

10 YEAR

# Structural warranty



LONG LIVE HAPPY HOMES®



**smile,** you know what to expect  
when the unexpected happens.®

- ✓ **Insurance-backed structural coverage starting day 1**
- ✓ **10 years of structural warranty coverage**

To register go to: [2-10.com/registerhome](https://2-10.com/registerhome)



## **TABLE OF CONTENTS**

<b>SECTION I</b>	<b>Your Warranty Booklet and Certificate of Warranty Coverage</b>
<b>SECTION II</b>	<b>The Warranty Provided By Your Builder/Seller</b>
<b>SECTION III</b>	<b>Reporting a Structural Defect Claim</b>
<b>SECTION IV</b>	<b>The Option To Repair, Replace or Pay For the Structural Defect</b>
<b>SECTION V</b>	<b>The Effect of this Warranty on Your Legal Rights</b>
<b>SECTION VI</b>	<b>Arbitration of Disputes</b>
<b>SECTION VII</b>	<b>Your Responsibilities Under This Express Limited Warranty</b>
<b>SECTION VIII</b>	<b>Exclusions</b>
<b>SECTION IX</b>	<b>Manufacturers and Other Similar Warranties</b>

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## **BUILDER/SELLER'S EXPRESS LIMITED WARRANTY**

### **SECTION I. YOUR BOOKLET AND CERTIFICATE OF WARRANTY COVERAGE.**

This booklet and the Certificate of Warranty Coverage are very important legal documents that fully define the provisions of this express limited warranty, and You and Your Builder/Seller's rights and obligations. Therefore, it is important to keep this booklet and the Certificate of Warranty Coverage with other legal documents that are important to You.

Your warranty is not a policy of insurance, a maintenance agreement or a service contract. If You have a mortgage on Your Home, Your lender may insist that You have a homeowners' insurance policy. This warranty is not a homeowners' insurance policy and it will not satisfy the lender's requirement. As described in this booklet, coverage is limited to qualified Structural Defects. If the Builder/Seller has provided a private, additional warranty or guarantee, the Builder/Seller's obligations under that private warranty or guarantee are not covered by this express limited warranty or insured by the Warranty Insurer.

The provisions of this warranty may not be changed by Your Builder/Seller or by any other person. If any provision of this warranty is found to be unenforceable, the remaining provisions will remain in full force and effect.

### **A. TRANSFERRING YOUR BUILDER'S EXPRESS LIMITED WARRANTY.**

If You sell Your Home during the term of the express limited warranty, this warranty will be transferred to the next owner, and any subsequent owners. This means all of Your rights and obligations under this warranty, up to the remaining amount of the Warranty Limit, will transfer to each purchaser of Your Home or any person who otherwise obtains title to Your Home, including any mortgagee in possession, for the remaining term of the warranty.

When You sell Your Home, You agree to give this booklet and the Certificate of Warranty Coverage to Your buyer in order to make it possible for the buyer to understand his or her rights and fulfill his or her obligations under the provisions of this express limited warranty.

If You are a successive owner of the Home, You may benefit from the coverage provided by this express limited warranty, but in return You are bound by all of the terms and conditions of this warranty including but not limited to the procedures that must be followed to make a claim and the obligation to participate in arbitration as set out in this warranty. To register the warranty in Your name please complete and mail the Successive Homeowner Registration and Arbitration Acceptance Form along with a check for \$20.00 to 2-10 Home Buyers Warranty at the address shown on the form. Registration in Your name is not required to maintain warranty coverage.

### **B. WORDS WITH SPECIAL MEANINGS.**

Generally speaking, the words used in this booklet have their normal everyday meaning. In some cases, however, a word will be used as shorthand to describe specifically one of the key provisions contained in this express limited warranty. In those cases, the words will be capitalized, and the capitalized word will always have the same special meaning. Most defined terms are described in this section, however, other sections of this booklet may contain other defined terms. The words being given a special meaning are as follows:

"2-10 Home Buyers Warranty" or "2-10 HBW" is the warranty administrator. 2-10 HBW is available to answer any questions You may have about the express limited warranty Your Builder/Seller is providing. This warranty is provided by Your Builder/Seller; 2-10 HBW does not provide warranties or insurance.

