



RESIDENTIAL WARRANTY CORPORATION

PRESENTS

THE TRCC ADDENDUM TO THE LIMITED WARRANTY

10 YEAR WARRANTY FOR NEW HOMES

Third-Party Warrantor: Western Pacific Mutual Insurance Company, a Risk Retention Group

This TRCC Addendum has been approved for use by the
Texas Residential Construction Commission

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the company's telephone number for information or to make a complaint at:

717-561-4480

You may also write to Warranty Underwriters Insurance Company at:

WPIC

1655 Lafayette Street, Suite 200

Denver, CO 80218

OR

Residential Warranty Corporation (Administrator)

5300 Derry Street

Harrisburg, PA 17111

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complains at: 1-800-252-3439

You may contact the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: 512-475-1771

PREMIUM or CLAIM DISPUTES: Should you have a dispute concerning a claim, you should contact the agent of the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

Residential Warranty Corporation

5300 Derry Street, Harrisburg, PA 17111-3598

Table of Contents

Section I.	Definitions	1 - 2
Section II.	Scope of the TRCC Addendum	2 - 3
Section III.	Making a Claim	4 - 6
Section IV.	Resolving Disputes	6 - 8
Section V.	Performance Standards	9 - 41
A.	Warranty Stands Year One	9 - 35
A.1	Foundations and Slabs	9 - 10
A.2	Framing	11 - 12
A.3	Drywall	12 - 13
A.4	Insulation	13
A.5	Exterior Siding & Trim	13 - 15
A.6	Masonry Including Brick, Block & Stone	15
A.7	Stucco	16 - 17
A.8	Roofs	17 - 18
A.9	Doors & Windows	18 - 20
A.10	Interior Flooring	21 - 23
A.11	Hard Surfaces Including Ceramic Tile, Flagstone, Marble, Granite, Slate, Quarry Tile, Finished Concrete or Other Hard Surfaces ..	23 - 24
A. 12	Painting, Stain & Wall Coverings	25- 26
A. 13	Plumbing	26 - 28
A.14	Heating, Cooling & Ventilation	28 - 29
A.15	Electrical Systems & Fixtures	29
A.16	Interior Trim	30
A.17	Mirrors, Interior Glass & Shower	30 - 31
A.18	Hardware & Ironwork	31
A.19	Countertops & Backsplashes	32
A.20	Fireplaces	33
A.21	Irrigation Systems	34
A.22	Fencing	34
A.23	Yard Grading	34
A.24	Pest Control	35
B.	Years One & Two Systems Coverage	36 - 39
B.1	Electrical	36 - 37
B.2	Plumbing	37 - 38
B.3	Heating, Air Conditioning & Ventilation	38 - 39
C.	Ten Year Structural Coverage	40 - 41

Section I. Definitions

To help you better understand this TRCC Addendum, the following definitions apply in this book.

1. Administrator

Residential Warranty Corporation (RWC) is the Administrator of this TRCC Addendum to the Limited Warranty. RWC is not the Warrantor and it is not liable for warranty claims.

2. Application For Warranty form

The form signed at closing by you, the Purchaser, and your Builder that identifies the location, the Effective Date Of Warranty and the Final Sales Price of the enrolled Home. If the Builder is participating in the RWC electronic process, the Application for Warranty form is eliminated.

3. Arbitrator

A representative of an independent arbitration service agreed upon by you, the Purchaser, and the Administrator to determine coverage on an Unresolved Warranty Issue.

4. Builder

The person, corporation, partnership or other entity that participates in the RWC Limited Warranty Program and has obtained this TRCC Addendum to the Limited Warranty.

5. Code

The International Residential Code, or, if the context requires, the National Electrical Code.

6. Consequential Damages

All consequential damages including costs of shelter, alleged losses in value, transportation, food, moving, storage or other incidental expenses related to relocation during repairs.

7. Construction Defect

A failure of any item warranted by this TRCC Addendum to the Limited Warranty to meet the applicable performance standard adopted by the TRCC and any physical damage to the Home that is proximately caused by that failure. Failure to complete construction of the Home or any portion of the Home, in whole or in part, is not considered a Defect.

8. Cooling, Ventilating and Heating Systems

The systems and components of the HVAC systems that a Builder must warrant under the rules of the TRCC.

9. Effective Date Of Warranty

The date coverage begins as specified on the Application For Warranty form.

10. Electrical Systems

The electrical systems and components of those systems that a Builder must warrant under the rules of the TRCC.

11. Home

The single family dwelling, identified on the Application for Warranty form, which may be a townhome, or duplex.

12. Major Structural Components

The load-bearing portions of the following elements of a Home:

- (1) Footings and Foundations;
- (2) Beams;
- (3) Headers;
- (4) Girders;
- (5) Lintels;
- (6) Columns (other than a column that is designed to be cosmetic);
- (7) Load-bearing portions of walls and partitions;
- (8) Roof framing systems, to include ceiling framing;
- (9) Floor systems; and
- (10) Masonry arches.

13. Manufactured Products

Those items installed in the Home that meet the definition found in Section 304.1(c)(12) of the rules of the TRCC. This Limited Warranty does not cover Manufactured Products.

14. Owner

See Purchaser.

15. Plumbing Systems

The Plumbing Systems and components of those systems that a Builder must warrant under the rules of the TRCC.

16. Purchaser

You. The Purchaser includes the first buyer of the warranted Home and any and all subsequent Owners who take title within the warranty period.

17. Residence

See Home.

18. Residential Warranty Corporation (RWC)

See Administrator.

19. Sewage Disposal System (Private or Public)

The Sewer Systems and components of those systems that a Builder must warrant under the rules of the TRCC.

20. Structurally Attached

An integral part of the Home being structurally supported by footings, block walls or reinforced concrete and connected to the foundation of the Home.

21. TRCC

The Texas Residential Construction Commission, a state agency that regulates Builders and third-party warranty companies.

22. Unresolved Warranty Issue

All requests for warranty performance, demands, disputes, controversies and differences that may arise between the parties to this TRCC Addendum, as set forth in Section III hereof, that cannot be resolved among the parties. An Unresolved Warranty Issue may be a disagreement regarding:

- a. the coverages in this TRCC Addendum to the Limited Warranty;
- b. an action performed or to be performed by any party pursuant to this TRCC Addendum to the Limited Warranty;
- c. the cost to repair or replace any item covered by this TRCC Addendum to the Limited Warranty.
- d. any other complaint or controversy regarding this TRCC Addendum between the parties to this Addendum.

**Section
I.
Definitions
(CONTINUED)**

23. Warrantor

Your Builder in Years 1 and 2. WPIC is the Warrantor on Major Structural Components in Years 3 through 10. If your Builder fails to fulfill its state-imposed warranty obligations existing in years 1 and 2, WPIC will guaranty those portions of the Builder's obligations under the terms and conditions set forth in greater detail herein.

24. Water Supply System (Private or Public)

The potable water systems and components of those systems that a Builder must warrant under the rules of the TRCC.

25. WPIC

Western Pacific Mutual Insurance Company; Located at 1655 Lafayette Street, Suite 200, Denver, CO 80218, phone: 303-388-5688.

**Section
II.
The Scope
of the TRCC
Addendum**

The following summary should generally explain the nature and scope of this TRCC Addendum to the Limited Warranty, as well as the role of the state-mandated warranties.

A. Introduction to the Limited Warranty

1. This book provides specific details, conditions and limitations of this TRCC Addendum to the Limited Warranty including procedures for requesting warranty performance and for binding arbitration, in accordance with the procedures of the Federal Arbitration Act. Additional information may be received by calling RWC at (717) 561-4480. Read this document in its entirety to understand the protection it affords, the exclusions applicable to it, the Performance Standards which determine its interpretations and operation and your responsibilities.
2. This is NOT an insurance policy, a maintenance agreement or a service contract. It is an agreement to guaranty certain obligations of your Builder and to assume other obligations of your Builder.
3. The TRCC, an agency of the State of Texas, has adopted guidelines for the registration of Homebuilders, for performance obligations of Homes and improvements, and for the registration of third-party warranty companies. This TRCC Addendum is intended to integrate with the state-mandated warranties for Homebuilders.
4. You are responsible for maintenance of your new Home. General and preventative maintenance are required to prolong the life of your new Home.
5. This TRCC Addendum to the Limited Warranty is automatically transferred to subsequent Owners during the ten-year term of the Limited Warranty.
6. Some Home loans are guaranteed by the VA or FHA. Under such arrangements, the United States Department of Housing and Urban Development requires additional warranties and obligations. If your loan was a VA or FHA loan, not only the 10 Year Limited Warranty, but also the HUD Addendum in that warranty book applies to you.

B. A General Explanation of Warranties In Texas

1. The TRCC was created under the authority of Title 16 of the Texas Property Code. The TRCC has established in Title 10 of the Texas Administrative Code, Section 304.3 (a – f), five warranties that automatically apply to new Homes, and these are described as:

- a. A one-year warranty for workmanship and materials;
- b. A two-year warranty for Plumbing, Electrical, Heating and Air-Conditioning delivery Systems;
- c. A ten-year warranty for Major Structural Components;
- d. A ten-year warranty of habitability; and
- e. A warranty on Manufactured Products.

The exact terms and conditions of these warranties can be found in Title 10 of the Texas Administrative Code, in Sections 304.1 to 304.100. If you have any questions about your Builder or these warranties, you may contact the TRCC.

2. The Texas Property Code further provides in section 430.006 that these warranties "supersede all implied warranties" and are the only warranties that exist other than for warranties created by other statutes or expressed in an additional, express written warranty with a Builder. WPIC provides such an additional, express written warranty to apply in the event that your Builder is out of business during the one year warranty for workmanship and materials, the two year warranty for Plumbing, Electrical, Heating and Air-Conditioning delivery Systems, or the first two years of the warranty for Major Structural Components.
3. The five warranties mentioned above are explained through a series of performance standards that have been adopted by the TRCC. The performance standards that are in place when your Home is constructed shall apply to your Home. These Performance Standards are listed in **Section V. Performance Standards.**
4. The Texas Property Code also permits a Builder to transfer its obligations under any of these warranty obligations to an approved third-party warranty company. The third-party warranty company has to assume a Builder's obligations under these warranties in order for the transfer to be effective. As set forth in more detail below, WPIC has agreed to assume your Builder's warranty obligations for Major Structural Components in the event the problem arises in the third through the tenth year of the warranty. **However, your Builder is not relieved from the warranty obligations for any of the warranties mentioned above, other than the ten-year warranty on Major Structural Components, and only then if the Construction Defect arises in the third through the tenth year of the warranty.**

**Section
II.
The Limited
Warranty
(CONTINUED)**

5. If a Homeowner and a Builder cannot agree on the presence of a Construction Defect or its proper resolution, the TRCC has further created a State-Sponsored Inspection and Dispute Resolution procedure. This procedure is a mandatory prerequisite to initiating a lawsuit or an arbitration against a Builder. In certain circumstances (as more fully explained below), this is also a mandatory prerequisite to initiating a lawsuit or an arbitration against a third-party warranty company, including WPIC.

C. What Warranties Are Provided Under this Agreement?

The following describes the additional warranty rights that are provided by this Limited Warranty.

1. General Workmanship Standards for Year 1

As explained above, all Builders in Texas warrant their workmanship and materials for a period of one year, under the performance standards adopted by the TRCC. This TRCC Addendum does not diminish or transfer that warranty obligation away from your Builder. However, your Builder has provided this additional warranty that adds a layer of protection. If your Builder has filed bankruptcy or is no longer in business and cannot be located during the one-year warranty period, WPIC agrees to perform your Builder's obligations under the state performance standards. This does not release the Builder from liability to you, it simply provides that WPIC will become additionally liable for the workmanship standards during this warranty period. If your Builder only disputes your claim or ignores your notice, this will not trigger WPIC's obligation, and in such event, you must exhaust any claim with your Builder through a final judgment before making a claim under this warranty.

