

ACES

BUILDERS' WARRANTY

Fairness and Integrity Above All

SAMPLE
ACES
BUILDERS' WARRANTY

**ACES Builder Limited Warranty &
Performance Standards**

(abbreviated version)

NOT A VALID WARRANTY

**THIS IS AN ABBREVIATED
VERSION OF THE SAMPLE
DOCUMENT FOR YOUR REVIEW**

THIS DOCUMENT IS NOT A
SUBSTITUTE FOR THE ACTUAL
WARRANTY BOOK OR SAMPLE. A
COMPLETE SAMPLE WARRANTY
WILL BE PROVIDED AT CONTRACT.

BUILDERS' WARRANTY

A NUMBERED LEGAL DOCUMENT
WILL BE PROVIDED AT CLOSING BY
YOUR BUILDER.



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9.01 Introduction. The Performance Standards and other provisions in this Article IX are an integral part of this Limited Warranty. This Article IX provides for certain responsibilities of Builder and Owner under this Limited Warranty. Builder does not have a responsibility of repair, replacement or payment in connection with some of the Performance Standards, as further provided in specific provisions of this Article IX.

9.02 Owner Maintenance Responsibilities. NOTE THAT VARIOUS COMPONENTS OF THE HOME AND THE LOT ON WHICH IT IS LOCATED REQUIRE PROPER AND CONTINUING MAINTENANCE BY OWNER. SOME SPECIFIC RESPONSIBILITIES OF OWNER ARE INCLUDED UNDER SPECIFIC TOPICS IN THIS ARTICLE IX. EXAMPLES OF OTHER OBLIGATIONS OF OWNER ARE SET FORTH ELSEWHERE IN THIS LIMITED WARRANTY.

9.03 Performance Standards and Description of Possible Deficiencies. The Performance Standards list specific items within separate areas of coverage. The Performance Standards are expressed in terms of performance criteria. For easy comprehension, the format is designed as follows:

- A. Possible Deficiency a brief statement of a problem that may be encountered.
- B. Performance Standard a Performance Standard relating to a possible deficiency.
- C. Responsibility a statement of the corrective action required of Builder to repair the deficiency and/or a statement of Owner's maintenance responsibilities. Provisions regarding maintenance responsibilities of Owner with regard to possible deficiencies shall not be construed to limit or modify other responsibilities of Owner referred to elsewhere in this Limited Warranty.

Subsections I, II and III below describe those items which are warranted (subject to the limitations specified in the Responsibility sections and other parts of this Limited Warranty) during the first year warranty period, through the second year warranty period, and through the ten year warranty period, respectively. The commencement of warranty coverage for each warranty period is the Warranty Commencement Date.

FIRST YEAR WARRANTY

1. SITE WORK

A. <u>Drainage/Grading</u>	Improper drainage near the foundation.	Builder establishes proper grades and swales per gov't code.
B. <u>Ground Settlement at the Foundation</u>	Settling of ground around foundation.	Settling should not interfere with drainage or have more than 6" vertical depth.
C. <u>Raised Floor Foundations or Crawl Spaces</u>	Improper drainage for crawl space.	Within Crawl Space water should not stand deeper than 2" for a 36" area.
1.C.2	Water enters.	No entry or seepage of water.

