

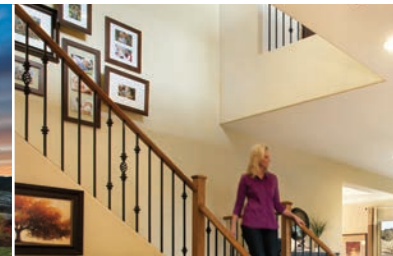


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Setting the standard for energy-efficient homes™



Homeowner's Manual

Welcome to Meritage Homes

Welcome to Meritage Homes



From coast to coast, Meritage Homes is committed to enriching lives by building beautiful, well-constructed homes and furthering the American dream. We are delighted that you have selected us as your builder. We value our partnership and the opportunity to create an exceptional experience and a dream home that is uniquely yours.

A home is one of the few things still handcrafted. We take pride in designing and building homes and communities that are innovative, built with care and superior craftsmanship, and that deliver enduring value. Our goal is to help you through the often complex process of buying a new home, with the belief that you will share your home buying experience with your friends and family.

As you embark on your road to ownership, all of us at Meritage will draw upon our years of experience to help you. Our commitment to you, our customer, is to make this journey as enjoyable as possible. We appreciate your trust, encourage you to voice your concerns and questions, and we look forward to bringing you home.

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Making Ownership Easy

We don't want you to be simply satisfied; we want you to be delighted. Read on for some basic practices we embrace that make ownership both easy and delightful.

Making Ownership Easy

We want you to be more than satisfied; we want you to be delighted.

While we are keenly committed to achieving customer satisfaction, our ultimate goal is to create customer delight by providing you with an outstanding overall experience. Our history with more than 80,000 homeowners has allowed us to develop a checklist of critical items that contribute to customer happiness.

Our list of critical items reflects the importance of working together. As the builder, we clearly have the greatest responsibility in making your overall experience delightful. However, there are many things that only you can do to help ensure an enjoyable experience.

✓ Expectations

So that we may provide you with an outstanding overall experience, we ask that you acknowledge the expectations set by your Community Team.

Your Community Team members are your sales associate, construction and customer care managers. Setting and communicating proper expectations is a first and critical step to building trust and creating delight.

✓ Customer Concerns

Meritage handles customer issues with common sense and respect for your viewpoint and your priorities.

A commonsense approach to communicating and resolving concerns is what we consider the best approach. It would be impossible to create a new policy or procedure for every imaginable issue, so we prefer to treat each customer concern as an individual occurrence. We believe resolving issues is most easily achieved through open communication and common sense. Please help us by discussing issues as they arise.

✓ Quality

We encourage you to ask questions about quality, so you can understand and acknowledge our standards.

One of our key goals is to deliver quality homes on time that are 100% complete. We define a quality home as one that complies with all applicable building codes and inspections, in which products are installed per manufacturer specifications, and the cosmetic appearance is consistent with that of our model homes.

✓ Timelines

We depend upon you to comply with timelines for critical decisions and respond quickly to requests for information.

Our journey together will be interactive, and your participation in being responsive and making timely decisions is critical to our success and your satisfaction. Your Community Team has the knowledge and experience to build your home but will require your involvement to keep the process moving forward.

✓ Color Selections

Please work with your Community Sales Associate and Design Center Consultant to understand and comply with our policies regarding options and deposits.

Selecting design options and colors to personalize your home is an important and satisfying part of the new home buying experience. Depending on your location, you may be required to give a deposit for these options, which is generally not refundable should your home not close for any reason.

Making Ownership Easy - continued

✓ Financing

Be sure to comply with all required timelines regarding the financing of your new home.

One decision you'll make is whether to finance your home purchase, and if so, what mortgage company and financing program are best for you. Your Community Sales Associate is knowledgeable about financing options and can help you. As an added value to our customers, Meritage can refer you to preferred lenders affiliated with Meritage, who we are confident will provide a high level of personal service and competitive rates.

You must make a loan application within three days of signing your Purchase Agreement, according to its terms. You must also receive full approval of your loan within 14 days after the date you sign your Purchase Agreement. If you plan to make a cash purchase, we will require verification of available funds.

✓ Safety

We ask you to observe all safety programs or requirements, including making visits to the job site only when there is no heavy or overhead work in progress. Also, we require that you coordinate all your visits to the job site with your Community Sales Manager. In any case, your visits to the job site will be at your own risk.

Professional trade partners provide materials and perform work on our construction sites. We require that our partners follow our building plans and specifications while maintaining a clean and safe job site. For safety reasons, we must insist that customers not visit the site when heavy overhead work such as framing, roofing, brick and drywall work is being performed.

✓ Additional Work

Please understand that prior to closing, only our suppliers and subcontractors may perform work on your home as authorized by us. After you close, you may elect to have additional work performed on your home by other providers.

Occasionally, our customers ask to perform work, or to have independent contractors perform work, in or on their home prior to closing. Please understand that we do not allow this. Nor will we allow our suppliers and subcontractors to do work which is not specified in your Purchase Agreement. Such work is expressly forbidden because of the risk, liability, and the negative impact that unauthorized work may have on construction schedules and your warranty coverage.

✓ Closing

Coordinate closely with your mortgage lender and be prepared to close on the date designated for closing or settlement.

As your home nears completion, we will project a closing or settlement date. We will be responsible for preparing your home for closing. You will be responsible for having all financing and closing funds ready, locking your interest rate if you choose, and satisfying all your other closing obligations. You must close on time to avoid a default under your Purchase Agreement and the forfeiture of your earnest monies. We highly recommend you review your Purchase Agreement in its entirety regarding timelines, requirements and earnest monies.

✓ Communication

We ask you to voice your questions or concerns every step of the way.

Your Meritage Community Sales Associate is trained and empowered to address your concerns. While science and technology are key in homebuilding today, people are still at the heart of building homes and providing service. Hundreds of people are involved in each new home experience. Occasionally mistakes are made, and frequently these can be traced to communication breakdowns. If you feel a breakdown has occurred, please bring it to the attention of your Meritage Community Sales Associate. Customer concerns are a priority for us, and in most cases a resolution can be reached quickly.

Making Ownership Easy - continued

✓ Attendance At/Participation In Scheduled Meetings

Building your new home requires that we work together.

To be certain we are always on the same page and that your experience is a delightful one, we will have scheduled meetings along the way. It is important that you attend and/or participate in the meetings.

These meetings include but are not limited to:

1. Design Selections
2. Pre-Construction Orientation
3. Pre-Drywall Orientation
4. Homeowner Orientation
5. Final Home Orientation Review
6. Closing Appointment

Your Community Sales Associate will notify you of additional meetings, if applicable. We consider these meetings essential to creating a clear understanding and setting expectations between us, leading to a positive relationship and a delightful buying experience. All meetings, unless otherwise noted within this manual or explained by your sales associate, are scheduled during normal business hours of 8am - 5pm, Monday through Friday, excluding holidays.



Please visit meritagemanual.com/ownership for complete information.





The Road to Home Ownership

Your journey is mapped out with important stops along the way with the goal of simplifying your home buying process.

The Road to Home Ownership

Congratulations on your decision to purchase a Meritage home. We realize the importance of your investment and appreciate your confidence in Meritage Homes.

This home purchase timeline is intended to give you a brief overview of the journey we'll take as your new home is being built or prepared for your move in. It's an important tool we hope will make your home purchase, and the home ownership experience, easy for you. Please read this section thoroughly and make note of the items and information, and the points in time in which you will need to provide them, as we head down the road to home ownership. You'll find answers to many questions in this Homeowner's Manual, which can also be viewed online at meritagemanual.com. If you need more help, please contact a member of your Community Team.

Purchase Agreement

Your Purchase Agreement, until it is accepted by Meritage Homes management, constitutes your offer to purchase a new home, submitted to Meritage Homes management for final acceptance. **You will, within five (5) business days of the submittal of your Purchase Agreement, be notified whether it has been accepted.** Following acceptance, a copy of the Purchase Agreement signed by Meritage Homes will be mailed or provided to you.

Within three days of submitting your Purchase Agreement for acceptance, you must apply for your mortgage financing. The approval of your loan will usually take one to two weeks after your loan application. We provide fourteen days from the date Meritage Homes accepts and signs your Purchase Agreement for you to obtain the required loan approval. We encourage you to consider using one of our preferred lenders, as we believe that this can simplify and expedite the mortgage process for you.



Note: Please carefully review all mortgage-related materials from your lender and respond promptly to any mortgage company requests for information. This will expedite your loan approval and ensure that you are fully aware of financial requirements before moving ahead.



Financing

Upon the approval of your loan, the mortgage company should provide you with a Loan Approval Letter telling you the amount of the loan for which you qualify, and setting forth any conditions which must be satisfied by you prior to closing—e.g., appraisals needed, no adverse change, etc. Conditions like these are fairly typical for most loans. Be sure to review your Purchase Agreement regarding conditions and earnest money requirements.

Final Selections

You may be making numerous selections for your new home, including adding options and upgrades, and selecting colors. Your selections must be finalized within the applicable time period set forth in your Purchase Agreement. Please feel free to discuss with your Community Team the specific processes, timeline and scheduling that may apply to your home. If you have chosen to buy a Showcase Home already complete or under construction, some choices may no longer be available. Your Community Sales Associate will review all color selections, options and upgrades which apply to your community, and explain how and where you will make selections. Design Center locations may vary by community. When applicable, a Design Center Consultant will schedule an appointment to help you make selections and review pricing of options/upgrades.

Upon receipt of your mortgage company's Loan Approval Letter, your Community Sales Associate will meet with you to review and finalize your selections, options and upgrades, and to complete the paperwork for your selections.

Please be very thorough when discussing these items, as this is your last opportunity to make changes in your new home. To avoid delays, it is your obligation to promptly provide Meritage with the following items as required:

1. Loan Approval Letter;
2. Final color, option and upgrade selections; and
3. Earnest money and additional deposits and monies due for options/upgrades, as required.



Note: Changes after the start of the home will cause delays and cost you money; therefore such changes are typically not permitted.

The Road to Home Ownership - continued

Pre-Release

Next comes the period we call Pre-Release, which is the period before construction begins. Several weeks may go by before you see actual ground breaking at your new home site. Don't be concerned about this apparent lack of activity, because a lot is happening behind the scenes. We are busy securing building permits and completing other important tasks necessary to start your home.

Pre-Construction Orientation

After the Pre-Release activities are completed for your home, your Construction Manager will invite you to a Pre-Construction Orientation meeting. The purpose of this meeting is to reconfirm final details of your home. We'll concentrate on the special selections you've made to personalize your home. Please remember that your selections have been finalized at this point, and changes are not allowed.

Once your loan has been approved and construction starts, you'll notice the activity will vary on a daily basis. Some days you'll see major transformations, while others will seem as though nothing is happening. Periods of inactivity may be due to municipal inspections, which are required at specific construction stages. Work on the home cannot resume until these inspections are complete.

Pre-Drywall Orientation

We are excited to show you the progress that's been made, and talk about the next stages of construction. Please make arrangements to attend this important meeting, which will occur during normal business hours. Please allow at least one hour for this meeting to:

- **Review the progress of your home.**
- **Confirm that the proper structural and electrical options have been properly included and located consistent with the previously made selections.**
- **Confirm where various floor coverings are to begin and end.**
- **Discuss the next stages of the construction of your home.**





Construction and Timing

Depending on the home you have chosen, construction may take several months from start to finish. As construction progresses, we will be better able to estimate a completion date. However, due to a number of variables we do not control, we cannot give you an exact date until about 30 days prior to closing.

Please understand that although we may provide estimated completion and closing dates, we cannot, due to variables involved in the construction and closing process, be responsible for exact dates. You should keep this in mind if you decide to lock in your interest rate. Meritage will not have any responsibility with respect to timing or the locking-in of interest rates.

At Meritage Homes, we consider your home complete when:

- **It passes final inspection by the local city, town or county, if applicable and**
- **It is accepted by our Quality Assurance Team, which means it meets Meritage Homes building standards.**

The closing occurs when all funds are received, and ownership of the home is actually conveyed to you. Only after this occurs may you take possession of your new home. The closing will be set by Meritage for a date which usually occurs three to five business days after the orientation of your new home.

The Road to Home Ownership - continued

Insurance and Utilities

Once you've been given an estimated completion date, contact your insurance agent to arrange for homeowner's hazard insurance coverage for your new home. Your agent should deliver the Insurance Policy or Certificate of Insurance to the escrow/title company at least ten days prior to the closing date provided by your Community Sales Associate.

Also, remember to contact the appropriate utility companies to initiate utility services in your name as of the day of closing.

Homeowner Orientation

Once your home is accepted by our Quality Assurance Team, a member of your Community Team will contact you to schedule your Homeowner Orientation. **This should be scheduled on a weekday between 9am and 3pm, and will require two to four hours of your time. The purpose of your Orientation is to confirm that your home is complete, review your home's features and operation, review your warranty coverage and warranty process, and to review your obligations for the proper care and maintenance of your home.**



Note: The exact dollar amount you will need to provide at closing may not be available until a few hours before closing. Therefore you must be prepared to obtain a cashier's check made payable to the title company upon very short notice.



Closing

Closing typically occurs three to five business days following your Orientation. Meritage Homes requires that you sign an Orientation Report prior to your closing.

Your Community Sales Associate will set your closing appointment and give you the name, address and phone number of the escrow/title company where it will occur. Prior to closing, please contact the escrow/title company Escrow Officer so he/she may notify you of the dollar amount, cashier's check or wired funds you will need to bring to the closing appointment.

Welcome Home

All that's left between you and your new home are the keys. Simply arrange with your Community Sales Associate to pick them up after your transaction has closed and your loan has been funded. In some cases, the escrow/title company may provide you with your keys. Again, check with your Community Sales Associate to be sure.



Please visit meritagemanual.com/home-timeline for complete information.

The Road to Home Ownership - continued



Purchase Agreement

Purchase Agreement

A Purchase Agreement constitutes an offer to purchase a new home, signed by you and Meritage Homes. Notification of acceptance will be received within approximately five business days.

Financing

You must apply for mortgage financing within three days of Purchase Agreement acceptance. Meritage Homes requires a conditional Loan Approval Letter from your mortgage company.

Final Selections

Your selections must be finalized within the applicable time period set forth in your Purchase Agreement. Late changes to your selections, if permitted, will cause delays with your home and possibly incur additional costs.

Pre-Release

The period before construction begins. Meritage is busy securing building permits and completing administrative tasks necessary to begin construction.

Pre-Construction Orientation

This is your opportunity to meet with your Construction Manager to reconfirm your selections and the final details of your home.





Construction

Depending on the home you have chosen, construction may take several months from start to finish. We'll be in touch along the way and require that you attend the Pre-Drywall Orientation before installation of the drywall.

Homeowner Orientation

Your Homeowner Orientation will be scheduled when your home is complete. These meetings are scheduled on a weekday between 9am and 3pm, and will require 2-4 hours of your time. The purpose is to review your home's features and operation, warranty coverage and the warranty process, and to review your obligations for the care and maintenance of your home. Although the home should be complete at this time, we will during this Orientation make a note of any items that may require additional attention.

Final Home Orientation Review

In the event it is determined during your Homeowner Orientation that items require additional attention, we'll ask that you visit your home again prior to closing to confirm that items are complete.

Closing

Closing typically occurs 3-5 business days following your Orientation. Your Sales Associate will help you set your closing appointment.

Welcome Home

Arrange with your Sales Associate to pick up your keys and enjoy your new home.





Design Choices

Give your home its personality with design selections. See this section for hints that will assist you in making informed choices.

Design Choices

Adding Your Unique Touch

One of the most exciting aspects of buying a new home is the ability to personalize it. Depending on the area where you live and the specific home you have selected, your choices and the process by which you make those choices will vary. If you have chosen to buy a Showcase Home which is already complete or under construction, some choices may no longer be available. Please consult with your Community Sales Associate.

Getting Started

A good start to making design decisions is to consider your family's tastes and lifestyle, such as work, school, hobbies and entertaining. Talk about the options and upgrades available to you and create a wish list. Browse through the latest home decor magazines for ideas. Think about furniture you will use or replace. Do you prefer your home to be light and bright? Or, rich with deep color tones? Traditional or contemporary? The answers to all these questions will help you determine your preferred look and feel for your home.



Note: Making decisions by your specific deadlines is critical in keeping the construction of your home on track. When it comes to adding your own unique touch to your home, a little planning can go a long way. Some favorite choices, along with some tips to help you get started, are discussed at meritagemanual.com/design-choices.



During the Selection Process

- Compile a wish list for your home and bring along photos that reflect the “look/feel” you like.
- Be aware of which selections are included with your home, and which may be extra-cost optional features – contact your Community Sales Associate for details.
- Consider your lifestyle – Do you:
 - Plan to use a bedroom as an office? If so, you may want to provide additional outlets or wiring for a computer or printer.
 - Entertain often? If so, you might consider ceiling fans for the comfort of your guests.
 - Enjoy watching movies as a family? How about home theater options?
 - Have children? Pets? Consider stain-resistant carpet to make your life easier.
- Think ahead about colors, cabinet finishes, appliances, countertops, plumbing fixtures and flooring – these elements can set the basic style and tone of your new home. Are energy-efficient or green products important to you? Meritage incorporates an array of energy-efficient products in your home. Additional options may also be available that can save you even more money while reducing your carbon footprint.
- Bring cushions, swatches or photos of your key furniture pieces to coordinate colors.
- Think about the maintenance requirements of the construction materials you are considering. Review the “Taking Care of Your Home” section of this manual, as well as manufacturer recommendations, before making your flooring and cabinet selections.
- Expect variations – your new home is one of the few handcrafted major purchases you can make. It will be a combination of art, science, natural materials and personal craftsmanship, assembled by dozens of trade contractors. Because of this, expect your home and many of the items you select to vary somewhat from the model and other homes in the neighborhood.
- **Note:** Certain materials may not be available in your area. Please consult with your Design Center Team.

Design Choices - continued

Flooring

Your flooring provides a backdrop for everything in your home and has a big impact on how the spaces appear to flow from one area to another. Choices for flooring can be vast, but it is usually pretty easy to narrow them down based on your tastes, lifestyle and budget concerns.

Carpet – Carpet is perhaps the most universal floor covering. The comfort it provides and the wide range of color tones make it a great choice for most buyers. Our carpet selection generally includes many different styles, fibers and colors, and offers a large range of stain and soil protection, anti-static control, fade resistance and texture retention.

Seams in your carpet are unavoidable because carpet is manufactured in widths of 12', 13'6" or 15'. Seam visibility will vary with each type of carpet. The seam will be made as inconspicuous as possible, but an invisible carpet seam is not possible. Low-profile carpets such as looped Berbers and patterned carpet have more pronounced seams. These are not considered a defect but are the nature of the product. These types of carpets are very popular for their durability and fashionable styles. The visibility of the seams in all carpets will vary depending on the texture and color of the product as well as the lighting in the room. Keep in mind that visible seams are minimized once furniture and window coverings have been added.

Below are key terms you may see on carpet samples.

Face Weight	More ounces per square yard is preferred, but at additional cost.
Twist	Higher twist helps resist crushing and matting.
Density	Higher density improves comfort and performance. Depending on the carpet density, bending of the carpet on stairs can sometimes expose the backing of the carpet.

Hardwood – Hardwood floors are a popular choice to add a warm and natural touch to your home. Wood floors may be available in several species and styles. As a natural material, wood is affected by moisture and temperature changes that can cause the floor to expand and contract with the season. These changes may produce squeaks and hairline cracks. These, along with slight height variations in the wood, are considered normal and part of the character of a wood floor.