If your Builder has filed bankruptcy or is no longer in business and cannot be located during the one-year warranty period, and you would like to make a claim with WPIC under this additional warranty, you must follow the steps for Warranty Claims in Years 1 and 2 outlined below.

2. Performance Standards for Plumbing, Electrical, Heating and Air-conditioning Delivery Systems for Years 1 and 2

As explained above, all Builders in Texas warrant the Plumbing, Electrical, Heating, and Air-Conditioning delivery Systems for a period of two years, under the performance standards adopted by the TRCC. This TRCC Addendum does not diminish or transfer that warranty obligation away from your Builder. However, your Builder has provided this additional warranty that adds a layer of protection. If your Builder has filed bankruptcy or is no longer in business and cannot be located during the

warranty period, WPIC will perform your Builder's obligations under the state performance standards. This does not release the Builder from liability to you, it simply provides that WPIC will become additionally liable for the systems standards during this warranty period. If your Builder only disputes your claim or ignores your notice, this will not trigger WPIC's obligation, and in such event, you must exhaust any claim with your Builder through a final judgment before seeking relief from WPIC.

If your Builder has filed bankruptcy or is no longer in business and cannot be located during the warranty period, and you would like to make a claim with WPIC under this additional warranty, you must follow the steps for Warranty Claims in Years 1 and 2 outlined below.

3. Performance Standards for Major Structural Components

While all Builders in Texas must warrant the Major Structural Components of their Homes to meet the performance standards adopted by the TRCC, your Builder and WPIC have agreed to transfer some of this responsibility to WPIC. For the first two years of the life of the Home, your Builder retains the warranty obligations for the Major Structural Components. Beginning in the third year, and continuing through the tenth year of the warranty, WPIC has agreed to assume your Builder's liability as permitted by Sections 303.250 and 303.251 of the rules of the TRCC.

However, your Builder has provided an additional layer of warranty protection in the event your Builder is out of business during the first or second year of this warranty. If your Builder has filed bankruptcy or is no longer in business and cannot be located, WPIC will perform your Builder's obligations under the state performance standards applicable to Major Structural Components. This does not release the Builder from liability to you, it simply provides that WPIC will become additionally liable for these standards. If your Builder only disputes your claim or ignores your notice, this will not trigger WPIC's obligation, and in such event, you must exhaust any claim with your Builder through a final judgment before seeking relief from WPIC.

If your Builder has filed bankruptcy or is no longer in business and cannot be located during the first or second year of this warranty, and you would like to make a claim with WPIC under this additional warranty, you must follow the steps for Warranty Claims in Years 1 and 2 outlined below.

**Section
III.
Making a
Claim
Under this
Warranty**

We hope that you will not experience problems with your Home. If you do, WPIC has set forth a step-by-step outline for making a warranty request of WPIC. The first process applies if your Builder is no longer in business, and the second process applies to Construction Defect claims for Major Structural Components during the third through tenth years of the warranty.

A. Claims Made During Years One and Two

As explained above, WPIC will only fulfill your Builder's responsibility for claims arising in years one and two when your Builder has filed bankruptcy or is no longer in business and cannot be located. If you believe that during this period a component of your Home does not meet one of the performance standards applicable to:

1. A one-year warranty for workmanship and materials;
2. A two-year warranty for Plumbing, Electrical, Heating and Air-Conditioning delivery Systems; or
3. A ten-year warranty for Major Structural Components;

and your Builder has filed bankruptcy or is no longer in business and cannot be located, follow the following steps to make a claim against WPIC under this TRCC Addendum.

Step 1: Provide written notice to WPIC of the alleged Construction Defect and present evidence to WPIC that your Builder has filed bankruptcy or is no longer in business and cannot be located.

Step 2: WPIC will investigate the evidence regarding the status of your Builder; and if it is determined that your Builder has filed bankruptcy or is no longer in business and cannot be located, proceed to Step 3. Otherwise, you must proceed against your Builder to seek repairs and/or recovery of damages.

Step 3: WPIC will review the notice of the alleged Construction Defect to determine if it is complete, if the Home is enrolled in the warranty program, if the warranty period has not expired relative to the complaint, if the complaint is of a type that could be covered under an existing performance guideline, and if it otherwise is proper in form.

Step 4: Within 15 days after determining that the notice is appropriate to proceed, RWC (as Administrator) will assign a person to inspect the alleged complaint. This person may be an employee of RWC or an affiliate or it may be an independent consultant. However, if the complaint asserts a problem with a Major Structural Component, RWC will direct a structural engineer to inspect the alleged complaint.

Step 5: RWC will arrange for the inspection of your Home as soon as practical and within normal business hours. RWC will endeavor to arrange for the inspection within 10 days after the assignment of the inspector to perform the inspection.

Step 6: The inspector will conduct an inspection, taking photos, measurements, or other data as the inspector determines is relevant and report back to RWC. If the complaint concerns workmanship or systems, RWC will endeavor to report back to you within 15 days of completing the inspection. If the complaint concerns a Major Structural Component, RWC will endeavor to report back to you within 30 days after completing the inspection.

Step 7: If RWC determines that the component does not meet the applicable performance standards and is not otherwise excluded, RWC's report will also include a recommendation for repairs. If the complaint involves a Major Structural Component, the recommendation may include a suggestion for additional testing (plumbing tests, concrete tests, soils tests, etc.), interim repairs, or other efforts to further investigate or remediate the condition.

Step 8: Because WPIC is not assuming your Builder's state-mandated warranties for years 1 and 2, you are not required to submit a request for inspection under the State-Sponsored Inspection and Dispute Resolution procedures. You can simply proceed to arbitration under this Addendum if you are not satisfied with RWC's response.

B. Mediation of Claims During Years One and Two

If you believe during this period that a component of your Home does not meet one of the Performance Standards applicable to

1. A one-year warranty for workmanship and materials;
2. A two-year warranty for Plumbing, Electrical, Heating and Air-Conditioning delivery Systems; or
3. A ten-year warranty for Major Structural Components;

then, at your or the Builder's written request the Administrator will mediate your claim by communicating with you, your Builder, and any other individuals or entities who the Administrator believes possesses relevant information for a period of thirty (30) days or longer by agreement of you and your Builder.

**Section
III.
Making a
Claim
Under this
Warranty
(CONTINUED)**

C. Claims Made During Years Three through Ten

As explained above, your Builder has agreed to transfer to WPIC its responsibility for Construction Defects in Major Structural Components arising during years three through ten. To proceed with a claim against WPIC under this warranty and for a complaint arising during these years, please proceed as follows:

- Step 1:** WPIC will review the notice of the alleged Construction Defect to determine if it is complete, if the Home is enrolled in the warranty program, if the warranty period has not expired relative to the complaint, if the complaint is of a type that could be covered under an existing performance guideline, and if it otherwise is proper in form.
- Step 2:** Within 15 days after determining that the notice is appropriate to proceed, RWC (as Administrator) will assign structural engineer to inspect the alleged Construction Defect. This person may be an employee of RWC or an affiliate or it may be an independent consultant.
- Step 3:** RWC will arrange for the inspection of your Home as soon as practical and within normal business hours. RWC will endeavor to arrange for the inspection within 10 days after the assignment of the inspector to perform the inspection.
- Step 4:** The inspector will conduct an inspection, taking photos, measurements, or other data as the inspector determines is relevant and report back to RWC. RWC will endeavor to report back to you within 30 days after completing the inspection.
- Step 5:** If RWC determines that the component does not meet the performance standards for Major Structural Components and is not otherwise excluded, RWC's report will also include a recommendation for repairs. The recommendation may include a suggestion for additional testing (plumbing tests, concrete tests, soils tests, etc.), interim repairs, or other efforts to further investigate or remediate the condition.
- Step 6:** If you are not satisfied with RWC's response, you must initiate the State-sponsored Inspection and Dispute Resolution process administered by the TRCC. This is a condition precedent to pursuing arbitration with WPIC.

D. General Information Applicable to All Claim Notices

- 1. Please note that a written request for warranty performance must be postmarked no later than thirty (30) days after the expiration of the applicable warranty period. This applies even if your Builder has filed bankruptcy or is no longer in business.*

2. All notices to RWC must be presented in writing to Residential Warranty Corporation, Administrator, 5300 Derry Street, Harrisburg, Pennsylvania 17111-3598, Attn: Warranty Resolution Department, by certified mail, return receipt requested, within a reasonable time after the situation arises. Any such notice should describe the condition in reasonable detail. Requests for warranty performance post marked more than thirty (30) days after the expiration of the term of this TRCC Addendum will not be honored.
3. Your notice to the Administrator must contain the following information:
- a. Validation Number and Effective Date Of Warranty;
 - b. Your Builder's name and address (even for claims in years 3 – 10);
 - c. Your name, address and phone number (including Home and work numbers);
 - d. Reasonably specific description of the warranty item(s) to be reviewed;
 - e. A copy of any written notices previously sent to your Builder;
 - f. Photograph(s) may be required; and
 - g. A copy of each and every report you have obtained from any inspector or engineer.
4. You have an obligation to cooperate with the Administrator's inspection and investigation of your warranty request. From time to time, the Administrator may request information from you regarding an alleged Defect. Failure by you or your appointed representative to respond with the requested information within thirty (30) days of the date of the Administrator's request can result in the closing of your warranty file.
5. Actions taken to cure Defects will NOT extend the periods of specified coverages in this TRCC Addendum.

E. Obligations for Repair and Exclusions – Items that Might Impact Warranty Obligations

State Standards. The TRCC has established additional regulations that may impact whether a Construction Defect should be covered under the performance standard, what items are excluded under the performance standards and warranties, and what a Builder's obligations are regarding repairs. This TRCC Addendum attaches those provisions and incorporates them herein.

Generally, the requirements for repairs to covered items are set out in section 304.2(a) of the regulations. WPIC's repair obligations under this TRCC Addendum for covered items are as set forth therein for Builders. Those exceptions and exclusions from warranty coverage explained in section 304.2(b) also apply to WPIC. Finally, you are obligated to comply with the Homeowner obligations set forth in 304.2(c). Failure to do so may exclude a Construction Defect from coverage

**Section
III.
Making a
Claim
Under this
Warranty
(CONTINUED)**

under this Limited Warranty. Finally, the detailed repair obligations set forth in sections 304.10 to 304.100 apply to WPIC, in the event that WPIC is otherwise liable for repairs under this Limited Warranty.

F. Additional Exclusions

Notwithstanding WPIC's limited guaranty of portions of your Builder's warranty obligations and the assumption of the warranty on Major Structural Components during years 3 through 10, WPIC is not liable for:

1. Any deficiency which does not result in actual physical damage or loss to the Home.
2. Any Consequential Damages.
3. Personal property damage, death, or bodily injury.
4. Violation of applicable Building Codes or ordinances unless such violation results in a Defect which is otherwise covered under this TRCC Addendum. Under such circumstances, the obligation of the Warrantor under this TRCC Addendum shall only be to repair the defective warranted portion of the Home, but not to restore or bring the Home to conform to code.
5. Any request for warranty performance submitted to the Administrator after an unreasonable delay or later than thirty (30) days after the expiration of the applicable warranty period.
6. Warranted Defects that you repair without prior written authorization of the Administrator.

