

# GFO Home **Warranty Program**

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2023 – 2024



[gfohome.com/warranty](https://gfohome.com/warranty)

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## GFO HOME, LLC WARRANTY PROGRAM

### I. THE GFO HOME WARRANTY PROGRAM

#### A. INTRODUCTION

With the purchase of your home, GFO Home provides protection and coverage against latent defects found within the home. We designed the Warranty Program specifically to provide our homeowners with continued care and assurance after closing. The warranty issued to you with at closing describes explicit performance standards that GFO Home will meet during the period stated in the specific coverage provisions.

This is a limited warranty that GFO Home provides. The maintenance of your home is your responsibility upon closing. As the owner of your home, you are in the best position to monitor the condition of your residence and to care for your house. The ultimate responsibility for maintaining your home belongs to you.

If you conduct the required maintenance, GFO Home is confident that this service policy will help you enjoy your home completely. As you settle into the home, some minor items may arise. To notify GFO Home of these items within the one (1) year warranty period, please complete the Warranty Service Request form online at [www.gfohome.com](http://www.gfohome.com). Please note it is the homeowner's responsibility to notify GFO Home of your concerns.

#### B. WARRANTY TERMS AND EXCLUSIONS

GFO Home warrants the construction of your home against defects in workmanship and materials in accordance with, and limited by, the provisions described in the GFO Home Warranty section of this Guide. The warranty period will begin on the first day following the closing of the sale:

- One (1) year for workmanship and materials
- Two (2) years for plumbing, electrical, heating, and air-conditioning delivery systems, and
- Six (6) years for latent defects within the foundation of the home.

Any action taken to correct any defect covered by the GFO Home Warranty will not extend the duration of the initial warranty. At the end of the applicable period, the warranty ends.

GFO Home's obligations under the GFO Home Warranty are limited to the repair or replacement of items or parts that do not conform to the performance standards for that item as set forth in the GFO Home Warranty. If no standard

is provided or a condition is not covered, no warranty obligation exists. If an item or part fails to conform to the applicable performance standard, GFO Home will take action to correct the defective condition through a means and/or method of corrective action that would be commonly employed in the homebuilding industry-unless a specific corrective procedure is described in the warranty. In that regard, there is no assurance that replacement materials or corrective work will match existing surroundings in color or texture.

The GFO Home warranty is the only warranty provided by GFO Home that is applicable to your new home purchase. All other warranties are expressly implied. Including but not limited to: all implied warranties of fitness, merchantability, good and workmanlike construction, or habitability are hereby expressly disclaimed. GFO Home further expressly disclaims all warranties that may arise for the components, appliances, or consumer goods contained in your home under the Magnuson-Moss Warranty Act or the regulations publicized there under, or under other state law. You may, however, have other rights under state law other than rights subject to this exclusion.

If you (the homeowner) decide to sell your home for any reason before the one (1) year warranty period has expired, the remainder of the one (1) year warranty terms and obligations Do Not transfer to the new buyer. The only warranty terms and obligations that transfer to the new buyer will consist of the two (2) year Mechanical (Plumbing, Electrical, HVAC), and the six (6) year Structural (Foundation) warranty.

GFO Home is not obligated to schedule or perform repairs/corrections based on the receipt of an inspector's report. Providing a third-party inspection to GFO Home, it's employees, or vendors does not qualify as acceptance or intent to address items listed. GFO Home reserves the right to review and deny any items listed on an inspector's report that do not qualify as a latent defect found within the home based upon the Warranty Program.

In the event of a dispute between you and GFO Home concerning the scope, implementation, or enforceability of the warranty, your rights of dispute resolution are limited to the rights set forth in the arbitration and dispute resolution provisions contained in your sales contract.

## **EXCLUSIONS FROM THE WARRANTY**

GFO Home does not warrant your home against normal wear and tear, normal deterioration, or normal changes which are the results of characteristics common to the materials used.

GFO Home does not warrant your home against cosmetic defects or homeowner damages of any material after closing, which defects include, but are not limited to: dents, nicks, stains, scratches, and other imperfections in appearance.

Only items constructed or manufactured by GFO Home are subject to the warranty provided. For items that GFO Home has not manufactured or built, GFO Home agrees to pass along the manufacturer's warranty without recourse. Please take time after closing to register all of your appliances (including HVAC unit) and materials for the available manufacturer's warranty. GFO Home shall not provide a warranty for these items, or any other items not described as subject to warranty coverage in the GFO Home Warranty.

