about which **You** may have a complaint or concern is covered by the **Limited Warranty**. If **You** have questions about the **Limited Warranty** after thoroughly reviewing it, contact **Builder**.

After **Builder** receives **Your** written **Request for Warranty Service**, a **Builder** representative will usually meet **You** at the **Home** to view the item or condition about which **You** have a complaint. **You** are obligated to cooperate with **Builder** by granting its representatives reasonable access to the **Home** to investigate, monitor or correct **Defects** and by providing them with copies of all repair estimates, inspection reports and the like, relating to **Your Home** and the alleged **Defects**. Thereafter, **Builder** will determine if the items or conditions are covered by the **Limited Warranty**.

In the event the items or conditions described in **Your Request for Warranty Service** are deemed by **Builder** to be covered by the **Limited Warranty**, **Builder** will schedule the original subcontractor or other warranty service technician chosen by **Builder** to make repairs. All repairs will be made during business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m., except holidays. Only emergency repairs can be performed during non-business hours. Of course, work delays may occur due to the need to order materials, building material availability, weather conditions, scheduling conflicts, service technician availability and **Your** availability.

Some repair work may require multiple visits to **Your Home**. If **You** cancel appointments for warranty work or are unable to make **Your Home** available to workers on the scheduled days, the work will be rescheduled for a later date. However, please note that the completion of the work may be significantly delayed due to such rescheduling.

After repairs are made, **You** will be asked to inspect them and acknowledge that the work was performed by signing a Warranty Service Repair Acknowledgement form. **You** may also be required to sign a release, releasing **Builder** from further liability with respect to the repaired items or conditions.

If all or part of **Your Request For Warranty Service** is denied by the **Builder** and **You** disagree with that decision, **You** have the right to have **Your** dispute decided by an arbitrator experienced in home construction matters in accordance with **Section V** of the **Limited Warranty**.

WARRANTY SERVICE REQUEST PROCEDURE APPLICABLE TO EMERGENCY SITUATIONS

Your Builder understands that not all situations requiring immediate attention happen during normal business hours. Should an **Emergency Situation** (as defined in **Section VII, Paragraph F** of the **Limited Warranty**) arise, **You** must contact **Builder** by calling its telephone number shown below.

Before calling the **Builder**, **You** should do the following:

1. HEATING AND COOLING.

- (a) **Breaker Box.** Check for a breaker switch that may need resetting. A tripped breaker must be turned all the way off and then on to reset.
- (b) **Thermostat Setting.** Most air-conditioning systems require that the thermostat switch be on “AC” and its fan switched to “auto.”
- (c) **Furnace Pilot Light.** If the pilot light is out, follow instructions on the furnace or in the manufacturer’s guide to re-light it. This does not apply to furnaces with electronic ignition.
- (d) **Bottom Cover.** Check the tightness of the bottom cover of the furnace. Sometimes the bottom panel holds in a button (similar to the button on a clothes dryer) and the furnace fan will not operate if the button is not held in place.
- (e) **Manual Switch.** There is a manual switch located on the inside of the furnace’s service panel. Be sure the switch is in the “on” position.
- (f) **Heat Pumps.** In the “Heat” mode, heat pumps may not supply sufficient BTU’s to heat the **Home**. Switching to auxiliary heat may be required.

2. GAS OR WATER LEAKS.

- (a) **Gas Leaks.** Report any gas leak immediately to **Your** local Gas Service Company. After reporting the emergency, call **Builder’s** telephone number.
- (b) **Water Shut-Off Valves.** Water shut-off valves are often located behind toilets and under sinks. Turn these valves to shut off the water supply to a particular fixture or appliance.
- (c) **Home Water Shut-Off Valve.** The water supply throughout **Your Home** can be shut off completely. This valve is normally located in the hot water tank closet.
- (d) **Exterior Water Shut-Off Valve.** Water service to the **Home** can be shut off to eliminate all water supplied from the street to the **Home**. This valve is usually located below the water meter cover in the front of the **Home** near the street.

Note: Any non-contained water leak is considered an **Emergency Situation** and **Builder** should be contacted immediately.

3. ELECTRICAL.

- (a) **Breaker Box.** Check the main breaker at the top of **Your** breaker box for a tripped breaker. A tripped breaker must be turned all the way off and then on to reset.
- (b) **GFI Switches.** Check and reset all GFI switches.

Emergency Situation is defined below in Section VII, paragraph F. If **You** are not sure if **Your** situation is an **Emergency Situation**, call **Builder's** telephone number shown below.

NON-EMERGENCY WARRANTY SERVICE REQUESTS ARE TO BE MADE IN WRITING AND MUST BE SENT TO BUILDER WHOSE MAILING ADDRESS IS:

**P. O. BOX 6718
EDMOND, OKLAHOMA 73083**

OR YOU CAN COMPLETE AND SUBMIT TO BUILDER THE WARRANTY SERVICE REQUEST FORM ON-LINE. JUST LOG-ON AT www.homesbytaber.com AND FOLLOW THE INSTRUCTIONS GIVEN.

BUILDER'S TELEPHONE NUMBER IS:

405-_____

BUSINESS HOURS ARE FROM 8 AM TO 5 PM MONDAY – FRIDAY

IN THE EVENT AN EMERGENCY SITUATION ARISES, A REQUEST FOR EMERGENCY WARRANTY SERVICE MAY BE MADE BY CALLING BUILDER'S TELEPHONE NUMBER SHOWN ABOVE. YOUR CALL WILL BE ANSWERED OR RETURNED BY BUILDER'S DESIGNATED REPRESENTATIVE.

SCHEDULE C
BUILDER’S ONE-YEAR LIMITED HOME WARRANTY

_____,
an Oklahoma Limited Liability Company (called “**Builder**”), extends Builder’s One-Year Limited Home Warranty to _____
(called “**Owners**,” whether one or more), who have contracted with **Builder** to build and/or purchase a new home (called the “**Home**”), located on the real property (called the “**Property**”), whose legal description is:

Throughout this Builder’s One-Year Limited Home Warranty, which includes the Builder’s Performance Standards for New Home (called the “**Limited Warranty**”), the words “**Owners**,” “**You**” and “**Your**” refer to the original purchasers of the **Home**, whether one or more. Other words and phrases that appear in boldface type also have special meaning. **You** should refer to the Definitions in **Section VII**, so that **You** will understand the special terminology applicable to this **Limited Warranty**.

The commencement date of the **Limited Warranty** is _____, 20____
(called the “**Warranty Date**”). Except for its mandatory arbitration provision, coverage under the **Limited Warranty** ends one year from the **Warranty Date**.

**THIS LIMITED WARRANTY EXCLUDES COVERAGE FOR,
AMONG OTHER THINGS, IMPLIED WARRANTIES,
CONSEQUENTIAL DAMAGES AND CONSUMER PRODUCTS
AND REQUIRES BINDING ARBITRATION OF ALL DISPUTES**

I. GENERAL TERMS

A. Binding Arbitration. Any and all disputes which may arise between **You** and **Builder** relating to the **Home**, the **Property** or this **Limited Warranty**, including (i) claims that the **Builder** was negligent or committed fraud in building the **Home** and/or selling the **Property**; and (ii) disputes over what is covered by this **Limited Warranty** shall be resolved by binding arbitration, in the manner described below.

B. Builder’s Choice of Remedy. If **You** discover a **Defect** during the **Limited Warranty**, **Builder** will repair, replace, or pay **You** the reasonable cost of repairing or replacing the **Defect** within a reasonable time after **Builder’s** inspection or testing confirms the existence of the **Defect**. The choice among repair, replacement or payment is solely that of **Builder**.

C. Complaints in Writing. **You** must inform **Builder** of complaints under this **Limited Warranty** in writing. Complaints communicated only by telephone or in face-to-face discussions will not protect **Your** rights under this **Limited Warranty**.

D. Scope of Repair. Builder's repair of any **Defect** under this **Limited Warranty** shall include repair and cosmetic correction of surfaces, finishes and coverings, original with the **Home**, which require removal and replacement in order to repair the **Defect**, or to repair other damage to the **Home**, as originally constructed, directly attributable to the **Defect**. **Builder's** repair under this **Limited Warranty** will restore damaged components of the **Home**, original with the **Home**, to a condition approximating the condition just prior to the **Defect**, but not necessarily to a like new condition. Such repair, when undertaken by **Builder**, will be performed utilizing materials of like kind and quality to those original with the **Home**.

E. Breach of Warranty. This **Limited Warranty** shall not be considered breached by the existence of a **Defect**, but rather is only breached by **Builder's** failure to correct a **Defect**, following arbitration, in accordance with the Arbitrator's Award.