7. Any damages to, or resulting from, a swimming pool whether located within or outside the Home, as a result of its construction, placement, use, equipment, maintenance, etc.
8. The removal and/or replacement of items specifically excluded from coverage under this TRCC Addendum, such as landscaping or personal property, items not originally installed by your Builder, such as wallpaper, where removal and replacement are required to execute a repair.
9. The warranty of habitability.
10. Any Manufactured Products warranty.
11. Special Exclusions for Water Damage. Your Builder warrants your Home against water intrusion or water leaks under several of the performance standards adopted by the TRCC. However, notwithstanding any provisions in this TRCC Addendum that appear to be to the contrary, WPIC does not warrant the Home or any personal property against any water intrusion, water leaks, water damage, or any damage resulting from water. This applies to roof leaks, water leaks, plumbing leaks, or other complaints of water discharge. This further applies to the consequence of water damage, including mold, rust, dry rot, mildew, fungus, bacteria, damage to personal property, and other consequential damages. However, if a water leak resulting from a Construction Defect results in a non-compliance with the performance standards for Major Structural Components, WPIC will warrant that condition as set forth above.

**Section
IV.
Resolving
Disputes**

A. Resolving Disputes

1. All Unresolved Warranty Issues will be submitted to binding arbitration. The Arbitrator shall be an independent Arbitrator or arbitration service upon which you and RWC agree. This binding arbitration is governed by the procedures of the Federal Arbitration Act, 9 U.S.C. 1 *et. seq.* The party requesting arbitration must pay the arbitration filing fees before the matter is submitted to the arbitration service. Additional fees may be required by the Arbitrator and the initial costs may be allocated by the Arbitrator. After arbitration, the Arbitrator shall have the power to award the cost of this fee to any party or to split it among the parties to the arbitration. The arbitration shall be conducted in accordance with this TRCC Addendum and the arbitration rules and regulations to the extent that they are not in conflict with the Federal Arbitration Act.
2. Within one (1) year after an arbitration award, either party may apply to any court of competent jurisdiction to confirm the award. RWC's receipt of a written request for arbitration shall stop the running of any statute of limitations applicable to the matter to be arbitrated until the Arbitrator renders a decision. The decision of the Arbitrator shall be final and binding upon all parties.

3. Since this TRCC Addendum provides for mandatory binding arbitration of Unresolved Warranty Issues, if any party commences litigation in violation of this TRCC Addendum, such party shall reimburse the other parties to the litigation for their costs and expenses, including attorney fees, incurred in seeking dismissal of such litigation.
4. If the Arbitrator awards repairs as a form of relief the Arbitrator shall specify the time in which the repairs must be performed, which shall not be less than (60) days from the date of the Arbitrator's award. Repairs will begin as soon as possible and will be completed within the specified period with the exception of any repair that would reasonably take more than sixty (60) days to complete, including, but not limited to, repair delayed or prolonged by inclement weather. WPIC will complete any ordered repair or replacement as soon as possible without incurring overtime or week end expenses.
5. You may request a compliance arbitration after repairs are completed if any dispute remains about the repairs. You must pay the fees for the compliance arbitration prior to the matter being submitted to the arbitration service.

6. You must provide reasonable weekday access during normal business hours in order to perform repairs. Failure by you to provide such access may relieve the Warrantor of its obligations under this TRCC Addendum.
7. The Warrantor has the choice to repair, replace or pay the reasonable cost to repair or replace warranted items which do not meet the Performance Standards and are not excluded for coverage.

B. Conditions

1. This TRCC Addendum provides coverage only in excess of coverage provided by other warranties or insurance, including, but not limited to, the RWC Limited Warranty #319.
2. This TRCC Addendum is binding on the Builder and you and your heirs, executors, administrators, successors and assigns.
3. This TRCC Addendum is separate and apart from your contract and/or other sales agreements with your Builder. It cannot be affected, altered or amended in any way by any other agreement which you may have.
4. This TRCC Addendum cannot be modified, altered or amended in any way except by a formal written instrument signed by you, your Builder and the Administrator.
5. If any provision of this TRCC Addendum is determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.
6. All notices required under this TRCC Addendum must be in writing and sent by certified mail, return receipt requested, postage prepaid, to the recipient's address shown on the Application For Warranty form, or to whatever address the recipient may designate in writing.
7. If actions by the Warrantor on any obligations under this TRCC Addendum are delayed by an event beyond its control, such performance will be excused until the delaying effects of the event are remedied. Such events include, but are not limited to, acts of God or nature, acts of the common enemy, war, riot, civil commotion or sovereign conduct, or acts or omissions by you or any other person not a party of this TRCC Addendum.
8. If your Builder fails to complete any part of the Home that is reasonably foreseeable to cause structural damage to the Home, then it is your responsibility to complete such parts of the Home to avoid the structural damage. If you fail to complete the work, then any resulting structural damage is not covered under this TRCC Addendum.
9. Costs incurred for unauthorized repairs to warranted items are not reimbursable. Written authorization prior to incurring expenses must be obtained from the Administrator.
10. Whenever appropriate, the use of one gender includes all genders and the use of the singular includes the plural.

11. Under this TRCC Addendum, the Warrantor is not responsible for exact color, texture or finish matches in situations where materials are replaced or repaired, or for areas repainted or when original materials are discontinued.
12. Your Builder must assign to you all manufacturers' warranties on products included in the Final Sales Price of your Home. Neither the Insurer nor the Administrator shall be liable for your Builder's failure to do so.
13. You are responsible for establishing a written, final walk-through inspection list of items in need of service prior to occupancy or closing, whichever is first. This list must be signed and dated by you and your Builder. Keep a copy for your records.

C. Limitation of Liability

1. The Warrantor's liability and obligations are limited to the repair, replacement or the payment of the reasonable cost of repair or replacement of warranted items not to exceed an aggregate equal to the Final Sales Price of the Home listed on the Application For Warranty form or in the absence of an Application for Warranty form, as otherwise provided to the Administrator by the Builder. The choice to repair, replace or make payment is the Warrantor's.
2. Only warranted items which are specifically designated in the Performance Standards are covered by this TRCC Addendum.

D. Conditions of Warranty Performance

1. When your request for warranty performance is determined to be a warranted issue, the Warrantor reserves the right to repair or replace the warranted item, or to pay you the reasonable cost of repair or replacement.
2. In Years 1 and 2, if your Builder has filed bankruptcy or is no longer in business and cannot be located during the warranty period, the Administrator will process the request for warranty performance provided you pay a warranty service fee of \$250 for each request prior to repair or replacement.
3. If the Administrator elects to award you cash rather than repair or replace a warranted item, the warranty service fee will be subtracted from the cash payment.
4. If the Warrantor pays the reasonable cost of repairing a warranted item, the payment shall be made to you and to any mortgagee or mortgagee's successor as each of your interests may appear; provided that the mortgagee has notified the Administrator in writing of its security interest in the Home prior to such payment. Warrantor shall not have any obligation to make payment jointly to the Purchaser and mortgagee where the mortgagee has not notified your Builder or the Administrator in writing of its security interest in the Home prior to such payment. Any mortgagee shall be completely

**Section
IV.
Resolving
Disputes**
(CONTINUED)

- bound by any mediation or arbitration relating to a request for warranty performance between you and the Warrantor.
5. Prior to payment for the reasonable cost of repair or replacement of warranted items, you must sign and deliver to the Builder or the Administrator, as applicable, a full and unconditional release, in recordable form, of all legal obligations with respect to the warranted Defects and any conditions arising from the warranted items.
 6. Upon completion of repair or replacement of a warranted Defect, you must sign and deliver to the Builder or the Administrator and WPIC, as applicable, a full and unconditional release, in recordable form, of all legal obligations with respect to the Defect and any conditions arising from the situation. The repaired or replaced warranted item will continue to be warranted by this Limited Warranty for the remainder of the applicable period of coverage.
 7. If the Warrantor repairs, replaces or pays you the reasonable cost to repair or replace a warranted item, the Warrantor shall be subrogated to all your rights of recovery against any person or entity. You must execute and deliver any and all instruments and papers and take any and all other actions necessary to secure such rights, including, but not limited to, assignment of proceeds of any insurance or other warranties to the Warrantor. You shall do nothing to prejudice these rights of subrogation.
 8. Any Warrantor obligation is conditioned upon your proper maintenance of the Home and grounds to prevent damage due to neglect, abnormal use or improper maintenance.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
1. FOUNDATIONS AND SLABS			
RAISED FLOOR FOUNDATIONS OR CRAWL SPACES	1.1 A crawl space shall be graded and drained properly to prevent surface run-off from accumulating deeper than two inches in areas 36 inches or larger in diameter. Exterior drainage around perimeter crawl space wall shall not allow water to accumulate within ten feet of the foundation for more than 24 hours after a rain except in a sump that drains other areas.	If the crawl space is not graded or does not drain in accordance with the Performance Standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall not modify improperly the existing grade or allow water from an irrigation system to cause water to accumulate excessively under the foundation. The Homeowner shall not allow landscape plantings to interfere with proper drainage away from the foundation. The Homeowner shall not use the crawl space for storage of any kind.
	1.2 Water shall not enter through the basement or crawl space wall or seep through the basement floor.	If water enters the basement or crawl space wall or seeps through the basement floor, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall not modify improperly the existing grade or allow water from the irrigation system to cause water to accumulate excessively near the foundation. The Homeowner shall not allow landscape plantings to interfere with proper drainage away from the foundation.
CONCRETE SLAB FOUNDATIONS, EXCLUDING FINISHED CONCRETE FLOORS	1.3 Concrete floor slabs in living spaces that are not otherwise designed with a slope for drainage, such as a laundry room, shall not have excessive pits, depressions or unevenness equal to or exceeding 3/8 of an inch in any 32 inches and shall not have separations or cracks that equal or exceed 1/8 of an inch in width or 1/16 of an inch in vertical displacement.	If a concrete floor slab in a living space fails to meet the stated standard, the Builder shall take action as is necessary to bring the variance within that standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	1.4 Concrete slabs shall not have protruding objects, such as a nail, rebar or wire mesh.	If a concrete slab has a protruding object, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	1.5 A separation in an expansion joint in a concrete slab shall not equal or exceed 1/4 of an inch vertically or one inch horizontally from an adjoining section.	If an expansion joint in a concrete slab fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
EXTERIOR CONCRETE INCLUDING PATIOS, STEM WALLS, DRIVEWAYS, STAIRS OR WALKWAYS	1.6 Concrete corners or edges shall not be damaged excessively due to construction activities.	If a concrete corner or edge is damaged excessively, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	1.7 A crack in exterior concrete shall not cause vertical displacement equal to or in excess of 1/4 of an inch or horizontal separation equal to or excess of 1/4 of an inch.	If an exterior concrete slab is cracked, separated or displaced beyond the Performance Standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall not over-water surrounding soil or allow the surrounding soil to become excessively dry. The Homeowner shall not allow heavy equipment to be placed on the concrete.

