

WARRANTY CONTACT

PLEASE REVIEW BINDER FOR IMPORTANT WARRANTY GUIDELINES & TIMELINES

ALL REQUESTS FOR SERVICE MUST BE IN WRITING AND EMAILED TO:

WARRANTY@BATESHOMES.COM

LEVELS OF SERVICE:

1. EMERGENCY – USE EMERGENCY CONTACTS
2. URGENT REQUEST – EMAIL WARRANTY@BATESHOMES.COM
3. TYPICAL CLAIMS – SUBMIT 30 DAY AND 11 MONTH LIST FOR REPAIR

PRE PURCHASE QUALITY CONTROL PROCEDURES

At Bates Homes it is our desire to provide you with the best possible customer service. In doing so, we will ask that you meet with your Customer Service Representative for a series of scheduled walkthrough appointments in an effort to deliver a defect free home. Pre Purchase Walk Through appointments with your Customer Service Representative are designed to make sure that your home is delivered complete and that any defects or flaws related to the construction of the home are corrected prior to your move-in. At the walkthrough it is imperative that you communicate any deficiencies in writing with the Bates Homes Customer Service Representative.

PRE PURCHASE WALTHROUGH SCHEDULE

1. FRAME WALK

Prior to drywall installation we will schedule a FRAME WALK. This is your opportunity to visually inspect that all of your in-wall options have been installed in the intended locations. Additional charges will be assessed for change requests after drywall installation. If you purchase your home later in the build process, after drywall, your home's progress may not allow for this FRAME WALK. The Builder is not required to make any alterations to accommodate a more thorough inspection or review.

2. PUNCH LIST CLOSING WALKTHROUGH

Your Punch List Closing Walkthrough appointment will be scheduled, approximately, 7-14 days before the close of escrow (COE). Our Representative will walk through the home with you and verify that the home has been delivered complete and that any potential "PUNCH LIST" items are identified and documented. Before COE, we will make every effort to address as many of the repair items as possible and will require that you provide a final sign off at an appointment that will be requested as soon as reasonably possible after the repair items are completed.

ITEMS LISTED BELOW MAY BE EASILY DAMAGED DURING YOUR MOVE-IN AND MUST BE NOTED AT THE TIME OF YOUR FINAL WALKTHROUGH INSPECTION. BATES HOMES WILL NOT BE RESPONSIBLE FOR SUCH ITEMS IF REPORTED AFTER THE FINAL WALKTHROUGH:

- Broken, cosmetic defects, and/or scratched windows, glass or mirrors;
- Defects in appearance and/or scratches, marring or dings on appliance finishes;
- Stained, scratches, dents, tears, holes, or marred surfaces on flooring and/or floor coverings;
- Defects, damage, scratches, holes, dents, chips and/or stains to pavers, concrete, tile, countertops, flooring, porcelain, vitreous china, counter, and vanity tops, tubs, sinks, shower units, faucets, shower enclosures and/or toilets;
- Defects in appearance of Interior or exterior finished surfaces;
- Discoloration, incorrect/inaccurate color, flawed color, defects, or inconsistencies in color, texture, or sheen of paint and/or stain on cabinets, stair railings, fencing, walls or any painted or stained surfaces;
- Defects or damage to stucco, siding, exterior trim, interior trim, and/or lighting fixtures;
- Damage to painted surfaces, drywall, stucco, or stone;
- Damage, scratched and/or dings in doors and/or door trim;
- Door peep hole damage, location, or otherwise;
- Door hardware defects or damage;
- Stained and/or chipped concrete and/or pavers;
- Torn or defective screens and/or shades;
- Damage or defects to roofing and/or gutters;
- Loose screws, nuts, and bolts;
- Fencing any and all damage, defects, discoloration, gaps, holes, shrinkage, un-level;
- Shrinkage or damage caused by shrinkage of cabinets, doors, fencing, flooring;
- Defects, damage, missing, or improper installation of medicine cabinets and/or owner supplied products;
- Nesting bees, insects, animals, or rodents;
- Missing items.

YOUR NEW HOMEOWNER WARRANTY POLICY

Congratulations on the purchase of your new home. Bates Homes is proud to provide you with a one-year limited warranty for your new home. As with any newly constructed product using natural materials, your home may need adjustments in accordance with your limited warranty coverage. This warranty specifies limits for responsibility and standards of performance under which it is valid or applicable. Following these procedures will expedite service and increase your satisfaction.

For the purposes of this warranty, “home” means your single-family residence, “you,” “your” and “Homeowner” means the owner(s) of the home and their respective heirs, executors, administrators and assigns, and “timely manner” means within 30-days after the event to which the reference relates.

WE STRONGLY URGE YOU TO READ AND FAMILIARIZE YOURSELF WITH THIS WARRANTY.

Bates Homes, LLC, hereinafter referred to as Bates Homes, warrants that your home will meet the Warranty Standards of Performance described herein below, subject to the following provisions:

- The 1-year warranty period begins the date upon which both the original purchaser’s closing of title and the completion of the written punch list have been completed.
- All warranty requests must be made to Bates Homes in writing during the warranty periods specified herein.

This warranty, designed to protect the Homeowner from the possibility of faulty construction or defective materials, does not cover defects caused by normal wear and tear, Homeowner neglect, or by acts of God or natural disasters beyond the control of Bates Homes, as more particularly set forth herein. Nor will Bates Homes have responsibility for secondary damage caused by any warranted defect, except as expressly stated in this limited warranty. The failure of the Homeowner to perform the required maintenance on your home will limit or void your rights under this warranty.

Nothing contained in this warranty shall make Bates Homes an insurer of the personal property of the Homeowner or of any third party.

Under no circumstance do the provisions of this warranty limit the State statutes for latent and/or structural defects.

This warranty is applicable to all items mentioned herein only if the noted defects are reported in writing to Bates Homes’ Warranty Department before the end of the warranty period.

Only our Warranty Department Staff are authorized to accept warranty claims, direct the administration of warranty procedures, and provide judgement on warrantable and non-warrantable items covered by this Bates Homes warranty. Only an Owner of Bates Homes, LLC can sign a written statement extending the warranty period. Our sales staff is neither qualified nor permitted to accept claims or make judgement regarding warranty service. No other action on the part of Bates Homes or its employees or agents, including any steps taken to correct defects, shall be deemed an extension of the warranty period. Bates Homes also reserves the right to choose materials and methods used to make repairs.

Bates Homes cautions Homeowners from having any item covered in this warranty altered by any person or persons other than Bates Homes. Any item so altered will be excluded from warranty coverage and Bates Homes will not be responsible for costs and/or work, corrective or otherwise, performed by others.

HOMEOWNER MAINTENANCE OBLIGATION

All homes require regular maintenance to prevent premature deterioration and water intrusion and to ensure that the home's systems perform properly. Bates Homes has provided a Home Care Guide with recommendations for Home maintenance. You are required to care for and perform regular maintenance on your Home in accordance with the Home Care Guide and to perform any other maintenance that a reasonable Homeowner (or Association, as the case may be) should perform in the region where your Home is located.

MANUFACTURERS' WARRANTIES

Many of the products in your home, including appliances, flooring, plumbing, HVAC, and electrical finishes, etc. are not covered by this warranty, but rather are covered by separate warranties provided directly to the Homeowner from the manufacturer. The Homeowner should make any warranty claims relating to such appliances and equipment directly to the manufacturer. These may have been provided to you with the appliance or may be available through the manufacturer's website or toll-free warranty service number often found on the item's label. If there is a conflict between the information in this guide and the manufacturer's instructions, follow the manufacturer's instructions. The Homeowner must register each appliance with the manufacturer.