II. SCOPE AND TERM OF LIMITED WARRANTY

A. Builder warrants solely to **You** that commencing with the **Warranty Date** and continuing for one year, the **Home** will be free of the **Defects** described in the **Performance Standards** as the **Builder's** responsibility. Except for its mandatory arbitration provisions, this **Limited Warranty** terminates one year after the **Warranty Date**. Written notice of an alleged **Defect** must be received by **Builder** within thirty days after the expiration date of the **Limited Warranty**, in order to be eligible hereunder.

III. ITEMS AND CONDITIONS FOR WHICH THERE IS NO BUILDER REPAIR OBLIGATION

A. Builder DISCLAIMS all liability for, and has no obligation to **You** under this **Limited Warranty** for, any of the following:

1. Bodily injury or any loss or damage to personal property.
2. Any **Consequential Damages**, including, but not limited to, damage to the **Home** that is caused by a covered **Defect** but is not itself a covered **Defect**, cost of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation may not apply to you.
3. Any **Defects** caused by, contributed to, aggravated by, or resulting, in whole or in part, from: **Your** failure to maintain the final grade of the **Property**; changes or alterations made to the **Home** or the **Property** by anyone after the **Warranty Date**, except those made by **Builder** or **Builder's** employees, agents, or subcontractors; any deficiency in materials or work supplied by anyone other than **Builder** or **Builder's** employees, agents, or subcontractors; negligence, improper maintenance or improper use of the **Home** by anyone; dampness, condensation, mold, mildew or fungus regardless of its cause or source; or failure of, or damage to, any part of the **Home** not built by **Builder** or **Builder's** employees, agents or subcontractors.
4. Any bodily injury, loss, damage, costs, expenses and any **Defects** caused by, contributed to, aggravated by, or resulting, in whole or in part, from: fire; explosion; smoke; water escape; falling objects; aircraft; vehicles; Acts of God; lightning; hail; floods; wind driven water; insects, rodents or vermin; moisture, rot, corrosion, rust, mold, mildew or fungus; roots, vines or plants; or war, terrorist acts, vandalism or riots.
5. Any **Defects** caused by, contributed to, aggravated by, or resulting, in whole or in part, from any soil or earth movement, including, but not limited to: earthquake, landslide or mudslide; mine subsidence,

sinkholes or changes in the level of the underground water table; volcanic eruption, explosion or effusion; or expansion, contraction or settling of the earth or soil on which the **Home** is built.

6. Any **Defects** caused by, contributed to, aggravated by, or resulting, in whole or in part, from wind, including, but not limited to: hurricanes; tornadoes; tropical storms; or gale force winds.

7. Any costs or expenses arising from, or any **Defects** caused by, contributed to, aggravated by, or resulting, in whole or in part, from: the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants**, including, without limitation, any liability arising from uninhabitability or health risk attributable to **Pollutants**, contaminants or irritants (including, without limitation, the presence or consequence of radon gas, formaldehyde, arsenic, fiberglass, methylene chloride, acids, alkalis and chemicals or any other substance or compound that is or may be in the building materials used to construct the **Home**) or attributable to the presence of or proximity to hazardous or toxic materials; or any governmental direction or request to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize **Pollutants**.

8. Any **Defects** that become apparent after the **Home** is no longer used primarily as a residence.

9. Any **Defects** caused by, contributed to, aggravated by, or resulting, in whole or in part, from abnormal loading on floors which exceeds design loads.

10. Any damage to **Consumer Products**.

11. Any **Defects** which **You** have not taken timely action to minimize.

12. Any **Defects** covered by any other warranty or insurance.

13. Any nonconformity with building material manufacturer's installation guidelines or specifications; or local building codes, regulations, or requirements which has not resulted in a **Defect**. This **Limited Warranty** does not cover building code violations in the absence of a **Defect**.

B. Builder DISCLAIMS any liability under this **Limited Warranty** for any loss or damage as a result of any **Defects** which would not have occurred in the absence of one or more of the events or conditions listed in **4, 5, 6 or 7** in **Section A** above. **Builder** further **DISCLAIMS** any liability for any such loss or damage regardless of the cause of the event or condition; other causes of the loss or damage; or whether other causes acted concurrently or in any sequence with the event or condition to produce the loss or damage.

IV. REQUESTING WARRANTY SERVICE UNDER THIS LIMITED WARRANTY

A. If **You** believe that the **Home** contains a **Defect**, **Your** duties under this **Limited Warranty** are:

1. **You** must advise **Builder** by written notice (preferably by completing the Builder Warranty Service Request form attached as Addendum 1) which **You** must send to **Builder** whose address is set forth above. You can also complete this form and submit it to **Builder** on-line. Just log-on to www.homesbytaber.com and follow the instructions found there. **You** must send **Your** written notice ("Request for Warranty Service") promptly upon discovering a **Defect** and no later than thirty (30) days after the date the **Limited Warranty** expires. If such Notice/Request for Warranty Service is not postmarked or received by **Builder** by that deadline, **Builder** shall have no obligation to remedy **Defects**.

2. **You** must cooperate with **Builder** and its employees, agents and subcontractors, in every effort to investigate **Defects**, including, without limitation, (a) upon reasonable notification to **You**, granting the right of reasonable access to the **Home** to monitor, investigate, or correct **Defects** and (b) providing **Builder** with copies of all inspection reports, repair estimates, insurance claim papers and the like, relating to the **Home** and/or the alleged **Defect**. In the event **You** withhold access to the **Home** from **Builder** or otherwise fail to cooperate fully with **Builder**, **Builder** shall have no obligation to remedy **Defects**.

3. Except at **Your** own cost, **You** will not voluntarily make any payment or assume any obligation or incur any expense for the correction of items or conditions which **You** believe to be covered by this **Limited Warranty** without **Builder's** prior written approval. In the event of an **Emergency Situation**, **You** must contact **Builder** via its emergency service number set out above and follow its instructions. However, approval is granted to **You** to make reasonable and necessary repairs, temporary or permanent, provided that (a) such repairs are limited to protecting the **Home** from further damage; (b) **You** notify **Builder** as soon as possible after the incident giving rise to the **Emergency Situation** occurs, but, in no event, later than five (5) days after the repairs are undertaken and (c) **You** keep an accurate record of such repair expenditures.

V. BINDING ARBITRATION

A. **Scope of Arbitration.** Any and all disputes arising out of, or in any way related to, this **Limited Warranty** or the building of the **Home**, or sale of the **Property**, including without limitation, disputes as to what issues must be submitted to arbitration; any alleged breach of the **Limited Warranty**; and alleged violations of consumer protection, unfair trade practice, or other statutes; or that **Builder** practiced fraud or was negligent or made misrepresentations or otherwise acted fraudulently in building the **Home** or, where applicable, selling the **Property**, shall be submitted to binding arbitration. Further, if **Builder** fails to respond to **Your** written notice or **Builder** does not correct the **Defects** in the way **You** think this **Limited Warranty** requires, or **Builder** does not agree that the condition is covered by this **Limited Warranty**, or if any other disputes arise which relate in any way to this **Limited Warranty**, to the **Home** or to the **Property**, then such matters shall be submitted to binding arbitration.

ANY INDICATION IN THIS LIMITED WARRANTY THAT AN ITEM OR CONDITION IS NOT COVERED OR IS EXCLUDED, MEANS ONLY THAT BUILDER IS NOT OBLIGATED TO REPAIR, REPLACE OR PAY YOU THE COST TO REPAIR OR REPLACE SUCH ITEM OR CONDITION. IT DOES NOT MEAN THAT DISPUTES OVER SUCH ITEMS OR CONDITIONS ARE EXCLUDED FROM THE PARTIES' OBLIGATION TO SUBMIT ALL THEIR DISPUTES TO ARBITRATION.

B. **Arbitration Procedure.** The party seeking resolution of a claim or dispute must give written notice of intent to proceed to arbitration to the other party no later than thirty (30) days after the date the **Limited Warranty** expires. Binding arbitration shall be conducted by DeMars & Associates, Ltd. ("DeMars"), PO Box 1424, Waukesha, WI 53187-1424, (262)-549-6700, according to its rules and procedures in effect at the time such notice is given. Upon request, the applicable rules and procedures will be provided to **You** by that organization. However, in the event that DeMars cannot conduct the arbitration for any reason, **You** and the **Builder** shall each designate a person who will confer and who shall then agree upon and designate a qualified person to act as the sole arbitrator in accordance with the procedural rules set forth in the Oklahoma Uniform Arbitration Act. To be qualified to act as arbitrator, a person, whether chosen, selected or designated by DeMars or by the parties' designees, shall have a minimum of five (5) years experience acting as an arbitrator in home warranty disputes in Oklahoma. The arbitrator shall determine **Your** and **Builder's** rights and obligations under this **Limited Warranty** and applicable law, except that, **You** and **Builder** agree that the arbitrator shall have no authority to award either party rescission of the sale/construction contract, consequential or incidental damages, punitive damages or any remedy prohibited under the **Limited Warranty** or the sale/construction contract. The award of the arbitrator shall be final, binding, and enforceable as to both **You** and **Builder**. **You** and **Builder** agree that construction of the **Home** involves commerce and that disputes arising out of, or in any way related to, the **Limited Warranty** shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*) and not by the Oklahoma Uniform Arbitration Act (12 Okla. Stat. § 1851 *et seq.*), the provisions of which **You** and **Builder** both **WAIVE** to the fullest extent allowed by law. However, notwithstanding the parties' choice of law and **WAIVER**, the rules of

procedure set forth in the Oklahoma Uniform Arbitration Act shall apply in the event that DeMars does not conduct the arbitration,

C. **Exclusive Forum; Cost of Arbitration.** Arbitration shall be the exclusive forum for resolving disputes for both **You** and **Builder**, even if the **Limited Warranty** has expired. The required filing fee shall be paid by the party initiating arbitration, but the arbitrator's award shall split the cost of arbitration between the parties equally. Except as provided in **Paragraph V.D.** below, each party shall pay their own attorney's fees.

