

INTRODUCTION

T2 Construction, LLC dba Trend Homes (“Trend Homes”), understands that a new home is one of the most important purchases that most people ever make, and is committed to building every home using quality materials and workmanship. This commitment is as important to us after you move in, as it was on the day that you purchased your new home. As such, your new home is covered by the Trend Homes Limited Warranty (the “Warranty”).

The Warranty lists the specific items, which are covered for the applicable warranty periods, as well as the details, exclusions, and conditions of coverage. Please review the Warranty prior to filing a warranty claim, to ensure that items claimed are covered under the Warranty and review possible homeowner maintenance issues. For your convenience, we provided a simple step-by-step guide below to assist you in determining whether specific items may be covered under the Warranty. Note that where applicable, the terms “home” and “condo” unit are interchangeable.

OVERVIEW OF OUR MUTUAL COMMITMENT

Trend Homes is committed to delivering your home to you on the closing date in a clean and defect-free condition. If you discover material or workmanship defects during applicable warranty coverage periods, as defined herein, Trend Homes will arrange to have the defects remedied at no cost to you. If there are problems with your home as a result of ordinary wear and tear or the actions of occupants of the home or other parties, Trend Homes will not be responsible for remedying such problems.

Homes will last for many years in good repair if homeowners commit to the ongoing maintenance and care of their homes. From pre-closing inspections, to providing helpful homeowner maintenance information, Trend Homes desires to assist your understanding of how to effectively maintain and maximize the enjoyment of your home.

STEP-BY-STEP GUIDE TO FILING A WARRANTY CLAIM

During your Final Home Presentation and Orientation, a Trend Homes representative should have explained the Warranty. If the Warranty was not explained or you would like additional information, please feel free to contact our Warranty Department directly at (480) 635-4555. Prior to submitting a warranty claim, please carefully review the Warranty and the following step-by-step guide below to determine whether the claimed items are covered under the Warranty:

STEP 1: Does the claim relate to an issue covered by your Community Home Owner’s Association (“HOA”)? If the claim relates to an issue covered by your HOA (e.g. Duplex, Triplex, and Multiplex owners, community common areas, landscaping, etc.), please notify the HOA Community Manager and Management Company. A more detailed list of items maintained by the HOA can be found in the CC&Rs.

If not please continue on to Step 2 below.

STEP 2: Is the claim considered an emergency?

Emergencies, as defined below, are problems, which require **immediate** attention to protect you or your family from harm and to avoid damage to your home:

- (1) Complete failure of all air conditioning units/systems during extreme heat: Reference your emergency sticker and contact the company that installed your AC unit for assistance.

(2) Severe plumbing leak that cannot be isolated:

Turn off your main water line at the home or at the water meter; reference your emergency sticker, contact the plumber listed, and then contact Trend Homes at (480) 635-4555 between 8:00 a.m. and 5:00 p.m. during the next business day.

(3) Severe Electrical problem:

An electrical failure frequently indicates a neighborhood power failure, which should be reported to your electrical utility company. If the total electrical failure affects your home only, reference your emergency sticker and call the electrician listed and/or electrical utility company for assistance. For other electrical issues, please refer to the “ELECTRICAL” section below.

(4) Gas leaks: Call Southwest Gas Corporation **immediately** at (602) 861-1999.

STEP 3: Is the claimed item covered under a separate manufacturer’s warranty?

Many of the consumer products purchased with your home may be covered under separate manufacturers’ warranties. At closing, Trend Homes assigns the rights under these manufacturer warranties to the homeowner. If your claim is covered under a manufacturer’s warranty, please contact the manufacturer **directly** for warranty assistance. In the event that the homeowner files a timely warranty claim with the manufacturer and fails to receive a response, Trend Homes will assist the homeowner in attempting to resolve the claim. We recommend that you review, complete, and return any warranty registration forms for these products immediately after you move in to your new home. Please be aware that manufacturers may charge a service call fee for any non-warrantable (as determined by the manufacturers) repairs or replacement services.

STEP 4: Is the claimed item covered under the Warranty?

Please review the Warranty to determine if the item is covered based on the type of item claimed and the time, which has elapsed since the original closing date on the home.

STEP 5: If it is covered under the Warranty, how do I file a warranty claim?

