



HOMEOWNER GUIDE





We would like to thank you for choosing Blackburn Homes, LLC as your new home builder. It is a pleasure having you as a new member of the growing family of satisfied Blackburn Homes, LLC homeowners.

Inside this document you will find the Homeowner's Guide. This guide will provide you with warranty guidelines, maintenance suggestions, answers to frequently asked association questions and a directory of contact information. There are also spaces available for filing information related to the appliances and mechanical systems that were purchased with your new Blackburn Homes, LLC home. Additional space is also provided for information on future purchases, mortgage papers, or anything related to your home.

Blackburn Homes, LLC has strived to provide you with a home that is consistent with our mission statement:

*"To Build Homes, Neighborhoods, and Lifestyle
That Provide One Remarkable Experience"*

Blackburn Homes, LLC wishes you many happy years in your new home.

WELCOME HOME



GENERAL COMMUNITY INFORMATION

UTILITIES:

PLEASE BE ADVISED THAT UTILITIES WILL BE SCHEDULED FOR DISCONNECT THE DAY AFTER CLOSING. THEREFORE, PLEASE CONTACT ALL UTILITY COMPANIES TO TRANSFER INTO YOUR NAME BY THE CLOSING DATE.

Water Utilities: _____

Energy (Electric): _____

Energy (Gas): _____

TRASH:

THE DESIGNATED GARBAGE PICK UP FOR THE CITY IS _____ OF EACH WEEK. PLEASE REFRAIN FROM PUTTING ANY GARBAGE IN THE CONSTRUCTION DUMPSTER.

EMERGENCY CONTACTS:

ELECTRIC: _____

PLUMBING: _____

HVAC: _____



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This Homeowner's Guide is intended to be used as an informational guide and should not be relied upon or viewed to either expand or reduce any warranty provided in the Purchase Agreement, Development Statement or Declaration. In instances in which there is or appears to be any conflict, the Purchase Agreement, Development Statement or Declaration of shall control.

MOVE- IN REMINDERS

1. Change Utilities

Contact the utility companies listed in the Phone Directory in this guide to have gas and electric service placed under your name. **Owners are responsible for utility charges effective as of the day of closing.**

2. Telephone

Contact the telephone company listed in the Phone Directory in this guide to order service for your new home.

3. Cable Television

Your new home has been pre-wired for cable service. You may contact the cable TV company listed in the Phone Directory in this guide to order service, providing it is available in your area.

4. Mail

Advise your current post office to forward your mail to your new address, or request that your new post office begin service.

5. Address Change Notices

Advise friends, relatives, banks, magazines/newspapers, etc. of your new address.

6. Insurance

Contact your insurance representative to obtain appropriate coverage for your home.

HOA RULES:

FREQUENTLY ASKED QUESTIONS

Since many of Blackburn Homes, LLC residents are living in a HOA for the very first time, Blackburn Homes, LLC has prepared this section of your Homeowners' Guide to help you understand how you can fully enjoy the convenient and carefree lifestyle of your new home.

First and most important, read the **Declaration of HOA and By-Laws of your Home Owners Association**. They are legal documents through which your association has been formed and they also establish the rules and regulations for owners, residents, and guests. A copy should be included with the closing packet provided to you at closing.

Expert legal advice combined with many years of experience in condominium association management has contributed to the organization of your Association.

To help you better understand your Association and its services, Blackburn Homes, LLC has prepared the following list of answers to frequently asked questions:

1. What are the responsibilities of the Association?

The Association also hires a property management company to manage the day-to-day operations of the community. The HOA maintains common areas and any amenities.

Who controls the Association?

Once a certain number of homes have been sold and closed (approximately 75% of the total number of homes in the community), control of the Association is transferred to the home owners. Refer to your HOA documents for specific details. At that time, a meeting of all owners will be held to elect a six-member Board of Directors. The elected Board provides the leadership for the Association and will

determine community policies and procedures, and will monitor finances in accordance with the Declaration and Bylaws. The Board is responsible for selecting contracted vendors as well as managing costs and services. A professional Property Manager acts in accordance with their instructions. The property management company collects monthly homeowner fees and other assessments, pays bills, assists in enforcing Association rules, and prepares financial statements and various other tasks to assist the directors. The Board holds board meetings quarterly, or more often if determined necessary. Once each year, all owners will be invited to attend an annual meeting, during which at least two of the six board terms will be open for election. Your Board of Directors will be made up of fellow condominium owners. Their purpose is to protect and maintain the value of your community. The Board will ask for owners to volunteer to serve on committees such as Budget and Finance, Building, Grounds, and Social.

3. Are the Board meetings public?

That is up to the Board of Directors to decide based on the needs of the community.

4. When does the Board become active?

The Board is active immediately upon election.

5. Does the Board choose its officers?

Yes. This takes place at the first official meeting of the Board of Directors.

6. What are some of the services provided by the Association?

- Common area maintenance
- Landscape maintenance including pruning, fertilizing, and installation and maintenance of seasonal flowers in selected areas.
- Operation and maintenance of the clubhouse and pool.
- Common area lighting of the entry and grounds.

- Private trash collection, if not provided as a municipal service.
- Public water and sewer.
- Managing the Association budget including the capital reserve for future exterior repairs and replacements.
- Professional management of the Association.

7. Who determines the amount of the HOA Fees?

The Board of Directors determines HOA fees each year, based on input from the owners, the Budget and Finance Committee and the property management company.

8. Should my monthly fees increase substantially during any one-year in the near future?

The HOA fees may increase due to Homeowner wants or needs, as decided by the Board of Directors. This includes but is not limited to: additional amenities and general improvements.

9. What am I allowed to change on the outside of my home?

No change may be made to the building's exterior structure or the common area surrounding your home without the prior written approval of the Association, including the display of decorative items, additional landscaping, etc. A written request should include a complete description of the materials and a location sketch. A Change request form can be obtained from the Property Management Co. Some requests may not be considered until the six owner trustees have been elected.

Most associations will allow limited modifications assuming they conform to specifications adopted by the Association. Examples of such modifications are storm doors or screened doors and additional landscaping.

Remember that in all such cases any additions or modifications require advance approval in writing. Check with your Association for details and forms, which may assist in the process. Directors normally review alteration requests at regular meetings after which the Property Manager will advise owners in writing of the directors' decision.

10. May I add a storm door at my main entry?

HOA rules require prior approval in writing for such a modification. If a storm door has been approved for your community, your Association can provide you with information on the specific door and color that is approved.

11. May I add landscaping, shrubs or trees?

You may Not add landscaping, shrubs or trees without the prior written approval of the Board of Directors. Any additions must compliment the master landscape design prepared for the entire property. Additions require submission of a plan specifying your proposed additions and locations to the Board for approval. Consult with your Property Manager for details.

12. Whom do I consult regarding questions about the Association?

Feel free to contact the Property Manager (See phone number in the directory in the front of this Guide) or any of the members of the Board of Directors.

13. May I store my boat, RV or commercial vehicle in the driveway outside my residence?

No. They must be stored off the property or inside the garage.

14. May I keep my trash containers on my patio or in the side yard of my home?

No. Trash containers must be kept in the owner's garage at all times except for trash collection day.

15. May I build or place a swing set or other structure in the lawn area beside my condo? What about lawn ornaments such as ceramic animals, birdbaths, mulched area edging, etc.?

No. No additions, including ornaments or edging material are allowed in the common area without prior approval from the Association.

16. How do I pay my HOA fees?

Your monthly HOA fees are due on the first day of each month and should be mailed to the Property Manager's office or paid online. Checks should be made payable to your Association. Please do not drop them off at the clubhouse office.

17. Am I allowed taking guests to the clubhouse and pool?

Yes. However, each Association will adopt its own policies regulating use of the clubhouse and pool. Generally, up to four guests are permitted. Guests under 17 years of age must be accompanied by the owner/resident at all times. Your Association may permit private parties. If you would like to make a reservation, information can be obtained from the Property Manager or Board of Directors.

18. How do I volunteer to serve on a committee or the Board of Directors for the Association?

Notify a member of the Board of Directors or the Property Manager of your interest. To serve on the Board you must be nominated and elected by the owners at the annual meeting. Nomination procedures are discussed in the annual meeting notice that is sent to homeowners.

19. How can I enjoy the common area with my pet?

HOA Rules specify that pets must be on a leash at all times in the common area. Owners are required to clean up pet waste immediately. The cooperation of all pet owners is required. The Association generally adopts a pet policy with some limitations.

20. May I decorate the exterior of my residence during holiday seasons?

Each Association will adopt a specific policy if deemed necessary, however; “tasteful decorating” done safely and without damage to the exterior of the condominium is usually permitted. Decorations should be removed no later than two weeks after the holiday. Refer to your HOA Rules for specific details.

21. What should owners do if they observe items of concern in the common area?

Report any concerns directly to the Property Manager. It is best to provide this information in writing.



New Home Warranty

For

Blackburn Homes, LLC

Foreword

Congratulations on your new home purchase! You've made the right decision by choosing Blackburn Homes. You are now the proud owner of an exceptionally crafted and well-designed home. This document provides you with all the details of your home's warranty.

As you settle in to make this home your own, you can look forward to a lifetime of

enduring quality. Be assured that we, too, are committed to enhancing your pride in ownership, as we build a relationship that lasts as long as your home.

Blackburn Homes creates world-class communities throughout the southern United States. We build homes and neighborhoods that we would be proud to call home.



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Unit One: Overview

This section provides a general overview of the **Blackburn Homes New Home Warranty**, which consists of the **Limited Warranty** and the **Performance Standards** (collectively referred to herein as the “Warranty”) through Blackburn Homes (the “Builder”). The specific details, limitations, and conditions of the Warranty are provided to you (the “Homeowner”) in this document. If your home is financed through FHA/VA, please see the HUD Addendum.

This **Limited Warranty** includes methods for informal settlement of disputes, such as arbitration, which will be binding on the Homeowner and the Builder. More information on the binding arbitration procedure can be found in the “Resolving Disputes” section of this Limited Warranty.

The Warranty is a promise that materials and workmanship are

warranted for one year from the time of closing. This includes the heating, air conditioning, electrical, and plumbing systems. **Defects in materials and workmanship** in the structural elements of the home are warranted for ten years from closing. Some appliances, equipment, and other components included in the home are not warranted by the Builder, but are covered by separate warranties provided by the manufacturer or supplier. These warranties must be registered by the Homeowner after the time of closing.

If a timely claim is made under one of these warranties without a response, the Builder will help the Homeowner in attempting to resolve the problem with the manufacturer or supplier. During the first year, the Builder will correct the malfunction of an appliance or item of equipment if the malfunction is due to damage during installation or improper installation.