"Builder/Seller" means the Home Builder or seller listed on the Certificate of Warranty Coverage, and is the person or company providing You with this express limited warranty.

"Certificate of Warranty Coverage" is the document issued by 2-10 HBW confirming that Your Builder/Seller took all steps required to make the express limited warranty on Your Home effective.

"Common Element" means any portion of a Multi-Family Building which is defined as a Common Element in either common interest ownership laws or in the declaration establishing such community.

"Common Element Date of Warranty" means the earlier of the date a certificate of occupancy is issued for the Multi-Family Building or the date a unit in the building is first occupied.

"Commercial Space" means any unit within a Multi-Family Building that is used primarily for a non-residential purpose.

"Effective Date of Warranty" means the date the express limited warranty goes into effect. That date will be the earliest of: (1) the closing date on which You purchased the Home, or (2) the date anyone first began living in the Home if before Your closing date.

"Home" means the dwelling unit and garage (if any) or the Commercial Space (if any) located at the address shown on the Certificate of Warranty Coverage.

"Multi-Family Building" is a building in a common interest community that may consist of dwelling units, shared parking spaces,

Commercial Space(s) and/or Common Elements.

“Soil Movement” exclusively means subsidence or expansion of soil caused by shrinkage, swelling or consolidation.

“Structural Defect” is defined in Section II.A of this booklet.

“You”, “Your”, and similar words means the person or persons who are the legal owners of the Home covered by this express limited warranty.

“Warranty Insurer” is the Builder/Seller’s Warranty Insurer as stated on Your Certificate of Warranty Coverage.

“Warranty Limit” is the aggregate financial obligation of the Builder/Seller for all claims under this warranty. The Warranty Limit is equal to the final sales price of the Home as identified on the Application for Home Enrollment when the final sales price includes the land. If the land was provided by You, the Warranty Limit is equal to the final sales price of the Home multiplied by a factor of 1.25 provided this calculation was performed on the Application For Home Enrollment.

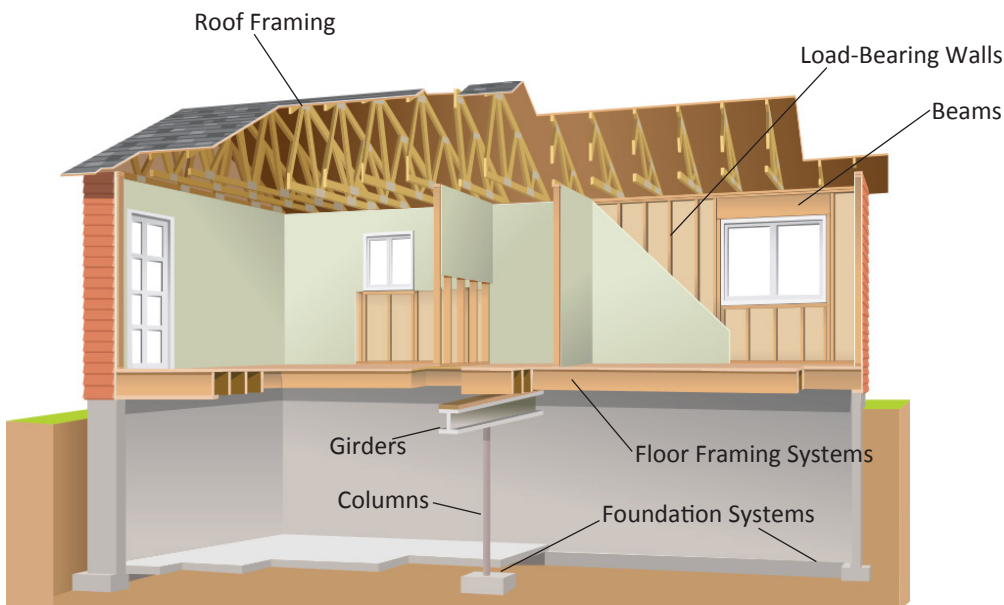
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## SECTION II. THE WARRANTY PROVIDED BY YOUR BUILDER/SELLER.