2. CONCRETE

A. <u>Concrete Slab on Grade</u>	Concrete foundation cracks.	Must be less than 1/8" wide or 1/16" vertical displacement.
2.A.2	Cracks under finish flooring.	Cracks should not rupture the finish flooring material.
2.A.3	Uneven floors/slabs	Less than 1/4" in a 32" area.
2.A.4	Unaesthetic look.	Not covered by warranty.
2.A.5	Cracking of basement floor.	Must be less than 3/16" wide or 1/8" vertical displacement.
2.A.6	Separation in expansion joint.	Must be less than 1/4" vertically or horizontally.
2.A.7	Protruding objects.	No protruding objects in concrete
B. <u>Concrete Flatwork</u>	Cracks or heaving.	Less than 1/4" vertically or horizontally.
2.B.2	Wooden flatwork.	Deterioration not under warranty.
2.B.3	Separation in an expansion joint.	Must be less than 1/2" vertically or 1" horizontally.
2.B.4	Separation in a control joint.	Must be less than 1/4" vertically or 1/2" horizontally.
2.B.5	Unaesthetic look.	Not covered by warranty.
2.B.6	Standing water.	No ponding of 1/2" 24hrs after rain
2.B.7	Slippery.	Shall not be excessively smooth.
2.B.8	Stair dimensions.	Should comply with gov't code.
2.B.9	Loose handrails.	Handrails should be secure.
2.B.10	Concrete stairs or stoops settle or heave.	Shall not heave an amount exceeding 3/8". Stair separation should not exceed 1" from home.
2.B.11	Driveway with a negative slope.	No negative sloping driveways unless due to site conditions.
C. <u>Slab (Detached Garage).</u>	Foundation cracks.	Must be less than 1/8" vertically or 1/4" horizontally.

3. MASONRY

3.1	Cracks-veneer/wall.	Should not exceed 1/8" in width.
3.2	Cracks- foundation.	Should not exceed 1/8" in width.
3.3	Rust stains (doors).	Not covered under warranty.
3.4	Masonry wall bows.	Shall not bow more than 1".
3.5	Unit or mortar.	Shall not be broken or loose.
3.6	Unit or mortar.	Shall not deteriorate.
3.7	Dirt/ stains/ debris.	None from construction allowed.
3.8	Gap between wall & masonry units.	Gap shall not exceed 1/4" and all gaps should be caulked.
3.9	Mortar obstruction.	Mortar shall not obstruct holes.

4. CARPENTRY

A. <u>Framing</u>	Subfloor appears loose or squeaks.	No excessive humps/ridges. Slope less 3/8" width in 32" area.
4.A.2	Bowed walls.	Shall not exceed 1/4" in a 32" horiz or 1/2" within an 8" vertical area.
4.A.3	Walls out of plumb.	Plumb to a 1/4" of any 32" area.
B. <u>Finish Carpentry (Interior)</u>	Open joints in trim.	Should not exceed 1/8" width.
4.B.2	Crack in beam/post.	Crack shall not exceed 1/2" width.
4.B.3	Non-structural post/beam warped.	No warp exceeding 1" within an 8' length.
C. <u>Finish Carpentry (Exterior)</u>	Open joints.	None exceeding 3/8" in width.
D. <u>Stairs</u>	Dimensions.	Should comply with gov't code.
4.D.2	Squeaks or pops.	No excessive noises.
E. <u>Interior Trim</u>	Joint separation.	Shall not exceed 1/8" width and shall be caulked.
4.E.2	Surface damage.	No damage visible within 6'.
4.E.3	Hammer marks.	None visible within 6'.
4.E.4	Nail hole.	No nail or hole visible within 6'.

5. PROTECTION FROM MOISTURE AND TEMPERATURE CHANGES

A. <u>Insulation</u>	Insufficient.	Insulation must meet gov't code.
5.A.2	Blown insulation settles and reduces the R-value.	Blown insulation shall not displace or settle. R-value must meet mfc specification.
5.A.3	Gap between batts.	Gap shall be less than 1/4".
5.A.4	Soffit vent blocked.	No blockage preventing air flow.
B. <u>Louvers and Vents</u>	Louvers/vents/ attic openings leak.	Installed attic openings shall not leak.
C. <u>Roofing, Siding and Windows</u>	Roof or flashing leaks.	Roofs/Flashing should not leak.
5.C.2	Appearance.	Not covered, except roof cracks.
5.C.3	Standing water.	Water should drain after rain.