The Essence of Our Warranty

We strive towards making our warranty commitment easy to understand; based on a common sense approach using plain language. We believe the Homeowner has a right to expect a clean and defect-free home complete at the time of closing. The house and its contents should function normally. If there are problems because of defects in materials and workmanship, as outlined above and described in more detail later, the Builder will arrange for

their repair or replacement. If a problem results from the actions of occupants of the home or others, or from ordinary wear and tear, the Builder is not responsible for the repair or replacement.

Homeowner Expectations

We view your Warranty in terms of what you, as our client, have a right to expect from a homebuilder. The materials used to build your home won't last forever; however, most will last for a long time if properly maintained. We'd like to show you how to prolong the life of your home through regular maintenance that is appropriate for the types of material used in your home.

The following pages generally describe what the Homeowner has a right to expect from the Builder and the preventative maintenance required to keep your home in top condition. Following that are sections on the Limited Warranty, Warranty Exclusions, Limitation of Liability, Requesting a Home Repair, Resolving Disputes, and the Builder's Performance Standards.

These sections discuss what you can expect from the Builder in the construction of your home, and what your home usually requires from you in ongoing maintenance and care. The actual coverage is described in the Warranty provided in this book. The "Home Care Guide" will provide most of the information you need to provide your

home with the appropriate level of preventative maintenance.



Section 1: Homeowner Expectations of the Builder

1.1 Foundation

Your foundation has been engineered to withstand the anticipated settlement based on the conditions found in your area. It should not settle in such a way as to create structural problems during the Warranty period.

1.2 Concrete Surfaces

The concrete surfaces in your home should fulfill the functions for which they were intended without excessive settlement, cracking, or secondary damage such as leaking. Since concrete is likely to crack, standards are defined in

the detailed Performance Standards which follow.

1.3 Structural Integrity

Since homes are constructed by human beings using a variety of materials, small tolerances are normal. What we consider unacceptable tolerances are defined in the detailed Performance Standards which follow.

1.4 Intrusion of the Elements

Your home should not leak. Exceptions might occur such as when a driving rain forces water into vents, windows, or under doors. Under normal circumstances, your home should protect you from the intrusion of the elements.

1.5 Mechanical Systems

Those systems installed in your home to provide power, water, treated air, ventilation, and waste disposal should perform as intended.

1.6 Care and Maintenance

Although things wear out, components in your home should last a reasonable length of time (assuming you give them appropriate care and maintenance). This time will vary with geographical regions, the types of materials involved, and usage.

As time goes on, adjustments will be required.



Section 2: Preventative Homeowner Maintenance

2.1 Drainage Patterns

Your home and lot were designed with a particular drainage pattern, which should carry rainwater away from the foundation. Water should not be directed to the edge of the foundation, either in the form of lot drainage or the watering of flowers.

2.2 Concrete Care

Concrete surfaces should be free of salts (for ice), other deicing chemicals, and excessive weight such as a moving van. Yard drainage should be maintained to divert water away from concrete surfaces, if possible, to eliminate the chance it will undermine the surface and erode the bearing soil.

2.3 Building Alterations

Structural alterations to the home must be performed by professionals who understand the load-bearing requirements of the change. The reason

that local municipalities require permits for building alterations is to make sure that the structural integrity of the home is maintained.

2.4 Maintain Seals

In many cases, the seal around doors and windows is caulk. This material will require annual inspection and any necessary replacement after one to two years.

2.5 Regular Use

Since the mechanical systems of your home were designed for normal usage, placing unreasonable demands upon them will present problems. Plugging several electrical devices into one circuit may cause it to overload. Loading materials into a drain may cause it to clog. Undue weight should not be placed on pipes or showerheads because they can break. Some devices must be cleaned periodically (e.g., furnace filters) so that they can do what they are designed to do.

2.6 Wooden Surfaces

Wood requires cleaning and sealing to prevent problems associated with water penetration and continual exposure to the elements. Painted or sealed surfaces must be cleaned and refinished according to the requirements of your geographic area. If this is not done, the surface will deteriorate.

2.7 Follow Manufacturer's Instructions

Instructions for care and maintenance are

included with many components of your home. By following these instructions, you will extend the life of these components.

2.8 Appliances

Your appliances are covered by a limited warranty from the manufacturer; you must register these appliances. Read operating manual and cleaning recommendations before operating.

2.9 Cabinets

Treat your cabinets as carefully as you would a piece of furniture. Any grease splatter should be wiped off immediately. Spray waxes are not recommended. Frequently clean the inside of cabinets and drawers used for food storage to avoid attracting insects.

2.10 Countertops

The countertops in our new home are not resistant to cigarette burns, scratches, and heat damage. Countertops are not sealed. Countertops should be cleaned with soap and water. Do not use abrasive cleansers as they can scratch the surface of your countertop. Do not set hot containers on your countertops. Do not use your countertop as a cutting board. Do not stand on your countertops. At installation, your countertop was attached to your cabinets, and the space between the walls and backsplash was caulked. You must replace the caulk periodically due to normal wear, humidity, and shrinkage.

2.11 Sinks

Non-abrasive cleaners or commercial glass cleaning solutions are recommended cleaning products. On stainless steel sinks, follow with a thin coat of commercial stainless steel polish. Do not use steel wool pads to clean your sink. Using a rubber sink pad is discouraged as they trap organic particles, which may cause hard-to-remove stains. Do not let food waste stand in the sink. Do not use sinks to hold tools. Do not leave metal cans in the sink, they may leave rust rings.

2.12 Faucets

In order to maintain the appearance of your faucets, we recommend wiping as needed with a soft, damp cloth, and use warm water to remove dry water spots. Do not use cleaners containing abrasives, alcohol, or other harsh chemicals. Aerators are devices in faucets which reduce splashing by incorporating air into the water coming out of the faucet, and must be cleaned every 3-4 months. To clean, unscrew from the mouth of the faucet, remove any deposits, rinse all components, and replace in the reverse order.

2.13 Ceramic Tile

To clean floor or bathroom ceramic tile, wipe occasionally with a damp cloth. Do not use excessive water when cleaning. Normal shrinkage and minor settling of your home may cause a separation between the tub and wall tile and between the shower and base tile.

Cracking of joints may also occur due to excessive moisture. You can remedy these situations by simply filling the crack with a grouting compound from a hardware store.

2.14 Toilets

The toilets in your new homes have 1.28-gallon tanks that are required by state and federal code. They have smaller traps, which may plug more easily. Do not flush products other than toilet tissue down the toilet. General cleaning should be done using one of the commercially marketed toilet bowl cleaners that do not contain abrasives.

2.15 Carpeting

A regular schedule of vacuuming will go far in maintaining its original appearance. Follow the manufacturer's maintenance recommendations. Prompt removal of spots and stains is recommended. It is not uncommon for new cut pile carpet to to shed for a period of time while vacuuming.

2.16 Doors

Interior doors are painted to match the interior trim and only require mild cleaning or dusting. Lubricate interior door latches periodically. Please note that the tops of interior doors, and the casing on the inside of closets are not sanded and painted, and may be rough.

2.17 Windows

Windows may collect condensation on interior surfaces when extreme temperature difference and high levels of humidity exist. To clean your windows,

use commercial glass cleaning solution with a soft rag or paper towel.

2.18 Garage Door

Garage doors are not weatherproof, and entrance of air, dust, rain, snow, and light should be expected. The moving parts of the garage doors should be lubricated every six months and the cables should be inspected for fraying. The screws connecting the hinges to the door should also be checked and tightened as necessary.

2.19 Pull-Down Stairs/ Storage

The pull down stairs occasionally will need to be lubricated at the hinge and spring assembly. Be aware that the attic area is suitable of light storage only.

2.20 Condensation

All wood, vinyl, and aluminum windows may collect condensation even though they feature insulated glass and have thermal breaks. We recommend that you use the bathroom exhaust fans to carry off excessive humidity, use the vent provided for the dryer, and keep drapes and curtains open during the day to allow for good air circulation.

2.21 Electrical System

Your wiring and appliance are protected by circuit breakers in the panel box located in the garage. Simply follow the directions on the panel to reset the breaker. Avoid using unlicensed electricians to make alterations to your wiring.

2.22 Heating & Air Conditioning

Should you encounter operation difficulties, check your circuit breaker, your thermostat, and that the furnace filter is clean. Filters should be replaced a minimum of four times a year. Owners are responsible for adjusting registers within their homes to achieve the desired temperature in each room.

2.23 Plumbing

Always remove hoses from hose bibs during freezing conditions. If desired, use removable covers to protect from freezing.

2.24 Walls and Ceilings

Common drywall flaws can easily be repaired using spackling compound. In the presence of nail pops, it should be noted that these in no way alter the strength of the wall. The paint on your walls is a flat wall paint that is designed for bare drywall and has a clay base that can be removed with excessive cleaning or harsh cleaners. A damp cloth will remove most dirt without any problems. It is recommended that you wait one year before re-painting to allow settling and shrinkage.

2.25 Woodwork and Trim

For general cleaning, use a diluted solution of soap and water. Keep in mind; too much water is woodwork's worst enemy. As with drywall, woodwork joints may shrink causing separations. Repair by using latex caulk followed by paint touch up.



Unit 2: The Limited Warranty

The Homeowner should read the Warranty in its entirety, including any addenda attached at the end of this Warranty booklet, in order to understand the protection it provides, exclusions that apply, and the performance standards which determine coverage in each case. FHA/VA Homeowners refer to those sections of this Warranty as noted by a dagger (†) indicating the applicability of the HUD Addendum.

Section 3: The Limited Warranty

The Builder's Limited Warranty relates only to "Covered Defects," which are defined as defects in material and workmanship that are either part of the structure or are elements of the home as supplied by the Builder at the date of closing. The existence of a Covered Defect

does not constitute a breach of this Limited Warranty; however, the Builder is obligated to repair or replace the item to conform to the Performance Standards. This is not an insurance policy, nor a maintenance agreement, but a definition of what the Homeowner has a right to expect in terms of warranties.

This Limited Warranty is provided to the original purchaser of the home, identified in the Performance Standards, and use the home for their residence only.

One-year Coverage

The Builder warrants the construction of the home will conform to the tolerances for materials and workmanship, as defined in the Performance Standards, for a period of one year after the closing date.

Ten-year Coverage

The Builder warrants the construction of the home will conform to the tolerances set forth in the following Performance Standards for Structural Elements for a period of ten years after the closing date, subject to the limitations set forth below.

Structural Elements are footings, bearing walls, beams, girders, trusses, rafters, bearing columns, lintels, posts, structural fasteners, subfloors, and roof sheathing. Floating slabs and partition walls that do not carry any load other than their own weight are not Structural Elements. A Structural Element will not be deemed defective, and no action will be required of the Builder, unless there is actual physical damage that diminishes the

ability of the Structural Element to perform its load-bearing function such that the home is unsafe. If and where the explanation of these warranties disagrees with Chapter 27 of the Texas property Code, the Residential Construction Liability Act. The Texas Property code will take precedence and be followed by the builder.