Natural Stone – Natural stone will make an elegant statement wherever it is installed in your home. It is important to understand that no two pieces of marble, granite, limestone, travertine or slate are alike. The stone examples in our model homes or design selection centers will not look exactly like the stone installed in your home. In fact, it may have quite different veining patterns, texture and color variations. All natural stones start out as giant pieces of rock that are removed from the earth and are then cut into thin slabs. As you look at stone samples, you will see irregular markings, lines, veins and crystallizations. These markings are not cracks or imperfections, but rather are part of the beauty of natural stone. Different stones have different levels of hardness and porosity.

Tile – Ceramic and porcelain tiles are some of the most popular floors today. Tile can be used in just about any room in your home. There are many sizes, colors and styles available. Tile can be installed in creative combinations and patterns to create a unique look. Ceramic and porcelain tiles are man-made products that are colored and sectioned into individual dye lots during manufacturing, which means there will be color variations between dye lots. Some tiles that are designed to mimic natural stone are intentionally made to have increased amounts of variation.

Vinyl – Sheet vinyl products have greatly improved in construction, style and maintenance over the years, but they are still susceptible to scratching and denting. Sheet vinyl manufacturers offer different quality levels of vinyl with a variety of patterns to choose from. Some of the most popular are patterns inspired by nature, including patterns that replicate the beauty found in natural stone. Sheet vinyl products are produced in 6' and 12' widths and, like carpet, may require seams in your floor. Certain patterns are better than others for hiding seams. For example, a pattern emulating natural stone with several colors and varying detail will disguise a seam better than white patterned vinyl.



Note: Softer woods can easily dent or scratch when exposed to sharp objects, furniture legs or high heels. Do not “wet mop” wood floors. Wood can and will warp, cup or deteriorate from excess water and moisture.

Design Choices - continued

Cabinets

Beautiful cabinets are a major focal point for any home. In most markets, we offer a variety of wood, colors, finishes and door styling. Ask to see examples of door styling and wood types, as they can create completely different “looks” for your home.

Alder – Alder is a common wood known for its natural pale yellow to reddish-brown tint. A relatively soft, straight-grained, even-textured wood commonly used to make furniture and toys. Alder will display some roots and knots within its grain. Nicks and gouges will show, so care should be taken not to damage the soft wood.

Cherry – Cherry is a close-grained hardwood with occasional knots and fine grain variations appearing as curls and waves. The natural color of cherry ranges from pale yellow sapwood to deep reddish-brown heartwood. Staining reveals subtle variations and colors that typically darken over time.

Hickory – Hickory is a very tough, dense hardwood, making it an extremely durable choice for cabinets. However, it is known for very dramatic color variation, ranging from deep reddish-brown heartwood to pale white sapwood. Darker stains moderate the color variance in hickory. Knots and streaks are considered an inherent aspect of the charm of hickory cabinets. Unlike with other hardwoods, wood selection for hickory cabinets does not attempt to minimize discrepancies in wood color tones. Because of this, we recommend you always view hickory samples before choosing hickory for your home.

Maple – Maple is a finely grained and extremely hard wood. Natural colors range from creamy to light blonde tones to dark reddish-browns. The natural color variations will be reduced somewhat by darker stains. Maple may display some wavy, curly or bird’s eye characteristics. It may also reveal occasional dark mineral streaks and cross-grained tracking. These markings are natural occurrences in the wood and give maple its unique character.

Oak – Oak is a common hardwood known for its strength and visible grain pattern, which ranges from straight grains to arcs. Natural colors range from light tans to deep reddish-browns. When a light-colored stain is applied, you will see noticeable differences in color between the open and closed grain areas of the wood. A darker stain will provide a more uniform appearance. Oak is durable and usually forgiving of nicks and bumps, making it an ideal choice for cabinetry.

Thermo-Foil – This man-made finish is generally used to produce white cabinet doors with the same styling and detail usually found in solid wood cabinetry. Thermo-Foil finishes are durable and easy to clean. The finish on the front of these cabinets is produced by bonding a PVC molded plastic to a pre-machined material, using heat and pressure. The core of a white Thermo-Foil door is typically a medium density fiberboard with a white melamine back.

Countertops and Backsplashes

Countertops and backsplashes introduce a perfect opportunity to personalize your home. The possibilities are almost endless, with so many creative materials and designs to choose from.

Laminate – Laminate countertops are available in an abundance of colors, textures and patterns. Known for easy maintenance and affordability, laminates are typically a resin-impregnated paper bonded to plywood or fiberboard substrate. Laminate, particularly dark and high-gloss colors, will show scratches and may de-laminate over time and/or break or chip. Laminates partnered with a decorative tile backsplash can create a very stylish look at a great value.

Manufactured Quartz Countertops – Manufactured quartz countertops offer elegance and beauty. Quartz has unique characteristics of depth, clarity and radiance, with the cool solid feel of natural stone. The quartz used in countertops is naturally scratch-resistant and generally will not scratch from a knife like other countertop surfaces; however, it is not scratchproof and could be damaged by excessive force and pressure. Only three other natural minerals (diamond, sapphire and topaz) are harder than quartz. Manufactured quartz countertops are non-porous and are resistant to stains from coffee, wine, lemon juice, olive oil, vinegar, cosmetics and many other household products. Unlike natural stone, manufactured quartz countertops do not need to be sealed regularly to prevent staining. Available in a variety of colors, natural quartz products are manufactured in a highly controlled environment ensuring uniformity and color consistency.

Design Choices - continued

Natural Stone – Granite is the most popular of the natural stones used in decorative backsplashes and countertops. Granite is known for its timeless performance and beauty and is a great way to add sizzle to your home. Granite is found in an extraordinary palette of colors ranging from subtle tones to dazzling intensity. Some granites exhibit “movement” or a pattern like a wave of color. Granite comes from magma, which eventually cools and crystallizes to form a very hard rock consisting of primarily quartz and feldspar. The earth is constantly revealing ever-new variations of this age-old material.

Solid Surface – Solid surface countertops, such as Corian® and artificial stones, are known for their durability, easy maintenance, and their ability to be restored. Solid surfaces are smooth and nonporous and will not promote the growth of mold, mildew or bacteria. The beauty of solid surface countertops can be greatly complemented by a decorative tile or natural stone backsplash.

Tile – A popular choice, especially for decorative backsplashes – due to its varied colors, sizes, patterns, textures and accent pieces. Tile can make a strong statement paired with laminate, solid surfaces, or natural stone. Finishes range from matte to high gloss, with some more suitable for specific uses than others. Tile may be heat-, stain-, or scratch-resistant, but all tile can chip or break if abused or hit with heavy objects.

Window Coverings

Window coverings can be a great design element with a big impact on the look and feel of your new home. However, they are frequently overlooked during the design selection process. Please keep in mind that your new home will need and benefit from some sort of window coverings for privacy, temperature and light control. In some locations, community Covenants, Conditions and Restrictions include guidelines for the types of window coverings accepted in the community and timeline requirements for installation. Check with your Community Sales Associate to see if this might apply to your home.



Additional Design Selections

In addition to flooring, cabinets, countertops and window coverings, you may select lighting, faucets, appliances and many more items for your new home, depending on your community and the options available.

We hope you have found this information helpful so that making your selections will be both easy and fun. Please visit our models for ideas and be sure to ask if you need help or have questions. We are excited to share this experience with you.

Finalizing Your Selections

Your Purchase Agreement will be updated to reflect the design choices you have selected to personalize your home. Your Community Sales Associate will request that you acknowledge any additions to your agreement by reviewing additional addendums carefully, and signing a revised selection order or addendum at or shortly after your final Design Center appointment.



Please visit meritagemanual.com/design-choices for complete information.





Financing Your Home

What's involved in the mortgage process when you finance a home? It really isn't that complicated. All that is needed is some attention to detail. Read why here.

Financing Your Home

This section will provide an overview of what's involved in the mortgage process when you finance a home. It's really not that complicated, but it does need your attention.

Because a home is the largest purchase that most people will ever make, and home financing is a common occurrence, a mortgage lender is typically a valued part of the process.

Benefits of Using a Preferred Lender

While you are ultimately free to choose any lender to finance your new home, we hope you will consider the many benefits of using one of our preferred lenders. Our preferred lenders are familiar with our communities, sales staff, policies and requirements—and, as a result, can provide a faster and less complicated loan process. Preferred lenders can provide quick and accurate answers to your questions. They are in regular communication with our sales staff, so they can keep you up to date along the way and provide personalized service that makes home ownership easy.

Along with excellent service and personal attention, our preferred lenders offer a full range of financing programs, competitive mortgage rates, and expert mortgage counseling. They can also help you obtain loan locks if you choose to do so. Many buyers feel more at ease when they have locked in their interest rate.

Using a preferred lender can save you money. We often extend special incentives to buyers who secure their loan with one of our preferred lenders. Our Community Sales Associates are happy to answer your questions about our preferred lenders and give you contact information.



Note: The exact dollar amount you'll need to provide for your closing may not be available until a few hours before your signing appointment. You should be prepared to obtain a cashier's check made payable to the escrow/title company upon very short notice.



Another great advantage to using a preferred lender is that you will receive the keys to your new home immediately after closing. (Closing and receipt of keys are usually outside of Meritage Homes' control. Please consult with your escrow/title company and/or mortgage company for details.) Our goal is to help make the purchase of your Meritage home as easy as possible. Financing your home is a fairly simple process, although it does require your time and attention to detail. The process is explained on the following pages, but please remember that meeting deadlines and schedules is crucial to having your loan approved and all documents ready for your closing date.

Generally speaking, this is how the financing process works:

Application

It all begins with a completed loan application designed to gather personal and financial information about you and any co-borrower on the loan. All lenders require a standardized Fannie Mae designation form. The more complete your application is, the smoother your process will be. It's better to give too much information than not enough.

Loan Analysis

Your application will be reviewed by a loan specialist, who will contact you to confirm certain information. The specialist will help you select a loan program that best fits your financial situation and personal preferences.

Loan Documents

After you decide which loan is best, your loan specialist will mail the loan application and disclosure documents to you for review and signatures. Any additional documentation required for the loan program you choose will be obtained at this time.

Financing Your Home - continued

Loan Approval

Your loan will be sent to an underwriter for review. Once the underwriter approves your loan, the mortgage company will issue a Loan Approval Letter. We consider the financing contingency in your Purchase Agreement to be satisfied upon receipt of the Loan Approval Letter, even though the loan will be subject to the satisfaction of certain routine requirements/conditions.

Loan Processing

Your loan will be assigned to a loan processor, whose primary function is to work with you to build a file containing all the documentation needed to satisfy the requirements/conditions necessary for final approval and closing of your loan.

Credit Report – Your lender will obtain a credit report for you and any co-borrower. The credit report provides a history of your financial transactions including credit limits, monthly payments and current balances.

Verification – All information regarding income, assets and liabilities included in the initial loan application will be verified by verbal and/or written verifications.

Appraisal – The mortgage company will arrange for a licensed Real Estate Appraiser to substantiate the value of the property.

Loan Underwriting

Once the processor has assembled your file, it is returned to the underwriter for final approval. Loan decisions are based on five factors: income, assets, financial obligations, credit record and property value.

Occasionally, an underwriter will review your loan application and label it suspended. Don't be alarmed by the term "suspended." Usually, you can submit additional documentation and turn a suspension into an approval.

Interest Rate Lock

Prior to closing, you will have the opportunity to establish an interest rate guarantee or to lock your interest rate at a specified rate. Keep in mind that interest rates may change somewhat each day. Only you can make the decision whether to lock or when to lock the interest rate on your loan. Interest rate locks are typically effective for limited periods of time, and we cannot guarantee a closing date for your home based upon the conditions of your interest rate lock.

Loan Documents

Loan documents are now prepared – including the note, deed of trust or mortgage, and supporting disclosures. Each borrower and co-borrower must sign the loan documents.

Closing

Closing is the process through which all documents necessary to convey ownership of the home are signed and those documents and the closing funds are paid and processed. Closing occurs at the escrow/title company location designated for your community. Once the documents are executed, recorded and funds are received by Meritage, you will be the official proud owner of your new home and will be given your keys.

Below are some specific things you can do to help your closing go smoothly.

Homeowner's Insurance – Thirty days prior to closing, select your insurance carrier. At least ten days prior to closing, provide evidence that you have arranged to have insurance on the home you are purchasing by closing.

Documentation – Some conditions are imposed very close to the projected closing date, which frustrates many buyers. However, this is unavoidable because loans are subjected to multiple review processes prior to funding, and final conditions may be added at any time, even after the loan documents are signed. Satisfaction of these conditions may require additional information or documentation, so please keep tax returns and financial records accessible during your move.

Closing – Each person listed as a borrower or co-borrower is required to sign the closing documents. All signers should plan to attend the closing appointment or make prior arrangements with your mortgage company and the title company to accommodate any signers who cannot be present at closing.

Financing Your Home - continued

Photo ID – You will be required to provide U.S. government photo identification such as a driver’s license or passport at your closing.

Certified Check – Your escrow or settlement agent will provide you with the dollar amount necessary for closing and tell you who the payee should be. Generally the check should be made payable to the escrow/title company handling the closing. All closing funds must be in the form of a certified or cashier’s check.

Note: The exact dollar amount may not be available until a few hours before closing. This isn’t unusual, so you should be prepared to obtain a cashier’s check made payable to the escrow/title company upon very short notice.

Helpful Do’s & Don’ts While Your Loan is in Process:

Do keep copies of earnest money, option and upgrade deposit checks along with the bank statements to verify the checks clearing your account.

Do keep originals of all pay stubs, bank statements and other important financial documentation. Mortgage companies are required to update any documentation that is over 180 days old at the closing of your loan.

Do provide all documentation for the sale of your current home. (Sales contract, closing statement, employee relocation/buyout program)

Do notify your Loan Officer if you plan to receive gift funds for closing costs.

Do notify your Loan Officer of any employment changes. (Change or termination of employment, recent raise/promotion, transfer, change of pay status, movement from salary to commission, etc.)

Do continue to pay your mortgage/rent and all other bills on time.

Do provide all requested documentation promptly.

Don't allow any unnecessary credit checks.

Don't change jobs without inquiring about the impact such a change might have on the approval/approvability of your loan.

Don't make major purchases during or prior to closing (new car, furniture, appliances, electronics, etc.) as this may impact your qualification ratios. Please confer with your Loan Officer to have him/her calculate what your ratios would be with any additional debts.

Don't obtain and/or deposit unusually large sums of money without notifying your Loan Officer. FNMA/HUD guidelines require documentation as to the source of these funds. (Such as copies of bonus checks, tax refunds, insurance settlements, gift letters with copy of checks and deposit slips, etc.)

Don't close/open or transfer any asset accounts without acquiring proper documentation required for your loan (if you transfer funds in your stock account to your savings account, documentation is required).

Don't open or increase any liabilities, including credit cards, signature loans, etc. during the loan process. Please check with your Loan Officer for any documentation that will be required and to determine what impact that would have on your qualification ratios.

Don't pack, ship or discard any of the documentation provided in support of your loan that may be required at a later date, such as W-2s, tax returns, bank statements or divorce decree if applicable.



Please visit meritagemanual.com/financing for complete information.





Under Construction

Start to finish, we'll go through the construction process together. The detail will vary from home to home and city to city. This section will explain the major construction milestones along the way.

Under Construction

Start to finish, we'll go through the construction process together.



Showcase Home Buyer

If you have purchased a Showcase Home (a home that is already under construction or completed), **many of the steps addressed in this section may not apply to your home.** Please consult either your Community Sales Associate or Construction Manager for direction regarding your home's construction.

The Time is Now

We are about to begin construction and your home will soon become a reality. A new home is one of the few purchases manufactured in an open environment, where it can be seen rising from the ground up. You may watch your home from foundation to finish—from the first concrete pour, to the construction of walls and spaces, to the days of seeing your personal selections come alive. Before your eyes, it will become that special home that you have made your own.

Safety First

We welcome you to enjoy this experience by visiting your home while it is under construction. Of course, we are concerned about safety and security for you and your family. For that reason, we require that all visits be scheduled with your Community Sales Associate and that you wear a hard hat and closed-toed shoes when visiting our job site. A hard hat is available at our Sales Center. It won't exactly be your best fashion accessory, but wearing it is just as important as wearing your automobile seat belt. It is also important to watch your step for construction debris or uneven soils on your or nearby home sites. We also ask that, in order to protect their safety, you leave children at home or daycare, if possible, when visiting your home site during construction.



Note: During construction activity in your community, obstacles and hazardous debris could enter streets, which may result in flat tires. Please pay special attention to your surroundings, including construction traffic and equipment.

What's Happening When Nothing's Happening?

Sometimes it will seem that little or no progress is being made on your new home. This is normal for the building process, and should be expected. Below are a few of the items that may cause a pause in activity, or give the appearance that not much is happening.

- Building permits may be in process.
- Weather may affect activity and sometimes even after the rain stops, it may be too wet to use heavy construction equipment or perform certain work.
- Materials could be on order, but not yet delivered.
- Subcontractor schedules may impact activity.
- Home inspections may be in progress.

When you have questions about the activity on your home, please just call your Community Sales Associate.

Completion Date

Even if we haven't started, we know you're already thinking about the finish.

We know you'd like to have an exact date of completion; however, it's impossible to give you one until we get very close to finishing construction on your home. We previously identified items that could influence this date, some of which are outside of our control. We will provide you with an approximate closing date as soon as we are able, usually after drywall or cabinet installation. We will not consider your home complete until construction is finished and we have inspected it to confirm it fully measures up to our Meritage quality standards.

Under Construction - continued

Who's Who?

The business of building a new home is both exciting and emotional. You're in good hands with a team of professionals who are responsible for the entire process and are available to guide you along the way. Let us introduce your new community team.

Community Sales Associate

Name _____

Name _____

Phone _____

Phone _____

E-mail _____

E-mail _____

Your Community Sales Associate is your primary and first contact regarding questions about the overall purchase of your home.

Construction Manager

Name _____

Name _____

Phone _____

Phone _____

E-mail _____

E-mail _____

Your Construction Manager is your primary contact regarding all construction questions while your home is under construction.

Customer Care Manager (In some communities, your Construction Manager may also serve as your Customer Care Manager after close of escrow.)

Name _____

Name _____

Phone _____

Phone _____

E-mail _____

E-mail _____

Your Customer Care Manager or Construction Manager is your primary contact after the close of escrow. They will also assist with any questions you may have regarding your home's warranty after you move in.



How Your Home Goes from Beams to Dreams

There's an orderly process for building your home, with clearly defined stages of construction and important checkpoints, many of which call for your participation. Good planning and communication go a long way toward achieving a smooth and enjoyable construction experience. We don't like to start without you, so our first step will be a Pre-Construction Orientation.

Pre-Construction Orientation: This is an opportunity for our team to get to know you since your input will be an essential part of the process. We will focus on many details, so please arrange to leave the kids at home, if possible. Please allow at least two hours for this meeting, where you will:

- Meet your Construction Team.
- Exchange contact information.
- Review your new home plans.
- Confirm your options and selections.
- Discuss important upcoming milestones.
- Visit your homesite to review important details.



Note: Most meetings, including the Pre-Drywall Orientation, are scheduled during normal business hours between 8am and 5pm, Monday through Friday.

Under Construction - continued

Let it Begin

Your home will hit three major milestones before we meet again.

We know you'll want to visit your home before our next meeting—remember to coordinate your visit with your Community Sales Associate. We will build your home in stages and you'll recognize certain milestones along the way. Some of those early milestones are discussed below.

Foundation Finished – Your homesite has been prepared, any underground plumbing has been laid, and the foundation has been poured. Your Community Team can give you more detail on the specifics of your foundation, as they vary in type and completion time. One thing that is certain, once you see your foundation, you will know we're on the way.

