



CHANGES TO THE BUILDER'S LIMITED WARRANTY APPLICABLE TO HOMES LOCATED IN THE STATE OF NEW YORK

The **BUILDER'S LIMITED WARRANTY** is changed for **HOMES** located in the State of New York. **YOU** should refer to the applicable sections of the **BUILDER'S LIMITED WARRANTY** when reviewing these changes.

1. Page 14, **Section X. STANDARDS OF PERFORMANCE** – The following language is added as the fourth (4th) paragraph on this page:
“Should the provisions of this **Section X.** be found not to equal or exceed the performance standards of those enacted by the State of New York, then the performance standards enacted by the State of New York shall apply. In accordance with New York State’s General Business Law Article 36-B, one year from and after the **WARRANTY DATE** the **HOME** will be free from defects due to a failure to have been constructed in a skillful manner. Constructed in a skillful manner means that workmanship and materials meet or exceed the specific standards of the applicable building code. When the applicable building code does not provide a relevant specific standard, such term means that workmanship and material meet or exceed the standards of locally accepted building practices. Building code means the uniform fire prevention and building code promulgated under section three hundred seventy-seven of the executive law, local building code standards approved by the uniform fire prevention and building code council under section three hundred seventy-nine of the executive law, and the building code of the city of New York.”

2. Page 14, **Section X. STANDARDS OF PERFORMANCE** – The following language is added as the fifth (5th) paragraph:
“Two Years from and after the **WARRANTY DATE** the plumbing, electrical, heating, cooling and ventilation systems of the **HOME** will be free from defects due to a failure by **US** to have installed such systems in a skillful manner.”

3. **Section IX. DEFINITIONS**, Page 12 – The following language is added as the last paragraph of the definition for **DEFINED STRUCTURAL ELEMENT FAILURE**:
“Six (6) years from and after the **WARRANTY DATE**, subject to applicable exclusions contained in this **BUILDER’S LIMITED WARRANTY** and in accordance with New York State’s General Business Law Article 36-B, if the **Warranty Tolerance** corresponding to a **Defined Structural Element** identified above is not exceeded, alternatively a **DEFINED STRUCTURAL ELEMENT FAILURE** will include actual physical damage to the following load-bearing portions of the **HOME** caused by failure of such load-bearing which affects their load-bearing functions to the extent that the **HOME** becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.”