

# **ENGLE**

**H O M E S**

## **WARRANTY DOCUMENTS**

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### Limited Warranty Agreement

The Engle Group, Inc., hereinafter referred to as Engle, is the Warrantor under this Warranty.

This Warranty is extended to the original Purchaser of the home identified on the cover page of this Warranty and does not extend to any subsequent purchasers.

Engle warrants that, for the first year beginning on the commencement date: the home will be free from defects in workmanship and materials due to noncompliance with the Quality Standards set forth hereinafter.

Engle warrants that during the first ten (10) years after the commencement date that the home will be free from Major Structural Defects. A "Major Structural Defect" is actual physical damage to the following designated load-bearing portions of the home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the home becomes unsafe, unsanitary, or otherwise unlivable:

1. Foundation systems and footings;
2. Beams;
3. Girders;
4. Lintels;
5. Load-bearing columns;
6. Load-bearing walls and partitions;
7. Structural floor systems; and
8. Roof framing systems.

Repair of Major Structural Defect is limited (a) to the repair of damage to the load-bearing elements of the home which are necessary to restore their load-bearing ability; and (b) to the repair of those items of the home damaged by the Major Structural Defect which make the home unsafe, unsanitary, or otherwise unlivable.

If defect occurs in an item which is covered by this Warranty, Engle will repair, replace, or at its sole option, pay the Purchaser the reasonable cost of repairing or replacing the defective item in accordance with warrantor's responsibility as defined in the Quality Standards set forth hereinafter. Anything to the contrary notwithstanding, Engle's maximum liability under this Warranty shall be limited to the original purchase price of the home. The choice among repair, replacement, or payment is Engle's alone. Any steps taken by Engle to correct defects shall not act to extend the time of this Warranty.

In the event Engle repairs or replaces, or pays the cost of repairing or replacing, any defect covered by this Warranty for which the Purchaser is covered by other insurance or warranty(s), the Purchaser must, upon written request by Engle, assign the proceeds of such insurance or warrant(s) to Engle to the extent of the cost to Engle of such repair, replacement or payment. This Warranty gives the Purchaser specific rights and the Purchaser may also have other rights under state law.

LIMITED WARRANTY

1. Warrantor's Name and Address: The Engle Group, Inc.  
123 N.W. 13th Street  
Suite 300  
Boca Raton, FL 33432
2. Purchaser's Name:.....
3. Address of Home:.....  
.....
4. Commencement Date (closing date or first occupancy):  
.....
5. American Arbitration Association: 2250 S.W. 3rd Avenue  
Miami, FL 33129-2092

The Purchaser and Warrantor have signed this Agreement on this  
\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

THE ENGLE GROUP, INC.

PURCHASER(S):

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
\_\_\_\_\_

### Exclusions

following are not covered by this Warranty:

- a. Defects in outbuildings including, but not limited to detached garages and detached carports (except outbuildings which contain the plumbing, electrical, heating, cooling or ventilation systems serving the Home); site located swimming pools and other recreational facilities; driveways; walkways; patios; boundary walls; retaining walls; bulkheads; fences; landscaping (including sodding, seeding, shrubs, trees and plantings); off-site improvements or any other improvements not a part of the Home itself.
- b. After the first year, concrete floors and patios that are built separate from the foundation walls or other structural elements of the home.
- c. Damage to 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.
- d. Any damage to the extent it is caused or made worse by:
  - Negligence, improper maintenance or improper operations by anyone other than Engle or its employees, agents or subcontractors; or
  - Failure by the Purchaser or by anyone other than Engle or its employees, agents or subcontractors to comply with the Warranty requirements of manufacturers of appliances, equipment or fixtures; or
  - Failure by the Purchaser to give written notice to Engle of any defects within a reasonable time; or
  - Changes, alterations, or additions made to the home by anyone after Purchaser's initial occupancy, except those performed by Engle or its employees, agents or subcontractors under its obligations under this Warranty; or
  - Dampness or condensation due to the failure of the purchaser to maintain adequate ventilation.
- e. Any loss or damage which the Purchaser has not taken timely action to minimize.
- f. Any defect in, or caused by, materials or work supplied by anyone other than Engle or its employees, agents or subcontractors; even if Engle had given consent to such materials or work.
- g. Normal wear and tear or normal deterioration.
- h. Loss or damage not caused by a defect in the construction of the home by Engle or its employees, agents or subcontractors, but resulting

from accidents, riot and civil commotion, or Acts of God including, but not limited to: fire, explosion, smoke, water escape, changes which are not reasonably foreseeable in the level of the underground water table, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, mudslinger, hurricane, earthquake and volcanic eruption.

- i. Any damage caused by soil movement for which compensation is provided by legislation or which is covered by other insurance.
- j. Any equipment, appliance, fixtures or other items covered by a manufacturer's warranty.
- k. Warping, cracking, splitting, or fading of any exterior doors, facia or wood trim painted a dark color or stained.
- l. Color and texture variances on patches or repairs to paint, formica, tile, grout, porcelain, synthetic cultured marble, stucco, caulking, flooring, and other such items.
- m. Engle provides no warranty on swimming pools and /or spas. They are warranted only as provided in the pool contractor's warranty, if any.
- n. Insect damage, including damage by termites.
- o. Any loss or damage which arises while the home is being used for non-residential purposes.
- p. Any condition which does not result in actual physical damage to the home.
- q. Bodily injury or damage to personal property.
- r. Warrantor disclaims any liability for incidental or consequential damages to the extent that existing or future state laws do not allow the exclusion or limitation of incidental or consequential damages this exclusion may not apply to Purchaser.
- 30 days* s. After the first thirty (30) days from the commencement date, dripping faucets, running toilets, sewer line stoppages, door hardware, electrical switches and outlets, light fixtures and cabinets.
- t. NOT WITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS WARRANTY DOES NOT COVER ANY APPLIANCE, PIECE OF EQUIPMENT OR OTHER ITEM WHICH IS A CONSUMER PRODUCT FOR PURPOSES OF THE MAGNUSON-MOSS WARRANTY ACT (15 U.S.A. SEC.2301 THRU 2312). A LIST OF ITEMS WHICH MAY BE CONSIDERED CONSUMER PRODUCTS IS ATTACHED HERETO AND MADE PART HEREOF AS EXHIBIT "A".

