GFO Home Limited Warranty

Revised on 5/01/2026

gfohome.com/warranty

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GFO HOME, LLC L I M I T E D WARRANTY

A. INTRODUCTION

You are purchasing a Home with warranty protection provided by GFO Home. GFO Home is providing you with the GFO Home Limited Warranty (the "Warranty"), pursuant to which GFO Home is warranting the components of your Home will meet certain "Standards of Performance," which are attached hereto as Appendix A. The Warranty Period for each Standard is defined below and in more detail in the Standards of Performance, e.g. a limited one-year warranty on certain materials and workmanship, a limited two-year warranty on certain systems, and a limited six-year warranty on certain structural elements. Some appliances, equipment, and other components included in the Home are not covered by the Warranty but are covered by separate warranties provided directly by the manufacturer or the supplier of the component. These manufacturers' warranties are assigned to you at the closing for your Home, and you should make any warranty claims relating to these components directly to the manufacturer as required by the manufacturer.

For the purposes of the Warranty, "Home" means a single-family residence or a condominium unit or other attached housing unit contained in a residential structure that is covered by this Warranty and conveyed to you by GFO Home. For the purposes of the Warranty, "you" and "your" means the homeowner(s) and their respective heirs, executors, administrators, and assigns.

The Warranty is the sole and exclusive provided to you by GFO Home. The limited express warranties contained in the Warranty are specific and detailed as to the scope of your warranty coverage. **To the extent allowed by law, all other warranties, express or implied, including, but not limited to, any statutory and implied warranties of habitability, merchantability, good quality, workmanship, design and construction in a good, fit, and workmanlike manner, fitness for its intended purpose, or fitness for a particular purpose as well as any implied warranties that the Home is free from faulty materials, is free from any defect resulting from noncompliance with building codes or standards, or was constructed according to sound engineering standards are hereby expressly disclaimed and waived, including with respect to latent defects.**

To the extent allowed by law, all claims for personal injury relating to microorganisms, fungus, decay, rot, or mold are hereby waived.

While GFO Home will make every effort to resolve any warranty items to your satisfaction, YOU SHOULD BE AWARE THAT THIS WARRANTY INCLUDES A REQUIREMENT THAT ALL DISPUTES BE SUBMITTED TO BINDING ARBITRATION. BY THIS AGREEMENT, BOTH YOU AND GFO HOME ARE WAIVING THE RIGHT TO PROCEEDING IN A COURT OF LAW AND THE RIGHT TO A JURY TRIAL.

Please take the time to become familiar with this Warranty and read it in its entirety in order to understand the protection it provides, the exclusions that apply, and the Standards of Performance that determine whether a condition is covered. The Warranty defines GFO Home's responsibilities to you and your responsibilities to your Home. Please also bear in mind that proper maintenance of your Home is necessary in order for your Home to perform, and the failure to perform the required maintenance on your Home will limit or void your rights under this Warranty. 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.

Separation of This Warranty From the Residential Home Contract: This Warranty is separate and independent of the Residential Home Contract between you and GFO Home for the construction and/or sale of your Home. The provisions of this Warranty shall in no way be restricted by anything contained in the Residential Home Contract between you and GFO Home. The provisions of this Warranty shall survive closing.

B. WARRANTY TERMS AND EXCLUSIONS

1. The GFO Home Limited Warranty

Under the Warranty, GFO Home warrants that your Home will meet the Standards of Performance set forth in this Warranty. Certain specific components of your Home are covered for either one year, two years or ten years as indicated in the Standards of Performance (the "Warranty Periods"). GFO Home's obligations are expressly limited to the Standards of Performance and the Warranty Periods. This Warranty is the sole and exclusive warranty provided to you by GFO Home and constitutes the exclusive remedy with respect to all claims by you against GFO Home. You specifically waive the right to seek damages or to assert any claims against GFO Homer, except as may be provided in this Warranty.

Warranty Start Date: The Warranty Start Date is defined as follows: Warranty coverage begins on first day following the closing date of the original purchase of your Home.

To Whom the Warranty Applies: The Warranty is given to you as the owner or owners of the Home and you take the Home subject to it.