5.C.4	Shingles, tiles, or metal fall off.	Shall not fall off in wind speeds lower than mfc. specifications.
5.C.5	Skylight leaks.	Skylight shall not leak.
5.C.6	Water fails to drain on built-up roof.	Water shall drain within 2 hours of cessation of rainfall.
5.C.7	Pipes or vents penetrating the roof.	A pipe, vent, or fireplace shall have water diversion.
5.C.8	Exterior moisture barrier on roof.	No moisture penetration of the moisture barrier is acceptable.
5.C.9	Veneer siding or joint separation.	Separations shall not exceed 1/4". Siding installed per mfc standard.
5.C.10	Exterior sheathing.	Shall not delaminate or swell.
5.C.11	Window leaks.	Not under normal conditions.
5.C.12	Ice build-up.	Not covered under warranty.
D. <u>Gutters and Downspouts</u>	Gutters and/or downspouts leak.	Should not leak. Less than 1/2" standing water.
5.D.2	Water standing.	Less than 1/2" standing water.
E. <u>Sealants.</u>	Leaks.	Caulk will prevent water access.
5.E.2	Exterior moisture barrier.	Shall not allow accumulation of moisture.

6. DOORS AND WINDOWS

A. <u>Doors Generally</u>	Sliding/screen doors	A sliding door shall stay on track.
6.A.2	Spacing between interior door and floor covering.	Shall not exceed 1.5" and shall be at least 1/2". Closet doors, shall no exceed 2" and are at least 1/2".
6.A.3	Door delaminates.	Door shall not delaminate.
6.A.4	Door panel splits.	Shall not split to allow light thru.
6.A.5	Door binds.	Shall open/close without binding.
6.A.6	Door warps.	Warp shall not exceed 1/4".
6.A.7	Storm Door.	Shall open and close properly.
6.A.8	Movement.	No movement unless due to air.
6.A.9	Dented/scratched.	None due to construction allowed
6.A.10	Broken or scratched	None due to construction allowed
B. <u>Wood and Plastic Doors</u>	Warpage of exterior doors.	Warp shall not exceed 1/4".
6.B.2	Warpage of interior.	Warp shall not to exceed 1/4".
6.B.3	Insert panels.	Shrinkage not under warranty.
C. <u>Garage Doors</u>	Garage doors fail to operate properly.	Should operate properly under normal use.
6.C.2	Water entry.	Gap shall not exceed 1/2".
6.C.3	Scratches.	None due to construction allowed
6.C.4	Opener.	Operates to manufacturer standard
6.C.5	Garage door spring.	Shall not loose tension or break.
6.C.6	Position.	Should remain in place if open.
D. <u>Both Doors and</u>	Infiltration of	None when closed.

<u>Windows</u>	air/dust.	
6.D.2	Moisture inside.	No excessive moisture if closed.
6.D.3	Window screen.	Screen shall fit.
6.D.4	Latches/locks.	Shall close securely, not loose.
6.D.5	Paint/stain.	According to mfc standards.
<u>E. Wood, Plastic & Metal Windows</u>	Double hung windows.	Shall not move more than 2" when placed in open position.
6.E.2	Malfunction.	Shall operate fairly easily.
6.E.3	Condensation and/or frost.	No condensation between panes in a sealed insulated glass.
<u>F. Weatherstripping and Seals</u>	Air and water infiltration.	Some infiltration normal, especially during high winds.
<u>G. Mirrors & Interior Glass</u>	Interior glass not mounted securely.	Mirrors, interior glass, shower doors shall be mounted securely.
6.G.2	Damage.	None due to construction allowed.
6.G.3	Shower door leak.	Shower door shall not leak.
6.G.4	Imperfections.	None visible from two feet away.
6.G.5	Shower door.	Shower door should open/close.
7. INTERIOR FINISHES		
<u>A. Lath and Plaster</u>	Cracks in interior.	Should not exceed 1/8" in width.
<u>B. Gypsum Wallboard</u>	Blemishes.	None over 1/8" width. Nail pops are common.
<u>C. Drywall</u>	Bow or depression. (wall)	Shall not exceed 1/4" in a 32" horiz. or 1/2" in an 8' vert. area.
7.C.2	Bow or depression.(ceiling)	Shall not exceed 1/4" in a 32" horiz or 1/2" in an 8' plane of the ceiling.
7.C.3	Drywall crack.	Not more than 1/32" width.
7.C.4	Crowning at drywall joint.	Shall not exceed 1/4" within a 12" measurement of the drywall joint.
7.C.5	Surface blemishes.	None visible from 6'.
7.C.6	Drywall is out of plumb.	shall not equal or exceed 3/8 of an inch in any 32-inch measurement.
7.C.7	Nails/screws	Shall not be visible in drywall.
<u>D. Tile</u>	Cracks or loose tiles	Tile shall remain secure/not crack.
7.D.2	Color or texture.	Matches not covered by warranty.
7.D.3	Surface blemishes.	Shall not be visible from 3' away.
7.D.4	Leak.	Hard surfaces should not leak.
7.D.5	Joint displacement.	Shall not vary more than 1/16".
7.D.6	Irregular grout line.	Not excessively irregular.
7.D.7	Grout discolored.	None due to construction allowed.
7.D.8	Cracks in grouting.	Shall not crack or deteriorate.
<u>E. Finished Wood Floors</u>	Cracks between flooring boards.	Should not exceed 1/8" width.
7.E.2	Indentations in finished wood floor.	No excessive indentations that exceed 3/8" in any 32" area.