### HOW TO MAKE A CLAIM

If a Purchaser has a complaint, Purchaser shall send a clear and specific written complaint to Engle at the address on the cover page hereto or at other locations specified by Engle. Oral notification will not be accepted.

Purchaser must give written notice to Engle of a defect in any item under this Warranty no later than five (5) days after the warranty coverage on that item expires. If such written notice is not received by Engle by that deadline, any claims for the defect will be rejected.

If Engle disagrees with the complaint, Engle will arrange within a reasonable period of time for arbitration of the dispute between the Purchaser and Engle, by the American Arbitration Association. Engle will advance the necessary filing fees which shall be the responsibility of the unsuccessful party in the arbitration proceedings as determined by the American Arbitration Association. Engle and Purchaser will be bound by the decision of the American Arbitration Association through a single arbitrator under the construction industry rules and regulations.

When Engle is finished repairing or replacing the defect or pay Purchaser the cost of doing so, Purchaser must sign and deliver to Engle a full release of all legal obligations with respect to the defect. The release form is attached hereto and made a part hereof as Exhibit "B".

### MISCELLANEOUS

Engle shall assign to the Purchaser all manufacturer's warranties on items it has provided as part of the home.

All notices as required herein must be sent by mail, postage prepaid to the address shown on the cover page of this Warranty or to whatever other address the warrantor may designate.

Should any provision of this Warranty be deemed by a court of competent jurisdiction to be unenforceable, that determination will not affect the enforceability of the remaining provisions. This Warranty is to be binding upon Engle and the Purchaser. Use of one gender in the Warranty included all other genders; and use of the plural includes the singular, all as may be appropriate. This Warranty is to be covered by and construed in accordance with the laws of the State of Florida. This Warranty is not transferable. This Warranty cannot be changed or altered in any manner.

NOTICE OF LIMITED EXPRESS WARRANTY

This limited Warranty is the only expressed Waring given by the Warrantor. Warranties implied under state law or otherwise, including any implied Warranty of merchantability or fitness for a particular purpose are excluded. Further, any and all other implied warranties of any kind or character are specifically disclaimed. This Limited Express Warranty is in lieu of all other guarantees and warranties expressed or implied and is expressly subject to the Purchaser properly maintaining all items connected with home ownership.



# Know All Men By These Presents:

That.....  
(I, We)

first party, for and in consideration of the sum of  
Dollars, or other valuable considerations, received from or on behalf of

second party, the receipt whereof is hereby acknowledged.

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

HEREBY remise, release, acquit, satisfy, and forever discharge the said second party, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

In Witness Whereof,                      have hereunto set                      hand                      and seal                      this  
day of                      , A. D., 19                      .

Signed, sealed and delivered in presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA,  
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this                      day of  
A. D. 19                      .

This Instrument prepared by:  
Address

## EXHIBIT "A"

Consumer products are limited to personal property, including property intended to be attached to or installed in real property without regard to whether it is so attached or installed. Such property includes air conditioners, furnaces and water heaters, appliances and other thermal mechanical and electrical equipment. Consumer products do not include the wiring, plumbing, ducts and other items which are integral component parts of the structure.

The key to understanding the difference between consumer products which are not covered by this Warranty and personal property that is covered lies in the distinction between the physical separateness of an item and the separate function of an item. For example, both roofing shingles and furnaces may be physically separate item at a given point in time. However, [physical: separateness of an item is not determinative. Rather it is the separateness of function which distinguishes the two. A furnace has a "mechanical, thermal or electrical function" apart from realty, whereas roofing shingles have no function apart from realty. Such items as humidifiers, burglar alarms, smoke detectors, water heaters and kitchen appliances are separate items of equipment which have separate functions of their own. However, such items as wiring, ducts, gutters, cabinets, doors and shower stalls are not functionally separate from realty.

THE FOLLOWING SEPARATE ITEMS OF EQUIPMENT ARE "CONSUMER PRODUCTS" COVERED BY THE MAGUSON-MOSS WARRANTY ACT, WHEN SOLD AS PART OF A HOME ARE EXCLUDED FROM THIS WARRANTY. THIS LIST IS NOT EXHAUSTIVE.

### Heating/Ventilation

Heat Pump  
Electronic Air Cleaner  
Exhaust Fan  
Thermostat  
Space Heater  
Furnace  
Air Conditioning System  
Humidifier

### Mechanical/Electrical

Central Vacuum System  
Smoke Detector  
Fire Alarm  
Fire Extinguisher  
Garage Door Opener  
Chimes  
Water Pump  
Intercom  
Burglar Alarm  
Electric Meter  
Water Meter  
Gas Meter  
Gas or Electric  
Barbeque Grill

### Plumbing

Whirlpool Bath  
Garbage Disposal  
Water Heater  
Water Softner  
Sump Pump  
Well Pump

### Appliances

Refrigerator  
Freezer  
Trash Compactor  
Range  
Oven  
Dishwasher  
Oven Hood  
Clothes Washer  
Clothes Dryer  
Ice Maker  
Microwave

THE FOLLOWING ARE NOT CONSUMER PRODUCTS UNDER THE MAGNUSON-MOSS WARRANTY ACT WHEN SOLD AS PART OF A NEW A HOME.