EMERGENCIES

At closing, a list of Emergency Contacts for contractors was provided to you. As phone numbers are updated from time to time, please contact warranty@bateshomes.com for the most up to date Emergency contacts list. In the case of an actual emergency, phone the appropriate contractor. Emergencies such as, plumbing leak, gas leak, roof leak, total electrical failure, heating or air conditioning failure are to be addressed immediately and can lead to serious damage to property and persons if not addressed safely and in a timely manner. If the warranty is due to a warrantable condition, notify your warranty-department as soon as practical. If the subcontractor is unable to respond and/or the emergency cannot be addressed by the subcontractor listed, please resolve the emergency situation through reasonable action and use of appropriate resources. Save all receipts and documentation of the incident to submit to Bates Homes. Bates Homes will reimburse you the reasonable cost for warrantable emergency work. If the issue is not covered by your Limited Warranty or is the fault of the Homeowner, the Homeowner will be responsible for all incurred expenses. When repairing or replacing finished surface of materials, the builder will try to match the materials, color, and texture as closely as possible but does not claim to repair or replace of any exactness. **For all non-emergency work, please submit requests to Bates Homes via email at warranty@bateshomes.com.** Homeowners may be charged a service fee for afterhours emergency services for non-warrantable claims and misuse or abuse of the emergency services contact for non-emergency claims.

REQUESTING WARRANTY SERVICE

In an effort to minimize disturbance to our Homeowners, we have implemented a program in which you will have the opportunity to schedule service repairs at pre-determined time intervals of 30-days and 11-months for non-emergency warranty items. Please follow the process as described below.

30 - DAY WARRANTY

During the first 30-days of homeownership, take note and develop a list of minor omissions, malfunctions or discrepancies in your home. Repairs of the below nature reported to us after 30-days into the Warranty Period will be considered Homeowner maintenance and are such not covered by warranty.

- Adjusting stacking doors, cabinets drawers and doors.
- Plumbing stoppages and/or faucet leaks.
- Caulking.
- Carpet wrinkles and seam separation.

11-MONTH

You may choose to submit a second Warranty Request with any new items at the 11-month time prior to the end of your 1-year warranty. If you choose to do so, we will repeat the warranty process one final time.

ALL OTHER WARRANTY SERVICE REQUESTS

If you believe that a component of your Home is not meeting the Standards of Performance during the applicable Warranty Period, you may **make a warranty request (the "Request") in writing by sending an email to our Warranty Department ("Warranty") at warranty@bateshomes.com**. You should expect a response confirming receipt of your Request within 48 hours. **Providing notice orally in person, by telephone or via text message does not constitute a Request.** Upon receipt, Warranty will review your Request and determine if your items fall under the Warranty and will work with you and trade partners to complete necessary warrantable work.

You must notify us of any warranty items in a timely manner of first discovery of the condition for which you seek warranty coverage. If we receive your Request after the expiration of the warranty period, regardless of when you become aware of the condition, we will have no obligations under this warranty.

Each Warranty Request will require your cooperation, including without limitation, allowing inspection of and access to the home. By submitting a Request, you agree to provide Bates Homes and our representatives complete access to your home, within a timely manner, between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday (not including holidays) to inspect, conduct tests and repair as we deem necessary. You agree to cooperate with us and any third parties acting on our behalf in the inspection, testing, monitoring, repairing, replacing, or otherwise addressing your warranty request. **Upon initial submission of a Request, you have within 30-days to provide Bates Homes and our representatives access to the home to inspect and/or repair. If Bates Homes or our representatives are unable to accommodate a repair within 30-days of the claim submission, Warranty will provide notice, by way of email, of the soonest available date for repair by which you will be required to provide accesses no later than 30-days from the initial date of repair. If you are unable or unwilling to allow access to your home within the aforementioned timelines and/or fail to cooperate in our attempts to address the Request, such Request shall be deemed waived by Homeowner(s), will be closed, and we will be excused from our obligations with respect to such warranty Request. Rescheduling or cancellations in excess of three scheduled appointments will be deemed as a failure to cooperate.** It is imperative to provide timely notice of a claim and allow for timely repairs to ensure safety and mitigate further damages. We will not be responsible for any repairs or any other costs or expenses (including, without limitation, home inspector, consultant or contractor fees) that you incur to address a claim.

Please note, a Homeowner or Designated Representative must be available to meet with Field Representatives and allow Trade Partners entry to your home to complete work. We cannot accept oral request for warranty service. Submit warranty claims via email to **warranty@bateshomes.com**. Putting your request in writing ensures that there will be accurate documentation.

WHAT IS NOT INCLUDED BY THE WARRANTY

In addition to other limitations and exclusions set forth in this Warranty and the accompanying Standards of Performance, the Warranty DOES NOT provide coverage for the following items, which are specified EXCLUDED:

- 1) Homeowner failure to properly maintain the Home or the failure of any prior owner of the Home (other than Bates Homes) to properly maintain the Home by performing regular care and maintenance of the Home.
- 2) Normal wear and tear or normal deterioration.
- 3) Missing items.
- 4) Any deviation from the Warranty Standards of Performance caused by, or resulting from, materials or work supplied by someone other than Bates Homes, its agents, or subcontractors.
- 5) Loss of or damage to any property, fixture, structure, or improvement that is not part of the Home or was not constructed by Bates Homes. Homeowner shall be responsible for paying any costs required to remove such property, fixtures, structure, or improvement if Bates Homes deems it reasonably necessary to address a Warranty Request.
- 6) Loss or damage caused by a failure by Homeowner or any prior owner of the Home (other than Bates Homes) to take timely action to mitigate a condition that you are aware of or should be aware of.
- 7) Loss or damage caused by failure by Homeowner to allow access for repair by Bates Homes or its agents in a timely manner, where timely manner. (See Above)
- 8) Damage to personal property.
- 9) Dampness or condensation due to the failure to maintain adequate ventilation or appropriate temperate.
- 10) Economic damages due to the Home's failure to meet your expectations.
- 11) Any non-conformity with local building codes, regulations, or requirements and any deviation from plans and specifications where the condition does not result in a deviation from the Standard of Performance and actual physical damage to the Home.
- 12) Any failure by Bates Homes to complete any component of the Home when such failure is apparent and obvious.
- 13) Any claim for which Bates homes has obtained a release.
- 14) Any damages to, or resulting from, a swimming pool that is located either within or outside the Home as a result of its construction, placement, use, equipment, or maintenance.
- 15) Sound transmission and sound proofing between rooms and floor levels within a single-family home or within a unit in a multi-family building.
- 16) Any exclusions set forth in the Standards of Performance.
- 17) Loss or damage caused or made worse by:
 - a) Failure to maintain proper temperature (heating & cooling) and humidity within the Home.
 - b) Installation or alteration of improvements by anyone other than Bates Homes, its agents, or its subcontractors, that results in improper drainage that permits water to pond or become trapped in localized areas or against the foundation of the Home.
 - c) Negligence, misuse, abuse, improper maintenance, or intentional or improper operation by anyone other than Bates Homes, its agents, or subcontractors.
 - d) Abnormal loading of structural elements by anyone other than Bates homes, its agents or its subcontractors that exceed deign loads as mandated by applicable building codes.
 - e) Failure of anyone other than Bates Homes, its agents, or subcontractors to comply with the manufacturers' warranty requirements for appliances, equipment, or fixtures.
 - f) Changes to the grading of the ground by anyone other than Bates Homes, its agents, or subcontractors.
 - g) Failure to give timely notice within 30-days of observing the issue, sooner for emergency issues or issues related to functionality, to Bates Homes of deviations from the Standard Performance under the Warranty.
 - h) Failure to take timely and reasonable steps to protect and minimize damage resulting from a deviation from the Standards of Performance.
 - i) Damage caused by force majeure events, including but not limited to Acts of God, riot or civil commotion, war, vandalism, hurricane, tornado, windstorm, wind driven rain or water, extreme wind, explosion, power surges or failures, blasting, smoke, water escape, tidal wave, over-flow of body of water, flood, water that backs up from sewers or drains, hail, snow, ice storm, lightning, falling trees, or other objects, aircrafts, vehicles, landslide, mudslide, avalanche, earthquake, or volcanic eruptions.
 - j) Abuse of your Home.
 - k) Microorganisms, fungus, decay, wet rot, dry rot, soft rot, rotting of any kind, moisture, mold mildew, vermin, termites, insects, rodents, birds, wild or domestic animals, plants, corrosion, rust, naturally-occurring gases (such as radon and methane), radiation, formaldehyde, asbestos, any solids, liquid or gaseous pollutant, contaminant, toxin, irritant, or carcinogenic substances, whether organic or inorganic, and electromagnetic field or emission, including any claim of health risk or uninhabitability based on any of the foregoing.
 - l) Cost or expenses resulting from the direction of any governmental entity to test, clean up, remove, treat, contain or monitor pollutants.