Roofing Complete – Regardless of your roof type, once it's installed, weather becomes less of a factor in the progress of your new home. At this stage, your home is really shaping up. From this point forward, most of the work will take place inside.

Pre-drywall – The plumbing, electrical, and HVAC systems will have been installed. Our next meeting will soon take place. Now is a great time to list any questions you may have, so we can do our best to answer them during our Pre-Drywall Orientation.

Pre-Drywall Orientation

We are excited to show you the progress that's been made, and talk about the next stages of construction. We'll concentrate on the special selections you've made to personalize your home. Please allow at least one hour for this meeting to:

- Review the structural options you may have previously selected.
- Review electrical options and their correct locations.
- Confirm where various floor coverings start and stop.
- Talk about the next stage of the construction of your home.



What to Watch for Next

Soon all the time and effort you spent making design selections will pay off as we begin their installation. Your new home will begin to reflect your personality and lifestyle. We appreciate your cooperation while going through the next steps of construction, and hope they will bring you sheer delight. Some of the events to watch for after the Pre-Drywall Orientation are described below.

Drywall Up – Some rooms may appear smaller than you envisioned. Once flooring is installed, you should notice them appearing larger again.

Cabinets Complete – Are you mentally storing your pots, pans and dishes? You can probably now imagine your kitchen as a focal point of family activities.

Interior Paints/Stains In Place – More of your personality emerges as the colors you have chosen are applied to the interior. Please be careful of wet paint if you visit during the painting process.

Bath Flooring and Tile Laid – A word of caution—there will be wet adhesives where tile is installed, and this typically needs 24 hours to cure. It is best if you refrain from visiting your home while tile flooring is being installed and for a few days after.

Carpet Down – There's nothing like carpet to signal that your home is near completion. As we get close to completion, our internal processes and additional quality assurance inspections will kick in to ensure that your home meets our quality standards and is ready for your formal orientation, closing and move-in. Now would be a great time to review the Care and Maintenance section of this manual, and write down any questions you might have. Your Community Team will have the opportunity to answer them all at our upcoming Homeowner Orientation meeting.

Under Construction - continued

Homeowner Orientation

Once your home is accepted by the Quality Assurance Team, a member of your Community Team will contact you to schedule your Homeowner Orientation. This should be scheduled **between 9am and 3pm, Monday through Friday, and will require two to four hours of your time.** The purpose of your orientation is to confirm that your home is complete, as well as review your home's features and operation, your warranty coverage and the proper care and maintenance of your home.

It gives us great pleasure to demonstrate your new home. It's now complete, with your special touches and many moving parts. During your Homeowner Orientation, we will:

- Show you how your new home functions.
- Pass along important maintenance tips.
- Review warranty data and information.
- Answer your questions about functionality.
- Explain how to request warranty service, if the need arises.
- Schedule your One Month Warranty Meeting.
- Confirm that your home is ready for closing and move-in.
- Discuss your new home maintenance obligations.



Note: If any corrections are necessary, we will require an additional meeting to confirm that your new home is 100% ready for move-in.



Please visit meritagemanual.com/construction for complete information.





Closing Day

As you take ownership of your home and get ready to move in, it's now time to celebrate and enjoy. Let us help you prepare for closing.

Closing Day

Congratulations, it's Closing Day

You're about to take that final step in the buying experience. You are now familiar with your new home, financing is fully approved by your mortgage lender and you should be satisfied with your experience. Let's review the necessary steps for a smooth and worry-free closing, or settlement as it is known in some states.

Your closing, or settlement, will occur once your Homebuyer Orientation has occurred and your financing is fully approved. Your closing appointment will be set by your Community Sales Associate or Closing Coordinator. Much like an appointment with your physician, your closing appointment is firm – so it's critical that you arrive on time. Closings typically last about an hour. Your Community Sales Associate will provide you the address and directions to the closing location.

Remember, you'll need some form of official U.S. government identification (driver's license, passport, etc.) for each borrower and a cashier's check for any monies owed at time of closing. The amount of the check will be provided by the Escrow Officer at the title company, and the cashier's check should be made payable to the escrow/title company. It's not unusual for the amount of necessary closing funds to be made available only hours before your closing is scheduled to occur, so please allow time to do this at the last minute.

Also important, as a condition of closing, you must provide proof of hazard (homeowner's) insurance on the property. Once you've been given an estimated completion date, contact your insurance agent to arrange for hazard insurance coverage for your new home. Your agent should deliver the Insurance Policy or Certificate of Insurance to the escrow/title company at least ten days prior to your closing date.



Please visit meritagemanual.com/closing for complete information.





Taking Care of Your Home

Your new home functions as a “whole home system” with each component being an integral part necessary for the performance of the home as a whole. In order for your home to perform as designed, it will need maintenance from time to time. Learn more about your home maintenance obligations on our homeowner’s website at meritagemanual.com.

Taking Care of Your Home

Your new home functions as a “whole home system” with each component being an integral part necessary for the performance of the home as a whole. In order for your home to perform as designed, it will need maintenance from time to time.

This section of your manual is designed to provide you with some essential information to help you keep your home performing, feeling and looking like new for a long time. Those items that commonly need regular attention are listed and discussed in alphabetical order, as shown below. You are also welcome to contact our Customer Care Department when you have care and maintenance questions.

A

Air Conditioning (HVAC)
Appliances

B

Basements – where applicable
Bath Fixtures and Faucets
Bath Tile

C

Cabinets
Central Vacuum System
CFL Lighting
Concrete – Structural and Non-Structural
Countertops

D

Doors – Exterior/Interior
Drainage
Dryer Vent
Drywall

E

Electrical System
Exhaust Fans
Exterior Finishes

F

Fencing
Fireplaces
Flooring – Carpet, Tile, Vinyl, Wood,
Stone, Concrete

G

Garage Doors
Garbage Disposal
Gutters and Downspouts

H

Hardware
Heating System

I

Irrigation or Sprinkler Systems

L

Landscaping

M

Mirrors and Shower Doors
Moisture Control

P

Paints and Finishes
Pest Control
Phone Service
Plumbing

R

Roofing

S

Smoke Detectors
Solar Panels
Sump Pump

T

Trees

U

Utilities

W

Windows and Screens



Air Conditioning

The air conditioning and heating (HVAC) system in your home is professionally designed to provide year-round comfort. It requires annual maintenance like that recommended below to perform at its highest levels.

- Change or clean air filters regularly or seasonally, as per manufacturer recommendation. Keep all condensate lines clear and free of debris and insulation.
- Keep the area immediately surrounding exterior compressors free of debris so coils can function properly.
- Use a garden hose to remove dirt and dust from the coil surfaces for improved efficiency.

Helpful Homeowner Hint

Twice a year, pour a cup of bleach solution in the opening provided in the primary condensate line. This will help prevent mineral deposits and algae collection in the line. As always, refer to your manufacturer's recommendations for your climate and region.

Appliances

The appliances in your new home have been professionally installed and inspected for proper operation. With care and maintenance, they should operate efficiently and effectively. The manufacturer's user guides will be helpful, as they generally provide toll-free telephone numbers and website links that provide information on how to operate, clean and maintain your appliances. Appliances are commonly defined as refrigerator, oven, stove, dishwasher, vent hoods, microwave, clothes washer, clothes dryer, water heater, garbage disposal and solar panels.

Helpful Homeowner Hint

You can usually register your appliance manufacturer's warranty online or by completing the registration card found with the user guide.

Taking Care of Your Home - continued

Basements

Here are a couple of suggestions that will enable you to keep your basement dry and safe:

- Keep clear and easy access to the window egress well and the operable window; and
- Inspect the rock level outside the window egress well, and maintain the rock height at least six inches below the window sill. This will help prevent water flow over the sill.

Helpful Homeowner Hint

Make sure your sump pump is always ready for action. Test it twice each year and keep the area around it clear of debris. For more information, see Sump Pump Maintenance on page 81 of this section.

Bath Fixtures and Faucets (Also See Plumbing)

Take care to close faucets just firmly enough to shut off the flow of water. If you close them too forcefully, you may cut the washer, and washer replacement is your responsibility. A few simple habits will help to maintain both the appearance and good operation of your bathroom fixtures:

- Monitor the tightness of seals. Tight seals will help to prevent water intrusion into surrounding areas.
- Clean bath fixtures with approved non-abrasive cleaners to protect the finish and functionality.
- Wipe fixtures dry after each use to prevent water spots and mineral deposits.

Helpful Homeowner Hint

Occasionally remove the aerators from your faucets and rinse the screens and gaskets. This will ensure consistent water flow and pressure.



TUBS AND TOPS

A non-abrasive liquid or foam cleaner is all that is usually needed to maintain the beauty of your tub. Avoid using an abrasive cleaning agent or pad. Rinse the surface after cleaning.*

- Minor surface scratches may be buffed out with polishing compound and a buffer.
- If your tub has a whirlpool feature, use it on a regular basis to help prevent buildup in the water lines. Mineral baths and oils are not recommended for use with whirlpools.
- Use a spa and tub cleaner periodically to prevent residue in the whirlpool system. This product is available at spa and pool companies. Follow the instructions for cleaning whirlpool tubs.
- Polish your vanity top and/or shower walls at regular intervals with a non-abrasive liquid or Gel-Gloss. This will maintain the lustrous finish and make cleaning easier.

**Follow manufacturer's directions.*

Bath Tile

Regularly check the corners, seams and grout joints in the tile surfaces. This can prevent costly repairs in the future. These areas are easily maintained by simply:

- Using a tub and tile caulk, fill the seams and corners in the tub and shower areas on a regular basis;
- Inspecting the grout joints for cracks and pinholes and filling as necessary; Cleaning with everyday household cleaner and drying after each use; and
- Avoiding contact between tile and acids.

Helpful Homeowner Hint

Before touching up the grout or caulking, remove the existing product to ensure the proper thickness of the new grout or caulking.

Taking Care of Your Home - continued

Cabinet Care

In order to maintain the beauty and functionality of your cabinets, please observe the following maintenance requirements:

- Clean the surfaces regularly with the mild cleanser recommended for your specific cabinet finish;
- Do not allow water to collect near or around your cabinet surfaces;
- Dry your dishes and tableware thoroughly before storing them in cabinets; and
- Maintain caulking around sinks, appliances, and backsplashes so water doesn't seep into cabinets.

Helpful Homeowner Hint

Keep drawer guides and door hinges moving smoothly with a dry silicone spray.

Central Vacuum System

It's simple to keep your central vacuum system in shape.

- Keep the external hoses clear.
- Clean and empty the main canister as needed, generally three to four times annually.
- Clean the filter in the main canister each time it is emptied.

CFL (Compact Fluorescent Lamps) Lighting

Meritage Homes installs CFL bulbs in most of our homes. A CFL bulb uses less power and has a longer rated life that results in great savings! Be sure to replace CFL bulbs with a new CFL bulb to ensure you continue to save energy.

Helpful Homeowner Hint

CFL bulbs are not recommended for use with dimmers. See your manufacturer's recommendations for more details.

Concrete

The exterior concrete (sometimes called flatwork) around your home requires little, but consistent maintenance. Cracks in concrete materials are common and are not considered defects. Flatwork has expansion joints and control joints that are designed to help minimize cracking in these surfaces. Below are a few actions that may help minimize concrete cracks.

- Fill cracks with concrete caulking to prevent moisture from seeping below the surface.
- Avoid putting salt on your drives and walks during inclement weather as salt will deteriorate the finish of these surfaces.
- Driveways are not a part of your home's "structure" or foundation.

Helpful Homeowner Hint

Wash your flatwork periodically with a garden hose to remove airborne contaminants, such as dirt, salt, etc.



Note: The use of power washers may damage the finish.

Taking Care of Your Home - continued

Countertops

Follow these suggestions to maintain the luster of your countertops.

LAMINATE COUNTERTOP CARE

- Treat laminate as a soft surface to prevent scratching.
- Do not place hot items directly on the surface; use a trivet or hot pad. Laminate countertops can burn!
- Do not place wet, hot or steamy objects (such as a coffee maker or toaster) on the joints or miter corners of your countertop.
- Maintain caulking around sinks and appliances to prevent water damage.
- Treat edges of laminate tops with care. Damaged edges frequently lead to delaminating of the tops.
- Use paraffin wax (white candles) in miter joints (corners) every four to six months to avoid water seeping into and causing swelling of the particleboard.
- Clean laminate tops with liquid detergents only. Avoid using gritty, abrasive cleaners, especially on semi-gloss patterns. Absolutely no cutting or chopping on countertops! Use of a cutting board is highly recommended.

NATURAL STONE COUNTERTOP CARE

Natural stone surfaces are porous and may absorb liquids and stains rapidly.

- Wipe spills immediately.
- Use hot pads and coasters to avoid scratching the finish.
- Consult a professional to repair chips and scratches.
- Avoid using liquids containing acid or vinegar on these surfaces.

Helpful Homeowner Hint

Have these surfaces resealed according to manufacturer's recommendation, usually on an annual basis, to maintain their luster and prevent staining.

SOLID SURFACE COUNTERTOP CARE (e.g., Corian® or Tresca™)

- Use only non-abrasive, household cleaners.
- Remove stains with an ammonia-based cleaner.
- Do not use abrasive pads for cleaning.
- Consult a professional to remove scratches, burns and stains.

Helpful Homeowner Hint

If you have a solid surface sink, always run warm water in the sink prior to pouring boiling water in the sink to avoid cracks.

Taking Care of Your Home - continued

Doors

Your doors are both functional and aesthetic. They will require simple maintenance.

INTERIOR DOORS

- Use a dry silicone spray to lubricate the door hinges as needed.
- Maintain the paint and sealer on all six sides of the door to prevent warping.
- High humidity may cause doors to swell and become difficult to operate. You may reduce door sticking through increased use of exhaust fans, ceiling fans and your air conditioning systems.

EXTERIOR DOORS

- Lubricate door hardware with graphite lubricants. Avoid using oils, as they will gum up or freeze in colder climates.
- Inspect and maintain perimeter weather stripping to keep it pliable and prevent excessive air infiltration.
- Reseal or repaint the outside surface of the door on an annual basis. Doors facing south or west may require extra care.
- Maintain the paint or sealant and caulking on all six sides of all doors.
- Some threshold heights may be adjusted by using a screwdriver to prevent excessive air infiltration.

Helpful Homeowner Hint

To better protect your wood stained doors, use a good quality exterior grade sealer.



Drainage

The drainage patterns established around the perimeter of your home are designed to keep any incidental moisture away from your home's foundation. We have several suggestions to help you maintain proper drainage.

- Keep drainage swales or ditches free of debris.
- Do not install landscaping or trees in the drainage swales.
- Soil erosion can be controlled by landscaping, jute, straw and ground covers. If soil erodes, fill any voids with similar soil or sand.
- Soil erosion is the responsibility of the homeowner – inspect your yard after rain activity.
- Moisture levels around the foundation of your home are greatly impacted by your home site drainage pattern. Excessive moisture can lead to expansion, heaving and cracking of your driveway and your home itself. Damage caused to your or your neighbor's property due to improper drainage of your home site is not warranted by Meritage Homes.
- Do not alter the grade or the drainage pattern of your home site unless doing so in strict conformance with plans proposed by a qualified engineer.

Helpful Homeowner Hint

Seek professional advice about drainage impairment before adding a pool, patio, play structure, landscaping or other exterior improvements. Water infiltration damage and loss caused as a result of altering or impeding drainage patterns are the responsibility of the homeowner. It is not unusual to have standing water up to 48 hours after rainfall and up to 72 hours after a heavy downpour. With no additional rainfall, your yard should drain normally thereafter. Moist and soggy soils, depending on your region, may remain during inclement weather.

Taking Care of Your Home - continued

Dryer Vent

The dryer vent installed in your home requires annual maintenance.

It's important to prevent lint build-up in your dryer, as this becomes a fire hazard. Once a year, move your dryer from its normal operating location and inspect the vent. Clean the vent and return the dryer to its normal location.

Drywall

Interior walls and ceilings are built with quality drywall products that will, with proper care, last the lifetime of your home.

- Repair hairline cracks with latex caulk or spackling. Wait 24 hours before painting.
- To repair nail pops caused by settling, simply reset the nail head, spackle, let dry and paint.

Helpful Homeowner Hint

Drywall is not designed to support heavy objects. When hanging heavy pictures or fixtures, locate a stud or joist in which to place your hanger. Stud finders are inexpensive and can be purchased at home improvement and hardware stores.



Electrical System

The electrical system in your home has been professionally installed and inspected for proper operation. Electrical components require little care and maintenance. Should you experience electrical outages, please contact your service provider.

GROUND FAULT CIRCUIT INTERRUPTERS – Otherwise known as GFCI's or GFI's, are designed for safety and are generally installed in locations where moisture may occur. If you lose power in the bathrooms, kitchen, garage, or exterior outlets, you may have a "tripped" circuit. Look for a nearby outlet that has a test and reset button. Push the reset button and check the affected location for power. If the problem persists, contact a licensed electrician.

Helpful Homeowner Hint

GFCI/GFI plugs are not designed to carry the amperage required for appliances such as freezers and refrigerators. Never plug appliances into these plugs, as you may trip the circuit and unintentionally defrost contents. Loss of contents and/or damage to your appliances is the responsibility of the homeowner.

ARC-FAULT CIRCUIT INTERRUPTERS – These are generally installed in bedrooms to help prevent electrical fires. These devices are activated when a faulty or pinched cord or faulty small appliance is plugged into the circuit. If you lose power in a bedroom, first open the circuit breaker panel and reset the breaker labeled "bedrooms." If the problem persists, unplug lamps, clocks and other devices that might cause circuit interruption and consult an electrician.



Note: Powerful vacuums (like a Dyson®) may trip Arc-Faults located in your bedrooms. When possible, we recommend plugging your vacuum into a hallway outlet.

Taking Care of Your Home - continued

Exhaust Fans

Exhaust fans help remove excess moisture that could be harmful to your home. Blades and filters require periodic cleaning to perform properly.

- Always turn off any fan before attempting to clean it.
- Clean the fan filter regularly.
- Clean the blades as needed by unplugging the fan or turning it off, removing the filter cover and wiping the blades with a damp cloth.
- Use your exhaust fans when cooking to remove smoke and odor.

Helpful Homeowner Hint

Use your exhaust fans during activities that involve hot or boiling water, such as showering and cooking. Removing excess moisture from the air is important in maintaining the integrity of building materials and preventing mold growth. Some microwaves, when installed over a cooktop, have fans built into them. In some cases, these fans may not be vented to the exterior of your home.



Exterior Finishes

Exterior finishes such as brick, stone, stucco, siding and paint enhance the overall beauty and curb appeal of your home. The following information will help you protect the beauty of your home's exterior.

BRICK/STONE: The brick and stone on your home is extremely durable and requires little maintenance.

- Remove any vines or shrubbery that may be attaching to the brick or stone surfaces. Plant life retains moisture and may cause damage to brick and stone.
- Keep weep holes free and clear at all times. Clogged weep holes can result in damage to your home's weather barriers.
- Wherever brick or stone transitions to other materials, the joint should be sealed with an approved exterior sealant. Check and repair this annually.
- Mortar around your brick or stone may crack — this is normal. Simply fill the mortar with new mortar or grout.

STUCCO: Stucco provides a durable finish to your home's exterior.

- Spraying pesticides and herbicides directly to stucco surfaces may discolor and damage them.
- Cracking of stucco is common and not considered a defect. Repair cracks with an approved sealant. Wait 24 hours before applying paint. Be advised that paint touch-ups may not match – stucco coloring will fade over time from exposure to the elements.