### Heating/Ventilation

Radiator  
Convactor  
Register  
Duct

### Plumbing

Sprinkler Head  
Water Closet  
Bidet  
Lavatory  
Bathtub

Laundry Tray  
Sink  
Shower Stall  
Plumbing Fittings  
Medicine Cabinet

Mechanical/Electrical

Garage Door  
Electrical Switch and Outlet  
Light Fixtures  
Electrical Panel Box  
Fuse  
Circuit Breaker  
Wiring

Miscellaneous

Cabinet  
Door  
Shelving  
Window  
Floor Covering  
Wall Covering  
Ceiling  
Vanity  
Gutter  
Shingle  
Fireplace  
Fencing

## QUALITY STANDARDS

### Introduction

Purchaser should read this carefully. It is intended to acquaint the Purchaser with the extent of coverage and the responsibilities the Warrantor assumed. Purchaser shall note that coverage on certain items varies within the one (1) year period and some items rely on proper maintenance by the Purchaser to prevent damage and ensure proper functioning of the home and its various systems. The information in the Quality Standards, provides the basis for determining the validity, under this Warranty, of coverage of deficiencies or defects that may occur.

The Quality Standards lists defects that may be found in new homes, and outlines the extent of the Warrantor's responsibility for correcting each of the defects. These Standards are intended to specify performance standards for new home construction and to determine the validity of the Purchaser's complaints related to defective workmanship, materials and systems during the warranty period.

When minimum performance standards or specific tolerances for construction items have not been given in these Quality Standard, Warrantor shall construct homes in accordance with accepted industry practice and standards prevailing for materials and workmanship. The validity of any enumerated herein shall be determined on the basis of accepted industry practice and the settling of any dispute concerning such complaint shall be conducted accordingly.

### Purchaser's Responsibilities

Purchaser's new home requires an active maintenance effort on the part of the Purchaser to reduce the likelihood of damage due to neglect, improper maintenance or abnormal use. As an example, one of the more typical problems encountered by new home owners is water damage to exterior walls. Damage of this sort may be caused by the location and type of home owner-installed trees and shrubbery, or failure of the Purchaser to maintain, in this instance, a proper grade around the home that will ensure the continued movement of surface water away from the home.

Damage caused or made worse by Purchaser negligence, improper maintenance or operation will not be covered by the Warranty.

### Definitions

**Appliances, Fixtures and Equipment:** The term , "Appliances, Fixtures and Equipment" (including their fittings, attachments, controls, and appurtenances) shall include, but not be limited to: air purifiers, air handling equipment, ventilating fans, air conditioning equipment, water heaters, pump, stoves, refrigerators, garbage disposals, compactors, dishwashers, automatic door openers, washer and dryers, bathtubs, sinks, toilets, faucets and fittings, lightings fixtures, and circuit breakers. The Warranty and manufacturer's warranties, however, may be voided by the Purchaser's negligence or improper maintenance or service.

**Systems:** The term "systems" (exclusive of appliances, fixtures and equipment, as specified above) means the following:

**Plumbing Systems:** Gas supply lines fittings, and water supply, waste and vent pipes and their fittings, septic tanks and their field drains, water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well sewerage and sewerage disposal systems.

**Electrical Systems:** All wiring, electrical boxes, switches, outlets and connection.

**Heating, Ventilating, Cooling and Mechanical Systems:** All duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

### Topic Index

The Quality Standards lists specific items (defects) within separate area of coverage. The first section covers Workmanship and Materials; the second section covers Systems; and the third covers Major Structural Defects.

The Quality Standards are expressed in terms of performance standards. For easy comprehension, the format is designed as follows:

1. Possible Deficiency - a brief statement, in simple terms, of problems that may be encountered.
2. Performance Standard - a performance standard relating to a specific deficiency.
3. Responsibility - a statement of the corrective action required of the Warrantor to repair the deficiency; or a statement of Purchaser's maintenance responsibilities.

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Item	Deficiency	Performance Standard	Responsibility
Excavating and Backfilling	Settling of ground around utility trenches or other filled areas.	Settling of ground area around utility trenches or other filled areas shall not interfere with water drainage away from the house.	Upon request by the Purchaser, the Warrantor shall fill settled areas one time only during the first year warranty period. The Purchaser shall be responsible for any grass, shrubs or other landscaping affected by placement of such fill.
Site and Swale drainage.	Improper drainage of the site or standing water in swale or driveway approach.	The necessary grades and swales shall be established to insure proper drainage away from the house. Site drainage is limited to the immediate grades and swales affecting the structure. Standing or ponding water should not remain for extended periods in the immediate area of the house after a rain (generally no more than 24 hours), except that in swales which drain other areas, a longer period should be anticipated (generally no more than 48 hours). The possibility of standing water after a heavy rainfall should be anticipated by the Purchaser. No grading determination shall be made while the ground is saturated.	The Warrantor is responsible only for establishing the proper grades and swales in accordance with the standards of the appropriate governmental agency. Warrantor is responsible to correct the grade to meet such standards. Warrantor is not responsible for blockage due to normal thickening of sod area, landscaping growth or placement of any landscaping or other structure. The Purchaser is responsible for maintaining such grades and swales once they have been established.
Sodding and Landscaping	Gaps in sodding or landscaping dies or insect infestation.	Sod and landscaping to be healthy at time of closing on the home. Sod and landscaping to be installed free of insects which will be damaging to such sod and landscaping. <u>Gaps between pieces of sod are a normal occurrence.</u>	Purchaser is responsible for filling of gaps between sod pieces. Warrantor shall be responsible for replacement of sod or landscaping appearing to be dead at time of closing on the home, and if not revived within thirty (30) days after closing. Purchaser is responsible for immediate and continuous watering and maintenance of sod and landscaping. Warrantor shall replace sod or landscaping which is determined prior to closing on the home to be infested with insects.

