

WARRANTY EXCLUSIONS

COVERAGES CHANGE OVER TIME AND THESE ARE GENERAL GUIDELINES ONLY. THE SPECIFIC COVERAGES ARE GOVERNED BY THE WARRANTY BOOKLET GIVEN TO THE HOMEOWNER AT CLOSING.

WARRANTY EXCLUSIONS

This Warranty does not provide any coverage for the following items, which are specifically excluded

1. Damage to land and other real property which is not part of your **Home**, or any property which was not included in the purchase price stated on the **Limited Warranty Coverage Validation Form**.
2. Damage to swimming pools and other recreational facilities; driveways; boundary walls, retaining walls and bulkheads (except where boundary walls, retaining walls and bulkheads are necessary for the structural stability of the **Home**); fences; landscaping (including sodding, seeding, shrubs, trees, and plantings); sprinkler systems; patios, decks, stoops, steps and porches, outbuildings, detached garages or carports, or any other appurtenant structure or attachment to the dwelling; or other additions or improvements not a part of your **Home**;
3. Loss or damage which arises while your **Home** is being used primarily for nonresidential purposes;
4. Changes in the level of underground water table which were not reasonably foreseeable at the time of construction of your **Home**.
5. Failure of your **Builder** to complete construction;
6. Noncompliance with plans and specifications; violations of local or national building codes, ordinances or standards; however, this exclusion does not apply if the noncompliance or violation results in a qualifying **Deficiency**, **Structural Failure**, or **Emergency Exit** problem under this warranty;
7. Any pest or insect activity or intrusion not resulting from a qualifying **Deficiency**, **Structural Failure** or **Emergency Exit** problem;
8. Any condition which has not resulted in actual physical damage to your **Home**;
9. Any loss or damage which is caused or made worse by any of the following causes, whether acting alone or in sequence or concurrence with any other cause or causes whatsoever:
 - a. Negligence, improper maintenance, defective material or work supplied by, or improper operation by, anyone other than your **Builder** or its employees, agents or subcontractors, including failure to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;
 - b. Your failure to give prompt and proper notice to the **Warrantor** or **Insurance Backer** of any **Deficiency**, **Structural Failure**, or **Emergency Exit** problem;
 - c. Change of the grading of the ground that does not comply with accepted grading practices, or failure to maintain the original grade;
 - d. Riot or civil commotion, war, vandalism, hurricane, tornado or other windstorm, fire, explosion, blasting, smoke, water, rainwater, groundwater, flood, dampness, condensation, hail, snow, ice storm, lightning, falling trees or other objects, aircraft, vehicles, mudslide, avalanche, earthquake, or volcanic eruption;
 - e. Abuse or use of your **Home**, or any part thereof, beyond the reasonable capacity of such part for such use;
 - f. Microorganisms, fungus, decay, wet rot, dry rot, soft rot, rotting of any kind, mold, mildew, vermin, termites, insects, rodents, birds, wild or domestic animals, plants, corrosion, rust, radon, radiation, formaldehyde, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant or carcinogenic substance, whether organic or inorganic, and electromagnetic field or emission, including any claim of health risk or uninhabitability based on any of the foregoing;
 - g. **Your** failure to minimize or mitigate any defect, condition, loss or damage as soon as practicable;
10. Any loss or damage caused by buried debris, underground springs, sinkholes, mineshafts or other anomalies which were not reasonably foreseeable in a building site provided by **You**.
11. Any damage or **Deficiency** **You** knew about prior to the **Effective Date of Warranty**, however, this exclusion does not apply to any qualifying **Cosmetic Deficiency** covered under Section II of this warranty.
12. Any request for warranty performance submitted to the **Warrantor** or **Insurance**

Backer after an unreasonable delay or later than 30 days after the expiration of the applicable **Warranty Term**.

13. Loss caused, in whole or in part, by any peril or occurrence for which compensation is provided by state legislation or public funds;
14. Any loss or damage to the extent the loss or damage is covered by any other insurance, whether primary, excess, pro-rata or contingent;
15. Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair, or any other costs due to loss of use, inconvenience, or annoyance;
16. Diminished market value of your **Home**;
17. Any and all consequential loss or damage, including without limitation, any damage to property not covered by this Warranty, any damage to personal property, any damage to property which **You** do not own, any bodily damage or personal injury of any kind, including physical or mental pain and suffering and emotional distress, and any medical or hospital expenses, or lost profits.