**A. STRUCTURAL DEFECT WARRANTY.** Your Builder/Seller is providing a Structural Defect warranty. This means that the Builder/Seller warrants that Your Home will be free from Structural Defects (as defined below) from the Effective Date of Warranty for a period of ten years thereafter. Structural Defects due to Soil Movement are covered by this warranty.

Structural Defect is defined as actual physical damage to the designated load-bearing element of the Home caused by the failure of such load-bearing element which affects their load-bearing functions to the extent that Your Home becomes unsafe, unsanitary or otherwise unlivable. This is coverage solely for catastrophic failure of load-bearing elements of Your Home. The designated load-bearing elements that are covered under the Structural Defect warranty are limited to:

1. Footings and Foundation systems;
2. Beams;
3. Girders;
4. Lintels;
5. Masonry Arches;
6. Columns;
7. Load-bearing walls and partitions;
8. Roof framing systems; and
9. Floor framing systems.



### LOAD-BEARING ELEMENTS

Examples of load-bearing elements typically covered under the ten year structural warranty.

The remaining elements of Your Home are not load-bearing elements under this Structural Defect warranty. A non-exclusive list of the non-load-bearing elements in Your Home not covered by this Structural Defect warranty are:

1. Non-load-bearing partitions and walls;
2. Wall tile or paper, etc.;
3. Drywall and plaster;
4. Flooring and sub-flooring material;
5. Stucco, brick and stone veneer;
6. Any type of exterior siding;
7. Roof shingles, roof tiles, sheathing and tar paper;
8. Heating, cooling, ventilating, plumbing, electrical and mechanical systems;
9. Appliances, fixtures or items of equipment;
10. Doors, trim, cabinets, hardware, insulation, paint, stains; and
11. Basement, garage and other interior floating ground-supported concrete slabs.

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### **SECTION III. REPORTING A STRUCTURAL DEFECT CLAIM.**

#### **A. STRUCTURAL DEFECTS.**

If You believe Your Home has a Structural Defect that is covered under Your Builder/Seller's Structural Defect warranty, You must take the steps described in this section. Notice of Structural Defect must be made by the homeowner, except for Multi-Family Buildings, notice for each affected building must be made by the homeowners' association or its designated representative, along with a copy of the Certificate of Warranty Coverage for each Home in the building.

1. Structural Defect(s) must be reported to 2-10 HBW as soon as possible but no later than thirty (30) days after the expiration of the applicable term of the warranty. Notice means that You must complete the following two steps:
  - a. Complete the appropriate Notice of Claim Form for Structural Claims ("Notice"), which is found at the back of this booklet.
  - b. Send a copy of the Notice to 2-10 HBW, and include:
    1. A \$250 claim investigation fee payable to the Warranty Insurer stated on the Certificate of Warranty Coverage; and
    2. A copy of all correspondence with Your Builder/Seller regarding the Structural Defect(s) in question to:  
2-10 Home Buyers Warranty  
Warranty Administration Department  
13900 East Harvard Ave  
Aurora, CO 80014  
Phone: 855.429.2109  
warrantyadministration@2-10.com

If your claim is accepted the \$250 claim investigation fee will be refunded.

2. WHAT 2-10 HBW WILL DO. Upon receipt of the items identified in A.1 above, 2-10 HBW will forward the check and Your file to the Warranty Insurer, and the Warranty Insurer will adjust the claim.

#### **B. MULTI-FAMILY BUILDINGS.**

1. Coverage of the Common Elements begins on the date the Certificate of Occupancy was issued for the building containing Your unit, and Common Elements Structural Defects must be reported within the applicable warranty term for such defects. Claims pertaining to Common Elements must be filed by Your condominium association ("Association") or representative designated by the Association using one Notice of Claim form for each affected building. The Notice of Claim form must list each unit of the building and a Certificate of Warranty Coverage must be attached for each unit of the building. Under the ten year Structural Defect warranty coverage, the maximum claim investigation fee is \$250 per unit in the building or \$5,000 per building, whichever is less. If your claim is accepted the claim investigation fee will be refunded.