GFO Home does not warrant your home against consequential or special damages caused by nonconforming items or parts. GFO Home is not responsible for nor will it pay for the cost of shelter, transportation, food, moving, storage, or other expenses associated with or related to any defect or the repair or replacement of any defective design, material, or work.

GFO Home does not warrant any work, repairs, or additions to your home performed by a third-party vendor/contractor. Any alterations, addition, or repairs made by a third-party within the terms of this Limited Warranty will effectively void any applicable warranties. A third-party is defined as anyone other than GFO personnel or the original provider/installer of the materials.

Any failure or substandard condition that is caused by a lack of homeowner maintenance, or by homeowner actions, or conduct to or cause the occurrence at the issue is not warrantable.

Warrantable items not submitted to the Warranty Request page in a timely manner (as the item occurs), especially water leaks, will be considered homeowner negligence and resulting damages unwarrantable.

At no time is GFO Home responsible financially for unwarranted items. If at any time GFO Home issues a warranty request to a vendor on behalf of a homeowner, and no latent defect is discovered or the reported concern is found to be caused by the homeowner, the homeowner will be responsible for vendor compensation. This includes but is not limited to: materials, repair costs (if made), and collateral charges, such as trip charges or service fees.

## II. THE PROCEDURE TO FOLLOW FOR NORMAL WARRANTY SERVICE

After you start living in your home, minor issues covered by the terms of the GFO Home Warranty may appear. If these concerns are not an emergency, you may accumulate a list of warrantable repairs that we can efficiently correct in as few visits as possible within the one (1) year warranty period after closing on your home. Please submit this request for any warrantable issues to GFO Home for the Warranty Administrator to review. If your listed concerns are deemed warrantable, the appropriate vendor or Warranty Technician will be scheduled to complete the request.

To submit a request for warranty service, please complete the Warranty Service Request form online at [www.gfohome.com](http://www.gfohome.com). Alternately, you may mail your request to the below address.

GFO Home, LLC Warranty Service Department

For Austin Communities

8310 N. Capital of Texas Hwy Suite 225  
Austin, TX 78731

For Dallas Communities

1717 McKinney Ave., Ste 1590  
Dallas, TX 75202

The administration of the warranty requires that all requests be submitted in written format, properly logged, and monitored by GFO Home. Our sales, builders, and field personnel do not accept requests. It is imperative to centrally monitor all requests so that we may effectively track completion and improve our overall quality. We prefer that all requests must go through GFO Home's website or through regular mail.

GFO Home created these policies to provide you with an efficient warranty response. We appreciate your compliance, patience, and understanding.

## III. SPECIFIC COVERAGE

### A. STRUCTURAL PROVISIONS

#### 1. Concrete

##### a) Driveways and Patios

Weather fluctuations can cause the ground under driveways and patios to freeze, thaw, and refreeze. The temperature and other weather changes cause the concrete slab to rise and fall. In this time it can create cracking and movement of concrete

driveways and patios. For purposes of the performance standards described in this document, some cracking is to be expected. Control joints have either been cut or tooled into your concrete. This is where we want the concrete to crack so it can be controlled. For driveways and patios, GFO Home's coverage set forth in this warranty should warrant against, and provide for repair with respect to the following for a period of one (1) year after purchase:

Cracks in the driveway that are greater than 1/4 inch in width.

*Acceptable means of warranty compliance for cracks greater than 1/4 inch shall include filling the crack with a flexible concrete caulk..*

Cracks that are greater than 1/4 inch in vertical displacement.

*Acceptable means of warranty compliance for cracks greater than 1/4 inch in vertical displacement could include repair by surface patching or filling the crack with a flexible concrete caulk..*

Driveway and patio slab sections that separate more than 1/4 inch from adjacent sections.

*Acceptable means of warranty compliance for separation greater than 1/4 inch could include repair by surface capping the immediate area in question or filling the crack with a flexible concrete caulk if desired.*

Driveway and patio slab sections that hold water for more than 48 hours following a normally anticipated rainfall.

*Some level of standing water is deemed acceptable. If there is standing water 48 hours after a rain event, a GFO representative will assess.*

Driveway and patio slab sections that exhibit powdering, pitting, or scaling of concrete resulting in exposed or loose aggregate during normal usage.

*Damage caused by salt, chemicals, weather not common to the area, or excessive use is not covered under this warranty.*

## **b) Foundations**

Please be aware that small cracks in foundations are to be expected. As the concrete slab hardens, which is caused by the cement and water forming bonds, some of that water escapes through evaporation. This process will slightly reduce the overall size of the concrete slab and create stress. This stress can lead to cracks in the concrete slab.