- m) Buried debris, underground springs of other water, sinkholes, mineshafts or other subsurface anomalies, not known or reasonably discoverable by Bates Homes at the time of construction.
 - n) Changes in the level of the underground water table or water below the surface of the ground that were not reasonably foreseeable at the time the Home was constructed.
 - o) Except as provided in the Standard of Performance, defects in recreational facilities, driveways, walkways, sidewalks, concrete, pavers, steps, patios, porches and stoops not structurally attached to the Home, decks and balconies that are not bolted to or cantilevered from the main structure of the Home, boundary and retaining walls, bulkheads, fences, landscaping, sodding, seeding, shrubs, trees, plantings, subsurface drainage systems (other than footer drains), lawn sprinkler systems, off-site improvements (including streets, sidewalks, and adjacent properties), or any other improvements that are not part of the Home.
 - p) Defects in detached garages or outbuildings (except those that contain plumbing, electrical, heating, cooling, or ventilation systems that serve the Home and then only to the extent that the defect would affect these systems). A detached garage is one that is constructed on its own foundation, separate and apart from the foundation of the Home. A breezeway, fence, utility line, or similar union shall not cause a garage or outbuilding to be considered attached.
 - q) Except as provided by the Standards of Performance, any portion of a water supply system, private or public, including volume and pressure of water flow.
 - r) Except as provided in the Standard of Performance, any portion of a sewage disposal system, public or private, including the design.
 - s) Malfunction of equipment or lines of the utility companies, including but not limited to telephone, gas, power, or water companies.
- 18) Landscaping- Grass, trees and shrubs are living items. Bates Homes cannot control the watering, fertilizing and weather conditions after you move in. Therefore, Bates Homes accepts no responsibility for these items.
 - 19) Sprinkler heads, irrigation lines and valves damaged by freeze, abuse or negligence.
 - 20) Re-caulking or replacement of caulking both inside and outside do to shrinkage around doors, windows, moldings, tubs, showers, etc.
 - 21) Fencing, holes, gaps, discoloration, missing fencing, color, paint, stain, and/or shrinkage.
 - 22) Replacement of heating and air conditioning filters, battery replacement in components of your home, light bulbs, any Homeowner maintenance items.
 - 23) Broken or damaged water lines due to weather conditions e.g. freezing, or through abuse.
 - 24) Upgrades for which the Homeowner has selected directly with the supplier such as flooring, tile, security system, etc. The subcontractors warranty covers these items and they should be contacted directly.
 - 25) Warranties on manufactured products such as light fixtures, plumbing fixtures, windows, etc., which are not part of the structural component of the home are made solely by the manufacturers, suppliers and/or contractors providing same, and cover only the products referred to therein. Bates Homes does not make or adopt any such warranty and does not have any obligation or liability under such warranty.
 - 26) General Warranty items such as appliances, water heater, furnaces etc., carry manufacturer warranties for a specific period of time. All warranty cards must be filled out and returned to the manufacturer when required. Service calls should be directly to the manufacturers company.
 - 27) Garage floors are not warranted against moisture coming through the surface.
 - 28) Any deviation from the Warranty Standards caused by, or resulting from, materials or work provided by someone other than Bates Homes or its subcontractors.
 - 29) Broken and/or scratched windows, glass or mirrors;
 - 30) Defects in appearance and/or scratches, marring or dings on appliance finishes;
 - 31) Stained, scratches, dents, tears, holes, or marred surfaces on flooring and/or floor coverings;
 - 32) Defects, damage, chips and/or stains to paver, concrete, tile, countertops, flooring, porcelain, vitreous china, counter, and vanity tops, tubs, sinks, shower units, faucets, shower enclosures and/or toilets;
 - 33) Defects in appearance of Interior or exterior finished surfaces;
 - 34) Discoloration, incorrect/inaccurate color, flawed color, defects, or inconsistencies in color, texture, or sheen of paint and/or stain on cabinets, stair railings, walls or any painted or stained surfaces;
 - 35) Defects or damage to stucco, siding, exterior trim, interior trim, and/or lighting fixtures; Damage to painted surfaces & drywall.

THE BATES HOMES EXPRESS LIMITED WARRANTY

Under the Warranty, Bates Homes warrants that your Home will meet the Standards of Performance set forth in this Warranty. Certain components of your Home are covered for either 30-days or 1-year as indicated in the Standards of Performance (the “Warranty Period”). Bates Homes’ obligations are expressly limited to the Standards of Performance and the Warranty Periods. This Warranty is the sole and exclusive warranty provided to you by Bates Homes and constitutes the exclusive remedy with respect to all claims by you against Bates Homes. You specifically waive the right to seek damages or to assert any claims against Bates Homes, except as may be provided in this Warranty.

DISCRETION TO REPAIR OR MAKE PAYMENT

Bates Homes shall repair any item that does not meet a Standard of Performance or Bates Homes may elect at its sole discretion to (1) pay you the reasonable cost for Bates homes to perform the repair, or (2) pay you the diminution in fair market value of the Home caused by the failure to meet the Standard of Performance. In lieu of making a repair, Bates Homes may elect at its sole discretion to replace the warranted item. References to “repair” in this Warranty are intended to include “replacement” where Bates Homes elects to replace a warranted item rather than repair it.

COST OF TEMPORARY HOUSING

If your Home becomes temporarily uninhabitable due to a condition that is covered by the Warranty or due to work that is necessary to repair a condition that is covered by the Warranty, Bates Homes will reimburse you for the reasonable cost of temporary hotel accommodations for the period of time during which you cannot reasonably reside in the Home. The cost of temporary hotel accommodations must be pre-approved by Bates Homes or you will waive the ability to recover these costs from Bates Homes. You must also provide proof of payment for all costs and submit in order to receive reimbursement from Bates Homes.

POST REPAIR CONDITION OF HOME

If an item covered under the Warranty deviates from the Standards of Performance, Bates Homes may repair it to conform to the Standards of Performance. In the case of structural elements that deviate from the Standard of Performance, Bates Homes may repair the structural element to restore the element’s load-bearing function, as designed, and make other repairs necessary to return the Home to a safe condition. Repairs undertaken pursuant to the Warranty are intended to restore the Home to approximately the same condition as existed prior to the Warranty Request, but not a new condition. If Bates Homes repairs surfaces, finishes, or coverings, then Bates homes will attempt to achieve as close a match with original surrounding areas as is reasonably possible, but Bates Homes cannot guarantee and does not warrant an exact match. Bates Homes will only repair those surfaces, finishes, and coverings that: (1) are actually damaged as a result of a deviation from the Standards of Performance (or damaged in the course of repairing conditions that deviate from the Standards of Performance) and (2) were part of the Home when title was first transferred by Bates Homes. Bates Homes will repair such surfaces, finishes, and coverings that are damaged as a result of a deviation from the Standards of Performance, or, alternatively, at Bates Homes’ sole option, Bates Homes will pay you the fair market value of such item or property at the time the damage occurred. You acknowledge that you accept the risk of damage to your personal property or surfaces, finishes, coverings or other components added to the Home by you and that you will take measures you deem appropriate to mitigate that risk, either through insurance or otherwise.

RELEASE

Upon completion of repairs to a warranted item or upon payment to you in lieu of repairs pursuant to this Warranty, you agree to sign a full release of Bates Homes’ obligation for the deviation from the Standard of Performance and any related damage. Unless otherwise agreed to by you, the release shall apply only to the claim that is resolved by the repair or payment (as the case may be) and does not prevent you from making a Warranty Request for any other deviation from the Standard of Performance for other claims during the Warranty Periods.

NO VOLUNTARY PAYMENTS

You agree not to make any voluntary payments, assume any obligations, or incur any expenses to address a condition that you believe constitutes a deviation from a Standard of Performance without prior written approval from Bates Homes. Bates Homes will not reimburse you for repairs that you make or pay for without first (1) notifying Bates Homes of the problem, (2) allowing Bates Homes to investigate and repair it as required by this Warranty, and (3) obtaining Bates Homes’ prior written approval.