Warranty Coverage: GFO Home warrants that your Home will meet the Standards of Performance during the Warranty Period for the components identified in the Standards of Performance. If a component is not specifically identified in the Standards of Performance, then it is not warranted by GFO Home under the Warranty or otherwise. Warrant coverage outlined below:

- One-Year "Workmanship and Materials Coverage: GFO Home warrants certain workmanship and materials for the Home as set forth in the Standards of Performance for a period of one year after the Warranty Start Date.
- Two-Year "Systems" Coverage: GFO Home warrants the workability of certain plumbing, electrical, heating, ventilating, air conditioning, and other mechanical systems as defined in the Standards of Performance for a period of two years after the Warranty Start Date.
- Six-Year "Structural" Coverage: GFO Home warrants that the construction of the Home will meet the tolerances set forth in the Standards of Performance for certain defined structural elements for a period of six years after the Warranty Start Date. No action will be required by GFO Home unless the structural element is incapable of performing its load-bearing function such that the Home is unsafe. Structural elements as identified in the Standards of Performance do not include the Home's exterior wall cladding.

Discretion to Repair or Make Payment: GFO Home shall repair any item that does not meet a Standard of Performance or GFO Home may elect at its sole discretion to (1) pay you the reasonable cost for GFO Home to perform the repair, or (2) pay you the diminution in fair market value of the Home caused by the failure to meet the Standard of Performance. In lieu of making a repair, GFO Home may elect at its sole discretion to replace the warranted item. References to "repair" in this Warranty are intended to include "replacement" where GFO Home elects to replace a warranted item rather than repair it.

Post-Repair Condition of Home: If an item covered under the Warranty deviates from the Standards of Performance, GFO Home may repair it to conform to the Standards of Performance or 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. In the case of structural elements that deviate from the Standards of Performance, GFO Home may repair the structural element to restore the element's load-bearing function, as designed, and make other repairs necessary to return the Home to a safe condition. Repairs undertaken pursuant to the Warranty are intended to restore the Home to approximately the same condition as existed prior to the Warranty Request, but not a new condition. If GFO Home repairs surfaces, finishes, or coverings, then GFO Home will attempt to achieve as close a match with the original surrounding areas as is reasonably possible, but GFO Home cannot guarantee and does not warrant an exact match in texture, color, or any other feature. GFO Home will only repair those surfaces, finishes, and coverings that: (1) are actually damaged as a result of a deviation from the Standards of Performance (or damaged in the course of repairing conditions that deviate from the Standards of Performance) and (2) were part of the Home when title was first transferred by GFO Home. GFO Home will repair such surfaces, finishes, and coverings that are damaged as a result of a deviation from the Standards of Performance, or, alternatively, at GFO Home's sole option, GFO Home will pay you the fair market value of such item or property at the time the damage occurred. You acknowledge that you accept the risk of damage to your personal property or surfaces, finishes, coverings or other components added to the Home by you and that you will take measures you deem appropriate to mitigate that risk, either through insurance or otherwise.

<u>Assignment</u>: Upon GFO Home undertaking repairs or payment, you hereby assign to GFO Home all claims you may have against any other person or entity who GFO Home believes may have responsibility for the claim.

<u>Release</u>: Upon completion of repairs to a warranted item or upon payment to you in lieu of repairs pursuant to this Warranty, you agree to sign a full release of GFO Home's obligation for the deviation from the Standard of Performance and any related damage. Unless otherwise agreed to by you, the release shall apply only to the claim that is resolved by the repair or payment (as the case may be) and does not prevent you from making a Warranty Request for any other deviation from the Standards of Performance for other claims during the Warranty Periods.

<u>No Voluntary Payments</u>: to Section 7 of this Warranty, you agree not to make any voluntary payments, assume any obligations, or incur any expenses to address a condition that you believe constitutes a deviation from a Standard of Performance without prior written approval from GFO Home. GFO Home will not reimburse you for repairs that you make or pay for without first (1) notifying GFO Home of the problem in writing, (2) allowing GFO Home to investigate and repair it as required by this Warranty, and (3) obtaining GFO Home's prior written approval.