30 days

Item	Deficiency	Performance Standard	Responsibility
Expansion and Contraction Joints	Separation or movement of concrete slabs within the structure or at expansion and contraction joints.	Concrete slabs within the structure are designed to move at expansion and contraction joints and some separation or movement is to be expected. Some cracks not to exceed 3/16 inch width may appear in other areas.	Warrantor, in its sole discretion, shall take whatever corrective action is necessary to repair excessive cracks and voids. If cracking and movement are within specified tolerances then no correction is necessary.

Shrinkage cracks are common and should be expected within certain tolerances.

Cast-in-place concrete	Cracking of attached garage slab.	Cracks in garage slabs of more than 1/4 inch in width or 1/4 inch in vertical displacement are considered excessive and unacceptable.	Warrantor shall repair cracks exceeding maximum tolerances by surface patching or other methods at Warrantor's sole option.
	Uneven concrete floors/slabs.	Concrete floors in rooms designed for habitability should not have pits, depressions or areas of unevenness that would prevent its use as a finished floor. Dips or unevenness, unless designed for specific drainage purposes will not exceed 1/240 of room width.	Warrantor to correct or repair to meet the standard 1/240 of the room width.



Topic: Concrete  
(sub-structural)

Coverage: 1st Year Only

Area: Workmanship and Materials

1/240 of the room width

Item	Performance Standard	Responsibility
Flooring or slab-on-grade floors.	Concrete floors shall not significantly impair the performance of the finish flooring materials, shall not be acceptable.	Warrantor shall restore excess concrete and fill cracks other than hairline (less than 1/16 to be readily apparent when the finish flooring material is in place.
Pitting, scaling or spalling of nonexcluded concrete work.	Concrete surfaces should not disintegrate to the extent that the aggregate is exposed under normal conditions of weathering and use.	Warrantor to take corrective action necessary to repair or replace defective concrete surfaces. The Warrantor is not responsible for deterioration, salt, chemicals, mechanical implements and other factors beyond its control.
Cracking, settling heaving or separating of structurally attached stoops or steps.	Stoops or steps should not settle, heave or separate in excess of 1 inch from the house structure. No cracks except hairline cracks (less than 1/16 inch) are acceptable in structurally attached concrete stoops.	Warrantor shall take whatever corrective action is required to meet acceptable standards.
Standing water on stoops.	Water should drain from outdoor stoops and steps.	Warrantor shall take corrective action to assure drainage of steps and stoops.
Standing water on exterior concrete.	Some irregularities in concrete finish are expected. Water should not stand in depressions, except driveways, or swales for periods not exceeding 48 hours.	Warrantor shall correct to meet required standards.

Topic: Woods and  
Plastics

Coverage: 1st Year Only

Area: Workmanship and Materials

Item	Deficiency	Performance Standard	Responsibility
Carpentry	Floors squeak or subfloor appear loose.	Floor squeaks and loose subfloor are often temporary conditions common a new home construction; however, a squeak proof floor cannot be guaranteed.	Warrantor shall correct loose subfloor problems if caused by a structural defect.
	Uneven wood floors.	Floors should not be more than 1/4 inch out of level within any 32 inch horizontal measurement. Unevenness within any room shall not exceed 1/240 of the room width. Allowable floor and ceiling joist deflections are governed by the approved building code.	Warrantor to repair to meet acceptable standards.
	Bowed walls.	All interior walls have slight variances on their finished surfaces. Bowing of walls should not detract from or blemish the walls finished surface. Walls should not be more than 1/4 inch out of plumb within any 32 inch horizontal or vertical measurement.	Warrantor shall repair interior and exterior walls, as required, if bowed beyond acceptable standard.
	Out of plumb walls.	Walls should not be more than 1/2 inch out of plumb for any 8 foot vertical measurement.	Warrantor to repair to meet the standard.
	Quality of Interior trim workmanship.	Joints in molding or joints between moldings and adjacent surfaces should not result in joints exceeding 1/8 inch in width.	Warrantor to repair to meet the as defined. Caulking is acceptable.
	Quality of exterior trim workmanship.	Joints between exterior trim elements, including siding and masonry, should not result in open joints in excess of 1/4 inch. In all cases the exterior trim, masonry and siding shall be capable of performing its function to exclude the elements.	Warrantor to repair open joints by caulking.

Topic: Wood and  
Plastics

Coverings: 1st Year Only

Area: Workmanship and Material

Item	Deficiency	Performance Standard	Responsibility
Wood Treatment	Delamination or deterioration of exterior siding.	Siding should not delaminate or deteriorate within manufacturer's specifications.	Warrantor will repair or replace as needed unless caused by Purchaser's neglect to maintain siding properly. For surfaces requiring paint, paint only the new materials. Replace or repaired areas may not match - original surfaces in color.
	Plywood/T-111		
	footballs	Plymouth and T-111 naturally has football filler to cover knotholes.	None.
	Wood Bowling, checking and "cupping".	Wood materials as it dries is subject to strains caused by shrinkage. These strains result in "cupping", bowing, checking and splits and cannot be prevented.	Where strains cause deficiencies resulting in wood material failure to function as specified, Warrantor shall repair. When deficiency is cosmetic only, is sole option of Warrantor, Warrantor shall not be responsible for repair.