DISPUTE RESOLUTION

Any and all disputes between the Homeowner(s) and Bates Homes shall be resolved in accordance with the binding arbitration provisions set forth in Section 11 of the purchase agreement executed by the original purchaser of the home (the “Purchase Agreement”), the provisions of which are incorporated herein by this reference (the “Dispute Resolution Procedure”), and shall bind such initial Homeowner(s) and all subsequent Homeowner(s). Before filing a request for mediation or arbitration under such Dispute Resolution Procedure, you must first submit and allow us to process the warranty request pursuant to the terms and conditions of this warranty. If you are not satisfied with Bates Homes’ solution to your warranty request, you may then proceed with the Dispute Resolution Procedure.

TRANSFER TO SUBSEQUENT HOMEOWNER(S)

If ownership of the home is transferred during the warranty period, all of your rights and obligations under this warranty, including without limitation, the foregoing Dispute Resolution Procedure provisions, shall, unless they have been previously released by you or your successor, transfer to each successor owner of the home for the remainder of the applicable warranty period. In the event of such transfer, you are responsible for giving this warranty, the Homeowner Manual and all disclosures attached to the Purchase Agreement to the subsequent owner as part of the contract of sale of the home. Any transfer of this warranty shall not affect, increase or reduce the coverage provided hereunder.

LIMITATIONS OF LIABILITY

EXCEPT AS PROHIBITED BY LAW, HOMEOWNER(S) ACCEPT(S) THIS WARRANTY AS A MODIFICATION OF ANY EXPRESS OR IMPLIED WARRANTIES OF QUALITY ARISING UNDER MONTANA CODE ANNOTATED, AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, WHICH, ANY OTHER PROVISION HEREIN NOTWITHSTANDING, ARE DISCLAIMED AND EXCLUDED BY SELLER TO THE MAXIMUM EXTENT PERMITTED BY LAW. THIS DISCLAIMER AND EXCLUSION INCLUDES ANY EXPRESS OR IMPLIED WARRANTY RELATED TO MOLD, AS SET OUT MORE FULLY IN THE MOLD DISCLOSURE/WAIVER AGREEMENT ATTACHED TO THE PURCHASE AGREEMENT SIGNED AND AGREED TO BY THE ORIGINAL PURCHASER OF THE HOME, THE PROVISIONS OF WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE AND SHALL BIND THE INITIAL HOMEOWNER(S) AND ALL SUBSEQUENT HOMEOWNERS.

THIS MEANS THAT THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY THAT APPLIES TO AND GOVERNS YOUR AND BATES HOMES’ RIGHTS AND OBLIGATIONS RELATED TO THE HOME AND MEANS THAT THERE ARE NO OTHER WARRANTIES EXCEPT AS REQUIRED BY LAW. EACH HOMEOWNER WAIVES ANY RIGHT TO RECOVER ACTUAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES SUFFERED AS A RESULT OF ANY DEFECTIVE MATERIALS OR WORKMANSHIP WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, AND WHETHER BATES HOMES’ OR ITS SUBCONTRACTORS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. TO THE EXTENT PERMITTED BY LAW, ALL CLAIMS FOR PERSONAL INJURY RELATING TO MOLD, MILDEW, FUNGUS, DEAY, ROT OR OTHER MICROORGANISMS ARE HEREBY WAIVED.

IF ANY PROVISION OF THIS WARRANTY IS DETERMINED TO BE UNENFORCEABLE UNDER APPLICABLE LAW, SUCH DETERMINATION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PROVISIONS OF THE WARRANTY.

STANDARDS OF PERFORMANCE

Your home was built to the requirements of the building codes of the prevailing local jurisdiction where your home is located. In the case of items where no codes exist, the provisions of the U.S. Department of Housing and Urban Development Minimum Property Standards prevail. The following are Homeowner guidelines for care and building standards are expressed in terms of maximum tolerances permissible.

APPLIANCES		
<i>All appliance warranties go directly from the Homeowner to the appliance manufacturer. Please refer to the manufacturer's warranty.</i>		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Appliance deficiencies and defects.	None. Appliances are covered by the manufacturer's warranty. Builder is not responsible for appliance warranties, repair, or registration.	The Homeowner must register each appliance with the manufacturer. Report to the appliance Manufacturer within the appliance Warranty Period.
Cosmetic damage, defects in appearance and/or scratches, marring or dings on appliance finishes	These defects are not covered after close of escrow or first occupancy, whichever occurs first, and must be noted on your punch list as they are easily damaged. Deficiency must be visible by the naked eye under regular day light circumstances from 6ft distance straight on to be considered a punch list item.	Report on walkthrough punch list prior to close of escrow or first occupancy, whichever occurs first.
CABINETS & VANITIES		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Warped or shrinkage in cabinets.	1-Year Warranty. Builder shall doors and drawers that are warped more than ¼". This condition is measured by closing the drawer or door and measuring from the face frame to the point of furthest warpage. Builder is not responsible for exact matching cabinet finishes, color or stain.	Keep consistent humidity and temperature in your home. Prevent cabinet water exposure. Report to the Builder within the Warranty Period.
Cabinet drawers and doors not working properly	30-Day Warranty. Builder shall adjust cabinet drawers and doors if reported within the 30-Day Warranty Period.	After the first 30-days of ownership, cabinet adjustments are Homeowner maintenance. Report to the Builder within the 30-day Warranty Period.
Split in cabinet panels and gaps between the cabinets or between the cabinets, ceiling, or walls.	1-Year Warranty. Builder shall correct any gaps greater than ¼" wide unless due to overloading cabinets or misuse. Overload and misuse will terminate the cabinet warranty.	Do not overload cabinets. Report to the Builder within the Warranty Period.
Color variance and/or fading of cabinet paint, stain, sheen, or finishes.	None. Color can differ with wood grain variations and stain lots, some variation is normal due to the nature of wood. Overtime woods may darken or lighten. This is a natural occurrence and cannot be controlled. It is not unusual for the color of installed cabinets to be slightly different from the samples shown at the time of selection. Exact stain, sheen, cannot be guaranteed and is not covered by this Warranty.	Report on punch list prior to close of escrow or first occupancy, whichever occurs first. Protect finishes through shading of windows and conditioning of woodwork. Homeowners should dry cabinets when they get wet and avoid using solvents or harmful chemical agents as they may damage the cabinet finish.
Joints gaps in cabinet and vanity molding greater than 1/16".	1-Year Warranty. Builder shall repair cabinet and vanity joint gaps greater than 1/16". Contractor will make best efforts to color match but cannot guarantee color and texture match.	Report to the Builder within the Warranty Period.
Scratches, dents, dings, damage in cabinet or hardware.	None. These items are not covered under this Warranty. Please report these to the Builder for repair at the Final Walkthrough. These items will not be covered after closing or first occupancy, whichever occurs first.	Homeowner should carefully handle and maintain cabinets. Report on punch list prior to close of escrow or first occupancy, whichever occurs first.

CARPET		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Non-uniformity of color, spots, stains, fading, or discoloration	None. Cosmetic defects are not covered under this warranty, after closing, or first occupancy, whichever occurs first.	Report on punch list prior to close of escrow or first occupancy, whichever occurs first. Homeowner should have stains and spots treated by a professional cleaner. All carpets will slowly lose some color due to natural and artificial forces in the environment.
Visible carpet seams	None. All properly installed carpet seams are visible to some degree depending upon the type, color, location, light exposure and installation of the carpet.	
Open carpet seam gaps, wrinkles carpet, stretched carpet.	1-Year Warranty. Builder shall repair any openings or gaps in the seams if due to regular wear and tear, not Homeowner misuse.	Carpet that becomes loose or wrinkled from use should be re-stretched and secured to prevent from wear and creasing damage. Report to Builder immediately before condition worsens.
Nails or tack strips protruding through the carpeting.	30-Days Warranty. Builder shall repair any protruding nails or tack strips noticed within the first 30-days of the Warranty.	Report to Builder within 30-Day Warranty period.
Wall-to-wall carpet coming up, loose, or stretched.	1 Year-Warranty (One-Time-Only). If builder originally installed wall-to-wall carpeting as a primary floor covering, Builder will re-attach or re-stretch any of the carpeting that has loosened from the material to which it was attached on-time in the first year starting after closing or move-in, whichever occurs first.	Report to Builder immediately before condition worsens.
Wet carpet.	None. Unless caused by another warrantable Builder responsibility such as roof leak.	It is the Homeowner's responsibility to carefully pull the wet carpet loose from the tack strip and turn back to dry. If Homeowner does not pull carpet back to dry and carpet rots or becomes mildewed, replacement of damaged carpet becomes Homeowner's responsibility.
CERAMIC TILE		
<i>*Builder will not be responsible for discontinued tile or grout colors or patters. *Builder will not be responsible to match the tile pattern or color between the old and new tile and grout.</i>		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Chipped or cracked floor, counter or wall tile.	None. Builder shall replace any cracked tile(s) and re-secure any loose tile(s) noted prior to closing or first occupancy, whichever occurs first. Builder is not responsible for discontinued patterns or color variations in ceramic tile and is responsible for replacement of defective tile(s) ONLY.	Cracks in grouting of ceramic tile joints are commonly due to normal shrinkage or settling caused by climate and temperature change. Minor hairline cracking is acceptable and considered a Homeowner maintenance item
Cracks in grouting of ceramic tile joints and junctions with other material such as a bathtub or stone slabs to tile.	None. These are not covered in this Warranty. Cracks at the joints of tile are commonly due to normal temperature changes.	Please report these to the Builder for repair at the Final Walkthrough. Re-grouting or caulking of these cracks are Homeowner maintenance.
Loose floor, counter, or wall tile.	1-Year-Warranty (One-Time-Only). Builder will re-secure loose tiles one-time-only during the Warranty Period.	Re-grout cracks during the lifetime of the home.

