

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

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Fisher lane Limited Warranty

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Fisher Lane Builders, LLC

PO Box 70709

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Fisher Lane Express Limited Warranty

§ 1.1. General Provisions

Scope. This Fisher Lane Express Limited Warranty ("Warranty") describes the minimum standards of performance for the various elements or components of a Home as described. If an element or component of a Home is not described particularly in this Warranty, the element or component shall be constructed in accordance with any written agreement or, if there is no agreement, in accordance with usual and customary residential construction practices and the element or component shall perform for the purpose for which it is intended for the period of the applicable warranty. The terms and conditions of the Warranty shall apply to all repairs performed by Fisher Lane regardless of coverage under the Warranty.

This new home warranty covers only the components of the property that were renovated or newly installed as part of the addition. It does not cover the existing structure of the house. All Home construction shall comply with applicable Codes.

(b) Effective Date. The provisions of this Warranty shall apply to all Fisher Lane craftsmanship for which transfer of title occurs on or after January 1, 2023.

(c) Definitions. The following words and terms when used in this Warranty shall have the following meanings, unless the context clearly indicates otherwise.

(1) Adverse Effect--A tangible condition that substantially impairs the functionality of a Habitable Area of the Home.

(2) Code--The International Residential or, if the context requires, the National Electrical Code.

(3) Dwelling Unit(s)--a residential structure providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

(4) Excessive or Excessively--a quantity, amount or degree that exceeds that which is normal, usual or reasonable under the circumstance.

(5) Exclusion--items, conditions or situations not warranted or not covered by a Performance Standard.

(6) Extreme Weather Condition(s)--weather conditions in excess of, or outside of the scope of the design criteria stated or assumed for the circumstance or locale in the Code.

(7) The International Residential Code (IRC)-- substantial compliance with the non-electrical standards contained in the version of the IRC for One-and Two-Family Dwellings published by the International Code Council (ICC) as follows:

(A) for Homes located in a municipality or the extraterritorial jurisdiction of a municipality, the version of the IRC applicable to non- electrical aspects of residential construction in the municipality under Local Government Code § 214.212 and which is effective on the date the Home is released for commencement of construction;

(B) for Homes located in an unincorporated area not in the extraterritorial jurisdiction of a municipality, the version of the IRC applicable to nonelectrical aspects of residential construction in the municipality that is the county seat of the county in which the construction

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is located and which is effective on the date the Home is released for commencement of construction; and

(C) for Homes located in an unincorporated area in a county that does not contain an incorporated area, the version of the IRC that existed on May 1, 2006.

(8) Habitable Area--the enclosed area in a Home that is heated or air-conditioned so that it is suitable for year-round residential use. Does not include attics, garages or patios.

(9) Home--the real property, improvements and appurtenances thereto for a single-family Dwelling Unit or Townhouse.

(10) Homeowner(s)--Homeowner, Homeowner's successors, assigns, subrogees, and any future Homeowner or Occupier of the Home

(11) Homeowner Responsibility--an action required by the Homeowner for proper maintenance or care of the Home or the element or component of the Home concerned. A Homeowner's failure to substantially comply with a stated Homeowner Responsibility creates an Exclusion to the warranty for the Performance Standard.

(12) Major Structural Components—the load- bearing portions of the following elements of a Home:

(A) Footings and Foundations;

(B) Beams;

(C) Headers;

(D) Girders;

(E) Lintels;

(F) Columns (other than a column that is designed to be cosmetic);

(G) Load-Bearing portions of walls and partitions;

(H) Roof framing systems, to include ceiling framing;

(I) Floor framing systems (other than floor coverings); and

(J) Masonry Arches.

(13) Manufactured Product--a component of the Home that was manufactured away from the site of the Home and that was installed in the Home without significant modifications to the product as manufactured. Manufactured Products commonly installed in residential construction include, but are not limited to, dishwashers, cook tops, ovens, refrigerators, trash compactors, microwave ovens, kitchen vent fans, central air conditioning coils and compressors, furnace heat exchangers, water heaters, carpet, windows, doors, light fixtures, fireplace inserts, pipes, plumbing fixtures and electrical wires. For purposes of this Warranty, a Manufactured Product includes any component of a Home for which the manufacturer provides a warranty, provided that the manufacturer permits transfer of the warranty to the Homeowner.

(14) Original Construction Elevations--actual elevations of the foundation may be taken prior to Substantial Completion of the residential construction project. Such actual elevations shall include elevations of porches and garages if those structures are part of a monolithic

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foundation. To establish Original Construction Elevations, elevations shall be taken at a rate of approximately one elevation per 100 square feet showing a reference point, subject to obstructions. Each elevation shall describe the floor. If no such actual elevations are taken then the foundation for the Habitable Areas of the Home are presumed to be level +/- 0.75 inch (three-quarters of an inch) over the length of the foundation.

(15) Party or Parties--The Homeowners and Fisher Lane shall individually be referred to as a "Party" and collectively as the "Parties".

(16) Performance Standard(s)--the standard(s) to which a Home or an element or component of a Home constructed as a part of new Home construction or a material improvement or interior renovation must perform.

(17) Fisher Lane--Refers to Fisher Lane Builders, including, but not limited to, its successors, assigns, and affiliates.

(18) Fisher Lane's Responsibility--A statement of the corrective action required by Fisher Lane to repair the construction defect and any other damage resulting from making the required repair. Parties may agree to an alternative remedy.

(19) Span--the distance between two supports.

(20) Substantial Completion--the later of:

(A) the stage of construction when a new Home, is sufficiently complete that the Home, can be occupied or used for its intended purpose; or

(B) if required, the issuance of a final certificate of inspection or occupancy by the applicable governmental authority.

(21) Townhouse--a single-family Dwelling Unit constructed in a group of two or more attached Dwelling Units in which each unit extends from foundation to roof and with open spaces on at least two sides not more than four stories in height with a separate means of ingress and egress.

(d) Resolving conflicts among standards. When an inconsistency exists between the Code, manufacturer's instructions, and specifications, the standard required by the United States Department of Housing and Urban Development for Federal Housing Administration or Veterans Administration programs, ANSI/ASHRAE Standard (62.2-2003) or these Performance Standards, the most restrictive requirement shall apply.

(e) Fisher Lanes' Responsibilities for Compliance with Performance Standards and Repair Obligations.

(1) Fisher Lanes' Work. Fisher Lane is responsible for all work performed under the direction of Fisher Lanes for the period of the applicable warranty. Fisher Lane is only responsible for construction defects that Fisher Lane receives notice of on or before the second anniversary of the date of discovery of the alleged construction defect but in no event later than ninety days following the expiration of the applicable warranty period stated in Section 1.2(a) of this Warranty, and not later than the thirtieth day after the tenth anniversary of the date of the initial transfer of title from Fisher Lane to the initial Homeowner of the Home.

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(2) Repair of a Construction Defect. Any repair shall be in accordance with usual and customary building practices or as agreed by the Parties.

(3) Repair Condition. In connection with a repair of a construction defect, any repairs performed by Fisher Lane will include those components of the Home that have to be removed or altered in order to repair the construction defect. Repair shall be made so that the condition is returned to its condition as it existed at the time immediately preceding the construction defect and in accordance with Subsection 1.1(e)(4) of this Warranty.

(4) Finish. Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as is reasonably practical. In connection with the repair of finish or surface material, such as paint, wallpaper, flooring or a hard surface, Fisher Lane will match the standard and grade as closely as reasonably possible. Fisher Lane will attempt to match the finish but will not be responsible for discontinued patterns or materials, color variations or shade variations. When the affected surface finish material must be replaced and the original material has been discontinued, Fisher Lane is responsible for installing replacement material substantially similar in appearance to the original material for the affected area, not full replacement.

(5) Manufactured Products. Fisher Lane shall install all Manufactured Products in accordance with either the manufacturer's instructions and specifications or a method or means approved by a professional engineer.

(A) Fisher Lane shall use only new Manufactured Products and parts unless otherwise agreed in writing by the Parties. If Fisher Lane did not install a Manufactured Product in accordance with the manufacturer's specifications or use newly manufactured parts as required, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(B) The Homeowner shall notify Fisher Lane of a known construction defect not later than the second anniversary of the date of discovery of the construction defect or not later than ninety days following the applicable warranty period provided in Section 1.2 of this Warranty and not later than the thirtieth day after the tenth anniversary of the date of the initial transfer of title from Fisher Lane to the initial Homeowner of the Home.

(6) Specialty Feature. Notwithstanding a Performance Standard stated in this Warranty, a Specialty Feature, which is work performed or material supplied incident to certain design elements shown on the construction plans and specifications and agreed to in writing by Fisher Lane and the Homeowner, shall be deemed to be compliant with the Performance Standards stated in this Warranty so long as all items are compliant with the Code.

(f) Exceptions and Exclusions from Fisher Lanes' Responsibilities.

(1) Fisher Lane is not responsible for repair, loss or damage to a component or that part of a component of a Home caused by or made worse by any of the following:

(A) Work performed or material supplied incident to construction, modification or repair to the home performed by anyone other than Fisher Lane or persons providing work or material at the direction of Fisher Lane.

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- (B) The negligence, improper maintenance, misuse, abuse, failure to follow manufacturer's recommendations, failure to take reasonable action to mitigate damage, failure to take reasonable action to maintain the residence or other action or inaction of anyone other than Fisher Lane or persons providing work or material at the direction of Fisher Lane.
- (C) Failure of the Homeowner to comply with the Homeowner's Responsibilities as set forth in Subsection 1.1(g) or as may be stated separately elsewhere in this Warranty.
- (D) Alterations to the grade of the soil that are not in compliance with original construction, the final survey, the Code, or applicable governmental regulations.
- (E) Normal wear and tear or normal deterioration to any component of the Home.
- (F) Extreme Weather Conditions.
- (G) Riot, civil commotion, war, terrorism, vandalism, aircraft, vehicle, boat, or other "acts of God".
- (H) Fire, smoke or water damage unless such loss or damage is a direct result of a construction defect.
- (I) Change in the underground water table that exerts pressure on, seeps, or leaks under the Home, sidewalk, driveway, foundation or other structure or causes subsidence or sinkholes.
- (J) Erosion or accretion of soils unless such loss or damage is a direct result of a construction defect.
- (K) Insects, bees, birds, bats, rodents, vermin or other wild or domestic animals unless such loss or damage is a direct result of a construction defect.
- (L) The quality and potability of water unless caused by a construction defect, regardless of any previous, current or future relationship between Fisher Lane and the water board, municipal utility district, or other similar organization responsible for the quality or potability of water.
- (M) While the Home or an affected portion of the Home is being used primarily for nonresidential purposes.
- (N) Use for which the Home or a component of the Home was not designed.
- (O) Use of any component of the Home that exceeds the normal design loads, capacity, or intended/expected use prescribed by any Code, an engineer of record, permit, or other established standard.
- (P) Homeowner delay in reporting a known construction defect or failing to take reasonable action necessary to prevent further damage to the Home.
- (Q) For remodeling projects, improvements, alterations or additions to an existing residence where the Performance Standard cannot be achieved due to an existing condition.
- (R) Abuse or misuse of a Home component or Manufactured Product by anyone other than Fisher Lane or persons providing work or material at the direction of Fisher Lane.
- (2) No Actual Physical Damage. Fisher Lane shall not be responsible for any condition that does not result in actual physical damage to the Home, including, but not limited to the presence of radon gas, formaldehyde or other pollutants or contaminants, or the presence or effect of

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mold, mildew, toxic material, or volatile organic compound, unless such condition is a direct result

of a construction defect.

(g) Homeowner's Responsibilities.

(1) Home Maintenance. Maintenance of the Home and the lot on which the Home is located are essential to the proper functioning of the Home. The Homeowner is responsible for maintenance of the Home and the lot on which it is located. The Homeowner is responsible for maintenance items described in this Paragraph and those maintenance items identified separately in the Performance Standards set forth in this Warranty. Additionally, the Homeowner is responsible for ongoing maintenance responsibilities that affect the performance of the Home but that may not be expressly stated in this Warranty. Such ongoing maintenance responsibilities include, but are not limited to, periodic repainting and resealing of finished surfaces as necessary, caulking for the life of the Home, stucco maintenance, regular maintenance of delivery systems, regular replacement of HVAC filters, cleaning and proper preservation of grading around the Home and drainage systems to allow for the proper drainage of water away from the Home.

(2) Manufactured Products. The Homeowner shall use and perform periodic maintenance on all Manufactured Products according to the manufacturer's instructions and specifications. The misuse, abuse, neglect or other failure to follow manufacturer's specifications with regard to Manufactured Products may void the manufacturer's warranty, or this Warranty, if any.