<u>Limitation of Liability</u>: GFO Home's total financial obligations under the Warranty are limited to the original sales price of your Home regardless of the number of claims made pursuant to the Warranty. The amount that GFO Home spends to satisfy its obligations under the Warranty will be calculated based on the cumulative total of all repairs and payments made pursuant to the Warranty, including GFO Home's costs of designing, performing, and monitoring repairs in your Home. Once GFO Home's limit on its financial obligations has been paid, no further claims can be made pursuant to this Warranty. Further, to the extent that you assert any claims or cause of action against GFO Home, GFO Home's liability cannot exceed the original sales price of the Home.

2. Homeowner Maintenance Obligations

All homes require regular maintenance to prevent premature deterioration and water intrusion and to ensure that the home's systems perform properly. GFO Home will provide you with the GFO Home Homeowner's Guide that provides recommendations for maintenance of your Home. You are required to care for and perform regular maintenance on your Home in accordance with the Homeowner's Guide and to perform any other maintenance that a reasonable homeowner should perform in the region where your Home is located.

3. Requesting Warranty Service

If you believe that a component of your Home is not meeting the Standards of Performance during the applicable Warranty Period, you may make a warranty request (the "Warranty Service Request") by completing the Warranty Service Request form online at **www.gfohome.com**. Alternately, you may mail your Warranty Service Request to the appropriate address listed below by Certified Mail, return receipt requested. Providing notices orally in person, by telephone, text message, or electronic mail does not constitute a Warranty Service Request. <u>GFO Home's sales, builders, and field personnel do not accept requests</u>.

GFO Home, LLC Warranty Service Department

For Austin Communities	For Dallas Communities
8310 N. Capital of Texas Hwy Suite 225 Austin, TX 78731	1717 McKinney Ave., Ste 1590 Dallas, TX 75202

After you start living in your Home, minor issues covered by the terms of the 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.

The Warranty Service Request must list the specific warranty claim and the date on which you first observed the condition for which you seek Warranty coverage. You must notify GFO Home of any deviation from the Standards of Performance as soon as possible and in no event later than 30 days after you become or should have become aware of the deviation from the Standards of Performance. If GFO Home receives a Warranty Service Request more than 30 days after the applicable one-year, two-year, or six -year Warranty Period expires, regardless of when you became aware of the deviation, GFO Home will have no obligations under the Warranty. In the event that you fail to notify GFO Home and give GFO Home the opportunity to inspect and repair the conditions giving rise to your claim, GFO Home will not be responsible for any repairs or any other costs or expenses (including, but not limited to, home inspector, consultant, or design professional fees) that you incur to address the claim.

Investigating Warranty Service Requests often requires an inspection of the Home, and under certain circumstances, invasive testing. By submitting a Warranty Service Request, you agree to provide GFO Home and its representatives with prompt and complete access to your Home during the normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday (not including holidays) to inspect, repair, and conduct tests as GFO Home deems necessary. If you refuse to allow GFO Home access to your Home, your Warranty Service Request will be deemed waived and GFO Home will be excused from its obligations under the Warranty.

If GFO Home determines that a deviation from the Standards of Performance exists GFO Home will remedy the item in accordance with the remedies set forth in this Warranty. If GFO Home determines that any of the items that you report are not covered by the Warranty, GFO Home will advise you in writing of GFO Home's determination of no coverage.

If, after you make a Warranty Request, you believe GFO Home has not met its obligations under the Warranty, you may seek resolution of any claim you may have pursuant to the mandatory mediation/arbitration provisions set forth in Section 9 of this Warranty.

4. Your Cooperation

For GFO Home to satisfy its obligations under the Warranty and respond to your Warranty Service Request properly, we need your cooperation. You agree to cooperate with GFO Home and any third parties acting on GFO Home's behalf for the purpose of inspecting, investigating, testing, monitoring, repairing, replacing, or otherwise correcting a condition that deviates from the Standards of Performance. This includes providing reasonable access to the Home (as set forth above in Section 3) and providing GFO Home with documents and information that it may need. If you fail to cooperate or provide GFO Home reasonable access to the Home for the purpose of inspecting, investigating, testing, monitoring, repairing, or replacing a condition that is the subject of your Warranty Service Request, your Warranty Service Request will be deemed waived and GFO Home will be excused from its obligations under the Warranty.