D. **Attorney's Fees.** This **Limited Warranty** provides for mandatory arbitration of disputes. If any party commences litigation in violation of the arbitration provisions in this **Limited Warranty**, such party shall reimburse the other parties to the litigation an amount equal to their costs and expenses, including reasonable attorney's fees incurred in seeking the dismissal or a stay of such litigation. The parties agree that either the court in which the litigation was stayed or dismissed or the arbitrator can enter an order or judgment for such costs and attorney's fees.

VI. **GENERAL CONDITIONS**

A. **Limit of Liability.** **Builder's** limit of liability under this **Limited Warranty** is the amount of the purchase price of the **Home** less the fair market value of the land on which it is located. That amount is the most the **Builder** will expend or pay for all **Defects** regardless of the number of warranty claims made. **You** must sign a full release of all legal obligations with respect to the **Defects** when **Builder** has finished correcting or replacing the **Defects**, or when **Builder** has paid **You** the actual cost of correcting or replacing the **Defects**.

B. **No Assignment to Subsequent Homeowners.** This **Limited Warranty** shall not transfer to a subsequent homeowner to whom the **Home** is sold.

C. **Assignment of Manufacturers' Warranties.** **Builder** hereby assigns to **You** the manufacturers' warranties on all appliances and equipment installed in the **Home**. **You** should follow the procedure set forth in the applicable manufacturer's warranty should any appliance or item of equipment malfunction. **Builder's** obligation under this **Limited Warranty** as to any appliances and equipment installed by **Builder** in the **Home** is limited to the workmanlike installation of such appliances and equipment.

D. **General Provisions.**

1. Should any provision of this **Limited Warranty** be deemed unenforceable by a court of competent jurisdiction, that determination will not affect the enforceability of the remaining provisions.

2. Use of one gender in this **Limited Warranty** includes all other genders, and the use of the plural includes the singular, as may be appropriate.

3. This **Limited Warranty** is to be construed in accordance with the laws of the State of Oklahoma except insofar as it is governed by the Federal Arbitration Act.

E. **Other Warranties; Insurance.** In the event that **Builder** repairs, replaces, or pays **You** the reasonable cost to repair or replace a **Defect**, or other related damage to the **Home** covered by this **Limited Warranty**, and such repair or replacement is covered by another warranty or by insurance, **You** must, upon **Builder's** request, assign the proceeds of such warranties and/or insurance, or **Your** rights under such warranties

and/or insurance, to **Builder** to the extent of **Builder's** cost of such repair or replacement. This paragraph in no way modifies or amends **Section III, Items and Conditions for Which There Is No Builder Repair Obligation.**

VII. DEFINITIONS

A. Builder means the entity that built the **Home** identified on **page C-1** of this **Limited Warranty**.

B. Consequential Damages means any loss or injury other than the actual cost to correct **Defects**, including, without limitation, costs of shelter, transportation, food, moving and storage; other incidental expenses related to inconvenience or relocation during repairs to the **Home**; or the diminished market value of the **Home** resulting from a **Defect**, whether corrected or not.

C. Consumer Product means any appliance, item of equipment, or other item in the **Home** which is a **Consumer Product** as defined in the Magnuson-Moss Warranty Act (15 U.S.C. § 2301, *et seq.*). The following are examples of **Consumer Products**, although other items in the **Home** may be **Consumer Products**: refrigerator, trash compactor, range, dishwasher, garbage disposal, hot water heater, microwave or other oven, clothes washer and dryer, and thermostat.

D. Defect means a deficiency in workmanship or materials used in constructing the **Home**, where the deficiency fails to conform to the standards and warranted tolerances set out in the **Performance Standards**, and which results in actual physical damage to the **Home**.

E. Deflection means the difference in elevation of high and low points along a diagonal, horizontal, or vertical plane caused by stress induced deformation of a load bearing member. **Deflection** is measured from any two end points and a third reference point. The reference point may be located at any distance between the two end points.

F. Emergency Situation means an event or condition which creates imminent potential for damage to the **Home** or creates a substantially unsafe living condition due to a **Defect** that becomes evident to **You** at a time other than during **Builder's** normal business hours.

G. Home means a single family house (attached or detached) covered by this **Limited Warranty**. The term does not include the following, without limitation: outbuildings, including detached garages and detached carports (except outbuildings which contain the plumbing, electrical, heating, cooling or ventilation **Systems** serving the **Home**); swimming pools and other recreational facilities; driveways; walkways; patios; decks; porch stoops; boundary walls; retaining walls; bulkheads; fences; landscaping (including, without limitation, sodding, seeding, shrubs, trees and plantings); off-site improvement(s); or any other improvements that are not physically part of the **Home**.

H. Homeowner or **Owner** mean the first person(s) to whom the **Home** is sold or for whom such **Home** is constructed.

I. Limited Warranty means only this express warranty, including the **Performance Standards**, provided to **You** by **Builder**.

J. Performance Standards means those standards and tolerances for materials and workmanship given to **You** by **Builder**, which are incorporated by reference into this **Limited Warranty**.

K. Pollutants shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including formaldehyde, arsenic, fiberglass, methylene chloride or other chemical, compound or substance, including pesticides, found in the building materials used to construct the **Home**; petroleum products; radon gas; smoke; vapor; soot; fumes; acids; alkalis; and chemicals; mold, mildew, fungus and the spores produced by them, including any toxic substance, compound or bioaerosol produced by or associated with them; and waste. Waste shall include, without limitation, materials to be recycled, reconditioned, or reclaimed.

L. Systems mean the following:

- 1. plumbing system**, consisting of all gas supply lines and fittings; water supply, waste, and vent pipes and their fittings; septic tanks and their drain fields; and water, gas, and sewer services piping and their extensions to the tie-in of a public utility connection or on-site well and sewage disposal system;
- 2. electrical system**, consisting of all wiring, electrical boxes, switches, outlets, and connections up to the public utility connections; and
- 3. heating, cooling and ventilation system**, consisting of all duct-work; steam, water, and refrigerant lines; and registers, connectors, radiation elements and dampers.

M. Warranty Date means the date on which title to the Property is transferred by **Builder** to **You** or the date that the **Home** is first used by **You** for residential purposes, whichever occurs first.

VIII. THE ONLY WARRANTY GIVEN BY THE BUILDER, BUILDER DISCLAIMER AND OWNERS' ACKNOWLEDGEMENTS AND WAIVERS

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT: YOU HAVE THOROUGHLY EXAMINED THE HOME; YOU RECEIVED A COPY OF THE LIMITED WARRANTY WHEN YOU SIGNED THE SALE/CONSTRUCTION CONTRACT AND YOU HAVE READ, UNDERSTAND AND AGREE TO THE LIMITED WARRANTY AND PERFORMANCE STANDARDS WHICH REQUIRE BUILDER TO REPAIR OR REPLACE ONLY THE DEFECTS OR CONDITIONS DESCRIBED THEREIN AS BUILDER'S RESPONSIBILITY.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT: NO IMPLIED WARRANTIES WHATSOEVER APPLY TO THE HOME OR THE PROPERTY; THE BUILDER DISCLAIMS, AND YOU WAIVE, ANY IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP AND MATERIALS, AND MERCHANTABILITY, TO THE EXTENT ALLOWED BY LAW; AND ANY IMPLIED WARRANTIES THAT EXIST DESPITE THIS DISCLAIMER AND WAIVER ARE LIMITED TO A PERIOD OF ONE YEAR FROM THE DATE OF CLOSING OR INITIAL OCCUPANCY, WHICHEVER OCCURS FIRST. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

BUILDER:

PO Box 6718
Edmond, Oklahoma 73083

By _____
Its _____

STATE OF OKLAHOMA)
) ss:
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 20____, by
_____, the _____ of the **BUILDER**, whose name appears above.