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### **SECTION IV. THE OPTION TO REPAIR, REPLACE OR PAY FOR THE STRUCTURAL DEFECT.**

#### **A. PROVISIONS APPLICABLE TO THE STRUCTURAL DEFECT.**

The Warranty Insurer shall have the option to repair, replace or pay You the reasonable cost of repairing any Structural Defect. The design, method and manner of such repair shall be within the sole discretion of the Warranty Insurer. After the repair, replacement or payment for the repair of the Structural Defect, You must:

1. Assign to the Warranty Insurer any rights You may have against any other person with respect to the Structural Defect. You must not do anything to prejudice these rights of subrogation.
2. Sign and deliver a full and unconditional release of the Builder/Seller and/or Warranty Insurer, in recordable form, of all legal obligations with respect to the warranted items and conditions arising from those items.

If an improvement, fixture or property not constructed by the Builder/Seller is damaged or requires removal during the repair of Your Home, it is Your sole responsibility, and not the responsibility of the Builder/Seller or Warranty Insurer, to pay for the cost of repair or removal of such improvement, fixture or property. No repair shall extend the term of this express limited warranty as to any Structural Defect, including without limitation, the Structural Defect that was the subject of the repair.

## **B. ADDITIONAL PROVISIONS APPLICABLE TO THE REPAIR OF STRUCTURAL DEFECT.**

The repair of a Structural Defect is limited to:

1. The repair of damage to designated load-bearing elements of the Home which is necessary to restore their load-bearing ability;
2. The repair of designated non-load-bearing elements, items or systems of the Home, damaged by the Structural Defect, which make the Home unsafe, unsanitary or otherwise unlivable (such as the repair of inoperable windows, doors and the restoration of functionality of damaged electrical, plumbing, heating, cooling and ventilating systems); and
3. The repair and cosmetic correction of only those surfaces, finishes and coverings, original with the Home, damaged by the Structural Defect, or which require removal and replacement attendant to repair of the structural damage, or to repair other damage directly attributable to the Structural Defect.

Repairs of the Structural Defect are intended to restore the Home to approximately the condition just prior to the Structural Defect, but not necessarily to a like-new condition.

## **C. ACCESS TO YOUR HOME FOR INSPECTING AND MAKING REPAIRS.**

In order to carry out the warranty responsibilities, the Builder/Seller or Warranty Insurer will require access to Your Home. If Your Home is in a Multi-Family Building, You agree (after reasonable notice) to allow access to, or within Your Home during normal business hours so repairs may be made to any adjacent unit or Common Element. If emergency repairs are necessary and You cannot be reached within a reasonable time period, You waive such notice. If You do not provide access to Your Home during normal business hours to inspect, repair or conduct tests on Your Home as may be required to evaluate or repair a Structural Defect, You are relieving the Builder/Seller and Warranty Insurer of all responsibility to make repairs, replace or pay for any Structural Defect under this warranty.

In addition to the right to inspect Your Home, the Builder/Seller or Warranty Insurer shall have the right, in advance of any arbitration concerning Your Home, to re-inspect Your Home if the request for arbitration is made more than sixty (60) days after the last claim decision concerning the claim that is the subject of the arbitration.

## **D. THE LIMITS OF YOUR WARRANTY.**

Every time the Warranty Insurer repairs, replaces or pays You a reasonable cost of repair of any Structural Defect under this warranty, the amount of the cost incurred by the Warranty Insurer is deducted from the Warranty Limit. When the Warranty Limit is exhausted, there is no longer warranty coverage for Your Home. A claim payment includes the cost to the Builder/Seller or Warranty Insurer of repairing a Structural Defect in Your Home covered under this warranty.