Helpful Homeowner Hint

Stucco should be cleaned periodically (with low-pressure hose) to remove airborne dirt and pollen.

Taking Care of Your Home - continued

SIDING: The siding on the exterior of your home is easy to maintain.

- Keep sprinklers from spraying directly onto the siding surface.
- Direct your downspouts away from these surfaces.
- Maintain caulking at joints, corners, windows, doors and pipe penetrations.

Helpful Homeowner Hint

Avoid use of power washers to clean these surfaces. The high pressure may cause damage to your siding.

PAINT: Exterior paint adds personality and protection to the materials used to construct your home.

- Inspect exterior paint annually for flaking, peeling, and bubbling. Repair as needed.
- Scrape, fill and sand affected areas before applying fresh paint.

Fencing

In many Meritage communities fencing is installed around the perimeter of the rear yards. Fencing materials vary by region and according to architectural design. Materials used to construct fencing vary and include wood, wrought iron, masonry, concrete block and in some cases, aluminum. Where applicable, fencing is installed according to local municipality guidelines. In most cases, Meritage Homes warrants that your fencing will perform as intended during normal weather conditions for a period of one year. Common fencing, portions that are shared by you and your neighbor, are not warranted by Meritage Homes, but are the shared responsibility of you and your neighbor. High winds, storms and acts of God may cause damage to your fence that is outside the Warranty.

WOOD FENCING: Meritage Homes does not treat or seal wood fencing. Over time, fencing may crack, bend, warp, splinter and deteriorate due to weather conditions such as rain and sun. It's recommended that you treat your wood fencing with a waterproof sealant as per manufacturer's recommendations, to extend the life of your wood fence. Moisture is a big culprit and could lead to mold, rot and deterioration of your wood fence. Be sure to maintain your yard's drainage, don't overwater your lawn, and keep your grass height low around your fence and posts.

CONCRETE BLOCK AND MASONRY FENCING: Concrete block and masonry fencing can and will absorb moisture. Just like wood fencing, it is important to manage your yard's drainage pattern and ensure irrigation or sprinkler systems are properly programmed to avoid excessive water running to or settling along your fencing.

Helpful Homeowner Hint

Efflorescence is a temporary surface condition that causes a white chalky substance to form on concrete products. Efflorescence is a normal process, but in the event it appears excessive, you or your neighbor may need to review your watering pattern. Allowing water to pond around your concrete block and masonry fences can undermine your fence's foundation, causing damage and possible safety concerns. Block walls and masonry materials such as brick are made with concrete that over time may develop a crystalline or powdery deposit on the surface. This is the process of efflorescence and is caused by water seeping through the wall/fence. The water evaporates, leaving dissolved salt on the surface that can be scrubbed off or allowed to naturally subside with the weather.

Taking Care of Your Home - continued

Fireplaces

A fireplace adds beauty, ambiance and warmth to your home. Proper maintenance of all fireplaces, whether fueled by wood, gas, or electricity, is important to your family's safety. Please follow the manufacturer's instructions provided with your fireplace for proper maintenance.

- Never burn anything in a gas fireplace! Gas fireplaces are not intended to burn wood or any other debris.
- Inspect your fireplace(s) twice each year. Open the damper before starting a fire.
- Burn only firewood in wood-burning fireplaces. Synthetic fireplace logs may cause hazardous chemical build-ups in your chimney.

Helpful Homeowner Hint

Always close the damper after using the fireplace to prevent the conditioned air in your home from escaping through the chimney.

Flooring

Floor coverings provide comfort and create a backdrop of color for your home. The care and maintenance tips listed below will help prolong the life of the following floor coverings.

CARPET: With regular cleaning and maintenance, your carpet will be attractive and durable for years to come.

- Always clean stains immediately with a manufacturer-approved spot-remover.
- Have your carpet cleaned by a professional annually to remove deep-down dirt.
- Protect your carpet from direct sunlight to prevent aging.

Helpful Homeowner Hint

Weekly vacuuming prolongs carpet life and prevents pile crushing that can reduce durability.

TILE: Tile floors are generally very durable and easy to clean and maintain.

- Sweep or vacuum before cleaning to remove abrasive particles that could damage your tile.
- Clean using mild, non-oil based cleanser – avoid vinegar and other acidic cleaners.
- Repair flaking or cracked grout lines on an as-needed basis.
- Use protective pads on furniture to protect tile glaze.
- Remember that tiles may chip or break if hit by heavy objects.
- Tile floors may vary in color and appearance.

VINYL: Vinyl floors are extremely durable. Use the suggestions listed below to maintain luster and durability.

- Remove spills immediately.
- Use caps under furniture legs to protect the floor.
- Avoid dragging or rolling objects across the floor.
- Buff floors lightly with vinyl dressing if they lose their sheen.
- Rubber mats will discolor vinyl flooring – we suggest the use of fabric or other natural rugs.

Helpful Homeowner Hint

High-heel shoes exert tremendous pressure and may cause indentations on soft surfaces like vinyl and wood.

Taking Care of Your Home - continued

WOOD: Wood floors add warmth and long-lasting aesthetic value to your home. With proper care and maintenance, your floors will be pleasing for years to come.

- Water can damage wood floors, so avoid damp mopping or other use of water.
- Direct sunlight can also affect the color of your floors, especially cherry wood.
- To avoid scratching, protect your wood floors from dirt and sand by vacuuming, sweeping, or dust mopping regularly.

Helpful Homeowner Hint

Keep your pets' toenails trimmed to minimize scratching of your wood floors. Remember, high heels exert a great deal of pressure that can scratch and dent wood flooring.

STONE: Natural stone has an elegant and stately appearance. Most natural stone will vary in color and pattern. This is a distinctive part of stone's character and adds to its appeal.

- Although a popular choice for bathroom floors, polished stone can be slippery when wet.
- Marble, travertine, and other types of soft stone must be kept well sealed or they may stain; apply a sealer made for natural stone.
- Sweep or vacuum before cleaning to remove abrasive particles that could damage the floor. Avoid cleaning products containing acid or vinegar.



Garage Doors

Garage doors provide both convenience and security, and operate best with regular maintenance. Follow the manufacturer's user guide for maintenance instructions.

- Have your door professionally inspected for proper alignment and wear.
- Check cables, rollers and hinges for wear.
- Use a dry silicone spray monthly to lubricate all moving parts, reduce noise and improve operating efficiency. (Refer to manufacturer's recommendations before attempting to lubricate automatic door openers.)
- Do not alter the door, as that may cause the door or operational components to fail.
- Installation of aftermarket garage door openers may void your garage door warranty. Please consult your Customer Care Manager for details regarding aftermarket installations and their possible effect on existing warranties.

Garbage Disposal

The garbage disposal makes kitchen clean-up easy.

- Always run cold water before and while using the disposal. Water acts as a lubricant for the disposal parts.
- Insert foods loosely to prevent jamming.
- If the disposal jams, use an Allen wrench on the underside of the unit to manually turn the blades and loosen food particles before turning it on again.
- The disposal has an internal circuit breaker. If the disposal fails to activate, locate the button on the bottom of the disposal and press to reset.

Taking Care of Your Home - continued

Gutters and Downspouts

Gutters and downspouts direct water away from your home. To ensure proper diversion, follow these suggested maintenance tips:

- Clean leaves, branches and debris from gutter troughs at regular seasonal intervals.
- Direct downspouts away from your home so that water moves away from exterior surfaces.

Hardware

Door locks and hardware generally require little maintenance.

- Doorknobs can become loose after repetitive use. Simply use a screwdriver to tighten loose screws.
- Lubricate door hardware with graphite lubricants. Avoid using oils as they will freeze in colder climates.

Helpful Homeowner Hint

Keep release pins for interior doors in a handy location in case a door is locked accidentally and you need to open it quickly.



Note: Failing to inspect and clear debris from your gutters may result in damage to your home's exterior, flatwork, driveway and landscaping that can void portions of the warranty related to those items.



Heating System

Your home is equipped with an energy-efficient heating system. To keep the system functioning properly:

- Clean furnace and air handlers annually;
 - Have your system professionally maintained annually; and
 - Replace system filters per manufacturer's recommendation. Solar-powered systems require monthly inspection and yearly replacement of filters.
- Refer to your solar manufacturer's recommendations.

Helpful Homeowner Hint

Test your heating system each year before you need it. When the system is operated for the first time, oils used in the manufacturing process may burn off and may cause some smoke inside your home. This may cause your smoke detectors to activate. Simply open a few windows and operate the ceiling fans to expel the smoke and the detectors should automatically turn off.

Irrigation or Sprinkler System

The irrigation system helps keep your yard beautiful year round. If Meritage Homes installed an irrigation system or landscaping in your yard, you should follow the suggestions set forth below to keep your system operating smoothly.

- Keep sprinkler heads facing away from your home.
- In cold climates, winterize your system by turning the controller off and draining the pipes. When springtime comes, don't forget to activate the master valve.
- Inspect monthly for damaged sprinkler heads.
- Adjust your irrigation system's frequency and volume, to match the season and maturity of your landscape.
- Weather Sensing Irrigation (A green energy-efficient feature.) Weather sensing irrigation is an effective tool to conserve energy and water. Rain sensors are designed to detect moisture in the ground and interrupt an irrigation cycle during a rain event. Other than normal inspections of sprinkler heads and operation, no further maintenance is required.

Taking Care of Your Home - continued

Landscaping

Proper watering is critical to the life of your landscaping. If your landscaping was installed during the Fall or Winter months, some plants may be in their “dormant cycle” and appear dead. These plants need care through the dormant stage, so they may emerge from dormancy in the spring.

- Take care to ensure that water does not pond, causing root rot.
- Prune shrubs annually to promote healthy growth and prevent overgrowth.
- It’s important to space plants in your yard so they have ample room to mature.

Helpful Homeowner Hint

Be aware of the drainage patterns in and around your yard. Adding landscaping, edging or trees in drainage swales may interfere or prevent the flow of excess water away from your home. Ponding water may invite unwanted pests!

Plant all shrubs at least four feet away from your home’s foundation. As the shrubs grow, you won’t see the extra space – and your home will have better air circulation. Larger shrubs should be given even more space. Trim trees and shrubs to prevent overhanging onto the roof of your home.



Note: Landscape guidelines vary by region and community. Rules and regulations are set forth in the community Covenants, Conditions and Restrictions. They are managed by homeowners associations and must be adhered to where applicable. Please refer to your Covenants, Conditions and Restrictions for more specific information regarding landscape guidelines in your community.



Mirrors and Shower Doors

Once installed, shower doors and mirrors require little maintenance besides cleaning and occasionally tightening a screw. You can easily take care of these problems.

- To minimize soap-scum buildup, use a squeegee to clean the glass after you shower. Also clean the glass regularly with a cleaner specifically designed for bathroom surfaces.
- To avoid unsightly hard-water stains, clean the glass regularly with a non-abrasive cleaner. Don't use an abrasive-type sponge; it may cause damage.
- Clean all mirrors and glass surfaces with a bathroom cleaner for glass.
- Shower/tub enclosures are sealed with caulk between the metal sill and the tub or shower pan. Your routine maintenance should include visually inspecting these seals. When necessary, replace the old seal by removing old caulk or silicone and applying a new bead of caulk or silicone.

Helpful Homeowner Hint

If you see mildew, use a cleaner that contains a mildewcide, or simply sponge on a 50-50 solution of water and bleach and allow it to sit for 15 minutes, then rinse well. You should always protect your hands with rubber gloves when working with mildewcide or bleach.

Moisture Control

Molds are part of the natural environment. Outdoors, molds play a part in nature by breaking down dead organic matter such as fallen leaves and dead trees, but indoors mold growth should be prevented. Molds reproduce by means of tiny spores; the spores are invisible to the naked eye and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet and have necessary organic material (either in the finish material or dust and dirt on the surface) to "feed" them. There are many types of mold, and none of them will grow without water or moisture.

Taking Care of Your Home - continued

MOISTURE CONTROL IS THE KEY TO MOLD CONTROL. MOLD DOES NOT ALWAYS INDICATE A DEFECT OR WATER INTRUSION!

When water leaks or spills occur indoors – act quickly! If wet or damp areas are dried within 24-48 hours from the time a leak or spill happens, in most cases, mold will not grow. Prevent high indoor humidity! If possible, keep indoor relative humidity below 60 percent, ideally between 30 and 50 percent. Relative humidity can be measured with a moisture or humidity meter, which is a small, inexpensive instrument, available at many hardware stores. Run the bathroom fan or open the window when showering to prevent excess moisture buildup. Use exhaust fans or open windows whenever cooking or running the dishwasher.

If you see excessive condensation or moisture collecting on windows, walls or pipes, ACT QUICKLY to dry the wet surface! Find the humidity or moisture source while increasing exhaust, ventilation, or the supply of heated or conditioned air if possible. During extreme exterior weather temperatures, it is normal to experience some buildup of condensation.

Perform routine maintenance as outlined in this section to prevent moisture buildup and intrusion both inside and outside of your home.

Exterior:

- Control debris and ensure unobstructed drainage on the roof, gutters, and in the yard surrounding your home.
- Maintain the weather-tightness of the exterior surfaces and openings of the home.



Note: Mold may cause staining and cosmetic damage. It may not be possible to clean some items. If the original appearance of the item is damaged and will not come clean, then it should be discarded. If the damage to the home's interior finishes or articles are significant, consult with a specialist in water damage restoration and remediation. Be sure to ask for and check references. Look for specialists who are affiliated with professional organizations.

Interior:

- Keep air conditioning drip pans clean and the drain lines unobstructed and flowing properly.
- Monitor and maintain plumbing fixtures, tubs, showers and related tile areas for leaks. Check caulking and repair or replace as necessary.

Helpful Homeowner Hint

Clean regularly, and keep interior surfaces such as window ledges clean to prevent aiding any moisture buildup from supporting mold growth. Scrub mold off hard surfaces with detergent and water, and dry completely.

Paints and Finishes**Interior:**

The paint applied to walls and woodwork in your house should provide years of service if you care for it properly. Enamel is typically found on kitchen and bath walls, in closets, and on woodwork, and can be washed gently with soap and warm water. Other walls throughout the house are generally flat finish latex and should not be washed.

Helpful Homeowner Hint

Since paint touch-up due to normal wear and tear is not warrantable, we have provided touch-up paint for you.



Note: Meritage Homes will not replace or reimburse expenses related to custom paints and wall coverings provided by others if they are affected by necessary warranty repairs. Keep those contractors' numbers handy should you require repair or replacement.

Taking Care of Your Home - continued

Exterior:

Clear finishes on exterior surfaces, such as wood entry doors, diminish with age and should be reapplied as part of your regular maintenance schedule using exterior grade products.

It is normal for paints and stains to fade or discolor over time due to weather and sun exposure. Normal wear and tear and damage caused by acts of nature or severe weather may affect exterior paint, caulking, or other exterior surfaces.

Repainting After Repair Work – Interior and Exterior

If repainting, staining or refinishing is necessary following any warranty work we perform, we will do our best to match your existing paint but cannot guarantee a perfect match. Where repairs affect more than 50% of an area, we will repaint the entire area.

Helpful Homeowner Hint

Grout or caulking replacement is considered homeowner maintenance. Inspecting all caulk and grout inside and outside (baths, sinks, countertops, wall seams, tile, windows, beams, etc.) for shrinking, peeling and/or cracking on a regular basis will help prevent problems. Always remove the old caulking before you re-apply fresh caulking. Your Customer Care Manager will be happy to demonstrate grout or caulk application for you.

Pest Control

Insects and pests are common to all regions. New home construction frequently disturbs native insects, so you may want to consider using routine pest control once you have closed escrow. Some specific insects may have a greater impact on the maintenance of your home. For example, in many regions we may have treated your slab and/or soils for termites. Termites in particular can cause damage to your home that may result in substantial out-of-pocket expense. We highly recommend professional inspection and treatment. Pest control is your responsibility as a homeowner.

Phone Service

We have wired your home for phone service; however, you must arrange for the phone company to make the final connection to the phone company's facilities.

Helpful Homeowner Hint

As soon as you have a firm closing date, contact your local phone company to activate service.

Plumbing (Also See Bath Fixtures and Faucets)

As your builder, we will assume the responsibility for clogged sewers, fixtures, or drains for a period of 90 days if they are the direct result of defective construction or workmanship – but you will be responsible for any clogs caused by misuse.

FROZEN PIPES / HOSE BIBS – Water in exposed pipes can freeze. Remember to protect your exterior pipes during cold weather. If you have a sprinkler system, you may need to turn it off, as well as drain it during periods when temperatures are at freezing levels. Remove all garden hoses and splitter devices before your first freeze and store them indoors.

Helpful Homeowner Hint

Remember to protect your exterior pipes in cold weather, and if you will be away from home, maintain the interior of your home to a minimum of 65 degrees. Damage as a result of weather, acts of God or due to a lack of maintenance are not warranted by Meritage Homes.

LEAKS – If your washing machine, dishwasher, or other water-using appliance appears to leak, check first to be sure the drain is not clogged. Sometimes a partially clogged drain can cause an overflow.

NOISY PIPES – Sounds made by water flowing through the pipes and pipe expansion are normal. Rattling or “hammering” of piping when water is shut off is not.

Taking Care of Your Home - continued

TOILET – Toilets are for waste and toilet paper ONLY. Putting anything else in the toilet may cause clogging and drain problems and will be your responsibility. It's best to first try a household plunger quickly when you have a clog. This will often solve the problem and eliminate the need to call a third party.

Toilets do require occasional homeowner maintenance. Certain components of the toilet such as wax rings, flanges, flappers and washers will require replacement during their lifetime. A leaking or noisy toilet may indicate it's time to inspect, adjust or replace parts. Damage to your flooring, drywall, plumbing and the toilet itself can result if an issue is left unattended. Chemically treated water and chlorine tabs can contribute to the failure of your toilet. Reminder – routine maintenance is your responsibility.

WATER MAIN SHUT-OFF VALVES – In case of a plumbing emergency, turn the main water valve "off" before calling emergency service. Each home has its own separate main water shut-off valve. Each plumbing fixture, such as toilets and sinks, also has a shut-off valve. It is important to locate these valves during your Homeowner Orientation. You may also shut off your main water supply at the meter.

WATER HEATER – Your water heater has a pressure relief valve that relieves excess pressure in the tank during variations in water temperature. When the relief valve is operating, the tank may appear to be leaking; actually it may be merely releasing excess pressure. Water heaters normally collect a small amount of dirt and scale in the tank bottom. You should flush your tank every six months using the hose connections at the bottom of the tank per manufacturer directions.

WATER HEATER (GAS UNIT) – The pilot light in the water heater may extinguish due to a drop in gas pressure or dirt in the gas main. Refer to the manufacturer's recommendation for re-lighting the pilot and water heater settings.

Roofing

Your roof requires minimal maintenance. All roof types, including shake, shingle and concrete tiles, fare very well in rain, snow and sun exposure. Listed are a few important tips to help you protect your roof.

- Keep all trees trimmed so they do not touch your roof to avoid a build-up of debris on the roof.
- Remove any debris that builds up in your downpour spouts and/or rain gutters with tools designed specifically for such a task.
- When roof shingles are missing or torn, the interior of your home is vulnerable to water damage. Weakened shingles or tiles may be easily blown off, torn or lifted by wind gusts. Roof damage will get worse with time. If you discover a problem, take steps to repair the damage immediately.

Meritage warrants, for a period of one year, standing water, leaks, lifting and curling seams on your roof to the extent caused by defects in material or workmanship. Acts of God or homeowner-caused issues are excluded. Please refer to the warranty section for details. Color variations in roofing material are common and are to be expected due to weather exposure or dye lots. Variations in roofing materials are not covered by the Warranty.