5. Exclusions from the Warranty

In addition to other limitations and exclusions set forth in this Warranty and the accompanying Standards of Performance, the Warranty does not provide coverage for the following items, which are specifically excluded:

a) Your failure to properly maintain the Home or the failure of any prior owner of the Home (other than GFO Home) to properly maintain the Home by performing regular care and maintenance of the Home.

b) Your failure to maintain the Home in accordance with the GFO Home Homeowner's Guide.

c) Normal wear and tear, normal deterioration, or normal changes which are the results of characteristics common to the materials used.

d) Cosmetic defects or homeowner damages of any material after closing, which include, but are not limited to dents, nicks, stains, scratches, and other imperfections in appearance.

e) Any deviation from the Standards of Performance caused by, or resulting from, materials or work supplied by someone other than GFO Home, its agents, or subcontractors.

f) Loss or damage to any property, fixture, structure, or improvement that is not part of the Home or was not constructed by GFO Home. You shall be responsible for paying any costs required to remove such property, fixture, structure, or improvement if GFO Home deems it reasonably necessary to address a Warranty Service Request.

g) Loss or damage caused by a failure by you or any prior owner of the Home (other than GFO Home) to take timely action to mitigate a condition that you are aware of or should be aware of.

h) Damage to personal property.

i) Dampness or condensation due to the failure to maintain adequate ventilation or appropriate temperature.

j) Economic damage due to the Home's failure to meet your expectations.

k) Any non-conformity with local building codes, regulations, or requirements and any deviation from plans and specifications where the condition does not result in a deviation from the Standards of Performance and actual physical damage to the Home.

l) Any failure by GFO Home to complete any component of the Home when such failure is apparent and obvious.

m) Any claim for which GFO Home has obtained a release.

n) Any damage to, or resulting from, a swimming pool that is located either within or outside the Home as a result of its construction, placement, use, equipment, or maintenance.

o) Sound transmission and sound proofing between room and floor levels within a single-family home.

p) Any exclusions set forth in the Standards of Performance.

q) The Six-Year Structural Coverage is voided as to the foundation of the Home if you fail to adequately water your foundation.

r) Loss or damage caused by or made worse by:

  i. Failure to maintain proper temperatures (heating and cooling) and humidity within the Home.
  ii. Use of the Home for non-residential purposes.