Trend Homes requires that all warranty requests be submitted via the Internet or U.S. mail. For faster service, please submit your warranty request via the Internet at www.trendhomes.com (simply click the “Warranty” tab and provide the requested information).

To submit a warranty request via U.S. mail, please send it to the following address, including a brief description of the claimed item, your address, and your work and home telephone numbers:

Trend Homes
Attention: Warranty Department
890 West Elliot Road
Gilbert, Arizona 85233

Now that I have filed my warranty claim, what happens next?

For all non-emergency warranty claims, please allow two (2) business days for a Trend Homes Warranty Representative to contact you. We will conduct a timely and thorough review of your warranty claim and notify you, in writing, with respect to our warranty coverage determination on each item. In some cases, it will be necessary to schedule an on-site inspection to further assess whether a claimed item is covered under the Warranty.

If we determine that an item on your warranty claim is covered under the Warranty, we will repair or replace the item, as needed, at no charge to you. The work will be performed by a Trend Homes Warranty Professional (HWP) or trade contractor, as determined, and scheduled with you by a Trend Homes Warranty Representative. Trend Homes HWP appointments are scheduled in two (2) hour blocks of time between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. Trade contractor appointments are scheduled such that work will commence, but not necessarily be completed, within a four (4) hour block of time between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. You or your authorized representative must be present to provide access to your home for warranty items to be completed. **A homeowner's failure to provide reasonable access to the home during normal working hours to complete repairs will relieve Trend of its obligations under the Warranty.**

We take pride in the trade contractors who have been selected by Trend Homes. If you are dissatisfied with the quality of work or level of professionalism displayed by one of our trade contractors, please notify your Warranty Representative immediately. Your comments help us maintain the highest level of service for our homeowners.

Please note that weather conditions, problems with labor, material shortages, or other unforeseen or uncontrollable conditions may extend the time that is needed to complete a repair or replacement. Further, extensive repair may require us to schedule a repair or replacement over a series of days. **Trend Homes shall not reimburse homeowners for lost wages or any other amounts claimed by homeowners in connection with warranty claim work performed herein.** Without the prior written authorization of Trend Homes, Trend Homes will not be responsible to remit payment or reimburse homeowners for any repairs, replacements, or work performed by the homeowner, agents of the homeowner, contractors, or any other party, and will relieve Trend Homes from its obligations under the Warranty in relation thereto.

WHO IS COVERED?

This Warranty is provided to the original purchaser of the home and is automatically transferred to all subsequent purchasers who take title to the home within the applicable warranty periods as measured from the closing date for the original home purchase.

WARRANTY TERMS

The Warranty only relates to defects in material or workmanship, which are either part of the structure or are components of the home as **supplied by Trend Homes on the closing date** ("Covered Defects"). The existence of a Covered Defect in your home does not constitute a breach of the Warranty, but does obligate Trend Homes to repair or replace the item during applicable warranty periods.

Duplex, Triplex, and Multiplex unit owners should reference the CC&Rs for your community for more detailed explanations and definitions of terms, coverage, and limitations.

If damage to a contiguous unit is caused by work ordered by the Owner, the Owner of the unit whose plumbing was changed will be responsible for remedying any issues the contiguous unit requires.

One Year: Trend Homes warrants that your new home will be free of non-structural defects for a period of one (1) year following the closing date on your home. Non-structural defects can be defined as defects, which do not jeopardize the structural integrity of your home.

Two Years: Trend Homes warrants the operability of electrical, plumbing, heating, and air conditioning, and other mechanical systems, as provided herein, for a period of two (2) years following the closing date on your home.

Nine Years: Trend Homes warrants that your new home will be free of major structural defects for a period of nine (9) years after the closing date, subject to the limitations as set forth below. A major structural defect is actual physical damage to designated load-bearing elements of the home (e.g. footings, bearing walls, girders, trusses, rafters, bearing columns, structural fasteners, sub floors, and roof sheathing) **which results in the home becoming unsafe.**

If a major structural defect occurs, as defined above, Trend Homes will repair or replace it to restore the load bearing function, as designed, and make such other repairs as are necessary to return the home to a safe status. The repair of a defect will include the repair, replacement, or refinishing of only those surfaces, finishes, and coverings which were damaged by the defect and that were a part of the home on the closing date. The scope of such repair or replacement will be limited to generally returning the affected areas to the same condition that they were in prior to the structural defect, but not necessarily to a “brand new” condition. Trend Homes does not guarantee or warrant exact color or texture matches with the original surrounding area due to natural fading or the unavailability of the original materials.