Limitation of Liability

It is understood and agreed that the Builder's liability, whether in contract, tort, statute, negligence, or otherwise, is limited to the remedy provided in this Limited Warranty. The Builder's obligations under this Limited Warranty, and under the purchase agreement, are limited to repair and replacement. Under no circumstances shall the Builder be liable for any special, indirect, or consequential damages, including without limitation any damages based on a claimed decrease in the value of the home, even if the Builder has been advised of the possibility of such damages. This Limited Warranty is the only warranty applicable to this purchase. To the extent permitted by law, all other warranties, expressed or implied, including, but not limited to, all implied warranties of fitness, merchantability, or habitability, are disclaimed and excluded.

If a defect occurs in an item covered by this Limited Warranty, the Builder will repair or replace it to conform to the Performance Standards. In the case of defects in Structural Elements, the Builder will repair or replace the

Structural Element to restore the load-bearing function, as designed, and make such other repairs as are necessary to return the home to a safe status. The repair of a defect will include the correction, replacement, or refinishing of only those surfaces, finishes, and coverings that were damaged by the defect and that were a part of the home when the title was first transferred by the Builder. The Builder will repair or replace surfaces, finishes, and coverings that require removal in order for the Builder to repair or replace a defect. The extent of the repair or replacement of these surfaces, finishes, and coverings will be to approximately the same condition they were in prior to the defect, but not necessarily to a "like new" condition. The Builder cannot guarantee, nor does it warrant, exact color matches with the original surrounding area due to factors such as fading, aging, or unavailability of the original materials.

The Homeowner will register for warranties for particular appliances and equipment furnished by the manufacturer to the Builder. The Builder provides no warranty on those items except where the malfunction is due to damage during installation or improper installation. If it is necessary to request warranty service in such a case, the Homeowner must make a request directly to the manufacturer. In the unlikely event that the manufacturer is not responsive to the request, the Builder will assist the Homeowner in attempting to obtain the

necessary repairs or replacements from the manufacturer.

The benefits included in this Limited Warranty are only available when service is requested according to the procedures established by the Builder and included in your Warranty material. In addition, the Homeowner's failure to reasonably provide access to the home during normal working hours for making repairs will relieve the Builder from its obligations under this Warranty. The Builder's aggregate total liability shall not exceed the original contract price of the home.

The Builder reserves the right to use its judgment in determining the most appropriate method of repairing Warranty defects. The Builder's offer to resolve an issue for which it bears no responsibility under this Limited Warranty does not create the responsibility to provide the resolution in another situation for which it bears no responsibility. Actions taken to cure defects will not extend the period of coverage specified in this Limited Warranty or any applicable statutes of limitation or repose.

Section 4: Warranty Exclusions

This Limited Warranty excludes any loss or damage which is not a Covered Defect, including:

4.1 Home Coverage Only

LOSS OF, OR DAMAGE TO, ANY REAL PROPERTY WHICH IS NOT PART OF THE HOME COVERED BY THIS LIMITED WARRANTY AND WHICH IS NOT INCLUDED IN THE ORIGINAL PURCHASE PRICE OF THE HOME AS STATED IN THE CLOSING DOCUMENTS.

4.2 Other Exclusions

Any damage to the extent it is caused or made worse by:

(A) Negligence, improper maintenance, or intentional or improper operation by anyone other than the Builder or its agents or subcontractors when working for Builder, including, but not limited to, damage resulting from rot, corrosion, or rust.

(B) Failure by the Homeowner or anyone other than the Builder or its agents or subcontractors to comply with the warranty requirements of manufacturers of appliances, fixtures, and equipment.

(C) Failure by the Homeowner to give timely notice to the Builder of any defects.

(D) Changes in the grading of the ground by anyone other than the Builder or its agents or subcontractors.

(E) Changes, alterations, or additions made to the home by anyone other than the Builder or its agents or subcontractors working for Builder after the Limited Warranty commencement date.

4.12 Temperature

Loss or damage caused by failure to maintain proper temperatures (heating and cooling) within the home.

4.13 Utility Services

Loss or damage to utility services that were not installed by the Builder or damage to property caused by utility services.

4.14 Contamination

Any condition which does not result in actual damage to the home, including, but not limited to, uninhabitability or health risk due to the presence or consequence of electromagnetic fields (EMFs), radon gas, mold, formaldehyde, or other pollutants and contaminants, or the presence of hazardous or toxic materials.

4.15 Personal Losses

Bodily injury or damage to personal property.

4.16 Improper Loads

Loss or damage caused by, or resulting from, abnormal loading of Structural Elements by the Homeowner, which exceeds design loads as mandated by codes.

4.17 Consequential Damages

Consequential damages including, but not limited to, costs of shelter, food, and transportation; moving and storage; any other expenses related to inconvenience or relocation during repairs to the home; and any diminution of the market value of the home.

Section 5: Warranty Requests

5.1 Procedures

If the Original Purchaser believes that there is a construction defect covered by this warranty, please follow the below procedure. Please note, our Sales and Construction team members do not process and are unable to assist with Warranty Requests:

5.1.1 Submit your concern on the Warranty Request Page:

<https://blackburnhomes.com/warranty/>
The more details that you are able to provide regarding your concern (including images/videos), the quicker our team will be able to process your request. You will receive a receipt via email, confirming your submission. It is an automated email, so please check your junk folder.

5.1.2 Warranty appointments must occur during normal working hours (8:00am to 5:00pm Monday through Friday). Please be aware that most vendors and contractors schedule a block of time for their arrival window.

5.1.3 If the Original Purchaser does not provide a response to the Warranty Department or Trade Partner within 14 days of initial contact for scheduling, the ticket will be considered closed. A new Warranty Request will need to be submitted, within your Limited Warranty Period.

5.1.4 The home must be in safe condition prior to the arrival of Blackburn Warranty personnel or Trade Partners. This includes: any animals are sequestered and biohazard materials are not within areas of contact. Abusive language, actions, or any unsafe conditions will not be tolerated.

(F) Dampness or condensation due to the Homeowner's failure to maintain adequate ventilation.

4.3 Minimize

Loss or damage that the Homeowner has not taken timely action to minimize.

4.4 Non-Builder Work and Materials

Any defect caused by, or resulting from materials or work supplied by someone other than the Builder or its agents or subcontractors working for Builder.

4.5 Normal Use

Normal wear and tear or normal deterioration.

4.6 Losses Not Caused by Defects

Loss or damage not otherwise excluded under this Limited Warranty, which does not constitute a defect in the construction of the home by the Builder or its agents or subcontractors.

4.7 Losses Caused by Human and Natural Events

Loss or damage caused by, or resulting either directly or indirectly from, accidents, riots and civil commotion, theft, vandalism, fire, explosion, power surges or failures, smoke, water escape, falling objects, aircraft, vehicles, acts of God, lightning, windstorm, hail, tornado, hurricane, mudslide, earthquake, and volcanic eruption.

4.8 Water Damage

Loss or damage caused directly or indirectly by flood, wind-driven water, surface water, waves, tidal waves, overflow of a body of water, or spray from any of these (whether or not driven by wind); water which backs up from sewers or drains; changes in the water table which were not reasonably foreseeable at the time of construction, or water below the surface of the ground (including water which exerts pressure on, or seeps or leaks through, a building, sidewalk, driveway, foundation, swimming pool, or other structure); wetlands, springs, or aquifers.

4.9 Soil Movement

Loss or damage caused by soil movement, including subsidence, expansion, or lateral movement of the soil (excluding flood and earthquake), which is covered by any other insurance or for which compensation is granted by state or federal legislation.

4.10 Natural Causes

Loss or damage to the home, persons, or property directly or indirectly caused by termites, other insects, birds, vermin, rodents, or other wild or domestic animals.

4.11 Non-residential Use

Loss or damage resulting from the use of the home for nonresidential purposes.

5.2 Failure to Allow Us to Make Repairs

We are not responsible for any damage that occurs because you failed to allow us to timely make repairs. Additionally, if you make or pay for repairs without first notifying us of the problem and allowing us to investigate and repair it as required by this Warranty, then we will not reimburse you for those repairs.

5.3 Emergency Repairs

If an emergency condition exists that requires immediate repairs to protect the safety of occupants of your home or to prevent imminent serious damage to your home, you may make the repairs and we will reimburse you the reasonable cost of those required repairs that would otherwise be covered by this Warranty. You are still obligated to give us notice as soon as possible, even in an emergency situation.

5.4 Repairs by or Payment From Insurance Company – Waiver of Claims

Coverage for construction defect is provided by this Warranty, and we encourage you to submit construction defect claims to us. This Warranty, however, is not a homeowner's insurance policy, which typically provides coverage for certain property damages and casualty losses. If you receive from an insurance company or any other party payment for repairs relating to or arising from a construction defect, then to the extent permitted by law you hereby waive for yourself and on behalf of anyone acquiring

rights through you, including, but not limited to, any insurance company, all subrogation claims, and other claims against us for such payments or repairs received by you.

5.5 Inspection Reports and Non-Warrantable Items

Blackburn Homes makes no obligation to schedule or perform repairs or corrections based on the receipt of an inspector's report. Providing a third-party inspection to Blackburn Homes does not qualify as acceptance or intent to address items listed. Blackburn Homes reserves the right to review and deny any items listed on an inspector's report that do not qualify as covered items based upon the New Home Warranty. Additionally, Blackburn Homes is at no time responsible financially or non-warranted items. If at any time Blackburn Homes issues a warranty request to a vendor or Trade Partner on behalf of a Homeowner, and no latent defect is discovered or the reported concern is found to be caused by exclusions included in Section 4, the Homeowner will be responsible for vendor or Trade Partner compensation. This compensation includes but is not limited to: materials, repair cost (if repair is made), and collateral charges such as trip charges.



Unit Three:

Performance Standards

Section 7: Interior Concrete and Foundation

7.1 Concrete Floor Uneven

Interior concrete floors should not vary from flat exceeding $\frac{1}{4}$ inch per 4 feet, provided that the deviation is gradual. If these conditions exist, the Builder will repair the floor for a period of one year. Appropriate corrective actions could include filling, grinding, or use of a floor-leveling compound. Color and texture may vary from original finish.

7.2 Concrete Appearance/Finish

The Builder will repair disintegration of the surface resulting in the appearance of coarse aggregate below the surface for a period of one year, unless salt or chemicals caused the disintegration of the floor. The Builder will repair the surface by patching or surface coating.

Nonstructural cosmetic surface flaws will be repaired or replaced at the Builder's discretion. Color variations are not covered by the Warranty.

7.3 Concrete Cracks

Cracks in garage floors, walkways, driveways, patios, and steps that exceed $\frac{1}{4}$ inch in width or $\frac{1}{4}$ inch in vertical offset will be repaired, at the Builder's discretion, for a period of one year by filling and patching. The texture and color of concrete cannot be matched due to varying conditions and, therefore, the matching of concrete color or texture is not covered by the Warranty.

