



MOXLEY

— HOMES —

MOXLEY MANUAL

Thank you for choosing Moxley Homes, LLC as your builder. We understand that an important part of your home buying experience is knowing that we stand behind the homes that we build and that our team is accessible when you need us to be. To ensure your satisfaction we are providing the Moxley Manual that will help you service your home through the years and summarizes our warranty policy.

Our warranty commitment is that the materials and workmanship on your new home is warranted for one (1) year from the time of closing. Some appliances, equipment, and other components included in the home are not warranted by Moxley Homes, but are covered by separate warranties provided by the manufacturer or supplier. These warranties are assigned to the Homeowner at the time of closing and are separate from the one-year warranty provided herein. Everything you need to know about your warranty coverage is included in this Moxley Manual. All warranty requests must be submitted to our designated email address **customercare@moxleyhomes.com** in order for us to efficiently and effectively meet your need. A customer care representative from our team will respond to you once your request has been submitted.

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HIGHLIGHTS

- Although quality materials and workmanship have been used in building your home, like an automobile it requires care from the first day that you move in. Regular Homeowner maintenance is essential to providing a quality home for a lifetime. You are responsible for maintenance of your new home. General and preventative maintenance are required to prolong the life of your new home.
- Our warranty service system is designed to only handle warranty requests that are properly submitted to **customercare@moxleyhomes.com**. This provides you maximum protection and allows us to operate efficiently and effectively.

Introduction

This introduction provides an overview of the Moxley Manual and includes descriptions of our Warranty and Performance Standards.

In general, the Warranty is a commitment that the materials and workmanship in your new home are warranted for one (1) year from the time of closing. This limited warranty is voided and all obligations on the part of Moxley Homes terminate if you vacate the home due to foreclosure proceedings. Actions taken to cure defects will NOT extend the periods of specified coverages in this limited warranty. Only warranted elements which are specifically designated in the Performance Standards are covered by this limited warranty.

Some appliances, equipment and other components included in the home are not warranted by Moxley Homes, but are covered by separate warranties provided by the manufacturer or supplier. These warranties are assigned to the Homeowner by Moxley Homes at the time of closing. In the event that a timely claim is made under one of these warranties without response, Moxley Homes will assist the Homeowner in attempting to resolve the problem with the manufacturer or supplier.

Our Warranty is simple and is based on common sense. We believe that you as a new Homeowner have a right to expect a clean home, complete, and free of defects at the time of closing. Things should work. If there are problems due to defects in materials and workmanship, Moxley Homes will arrange for their repair or replacement. Moxley Homes has the choice to repair, replace or pay the reasonable cost to repair or replace warranted items which do not meet Performance Standards and are not excluded in the limited warranty.

If a problem results from actions by occupants of the home or others, or from ordinary wear and tear, Moxley Homes is not responsible for the resulting repair or replacement. YOUR HOME HAS THE RIGHT TO BE PROPERLY MAINTAINED – We view this Plan in terms of what you, as our customer, have a right to expect. We view the issue of preventative maintenance in terms of what your home has a right to expect from you. None of the materials used in the construction of your home will last forever; however, most will last for a long time if properly maintained. We want to help you understand 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 describe in general terms, WHAT THE HOMEOWNER HAS A RIGHT TO EXPECT FROM MOXLEY HOMES AND WHAT YOUR HOME HAS A RIGHT TO EXPECT FROM YOU. Following are sections on the WARRANTY EXCLUSIONS, LIMITATION OF LIABILITY, REQUESTING WARRANTY SERVICE, DISPUTE SETTLEMENT, INSURER’S RESPONSIBILITY and MOXLEY HOMES’ PERFORMANCE STANDARDS.

YOUR RIGHTS AND THE RIGHTS OF YOUR HOME. This section discusses, in general terms, what you can expect from Moxley Homes in the construction of your home, and what your home should expect from you in terms of ongoing maintenance and care.

WHAT THE HOMEOWNER HAS A RIGHT TO EXPECT FROM MOXLEY HOMES:

1. SOIL DRAINAGE – Your home has been placed on soil engineered to withstand the anticipated settlement based on soil conditions found in your area. It should not settle in such a way as to create structural problems during the warranty period.
2. CONCRETE SURFACES – The concrete surfaces in your home should fulfill the functions for which they were intended without excessive settlement or secondary damage, such as leaking. Since concrete is likely to crack, standards are defined in the detailed Performance Standards which follow.
3. STRUCTURAL INTEGRITY – Since homes are constructed by human beings using a variety of materials, tolerances are defined in the detailed Performance Standards which follow.
4. INTRUSION OF THE ELEMENTS – Your home should not leak. Exceptions might occur such as when a driving rain forces into vents, windows or under doors. Under normal circumstances, your home should protect you from the intrusion of the elements.
5. MECHANICAL SYSTEMS – The systems installed in your home to provide power, water, treated air, ventilation and waste disposal should work.
6. FINISHED SURFACES – Finished surfaces should maintain uniform or characteristic appearances for a reasonable period of time. Cracks or surface deterioration should be repaired as provided in the Plan.
7. CARE & MAINTENANCE – Although things wear out, components in your home should last a reasonable length of time (assuming you give them proper 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.
8. COMMON ELEMENTS – If your new home is part of a multi-family development, the common elements should be in the same clean and completed condition as your unit. This includes entries, common hallways, common utility and service areas.

WHAT YOUR HOME HAS A RIGHT TO EXPECT FROM YOU:

1. 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. Concrete surfaces should be free of salts (for ice), other de-icing 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.
3. Structural alterations to the home must be performed by professionals who understand the load bearing requirements of the change. One of the many reasons that local municipalities require permits for building alterations is to ensure that the structural integrity of the home is maintained.
4. In many cases, the seal around doors and windows is caulk. This material will require annual inspection and any replacement after one year.
5. Since the mechanical systems of your home were designed for normal usage, placing unreasonable demands upon them will create 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 upon pipes or showerheads because they can break. Some devices must be cleaned periodically (e.g., AC filters) so that they can do what they were designed to do.
6. 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.
7. Instructions for care and maintenance are included with many components of your home, including finished flooring, appliances and air-handling equipment. By following these instructions, you will extend the life of these components.
8. The common areas require the same care and maintenance as your home. Although your Homeowner or condo association may be responsible for maintenance, all residents should strive to keep these areas clean and usable.

Moxley Manual

The Homeowner should read the Moxley Manual in its entirety in order to understand the protection provided, the exclusions that apply and the performance standards which determine coverage in each case.

The Manual

The Moxley Manual 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 Moxley Homes at the date of closing. The existence of a Covered Defect does not constitute a breach of this Plan; however, Moxley Homes will repair or replace the item to conform to the Performance Standards. This Plan is not an insurance policy, nor a maintenance agreement, but a description of what the Homeowner has a right to expect in terms of warranties.

This Plan is provided to the original purchaser of the home who uses the home as their primary residence only.

One Year Coverage – Moxley Homes 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 (1) year after the closing date.

Notwithstanding anything to the contrary set forth above, the warranty on common elements associated with a multi-family condominium building begins to run on the closing date of the first unit sold/rented in each building. For a definition of common elements see your condominium or other relevant documents.

If a defect occurs in an item covered by this Plan, Moxley Homes will repair or replace it to conform to the Performance Standards. In the case of defects in Structural Elements, Moxley Homes 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 Moxley Homes. Moxley Homes will repair or replace surfaces, finishes and coverings that require removal in order 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. Moxley Homes 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.

Moxley Homes will assign to you, the Homeowner, warranties for particular appliances and equipment furnished by the manufacturer/supplier. Moxley Homes 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/supplier. In the unlikely event that the manufacturer/supplier is not responsive to the request, Moxley Homes will assist the Homeowner in contacting the manufacturer to obtain the necessary repairs or replacements from the manufacturer/supplier.

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

Moxley Homes reserves the right to use its judgment in determining the most appropriate method of repairing defects. Moxley Homes has the choice to repair, replace or pay the reasonable cost to repair or replace warranted items which do not meet Performance Standards and are not excluded in the limited warranty. Moxley Homes’ offer to resolve an issue for which it bears no responsibility under this Plan 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 document or any applicable statutes of limitation or repose.

Conditions

- (a) This limited warranty provides coverage only in excess of coverage provided by other warranties or insurance, whether collectible or not. Any other applicable warranty coverage will be considered primary, and you must first seek coverage under such primary warranty.
- (b) This limited warranty shall be interpreted and enforced in accordance with the laws of the state in which the home is located.
- (c) This limited warranty is separate and apart from your contract and/or other sales agreements with Moxley Homes. It cannot be affected, altered or amended in any way by any other agreement which you may have.
- (d) This limited warranty cannot be modified, altered or amended in any way except by a formal written instrument signed by you and Moxley Homes.
- (e) If any provision of this limited warranty is determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.
- (f) All notices required under this limited warranty from must be in writing and sent by email to **customercare@moxleyhomes.com**. The written notice will not be considered received without a valid confirmation of receipt from Moxley Homes.
- (g) If actions by Moxley Homes on any obligation under this limited warranty are delayed by an event beyond its control, such performance will be excused until the delaying effect of the event is remedied. Such events include, but are not limited to, acts of God, acts of a common enemy, war, riot, civil commotion or sovereign conduct, outbreaks of contagion or disease, mandated closures or suspensions of operations, or acts or omissions by you or any other person not a party of this limited warranty.
- (h) If Moxley Homes fails to complete any part of the home that is reasonably foreseeable to cause damage to the home, then it is your responsibility to complete such parts of the home in order to mitigate damages that may result from such failure. If you fail to complete the work, then any resulting damage is not covered under this limited warranty.
- (i) Costs incurred for unauthorized repairs to warranted items are not reimbursable. Written authorization prior to incurring expenses must be obtained from Moxley Homes.
- (j) Whenever appropriate, the use of one gender includes all genders and the use of the singular includes the plural.