WHAT IS COVERED UNDER THE WARRANTY?

Unless otherwise noted, all warranty time periods provided below shall be measured from the closing date. The following are based on the standards as outlined in the **Workmanship Standards for Licensed Contractors** and can be found on the Registrar of Contractors website at www.azroc.gov.

APPLIANCES

Issue: Appliances with Scratches, Chips, Dents, or other External Damage

Trend Homes will coordinate with the appliance manufacturer to repair or replace, as needed, any appliances with scratches, chips, dents or other external damage when such damage is noted in writing (as punch list items) during the Final Home Presentation and Orientation with a Trend Homes Representative (covered under the manufacturer’s warranty). Such items will not be repaired or replaced by Trend Homes or the appliance manufacturer under their respective warranties following the closing date.

Issue: Inoperable Appliances

Many of the consumer products purchased with the home may be covered under separate manufacturers' warranties. At closing, Trend Homes assigns the rights under these manufacturer warranties to the homeowner. If the homeowner's claim is covered under a manufacturer's warranty, the homeowner should **contact the manufacturer directly** for warranty assistance. Manufacturers may charge a service call fee for any non-warrantable (as determined by the manufacturers) repairs or replacement services.

CABINETS

Issue: Color Variations

It is normal for the color of installed cabinets to be slightly different from the samples shown at the time of selection. Color can differ with wood grain variations, stain lots, and exposure to light. Trend Homes will repair or replace, as needed, any installed cabinets with excessive variations in color, which are noted in writing (as punch list items) during the Final Home Presentation and Orientation with a Trend Homes Representative. Such items will not be repaired by Trend Homes or covered under the Warranty following the closing date.

Issue: Warped Cabinet Doors or Drawer Facing

For a period of one (1) year after closing, Trend Homes will repair or replace, as needed, cabinet doors or drawer facings which are warped in excess of 1/8” in 30”.

Issue: Cabinets with Scratches, Nicks, or Chips

Trend Homes will repair or replace, as needed, any cabinets with scratches, nicks, or chips which are noted in writing (as punch list items) during the Final Home Presentation and Orientation with a Trend Homes Representative. These items will not be repaired by Trend Homes or covered under the Warranty following the closing date.



Homeowner Maintenance Tip:

Wood requires cleaning and sealing to prevent problems associated with water penetration and continued exposure to the elements.

CAULKING

Caulking is considered a routine maintenance item to be handled by the homeowner. Trend Homes will touch up caulking around sinks, tubs, ceramic tiles, baseboards, and door casings one time only during the one (1) year period following the closing date on your home. Caulking compounds can be purchased at hardware stores and home centers.

CONCRETE

Issue: Concrete Floor Uneven

For a period of two (2) years after closing, Trend Homes will repair interior concrete floors that vary from flat by more than 1/4" over a 10' area if the deviation is gradual. A perfect color and texture match is not guaranteed or covered under the Warranty.

Issue: Concrete Cracks

For a period of two (2) years after closing, Trend Homes will repair by filling and patching, cracks in garage slabs, carports, exterior slabs, patios, driveways, and sidewalks when such cracks exceed 3/32" width (width of a nickel) and 1/8" vertical displacement. A perfect color and texture match is not guaranteed or covered under the Warranty. Cosmetic cracks less than 3/32" are normal in all concrete surfaces and are not covered under the Warranty.

Issue: Expansion and Control Joint Cracks

Expansion and crack control joints are strategically placed throughout the concrete slab to allow sections of concrete to expand and contract with changes in temperature and control the movement of the slab as concrete cures. It is normal for expansion and control joints to move or crack in the joint area, and is not a sign of defective concrete or workmanship. Cracks rarely affect the structural durability or function of the concrete. For a period of two (2) years after closing, Trend Homes will repair by filling and patching, cracks in expansion and control joints when such cracks exceed 3/8". A perfect color and texture match is not guaranteed or covered under the Warranty.

Issue: Standing Water on Exterior Concrete Surfaces

For a period of two (2) years, Trend Homes will correct standing water on garage floors, patios, walks, and driveway concrete surfaces when such standing water exceeds 3/16" on driveways, or 3/32" on garage floors, patios, and walks, following a thirty (30) minute period.