iii. Installation or alteration of improvements (including, for example, drain or gutter outlets) by anyone other than GFO Home, or contractors or agents performing work for or on behalf of GFO Home, that results in surface drainage towards the Home.
iv. Installation or alteration of improvements by anyone other than GFO Home, its agents, or its subcontractors, that results in improper drainage that permits water to pond or become trapped in localized areas or against the foundation of the Home.
v. Negligence, improper maintenance, or intentional or improper operation by anyone other than GFO Home, its agents, or subcontractors.
vi. Abnormal loading of structural elements by anyone other than GFO Home, its agents, or its subcontractors that exceed design loads as mandated by applicable building codes.
vii. Failure of anyone other than GFO Home, its agents, or its subcontractors to comply with the manufacturers' warranty requirements for appliances, equipment, or fixtures.
viii. Changes to the grading of the ground by anyone other than GFO Home, its agents, or its subcontractors.
ix. Installation of planter boxes around the Home by anyone other than GFO Home, its agents, or its subcontractors.
x. Planting of flowers, vegetation, or trees to close to the Home by anyone other than GFO Home, its agents, or its subcontractors.
xi. Failure to give timely notice to GFO Home of deviations from the Standards of Performance under the Warranty.
xii. Failure to take timely and reasonable steps to protect and minimize damage resulting from a deviation from the Standards of Performance.
xiii. Riot or civil commotion, war, vandalism, hurricane, tornado, windstorm, wind driven rain or water, fire, explosion, power surges or failures, blasting, smoke, water escape, tidal wave, over-flow of a body of water, flood, water that backs up from sewers or drains, hail, snow, ice storm, lightning, falling trees or other objects, aircraft, vehicles, landslide, mudslide, avalanche, earthquake, volcanic eruption, or Acts of God.
xiv. Abuse of your Home.
xv. Microorganisms, fungus, decay, wet rot, dry rot, soft rot, rotting of any kind, moisture, mold, mildew, vermin, termites, insects, rodents, birds, wild or domestic animals, plants, corrosion, rust, naturally-occurring gases (such as radon and methane), radiation, formaldehyde, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant or carcinogenic substance, whether organic or inorganic, and electromagnetic field or emission, including any claim of health risk based on any of the foregoing. In order to prevent the growth and/or spread of the foregoing, GFO Home has constructed the Home with a weather resistant barrier, adequate ventilation, and an HVAC system for humidity control, all done in a good and workmanlike manner.
xvi. Costs or expenses resulting from the direction of any governmental entity to test, clean up, remove, treat, contain or monitor pollutants.
xvii. Buried debris, underground springs or other water, sinkholes, mineshafts or other subsurface anomalies, not known or reasonably discoverable by GFO Home at the time of construction.
xviii. Changes in the level of the underground water table or water below the surface of the ground and were not reasonably foreseeable at the time the Home was constructed.
xix. Except as provided in the Standards of Performance, defects in recreational facilities, driveways, walkways, sidewalks, concrete steps, patios, porches and stoops not structurally attached to the Home, decks and balconies that are not bolted to or cantilevered from the main structure of the Home, boundary and retaining walls, bulkheads, fences, landscaping, sodding, seeding, shrubs, trees, plantings, subsurface drainage systems (other than footer drains), lawn sprinkler systems, off-site improvements (including streets, sidewalks, and adjacent properties), or any other improvements that are not part of the Home.
xx. Defects in detached garages or outbuildings (except those that contain plumbing, electrical, heating, cooling or ventilation systems that serve the Home and then only to the extent that the defects would

affect these systems). A detached garage is one that is constructed on its own foundation, separate and apart from the foundation of the Home. A breezeway, fence, utility line, or similar union shall not cause a garage or outbuilding to be considered attached.

xxi. Except as provided in the Standards of Performance, any portion of a water supply system, private or public, includes volume and pressure of water flow.

xxii. Except as provided in the Standards of Performance, any portion of a sewage disposal system, public or private, including the design.

xxiii. Malfunction of equipment or lines of the utility companies, including but not limited to telephone, gas, power, or water companies.

6. Manufacturer's Warranties for Consumer Products

Except as specifically provided in the Standards of Performance, this Warranty does not apply to any manufactured item that is a Consumer Product for purposes of the Magnuson-Moss Warranty Act (15 U.S.C. § 2301, et seq.). This Warranty also does not cover conditions that are caused by the failure of any such Consumer Products. Examples of Consumer Products include, but are not limited to: air conditioning equipment, air handling equipment, attic fans, boilers, carbon monoxide detectors, ceiling fans, central vacuum systems, chimes, dishwashers, electric meters, electronic air cleaners, exhaust fans, fire alarms, sprinkler systems, furnaces, garage door openers, garbage disposals, gas meters, gas or electric grills or cook-tops, heat exchangers, heat pumps, humidifiers, intercoms, oil tanks, outside lights or lights not attached to the Home, gas or electric ovens, microwave ovens, range hoods, ranges, refrigerators, freezers, security systems, sewage pumps, smoke detectors, solar collectors, solar water heaters, solar water heating panels, heaters, sump pumps, thermostats, trash compactors, clothes washers, clothes dryers, water pumps, water softeners, water heaters, whirlpool baths, and whole house fans.

GFO Home assigns to you during close of escrow, any manufacturer's warranty that applies to any Consumer Product that GFO Home or its subcontractors installed in your Home. Any Consumer Product failure covered by this Section is excluded from the Warranty and covered only by a manufacturer's warranty, if any. If an issue arises with respect to any Consumer Product covered by a manufacturer's warranty, you must contact the manufacturer or supplier directly under the applicable warranty. Please take time after closing to register all of your appliances and materials for the available manufacturer's warranty.