- (k) Under this limited warranty, Moxley Homes is not responsible for exact color, texture or finish matches in situations where materials are replaced or repaired, or for areas repainted or when original materials are discontinued.
- (l) You are responsible for establishing a written, final walk-through inspection list of items in need of service prior to occupancy or closing, whichever is first. This list must be signed and dated by you and Moxley Homes. Keep a copy for your records.

Warranty Exclusions

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

- (a) LOSS OF, OR DAMAGE TO, ANY REAL PROPERTY WHICH IS NOT PART OF THE HOME COVERED BY THE LIMITED WARRANTY AND WHICH IS NOT INCLUDED IN THE ORIGINAL PURCHASE PRICE OF THE HOME AS STATED IN THE CLOSING DOCUMENTS.
- (b) ANY DAMAGE TO THE EXTENT IT IS MADE WORSE BY:
 - 1. Negligence, improper maintenance, or intentional or improper operation by anyone other than Moxley Homes, its agents or subcontractors, including, but not limited to, damage resulting from rot, corrosion, rust, deferred maintenance, misuse or neglect.
 - 2. Failure by the Homeowner or anyone other than Moxley Homes, its agents or subcontractors to comply with the warranty requirements of manufacturers of appliances, fixtures and equipment.
 - 3. Failure by the Homeowner to give timely notice to Moxley Homes of any defects.
 - 4. Changes in the grading of the ground by anyone other than Moxley Homes, its agents or subcontractors.
 - 5. Changes, alterations or additions made to the home by anyone other than Moxley Homes, its agents or subcontractors after the limited warranty commencement date.
 - 6. Dampness or condensation due to the Homeowner's failure to maintain adequate ventilation.
 - 7. Use of the home for any purpose other than your primary residence.
- (c) LOSS OR DAMAGE WHICH IS COVERED BY INSURANCE OR OTHER WARRANTY, OR FOR WHICH COMPENSATION IS GRANTED BY LEGISLATION.
- (d) LOSS OR DAMAGE THAT THE HOMEOWNER HAS NOT TAKEN TIMELY ACTION TO MINIMIZE OR MITIGATE.
- (e) LOSS OR DAMAGE RESULTING FROM, OR MADE WORSE BY, YOUR FAILURE TO PERFORM ROUTINE MAINTENANCE.
- (f) ANY DEFECT CAUSED BY, OR RESULTING FROM, MATERIALS OR WORK SUPPLIED BY SOMEONE OTHER THAN MOXLEY HOMES, ITS AGENTS OR SUBCONTRACTORS.
- (g) NORMAL WEAR AND TEAR OR NORMAL DETERIORATION.
- (h) LOSS OR DAMAGE NOT OTHERWISE EXCLUDED UNDER THIS PLAN, WHICH DOES NOT CONSTITUTE A DEFECT IN THE CONSTRUCTION OF THE HOME BY MOXLEY HOMES, ITS AGENTS OR SUBCONTRACTORS.

- (i) 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, AIRCRAFTS, VEHICLES, ACTS OF GOD, LIGHTNING, WINDSTORM, HAIL, TORNADO, HURRICANE, MUDSLIDE, EARTHQUAKE AND VOLCANIC ERUPTION.
- (j) 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.
- (k) LOSS OR DAMAGE CAUSED BY SOIL MOVEMENT, INCLUDING SUBSIDENCE, EXPANSION OR LATERAL MOVEMENT OF THE SOIL (EXCLUDING FLOOD OR EARTHQUAKE), WHICH IS COVERED BY ANY OTHER INSURANCE OR FOR WHICH COMPENSATION IS GRANTED BY STATE OR FEDERAL LEGISLATION.
- (l) 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.
- (m) LOSS OR DAMAGE RESULTING FROM THE USE OF THE HOME FOR NON-RESIDENTIAL PURPOSES.
- (n) ANY CONDITION WHICH DOES NOT RESULT IN ACTUAL DAMAGE TO THE HOME, INCLUDING, BUT NOT LIMITED TO, UN-INHABITABILITY OR HEALTH RISK DUE TO THE PRESENCE OR CONSEQUENCE OF ELECTROMAGNETIC FIELDS (emfs), RADON GAS, MOLD, FORMALDEHYDE OR OTHER POLLUTANTS OR CONTAMINANTS; OR THE PRESENCE OF HAZARDOUS OR TOXIC MATERIALS.
- (o) BODILY INJURY OR DAMAGE TO PERSONAL PROPERTY.
- (p) LOSS OR DAMAGE CAUSED BY, OR RESULTING FROM, ABNORMAL LOADING OF STRUCTURAL ELEMENTS BY THE HOMEOWNER, WHICH EXCEEDS DESIGN LOADS MANDATED BY CODES.
- (q) LOSS OR DAMAGE TO WIRING, TO AND BETWEEN COMMUNICATION DEVICES FROM THE SOURCE OF POWER, WHETHER OR NOT CONNECTED TO THE INTERIOR WIRING SYSTEM OF THE HOME. SUCH DEVICES SHALL INCLUDE, BUT NOT BE LIMITED TO, TELEPHONE SYSTEMS, TELEVISION CABLE SYSTEMS, INTERCOM SYSTEMS, COMPUTER SYSTEMS AND SECURITY SYSTEMS. SOURCES OF POWER SHALL INCLUDE, BUT NOT BE LIMITED TO, SERVICE ENTRANCE CONDUCTORS, SWITCHES, OUTLETS, RECEPTACLES AND JUNCTION BOXES.

- (r) LOSS OR DAMAGE RESULTING FROM, OR MADE WORSE BY, MODIFICATIONS OR ADDITIONS TO THE HOME, OR PROPERTY UNDER OR AROUND THE HOME, MADE AFTER THE CLOSING (OTHER THAN CHANGES MADE IN ORDER TO MEET THE OBLIGATIONS OF THIS LIMITED WARRANTY).
- (s) LOSS OR DAMAGE RESULTING FROM, OR MADE WORSE BY, ACTS OR OMISSIONS BY YOU, YOUR AGENTS, EMPLOYEES, LICENSEES, INVITEES; ACCIDENTS, RIOTS, CIVIL COMMOTION, NUCLEAR HAZARDS, ACTS OF GOD OR NATURE, FIRE, EXPLOSION, BLASTING, SMOKE, DROUGHT, WATER ESCAPE, WINDSTORMS, TROPICAL STORMS, HURRICANES, HAIL, LIGHTNING, ICE, SNOW, FALLING TREES, AIRCRAFT, VEHICLES, FLOOD, MUD SLIDES, SINKHOLES, MINE SUBSIDENCE, FAULTS, CREVICES, EARTHQUAKE, LAND SHOCK WAVES OR TREMORS OCCURRING BEFORE, DURING OR AFTER A VOLCANIC ERUPTION, OR MANMADE EVENTS SUCH AS WAR, TERRORISM OR VANDALISM.
- (t) LOSS OR DAMAGE RESULTING FROM, OR MADE WORSE BY, ANY PORTION OF A WATER SUPPLY SYSTEM, PRIVATE OR PUBLIC, INCLUDING VOLUME AND PRESSURE OF WATER FLOW.
- (u) LOSS OR DAMAGE RESULTING FROM, OR MADE WORSE BY, ANY PORTION OF A SEWAGE DISPOSAL SYSTEM, PRIVATE OR PUBLIC, INCLUDING DESIGN.
- (v) LOSS OR DAMAGE RESULTING FROM, OR MADE WORSE BY, QUALITY AND POTABILITY OF WATER.
- (w) LOSS OR DAMAGE RESULTING FROM, OR MADE WORSE BY, DAMPNESS, CONDENSATION OR HEAT BUILDUP CAUSED BY YOUR FAILURE TO MAINTAIN PROPER VENTILATION.
- (x) CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, COSTS OF SHELTER, FOOD, 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. MOXLEY HOMES' LIMITED WARRANTY COVERS THE HOME. PLEASE NOTE THAT THE HOME DOES NOT INCLUDE LANDSCAPING, DRIVEWAYS, WALKWAYS, DECKS, OR PATIOS.

Limitation of Liability

- (a) MOXLEY HOMES' LIABILITY AND OBLIGATIONS ARE LIMITED TO THE REPAIR, REPLACEMENT OR THE PAYMENT OF THE REASONABLE COST OF REPAIR OR REPLACEMENT OF WARRANTED ITEMS, NOT TO EXCEED AN AGGREGATE EQUAL TO THE FINAL SALES PRICE OF THE HOME. THE CHOICE TO REPAIR, REPLACE OR MAKE PAYMENT IS MOXLEY HOMES' CHOICE, AS IS THE METHOD OF REPAIR OR REPLACEMENT.

- (b) ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY, ARE DISCLAIMED AND EXCLUDED TO THE EXTENT ALLOWED BY LAW.