Item	Deficiency	Reference Standard	Responsibility
Insulation	Insufficient insulation.	Insulation should be installed in accordance with appropriate energy and building requirements.	Warrantor shall install insulation in sufficient amounts to meet standards.
Louvers, Vents & attic ventilators	Leaks due to rain being driven into the attic through louvers or vents.	Attic vents or louvers must be provided in order to properly ventilate your house. Infiltration of rain depends on the force and direction of the wind.	Warrantor not responsible.
Roofing and Siding	Roof or flashing leaks.	Roofs or flashing should not leak under normally anticipated conditions, except where cause is determined to result from severe weather conditions, such as high winds and driven rain.	Warrantor shall repair any verified roof leaks.
	Delamination of veneer siding or joint separation.	All siding shall be installed according to the manufacturer's and industry's accepted standards. Separation and delamination is unacceptable.	Warrantor shall -secure, caulk, repair, or replace to meet standards. Replace or repaired areas may not match original colors or textures.
Flat roofing	Standing water or flat roof.	Water should drain from flat roofs, except for minor ponding or when the roof is specifically designed for water retention. Flat roofs must be properly maintained or leakage will occur.	Warrantor shall take corrective action to assure proper drainage of roof. Warrantor is not responsible for any damage caused by where drainage from the roof occurs. It is the Purchaser's responsibility to maintain all flat roofs.
Flashing and Sheet Metal	Flashing, valleys, gutters and/or downspout leak.	Flashing, valleys, gutters and downspouts must not leak but gutters may overflow during heavy rain. It shall be the Purchaser's responsibility to keep gutters and downspouts free of leaves and debris.	Warrantor shall repair leaks only.
	Water stands in gutters.	When gutter is unobstructed by debris, the water level may not exceed 1 inch.	Warrantor shall correct to meet acceptable standards.
Sealants	Leaks in exterior walls due to inadequate caulking.	Joints and cracks in exterior wall surfaces and around openings should be properly caulked to exclude the entry of water. properly installed caulking will shrink and must be maintained by the Purchaser during the life of the house.	Warrantor shall repair or caulk joints or cracks in exterior wall surfaces as required to correct deficiency once, during the first year of warranty period.

Item	Deficiency	Performance Standard	Responsibility
Wood and Doors	Warpage of exterior	Exterior wood doors will warp to some degree due to temperature differential on inside and outside surfaces. However, they should not warp to the extent that they become inoperable or cease to be weather resistant or exceed National Woodwork Manufacturer's Association Standards.	Warrantor shall correct and re-finish defective doors once during the first year of warranty period. Warrantor is not responsible for warpage due to Purchaser selected dark colors or stains.
	Warpage of Interior passage and closet doors	Interior doors (full opening) should not warp to exceed National Woodwork Manufacturer's Association Standards (1/4 inch), provided the proper levels of humidity have been maintained in the home.	Warrantor to correct and re-finish defective doors once during the first year of warranty period. Colors and textures may not match.
	Shrinkage of insert panel showing raw wood edges.	Panels will shrink and expand, and may expose unpainted surfaces.	None.
	Split in door panel.	Split panels should not allow light to be visible through the door.	If light is visible through the door, Warrantor shall fill split and match paint or stain as closely as possible, one time in the first year of warranty period. Warrantor is not responsible if door is painted a dark color or stained.
Glass	Broken Glass	Any broken glass not reported to the Warrantor prior to closing is the Purchaser's responsibility.	Warrantor to correct or repair as prior to closing.
	Malfunction of Windows.	Windows should operate with reasonable ease as designed.	Warrantor to correct or repair as required.
	Condensation and/or frost on windows	Window will collect condensation on interior surfaces when extreme temperature difference and humidity levels are present. Condensation is usually the result of climatic/humidity conditions, created by the Purchaser.	Window condensation is a result of conditions beyond the Warrantor's control. No corrective action is required.

## Topic: Doors &amp; Windows

## Coverage: 1st Year Only

## Area: Workmanship and Material

Item	Deficiency	Performance Standard	Responsibility
Weatherstripping and seals.	Air infiltration around doors and windows.	Some infiltration is normally noticeable around doors and windows, especially during high winds. Poorly fitted weatherstripping is not permissible.	Warrantor shall adjust or correct open cracks, poorly fitted doors, windows or poorly fitted weatherstripping.
Door Hardware	Bolts or lock sticks.	Door hardware sticks due to dirt build up or corrosion.	Lubrication of door hardware is a Purchaser maintenance item.