COUNTERTOPS

Issue: Scratches, Nicks, Chips, or Surface Damage

Trend Homes will repair or replace, as needed, any countertops with scratches, nicks, or chips which are noted in writing (as punch list items) during the Final Home Presentation and Orientation with a Trend Homes Representative, or reported to Trend Homes.

Fissures are natural characteristics of stone and should not be construed as scratches. If you have purchased a granite slab, please reference the natural stone disclosure for more information. These items will not be repaired by Trend Homes or covered under the Warranty following the closing date.

Issue: Excessive Joint Width (Granite/Stone Slab Countertops)

For a period of two (2) years after closing, Trend Homes will repair joint widths in excess of 1/16” on granite or stone slab countertops.

Issue: Cracks in Grout (Ceramic Tile Countertops)

Trend Homes will repair grout cracks in ceramic tile countertops one (1) time only during the one (1) year period following your closing date, with the exception of hairline cracks in the grout, which naturally occur and can be remedied by routine homeowner maintenance.

Issue: Loose Tile (Ceramic Tile Countertops)

Trend Homes will repair or replace, as needed, loose tiles on ceramic tile countertops for a period of one (1) year when such condition was the result of defective materials or workmanship.

DOORS

Issue: Warped Door

Any door that is warped more than 1/4” when measured in any direction will be replaced one time within the first year following the original COE.

Note: Due to varying moisture conditions throughout Arizona, wood products will continue to expand and contract. This action is normal and beyond the contractors control.

Issue: Scratched, Chipped, or Tarnished Finish Doors

Trend Homes will repair or replace, as needed, any doors with scratches, chips, or tarnished finished which are noted in writing (as punch list items) during the Final Home Presentation and Orientation with a Trend Homes Representative. Such items will not be repaired by Trend Homes or covered under the Warranty following the closing date.

Issue: Doors Not Operating Properly

For a period of one (1) year after closing, Trend Homes will repair or adjust doors that fail to operate properly by sticking, rubbing, or failing to latch, with the exception of any defect or damage that is caused by anyone other than Trend Homes, its agents or subcontractors.

DRYWALL CEILINGS AND WALLS

Sheets of gypsum drywall are installed in your home and undergo several quality assurance inspections to ensure that they are defect-free at the time of closing. However, as natural settlement of the home occurs, it is normal for cracks to appear in the drywall and for nail and corner beads to “pop.” It is common for homeowners to misconstrue this as a defect in workmanship, when in fact it is a result of the home’s normal settlement process.

Trend Homes will repair drywall cracks, corner bead cracks, and nail “pops” one (1) time only for a period of one (1) year after closing, with the exception of hairline cracks in the drywall, which naturally occur due to the expansion and contraction of the home’s structure and can be remedied by routine homeowner maintenance. Trend Homes will endeavor to match the original color and texture of drywall in repaired areas as closely as possible, but a perfect match is not guaranteed or covered under the Warranty.

ELECTRICAL

Issue: Malfunctioning Electrical Fixtures, Switches, or Outlets

Trend Homes will repair malfunctioning electrical fixtures, switches, or outlets for a period of two (2) years after closing. The homeowner should verify that the circuit breaker is not tripped and the switch circuit is not turned off.

In addition, lights may dim and flicker due to usage and power generation variances, with the voltage entering the home controlled by the local utility transmission service. Homeowner modifications to the home's electrical system, without the prior, express written consent of Trend Homes, may void your rights and remedies under the Warranty.

Issue: Circuit Breaker Trips with Normal Use

Fuses should not be blown and circuit breakers should not trip with normal use. Trend Homes will replace any such defective breakers for a period of two (2) years after closing on the home.



Homeowner Maintenance Tips:

Wall switch inoperable: When there are no ceiling fans or lights in a room, one switch may remain unused.

No power to lights or receptacle: Circuit breaker or GFCI outlet is off and must be reset.

Smoke detector chirping: Replace batteries in all smoke detectors even if they are not chirping. Test all units per manufacturer's recommendations.

GFCI Outlets: Do not use a GFCI outlet for a refrigerator, freezer, or sprinkler system control box because, if any outlet trips the circuit, power to GFCI outlets will be interrupted.

FLOORING

Issue: Floor Squeaks or Pops

For a period of two (2) years, Trend Homes will take corrective action to minimize excessive floors squeaks. However, the absence of floor squeaks is not guaranteed under the Warranty.