(SEAL)

Notary Public

My Commission Expires: _____
My Commission No.: _____

**BUILDER'S LIMITED WARRANTY
PERFORMANCE STANDARDS FOR
NEW HOME**

PERFORMANCE STANDARDS

- I. **Introduction.** The following Introduction is intended as an overview to generally acquaint **You** with **Builder's** responsibilities under the **Limited Warranty**. Generally speaking, if a **Defect**, as defined under the **Limited Warranty**, results in actual physical damage to the **Home**, the **Builder** has an obligation to make repairs. The **Performance Standards**, which are a part of the **Limited Warranty**, are used to determine the extent of **Builder's** repair obligations.

NOTE: **Your** new **Home**, no matter how carefully it was constructed, will go through a period of adjustment. Generally this happens during one cycle of the seasons or one (1) year. It is normal to expect some wood shrinkage, hairline cracks or warping. **Builder** will remedy such conditions **ONLY** where they exceed the tolerances allowed in the **Performance Standards**.

- II. **Your Responsibilities.** **Your Home** requires active maintenance on **Your** part.

NOTE: Damage caused or made worse by **Your** negligence, improper maintenance, or improper operation is expressly excluded under the **Limited Warranty**.

- III. **Performance Standards.** The **Performance Standards** list common defects and conditions in new homes and tell which are covered under the **Limited Warranty**. The **Performance Standards** also explain both the **Builder's** responsibilities and **Your** responsibilities.

The **Performance Standards** are grouped according to the type of material or portion of the **Home** affected by a **Defect** or condition. They are then divided into the specific item or work affected, and then by the actual problem or condition.

You will find some items or conditions listed in the **Performance Standards** for which there is no **Builder** responsibility to repair or remedy under the **Limited Warranty**. Such items or conditions tend to occur naturally, are too small to detract from the overall appearance, utility or stability of the **Home**, or are items or conditions as to which the **Builder** has **DISCLAIMED**, and/or **You** have **Waived**, any **Builder** liability or repair responsibility. Such items are **Your** responsibility as are any items or conditions which are not specifically described in the **Limited Warranty** as being the responsibility of **Builder**.

Under the **Limited Warranty** the choice as to scope of repair, repair technique, or replacement versus payment for the cost of repair or replacement is solely that of **Builder**. Further, **Builder** will make a reasonable effort to match colors, patterns and dyes of all repaired or replaced materials, finishes, etc. An exact match is often not possible due to changes in color lots, discontinued patterns, fading and the like.

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Type of Material or area of Your Home	Specific Item	Problem or Condition Covered	Year	Building Standard or Builder's Responsibility	Your Responsibility
A. Site Work	1. Site Grading	a. Settling of ground around foundation, utility trenches or other filled areas interferes with water draining away from the Home	1	Builder will fill settled areas which affect the proper drainage, one time only.	Install guttering around the Home . Remove and replace shrubs, sod or other landscaping affected by the placement of the fill.
	2. Site Drainage	a. Improper drainage of the site	1	Builder will establish the proper grades and swales (sloped low areas) for water to properly drain away from the Home . Water will not stand or pond within 10 feet of the Home for extended periods after a rain (usually not more than 24 hours). For swales which drain other areas or where sump pumps discharge; a longer time is not unusual. It is normal for water to stand after a heavy rainfall. Grading or ponding determinations will not be made while there is frost or snow on the ground, or while the ground is saturated or frozen.	Maintain the grades and swales after they have been properly established by Builder . Insure established drainage patterns are not impeded by landscaping, decking, patios, pools, driveways, walls, etc which You install. Do not change the grade of the soil away from the foundation by building planters, raised beds or other blocking construction. Damage caused by changes in drainage and grading is not covered. Where a sump pit has been installed by Builder but the sump pump was not contracted for or installed by Builder , You must install a properly sized pump in attempt to correct the condition.
B. Concrete	1. Cast-in-place concrete	a. Cracks in basement walls, or foundation walls, stem walls or floor slabs	1	Cracks are not unusual in concrete. Builder will repair by surface patching cracks more than 1/8" wide.	
		b. Cracks in basement floor	1	Minor cracks in basement floors are normal. Builder will repair cracks more than 3/16" wide or 3/16" in vertical displacement.	
		c. Cracks in slab in attached garage	1	Builder will repair cracks in garage slabs more than 1/4" wide or 1/4" in vertical displacement.	

Type of Material or area of Your Home	Specific Item	Problem or Condition Covered	Year	Building Standard or Builder's Responsibility	Your Responsibility
		d. Uneven concrete floors or slabs	1	Concrete floors in rooms designed for habitability (as living space) will not have pits, depressions, or raised surfaces greater than 1/2" in 30". Builder will repair these defects.	
		e. Cracks in concrete slab-on-grade floors under finished flooring	1	Builder will repair cracks which rupture the finished flooring material so the cracks are not readily apparent when the finished flooring material is in place. (See also Performance Standard G, "Finishes.")	
		f. Pitting, scaling or spalling (flakes, chipping) of concrete surfaces covered by the Limited Warranty	1	It is normal for some minor chipping of the surface to occur. Concrete surfaces should not disintegrate so that the aggregate is loose under normal use and weather conditions. Builder will repair concrete surfaces. Builder is not responsible for deterioration caused by salt, chemicals, mechanical implements or other factors beyond Builder's control.	Avoid damaging concrete with salt, chemicals, mechanical equipment, etc.
		g. Settling, heaving or separating of stoops, steps or garage floors	1	Stoops, steps or garage floors will not settle, heave or separate more than 1" from the Home . Builder will repair these defects.	
		h. Standing water on stoops	1	Water should drain from outdoor stoops and steps. However, it is normal for small amounts of water to stand on stoops for short periods after it rains. Builder will correct any improper drainage.	
		i. Cracks in driveways, walkways, patios, decks, porch stoops, boundary walls and retaining walls	0	These items are not covered by the Limited Warranty .	

Type of Material or area of Your Home	Specific Item	Problem or Condition Covered	Year	Building Standard or Builder's Responsibility	Your Responsibility
C. Masonry	1. Unit Masonry	a. Cracks in masonry basement or foundation walls	1	Cracks up to 1/8" wide are not unusual in mortar joints of masonry foundation walls. Builder will repair cracks more than 1/8" wide.	
		b. Cracks in masonry or veneer walls	1	Cracks up to 3/8" wide due to shrinkage are common in mortar joints in masonry construction. Builder will repair cracks more than 3/8" wide by "repointing." Builder will not be responsible for any difference in the color of the old and new mortar.	
		c. Mortar used in brick veneer, fireplaces or chimneys is excessively sandy or of low tensile or bond strength	1	Builder will correct these conditions by repointing affected areas. Under no circumstances will Builder be required to tear down and replace brick veneer, fireplaces or chimneys.	Do not allow sprinklers to spray directly onto exterior veneer.
D. Wood & Plastic	1. Rough carpentry	a. Squeaking floors or subfloors that appear loose	1	These conditions are often temporary in new homes. Builder will correct these conditions only if they are caused by underlying defects in construction. A squeak proof floor cannot be guaranteed.	
		b. Uneven wood floors	1	Builder will repair any floors that have more than 1/4" ridge or depression within any 30" measurement when measured in any direction to the joists.	
		c. Bowed walls or other interior exposed surfaces.	1	All interior and exterior walls have slight variances on their finished surfaces. Bowing of walls will not detract from or blemish the wall's finished surface. Builder will repair any walls which bow more than 3/8" out of line within any 30" horizontal or vertical measurement taken a minimum of 16" from any sheetrock corner or opening.	

Type of Material or area of Your Home	Specific Item	Problem or Condition Covered	Year	Building Standard or Builder's Responsibility	Your Responsibility
		d. Out-of-plumb walls	1	Builder will repair any walls that are more than 1/4" out-of-plumb for any 30" vertical measurement.	
	2. Kitchen cabinets	a. Warped kitchen cabinets	1	Builder will repair any doors or drawer fronts that are warped more than 1/4". This condition is measured by closing the drawer or door and measuring from the face frame to the point of furthest warpage. Builder is not responsible for matching cabinet finishes.	
		b. Gaps between the cabinets, or between the cabinets, ceiling, or walls	1	Builder will correct any gap that is more than 1/4" wide.	Do not overload cabinets.
		c. Split in panels of a cabinet door	1	If light is visible through the split in a panel, Builder will repair the panel.	
	3. Countertops	a. Separation from wall	1	Builder will repair the crack. Caulking is acceptable. Builder will repair only once after closing or first occupancy, whichever occurs first.	
	4. Interior finish carpentry (trim inside the Home)	a. Trim/molding has open joints between molding and the surface areas to which the moldings are attached.	1	Builder will repair open joints in moldings or between moldings and surfaces if the gaps are more than 1/8" wide. Caulking is acceptable.	
	5. Exterior finish carpentry (wood siding, or masonry trim on the outside of the Home)	a. Trim has open joints between pieces of trim, including siding and masonry	1	Builder will repair any open joints that are more than 3/8" wide or which do not keep out the elements.	Maintain exterior finish by caulking and painting.
E. Thermal and moisture protecting materials	1. Waterproofing	a. Leaks in basement	1	Dampness on the walls or floors in the basement is not a defect. However, if water is actually trickling into the basement, Builder will repair the leaks.	Maintain proper grades and drainage around the Home and landscape properly to avoid water problems in the Home .

