

Texas Premier Homes LIMITED BUILDER'S WARRANTY COVERAGE

AIR CONDITIONING LIMITED WARRANTY:

Performance

When air conditioning is included in the home, the system should be capable of maintaining a temperature of 78 degrees or a differential of 20 degrees from the outside temperature, measured in the center of each room at a height of five (5) feet above the floor. Lower temperature settings are often possible but are not promised by the manufacturer for Texas Premier Homes.

Refrigerant

The outside temperature must be 70 degrees or higher for refrigerant to be added to the system.

Compressor

It is important to maintain the A/C compressor in a level position. If it "settles" during the first year, Texas Premier Homes will correct this one time. Subsequently, the homeowner must maintain it.

APPLIANCES LIMITED WARRANTY

Review all literature provided by the manufacturer regarding the proper use and care of the appliances. Kitchen appliances are warranted directly to you by their manufacturers. Usually this warranty is for one year. Refer to literature on each appliance for details and limitations.

Registration

Mail warranty registration cards directly to the manufacturer.

Service

If a problem arises with an appliance, call the Warranty Service number listed in the MANUFACTURER'S WARRANTY. When reporting warranty items to the appliance manufacturer, be prepared to supply the following information.

1. The date of purchase (closing).
2. The serial and model numbers (found on a metal plate on the side or bottom of the appliance).
3. A description of the problem.

CABINETS LIMITED WARRANTY

Cabinets should operate properly under normal use. Doors, drawer fronts and handles should be level and even.

Warping

Warped doors or drawer fronts will be corrected if warpage is in excess of 1/4" within and 24" distance.

Separation

Gaps between cabinets and ceiling or cabinets and walls will be corrected by caulking or other means if they are in excess of 1/8" (locations behind appliances expected).

Wood Grain

Readily noticeable variations in wood grain and color are expected in all style selections. Replacements will not be made due to such variations.

Surface Damage

Only those chips, scratches, and other flaws in surfaces which are noted at Buyer Orientation will be repaired.

CAULKING LIMITED WARRANTY

Caulking is a Homeowner maintenance item.

CERAMIC TILE LIMITED WARRANTY

Cracked, badly chipped or loose tile will be repaired or replaced, as necessary unless due to damage by Homeowner. Texas Premier Homes is not responsible for variations in color or discontinued patterns. New grout may vary in color from the original. Cracks appearing in grouting of ceramic tile at joints or junctions with other materials are commonly due to normal shrinkage conditions. Texas Premier Homes will repair grouting, if necessary, one time during the first year. Texas Premier Homes is not responsible for color variations in grout or discontinued tile. Any grouting or caulking that is needed after that time is considered Homeowner maintenance. (refer to Caring for Your Home)

CONCRETE LIMITED WARRANTY

CONCRETE IS NOT WARRANTED AGAINST CRACKING. FLATWORK IS NOT WARRANTED. CONCRETE SLABS ARE NOT REPLACED DUE TO CRACKING.

Cracking Flatwork

Flatwork includes garage floors, porch, patio, driveway and sidewalks.

Walk, Garage Slab, Driveway

Driveways, walks and patios are designed to “float”; they can move without affecting the foundation. Movement of these and resulting cracking will be minimized by proper maintenance of landscaping. Texas Premier Homes will seal cracks that reach ¼” in width or vertical displacement one time during the first year. Thereafter, this is Homeowner maintenance.

Settling or Heaving

Moderate settling, heaving and/or cracking of porch or patio slabs can require cosmetic repairs, which Texas Premier Homes will provide one time during the warranty period.

Grade Changes

If Homeowner changes to grading, drainage, landscape design or failure to perform needed maintenance has caused the damage, corrective measures will be suggested, but you will be responsible for their implementation. Cracking of the thin mortar finish over exposed foundation walls is not warranted.

CONDENSATION LIMITED WARRANTY

There is no warranty against condensation.

COUNTERTOPS LIMITED WARRANTY

Separation

Separation of countertops at walls and the backsplash are the result of normal shrinkage materials. Separation at the wall or at the counter in excess of 1/16” will be required by caulking and subsequently will be a Homeowner responsibility. It is important to keep moisture from reaching the wood under the granite to prevent warping.

Cosmetic Damage

Any major surface imperfections, chips, cracks, scratches, etc., should be noted on the Home Owner Orientation. Thereafter, they are considered the Homeowner’s responsibility.