GFO Home warrants against, and provides for repair with respect to, the following for a period of one (1) year after purchase:

Cracks in the structural foundation greater than 1/8 inch in width. *Note: This does not include cracks within the underpinning skirt.*

*Acceptable means of warranty compliance will include filling the crack with flexible concrete caulk.*

Cracks occurring in foundation walls that result in dripping or ponding of water.

*Acceptable means of warranty compliance will include the injection of epoxy into the crack or application of hydraulic cement to the crack.*



### **c) Steps, Porches, and Sidewalks**

For steps, porches, and sidewalks, GFO Home's one (1) year coverage set forth in this warranty should warrant against, and provide for repair with respect to, the following for a period of one (1) year:

Cracks in steps, in stoops, and in sidewalks that are wider than 1/4 inch.

*To the extent that cracks exceed this standard, acceptable means of warranty compliance will include filling the crack with a flexible concrete caulk placed into the crack.*

Cracks that are greater than 1/4 inch in vertical displacement.

*Acceptable means of warranty compliance for cracks greater than 1/4 inch in vertical displacement will include repair by grinding the surface or by surface patching.*

Steps, porches, and sidewalks that separate more than 1/2 inch from the house structure.

*Acceptable means of warranty compliance for separation greater than 1/2 inch shall include repair by surface capping the immediate area in question.*

Steps, porches, and sidewalks holding water for more than 48 hours following a normally anticipated rainfall.

*Some level of standing water is deemed acceptable. If there is standing water 48 hours after a rain event, a GFO representative will assess.*

Steps, stoops, and sidewalks that exhibit powdering, pitting, or scaling of concrete in the course of normal usage.

*Damage caused by salt, chemicals, weather not common to the area, or excessive use is not covered by this warranty.*

## **2. Framing**

The lumber used in your new home will continue to dry over the lifetime of your home. The drying will result in some degree of shrinkage, settlement, or consolidation of the framing. However, GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year after purchase:

Finished floors that exhibit ridges or depressions greater than 1/4 inch in a 32-inch measurement

Finished floors that exhibit a differential height in excess of one inch across the width of the room

Interior and exterior walls that bow in excess of 1-inch across the height or width of a wall

Interior and exterior walls that are out of plumb in excess of 1/2 inch measured over eight (8) feet

Interior walls that are out of square in excess of 1/2 inch measured over (32) inches

*Floor squeaks/pops are to be expected and are not covered under warranty. These floor squeaks/pops are caused by internal stresses or thermal expansion and contraction of materials, which are common and not subject to this standard.*

### 3. Insulation

GFO Home's one (1) year coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year after purchase:

Insulation that does not conform to the installation requirements set forth in the manufacturer's specifications and building code requirements in the local jurisdiction in which your home is located.

### 4. Roof and Gutters

For the roof and gutters, GFO Home's one(1) year coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year:

Roof leaks occurring during normally anticipated weather conditions that are caused by defects in materials or improper installation.

Damages to products installed in your home by GFO Home before closing as a direct result of covered leaks occurring during normally anticipated weather conditions, despite previous disclaimers of warranties for consequential and special damages.

*This exception to the exclusion against coverage for consequential damages shall not extend to any other items, including personal property.*

Shingles that come loose as a result of winds less than or equal to 54 miles per hour (Number 10 on the Beaufort Scale)

*To the extent winds less than or equal to 54 miles per hour cause shingles to become loose or detached, acceptable means of warranty compliance include reattachment. Homeowner's insurance may provide coverage for wind damage, including wind damage caused by winds greater than 54 miles per hour, which are not warranted herein.*

Gutters that are free of debris or clogs and hold water in excess of 1/2 inch.

*Acceptable means of warranty compliance under this warranty shall include one service of readjustment during the period of this warranty.*

Gutters that detach or leak as a result of expected weather conditions, but not including overflow of gutters during heavy rains.

*Acceptable means of warranty compliance include reattachment.*

## **B. ELECTRICAL, MECHANICAL AND PLUMBING SYSTEMS**

### **1. Electrical System**

Warrantable repairs for which coverage is provided by GFO Home by the original electrical contractor for one (1) year and two (2) years for certain described defects as hereinafter explained. As with other aspects of your home, your maintenance, beginning the first day you occupy your home, is important. Any additions or modifications to the electrical system will void the warranty on the system if the work is not performed by the original GFO Home electrical contractor during the two (2) year warranty period.

GFO Home's coverage by the electrical contractor set forth in this warranty warrants against, and provides for repair with respect to, the following for a period of one (1) year:

Electrical problems resulting from defects in material or installation.