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Type of Material or area of Your Home	Specific Item	Problem or Condition Covered	Year	Building Standard or Builder's Responsibility	Your Responsibility
	2. Insulation	a. Insufficient insulation	1	Builder will insulate the Home as required to meet applicable building code requirements. Insulation does not render a wall or room soundproof.	
	3. Louvers and vents	a. Rain or snow leaks into the attic through louvers and vents	0	Homes must have louvers and vents for proper ventilation. Rain or snow will sometimes come through these openings.	
	4. Roofing and siding	a. Ice build-up on roof	0	During prolonged cold spells, ice is likely to build up at the eaves of the roof. This build-up will occur when snow and ice accumulate and gutters and downspouts freeze up.	Remove ice build up.
		b. Leaks in roof or flashing	1	Builder will repair roof or flashing leaks. Leaks caused by ice build-up are not Builder's responsibility.	Clean leaves from valleys, gutters and downspouts.
		c. Standing water on a flat roof	1	It is not unusual for minor ponding to occur on a flat roof for up to 24 hours after a rainfall. However, if water is not draining properly, Builder will correct the drainage. Builder is not responsible if the roof was specifically designed to retain water or if it has a design flaw.	
		d. Delamination of veneer siding or joint separation	1	All siding will be installed so that it meets the manufacturer's standards and industry standards and is sufficiently painted or protected. Builder will repair or replace any siding that delaminates or separates. Builder will only paint new materials as part of the repair. The paint may not be an exact match to the original colors.	Protect the siding from damage, such as leaning heavy objects against siding, ball dents, and water from sprinklers striking the siding. Annually, seal or recaulk siding.
		e. Gaps in wood siding	0	Gaps on end and side edge may occur due to normal expansion and contraction. Builder cannot control wood expansion and contraction.	

Type of Material or area of Your Home	Specific Item	Problem or Condition Covered	Year	Building Standard or Builder's Responsibility	Your Responsibility
	5. Sheet metal	a. Leaks in gutters and/or down-spouts	1	Gutters and downspouts may overflow during heavy rains. They should not leak at connections. Builder will repair leaks.	Keep leaves and debris out of gutters so that water can flow properly. Do not lean ladders against gutters and downspouts.
		b. Standing water in gutters	1	Small amounts of water may stand in a gutter after a rain. If the water is more than 1" deep in a gutter and the gutter is not clogged with debris, Builder will repair the gutter so that water can drain properly.	Keep leaves and debris out of gutters so that water can flow properly.
	6. Sealants	a. Leaks in exterior (outside) walls because caulking is inadequate	1	If water is coming into the Home , Builder will repair leaking joints or cracks in the exterior wall surface, around openings and flashings.	Properly installed caulking may shrink. You must maintain caulking during the life of the Home .
F. Doors and windows	1. Wood and plastic doors	a. Outside doors are warped	1	Builder will repair any doors that warp to the extent that they satisfy one of the following: - they no longer work; - they are no longer weather resistant; or - they warp more than 1/2", when measured diagonally from corner to corner on a 3-0 x 6-8 door Builder will refinish any new doors to match other doors as closely as possible.	If You paint outside doors, doors must be properly prepared.
		b. Inside doors or closet doors are warped	1	Builder will repair any doors that warp more than 1/2", when measured diagonally from corner to corner on a 3-0 x 6-8 door. In the event Builder installs a new door, Builder will finish new door to match other doors as closely as possible.	
		c. Panels in doors shrink so that raw wood edges show	0	It is normal for panels to shrink.	

Type of Material or area of Your Home	Specific Item	Problem or Condition Covered	Year	Building Standard or Builder's Responsibility	Your Responsibility
		d. Split in panels of a door	1	If light is visible through the split in a panel, Builder will repair the panel. Builder will make this repair only once after closing or first occupancy, whichever occurs first.	
	2. Garage doors on garages that are attached to the Home	a. Garage doors do not operate properly	1	If garage doors do not operate properly under normal use, Builder will adjust or correct them. If You install a garage door opener, Builder is no longer responsible for the operation of the garage door.	Keep all movable parts lubricated.
		b. Rain or snow leaks in through garage doors	1	Garage doors will be installed in accordance with manufacturer's specifications. Builder will repair leaks resulting from a failure to properly install the garage doors. During severe weather conditions, some leakage may be normal.	
	3. Wood, plastic, and metal windows	a. Windows do not function properly	1	Builder will correct the windows so that they are reasonably easy to operate.	Keep tracks and roller cleaned, lubricated and adjusted.
		b. Condensation and/or frost on inside surfaces of windows	0	Condensation may occur on the interior window surfaces with extremes in temperature and humidity. Individual living habits can impact humidity levels. These conditions are beyond Builder's control and Builder has no responsibility.	If a humidifier is installed, You must follow the manufacturer's recommendations for proper setting of the humidistat.
	4. Weather stripping and seals	a. Air leaks in around doors and windows	1	Doors and windows will be insulated according to the manufacturer's standards. If air comes in because doors, windows, or weatherstripping were fitted poorly, Builder will repair the improperly fitted doors, windows, or weatherstripping.	If You live in an area with high winds, storm doors and windows may have to be installed.
	5. Sliding doors	a. Sliding doors do not operate properly	1	Sliding doors will be installed according to the manufacturer's specifications. Builder will repair inoperative sliding doors.	Keep tracks and rollers cleaned, lubricated, and adjusted.

Type of Material or area of Your Home	Specific Item	Problem or Condition Covered	Year	Building Standard or Builder's Responsibility	Your Responsibility
	6. Glass	a. Broken glass	0	Builder will repair broken glass reported to Builder prior to closing or at first occupancy, whichever occurs first.	Report to Builder all broken glass prior to closing or at first occupancy, whichever occurs first.
	7. Hardware	a. Locks on doors or windows do not operate properly.	1	Builder will repair any hardware which does not meet manufacturer's standards.	
G. Finishes	1. Lath and plaster	a. Cracks in inside walls and ceilings	1	Cracks in inside walls and ceilings are not unusual. Builder will repair all cracks that are more than 1/8" wide. Builder will repair these cracks only once.	
	2. Gypsum wallboard	a. Nail pops, blisters in tape, and other blemishes on inside walls and ceilings	1	Builder will correct these imperfections only once.	
		b. Cracks	1	If the wallboard has cracks that are more than 1/8" wide, Builder will repair.	
	3. Ceramic tile	a. Chips or cracks in floor, counter, or wall tile	0	Builder will replace cracked or chipped tiles reported to Builder prior to closing or first occupancy. Builder will not be responsible to match tile patterns and color between the old and the new tile and grout.	Report to Builder all cracked or chipped tiles prior to closing or first occupancy, whichever occurs first.
		b. Loose floor, counter or wall tile	1	Builder will resecure loose tiles.	
		c. Cracks in grouting of ceramic tile joints or at junctions between tiles and other materials (e.g., between tiles and bathtub)	1	Cracks in grouting of ceramic tile joints are commonly caused by normal shrinking of the grouting. Builder will repair cracked grouting only once. Builder will not be responsible for discontinued grout or for differences in color between the old and the new grout.	RegROUT cracks during the lifetime of the Home .
	4. Finished wood floors	a. Cracks between the floor boards	1	Builder will repair all cracks that are more than 1/8" wide.	
	5. Resilient flooring or floor covering	a. Nail pops on surface of resilient floor covering	1	Builder will repair any nail pops that break the surface of the flooring.	