7.4 Concrete Slab-on-grade Floor Cracks

Concrete slab-on-grade floors cannot be expected to be crack-free. Most cracking is minor and is the result of large areas of concrete shrinking as the concrete cures. These cracks do not affect the structural integrity of the home. Since slab-on-grade floors are quite large, shrinkage cracks can be expected to occur randomly. Cracks in slab-on-grade floors measuring $\frac{1}{4}$ inch in width or vertical displacement will be repaired by the Builder for a period of one year. Repair may include filling, grinding, or use of a floor-leveling compound.

7.5 Expansion and Control Joints

Expansion joints are intentionally placed in some concrete surfaces to allow sections of concrete to expand and contract with changes in temperature,

and control joints are intentionally placed in concrete to control cracking as concrete cures. Expansion and control joints often have inserted plastic barriers or have been grooved/notched during concrete placement and will have a tendency to move or crack in the joint area. Movement at a control joint in excess of ¼ inch in width or vertical displacement will be repaired. The Builder will repair excessive movement by filling, grinding, or use of a floor-leveling compound for a period of one year.

7.6 Footing and Foundation Wall Cracks

Appropriate measures will be taken to correct serious cracks and/or deterioration in the foundation footings or foundation walls that cause the home to be unsafe or uninhabitable. The Builder will make the necessary repairs and/or provide replacement to the structural elements and related damage, except for areas not constructed by the Builder, for up to ten years. For a period of one year, the Builder will patch sheet rock cracks in walls caused by any cracks in the foundation that exceed 1/8 inch in width or vertical displacement.

7.7 Chalky Deposits (Efflorescence)

Efflorescence is the white powder that can appear on the surface of a masonry wall. It is caused when water seeps through the wall, dissolving salts inside of the structure. The water then evaporates, leaving the salt on the surface. This is a

normal condition; therefore, the Builder is not responsible for efflorescence. The Homeowner may remove efflorescence by cleaning with a trisodium phosphate (TSP) solution and water. TSP is available at most hardware or paint stores

Always maintain a 6-inch minimum vertical space between the earth and any siding or stucco. If you don't, water can enter the joint between the footing and the wall material, or deteriorate the siding, brick, or stucco. Do not change the drainage pattern on homesites designed for water retention. Keep drainage ditches and swales free of leaves, debris, plants, and other elements that may interfere with water flow. Reestablish the original grade of your home site if the soil settles over time. Delay any major landscaping projects until your home is at least one year old. Most soil settlement occurs during the first year. Hire a licensed landscaper to install or modify your landscaping. Don't plant new plants or grass too close to the house. Watering plants near the house can cause leaks into the interior and other water problems.



Section 8: Framing

8.1 Wood or Metal Framed Walls Out of Plumb

Interior walls should be straight and plumb within $\frac{1}{4}$ inch per 4 feet. Under the Warranty, the Builder will repair, for a period of one year, any interior wall that is more than $\frac{1}{4}$ inch per 4 feet out of plumb.

8.2 Column or Post Bowed

Columns and posts should not bow or be out of plumb in excess of $\frac{1}{4}$ inch per 4 feet. Tapered columns and posts should be plumb as measured from the centerline, not to exceed $\frac{1}{4}$ inch per 4 feet, and the tolerance for columns and posts made of rough-sawn lumber should be $\frac{1}{4}$ inch per 4 feet. Under the Warranty, the Builder will straighten columns and

posts that exceed the $\frac{1}{4}$ -inch-per-4-foot standard for a period of ten years (structural). This warranty is void in the case of water damage to wooden porch posts. In cases where the defect is cosmetic, the Builder will repair for a period of one year.

8.3 Wood Beam Twisted or Bowed

Subsequent to construction, beams, joists, and posts will sometimes twist or bow as they dry. Twisting or bowing of wood may be cosmetically unacceptable when visible in habitable spaces, but is rarely a structural problem. Bows and twists exceeding $\frac{1}{4}$ inch out of plane within a 4-foot section will be repaired for a period of one year if located within habitable space.

Acceptable repair may include shimming, trimming, or grinding the wood beam or post. When located in garages, basements, attics, or crawl spaces, such bowing or cupping will not be repaired unless it causes unevenness to floors or roofs in excess of the Warranty's specifications.

8.4 Wood Beam Split

Beams, joists, and posts will sometimes split as they dry. Parallel splitting is usually not a structural concern because such inconsistencies in wood are anticipated in the structural calculations of wood products. Diagonal splitting that extends from one side to another and is more than $\frac{1}{2}$ inch deep may weaken the wood. Under the Warranty, the Builder will fill or repair any structural

component that exceeds this standard for a period of ten years. Cosmetic components will be repaired for a period of one year. Repairs may include additional wood framing to the existing beam/post secured with nails or bolts.



Section 9: Roof

9.1 Roof Deflection or Bowing

All structural members of the home are sized according to the type of roofing product and the loads they may support to include wind, ice, and snow during normal weather patterns. The Builder will stiffen a structural member of the roof, for a period of ten years, if deflection exceeds 1 inch per 20 feet, or more than ½ inch between two structural members.

9.2 Asphalt Shingle Buckled or Curled

Asphalt shingle surfaces need not be perfectly flat. For a period of one year the Builder will repair or replace asphalt

shingles which lift or curl during normal weather conditions.

9.3 Shingles Blown Off by High Winds

Under proper maintenance and normal/expected weather conditions, shingles should not blow off the roof. In the event that shingles are blown off the roof, the Builder, for a period of one year, will take necessary actions to repair shingles that have been blown off, unless caused by wind velocities exceeding the manufacturer's tolerances. Damage caused by severe weather is not covered by the Warranty.

9.4 Water Trapped Under Roofing Membrane

The Builder will repair, for a period of one year, any blister larger than 12 inches by slitting through the roofing membrane and repairing with appropriate materials.

9.5 Gutter or Downspout Leaks

The Builder will repair leaks, for a period of one year, in gutters and downspouts provided proper care is taken by the Homeowner to clear debris, snow, and ice. To maintain gutters and downspouts, inspect the gutters and downspouts on your home at least twice a year, preferably at the start of spring and during the fall. The following guidelines will help you maintain the gutters and downspouts.

1. Remove all debris from gutters and downspouts as needed. Keeping gutters and downspouts clean will help slow

down the deterioration process, a major problem that eventually causes leaks.

2. Check the elbow where the gutter connects to the downspout. Remove and check the elbow, and clear any obstructions.
3. Look for the source of any leaks in the gutters and downspouts. Look for cracked caulk at the end caps and between the elbow and the gutter.

9.6 Water Remaining in Gutters

When a gutter installed by the Builder is unobstructed by debris, snow, and ice, the water level should not exceed ½ inch in depth 24 hours after the rain ceases. The Builder, for a period of one year, will adjust the gutter to minimize such ponding. Ponding caused by debris, snow, or ice accumulation is considered part of routine Homeowner maintenance and is not covered by the Warranty.

9.7 Water Standing on Low-sloped Roof Area

Water ponding on a low-sloped roof area should not exceed ¼ inch in depth more than 24 hours after the rain ceases. Under the Warranty, the Builder, for a period of one year, will repair ponded areas by adding additional roofing materials. Ponding caused by debris accumulation is considered part of routine Homeowner maintenance and is not covered by the Warranty.

9.8 Roof or Flashing Leaks

When properly maintained, the roof and flashing should not leak under normal weather conditions. The Builder, for a period of one year, will repair roof or flashing leaks that occur during normal weather. Roof vents and louvers are designed to keep out excessive wind-driven rain and snow under normal conditions. Leaks caused by severe weather, debris or ice accumulation are considered part of routine Homeowner maintenance and are not covered by the Warranty.

9.9 Roofing Shingles or Tiles Not Aligned

Shingles and tiles are installed to withstand a maximum exposure to the weather as recommended by the manufacturer. Often, tiles and shingles must be adjusted to compensate for differing roof conditions. This is not considered a defect. Tiles within any course should be aligned within 2 inches. The Builder, for a period of one year, will realign tiles and shingles that are not aligned within 2 inches, as well as framing components that vary more than ¼ inch per 4 feet. Minor telegraphing of roof sheathing seams and tissues is normal and will vary with weather conditions.

9.10 Shading or Shadowing Pattern

Shading or shadowing on roofing materials is caused by the differences in product color installed in a specific area. The Builder will try to minimize shading deviations by mixing the tiles and shingles during installation, but uniform

shading or shadowing is not covered by the Warranty.

9.11 Roof Tile Color Variations

Color fading, color changes, variations of the color hue, or physical deterioration of the color from outside conditions of roof tiles should be expected. Because shade variations are normal and expected from weather, oxidation, or air pollutants, color variations in roof tiles are not covered by the Warranty.

9.12 New Roofing Products Do Not Match Existing

The color and texture of new roofing components used to repair existing roofing components may not match due to weathering or manufacturing variations. For any repair or replacement of roofing components, the Builder will try to match the texture and color of existing roofing components as closely as possible, but a perfect color match is not covered by the Warranty.

9.13 Loose or Cracked Tiles or Shingles

Loose, cracked, or chipped tiles/shingles exceeding ½ inch will be repaired by the Builder for a period of one year.

9.14 Broken or Defective Roof Tile

Unless the result of foot traffic, golf balls, hurricanes, tornadoes, or acts of God, the Builder will repair broken or defective roof tiles for a period of one year.

9.15 Mildew, Algae, and Moss on Roofs

The growth of mildew, algae, and moss on roof surfaces is caused by the accumulation of dust and considered the responsibility of the Homeowner to conduct proper routine maintenance. The growth of mildew, algae, and moss on roof surfaces is not covered under the Warranty.

9.16 Roof Tile Efflorescence

Efflorescence is a temporary surface condition that causes a white chalky substance to form on concrete products. It is not uncommon for efflorescence to form on roof tiles, as it is a common condition for all concrete products. This is a normal condition; therefore, the Builder is not responsible for efflorescence.



Section 10: Exterior Siding and Trim

10.1 Siding Delaminated

The Builder, for a period of one year, will repair or replace any hardwood or composite siding that has delaminated (separated into layers). The effects of improper Homeowner maintenance, negligent damage caused by objects striking the siding, and weathering are not covered by the Warranty.

10.2 Siding Bowed/Buckled

The Builder, for a period of one year, will repair any bowed wood, lap siding, or cementitious composite lap siding exceeding $\frac{1}{4}$ inch per 4 feet. Bowed or sagging vinyl siding due to a source of direct heat (BBQ grill) is not warranted.

10.3 Siding Joints Separated

The Builder, for a period of one year, will repair joint separations in siding exceeding $\frac{3}{16}$ inch by filling them with sealant.

10.4 Gaps Between Siding and Trim

Gaps between siding and moldings at trim pieces, miter joints, or openings should not exceed $\frac{1}{4}$ inch. The Builder, for a period of one year, will correct this condition by caulking/repairing the trim or siding.