Hard Surface

Where backsplash joints occur at corners, the top edges should be even within 1/16”.

Ceramic Tile

Cracks appearing in grouting of ceramic tiles at joint or junctions with other materials are commonly due to normal shrinkage conditions. Texas Premier Homes will repair grouting, if necessary, one time during first year. Any grouting or caulking that is needed after that time is considered Homeowner maintenance. (Refer to Caring for Your Home on our website)

Texas Premier Homes will repair stress-cracked tile one time within the first year, but is not responsible for color variations or discontinued tile or grout. Sealing tile and grout is a Homeowner responsibility.

DOORS LIMITED WARRANTY

Due to normal settling of the home, doors may require adjustment for proper fit. Texas Premier Homes will make such adjustments one time during the first 12 months.

Chips or other damage in the finish, noted at the Homeowners Orientation will be repaired. Doors (excluding 8' doors) that warp in excess of 1/4" will be replaced or repaired at Texas Premier Homes' discretion.

Panels of wood doors will shrink or expand in response to changes in temperature and humidity. Touch-up paint or stain for unfinished areas that are exposed as a result are a Homeowner responsibility. Split panels that allow light to be visible will be corrected by Texas Premier Homes by filling (not replacing) during the first year of ownership.

DRYWALL LIMITED WARRANTY

Some slight cracking, nail "pops" and/or drywall seams may become visible in walls and ceilings. These occurrences are normally caused by the shrinkage of the wood to which the drywall is attached. Texas Premier Homes will repair shrinkage damage to drywall one time within 12 months of closing.

Lighting Conditions

Repairs will not be made on flaws which are only visible under particular lighting conditions.

Repainting

If the drywall repair is required as a result of poor workmanship (such as blisters in tape), or other warranty-based repair (such as a plumbing leak), Texas Premier Homes will touch up the paint to complete the repair of the damaged area. Homeowner will be responsible for custom paint colors or wallpaper that has been applied subsequent to closing. Paint touch-up may not match surrounding area; wallpaper dye lot variations will be the responsibility of the Homeowner.

ELECTRICAL LIMITED WARRANTY

Any electrical wiring that fails to carry its designed load will be repaired to meet specifications.

Light Bulbs

Light fixtures are installed in the locations indicated on the house plans and will not be moved by Texas Premier Homes. All fixtures are installed with 60-watt light bulbs or specified decorator bulbs. The Homeowner is responsible for replacing any burned out bulbs other than those listed at the Homeowner Orientation.

Fixtures

Fixtures which are noted as damaged at Homeowner Orientation will be repaired or replaced. There is no warranty on fixtures supplied by the Homeowner.

GFCI Breaker

The Ground Fault Circuit Interrupter (GFCI) is required by building code as a safety feature. The electrical outlets in all bathrooms, the garage, entry, kitchen, and patio are connected to this breaker. It is a sensitive system that trips easily to prevent electrical shock in these locations.

The test/reset buttons (located on only one of the outlets on the system) control the entire system.

NOTE: DO NOT PLUG A FOOD FREEZER INTO ANY OUTLET ON A GFCI CIRCUIT. FOOD SPOILAGE CAN RESULT!! Texas Premier Homes IS NOT RESPONSIBLE FOR SUCH AN OCCURRENCE.

Power Surge

Power surges are the result of local conditions beyond the control Texas Premier Homes. These can result in burned out bulbs.

EXPANSION & CONTRACTION LIMITED WARRANTY

The Limited Warranty does not cover these occurrences. Refer to individual categories for specific information.

EXTERIOR BRICK LIMITED WARRANTY

Exterior masonry may have chips, irregular surfaces, color variations, etc. which occur during manufacturing and/or handling. Unless conditions affect the structural integrity of the home, they will not be repaired.

FIREPLACE LIMITED WARRANTY

Fireplaces are not intended to be the sole heat source in the home. The fireplace should function properly when Texas Premier Homes' and the manufacturer's directions are followed.

Down Draft

Although extremely high winds can result in a down draft, this condition should be temporary and occasional. The cause of continuous malfunction will be determined and corrected.

Discoloration

Discoloration of the firebox or brick is the normal result of use and requires no corrective action.

Cracks

Mortar style fireplaces may develop cracks due to temperature changes and other factors.

Chimney Separation

A slight separation in a newly constructed chimney may occur. Separation from the main structure in excess of ½” in 10” will be repaired; caulking is acceptable in the majority of cases.