Taking Care of Your Home - continued

Solar Panels

Solar panels can be explained in very technical terms, but the basic idea behind a solar panel is to convert sunlight into electricity that is used to light, heat, cool and some systems may even power your home and appliances. All solar systems which may be installed by Meritage Homes are additionally designed to work in unison with your home's existing major mechanicals to heat and cool your home or heat your water supply.

It is anticipated that virtually no maintenance to panels is required other than occasionally hosing off your panels with a water hose as needed. Although the solar panels' glass is tempered, they can crack when exposed to extreme temperature variances. Be careful not to hose them down when the weather is too warm or too cold. Changing the filter once a year is also required to maintain your solar system properly. **Solar panels are considered an appliance and therefore warranted directly by the manufacturer and not by Meritage Homes.** Your home's major mechanicals (HVAC, electric, plumbing, etc.) maintain their two-year warranty with Meritage Homes.

Smoke Detector Alarms

Other than these two helpful tips, smoke detectors are virtually maintenance-free.

- Test your smoke alarms at least once a month. All smoke alarms have a test button to check the alarm and its sensitivity (how much smoke it takes to set it off). If the testing mechanism does not work properly, replace the alarm immediately. Never use open flame devices to test an alarm.
- Check batteries and replace them as needed, or at least twice a year. Smoke detectors are warranted directly by the manufacturer.



Note: Most solar systems installed by Meritage Homes offer an online management tool. This tool requires that you have and maintain Internet service. Refer to your solar system's manufacturer's manual for more information regarding maintenance, operation and warranties.

Sump Pump

Sump pumps have screens or openings where water enters the pump. These sometimes get clogged and require cleaning. It is recommended that the sump pump be cleaned by a qualified professional. However, you can pour white vinegar through the unit to help eliminate build-up in the system. Some manufacturers recommend the sump pump be tested every two to three months and others recommend that a yearly cleaning be completed before the rainy season hits. If you follow the maintenance guide given by the manufacturer, your sump pump should last a very long time.

Below are tips regarding sump pump maintenance.

- Fill the sump pit with water to make sure the pump is working properly.
- Go outside to check that the pump is actually discharging water (sometimes the pump will run and not pump any water out).
- Check that the operation of the float is not restricted.
- Clean the air hole in the discharge line.
- Listen for any strange noises coming from the motor.
- Replace the battery on the back-up sump pump every two or three years.



Note: Refer to manufacturer's recommendations for cleaning instructions. If your sump pump should fail to operate per the manufacturer's specifications within one year of your closing date, we will correct or repair it.

Taking Care of Your Home - continued

Trees

You should consider the following tips when selecting trees for your home.

- Tree root systems can spread two to three times wider than the height of the tree. Roots will grow where moisture and oxygen are available. As a result, most of the tree's fine absorbing roots are in the top 12 inches of the soil.
- Choose your trees wisely. Trees can eventually grow rather large and may even encroach upon your neighbor's yard. Refer to your local Homeowners Association Guidelines and CCR's when applicable.
- If your home is equipped with solar panels, be sure to keep trees trimmed away from your panels. Blocking solar panels can decrease the system's energy output.
- Place your trees so they will be located safely away from your foundation at their mature size – at least 20 feet from your home. Tree roots and branches that are too close to your home can cause damage.

Helpful Homeowner Hint

Water deeply and slowly, so the water can saturate down to the tree's root system. Watering for short periods of time will only encourage shallow root development, which can actually lead to more severe drought damage. Water sufficiently to moisten the critical root zone to a depth of 12 inches. Be careful! Shallow root systems can cause your tree to uproot during high winds and storms. Meritage Homes does not offer a warranty for landscaping. However, many of our landscape subcontractors offer a limited warranty. Consult with your Community Team for details.



Utilities

Please consult with your Community Sales Associate for the names of your community's utility providers. Please understand that we have no control over any utility company's service or rates.

Windows and Screens

Regular cleaning is about all it takes to keep your windows operating smoothly – just keep the tracks, channels and operating mechanisms clean and lubricated.

- Use dry silicone spray to lubricate window tracks once a year.
- Vacuum window tracks, including sliding glass doors, regularly. Bug screens can be easily removed to clean windows.
- Inspect and maintain the exterior caulking/sealant around your windows to prevent water intrusion.
- Some infiltration around the windows is normal, especially during high winds and heavy driving rains. Windows are neither airtight or watertight.

Taking Care of Your Home - Easy Reference Year 1

Maintenance Items	Months After Closing													
	1	2	3	4	5	6	7	8	9	10	11	12		
Caulk - check and maintain caulk seals between countertops, walls and laminate seams	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Monthly
Furnace - replace return air filters	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	2 Months
GFI receptacles - test breaker	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	3 Months
Smoke detectors - test, clean and replace batteries as needed	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	6 Months
Ceramic tile and marble - check and maintain grout/caulk joints at all wet areas as well as shower surround seals/joints	✓	✓	✓	✓	✓	✓		✓		✓		✓		Yearly
Exterior doors - adjust thresholds			✓			✓			✓			✓		
Gutters - clean downspouts and roofs, remove all debris			✓			✓			✓			✓		
Overhead garage door and track - silicone all moving parts			✓			✓			✓			✓		
Range hood charcoal filter - check/replace as needed			✓			✓			✓			✓		
Tub/shower pan and sinks - maintain caulk seal and hand-tighten pipes at traps under sinks			✓			✓			✓			✓		
Air conditioning and heating system - inspect, clean and service by a professional						✓						✓		
Dryer exhaust vent system - check connections, blockage, etc.						✓						✓		
Exterior caulk - verify all seals are intact and functioning properly and reseal						✓						✓		
Landscape - inspect and maintain the flow of all swales, culverts and drainage inlet/outlets						✓						✓		
Main water shut-off - verify accessibility and that it is functioning properly						✓						✓		
Washing machine hoses/connections - check for cracks, dry-rot, drips, etc.						✓						✓		
Windows - silicone track to aid in ease of operation						✓						✓		
Brick weep holes - clean and make sure they are clear												✓		
Exterior paint and caulk - assess paint and caulk on siding and repaint and re-caulk as needed												✓		
Furnace flue - inspect and clean: use a qualified expert												✓		
Insulation - check to confirm that it is intact, and that all heating and air conditioning supply lines are secure												✓		
Overhead garage door track - tighten all nuts and bolts												✓		
Change solar panels' air filter												✓		

Winter Maintenance Disconnect hose and protect all exterior hose bibs from freezing.

Summer Maintenance Verify air conditioner condensation line is flowing freely while air conditioner is running. If you have a second floor air handling unit that is equipped with a float switch or overflow pan, verify that these items are clear of obstructions and are functioning properly.

Note: Carpet should be vacuumed weekly and professionally cleaned per manufacturer's recommendations. Do not use chemicals.

Taking Care of Your Home - Easy Reference Years 2-5

Maintenance Items	Year 2	Year 3	Year 4	Year 5+
Caulk - check and maintain caulk seals between countertops, walls and laminate seams	Monthly	Monthly	Monthly	Monthly
GFI receptacles - test breaker	Monthly	Monthly	Monthly	Monthly
Smoke detectors - test, clean and replace batteries as needed	Monthly	Monthly	Monthly	Monthly
Furnace - replace return air filters	2 Months	2 Months	2 Months	2 Months
Ceramic tile and marble - check and maintain grout/caulk joints at all wet areas as well as shower surround seals/joints	3 Months	3 Months	3 Months	3 Months
Exterior doors - adjust thresholds				
Gutters - clean downspouts and roofs, remove all debris				
Overhead garage door and track - silicone all moving parts				
Range hood charcoal filter - check/replace as needed				
Air conditioning and heating system - inspect, clean and service by a professional	6 Months	6 Months	6 Months	6 Months
Dryer exhaust vent system - check connections, blockage, etc.				
Exterior caulk - verify all seals are intact and functioning properly and reseal				
Landscape - inspect and maintain the flow of all swales, culverts and drainage inlet/outlets				
Tub/shower pan and sinks - maintain caulk seal and hand-tighten pipes at traps under sinks				
Washing machine hoses/connections - check for cracks, dry-rot, drips, etc.				
Windows - silicone track to aid in ease of operation				
Brick weep holes - clean and make sure they are clear				
Exterior paint and caulk - assess paint and caulk on siding and repaint and re-caulk as needed				
Furnace flue - inspect and clean: use a qualified expert				
Insulation - check to confirm that it is intact, and that all heating and air conditioning supply lines are secure				
Main water shut-off - verify accessibility and that it is functioning properly				
Overhead garage door track - tighten all nuts and bolts				
Change solar panels' air filter				

-  Monthly
-  2 Months
-  3 Months
-  6 Months
-  Yearly

Winter Maintenance Disconnect hose and protect all exterior hose bibs from freezing.

Summer Maintenance Verify air conditioner condensation line is flowing freely while air conditioner is running. If you have a second floor air handling unit that is equipped with a float switch or overflow pan, verify that these items are clear of obstructions and are functioning properly.

Note: Carpet should be vacuumed weekly and professionally cleaned per manufacturer's recommendations. Do not use chemicals.



Please visit meritagemanual.com/home-care for complete information.





Warranty Information

Questions about the warranty coverage and process? A handy reference can be found [here](#).

Warranty Information

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III. Performance Standards - continued

- Section 16** Windows
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IV. Appendices

- A.** State-Specific Addenda – Arizona (applicable only if your Home is located in Arizona)
- B.** State-Specific Addenda – Colorado Concrete Addendum (applicable only if your Home is located in Colorado)
- C.** Product Addenda – Arizona, Florida, Nevada, and Texas (applicable only if you have purchased an attached Home such as, but not limited to, town Home and condominium residences).

I. Introduction

This introduction provides a general overview of the New Home Warranty & Protection Plan, (the “Warranty”) provided by the Meritage Homes entity from which the applicable Home was purchased (“Meritage”) to you (the “Homeowner”). Initially capitalized terms used and not otherwise defined herein have the meanings given such terms in the New Home Purchase Agreement pursuant to which the Home covered by the Warranty was purchased by the original owner (the “Contract”).

Home

In general, the Warranty is Meritage’s commitment to you, the Homeowner, that materials and workmanship are warranted for one year from the time of closing; mechanical systems such as heating, air-conditioning, electrical and plumbing are warranted for two years from closing; and structural elements of the Home are warranted for ten years from closing. Some appliances, equipment and other components included in the Home are not warranted by Meritage, but are covered by separate warranties provided by the manufacturer or supplier. Manufacturer and supplier warranties are assigned to the Homeowner by Meritage at the time of closing.

The Performance Standards, set forth in Section III, detail the standards that Meritage will apply in servicing your new Home under the Warranty and some of the responsibilities you have as the Homeowner with regard to the care, upkeep and preventative maintenance of your new Home. We ask that you take the time to read the Performance Standards to ensure you have a clear understanding of both our obligations to you and also your obligations regarding the care of your new Home. Please note that you are obligated to follow all maintenance obligations and schedules set forth in your Making Ownership Easy Manual (“Homeowner’s Manual”), as well as all other commonly accepted maintenance practices. In the event of any inconsistency between the Warranty and the Performance Standards, the terms and conditions of the Warranty will govern and control.

If your Home is located in the states of Arizona or Colorado, you will also want to note the attached addendum for that state.

Warranty Information

A. Your Home, Your Warranty and You

At Meritage, we view your Warranty in terms of what you, our customer, have a right to expect. Most of the materials used in the construction of your Home will last a long time if properly maintained, although none of them will last forever. You can prolong the life of your Home through regular maintenance appropriate for the types of materials used in your Home. It's our goal to provide information that will help you understand the care and maintenance that your Home needs, but the ultimate responsibility for taking proper care of your new Home is yours. The maintenance section of your Homeowner's Manual will provide most of the information you need to provide appropriate preventative maintenance.

B. What You Can Expect from Your Home and Your Warranty

You, the Homeowner, can expect the following, in terms of the construction of your new Meritage Home:

- 1. FOUNDATION MOVEMENT** – Your Home has been built with a foundation engineered to withstand anticipated movement, based on known soil conditions in the area. Minor foundation movement is common and should be expected, but your foundation should not move to the extent that it causes major structural problems during the Warranty period.
- 2. CONCRETE SURFACES** – The concrete surfaces in your Home should fulfill the functions for which they were intended without excessive settlement, cracking or secondary damage.
- 3. STRUCTURAL INTEGRITY** – Because Homes are constructed by man using a variety of materials, certain tolerances are necessary. Unacceptable tolerances are defined in the detailed Performance Standards set forth in Section III below.
- 4. INTRUSION OF THE ELEMENTS** – Your Home should be free of leaks. Exceptions might occur such as when extreme weather conditions might drive rainwater into vents, windows or under doors. However, under normal circumstances, your Home should protect you from the intrusion of the elements.
- 5. MECHANICAL SYSTEMS** – Mechanical systems, installed in your Home to provide power, water, treated air, ventilation and waste disposal, are warranted for a period of two years. With proper maintenance and care, these systems should provide years of service.
- 6. FINISHED SURFACES** (flooring, counters and cabinets) – Finished surfaces should maintain uniform or characteristic appearances for a reasonable period of time if cared for properly.



C. Some Best Practices for Maintaining Your Home

1. DRAINAGE – Your Home and Home site were designed with a particular drainage pattern that directs water away from the foundation. You should not make any changes, alterations or improvements that could interfere with the drainage pattern without consulting a licensed landscape architect or civil engineer. You are responsible for maintaining drainage and swales of the home site. At no time should water be directed to flow toward the foundation, or permitted to pond near the foundation. Flower beds, planters and other landscaping should be properly maintained to ensure that water drains away from the foundation because any water ponding near the foundation can be a source of structural problems. If you modify any grades and swales with additional grading, plantings, concrete or any other obstructions, you will thereafter be solely responsible for any damage and issues caused or contributed to by the modified grading and drainage conditions. Improper drainage of the site occurs when there is standing or ponding water within 10 feet of the foundation beyond a 24-hour period (48 hours in swales) with no additional moisture or rainfall. If you add a pool, patio, landscaping, hardscape or make any improvements such as landscaping or additions, Meritage will no longer be responsible for drainage. In some cases, moist, soggy soil without standing water may be normal in the overall drainage plan. Proper maintenance and management of landscaping and of irrigation systems (sprinklers) play a crucial role in ensuring ponding water and soggy soils are minimized. Failure to adjust water cycles and repair or replace broken sprinkler heads can result in excess water runoff, causing overwatering of vegetation, muddy areas, soggy soils, erosion of soils and swales, rot, damage to existing structures such as fencing, and possible drainage issues that could undermine your Home's foundation or lead to upheaval and cracking of existing concrete driveways and other concrete surfaces.

2. CONCRETE SURFACES – Concrete surfaces should be kept free of salts (for ice), other de-icing chemicals and excessive weight (such as moving vans and trucks). Be sure to clear any salts gathered by your vehicle's tires and deposited on your driveways and/or garage slab. Efflorescence is the chalky residue left behind from the drying of concrete and masonry products. This is a normal condition and is not a defect. As concrete cures, water is drawn to the surface where it evaporates and leaves behind leachates (salts and alkaline deposits) on the surface. Cleaning, if desired, is the responsibility of the Homeowner.

3. STRUCTURAL ALTERATIONS – Alterations to the Home's foundations, bearing walls, beams, girders, trusses, rafters, bearing columns, lintels, posts, structural fasteners, sub floors and roof sheathing ("structural elements") must be performed by professionals who understand the load-bearing requirements of the change. Local municipalities require permits for building alterations to ensure the structural integrity of the Home is maintained. Refer to the "Warranty Exclusions" prior to commissioning any alterations to the structural elements of your Home.

Warranty Information

4. MECHANICAL/PLUMBING DEVICES – The mechanical systems of your Home were designed for normal use. Placing unreasonable demands upon them will present problems. For instance, plugging several electrical devices into one circuit may cause it to overload. Loading debris or cooking waste into a drain may cause it to clog. Undue weight placed upon pipes or showerheads may cause them to break. Some devices must be cleaned periodically (e.g., furnace filters and faucet aerators) to ensure they perform as designed. You are responsible for maintaining the temperature in your Home at a minimum of 65°F during cold weather and draining exterior pipes and faucets for protection. Damage caused to pipes due to extreme weather or lack of Homeowner preparedness for such occurrences is not covered under the Warranty.

5. PAINTED AND SEALED SURFACES – Wood requires cleaning and sealing to prevent problems associated with water penetration and continual exposure to the elements. Painted or sealed surfaces must be cleaned and refinished according to the requirements of your geographic area, as may be recommended by the paint and/or sealant manufacturer. If this is not done, the surface will deteriorate, and such deterioration and any resulting damage is not the responsibility of Meritage to repair.

6. WINDOWS – Keep window tracks, channels and operating mechanisms clean, free of debris, and lubricated. For most windows, Homeowners should use a dry silicone spray lubricant on the tracks once each year. Occasionally aggressive rains may force water in at such a rate that it overflows your windows' interior tracks. Wiping any excess water or spills as soon as reasonably possible will avoid damage to your window seal or walls. Windows and skylights will collect condensation on their interior surfaces when high humidity within the Home turns into water on the colder window or skylight surface. The Homeowner is responsible for controlling interior temperature and humidity to avoid condensation. Draperies and blinds should be left open to encourage air circulation and even temperatures during periods of cold weather and high interior humidity.

7. FOLLOW INSTRUCTIONS – Instructions for care and maintenance are included with many components of your Home, including finished flooring, appliances and air-handling equipment. By following those instructions you will extend the life of these components.

8. COMMON AREAS/ELEMENTS – Common areas require the same care and maintenance as your Home. Although a homeowner or condominium association may be responsible for maintenance, all residents should strive to keep these areas clean and usable.

9. CARE AND MAINTENANCE – Although things become worn with time and use, components in your Home should last a reasonable length of time (assuming you give them appropriate care and maintenance). This time will vary depending upon geographical regions, the types of materials involved, the level of maintenance performed, and usage. As time passes, maintenance adjustments and improvements will be required.

Failure to follow the above recommendations may result in damage to your Home or the property of others, for which Meritage will not be held responsible.



II. The Warranty

The following text constitutes the Warranty offered by Meritage, including the protection, exclusions and Performance Standards that determine coverage in each case.

You, the Homeowner, should read the Warranty in its entirety, including any addenda at the end of the Homeowner's Manual.

A. The Warranty

This Warranty addresses only "Covered Defects," defined as defects in material and workmanship that: (i) are outside of the tolerances set forth in the Performance Standards, (ii) are part of either the structure or elements of the Home as supplied by Meritage on the date of Closing, (iii) occur and are reported during the Warranty period as set forth in the Performance Standards, and (iv) are not otherwise excluded as set forth in Section II.C below. The existence of a Covered Defect does not constitute a breach of this Warranty; however, Meritage is obligated to repair or replace the defective item to conform to the Performance Standards. This Warranty is not an insurance policy, nor a maintenance agreement, but it does define what the Homeowner has a right to expect in terms of warranties. The Homeowner has received a copy of any applicable Right to Repair Law as part of the Contract and is encouraged to carefully read it and seek legal advice regarding any questions.

This Warranty is provided to the original purchaser of the Home and to all subsequent owners who take title within the Warranty period, and use the Home as their primary residence.

Warranty Information

B. Warranty Periods

One Year: Meritage warrants that the construction of the Home will conform to the tolerances for materials and workmanship, as defined in the Performance Standards, for a period of one year after the closing date. Covered defects that are cosmetic in nature will be corrected one time only at or near the one-year anniversary of the closing date. The Homeowner's maintenance obligations are not a part of the Warranty.