The Warranty Limit for Common Elements in a Multi-Family Building is equal to the sum of the unexpired Warranty Limits for all enrolled Homes in the building. In the event that all Homes in the Multi-Family Building were not enrolled, the Warranty Limit for Common Elements Structural Defect coverage shall be reduced pro-rata based upon the ratio of the original sale price of the non-enrolled Homes compared to the total original sales price of all Homes in the Multi-Family Building. If the claim payment is for a Common Elements Structural Defect, the Warranty Limit on each Home in the Multi-Family Building still covered by an unexpired warranty shall be reduced pro-rata in the proportion which the Common Elements claim payment bears to the total original sales price of all enrolled Homes.

Coverage for Your Builder/Seller's express limited warranty shall be excess of any other valid and collectible insurance available to You or Your Builder/Seller, whether primary, pro-rata or excess, and whether or not collected.

## **E. EMERGENCY REPAIRS.**

An emergency means a substantial risk of serious physical damage to the Home or a substantial risk of serious bodily injury to its occupants if a Structural Defect is not immediately repaired. If You have an emergency involving a Structural Defect, You must contact Your Builder/Seller, 2-10 HBW or Warranty Insurer immediately for the purpose of making emergency repairs or authorizing You to make emergency repairs. If You are unable to contact these parties, You must then (1) make minimal repairs necessary to avoid the emergency until authorization for more extensive repairs have been approved by the Warranty Insurer, (2) take any action reasonably necessary to limit additional damage and (3) report the emergency to 2-10 HBW on the next business day.

Except for authorized emergency repairs, do not repair or attempt to repair a claimed Structural Defect before the Warranty Insurer has had an opportunity to inspect the Structural Defect. Any attempt to repair a claimed Structural Defect, other than an authorized emergency repair, will make it impossible to assess whether the Structural Defect was covered by this warranty, whether the

repair was correct, cost-effective, necessary and effective, or whether the problem could be resolved in another way. Unless an emergency Structural Defect repair is authorized, the Warranty Insurer will have no responsibility to reimburse any costs due to repair, replacement and expenses, including engineering and attorney's fees.

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## **SECTION V. THE EFFECT OF THIS WARRANTY ON YOUR LEGAL RIGHTS.**

To the fullest extent permissible by the applicable law You have accepted this express limited warranty provided in this booklet as your sole and exclusive warranty for Structural Defects. All other implied warranties, including, but not limited to, oral or written statements or representations made by Your Builder/Seller or any implied warranty of habitability, merchantability or fitness, are disclaimed by Your Builder/Seller and waived by You to the extent possible under the laws of Your state. You may have other remedies as provided under the law of the state where the Home is located.

\*California: The protection provided under this warranty is not in limitation of, but is in addition to any other rights provided to You under California law.

\*Kansas: You have not waived the implied warranties and the warranty is not Your exclusive remedy. You may have other remedies as provided to You under Kansas law.

\*Florida: Units located in Multi-Family Buildings may have additional statutory protection under Florida law.....

\*Oregon: Units located in Multi-Family Buildings may have additional statutory protection under Oregon law.

## **SECTION VI. ARBITRATION OF DISPUTES.\***

To expedite the resolution of any and all claims, disputes and controversies involving You, the Builder/Seller, 2-10 HBW and/or the Warranty Insurer arising out of or otherwise relating to this warranty or the 2-10 HBW Program shall be settled by binding arbitration pursuant to this self-executing arbitration agreement. Agreeing to arbitration means You are waiving Your right to a jury trial, class action or consolidation. Any party shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing this arbitration agreement. The decision of the arbitrator shall be final and binding and will, if necessary, be entered as a judgment in any State or Federal court of competent jurisdiction.

### **A. SELECTING AN ARBITRATION SERVICE.**

The arbitration shall be conducted by DeMars & Associates, Ltd. ("DeMars") or Construction Dispute Resolution Services, LLC ("CDRS"). The choice of DeMars or CDRS shall be Yours, or if You are not involved, the party who initiates the arbitration. The arbitrating parties, by mutual agreement, may select an arbitration service other than DeMars or CDRS.