7.E.3	Finished coat.	Finished coat should not peel off.
7.E.4	Uneven boards.	No more than 1/16" variation.
7.E.5	Loose flooring.	Should be secure to the substrate.
7.E.6	Squeaks or popping.	No excessive noises.
7.E.7	Floorboards cup.	None exceeding 1/16" in any 3" run
7.E.8	Discoloration	No excessive color changes.
7.E.9	Stains or scratches.	None due to construction allowed
<u>F. Vinyl Flooring</u>	Nail pops.	No nail pops should appear.
7.F.2	Debris detectable.	Not from a distance of 3'.
7.F.3	Depressions/ridges.	Should not exceed 1/8".
7.F.4	Tears/cuts/gouges	Not covered by warranty.
7.F.5	Loss of adhesion.	No lifting, bubbling or ungluing.
7.F.6	Gaps at joints.	Should not exceed 1/16" width.
7.F.7	Stains.	None due to construction allowed
7.F.8	Mildewing.	No mildew if maintained per mfc.
7.F.9	Not square to the most visible wall.	Shall not vary by a 1/4" in any 6' run. Square to nearest wall.
7.F.10	Seam alignment.	Should be less than 1/8" wide.
7.F.11	Scratches/gouges.	None due to construction allowed
7.F.12	Sub-flooring.	Sub-floor shall not cause rupture.
<u>G. Carpeting</u>	Open carpet seams.	No open carpet seams allowed.
7.G.2	Loose or wrinkled.	Carpet should remain secure.
7.G.3	Stains/spots/fading.	None due to construction allowed
7.G.4	Carpet wear.	Not covered by warranty.
<u>H. Painting/Varnish Stains & Caulking</u>	Exterior paint peels/deteriorates/fades.	Paint should perform to manufacturer standards.
7.H.2	Painting due to repair.	Painting should match surrounding areas.
7.H.3	Fading or peeling of exterior doors.	No excessive deterioration on doors acceptable.
7.H.4	Fading or peeling of interior woodwork.	No excessive deterioration of interior woodwork acceptable.
7.H.5	Scratches, dents, etc	None due to construction allowed
7.H.6	Mildew or fungus	Not covered by warranty.
7.H.7	Color variation.	No excessive variation allowed.
7.H.8	Sloppy painting.	Unpainted areas should not show paint when viewed from 6'.
7.H.9	Paint overspray.	None acceptable.
7.H.10	Washability or scrubability.	Shall perform to manufacturer specifications.
7.H.11	Caulk shrinks or cracks.	Caulk will shrink, owner must maintain.
<u>I. Wall Covering</u>	Peeling.	No peeling or bubbling.
7.I.2	Pattern repeats do not match.	Patterns shall not vary more than 1/4" in a 6' run.