7. Emergencies

An emergency condition is an event or situation that creates the imminent threat of serious damage to the Home or results in an unsafe living condition due to a deviation from a Standard of Performance that occurs at a point in time that you are unable to obtain GFO Home's prior written approval to initiate repairs and prevent further damage, such as HVAC issues, plumbing issues, a roof leak, or other water leak. If an emergency condition exists that requires immediate action to protect the safety of the occupants of your Home or to prevent imminent serious damage to your Home, you must take reasonable measures to neutralize the imminent threat or unsafe living conditions (which may require partial or full repairs) until GFO Home has a reasonable opportunity to inspect and initiate appropriate repairs, in which case GFO Home will reimburse you for the reasonable cost of those required actions as determined by GFO Home and if they would otherwise be covered by this Warranty You are still obligated to give GFO Home notice as soon as possible, even in an emergency situation, and in no event later than 5 days after any repairs are made. To obtain reimbursement, you must provide GFO Home with a complete and accurate written record of the repair costs. If a complete and accurate written record of the repair costs is not provided, GFO Home is not required to reimburse you. GFO Home has the sole discretion to determine if the condition constitutes an emergency under this section. This provision specifically excludes any condition related to microorganisms, fungus, decay, rot, or mold.

8. Transfer to Subsequent Homeowners

All your rights and obligations under the Warranty, including the mandatory mediation and mandatory binding arbitration provision, shall, unless they have been previously released by you or your successor, transfer to each successor owner of the Home (including any mortgagee in possession) for the remainder of the applicable Warranty Period. If you sell your Home during the term of the Warranty, you agree to provide a copy of this Warranty to the subsequent owner as part of the contract of sale of the Home. Any transfer of this Warranty to a subsequent owner shall not affect, increase or reduce the coverage provided under the Warranty. All subsequent owners of the Home are bound by the terms and conditions of the Warranty including, but not limited to, the requirement to submit any disputes that may arise to mediation and, if necessary, binding arbitration.

9. Resolving Disputes: Mandatory Mediation and Mandatory, Binding Arbitration

You and GFO Home must use the procedure set out in this Section to resolve any and all disputes that you may have with each other. Before filing a request for mediation, you must first request warranty service from GFO Home by submitting a Warranty Service Request pursuant to Section 3 of this Warranty. If you are not satisfied with GFO Home's response to your Warranty Service Request, you may file a request for mediation as set forth below. You must participate in mediation before you may file a demand for arbitration.

For the purposes of this Section of the Warranty (Section 9), "GFO Home" includes the entity that sold the Home to the original purchaser of the Home, GFO Home, LLC, and their respective officers, directors, agents, employees, representatives, and parent, subsidiary, affiliate and successor entities.

a. Mandatory Mediation

As a precondition to filing a demand for arbitration, you (on your own behalf and on behalf of all residents of the Home, including minor children) and GFO Home (on its own behalf and on behalf of its parent company or their respective partners, subsidiaries and affiliates) agree that any and all claims, controversies, or disputes that you have against each other arising out of or related to your Home, your purchase of the Home, this Warranty, any repair performed or payment made pursuant to this Warranty, and any other agreements, communications, or dealings between you and GFO Home including, but not limited to, disputes concerning breach of contract, express or implied warranties, personal injuries and/or illness, representations or omissions by GFO Home, on-site and off-site conditions, the purchase and sale of your Home, whether a claim is covered under the Warranty, and all other tort and statutory causes of action must be submitted to mediation. GFO Home may, at its sole election, include its contractors, subcontractors, vendors, suppliers, product manufacturers, insurance carriers, and design professionals as parties to the mediation.