Requesting Warranty Service

Except for emergencies, all requests for warranty service must be submitted to CustomerCare@MoxleyHomes.com. This provides a process for the Homeowner and Moxley Homes to ensure that the warranty process both efficient and effective.

The purpose of our warranty process is to provide you with timely service to deviations from our performance standards. To do this we have developed a system that allows you to submit non-emergency items twelve (12) months after closing. Any emergency item should be submitted at immediately.

EMERGENCY REQUESTS

An emergency is an item that causes major discomfort or could cause major damage to your home. Generally, these are water leaks, hot water systems failures, and/or heating/cooling systems failures.

NON-EMERGENCY REQUESTS MUST BE SUBMITTED TO CUSTOMERCARE@MOXLEYHOMES.COM PRIOR TO THE 12-MONTH BENCHMARK AFTER CLOSING.

Moxley Homes is committed to providing excellence in every facet of the home purchasing experience. To ensure that we are always available we have a dedicated email address at CUSTOMERCARE@MOXLEYHOMES.COM.

If you have questions, concerns, or need information about any aspect of Moxley Homes' Customer Care just send a message to our team at CUSTOMERCARE@MOXLEYHOMES.COM. Our pledge is to respond to your message within one (1) business day.

Ninety (90) days after closing you should submit any items not meeting performance standards described in the Moxley Manual. We request that you not submit cosmetic items such as paint touch-up.

Within twelve (12) MONTHS after closing you should submit any items occurring since your submission including cosmetic items that existed prior to, or at, closing. As before, you should submit such items using CUSTOMERCARE@MOXLEYHOMES.COM. After receipt of your items, a Customer Service Representative will schedule a walkthrough with you to determine if the items submitted are covered by the warranty and agree on a course of action.

Our Warranty Process requires the following steps to ensure we have successfully completed your warranty request:

1. Service Request is submitted to CUSTOMERCARE@MOXLEYHOMES.COM.
2. Customer Service Representative makes an appointment with you, the homeowner, to jointly review and evaluate the request.
3. Second appointment is made to complete service request while the homeowner is at home.
4. Homeowner's signature is required signifying that the service order is complete.

Dispute Settlement

This Warranty also includes mandated procedures for final settlement of disputes, such as arbitration, which will be binding on you, the Homeowner, and Moxley Homes. This Dispute Settlement provision sets forth the exclusive remedy of all disputes or controversies under this Warranty. These disputes may include, but are not limited to:

- (a) Whether a defect exists.
- (b) Whether a defect is covered by Moxley Homes' limited warranty.
- (c) Whether a defect has been corrected as required.
- (d) Whether the Homeowner provided timely notice of the defect to Moxley Homes and/or the Plan Administrator.
- (e) Whether the Homeowner provided a timely request for binding arbitration as required this document.
- (f) Whether an issue should be submitted to binding arbitration.
- (g) Any damages or expenses recoverable by any party.
- (h) Any other claim, demand, dispute, disagreement, problem, between you, the Homeowner, and Moxley Homes concerning your new home.

Any binding arbitration proceeding will be conducted pursuant to the United States Arbitration Act (9 U.S.C. § 1 et seq.) ("the Act") by an independent, nationally recognized, arbitration organization. The rules and procedures followed will be those under the Act, which may be supplemented by the arbitration organization's rules.

The arbitration will determine the homeowner's, Moxley Homes' and (if applicable) the Insurer's rights and obligations under the Moxley Homes' warranty. These rights and obligation include, but are not limited to, those provided to the Homeowner or Moxley Homes by local, state or federal statutes. The award of the arbitrator(s) will be final, binding and enforceable as to the homeowner, Moxley Homes, and (if applicable) the Insurer, except as modified or vacated in accordance with the Act or the arbitration organization's rules. A judgment rendered by the arbitrator(s) may be confirmed, entered, and enforced in any court having jurisdiction.

Each party shall bear its own expenses for the arbitration, including the remittance of an arbitration filing fee which will be paid by the party requesting arbitration. If the Homeowner requests arbitration and the arbitrator(s) finds in the homeowner's favor, the amount the Homeowner advances for an arbitration filing fee will be reimbursed by Moxley Homes.

WAIVER OF JURY TRIAL

To the extent the laws of your state preclude an agreement that requires the parties to submit to binding arbitration, or to the extent a court of competent jurisdiction finds that any claim between Moxley Homes and the Homeowner is not subject to binding arbitration pursuant to the provisions of the Moxley Manual, then Moxley Homes and the Homeowner knowingly waive trial by jury in any action, proceeding or counterclaim brought by either of them in connection with this agreement regardless of the form of the claim(s) made or damages sought. This waiver of jury trial will extend to any third party named in any proceedings by Moxley Homes or the Homeowner.

EXCLUSIVE VENUE

In the event of any disagreement, dispute, claim, lawsuit, legal proceeding or action between the parties, the parties agree that that the exclusive venue for such shall be in the Superior Court of Glynn County, Georgia.

Performance Standards

Section 1: Interior Concrete and Foundation

(a) Concrete Floor Uneven

Interior concrete floors should not vary from flat exceeding 3/8 inch per 48 inches, provided that the deviation is gradual. If conditions outside these tolerances exist, Moxley Homes will repair the floor for a period of one (1) year. Appropriate corrective actions may include any of filling, grinding or use of a floor-leveling compound. Color and texture may vary from original finish. In rooms not initially finished as living areas or where a floor or a portion of a floor surface has been designed for specific drainage purposes, a slope which exceeds 3/8 inch per 48 inches measurement is not a defect.

(b) Concrete Appearance/Finish

Moxley Homes will repair pitting, sealing, and spalling of the surface resulting in the appearance of coarse aggregate below the surface for a period of one year, unless salt or chemicals or your use causes the disintegration of the surface. Moxley Homes may repair the surface by patching or surface coating. Non-structural cosmetic surface flaws may only be repaired or replaced at Moxley Homes' discretion. Color variations are not covered.

(c) Concrete Cracks

Cracks in garage floors, walkways, driveways, patios, and steps that exceed 1/4 inch in width or 1/4 inch in vertical offset, will be repaired, at Moxley Homes' discretion, for a period of one (1) year by filling and patching. The texture and color of concrete may not be matched due to varying conditions and, therefore, the matching of concrete color or texture is not covered by the Warranty.

(d) 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 1/4 inch in width or vertical displacement will be repaired by Moxley Homes for a period of one (1) year. Repair may include filling, grinding, or use of a floor-leveling compound.

(e) 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 will have a tendency to move or crack in the joint area. The installation of expansion and control joints do not guarantee that cracks will not occur. Movement at a control joint in excess of 1/4 inch in width or vertical displacement will be repaired. Moxley Homes will repair excessive movement of greater than 1/4 inch by filling, grinding, or use of a floor-leveling compound for a period of one (1) year.

(f) 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. Moxley Homes will make the necessary repairs and/or provide replacement to the structural elements and related damage, except for areas not constructed by Moxley Homes, for one (1) year. For a period of one (1) year, Moxley Homes will patch any voids in walls caused by any cracks in the foundation that exceed 1/4 inch in width or vertical displacement.

(g) Chalky Deposits [Efflorescence]

Efflorescence is the residue left behind from the drying of concrete and masonry products. This is a normal condition. As concrete cures, water is drawn to the surface where it evaporates and leaves behind leachates (salts and alkaline deposits) on the surface. The Homeowner may remove efflorescence by cleaning with a Tri-Sodium Phosphate (TSP) solution and water. TSP is available at most hardware or paint stores. Efflorescence is not a defect.

(h) Water in Crawl Space

Moxley Homes covers any trickling leaks in the crawlspace of the home for a period of one year. Moxley Homes will eliminate the cause of the leaks; however, humidity, condensation, and problems resulting from grading issues are not covered by Moxley Homes' limited Warranty. Maintaining adequate ventilation and moisture control, including seasonal adjustment of vent openings, is considered Owner maintenance.

(i) Basement Wall Bowed or Out of Plumb

Basement walls should not bow or be out of plumb greater than one (1) inch per eight (8) feet when measured from the base of a wall to the top of the wall. In situations where bowing or out of plumb walls exceed these parameters, Moxley Homes will make corrections for a period of one (1) year by floating the wall. Minor framing imperfections should be expected, and are not a defect.

(j) *Basement Leaks*

Moxley Homes will eliminate the cause of trickling leaks in the basement or crawlspace for one (1) year. Basement leaks caused by landscaping or downspouts installed by the Homeowner, failure of the Homeowner to maintain proper grades, unusual storms and acts of God or other excluded events are not covered. A one-time occurrence may not indicate a defect. You, as the Homeowner, must maintain proper grading around the Home and maintain any surface water control systems installed by builder. Dampness and condensation are normal conditions and are not covered by this limited Warranty.

Section 2: Framing

(a) *Wood or Metal Framed Walls Out of Plumb*

Interior walls should be straight and plumb within one (1) inch per eight (8) feet. Moxley Homes will repair, for a period of one (1) year, any interior wall that is more than one (1) inch per eight (8) feet out of plumb. Minor framing imperfections should be expected, and are not a defect.

(b) *Column or Post Bowed*

Columns and posts, both interior and exterior, should not bow or be out of plumb in excess of 1/4 inch per four (4) feet. Tapered columns and posts should be plumb as measured from the centerline, not to exceed 1/4 inch per four (4) feet; and the tolerance for columns and posts made of rough-sawn lumber should be 1/4 inch per four (4) feet. Moxley Homes will straighten columns and posts that exceed the 1/4-inch per four (4) feet standard for a period of one (1) year.