7.I.3	Seams separate.	Seams should not separate or gap.
7.I.4	Lumps and ridges.	Shall not be visible from 6' away.
7.I.5	Discolor/stains	None due to construction allowed.
7.I.6	Scratches/ gouges	None due to construction allowed.
7.I.7	Washability or scrubability.	Shall perform to manufacturer specifications.
J. Hardware & Fixtures	Scratches/tarnish on brass finish.	None due to construction allowed.
7.J.2	Tarnished/ blemished/corroded.	None due to construction allowed.
7.J.3	Catching/binding.	No excessive catching or binding.
7.J.4	Chips or dents.	None due to construction allowed
7.J.5	Hardware is loose.	Should be installed securely.
K. Interior Ironwork	Rusting.	Shall not rust.
L. Shelving	Not installed to measurements.	Rods must be at least ¼" over end supports. Shelves must be at least ¼" over supports. Secure supports

8. Exterior Finishes

A. Stucco	Cracks.	Not to exceed 1/8" width.
8.A.2	Mildew or fungus.	Not covered by warranty.
8.A.3	Bowed, uneven, or wavy.	Stucco shall not be bowed, uneven or wavy.
8.A.4	Broken or loose.	Stucco shall not be broken/loose.
8.A.5	Deterioration.	No excessive deterioration.
8.A.6	Dirt, stain, or debris	None from construction allowed.
8.A.7	Surface blemishes.	None visible from a distance of 6'
8.A.8	Lath exposed.	Lath shall not be exposed.
8.A.9	Separation of joints.	Shall not exceed 1/16" width.
8.A.10	Separation fr/ wall.	Not to exceed ¼" width/caulked.
8.A.11	Opening obstructed.	No function opening obstructed.
8.A.12	Ground clearance.	Screed at least 4" above soil.
8.A.13	EIFS ground clearance.	Screed shall clear any paved/unpaved surface by 6".
B. Irrigation System	Leaks or Clogs.	None due to construction allowed.
8.B.2	Incomplete coverage.	Sprinkler coverage shall cover entire lawn, no unintended areas.
8.B.3	Doesn't operate.	Operates to manufacturer level.
C. Fencing	Leans.	Shall not exceed 2" of plumb.
8.C.2	Broken boards.	None due to construction allowed.
8.C.3	Masonry unit crack.	Not to exceed 1/8" width.
8.C.4	Weep holes.	Shall allow seepage through.
D. Pest Control	Openings into home	Shall not allow rodents/pests in.
9. LOUVERS, VENTS, FIREPLACES AND CHIMNEYS		
A. Louvers & Vents	Inadequate	Adequate ventilation according to

	ventilation.	code in attic & crawlspaces.
B. Fireplaces and Chimneys	Fireplace doesn't draw	Fireplaces and chimneys should function properly.
9.B.2	Brick chimney separation.	Not to exceed ½" in any 10' vertical measurement.
9.B.3	Firebox paint.	Not covered. Heat will change.
9.B.4	Cracked firebrick.	None greater than ¼" width.
9.B.5	Water infiltration.	No excessive water in firebox.
9.B.6	Refractory panel.	Shall not crack or separate.
9.B.7	Fireplace doors.	Alignment should be within 1/8".
9.B.8	Gas leak.	None in fireplace acceptable.
9.B.10	Gas logs.	Positioned to mfc specifications.
9.B.11	Fireplace fan.	Noise at mfc specifications.

10. CABINETS AND COUNTERTOPS

A. General Cabinets and Countertops	High pressure laminates.	Should not crack, peel, or chip. Should remain securely attached.
10.A.2	Non-laminates.	Should not separate from wall.
10.A.3	Counters not level.	Level within ¼" in any 6' run.
10.A.4	Countertop bows.	Not to exceed 1/16" per lineal ft.
10.A.5	Visible seam.	Laminate seam- no separation.
10.A.6	Surface blemish.	Not visible from three feet away.
10.A.7	Cabinet doors.	Warpage not to exceed ¼".
10.A.8	Cabinet moldings.	Not to exceed ¼" separation.
B. Concrete Countertops	Pits, Depressions, or unevenness	Should not exceed 1/8" in any 32' area.
10.B.2	Separations or cracks.	Less than 1/16" width and 1/64" vertical displacement.
10.B.3	Stains/spots/scratch	None due to construction allowed
10.B.4	Chipped edge.	Not to exceed 1/16" beyond edge.
10.B.5	Discolored.	None due to construction allowed