## Topic: Flooring

## Coverage: 1st Year Only

## Area: Workmanship and Material

Item	Deficiency	Performance Standard	Responsibility
	Resilient flooring loosing adhesion.	Resilient flooring should not lift, bubble or become unglued.	Warrantor shall repair or replace the affected resilient flooring as required. Warrantor shall not be responsible for discontinued patterns or color variation of floor covering or for problems caused by Purchaser neglect or abuse.
	Seams or shrinkage gaps show resilient flooring joints.	Gaps shall not exceed 1/16 inch in width in resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch is permissible.	Warrantor shall take action as necessary to correct the problem once during the first year warranty period.
	Cuts and scratches in resilient flooring.	Resilient flooring should not have cuts or scratches.	Warrantor shall repair or replace, at his option, resilient flooring damage noted and reported prior to closing on the home.
Carpet	Carpet Seams.	Carpet seams will show, however, no visible gap is acceptable.	Warrantor is responsible to correct and repair unacceptable area. Corrections may not match exactly in color or texture.
	Carpeting becomes loose, seams separate or excessive stretching occurs.	Wall to wall carpeting installed as the primary floor covering, when stretched and secured properly should not come up, become loose, separate or stretch excessively at its point of attachment.	Warrantor is to restretch or re-secure carpeting as needed.
	Spots on carpet, minor fading.	Exposure to light may cause spots on carpet and fading.	None.

## Topic: Flooring

## Coverage: 1st Year Only

## Area: Workmanship and Material

Item	Deficiency	Performance Standard	Responsibility
Ceramic Tile	Ceramic tile cracks or becomes loose.	Ceramic tile should not crack or become loose.	Warrantor shall replace any cracked tile and re-secure any loose tile unless the defects were caused by the owner's negligence. Warrantor is not responsible for discontinued patterns or color variation in ceramic tile.
	Cracks appear in grouting of ceramic tile joints or at junctions with other material such as a bathtub.	Cracks in grouting of ceramic tile joints are commonly due to normal shrinkage conditions. Regrouting of these cracks is a maintenance responsibility of the Purchaser within the life of the home.	Warrantor will repair grouting if necessary one time within the first year warranty period. Warrantor is not responsible for color variations or discontinued colored grout. Warrantor is not responsible for damage occurring due to failure of Purchaser to report problems or maintain grout.
	Cracks appear in floor tile on concrete floors.	Cracks sometimes appear in tile on concrete floors due to normal concrete expansion.	Warrantor shall repair one time during the first year. Warrantor is not responsible for discontinued patterns or color variations of tile or grout.
	Difference in heights where ceramic abuts vinyl flooring.	A height differential will occur at joints of dissimilar flooring.	None.
Resilient Flooring	Nail pops appear on the surface of resilient flooring.	Readily apparent nail pops shall be repaired.	Warrantor shall correct nail pops which have broken the surface. The Warrantor shall repair or replace resilient floor covering in the affected area with similar material; but is not responsible for discontinued patterns or color variation in the floor covering.
	Depressions or ridges appear in the resilient flooring due to subfloor irregularities.	Readily apparent depressions or ridges exceeding 1/8 inch should be repaired. The ridge or depressions measurement is taken as the gap created at one end of a six-inch straight edge place over the depression or ridge with three inches of the straight edge on one side of the defect, held tightly to the floor.	Warrantor shall take corrective action as necessary, to bring the defect within acceptable standards so that the affected area is not readily visible. Warrantor is not responsible for discontinued patterns or color variation of floor covering or for problems caused by Purchaser neglect or abuse.



Topic: Wall Finishes

Coverage: 1st Year Only

Area: Workmanship and Material

Item	Deficiency	Performance Standard	Responsibility
Lath & Plaster	Cracks in interior wall surfaces.	Hairline cracks are not unusual in interior wall surfaces. Crack greater than 1/16 inch in width are considered excessive.	Warrantor shall repair cracks exceeding 1/16 inch as required; during the first year warranty period. Warrantor is not responsible for color variations in the paint.
Gypsum Wallboard	Defects caused by poor workmanship such as excess compound in joints, cracked corner beads, or trowel marks, noted prior to closing.	Slight "imperfections" such as nail pops, seam lines and cracks are common in gypsum wallboard installations. Obvious defects of poor workmanship resulting in excess compound in joints, trowel marks and cracked corner beads.	Warrantor to correct such defects to acceptable tolerance and repair repaired areas only. Warrantor is not responsible for color variations in the paint of drywall texture.

Item	Deficiency	Performance Standard	Responsibility
Painting	Exterior paint or stain peels, deteriorates or fades.	Exterior paints or stains should not fall during the first year warranty period. Fading is normal and the degree is dependent on climatic conditions.	Warrantor shall properly prepare and refinish affected areas, matching color as closely as possible. Where finish deterioration affects the majority of the wall or area, the whole area shall be refinished. The warranty on the newly repainted surfaces will not be extended beyond the original first year period. Warrantor is not responsible for fading of oilbase stains.
	Painting required as corollary repair because of other work.	Necessary repairs required under this warranty should be refinished to match surrounding areas as closely as possible.	Warrantor shall refinish areas as indicated, matching color as closely as possible. A color match is not warranted.
	Deterioration of varnish or lacquer finishes.	Natural finishes on interior woodwork should not deteriorate during the first year of ownership. However, varnish type finishes used on the exterior will deteriorate rapidly and are not covered by the warranty.	Warrantor shall retouch affected areas of natural finished interior woodwork only, matching the color as closely as possible.
	Interior paint application and coverage.	Interior paint shall be applied in a manner sufficient to visually cover wall, ceiling and trim surfaces where specified. These items must be noted on punch list.	Warrantor shall retouch wall, ceiling, or trim surfaces where inadequate paint has been applied to cover original surfaces, matching the color as closely as possible; provided items have been noted on punch list.
	Mildew or fungus on painted surfaces.	Mildew or fungus will form on a painted surface if the structure is subject to abnormal exposures.	None.
Special Coating	Cracks in exterior stucco wall surfaces.	Cracks are not unusual in exterior stucco wall surfaces. Cracks greater than 1/8 inch in width are considered excessive.	Warrantor shall repair cracks exceeding 1/8 inch in width as required, during the first year warranty period, match color as closely as possible.