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
1. FOUNDATIONS AND SLABS (CONTINUED)			
EXTERIOR CONCRETE INCLUDING PATIOS, STEM WALLS, DRIVEWAYS, STAIRS OR WALKWAYS (CONTINUED)	1.8 The finish on exterior concrete shall not be excessively smooth, so that the surface becomes slippery.	If the finish on exterior concrete is excessively smooth so that the surface becomes slippery, the Builder shall take such action as is necessary to bring the variance within the standard.	A concrete surface that has been designed to be smooth is excepted from this Performance Standard.
	1.9 Exterior concrete shall not contain a protruding object, such as a nail, rebar or wire mesh.	If an exterior concrete surface has a protruding object, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	1.10 A separation in an expansion joint in an exterior concrete shall not equal or exceed 1/2 of an inch vertically from an adjoining section or one inch horizontally, including joint material.	If an expansion joint fails to perform in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	1.11 A separation in a control joint shall not equal or exceed 1/4 of an inch vertically or 1/2 of an inch horizontally from an adjoining section.	If a control joint fails to perform in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	1.12 Concrete stair steepness and dimensions, such as tread width, riser height, landing size and stairway width shall comply with the Code.	If the steepness and dimensions of concrete stairs do not comply with the Code, the Builder shall take such action as is necessary to bring the variance within the standard for Code compliance.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	1.13 Handrails shall remain securely attached to concrete stairs.	If handrails are not firmly attached to the concrete stairs, the Builder shall take such steps necessary as to attach the rails securely.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	1.14 Concrete stairs or stoops shall not settle or heave in an amount equal to or exceeding 3/8 of an inch. Concrete stairs or stoops shall not separate from the Home in an amount equal to or exceeding one inch, including joint material.	If the stairs or stoops settle or heave or separate from the Home in an amount equal to or exceeding the standard, Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	1.15 A driveway will not have a negative slope unless due to site conditions, the lot is below the road. If a driveway has a negative slope due to site conditions, it shall have swales or drains properly installed to prevent water from entering into the garage.	If a driveway has a negative slope that allows water to enter the garage in normal weather conditions, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	1.16 Concrete floor slabs in detached garages, carports or porte-cocheres shall not have excessive pits, depressions, deterioration or unevenness. Separations or cracks in these slabs shall not equal or exceed 3/16 of an inch in width, except at expansion joints, or 1/8 of an inch in vertical displacement.	If a concrete floor slab in a detached garage, carport or porte-cochere does not meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
2. FRAMING			
WALLS	<p>2.1 Walls shall not bow or have depressions that equal or exceed 1/4 of an inch out of line within any 32-inch horizontal measurement as measured from the center of the bow or depression or 1/2 of an inch within any 8-foot vertical measurement.</p> <p>2.2 Walls shall be level, plumb and square to all adjoining openings or other walls within 3/8 of an inch in any 32-inch measurement.</p> <p>2.3 A crack in a beam or a post shall not equal or exceed 1/2 of an inch in width at any point along the length of the crack.</p> <p>2.4 A non-structural post or beams shall not have a warp or twist equal or exceeding one inch in 8-feet of length. Warping or twisting shall not damage beam pocket.</p> <p>2.5 Exterior sheathing shall not delaminate or swell.</p> <p>2.6 An exterior moisture barrier shall not allow an accumulation of moisture inside the barrier.</p>	<p>If a wall does not meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.</p> <p>If a wall does not meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.</p> <p>If a crack in the beam or post fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.</p> <p>If a non-structural post or beam fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.</p> <p>If exterior sheathing delaminates or swells, the Builder shall take such action as is necessary to bring the variance within the standard.</p> <p>If an exterior moisture barrier allows an accumulation of moisture inside the barrier, the Builder shall take such action as is necessary to bring the variance within the standard.</p>	<p>Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.</p> <p>Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.</p> <p>Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.</p> <p>Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.</p> <p>The Homeowner shall not make penetrations in the exterior finish of a wall that allow moisture to come in contact with the exterior sheathing.</p> <p>The Homeowner shall not make penetrations through the exterior moisture barrier that permit the introduction of moisture inside the barrier.</p>
CEILINGS	<p>2.7 A ceiling shall not bow or have depressions that equal or exceed 1/2 of an inch out of line within a 32-inch measurement as measured from the center of the bow or depression running parallel with a ceiling joist.</p>	<p>If a ceiling has a bow or depression that is greater than the standard, the Builder shall take such action as is necessary to bring the variance within the standard.</p>	<p>Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.</p>
SUB-FLOORS	<p>2.8 Under normal residential use, the floor shall not make excessive squeaking or popping sounds.</p> <p>2.9 Sub-floors shall not delaminate or swell to the extent that it causes observable physical damage to the floor covering or visually affects the appearance of the floor covering.</p>	<p>If the floor makes excessive squeaking and popping sounds under normal residential use, the Builder shall take such action as is necessary to bring the variance within the standard.</p> <p>If a sub-floor delaminates or swells to the extent that it affects the flooring covering as stated, the Builder shall take such action as is necessary to bring the variance within the standard.</p>	<p>Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.</p> <p>Exposed structural flooring, where the structural flooring is used as the finished flooring, is excluded from the standard.</p>

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
2. FRAMING (CONTINUED)			
SUB-FLOORS (CONTINUED)	2.10 Sub-flooring shall not have excessive humps, ridges, depressions or slope within any room that equals or exceeds 3/8 of an inch in any 32-inch direction.	If the sub-flooring fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
STAIRS	2.11 Stair steepness and dimensions such as tread width, riser height, landing size and stairway width, shall comply with the Code.	If stair steepness and dimensions do not comply with the Code, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	2.12 Under normal residential use, stairs shall not make excessive squeaking or popping sounds.	If stairs make excessive squeaking and popping sounds under normal residential use, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
3. DRYWALL			
DRYWALL	3.1 A drywall surface shall not have a bow or depression that equals or exceeds 1/4 of an inch out of line within any 32-inch horizontal measurement as measured from the center of the bow or depression or 1/2 of an inch within any 8-foot vertical measurement.	If a drywall surface fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	3.2 A ceiling made of drywall shall not have bows or depressions that equal or exceed 1/2 of an inch out of line within a 32-inch measurement as measured from the center of the bow or depression running parallel with a ceiling joist or within 1/2 of an inch deviation from the plane of the ceiling within any 8-foot measurement.	If a drywall ceiling fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	3.3 A drywall surface shall not have a crack such that any crack equals or exceeds 1/32 of an inch in width at any point along the length of the crack.	If a drywall surface has a crack that exceeds the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	3.4 Crowning at a drywall joint shall not equal or exceed 1/4 of an inch within a 12-inch measurement centered over the drywall joint.	If crowning at a drywall joint exceeds the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	Crowning occurs when a drywall joint is higher than the plane of the drywall board on each side.
	3.5 A drywall surface shall not have surface imperfections such as blisters, cracked corner beads, seam lines, excess joint compound or trowel marks that are visible from a distance of 6 feet or more in normal light.	If a drywall surface fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
3. DRYWALL (CONTINUED)			

DRYWALL (CONTINUED)	3.6 A drywall surface shall not be out of level (horizontal), plumb (vertical) or square (perpendicular at a 90-degree angle) such that there are variations in those measurements to wall or surface edges at any opening, corner, sill, shelf, etc. shall not equal or exceed 3/8 of an inch in any 32-inch measurement along the wall or surface.	If a drywall surface fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	3.7 Nails or screws shall not be visible in a drywall surface.	If nails or screws are visible, the builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

4. INSULATION			
----------------------	--	--	--

INSULATION	4.1 Insulation shall be installed in the walls, ceilings and floors of a Home in accordance with the building plan and specifications and the Code.	If the insulation in walls, ceilings or floors is not in accordance with the building plans and specifications and the Code, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	4.2 Blown insulation in the attic shall not displace or settle so that it reduces the R-value below manufacturer's specifications, the building plans and the Code.	If the blown insulation in the attic reduces, settles or is displaced to the extent that the R-value is below the manufacturer's specifications, the building plans and Code, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	4.3 A gap equal to or in excess of 1/4 of an inch between insulation batts or a gap between insulation batts and framing members is not permitted.	If a gap equal to or greater than 1/4 of an inch occurs between insulation batts or a gap occurs between an insulation batt and a framing member, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	4.4 Insulation shall not cover or block a soffit vent to the extent that it blocks the free flow of air.	If the insulation covers or blocks the soffit vent, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

5. EXTERIOR SIDING & TRIM			
--------------------------------------	--	--	--

EXTERIOR SIDING	5.1 Exterior siding shall be equally spaced and properly aligned. Horizontal siding shall not equal or exceed 1/2 of an inch off parallel with the bottom course or 1/4 of an inch off parallel with the adjacent course from corner to corner.	If siding is misaligned or unevenly spaced and fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
----------------------------	--	--	---

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
5. EXTERIOR SIDING & TRIM (CONTINUED)			
EXTERIOR SIDING (CONTINUED)	5.2 Siding shall not gap or bow. A siding end joint shall not have a gap that equals or exceeds 1/4 of an inch in width. Siding end joint gaps shall be caulked. A bow in siding shall not equal or exceed 3/8 of an inch out of line in a 32-inch measurement.	If siding has gaps or bows that exceed the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.3 Nails shall not protrude from the finished surface of siding but nail heads may be visible on some products where allowed by the manufacturer's specifications.	If a nail protrudes from the finished surface of siding, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.4 Siding shall not have a nail stain.	If siding has a nail stain, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.5 Siding and siding knots shall not become loose or fall off.	If siding or siding knots become loose or fall off, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.6 Siding shall not delaminate.	If siding fails to comply with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.7 Siding shall not cup in an amount equal to or exceeding 1/4 of an inch in a 6-foot run.	If siding fails to comply with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.8 Siding shall not have cracks or splits that equal or exceed 1/8 of an inch in width.	If siding fails to comply with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.9 A joint between two trim pieces shall not have a separation at the joint equal to or exceeding 1/4 of an inch in width and all trim joints shall be caulked.	If there is a separation at a trim joint that fails to comply with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
EXTERIOR TRIM	5.10 Exterior trim and eave block shall not warp in an amount equal to or exceeding 1/2 of an inch in an 8-foot run.	If exterior trim or eave block warps in excess of the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.11 Exterior trim and eave block shall not cup in an amount equal to or in excess of a 1/4 of an inch in a 6-foot run.	If exterior trim or eave block cups in excess of the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
5. EXTERIOR SIDING & TRIM (CONTINUED)			
EXTERIOR TRIM (CONTINUED)	5.12 Exterior trim and eave block shall not have cracks or splits equal to or in excess of 1/8 of an inch in average width.	If exterior trim or eave block has cracks in excess of the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	5.13 Trim shall not have nails that completely protrude through the finished surface of the trim but nail heads may be visible on some products.	If a nail protrudes from the finished surface of the trim, the Builder shall take such action as is necessary to bring the variance within the standard.	Some products specify that the nails be flush with the trim surface. When these products are used, visible nail heads are not considered protruding nails as long as they are painted over.
	5.14 Trim shall not have a nail stain.	If trim has a nail stain, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
6. MASONRY INCLUDING BRICK, BLOCK & STONE			
MASONRY	6.1 A masonry wall shall not bow in an amount equal to or in excess of one inch when measured from the base to the top of the wall.	If a masonry wall fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The standard does not apply to natural stone products.
	6.2 A masonry unit or mortar shall not be broken or loose.	If a masonry unit or mortar fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	6.3 A masonry mortar crack shall not equal or exceed 1/8 of an inch in width.	If a crack in masonry mortar fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	6.4 A masonry unit or mortar shall not deteriorate.	If a masonry unit or mortar fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	6.5 Masonry shall not have dirt, stain or debris on the surface due to construction activities.	If masonry fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	6.6 A gap between masonry and adjacent material shall not equal or exceed 1/4 of an inch in average width and all such gaps shall be caulked.	If a gap between masonry and adjacent material fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	6.7 Mortar shall not obstruct a functional opening, such as a vent, weep hole or plumbing cleanout.	If the mortar obstructs a functional opening, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall not put any material into weep holes. Weep holes are an integral part of the wall drainage system and must remain unobstructed.