(3) Landscape Planting. The Homeowner shall take measures to prevent landscaping materials or plants from contacting the exterior surface of the Home and from interfering with the proper drainage of water away from the foundation. The Homeowner should not improperly alter the proper drainage pattern or grade of the soil within ten feet of the foundation so that it negatively impacts the Home's performance or fails to comply with the Code or this Warranty.

(4) Swimming Pools or Spas. The Homeowner shall take measures to prevent swimming pools or spas from interfering with the proper drainage of water away from the foundation. The Homeowner should not improperly alter the proper drainage pattern or grade of the soil within ten feet of the foundation so that it negatively impacts the Home's performance or fails to comply with the Code or this Warranty.

(5) Humidity or Dryness in the Home. The Homeowner should take the following actions to prevent Excessive moisture accumulation by:

(A) properly using ventilation equipment;

(B) preventing Excessive temperature fluctuation; and

(C) taking any other action reasonably necessary to avoid Excessive moisture, dampness, humidity or condensation in the Home that may lead to damage due to Excessive moisture or dryness.

(6) Proper Maintenance and Care of Home Components. The Homeowner shall properly maintain each component of the Home including proper cleaning, care and upkeep of the

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Home. The Homeowner shall use Home components for the purposes for which they are intended and shall not damage, misuse or abuse Home components.

(7) Self-Help. Upon observation of a circumstance that may cause further damage to the Home or a component of the Home, the Homeowner shall take reasonable action necessary to prevent further damage to the Home.

(8) Additions to the Property. The Homeowner shall be solely responsible for any addition to the Home after completion by Fisher Lane, including installation, maintenance, and the effect of any addition on the Home, including, but not limited to, the addition of swimming pools, spas, flatwork, conversion of attics, garages, or storage spaces into living space.

(h) Customer Service Request.

(1) Requests for warranty service should be submitted in writing to the Customer Service Department.

(2) All warranty work will be scheduled at a time during business hours (Monday through Friday 7:30 am to 5:30 pm) when the Homeowner can be at Home, or the Home is otherwise made available.

(3) If you have a problem with a Manufactured Product, such as an appliance or a mechanical system, including air conditioning, electrical or plumbing, we ask that you first call the telephone numbers you received on your Manuals. The manufacturers of these products offer their own warranties, which may exceed this Warranty, and their installers will coordinate directly with you to resolve any issues.

(4) If you have an emergency condition with your Home that presents an imminent danger or harm to persons or damage to property, you should contact emergency service personnel (e.g. fire department) or the relevant utility provider (e.g., gas company, electric company, etc.), as appropriate. Fisher Lane does not provide emergency response services.

(i) Alternative Dispute Resolution.

(1) MEDIATION. The Homeowner agrees that any dispute involving the Warranty (including any Dispute involving Fisher Lane, Homeowner, their representatives, their contractors, suppliers, manufacturers, affiliates, the developer of the Property, or any other provider of goods or services in connection with the Home ("Dispute")) shall first be submitted to mediation. The Parties agree to split the mediation fee evenly. The Parties agree to cooperate to select a mediator in the county in which the Home is located or such other location as may be agreeable to the Parties. Unless otherwise agreed by the Parties, any mediator must have at least five (5) years of experience serving as an arbitrator or mediator and shall have technical expertise and knowledge appropriate to the subject matter of the Dispute. If the Parties fail to agree on the selection of a mediator, either Homeowner or Fisher Lane may request the appointment of a mediator by the American Arbitration Association.

(2) MANDATORY ARBITRATION. THE PARTIES AGREE THAT ANY DISPUTE (INCLUDING ANY DISPUTE INVOLVING FISHER LANE, HOMEOWNER, THEIR REPRESENTATIVES, THEIR CONTRACTORS, SUPPLIERS, MANUFACTURERS, AFFILIATES, THE DEVELOPER OF THE PROPERTY, OR ANY OTHER PROVIDER OF GOODS OR SERVICES IN CONNECTION WITH THE HOME), IF NOT

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SETTLED DURING MEDIATION, SHALL NOT BE DECIDED BY OR IN A COURT OF LAW BUT SHALL THEREAFTER BE SUBMITTED FOR FINAL RESOLUTION TO BINDING ARBITRATION AS PROVIDED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.), OR THE APPLICABLE SIMILAR STATE STATUTE IF THE FEDERAL ARBITRATION ACT DOES NOT APPLY. THIS WARRANTY REQUIRES MANDATORY ARBITRATION OF DISPUTES. IF ANY PARTY COMMENCES LITIGATION IN VIOLATION OF THIS SUBSECTION, THAT PARTY SHALL REIMBURSE THE OTHER PARTIES TO THE LITIGATION FOR THEIR COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) INCURRED IN SEEKING ABATEMENT OF SUCH LITIGATION AND ENFORCEMENT OF ARBITRATION.

However, an unsuccessful motion or action to stay an arbitration proceeding based on the position that it has been commenced after expiration of limitations shall not waive any Party's right to have the underlying Dispute resolved by arbitration. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator.

(A) Unless the Parties to the Dispute agree otherwise, all arbitration proceedings pursuant to Subsection 1.1(i)(2) shall be administered in accordance with the rules of the American Arbitration Association ("AAA"), applying the AAA rules, procedures, and protocols determined by the arbitrator to be most applicable to the nature of the Dispute, including, where applicable, the AAA's Home Construction Rules ("Home Construction Rules"). To the extent of any conflict between Subsection 1.1 and such rules or procedures, the provisions of Subsection 1.1 shall control. If for any reason the AAA is unable or unwilling to conduct the binding arbitration, either Party may petition a court of general jurisdiction in the subject county to appoint an arbitrator, and the filing of a petition requesting appointment of an arbitrator, or for a court to resolve a dispute concerning this provision, shall not constitute a waiver of the right to enforce binding arbitration.

(B) Homeowner will pay the lesser of either (a) up to \$375 or (b) the amount required under the Home Construction Rules fee schedule to initiate arbitration; Fisher Lane will pay all remaining filing fees. In no Dispute will Homeowner be required to pay more in filing fees, case service fees, arbitrator compensation, or other similar type fees for an arbitration proceeding conducted by a single arbitrator than the lesser of either (a) the amount payable by "Homeowner" under the Home Construction Rules fee schedule or (b) \$750.

Fisher Lane shall pay all other arbitrator compensation, expenses and fees of arbitration for an arbitration conducted by a single arbitrator.

(C) Arbitration shall be conducted by a single arbitrator; however, a Party may request a panel of 3 arbitrators within 14 days of receiving notice of the initiation of an arbitration proceeding. The Party requesting a panel of 3 arbitrators shall pay the entire cost associated with the additional arbitrators. In any Dispute subject to this Subsection 1.1, the Parties agree the arbitrator(s) may not consolidate the claims of Homeowner (or Parties with claims by, though, under or derivative of Homeowner) with claims of others and may not otherwise preside over any form of a representative or class proceeding unless required by law. In any case involving multiple Parties or consolidated claims, any Party may require that a panel of 3 arbitrators

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decide the case, including all preliminary and procedural issues. The Party making the request for additional arbitrators agrees to pay the entire cost associated with additional arbitrators.

(D) Any arbitrator must have at least five (5) years of experience serving as an arbitrator or mediator and shall have technical expertise and knowledge appropriate to the subject matter of the Dispute. All mediation and arbitration fees and expenses are subject to being awarded by the arbitrator to the prevailing party, to the same extent that court costs may be awarded under applicable law.

(E) The arbitration award or decision is final and may be confirmed, entered and enforced as a judgment in a court having jurisdiction, subject to appeal only in the event of the arbitrator's manifest disregard of the law, no evidence to support the award, or such other grounds for appeal of arbitration awards that exist by statute, common law, regulation, or the applicable rules of the administrator.

(F) Any arbitration shall be administered by the office of the administrator that is closest to the Home, and the arbitration proceedings shall be conducted in the locale where the Home is located.

(G) In any arbitration proceeding, all provisions and limitations of this Warranty or the Earnest Money Contract executed by the original Homeowner shall be given full force and effect. In addition, applicable Federal and State law (including Chapter 27 of the Texas Property Code) shall apply; all applicable claims, causes of action, remedies and defenses as available in court shall apply as defined or limited in this Warranty or the Earnest Money Contract executed by the original Homeowner; the Parties shall be entitled to conduct reasonable and necessary discovery as agreed to by the Parties or as allowed by the AAA; the arbitrator shall render a written award and, if requested by any party, a reasoned award; the Homeowner shall not be required to pay any unreasonable costs, expenses or arbitrator's fees and the arbitrator shall have the right to apportion the cost of any such items in an equitable manner in the arbitration award; and any award rendered in the proceeding shall be final and binding and judgment upon any such award may be entered in any court having jurisdiction. Except as may be required by law, neither a Party nor an arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

(3) TRIAL TO THE COURT WITHOUT A JURY. IF MANDATORY ARBITRATION UNDER SUBSECTION 1.1(i) IS NOT ENFORCED, THE PARTIES AGREE THAT ANY DISPUTE BETWEEN THEM SHALL BE RESOLVED BY A COURT OF COMPETENT JURISDICTION IN THE COUNTY WHERE THE HOME IS LOCATED WITHOUT THE USE OF A JURY. HOMEOWNER ACKNOWLEDGES THAT THE RIGHT TO A TRIAL BY JURY IS A CONSTITUTIONAL RIGHT THAT MAY BE KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY WAIVED BY HOMEOWNER. HOMEOWNER VOLUNTARILY, KNOWINGLY AND INTELLIGENTLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT HOMEOWNER HAS TO SEEK A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING DIRECTLY OR INDIRECTLY OUT OF, OR IN ANY WAY RELATED TO, A DISPUTE. HOMEOWNER ACKNOWLEDGES AND FULLY UNDERSTANDS THAT THE EFFECT AND CONSEQUENCES OF THIS WAIVER WILL PREVENT HOMEOWNER FROM HAVING THE ABILITY TO HAVE A JURY HEAR AND DECIDE ANY

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LEGAL OR FACTUAL DISPUTES AND PROCEEDINGS ARISING DIRECTLY OR INDIRECTLY OUT OF, OR IN ANY WAY RELATED TO, A DISPUTE. As valuable consideration for Homeowner's promises in this Paragraph, as well as all other valuable consideration that is provided for in this Warranty, Fisher Lane reciprocally agrees to unconditionally waive its rights, to the fullest extent permitted by applicable law, to have a trial by jury in any legal proceeding arising directly or indirectly out of, or in any way related to a Dispute. In any Dispute subject to this Paragraph, the Parties agree not to request a court to consolidate the claims of Homeowner (or Parties with claims by, through, under or derivative of Homeowner) with claims of others or otherwise preside over any form of a representative or class proceeding. In the event of litigation, this Warranty may be filed by either Homeowner or Fisher Lane as a written consent to trial by the court.

(4) The waiver or invalidity of any portion of Subsection 1.1(i) shall not affect the validity or enforceability of the remaining portions of Subsection 1.1(i) and/or this Warranty. Homeowner and Fisher Lane further agree (a) that any Dispute involving Fisher Lane's directors, members, managers, officers, partners, employees and agents shall be resolved as set forth herein; and (b) that Fisher Lane shall have the option to include its subcontractors, suppliers, manufacturers, and vendors, or the developer, as Parties in the alternative dispute resolution procedures set forth in this Warranty.

(j) Attorney's Fees. Any Party who is the prevailing party in any proceeding arising out of or related to this Warranty or in any related transaction(s) shall be entitled to recover reasonable attorneys' fees, expenses (including expert witness fees), mediation costs, arbitration costs and court costs from the non-prevailing Party. A Party will be the prevailing Party for purposes of this Subsection only if the Party recovers all relief sought.

(k) LIMITATIONS; NO SPECIFIC PERFORMANCE FOR HOMEOWNER; FISHER LANE'S OPTION TO INVOKE REMEDY.

(1) Any action or claim, regardless of form, which arises from or relates to this Warranty, the Home or the property, or the dealings between Homeowner and Fisher Lane, is barred unless it is brought by Homeowner or Fisher Lane not later than two (2) years from the date the cause of action accrues. The Parties agree that it shall be presumed that any such action accrued on the Closing Date to the original Homeowner unless proven otherwise. The Parties expressly waive any limitations periods longer than two (2) years. The Parties agree and understand that, to the extent allowed by law, any damages that Homeowner may recover from Fisher Lane are strictly limited to the damages allowed under the Texas Residential Construction Liability Act. Under no circumstances shall either Party be liable for any special, indirect, consequential damages or mental anguish, unless specifically authorized elsewhere in this Warranty, and in no event shall Fisher Lane be liable to Homeowner on account of any damages arising from Force Majeure or acts of God.