(c) *Wood Beam Twisted or Bowed*

Subsequent to construction, beams, joints, 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 3/4 inch out of plane within an eight (8) foot section will be repaired for a period of one (1) 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 Moxley Manual's Performance Standards.

(d) *Wood Beam Split*

Beams, joists, and posts will sometimes split as they dry. Some splitting and warping is normal and is caused by high temperature effects on lumber. 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 1/2 inch deep may weaken the wood and will be filled or repaired for one (1) year. Repairs may include additional wood framing to the existing beam/post secured with nails or bolts.

(e) *Wood Floor Out of Level*

The floor should not have a deflection of more than one (1) inch within fifteen (15) feet when framing with joists or more than one (1) inch in ten (10) feet for trusses. Deflections due to overloading by the Homeowner are not Moxley Homes' responsibility. Crowns and other lumber characteristics that meet the manufacturer's or industry's standards for the grade and species used are NOT defects. Moxley Homes will make a reasonable and cost effective effort to modify any floor that does not comply for one (1) year. Measurements for slope will be made across the room, not in a small area.

(f) *Subfloor Uneven*

Moxley Homes, for a period of one (1) year, will correct uneven wood flooring exceeding 1/4 inch within any four (4) foot measurement. Correction may include application of a flexible floor-fill underlayment. Concrete subflooring is covered in Section 1.

(g) *Subfloor Squeaks or Subfloor appears Loose*

Squeaks caused by a loose subfloor may be repaired, but totally squeak-proof floors cannot be guaranteed. Moxley Homes will refasten any loose plywood for or take other corrective action to attempt to reduce squeaking to the extent reasonably practicable without removing floor or ceiling finishes for a period of one year.

(h) *A Wall is Bowed*

Walls should not bow more than 3/4 inch out of line within any thirty-two (32) inch horizontal measurement, or 3/4 inch out of line within any eight (8) foot vertical measurement. Moxley Homes will make a reasonable and cost-effective effort to modify any wall that does not comply for one (1) year. All interior and exterior walls have slight variances in their finish surfaces. On occasion the underlying framing may warp, twist or bow after installation. Minor framing imperfections should be expected, and are not defects.

Section 3: Roof

(a) 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. Moxley Homes will stiffen a structural member of the roof, for a period of one (1) year, if deflection exceeds one (1) inch per twenty (20) feet. Some splitting and warping is normal and is caused by high temperature and other weathering effects on lumber. Splitting and warping caused by storms, high winds or other excluded events are not covered, nor considered a defect.

(b) Asphalt Shingle Buckled or Curled

Asphalt shingle surfaces need not be perfectly flat; therefore, buckling or curling is not covered, nor considered a defect.

(c) 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, Moxley Homes, for a period of one (1) 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, nor considered a defect.

(d) Water Trapped Under Roll Roofing

For a period of one (1) year, Moxley Homes will repair or replace the roofing as necessary to meet the performance standard of water not trapping within the roofing systems.

(e) Gutter or Downspout Leaks

Moxley Homes will repair leaks, for a period of one (1) year, in gutters and downspouts provided proper care is taken by the Homeowner to clear debris, snow, and ice from such systems. You, as the Homeowner, are responsible for keeping gutters and downspouts clean. Gutters may overflow during heavy rains.

(f) Water Remaining in Gutters

When a gutter installed by Moxley Homes is unobstructed by debris, snow, and ice, the water level should not exceed 1 inch in depth in 24 hours after the rain ceases. Moxley Homes, 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. You, as the Homeowner, are responsible for keeping gutters and downspouts clean.

(g) Water Standing on a Low-Sloped Roof Area

Water ponding on a low-sloped roof area should not exceed 1/4 inch in depth for a period of more than twenty-four (24) hours after the rain ceases. Moxley Homes, for a period of one (1) 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, nor considered a defect.

(h) Roof or Flashing Leaks

When properly maintained, the roof and flashing should not leak under normal weather conditions. Moxley Homes, for a period of one (1) year, will repair roof or flashing leaks that occur during normal weather. Roof vents and louvers are designed to keep out wind-driven rain and snow under normal conditions. Leaks caused by debris or ice accumulation are considered part of routine homeowner maintenance and are not covered. Prevention of snow or ice buildup is the Homeowner's responsibility. No action is required if a leak is due to snow or ice accumulation, high winds or driving rains. Substantiation of an active and current leak is your responsibility, as the Homeowner.

(i) 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 two (2) inches. Moxley Homes, for a period of one (1) year, will realign tiles and shingles that are not aligned within two (2) inches. Minor telegraphing of roof sheathing seams and tissues is normal and will vary with weather conditions.

(j) Shading or Shadowing Pattern

Shading or shadowing on roofing material is caused by the differences in product color installed in a specific area. Moxley Homes will attempt to minimize shading deviations by mixing tiles and shingles during installation, but uniform shading or shadowing is not covered, nor considered a defect.

(k) Roof Tile Color Variations

Color fading, color changes, variations of the color hue or physical deterioration of the color 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, and are not considered a defect.

(l) 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, Moxley Homes will attempt to match the texture and color of existing roofing components as closely as possible, but a perfect color match is not guaranteed.

(m) Loose or Cracked Tiles or Shingles

Loose, cracked, or chipped tiles/shingles exceeding 1/2 inch will be repaired by Moxley Homes for a period of one (1) year. Moxley Homes is not responsible for those damaged by the homeowner.

(n) 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 and is not considered a defect.

(o) Roof Tile Efflorescence

Efflorescence is a temporary surface condition that causes 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. Efflorescence will eventually wash away with rain and, therefore, is not covered. It is not considered a defect.

Section 4: Exterior Siding And Trim

(a) Siding Delaminated

Moxley Homes, within one (1) 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. Separated, loose or delaminated siding can be due to improper maintenance and is not considered a defect if due to such improper maintenance.

(b) Siding Bowed/Buckled

Moxley Homes, within one (1) year, will repair any bowed wood, lap siding or cementitious composite lap siding exceeding 1/2 inch per thirty-two (32) inches.

(c) *Siding Joints Separated*

Moxley Homes, within one (1) year, will repair joint separations in siding exceeding 1/2 inch by filling them with sealant except for prefinished siding. Prefinished siding is not covered.

(d) *Gaps Between Siding and Trim*

Gaps between siding and moldings at trim pieces, miter joints or openings should not exceed 1/4 inch. Moxley Homes, within one (1) year, will correct this condition by caulking or repairing the trim or siding.

(e) *Siding Nails Expose Interior Fiber*

Siding nails should not be countersunk to expose the interior fibers of hardboard or cementitious composite siding. Moxley Homes, within one (1) year, will repair such exposure by sealing nail holes with appropriate caulking and repainting.

(f) *Splits or Knotholes in Siding or Trim*

Moxley Homes, within one (1) year, will repair knotholes that expose the underlying sheathing or building paper, splits in exterior siding or trim wider than 3/8 inches by replacing or filling the knotholes, siding or trim.

(g) *Siding Color or Texture Mismatch*

Moxley Homes will attempt 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.

(h) *Siding Finish Faded*

Any colored siding will fade when exposed to the sun. This is a normal condition. Moxley Homes will repair or replace a particular piece of siding that becomes excessively faded (due to simple weather exposure) in contrast to similarly exposed siding for a period of one (1) year. Fading caused by improper maintenance, chemical application or any other reason is not covered.

(i) *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, Moxley Homes, within one (1) year, will repair or replace as necessary.

(j) *Exterior Walls/Siding Material Loose*

Moxley Homes will correct siding materials that become loose or detached for a period of one (1) year unless the problem is the result of an act of God or unusually high winds that exceed the manufacturer's wind limits.

(k) *Siding Stained by Nails*

Moxley Homes, for a period of one (1) year, will touch up or remove siding stains that extend more than 1/2 inch from the nail and are readily visible from a distance of twenty (20) feet or greater. This warranty does not cover semi-transparent stain or “natural weathering” used on the siding.

(l) *Loose Exterior Trim*

Moxley Homes, for a period of one (1) year, will repair trim that has separated from the home by more than 3/8 inches. In cases where trim separation exceeds 3/8 inches, Moxley Homes will reinstall trim, add fasteners or caulk separations. However, this warranty does not cover trim separation caused by acts of God or unusually high winds that exceed the manufacturer’s wind limits. Any separations of 3/8 inches or less are considered routine Owner maintenance.

Section 5: Stucco, Cementitious Finish, Above Grade

Block And Concrete Walls

(a) *Cracks in Stucco/Cementitious Finish/Block/Concrete/ Wood Walls*

Hairline cracks in exterior trim, block, concrete or stucco walls are normal. Cracks in exterior stucco wall surfaces should not exceed 1/8 inches in width. Moxley Homes will repair cracks exceeding 1/8 inches for a period of one (1) year. For unpainted stucco, it is acceptable to use stucco color coat acrylic sealants to fill cracks. Caulking and touch-up painting are examples of acceptable repair methods. Painted surfaces may be repaired using acrylic-latex sealant prior to touch-up painting. Moxley Homes will attempt to match the original stucco texture and color as closely as possible, but a perfect match is not covered by this Warranty. Moxley Homes is not responsible for exact color, texture or finish matches. Hairline cracks are common and are not defects.