Issue: Cracked or Loose Tile (Ceramic, Marble, and Natural Stone)

For a period of two (2) years, Trend Homes will repair or replace, as needed, cracked or loose tile (ceramic, marble, and natural stone), with the exception of damage caused to the tile by anyone other than Trend Homes, its agents or subcontractors. Trend Homes is not responsible for discontinued patterns or color variations when replacing such tile.

Issue: Uneven Tile (Ceramic, Marble, and Natural Stone Tile (Lippage)

Lippage of all manufactured Natural Stone Tiles are to be no greater than 1/32" between individual tiles.

For a period of two (2) years, Trend Homes will repair or replace, as needed, adjacent tiles (ceramic, marble, and natural stone) when they are not even with each other and create a deviation ("lippage") greater than 1/32".

Issue: Gaps in Carpet Seams

Carpet seams normally have some visibility, with normal variations between different types of carpet. However, Trend Homes, for a period of two (2) years will repair excessively visible gaps in carpet seams.

HEATING AND AIR CONDITIONING

Issue: Inadequate Heating or Cooling

For a period of two (2) years, Trend Homes warrants that the heating and air conditioning systems in the home unit will operate and perform as required by the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Handbook, a published set of industry standards with respect to airflow and other heating system issues. The ASHRAE standards address issues related to the variations between the thermostat setting temperature and the home's air temperature, and between the home's air temperature and the exterior temperature. Deficiencies caused by a malfunction of system equipment or appliances are subject to the terms of the manufacturer's warranty. It is the homeowner's responsibility to balance the system as the seasons change.

Issue: Excessive Noise from Ducts

When metal is heated and cooled, it expands and contracts, respectively, causing "ticking", or "crackling" sounds which cannot be avoided. A booming noise caused by sheet metal blowing in or out ("oil canning") will be repaired by Trend Homes for a period of two (2) years.



Homeowner Maintenance Tip:

To maximize the efficiency of your home's air conditioning system, it is highly recommended that you change your air filters every 30 days. In addition, you should have a qualified air conditioning company perform an annual maintenance check on your home's air conditioning system.

INSULATION

Issue: Insufficient Insulation

For a period of two (2) years after closing, Trend Homes will install insulation in accordance with applicable codes and guidelines and correct as needed, insufficient insulation issues. Settling is a natural occurrence with cellulose insulation, which is blown in the home's attic.

LANDSCAPING

Issue: Dying Plants

Trend Homes will replace dying plants for a period of 14 days following closing, assuming that the homeowner provides notice to Trend Homes within such 14 day period. Notwithstanding the foregoing, if the plants are not on an automatic watering system and the homeowner has not watered them regularly during the 14-day period (or otherwise damaged the plants); Trend Homes will not be responsible to replace the plants.

Issue: Malfunctioning Sprinkler Heads, Bubbler Heads, and Distribution Tubing of Drip Systems

The homeowner assumes responsibility of sprinkler heads, bubbler heads, and distribution tubing of drip systems after 90 days.



Homeowner Maintenance Tip:

To avoid under or over-watering issues with your yard during changing seasons, it is recommended that you continually monitor the programmed watering schedule on your landscape timer.

PAINTING

Issue: Exterior Paint or Stain Fading

All exterior paints and stains fade following exposure to weather conditions, which is considered normal and not covered under the Warranty. Trend Homes will correct excessive fading, as determined by Trend Homes, for a period of one (1) year.

Issue: Repainting after Repair Work (Interior and Exterior)

Repainting, staining, or refinishing may be required following repair work performed on the interior or exterior of the home. In such cases, Trend Homes will endeavor to match the paint color of the repaired areas to the surrounding areas as closely as possible, but a perfect match is not guaranteed or covered under the Warranty. Due to the homes’ natural fading and weathering, a perfect match cannot be achieved and is not covered under the Warranty. **If custom paint, wallpaper or other post closing alteration has been installed, custom color replication is not covered under the Warranty.**

Issue: Paint Scratches, Chips, or Blemishes

Trend Homes will touch-up any paint scratches, chips, or blemishes, which are noted in writing (as punch list items), during the Final Home Presentation and Orientation with a Trend Homes Representative. Such items will not be repaired by Trend Homes or covered under the Warranty following the closing date.