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
7. STUCCO			
STUCCO	7.1 Stucco surfaces shall not be excessively bowed, uneven, or wavy.	If a stucco surface fails to perform as stated, the Builder shall take such action as is necessary to bring the variance within the standard.	This standard shall not apply to decorative finishes.
	7.2 Stucco shall not be broken or loose.	If stucco is broken or loose, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	7.3 Stucco shall not have cracks that equal or exceed 1/8 of an inch in width at any point along the length of the crack.	If the stucco fails to perform as stated, the Builder shall take such action as is necessary to bring the variance within the standard.	The Builder shall not be responsible for repairing cracks in stucco caused by the Homeowner's actions, including the attachment of devices to the stucco surface, such as, but not limited to, patio covers, plant holders, awnings and hose racks.
	7.4 Stucco shall not deteriorate excessively.	If the stucco deteriorates excessively, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall not allow water from irrigation systems to contact stucco finishes excessively.
	7.5 Stucco shall not have dirt, stain or debris on surface due to construction activities.	If the stucco fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standards.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	7.6 Stucco surfaces shall not have imperfections that are visible from a distance of 6 feet under normal lighting conditions that disrupt the overall uniformity of the finished pattern.	If the stucco fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	7.7 The lath shall not be exposed.	If the lath is exposed, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	7.8 A separation between the stucco joints shall not equal or exceed 1/16 of an inch in width.	If a separation between the stucco joints occurs in excess of the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	7.9 A separation between a stucco surface and adjacent material shall not equal or exceed 1/4 of an inch in width and all separations shall be caulked.	If a separation occurs between a stucco surface and adjacent material occurs in excess of the standard or if such a separation is not caulked, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
7. STUCCO (CONTINUED)			
STUCCO (CONTINUED)	7.10 Stucco shall not obstruct a functional opening, such as a vent, weep hole or plumbing cleanout.	If stucco obstructs a functional opening, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	7.11 Stucco screed shall have a minimum clearance of at least 4 inches above the soil or landscape surface and at least 2 inches above any paved surface.	If the stucco screed clearance does not meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	7.12 Exterior Installation Finish Systems (EIFS) stucco screed shall clear any paved or unpaved surface by 6 inches.	If the EIFS stucco screed clearance does not meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
8. ROOFS			
ROOFS	8.1 Flashing shall prevent water penetration.	If the flashing fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Builder shall not be responsible for leaks caused by extreme weather.
	8.2 The roof shall not leak.	If the roof fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Builder shall not be responsible for leaks caused by extreme weather. The Homeowner shall perform periodic maintenance to prevent leaks due to build-up of debris, snow or ice. The Homeowner shall take such action as is necessary to prevent downspouts and gutters from becoming clogged.
	8.3 A vent, louver or other installed attic opening shall not leak.	If a vent, louver or other installed attic opening fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Builder shall not be responsible for leaks caused by extreme weather.
	8.4 A gutter or downspout shall not leak or retain standing water. After cessation of rainfall, standing water in an unobstructed gutter shall not equal or exceed 1/2 of an inch in depth.	If a gutter or downspout fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Builder shall not be responsible for leaks caused by extreme weather. The Homeowner shall maintain and clean gutters and downspouts to prevent buildup of debris or other obstructions.
	8.5 Shingles, tiles, metal or other roofing materials shall not become loose or fall off in wind speeds less than those set forth in the manufacturer's specifications.	If the shingles, tiles, metal or other roofing materials fail to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	8.6 A skylight shall not leak.	If a skylight fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
8. ROOFS (CONTINUED)			

ROOFS (CONTINUED)	8.7 Water shall drain from a built-up roof within two hours after cessation of rainfall.	If the built-up roof fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The standard does not require that the roof dry completely within the time period.
	8.8 A roof tile shall not be cracked or broken. No shingle shall be broken so that it detracts from the overall appearance of the Home.	If roof tiles or shingles fail to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	8.9 A pipe, vent, fireplace or other object designed to penetrate the roof shall not be located within the area of roof valley centerline without proper "cricketing" or other Code-approved water diversion methods.	If a pipe, vent, fireplace or other object designed to penetrate the roof is not correctly located as provided in the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	8.10 The exterior moisture barrier of the roof shall not allow moisture penetration.	If the exterior moisture barrier fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall not make penetrations through exterior moisture barrier of the roof.

9. DOORS & WINDOWS			
-------------------------------	--	--	--

DOORS & WINDOWS	9.1 When closed, a door or window shall not allow excessive infiltration of air or dust.	If a door or window fails to meet the standard the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	9.2 When closed, a door or window shall not allow excessive accumulation of moisture inside the door or window.	If a door or window fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall keep weep holes on windows and doors free of dirt buildup and debris, thereby allowing water to drain properly. Most door and window assemblies are designed to open, close and weep moisture—allow condensation or minor penetration by the elements to drain outside.
	9.3 Glass in doors and windows shall not be broken due to improper installation or construction activities.	If glass in a window or door is broken due to improper installation or construction activities, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	9.4 A screen in a door or window shall fit properly and shall not be torn or damaged due to construction activities. A screen shall not have a gap equal to or exceeding 1/4 of an inch between the screen frame and the window frame.	If a screen in a door or window fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
9. DOORS & WINDOWS (CONTINUED)			
DOORS & WINDOWS (CONTINUED)	9.5 There shall be no condensation between window and door panes in a sealed insulated glass unit.	If a window or door fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall not apply a tinted window film or coating to window or door panes in sealed insulated glass units.
	9.6 A door or window latch or lock shall close securely and shall not be loose or rattle.	If a door, window latch or lock fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	9.7 A door or window shall operate easily and smoothly and shall not require excessive pressure when opening or closing.	If a door or window fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	9.8 A door or window shall be painted or stained according to the manufacturers' specifications.	If a window or door fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
WINDOWS	9.9 A double hung window shall not move more than two inches when put in an open position.	If a window fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
DOORS	9.10 A sliding door and door screen shall stay on track.	If a sliding door or door screen fails to perform to the standard, Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall clean and lubricate sliding door or door screen hardware as necessary.
	9.11 The spacing between an interior door bottom and original floor covering, except closet doors, shall not exceed 1.5 inches and shall be at least 1/2 of an inch. The spacing between an interior closet door bottom and original floor covering shall not exceed two inches and shall be at least 1/2 of an inch.	If the spacing between a door bottom and the original floor covering does not meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	9.12 A door shall not delaminate.	If a door becomes delaminated, a Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	9.13 A door panel shall not split so that light from the other side is visible.	If a door panel fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	9.14 A door shall open and close without binding.	If a door fails to perform in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
9. DOORS & WINDOWS (CONTINUED)			
DOORS (CONTINUED)	9.15 A door shall not warp to the extent that it becomes inoperable. A warp in a door panel shall not equal or exceed 1/4 of an inch from original dimension measured vertically, horizontally or diagonally from corner to corner.	If a door fails to perform in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	9.16 A storm door shall open and close properly and shall fit properly.	If a door fails to perform in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	9.17 When a door is placed in an open position, it shall remain in the position it was placed, unless the movement is caused by airflow.	If a door fails to perform in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	9.18 A metal door shall not be dented or scratched due to construction activities.	If a metal door fails to comply with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
GARAGE DOORS	9.19 A metal garage door shall not be dented or scratched due to construction activities.	If a metal garage door fails to comply with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	9.20 A garage door opener, if provided, shall operate properly in accordance with manufacturer's specifications.	If a garage door opener fails to perform in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	A Homeowner shall maintain tracks, rollers and chains and shall not block or bump sensors to electric garage door openers.
	9.21 A garage door shall not allow excessive water to enter the garage and the gap around the garage door shall not equal or exceed 1/2 of an inch in width.	If a garage door allows excessive water to enter the garage or the gap around the garage door equals or exceeds 1/2 of an inch, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	9.22 A garage door spring shall operate properly and shall not lose appreciable tension, break or be undersized.	If a garage door spring fails to perform in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	9.23 A garage door shall remain in place at any open position, operate smoothly and not be off track.	If a garage door fails to perform in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
10. INTERIOR FLOORING			
CARPET	10.1 Carpet shall not wrinkle and shall remain tight, lay flat and be securely fastened.	If the carpet fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	10.2 Carpet seams shall be smooth without a gap or overlap.	If the carpet fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	10.3 Carpet shall not be stained or spotted due to construction activities.	If the carpet fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
CONCRETE FLOORS	10.4 A finished slab, located in a living space that is not otherwise designed for drainage, shall not have pits, depressions or unevenness that equals or exceeds 3/8 of an inch in any 32 inches.	If a finished concrete slab in a living space fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Finished concrete slabs in living spaces that are designed for drainage, such as a laundry room, are excepted from the standard.
	10.5 Finished concrete slabs in living spaces shall not have separations, including joints, and cracks that equal or exceed 1/8 of an inch in width or 1/16 of an inch in vertical displacement.	If a finished concrete slab in a living space fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
WOOD FLOORING	10.6 Wood flooring shall not have excessive humps, depressions or unevenness that equals or exceeds 3/8 of an inch in any 32-inch direction within any room.	If wood flooring fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	10.7 Wood flooring shall remain securely attached to the foundation or sub-floor unless the wood flooring is designed to be installed without nails, glue, adhesives or fasteners.	If wood flooring fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	10.8 Wood flooring shall not have open joints and separations that equal or exceed 1/8 of an inch.	If wood flooring fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	These standards do not apply to non-hardwood species that contain greater moisture and may shrink after installation or structural floors that are designed to serve as the finished floor. If the floor is designed as a structural finish floor, the Builder must provide a written explanation of the characteristics of that floor to the Homeowner prior to the execution of the contract.

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
10. INTERIOR FLOORING (CONTINUED)			
WOOD FLOORING (CONTINUED)	10.9 Strips of floorboards shall not cup in an amount that equals or exceeds 1/16 of an inch in height in a 3-inch distance when measured perpendicular to the length of the board.	If the wood flooring fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	This standard does not apply to non-hardwood species that typically shrink after installation or structural floors that are designed to serve as the finished floor. If the floor is designed as a structural finish floor, the builder must provide a written explanation of the characteristics of that floor to the Homeowner.
	10.10 Unless installed as a specialty feature, wood flooring shall not have excessive shade changes or discoloration due to the construction activities of the Builder.	If the wood floor fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	10.11 Unless installed as a specialty feature, wood flooring shall not be stained, spotted or scratched due to construction activities of the Builder.	If wood flooring fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
VINYL FLOORING	10.12 Vinyl flooring shall be installed square to the most visible wall and shall not vary by 1/4 of an inch in any 6-foot run.	If the vinyl flooring fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	10.13 The seam alignment in vinyl flooring shall not vary such that the pattern is out of alignment in an amount that equals or exceeds 1/8 of an inch.	If the vinyl flooring fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	10.14 Vinyl flooring shall remain securely attached to the foundation or sub-floor.	If the vinyl flooring fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	10.15 A vinyl floor shall not have a depression that equals or exceeds 1/2 of an inch in any 6-foot run.	If a vinyl floor has a depression that exceeds the standard and the depression is due to construction activities, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	10.16 A vinyl floor shall not have a ridge that equals or exceeds 1/2 of an inch when measured as described.	If a vinyl floor has a ridge that fails to comply with the standard and the ridge is due to construction activities, the Builder shall take such action as is necessary to bring the variance within the standard.	The ridge measurement shall be made by measuring the gap created when a 6-foot straight edge is placed tightly 3 inches on each side of the defect and the gap is measured between the floor and the straight edge at the other end.
	10.17 Vinyl floor shall not be discolored, stained or spotted due to the construction activities of the Builder.	If the vinyl floor fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
10. INTERIOR FLOORING (CONTINUED)			
VINYL FLOORING (CONTINUED)	<p>10.18 Vinyl flooring shall not be scratched, gouged, cut or torn due to construction activities.</p> <p>10.19 Debris, sub-floor seams, nails and/or screws shall not be detectable under the vinyl floor from a distance of 3 feet or more in normal light.</p> <p>10.20 Sub-flooring shall not cause vinyl flooring to rupture.</p> <p>10.21 A seam in vinyl flooring shall not have a separation that equals or exceeds 1/16 of an inch in width. Where dissimilar materials abut, there shall not be a gap equal to or greater than 1/8 of an inch.</p>	<p>If the vinyl flooring fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.</p> <p>If the vinyl flooring fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.</p> <p>If vinyl flooring fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.</p> <p>If vinyl flooring fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.</p>	<p>Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.</p> <p>Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.</p> <p>Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.</p> <p>Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.</p>
11. HARD SURFACES, INCLUDING CERAMIC TILE, FLAGSTONE, MARBLE, GRANITE, SLATE, QUARRY TILE, FINISHED CONCRETE OR OTHER HARD SURFACES			
HARD SURFACES	<p>11.1 A hard surface shall not break or crack due to construction activities.</p> <p>11.2 A hard surface shall remain secured to the substrate.</p> <p>11.3 A surface imperfection in floor hard surface shall not be visible from a distance of 3 feet or more in normal light. A surface imperfection in non-floor hard surface shall not be visible from a distance of 2 feet or more in normal light.</p> <p>11.4 Color variations between field hard surfaces and trim hard surfaces should not vary excessively due to construction activities.</p> <p>11.5 Hard surface areas shall not leak.</p>	<p>If a hard surface is cracked or broken due to construction activities, the Builder shall take such action as is necessary to bring the variance within the standard.</p> <p>If a hard surface fails to perform in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.</p> <p>If a hard surface fails to meet the standards due to construction activities, the Builder shall take such action as is necessary to bring the variance within the standard.</p> <p>If color variations between field and trim hard surfaces are excessive and are due to construction activities, the Builder shall take such action as is necessary to bring the variance within the standard.</p> <p>If a hard surface area fails to perform in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.</p>	<p>Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.</p> <p>Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.</p> <p>Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.</p> <p>Natural products such as flagstone, marble, granite, slate and other quarry tile will have color variation.</p> <p>Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.</p>