(b) *Stucco/Texture/Cementitious Finish Loss*

Texture may become separated from the base stucco layer. Moxley Homes will repair missing stucco texture greater than 3/8 inches for a period of one (1) year. Texture loss beneath the horizontal weep or drainage screed is normal and it is not covered.

(c) *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 is more visible due to the method of application. Inherent inconsistency is to be

expected as with all hand-applied troweled finishes. Moxley Homes will repair deviations, bumps, or voids measuring over 1/4 inch per four (4) feet, which are not part of the intended texture, for a period of one (1) year. During repair, Moxley Homes will attempt to match the original texture as closely as possible, but a perfect match is not covered by this Warranty.

(d) *Stucco Color Mismatch*

Stucco/Cementitious finish is a colored cement product and is affected by the underlying surface, application technique, temperature, humidity, and curing. Moxley Homes will attempt to match stucco/cementitious finish colors as closely as possible, but a perfect match is not covered by this Warranty.

(e) *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 this Warranty.

(f) *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 this Warranty.

(g) *Cracks in Masonry or Veneer*

Cracks in masonry or veneer greater than 3/8 inches in width will be repaired by tuck pointing, patching, or painting. Unless these cracks are controlled with expansion joints, Moxley Homes will repair this condition for a period of one (1) year. Color variations in mortar or brick products are normal and a perfect match is not covered. Some cracks are common through masonry and mortar joints. Cracks less than 3/8 inches in width within mortar joints and in brick products are also a normal condition and are not covered. They are not defects.

(h) *Course of Masonry or Veneer Not Straight*

Courses of masonry or veneer brick should not vary more than 1/4 inch per ten (10) feet. In cases where variation is more than 1/4 inch per ten (10) feet, Moxley Homes, for a period of one (1) year, will replace necessary portions of masonry or veneer brick.

(i) *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, Moxley Homes, for a period of one (1) year, will repair caulking joints in exterior wall surfaces. Any subsequent repair or replacement of caulking is considered part of routine homeowner maintenance and is not covered.

Section 6: Exterior Paint And Finishes

(a) 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 six (6) to eighteen (18) months, depending on outside exposure. Any deterioration is considered part of routine homeowner maintenance and is not covered.

(b) Paint or Stain Fading

All exterior paints and stains exhibit fading when exposed to weather, and fading is a normal condition. Semi-transparent stains diminish with aging and should be reapplied as part of routine homeowner maintenance every six (6) to eighteen (18) months depending on outside exposure. Fading is considered part of routine homeowner maintenance and is not covered by this Warranty.

(c) Exterior Paint or Caulking Peeling/Deterioration

Exterior paints and caulking should not peel or deteriorate for a period of one (1) year. If exterior paint or caulking has peeled or deteriorated, Moxley Homes, for a period of one (1) year, will refinish or repair affected areas.

(d) Mildew or Fungus

Exterior painted or stained surfaces should be free of mildew or fungus. However, mildew or fungus may form on surfaces over time because of moisture. Moxley Homes will correct any visible mildew or fungus growth problems once at closing or first occupancy (whichever comes first). Any subsequent removal of mildew or fungus is considered part of routine homeowner maintenance and is not covered.

(e) Repainting After Repair Work

Repainting, staining, or refinishing may be required because of repair work. Repairs required under this limited 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. Where repairs affect more than fifty percent (50%) of a wall or

ceiling product area, Moxley Homes 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.

Section 7: Wood Decks

(a) Wood Deck Out of Level

Moxley Homes, for a period of one (1) year, will repair wood decking that is out of level more than 1/4 inch per four (4) feet (unless the slope is incorporated in the design).

(b) Imperfections in Wood for Exterior Railings, Spindles, Decks, or Stairs

Wood for exterior railings, decks, or stairs will include imperfections such as knots and checks. Moxley Homes, for a period of one (1) 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 and minor checking are normal, and removal of such imperfections is not covered by this Warranty. Any wood replaced will not exactly match existing wood.

(c) Springy or shaky wood deck

All structural members in a wood deck should be sized and fasteners spaced according to building codes and manufacturer's instructions. Within one (1) year, Moxley Homes will reinforce or modify as necessary any wood deck not meeting such performance guidelines.

(d) Spacing of deck boards not uniform

The spaces on opposite sides of individual deck boards should not vary in average width by more than 1/2 inch. Moxley Homes will, within one (1) year, realign or replace boards to meet this standard.

(e) Railings on wood deck contain splinters

Railings should not contain splinters longer than one (1) inch. In the first year, Moxley Homes will, one time only, repair to remove any such splinters.

(f) Nail heads and screws protrude

Nail and screw heads should not protrude from a wood deck board. Moxley Homes for a period of one (1) year will refasten nails/screws so heads are flush.

(g) A wood deck railing lacks rigidity

Wood deck railings should be attached to structural members in accordance with applicable building codes. For a period of one (1) year, Moxley Homes will repair as necessary any loose railing to meet applicable codes.

Section 8: Site Drainage

(a) *Site Drainage*

Grades and swales have been established by Moxley Homes 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 ten (10) feet of the foundation beyond a twenty-four (24) hour period (48 hours on swales). Standing water beyond the ten (10) foot perimeter of the foundation is not covered by this limited Warranty. You, as the Homeowner, are responsible for establishing and maintaining adequate ground cover. If proper grades were not established initially, Moxley Homes will re-grade the yard or swales for a period of one (1) 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, Moxley Homes 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.

(b) *Ground Settling*

Settling of the ground around the home, utility trenches or other filled areas should not interfere with water drainage. If these areas settle more than six (6) inches and interference does occur, Moxley Homes will fill settled areas affecting proper drainage for a period of one (1) year. Moxley Homes will reinstall displaced plant material and sod that was originally installed by Moxley Homes. Landscape that is altered by the Homeowner voids any Warranty on settlement. If settlement does not exceed six (6) inches, it is the Homeowner's responsibility to fill affected areas. The Homeowner is responsible for establishing and maintaining adequate ground cover.

(c) *Soil Erosion*

Moxley Homes is responsible for protecting slopes and graded hillsides during construction from soil erosion per the "Soils Report" or "Local Jurisdiction." Moxley Homes is not responsible for soil erosion after closing. Proper erosion protection requires the Homeowner to install landscaping groundcovers and deep-rooted plantings to reduce erosions. 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.

(d) Drainage System Failure

Any system installed including french drains, gutter drains, basement drains, and any yard popups are to be maintained by the Homeowner. Failure to maintain, by keeping clean, free of debris, etc. will damage the system and Moxley Homes will have no responsibility for repair.

Section 9: Doors

(a) Door Panel Split

Split door panels should not allow light to be visible through the door. Moxley Homes, for a period of one (1) year, will repair splits in door panels by filling them with wood fillers and refinishing. Splits which do not allow the entrance of elements are considered normal. Maintenance by the Homeowner is always required.

(b) Door Warped

Warping on doors should not exceed 1/2 inch as measured diagonally from corner to corner. If a door has been properly maintained and is not physically damaged, Moxley Homes, for a period of one (1) year, will repair or replace the door with a comparable product if warping exceeds this 1/2 inch standard. Warping that occurs to stain – or lacquer – finished doors that are improperly maintained is the Homeowner’s responsibility and is not covered. Seasonal changes may cause doors to expand and contract and are usually temporary conditions. Such changes are not covered.

(c) Raw Wood Showing on Door Panel

Wooden door panels will shrink and expand because of temperatures and humidity changes and may expose unpainted surfaces at the edges of the inset panel on the door. Any touch-up is considered part of routine Homeowner maintenance and is not covered by this limited Warranty.

(d) Doors Not Operating Properly

Moxley Homes, for a period of one (1) year, will make necessary corrections to doors that fail to operate properly by binding, sticking, not latching, rubbing, or sealing. Seasonal changes may cause doors to expand and contract and are usually temporary conditions. Such changes are not defects.

(e) Bi-Fold and Pocket Doors

Bi-fold and pocket doors should slide without rubbing or coming off their tracks during normal operation. Within one (1) year after closing Moxley Homes, for one (1) time and one(1) time only,

will adjust bi-fold and pocket doors that fail to slide, are rubbing or are coming off their tracks thereby impeding normal operation.

(f) Sliding Patio Doors and Screens

Sliding patio doors and screens should slide without coming off their tracks during normal operation. Moxley Homes, once, during a period of one (1) year, will adjust sliding patio doors that do not slide properly. Some entrance of the elements can be expected under such doors or screens.

(g) 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, Moxley Homes, for a period of one (1) year, will correct or adjust the door as required provided the Homeowner has operated the doors properly. Some entrance of elements can be expected and is not considered a deficiency. If the Homeowner installs a garage door opener, Moxley Homes is not responsible for operation of said door.

(h) Leak Through/Under Garage Door

Under high wind conditions and storms, it is normal for some elements to leak through or under the garage door. Moxley Homes, for a period of one (1) year, will make needed adjustments if the door was not installed per the manufacturer's specifications. Some entrance of elements can be expected and is not considered a deficiency.