You and GFO Home agree to share the costs of the mediation equally. The party who files the request for mediation must pay any filing fee to initiate the mediation, subject to a credit in the amount of half of the filing fee that will be charged to the other party as its share of the mediation costs. You and GFO Home shall bear your own costs and expenses, including attorneys' fees, for any mediation. The entire mediation proceeding shall be confidential.

b. Mandatory Arbitration

If the mediation process or any applicable state procedures discussed above do not resolve the disputes between you and GFO Home, you and GFO Home agree to submit your claims to binding arbitration. Accordingly, you (on your own behalf and on behalf of all of your heirs, executors, administrators, successors, and assigns, and all residents of the Home, including minor children) and GFO Home (on its own behalf and on behalf of its parent company or their respective partners, subsidiaries and affiliates) agree that any and all claims, controversies, or disputes that you have against each other arising out of or related to your Home, your purchase of the Home, this Warranty, any repair or replacement performed or payment made pursuant to this Warranty, and any other agreements, communications, or dealings between you and GFO Home including, but not limited to, disputes concerning breach of contract, express or implied warranties, personal injuries and/or illness, representations or omissions by GFO Home, on-site and off-site conditions, the purchase and sale of your Home, whether a claim is covered under the Warranty, whether a claim or issue should be submitted to arbitration, and all other tort and statutory causes of action shall be resolved by binding arbitration.

GFO Home may, at its sole election, include its contractors, subcontractors, vendors, suppliers, product manufacturers, insurance carriers and design professionals as parties to the arbitration for purposes of pursuing claims for contribution, indemnity, or any other contractual or common law form of relief. The provisions of this Section of the Warranty (Section 9) shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq. If a party must resort to litigation to enforce this agreement to arbitrate disputes, then the court will award such party its court costs and reasonable attorneys' fees incurred to enforce this agreement to arbitrate.

Binding arbitration means that, instead of suing in court, the parties agree to resolve disputes only by arbitration. You and GFO Home are waiving the right to a proceeding in a court of law and the right to a trial by jury. The arbitrator's decision is final and binding, and review of the arbitrator's decision is limited.

Claims shall be submitted to the American Arbitration Association (the "AAA") pursuant to its Construction Industry Arbitration Rules in effect on the date that the arbitration demand is filed. Arbitration shall be commenced by either party by filing a demand for arbitration with AAA and serving a copy of the demand on the other party. If there are no Construction Industry Arbitration Rules in effect on the date that the arbitration demand is filed, then the applicable and appropriate arbitration rules in effect at AAA on the date that the arbitration demand is filed shall govern. No AAA rule shall apply if it is inconsistent with the provisions of this Warranty. If AAA is unable or unwilling to administer the arbitration, the parties will agree to an alternative arbitrator or arbitration service or, if the parties cannot agree, have a court appoint an alternative arbitrator or arbitration service, whose experience is like that of a AAA arbitrator.

<u>Timing of Arbitration Demand</u>: Except as otherwise required by law, your arbitration demand must be received by AAA no later than 90 days after mediation.

<u>Location of Arbitration</u>: The arbitration hearing shall take place in the county in which the Home is located.

<u>Filing Fees and Costs of Arbitration</u>: The party who files the arbitration demand must pay the filing fee to initiate the arbitration, subject to a credit in the amount of half of the filing fee that will be charged to the other party as its share of the arbitration costs. You and GFO Home agree to share any additional arbitration fees (including but not limited to the fees of the arbitrator) equally. You and GFO Home shall bear your own costs and expenses, including attorneys' fees, for any arbitration.

<u>Power of the Arbitrator</u>: The arbitrator shall have the power to hear and dispose of motions, including motions to dismiss and motions for summary judgment, in the same manner as a trial court judge. The arbitrator shall have the power to summarily decide issues of fact or law, including the availability of remedies, even if the issue decided could dispose of an entire cause of action or defense. All decisions respecting the arbitrability of any dispute shall be decided by the arbitrator

<u>No Representative, Collective, or Class Action Proceedings</u>: Any arbitration that is brought may not allow for the consolidation of more than your claims. The arbitrator may not preside over any form of representative, collective or class action proceeding, all of which are hereby expressly waived and precluded.

10. Limitations of Liability and General Conditions of the Warranty

<u>Disclaimer of Implied Warranties</u>: It is understood and agreed that GFO Home's liability, whether in contract, tort, statute, negligence or otherwise, is limited to the remedies provided in this Warranty.