Homeowner tip: Wooden gates should be stain-sealed once per year in order to prevent premature aging and deterioration of the wood.

PLUMBING

NOTE: Owners of Duplex, Triplex and Multiplex Units

If damage to a contiguous unit is caused by work ordered by the Owner, the Owner of the unit whose plumbing was changed will be responsible for remedying any issues the contiguous unit requires.

Issue: Clogged Pipes, Sewers, Fixtures, or Drains

Trend Homes will repair or replace, as needed, all clogged pipes, sewers, fixtures, or drains for a period of two (2) years after closing when such condition was the result of defective materials or workmanship. Trend Homes will not be responsible when such condition was caused by the homeowner, in which case the homeowner will be responsible to pay for any trip and/or repair charges from plumbing or other trade contractors.

Issue: Plumbing Leaks

Trend Homes will repair any plumbing leaks for a period of two (2) years after closing when such condition was the result of defective materials or workmanship. Trend Homes will not be responsible when such condition was caused by the homeowner, in which case the homeowner will be responsible to pay for any trip and/or repair charges from plumbing contractors. Leakage caused by worn washers is a homeowner maintenance item and is not covered under the Warranty.

Issue: Noisy Water Pipes

Noises made by water flowing through pipes and, by pipe expansion are considered normal, and are not covered under the Warranty. Rattling or “hammering” pipes should not occur and will be repaired by Trend Homes for a period of two (2) years after closing.

Issue: Defective Plumbing Fixtures or Trim Fittings

Trend Homes will repair or replace, as needed, all defective plumbing fixtures and trim fittings for a period of one (1) year when such condition was the result of defective materials or workmanship, with the exception of any defects or damage to the plumbing system, which is caused by anyone other than Trend Homes, its agents or subcontractors.

Issue: Defective Pipes and Fittings

Trend Homes will repair or replace, as needed, all pipes and fittings for a period of two (2) years after closing when such condition was the result of defective materials or workmanship. Notwithstanding the foregoing, the Warranty does not cover the water heater or any other part of the plumbing system, which is not a structural component of the home or is covered by a manufacturer’s warranty. Further, Trend Homes is not responsible to

repair any defects or damage to the plumbing system, which is caused by anyone other than Trend Homes, its agents or subcontractor.

Issue: Malfunctioning Faucets, Toilets, and Drains

Trend Homes warrants that the faucets and toilets will function normally and that the drains will flow properly for a period of thirty (30) days from the closing date and drains for fourteen (14) days from the closing date. Notwithstanding the foregoing, Trend Homes and its trade contractors are not responsible for repairs of damage to drains, faucets, and toilets that are caused by anyone other than Trend Homes, its agents or subcontractors. If it is determined that the damage was caused by anyone other than Trend Homes, its agents or subcontractors, the homeowner will be responsible for all charges incurred.

ROOFING

Issue: Roof or Flashing Leaks

For a period of two (2) years following the close of escrow, Trend Homes will repair roof or flashing leaks that occur during normal weather conditions. Roof or flashing leaks, which are caused by homeowner negligence, will not be covered under the Warranty.

Issue: Broken or Cracked/Chipped

Trend Homes will replace broken or cracked/chipped (cracks or chips larger than the diameter of a quarter) tile noted as a punch item during your final Presentation and Orientation with a Trend Homes Representative, with the exception of such tile which is damaged by an act of God or anyone other than Trend Homes, its agents or subcontractors.

Issue: Loose or Falling Roof Tiles

Trend Homes will make the necessary repairs to loose tiles or falling roof tiles when they are a result of a workmanship or installation issue.

Issue: Roof Component Color and Texture Variations

Variations in the color of existing roof tiles are normal as a result of outside weather conditions, oxidation, or air pollutants. Further, the color and texture of new roofing components installed by Trend Homes may not match existing roofing components due to weather or manufacturer variations. Trend Homes will endeavor to match the color and texture of existing roofing components in repaired areas as closely as possible, but a perfect match is not guaranteed or covered under the Warranty.



Homeowner Maintenance Tip:

To avoid damage to your roof tiles, it is recommended that **ONLY** licensed contractors be permitted to walk on your roof.

SITE DRAINAGE

Grades have been established by Trend Homes to ensure proper drainage away from the home. Trend Homes will correct deviations from the established grades, but is not responsible for conditions caused by others. In some cases, moist, soggy soil without standing water may be normal in the overall drainage plane and is not covered under the Warranty.