(i) Glass scratches and imperfections on Interior or Exterior Doors

Moxley Homes generally follows ASTM specifications, a well-known set of published performance standards. Imperfections in glass can be determined by visual inspection by looking through the window in daylight under normal lighting conditions. The potential imperfection must be in the view plane 90° to the window surface. Imperfections must be detectable from a distance of over ten feet to be considered for repair. These kinds of imperfections will be repaired for a period of thirty (30) days after closing. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to the door.

(j) Exterior Door Has Air Leak

Some air infiltration is usually noticeable, especially during high wind. Daylight may be visible when the door is closed. Moxley Homes, for one (1) year will repair by adjusting the door or weather stripping to meet this performance standard.

Section 10: Windows

(a) 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 this Warranty, Moxley Homes, for a period of one (1) year, will correct or repair windows that fail to operate per the manufacturer's specifications.

(b) 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 (1) year by Moxley Homes. Water leaks at windows or skylights resulting from Homeowner damage, extreme weather, or improper Homeowner maintenance are not covered. Water may become visible in window track and sliding glass door tracks during heavy rains and should drain to the outside of the home. All caulking materials expand and contract due to temperature variation and dissimilar materials. Maintenance of weather-stripping is the Homeowner's responsibility.

(c) 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. Under this limited Warranty, no action on the part of Moxley Homes is required.

(d) Window Scratches and Imperfections

Moxley Homes generally follows ASTM specifications, a well-known set of published performance standards. Imperfections in glass can be determined by visual inspection by looking through the window under normal lighting conditions. The potential imperfection must be in the view plane 90° to the window surface. Imperfections must be detectable from a distance of over ten (10) feet to be considered for repair. These kinds of imperfections will be repaired for a period of thirty (30) days after closing. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to the window.

(e) *Defects*

Moxley Homes, for a period of one (1) year, will replace defective glass when defects, including stress cracks or failed seals in insulated windows, occur.

(f) *Air Infiltration*

Some infiltration around windows is normal especially during high winds. Moxley Homes, for a period of one (1) year, will take necessary corrective action by adjusting windows. Relative to the quality and type of windows, drafts are sometimes noticeable around windows, especially during high winds. It may be necessary for the Homeowner to have storm windows installed to provide a satisfactory solution in high wind areas. All caulking materials expand and contract due to temperature variations. Maintenance of weather-stripping is Homeowner's responsibility.

(g) *Broken glass*

Moxley Homes will repair any broken glass that is reported to us prior to closing or first occupancy, whichever occurs first.

Section 11: Electrical

(a) *Fuses Blow or Circuit Breakers Trip*

Fuses should not be blown, and breakers should not be tripped under normal use. Moxley Homes, for a period of one (1) year, will correct breakers that trip excessively under normal use. Ground Fault Circuit Interrupters (GFCI) are intended to trip as a safety factor. Tripping that occurs under abnormal use is not covered by this limited Warranty.

(b) *Electrical Outlets, Switches, or Fixtures Malfunctions*

Moxley Homes, for a period of one (1) year, will correct outlets, switches, or fixtures that malfunction. The Homeowner should insure the GFCI is reset before reporting a problem. 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. The Homeowner should exercise routine care and maintenance of such systems. Replacement of light bulbs is the Homeowner's responsibility.

(c) *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. Moxley Homes, for a period of one (1)

year, will replace any failed GFCI device that fails to reset as a result of improper installation. The Homeowner is responsible for repairing any device that causes the GFCI to trip.

(d) Malfunction of Low-Voltage Wiring System

In the event of a low-voltage wiring system malfunction, Moxley Homes, for a period of one (1) year, will correct such malfunction.

(e) Ceiling Fan Vibrates

Moxley Homes generally installs ceiling fans in accordance with the manufacturer's specifications, including blade balances. Moxley Homes will repair any defect due to improper installation for a period of one (1) year. Some minor fan wobble cannot be eliminated; therefore, complete elimination of fan wobble is not covered.

(f) Communication Wiring

All wiring and device functions are generally warranted for a period of one (1) year. This Warranty includes the telephone, cable, and alarm systems, and the service panel. Any additions or alterations to the original wiring systems and/or problems resulting from lighting fixture wiring are not covered. Controllers are considered appliances and are not covered under this limited Warranty.

(g) Electrical Outlet Leaks Air

Electrical outlets and switch boxes on exterior walls may allow cold air to flow through. This is normal, and no action is required of Moxley Homes. The Homeowner may elect to install foam insulation pads under switch and outlet plates to decrease drafts.

Section 12: Comfort Control

(a) Cooling System

In cases where the cooling system is not working properly, Moxley Homes, for a period of one (1) year, will take corrective action if the ASHRAE (American Society of Heating, Refrigerating and Air Conditioning Engineers) standards, a published set of industry standards relating to air flow and other heating system issues, are not met. In general temperature should be within five (5) degrees from the thermostat setting. It is the homeowner's responsibility to balance the system as the seasons change.

(b) Heating System

In cases where the heating system is not working properly, Moxley Homes, for a period of one (1) year, will take corrective action if the ASHRAE standards are not met. In general temperature

should be within five (5) degrees from the thermostat setting. It is the Homeowners responsibility to balance the system as the seasons change.

(c) *Condensation Line Clogs*

The Homeowner is responsible for annual cleaning of the condensation lines that extend from the air conditioning coil. Lines that clog are the Homeowner's responsibility after closing. Condensation lines will clog under normal conditions. Continued operation of a drain line requires regular maintenance.

(d) *Refrigerant Line Leaks*

Moxley Homes, for a period of one (1) year, will repair refrigerant lines that leak during normal operation and recharge the air-conditioning unit. Regular annual maintenance is required on the system by the Homeowner.

(e) *Insulation Uneven or Missing*

Thermal insulation is dictated by local codes or state energy guidelines and Moxley Homes will install insulation in accordance with these applicable guidelines. Moxley Homes, for a period of one (1) year, will take appropriate action to correct insufficient insulation installation.

(f) *Ductwork Noise*

When metal is heated and cooled it expands and contracts. The resulting 'ticking' or 'crackling' sounds cannot be avoided. When metal heats and cools, ticking and cracking may occur and are not covered by this limited Warranty. A booming noise caused by sheet metal billowing in or out ("oil canning") will be repaired by Moxley Homes for a period of one (1) year.

(g) *Vibration from Heating or Cooling Equipment*

It is normal for heating/air conditioning equipment to generate noise and vibration. Under this limited Warranty, no corrective action is required to address such conditions.

(h) *Ductwork Separated or Detached*

Moxley Homes, for a period of one (1) year, will reattach any separated or detached ductwork not caused by the Homeowner.

Section 13: Plumbing

(a) *Drainage Problems*

Moxley Homes, for a period of one (1) year, will assume the responsibility for clogged sewers, fixtures, and drains that are the result of defective construction or workmanship. Moxley Homes

is not responsible for clogging resulting from the homeowner's action or the failure of the municipal system or any other cause other than improper installation.

(b) Water in Pipe Freezes

Moxley Homes, for a period of one (1) year, will make necessary repairs to correct plumbing pipes normal anticipated cold weather (except un-drained exterior faucets and sprinkler systems). The Homeowner is responsible for maintaining the house temperature at a minimum of 65° F during cold weather and draining exterior pipes, faucets, and the sprinkler system for protection. Proper winterization of pipes is considered routine maintenance, and the Homeowner should maintain suitable temperatures inside the home.

(c) Water Pipe Noise

Sounds made by water flowing through pipes and by pipe expansion are normal. Some noise can be expected due to the flow of water and pipe expansion. This is not a defect. Rattling or "water hammer" of piping when water is rapidly turned off should not occur. Moxley Homes, for a period of one (1) year, will install anti-water hammer devices at faucets experiencing this problem. Noise caused by ejector pumps and sump pumps while they cycle on and off is normal and are not covered by this Warranty.

(d) Plumbing Leaks

In the event that leaks are found in any piping, faucets, bathtubs, or showers, Moxley Homes, for a period of one (1) year, will repair as necessary. Undrained exterior faucets are not covered under this limited Warranty. The maintenance of caulking and grout to prevent leaks is considered part of routine Homeowner maintenance and is not covered by this limited Warranty. Condensation on pipes is not a leak and is not covered. Malfunction of fixtures generally may be covered under the manufacturer's warranty.

(e) Shower or Tub Flexes or Shower Door Leaks

Excessive flexing in a shower base occurs when the drain assembly moves up or down with normal weight. Moxley Homes, for a period of one (1) 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. Moxley Homes will also for one (1) year fix a shower door that leaks water provided the leak is not due to damage caused by the Homeowner.

(f) *Septic System*

Moxley Homes, for a period of one (1) year, will repair or replace faulty workmanship and materials, necessary to conform with the local code requirements for design and installation only. Freezing, soil saturation, underground springs, water run-off, excessive use and increased water table are among the potential septic system issues not covered by this Warranty.

(g) *Sump Pump or Grinder Pump*

The Homeowner is responsible for maintaining any sump or grinder pumps. Moxley Homes, for a period of one year, will repair or replace any sump or grinder pump if it fails to operate properly.

(h) *Drainage Pipes*

It is normal for drainage pipes to cascade, pop, and drip. Unless it is a leak, Moxley Homes is not responsible for repairing drain pipes that cascade, pop, or drip. As water drains from the second floor to the first, it is common to hear a cascading sound. This is not a defect.