(2) HOMEOWNER SHALL NOT BE ENTITLED TO, AND WAIVES, DISCLAIMS AND RELINQUISHES, ANY AND ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES,

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CLAIMS OF MENTAL ANGUISH, OR INCREASED COSTS DUE TO FLUCTUATION IN MARKET CONDITIONS, WHETHER OR NOT HOMEOWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(3) Fisher Lanes' Rescission Option. At any time after the initiation of a Dispute after closing, Fisher Lane may elect, in its sole discretion, rescission as the sole remedy for resolution of a Dispute, by delivering written notice to Homeowner, or Homeowner's agent or attorney, stating Fisher Lane intent to exercise this option (the "Option Notice"). If rescission is awarded or elected by Fisher Lane, closing shall be scheduled at the title company or law office selected by Fisher Lane within sixty (60) days either after an award or judgment is final or after tender of the Option Notice, unless such time is extended due to the Title Company's request for additional time to close, the existence of title objections by Fisher Lane, or by agreement of the Parties. At closing, Fisher Lane shall tender a refund of the Purchase Price by the Homeowner, plus reimbursement for any expenses incurred by Homeowner for other improvements to the Home (the "Rescission Price"), and Homeowner shall execute and deliver a general warranty deed and any other documents necessary to convey the Home and property free and clear of any liens, mortgages, or other encumbrances to Fisher Lane. Taxes, insurance and other assessments against the Home shall be prorated as of the closing; Fisher Lane shall pay all other closing costs, plus reasonable local moving expenses incurred by Homeowner. The Rescission Price shall be applied first to payment of any outstanding liens, mortgages or other encumbrances against the Home, and the balance, if any, paid to Homeowner. Notwithstanding any provision in this Warranty to the contrary, Fisher Lane shall have the right to sue for specific performance of the rescission option exercised under an Option Notice. Rescission under this provision shall extinguish any and all other claims that either Party may have against each other. Rescission shall not be a remedy for Homeowner to pursue or elect under any circumstance or in any forum.

(4) Fisher Lanes' Repurchase Option. Notwithstanding, and without waiving, the provisions of Subsection 1.1(k)(3), in any Dispute subject to Chapter 27 of the Texas Property Code, the Parties agree Fisher Lane shall have the right, in its sole discretion, to elect, as an alternative to the damages specified in Section 27.004(g) of the Texas Property Code, to purchase the Home pursuant to the Conditional Sale to Builder provisions set forth in Section 27.0042 of the Texas Property Code if the reasonable costs of repairs necessary to repair construction defect(s) that are the responsibility of Fisher Lane exceed twenty percent (20%) of the current fair market value of the residence as determined without reference to the construction defect(s). If Fisher Lane so elects to purchase the Home, Fisher Lane shall pay the original Purchase Price of the Home and closing costs incurred by Homeowner and the cost of transferring title to Fisher Lane under such election of remedy. Additionally, the Homeowner may recover reasonable and necessary attorney's fees and expert fees as identified in Section 27.004(g) of the Texas Property Code, reimbursement for permanent improvements made to the residence after the Homeowner closed on the purchase of the Home from Fisher Lane and Homeowner's reasonable costs to move from the residence. Conditioned on payment of the Purchase Price,

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Fisher Lane Builders, LLC

PO Box 70709

Houston, Texas 77270

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Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

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the Homeowner shall tender a special warranty deed to Fisher Lane, free and clear of all liens and claims to liens as of the date title is transferred to Fisher Lane and without damage caused by the Homeowner.

§ 1.2. Limited Warranties

(a) Warranty periods. The minimum warranty periods are:

(1) two (2) years from closing for workmanship and materials, plumbing, electrical, heating, and air conditioning delivery systems;

(2) ten (10) years from closing for Major Structural Components of the Home;

(3) ten (10) years from closing for the warranty of habitability or any item not described particularly in this Warranty;

(4) sixty (60) days for work performed under this Warranty; and

(5) thirty (30) days for most landscaping (See Section 4.100 for additional warranty periods).

(b) Manufactured Product Warranties. Fisher Lane will assign to the Homeowner, without recourse, the manufacturer's warranty for all Manufactured Products that are covered by a manufacturer's warranty. Any rights that inure to the Homeowner provided under a manufacturer's warranty are the obligation of the manufacturer. Fisher Lane does not assume any of the obligations of the manufacturer resulting from a manufacturer's warranty, but shall coordinate with the manufacturer, suppliers or agents to achieve compliance with the Performance Standard.

(c) Workmanship and Materials. Workmanship and materials are warranted to perform to the Performance Standards that are within this Warranty for the minimum period established in Subsection 1.2(a)(1), unless a greater period of warranty is agreed to in writing by Fisher Lane and the Homeowner.

(d) Delivery Systems Warranty and Performance Standards. Plumbing, electrical, heating and air conditioning delivery systems shall be warranted to perform to the Performance Standards that are set forth in this Warranty for the minimum period established in Subsection 1.2(a)(1), unless a greater period of warranty is agreed to in writing by Fisher Lane and the Homeowner.

(e) Major Structural Components Warranty and Performance Standards. Major Structural Components in residential construction and residential improvements shall be warranted to perform to the Performance Standards set forth in this Warranty for the minimum period established in Subsection 1.2(a)(2), unless a greater period of warranty is agreed to in writing by Fisher Lane and the Homeowner.

(f) Warranty of Habitability.

(1) All residential construction shall include a warranty of habitability for the minimum period established in Subsection 1.2(a)(3) (unless a greater period of warranty is agreed to by the Parties). In the event a different minimum period is established by the State of Texas, the minimum period established by the State of Texas shall control and the warranty of habitability in this Warranty shall be construed accordingly.

(2) The warranty of habitability is a Fisher Lanes' obligation to construct a Home or a Home improvement that:

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Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

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(A) is in compliance with the Performance Standards; and

(B) is safe, sanitary and fit for humans to inhabit.

(3) An alleged construction defect under the warranty of habitability must have a direct Adverse Effect on the Habitable Areas of the Home. The warranty applies to an alleged construction defect that would otherwise have been covered by the limited warranties of Subsection 1.2(a)(1) but arose after the termination of the warranty period, and the alleged construction defect must not have been discoverable by a reasonable prudent inspection or examination of the Home within the applicable warranty periods.

(g) Effective Date of Warranties. Unless otherwise provided by a written agreement between Fisher Lane and the Homeowner or by a manufacturer, a warranty period as described in this Section for a new Home begins on the closing date, i.e., date of transfer of title from Fisher Lane to the original Homeowner.

(h) Exclusive Warranties.

(1) To the extent allowed by law, the warranties set forth in this Warranty supersede all implied warranties for new residential construction or residential improvements.

(2) The warranties set forth in this Warranty are the only warranties applicable to the Home unless a particular warranty is created by a statute that expressly refers to residential construction or residential improvements.

(i) Limited Warranty for Repairs Performed Under this Warranty.

(1) Workmanship and materials provided at the Home pursuant to this Warranty shall carry a sixty-day express warranty ("Additional Warranty – Repairs"). The Additional Warranty-Repairs shall expire at the end of sixty (60) days from the completion of the repairs, as determined by Fisher Lane, and except for any applicable time periods for warranty coverage, the terms and conditions governing this Additional Warranty-Repairs shall be the same as the terms and conditions of this Warranty.

(2) HOMEOWNER AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW, THAT THE ADDITIONAL WARRANTY- REPAIRS IS A SUBSTITUTE FOR ANY IMPLIED WARRANTIES, AND HOMEOWNER AGREES TO RELY ON THE ADDITIONAL WARRANTY-REPAIRS TO THE EXCLUSION OF ALL OTHER WARRANTIES WITH RESPECT TO THE REPAIRS PERFORMED UNDER THE FISHER LANE EXPRESS LIMITED WARRANTY. EXCEPT FOR THE ADDITIONAL WARRANTY-REPAIRS, HOMEOWNER ACKNOWLEDGES THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, FISHER LANE DISCLAIMS AND HOMEOWNERS WAIVES ANY OTHER WARRANTIES WHATSOEVER WITH RESPECT TO THE REPAIRS PERFORMED UNDER THE FISHER LANE EXPRESS LIMITED WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE CONSTRUCTION, HABITABILITY, GOOD AND WORKMANLIKE PERFORMANCE OF REPAIRS OR OTHER SERVICES, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, DESIGN, OR PRESENT OR FUTURE VALUE.

§ 2.10. Non-Structural Performance Standards for Foundations and Slabs

(a) Performance Standards for Raised Floor Foundations or Crawl Spaces.

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832-236-5191

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(1) A crawl space shall be graded and drain properly to prevent surface run-off from accumulating deeper than two inches in areas 36 inches or larger in diameter. Exterior drainage around a perimeter crawl space wall shall not allow water to accumulate within three feet of the foundation for more than 24 hours after a rain except in a sump that drains other areas.

(A) If the crawl space is not graded or does not drain in accordance with the Performance Standard stated in Subsection 2.10(a)(1), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(B) The Homeowner shall not modify, improperly, the existing grade or allow water from an irrigation system to accumulate Excessively under the raised floor foundation or crawl spaces. The Homeowner shall not allow landscape plantings to interfere with proper drainage away from the foundation. The Homeowner shall not use the crawl space for storage of any kind.

(2) Water shall not enter through the basement or crawl space wall or seep through the basement floor.

(A) If water enters the basement or crawl space wall or seeps through the basement floor, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in Subsection 2.10(a)(2).

(B) The Homeowner shall not modify, improperly, the existing grade or allow water from an irrigation system to accumulate Excessively near the foundation. The Homeowner shall not allow landscape plantings to interfere with proper drainage away from the foundation.

(b) Performance Standards for Concrete Slab Foundations, excluding Finished Concrete Floors and Stem Walls.

(1) Concrete floor slabs in living spaces that are not otherwise designed with a slope for drainage, such as a laundry room, shall not have Excessive pits, depressions or unevenness equal to or exceeding 3/8 of an inch in any 32 inches and shall not have separations or cracks that equal or exceed 1/8 of an inch in width or 1/16 of an inch in vertical displacement. If a concrete floor slab in a living space fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within that Performance Standard.

(2) Concrete slabs shall not have protruding objects, such as a nail, rebar or wire mesh. If a concrete slab has a protruding object, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Paragraph.

(3) A separation in an expansion joint in a concrete slab shall not equal or exceed 1/4 of an inch vertically or one inch horizontally from an adjoining section. If an expansion joint in a concrete slab fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(c) Performance Standards for Exterior Concrete including Patios, Driveways, Stairs or Walkways.

(1) Concrete corners or edges shall not be damaged Excessively due to construction activities. If a concrete corner or edge is damaged Excessively, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Paragraph.

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Fisherlaneteam@yahoo.com

832-236-5191

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(2) A crack in exterior concrete shall not cause vertical displacement equal to or in excess of 1/4 of an inch or horizontal separation equal to or in excess of 1/4 of an inch.

(A) If an exterior concrete slab is cracked, separated or displaced beyond the Performance Standard of performance stated in Subsection 2.10(c)(2), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(B) The Homeowner shall not over-water surrounding soil or allow the surrounding soil to become Excessively dry. The Homeowner shall not allow heavy equipment or oversized/commercial vehicles to be placed on the concrete.

(3) Unless otherwise designed, the finish on exterior concrete shall not be Excessively smooth, so that the surface becomes slippery.

(A) Unless designed otherwise, if the finish on exterior concrete is Excessively smooth so that the surface becomes slippery, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated Subsection 2.10(c)(3).

(B) A concrete surface that has been designed to be smooth is excepted from this Performance Standard.

(4) Exterior concrete shall not contain a protruding object, such as a nail, rebar or wire mesh. If an exterior concrete surface has a protruding object, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Paragraph.

(5) A separation in an expansion joint in exterior concrete shall not equal or exceed 1/2 of an inch vertically from an adjoining section or one inch horizontally, including joint material. If an expansion joint fails to perform in accordance with the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(6) A separation in a control joint shall not equal or exceed 1/4 of an inch vertically or 1/2 of an inch horizontally from an adjoining section. If a control joint fails to perform in accordance with the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(7) Concrete stair steepness and dimensions, such as tread width, riser height, landing size and stairway width shall comply with the Code. If the steepness and dimensions of concrete stairs do not comply with the Code, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard for Code compliance.

(8) Handrails shall remain securely attached to concrete stairs. If handrails are not firmly attached to the concrete stairs, Fisher Lane shall take such steps necessary to attach the rails securely.