The completion of front yard landscaping prior to the completion of the rear yard landscaping may cause rear yard drainage issues due to the additional materials (increased elevation) used in the front yard. If the homeowner modifies the yard with additional grading, plantings, landscaping, concrete or any other obstructions, the homeowner will thereafter be responsible for drainage. Further, if the homeowner adds a pool, Trend Homes will no longer be responsible for the drainage under the Warranty.

Duplex, Triplex and Multiplex owners: Please contact your Community Manager for landscape concerns.



Homeowner Maintenance Tips:

Your home and lot were designed with a specific drainage pattern, which should carry rainwater away from the foundation. Water should not be directed to the foundation, either in the form of lot drainage or the watering of plants.

Yard drainage should be maintained to divert water away from concrete surfaces, if possible, to eliminate the chance of undermining the surface and eroding the bearing soil. Further, concrete surfaces should be free of excessive weight.

STUCCO, BLOCK, BRICK, AND CONCRETE WALLS

Hairline cracks in stucco, block, brick, and concrete walls are normal and are not covered under the Warranty. Trend Homes will repair exterior wall stucco cracks exceeding one-sixteenth of an inch (1/16”) one (1) time only for a period of one (1) year after the original work was performed on the exterior wall stucco. Trend Homes will endeavor to match the original color and texture of stucco, block, brick, or stone as closely as possible, but a perfect match is not guaranteed or covered under the Warranty.

Please note: Elevation differences between homes within each community can cause rear-yard wall heights to vary accordingly.

TERMITES

Trend Homes took appropriate precautions to protect your house from termites by having it treated by a certified licensed Pest Control company prior to closing. Trend Homes warrants your home against termites for a period of one (1) year, after closing, and the pest control company offers additional coverage beyond the first year, not to exceed a total of five (5) years from the pre-treatment date. For termite issues or questions after the first year following your close of escrow, you should contact the Pest Control company that treated your home directly.

WINDOWS

Issue: Water Leaks

Trend Homes will repair water leaks around windows for a period of two (2) years, after closing, with the exception of water leaks caused by improper homeowner maintenance or damage caused by anyone other than Trend Homes, its agents or subcontractors

Issue: Scratched, Broken, or Cracked Windows

Trend Homes will repair or replace windows, which are scratched, broken, or cracked when such defects are noted in writing (as punch list items) during the Final Home Presentation and Orientation with a Trend Homes Representative. Such items will not be repaired by Trend Homes or covered under the Warranty following the close date.

Issue: Windows Difficult to Open or Close

Trend Homes will repair or adjust, for a period of one (1) year after closing, windows that fail to operate in accordance with the manufacturer's specifications. Homeowners should keep the tracks, channels, and operating mechanisms of the window clean and lubricated.

WARRANTY EXCLUSIONS

The Warranty excludes any loss or damage, which is not a Covered Defect, including:

1. Loss of, or damage to, any real property, which is not part of the home covered by this Warranty and which is not included in the original purchase price of the home as provided in the closing documents.
2. Any damage to the extent it is made worse by:
 - a. Negligence, improper maintenance, or intentional or improper operation by anyone other than Trend Homes, its agents or subcontractors.
 - b. Failure by the homeowner or anyone other than Trend Homes, its agents or subcontractors to comply with the warranty requirements of manufacturers of appliances, fixtures, and equipment.
 - c. Failure by the homeowner to give timely notice to Trend Homes of any defects.
 - d. Changes in the grading of the ground by anyone other than Trend Homes, its agents or subcontractors.
 - e. Changes, alterations or additions made to the home by anyone other than Trend Homes, its agents or subcontractors after the closing date.
 - f. Dampness or condensation due to the homeowner's failure to maintain adequate ventilation.
 - g. Loss or damage that the homeowner has not taken timely action to mitigate or minimize.
 - h. Any defect caused by, or resulting from, materials or work supplied by someone other than Trend Homes, its agents or subcontractors.
 - i. Normal wear and tear or normal deterioration to the home.
 - j. Loss or damage not otherwise excluded under the Warranty which does not constitute a defect in the construction of the home by Trend Homes, its agents or subcontractors.
 - k. Loss or damage caused by, or resulting either directly or indirectly from, accidents, riots and civil commotion, theft, vandalism, fire, explosion, power surges or failures, smoke, water escape, falling objects, aircrafts, vehicles, acts of God, lightning, windstorm, and hail.
 - l. Loss or damage caused directly or indirectly by surface water, water which backs up from sewers or drains, changes in the water table which were not reasonably foreseeable at the time of construction, or water below the surface of the ground (including water which exerts pressure on, or seeps or leaks through, a sidewalk, driveway, foundation, swimming pool or other structure).
 - m. Loss or damage caused by soil movement, including subsidence, expansion or lateral movement of the soil, which is covered by any other insurance for which compensation is granted by State or Federal legislation.
 - n. Loss or damage to the home, persons or property directly or indirectly caused by termites, other insects, birds, vermin, rodents, or other wild or domestic animals.
 - o. Loss or damage resulting from the use of the home for non-residential purposes.
 - p. Any condition which does not result in actual damage to the home, including, but not limited to, un-inhabitability or health risk due to the presence or consequence of electromagnetic fields, radon gas, mold, formaldehyde or other pollutants and contaminants, or the presence of hazardous or toxic materials.
 - q. Bodily injury or damage to personal property.