11. PLUMBING (Year One Only)

A. Water Supply	Plumbing pipes.	Should be protected from freezing
11.A.2	Noisy pipes.	No excessive noise.
B. Plumbing Fixtures	Faucet or valve leaks.	None due to defective workmanship.
11.B.2	Deficient fixtures.	Should comply with mfc standard
11.B.3	Chips or Scratches.	Surface- none from construction.
11.B.4	Tarnish/Blemish.	Should perform to mfc standards.
11.B.5	Fixture fasteners.	Shall not corrode.
11.B.6	Decorative gas.	Gas appliance installed per mfc.
11.B.7	Fixtures loose.	Should remain securely attached.
11.B.8	Fixture stopper.	Should perform to mfc standards.
11.B.9	Toilet runs.	Shall not run continuously.
11.B.10	Toilet installation.	Installed per mfc specifications.

11.B.11	Tub or Shower pan.	Shall not crack.
11.B.12	Tub squeaking.	No excessive noise in tub/shower.
11.B.13	Water Heater.	Installed per mfc specifications.
11.B.14	Waste disposal unit.	Installed per mfc specifications.
11.B.15	Sump Pumps.	Installed per mfc specifications.
11.B.16	Porcelain.	Cracking not covered by warranty
11.B.17	Stainless steel sink.	Rust/pits/dents/stains not covered.
11.B.18	Sewer gas odor.	Shall not be detectable inside.
11.B.19	Blocked vent stack.	Vent stack should be block free.
12. HEATING, COOLING, AND VENTILATION (Year One)		
A. <u>Heating and Cooling</u>	Inadequate heating.	Should heat room to 70 degrees, 3 feet above floor in room's center.
12.A.2	Inadequate cooling.	Should maintain 78 degrees.
B. <u>Condensation Lines</u>	Clogs.	None due to construction activity allowed.
12.B.2	Drip pan & drain line.	Should be installed under a horizontal air handler. (per code)
12.B.3	Refrigerant line.	Insulation shall complete encase.
12.B.4	Ext compressor pad.	No more than 1" out of level.
C. <u>Evaporative Cooling</u>	Mechanical operation.	Operation per manufacturer specifications.
D. <u>Ventilation/Air Distribution</u>	Noisy ductwork.	Should not be excessively noisy.
12.D.2	Oilcanning.	No noise due to oilcanning.
E. <u>Venting</u>	Appliance venting.	To manufacturer specifications.
12.E.2	Backdraft dampers.	Installed to mfc standards.
13. ELECTRICAL (Year One)		
A. <u>Electrical Conductors</u>	Fuses Blow and Circuits breakers	Fuses and circuit breakers should not activate normally.
B. <u>Outlets, Switches and Fixtures</u>	Air drafts.	No excessive drafts.
13.B.2	Malfunctions.	Should work according to code.
13.B.3	Trim plates- cracks.	None due to construction allowed.
13.B.4	Plates- blemishes.	None due to construction allowed.
13.B.5	Fixture, electrical box, trim plates.	Installed per gov't code and shall be plumb and level.
13.B.6	Fixtures.	Operate according to mfc standard
13.B.7	Exhaust fan.	Noise level per mfc specification.
13.B.8	Smoke detector.	Installed per mfc & gov't code.
C. <u>Service and Distribution</u>	Ground fault interruptor trips.	Should operate according to gov't code.