CONCRETE		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Damage to curbs, sidewalks, roadways.	None. Curbs, sidewalks, and roadways are not covered under this Warranty due to the nature of exposure to things outside of Builder's control. Usually these items are the responsibility of the HOA or local municipality to repair and maintain.	Contact your HOA or local municipality to repair.
Cracks in concrete slab-on-grade floors under finished flooring.	1-Year Warranty. Builder shall repair cracks which rupture the finished flooring materials so the cracks are not readily apparent when the finished flooring material is in place.	
Cracks in garage slab.	1-Year Warranty. Builder shall repair cracks exceeding 1/4" wide or 1/4" in vertical displacement.	
Black marks on pavers, driveways, garage floor, curbs, or walks.	None. Damage called "scrubbing" may occur to your asphalt driveway by turning your front wheels while your vehicle is not moving.	Avoid turning the wheels of your car while it is stopped as the resulting damage is not warrantable.
Pitting, scaling, or spalling of concrete and pavers.	1-Year Warranty. It is normal for some minor chipping of the surface to occur. Concrete surfaces should not disintegrate so that the aggregate is exposed and loosened under normal use and weather conditions. Builder shall repair concrete surfaces due to construction defects. Builder is not responsible for deterioration caused by salt, chemicals, mechanical implements, or other factors beyond our control.	Avoid damaging concrete with salt, chemicals, mechanical equipment, etc. Do not permit heavy trucks, loaded or unloaded, inside the curb line of your property. They may seriously damage your concrete, paver, and asphalt surfaces.
Uneven concrete floor or slab interior.	1-Year Warranty. Concrete floor in rooms designed for habitability (as living space) will not have pits, depressions, or raised surfaces greater than 1/4" in 30". Builder shall repair cracks exceeding maximum tolerance.	
Cracks in basement floor.	1-Year Warranty. Builder shall repair cracks exceeding Cracks 3/8" wide or 3/8" in vertical displacement.	
Cracks in basement walls.	1-Year Warranty. Builder shall repair cracks exceeding 1/8" wide.	
Cracking, settling or heaving of exterior concrete slabs, stoops or steps, garage floors.	1-Year Warranty. Stoops, steps, or garage floors will not settle more than 1" from the Home. We will correct these deficiencies.	
Water not draining from outdoor concrete work and only standing water exceeding 1/2 "inch after a period of dry weather should be considered an item to be reviewed. Standing water on stoops.	1-Year Warranty. However, it is normal for small amounts of water to stand on stoop for short periods after rain or watering. The Builder shall take corrective action to assure proper drainage of stoops and steps, patios, driveways, and sidewalks, where improper drainage is reported and not caused by Homeowner landscaping.	
Settling, heaving, or separation of stoops, steps, or garage floors.	1-Year Warranty. Builder shall repair stoops, steps, or garage floors with notice settle, heave, or separation more than 1" from Home.	
CONDENSATION LINES		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY

Condensation lines can clog under normal use	None. These items are not covered under this Warranty.	This is considered a Homeowner maintenance item.
DECKS & BALCONIES		
Standing water.	1-Year Warranty. Water should drain away from decks and balcony. Standing water exceeding ¼” per foot in the first 30-inches after a 24-hour dry period in warm climates shall be addressed by Builder. Cooler climates (i.e. acts of God, cold weather, excessive rain storms, snow and ice events.) will exceed the drying time per performance standards.	Homeowner shall make sure drains, g
DOORS & WINDOWS		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Air leak in and around doors and windows.	(See “Weather Stripping”)	
Broken, scratched or damaged glass on doors and windows.	None. These items are not covered under this Warranty.	Please report these to the Builder for repair prior to closing or first occupancy, whichever occurs first.
Door & windows paint or stain fading or chipping.	None. These items are not covered under this Warranty. Please report these to the Builder for repair at the Final Walkthrough.	A high-quality, exterior-grade, UV stabilized, clear polyurethane, protective topcoat must be renewed according to the door manufacturer’s recommendations. Contact the manufacturer or refer to the door’s warranty literature for details.
Chips, dents, scratches, knots, and gauges.	None. These items are not covered under this Warranty. Please report these to the Builder for repair at the Final Walkthrough.	Any item identified after COE or Move In, whichever occurs first, will not be the builder’s responsibility and are considered general ware to be maintained by Homeowner.
Panel in doors shrink do that raw wood edges show.	None. It is normal for panels to shrink. No repair needed.	
Split panel may allow light to be visible from the inside of the house.	30-Day Warranty. Builder shall fill split with colored putty and match color if reported within the first 3-days. Color match not guaranteed. We will make this repair only once after closing or first occupancy, whichever occurs first.	After 30-days this is considered Homeowner maintenance.
Hardware failure to lock or operate properly on doors and windows.	30-Day Warranty. Builder shall repair any hardware which does not meet manufacturer’s standards within the Warranty Period.	With proper use and care locks and latches should last you several years. Do not slam doors or windows. Do not try to close or lock doors and windows when the lock or latch are turned to the LOCK position.
Air leaks in and around doors and windows.	1-Year Warranty. Doors and windows will be installed in accordance with the manufacturer’s standards. If air comes in because doors, windows, or weather-stripping were fitted poorly, Builder will repair the improperly fitted doors, windows, or weather-stripping.	If you live in an area with high wind or extreme weather, you may wish to install storm doors and windows.

<p>Water penetration of doors and windows.</p>	<p>1-Year Warranty. Unless directly attributed to faulty installation, window and door leaks are a result of conditions beyond the Builder's control. No corrective action is required. Windows will allow wind and rain to enter when extreme conditions occur. Water penetration caused by sprinklers, water hose, or wind driven rain, is not Builder's responsibility.</p>	<p>Maintain weather-stripping and seals. Ensure all doors and windows are closed and secured. Do not spray or direct water at doors and windows.</p>
<p>Windows do not function properly. Sticking windows.</p>	<p>30-Day Warranty. Builder will correct the windows so that they are relatively easy to operate within the 30-days Warranty Period.</p>	<p>Apply a small amount of silicone lubricant to the tracks to easy operation. Check that window coverings or owner installed painting is not causing an obstruction. Keep tracks clean and clear of debris. Do not slide or slam windows unevenly or with great force. This may cause windows & sliding doors to pop off their tracks or become uneven and is not a builder defect but Homeowner care and use.</p>
<p>Condensation on interior or exterior of windows.</p>	<p>None. Condensation may occur on the interior window surfaces with extreme in temperatures and humidity. Individual humidity habits can impact humidity levels. These conditions are beyond Builder's control and are not Builder's responsibility.</p>	<p>If humidifier is installed, Homeowner must follow the manufacturer's recommendations for proper setting of the humidifier.</p>
<p>Condensation between window panel.</p>	<p>1-Year-Warranty. Windows should not allow condensation between panels. Condensation on windows is perfectly normal due to temperature changes. Builder will replace or repair windows that have condensation occurring between window panels.</p>	
<p>DOORS - EXTERIOR</p>		
<p>Outside doors warped</p>	<p>1-Year Warranty. Builder shall repair any doors that warp to the extent that they satisfy one of the following: 1. They no longer work; 2. They are no longer weather resistant; or 3. They warp more than ¼", measured diagonally from corner to corner. Builder shall refinish any new doors to match other doors as closely as possible. Color match is not guaranteed.</p>	<p>Homeowner responsible for door maintenance and care. Preventing excessive water exposure. Touch-up paint as needed to protect and prevent against moisture.</p>
<p>DOORS - INTERIOR</p>		
<p>Inside doors or closet doors warped</p>	<p>1-Year Warranty. Interior doors should not warp to exceed 3/8" for a 6'-8' tall door. Builder will repair as needed. In the event Builder installs a new door, Builder will finish new doors to match other doors as closely as possible but cannot guarantee an exact color match.</p>	