10.5 Siding Nails Expose Interior Fiber

Siding nails should not be countersunk to expose the interior fibers of hardboard or cementitious composite siding. The Builder, for a period of one year, will repair such exposure by sealing nail holes with appropriate caulking and repainting.

10.6 Splits or Knotholes in Siding or Trim

The Builder, for a period of one year, will repair knotholes that expose the underlying sheathing or building paper, splits in exterior siding, or trim wider than $\frac{1}{8}$ inch by replacing or filling the knotholes, siding, or trim.

10.7 Siding Color or Texture Mismatch

The Builder will try to match the texture and color of the existing siding as closely as possible for any repair or replacement of siding, but a perfect match is not guaranteed by the Warranty.

10.8 Siding Finish Faded

Any colored siding will fade when exposed to the sun. This is a normal condition. The Builder will repair or replace a particular piece of siding that becomes excessively faded in contrast to

similarly exposed siding for a period of one year.

10.9 Siding/Trim Wood Rot

Some warping, cupping, splitting, or rotting of wood can be expected. In cases where excess warping, cupping, splitting, or rotting of wooden members exists, the Builder, for a period of one year, will repair or replace as necessary.

10.10 Exterior Walls/Siding Material Loose

The Builder will correct siding materials that become loose or detached for a period of one year unless the problem is a result of an act of God or unusually high winds that exceed the manufacturer's wind limits. Vinyl siding is not installed "tight" and is slightly loose by design. Noise from vinyl siding movement in the wind or noise from expansion and contraction is not warranted. Same applies to vinyl waviness.

10.11 "Bleeding" Through Siding Paint

Cedar or redwood siding or shingles occasionally "bleed" through the original paint. The Builder will repair resins and extractives "bleeding" through the paint. The Warranty will not apply if stains or clear wood protectants are used, since they do not cover up the natural extractives of wood. For all bleed-through areas in painted surfaces, the Builder will clean and repaint the area for a period of one year. The effects of improper Homeowner maintenance, negligence,

physical damage, or weathering are not covered by the Warranty.

10.12 Siding Stained by Nails

The Builder, for a period of one year, will touch up or remove siding stains that extend more than ½ inch from the nail and are readily visible from a distance of 20 feet. The Warranty does not cover semitransparent stain or "natural weathering" used on the siding.

10.13 Loose Exterior Trim

The Builder, for a period of one year, will repair trim that has separated from the home by more than ¼ inch. In cases where trim separation exceeds ¼ inch, the Builder will reinstall trim, add fasteners, or caulk separations. However, the Warranty does not cover trim separation caused by acts of God or unusually high winds that exceed the manufacturer's wind limits.

10.14 Exterior Trim Board Cupped

The Builder, for a period of one year, will repair cups in trim board exceeding ¼ inch per 6 inches.

10.15 Exterior Trim Board Twisted

The Builder, for a period of one year, will repair bows and twists in trim board exceeding ¾ inch per 8 feet by adjusting or replacing the trim board.



Section 11: Stucco, Cementitious Finish, Above Grade Block, and Concrete Walls

11.1 Cracks in Stucco/Cementitious Finish/Block/Concrete Walls

Hairline cracks in exterior trim, block, concrete, or stucco walls are normal. Cracks in exterior stucco wall surfaces should not exceed 1/8 inch in width. The Builder will repair cracks exceeding 1/8 inch for a period of one year. For unpainted stucco, it is acceptable to use stucco color coat or acrylic sealants to fill the cracks. Painted surfaces may be repaired using acrylic-latex sealant prior to touch-up painting. The Builder will try to match the original stucco texture and color as closely as possible, but a perfect match is not covered by the Warranty.

Minor cracking of stucco finishes is a normal occurrence. Homeowners should regularly inspect and repair minor cracks in stucco finishes.

11.2 Stucco/Texture/Cementitious Finish Loss

Texture may become separated from the base stucco layer. The Builder will repair missing stucco texture greater than 1/8 inch for a period of one year. Texture loss beneath the horizontal weep or drainage screed is normal and is not covered by the Warranty.

11.3 Texture Mismatch

Texture is applied by hand, which varies with the technique of the installer. Where tall walls exist, it is necessary to install in several passes. Breaks between application phases occur in all homes and sometimes are more visible due to the method of application. Inherent inconsistency is to be expected as with all hand-applied troweled finishes.

The Builder will repair deviations, bumps, or voids measuring over 1/4 inch per 4 feet, which are not part of the intended texture, for a period of one year. During repair, the Builder will try to match the original texture as closely as possible, but a perfect match is not covered by the Warranty.

11.4 Stucco Color Mismatch

Stucco/cementitious finish is a colored cement product and is affected by the underlying surface, application technique, temperature, humidity, and curing. The Builder will try to match stucco/cementitious finish color as closely as possible, but a perfect match is not covered by the Warranty.

11.5 Surface Staining

The surface of exterior walls may become stained from rainwater or water splashing up from the ground. Since the surface is a porous material, this condition cannot be eliminated and is not covered by the Warranty.

11.6 Chalky Deposits (Efflorescence)

Efflorescence is the white powder that can appear on the surface of stucco. It is caused when water seeps through the wall, dissolving salts inside of the structure. The water then evaporates, leaving the salt on the surface. This is a normal condition; therefore, the Builder is not responsible for efflorescence. The Homeowner may remove efflorescence by cleaning with a trisodium phosphate (TSP) solution and water. TSP is available at most hardware or paint stores.

11.7 Stucco/Cementitious Finish Appears Wet

The surface is a porous cement product and designed to become saturated with moisture. It will, therefore, appear wet long after rain has stopped. This is a normal condition and is not covered by the Warranty. To maintain the masonry veneer of your home, remove any plants or vines growing on brick walls with a commercial weed killer. Be sure to read the weed killer's instructions first. Plants or vines hold moisture and may cause damage to your home's exterior. Check the caulking between the brick and the windows and doors once a year. Remove and re-caulk as needed. Make sure

nothing obstructs the weep holes, which keep moisture from being trapped between the drainage plan and the brick. Check once a year. Check mortar joints every three years for deterioration. Check the transition from brick to stucco for cracking once a year. If there are cracks, caulk and paint them as necessary.

11.8 Cracks in Masonry or Veneer

Cracks in masonry or veneer greater than ¼ inch in width will be repaired by tuck-pointing, patching, or painting. Unless these cracks are controlled with expansion joints, the Builder will repair this condition for a period of one year. Color variations in mortar or brick products are normal, and a perfect match is not covered by the Warranty. Cracks less than ¼ inch in width within mortar joints and in brick products are also a normal condition and are not covered by the Warranty.

11.9 Course of Masonry or Veneer Not Straight

Courses of masonry or veneer brick should not vary more than ¼ inch per 8 feet. In cases where variation is more than ¼ inch per 8 feet, the Builder, for a period of one year, will replace necessary portions of masonry or veneer brick.

11.10 Exterior Caulking Joint Separation

Exterior caulking joints occasionally shrink or open up, causing water intrusion. Joints and cracks in exterior wall surfaces and around openings should

be properly caulked to prevent the entry of water. New homes exhibit significant movement at caulking joints during the first few years after construction due to normal shrinkage and drying of components. If water intrusion occurs, the Builder, for a period of one year, will repair caulking joints in exterior wall surfaces where the intrusion occurred. Any subsequent repair or replacement of caulking is considered part of routine Homeowner maintenance and is not covered by the Warranty.



Section 12: Exterior Paint and Finishes

12.1 Clear Finish Deterioration

Clear finishes on exterior surfaces, such as wood entry doors, diminish with aging and should be reapplied as part of routine Homeowner maintenance every 6 -18 months, depending on outside exposure. Any subsequent deterioration is considered part of routine Homeowner maintenance and is not covered by the Warranty.

12.2 Paint or Stain Fading

All exterior paints and stains exhibit fading when exposed to weather, and fading is a normal condition.

Semitransparent stains diminish with age and should be reapplied as part of routine Homeowner maintenance every 6 -18 months, depending on outside exposure. Any subsequent fading is considered part of routine Homeowner maintenance and is not covered by the Warranty.

12.3 Exterior Paint, or Stain Deterioration

Exterior paints, and stains, not deteriorate for a period of one year. If exterior paint, or stain, deteriorated, the Builder, will refinish or repair affected areas on time within one year. Please note that this does not include exterior doors.

12.4 Mildew or Fungus

Exterior painted or stained surfaces should be free of mildew and fungus. However, mildew or fungus may form on surfaces over time because of moisture. The Builder will correct any visible mildew or fungus growth problems once during the first 45 days of the Warranty. Any subsequent removal of mildew or fungus is considered part of routine Homeowner maintenance and is not covered by the Warranty.

12.5 Repainting After Repair Work

Repainting, staining, or refinishing may be required because of repair work. Repairs required under the Warranty will be finished to match the immediate surrounding areas as closely as practical. Due to fading and normal weathering, a perfect match cannot be achieved, and a perfect match is not covered by the Warranty. Where repairs affect more than 50% of a wall or ceiling product area, the Builder will repaint the entire wall, ceiling, or product surface with the original paint for a period of one year. Custom color touch-up is not covered under the Warranty.



Section 13: Wood Decks

Decks are constantly exposed to weather conditions. Moisture, sunlight, and temperature changes will cause wood planks to warp, split, and cut over time. These conditions are not construction defects and are not covered under the Warranty.

Homeowners can substantially reduce these effects by applying wood deck sealants within six months after the deck is completed.

13.1 Wood Deck Out of Level

The Builder, for a period of one year, will repair wood decking that is out of level more than $\frac{1}{4}$ inch per 4 feet.

13.2 Imperfections in Wood for Exterior Railings, Decks, or Stairs

Wood for exterior railings, decks, or stairs will include imperfections such as knots and checks. The Builder, for a period of one year, will repair or replace wood for exterior railings, decks, and stairs that fail to meet intended use because of a structural defect. Knots, cupping, twisting, unsanded saw cuts, shrinkage gaps, discoloration from aging, and minor checking are normal, and removal of such imperfections is not covered by the Warranty. Any wood replaced will not exactly match existing decking. Sealing of the deck will be the Homeowner's responsibility.



Section 14: Site Drainage

14.1 Site Drainage

Grades and swales have been established by the Builder to ensure proper drainage away from the home. If the Homeowner modifies these areas with additional grading, plantings, concrete, or any other obstructions, the Homeowner will thereafter be responsible for drainage. Improper drainage of the site occurs when there is standing or ponding water within 10 feet of the foundation beyond a 48-hour period. If proper grades were not established initially, the Builder will make adjustments to the yard or swales for a period of one year. Ultimately, the Homeowner is responsible for maintaining drainage and swales of the lot. No grading determination can be made during frost or snow conditions. If the Homeowner adds a pool or impacts landscaping by installing raised beds or vegetation, the Builder will no longer be responsible for drainage. In some cases, moist, soggy soil without standing water may be normal in the overall drainage plan and is not covered by the Warranty.