(9) Concrete stairs or stoops shall not settle or heave in an amount equal to or in excess of 3/8 of an inch. Concrete stairs or stoops shall not separate from the Home in an amount equal to or exceeding one inch, including joint material. If the stairs or stoops settle or heave or separate from the Home in an amount equal to or exceeding the Performance Standard stated in this

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(10) A driveway will not have a negative slope unless due to site conditions, such as a lot that is below the road. If a driveway has a negative slope due to site conditions, it shall have swales or drains installed to prevent water from entering the garage under normal weather conditions. If a driveway has a negative slope that allows water to enter the garage under normal weather conditions and does not meet the Performance Standards stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(11) Concrete floor slabs in garages, carports or porte-cocheres shall not have Excessive pits, depressions, deterioration or unevenness. Separations or cracks in these slabs shall not equal or exceed 3/16 of an inch in width, except at expansion joints, or 1/8 of an inch in vertical displacement. If a concrete floor slab in a garage, carport or porte-cochere does not meet the Performance Standards stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(12) Plaster adhesive over concrete slab underpinning shall not flake off more than one square foot in one spot within 36 square inches or more than 3 feet over the entire surface of the Home.

§ 2.11. Non-Structural Performance Standards for Framing

(a) Building and Performance Standard for Walls.

(1) Walls shall not bow or have depressions that equal or exceed 1/4 of an inch out of line within any 32-inch horizontal measurement as measured from the center of the bow or depression or 1/2 of an inch within any eight-foot vertical measurement. If a wall does not meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) Walls shall be level, plumb and square to all adjoining openings or other walls within 3/8 of an inch in any 32-inch measurement. If a wall does not meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(3) A crack in a beam or a post shall not equal or exceed 1/2 of an inch in width at any point along the length of the crack. If a crack in the beam or post fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(4) A non-structural post or beam shall not have a warp or twist that equals or exceeds one inch in eight feet of length. Warping or twisting shall not damage beam pocket. If a non-structural post or beam fails to meet the Performance Standards stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(5) Exterior sheathing shall not delaminate or swell.

(A) If exterior sheathing delaminates or swells, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in Subsection

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Fisher Lane Builders, LLC

PO Box 70709

Houston, Texas 77270

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

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2.11(a)(5).

(B) The Homeowner shall not make penetrations in the exterior finish of a wall that allow moisture to come in contact with the sheathing.

(6) An exterior moisture barrier shall not allow accumulation of moisture inside the barrier.

(A) If an exterior moisture barrier allows accumulation of moisture inside the barrier, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in Subsection 2.11(a)(6).

(B) The Homeowner shall not make penetrations through the exterior moisture barrier that permit the introduction of moisture inside the barrier.

(b) Performance Standards for Ceilings. A ceiling shall not bow or have depressions that equal or exceed 1/2 of an inch out of line within a 32-inch measurement as measured from the center of the bow or depression running parallel with a ceiling joist. If a ceiling has a bow or depression that is greater than the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(c) Performance Standards for Sub-Floors.

(1) Under normal residential use, the floor shall not make Excessive squeaking or popping sounds. If the floor makes Excessive squeaking or popping sounds under normal residential use, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Paragraph.

(2) Sub-floors shall not delaminate or swell to the extent that it causes observable physical damage to the floor covering or visually affects the appearance of the floor covering. Exposed structural flooring, where the structural flooring is used as the finished flooring, is excluded from the Performance Standard stated in this Paragraph. If a sub-floor delaminates or swells to the extent that it affects the floor covering as stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(3) Sub-flooring shall not have Excessive humps, ridges, depressions or slope within any room that equals or exceeds 1/2 of an inch in any 32-inch direction. If the sub-flooring fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(d) Performance Standards for Stairs.

(1) Stair steepness and dimensions such as tread width, riser height, landing size and stairway width, shall comply with the Code. If stair steepness and dimensions do not comply with the Code, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Paragraph.

(2) Under normal residential use, stairs shall not make Excessive squeaking or popping sounds. If stairs make Excessive squeaking or popping sounds under normal residential use, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Paragraph.

§ 2.12. Performance Standards for Drywall

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Fisher Lane Builders, LLC

PO Box 70709

Houston, Texas 77270

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

(a) A drywall surface shall not have a bow or depression that equals or exceeds 1/4 of an inch out of line within any 32-inch horizontal measurement as measured from the center of the bow or depression or 1/2 of an inch within any eight-foot vertical measurement. If a drywall surface fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(b) A ceiling made of drywall shall not have bows or depressions that equal or exceed 1/2 of an inch out of line within a 32-inch measurement as measured from the center of the bow or depression running parallel with a ceiling joist or within 1/2 of an inch deviation from the plane of the ceiling within any eight-foot measurement. If a drywall ceiling fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(c) A drywall surface shall not have a crack that equals or exceeds 1/32 of an inch in width at any point along the length of the crack. If a drywall surface has a crack that exceeds the Performance Standard in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(d) Crowning occurs when a drywall joint is higher than the plane of the drywall board on each side. Crowning at a drywall joint shall not equal or exceed 1/4 of an inch within a twelve-inch measurement centered over the drywall joint. If crowning at a drywall joint exceeds the Performance Standards stated in this subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(e) A drywall surface shall not have blisters, cracked corner beads, seam lines, excess joint compound or trowel marks that are visible from a distance of six feet or more in normal light. If a drywall surface fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(f) A drywall surface shall not be so out of level (horizontal), out of plumb (vertical) or out of square (perpendicular at a 90-degree angle) such that variations in those measurements to wall or surface edges at any opening, corner, sill, shelf, etc., equal or exceed 3/8 of an inch in any 32-inch measurement along the wall or surface. If a drywall surface fails to meet the Performance Standard stated in Subsection 2.12(f), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(g) Nails or screws shall not be visible in a drywall surface from a distance of 6 feet under normal lighting conditions. If nails or screws fail to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

§ 2.13. Performance Standards for Insulation

(a) Insulation shall be installed in the walls, ceilings and floors of a Home in accordance with the building plan and specifications and the Code. If the insulation in walls, ceilings or floors is not in accordance with the building plans and specifications and the Code, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Subsection.

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PO Box 70709

Houston, Texas 77270

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

(b) Blown insulation in the attic shall not displace or settle so that it reduces the R-value below manufacturer's specifications, the building plans and the Code. If blown insulation in the attic reduces, settles or is displaced to the extent that the R-value is below the manufacturer's specifications, the building plans and Code, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Subsection.

(c) A gap equal to or in excess of 1/4 of an inch between insulation batts or a gap between insulation batts and wall framing members is not permitted. If a gap equal to or greater than 1/4 of an inch occurs between insulation batts or a gap occurs between an insulation batt and a wall framing member, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Subsection.

(d) Insulation shall not cover or block a soffit vent to the extent that it blocks the flow of air in a baffled area. If insulation covers or blocks the flow of air in a baffled area, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Subsection. Spray foam insulation may cover or block vents.

§ 2.14. Performance Standards for Exterior Siding and Trim

(a) Performance Standards for Exterior Siding.

(1) Exterior siding shall be equally spaced and properly aligned. Horizontal siding shall not equal or exceed 1/2 of an inch off parallel with the bottom course or 1/4 of an inch off parallel with the adjacent course from corner to corner. If siding fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is reasonable to bring the variance within the Performance Standard.

(2) Siding shall not gap or bow. A siding end joint shall not have a gap that leaks or that equals or exceeds 1/4 of an inch in width. A bow in siding shall not equal or exceed 1/2 of an inch out of line in a 32-inch measurement. If siding has gaps or bows that exceed the Performance Standards stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(3) Nails shall not protrude from the finished surface of siding. In accordance with manufacturer's specifications, nail heads may be visible on some products. If a nail protrudes from the finished surface of siding, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Paragraph.

(4) Siding shall not have a nail stain. If siding has a nail stain, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Paragraph.

(5) Siding and siding knots shall not become loose or fall off. If siding or siding knots become loose or fall off, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Paragraph.

(6) Siding shall not delaminate. If siding fails to comply with the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(7) Siding shall not cup in an amount equal to or exceeding 1/4 of an inch within any six-foot horizontal measurement. If siding fails to comply with the Performance Standard stated in this

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Fisher Lane Builders, LLC

PO Box 70709

Houston, Texas 77270

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(8) Siding shall not have cracks or splits that equal or exceed 1/8 of an inch in width. If siding fails to comply with the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(b) Performance Standards for Exterior Trim.

(1) A joint between two trim pieces shall not have a separation that leaks or exceeds 1/4 of an inch in width. All trim joints shall be caulked. If there is a separation at a trim joint that fails to comply with the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) Exterior trim and eave block shall not warp in an amount equal to or in excess of 1/2 of an inch in an eight-foot horizontal measurement. If exterior trim or eave block warps in excess of the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(3) Exterior trim and eave block shall not cup in an amount equal to or in excess of a 1/4 of an inch in a six-foot run. If exterior trim or eave block cups in excess of the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(4) Exterior trim and eave block shall not have cracks or splits equal to or in excess of 1/8 of an inch in average width. If exterior trim or eave block has cracks in excess of the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(5) Trim shall not have nails that completely protrude through the finished surface of the trim, but nail heads may be visible on some products.

(A) If a nail protrudes from the finished surface of the trim, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in Subsection 2.14(b)(5).

(B) Some products specify that the nails be flush with the trim surface. When these products are used, visible nail heads are not considered protruding nails as long as they are painted over.

(6) Trim shall not have a nail stain. If trim has a nail stain, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Paragraph.

§ 2.15. Performance Standards for Masonry including Brick, Block and Stone

(a) A masonry wall shall not bow in an amount equal to or in excess of one inch when measured from the base to the top of the wall.

(1) If a masonry wall fails to meet the Performance Standard stated in Subsection 2.15(a), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) The Performance Standard set forth in Subsection 2.15(a) does not apply to solid bricks or natural stone products.

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PO Box 70709

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Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

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(b) A masonry unit or mortar shall not be broken or loose. If a masonry unit or mortar fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(c) A masonry mortar crack shall not equal or exceed 1/4 of an inch in width. If a crack in masonry mortar fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(d) A masonry unit or mortar shall not deteriorate Excessively.

(1) If a masonry unit or mortar fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) Fisher Lane shall not be responsible for repairing cracks in a masonry unit or mortar caused by the Homeowner's actions, including the attachment of devices to masonry unit or mortar, such as, but not limited to, patio covers, plant holders, awnings and hose racks.

(e) Masonry shall not have Excessive dirt, stains or debris on the surface due to construction activities. If masonry fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(f) A gap between masonry and adjacent material shall not equal or exceed 1/4 of an inch in average width.

(1) If a gap between masonry and adjacent material fails to meet the Performance Standards stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) This Performance Standard shall not apply to expansion joints.

(g) Mortar shall not obstruct a functional opening, such as a vent, weep hole or plumbing cleanout.

(1) If the mortar obstructs a functional opening, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Subsection.

(2) The Homeowner shall not put any material into weep holes. Weep holes are an integral part of the wall drainage system and must remain unobstructed.

(3) Weep holes shall be clear at least every 30".

§ 2.16. Performance Standards for Stucco

(a) Stucco surfaces shall not be Excessively bowed, uneven, or wavy.

(1) If a stucco surface fails to perform as stated in Subsection 2.16(a), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) This Performance Standard shall not apply to decorative finishes.

(b) Stucco shall not be broken or loose. If stucco is broken or loose, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Subsection.

(c) Stucco shall not have cracks that equal or exceed 1/8 of an inch in width at any point along the length of the crack.

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Fisher Lane Builders, LLC

PO Box 70709

Houston, Texas 77270

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

(1) If stucco fails to perform as stated in subsection 2.16(c), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) Fisher Lane shall not be responsible for repairing cracks in stucco caused by the Homeowner's actions, including, but not limited to the attachment of devices to the stucco surface, such as, but not limited to, patio covers, plant holders, awnings and hose racks.

(d) Stucco shall not deteriorate Excessively.

(1) If stucco deteriorates Excessively, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) The Homeowner shall not allow water from irrigation systems to contact stucco finishes Excessively.

(3) Fisher Lane shall not be responsible for repairing stucco that deteriorates Excessively due to act or omissions of the Homeowner, including, but not limited to the attachment of devices to the stucco surface, such as, but not limited to, patio covers, plant holders, awnings and hose racks.

(e) Stucco shall not have dirt, stain or debris on surfaces due to construction activities. If stucco fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(f) Stucco surfaces shall not have imperfections that are visible from a distance of six feet under normal lighting conditions that disrupt the overall uniformity of the finished pattern. If stucco fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(g) The lath shall not be exposed. If the lath is exposed, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Subsection.