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
11. HARD SURFACES, INCLUDING CERAMIC TILE, FLAGSTONE, MARBLE, GRANITE, SLATE, QUARRY TILE, FINISHED CONCRETE OR OTHER HARD SURFACES (CONTINUED)			
HARD SURFACES (CONTINUED)	<p>11.6 The surfaces of two adjacent hard surfaces shall not vary in an amount equal to or exceeding 1/16 of an inch displacement at a joint, with the exception of transition trim pieces.</p> <p>11.7 Hard surface layout or grout line shall not be excessively irregular.</p> <p>11.8 Hard surface countertops shall be level to within 1/4 of an inch in any 6-foot measurement.</p>	<p>If a joint between two hard surfaces fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.</p> <p>If hard surface layouts or grout lines fail to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.</p> <p>If a hard surface countertop is not level to within the standard, the Builder shall take such action as is necessary to bring the variance within the standard.</p>	<p>Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.</p> <p>Natural products such as flagstone, marble, granite, slate, and other quarry tile will have size variations that may create irregular layouts or grout lines.</p> <p>Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.</p>
GROUT	<p>11.9 Grout shall not crack or deteriorate.</p> <p>11.10 Grout shall not change shade or discolor excessively due to construction activities.</p>	<p>If grout fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.</p> <p>If grout fails to perform to the standard, the Builder shall take such action as is necessary to bring the variance within the standard.</p>	<p>Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.</p> <p>Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.</p>
CONCRETE COUNTERTOPS	<p>11.11 A concrete countertop shall not have excessive unevenness that equal or exceed 1/8 of an inch in any 32-inch measurement.</p> <p>11.12 A concrete countertop shall not have separations or cracks equal to or exceeding 1/16 of an inch in width or 1/64 of an inch in vertical displacement.</p> <p>11.13 A finished concrete countertop shall not be stained, spotted or scratched due to construction activities.</p> <p>11.14 A concrete countertop shall not have a chipped edge that extends beyond 1/16 of an inch from the edge of the countertop due to construction activities.</p> <p>11.15 A concrete countertop shall not change shade or discolor excessively due to construction activities.</p>	<p>If a concrete countertop fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.</p> <p>If a concrete countertop fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.</p> <p>If a concrete countertop fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.</p> <p>If a concrete countertop fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.</p> <p>If a concrete countertop fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.</p>	<p>Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.</p> <p>Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.</p> <p>Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.</p> <p>Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.</p> <p>Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.</p>

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
12. PAINTING, STAIN & WALL COVERINGS			
CAULKING	12.1 Interior caulking shall not deteriorate or crack excessively.	If the interior caulking fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	12.2 Paint or stain shall not have excessive color, shade or sheen variation.	If the paint or stain fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	This standard shall not apply to stained woodwork. Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
PAINTING & STAIN	12.3 Paint shall cover all intended surfaces so that unpainted areas shall not show through paint when viewed from a distance of 6 feet in normal light.	If the painting fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.4 Interior paint or stain shall not deteriorate.	If paint or stain fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.5 Exterior paint or stain shall not deteriorate excessively.	If paint or stain fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.6 Paint over-spray shall not exist on any surface for which it was not intended.	If the paint is sprayed onto a surface for which it was not intended, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.7 Interior varnish, polyurethane or lacquer finish shall not deteriorate.	If an interior finish fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.8 Exterior varnish, polyurethane or lacquer finishes shall not deteriorate excessively.	If an exterior finish fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Exterior varnish, polyurethane or lacquer finishes that are subject to direct sunlight are excluded from this standard. Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.9 Interior painted, varnished or finished surface shall not be scratched, dented, nicked or gouged due to construction activities.	If interior painted, varnished or finished surfaces fail to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.10 A paint product shall perform as represented by the manufacturer to meet manufacturer's specifications for washability and/ or scrubability.	If the paint product fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
12. PAINTING, STAIN & WALL COVERINGS (CONTINUED)			
WALL COVERINGS	12.11 A wall covering shall be properly secured to the wall surface and shall not peel or bubble.	If a wall covering fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.12 Pattern repeats in wall coverings shall match. Wall coverings shall be installed square to the most visible wall. Pattern repeats shall not vary in an amount equal to or exceeding 1/4 of an inch in any 6-foot run.	If the wall covering fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.13 A wall covering seam shall not separate or gap.	If the wall covering fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.14 Lumps or ridges in a wall covering shall not be detectable from a distance of 6 feet or more in normal light.	If the appearance of the wall covering fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.15 Wall coverings shall not be discolored, stained or spotted due to construction activities.	If a wall covering fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.16 Wall coverings shall not be scratched, gouged, cut or torn due to construction activities.	If a wall covering fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	12.17 Wall coverings shall perform as represented by the manufacturer to meet manufacturer's specifications for washability and/or scrubability.	If a wall covering fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
13. PLUMBING			
PLUMBING ACCESSORIES	13.1 A fixture surface shall not have a chip, crack, dent or scratch due to construction activities.	If a fixture fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	13.2 A fixture shall not have tarnish, blemishes or stains unless installed as a specialty feature.	If a fixture fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Fixture finishes that are tarnished, blemished or stained due to high iron, manganese or other mineral content in water are excluded from this standard.
	13.3 A fixture or fixture fastener shall not corrode.	If a fixture or fixture fastener fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	A Builder is not responsible for corrosion caused by factors beyond the manufacturer's or the Builder's control, including the Homeowner's use of corrosive chemicals or cleaners or corrosion caused by water content.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
13. PLUMBING (CONTINUED)			
PLUMBING ACCESSORIES (CONTINUED)	13.4 A decorative gas appliance shall be installed in accordance with manufacturer's specifications and when so installed shall function in accordance with manufacturer's representations.	If a decorative gas appliance fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	13.5 Fixtures shall be secure and not loose.	If a fixture fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The homeowner shall not exert excessive force on a fixture.
	13.6 A fixture stopper shall operate properly and shall retain water in accordance with the manufacturer's specifications.	If a fixture stopper fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	13.7 The toilet equipment shall not allow water to run continuously.	If the toilet equipment fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	If toilet equipment allows water to run continuously, the Homeowner shall shut off the water supply or take such action as is necessary to avoid damage to the Home.
	13.8 A toilet shall be installed and perform in accordance with the manufacturer's specifications.	If a toilet fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	In the event of water spillage, the Homeowner shall shut off the water supply and take such action as is necessary to avoid damage to the Home.
	13.9 A tub or shower pan shall not crack.	If a tub or shower pan fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	13.10 A tub or shower pan shall not squeak excessively.	If a tub or shower pan fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	13.11 A water heater shall be installed and secured according to the manufacturer's specifications and the Code.	If a water heater fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	13.12 A waste disposal unit shall be installed and operate according to the manufacturer's specifications.	If a waste disposal unit fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	13.13 A faucet or fixture shall not drip or leak.	If a faucet or fixture fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	This standard does not include drips or leaks due to debris or minerals from the water source, unless it is due to construction activities.

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
13. PLUMBING (CONTINUED)			
PLUMBING ACCESSORIES (CONTINUED)	13.14 A sump pump shall be installed in accordance with the manufacturer's specifications and shall operate properly when so installed.	If a sump pump fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
PIPES AND VENTS	13.15 A sewer gas odor originating from the plumbing system shall not be detectable inside the Home under conditions of normal residential use.	If a sewer gas odor is detected inside the Home under conditions of normal residential use, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall keep plumbing traps filled with water.
	13.16 A vent stack shall be free from blockage and shall allow odor to exit the Home.	If a vent stack fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	13.17 A water pipe shall not make excessive noise such as banging or hammering repeatedly.	If a water pipe fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	A water pipe subject to expansion or contraction of the pipe as warm or cool water flows through the pipe may cause a "ticking" sound temporarily. The standard does not require a Builder to remove all noise attributable to water flow and pipe expansion.
14. HEATING, COOLING AND VENTILATION			
HEATING & COOLING	14.1 A condensation line shall not be obstructed due to construction activities.	If a condensation line fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall periodically check for the free flow of condensate (water) from the line and clear the line when necessary.
	14.2 A drip pan and drain line shall be installed under a horizontal air handler as per the Code.	If a drip pan and drain line fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall periodically check for the free flow of condensate (water) from the line and clear the line when necessary.
	14.3 Insulation shall completely encase the refrigerant line according to Code.	If the refrigerant line insulation fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall ensure that insulation on the refrigerant line is not damaged or cut due to Home maintenance or landscape work.
	14.4 An exterior compressor unit shall be installed on a stable pad that supports the unit and is no more than one inch out of level. The bottom of the exterior compressor unit support shall not be below ground level.	If an exterior compressor unit pad or support fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall ensure that settlement of the exterior compressor unit pad does not occur due to home maintenance, landscape work or excessive water from irrigation.
VENTING	14.5 An appliance shall be vented according to the manufacturer's specifications.	If an appliance is not vented in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
14. HEATING, COOLING AND VENTILATION (CONTINUED)			
VENTING (CONTINUED)	14.6 Back draft dampers shall be installed and function according to the manufacturer's specifications.	If back draft dampers fail to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
DUCTWORK	14.7 Ductwork shall not make excessive noise.	If the ductwork fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The flow of air, including its velocity, or the expansion of ductwork from heating and cooling may cause "ticking" or "crackling" sounds. The Homeowner shall not place any object on the ductwork.
15. ELECTRICAL SYSTEMS & FIXTURES			
ELECTRICAL SYSTEMS & FIXTURES	15.1 Excessive air infiltration shall not occur around electrical system components or fixtures.	If electrical system components or fixtures fail to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	15.2 A fixture or trim plate shall not be chipped, cracked, dented or scratched due to construction activities.	If a fixture or trim plate fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	15.3 A fixture or trim plate finish shall not be tarnished, blemished or stained due to construction activities.	If a fixture or trim fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	15.4 A fixture, electrical box or trim plate shall be installed in accordance with the Code and shall be plumb and level.	If a fixture, electrical box or trim plate fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	15.5 Fixtures, such as lights, fans and appliances shall operate properly when installed in accordance with the manufacturer's specifications.	The Builder shall take such action as is necessary to bring the variance within the standard.	None.
	15.6 A smoke detector shall operate according to the manufacturer's specifications and shall be installed in accordance with the Code.	If a smoke detector fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	15.7 An exhaust fan shall operate within the manufacturer's specified noise level.	If an exhaust fan fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
16. INTERIOR TRIM			
TRIM	16.1 An interior trim joint separation shall not equal or exceed 1/8 of an inch in width and all joints shall be caulked or puttied.	If an interior trim joint fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	16.2 The interior trim shall not have surface damage, such as scratches, chips, dents, gouges, splits, cracks, warping or cupping that is visible from a distance of 6 feet or more in normal light due to construction activities.	If the interior trim fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	16.3 A hammer mark on trim shall not be visible from a distance of 6 feet or more when viewed in normal light.	If the interior trim fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	16.4 A nail or nail hole in interior trim shall not be visible from a distance of 6 feet or more when viewed in normal light.	If the interior trim fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
SHELVING	16.5 Shelving, rods and end supports shall be installed in accordance with the measurements stated in this subsection. The length of a closet rod shall not be shorter than the actual distance between the end supports in an amount equal to or exceeding 1/4 of an inch and shall be supported by stud-mounted brackets no more than 4 feet apart. The length of a shelf shall not be shorter than the actual distance between the supporting walls by an amount equal to or exceeding 1/4 of an inch and shall be supported by stud-mounted brackets no more than 4 feet apart. End supports shall be securely mounted.	If the closet rods, shelving or end supports fail to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
17. MIRRORS, INTERIOR GLASS & SHOWERS			
MIRRORS, INTERIOR GLASS AND SHOWER DOORS	17.1 A mirror, interior glass or shower door shall not be loose and shall be securely mounted or attached to the supporting surface. Fixtures, such as towel bars or door handles, shall be securely mounted.	If a mirror, interior glass, shower door, fixture or component fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	17.2 A mirror, interior glass or shower door shall not be damaged due to construction activities.	If a mirror, interior glass or shower door fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
17. MIRRORS, INTERIOR GLASS & SHOWERS (CONTINUED)			
MIRRORS, INTERIOR GLASS AND SHOWER DOORS (CONTINUED)	17.3 A shower door shall not leak.	If a shower door fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	17.4 Imperfections in a mirror or shower door shall not be visible from a distance of 2 feet or more when viewed in normal light.	If a mirror or shower door fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	17.5 When opening and closing, a shower door shall operate easily and smoothly without requiring excessive pressure.	If a shower door fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
18. HARDWARE & IRONWORK			
HARDWARE	18.1 Hardware finishes shall not be tarnished, blemished, corroded or stained due to construction activities, unless the finish is installed as a specialty feature.	If the hardware finish fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Builder is not responsible for tarnished, blemished, or stained hardware finishes that have been damaged by factors that are beyond the manufacturer's or the Builder's control such as the Homeowner's use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to outdoor elements such as salt air or humidity.
	18.2 Hardware shall function properly, without catching, binding or requiring excessive force to operate.	If hardware fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	18.3 Hardware shall not be scratched, chipped, cracked or dented due to construction activities.	If hardware fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	18.4 Hardware shall be installed securely and shall not be loose.	If hardware fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	The homeowner shall not exert excessive force on hardware.
	18.5 Interior ironwork shall not rust.	If interior ironwork fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Builder is not responsible for ironwork finishes that rust due to factors that are beyond the manufacturer's or the Builder's control such as the Homeowner's use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to humidity.