Two Years: Meritage warrants the functionality of the plumbing, electrical, heating, ventilating, air conditioning and other mechanical systems, as defined in the Performance Standards, for a period of two years after the closing date.

Ten Years: Meritage warrants that the structural elements of the Home will be free from defects for a period of ten years following the closing date, subject to the following limitations. A structural element will not be deemed defective and no action will be required of Meritage unless there is actual physical damage to the structural element, causing the failure of the structural element to perform its load-bearing function to the degree that it materially affects the physical safety of the occupants of the Home. Structural elements include foundations, bearing walls, beams, girders, trusses, rafters, bearing columns, lintels, posts, structural fasteners, sub floors and roof sheathing.

Manufacture Warranties: Upon closing, Meritage transfers all manufacture warranties directly to you. These manufacturer warranties include warranties on all appliances.

If any inconsistencies arise between this Warranty and the Performance Standards, the terms of this Warranty shall govern and control. Notwithstanding anything to the contrary above, the Warranty Period on common elements associated with a condominium building begins on the closing date of the first unit sold in each building. For detailed definition of common elements, refer to your condominium or other relevant documents.

Should a Covered Defect occur in any item covered by this Warranty, Meritage warrants that it will repair or replace it (at Meritage's option) to conform to the Performance Standards. If a structural element is found to be defective, Meritage will repair or replace the structural element (at Meritage's option) to restore the load-bearing function as designed. A Covered Defect repair includes the correction, replacement or refinishing of only those surfaces and coverings that were damaged by the Covered Defect that were part of the Home when title was first transferred by Meritage. Meritage will repair or replace surfaces and coverings that require removal in order to repair or replace a Covered Defect. The extent of the repair or replacement of these surfaces, finishes and coverings will be to approximately the same condition they were in prior to the Covered Defect, but not necessarily to a "like-new" condition. Meritage cannot guarantee, nor does it warrant, exact color matches due to factors such as fading, aging, or unavailability of original materials.

The appliances, equipment and other manufactured products in your Home are subject to manufacturer's warranties, and therefore Meritage's warranty does not cover such products. Meritage assigns to the Homeowner any manufacturer's warranties for appliances, equipment and other manufactured products in the Home, including, without limitation, any windows, garage doors, plumbing products and fixtures, fireplaces, electrical fixtures, heating/ventilation/cooling equipment, thermostats, refrigerator, stove, cooktop, microwave, washer, dryer, garbage disposal, solar panels, security systems, thermostats and other equipment furnished by the manufacturer to Meritage. If it is necessary to request warranty service for such manufactured products, the Homeowner must directly contact the manufacturer. This Warranty does not cover manufactured products, except where improper installation by Meritage, its agents or subcontractors has interfered with the product's useful life, as represented in the manufacturer's warranty, or the product's utility if there is no such representation by the manufacturer.

To request service under this Warranty, the Homeowner must make a warranty request in compliance with the procedures established by Meritage which are included in or with the Warranty materials. The Homeowner is required to be present for inspection and repairs. In the Homeowner's absence, the Homeowner must assign a representative eighteen years or older to provide access to the Home during normal working hours to facilitate the inspections and repairs. Warranties will not extend to subsequent years in the event a Covered Defect is not reported or if a repair is not completed during the applicable Warranty period due to the Homeowner's lack of providing notice and/or providing necessary access under the Warranty during business hours of 8am to 5pm Monday-Friday to complete inspection and/or repairs. Under no circumstances will Meritage's total liability under this Warranty exceed the original contract price of the Home.

Meritage reserves the right to use its sole judgment in determining the most appropriate method of repairing Covered Defects. Meritage's offer to resolve an issue for which it bears no responsibility under this Warranty does not create the responsibility to provide the resolution in another situation for which it bears no responsibility. Actions taken to cure Covered Defects or otherwise resolve any issue will not extend the period of coverage specified in the Warranty or any applicable statutes of limitation or repose.

Warranty Information

C. Warranty Exclusions

This Warranty excludes any loss or damage that is not a Covered Defect. Notwithstanding any standards, tolerances or other terms and provisions contained in the Performance Standards or elsewhere in this Warranty, the following are specifically excluded from coverage:

1. Loss of, or damage to, any real property that is not part of the Home covered by this Warranty and any improvements which are not part of the Home on the day the Home is conveyed by Meritage to the original Homeowner.
2. Any damage to the extent it is caused or made worse by:
 - a. Negligence, improper maintenance, or intentional or improper operation by anyone other than Meritage, its agents or subcontractors, including, but not limited to, damage resulting from rot, corrosion or rust.
 - b. Failure by the Homeowner or anyone other than Meritage, its agents or subcontractors, to comply with the Warranty requirements of manufacturers of appliances, fixtures and equipment.
 - c. Failure by the Homeowner to give timely notice to Meritage of any defects.
 - d. Changes in the grading of the Home site by anyone other than Meritage, its agents or subcontractors.
 - e. Changes, alterations or additions made to the Home by anyone other than Meritage, its agents or subcontractors hired by Meritage, after the Warranty commencement date.
 - f. Dampness or condensation due to the Homeowner's failure to maintain adequate cooling, heating and/or ventilation.
 - g. Conditions, limits or standards in excess of those warranted by the manufacturers of any manufactured goods included in or on the Home.
3. Loss or damage that the Homeowner has not taken timely action to minimize.
4. Any defect caused by, or resulting from, materials or work supplied by someone other than Meritage, its agents or subcontractors.
5. Normal wear and tear, or normal deterioration.
6. Loss or damage not otherwise excluded under this Warranty, which does not constitute a defect in the construction of the Home by Meritage, its agents or subcontractors.
7. Loss or damage caused by or resulting either directly or indirectly from: accidents, riots and civil commotion, theft, vandalism, fire, explosion, power surges or failures, smoke, water escape, falling objects, aircrafts, vehicles, acts of God, lightning, windstorm, hail, tornado, hurricane, mudslide, earthquake, volcanic eruption, and other natural disasters.

8. Loss or damage caused directly or indirectly by: flood, extreme wind, surface waters, waves or bodies of water, or spray from any of these (whether or not driven by wind), water from sewer or drain back-ups, changes in the water table not reasonably foreseeable at time of construction, or water below ground surface (including water that exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure), wetlands, springs or aquifers.
9. Loss or damage caused by soil movement, including subsidence, expansion or lateral movement (excluding flood and earthquake), which is covered by any other insurance or for which compensation is granted by state or federal legislation.
10. Loss or damage to the Home, persons or property directly or indirectly caused by termites, other insects, birds, vermin, rodents or other wild or domestic animals.
11. Loss or damage resulting from the use of the Home for non-residential purposes.
12. Any condition that does not result in actual damage to the Home, including, but not limited to, uninhabitability or health risk due to the presence or consequence of electromagnetic fields (EMFs), radon gas, mold, formaldehyde or other pollutants and contaminants; or the presence of hazardous or toxic materials.
13. Loss or damage caused by, or resulting from, the presence of moisture, rot, mildew, mold or rust.
14. Loss or damage caused by, or resulting from, misuse, abuse, and/or neglect by the Homeowner, its guests, tenants or others not under the control of Meritage.
15. Bodily injury or damage to personal property.
16. Loss or damage caused by, or resulting from, abnormal loading of structural elements by the Homeowner that exceeds design loads as mandated by codes.
17. Consequential damages including, but not limited to, costs of shelter, food, transportation, moving and storage, any other expenses related to inconvenience or relocation during repairs to the Home, and any diminution of the Home's market value.
18. If Homeowner or Homeowner's agent installs additional materials after the closing, Meritage Homes will not warranty any damage that may occur to the existing fixtures, structures, interior or exterior finishes.
19. Loss of Homeowner wages during inspections and/or repair of Covered Defects.
20. Loss, damage or other occurrences that may apply due to the Homeowner contracting with a Meritage subcontractor after the closing. This Warranty also does not apply to aftermarket additions to the Home, even if those additions are installed by a Meritage subcontractor or vendor.

Warranty Information

D. Requesting Warranty Service

In order to preserve a claim under this Warranty, you must submit written notice of your claim to Meritage via our website at meritagehomes.com, U.S. first class, certified mail. The claim must relate to a Covered Defect or warranted service request occurring within the applicable Warranty Period, and notice must be given no later than ten days after the applicable Warranty Period expires. Meritage will evaluate proper Warranty service requests and will make a determination of whether the service request is covered under the Warranty. If a Covered Defect is determined to exist, Meritage will correct the Covered Defect consistent with the Warranty. If a Covered Defect is determined not to exist, Meritage will have no further obligations with respect to such warranty request.

E. Dispute Resolution

This Section sets forth the exclusive remedy for the settlement of all disputes or controversies under this Warranty in the event a dispute (as hereinafter defined) between Meritage and the Homeowner cannot be resolved. **By purchasing the Home and receiving this Warranty, the Homeowner specifically agrees that any dispute shall be resolved solely in accordance with the dispute resolution procedures specified in the Contract. "Dispute" (whether contract, Warranty, tort, statutory or otherwise), shall include, but is not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Warranty, the Contract, the Home, the Community or any dealings between the Homeowner and Meritage; and/or (2) arising by virtue of any representations, promises or warranties alleged to have been made by Meritage and/or Meritage's representative. The Homeowner acknowledges and agrees that THE HOMEOWNER HAS READ AND UNDERSTANDS THE DISPUTE RESOLUTION PROCEDURES SPECIFIED IN THE CONTRACT AND THAT MERITAGE RECOMMENDED THAT THE HOMEOWNER CONSULT AN ATTORNEY OF THE HOMEOWNER'S CHOICE PRIOR TO EXECUTING THE CONTRACT IF THE HOMEOWNER DID NOT UNDERSTAND THE LEGAL CONSEQUENCES OF THE DISPUTE RESOLUTION PROCEDURES SPECIFIED IN THE CONTRACT.**



III. Performance Standards

Subject to the requirements in the Warranty and the Exclusions identified in Section II.C., the following Section sets forth the Performance Standards by which your Home and Meritage's obligations under this Warranty shall be judged. The Warranty periods provided in this Section are calculated from the date of the Closing between Meritage and the first owner of the Home.

Section 1. Interior Concrete and Foundation

1.1 UNEVEN CONCRETE FLOORS

The level of interior concrete floors should not vary more than 1/4 inch per four feet. Meritage will repair the floor if these conditions are determined to exist within the first two years of the Warranty. Appropriate corrective actions could include filling, grinding or use of a floor-leveling compound. Color and texture may vary from original finish.

1.2 CONCRETE SLAB-ON-GRADE FLOOR CRACKS

Concrete slab-on-grade floors cannot be expected to be crack-free. Most cracking is minor and is the result of large areas of concrete shrinking as the concrete cures. These cracks do not affect the structural integrity of the Home. Since slab-on-grade floors are quite large, shrinkage cracks can be expected to occur randomly. Cracks in slab-on-grade floors measuring 1/4 inch or more in width or which result in vertical displacement will be repaired by Meritage one time within the first two years of the Warranty. Repair may include filling, grinding or use of a floor-leveling compound.

1.3 EXPANSION AND CONTROL JOINTS

Expansion joints are intentionally placed in some concrete surfaces to allow sections of concrete to expand and contract with changes in temperature, and control joints are intentionally placed in concrete to control cracking as concrete cures. Expansion and control joints often have inserted plastic barriers or have been grooved/notched during concrete placement and will have a tendency to move or crack in the joint area. Movement at a control joint in excess of 1/4 inch in width or vertical displacement will be repaired. Meritage will, one time within the first two years of the Warranty, repair excessive movement by filling, grinding or use of a floor-leveling compound.

Warranty Information

1.4 FOOTING AND FOUNDATION WALL CRACKS

Appropriate measures will be taken, within the first two years of the Warranty, to repair or correct cracks in excess of 1/4 inch and/or deterioration in the foundation footings or foundation walls that cause the Home to be unsafe or uninhabitable. Meritage will, within the first two years of the Warranty, patch any voids in walls caused by any cracks in the foundation that exceed 1/8 inch in width or vertical displacement.

1.5 CHALKY DEPOSITS (EFFLORESCENCE)

Efflorescence is the residue left behind from the drying of concrete and masonry products. This is a normal condition and is not a defect. As concrete cures, water is drawn to the surface where it evaporates and leaves behind leachates (salts and alkaline deposits) on the surface. Cleaning, if desired, is the responsibility of the Homeowner.

1.6 WATER IN CRAWL SPACE

Meritage will, within the first two years of the Warranty, remedy any defects on the home site or in the Home which may cause water intrusion in crawl spaces, provided, however, water intrusion, humidity, condensation and moisture resulting from grading changes made after closing are not covered by this Warranty.

1.7 BOWED OR OUT-OF-PLUMB BASEMENT WALLS

Basement walls should not bow or be out of plumb by more than one inch per eight feet when measured from the base of the wall to the top of the wall. Meritage will, within the first two years of the Warranty, repair any basement wall that is more than one inch per eight feet out of plumb.

1.8 BASEMENT LEAKS

Meritage will, within the first two years of the Warranty, repair any leaks in the basement. Basement leaks caused by landscaping or downspouts installed by the Homeowner, failure of the Homeowner to maintain proper grades, unusual storms, acts of God or other excluded events as provided in Section II above are not covered by the Warranty.

Section 2. Site Drainage

2.1 SITE DRAINAGE

Grades and swales have been established by Meritage to ensure proper drainage away from the Home. If the Homeowner modifies these areas with additional grading, plantings, concrete or any other obstructions, the Homeowner will thereafter be solely responsible for any damage and issues caused or contributed to by the modified grading and drainage conditions. Improper drainage of the site occurs when there is standing or ponding water within 10 feet of the foundation beyond a 24-hour period (48 hours in swales) with no additional moisture or rainfall. If it is determined, within the first year of the Warranty, that proper grades were not initially established, Meritage will re-grade the applicable portions of the yard or swales. Ultimately, the Homeowner is responsible for maintaining drainage and swales of the Home site. No grading determination can be made during frost or snow conditions. If the Homeowner adds a pool, patio, landscaping, hardscaping or makes any improvements such as landscaping or additions, Meritage will no longer be responsible for drainage. In some cases, moist, soggy soil without standing water may be normal in the overall drainage plan and is not covered by the Warranty. Proper maintenance and management of landscaping and of irrigation systems (sprinklers) play a crucial role in ensuring ponding water and soggy soils are minimized.

2.2 GROUND SETTLING

Settling of the ground around the Home, utility trenches or other filled areas should not interfere with water drainage. If such interference does occur, within the first year of the Warranty, Meritage will one time only fill settled areas which adversely affect proper drainage and will reinstall displaced plant material and sod originally installed by Meritage. Landscape installed or altered by the Homeowner voids the Warranty on settlement. Erosion of the soils is not considered settling and remains a Homeowner maintenance item.

2.3 SOIL EROSION

Meritage is responsible for protecting slopes and graded hillsides during construction from soil erosion as may be required by the local jurisdiction during construction. Meritage is not responsible for soil erosion after the closing. Proper erosion protection requires the Homeowner to install landscaping, groundcovers and deep-rooted plantings to reduce erosion. For steeply graded hills, the installation of erosion-control matting, such as jute and straw, will help reduce erosion until plantings have been established. Soil erosion is not covered by the Warranty.

Warranty Information

Section 3. Framing

3.1 OUT-OF-PLUMB WOOD OR METAL FRAMED WALLS

Interior walls should not be out of plumb by more than 1/2 inch per eight feet. Under the Warranty, Meritage will repair, during the first two years of the Warranty, any interior wall that is more than 1/2 inch per eight feet out of plumb.

3.2 BOWED COLUMNS OR POSTS

Columns and posts should not bow or be out of plumb in excess of 1/4 inch per four feet. For load-bearing (structural) columns and posts, Meritage will, for a period of ten years after the closing, straighten columns and posts that exceed the 1/4-inch-per-four-foot standard after the closing. Tapered columns and posts should be plumb as measured from the centerline, not to exceed 1/4-inch-per-four-feet, and the tolerance for columns and posts made of rough-sawn lumber is 1/4 inch per four feet. For non-structural columns and posts, Meritage will, during the first two years of the Warranty, repair any conditions in excess of those tolerances.

3.3 TWISTED OR BOWED WOOD BEAMS

Beams, joists and posts will sometimes twist or bow as they dry. Twisting or bowing of wood may be cosmetically unattractive when visible in habitable spaces, but is rarely a structural problem. Bows and twists exceeding 1/4 inch out of plane within an eight-foot section will be repaired during the first two years of the Warranty. When located in garages, basements, attics or crawl spaces, such bowing or cupping will not be repaired unless it causes unevenness to floors, ceilings or roofs in excess of the Warranty's specifications.

3.4 SPLIT WOOD BEAMS

Beams, joists and posts will sometimes split as they dry. Parallel splitting is usually not a structural concern because such inconsistencies in wood are anticipated in the structural calculations of wood products. Diagonal splitting that extends from one side to another and is more than 1/2 inch deep may weaken the beam. Under the Warranty, Meritage will repair any structural component that is determined to exceed this standard within a period of ten years after the closing. Cosmetic components will be repaired one time within the first year of the Warranty. Repairs may include additional wood framing to the existing beam/post secured with nails or bolts.

Section 4. Roof

4.1 ROOF DEFLECTION OF BOWING

All structural elements of the Home are sized according to the type of roofing product and the loads they may support to include wind, ice and snow during normal weather patterns. If deflection occurs within ten years after the closing, and the deflection exceeds one inch per 20 feet, or more than 1/2 inch between two structural members, Meritage will take appropriate corrective action.

4.2 BUCKLED OR CURLED ASPHALT SHINGLES

Asphalt shingle surfaces need not be perfectly flat. Meritage will, one time within the first year of the Warranty, repair asphalt shingles that lift or curl during normal weather conditions.

4.3 SHINGLES BLOWN OFF BY HIGH WINDS

Subject to proper maintenance and under normal/expected weather conditions, shingles should not blow off the roof. In the event that shingles are blown off the roof, Meritage will, one time within the first year of the Warranty, take necessary actions to repair shingles that have been blown off, unless caused by wind velocities exceeding the manufacturer's tolerances. Damage caused by severe weather is not covered by the Warranty.

4.4 WATER TRAPPED UNDER ROOFING MEMBRANE

Meritage will, during the first two years of the Warranty, repair any blister larger than 12 inches by slitting through the roofing membrane and repairing with appropriate materials.

4.5 GUTTER OR DOWNSPOUT LEAKS

Meritage will, during the first year of the Warranty, repair leaks in gutters and downspouts installed by Meritage, provided proper care is taken by the Homeowner to clear debris, snow and ice.

Warranty Information

4.6 WATER STANDING ON A LOW-SLOPED ROOF AREA

Water ponding on a low-sloped roof area should not exceed 1/4 inch in depth more than 24 hours after the rain ceases. Under the Warranty, Meritage, during the first two years of the Warranty, will take appropriate corrective action if this condition is determined to exist. Ponding caused by debris accumulation is not covered by the Warranty.

4.7 ROOF OR FLASHING LEAKS

When properly maintained, the roof and flashing should not leak under normal weather conditions. Meritage will, during the first two years of the Warranty, repair roof or flashing leaks that occur during normal weather. Roof vents and louvers are designed to keep out wind-driven rain and snow under normal conditions. Leaks caused by debris or ice accumulation are considered preventable with routine Homeowner maintenance and are not covered by the Warranty.

4.8 ROOFING SHINGLES OR TILES NOT ALIGNED

Shingles and tiles are installed to withstand a maximum exposure to the weather as recommended by the manufacturer. Often, tiles and shingles must be adjusted to compensate for differing roof conditions. This is not considered a defect. Tiles within any course should be aligned within two inches. Upon request, Meritage will, one time during the first two years of the Warranty, realign tiles and shingles that are not aligned within two inches. Minor telegraphing of roof sheathing seams and tissues is normal and will vary with weather conditions.