(h) A separation between stucco joints shall not equal or exceed 1/16 of an inch in width. If a separation between stucco joints occurs in excess of the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(i) A separation between a stucco surface and adjacent material shall not equal or exceed 1/4 of an inch in width. If a separation occurs between a stucco surface and adjacent material in excess of the Performance Standard stated in this Subsection or if such a separation is not caulked, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(j) Stucco shall not obstruct a functional opening, such as a vent, weep hole or plumbing cleanout. If stucco obstructs a functional opening, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Subsection.

(k) Stucco screed shall have a minimum clearance of at least 4 inches above the soil or landscape surface and at least 2 inches above any paved surface. If stucco screed clearance does not meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

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Fisher Lane Builders, LLC

PO Box 70709

Houston, Texas 77270

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

§ 2.17. Performance Standards for Roofs

(a) Flashing shall prevent water penetration.

(1) If the flashing fails to meet the Performance Standard stated in Subsection 2.17(a), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) Fisher Lane shall not be responsible for leaks caused by Extreme Weather Conditions.

(b) The roof shall not leak.

(1) If the roof fails to meet the Performance Standard stated in Subsection 2.17(b), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) Fisher Lane shall not be responsible for leaks caused by Extreme Weather Conditions.

(3) The Homeowner shall perform periodic maintenance to prevent leaks due to build-up of debris, snow or ice. The Homeowner shall take such action as is necessary to prevent downspouts and gutters from becoming clogged.

(c) A vent, louver or other installed attic opening shall not leak.

(1) If a vent, louver or other installed attic opening fails to meet the Performance Standard stated in Subsection, 2.17(c), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) Fisher Lane shall not be responsible for leaks caused by Extreme Weather Conditions.

(d) A gutter or downspout shall not leak or retain standing water. After cessation of rainfall, standing water in an unobstructed gutter shall not equal or exceed 1/2 of an inch in depth.

(1) If a gutter or downspout fails to meet the Performance Standard in Subsection 2.18(d), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) Fisher Lane shall not be responsible for leaks caused by Extreme Weather Conditions.

(3) The Homeowner shall maintain and clean gutters and downspouts to prevent buildup of debris or other obstructions.

(e) Shingles, tiles, metal or other roofing materials shall not become loose or fall off in wind speeds less than those set forth in the manufacturer's specifications. If shingles, tiles, metal or other roofing materials fail to meet the Performance Standard in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(f) A skylight shall not leak. If a skylight fails to meet the Performance Standard in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(g) A roof tile shall not be cracked or broken. No shingle shall be broken so that it detracts from the overall appearance of the Home. If roof tiles or shingles fail to meet the Performance Standard in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(h) A pipe, vent, fireplace or other object designed to penetrate the roof shall not be located within the area of roof valley centerline without proper cricket, saddle or other Code-approved water diversion methods. If a pipe, vent, fireplace or other object designed to penetrate the

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Fisher Lane Builders, LLC

PO Box 70709

Houston, Texas 77270

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

roof is not correctly located as stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(i) The exterior moisture barrier of the roof shall not allow moisture penetration.

(1) If the exterior moisture barrier fails to meet the Performance Standard stated in Subsection 2.17(i), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) The Homeowner shall not make penetrations through the exterior moisture barrier of the roof.

§ 2.18. Performance Standards for Doors and Windows

(a) Performance Standards for Both Doors and Windows.

(1) When closed, a door or window shall not allow Excessive infiltration of air or dust. If a door or window fails to meet the Performance Standard stated in this Paragraph Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard excluding historic doors or windows.

(2) Glass in doors and windows shall not be broken due to improper installation or construction activities. If glass in a window or door is broken due to improper installation or construction activities, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(3) A screen in a door or window shall fit properly and shall not be torn or damaged due to construction activities. A screen shall not have a gap equal to or in excess of 1/4 of an inch between the screen frame and the window frame. If a screen in a door or window fails to meet the Performance Standards stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(4) There shall be no condensation between window and door panes in a sealed insulated glass unit.

(A) If a window or door fails to meet the Performance Standard stated in Subsection 2.18(a)(4), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(B) The Homeowner shall not apply a tinted window film or coating to window or door panes in sealed insulated glass units.

(5) A door or window latch or lock shall close securely and shall not be loose or rattle excluding historic doors or windows. If a door, window latch or lock fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(6) A door or window shall operate easily and smoothly and shall not require Excessive pressure when opening or closing. If a door or window fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

(7) A door or window shall be painted or stained according to the manufacturers' specifications excluding historic doors or windows. If a window or door fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(b) Performance Standards for Windows. A window shall not move more than two inches when put in an open position excluding historic windows. If a window fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(c) Performance Standards for Doors.

(1) A sliding door and door screen shall stay on track.

(A) If a sliding door or door screen fails to perform to the Performance Standard stated in Subsection 2.18(c)(1), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(B) The Homeowner shall clean and lubricate sliding door or door screen hardware as necessary.

(2) The spacing between an interior door bottom and original floor covering, except closet doors, shall not exceed 2 inches and shall be at least 1/2 of an inch. The spacing between an interior closet door bottom and original floor covering shall not exceed two inches and shall be at least 1/2 of an inch. If the spacing between a door bottom and the original floor covering does not meet the Performance Standards stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(3) A door shall not delaminate. If a door becomes delaminated, a Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Paragraph.

(4) A door panel shall not split so that light from the other side is visible. If a door panel fails to meet the Performance Standards stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(5) A door shall open and close without binding. If a door fails to perform in accordance with the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(6) A door shall not warp to the extent that it becomes inoperable. A warp in a door panel shall not equal or exceed 1/4 of an inch from original dimensions when measured vertically, horizontally or diagonally from corner to corner. If a door fails to perform in accordance with the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(7) A storm door shall open and close properly and shall fit properly. If a door fails to perform in accordance with the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(8) When an interior door is placed in an open position, it shall remain in the position it was placed, unless the movement is caused by airflow. If a door fails to perform in accordance with

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Fisher Lane Builders, LLC

PO Box 70709

Houston, Texas 77270

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(9) A metal door shall not be dented or scratched due to construction activities. If a metal door fails to comply with the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(d) Performance Standards for Garage Doors.

(1) A metal garage door shall not be dented or scratched due to construction activities. If a metal garage door fails to comply with the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) A garage door opener, if provided, shall operate properly in accordance with manufacturer's specifications.

(A) If a garage door opener fails to perform in accordance with the Performance Standard stated Subsection 2.18(d)(2), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(B) A Homeowner shall maintain tracks, rollers and chains and shall not block or bump sensors to electric garage door openers.

(3) A garage door shall not allow Excessive water to enter the garage and the gap around the garage door shall not equal or exceed 1/2 of an inch in width. If a garage door allows Excessive water to enter the garage or the gap around the garage door equals or exceeds 1/2 of an inch, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Paragraph.

(4) A garage door spring shall operate properly and shall not lose appreciable tension, break or be undersized. If a garage door spring fails to perform in accordance with the Performance Standards stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(5) A garage door shall remain in place at any open position, operate smoothly and not be off track. If a garage door fails to perform in accordance with the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

§ 2.19. Performance Standards for Interior Flooring

(a) Performance Standards for Carpet, Vinyl Flooring and Wood Flooring. Performance Standards for ceramic tile, flagstone, marble, granite, slate, quarry tile other hard surface floors, except finished concrete floors, are located in Section 1.20 of this Warranty.

(b) Performance Standards for Carpet.

(1) Carpet shall not wrinkle and shall remain tight, lay flat and be securely fastened. If the carpet fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) Carpet seams may be visible, but shall be smooth without gaps and not overlap. If the carpet

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

fails to meet the Performance Standards stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(3) Carpet shall not be stained or spotted due to construction activities. If the carpet fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(c) Performance Standards for Finished Concrete Flooring.

(1) A finished slab, located in a living space that is not otherwise designed for drainage, shall not have pits, depressions or unevenness that equal or exceed 3/8 of an inch in any 32 inch measurement.

(A) If a finished concrete slab in a living space fails to meet the Performance Standard stated in Subsection 2.19(c)(1), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(B) Finished concrete slabs in living spaces that are designed for drainage, such as a laundry room, are excepted from the Performance Standards stated in Subsection 2.19(c)(1).

(2) Finished concrete slabs in living spaces shall not have separations, including joints, and cracks that equal or exceed 1/8 of an inch in width or 1/16 of an inch in vertical displacement. If a finished concrete slab in a living space fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(d) Performance Standards for Wood Flooring.

(1) Wood flooring shall not have Excessive humps, depressions or unevenness that equal or exceed 3/8 of an inch in any 32-inch direction within any room except for historic portion of home. If wood flooring fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) Wood flooring shall remain securely attached to the foundation or sub-floor unless the wood flooring is designed to be installed without nails, glue, adhesives or fasteners. If wood flooring fails to meet the Performance Standards stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(3) Wood flooring shall not have open joints and separations that equal or exceed 1/8 of an inch in width.

(A) If wood flooring fails to meet the Performance Standards of Subsection 2.19(d)(3), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(B) These Performance Standards do not apply to non-hardwood species that contain greater moisture and may shrink after installation or structural floors that are designed to serve as the finished floor. If the floor is designed as a structural finish floor, Fisher Lane must provide a written explanation of the characteristics of that floor to the Homeowner.

(4) Strips of floorboards shall not cup in an amount that equal or exceed 1/16 of an inch in height in a three-inch distance when measured perpendicular to the length of the board.

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Fisher Lane Builders, LLC

PO Box 70709

Houston, Texas 77270

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

(A) If the wood flooring fails to meet the Performance Standard stated in Subsection 2.19(d)(4), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(B) This Performance Standard does not apply to non-hardwood species that typically shrink after installation or structural floors that are designed to serve as the finished floor. If the floor is designed as a structural finish floor, Fisher Lane must provide a written explanation of the characteristics of that floor to the Homeowner.

(5) Unless installed as a Specialty Feature, wood flooring shall not have Excessive shade changes or discoloration due to construction activities. If the wood floor fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(6) Unless installed as a Specialty Feature, wood flooring shall not be stained, spotted or scratched due to construction activities. If wood flooring fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(e) Performance Standards for Vinyl Flooring.

(1) Vinyl flooring shall be installed square to the most visible wall and shall not vary by 1/4 of an inch or more in any six-foot run. If the vinyl flooring fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) The seam alignment in vinyl flooring shall not vary such that the pattern is out of alignment in an amount that equals or exceeds 1/8 of an inch. If the vinyl flooring fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(3) Vinyl flooring shall remain securely attached to the foundation or sub-floor. If vinyl flooring fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(4) A vinyl floor shall not have a depression that equals or exceeds 1/2 of an inch in any six-foot run. If a vinyl floor has a depression that exceeds the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(5) A vinyl floor shall not have a ridge that equals or exceeds 1/2 of an inch when measured as provided in this paragraph. The ridge measurement shall be made by measuring the gap created when a six-foot straight edge is placed tightly three inches on each side of the defect and the gap is measured between the floor and the straight edge at the other end. If a vinyl floor has a ridge that fails to comply with the Performance Standard stated in this Paragraph and the ridge, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

(6) Vinyl floor shall not be discolored, stained or spotted due to construction activities. If a vinyl floor fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(7) Vinyl flooring shall not be scratched, gouged, cut or torn due to construction activities. If a vinyl floor fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(8) Debris, sub-floor seams, nails and/or screws shall not be detectable under the vinyl floor from a distance of three feet or more in normal light. If the vinyl flooring fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(9) Sub-flooring shall not cause vinyl flooring to rupture. If sub-flooring fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(10) A seam in vinyl flooring shall not have a separation that equals or exceeds 1/16 of an inch in width. Where dissimilar materials abut, there shall not be a gap equal to or greater than 1/8 of an inch. If vinyl flooring fails to meet the Performance Standards stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

§ 2.20. Performance Standards for Hard Surfaces, including Ceramic Tile, Flagstone, Marble, Granite, Slate, Quarry Tile, Finished Concrete or Other Hard Surfaces

(a) Performance Standards for Hard Surfaces Generally.

(1) A hard surface shall not break or crack due to construction activities. If a hard surface fails to perform in accordance with the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) A hard surface shall remain secured to the substrate. If a hard surface fails to perform in accordance with the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(3) A surface imperfection in floor hard surface shall not be visible from a distance of three feet or more when viewed in normal light due to construction activities. A surface imperfection in non-floor hard surface shall not be visible from a distance of two feet or more in normal light due to construction activities. If a hard surface fails to meet the Performance Standards stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(4) Color variations between field hard surfaces and trim hard surfaces shall not vary Excessively due to construction activities.

(A) If color variations between field hard surfaces and trim hard surfaces are Excessive and are due to construction activities, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in Subsection 2.20(a)(4).