Exterior Masonry

Exterior masonry may have chips, irregular surfaces, color variations, etc., which occur during manufacturing and/or handling. Unless such conditions affect the structural integrity of the home, they will not be repaired.

FLOOR COVERING LIMITED WARRANTY

Color selection sheets provide a record of the brand, style, and color of floor coverings in your home. Please retain this information for future reference.

Carpet

Carpet seams will be visible. No gap or fraying is acceptable. Edges of carpet along moldings and edges of stairs should be held firmly in place.

In some areas, metal or other edging material may be used where carpet meets another floor covering.

Stains or spots noted on the orientation list will be corrected by cleaning, patching, or replacement. Texas Premier Homes will not be responsible for dye lot variations if replacements are made.

Hardwood Floors

Readily noticeable cosmetic defects noted at Homeowner Orientation will be corrected by Texas Premier Homes. Homeowner is responsible for routine maintenance of hardwood floors.

Ceramic Tile

See Ceramic Tile under Counter Tops Limited Warranty.

GARAGE OVERHEAD DOOR LIMITED WARRANTY

The garage door should operate smoothly and with reasonable ease. The door can become misaligned and require adjustment, which Texas Premier Homes will provide.

Light Visible

Garage overhead doors cannot be airtight and typically light will be visible around edges and the top of the door. Severe weather conditions may result in some precipitation entering around the door.

GRADING & DRAINAGE LIMITED WARRANTY

The final grading is established to insure adequate drainage away from the home.

Swales

In most cases, drainage swales do not follow property boundaries. Texas Premier Homes will not alter drainage patterns to suit individual landscape plans. Typically a lot will receive water from and/or pass water on to other lots.

For this reason, Homeowner changes in grade often affect those adjacent or nearby. Texas Premier Homes advises Homeowners against making such changes. After rainfall, water should drain from swales within 48 hours.

Roto-Tilling

Homeowner is cautioned that roto-tilling the site will often significantly change drainage swales, as will erosion resulting from site remaining unlandscaped for a long period. If roto-tilling is done, it should be done parallel to the swales rather than across them.

Erosion

Texas Premier Homes is not responsible for weather caused damage to unlandscaped yards after the final grade has been established or the closing date, whichever occurs last. Washouts from roof water are not covered by the warranty.

New Sod

New sod installation and the extra watering that accompanies it can cause temporary drainage problems, as can usually severe weather conditions. No action by Texas Premier Homes is provided for this condition.

Recommendations

Texas Premier Homes will inspect problems reported in writing during the one-year warranty period and advise Homeowner as to corrective actions he/she might take.

Backfill Settlement

Backfilled or excavated areas around foundation and at utility trenches should not interfere with the drainage away from the house. If these areas settle Texas Premier Homes will correct them one time.

Under Concrete

Texas Premier Homes will fill visible sunken areas under concrete.

Positive Drainage

Maintenance of positive drainage away from the foundation as well as all concrete slabs and walks is a Homeowner responsibility.

Failure to maintain these areas can result in damage to the foundation and void the LIMITED WARRANTY. Homeowner should expect some settling of backfill soils.

HEATING SYSTEM LIMITED WARRANTY

Engineering

Heating systems will be installed in accordance with local building codes, as well as engineering designs of the particular model home. Adequacy of the system is determined by its ability to establish a temperature of 70 degrees, as measured in the center of the room, five (5) feet above the floor. In extremely cold temperatures (10 degrees below or colder), the system should be able to maintain a temperature differential of 80 degrees. Thermostats are calibrated to plus or minus 5 degrees.

Furnace Sounds

Expansion or contraction of metal ductwork will typically result in some ticking or popping sounds. It is not possible to eliminate these sounds. Loud “oil canning” will be corrected by Texas Premier Homes.

Ductwork

Although the heat system is not a “sealed system”, the ductwork should remain attached and securely fastened. If it becomes unattached, Texas Premier Homes will repair as needed.

Registers

Heat register covers are removable and adjustable. Homeowner is responsible for adjusting the dampers in these covers to regulate the heat flow within the home. In particular, attention is drawn to the fact that rooms further away from the furnace will need to have vents opened more.

Duct Placement

The exact placement of heat ducts may vary slightly from those positions shown in similar floor plans.