4.9 SHADING OR SHADOW PATTERN

Shading or shadowing on roofing materials is caused by the differences in product color installed in a specific area. Meritage will try to minimize shading deviations during installation, but uniform shading or shadowing is not covered by the Warranty.

4.10 ROOF TILE COLOR VARIATIONS

Color fading, color changes, variations of the color hue or physical deterioration of the color from outside conditions of roof tiles should be expected. Because shade variations are normal and expected from weather, oxidation or air pollutants, color variations in roof tiles are not covered by the Warranty.

4.11 NEW ROOFING PRODUCTS DO NOT MATCH EXISTING

The color and texture of new roofing components used to repair existing roofing components may not match due to weathering or manufacturing variations. For any repair of roofing components, Meritage will try to match the texture and color of existing roofing components as closely as possible, but a perfect color match is not covered by the Warranty.

4.12 INTERIOR WATER DAMAGE FROM ICE-DAMMING

In some conditions, snow build-up on roofs due to freeze/thaw cycles can result in ice damming at the gutters. Sometimes this causes water to back up under shingles and to enter the Home. In cases where ice-damming causes leaks into living areas because of incorrectly installed insulation, within the first two years of the Warranty, Meritage will make appropriate repairs. However, Meritage will not be required to take any such action if the condition is caused by swings of freezing and thawing in the weather.

4.13 LOOSE OR CRACKED TILES OR SHINGLES

Meritage inspects the roof prior to closing of the Home. High winds, hail and other weather-related conditions can lift, shift and/or break roof tiles. Foot traffic can also damage roof tiles or shingles. Therefore loose, cracked or chipped tiles or shingles are not covered by the Warranty.

4.14 BROKEN OR DEFECTIVE ROOF TILE

Unless the result of foot traffic, golf balls, hurricanes, hail, tornadoes or other acts of God, or acts of the Homeowner or his/her agents, consultants or contractors, Meritage will upon request repair broken or defective roof tiles one time only within the first year of the Warranty.

4.15 MILDEW, ALGAE AND MOSS ON ROOF

The growth of mildew, algae and moss on roof surfaces is caused by the accumulation of dust and debris and considered the responsibility of the Homeowner as part of its routine maintenance. The growth of mildew, algae and moss on roof surfaces is not covered under the Warranty.

Warranty Information

4.16 ROOF TILE EFFLORESCENCE

Efflorescence is a temporary surface condition that causes a white chalky substance to form on concrete products. It is not uncommon for efflorescence to form on roof tiles, as it is a common condition for all concrete products. Efflorescence will eventually wash away with rain and, therefore, is not covered under the Warranty.

Section 5. Stucco, Cement Finish Above-Grade Block and Concrete Walls

5.1 CRACKS IN STUCCO/CEMENTITIOUS FINISH/BLOCK/CONCRETE WALLS

Hairline cracks in exterior trim, block, concrete or stucco walls are normal. Cracks in exterior stucco wall surfaces should not exceed 1/8 inch in width. Meritage will, one time during the first year of the Warranty, repair cracks exceeding 1/8 inch. For unpainted stucco, it is acceptable to use stucco color coat or sealants to fill the cracks. Painted surfaces may be repaired using acrylic latex sealant prior to touch-up painting. Meritage will try to match the original stucco texture and color as closely as possible, but a perfect match is not covered by the Warranty.

5.2 STUCCO/TEXTURE/CEMENTITIOUS FINISH LOSS

Texture may become separated from the base stucco layer. Meritage will repair missing stucco texture greater than 1/8 inch one time within the first year of the Warranty. Texture loss beneath the horizontal weep or drainage screed is normal and is not covered by the Warranty.

5.3 TEXTURE MISMATCH

Texture is applied by hand, which varies with the technique of the installer. Where tall walls exist, it is necessary to install in several passes. Breaks between application phases occur in all Homes and sometimes is more visible due to the method of application. Inherent inconsistency is to be expected as with all hand-applied troweled finishes. Meritage will repair deviations, bumps or voids measuring over 1/4 inch per four feet, which are not part of the intended texture, one time within the first year of the Warranty. During repair, Meritage will try to match the original texture as closely as possible, but a perfect match is not covered by the Warranty.

5.4 STUCCO COLOR MISMATCH

Stucco/cementitious finish is a colored cement product and is affected by the underlying surface, application technique, temperature, humidity and curing. Meritage will try to match stucco/cementitious finish color as closely as possible, but a perfect match is not covered by the Warranty.

5.5 SURFACE STAINING

The surface of exterior walls may become stained from rainwater, water splashing up from the ground or irrigation/sprinklers. Since the surface is a porous material, this condition cannot be eliminated and is not covered by the Warranty.

5.6 STUCCO/CEMENTITIOUS FINISH APPEARS WET

The stucco surface is a porous cement product and designed to become saturated with moisture. It will, therefore, appear wet long after rain has stopped. This is a normal condition and is not covered by the Warranty.

5.7 CRACKS IN MASONRY OR VENEER

Cracks in masonry or veneer greater than 1/8 inch in width will be repaired one time within the first year of the Warranty. Color variations in mortar or brick products are normal and a perfect match is not covered by the Warranty. Cracks less than 1/8 inch in width within mortar joints and in brick products are a normal condition and are not covered by the Warranty.

Section 6. Exterior Siding and Trim

6.1 DELAMINATED SIDING

Meritage will, one time within the first year of the Warranty, repair any hardwood or composite siding that has delaminated (separated into layers).

6.2 BOWED OR BUCKLED SIDING

Meritage will, one time within the first year of the Warranty, repair any bowed wood, lap siding or cementitious composite lap siding exceeding 1/4 inch per four feet.

Warranty Information

6.3 SEPARATED SIDING JOINTS

Meritage will, one time within the first year of the Warranty, repair joint separations in siding exceeding 3/16 inch by filling them with sealant.

6.4 GAPS BETWEEN SIDING AND TRIM

Gaps between siding and moldings at trim pieces, miter joints or openings should not exceed 1/4 inch. Meritage will, one time within the first year of the Warranty, correct this condition by caulking/repairing the trim or siding.

6.5 SIDING COLOR OR TEXTURE MISMATCH

Meritage will try to match the texture and color of the existing siding as closely as possible for any repair or replacement of siding, but a perfect match is not guaranteed by the Warranty, and deviations of texture and color should be expected.

6.6 SIDING FINISH FADED

Any colored siding will fade when exposed to the sun. This is a normal condition. Meritage will, one time within the first year of the Warranty, repair a particular piece of siding that becomes excessively faded in contrast to similarly exposed siding.

6.7 SIDING/TRIMWOOD ROT

Some warping, cupping or splitting of wood can be expected. In cases where excess warping, cupping or splitting of wooden products exists, Meritage will, within the manufacturer's warranty specifications and the Warranty periods, repair or replace as necessary.

6.8 LOOSE SIDING MATERIAL ON EXTERIOR WALLS

Meritage will, one time within the first year of the Warranty, correct siding materials that become loose or detached.

6.9 “BLEEDING” THROUGH SIDING PAINT

Cedar or redwood siding or shingles occasionally “bleed” through the original paint. Meritage will, one time within the first year of the Warranty, repair “bleeding” through the paint by cleaning and repainting the affected area. The Warranty will not apply if stains or clear wood protectants are used, since they do not cover up the natural extractives of wood.

6.10 SIDING STAINED BY NAILS

Meritage will, one time within the first year of the Warranty, touch up or remove siding stains that extend more than 1/2 inch from the nail and are readily visible from a distance of 20 feet. The Warranty does not cover semi-transparent stain or “natural weathering” used on the siding.

6.11 LOOSE EXTERIOR TRIM

Meritage will, one time within the first year of the Warranty, repair trim that has separated from the Home by more than 1/4 inch. In cases where trim separation exceeds 1/4 inch, Meritage will reinstall trim, add fasteners or caulk separations.

6.12 EXTERIOR TRIM CUPPED

Meritage will, one time within the first year of the Warranty, repair cups in trim board exceeding 1/4 inch per six inches.

6.13 EXTERIOR TRIM TWISTED

Meritage will, one time within the first year of the Warranty, repair bows and twists in trim board exceeding 3/4 inch per eight feet by adjusting or replacing the trim board.

Section 7. Exterior Paint and Finishes

7.1 CLEAR FINISH DETERIORATION

Clear finishes on exterior surfaces, such as wood entry doors, diminish with aging and should be reapplied as part of routine Homeowner maintenance every 6–18 months, depending on outside exposure. Meritage will correct excess deterioration of clear finishes on exterior surfaces one time within the first year of the Warranty. Any subsequent deterioration is considered part of routine Homeowner maintenance and is not covered by the Warranty.

Warranty Information

7.2 PAINT OR STAIN FADING

All exterior paints and stains exhibit fading when exposed to weather, and such fading is a normal condition. Semi-transparent stains diminish with aging and should be reapplied as part of routine Homeowner maintenance every 6–12 months, depending on outside exposure. Meritage will correct excessive fading of exterior paints or stains one time within the first year of the Warranty.

7.3 EXTERIOR PAINT, STAIN OR CAULKING PEELING/DETERIORATION

Exterior paints, stains and caulking should not peel or deteriorate for a period of one year. If exterior paint, stain or caulking has peeled or deteriorated, Meritage will refinish or repair affected areas one time within the first year of the Warranty.

7.4 REPAINTING AFTER REPAIR WORK

Repainting, staining or refinishing may be required because of repair work. Repairs required under the Warranty will be finished to match the immediate surrounding areas as closely as practical. Due to fading and normal weathering, a perfect match cannot be achieved, and a perfect match is not covered by the Warranty. Where repairs affect more than 50% of a wall, Meritage will repaint the entire affected wall or product surface with the original paint only. Custom color touch-ups are not covered under the Warranty.

Section 8. Wood Decks

8.1 WOOD DECK OUT OF LEVEL

Meritage will, during the first year of the Warranty, repair wood decking that is out of level more than 1/4 inch per four feet.

8.2 WOOD IMPERFECTIONS FOR EXTERIOR RAILINGS, DECKS OR STAIRS

Wood for exterior railings, decks or stairs will include imperfections such as knots and checks. Meritage will, one time within the first year of the Warranty, repair or replace wood for exterior railings, decks and stairs that fail to meet intended use because of a structural defect. Knots, cupping and minor checking are normal, and removal of such imperfections is not covered by the Warranty. Any wood replaced most likely will not match existing decking.

Section 9. Electrical

9.1 TRIPPED CIRCUIT BREAKERS

Fuses should not be blown and circuit breakers should not be tripped under normal use. Meritage will, during the first two years of the Warranty, correct circuit breakers that trip excessively under normal use.

9.2 ELECTRICAL OUTLETS, SWITCHES OR FIXTURES MALFUNCTION

Meritage will, during the first two years of the Warranty, correct electrical outlets, switches or fixtures that malfunction. In situations where lights dim and flicker, please note that voltage entering the Home is controlled by the local utility transmission service and may fluctuate based on variances in power generation and usage. Light bulbs are excluded from this Warranty.

9.3 TRIPPED GROUND FAULT CIRCUIT INTERRUPTER (GFCI)

Ground fault interrupters are safety devices installed as part of the electrical system to provide protection against electrical shock. These sensitive devices detect potentially dangerous "ground faults" in small appliances and extension cords. Meritage will, during the first two years of the Warranty, replace any failed GFCI device that fails to reset. The Homeowner is responsible for repairing any device that causes the GFCI to trip.

9.4 ARC-FAULT INTERRUPTERS

Arc-fault interrupters function similarly to GFCIs. These devices detect overloads that could lead to fires. Meritage will, during the first two years of the Warranty, replace any failed arc-fault interrupters that fail to reset. The Homeowner is responsible for repairing any device that causes the arc-fault interrupters to trip.

9.5 MALFUNCTION OF LOW-VOLTAGE WIRING SYSTEM

In the event of a low-voltage wiring system malfunction, Meritage will, during the first two years of the Warranty, take corrective action.

9.6 CEILING FAN VIBRATES

Where applicable, Meritage will install ceiling fans in accordance with the manufacturer's specifications including blade balances. Meritage will repair any defect due to installation during the first year of the Warranty. Some minor fan wobble cannot be eliminated; therefore, elimination of fan wobble is not covered by the Warranty.

Warranty Information

9.7 COMMUNICATION WIRING

All wire and communication device functions will maintain their integrity during the first two years of the Warranty. This includes the phone cable and the service panel. Any additions or alterations to the communication wiring and/or problems resulting from negligence, lightning or lighting fixture wiring are not covered by the Warranty.

Section 10. Comfort Control

10.1 COOLING AND HEATING SYSTEMS

In cases where the cooling and/or heating system is not working properly, Meritage will, during the first two years of the Warranty, take corrective action if the standards outlined in subparagraphs 1, 2 and/or 3 below are not achievable.

- (1) A heating system should 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.
 - (a) Temperatures may vary up to four degrees Fahrenheit between rooms, but should not be less than the standard set forth above in paragraph (1) of this subsection. Changes made to the size or configuration of the Home, the heating system or the ductwork by the Homeowner or its contractor or agent shall negate Meritage's responsibility to take measures to meet this performance standard.
- (2) An air-conditioning system should produce an inside temperature of 78 degrees Fahrenheit as measured in the center of a room at a height of five feet above the floor under local outdoor summer design conditions.
 - (a) This standard does not apply to evaporative or other alternative cooling systems or if the Homeowner or its contractor or agent makes changes to the size or configuration of the Home, the air-conditioning system or the ductwork. Internal temperatures may vary up to four degrees Fahrenheit between rooms, but should not be more than the standard set forth above in paragraph (2) of this subsection.

- (3) A thermostat reading should not differ by more than four 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, during the two-year Warranty period, the thermostat reading differs more than four 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, Meritage shall take such action as is necessary to bring the variance within the standard.

10.2 CONDENSATION LINE CLOGS

The Homeowner is responsible for annual cleaning of the condensation lines that extend from the air-conditioning coil. Meritage will, one time within the first year of the Warranty, correct condensation lines that clog.

10.3 REFRIGERANT LINE LEAKS

Meritage will, during the first two years of the Warranty, repair refrigerant lines that leak during normal operation and recharge the air-conditioning unit.

10.4 MISSING OR UNEVEN INSULATION

Thermal insulation is dictated by local codes or state energy guidelines, and Meritage will install insulation in accordance with these applicable guidelines. Meritage will, during the first year of the Warranty, take appropriate action to correct insufficient installation.

10.5 VIBRATION FROM HEATING OR COOLING EQUIPMENT

It is normal for heating/air-conditioning equipment to generate some noise and vibration. Under the Warranty, no corrective action is required of such noise or vibration considered by the manufacturer or installer to be within the normal range.

10.6 METAL RATTLING AT REGISTER, GRILLES OR DUCTS

Air moving through registers, grilles and ducts makes noise and is normal. Duct systems are not designed to be noise-free. However, metal rattling from the registers, grilles or ducts is not normal and will be repaired by Meritage within the first year of the Warranty.

10.7 SEPARATED OR DETACHED DUCTWORK

Meritage will, during the first two years of the Warranty, reattach any separated or detached ductwork.

Warranty Information

Section 11. Plumbing

11.1 DRAINAGE PROBLEMS

Meritage will, during the first 90 days of the Warranty, assume the responsibility for clogged sewers, fixtures or drains where clogged sewers, fixtures and drains are the result of defective construction, construction debris, or workmanship. The Homeowner shall be solely responsible if clogged sewers, fixtures, and drains are the result of Homeowner-inflicted debris such as toys, non-disposable items, or other debris.

11.2 WATER IN PIPE FREEZES

Meritage will, within the first two years of the Warranty, make necessary corrections to ensure that plumbing pipes are adequately protected against normal anticipated cold weather (except un-drained exterior faucets). The Homeowner is responsible for maintaining the house temperature at a minimum of 65°F during cold weather and draining exterior pipes and faucets for protection. Damage caused to pipes due to extreme weather and lack of Homeowner preparedness for such occurrences is not covered under the Warranty.

11.3 WATER PIPE NOISE

Sounds made by water flowing through pipes and by pipe expansion are normal. Rattling or “water hammer” of piping when water is rapidly turned off should not occur. Meritage will, one time during the first two years of the Warranty, install anti-water hammer devices at faucets causing this problem. Noise caused by ejector pumps and sump pumps while they cycle on and off is normal and not covered by the Warranty.

11.4 PLUMBING LEAKS

In the event that leaks are found in any piping, bathtubs or showers, during the first two years of the Warranty, Meritage will repair as necessary. Undrained exterior faucets are not covered under the Warranty. The maintenance of caulking and grout to prevent leaks is considered part of routine Homeowner maintenance and is not covered by the Warranty.

11.5 SHOWER ENCLOSURE FLEXES

Meritage will, during the first year of the Warranty, repair excessive flexing in a shower base by installing support materials beneath the enclosure base. Composite shower walls will flex when pushed inward. Such flexing is not considered a defect. Shower enclosures do require regular maintenance including caulking, which is the responsibility of the Homeowner.

11.6 SEPTIC SYSTEM

Meritage will, during the first two years of the Warranty, repair or replace faulty workmanship and materials and will conform to the local code requirements for design and installation of septic systems. Freezing, soil saturation, underground springs, water run-off, excessive use and increased water table are among the potential septic system issues not covered by the Warranty.

11.7 SUMP PUMP

The Homeowner is responsible for maintaining the sump pump. Meritage will, during the first two years of the Warranty, repair or replace the pump if it fails to operate.

Section 12. Interior Paint and Finishes

12.1 BLEMISHES ON WALLS OR CEILINGS

Blemishes include nail pops, cracking or blistering visible on finished walls or ceilings. Meritage will, one time during the first year of the Warranty, repair blemishes, excessive waviness or seams visible in normal light in finished areas that are readily visible from a distance of five feet. Cracks that occur adjacent to windows from expansion and contraction will be repaired using flexible latex caulking. Meritage will also repaint the affected areas one time during the first year of the Warranty.

12.2 REPAINTING AFTER REPAIR WORK

Repainting, staining or refinishing may be required because of repair work. Repairs required under the Warranty should be finished to match the immediate surrounding areas as closely as possible. Due to fading and normal weathering, a perfect match cannot be achieved, and a perfect match is not covered by the Warranty. Where warranty repairs affect more than 50% of a wall or ceiling area, Meritage will repaint the entire wall or ceiling surface from corner to corner. Custom paints, wall coverings and finishes installed after the closing are not covered under the Warranty.

Warranty Information

12.3 DRYWALL TEXTURE

Drywall texture is applied by hand and varies with the technique of the installer. Where tall walls exist, it is necessary to install the drywall texture in several passes. Breaks between application phases occur in all Homes and sometimes are more visible due to the method of application. The inherent inconsistency of drywall texture is to be expected as with all hand-applied troweled finishes. Meritage will, one time within the first year of the Warranty, repair excessive deviations, bumps or voids measuring over 1/4 inch per four feet, which are not part of the intended texture. During repair, Meritage will try to match the original texture as closely as possible, but a perfect match is not covered by the Warranty.

Section 13. Interior Trim and Moldings

13.1 INTERIOR TRIM SPLIT

Splits, cracks, raised grain, swelling of finger joints and checking are inherent characteristics of all wood and cannot be avoided. However, Meritage will, one time within the first year of the Warranty, fill any such condition in interior trim with wood putty.