Item	Deficiency	Performance Standard	Responsibility
Louvers and Vents	Inadequate ventilation of attics and crawl spaces.	Attic and crawl spaces be ventilated as required by the approved building code specification.	Warrantor shall provided for adequate ventilation. Warrantor is not responsible for Purchaser alterations to the original system.
Fireplaces	Fireplace or chimney does not draw properly.	A properly designed and constructed fireplace should function properly. It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney. Some houses may need to have a window opened slightly to create an effective draft.	Warrantor shall determine the cause of malfunction and correct as required if the problem is one of design or the construction of the fireplace. This Warranty does not apply if any alterations are made by the Purchaser. (For example: Fireplace doors, screens, mantels, etc).
	Chimney separation from structure.	Newly built fireplaces will often incur slight amounts of separation, not to exceed 1/2 inch in any 10 foot measurement, from the main structure.	Warrantor to determine the cause of separation and correct as required. Caulking is acceptable.
	Firebox paint changes by fire.	Heat from fires will alter finish.	None.

Item	Deficiency	Performance Standard	Responsibility
Cabinetry and Countertops	Surface cracks, joint delaminations and chips in high pressure laminates on vanity and cabinet countertops.	Countertops fabricated with high pressure laminate coverings should not delaminate or have chips or surface cracks. The deck area joints may have a maximum of 1/16 inch gap. All other areas of the joint may have a maximum of 1/16 inch differential in surface alignment.	Warrantor shall replace to meet accepted criteria. Repaired areas may not match exactly in color or texture. Warrantor is responsible only for chips, cracks and scratches noted prior to closing on the house.
	Kitchen cabinet malfunctions.	Kitchen cabinet doors, drawers and other operating parts should function properly under normal use.	Warrantor to repair or replace operating parts as required in its sole option.
	Kitchen cabinet door and drawer front warpage.	Warpage not to exceed 1/4 inch as measured from face frame to point of furthestmost warpage with door or drawer front in closed position.	Warrantor to correct or replace door or drawer front as required in its sole option.
	Gaps between cabinets, ceiling or walls.	Acceptable tolerance 1/4 inch provided the cabinet installation is structurally secure.	Warrantor shall repair to meet acceptable standards.

Item	Deficiency	Performance Standard	Responsibility
Water supply system.	Water supply system fails to deliver water.	All service connections to municipal water main and private water main and private water supply are the Warrantor's responsibility. Private systems shall be designed and installed in accordance with all approved building, plumbing and health codes.	Warrantor to repair as necessary if failure is the result of defective workmanship or materials. If conditions beyond Warrantor's control, disrupt or eliminate the sources of the water supply, then it is not Warrantor's responsibility to correct.
Wells and Sprinkler Systems.	Rust from well water.	Rust-free water cannot be guaranteed.	None.
	Inadequate water supply or sand in water supply.	Due to changes in water table and soil conditions, Warrantor cannot warranty the quality, content or adequacy of water supply.	Warrantor shall pump well one time during first thirty (30) days after installation.
	Clogged sprinkler heads, check valves, or water screens.	Unclogging of sprinkler heads, and checking valves and screens is a Purchaser maintenance responsibility.	None.
	Damage to sod or landscaping due to system not functioning.	Purchaser shall take steps to care for sod and landscaping at any time system is not functioning.	None.
Plumbing	Faucet or valve leak.	No valve or faucet should leak due to defects in material or workmanship.	Warrantor shall repair or replace the leaking faucet or valve unless leakage is due to a worn washer or seat.
	Defective plumbing fixtures, appliances or trim fittings.	Fixtures, appliances or fittings should comply with their manufacturer's standards.	Warrantor shall replace any fixture or fitting which is outside of acceptable standards as defined by the manufacturer.
	Noisy water pipes.	There will be noise emitting from the pipe system, due to the flow of water.	Warrantor cannot eliminate all noises due to water flow and pipe expansion. Any "water hammer" or pipe vibrations are the Warrantor's responsibility to correct.
	Leakage from any piping.	No leaks of any kind should exist in any soil, waste, vent or water pipe. Condensation on piping does not constitute leakage, and is not covered.	Warrantor shall make necessary repairs to eliminate leakage.

Topic: Mechanical

Coverage: 1st Year Only

Area: Workmanship and Material

Item	Deficiency	Performance Standard	Responsibility
	Stopped up sewers, fixtures and drains.	Sewers, fixtures and drains should operate properly.	Warrantor is not responsible for sewer fixtures and drains which are clogged through the Purchaser's negligence. If a problem occurs, occurs, the Purchaser must consult Warrantor for a proper course of action. Where defective construction is shown to be the cause, Warrantor shall assume the cost of the repair, where Purchaser negligence is shown to be the cause, the Purchaser shall assume all repair costs.
	Cracking or chipping of porcelain or fiberglass surfaces.	Chips and cracks on surfaces of bathtubs and kitchen sinks can occur when surface is hit with sharp or heavy objects.	Warrantor to repair any chips or or cracks noted prior to closing on the home.