The arbitration shall be conducted in accordance with the arbitration rules in effect with the selected arbitration service. If the state where the Home or Multi-Family Building is located has a statute which mandates that arbitrators provide certain disclosures relating to their partiality and/or biases, the selected arbitrator shall be obliged to provide such disclosures and may be disqualified and replaced pursuant to the procedure set forth in the applicable state's statute relating to disqualifying potentially biased arbitrators. The disqualification of an arbitrator will not relieve any party bound by this arbitration agreement of the obligation to arbitrate all disputes. Following any disqualification of an arbitrator, the parties will arbitrate before a replacement arbitrator.

No arbitration arising out of or otherwise relating to this warranty or the 2-10 HBW Program shall involve more than one Home or more than one Multi-Family Building. The arbitrator shall prepare a written arbitration award which sets forth his or her factual findings and the reasons on which his or her decision is based.

### **B. DISPUTES CONCERNING THE APPLICATION OF THIS ARBITRATION AGREEMENT.**

The Federal Arbitration Act (9 U.S.C. § 1 et seq., ("FAA")) shall govern the meaning and enforceability of this arbitration agreement to the exclusion of any state law relating to the meaning or enforceability of arbitration clauses or agreements. Any disputes concerning the interpretation or enforceability of this arbitration agreement, including without limitation, its revocability or voidability for any cause, the scope of arbitrable issues and any defense based upon waiver, estoppel or laches, shall be decided by the parties' appointed arbitrator.

### **C. COST OF ARBITRATION.**

All administrative fees of the arbitration service and fees of the arbitrator shall be equally allocated among the arbitrating parties, subject to the discretion of the arbitrator to reallocate such fees as warranted under the substantive law governing the parties' controversy.

### **D. AUTHORITY OF ARBITRATOR.**

The arbitrator shall not have the power to commit errors of law or legal reasoning. Thus, with regard to the tort, contract, statutory or equitable dispute arising out of or otherwise relating to this warranty or the 2-10 HBW program, the arbitrator shall render an award in accordance with the substantive law governing the claims, disputes and/or controversies being prosecuted by the claimant. Specifically, the arbitrator is authorized to award all relief that would otherwise be available in a judicial forum to the claimant or respondent if the parties' controversy were litigated in court rather than in an arbitral proceeding.



## **E. FOR WARRANTIES ISSUED IN CALIFORNIA AND NEVADA.**

If Your Home or Multi-Family Building is located within the State of California or within the State of Nevada, the following additional provisions shall be operative:

The FAA shall govern the enforceability of this arbitration agreement, to the exclusion of any state law (statutory or judicial). If Your Home or Multi-Family Building is in California, Arbitration shall not, under any circumstances, be stayed or denied enforcement based on any of the grounds recognized for staying or denying arbitration under California Code of Civil Procedure § 1281.2(c).

With respect to the finality of any resulting arbitration award, and with respect to the procedural and substantive laws relating to the process of modifying, confirming or vacating an arbitration award issued in connection with the subject arbitration agreement: if Your Home or Multi-Family Building is in California, then California law as opposed to the FAA shall be the governing law, and if Your Home or Multi-Family Building is in Nevada, then Nevada law as opposed to the FAA shall be the governing law. Specifically, it is the intention of the parties to have any arbitration award subject to judicial review, as was recognized in *Cable Connection, Inc. v. DIRECTV, Inc.* (2008) 44 Cal.4th 1334. Thus, the arbitrator shall prepare in writing and provide to the parties an award which includes factual findings and the reasons on which his or her decision is based. The court shall have the power to review (a) whether the findings of fact rendered by the arbitrator are supported by substantial evidence and (b) whether, as a matter of law based on such findings of fact, the award should be confirmed, corrected or vacated. Upon the court's determination that the arbitrator's findings are supported by substantial evidence and that his or her disposition of the parties' controversy is in accordance with the relevant substantive law, judgment shall be entered in favor of the relevant party consistent with the award.