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

(B) Natural products such as flagstone, marble, granite, slate and other quarry tile will have color variations, even when procured from the same location and are excepted from this Performance Standard.

(5) Hard surface areas shall not leak. If a hard surface area fails to perform in accordance with the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(6) Unless otherwise designed, the surfaces of two adjacent hard surfaces shall not vary in an amount equal to or exceeding 1/16 of an inch displacement at a joint, with the exception of transition trim pieces. If a joint between two hard surfaces fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(7) Hard surface layout or grout line shall not be Excessively irregular.

(A) If hard surface layouts or grout lines fail to meet the Performance Standard stated in Subsection 2.20(a)(7), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(B) Natural products such as flagstone, marble, granite, slate, and other quarry tile will have size variations that may create irregular layouts or grout lines and are excepted from this Performance Standard.

(C) Some Manufactured Products have Excessively irregular edges as a feature of the product that may create irregular layouts or grout lines. These are considered a Specialty Feature, see Subsection 1.1(e)(6) and are excepted from this Performance Standard.

(8) Hard surface countertops shall be level to within 1/4 of an inch in any six-foot measurement. If a hard surface countertop is not level to within the Performance Standards stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(9) Hard surface floors located in a living space that are not otherwise designed for drainage, shall not have pits, depressions, or unevenness that equals or exceeds 3/8 of an inch in any 32 inches.

(A) If a finished hard surface floor located in a living space fails to meet the Performance Standard stated in Subsection 2.20(a)(9), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(B) Finished hard surface floors located in living spaces that are designed for drainage, such as a laundry room, are excepted from the Performance Standards stated in Subsection 2.20(a)(9).

(b) Performance Standards for Grout.

(1) Grout shall not crack more than 1/32 of an inch. If grout fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) Grout shall not change shade or discolor Excessively due to construction activities. If grout fails to perform to the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

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Fisher Lane Builders, LLC

PO Box 70709

Houston, Texas 77270

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

(c) Performance Standards for Concrete Countertops.

(1) A concrete countertop shall not have Excessive pits, depressions, or unevenness that equal or exceed 1/8 of an inch in any 32-inch measurement. If a concrete countertop fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) A concrete countertop shall not have separations or cracks equal to or exceeding 1/16 of an inch in width or 1/64 of an inch in vertical displacement. If a concrete countertop fails to meet the Performance Standards stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(3) A finished concrete countertop shall not be stained, spotted or scratched due to construction activities. If a concrete countertop fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(4) A concrete countertop shall not have a chipped edge that extends beyond 1/16 of an inch from the edge of the countertop due to construction activities. If a concrete countertop fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(5) A concrete countertop shall not change shade or discolor Excessively due to construction activities. If a concrete countertop fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

§ 2.21. Performance Standards for Paint, Stain and Wall Coverings

(a) Performance Standards for Caulking. Interior caulking shall not deteriorate or crack Excessively. If the interior caulking fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(b) Performance Standards for Paint and Stain.

(1) Paint or stain shall not have Excessive color, shade or sheen variation.

(A) If the paint or stain fails to meet the Performance Standard stated in Subsection 2.21(b)(1), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(B) This Performance Standard shall not apply to stained woodwork.

(2) Paint shall cover all intended surfaces so that unpainted areas shall not show through the paint when viewed from a distance of six feet or more in normal light. If paint fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(3) Interior paint or stain shall not deteriorate Excessively. If paint or stain fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

Revised 2023, VW

Fisher Lane Builders, LLC

PO Box 70709

Houston, Texas 77270

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

(4) Exterior paint or stain shall not deteriorate Excessively. If paint or stain fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(5) Paint over-spray shall not exist on any surface for which it was not intended. If the paint is sprayed onto a surface for which it was not intended, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Paragraph.

(6) Interior varnish, polyurethane or lacquer finish shall not deteriorate Excessively. If an interior finish fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(7) Exterior varnish, polyurethane or lacquer finishes shall not deteriorate Excessively.

(A) If an exterior finish fails to meet the Performance Standard stated in Subsection 2.21(b)(7), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(B) Exterior varnish, polyurethane or lacquer finishes that are subject to direct sunlight are excluded from this Performance Standard.

(8) Interior painted, varnished or finished surface shall not be scratched, dented, nicked or gouged due to construction activities. If interior painted, varnished or finished surfaces fail to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(9) A paint product shall perform as represented by the manufacturer and to meet manufacturer's specifications for washability and/or scrubability. If the paint product fails to meet the Performance Standards stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(c) Performance Standards for Wall Coverings.

(1) A wall covering shall be properly secured to the wall surface and shall not peel or bubble. If a wall covering fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) Pattern repeats in wall coverings shall match. Wall coverings shall be installed square to the most visible wall. Pattern repeats shall not vary in an amount equal to or exceeding 1/4 of an inch in any six-foot run. If a wall covering fails to meet the Performance Standards stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(3) A wall covering seam shall not separate or gap. If a wall covering fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(4) Lumps or ridges in a wall covering shall not be detectable from a distance of six feet or more when viewed in normal light. If a wall covering fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

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Fisher Lane Builders, LLC

PO Box 70709

Houston, Texas 77270

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

(5) Wall coverings shall not be discolored, stained or spotted due to construction activities. If a wall covering fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(6) Wall coverings shall not be scratched, gouged, cut or torn due to construction activities. If a wall covering fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(7) Wall coverings shall perform as represented by the manufacturer and to meet manufacturer's specifications for washability and/or scrubability. If a wall covering fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

§ 2.22. Performance Standards for Interior Trim

(a) Performance Standards for Trim.

(1) An interior trim joint separation shall not equal or exceed 1/8 of an inch in width or shall not separate from adjacent surfaces equal to or in excess of 1/8 of an inch and all interior trim joints shall be painted, caulked and/or puttied as necessary. If an interior trim joint fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) Interior trim shall not have surface damage, such as scratches, chips, dents, gouges, splits, cracks, warping or cupping that is visible from a distance of six feet or more when viewed in normal light due to construction activities. If the interior trim fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(3) A hammer mark on trim shall not be visible from a distance of six feet or more when viewed in normal light. If the interior trim fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(4) A nail or nail hole in interior trim shall not be visible from a distance of six feet or more when viewed in normal light. If the interior trim fails to meet them Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(b) Performance Standards for Shelving. Shelving, rods and end supports shall be installed in accordance with the measurements stated in this Subsection. The length of a closet rod shall not be shorter than the Span between the end supports in an amount equal to or exceeding 1/4 of an inch and shall be supported by brackets no more than four feet apart. The length of a shelf shall not be shorter than the Span between by an amount equal to or exceeding 1/4 of an inch and shall be supported by brackets no more than four feet apart. End supports shall be securely mounted. If the closet rods, shelving or end supports fail to meet the Performance Standards stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

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Fisher Lane Builders, LLC

PO Box 70709

Houston, Texas 77270

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

(c) Performance Standard for Cabinet Doors. Cabinet doors shall open and close with reasonable ease. Cabinet doors shall be even and shall not warp more than 1/4 of an inch when measured from the face to the point of the furthestmost point of the door or drawer front when closed. Some warping, cupping, bowing or twisting is normally caused by surface temperature and humidity changes.

§ 2.23. Performance Standards for Mirrors, Interior Glass and Shower Doors

(a) A mirror, interior glass or shower door shall not be loose and shall be securely mounted or attached to the supporting surface. Fixtures, such as towel bars or door handles, shall be securely mounted. If a mirror, interior glass, shower door, fixture or component fails to meet the Performance Standards stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(b) A mirror, interior glass or shower door shall not be damaged due to construction activities. If a mirror, interior glass or shower door fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(c) A shower door shall not leak. If a shower door fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(d) Imperfections in a mirror or shower door shall not be visible from a distance of two feet or more when viewed in normal light. If a mirror or shower door fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(e) When opening and closing, a shower door shall operate easily and smoothly without requiring Excessive pressure. If a shower door fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

§ 2.24. Performance Standards for Hardware and Ironwork

(a) Performance Standards for Hardware.

(1) Hardware finishes shall not be tarnished, blemished, corroded or stained due to construction activities, unless the finish is installed as a Specialty Feature.

(A) If the hardware finish fails to meet the Performance Standard stated in Subsection 2.24(a)(1), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(B) Fisher Lane is not responsible for tarnished, blemished, or stained hardware finishes that have been damaged by factors that are beyond the manufacturer's or Fisher Lane's control such as the Homeowner's use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to outdoor elements such as salty air or humidity.

(2) Hardware shall function properly, without catching, binding or requiring Excessive force to operate. If hardware fails to meet the Performance Standard stated in this Paragraph, Fisher

Revised 2023, VW

Fisher Lane Builders, LLC

PO Box 70709

Houston, Texas 77270

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(3) Hardware shall not be scratched, chipped, cracked or dented due to construction activities. If hardware fails to meet the Performance Standards stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(4) Hardware shall be installed securely and shall not be loose.

(A) If hardware fails to meet the Performance Standards stated in Subsection 2.24(a)(4), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(B) The Homeowner shall not exert Excessive force on hardware.

(b) Performance Standards for Interior Ironwork.

(1) Interior ironwork shall not rust. If interior iron- work fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) Fisher Lane is not responsible for ironwork finishes that rust due to factors that are beyond the manufacturer's or Fisher Lanes' control such as the homeowner's use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to humidity.

§ 2.25. Performance Standards for Countertops and Backsplashes

(a) Performance Standards for Countertops and Backsplashes Generally.

(1) A countertop or backsplash shall be secured to substrate in accordance with the manufacturer's specifications. If countertop or backsplash materials are not secured to the substrate in accordance with the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) For non-laminate countertops and backsplashes, the joints between countertop surfaces, between the countertop surface and the backsplash or side-splash and between adjoining backsplash panels may be visible, but shall not separate. If joints between nonlaminated surfaces fail to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(3) Countertops shall be level to within 1/4 of an inch in any six-foot measurement. If a countertop surface fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(4) A countertop surface or edge shall not be damaged, broken, chipped or cracked due to construction activities. If a countertop surface or edge fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

(5) A countertop shall not bow or warp in an amount equal to or exceeding 1/16 of an inch per linear foot. If a countertop fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(6) Counter and vanity top material should not delaminate. If a countertop fails to meet the Performance Standard stated in this Paragraph, Fisher Lane will take such action as is necessary to bring the variance within the Performance Standard.

(b) Performance Standards for Laminate Countertops and Backsplashes.

(1) Laminate countertops and backsplashes shall not delaminate and shall remain securely attached to the substrate. Delamination is the separation of the finish surface veneer from the substrate material. If a countertop fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) A seam in a laminate countertop or backsplash may be visible but shall not be separated or displaced. If a laminate countertop or backsplash fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(3) A surface imperfection in a laminate countertop or a backsplash shall not be visible from a distance of three feet or more when viewed in normal light due to construction activities. If a laminate surface fails to meet the Performance Standards stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

§ 2.26. Performance Standards for Fireplaces

(a) A refractory panel shall not crack or separate.

(1) If a fireplace refractory panel fails to meet the Performance Standard stated in Subsection 2.26(a), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) The Homeowner shall not use synthetic logs or other materials not approved by the manufacturer.

(b) A fireplace door shall operate properly. Fireplace doors shall meet evenly and shall not be out of alignment from one another in an amount equal to or exceeding 1/8 of an inch in any direction. If a fireplace door fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(c) A fireplace shall not have a gas leak. If a fireplace has a gas leak, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Subsection.

(d) Gas logs shall be positioned in accordance with the manufacturer's specifications.

(1) If gas logs fail to meet the Performance Standard stated in Subsection 2.26(d), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

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Fisher Lane Builders, LLC

PO Box 70709

Houston, Texas 77270

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

(2) The Homeowner shall not incorrectly reposition or relocate the logs after original placement. The Homeowner shall not place the logs in a manner that does not allow the flame to flow through the logs in accordance with the manufacturer's specifications.

(e) A crack in masonry hearth or facing shall not be equal to or exceed 1/4 of an inch in width. If the masonry hearth or facing of the fireplace fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(f) A fireplace or chimney shall draw properly. If a fireplace or chimney fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(g) A firebox shall not have Excessive water infiltration under normal weather conditions. If a firebox fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(h) A fireplace fan shall not exceed the noise level established by the manufacturer's specifications. If a fireplace fan fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

§ 2.27. Performance Standards for Irrigation Systems

(a) An irrigation system shall not leak, break or clog due to construction activities. If an irrigation system fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(b) An irrigation system shall be installed such that sprinkler coverage shall be complete and water shall not spray an unintended area due to construction activities. If an irrigation system fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(c) The irrigation system control shall operate in accordance with manufacturer's specifications.