*Humming or clicking noises resulting from the common internal functions of a ceiling fan are not covered under warranty.*

GFO Home's coverage by the electrical contractor set forth in this warranty warrants against, and provides for repair with respect to, the following for a period of two (2) years

Wiring problems resulting from defects in material or installation.

### **2. Heating, Venting and Air Conditioning (HVAC) Systems**

Coverage provided by GFO Home by the original HVAC contractor for one (1) year and two (2) years for certain described defects. The temperature in second floor rooms and finished lower levels will vary from temperatures in the room or rooms where a thermostat is located. The temperature in rooms over garages will vary due to the unique configuration and location of these rooms and the exposed spaces around such rooms. Any additions or modifications to the HVAC system (including the installation of any aftermarket thermostat) will void the warranty on the system if the work is not performed by the original GFO Home HVAC contractor during the two (2) year warranty period.

GFO Home's coverage by the HVAC contractor set forth in this warranty warrants against, and provides for repair with respect to the following for a period of one (1) year:

A condition of the heating system where it cannot produce a temperature of 70 °F under local outdoor winter design conditions as measured at a point in the center of the room five (5) feet above the floor as further described in the ASHRAE handbook.

*Acceptable means of warranty compliance include the adjustment of the system.*

A condition of the air conditioning system where it is not capable of producing a temperature of 78 °F under outdoor conditions where the temperature is less than 95 °F.

A condition of the air conditioning system where it is not capable of producing a temperature 20 °F cooler than the outdoor temperature where the temperature is more than or equal to 95 °F.

GFO Home's coverage by the HVAC contractor set forth in this warranty warrants against, and provides for repair with respect to the following for a period of two (2) years:

Refrigerant lines that leak, causing a loss of coolant levels.

### 3. Plumbing

Coverage is provided by GFO Home by the original plumbing contractor for one (1) year, and two (2) years for certain described plumbing defects as hereinafter explained. Damage to plumbing fixtures and pipes caused by freezing is not covered under this warranty under any circumstances. Damage caused by freezing should not occur as long as heat is maintained within the home at or above 68 °F, exterior pipes/lines are shut off and drained during periods of freeze, and other reasonable precautions are taken during extreme cold weather.

Your plumbing warranty shall be null and void by additions or modifications to the plumbing system as originally installed if not performed by the original GFO Home plumbing contractor. Failure to immediately file a Warranty Service Request form to GFO Home with regard to leaks that might be covered, shall void any warranty protection provided for damages to products GFO Home installs in your home.

If the cause of a clog in a sewer or other defect in plumbing is determined to be due to homeowner action or negligence, the homeowner agrees to indemnify and hold GFO Home harmless for the cost of requested warranty compliance.

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of thirty (30) days:

Clogging of the sewer occurring as a result of defective installation or construction debris

*Acceptable means of warranty compliance include the unclogging of the line.*

GFO Home's coverage by the plumbing contractor warrants against, and provides for repair with respect to, the following for a period of one (1) year:

Plumbing fittings, valves, fixtures, and faucets that exhibit defects in operation. Noise in plumbing as a result of an air hammer or loose pipes.

*By way of explanation and as an aid to interpretation, noise of flowing water is not to be deemed the result of an air hammer or loose pipes. Normal thermal expansion and contraction noise are not deemed the result of an air hammer or loose pipes. Water may take up to two (2) minutes to get warm at any fixture, provided that the water heater temperature is set properly.*

GFO Home's coverage by the plumbing contractor set forth in this warranty should warrant against, and provide for repair with respect to, the following for a period of two (2) years:

A waste, vent, or water supply line that leaks.

Damages to products that are installed by GFO Home before the closing of your home that occur as a consequence of a covered leak.

*This exception to the exclusion against coverage for consequential damages shall not extend to any other items, including personal property and finishes installed by homeowners.*

## C. DOORS

### 1. Exterior Doors

The difference in temperature between the inside face and outside face of an exterior door will cause some degree of warping.

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year:

Exterior doors that warp greater than the standards provided by the manufacturer and that warp or bind to the extent that they become inoperable.

*Acceptable means of warranty compliance shall include adjustment of the door.*

Exterior doors that are not weather resistant, or that do not latch in the manner for which they were designed.

*Acceptable means of warranty compliance for a failure in weather resistance shall include adjustment of the door. Some air infiltration around exteriors is to be expected and is not deemed a failure in weather resistance.*

Exterior doors require resealing yearly or as needed due to exposure to the elements and sunlight, especially West facing doors, and are not warrantable by GFO Home but are instead homeowner maintenance.