- r. Consequential damages including, but not limited to, costs of shelter, food, transportation; moving and storage; any other expenses related to inconvenience or relocation during repairs to the home, and any diminution of the market value of the home.

LIMITATION OF LIABILITY

It is understood and agreed that Trend Homes' liability, whether in contract, tort, statute, negligence or otherwise, is limited to the remedies provided in the Warranty. Trend Homes' obligations under the Warranty, and under the purchase agreement, are limited to repair and replacement. Trend Homes' aggregate total liability shall not exceed the original contract price of the home. Under no circumstances shall Trend Homes be liable for any special, indirect, or consequential damages, including without limitation any damages based on a claimed decrease in the value of the home, even if Trend Homes has been advised of the possibility of such damages. This Warranty is the only warranty applicable to the purchase of your home from Trend Homes. All other warranties, expressed or implied, including, but not limited to, all implied warranties of fitness, merchantability or habitability, are disclaimed and excluded.

Trend Homes reserves the right to use its sole and absolute discretion in determining the most appropriate method of repairing warranty defects. In the event that Trend Homes offers to resolve an issue for which it bears no responsibility under the Warranty does not create the responsibility to provide the resolution in another situation for which it bears no responsibility. Actions taken to cure defects will not extend the period of coverage specified in the Warranty or any applicable statutes of limitation or repose.

WARRANTY DISPUTE RESOLUTION

Trend Homes will make every effort to resolve each homeowner Warranty claim in a reasonable and equitable manner. However, if a dispute concerning your home cannot be resolved between Trend Homes and the homeowner the exclusive means of resolving that dispute is binding arbitration as provided in Section 16 (C) of the Purchase Agreement, the homeowner waives the right to pursue an action against Trend Homes for any monetary damages of any nature, including, without limitation, actual, special, indirect, incidental, consequential, exemplary and punitive damages.

The homeowner waives its right to require a trial by jury and, therefore, any action initiated by the homeowner against Trend Homes which is permitted to be filed in a court of law shall be heard before a judge and not a jury unless Trend Homes, in its sole discretion, elects to have such matter tried by a jury.

Notwithstanding the foregoing, in the event any such action is filed in a court of law, Trend Homes shall, in its sole and absolute discretion, be entitled to elect whether to have such matter be submitted and be decided by binding arbitration in Maricopa County, Arizona, in accordance with the rules of the American Arbitration Association. In the event that Trend Homes elects to have any such dispute submitted to binding arbitration, the arbitrator shall be appointed in accordance with the rules of the American Arbitration Association. Arbitration shall be commenced only upon written demand by Trend Homes for resolution of such dispute by arbitration. The arbitration hearing shall be conducted at a time and place set by the arbitrator, provided that such hearing must occur within ninety (90) days of the appointment of the arbitrator. The decision of the arbitrator shall be issued within thirty (30) days of the hearing and shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The non-prevailing party shall pay all fees and costs of the arbitration including reasonable attorney's fees of the prevailing party. Notwithstanding any provision contained in the Rules of the American Arbitration Association, the parties in such arbitration matter may only appeal or otherwise challenge a decision of the arbitrator for the reasons set forth in A.R.S. §12-1512(A)(1), (2) or (3) and for no other reasons.