(1) If an irrigation system fails to operate in accordance with manufacturer's specifications, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in Subsection 2.27(c).

(2) Fisher Lane shall provide the Homeowner with instructions on the operation of the irrigation system at closing.

§ 2.28. Performance Standards for Fencing

(a) A fence shall not fall over and shall not lean in excess of two inches out of plumb due to construction activities. If the fencing fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(b) A wood fence board shall not be broken due to construction activities. Wood fence boards shall not become detached from the fence due to construction activities. If the fencing fails to

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

meet the Performance Standards stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(c) A masonry unit or mortar in a fence shall not be broken or loose. A crack in a masonry unit shall not occur. A crack in the mortar shall not equal or exceed 1/8 of an inch in width. If a masonry unit or mortar in a fence fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(d) A masonry wall shall have adequate weep holes in the lowest course as required by Code to allow seepage to pass through the wall. If a masonry retaining wall fails to meet the Performance Standards of this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

§ 2.29. Performance Standards for Yard Grading

(a) Yards shall have grades and swales that provide for proper drainage away from the Home in accordance with the Code or other governmental regulations.

(1) If the grades or swales fail to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) The Homeowner shall maintain the drainage pattern and protect the grading contours from erosion, blockage, over-saturation or any other changes. The possibility of standing water, not immediately adjacent to the foundation but in the yard, after prolonged or an unusually heavy rainfall event should be anticipated by the Homeowner.

(3) The Homeowner shall exercise careful consideration to the effect on drainage when installing sprinkler systems, swimming pools, decks, playground equipment or additional landscaping.

(4) The Homeowner is responsible for taking measures to prevent swimming pools or spas from interfering with the proper drainage of water away from the foundation.

(5) The Homeowner is responsible for proper maintenance of the sprinkler system. A leak in the system may negatively affect proper drainage or the foundation.

(b) Settling or sinking of soil shall not interfere with the drainage patterns of the lot or have a vertical depth of six inches or more. If the soil fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

§ 2.30. Performance Standards for Pest Control

(a) Eave returns, truss blocks, attic vents and roof vent openings shall not allow rodents, birds, and other similar pests into Home or attic space.

(1) If an eave return, truss block, attic vent or roof vent opening allows rodents, birds, and other similar pests into Home or attic space, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in Subsection 2.30(a).

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Fisher Lane Builders, LLC

PO Box 70709

Houston, Texas 77270

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

(2) Fisher Lane shall not be responsible for the entry of insects, bugs, bees, and other similar pests into the Home. In the event of an infestation, the Homeowner shall take such action as is necessary to prevent future entry.

§ 2.31. Performance Standards for Electrical Systems and Fixtures

(a) Excessive air infiltration shall not occur around electrical system components or fixtures. If electrical system components or fixtures fail to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(b) A fixture or trim plate shall not be chipped, cracked, dented or scratched due to construction activities. If a fixture or trim plate fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(c) A fixture or trim plate finish shall not be tarnished, blemished or stained due to construction activities. If a fixture or trim fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(d) A fixture, electrical box or trim plate shall be installed in accordance with the Code and shall be plumb and level. If a fixture, electrical box or trim plate fails to meet the Performance Standards stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(e) Fixtures, such as lights, fans and appliances shall operate properly when installed in accordance with the manufacturer's specifications. Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Subsection.

(f) A smoke detector shall operate according to the manufacturer's specifications and shall be installed in accordance with the Code. If a smoke detector fails to meet the Performance Standards stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(g) An exhaust fan shall operate within the manufacturer's specified noise level. If an exhaust fan fails to meet the Performance Standard stated in this Subsection, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

§ 2.32 Performance Standards for Electrical Delivery Systems.

(a) Electrical wiring installed inside the Home shall be installed in accordance with the Code and any other applicable electrical standards and shall function properly from the point of demarcation, as determined by the respective utility.

(1) If electrical wiring inside the Home is not functioning properly or is not installed in accordance with the Code and any other applicable electrical standards, Fisher Lane shall take such action as is necessary to bring the wiring to the Performance Standard required in Subsection 2.32(a).

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Fisher Lane Builders, LLC

PO Box 70709

Houston, Texas 77270

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

(2) Fisher Lane shall not be responsible for utility maintenance or improvements from the meter/demarcation point to the utility poles or the transformer.

(b) Electrical wiring shall be capable of carrying the designated load as set forth in the Code and any other applicable electrical standards.

(1) If the electrical wiring fails to carry the designated load, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard set forth in Subsection 2.32(b).

(2) All electrical equipment shall be used for the purposes and/or capacities for which it was designed and in accordance with manufacturer's specifications.

(c) Performance Standards for the Electrical Panel, Breakers and Fuses.

(1) The electrical panel and breakers shall have sufficient capacity to provide electrical service to the Home during normal residential usage.

(A) If the electrical panel or breakers do not have sufficient capacity to provide electrical service to the Home during normal residential usage, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard set forth in Subsection 2.32(c)(1).

(B) Fisher Lane is not responsible for electrical service interruptions caused by external conditions such as power surges, circuit overloads and electrical shorts.

(2) The electrical panel and breakers shall have sufficient capacity to provide electrical service to the Home during normal residential usage such that a circuit breaker shall not trip repeatedly under normal residential electric usage.

(A) If a circuit breaker repeatedly trips under normal residential electric usage, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard set forth in Subsection 2.32(c)(2).

(B) Fisher Lane is not responsible for circuit breaker trips that have functioned as designed to protect the Home from external conditions such as power surges, circuit overloads and shorts.

(d) Performance Standards for Electric Outlets with Ground Fault Interrupters.

(1) Electrical outlets with ground fault interrupters shall be installed and operate in accordance with the Code and manufacturer's specifications. If ground fault interrupters trip repeatedly under normal residential usage, Fisher Lane shall take such action as is necessary to ensure that the electrical outlets with ground fault interrupters are installed in accordance with the Code and manufacturer's specifications and that they operate properly during normal residential electrical usage.

(2) The Homeowner shall not plug appliances that require constant electrical flow, such as refrigerators and freezers, into an outlet with a ground fault interrupter.

(e) Performance Standards for Fixtures, Outlets, Doorbells and Switches.

(1) An outlet, doorbell or switch shall be installed in accordance with the manufacturer's specifications and the Code and shall operate properly when installed in accordance with the manufacturer's specifications and the Code. If an outlet, doorbell or switch is not installed in

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Fisher Lane Builders, LLC

PO Box 70709

Houston, Texas 77270

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

accordance with the manufacturer's specifications and the Code or does not operate properly when so installed, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Paragraph.

(2) A fixture, electrical box or trim plate shall be installed in accordance with the Code and manufacturer's specifications and shall be properly secured to the supporting surface. If a fixture, electrical box or trim plate is not installed in accordance with the Code and manufacturer's specifications or is not properly secured to the supporting surface, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard state in this Paragraph.

(f) Performance Standards for Wiring or Outlets for Cable Television, Telephone, Ethernet or Other Services.

(1) Wiring or outlets for cable television, telephone, ethernet or other services shall be installed in accordance with the Code and any applicable manufacturer's specifications.

(A) If wiring or outlets for cable television, telephone, ethernet or other services are not installed in accordance with the Code or any applicable manufacturer's specifications, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard set forth in Subsection 2.32(f)(1).

(B) Fisher Lane is not responsible for the failure of wiring or other utility service connectors or conduits that begin before the point at which the service enters the Home.

(2) Wiring or outlets for cable television, telephone, ethernet or other services inside the Home or on the Home side of the meter/demarcation point shall function properly when installed in accordance with the Performance Standard stated in Subsection 2.32(f)(1).

(A) If wiring or outlets for cable television, telephone, ethernet or other services are not functioning, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard set forth in Subsection 2.32(f)(2).

(B) Fisher Lane is not responsible for the failure of wiring or other utility service connectors or conduits that begin before the point at which the service enters the Home.

§ 2.33. Performance Standards for Plumbing Accessories.

(a) A fixture surface shall not have a chip, crack, dent or scratch due to construction activities. If a fixture fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(b) A fixture shall not have tarnish, blemishes or stains unless installed as a Specialty Feature.

(1) If a fixture fails to meet the Performance Standard stated in Subsection 2.33(b), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) Fixture finishes that are tarnished, blemished or stained due to high iron, manganese or other mineral content in water are excluded from this Performance Standard.

(c) A fixture or fixture fastener shall not corrode.

(1) If a fixture or fixture fastener fails to meet the Performance Standards of Subsection 2.33(c), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

Revised 2023, VW

Fisher Lane Builders, LLC

PO Box 70709

Houston, Texas 77270

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

(2) A Fisher Lane is not responsible for corrosion caused by factors beyond the manufacturers or Fisher Lanes' control, including the Homeowner's use of corrosive chemicals or cleaners or corrosion caused by water content.

(d) A decorative gas appliance shall be installed in accordance with manufacturer's specifications and when so installed shall function in accordance with manufacturer's representations. If a decorative gas appliance fails to meet the Performance Standards stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(e) Fixtures shall be secure and not loose.

(1) If a fixture fails to meet the Performance Standard stated in Subsection 2.33(e), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) The Homeowner shall not exert Excessive force on a fixture.

(3) Fisher Lane is not responsible for the failure of the Homeowner to periodically confirm the escutcheon plates are tight and secure.

(f) A fixture stopper shall operate properly and shall retain water in accordance with the manufacturer's specifications. If a fixture stopper fails to meet the Performance Standards stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(g) The toilet equipment shall not allow water to run continuously.

(1) If the toilet equipment fails to meet the Performance Standard stated in Subsection 2.33(g), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) If toilet equipment allows water to run continuously, the Homeowner shall shut off the water supply or take such action as is necessary to avoid damage to the Home or Excessive water bills.

(h) A toilet shall be installed and perform in accordance with the manufacturer's specifications.

(1) If a toilet fails to meet the Performance Standard stated in Subsection 2.33(h), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) In the event of water spillage, the Homeowner shall shut off the water supply and take such action as is necessary to avoid damage to the Home.

(i) A tub or shower pan shall not crack. If a tub or shower pan fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(j) A tub or shower pan shall not leak. If a tub or shower pan fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(k) A water heater shall be installed and secured according to the manufacturer's specifications and the Code. If a water heater fails to meet the Performance Standards stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

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Fisher Lane Builders, LLC

PO Box 70709

Houston, Texas 77270

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

(l) A waste disposal unit shall be installed and operate according to the manufacturer's specifications. If a waste disposal unit fails to meet the Performance Standards stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(m) A faucet or fixture shall not drip or leak. This standard does not include drips or leaks due to debris or minerals from the water source, unless it is due to construction activities. If a faucet or fixture fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(n) A sump pump shall be installed in accordance with the manufacturer's specifications and shall operate properly when so installed. If a sump pump fails to meet the Performance Standards stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

§ 2.34. Performance Standards for Pipes and Vents

(a) A sewer gas odor originating from the plumbing system shall not be detectable inside the Home under conditions of normal residential use.

(1) If a sewer gas odor is detected inside the Home under conditions of normal residential use, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) The Homeowner shall keep plumbing traps filled with water.

(b) A vent stack shall be free from blockage and shall allow odors to exit the Home. If a vent stack fails to meet the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(c) A water pipe shall not make Excessive noise such as banging or hammering repeatedly.

(1) If a water pipe fails to meet the Performance Standard stated in Subsection 2.34(c), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(2) A water pipe subject to expansion or contraction of the pipe as warm or cool water flows through the pipe may cause a "ticking" sound temporarily. The Performance Standard stated Subsection 2.34(c) does not require Fisher Lane to remove all noise attributable to water flow and pipe expansion.

§ 2.35. Performance Standards for Plumbing Delivery Systems

(a) Performance Standards for Pipes including Water and Gas Pipes, Sewer and Drain Lines, Fittings and Valves but not including pipes included in a Landscape Irrigation System.

(1) Pipes shall be installed and insulated in accordance with the Code and manufacturer's specifications.

(A) If a water pipe bursts, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in Subsection 2.35(a)(1).

(B) The Homeowner is responsible for insulating and protecting exterior pipes and hose bibs from freezing weather and for maintaining a reasonable temperature in the Home during periods of extremely cold weather. The Homeowner is responsible for maintaining a reasonable

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Fisher Lane Builders, LLC

PO Box 70709

Houston, Texas 77270

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

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internal temperature in a Home regardless of whether the Home is occupied or unoccupied and for periodically checking to ensure that a reasonable internal temperature is maintained.

(2) A water pipe shall not leak.

(A) If a water pipe is leaking, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in Subsection 2.35(a)(2).

(B) The Homeowner shall shut off water supply immediately if such is required to prevent further damage to the Home.