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
19. COUNTERTOPS & BACKSPLASHES			
COUNTERTOPS & BACKSPLASHES	19.1 A countertop or backsplash shall be secured to substrate in accordance with manufacturer's specifications.	If countertop or backsplash materials are not secured to the substrate in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	19.2 For non-laminate countertops and backsplashes, the joints between countertop surfaces, between the countertop surface and the backsplash or side-splash and between adjoining backsplash panels may be visible, but shall not separate.	If joints between non-laminate surfaces fail to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	19.3 Countertops shall be level to within 1/4 of an inch in any 6-foot measurement.	If a countertop surface fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	19.4 A countertop surface or edge shall not be damaged, broken, chipped or cracked due to construction activities.	If a countertop surface or edge fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	19.5 A countertop shall not bow or warp in an amount equal to or exceeding 1/16 of an inch per lineal foot.	If a countertop fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	19.6 Laminate countertops and backsplashes shall not delaminate and shall remain securely attached to the substrate. Delamination is the separation of the finish surface veneer from the substrate material.	If a countertop fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	19.7 A seam in a laminate countertop or backsplash may be visible but shall not be separated or displaced.	If a laminate countertop or backsplash fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	19.8 A surface imperfection in a laminate countertop or a backsplash shall not be visible from a distance of 3 feet or more when viewed in normal light due to construction activities.	If a laminate surface fails to meet the stated standards, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
20. FIREPLACES			
FIREPLACES	20.1 A refractory panel shall not crack or separate.	If the fireplace refractory panel fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall not use synthetic logs or other materials if not approved by the manufacturer.
	20.2 A fireplace door shall operate properly. Fireplace doors shall meet evenly and shall not be out of alignment from one another in an amount equal to or exceeding 1/8 of an inch in any direction.	If a fireplace door fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	20.3 A fireplace shall not have a gas leak.	If a fireplace has a gas leak, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	20.4 Gas logs shall be positioned in accordance with the manufacturer's specifications.	If a gas log fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall not incorrectly reposition or relocate the logs after the original placement. The Homeowner shall not place the logs in a manner that does not allow the flame to flow through the logs according to the manufacturer's specifications.
	20.5 A crack in masonry hearth or facing shall not be equal to or exceed 1/4 of an inch in width.	If the masonry hearth or facing of the fireplace fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	20.6 A fireplace or chimney shall draw properly.	If a fireplace or chimney fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	20.7 A firebox shall not have excessive water infiltration under normal weather conditions.	If a firebox fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	20.8 A fireplace fan shall not exceed the noise level established by the manufacturer's specifications.	If a fireplace fan fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
21. IRRIGATION SYSTEMS			
IRRIGATION SYSTEMS	21.1 An irrigation system shall not leak, break or clog due to construction activities.	If an irrigation system fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	21.2 An irrigation system shall be installed such that sprinkler coverage shall be complete and water shall not spray an unintended area due to construction activities.	If an irrigation system fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	21.3 The irrigation system control shall operate in accordance with manufacturer's specifications.	If an irrigation system fails to operate in accordance with manufacturer's specifications, the Builder shall take such action as is necessary to bring the variance within the standard.	The Builder shall provide the Homeowner with instructions on the operation of the irrigation system at closing.
22. FENCING			
FENCING	22.1 A fence shall not fall over and shall not lean in excess of 2 inches out of plumb due to construction activities.	If the fencing fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	22.2 A wood fence board shall not be broken due to construction activities. Wood fence board shall not become detached from the fence due to construction activities of the Builder.	If the fencing fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	22.3 A masonry unit or mortar in a fence shall not be broken or loose. A crack in a masonry unit shall not occur. A crack in the mortar shall not equal or exceed 1/8 of an inch in width.	If a masonry unit or mortar in a fence fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
	22.4 A masonry wall shall have adequate weep holes in the lowest course as required by the Code to allow seepage to pass through the wall.	If a masonry retaining wall fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical.
23. YARD GRADING			
YARD GRADING	23.1 Yards shall have grades and swales that provide for proper drainage away from the Home in accordance with the Code or other governmental regulations.	If the grades or swales fail to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner shall maintain the drainage pattern and protect the grading contours from erosion, blockage, over-saturation or any other changes.
	23.2 Settling or sinking of soil shall not interfere with the drainage patterns of the lot or have a vertical depth of 6 inches or more.	If the soil fails to meet the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

**SECTION V.
PERFORMANCE STANDARDS
A. YEAR 1
COVERAGE ONLY**

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
24. PEST CONTROL			
PEST CONTROL	24.1 Eave returns, truss blocks, attic vents and roof vent openings shall not allow rodents, birds, and other similar pests into home or attic space.	If an eave return, truss block, attic vent or roof vent opening that allows rodents, birds, and other similar pests into home or attic space, the Builder shall take such action as is necessary to bring the variance within the standard.	None.

DRAFT/SAMPLE

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

**SECTION V.
PERFORMANCE STANDARDS
B. YEARS 1 & 2
COVERAGE ONLY**

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
1. ELECTRICAL			
ELECTRICAL WIRING	1.1 Electrical wiring installed inside the Home shall be installed in accordance with the Code and any other applicable electrical standards and shall function properly from the point of demarcation, as determined by the respective utility.	If electrical wiring inside the Home is not functioning properly or is not installed in accordance with the Code and any other applicable electrical standards, the Builder shall take such action as is necessary to bring the wiring to the standard.	The Builder shall not be responsible for utility improvements from the meter/ demarcation point to the utility poles or the transformer.
	1.2 Electrical wiring shall be capable of carrying the designated load as set forth in the Code.	If the electrical wiring fails to carry design load, the Builder shall take such action as is necessary to bring the variance within the standard.	All electrical equipment shall be used for the purposes and/or capacities for which it was designed and in accordance with manufacturer's specifications.
ELECTRICAL PANEL, BREAKERS AND FUSES	1.3 The electrical panel and breakers shall have sufficient capacity to provide electrical service to the Home during normal residential usage.	If the electrical panel or breakers do not have sufficient capacity to provide electrical service to the Home during normal residential usage, the Builder shall take such action as is necessary to bring the variance within the standard.	The Builder is not responsible for electrical service interruptions caused by external conditions such as power surges, circuit overloads and electrical shorts.
	1.4 The electrical panel and breakers shall have sufficient capacity to provide electrical service to the Home during normal residential usage such that a circuit breaker shall not trip and fuses shall not blow repeatedly under normal residential electric usage.	If a circuit breaker repeatedly trips or fuses repeatedly blow under normal residential electric usage, the Builder shall take such action as is necessary to bring the variance within the standard.	The Builder is not responsible for circuit breaker trips or blown fuses that have functioned as designed to protect the Home from external conditions such as power surges, circuit overloads and shorts.
ELECTRIC OUTLETS WITH GROUND FAULT INTERRUPTERS	1.5 Electrical outlets with ground fault interrupters shall be installed and operate in accordance with the Code and manufacturer's specifications.	If ground fault interrupters trip repeatedly under normal residential usage, the Builder shall take such action as is necessary to ensure that the electrical outlets with ground fault interrupters are installed in accordance with the Code and manufacturer's instructions and specifications and that they operate properly during normal residential electrical usage.	The Homeowner shall not plug appliances that require constant electrical flow, such as refrigerators and freezers, into an outlet with a ground fault interrupter.
FIXTURES, OUTLETS, DOORBELLS AND SWITCHES	1.6 An outlet, doorbell or switch shall be installed in accordance with the manufacturer's specifications and the Code and shall operate properly when installed in accordance with the manufacturer's specifications and the Code.	If an outlet, doorbell or switch is not installed in accordance with the manufacturer's specifications and the Code or does not operate properly when so installed, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
	1.7 A fixture, electrical box or trim plate shall be installed in accordance with the Code and manufacturer's specifications and shall be properly secured to the supporting surface.	If a fixture, electrical box or trim plate is not installed in accordance with the Code and manufacturer's specifications or is not properly secured to the supporting surface, Builder shall take such action as is necessary to bring the variance within the standard.	None.