Second Year Warranty		
14. PLUMBING (Year Two Only)		
A. <u>Water Supply</u>	Delivery of Water.	Per gov't code.
14.A.2	Pipes Leak.	No leaks should exist.
14.A.3	Sewer, fixtures, drains.	No clogs due to construction.
14.A.4	Water Pressure	Between 40 & 80 PPSI
B. <u>Pipes</u>	Installation.	Per gov't code & mfc spec.
14.B.2	Gas Pipes.	Shall not leak.
C. <u>Septic Tank</u>	Capacity.	Up to TCEQ effluent standards.
14.C.2	Performance.	To manufacturer standards.
15. Heating, Cooling, and Ventilation (Year Two Only)		
A. <u>Heating And Cooling</u>	Heating.	At least 68 degrees 3 feet above center of the room.
15.A.2	Refrigerant Line.	Shall not leak.
15.A.3	Cooling.	At most 78 degrees 5 feet above center of the room.
15.A.4	T-Stat Reading.	Vary less than 4 degrees bet. rooms.
15.A.5	Equipment.	Shall not move excessively.
B. <u>Vents, Grills, or Registers</u>	Vents, Grills or Registers	Shall operate smoothly and easily
15.B.2	Installation.	Code & mfc specifications.
C. <u>Ductwork</u>	Insulation.	Insulated per gov't code.
15.C.2	Secured.	Shall not move excessively.
15.C.3	Leaks.	Sealed, no excessive leaks.
16. ELECTRICAL (Year Two Only)		
A. <u>Electrical Conductors, Fuses & Circuit Breakers</u>	Wiring.	Installed per gov't code.
16.A.2	Load Capacity.	Per gov't code.
16.A.3	Panel Capacity.	Sufficient for normal use.
16.A.4	Wiring load.	Carry load designed for.
16.A.5	Circuit breakers & Fuses.	Shall not trip/blow fuses repeatedly.
16.A.6	Ground fault interrupter.	Should perform to gov't code.
B. <u>Fixtures, Outlets, Doorbells, and Switches</u>	Installation. (outlet/doorbell)	Per gov't code and manufacturer standards.
16.B.2	Installation. (fixture/plates)	Per code. Securely fastened to wall.
16.B.3	Lights flicker.	Not repeatedly.
C. <u>Service and</u>	Wiring (cable,	Per gov't code and manufacturer

<u>Distribution</u>	phone, internet).	standards.
16.C.2	Outlets, wiring.	Per gov't code and manufacturer standards.

**MAJOR STRUCTURAL FAILURES
DURING YEAR ONE THROUGH TEN**

1. GENERAL

A. The term "Major Structural Non Foundation Failure" means actual physical damage to a load bearing component of the Home specifically listed below, if meeting all of the following requirements:

- (i) actual physical damage to any of the load bearing portions of the Home listed below;
- (ii) which is caused by failure of a load bearing component listed below;
- (iii) which affects its load bearing function; and
- (iv) the reasonable and customary cost to repair such component

listed below exceeds \$250, if the Request for Warranty Performance is submitted by Owner during years three through ten of coverage.

Such load bearing components of the Home which may be Major Structural Non Foundation Failures, if meeting all of the above conditions, are:

- (a) load bearing walls;
- (b) floor framing systems (joists and trusses);
- (c) roof framing systems;
- (d) structural girders;
- (e) lintels (other than lintels supporting veneers);
- (f) load bearing beams; and
- (g) structural columns.

B. Subject to the provisions of this Limited Warranty, builder will repair or replace a Major Structural Failure occurring during the ten year warranty period. However, repair of a Major Structural Failure is limited to (i) the repair of damage to the load bearing portion of the Home itself which is necessary to restore its load bearing function, and (ii) the repair of those items or components of the Home damaged by the Major Structural Failure.

No insurance is provided by ACES in connection with this Limited Warranty. No provision in the Limited Warranty shall be deemed to imply that Builder's obligations in this Limited Warranty are insured or that any insurance is otherwise furnished in favor of the owner.



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ACES Builders' Warranty is the warranty administrator your builder has chosen to provide you with itemized performance standards. ACES has been operating in Texas for more than 11 years, helping to facilitate efficient and comprehensive resolutions in the event of a problem. We promote the improvement of the building industry and believe in "fairness and integrity above all."

With tens of thousands of homes enrolled in the program and hundreds of dispute resolutions, ACES helps homeowners and builders resolve their disputes efficiently. Please visit our website for Homeowner Maintenance Tips.