14.2 Ground Settling

Settling of the ground around the home, utility trenches, or other filled areas should not interfere with water drainage. If interference does occur, the Builder will fill settled areas affecting proper drainage for a period of one year. The Builder will reinstall displaced plant material and sod that was originally installed by the Builder. Landscape altered by the Homeowner voids the Warranty on settlement.

14.3 Soil Erosion

The Builder is responsible for protecting slopes and graded hillsides during construction from soil erosion per the "Soils Report" or "Local Jurisdiction." The Builder is not responsible for soil erosion after the close of escrow. Proper erosion protection requires the Homeowner to install landscaping ground covers and deep-rooted plantings to reduce erosion. For steeply graded hills, the installation of erosion control matting, such as jute and straw, will help reduce erosion until plantings have been established. Soil erosion is not covered by the Warranty.

14.4 Maintaining Proper Grade

All homes adjacent to a drainage area are required to have sod or comparable ground cover installed within 30 days of closing to maintain slope, grade, and drainage.

14.5 Gutters

Blackburn Homes highly recommends gutters for all homes to assist with the distribution and redirecting of rainfall. If gutters are not installed, either by Blackburn Homes or another party, any erosion or drainage concerns caused by a lack of gutters will not be provided warranty coverage.

14.5 Drainage Pattern

Any alteration of the drainage patterns by the homeowner will result in loss of coverage for drainage-related claims.

Section 15: Doors

15.1 Door Panel Split

Split door panels should not allow light to be visible through the door. The Builder, for a period of one year, will repair splits in door panels by filling them with wood fillers and refinishing.

15.2 Door Warped

Warping on doors should not exceed $\frac{1}{4}$ inch as measured diagonally from corner to corner. If the door has been properly maintained and is not physically damaged, the Builder, for a period of one year, will replace the door with a comparable product if warping exceeds the $\frac{1}{4}$ -inch standard. Warping that occurs to stain- or lacquer-finished doors that are improperly maintained is the Homeowner's responsibility and is not covered by the Warranty. To maintain your entrance doors, inspect all exterior doors each spring and fall to confirm that the weatherstripping is fastened tightly. Use aerosol lubricant on squeaky hinges and sticking locks. Apply silicone to door hinges to minimize any grinding. Wood doors, jambs, and trim should be scraped, sanded, and sealed if the paint begins to peel. Caulk any cracks with elastomeric caulking. Inspect the transition between the jamb and the threshold every three months and caulk it as needed.

Check the seal base of the door for rips, tears, and excess wear. Check the screws on the threshold. Tighten them if they stick up, so they don't damage the door seal. If you see the black residue of iron around door hinges, you can remove the iron residue with a magnet behind a cloth or by lightly wiping with a damp sponge or clean cloth. This residue is a by-product of the friction created when the hinges open and close.

15.3 Raw Wood Showing on Door Panel

Wooden door panels will shrink and expand because of temperature and humidity changes and may expose unpainted surfaces at the edges of the inset panel on the door. The Builder, once during a period of one year, will touch up door panel edges that expose more than $\frac{1}{16}$ inch of raw wood. Any subsequent touch-up is considered part of routine Homeowner maintenance and is not covered by the Warranty.

15.4 Doors Not Operating Properly

The Builder, once during the first year after closing, will make necessary corrections to doors that fail to operate properly due to binding, sticking, not latching, rubbing, or sealing. It is important to note that as the home naturally settles, doors will require continued adjustments, and this is not a defect.

15.5 Bifold and Pocket Doors

Bifold and pocket doors should slide without rubbing or coming off their tracks during normal operation. The Builder, for a period of one year, will adjust bifold and pocket doors that fail to slide, are

rubbing, or are coming off their tracks during normal operation.

15.6 Garage Door Operates Improperly

The Homeowner can expect the garage door to function properly. In the case that the garage door does not operate properly, the Builder, for a period of one year, will correct or adjust the door as required. Noise from moving parts is not covered by the Warranty.

To maintain your garage door, inspect the door and opener at regular intervals for signs of wear and improper alignment. Check cables, rollers, and hinges for signs of wear every three months. Tighten any loose hinge screws. Lubricate all hinges, rollers, and moving parts every month with light oil or spray lubricant to reduce noise and add to their life span. Never lubricate the chain or screw drive. It is lubricated by the manufacturer; aftermarket lubricants can cause it to slip.

15.7 Leak Through/Under Garage Door

Garage doors are not intended to provide a weathertight seal. Under high wind conditions and storms, it is normal for some elements to leak through, around, or under the garage door.



Section 16: Windows

16.1 Window Is Difficult to Open or Close

Windows should be properly adjusted and balanced. Normal maintenance by the Homeowner includes keeping the tracks, channels, and operating mechanisms clean and lubricated. For most windows, Homeowners should use a dry silicone spray lubricant on the tracks once each year. Under the Warranty, the Builder, for a period of one year, will correct or repair windows that fail to operate per the manufacturer's specifications. To maintain your windows, check all hardware on the window. Check the opening and closing mechanism, including the hinges, locking mechanism, jambs, and sliders. Make sure screws are tight and that the rest of the hardware, such as the locks, operates smoothly. Inspect the weatherstripping to make sure it's effective. Check the condition of the gaskets holding the glass. Window weep holes channel water to the exterior

of your home. They can become clogged by dust and bugs, making regular maintenance necessary. Follow these suggestions to maintain the weep holes: Vacuum or dust window tracks monthly to keep them free of dirt and debris. Spray silicone on the track after cleaning. Roll the window back and forth to lubricate the rollers.

16.2 Window or Skylight Leaks

Water leaking through or around windows or skylights as a result of improper installation will be repaired for a period of one year by the Builder. Water leaks at windows or skylights resulting from Homeowner damage, extreme weather, or improper Homeowner maintenance are not covered by the Warranty. Water may become visible in window tracks and sliding glass door tracks during heavy rain and should drain to the outside of the home.

16.3 Condensation or Frost on Window or Skylight

Windows and skylights will collect condensation on their interior surfaces when high humidity within the home turns into water on the colder window or skylight surface. The Homeowner is responsible for controlling interior temperature and humidity to avoid condensation. Draperies and blinds should be left open to encourage air circulation and even temperatures during periods of cold weather and high interior humidity. Large temperature variations from interior to exterior may cause

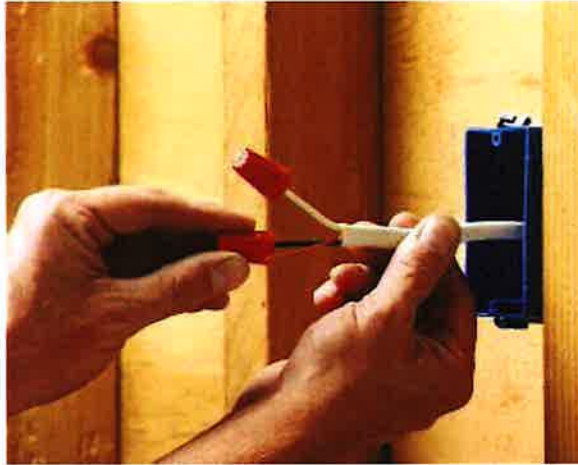
condensation even with low interior humidity. Under the Warranty, no action on the part of the Builder is required.

16.4 Defects

The Builder, for a period of one year, warrants the installation of windows. All other defects, such as seal failures, are required to be filed directly with the manufacturer.

16.5 Air Infiltration

Some infiltration around windows is normal, especially during high winds. The Builder, for a period of one year, will take necessary corrective action by adjusting windows or weatherstripping if infiltration is excessive.



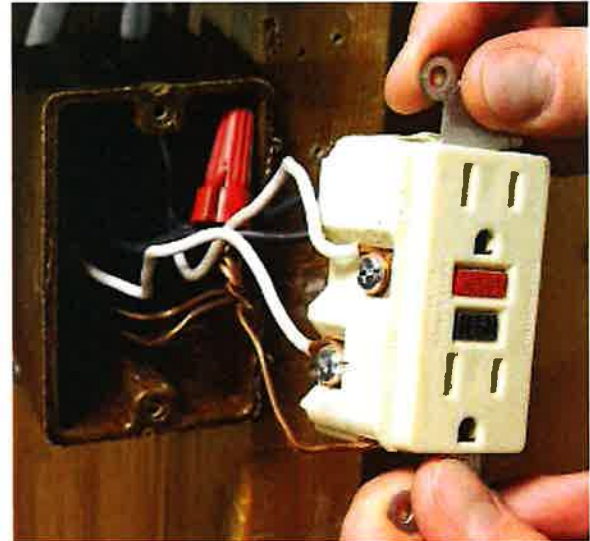
Section 17: Electrical

17.1 Fuses Blow or Circuit Breakers Trip

Fuses should not be blown and circuit breakers should not be tripped under normal use. The Builder, for a period of one year, will correct circuit breakers that trip excessively under normal use.

17.2 Electrical Outlets, Switches, or Fixtures Malfunction

The Builder, for a period of one year, will correct outlets, switches, or fixtures that malfunction. In situations where lights dim and flicker, please note that voltage entering the home is controlled by the local utility transmission service and may fluctuate based on variances in power generation and usage.



17.3 Ground Fault Circuit Interrupter (GFCI) Trips Frequently

Ground fault circuit interrupters are safety devices installed as part of the electrical system to provide protection against electrical shock. These sensitive devices detect potentially dangerous "ground faults" in small appliances and extension cords. The Builder, for a period of one year, will replace any failed GFCI device that fails to reset. The Homeowner is responsible for repairing any device that causes the GFCI to trip.

Testing GFCIs

A faulty GFCI can result in serious harm to you or your family if an accident occurs. Test each GFCI outlet once a month by following these steps:

1. Push the TEST button on the GFCI outlet. The GFCI should trip, resulting in power loss to the outlet.

2. Reset the GFCI, which should restore power to the outlet.
3. If the GFCI doesn't reset, try using a can of compressed air to blow out any excess dust. If it still doesn't reset or it doesn't trip, have it replaced by a professional electrician.



17.4 Malfunction of Low-voltage Wiring System

In the event of a low-voltage wiring system malfunction, the Builder, for a period of one year, will take corrective action.

17.5 Ceiling Fan Vibrates

The Builder will install ceiling fans in accordance with the manufacturer's specifications, including blade balances. The Builder will repair any defect due to installation for a period of one year. Some minor fan wobble cannot be eliminated; therefore, complete elimination of fan wobble is not covered by the Warranty.

17.6 Communication Wiring

All wire and device functions will maintain their integrity for a period of one year. This includes the phone cable and the service panel. Any additions or alterations to the communication wiring and/or problems resulting from negligence and lighting fixture wiring are not covered by the Warranty.