(3) A gas pipe shall not leak, including natural gas, propane or butane gas.

(A) If a gas pipe is leaking, a Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in Subsection 2.35(a)(3).

(B) If a gas pipe is leaking, the Homeowner shall shut off the source of the gas if the Homeowner can do so safely, leave the Home and notify the appropriate utility provider.

(4) Water pressure shall not exceed 80 pounds per square inch in any part of the water supply system located inside the Home. Minimum static pressure at the building entrance for either public or private water service shall be 40 pounds per square inch in any part of the water supply system.

(A) This Performance Standard assumes the public or community water supply reaches the Home side of the meter at 40 pounds per square inch. Fisher Lane is not responsible for water pressure variations originating from the water supply source.

(B) If the water pressure is Excessively high, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in Subsection 2.35(a)(4).

(5) A sewer, drain, or waste pipe shall not become clogged or stopped up due to construction activities.

(A) Fisher Lane shall take such action as is necessary to unclog a sewer, drain or waste pipe that is clogged or stopped up due to construction activities.

(B) The Homeowner shall shut off water supply immediately if such is required to prevent damage to the Home.

(b) Performance Standards for Individual Wastewater Treatment Systems. An individual wastewater treatment system should be capable of properly handling normal flow of household effluent in accordance with the Texas Commission on Environmental Quality requirements.

(1) Fisher Lane shall take such action as is necessary for the wastewater treatment system to perform within the Performance Standard stated in Subsection 2.35(b).

(2) Fisher Lane is not responsible for:

(A) system malfunctions or damage due to the addition of a fixture, equipment, appliance or other source of waste or water into the septic system by a person other than Fisher Lane or a person working at Fisher Lanes' direction;

(B) malfunctions or limitations in the operation of the system attributed to a design restriction imposed by state, county or local governing agencies; or

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Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

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(C) malfunctions caused by freezing, soil saturation, soil conditions, changes in ground water table or any other acts of nature.

§ 2.36. Performance Standards for Heating, Cooling and Ventilation

(a) Performance Standards for Heating and Cooling.

(1) A condensate line shall not be obstructed due to construction activities.

(A) If a condensate line fails to meet the Performance Standard stated in Subsection 2.36(a), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(B) The Homeowner shall periodically check for the free flow of condensate (water) from the line and clear the line when necessary.

(2) A drip pan and drain line shall be installed under a horizontal air handler as per the Code.

(A) If a drip pan and drain line fails to meet the Performance Standard stated in Subsection 2.36(a)(2), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(B) The Homeowner shall periodically check for the free flow of condensate (water) from the line and clear the line when necessary.

(3) Insulation shall completely encase the refrigerant line according to Code.

(A) If the refrigerant line insulation fails to meet the Performance Standard stated in Subsection 2.36(a)(3), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(B) The Homeowner shall ensure that insulation on the refrigerant line is not damaged or cut due to Home maintenance or landscape work.

(4) An exterior compressor unit shall be installed on a stable pad that supports the unit and is no more than one inch out of level. The bottom of the exterior compressor unit support shall not be below ground level.

(A) If an exterior compressor unit pad or support fails to meet the Performance Standards stated in Subsection 2.36(a)(4), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

(B) The Homeowner shall ensure that settlement of the exterior compressor unit pad does not occur due to Home maintenance, landscape work or Excessive water from irrigation.

(b) Performance Standards for Venting.

(1) An appliance shall be vented according to the manufacturer's specifications. If an appliance is not vented in accordance with the Performance Standard stated in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

§ 2.37. Performance Standards for Heating, Air Conditioning and Ventilation Delivery Systems

(a) A refrigerant line shall not leak.

(1) If a refrigerant line leaks, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in Subsection 2.37(a).

(2) Condensation on a refrigerant line is not a leak.

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Fisher Lane Builders, LLC

PO Box 70709

Houston, Texas 77270

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Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

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(b) Performance Standards for Heating and Cooling Functions.

(1) A heating system shall produce an inside temperature of at least 68-degrees Fahrenheit as measured two feet from the outside wall of a room at a height of three feet above the floor under local outdoor winter design conditions as specified in the Code.

(A) If a heating system fails to perform to the Performance Standard stated in Subsection 2.37(b)(1), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(B) Temperatures may vary up to 4-degrees Fahrenheit between rooms but no less than the Performance Standard set forth above in Subsection 2.37(b)(1). Any changes made by the Homeowner to the size or configuration of the Home, the heating system or the ductwork shall negate Fisher Lanes' Responsibility to take measures to meet this Performance Standard.

(2) An air-conditioner system shall produce an inside temperature of at most 78-degrees Fahrenheit as measured in the center of a room at height of five feet above the floor, under local outdoor summer design conditions as specified in the Code.

(A) If the air-conditioner system fails to perform to the Performance Standard stated in Subsection 2.37(b)(2), Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(B) The Performance Standard in Subsection 2.37(b)(2) does not apply to evaporative or other alternative cooling systems or if the Homeowner makes changes to the size or configuration of the Home, the air-conditioning system or the ductwork. Internal temperatures may vary up to 4-degrees Fahrenheit between rooms but no more than the Performance Standard set forth above in Subsection 2.37(b)(2).

(3) A thermostat reading shall not differ by more than 4-degrees Fahrenheit from the actual room temperature taken at a height of five feet above the floor in the center of the room where the thermostat is located. The stated Performance Standard is related to the accuracy of the thermostat and not to the Performance Standard of the room temperature. If the thermostat reading differs more than 4- degrees Fahrenheit from the actual room temperature taken at a height of five feet above the floor in the center of the room where the thermostat is located, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(4) Heating and cooling equipment shall be installed and secured according to the manufacturer's instructions and specification and shall not move Excessively. If the heating or cooling equipment is not installed and secured in accordance with manufacturer's instructions and specifications or moves Excessively, Fisher Lane shall take such action as is necessary to properly install and secure the equipment.

(c) Performance Standards for Vents, Grills or Registers.

(1) A vent, grill or register shall operate easily and smoothly when applying normal operating pressure. If a vent, grill or register does not operate easily and smoothly when applying normal pressure when adjusting, Fisher Lane shall repair the vent, grill or register so that it operates with ease of use when applying normal operating pressure.

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Fisher Lane Builders, LLC

PO Box 70709

Houston, Texas 77270

FISHER LANE EXPRESS LIMITED WARRANTY

Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111

(2) A vent, grill or register shall be installed in accordance with the Code and manufacturer's instructions and specifications and shall be secured to the underlying surface. If a vent, grill or register is not installed and secured in accordance with the Performance Standard in this Paragraph, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard.

(d) Performance Standards for Ductwork.

(1) Ductwork shall be insulated in unconditioned areas according to Code. If ductwork is not insulated in unconditioned areas in accordance with the Code, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Paragraph.

(2) Ductwork shall be secured according to the manufacturer's instructions and specifications and it shall not move Excessively. If the ductwork is not secured according to the manufacturer's instructions and specifications or moves Excessively, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in this Paragraph.

(3) Ductwork shall be sealed and shall not separate or leak in excess of the Performance Standards set by the Code. If the ductwork is not sealed, is separated or leaks in excess of the Performance Standards set by the Code, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standards.

§ 3.100. Performance Standards for Major Structural Components

(a) Performance Standards for Slab Foundations.

(1) Slab foundations should not move differentially after they are constructed, such that a tilt or deflection in the slab in excess of the Performance Standards defined below arises from post-construction movement. The protocol and standards for evaluating slab foundations shall follow either the "Guidelines for the Evaluation and Repair of Residential Foundations" as published by the Texas Section of the American Society of Civil Engineers (2002 & 2009 editions), hereinafter referred to as the "ASCE Guidelines" or the "Guidelines for the Evaluation of Foundation Movement for Residential and Other Low-Rise Buildings" as published by the Foundation Performance Association (2007 edition), hereinafter referred to as the "FPA Guidelines" with the following modifications:

(A) Overall deflection from the Original Construction Elevations shall be no greater than the overall length over which the deflection occurs divided by 360 ($L/360$) and must not have more than one associated symptom of distress, as described in Section 5 of the ASCE Guidelines or Sections 5 and 6 of the FPA Guidelines, as applicable, that result in actual observable physical damage to the Home.

(B) The slab shall not deflect after construction in a tilting mode in excess of one percent from the Original Construction Elevations resulting in actual observable physical damage to the components of the Home.

(2) If measurements and associated symptoms of distress show that a slab foundation does not meet the deflection or tilt Performance Standards stated in subsection 3.100(a)(1), a third-party

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inspector's recommendation shall be based on the appropriate remedial measures as described in the ASCE Guidelines and FPA Guidelines, as applicable.

(b) Performance Standards for Major Structural Components of a Home other than Slab Foundations.

(1) Floor over pier and beam foundations.

(A) A floor over pier and beam foundation shall not deflect more than $L/360$ from its Original Construction Elevations and have that movement create actual observable physical damage to the components of the Home identifiable in the ASCE Guidelines and the FPA Guidelines, as applicable except in historic home.

(B) If a floor over pier and beam foundation deflects more than $L/360$ from its Original Construction Elevation and the movement has created actual observable physical damage to the components of a Home identifiable in the ASCE Guidelines or the FPA Guidelines, as applicable, a third-party inspector's recommendation shall be based on applicable remedial measures as described in the ASCE Guidelines or FPA Guidelines, as applicable.

(2) Structural components.

(A) A defined structural component shall not crack, bow, become distorted or deteriorate, such that it compromises the structural integrity of a Home or the performance of a structural system of the Home resulting in actual observable physical damage to a component of the Home.

(B) If a structural component of a Home cracks, bows, is distorted or deteriorates such that it results in actual observable physical damage to a component of the Home, Fisher Lane shall take such action as is necessary to repair, reinforce or replace such structural component to restore the structural integrity of the Home or the Performance of the affected structural system.

(3) Deflected structural components.

(A) A structural component shall not deflect more than the ratios allowed by the Code.

(B) If a structural component of the Home is deflected more than the ratios allowed by the Code, Fisher Lane shall repair, reinforce or replace such structural component to restore the structural integrity of the Home or the performance of the affected structural component.

(4) Damaged structural components.

(A) A structural component shall not be so damaged that it compromises the structural integrity or performance of the affected structural system.

(B) If a structural component is so damaged that it compromises the structural integrity or Performance of a structural system of the Home, Fisher Lane shall take such action as is necessary to repair, reinforce or replace such structural component to restore the structural integrity of the Home or the performance of the affected structural system.

(5) Separated structural components.

(A) A structural component shall not separate from a supporting member more than $3/4$ of an inch or such that it compromises the structural integrity or performance of the system.

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Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

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(B) If a structural component is separated from a supporting member more than 3/4 of an inch or separated such that it compromises the structural integrity or performance of a structural system of the Home, Fisher Lane shall take such action as necessary to repair, reinforce or replace such structural component to re-establish the connection between the structural component and the supporting member, to restore the structural integrity of the Home and the performance of the affected structural system.

(6) Non-performing structural components.

(A) A structural component shall function as required by the Code.

(B) If a Major Structural Component does not function as required by the Code, Fisher Lane shall take such action as is necessary to bring the variance within the Performance Standard stated in Subsection 3.100(b)(6)(A).

§ 4.100. Performance Standards for Landscaping

(a) Plants and Evergreen Trees.

(1) Plants and evergreen trees (such as pine trees) installed by Fisher Lane shall not die during the first thirty (30) days after closing.

(2) Plants and evergreen trees that die during the first thirty (30) days after closing will be replaced by Fisher Lane.

(3) The Homeowner is responsible for taking reasonable care of the tree and proper watering.

(4) Fisher Lane shall not be responsible for plants and evergreen trees that die in the first thirty (30) days after closing due to Extreme Weather Conditions, insect infestation, acts of God, or any other cause beyond the control of Fisher Lane.

(b) Fisher Lane shall not be responsible for grass or sod after closing.

(c) Performance Standards for Hardwood Trees.

(1) Hardwood trees installed by Fisher Lane in the first dormant season that die after closing will be replaced if brought to the attention of Fisher Lane Customer Service Department at the beginning of the next growing season.

(2) Hardwood trees that leaf out, but later die, will not be replaced.

(3) Fisher Lane shall not be responsible for Hardwood trees that die in the dormant season due to Extreme Weather Conditions, insect infestation, acts of God, or any other cause beyond the control of Fisher Lane.

(d) Existing Trees.

(1) Except as set forth in Subsections 4.100(a), (b) Fisher Lane does not provide warranty coverage for the life of trees that existed on the lot prior to the date the Home was released for original construction.

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Chris@fisherlane.net

Fisherlaneteam@yahoo.com

832-236-5191

Project management: 281-414-5111