### 2. Garage Doors

Some water will enter the garage around the perimeter of the overhead door. It is also important to note that you should not expect warranty coverage to continue if you add an electric garage door opener. An electric garage door opener changes the door's operation. Therefore, the installation of a garage door opener after closing voids the terms of any coverage provided for overhead garage doors.

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year:

Garage doors that do not provide a weather resistant seal -- as distinguished from water or weatherproof against sun, rain, wind, and snow.

Garage doors that do not operate or function at all.

*Acceptable means of warranty compliance shall include adjustment of the garage door in the event the garage door does not operate.*

### **3. Interior Doors**

You must maintain the proper level of humidity and seasonal temperature in your home as a condition of warranty coverage for interior doors.

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year:

Interior doors that warp, bow, cup, or twist greater than 1/4 inch.

An interior door that does not operate.

*Acceptable means of warranty compliance shall include adjustment. Routine door adjustments are Homeowner Maintenance and not covered under warranty. Please see the Homeowner's Guide for details on how to perform this routine adjustment.*

Laminated doors that exhibit separated veneers.

*Acceptable means of warranty compliance shall include repair by regluing the veneers.*

### **4. Sliding Glass Doors**

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year:

Sliding glass doors that fail to operate or latch in the manner in which they were designed.

*Acceptable means of warranty compliance shall include adjustment. Some air infiltration around exteriors is to be expected and is not deemed a failure in weather resistance.*

## **D. INTERIOR ASPECTS**

### **1. Drywall**

Slight imperfections in drywall are commonplace and are not subject to repair. Also, wood framing expansion often causes nail pops, and except as stated in the following coverage provisions, these items are not warranted. Nail pops on wallpapered walls are not covered. The period of coverage shall end once the walls are painted or wallpapered by the homeowner after closing.

GFO Home will touch up drywall repairs covered by the warranty one (1) time only. The homeowner may select the time but is limited to only one touch-up. We recommend that the homeowner wait and use their one touch-up until closer to the end of the one (1) year warranty period. Waiting will allow the house the maximum time to dry out and settle. GFO Home will not repaint an entire wall or ceiling or room in repairing covered items.

GFO Home's coverage warrants against, and provides a one-time service repair with respect to the following for a period of one (1) year:

Drywall surfaces that exhibit ridges or depressions greater than 1/4 inch in a 32-inch section of wall.

Nail pops on painted walls that break the surface of the drywall.

Drywall cracks that are wider than 1/4 inch.

Drywall corner beads that become detached.

*Hairline cracks in the drywall or on corner beads throughout the home are normal and not covered under this warranty. Acceptable means of compliance include repair of the item and painting the immediate area in which the repair was made. An exact paint match cannot be guaranteed due to the effects of fading and wear on painted surfaces.*

## **2. Fireplaces**

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year:

A fireplace that fails to operate or function as designed by the manufacturer.

*Acceptable means of warranty compliance shall cover the materials and labor for repairs by the manufacturer. Please see the owner's manual for more details or ways to troubleshoot minor problems.*

## **3. Flooring**

### **a) Carpet**

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year:

Carpet seams that exhibit gaps greater than 1/8 inch.

*Acceptable means of warranty compliance for seams in excess of this standard shall include repair by re-seaming.*

Carpet wrinkles that are not the result of a lack of maintenance or extraordinary use or misuse.

*Acceptable means of warranty compliance for covered wrinkles shall be re-stretching the affected area one time and one time only during the period of coverage.*

Carpet loose from its points of attachment.

*Acceptable means of warranty compliance shall be resealing the carpet at its loose point of attachment.*

Carpet that visibly exhibits defects in the materials in the carpet. Not including visible carpet seams.

*Acceptable means of warranty compliance shall be replacement of the affected area in which defects in the material can be seen. In such an event, GFO Home does not warrant an exact match between original and replacement materials due to dye-lot differences. Spotting or fading of carpet are not deemed defects in the material.*

### **b) LVP (Luxury Vinyl Plank)**

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year:

Visible vinyl seam gaps greater than 1/16 inch.

Lifting, bubbling, or ungluing of vinyl flooring.

Depressions or ridges in vinyl flooring that are wider than 3/16" inch over a 10-foot area as measured by a six (6) inch straight edge held firmly to the floor with three (3) inches extending over the depression or ridge.

*Acceptable means of warranty compliance include repair of the affected area only.*

Nail pops that break the surface of vinyl flooring.