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## **SECTION VII. YOUR RESPONSIBILITIES UNDER THIS EXPRESS LIMITED WARRANTY.**

You are responsible for proper maintenance of Your Home including maintaining Builder/Seller-set grades around the Home, planting trees and shrubs at the proper distance from the Home, and conforming to generally accepted landscape practices for Your region. Your Builder/Seller is not responsible for problems that arise if You do not meet these responsibilities.

All new homes are constructed of dissimilar materials which have different rates of expansion and contraction due to changes in temperature or humidity. Your Home will go through a period of settlement and movement, and may experience some minor material shrinkage, cracking and other events which are normal and customary.

Examples include small cracks in drywall and paint; and separation where dissimilar materials meet each other — for example, where moldings meet sheetrock, or where tile grout meets a sink. In most cases, paint and caulking is all that is necessary to conceal these types of blemishes that result from the natural expansion and contraction of construction material. Because these events are normal and customary, they are not a Structural Defect that are covered by this express limited warranty.

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## **SECTION VIII. EXCLUSIONS.**

This warranty does not provide coverage for any of the following items which are specifically excluded.

1. Damage to land and other real property that was not part of Your Home, or any property that was not included in the purchase price stated on the Certificate of Warranty Coverage.
2. Damage to driveways, boundary walls, retaining walls and bulkheads (except where boundary walls, retaining walls and bulkheads are necessary for the structural stability of the Home), decks, porches, detached carports or any other appurtenant structure or attachment to the dwelling, fences, landscaping (including sod, seeding, shrubs, trees, plantings and lawn irrigation systems), swimming pools, tennis courts, outbuildings and other exterior recreational facilities or other additions or improvements not a part of Your Home.
3. Loss or damage which arises while Your Home is being used primarily for nonresidential purposes.
4. Changes in the level of underground water table which were not reasonably foreseeable at the time of construction of Your Home.
5. Failure of Your Builder/Seller to complete construction, or construction which is noncompliant with plans and specifications, violations of local or national building codes, ordinances or standards.
6. Any condition which has not resulted in actual physical damage to Your Home.
7. Any loss or damage that is caused or made worse by any of the following causes, whether acting alone or in sequence or concurrence with any other cause or causes whatsoever, including without limitation:
  - a. Negligence, improper maintenance, defective material or work supplied by, or improper operation by, anyone other than Your Builder/Seller or its employees, agents or subcontractors, including failure to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;
  - b. Your failure to give prompt and proper notice to 2-10 HBW and Your Builder/Seller of any Structural Defect;
  - c. Change of the grading of the ground that does not comply with accepted grading practices, or failure to maintain the original grade;
  - d. Riot or civil commotion, war, terrorism, vandalism, hurricane, tornado or other windstorm, fire, explosion, blasting,

smoke, water escape, tidal wave, flood, hail, snow, ice storm, lightning, falling trees or other objects, aircraft, vehicles, mudslide, landslide, avalanche, earthquake, volcanic eruption, mine shaft, sinkholes or geological phenomena involving subsurface slope instability;

- e. Abuse or use of Your Home, or any part thereof, beyond the reasonable capacity of such part for such use;
  - f. Microorganisms, fungus, decay, wet rot, dry rot, soft rot, rotting of any kind, mold, mildew, vermin, termites, insects, rodents, birds, wild or domestic animals, plants, corrosion, rust, radon, radiation, chemical reaction, formaldehyde, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant or carcinogenic substance, whether organic or inorganic and electromagnetic field or emission, including any claim of health risk or uninhabitability based on any of the foregoing; or
  - g. Your failure to minimize or mitigate any defect, condition, loss or damage as soon as it is practical.
8. Any loss or damage caused by buried debris, underground springs, sinkholes, mineshafts or other anomalies which were not reasonably foreseeable in a building site You provided.
  9. Loss caused, in whole or in part, by any peril or occurrence for which compensation is provided by state legislation or public funds.
  10. Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair, or any other costs due to loss of use, inconvenience, or annoyance.
  11. Diminished market value of Your Home.
  12. Any and all consequential loss or damage, including without limitation, any damage to property not covered by this warranty, any damage to personal property, any damage to property which You do not own, any bodily injury or personal injury of any kind, including physical or mental pain and suffering and emotional distress, and any medical or hospital expenses, or lost profits.
  13. Any Structural Defect first occurring after the applicable term of the warranty expires.
  14. Structural Defects that first occur or You knew about prior to the Effective Date of Warranty such as “walk-through” or “punch list” items.