**SECTION V.
PERFORMANCE STANDARDS
B. YEARS 1 & 2
COVERAGE ONLY**

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
1. ELECTRICAL (CONTINUED)			
FIXTURES, OUTLETS, DOORBELLS AND SWITCHES (CONTINUED)	1.8 A light shall not dim, flicker or burn out repeatedly under normal circumstances. A lighting circuit shall meet the Code.	If a light or a lighting circuit fails to meet the standards, the Builder shall take such action as is necessary to bring the variance within the standard.	None.
WIRING OR OUTLETS FOR CABLE TELEVISION, TELEPHONE, ETHERNET OR OTHER SERVICES	1.9 Wiring or outlets for cable television, telephone, ethernet or other services shall be installed in accordance with the Code and any applicable manufacturer's specifications.	If wiring or outlets for cable television, telephone, ethernet or other services are not installed in accordance with the Code or any applicable manufacturer's specifications, the Builder shall take such action as is necessary to bring the variance within the standard.	A Builder is not responsible for the failure of wiring or other utility service connectors or conduits that begin before the point at which the service enters the Home.
	1.10 Wiring or outlets for cable television, telephone, ethernet or other services inside the Home or on the Home side of the meter/emarcation point shall function properly when installed in accordance with the standard.	If wiring or outlets for cable television, telephone, ethernet or other services are not functioning, the Builder shall take such action as is necessary to bring the variance within the standard.	A Builder is not responsible for the failure of wiring or other utility service connectors or conduits that begin before the point at which the service enters the Home.
2. PLUMBING			
WATER & GAS PIPES, SEWER & DRAIN LINES, FITTINGS & VALVES	2.1 Pipes shall be installed and insulated in accordance with the Code and manufacturer's specifications. This standard does not apply to pipes included in a Landscape irrigation System.	If a water pipe bursts, the Builder shall take such action as is necessary to bring the variance within the standard.	The Homeowner is responsible for insulating and protecting exterior pipes and hose bibs from freezing weather and for maintaining a reasonable temperature in the Home during periods of extremely cold weather. The Homeowner is responsible for maintaining a reasonable internal temperature in a Home regardless of whether the Home is occupied or unoccupied and for periodically checking to ensure that a reasonable internal temperature is maintained.
	2.2 A water pipe shall not leak.	If a water pipe is leaking, the Builder shall take such action as is necessary to bring the variance within the Performance Standard.	The Homeowner shall shut off water supply immediately if such is required to prevent further damage to the Home.
	2.3 A gas pipe shall not leak, including natural gas, propane or butane gas.	If a gas pipe is leaking, a Builder shall take such action as is necessary to bring the variance within the standard.	If a gas pipe is leaking, the Homeowner shall shut off the source of the gas if the Homeowner can do so safely.
	2.4 Water pressure shall not exceed 80 pounds persquare inch in any part of the water supply system located inside the Home. Minimum static pressure at the building entrance for either public or private water service shall be 40 pounds per square inch in any part of the water supply system.	If the water pressure is excessively high, the Builder shall take such action as is necessary to bring the variance within the standard.	This standard assumes the public or community water supply reaches the Home side of the meter at 40 pounds per square inch. The Builder is not responsible for water pressure variations originating from the water supply source.

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

**SECTION V.
PERFORMANCE STANDARDS
B. YEARS 1 & 2
COVERAGE ONLY**

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
2. PLUMBING (CONTINUED)			
WATER & GAS PIPES, SEWER & DRAIN LINES, FITTINGS & VALVES (CONTINUED)	2.5 A sewer, drain, or wastepipe shall not become clogged or stopped up due to construction activities.	The Builder shall take such action as is necessary to unclog a sewer, drain or waste pipe that is clogged or stopped up due to construction activities.	The Homeowner shall shut off water supply immediately if such is required to prevent damage to the Home.
INDIVIDUAL WASTEWATER TREATMENT SYSTEMS	2.6 A wastewater treatment system should be capable of properly handling normal flow of household effluent in accordance with the Texas Commission on Environmental Quality requirements.	The Builder shall take such action as is necessary for the wastewater treatment system to perform within the standard.	The Builder is not responsible for: a) system malfunctions or damage due to the addition of a fixture, equipment, appliance or other source of waste or water into the septic system by a person other than the Builder or a person working at the Builder's direction; or b) malfunctions or limitations in the operation of the system attributed to a design restriction imposed by state, county or local governing agencies; or c) malfunctions caused by freezing, soil saturation, soil conditions, changes in ground water table or any other acts of nature.
3. HEATING, AIR CONDITIONING & VENTILATION			
REFRIGERANT LINES	3.1 A refrigerant line shall not leak.	If a refrigerant line leaks, the Builder shall take such action as is necessary to bring the variance within the standard.	Condensation on a refrigerant line is not a leak.
HEATING & COOLING FUNCTIONS	3.2 A heating system shall produce an inside temperature of at least 68-degrees Fahrenheit as measured two feet from the outside wall of a room at a height of 3 feet above the floor under local outdoor winter design conditions as specified in the Code.	If a heating system fails to perform to the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	Temperatures may vary up to 4-degrees Fahrenheit between rooms but no less than the standard. The homeowner's changes made to the size or configuration of the Home, the heating system or the ductwork shall negate the Builder's responsibility to take measures to meet this Performance Standard.
	3.3 An air-conditioner system shall produce an inside temperature of at most 78-degrees Fahrenheit as measured in the center of a room at height of 5 feet above the floor, under local outdoor summer design conditions as specified in the Code.	If the air-conditioner system fails to perform to the standard, the Builder shall take such action as is necessary to bring the variance within the standard.	This standard does not apply to evaporative or other alternative cooling systems or if the Homeowner makes changes to the size or configuration of the Home, the air-conditioning system or the ductwork. Internal temperatures may vary up to 4-degrees Fahrenheit between rooms but no more than the standard.
	3.4 A thermostat reading shall not differ by more than 4-degrees Fahrenheit from the actual room temperature taken at a height of 5 feet above the floor in the center of the room where the thermostat is located.	If the thermostat reading differs more than 4-degrees Fahrenheit from the actual room temperature taken at a height of 5 feet above the floor in the center of the room where the thermostat is located, the Builder shall take such action as is necessary to bring the variance within the standard.	The Performance Standard is related to the accuracy of the thermostat and not to the performance standard of the room temperature.

**SECTION V.
PERFORMANCE STANDARDS
B. YEARS 1 & 2
COVERAGE ONLY**

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
3. HEATING, AIR CONDITIONING & VENTILATION (CONTINUED)			
HEATING & COOLING FUNCTIONS (CONTINUED)	<p>3.5 Heating and cooling equipment shall be installed and secured according to the manufacturer's instructions and specification and shall not move excessively.</p>	If the heating or cooling equipment is not installed and secured in accordance with manufacturer's instructions and specifications or moves excessively, the Builder shall take such action as is necessary to properly install and secure the equipment.	None.
VENTS, GRILLS OR REGISTERS	<p>3.6 A vent, grill or register shall operate easily and smoothly when applying normal operating pressure.</p> <p>3.7 A vent, grill or register shall be installed in accordance with the Code and manufacturer's instructions and specifications and shall be secured to the underlying surface.</p>	<p>If a vent, grill or register does not operate easily and smoothly when applying normal pressure when adjusting, the Builder shall repair the vent, grill or register so that it operates with ease of use when applying normal operating pressure.</p> <p>If a vent, grill or register is not installed and secured in accordance with the standard, the Builder shall take such action as is necessary to bring the variance within the standard.</p>	None.
DUCTWORK	<p>3.8 Ductwork shall be insulated in unconditioned areas according to Code.</p> <p>3.9 Ductwork shall be secured according to the manufacturer's instructions and specifications and it shall not move excessively.</p> <p>3.10 Ductwork shall be sealed and shall not separate or leak in excess of the standards set by the Code.</p>	<p>If ductwork is not insulated in unconditioned areas in accordance with the Code, the Builder shall take such action as is necessary to bring the variance within the standard.</p> <p>If the ductwork is not secured according to the manufacturer's instructions and specifications or moves excessively, the Builder shall take such action as is necessary to bring the variance within the standard.</p> <p>If the ductwork is not sealed, is separated or leaks in excess of the standards set by the Code, the Builder shall take such action as is necessary to bring the variance within the standard.</p>	None.

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

**SECTION V.
PERFORMANCE STANDARDS
C. MAJOR STRUCTURAL
COMPONENTS
YEARS 1 - 10 COVERAGE**

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
C. MAJOR STRUCTURAL COMPONENTS - YEARS 1 THROUGH 10			
SLAB FOUNDATION	C.1 Slab foundations should not move differentially after they are constructed, such that a tilt or deflection in the slab in excess of the standards defined below arises from post-construction movement.	If measurements and associated symptoms of distress show that a slab foundation does not meet the deflection or tilt standards stated, the Warrantor will take action to restore the slab foundation to acceptable Performance Standards.	The protocol and standards for evaluating slab foundations shall follow the "Guidelines for the Evaluation and Repair of Residential Foundations" as published by the Texas Section of the American Society of Civil Engineers (2002), hereinafter referred to as the "ASCE Guidelines" with the stated modifications.
	<ul style="list-style-type: none"> Overall deflection from the original construction elevations shall be no greater than the overall length over which the deflection occurs divided by 360 (L/360) and must not have more than one associated symptom of distress, as described in Section 5 of the ASCE Guidelines, that results in actual observable physical damage to the Home. The slab shall not deflect after construction in a tilting mode in excess of one percent from the original construction elevations resulting in actual observable physical damage to the components of the Home. 		
	C.2 A floor over pier and beam foundation shall not deflect more than L/360 from its original construction elevations and have that movement create actual observable physical damage to the components of the Home identifiable in Section 5.3 of the ASCE Guidelines.	If a floor over pier and beam foundation deflects more than L/360 from its original construction elevation and the movement has created actual observable physical damage to the components of a Home identifiable in Section 5.3 of the ASCE Guidelines, the Warrantor will take action to restore the slab foundation to acceptable Performance Standards.	None.
STRUCTURAL COMPONENTS	C.3 A defined structural component shall not crack, bow, become distorted or deteriorate, such that it compromises the structural integrity of a Home or the performance of a structural system of the Home resulting in actual observable physical damage to a component of the Home.	If a structural component of a Home cracks, bows, is distorted or deteriorates such that it results in actual observable physical damage to a component of the Home, the Builder shall take such action as is necessary to repair, reinforce or replace such structural component to restore the structural integrity of the Home or the performance of the affected structural system.	None.

**SECTION V.
PERFORMANCE STANDARDS
C. MAJOR STRUCTURAL
COMPONENTS
YEARS 1 - 10 COVERAGE**

The following Performance Standards are applicable only to Warranted Items stated in Section I of this TRCC Addendum. Read Section I to determine if the following Performance Standards apply.

CATEGORY	PERFORMANCE STANDARD	ACTION REQUIRED	COMMENTS
C. MAJOR STRUCTURAL COMPONENTS - YEARS 1 THROUGH 10 (CONTINUED)			
DEFLECTED STRUCTURAL COMPONENTS	C.4 A structural component shall not deflect more than the ratios allowed by the Code.	If a structural component of the Home is deflected more than the ratios allowed by the Code, the Builder shall to repair, reinforce or replace such structural component to restore the structural integrity of the Home or the performance of the affected structural system.	None.
DAMAGED STRUCTURAL COMPONENTS	C.5 A structural component shall not be so damaged that it compromises the structural integrity or performance of the affected structural system.	If a structural component is so damaged that it compromises the structural integrity or performance of a structural system of the Home, the Builder shall take such action as is necessary to repair, reinforce or replace such structural component to restore the structural integrity of the Home or the performance of the affected structural system.	None.
SEPARATED STRUCTURAL COMPONENTS	C.6 A structural component shall not separate from a supporting member more than 3/4 of an inch or such that it compromises the structural integrity or performance of the system.	If a structural component is separated from a supporting member more than 3/4 of an inch or separated such that it compromises the structural integrity or performance of a structural system of the Home, the Builder shall take such action as necessary to repair, reinforce or replace such structural component to re-establish the connection between the structural component and the supporting member and to restore the structural integrity of the Home and the performance of the affected structural system.	None.
NON- PERFORMING STRUCTURAL COMPONENTS	C.7 A structural component shall function as required by the Code.	If a structural component does not function as required by the Code, the Builder shall take such action as is necessary to bring the variance within the stated standard.	None.