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Type of Material or area of Your Home	Specific Item	Problem or Condition Covered	Year	Building Standard or Builder's Responsibility	Your Responsibility
		b. Depressions or ridges in resilient flooring because the subfloor is irregular	1	Builder will repair any ridges or depressions which are readily apparent and which are more than 1/8" high or deep. The ridge or depression measurement is the gap created at one end of a 6" straight-edge placed over the depression or ridge with 3" of the straightedge on one side of the defect, held tightly to the floor. Builder will not be responsible to match the old and the new flooring.	
		c. Resilient flooring lifts, bubbles, or becomes unglued	1	Builder will repair these defects.	
		d. Visible seams or shrinkage gaps at joints of resilient flooring	1	If the gaps are more than 1/16" wide between pieces of resilient flooring, Builder will repair them. If the gaps between flooring and other materials are more than 1/8" wide, Builder will repair the affected area only.	
		e. Cuts and gouges	0	Builder will repair cuts and gouges reported to Builder prior to closing.	Report to Builder prior to closing.
	6. Paint, stain, or varnish	a. Deteriorating, fading, or peeling of outside paint	1	Fading of a paint or stain is normal and not considered a defect. The amount of fading will depend on the climate where the Home is located. Builder will repair paint, stain or varnish which peels or deteriorates. Builder will properly prepare and refinish any areas that are affected.	
		b. Painting made necessary by other repair work	1	If painting is required because of other repair work, Builder will paint to match surrounding areas as closely as possible.	
		c. Deteriorating varnish or lacquer finish on outside woodwork	0	Varnish or lacquer on outside woodwork deteriorates quickly and is not covered.	

Type of Material or area of Your Home	Specific Item	Problem or Condition Covered	Year	Building Standard or Builder's Responsibility	Your Responsibility
		d. Deteriorating varnish or lacquer finish on inside woodwork	1	Builder will retouch areas of the woodwork where the finish has deteriorated. Builder will make this repair only once.	
		e. Mold, mildew or fungus on surfaces	0	Builder will remove mildew or fungus reported to Builder prior to closing or first occupancy. Mold, mildew or fungus may form on surfaces over time because of warmth and moisture.	See Addendum No. 2 on page C-36. Report to Builder prior to closing. Clean mildew or fungus regularly from exterior or interior surfaces. Prevent or eliminate condensation and moisture intrusion into Home .
		f. Deteriorating, fading, or peeling of interior paint	1	Interior painted surface should not deteriorate, fade, or peel. Builder will touch-up only the affected areas one time after closing.	Maintain interior paint per manufacturer's specifications.
	7. Wall coverings	a. Peeling wall covering	1	Builder will repair wall covering which peels within the first year.	
		b. Mismatched edges of wall covering, pattern mismatch, and open seams.	0	Builder will repair these conditions when reported to Builder prior to closing.	
	8. Carpeting	a. Open seams in carpeting	1	Visible carpet seams are not a defect. Builder will repair any openings or gaps in the seams.	
		b. Wall-to-wall carpeting comes up, is loose, or stretched.	1	If Builder originally installed wall-to-wall carpeting as a primary floor covering, Builder will resecure or restretch any of the carpeting that has loosened from the material to which it was attached.	
		c. Spots or minor fading on carpet	0	Spots and/or minor fading can occur naturally when a carpet is exposed to light. Builder has no responsibility for this condition.	

Type of Material or area of Your Home	Specific Item	Problem or Condition Covered	Year	Building Standard or Builder's Responsibility	Your Responsibility
	9. Stucco	a. Cracks in outside stucco walls	1	Cracks are not unusual in the surfaces of outside stucco walls. Builder will repair within the first year, any cracks that are more than 1/8" wide.	
	10. Marble, real or synthetic, plastic laminate, porcelain, and fiberglass	a. Scratches, nicks, chips, or blemishes	0	Builder will repair scratches, nicks, chips, or blemishes reported to Builder prior to closing. Builder is not responsible for discontinued patterns or for differences in color between old and new.	Report to Builder prior to closing.
H. Louvers, vents, and fireplaces	1. Louvers and vents	a. Inadequate ventilation of attics and crawl spaces	1	Builder will repair the louvers and vents so that they provide proper ventilation. Builder will not be responsible for problems caused by the alteration of the original ventilation system.	
	2. Fireplaces and chimneys	a. Improper drawing of fireplace or chimney	1	Several things can cause temporary negative draft situations in a fireplace or chimney. These include high winds, obstructions such as large branches or trees too close to the chimney, or tight insulation and weatherproofing throughout the house. Builder will not be responsible for these problems. If the draft problem is caused by improper installation, Builder will repair the problem.	Insure there is sufficient fresh air make-up for the flue to draw properly. Before the beginning of the season that You will use the fireplace, look for any obstructions and clear prior to use.
		b. Separation of chimney from the structure to which it is attached	1	It is not unusual for a new chimney to separate slightly from the structure to which it is attached. Builder will repair any chimney that has separated from the Home more than 2" in any 10 feet vertical measurement.	
		c. Firebox (area where the fire burns) paint has changed	0	The heat from a fire can naturally change any finish on the firebox. This condition is not covered.	

Type of Material or area of Your Home	Specific Item	Problem or Condition Covered	Year	Building Standard or Builder's Responsibility	Your Responsibility
		d. Cracks in firebrick (brick that lines the fireplace) and mortar joints	0	Roaring fires can naturally cause this cracking. This condition is not a Defect .	
I. Mechanical systems	1. Plumbing, water supply, and septic systems	a. Plumbing pipes have frozen and burst	1	Drain, waste, vent, and water pipes will be adequately protected to prevent freezing as required by the applicable building code. Builder will repair any pipes not meeting the building code.	Drain water pipes and outside faucets when they are exposed to freezing temperatures.
		b. Leaks in faucets or valves	1	Builder will repair or replace any faucets or valves that leak because of defects in workmanship or materials.	
		c. Defects in plumbing fixtures or trim fittings	1	Builder will repair any fixture or fitting which does not meet the manufacturer's standards.	
		d. Noisy water pipes	1	Some noise in the water pipes is natural and comes from the flow of water and from the pipes expanding. If there is a pounding noise from improperly anchored pipes, Builder will repair.	
		e. Leaks in pipes	1	Builder will repair any leaks in the drain, waste, vent or water pipes. Condensation on pipes is not the same as a leak, and is not a defect.	
		f. Stopped up sewers, fixtures, and drains	1	Builder will repair all sewers, fixtures, and drains that are clogged because of defects in construction. Builder is not responsible for any defect which is not construction related, including any failure of municipal systems.	If sewers, fixtures, and drains are clogged because of Your actions, then You will pay the cost of repairing them.

Type of Material or area of Your Home	Specific Item	Problem or Condition Covered	Year	Building Standard or Builder's Responsibility	Your Responsibility
		g. Water supply system does not deliver water	1	Builder is responsible for connecting all on-site service to municipal water mains and to private water supplies. Builder is also responsible for making sure that an individual well on-site is installed to comply with all building and plumbing requirements. Builder will repair problems caused by defects in workmanship and materials. Builder is not responsible for problems caused by conditions beyond Builder's control. Builder is not responsible for water quality.	
		h. Septic tank, distribution box and pump do not meet state, county or local requirements.	1	Septic tank must meet state, county, or local requirements. Builder will repair any septic system that cannot properly handle the normal flow of household waste because of defects in workmanship or materials. Builder is not responsible for conditions beyond Builder's control, such as freezing, saturated soil, an increase in the elevation of the water table, excessive use of the system, or limitations established by the local governing agency.	Properly maintain the septic tank system to include proper grades, landscaping, and protection from vehicular traffic or excessive weight which would result in soil compaction. Tanks may need to be pumped during periods of excessive use or extended rainfall.
		i. Septic drain fields	1	Septic drain fields will meet state, county, or local requirements. Builder will repair any septic drain fields that cannot properly handle the normal flow of household waste because of defects in workmanship or materials. Builder is not responsible for conditions beyond Builder's control, such as freezing, saturated soils, increase in the elevation of the water table, excessive use of the system, or limitations establishes by the local governing agency.	

Type of Material or area of Your Home	Specific Item	Problem or Condition Covered	Year	Building Standard or Builder's Responsibility	Your Responsibility
	2. Heating system	a. Inadequate heating	1	Heating system is designed to maintain an indoor temperature of 70° F. The temperature is measured in the center of each room at a height of 5 feet above the floor. Federal, state, or local energy requirements take precedence. Builder will repair the heating system so that it provides the required temperature.	Balance dampers and registers and make other minor adjustments for change of seasons. Maintain unit per manufacturer's specifications.
		b. Leaks in refrigerant lines	1	Builder will repair all leaking refrigerant lines and will recharge the unit, unless You caused the damage.	
	3. Refrigeration	a. Inadequate air conditioning	1	Cooling system is designed to maintain an indoor temperature of 78° F. The temperature is measured in the center of each room at a height of 5 feet above the floor. If the temperature outside is above 95° F, cooling system must be able to maintain an inside temperature that is 15° below the outside temperature. Federal, state, or local energy requirements take precedence. Builder will repair the cooling system so that it provides the required temperature.	Balance dampers and registers and make other minor adjustments for change of seasons and maintain proper window treatment to optimize cooling capabilities. Maintain unit per manufacturer's specifications.
	4. Condensation drain lines	a. Clogged condensation drain lines	0	Builder will provide clear condensation drain lines at closing. After this, You are responsible for keeping the condensation drain lines clear.	Condensation drain lines may clog, under normal use. You should keep these clear. Prior to using the cooling system each season, check condensation lines to ensure the drain lines are clear.
	5. Evaporative cooling system	a. Mechanical part of the evaporative cooling system does not operate properly	1	Builder will correct or adjust the blower and the water system so that it functions properly.	