Item	Deficiency	Performance Standard	Responsibility
Electrical Conductors	Failure of wiring to carry its designed fuse load to the electrical box.	Wiring should be capable of carrying the designed load for normal residential use to electrical box.	Warrantor to check wiring for conformity with local approved electrical code requirements conform to code specifications.
Switches and Receptacles	Fuses blow or circuit breakers kick out.	Fuses and circuit breakers should not activate under normal usage.	Warrantor to check wiring for conformity with local approved electrical code requirements and repair wiring if it does not conform to code specifications.
	Drafts from electrical outlets.	The electrical junction box on exterior walls may produce an air flow whereby the cold air can be drawn through the outlet into a room. This problem is normal in new home construction.	None.
	Malfunction of electrical outlets, switches or fixtures.	All switches, fixtures and outlets should operate as intended.	Warrantor to repair or replace defective switches, fixtures and outlets noted within thirty (30) days of occupancy.
Service and Distribution	Ground fault interruptor trips frequently.	Ground fault interruptors are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.	Warrantor is to install ground fault interruptor in accordance with approved electrical code. Tripping is to be expected and is not covered, unless due to a construction defect.
Light Bulbs.	Bulbs blow.	Lightbulbs blow due to many normal conditions.	None.

Topic: Cleaning

Coverage: 1st Year Only

Area: Workmanship and Material

Item	Deficiency	Performance Standard	Responsibility
Cleanliness.	House is not clean at the time of closing.	House shall be reasonable clean at time of closing. Paint shall be removed from glass. Bathrooms and kitchens shall be clean. Carpets shall be vacuumed.	Warrantor shall clean all areas not meeting performance standards and noted on punch list.



## MAJOR STRUCTURAL DEFECTS

COVERAGE: 1ST THROUGH 10TH YEAR

A "Major Structural Defect" is actual physical damage to the following designated load-bearing portions of the home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the house becomes unsafe, unsanitary or otherwise unlivable:

1. Foundation systems and footings;
2. Beams;
3. Girders;
4. Lintels;
5. Columns;
6. Walls and partitions;
7. Floor systems; and
8. Roof framing systems.

Repair of Major Structural Defect is limited (1) to the repair of damage to the load-bearing elements of the home themselves which is necessary to restore their load-bearing ability; and (2) to the repair of those items of the home damaged by the Major Structural Defect:

- a. Roof shingles and sheeting;
- b. Drywall and plastering;
- c. Exterior siding;
- d. Brick, stone or stucco veneer;
- e. Subfloor and flooring materials;
- f. Wall tile or other wall coverings;
- g. Non-load bearing partitions;
- h. Concrete floors in attached garages and basements that are built separate from foundation walls or other structural elements of the home;
- i. Electrical, heating, cooling, ventilation, mechanical, and plumbing systems; appliances, equipment, fixtures, paint, doors, windows, trim, cabinet, hardware and insulation.

Items a. through i. above with the exception of any "consumer products" as disclaimed herein. are covered by Warranty for one (1) year as described herein.

In the event of a Major Structural Defect occurring in the first year of coverage, repairs will also include correction of items necessary to bring the home into compliance with these standards.

The unsafe, unsanitary, or otherwise unlivable criteria under Major Structural Defect is limited only to the repair of plumbing, waste, gas, oil and electrical lines, ductwork, heating systems, and other items that affect the health or safety of the occupants of the home which were damaged by the Major Structural Defect.

# SERVICE REQUEST

**IMPORTANT! All service requests must be in writing, no verbal requests will be honored.**

**PHONE#**

**CLOSING DATE**

[illegible]



**Dear Lakes of Westchester Homeowner:**

**Enclosed with your pre-closing walk-thru package, you will find a service request form. Our representative will explain to you that all requests for service for your home must be submitted in writing to our warranty department.**

**On occasion you may find some items you feel require service after you have occupied your home. We would appreciate you waiting a minimum of 30 days before submitting your requests.**

**Our warranty department's goal is to insure that your problems are promptly addressed. By waiting 30 days to submit your request we are better able to service your home with the least amount of inconvenience to you, rather than servicing single requests as they are discovered.**

**If after 30 days you find any additional problems that need attention, please mail your request to:**

**Engle Homes**

**Customer Service**

**8949 Lantana Road**

**Lake Worth, FL 33434**

**Again, we wish you full enjoyment in your new home.**

**Very truly yours,  
Engle Homes, Inc.**

ADELPHIA CABLE COMM.  
CABLE HOOK-UP  
(407) 692-1400

POWER PLUMBING CO., INC.  
PLUMBING  
(407) 969-3388  
(407) 642-1129 (NIGHTS AND WEEKENDS)  
(24 HOUR EMERGENCY NUMBER (407) 754-2050

COMET ELECTRIC, INC.  
ELECTRICAL  
(407) 689-4400

\*SASSO AIR CONDITIONING  
A/C - HEAT  
(407) 272-8800

R & J ROOFING  
ROOFING  
(407) 391-6149

\*SOLID WASTE AUTHORITY - TUESDAY - PICK-UP RECYCLE BINS  
TO HAVE RECYCLE BINS DELIVERED  
(407) 930-2727  
FRIDAY - PICK-UP FOR VEGETATION

\*SOLID WASTE AUTHORITY  
GARBAGE PICK-UP ..... PICK UP DAYS ARE TUESDAY AND FRIDAY  
(407) 697-2700

\*GENERAL ELECTRIC COMPANY  
APPLIANCE REPAIR  
(407) 392-7500

ACTIVE ALARM, INC.  
SECURITY ALARMS  
(407) 439-2222

\*CALL DIRECTLY

EMERGENCY NUMBERS - FIRE - POLICE - AMBULANCE 911  
NON EMERGENCY - POLICE - (407) 732-8116

CUSTOMER SERVICE FOR ENGLE HOMES:  
ENGLE HOMES  
8949 LANTANA ROAD  
LAKE WORTH, FL 33460  
(407) 968-5671

Engle Home  
Bobby Fox

Lynne Gaudet, Dir of Cust Svc