*Acceptable means of warranty compliance include repair of the immediate areas or replacement of the immediate affected area with a surface patch.*

### **c) Wood**

Unlike plastic, vinyl, and other synthetic materials, wood varies in color, grain, shade, tone, and sometimes texture. The lack of uniformity in natural wood and the use of this natural material in wood flooring affect the primary aesthetic values of such flooring. Wood is used in construction because it is a natural material. Boards in wood flooring expand and contract during the year due to changes in temperature and humidity. Minor separations between the boards occur as a result of these changes and are a typical characteristic of wood flooring. Minor separations are not covered by warranty.

Other types of problems or aspects of wood flooring that you may perceive to be defects are not warranted. Dents, scratches, scratches from pet nails, or any damage caused by lack of maintenance, misuse, negligence, high heeled shoes, water, sand, abrasives, or furniture are not covered. Damages resulting from excessively high or low temperatures or humidity are not covered, including floor cupping, warping, buckling, swelling, or gapping. Squeaking floors resulting from seasonal changes in temperature and humidity are not covered.

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year:

Material or installation defects.

*Acceptable means of warranty compliance include repairs making the floors conform to manufacturer's standards.*

Cracks within a board or gaps greater than 1/8 inch in width where two boards are adjacent, resulting from a material or installation error.

Cupping of boards that are greater than 1/16 inch in depth within a three (3) inch width as measured perpendicular to the long axis of the board. Cupping of boards caused by temperature and humidity conditions is not covered under warranty.



#### **4. Interior Trim and Molding**

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year:

Joints in moldings or immediately adjacent to moldings that are not greater than 3/16 inch in width.

*Re-caulking of the affected joint once shall constitute warranty compliance.*

Wooden moldings that become detached.

*Acceptable means of warranty compliance shall include repair by resealing the molding.*

#### **5. Kitchens and Baths**

##### **a) Appliances**

Consult product information in the event of defects in appliances. Problems in appliances that are defective may be covered under a manufacturer's or supplier's warranties. GFO Home makes no warranties against defects in appliances installed in the home.

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year. It is necessary for you to contact the manufacturer directly for warranty service repairs:

Problems in appliances caused by defective installation.

*Acceptable means of repair shall include repairs recommended and made by the manufacturer.*

##### **b) Cabinets**

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year:

Cabinet doors that warp more than 1/4 inch under constant conditions of proper humidity.

*Acceptable means of warranty compliance shall include adjustment of the affected door.*

Drawer face warping greater than 1/4 inch under constant conditions of proper humidity.

*Acceptable means of warranty compliance shall include adjustment of the affected face.*

Gaps between cabinets and countertops and an adjacent finished surface greater than 1/4 inch.

*Acceptable means of warranty compliance shall include repair by using caulk or matching filler.*

### **c) Countertops and Vanity Tops**

GFO Home's coverage warrants against, and provides for repair with respect to the following for a period of one (1) year:

Material that is determined to be defective by a representative of the manufacturer or installer.

*Acceptable means of repair shall include filing a claim on behalf of the homeowner to the manufacturer with the assistance of the installer.*

Improper installation.

*Acceptable means of repair shall include repairs recommended and made by the installer.*

### **d) Tile / Grout**

Shrinkage cracks are normal and re-caulking and re-grouting is a maintenance responsibility of the homeowner. Damage to ceramic tile caused by homeowner neglect is not covered by this warranty without regard to the nature of the problem or issue raised. Structural surfaces and finish materials adjacent to tile floors and walls can be severely damaged by leaks caused by grout and tile cracks. Such damages are not covered by this warranty. Other damages that may be the result of a lack of homeowner maintenance are not covered by this warranty.

#### **1) Tile Floors**

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year:

Cracked tiles or loose tiles caused by structural settlement.

*Acceptable means of complete and full warranty compliance shall include one repair made one time only during the warranty period.*

Cracks in tile grout joints, except shrinkage cracks, which are not covered.

*Acceptable means of complete and full warranty compliance shall include one repair made one time during the warranty period.*

#### **2) Tile Walls**

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year:

Cracked tiles or loose tiles caused by structural settlement.

Cracks in tile grout joints except shrinkage cracks, which are not covered.

*Acceptable means of complete and full warranty compliance shall include one repair made one time during the warranty period.*

## 6. Windows

It is the responsibility of the homeowner to verify all windows are freely operating at the time of closing. GFO Home will address any concerns of window operation at that time. GFO Home will not provide warranty or other service to adjust stuck windows after closing, except as stated in the following coverage provisions:

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year:

Defects in material and installation that cause the window to fail to function properly.

Windows that, when fully closed, exhibit a visible crack between the parting stop and the top sash or between the sill and the bottom sash.