Section 14: Interior Paint And Finishes

(a) *Blemishes on Walls or Ceilings*

Blemishes include nail pops, cracking, or blistering visible on finished walls or ceilings. Moxley Homes, during a period of one (1) year, and for one (1) time and one time only, will repair blemishes, excessive waviness or seams visible under normal lighting conditions in finished areas that are readily visible while standing in a 90° view plane from a distance of six (6) feet. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to a wall. Cracks that occur adjacent to windows from expansion and contraction may be repaired using flexible latex caulking. Under this Warranty, Moxley Homes, for a period of one (1) year, will also repaint the affected areas. Minor seam separations and cracks, and other slight imperfections, are common and should be expected. Minor depressions and slight mounds at nail heads are not defects.

(b) *Repainting After Repair Work*

Repainting, staining, or refinishing may be required because of repair work. Repairs required under this limited Warranty may 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 this limited Warranty. Where repairs affect more than fifty percent (50%) of a wall or ceiling area, Moxley Homes, for a period of one (1) year, will repaint the entire wall or ceiling surface from corner to corner. Where deep base, ultra-deep base paints,

and wall coverings have been installed, Moxley Homes 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. In determining whether Moxley Homes is responsible for repair, the defect must be viewable under normal lighting and seen from a distance of six (6) feet from a 90° view plane. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to a wall. Some minor imperfections, such as overspray, brushmarks, etc., are common and should be expected.

(c) *Drywall Knockdown Finish*

Drywall texture is applied by hand and varies with the technique of the installer. Where a tall wall exists, 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 finishes. Moxley Homes, for a period of one (1) year, will repair deviations, bumps, or voids measuring over 1/4 inch per 4 feet, which are not part of the intended texture. During repair, Moxley Homes will attempt to match the original texture as closely as possible, but a perfect match is not covered by this limited Warranty.

(d) *Minor Cosmetic Scratches, Dents, Gouges, or Carpet or Floor Stains*

Since these types of problems are normally the result of home occupancy, Moxley Homes is responsible for fixing only these types of items as noted on the final home walk through before occupancy.

Section 15: Interior Trim And Moldings

(a) *Interior Trim Split*

Splits, cracks, raised grain, swelling of finger joints, and checking are inherent characteristics of all wood and cannot be avoided. Some separation due to lumber shrinkage is normal and should be expected. Moxley Homes will fix one (1) time and one (1) time only any splits, cracks, or checking that occur in the first year from closing that exceed 1/8 inches.

(b) *Nails Set or Holes Not Filled in Interior Trim*

Nails and nail holes in interior trim should be set and filled. Moxley Homes, once, within one (1) year, will set and fill nails and nail holes in interior trim within finished areas. To qualify, the holes must be visible under normal lighting conditions from a distance of six (6) feet when viewed from

a 90° plane. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to a wall.

(c) 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. Moxley Homes, for a period of one (1) year and one (1) time only, will repair defective joints and gaps exceeding 3/16 inches. Acceptable repair includes filling joints and gaps with wood putty.

Section 16: Flooring

(a) Floor Squeaks or Pops

Moxley Homes will take corrective action to eliminate loose flooring and minimize squeaks on a one-time basis within the first year of the Warranty. However, absence of squeaks is not guaranteed.

(b) Cracked or Loosened Tile, Brick, Marble, or Stone

Moxley Homes, for a period of one (1) year, will replace cracked tiles, bricks, marble, or stone which have detached from a surface unless the defects were caused by Homeowner's use. Moxley Homes is not responsible for discontinued patterns or color variations when replacing tile, brick, marble, stone flooring, or grout. Hollow tiles occasionally occur and are not covered. Hollow sounding marble or tile is not a deficiency of construction and is not covered under this limited Warranty.

(c) Cracks in Tile Joints or in Junctures with Other Material

Cracks in grouting of tile joints commonly result from normal shrinkage. Minor gaps should be expected. Cracks that result in loose tiles or gaps that exceed 1/16 inches shall be repaired by Moxley Homes one (1) time and one (1) time only during the first warranty year. Moxley Homes is not responsible for color variations or discontinued color grout.

(d) Grout or Mortar Joints are not a Uniform Color

After grout has cured, only color variation that is visible from a distance of six (6) feet under normal lighting is considered excessive. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to a wall. Moxley Homes will repair such joints one (1) time and one (1) time only during the first year following closing.

(e) Tile Edges Not Even

When adjacent marble or ceramic tile edges are not even with each other, they cause a deviation called "lippage." Moxley Homes, for a period of one (1) year, will repair lippage greater than 1/8

inches. Any Irregular tiles that are manufactured to be irregular or limestone, adoquin, and Mexican Pavers are not covered by the Limited Warranty. Natural stones are also excluded from this limited Warranty.

(f) *Hardwood floor boards are cupped or crowned*

Moxley Homes, for a period of one (1) year, will correct cups or crowns exceeding 1/8 inches within a three (3) inch span measured perpendicular to the long axis of the wood board length. Cupping or crowning caused by exposure to excessive moisture is not covered as the Homeowner is responsible for maintaining proper house humidity.

(g) *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 3/16 inches and can be seen from a six (6) foot distance under normal lighting, Moxley Homes will repair one time and one time only during the first year following closing. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to a wall. Appropriate measures including filling and pudding.

(h) *Excessive Lippage at Wood Flooring Junctions*

Lippage greater than 1/2 inches is considered excessive. For one (1) year Moxley Homes will repair any wood flooring not meeting this 1/2-inch standard.

(i) *Inconsistency in Finish*

Finish voids or inconsistencies, including peeling, that are visible from a distance of six (6) feet under normal lighting will be repaired by Moxley Homes for a period of one (1) year assuming that the Homeowner has not abnormally used the floor. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to the floor. Prefinished coatings are the manufacturer's responsibility and are not covered under this Warranty.

(j) *Hardwood is Buckled from Subfloor*

Hardwood flooring that has buckled from the substrate will be repaired by Moxley Homes if it occurs in the first year following closing.

(k) *Knots and Color Variation*

Hardwood flooring is a natural product and can be expected to show variations in color, grain, and staining. Excessive knots and color variations should not be present in properly graded wood.

Moxley Homes will replace during the first year following closing, any improperly graded wood only if documented in writing prior to closing.

(l) Hardwood is Splintered or Silvered

Splinters or slivers that occur during the installations are considered excessive. Splinters or slivers will be filled prior to the sanding and finishing. Any splinters that are not filled will be filled for a period of one (1) year in the affected area.

(m) Vinyl Flooring Loosened or Bubbled

Vinyl flooring should not lift, bubble, detach or shrink from the perimeter. Moxley Homes, for a period of one (1) year, will reattach loose or bubbled floor areas or replace floors where shrinkage occurs at the perimeter.

(n) Vinyl Flooring Depressions or Ridges

Depressions or ridges may appear in vinyl flooring because of subfloor irregularities. Moxley Homes will repair subflooring that causes depressions or ridges exceeding 1/4 inches per four (4) feet for a period of one (1) year.

(o) Gaps in Vinyl Flooring Seams

Gaps in vinyl flooring seams should not be visible from a standing position. Moxley Homes, for a period of one (1) year, will repair gaps in seams (sheet goods) or gaps in seams that exceed 1/8 inches.

(p) Vinyl Flooring Nail Pops

Moxley Homes, for a period of one (1) year, will repair nail pops on vinyl flooring that are readily visible from a standing position under normal lighting conditions. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to the floor.

(q) Vinyl Flooring Patterns Misaligned

Vinyl flooring patterns at seams between adjoining pieces should align. Under this limited Warranty, Moxley Homes, for a period of one (1) year, will correct misaligned flooring only if documented in writing prior to closing.

(r) Vinyl Flooring Stains

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

(s) *Carpeting Loose or Wrinkled*

Moxley Homes, for a period of one (1) year, will re-stretch or re-secure wall-to-wall carpeting that has detached or loosened from the point of attachment. Some stretching is normal. The Homeowner should exercise care in moving furniture.

(t) *Gaps in Carpet Seams*

It is normal for carpet seams to show. However, Moxley Homes, for a period of one (1) year, will repair gaps in carpet seams that are readily visible from a standing position under normal lighting conditions. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to the floor.

(u) *Carpet Spots or Fading*

In cases where fading, staining, or discoloration in the carpet occurs because of a carpet defect, the manufacturer's warranty should apply, and the Homeowner should look to such warranty for repair.

Section 17: Cabinets And Countertops

(a) *Gaps Between Cabinets and Ceilings or Walls*

Gaps between cabinets and ceilings or walls should not exceed 1/4 inches. Moxley Homes, for a period of one (1) year, will repair such gaps with caulking, putty, scribe molding or by repositioning the cabinets. Some separation is normal.

(b) *Cabinet Door or Facing Warped*

Moxley Homes, for a period of one (1) year, will repair cabinet doors and drawer fronts that are crooked or warped in excess of 1/4 inches. Seasonal changes may cause warping and may be a temporary condition.

(c) *Cabinet Door Will Not Stay Closed*

Moxley Homes, once, during a period of one (1) year, 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 this limited Warranty.

(d) *Cabinet Door or Drawer Binds*

Moxley Homes, once, during a period of one (1) year, 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 this limited Warranty. Issues beyond this one-year period may be covered by the manufacturer's warranty.

(e) *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. These variations are not covered. Painted cabinets should appear uniform under normal lighting when viewed from a distance of six (6) feet. Cracks in painted cabinets are not covered unless they exceed 1/8 inches. Moxley Homes will touch up or repaint for a period of one (1) year any painted cabinet that exhibits cracks in excess of this standard.