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#### **SECTION IX. MANUFACTURERS AND OTHER SIMILAR WARRANTIES.**

Your warranty does not apply to appliances and manufactured items of equipment including, but not limited to, heating, ventilation and mechanical equipment or any other item which is covered by a manufacturer’s warranty, nor does it cover deficiency in any systems that are caused by failure of any such appliance or manufactured item. Your Builder/Seller assigns to You all rights under manufacturers’ warranties on appliances and items of equipment included in Your Home.

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## NOTICE OF CLAIM FORM FOR STRUCTURAL CLAIMS ONLY

Please read the 2-10 Home Buyers Warranty Booklet, Section III, page 3, for filing instructions and pertinent information.

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Primary Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Effective Date of Warranty: \_\_\_\_\_ Certificate of Warranty Coverage#: \_\_\_\_\_

Please note that the 2-10 Home Buyers Warranty Program provides Limited Structural Defect warranty coverage which is subject to exclusions and conditions. You are encouraged to review the Structural Defect coverage provisions of Your booklet.

**Please answer the following questions:**

- 1. Have You reviewed the definition of a Structural Defect in Your warranty booklet? Yes  No
- 2. Do You believe that You have actual physical damage to one or more of the listed load-bearing elements of Your Home? Yes  No
- 3. Have You reviewed the list of non-load-bearing elements which would not qualify as a Structural Defect under this coverage? Yes  No
- 4. Do You feel that Your Home is unsafe, unsanitary or otherwise unlivable as a result of the Structural Defect? Yes  No

Nature of Structural Defect (Be specific; If available, enclose photographs and attach a separate sheet if necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Structural Defect First Observed: \_\_\_\_\_

It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder (Builder/Seller) or claimant (homeowner) for the purpose of defrauding or attempting to defraud the policyholder (Builder/Seller) or claimant (homeowner) with regard to a settlement or award payable from insurance proceeds shall be reported to the insurance commissioner of Your state. By filing this Notice of Claim You agree to resolve any disputes using arbitration as described on pages 5 and 6 of the booklet.

<p>CHECK ONE (if applicable): 1) <input type="checkbox"/> FHA 2) <input type="checkbox"/> VA</p> <p>CASE #: _____</p> <p>If You are the original owner, and Your Home has FHA/VA financing, please provide the following:</p> <p>Name of Mortgage Company: _____</p> <p>Address of Mortgage Company: _____</p>
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Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**SUCCESSIVE HOMEOWNER REGISTRATION  
AND ARBITRATION ACCEPTANCE FORM**

As the successive homeowner of the Home located at \_\_\_\_\_(Home)  
I/We accept any coverage remaining on the express limited warranty provided by the Builder/Seller that first sold the newly constructed Home. I/We have reviewed and agreed to all the terms in the booklet.

I/We understand that 2-10 Home Buyers Warranty is not the warrantor of the Builder/Seller's Structural Defect Warranty, but rather provides services to administer the warranty program.

I/We agree to the binding arbitration process described on pages 5 and 6 of the warranty booklet for resolving warranty disputes between us, the Builder/Seller and/or the Warranty Insurer.

**Signature(s) of successive Home Buyer(s):**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
EMAIL

\_\_\_\_\_  
DATE

***In order to process this request, please mail this form and a check in the amount of \$20 payable to 2-10 HBW to:***

2-10 Home Buyers Warranty  
Warranty Administration Department  
13900 East Harvard Avenue  
Aurora, CO 80014

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