INSULATION LIMITED WARRANTY

Insulation will be installed to meet or exceed the building codes applicable at the time of construction.

MIRRORS LIMITED WARRANTY

Damage to mirrors noted during the Orientation will be corrected. There is no other warranty coverage on mirrors.

PAINT & STAIN LIMITED WARRANTY

Texas Premier Homes will touch-up paint as indicated on the Homeowner orientation list.

Touch-up

Homeowners will be responsible for all subsequent touch-ups unless provided as part of another warranty repair. Homeowners will receive a sample of the interior paint used for subsequent touch-ups. This paint should be stored so as not to be affected by freezing temperatures.

Touch-up Visible

Paint touch-ups are sometimes visible under certain lighting conditions. For additional details on touch-ups needed as a result of repairs, see individual categories of Drywall, Plumbing, etc.

Wood Grain

Due to wood characteristics, color variation will result when stain is applied. There will be no repair or replacement on such variations.

Fading

Fading of exterior paint or stain can be expected due to the effects of sun and weather. No repair is provided for this occurrence.

Cracking

Wood trim will develop some minor cracks and raised grain as it ages and dries. Much of this will occur during the first year. Raised grain can result in peeling paint; however, this is not due to a defect in materials or workmanship. Paint maintenance of wood trim is a Homeowner's responsibility.

Paint Colors

Wood trim painted white or light colors will more readily show grain and cracks and will therefore require additional maintenance by Homeowner.

PLUMBING LIMITED WARRANTY

All drains and sewer lines should operate freely. Obstructions resulting from construction debris will be corrected by Texas Premier Homes . Texas Premier Homes will correct clogged drains that occur during the first thirty (30) days after closing. Obstructions removed during this time period, which are shown to be the result of Homeowner action, will be corrected at the Homeowner's expense.

Leaks

Texas Premier Homes will repair warrantable leaks in the plumbing system. If a plumbing leak caused by a warranted item results in drywall or floor covering damage, this will be repaired by Texas Premier Homes. No adjustments will be made for secondary damages (wallpaper, drapes, personal belongings, etc.). Homeowner insurance should cover these items.

Noise

Changes in temperature or the flow of the water itself will cause some noise in the pipes. This is normal and requires no repair. Consistent "water hammer" will be repaired. Temperature variations can be expected if water is being used in more than one location of the home.

Cosmetic Damage

Any fixture damage noted on the Orientation list will be repaired. Chips, scratches, etc., reported subsequent to the Orientation list will not be repaired. Homeowner is responsible for the following manufacturer's directions for caring for fiberglass products.

Exterior Faucets

Outside faucets should be protected during periods of extreme cold. Hoses must be removed after each use. If a hose is left attached, the water that remains in the hose can freeze and expand back into the pipe, causing a break in the line.

Texas Premier Homes will repair any problems with these faucets noted on the Orientation list. Subsequent to Orientation, repairs of broken lines to exterior faucets will be the Homeowner's responsibility.

Shower Doors

Clean shower glass with a window squeegee to prevent water spotting. Some glass cleaners can damage metal shower doorframe finish. Check with the manufacturer for specific recommendations.

SMOKE DETECTOR LIMITED WARRANTY

Texas Premier Homes does not represent that the performance of the smoke detection device will provide the protection for which it is installed or intended. Insurance, if any, must be obtained by the Homeowner.

VENTS LIMITED WARRANTY

Attic ventilation is required by the building codes and therefore cannot be omitted. Occasionally, depending on the force and direction of the wind, rain, or snow will infiltrate through these vents causing spotting on the ceiling.

Texas Premier Homes is not responsible for such weather damage and will not make repairs in these instances.

If Foam Insulation is installed no vents will be present in the attic.

WOOD TRIM LIMITED WARRANTY

Interior

Minor imperfections may be visible. Texas Premier Homes will correct only those defects (i.e., chips, gouges, etc.), noted at Homeowner Orientation. Separation of wood trim from the adjacent material is normal as a result of shrinkage which can require caulking as a repair. This is a Homeowner maintenance responsibility.

Exterior

Damaged trim boards and/or shutters, noted on the Homeowner Orientation list, will be corrected.

Shrinkage

Shrinkage of trim boards will be handled in the same manner as siding.

Raised Grain

Because of the effect of the weather on natural wood, you should expect raised grain to develop. This is normal and not a defect in the wood or paint. White or light colors will more readily show grain and cracks and require more maintenance.