Section 18: Comfort Control

18.1 Cooling System

In cases where the cooling system is not working properly, the Builder, for a period of one year, will take corrective action if the ASHRAE* standards (a published set of industry standards relating to airflow and other heating system issues) are not met.

*With regard to 18.1 and 18.2, basic ASHRAE standards relate the house air temperature to the thermostat setting and the variation of interior setting to the exterior temperature. It is the Homeowner's responsibility to balance the system as the seasons change. Air filters are required to be changed monthly to maintain indoor air quality, comfort, and airflow, and to prevent premature failure of heating, cooling, and ventilation equipment. To ensure proper operations of the HVAC system, Homeowners should avoid blocking air intake and discharge vents. Air filter maintenance is not covered under the Warranty.

18.2 Heating System

In cases where the heating system is not working properly, the Builder, for a period of one year, will take corrective action if the ASHRAE* standards(a published set of industry standards relating to airflow and other heating system issues) are not met.

*With regard to 18.1 and 18.2, basic ASHRAE standards relate the house air temperature to the thermostat setting and the variation of interior setting to the exterior temperature. It is the Homeowner's responsibility to balance the system as the seasons change. The heating and cooling system should meet the Performance Standards described below.

The cooling system should maintain an interior temperature of 78 degrees or lower when outdoor temperatures do not exceed 95 degrees. When outdoor temperatures exceed 95 degrees, the cooling system should maintain an indoor temperature that is at least 15 degrees below the outdoor temperature.

The heating system should be capable of producing an indoor temperature of 70 degrees.

Temperature variations between rooms and between floors should not exceed 4 degrees. All temperatures should be measured from 5 feet above the floor in the center of any room.

18.3 Condensation Line Clogs

The Homeowner is responsible for annual cleaning of the condensation lines that extend from the air conditioning coil. Under the Warranty, the Builder, for a period of one year, will correct condensation lines that clog.

To prevent condensate lines from becoming clogged, Homeowners should follow the manufacturer's instruction for maintenance and keep mulch, leaves, and other debris away from condensate lines' outflow. As part of regular HVAC maintenance, the condensate lines and evaporator coil should be inspected by a professional HVAC contractor.

18.4 Refrigerant Line Leaks

The Builder, for a period of one year, will repair refrigerant lines that leak during normal operation and recharge the air conditioning unit.

18.5 Insulation Uneven or Missing

Thermal insulation is dictated by local codes or state energy guidelines, and the Builder will install insulation in accordance with these applicable guidelines. The Builder, for a period of one year, will take appropriate action to correct insufficient insulation installation.

18.6 Ductwork Noise

When metal is heated and cooled, it expands and contracts. The resulting "ticking" or "crackling" sounds cannot be avoided. A booming noise caused by sheet metal billowing in or out ("oil canning")

will be repaired by the Builder for a period of one year.

18.7 Vibration From Heating, Cooling, or Ventilation Equipment

It is normal for heating and air conditioning equipment to generate some noise and vibration. Under the Warranty, no corrective action is required.

18.8 Metal Rattling at Registers, Grilles, or Ducts

Air moving through registers, grilles, and ducts makes noise and is normal. Duct systems are not designed to be noise-free. Please note that exhaust ducts will flap due to the wind.

However, metal rattling from the registers, grilles, or ducts is not normal and will be repaired by the Builder for a period of one year.

18.9 Ductwork Separated or Detached

The Builder, for a period of one year, will reattach any separated or detached ductwork not caused by the Homeowner.



Section 19: Plumbing

19.1 Drainage Blockages

The Builder, for a period of 45 days after closing, will assume the responsibility for clogged sewers, fixtures, and drains where clogged sewers, fixtures, and drains are the result of defective construction or workmanship. A blockage caused by homeowner materials will result in the homeowner accepting the cost of the investigation and repair.

19.2 Water Pipe Noise

Sounds made by water flowing through pipes and by pipe expansion are normal. Rattling or "water hammer" of piping when water is rapidly turned off should not occur. The Builder, for a period of one year, will install anti-water-hammer devices at exterior faucets causing this problem. Noise caused by ejector pumps and sump pumps while they cycle on and off is normal and not covered by the Warranty.

19.3 Plumbing Leaks

In the event that water leaks are found in any supply lines, drain lines, piping, faucets, bathtubs, or showers that will cause damage to the home if not corrected, the Builder, for a period of one year, will repair as necessary. Exterior piping and undrained exterior water faucets are not covered under the Warranty. Exterior faucets will break if hoses are left attached in freezing weather and are not warranted.

The maintenance of caulking and grout to prevent leaks is considered part of routine Homeowner maintenance and is

not covered by the Warranty. Leaks at toilet wax rings will be repaired for one year due to the potential for toilet movement during normal use.

19.4 Shower Enclosure Flexes

Excessive flexing in a shower base occurs when the drain assembly moves up or down with normal weight. The Builder, for a period of one year, will repair excessive flexing in a shower base by installing support materials beneath the enclosure base. Composite shower walls will flex when pushed inward. Such flexing is not considered a defect. Homeowners are required to properly maintain shower and tub surrounds and enclosures to prevent leaks. Enclosure panels and doors are not designed to have water sprayed directly at them. Damage that results from this action is not covered by the Warranty.



Section 20: Interior Paint and Finishes

20.1 Blemishes on Walls or Ceilings

Blemishes include nail pops, cracking, or blistering visible on finished walls or ceilings. The Builder, once during a period of one year, will repair blemishes, excessive waviness, or seams visible in normal light in finished areas that are readily visible from a distance of 6 feet except for wet walls where nail guards are required. Cracks that occur adjacent to windows from expansion and contraction will be repaired using flexible latex caulking. Under the Warranty, the Builder, for a period of one year, will also repaint the affected areas.

20.2 Repainting after Repair Work

Repainting, staining, or refinishing may be required because of repair work. Repairs required under the Warranty should be finished to match the immediate surrounding areas as closely as practical. Due to fading and normal weathering, a perfect match cannot be achieved, and a perfect match is not covered by the Warranty. Where repairs affect more than 50% of a wall or ceiling area, the Builder, for a period of one year, will repaint the entire wall or ceiling surface from corner to corner. Where custom paints and wall coverings have been installed, the Builder will not warrant the match of any necessary repairs. All blemishes should be noted and repaired prior to custom paints and wall coverings being applied.

20.3 Drywall Texture

Drywall texture is applied by hand and varies with the technique of the installer. Where tall walls exist, it is necessary to install the drywall texture in several passes. Breaks between application phases occur in all homes and sometimes are more visible due to the method of application. The inherent inconsistency of drywall texture is to be expected, as with all hand-applied, troweled finishes. The Builder, once during a period of one year, will repair deviations, bumps, or voids measuring over ¼ inch per 4 feet, which are not part of the intended texture. During repair, the Builder will try to match the original texture as closely as possible, but a perfect match is not covered by the Warranty.



Section 21: Interior Trim and Moldings

21.1 Interior Trim Split

Splits, cracks, raised grain, swelling of finger joints, and checking are inherent

characteristics of all wood and cannot be avoided. However, the Builder will fill any such condition in interior trim with wood putty one time during the period of the first year.

21.2 Nails Not Set or Holes Not Filled in Interior Trim

Nails and nail holes in interior trim should be set and filled. The Builder will set and fill nails and nail holes in interior trim within finished areas one time during the period of the first year.

21.3 Gaps at Joints on Molding and Casing

All joints on molding and casing should fit and be securely attached, as well as filled and sanded. The Builder, will repair defective joints and gaps one time during the period of the first year. Acceptable repair includes filling joints and gaps with wood putty.



Section 22: Flooring

22.1 Subfloor Uneven

The Builder, for a period of one year, will correct uneven wood subflooring

exceeding ¼ inch within any 4-foot measurement. Correction may include application of a flexible floor-fill underlayment. Note: For concrete subflooring, see Section 12.4.

22.2 Floor Squeaks or Pops

The Builder will take corrective action to eliminate loose flooring and minimize squeaks on a onetime basis within the first year of the Warranty. However, absence of squeaks is not guaranteed. Please note that color matches cannot be guaranteed.

22.3 Cracked or Loosened Tile, Brick, Marble, or Stone

The Builder will replace cracked tiles, bricks, marble, or stone flooring and will attach tiles, bricks, marble, or stone which have detached from a surface, unless the defects were caused by Homeowner's negligence, one time during the period of the first year. The Builder is not responsible for discontinued patterns or color variations when repairing or replacing tile, brick, marble, stone flooring, or grout. Hollow tiles occasionally occur and are not covered by the Warranty.

22.4 Tile Edges Not Even

When adjacent marble or ceramic tile edges are not even with each other, they cause a deviation called "lippage." The Builder will repair lippage greater than 1/8 inch one time during the period of the first year. Irregular tiles such as limestone, adoquin, and Mexican pavers are not covered by the Warranty.

22.5 Hardwood Flooring Gaps

Gaps between hardwood floorboards normally fluctuate in areas where relative humidity varies substantially. The Homeowner is responsible for maintaining proper humidity levels in the home to minimize gaps between hardwood floorboards. Where gaps exceed 1/8 inch, the Builder will repair one time during the period of the first year.

Homeowners should only use cleaning products recommended by the manufacturers. To prevent damage, Homeowners should avoid walking on hardwood floors with spiked-heel shoes or sliding furniture and other heavy items over the floor.

Wood floors are not covered as part of consequential damage from any water leak.

22.6 Gaps in Vinyl Flooring Seams

Gaps in vinyl flooring seams should not be visible from a standing position. The Builder will repair gaps in seams (sheet goods) or gaps in seams that exceed 1/8 inch (resilient block tile) one time during the period of the first year.

22.7 Vinyl Flooring Nail Pops

The Builder will repair nail pops on vinyl flooring that are readily visible from a standing position one time during the period of the first year.

22.8 Vinyl Flooring Patterns

Misaligned Vinyl flooring patterns at seams between adjoining pieces should

align. Under the Warranty, the Builder will correct misaligned flooring one time during the period of the first year.

22.9 Vinyl Flooring Stains

Staining, fading, or discoloration that occurs on the surface of vinyl flooring after the closing date is not covered by the Warranty.

22.10 Carpeting Loose or Wrinkled

The Builder will re-stretch or re-secure wall-to-wall carpeting that has detached or loosened from the point of attachment one time during the period of the first year.

22.11 Gaps in Carpet Seams

It is normal for carpet seams to show. However, the Builder will repair gaps in carpet seams that are readily visible from a standing position one time during the period of the first year.

22.12 Carpet Spots or Fading

In cases where fading, staining, or discoloration in the carpet occurs because of a carpet defect, the manufacturer's warranty will apply.

Homeowners should consult the manufacturer's guidelines for carpet care and cleaning instructions.



Section 23: Cabinets and Countertops

23.1 Cabinet Door or Facing Warped

The Builder, for a period of 45 days, will repair cabinet doors and drawer fronts that are crooked or warped in excess of ¼ inch.