Type of Material or area of Your Home	Specific Item	Problem or Condition Covered	Year	Building Standard or Builder's Responsibility	Your Responsibility
	6. Air distribution system	a. Ductwork makes ticking and crackling noises	0	The ductwork may make ticking and crackling noises when the metal in it expands from the heat and contracts from the cold. This condition is natural and is not covered.	
		b. Ductwork makes a booming noise	1	This booming is called "oilcanning." Builder will repair the ductwork.	
		c. Separated or unattached ductwork	1	Builder will re-attach or re-secure all ductwork that has become separated or unattached.	You should not walk on, place heavy objects against or otherwise subject ductwork to unusual loads.
		d. Water seeps into heating and/or air conditioning ducts located under the floor slab.	1	Builder cannot control the natural rise in ground water levels after it rains. If Builder has failed to construct the Home in a good and workmanlike manner and such failure allows water to seep into the ducts causing the heat and air conditioning system to malfunction and You have met Your responsibilities under the Limited Warranty, Builder , at the Builder's sole election, may do one or more of the following to correct this problem: 1. Regrade the problem area; 2. Put a sump pump in the plenum; or 3. Install new duct work in areas other than beneath the slab.	Do not landscape property by building up flower beds or adding trees close to or around the foundation; do not over-water lawns and landscaping or let sprinklers saturate ground around the Home . Install guttering; install a french drain system.
J. Electrical system	1. Electrical conductors, fuses, and circuit breakers	a. Fuses blow or circuit breakers (excluding ground fault interrupters) "kick out"	1	Builder will check the wiring circuits and make sure that they conform to applicable building code requirements.	Do not overload circuits. Check circuit breakers.
	2. Outlets, switches, and fixtures	a. Air leaks around electrical outlets	1	Cold air can be drawn through an outlet on an exterior wall into a room. Builder will repair one time after closing or first occupancy, whichever occurs first.	

Type of Material or area of Your Home	Specific Item	Problem or Condition Covered	Year	Building Standard or Builder's Responsibility	Your Responsibility
		b. Malfunctions in electrical outlets, switches, and fixtures	1	Builder will repair or replace all defective outlets, switches, or fixtures.	
	3. Service and distribution	a. Ground fault interrupters frequently trip (These are sensitive safety devices that are installed into the electric system to protect from electric shock.)	1	Ground fault interrupters are sensitive and can be easily tripped. Normally, this is not indicative of a construction defect. Builder will install ground fault interrupters to meet the electrical requirement. Builder will correct the interrupters if the tripping is due to a defect in installation.	A tripped ground fault interrupter usually indicates an overloaded circuit or the connected appliance contains a faulty ground.
		b. Electrical wiring does not carry its designed load for normal residential use	1	Builder will repair any wiring that does not conform to applicable building code requirements. Builder is responsible for original installation only. Builder is not responsible for problems caused by conditions beyond Builder's control.	
K. Foundation	1. Beams, concrete	a. Cracks or deflection	1	Builder will repair cracks greater than 1/8 inch in width, or deflection greater than 1/4 inch in 30 inches.	See the Active Soils Addendum on page C-35 for Your responsibilities relating to the foundation and property grade.
	2. Beams, wood (built up)	a. Cracks or deflection	1	Builder will repair deflection greater than 1 inch in 10 feet.	
	3. Beams, wood (laminated)	a. Cracks or deflection	1	Builder will repair deflection greater than 1 inch in 10 feet.	
	4. Beams wood (solid)	a. Cracks or deflection	1	Builder will repair deflection greater than 1 inch in 10 feet.	
	5. Beams, steel	a. Cracks or deflection	1	Builder will repair deflection greater than 2 inch in 8 feet.	
	6. Footings	a. Cracks or deflection	1	Builder will repair cracks greater than 2 inch in width.	
	7. Walls, concrete	a. Cracks, displacement, out-of-plumb	1	Builder will repair cracks greater than 1/4 inch in width or greater than 1/4 inch vertical displacement, or out-of-plumb greater than 1/4 inch in 12 inches measured from base of wall.	

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Type of Material or area of Your Home	Specific Item	Problem or Condition Covered	Year	Building Standard or Builder's Responsibility	Your Responsibility
	8. Walls, masonry	a. Cracks, out-of-plumb	1	Builder will repair cracks greater than 3/8 inch in width, or out-of-plumb greater than 1/4 inch in 12 inches measured from base of wall. Brick mortar cracks, see para. C1.c. above.	
	9. Columns, wood	a. Bowed or out-of-plumb	1	Builder will repair if bowed to greater than 1 inch in 8 feet, or out-of-plumb greater than 1/4 inch in 12 inches measured from base of column.	
	10. Columns, concrete	a. Bowed or out-of-plumb	1	Builder will repair if bowed greater than 2 inch in 8 feet, or out-of-plumb greater than 1/4 inch in 12 inches measured from base of column.	
	11. Columns, masonry	a. Bowed	1	Builder will repair if bowed greater than 1/8 inch in 12 inches measured from base to column.	
	12. Columns, steel	a. Bowed or out-of-plumb	1	Builder will repair if bowed greater than 1 inch in 8 feet, or out-of-plumb greater than 1/4 inch in 12 inches measured from base of column.	
L. Structural Beams and Girders	1. Beams and Girders, wood (solid)	a. Deflection	1	Builder will repair deflection greater than 1 inch in 10 feet.	
	2. Beams and Girders, wood (built up)	a. Deflection	1	Builder will repair deflection greater than 1 inch in 10 feet.	
	3. Beams and Girders, wood laminated)	a. Deflection	1	Builder will repair deflection greater than 1 inch in 10 feet.	
	4. Steel	a. Deflection	1	Builder will repair deflection greater than 1 inch in 10 feet.	
M. Lintels and Headers	1. Steel	a. Deflection	1	Builder will repair deflection greater than 1 inch in 48 inches.	
	2. Wood	a. Deflection	1	Builder will repair deflection greater than 1 inch in 48 inches.	

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Type of Material or area of Your Home	Specific Item	Problem or Condition Covered	Year	Building Standard or Builder's Responsibility	Your Responsibility
	3. Concrete	a. Deflection	1	Builder will repair deflection greater than 1 inch in 48 inches.	
	4. Masonry	a. Deflection	1	Builder will repair deflection greater than 1 inch in 48 inches.	
N. Arches	1. Masonry	a. Cracks or settlement	1	Builder will repair cracks greater than 1/4 inch in width in arch, or settlement in span of arch greater than 2 inch.	
O. Structural Columns	1. Wood	a. Bowed or out-of-plumb	1	Builder will repair if bowed greater than 1 inch in 8 feet, or out-of-plumb greater than 1/4 inch in 12 inches measured from base of column.	
	2. Concrete	a. Bowed or out-of-plumb	1	Builder will repair if bowed greater than 2 inch in 8 feet or out-of-plumb greater than 1/4 inch in 12 inches measured from base of column.	
	3. Masonry	a. Out-of-plumb	1	Builder will repair if out-of-plumb greater than 1/8 inch in 12 inches measured from base of column.	
	4. Steel	a. Bowed or out-of-plumb	1	Builder will repair if bowed greater than 1 inch in 8 feet, or out-of-plumb greater than 1/4 inch in 12 inches measured from base of column.	
P. Walls and Partitions (Load Bearing Only)	1. Studs	a. Bowed	1	Builder will repair if bowed or cupped greater than 1 inch in 8 feet.	
Q. Floor Systems	1. Structural Concrete	a. Cracks or displacement	1	Builder will repair cracks greater than 1/4 inch in width or greater than 1/4 inch vertical displacement.	
	2. Joists	a. Deflection	1	Builder will repair deflection greater than 1 inch in 15 feet.	
	3. Trusses	a. Deflection	1	Builder will repair deflection greater than 1 inch in 10 feet.	
R. Roof Framing	1. Ridge Beam	a. Deflection	1	Builder will repair deflection greater than 1 inch in 10 feet.	

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Type of Material or area of Your Home	Specific Item	Problem or Condition Covered	Year	Building Standard or Builder's Responsibility	Your Responsibility
	2. Rafters (common)	a. Deflection	1	Builder will repair deflection or bow greater than 1 inch in 10 feet.	
	3. Rafters (jack)	a. Deflection	1	Builder will repair deflection or bow greater than 1 inch in 10 feet.	
	4. Rafters (valley/HIP)	a. Deflection	1	Builder will repair deflection or bow greater than 1 inch in 10 feet.	
	5. Ceiling Joists	a. Deflection	1	Builder will repair deflection greater than 3/4 inch in 10 feet.	
	6. Trusses	a. Deflection	1	Builder will repair deflection greater than 1 inch in 10 feet.	