*Acceptable means of warranty compliance shall include adjustment.*

Water condensation between the panes of insulated glass in windows, as provided coverage by the manufacturer.

*Acceptable means of warranty compliance shall include replacement. Please note that you may have further warranty coverage from the manufacturer or through the supplier.*

## E. PAINTED SURFACES

Some fading of exterior paint is expected due to regional climate. GFO Home cannot control the formation of mildew or fungus that is caused by exposure to moist conditions in the presence of an organic or other material that provides a host. You should undertake whatever maintenance you feel will control mildew or fungus. Varnish and lacquer surfaces similarly require homeowner maintenance and are not covered under this warranty.

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year:

Exterior paint that peels, deteriorates, or fades due to defective paint or application.

*Acceptable means of repair shall include refinishing the affected area only.*

Painting that is required as a corollary repair as a result of other work will be completed to match the surrounding areas to the extent possible. Note that an exact match may not be possible due to aging and regional climate conditions.

## **F. EXTERIOR**

### **1. Deck and Railing**

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year:

Bows and twists in structural deck posts greater than one (1) inch in an eight (8) foot vertical measurement.

*Acceptable means of warranty compliance shall include replacement of the post.*

Bows and twists in a guardrail and handrail greater than 1/2-inch

Cracking or loosening of a structural member of the deck.

Cupping of a deck or rail board greater than 3/8 inch across the grain of the board.

*Acceptable means of warranty compliance for the foregoing shall include repair of the affected part.*

### **2. Soffit and Fascia**

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year:

Detachment in soffit or fascia boards, except to the extent the boards are detached or damaged by strong winds.

Bowing of fascia boards beyond the drip line of the roof shingles.

### **3. Veneers**

#### **a. Brick**

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year:

Deviation greater than 3/8 inch in the width of a mortar joint.

Variation in a horizontal mortar joint greater than 1/4 inch over 32 inches from a straight line.

Brick windowsills that do not direct water away from the window.

*Acceptable means of warranty compliance shall include repairs. Sill repairs that direct water away from the window comply with this warranty.*

Cracks in mortar joints that are greater than 1/8 inch in width.

*Acceptable means of complete and full warranty compliance shall include pointing up an affected area one time and one time only during the warranty period.*

Bricks that exceed the manufacturer's specifications for dimensional tolerance.

Bricks that chip more than allowed under the manufacturer's specifications.

*Acceptable means of warranty compliance shall include replacement of the brick.*

#### **b. Stone**

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year:

■  
Cracks in mortar joints that are greater than 1/8 inch in width.

*Acceptable means of complete warranty compliance shall include pointing up an affected area one time and one time only during the warranty period.*

#### **c. Stucco**

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year:

Ridges and dips in a surface that are greater than 1/2 inch from the flat surface.

Cracks in surfaces that are greater than 1/4 inch.

*Acceptable means of complete and full warranty compliance for covered items concerning stucco surfaces shall include repair of the affected area one time and one time only during the warranty period. GFO Home does not warrant replacement materials to match in color or texture due to weathering and dye-lot differences.*

#### **4. Exterior Trim and Siding**

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year:

Cracks between exterior trim boards greater than 3/8 inch.

A butt or miter joint between siding/ trim boards greater than 1/4 inch.

*Acceptable means of complete warranty compliance for the three types of items shall include recaulking the affected cracks, butt or miter joints, or butt joints one time and one time only during the warranty period.*

Cracks in trim boards greater than 1/4 inch.

Warp or bows in trim boards greater than 3/4 inch in eight (8) feet.

Bows in fiber cement siding greater than 1/2 inch in thirty-two (32) inches.

*Acceptable means of warranty compliance shall include repair of the affected unit of material.*

## **5. Wood Fencing**

GFO Home is not responsible for repairs to wood fencing. Normal weathering occurs as exposure to ultraviolet light, weather, and atmosphere causes any surface to experience gradual and uniform appearance changes. These include, but are not limited to, chalking, fading, cracking, splitting, slight warping, or accumulating dirt or stains. Degrees of weathering vary depending on geographical location, air pollution, exposure and other factors.

## **G. LANDSCAPING AND GRADING**

GFO Home only takes responsibility for establishing the initial grading and swales at the homesite in the immediate area of the home. Accepting the house at closing and by accepting this warranty, the homeowner agrees that GFO Home is not held responsible for maintaining swales and grades after closing, regardless of the conditions that may arise due to a lack of maintenance.