23.2 Cabinet Door Will Not Stay Closed

The Builder, once during a period of 45 days, will adjust cabinet door catches or closing mechanisms that do not hold the door in a closed position. Any subsequent adjustment is considered part of routine Homeowner maintenance and is not covered by the Warranty.

To maintain your cabinets, check the caulking around sinks and backsplashes to prevent water damage to the cabinets. Use silicone spray lubricant periodically on drawers and hinges to improve operation. Follow the manufacturer's recommendations to clean and polish the cabinets once or twice a year. Clean spills immediately. Use a clean cloth and soapy water. Wipe the cabinets dry after

cleaning. Avoid excessive moisture on wood cabinets. Use a mild soap and warm water to clean cabinet hardware, such as doorknobs and drawer pulls. Dry hardware with a soft cloth. Don't use detergents, soap pads, steel wool, paste wax, or polishes that contain silicone on your wood cabinets.

23.4 Cabinet Door or Drawer Binds

The Builder, once, during a period of 45 days, will adjust cabinet doors and drawers that do not easily open or close. Any subsequent adjustment is considered part of routine Homeowner maintenance and is not covered by the Warranty. Issues beyond the 45-day period will be covered by the manufacturer's warranty.

23.5 Wood Cabinet Finish Variations

All wood in any finish will exhibit color changes when exposed to light. All wood cabinets are constructed using different pieces of wood, and each piece will differ in color as well as change color in different ways. This color change is caused by variations in the minerals and acids from the soil and other conditions created by the growth environment of a tree. These variations in graining and color are characteristics of a natural wood cabinet and are not considered defects. Wood has these variations, and these variations are not covered by the Warranty.

23.7 Countertop Not Level

Countertops should be no more than $\frac{1}{4}$ inch per 4 feet out of level. If the countertop is more than $\frac{1}{4}$ inch per 4 feet out of level, the Builder, for a period of 45 days, will make appropriate adjustments to the countertops. Material defects must be filed by the Homeowner with the Manufacturer.



Section 24: Fireplace and Chimney

24.1 Firebox Lining Damaged by Fire

The interior firebox area will become discolored and cracked from the heat of fire in the fireplace. This is not covered by the Warranty.

24.2 Fireplace Smoke in Living Area

When fireplaces are used properly, smoke from the fireplace should not escape into

living areas. In cases where smoke escapes into living areas because of improper installation or design, the Builder, for a period of one year, will take appropriate corrective action.

Note: High winds or external factors such as trees, weather, ect, can cause negative draft situations allowing some smoke to enter the home. Make sure the damper is fully opened.

The chimney is a space that often attracts animal nesting and related debris which can affect the operation of the fireplace. Fireplaces and chimneys should be inspected annually by a professional to ensure that the chimney is unobstructed.

24.3 Water in Firebox

It is common for water infiltration to occur into the firebox from the flue. A certain amount of rainwater can be expected under certain conditions. Under the Warranty, no action is required on the part of the Builder.

24.4 Prefab Gas Fireplace

The Builder, for a period of one year, will repair any defects per the manufacturer's specifications. Cleaning and replacement of embers will be the responsibility of the Homeowner.

24.5 Cracks in Masonry Chimney Cap or Crown

It is normal for chimney caps to crack due to expansion and contraction. Chimney caps should be installed at least 2 inches thick to minimize cracking. The Builder,

for a period of one year, will replace any cracked chimney cap that is less than 2 inches thick and will fill any crack larger than 1/8 inch with grout to minimize water intrusion.

24.6 Chimney Separation

Chimneys should not separate more than 1/2 inch from the attached structure. If a separation exceeding 1/2 inch from the attached structure does occur, the Builder, for a period of one year, will determine the cause and correct the problem. If such movement occurs after the first year and it is determined that the movement is related to or has resulted in a structural issue, the Builder, for a period of ten years, will correct the problem.



Section 25: Retaining Walls

25.1 Definition

A retaining wall is a structure built to provide a barrier to movement of soil or rock. Retaining walls generally are made

of steel sheet piles or masonry—stone, brick, or concrete.

25.2 Drainage

By their nature, retaining walls will retain moisture if an adequate drainage system is not provided. The Builder has installed drainage systems to ensure water drains from the retaining wall correctly. The Homeowner should periodically inspect the drainage systems to ensure they are not clogged and that water continues to drain properly. If moisture is not draining properly, it can negatively affect both the aesthetic and structural integrity of the retaining wall.

25.3 Efflorescence

Efflorescence is the white powder that can appear on the surface of a masonry wall. It is caused when water seeps through the wall, dissolving salts inside of the structure. The water then evaporates, leaving the salt on the surface. This is a normal condition; therefore, the Builder is not responsible for efflorescence. If the entire face of a wall is covered with efflorescence, the grade at the top of the wall should be checked to ensure that water is not entering between the wall and the damp-proofing membrane. The Builder has established proper grade at the time of closing. If the Homeowner modifies the grade with additional grading, plantings, or any other obstructions, there may be an increased chance for water intrusion that may lead to efflorescence occurring.

25.4 Foundation/Base

If the retaining wall has a below-ground foundation, the base of a retaining wall should not be visible. This would expose the foundation and the dirt around it to erosion. The Builder has established proper grade at time of closing and is not responsible for erosion after close of escrow. The Homeowner is responsible for ensuring that the foundation is not visible and that the proper grade is maintained at the base of the wall sloping away from the foundation.

25.5 Movement

Poured concrete retaining walls are engineered to allow for small amounts of movement. To allow sections of walls to expand and contract, control joints are placed periodically. In some instances, these might be placed at breaks in the wall such as corners or half turns. In a long, straight run, you should expect to see them periodically (the distance between is determined by the design of the wall).

The expected amount of movement should not be noticeable without some type of measuring device. However, if any discernable amount of movement is evidenced in the wall, the movement should be investigated further. If the movement is determined to be structurally significant, the Builder, for a period of one year, will take the necessary steps to ensure the wall is structurally sound.

25.6 Cracks

Section 26: Landscape

26.1 Landscape

Due to regional variances in temperature and terrain, the Builder does not offer any warranty on landscaping, e.g., sod, trees, shrubs, flowers, etc. Wood fencing is not provided warranty coverage after installation due to its exposure to the elements and variables uncontrolled by Blackburn Homes.

26.2 Irrigation

The irrigation system is warranted for installation defects for a period of one year. This warranty does not provide coverage to damages or broken lines due to freezing. Head adjustments are homeowner maintenance after closing, a all zone coverage is inspected and approved prior to closing.



Section 27: Driveways and Exterior Concrete Surfaces

Heaving of driveways – of any material – due to frost is a normal condition in cold climates and is not warranted.

27.1 Masonry (Brick) Driveway Settlement/Shifting

Some settling of the masonry driveway should be expected. In cases where there is ¼-inch or greater settlement or shifting, the Builder, for a period of one year, will repair by resetting pavers.

Hairline cracks, a normal occurrence in retaining walls, are considered cosmetic. The Builder will repair cracks that exceed ¼ inch in width or vertical displacement by filling, patching, or grinding for a period of one year. For cracks greater than ¼ inch in walls located immediately adjacent to a foundation, the issue should be investigated further. If the issue is determined to be structurally significant, the Builder, for a period of one year will take the necessary steps to ensure the wall is structurally sound.

25.7 Leaks

Block walls are designed to allow water to leak through them to relieve hydrostatic pressure. However, if the wall has been engineered with a designated drainage system, water should not leak through the wall in places other than through the designated system. The Homeowner is responsible to make sure that drainage systems are not clogged to ensure they are kept in working order. The Homeowner is also responsible for maintaining the grade at the top and sides of the wall, so water is diverted away from the wall and the grade does not rise higher than the damp-proofing barrier.

If water does leak through the wall other than through a designated system, the Builder, for a period of one year, will take the appropriate action to fix the leak.

27.2 Masonry Driveway Color Variation

Variation in the masonry or brick colors should be expected. Shade variations are normal and should be expected from weather, oxidation, and pollutants. Because of this, color variation in masonry driveways is not covered under the Warranty.

27.3 Cracks/Chips in Masonry Driveway

The Homeowner should expect the masonry driveway to be crack- or chip-free at the final walk-through. Unless noted on the final walk-through, any crack or chip in the masonry driveway is not covered under the Warranty. In cases when cracks and/or chips are noted on the final walk-through, the Builder will take necessary corrective action.

27.4 Pop-outs in Exterior Concrete

Small pop-outs in exterior concrete are related to soft aggregate used in standard residential concrete mixes. Pop-outs are not covered under the Warranty and will not be repaired by the Builder.

27.5 Surface Scaling in Exterior Concrete

Surface scaling in exterior concrete can result from salt and chemicals used to treat roads. Unless more than 50% of the surface is affected, scaling is not covered under the Warranty. In cases where more than 50% of the surface is affected, the

Builder, for a period of one year, will repair using applicable methods.

To prevent damage, Homeowners should remove salt and chemical buildup from concrete surfaces. Damage to concrete surfaces caused by salt and other chemicals is not covered under the Gardens at Mayfield Warranty.

27.6 Concrete Settling

Garage floors, concrete walkways, patios, and steps should not settle, heave, or separate from the house structure in excess of 1 inch in freezing climates or 3/8 inch in nonfreezing climates. In cases where this occurs, the Builder will repair damaged portions of the concrete, using methods at the Builder's discretion, for a period of one year.

27.7 Water Ponding on Exterior Concrete Surfaces

After the rain ceases, water ponding should not exist on concrete surfaces for more than 48 hours. In the event that water ponding exists beyond the 48-hour period, the Builder will take discretionary corrective action for a period of one year.

27.8 Common Area Sidewalks

Community sidewalks are not covered by the Warranty.

27.9 Exterior Concrete Paver Surfaces

Surface variances greater than 1/2 inch per 4 feet will be repaired for a period of one year. Due to the nature of the product, irregularities in the shape, color, texture,

size, and finish can be expected and these variances are not covered by the Warranty.

27.10 Cracks in Exterior Concrete

Driveways, sidewalks, stoops, patios, etc., are exposed to the elements year-round and are subject to wear and tear from weather. Cracks are to be expected due to curing, expansion, and contraction.

The Builder will repair cracks exceeding $\frac{1}{4}$ inch in width or vertical displacement by filling, patching, or grinding for a period of one year. As part of regular maintenance, Homeowners should inspect concrete surfaces and seal cracks to prevent further damage. Repairs to concrete will result in a color difference as it is a batch material.

28.2 Appliance Fails to Function

Kitchen, laundry, and bar appliances that fail to function per the manufacturer's specifications will be addressed by the manufacturer under the manufacturer's warranty.



Section 28: Appliances

28.1 Chipped or Scratched Appliances

Scratched or chipped finishes on porcelain, glass, or other surfaces on laundry, kitchen, or bar appliances are not covered by the Warranty. Appliances are warranted directly by the manufacturer for period of one year.