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ADDENDUM NO. 1 TO BUILDER'S LIMITED WARRANTY PERFORMANCE STANDARDS FOR NEW HOMES

ACTIVE SOILS

HOMEOWNER MAINTENANCE RESPONSIBILITIES FOR HOMES CONSTRUCTED ON ACTIVE SOILS

Soils in Oklahoma have a high clay content and expand and contract when variations occur in the moisture content of the soils. Heavy rains, drought and other Acts of God can adversely affect the foundation of the **Home**. Damage caused by Acts of God is not covered by the **Limited Warranty**. It is **Your** responsibility to provide proper ongoing maintenance.

Improper homeowner maintenance can also adversely affect the performance and structural integrity of any foundation constructed on active soils and void the **Limited Warranty** coverage. These post-construction practices are beyond the control of the design engineer and the **Builder**.

To minimize the probability of movement and displacement in the foundation caused by moisture content variations, the following post-construction maintenance and requirements must be executed. Failure to do so by **You** will void the **Limited Warranty** coverage.

1. The lot on which **Your Home** sits has been graded in accordance with local building codes and local industry standards. **You** are responsible for maintaining such grades. The grade around the foundation shall be maintained by **You** in such a manner that surface drainage is away from the foundation, and **You** shall not permit water to pond or become trapped in localized areas against the foundation as this can cause variations in moisture content that can damage the foundation.
2. Watering shall be done in a uniform systematic manner as equally as possible on all sides of the foundation to keep the soil moist, NOT SATURATED. Areas of soil that do not have ground cover may require more moisture as they are more susceptible to evaporation, causing a moisture content imbalance.
3. During extreme hot and dry periods, close observations should be made around the foundation to insure adequate watering is being provided, preventing soil from separating or pulling back from the foundation.
4. Gutters and downspouts shall be installed by **You** if not included with the **Home** and they shall be maintained to prevent injection of moisture into the soil from roof run-off in localized areas.
5. Studies show that trees planted in close proximity to the foundation can damage the structural integrity of the foundation. Trees planted in close proximity to the foundation can develop a root system which can penetrate beneath the foundation and draw moisture from the soil. Areas around trees will require more water in periods of extreme drought. If **You** plant trees close to the foundation, coverage under the **Limited Warranty** may be adversely affected. Precautionary measures such as the installation of a root shield or root injection system should be taken to maintain moisture equilibrium.
6. Placing flower gardens and beds or shrubs next to the foundation and watering these areas heavily will generally result in a net increase of the soil moisture content in that localized area. This may result in a soil expansion in that localized area of the foundation. **You** must maintain a balanced soil moisture content around the perimeter of the foundation.

BUILDER IS NOT RESPONSIBLE FOR LOSS OR DAMAGE RESULTING FROM FOUNDATION MOVEMENT CAUSED BY SOIL EXPANSION OR CONTRACTION AND/OR OTHER ACTS OF GOD.

**ADDENDUM NO. 2 TO BUILDER'S LIMITED
WARRANTY PERFORMANCE STANDARDS FOR NEW HOMES**

MOLD AND MILDEW

BUILDER AND OWNER RESPONSIBILITIES

Builder will remove mold, mildew or fungus reported to **Builder** prior to closing or first occupancy. Mold, mildew or fungi growth after that is a homeowner maintenance item.

MOLD AND MILDEW

Mold and Mildew are subsets of the fungi family and are common, abundant and an essential part of the world's ecological system. Fungi are found nearly everywhere and are necessary for recycling organic material, which is required to sustain life on the planet.

Mold spores are airborne and travel into and out of buildings as air is exchanged and with the movement of people and their belongings. Mold grows on wet surfaces and, if left untreated, may eventually release spores into the air. Airborne mold spore concentrations can become unhealthful when large areas are wet for prolonged periods. Resolving excessive moisture conditions can prevent and minimize mold growth in the indoor environment.

MOLD GROWTH

In order to reproduce, molds release tiny spores just as plants produce seeds. The spores settle on surfaces and, when conditions are favorable, they begin to consume organic material in their immediate vicinity. Molds can grow on cloth, carpet, leather, wood, wallboard, household dust, and on anything that is made of organic material. Sustained mold growth requires moisture, organic material (a food source), and a suitable temperature generally in the range of 40 °F to 100 °F. When one or more of these three conditions are unsatisfactory, the mold colony will become dormant or die. When favorable conditions are restored, the dormant colony can resume its metabolic activity.

Molds can produce compounds that become airborne along with the mold spores. A toxic substance called mycotoxin can cling to the surfaces of spores; other substances may be found within spores. Molds also produce volatile bioaerosols that are released directly into the air. These compounds often have strong, unpleasant odors (a musty smell) that are commonly associated with molds.

HOW TO LIMIT MOLD GROWTH

The most practical approach to limit mold growth is early detection and prompt resolution of excessive moisture. If **You** can see mold or detect an earthy or musty odor, **You** can assume **You** have a moisture problem that must be resolved to achieve a permanent solution to arresting mold growth. Mold growth can be found behind walls or under materials where water has damaged or penetrated surfaces. Look for discoloration and mold on surfaces.

Controlling indoor air moisture will limit the probability of supporting mold growth from condensing water on interior surfaces; such as on walls, windows and areas near air conditioning supply registers. Relative humidity is a measure of the amount of water vapor in air. Relative humidity meters are useful for detecting excessive moisture and they are available from most hardware stores. Moisture sources that increase indoor air relative humidity are: habitation (people release moisture), bathing, cooking, plants, washing and air-drying of dishes and clothes, unvented combustion appliances, humidifiers, and outdoor ventilation air in humid climates.

Another moisture source is water from leaks, such as from pipes, rain water leakage through windows, roof flashing, ice dams, etc.

Listed below are strategies that can help minimize mold growth.

- Take notice of musty odors in the **Home** because they indicate the presence of mold. Look for visible signs of mold and abate the moisture source.
- Watch for condensation and wet spots and eliminate sources of moisture.
- Prevent moisture resulting from condensation by increasing surface temperatures or reducing moisture levels in the air. To increase the surface temperature, insulate or increase the circulation of heated air. To reduce moisture levels in the air, repair leaks, increase ventilation (if outside air is cold and dry), or dehumidify.
- Perform building and HVAC inspections and maintenance. Repair the condensate drain if the air conditioning system's drip pan overflows with water.
- Run the air conditioner and/or a dehumidifier during the humid months of the year. Controlling indoor air moisture to below 65 percent relative humidity will limit the probability of supporting mold growth.
- Keep the relative humidity as low as is comfortable during the winter season for houses in cold climates. Mold growth on interior surfaces of exterior walls can occur during the heating season. The combination of cool surfaces and excessive humidity can cause a high near-surface relative humidity and condensation. Experience has shown that an air moisture level below 40 percent relative humidity during the heating season will prevent condensation on surfaces. This level of humidity may not be appropriate for houses in severe cold climates. A sign of excessive humidity is condensation on the inside of windows. If condensation is present for prolonged periods take steps to reduce the moisture source or increase ventilation.
- Clean and dry any wet or damp areas within 48 hours.
- Provide drainage for roof rainwater and maintain the ground with a slope that drains water away from the foundation.
- Repair water leaks in the building envelope as soon as possible.
- Do not store organic materials such as paper, books, clothes, etc., in humid locations (such as in the unconditioned basements).
- Exercise extra care when cleaning up after water damage from flood and sewer water.
- Consider the use of dehumidifiers in areas such as unconditioned basements.

MOLD ABATEMENT AND REMEDIATION

Common suggestions from various sources include:

- Correct the source of excessive moisture.

- When handling or cleaning moldy materials, consider using a mask or respirator for protection against inhaling airborne spores. Respirators can be purchased from hardware stores; select one for particle removal (sometimes referred to as a N95 or TC-21C particulate respirator).
- Wear protective gloves. Eye protection glasses and clothing should be immediately washed.
- Take care to remove or clean contaminated materials in a way that prevents the emission of fungi and dust contaminated with fungi from leaving a work area and entering an occupied area.
- Non-porous (e.g., metals, glass and hard plastics) and semi-porous (e.g., wood, and concrete) materials that are structurally sound and are visibly moldy can be cleaned and reused.
- Cleaning should be done using a detergent solution.
- Porous materials (e.g., ceiling tiles and insulation, and wallboard) with more than a small area of contamination should be removed and discarded. Porous materials that can be cleaned, can be reused, but should be discarded if possible.
- All materials to be reused should be dry and visibly free from mold.
- Periodic inspections should be conducted to confirm the effectiveness of remediation work.