DOORS-SCREENS		
Screen doors fall off the track when in use.	None. These items are not covered under this Warranty. Please report these to the Builder for repair at the Final Walkthrough.	Homeowner to maintain & repairs screen doors.
DOORS-SLIDING		
Sliding doors do not operate properly.	1-Year Warranty. Sliding doors will be installed in accordance with the manufacturer’s cleaned specifications. Builder will repair and adjust inoperative sliding doors, this does not cover damage to the glass pain of the door, failure to clean and lubricate track, or damage to track from improper use.	Clean and lubricate the tracks for the sliding door. Do not abuse, force, kick, or damage the track or kick the door off track. This will void your warranty.
DOORS – BIFOLD		
Doors are installed to remain on track.	30-Day Warranty. Builder shall repair doors falling off tracks within first 30-days of warranty.	It is the Homeowner’s responsibility to take care when using bifold doors. After 30-days, it is the Homeowner’s responsibility to reinstall or repair doors.
DOORS – GARAGE DOORS		
Garage Doors do not operate properly.	1-Year Warranty. If garage doors do not operate properly under normal use, Builder shall adjust or correct them. If Homeowner installs a garage door opener, Builder is no longer responsible for the operation of the garage door and his will void your warranty on all garage door claims.	Keep all parts lubricated.
Rain or snow leaks through garage door.	1-Year Warranty. Garage doors will be installed in accordance with manufacturer’s specifications. Builder will repair leaks resulting from a failure to properly install the garage doors. During severe weather conditions, some leakage may be normal.	
ELECTRICAL		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Switches, fixtures and outlets do not operate as intended.	1-Year Warranty. Builder shall repair and replace inoperative items at Walkthrough. Homeowner responsibility after the COE.	Light bulbs, broken fixtures, switches and/or outlet covers are the
Electrical fuses blow or circuit breakers “kick-out”.	1-Year Warranty. Builder shall check wiring for conformity with local state electrical code requirements. Repair wiring if it does not conform to code.	Do not overload circuits. Prior to sending in a service request, check that all circuit breakers and GFI outlets have been reset and in on position.
Air leaks around electrical outlets.	1-Year Warranty (One-Time-Only). Cold air can be drawn through an outlet on an exterior wall into a room. Builder will repair on a one-time basis after closing.	
Fluorescent tubes buzzing.	None. These items are not covered under this Warranty.	Slight buzzing noise in the fixture is normal, tubes will start to flicker as the age and need to be replaced. Homeowner should replace tubes.

Ground Fault Interrupters (GFI) frequently trip.	1-Year-Warranty. GFI's are sensitive and can be easily tripped. Normally, this is not indicative of a construction defect. Builder will install ground fault interrupters to meet the electrical requirements. Builder will correct the interrupters if the tripping is due to a defect in installation.	A tripped GFI usually indicates an overloaded circuit or the connected appliance contains a faulty ground.
Electrical wiring does not carry designated load.	1-Year-Warranty. Builder will repair any wiring that does not conform with approved local electrical requirements. Builder is responsible for original installation only. Builder is not responsible for problems caused by conditions beyond our control.	
EXTERIOR CAULKING		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Joints and cracks in exterior wall surfaces and around openings should be properly constructed and caulked to exclude the entry of water.	30-Day Warranty. Builder shall caulk joints or cracks in exterior wall surfaces when reported within the 30 days Warranty Period, after this time this becomes the Homeowner's responsibility.	Caulking will shrink and is the Homeowner's maintenance responsibility.
FENCING		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Damage, defects, discoloration, gaps, holes, shrinkage.	None. Due to exposure to natural elements discoloration and some shrinkage is normal. Due to the natural properties of wood, it is normal for fence planks to have holes from tree knots and variances in color and texture. Fencing is not covered under this Warranty. Broken or unlevel fencing will not be covered after close of escrow or first occupancy, whichever occurs first.	As wood shrinks, expands, and deteriorates over time from exposure to natural elements, fencing may require replacement of materials or re-staining or painting from time to time to keep it looking new and in good repair.
FINISH CARPENTRY – EXTERIOR		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Open cracks in excess of 3/8".	1-Year Warranty. Builder to correct or repair open cracks in excess of 3/8" unless due to neglect. Homeowners responsible for maintenance of exterior maintenance.	
FINISH CARPENTRY – INTERIOR		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Trim/molding has open joints between moldings and the surface area to which the moldings are attached in excess of 3/16".	1-Year Warranty (One-Time-Only). Builder will repair any open joints that are more than 3/16" wide, one-time-only after closing or first occupancy, whichever occurs first. Caulking is acceptable. Builder does not guarantee color match.	
Visual gaps, dings, or gouges in doors, trim, or cabinetry.	None. Builder will repair if these items are noted at the Final Walkthrough. After Final Walkthrough or Close of Escrow, these items become Homeowner's responsibility.	Homeowner maintenance and repair. See Homeowner Guide for details.
FINISHES		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY

COUNTERTOPS		
Separation from wall.	1-Year Warranty (One-Time-Only). Builder shall repair the crack one-time-only after closing or first occupancy, whichever occurs first. Caulking is acceptable.	Do not put excessive weight or force on countertops. Do not stand on countertops.
Laminate countertops delaminating.	None. Builder will repair or replace if discovered before closing or first occupancy, whichever occurs first.	Repair or replace laminate countertops with chips or cracks in the deck joint greater than 1/16" or warpage over 3/8" in 48".
MARBLE & STONE PRODUCTS		
Blemishes, scratches, stains, nicks, or chips.	None. Builder will repair blemishes, stains, scratches, nicks, or chips reported to Builder prior to closing or first occupancy, whichever occurs first.	Report to builder prior to closing or at first occupancy, whichever occurs first.
FIREPLACES		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Drafts	It is normal to expect the high winds or atmospheric pressure causes temporary negative draft situations.	Some houses may need to have a window opened slightly to create an effective draft, if they have been insulated and weatherproofed to meet high energy conservation criteria. Keep chimney clear of branches and debris.
Newly built chimneys often incur slight amounts of separation, which should not exceed 1/2 inch in any 10-foot measurement from the main structure.	1-Year Warranty. Builder to determine the cause of separation and correct as required. Caulking is acceptable.	
A properly designed and constructed fireplace and chimney should function properly.	1-Year Warranty. Determine the cause of malfunction and correct as required if the problem is one of design or construction of the fireplace.	
Changes in finish.	None. The heat from a fire can naturally change any finish on the firebox. This condition is not covered.	
Cracks in firebrick (brick that lines the fireplace) and mortar joints.	None. Roaring fires can naturally cause this cracking. This condition is not a deficiency.	
Masonry fireplaces should repel rain under normal conditions. Excessive rain will cause some leaking. Fire box should receive a fire during excessive rain periods to dry out the masonry.	1-Year Warranty. Fix the leaks if they occur during normal rainfall. When contending with the finished surface of materials that need repair or replacement, the builder will try to match the material, color and texture as closely as possible but does not claim to repair or replace of any exactness.	
FLASHING & SHEETMETAL		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY

Leaks in flashing, valleys, and gutters.	1-Year Warranty. Builder shall repair leak.	Homeowner's should keep such areas free of leaves and debris that could cause overflow to prevent leaks. If discovered, homeowners should repair leaks immediately to prevent damage to other parts of their home.
FLOORS- WOOD, TILE, RESILIENT	<i>*Builder is not responsible for matching old and new flooring and/or grout color.</i>	
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Squeaking floors	None. Extensive research and writing on the subject conclude that much has been tried but little can be done to eliminate floor squeaks. Generally, these squeaks will appear and disappear with changes in the weather. A squeak proof floor cannot be guaranteed.	
Scratches, dents, damage.	None. These items are not covered under this Warranty due to their regular use and abuse. Please report these to the Builder for repair at the Final Walkthrough before closing.	
Cuts and gouges.	None. Builder has no responsibility to repair cuts and gouges after closing or first occupancy, whichever comes first. Builder will repair cuts and gouges noted on Final Walkthrough prior to closing or first occupancy, whichever comes first.	
Flooring out of level.	1-Year Warranty. Builder shall correct or repair flooring out of level by ½" within any 32" measurement.	
Cracks between wood floorboards.	1-Year Warranty (One-Time-Only). Shrinkage is normal. Builder will repair cracks that are greater than 3/16" wide one-time-only during Warranty Period.	
Visible seams and shrinkage or gaps at joint of resilient flooring. Laminate plank, Vinyl Plank, shrinkage.	1-Year Warranty (One-Time-Only). It is natural for wood and wood-products to shrink. If gaps are more than 1/8", Builder will offer a one-time-only re-racking of resilient flooring during the Warranty Period and repair affected areas only. Exact color match not guaranteed.	
Depressions or ridges in resilient flooring due to subfloor irregularity.	1-Year Warranty (One-Time-Only). Builder shall take corrective action, as necessary, to repair any ridges or depressions which are readily apparent and which are more than 1/8" high or deep, one-time-only after closing or first occupancy, whichever occurs first.	
Resilient flooring lifting, bubbling or unglued at joints.	1-Year Warranty. Builder shall take corrective action, to repair, re-lay or replace resilient flooring lifting, bubbling or ungluing at joints. Builder is not responsible for color mismatch or Homeowner replaced floor.	
Nail pops on surface of resilient flooring.	1-Year Warranty. Builder shall correct any nail pops that break the surface of the flooring.	
Gaps in resilient tile joints.	1-Year Warranty (One-Time-Only). Builder shall take action to correct gaps in excess of 1/16" in width in resilient tile joints. Gaps greater than 1/8" where dissimilar materials abut will be repaired or replaced.	
Tile requires cleaning from Mastic on surface.	30-Day Warranty. If reported to Builder Warranty within 30-days of first occupancy or closing, whichever occurs first, Builder will clean the tiles with Mastic on them.	Homeowner responsible for cleaning if out of warranty period.
GRADING		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Settling of ground next to foundation walls, utility trenches or	1-Year Warranty (One Time in One Year). Upon request by the buyer, the builder shall fill settled areas one-time-only during the warranty period.	Should an adjustment be necessary by the builder, the Homeowner shall be responsible for all

other filled areas shall not interfere with water drainage away from the house.	When the fill is placed on the lot, the owner shall be responsible for affected grass, shrubs or other landscaping.	landscaping and structures affected by the placement of the fill.
Improper drainage of the site.	1-Year Warranty. Establish the proper grades and swales (sloped low areas) for water to properly drain away from the Home. Where lot lines permit, the protective slope will be 6 inches in 10 feet around the foundation. Water will not stand or pond in crawl spaces. Water will not stand or pond within 10 feet of the home for extended periods after a rain (usually not more than 24 hours). For swales which drain other areas or where sump pumps discharge; a longer time is not unusual (48 hours). It is normal for water to stand after a heavy rainfall. Bates Homes will not make grading or ponding determinations while there is frost or snow on the ground, or while the ground is saturated or frozen. Bates Homes is not responsible for correcting grades altered by Homeowner after close of escrow.	Maintain the grades and swales after they have been properly established by Bates Homes. Make sure established drainage patterns are not impeded by landscaping, decking, patios, pools, driveways, walls, etc. which you install. Do not change the grade of the soil away from the foundation by building planters, raised beds, or other blocking construction. Damage caused by changes in drainage and grading is not covered. Where a sump pit has been installed but the sump pump was not contracted for or installed by the Builder, Homeowner must first install a properly sized pump to determine whether this will correct the condition.
GUTTERS		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Gutters overflowing, damaged, not working, blocked, hanging off home, fallen off home.	None. Review gutters carefully at Final Walkthrough. These items are not covered under this Warranty. Please report these to the Builder for repair at the Final Walkthrough. Due to damage from natural elements and improper use or abuse, gutters are not covered after closing or first occupancy, whichever occurs first.	Keep the gutters and downspouts clean and unobstructed by tree limbs, leaves, snow, ice, balls, trash, etc. Clogged gutters and leaders can lead to leaks caused by ice damaging which is not warrantable. During heavy rains, overflow should be expected. Gutters are not covered under this warranty.
Standing water in gutters.	30-Day Warranty. It is common practice to install gutters approximately level, resulting in small amounts of water standing in gutter. If water is in excess of 1" after rain, Builder will repair within the 30-Day Warranty Period.	Standing water in excess of 1" should be looked into for maintenance. Keep leaves and debris out of gutters to allow water to flow properly.
Leaks in gutters.	None. Gutters and downspouts may overflow in heavy rains.	Do not lean ladders against gutters and downspouts. Keep leaves and debris out of gutters to allow water to flow properly.
HVAC-HEATING & COOLING		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Inadequate heating.	1-Year Warranty. Heating system is designed to maintain an indoor temperature of 70°F. The temperature is measured in the center of each room at a height of 5 feet above the floor (under local outdoor winter design conditions as specified in the ASHRAE handbook). Federal, state, or local	Balance dampers and registers and make other minor adjustment for change of seasons. Maintain unit per manufacturer's specifications.

	energy requirements take precedence. Builder will repair the heating system so that it provides the required temperature.	
Inadequate air conditioning.	1-Year Warranty. Cooling system is designed to maintain an indoor temperature of 78o F. The temperature is measured in the center of each room at a height of 5 feet above the floor (under local out-door summer design conditions as specified in ASHRAE handbook). If the temperature outside is above 95o F, cooling system must be able to maintain an inside temperature that is 15o below the outside temperature. Federal, state, or local energy requirements take precedence. Builder will repair the cooling system so that it provides the required temperature. System failure should not be considered an emergency unless outside air temperature is predicted to be above 95 degrees.	Balance dampers and registers and make other minor adjustment for change of seasons. Maintain proper window treatments to optimize cooling capabilities. Maintain unit per manufacturer’s specifications.
Cracking or popping noises coming from registers.	None. This is commonly caused from expansion and contraction of the metal inside the registers do to temperature changes. Rooms will vary in temperature by 5 or 6 degrees. This is acceptable under industry standards.	
Clogged condensation drain lines.	None. Builder will provide clear condensation drain lines at closing or first occupancy, whichever occurs first. After this, Homeowner is responsible for keeping the condensation drain lines clear.	Condensation drain lines may clog, under normal use. Homeowner should keep these clear. Prior to using the cooling system each season, check condensation lines to ensure the drain lines are clear.
Ductwork makes ticking and cracking noises.	None. Ductwork may make ticking or cracking noises when the metal in it expands or contracts from heating or cooling. This condition is natural and is not a deficiency.	
Leak in refrigerant lines.	1-Year Warranty. Builder will repair leaking refrigerant lines and recharge the unit. Unless Homeowner caused the damage.	
Ductwork makes booming noise.	1-Year Warranty. This booming is called “oil-canning”, Builder will repair the ductwork.	
Separating or unattached ductwork.	1-Year Warranty. Builder will re-attach or re-secure ductwork that has become separated or unattached as long as it is not due to Homeowner misuse.	You should not walk on or place heavy objects against or otherwise subject ductwork to unusual loads.
INSULATION		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Insufficient insolation.	1-Year Warranty. Builder will insulate the home as required to meet local energy and building requirements or, as applicable, FHA or VA requirements. Insulation does not render a wall or room soundproof.	Do not walk on or pack down insulation.
IRRIGATION		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Irrigation system fails to provide accurate area coverage.	None. These items are not covered under this Warranty. Please report these to the Builder for repair at the Final Walkthrough.	Homeowner to maintain sprinkler heads to prevent blockage. Adjust direction and volume of sprinkler heads for maximum coverage.