(f) *Cabinet Units are Not Level*

Individual cabinets should not have a deviation of more than 3/16 inches out of level. Moxley Homes will level the cabinets to meet this standard in the first year after closing only if documented in writing prior to closing.

(g) *Cabinet Doors do Not Align When Closed or are Warped*

Cabinet door alignment or warpage not exceed 1/8 inches. Moxley Homes will one (1) time and one (1) time only adjust the doors to meet this performance standard within one (1) year from closing.

(h) *Counter Tops That Are Cracked or Scratched*

Cracks, scratches, or other damage caused by the Homeowner are not covered by this limited Warranty. At the time of closing, all countertops should be free of scratches or cracks visible from a distance of six (6) feet under normal lighting conditions. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to the countertop. Those not meeting the standard will be repaired at that time.

(i) *Countertop Not Level*

Countertops should be no more than 1/4 inches per four (4) feet out of level. If the countertop is more than 1/4 inches per four (4) feet out of level, Moxley Homes, one (1) time after closing, will make appropriate adjustments to the countertops.

(j) *Countertop Delaminated*

Moxley Homes, for a period of one (1) year, will repair delaminated high-pressure laminate countertops that occur as a result of improper installation. Delamination caused by the Homeowner's use is not covered.

(k) *Color Variations in Granite, Marble, Stone, or Solid Surface*

Color variations are normal and acceptable. Moxley Homes, therefore, has no responsibility for countertop color or texture variations.

(l) *Chips in Granite, Stone, Marble, or Solid Surface*

Chips greater than 1/32 inches in width that are present at closing may be considered excessive. Moxley Homes will repair or replace the affected top to meet this performance standard by filling and sanding. Moxley Homes is not responsible for chips that occur after closing.

(m) *Excessive Countertop Lippage of Tile Countertop*

Adjoining tiles, except for materials designed with an irregular height (such as handmade tile), with lippage exceeding 1/8 inches may be considered excessive. Tile not meeting this performance standard and documents in writing prior to closing will be repaired by Moxley Homes.

Section 18: Fireplace And Chimney

(a) *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 this limited Warranty.

(b) *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 improper installation or design, Moxley Homes, for a period of one (1) year, will take appropriate corrective action. Temporary negative draft situations can be caused by high winds, obstructions such as tree branches too close to the chimney; the geographic location of the fireplace, or its relationship to adjoining walls and roof. In some cases, it may be necessary to open a window to create an effective draft. Since negative draft conditions could be temporary, it is necessary that the Homeowner substantiates the problem to Moxley Homes by constructing a fire, so the condition can be observed.

(c) *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 this limited Warranty, no action is required on the part of Moxley Homes.

(d) *Pre-Fab Gas Fireplace*

Moxley Homes, for a period of one (1) year, will repair any defects per the manufacturer's specifications. Cleaning and replacement of embers will be the responsibility of the Homeowner.

(e) *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 two (2) inches thick to minimize cracking. Moxley Homes, for a period of one (1) year, will replace any cracked chimney cap that is less than two (2) inches thick and will fill any crack larger than 1/8 inches with grout to minimize water intrusion.

(f) *Chimney Separation*

Newly built chimneys will often experience slight amounts of separation. Chimneys should not separate more than 1/2 inches in ten (10) feet from the attached structure. If a separation exceeding 1/2 inches from the attached structure does occur, Moxley Homes, for a period of one (1) year, will determine the cause and correct the problem.

(g) *Gas Log Placement and Cleaning*

To avoid sooting, gas logs must be installed, maintained and cleaned according to the manufacturer's instructions. Moxley Homes is not responsible for sooting that occurs due to the Homeowner's failure to place or clean logs properly after closing.

Section 19: Landscape

(a) *Plants, shrubs, and trees*

Due to regional variances in temperature and terrain, Moxley Homes does not warrant the survival of plants, trees, and grass. Unlike manufactured materials, plant material is subject to factors beyond Moxley Homes' control. This condition is consistent with general industry practice as set forth in "Residential Construction Performance Guidelines" published by the National Association of Home Builders. Moxley Homes does warrant that plants, shrubs, trees, and sod planted by Moxley Homes will be alive at closing. Moxley Homes one time only will replace dead landscaping only if documented in writing prior to closing.

(b) *Tree stumps*

Moxley Homes will remove any tree stumps that are on the property prior to closing.

(c) *Grass*

If grass seed is sown, it will be sown per the manufacturer's instruction, but germination is not guaranteed. Sod will be alive at closing but as noted above, survival is not guaranteed. Spotting or weeds that occur after closing are the Homeowner's responsibility.

(d) *Existing trees*

Special care is taken to preserve existing trees during construction; however, Moxley Homes does not guarantee their survival and is not responsible for their removal. Any tree endangering the home will be removed prior to closing unless the Homeowner agrees otherwise.

(e) *Sprinkler system*

If Moxley Homes installed a sprinkler system with your home, it is warranted for one (1) year for material and workmanship provided the Homeowner performs routine cleaning, maintenance and adjustment of sprinkler heads. Also, you are responsible for shutting down and winterizing the system before freezing temperatures result in broken lines. Failure to winterize the system voids the warranty. If your home is purchased in the Summer, Fall or Spring months, then you need to contract with an irrigation company to winterize your system. If your home is purchased during the winter months, your system will already be winterized to avoid freezing prior to closing. Moxley Homes will one (1) time unwinterize your system at the appropriate time of the year by reinstalling the backflow preventer and ensuring that your system is operating correctly. Please contact your Moxley Homes to schedule a time for the irrigation contractor to unwinterize your system. Moxley Homes will only be responsible one (1) time for winterizing your system and this is only applicable if your system is already winterized prior to closing. Also, the Homeowner is responsible for backflow testing required by the water authority. Multiple water companies require annual testing of your backflow preventor. All water companies are different, but most notify you in writing and ask you to have a backflow certification test performed by a licensed irrigation contractor of your backflow preventor. Moxley Homes is not responsible for backflow testing and it is the Homeowner's responsibility to contract with a licensed professional to do so.

(f) *Soil erosion*

Soil erosion due to acts of God or other conditions beyond Moxley Homes' control is not warranted.

(g) Maintenance

The key to successful landscaping is Homeowner attention and maintenance. Companies specializing in landscape maintenance can be of help to you. Moxley Homes is not responsible for such maintenance.

Section 20: Driveways And Exterior Concrete Surfaces

(a) Asphalt Driveways

For a period of one (1) year, asphalt driveways containing cracks exceeding 3/8 inches will be repaired by Moxley Homes and Moxley Homes will repair any depression which retains water in excess of one (1) inches deep caused by settlement. Extreme heat will cause indentations and surface deterioration if cars or trucks are parked for long periods of time in the same location. These indentations caused by the long-term parking of cars or trucks are not covered by this Warranty.

(b) Masonry (Brick) Driveway Settlement/Shifting

Some settling of the masonry driveways should be expected. In cases where there is 3/8 inches or greater settlement or shifting, Moxley Homes, for a period of one (1) year, will repair by resetting pavers.

(c) 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 this limited Warranty.

(d) Cracks/Chips in Masonry Driveway

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

(e) 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 this limited Warranty and will not be repaired by Moxley Homes.

(f) Surface Scaling in Exterior Concrete

Surface scaling in exterior concrete can result from salt and chemicals used to treat roads. Unless more than seventy-five (75%) of the surface is affected, scaling is not covered under this Warranty. In cases, where more than seventy-five (75%) of the surface is affected, Moxley Homes, for a period of one (1) year, will repair using applicable methods.

(g) Concrete Settling

Garage floors, concrete walkways, patios and steps should not settle, heave or separate from the house structure in excess of one (1) inches. In cases where this occurs, Moxley Homes will repair damaged portions of the concrete, using methods at the Moxley Homes' discretion, for a period of one (1) year.

(h) Water Ponding on Exterior Concrete Surfaces

After a normal rain ceases, water ponding should not exist on concrete surfaces for more than twenty-four (24) hours that exceeds 3/8 inches in depth. In the event that water ponding exists beyond the twenty-four (24) hour period. Moxley Homes will take corrective action for a period of one (1) year.

(i) Common Area Sidewalks

Community sidewalks are not covered by this limited Warranty. Please refer to the community governing documents for details on sidewalk maintenance and repairs.

(j) Exterior Concrete Paver Surfaces

Surface variances greater than 1/2 inches per four (4) feet will be repaired for a period of one (1) 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 this limited Warranty.

(k) 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. Moxley Homes will repair cracks exceeding 1/2 inches or vertical displacement by filling, patching, or grinding for a period of one year following closing.

Section 21: Outdoor/Indoor Pools

Pools have many parts and components and are not warranted by Moxley Homes. Warranty coverage may be available from a third-party pool contractor, if applicable.

Section 22: Appliances

(a) Chipped or Scratched Appliances

Scratched or chipped finishes on porcelain, glass, or other surfaces on laundry, kitchen, or bar appliances that occur after closing are not covered by this limited Warranty. Any finish defects must be noted in the final walk through prior to closing. To be considered a defect, such condition must be visible from a distance of six (6) feet under normal light conditions. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to the appliance. Defects so noted will be repaired by Moxley Homes.

(b) 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.

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