Except as prohibited by the laws of the State of Texas, all other warranties, express or implied, including, but not limited to, any statutory and implied warranties of habitability, merchantability, good quality, workmanship, design and construction in a good, fit, and workmanlike manner, fitness for its intended purpose, or fitness for a particular purpose as well as any implied warranties that the Home is free from faulty materials, is free from any defect resulting from noncompliance with building codes or standards, or was constructed according to sound engineering standards are hereby expressly disclaimed and waived, including with respect to latent defects.

This Warranty replaces all such warranties. This means that this Warranty is the sole and exclusive warranty that applies to and governs your and GFO Home's rights and obligations related to the Home and means that there are no other warranties except as required by law

No Modifications: The Warranty cannot be modified, altered, or amended in any way except by a written document signed by you and GFO Home.

Incidental and Consequential Damages Not Covered: GFO Home shall not be liable for, and you expressly waive recovery of, any incidental and consequential damages that may result from the condition of any part of the Home, including, but not limited to: any diminution in fair market value of the Home before or after repairs are performed; stigma damages; lost profits; damage to personal property; attorneys', experts', and consultants' fees and costs (including the costs of inspection and investigation); lost wages for time you or any resident of the Home took off from work; and costs of food, shelter, transportation, moving and storage, relocation expenses, or rental value of the Home or any other costs due to loss of use, inconvenience, or annoyance during repairs other than as set forth in Section 1 of the Warranty.

Not an Insurance Policy: The Warranty is not an insurance policy and GFO Home does not provide you any insurance through the Warranty or otherwise. You should always obtain homeowner's insurance to protect your Home, and your bank or other mortgage provider may require homeowner's insurance if you have a mortgage.

Warranty Periods Not Extended: The periods of coverage provided under the Warranty or any applicable statute of limitations or statute of repose shall not be extended by any repair, replacement, or payment made under the Warranty. There shall be no new Warranty, express or implied, arising from repair work performed by or on behalf of GFO Home.

Previously Known Conditions: The Warranty covers only those conditions that first occur during the term of the Warranty. In addition, any conditions that were apparent by reasonable inspection prior to closing are not covered by the Warranty unless otherwise agreed to in writing by GFO Home.

Applicable Law: The law of the State of Texas shall govern this Warranty.

Severability: If any provision of the Warranty is determined to be unenforceable under applicable law, such determination shall not affect the validity of the remaining provisions of the Warranty.

Subrogation: If GFO Home or someone acting on GFO Home's behalf makes a repair, replacement, or payment under this Warranty, GFO Home shall be subrogated to all of your rights of recovery therefore against any potentially responsible person or entity and you agree to execute and deliver any and all instruments and papers and to take any and all other actions necessary to secure such rights. You have an obligation to cooperate with GFO Home if GFO Home exercises these rights. You agree that you shall do nothing to prejudice GFO Home's rights of subrogation.

Items Not Covered by the Warranty: GFO Home is never legally or financially liable for any items that are not covered by this Warranty. If at any time GFO Home issues a warranty request to a vendor on your behalf, and no latent defect is discovered or the reported concern is found to be caused by the homeowner or by the homeowner's failure to maintain the Home, you will be responsible for paying all fees and costs to the vendor, including, but not limited, materials, repair costs (if made), and collateral charges (such as trip charges or service fees).

C. STANDARDS OF PERFORMANCE

I. 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 be warranted 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 normally anticipated rainfall.

Some levels of standing water is deemed acceptable. If there is water standing 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 damage 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 or 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.

II. 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 (l) 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 ^{0}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 ^{0}F under outdoor conditions where the temperature is less than 95 ^{0}F.

A condition of the air conditioning system where it is not capable of producing a temperature 20 ^{0} F cooler than the outdoor temperature where the temperature is more than or equal to 95 ^{0} 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 ^{0}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.

xxiv. 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 (l) 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.

xxv. 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 (l) 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.

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 (l) 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 resecuring 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.

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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 resecuring 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 (l) 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.

xxvi. 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 match may not be possible due to aging and regional climate conditions.

xxvii. 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 (l) year:

Bows and twists in structural deck posts greater than one (l) 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 (l) 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 (l) 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 (l) 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.

xxviii. 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 (l) 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 y our 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 (I) 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.