13.2 NAILS SET OR HOLES NOT FILLED IN INTERIOR TRIM

Nails and nail holes in interior trim should be set and filled. Meritage will, within the first year of the Warranty, set and fill nails and nail holes in interior trim within finished areas.

13.3 GAPS AT JOINTS ON MOLDING AND CASING

All joints on molding and casing should fit and be securely attached, as well as filled and sanded. Meritage will repair defective joints and gaps one time within the first year of the Warranty. Acceptable repair includes filling joints and gaps with wood putty.

Section 14. Flooring

14.1 UNEVEN SUBFLOOR

Meritage will, within the first year of the Warranty, correct uneven wood sub flooring exceeding 1/4 inch within any four-foot measurement. Correction may include application of a flexible floor-fill underlayment.

Note: For concrete sub-flooring, see Section 1.1.

14.2 FLOOR SQUEAKS OR POPS

Meritage will, one time within the first year of the Warranty, take corrective action to eliminate loose flooring and minimize squeaks. However, absence of squeaks is not guaranteed, nor are squeaks covered by this Warranty.

14.3 CRACKED OR LOOSENED TILE, MARBLE OR STONE

Meritage will replace cracked tiles, bricks, marble or stone flooring and will reattach tiles, bricks, marble or stone that have detached from a surface during the first year of the Warranty. Meritage is not responsible for discontinued patterns or color variations when replacing tile, brick, marble, stone flooring or grout. Some tiles inherently carry a hollow sound while others may on occasion sound hollow. Hollow-sounding tiles are not defective and are not covered by the Warranty. Damage caused by blunt force of falling objects such as a hammer, cooking utensils, or other Homeowner actions are not warranted. Reoccurring cracks are not warrantable if they occur outside the one-year Warranty.

When adjacent marble or ceramic tile edges are not even with each other, they cause a minor variance in height. Meritage will repair variances greater than 1/8 inch one time within the first year of the Warranty. Irregular tiles such as limestone, slate, granite, travertine, Saltillo and Mexican pavers are not covered by the Warranty.

14.4 GAPS IN HARDWOOD FLOORING

Gaps between hardwood floorboards normally fluctuate in areas where relative humidity varies substantially. The Homeowner is responsible for maintaining proper humidity levels in the Home to minimize gaps between hardwood floorboards. Where gaps exceed 1/8 inch, Meritage will repair one time within the first year of the Warranty.

Warranty Information

14.5 VINYL FLOORING LOOSENEED OR BUBBLED

Vinyl flooring should not lift, bubble, detach or shrink from the perimeter. Meritage will reattach loose or bubbled floor areas or replace floors where shrinkage occurs at the perimeter within the first year of the Warranty.

14.6 VINYL FLOORING DEPRESSIONS OR RIDGES

Depressions or ridges may appear in vinyl flooring because of subfloor irregularities or penetrations made by high heels and furniture. Meritage will, one time within the first year of the Warranty, repair defects in subflooring that cause irregular depressions or ridges.

14.7 GAPS IN VINYL FLOORING SEAMS

Gaps in vinyl flooring seams should not be visible from a standing position. Meritage will, one time within the first year of the Warranty, repair gaps in seams (sheet goods) or gaps in seams that exceed 1/8 inch (resilient block tile).

14.8 VINYL FLOORING NAIL POPS

Meritage will, one time within the first year of the Warranty, repair nail pops on vinyl flooring that are readily visible from a standing position.

14.9 VINYL FLOORING PATTERNS MISALIGNED

Vinyl flooring patterns at seams between adjoining pieces should align. Meritage will, one time within the first year of the Warranty, correct misaligned flooring.

14.10 VINYL FLOORING STAINS

Staining, fading or discoloration that occurs on the surface of vinyl flooring after the closing date is not covered by the Warranty.

14.11 LOOSE OR WRINKLED CARPETING

Meritage will, one time only within the first year of the Warranty, restretch wall-to-wall carpeting that has detached or loosened from the point of attachment.

14.12 GAPS IN CARPET SEAMS

It is normal for carpet seams to show. However, Meritage will, within the first year of the Warranty, repair gaps in carpet seams that are readily visible from a standing position.

14.13 CARPET SPOTS OR FADING

In cases where fading, staining or discoloration in the carpet occurs because of a carpet defect, the manufacturer's warranty will apply.

Section 15. Doors

15.1 DOOR PANEL SPLIT

Split door panels should not allow light to be visible through the door. Meritage will, within the first year of the Warranty, repair splits in door panels by filling them with wood fillers and refinishing.

15.2 WARPED DOORS

Warping on doors should not exceed 1/4 inch as measured from corner to corner. If the door has been properly maintained and is not physically damaged, Meritage will, within the first year of the Warranty, replace the door with a comparable product if warping exceeds the 1/4 inch standard. Warping that occurs to stain or lacquer finished doors that are improperly maintained is the Homeowner's responsibility and is not covered by the Warranty.

15.3 RAW WOOD SHOWING ON DOOR PANEL

Wooden door panels will shrink and expand because of temperature and humidity changes and may expose unpainted surfaces at the edges of the inset panel on the door. Meritage will, one time during the first year of the Warranty, touch up door panel edges that expose more than 1/16 inch of raw wood. Any subsequent touch-up is considered part of routine Homeowner maintenance and is not covered by the Warranty.

15.4 DOORS NOT OPERATING PROPERLY

Meritage will, one time during the first year of the Warranty, make necessary corrections to doors that fail to operate properly (binding, sticking, not latching, rubbing or failure to seal properly).

Warranty Information

15.5 BI-FOLD AND POCKET DOORS

Bi-fold and pocket doors should slide without rubbing or coming off their tracks during normal operation. Meritage will, within the first year of the Warranty, adjust bi-fold and pocket doors that fail to slide, are rubbing or come off their tracks during normal operation.

15.6 SLIDING PATIO DOORS AND SCREENS

Sliding patio doors and screens should slide without coming off their tracks during normal operation. Meritage will, one time within the first year of the Warranty, adjust sliding patio doors that do not slide properly. Some intrusion of the elements can be expected under windy conditions.

15.7 GARAGE DOOR OPERATES IMPROPERLY

If the garage door does not operate properly within the first year of the Warranty, Meritage will correct or adjust the door as required. Doors should be properly adjusted and balanced. Normal maintenance by you, the Homeowner, includes keeping the tracks, channels and operating mechanisms clean and lubricated. The Warranty is void if the Homeowner installs a garage door opener or otherwise modifies the garage doors as originally installed.

Section 16. Windows

16.1 DIFFICULT TO OPEN OR CLOSE WINDOWS

Windows should be properly adjusted and balanced. Normal maintenance by the Homeowner includes keeping the tracks, channels and operating mechanisms clean and lubricated. For most windows, Homeowners should use a dry silicone spray lubricant on the tracks once each year. Meritage will, during the first two years of the Warranty, correct or repair windows that fail to operate per the manufacturer's specifications.

16.2 WINDOW OR SKYLIGHT LEAKS

Water leaking through or around windows or skylights as a result of improper installation will be repaired by Meritage within the first two years of the Warranty. Water may become visible in window tracks and sliding glass door tracks during heavy rain and should drain to the outside of the Home. Occasionally aggressive rains may force water in at such a rate that it overflows your windows' interior tracks. Wiping any excess water or spills as soon as reasonably possible will avoid damage to your window seal or walls. Be sure to keep your window tracks clean and free of debris.

16.3 CONDENSATION OR FROST ON WINDOWS OR SKYLIGHTS

Windows and skylights will collect condensation on their interior surfaces when high humidity within the Home turns into water on the colder window or skylight surface. The Homeowner is responsible for controlling interior temperature and humidity to avoid condensation. Draperies and blinds should be left open to encourage air circulation and even temperatures during periods of cold weather and high interior humidity. No action on the part of Meritage is required under the Warranty.

16.4 WINDOW SCRATCHES AND IMPERFECTIONS

Meritage will, within the first ten days of the Warranty, repair any window imperfections reported in writing to Meritage that do not meet ASTM specifications. ASTM standards require that imperfections must be viewable in daylight without direct sunlight at a 90° angle from the window surface from a distance of over ten feet.

16.5 DEFECTS

Meritage will, within the first two years of the Warranty, replace defective glass or failed seals in insulated windows. Stress cracks are not warranted by Meritage. Manufacturer's warranties vary and may exceed this Warranty. For details, consult your customer care manager.

16.6 AIR INFILTRATION

Some infiltration around windows is normal, especially during high winds. You may hear whistling as wind enters your window's weeps. This is a natural occurrence and no action is required of Meritage to address this condition.

Warranty Information

Section 17: Cabinets and Countertops

17.1 GAPS BETWEEN CABINETS AND CEILINGS OR WALLS

Gaps between cabinets and ceilings or walls should not exceed 1/8 inch. Meritage will, during the first year of the Warranty, repair any such gaps with caulking, putty, scribe molding or by repositioning the cabinets.

17.2 CABINET DOOR OR FACING WARPED

Meritage will, during the first year of the Warranty, repair cabinet doors and drawer fronts that are warped in excess of 1/4 inch.

17.3 CABINET DOOR WILL NOT STAY CLOSED

Meritage will, one time during the first year of the Warranty, adjust cabinet door catches or closing mechanisms that do not hold the door in a closed position. Any subsequent adjustment is considered part of routine Homeowner maintenance and is not covered by the Warranty.

17.4 CABINET DOOR OR DRAWER BINDS

Meritage will, one time during the first year of the Warranty, adjust cabinet doors and drawers that do not easily open or close. Any subsequent adjustment is considered part of routine Homeowner maintenance and is not covered by the Warranty.

17.5 WOOD CABINET FINISH VARIATIONS

All wood in any finish will exhibit color changes when exposed to light. All wood cabinets are constructed using different pieces of wood, and each piece will differ in color as well as change color in different ways. This color change is caused by variations in the minerals and acids from the soil and other conditions created by the growth environment of a tree. These variations in graining and color are characteristics of a natural wood cabinet and are not considered defects. Wood has these variations, and these variations are not covered by the Warranty.

17.6 ALL SOLID SURFACE TOPS

Cracks at drains and fixtures are usually the result of stress. Meritage will, one time during the first year of the Warranty, repair cracked tops at drains. Cracks, scratches or other damage caused by the Homeowner are not covered by the Warranty.

17.7 COUNTERTOP NOT LEVEL

Countertops should be no more than 1/4 inch per four feet out of level. If the countertop is more than 1/4 inch per four feet out of level, Meritage will, one time within the first year of the Warranty, make appropriate adjustments to the countertops.

17.8 COUNTERTOP DELAMINATED

Meritage will, one time during the first year of the Warranty, repair delaminated high-pressure laminate countertops.

Section 18: Appliances

18.1 CHIPPED OR SCRATCHED APPLIANCES

Scratched or chipped finishes on porcelain, glass, aluminum or other surfaces on laundry, kitchen, bar or solar appliances are not covered by the Warranty.

18.2 APPLIANCE FAILS TO FUNCTION

Kitchen, laundry, bar and solar appliances that fail to function per the manufacturer's specifications will be addressed by the manufacturer under the manufacturer's warranty.



Note: Meritage Homes does not warrant appliances. All appliances are directly warranted by the applicable manufacturer. Contact the manufacturer directly for warranty service.

Warranty Information

Section 19: Fireplace and Chimney

19.1 FIREBOX LINING DAMAGED BY FIRE

It is normal for the interior firebox area to become discolored and cracked from the heat of fire in the fireplace. This is not covered by the Warranty.

19.2 FIREPLACE SMOKE IN LIVING AREA

When fireplaces are used properly, smoke from the fireplace should not escape into living areas. In cases where smoke escapes into living areas during the first year of the Warranty because of improper installation or design, Meritage will take appropriate corrective action.

Note: High winds or external factors such as trees can cause negative draft situations. Make sure damper is fully opened.

19.3 WATER IN FIREBOX

It is common for water infiltration to occur into the firebox from the flue. A certain amount of rainwater can be expected under certain conditions. No action is required on the part of Meritage for this condition under the Warranty.

19.4 PRE-FAB GAS FIREPLACE

Meritage will, within the first year of the Warranty, repair any defects of any pre-fabricated gas fireplace per the manufacturer's specifications. Cleaning and replacement of embers will be the responsibility of the Homeowner. Manufacturer's warranty may exceed this coverage.

Section 20: Driveways and Exterior Concrete Surfaces

20.1 ASPHALT DRIVEWAYS

Asphalt driveways containing cracks exceeding 1/4 inch wide within the first year of the Warranty will be repaired by Meritage, and Meritage will repair any depression that retains water in excess of one inch deep caused by settlement within the first year of the Warranty. Extreme heat will cause indentations and surface deterioration if cars or trucks are parked for long periods of time in the same location. These indentations caused by the long-term parking of cars or trucks are not covered by the Warranty.

20.2 MASONRY (BRICK) DRIVEWAY SETTLEMENT/SHIFTING

Some settling of the masonry driveway should be expected. In cases where there is 1/4 inch or greater settlement or shifting within the first year of the Warranty, Meritage will repair by resetting pavers.

20.3 MASONRY DRIVEWAY COLOR VARIATION

Variation in the masonry or brick colors should be expected. Shade variations are normal and should be expected from weather, oxidation and pollutants. Because of this, color variation in masonry driveways is not covered under the Warranty.

20.4 CRACKS/CHIPS IN MASONRY DRIVEWAY

The Homeowner should not expect the masonry driveway to be crack-free or chip-free. Unless noted on the final walkthrough, any crack or chip in the masonry driveway is not covered under the Warranty. In cases when cracks and/or chips are noted on the final walkthrough, Meritage will take necessary corrective action.

20.5 CONCRETE SETTLING

Concrete walkways, patios and steps should not settle, heave or separate from the house structure in excess of one inch in freezing climates or 3/8 inch in non-freezing climates. In cases where this occurs within the first year of the Warranty, Meritage will repair damaged portions of the concrete, using methods at Meritage's discretion.

Warranty Information

20.6 WATER PONDING ON EXTERIOR CONCRETE SURFACES

After rain ceases and no additional rain or moisture has been introduced, water ponding should not exist on concrete surfaces for more than 24 hours. In the event it is determined, during the first year of the Warranty, that water ponding exists beyond the 24-hour period, Meritage will take discretionary corrective action.

20.7 COMMON AREA SIDEWALKS

Community sidewalks are not covered by the Warranty.

20.8 EXTERIOR CONCRETE PAVER SURFACES

Surface variances greater than 1/2 inch per four feet will be repaired within the first year of the Warranty. Due to the nature of the product, irregularities in the shape, color, texture, size and finish can be expected, and these variances are not covered by the Warranty.

20.9 CRACKS, CHIPS, SCALING AND PITTING IN EXTERIOR CONCRETE

Driveways, sidewalks, stoops, patios, and other exterior concrete areas are exposed to the elements year-round and are subject to wear and tear from weather. Cracks are to be expected due to curing, expansion and contraction. Meritage will, one time within the first year of the Warranty, repair cracks exceeding 1/4 inch in width or vertical displacement by filling, patching or grinding. Surface scaling, pitting and chipping can occur and is the result of freeze/thaw cycles, road salts, chemicals and leaving snow or water on the concrete for extended periods of time. Scaling, pitting and small cracks can also be related to soft aggregate used in standard residential concrete mixes. In either event, cracks, chips, scaling, small cracks and chips are not covered under the Warranty and will not be repaired by Meritage.

20.10 CONCRETE APPEARANCE/FINISH

Meritage will, one time within the first year of the Warranty, repair deterioration of the surface resulting in the appearance of coarse aggregate below the surface, unless salt or chemicals cause the deterioration of the surface. Meritage will repair the surface by patching or surface coating. Nonstructural cosmetic surface flaws will be repaired at Meritage's discretion. Color variations are not covered by the Warranty.

Section 21: Landscaping

21.1 LANDSCAPING

Due to regional variances in temperature and terrain, Meritage does not offer any warranty on landscaping vegetation or mechanicals including irrigation and sprinkler systems. In some areas, limited installation or mechanical warranty coverage of 90 days or less may be available from a third-party landscape contractor.

21.2 IRRIGATION - SPRINKLER SYSTEMS

In some regions Meritage may install irrigation or sprinkler systems. Functionality of your sprinkler systems is warranted for 90 days from the closing. Sprinkler systems require regular maintenance and management by you – the Homeowner. Failure to adjust water cycles and repair or replace broken sprinkler heads can result in excess water runoff, causing overwatering of vegetation, muddy areas, soggy soils, erosion of soils and swales, rot, damage to existing structures such as fencing, and possible drainage issues that could undermine your Home's foundation or lead to upheaval and cracking of existing concrete driveways and other concrete surfaces. Any and all issues, including but not limited to the abovementioned, that are the result of lack of sprinkler or irrigation maintenance or management are not covered by the Warranty.

Warranty Information

IV. APPENDICES

A. State-Specific Addenda – Arizona (applicable only if your home is located in Arizona)

In Arizona, the Registrar of Contractors regulates the work of licensed contractors within a two-year period following the completion of the home. In the event this Warranty varies from applicable workmanship standards established or followed by the Registrar of Contractors, the Registrar of Contractors shall govern and control. For more information, visit www.azroc.gov.

B. State-Specific Addenda – Colorado Concrete Addendum (applicable only if your home is located in Colorado)

The following constitute the applicable Performance Standards for Basement Floors (Concrete/Slab on Grade).

Non-structural/slab on grade basement floors will move in response to the movement of the soils beneath them. This is a normal condition. However, such movement can result in cracking and/or unevenness of the slab. Meritage, one time within the first year of the Warranty, will repair the following conditions:

1. Cracks in excess of 1/4 inch in width or vertical displacement.
2. Cracks in contraction joints in excess of 1/4 inch in width or vertical displacement.
3. Slab elevation differential in excess of 3 inches or 1% of the slab, whichever is greater.
4. Unevenness in the slab in excess of 1 inch in 32 inches, or in excess of 3/4 inch within 24 inches of a foundation wall.

At Meritage's sole discretion, Meritage will repair these conditions by filling, topping, grinding, patching, caulking, grouting, injecting and/or partial or full replacement. After the first year of the Warranty, basement floor slab maintenance is the Homeowner's responsibility. The presence of efflorescence on the surface of the basement floor is a normal condition and no corrective action by Meritage is required. Please refer to Section III.1.5.

If the Homeowner installs finishes in a basement with a non-structural slab floor and the floor moves, Meritage will not be responsible to correct resulting damage to finishes, framing, or any other parts of the Home, including without limitation structural members, even if the Performance Standards require Meritage to repair the slab itself.

C. Product Addenda (applicable only if you have purchased an attached home)

If you have purchased an attached Home, then portions of this Homeowner's Manual do not apply to your Home.

Condominiums, townhomes and other attached homes are usually constructed in conjunction with other units, making it difficult to offer pre-release, pre-construction, and pre-drywall meetings.

As a result, the following sections of the Meritage New Home Warranty do not apply.

Section 2 "The Road to Home Ownership"

Page 14 – "Pre-Release" and "Construction Ahead"

Section 5 "Under Construction"

Page 43 – "How your Home goes from Beams to Dreams"

"Pre-Construction Orientation"

Page 44 – "Pre-Drywall Orientation"

However, every home requires care and maintenance. "Taking Care of Your Home" (p. 49) includes areas that may not be your personal responsibility as an attached home Homeowner, but instead may be the responsibility of your homeowners or condominium association.

In addition, air conditioning, electrical, plumbing, fireplaces, and heating components that are outside the limits of your Home may be maintained by your homeowners or condominium association. **Please consult your Sales Associate, the applicable CCRs or condominium declarations, as well as any additional community-specific documentation provided for more details and clarification of your responsibilities.**



Please visit meritagemanual.com/warranty for complete information.