LANDSCAPING, INCLUDING SEED, SOD, TREES, AND SHRUBBERY IS NOT WARRANTED EXCEPT AS EXPRESSLY SET FORTH FOR CERTAIN, LIMITED ITEMS. GFO HOME IS NOT RESPONSIBLE FOR EROSION AND DOES NOT WARRANT THE YARD, LANDSCAPING, GRADING, SOD, OR ANY OTHER ASPECT OF THE LOT AGAINST EROSION.

### **1. Erosion**

Erosion is the movement of water which causes soil, mulch, or debris to move over landscaped areas that are not completely stabilized. The homeowner is responsible for maintaining the homesite, including established grades and swales to prevent runoffs and soil erosion. GFO Home will not repair eroded areas.

### **2. Grading**

The final grade to your property is applied to achieve adequate drainage for the property under the conditions in existence on the date of closing. GFO Home is not responsible for changes in the grading of your property after closing. GFO Home does not assume any responsibility or make any warranty with respect to drainage that may be created on your property by the use of other properties not owned by GFO Home, or with respect to standing or ponding water that is caused by natural underground water sources.

Any changes made to the final grade or swales to your property due to the installation of a swimming pool are not warrantable by GFO Home. After swimming pool installation, it is your and your pool contractor's responsibility to ensure all final grades and swales are applied to achieve adequate drainage for the property. GFO Home Does not assume responsibility or make any warranty with respect to drainage problems that may be created on your property after changes made by the homeowner.

In the event GFO Home does provide warranty service under the terms of this warranty, it does not warrant replacement or removal of plants, trees, shrubs, or other landscaping installed by the homeowner after closing in the affected areas to be addressed. GFO Home is not required to address any items while the ground is saturated or while there is frost, ice, or snow on the ground.

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year:

Settlement around foundation walls and other filled areas which settlement are greater than four (4) inches and interferes with the drainage of water from your home.

*Acceptable means of complete and full warranty compliance shall be filling the affected area one time and one time only during the warranty period.*

Standing or "ponding" of water in a landscaped area affecting the home that lasts for more than 24 hours after a rain event.

Standing or ponding of water in a swale that lasts for more than 48 hours unless the area of concern is a designated drainage easement after a rain event.

### **3. Landscaping Plants**

Shrubs, trees, and other plants included in the homesite landscaping package are warranted to be alive at closing. "Alive" includes dormant sod and plants installed in the winter months. GFO Home is not responsible for freezes that kill winter installed sod or plants and does not warrant same. GFO Home will not replace any landscaping plants that die after closing.

### **4. Sod**

GFO Home provides a basic warranty of the condition of the sod at closing. After closing, it is important that you care for your yard and protect it against weather extremes. Bermuda and St. Augustine sod are drought resistant. However, it must be watered regularly during the first season. Newly installed sod must be watered during winter because this is when sod establishes roots. Newly planted trees require even more attention. Your local nursery can advise you on watering, fertilizing, and the general care of a new lawn and plants.

GFO Home's coverage set forth in this warranty should warrant against, and provide for repair with respect to, the following for a period of one (1) year:

Sod that was not alive (not to include dormant winter sod) at the time of closing and that was specifically identified by the homeowner as not being alive at the time of the homeowner orientation.

Gaps between pieces of sod greater than one (1) inch in width.

*Acceptable means of warranty compliance shall include filling the gap with sod.*

### **5. Tree Removal**

GFO Home will not remove or take down trees regardless of their condition. As of the date of closing, the homeowner is responsible for the condition of trees existing on the homesite.

Any trees lying on the ground before construction and are not in the landscaped section of the homesite will not be removed by GFO Home before or after closing.

### **6. Irrigation**

GFO Home's coverage warrants against, and provides for repair with respect to, the following for a period of one (1) year:

GFO Home will warrant your irrigation system from installation defects for one (1) year after closing on your home. Installation defects that arise due to damaged or inadequate materials being installed are covered under warranty. This warranty does not provide coverage for any head adjustments, damage caused by vehicles, animals, landscaping, or pool installations as this is homeowner maintenance.

**WARRANTY PROGRAM RECEIPT ACKNOWLEDGMENT**

On this date, the undersigned purchaser(s) of address \_\_\_\_\_  
\_\_\_\_\_

hereby acknowledge receipt of this Warranty Program and understand that this document in its entirety is an integral part of the legal documents that constitute the Earnest Money Contract between GFO Home, LLC and the undersigned. Purchaser understands this document is subject to change at the Builder's discretion and agrees to review the information contained herein as it specifically impacts the purchaser(s) long-term use and enjoyment of the property.

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

Receipt Acknowledged by GFO Home: \_\_\_\_\_