Broken or irregularities in sprinkler heads, riser pipes, buried controlled valves, and related riser pipes.	None. These items are not covered under this Warranty. Please report these to the Builder for repair at the Final Walkthrough.	
Water damage to home due to sprinkler.	None. Warranty on damaged area will be voided.	Homeowner responsible to adjust sprinkler.
LANDSCAPING	* Builder is responsible only for initially establishing the proper grades and swales, these become the Homeowner's responsibility upon close of escrow. * Be sure to repair any washouts as soon as possible to minimize erosion.	
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Builder installs healthy shrubs and trees where applicable.	None. These items are not covered under this Warranty. Please report these to the Builder for repair at the Final Walkthrough. Homeowner is to maintain sprinkler heads to prevent blockages and water and maintain landscaping.	
MASONRY - BRICK AND MORTAR		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Cracks in masonry foundation or basement walls.	1-Year Warranty. Cracks in masonry joints are quite common. Cracks in excess of 1/8" will be repaired. Builder not responsible for color variations.	
Cracks in masonry or veneer walls.	1-Year Warranty. Cracks in masonry are quite common due to shrinkage. Cracks in excess of 3/8" will be repaired. Builder not responsible for color variations in new and old mortar.	
MILDEW		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Mildew or fungus.	None. Mildew or fungus formation is a condition the builder cannot control. Please report these to the Builder for repair at the Final Walkthrough. Mildew or fungus discovered after close of escrow or occupancy, whichever occurs first will be considered homeowner maintenance.	
PAINT, STAIN, OR VARNISH	* Builder is not responsible to match or repair paint, paneling or wallpaper installed by customer. * Builder cannot guarantee an exact color match. Paint touch-ups will always appear a bit different in color and sheen than the old paint due to natural fading.	
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Deteriorating or peeling of exterior/outside paint.	1-Year Warranty. Builder shall ensure the exterior finishes have been applied properly and covered adequately. Builder will repair paint, stain or varnish which peels or deteriorates if due to improper application.	
Fading of exterior or interior paint.	None. Fading of paint or stain is normal and not considered a defect. The amount of fading will depend on the climate where the home is located and the exposure of the home.	Please report these to the Builder for repair at the Final Walkthrough. Use window coverings to protect interior paint fading.
Damaged, uneven, un-uniform, sheen, texture, color or stain Interior paint, stain, or varnish.	None. Due to damage incurred during the moving process the Builder cannot warranty paint coverage after closing or first occupancy, whichever occurs first. Please note at Homeowner Final Walkthrough. Homeowner to touch-up paint as needed.	
Deteriorating or peeling of interior paint.	1-Year Warranty (One-Time-Only). Builder shall ensure interior finishes have been applied properly and covered adequately. If found to be a defect in application. Builder will repair deteriorating or peeling paint one-time-only after closing escrow or the first occupancy, whichever occurs first.	Maintain interior paint per manufacturer's specifications.

Painting made necessary by other repair work.	1-Year Warranty. If painting is required because of necessary Warranty repair work done by the Builder, Builder will paint to match surrounding areas as closely as possible.	
Deteriorating varnish or lacquer finish on outside woodwork.	None. Varnish or lacquer on outside woodwork deteriorate quickly and is not covered in this Warranty. Please report these to the Builder for repair at the Final Walkthrough.	
Deteriorating varnish or lacquer finish on inside woodwork.	1-Year Warranty (One-Time-Only). Builder will ensure that natural finishes have sufficient coverage of the specified product. If found to be an issue with application, Builder will repair one-time-only after closing escrow or the first occupancy, whichever occurs first.	Builder does not warrant deteriorating varnish or lacquer due to Homeowner use.
Mildew or fungus on painted surfaces.	None. Mildew or fungus will form on a painted surface if the structure is subject to abnormal exposure. Mildew or fungus formation is a condition the builder cannot control and is a Homeowner maintenance item.	Please report these to the Builder for repair at the Final Walkthrough.
Mismatched edges of wall coverings, pattern mismatch and open seams.	None. These items are not covered under this Warranty	Please report at your Final Walkthrough for repair.
PAVERS		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Cosmetic defects, discoloration, black marks on pavers, driveways, garage floor, curbs, or walks.	None. Variation in coloration and texture is normal for pavers. Damage called "scrubbing" may occur to your pavers by turning your front wheels while your vehicle is not moving.	Avoid turning the wheels of your car while it is stopped as the resulting damage is not warrantable.
Holes, divot, dings, cracks, smudges, broken pavers.	None. Due to the exposure to elements and nature of use, pavers are not covered by this Warranty after closing or first occupancy, whichever occurs first.	
PLUMBING	<i>*Builder does not warrant pipes damaged by freezing due to homeowner negligence.</i>	
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Leaking valves or faucets.	30-Day Warranty. Builder shall repair or replace any faucets or valves that leak due to deficiencies in workmanship or materials.	However, Leakage caused by worn washers or seal is a homeowner maintenance item.
Plumbing pipes have frozen and burst.	1-Year Warranty. Drain, waste, vent, and water pipes will be adequately protected to prevent freezing as required by the applicable plumbing requirements for normally anticipated cold weather and in accordance with the design temperatures established by ASHRAE. Builder will repair any pipes not meeting the ASHRAE standards.	Drain water pipes and outside faucets when they are exposed to freezing temperatures. Keep home temperature set above 55°F at all times.
Plumbing fixtures, appliances, or trim fitting deficiencies.	1-Year Warranty. Builder will repair any fixture, appliance, or fitting which does not meet the manufacturer's standards.	
Noise from improperly anchored pipes.	1-Year Warranty. Some noise in the water pipes is natural and comes from the flow of water and pipe expansion. If there is a pounding noise from improperly anchored pipes, Builder will repair.	
Stoppage of sewer, fixtures, and drains.	1-Year Warranty. Builder will repair stoppage due to defects in construction. Builder is not responsible for any deficiency which is not construction related, including failure in the municipal systems.	If sewers, fixtures, and drains are clogged because of Homeowner actions, then Homeowner will pay the cost of repairing them.

	Builder is not responsible for repair costs incurred by Homeowner without prior approval of Builder.	
Water supply system does not deliver water.	1-Year Warranty. Builder is responsible for connecting all on-site service to municipal water mains and private water supplies. Builder shall repair problems caused by deficiencies in workmanship and materials. Builder is not responsible for water quality. Builder is not responsible for problems caused by conditions beyond our control or municipal water system.	
Septic tank distribution box and pump do not meet state, county, and local requirements.	1-Year Warranty. Builder will ensure septic tank meets state, county, or local requirements at installation. Builder will repair any defects in workmanship or materials. Builder is not responsible for conditions beyond our control such as freezing, saturated soil, an increase in the elevation of the water table, excessive use of the system, or limitations established by the local government agency.	Properly maintain the septic tank system to include proper grades, landscaping, and protection from vehicular traffic or excessive weight which would result in soil compaction. Tanks may need to be pumped during periods of excessive use or extended rainfall.
Septic drain fields.	1-Year Warranty. Septic drain fields should meet state, county, or local requirements. Builder will repair any septic drain fields that cannot properly handle the normal flow of household waste because of defects in workmanship or materials. Builder is not responsible for conditions beyond our control such as freezing, saturated soil, an increase in the elevation of the water table, excessive use of the system, or limitations established by the local government agency.	
Plumbing finishes.	None. Covered by manufacturer's warranty.	Never use polish, detergent, cleansers, abrasives or cloths with abrasive surfaces. The use of such items, other than a soft damp cloth will nullify the manufacturer's warranty.
ROLLER SHADES-BLINDES		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Damage to roller shades or window blinds.	None. Roller shades and window blinds are not covered by this Warranty.	Please report prior to closing or first occupancy, whichever occurs first.
ROOFING		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Leaks in roof and/or flashings.	1-Year Warranty. Builder will repair leaks in roof or flashings due to construction defects. Roofs and/or flashings should not leak under normally anticipated conditions, except where cause is determined to result from severe weather conditions, such as ice build-up, high winds, snow, and driven rain. Leaks caused by severe weather conditions, gutter overflow, or inadequate Homeowner maintenance are not covered by this Warranty.	Prevention of unusual snow and ice buildup is pertinent Homeowner maintenance. Do not permit any installation that punctures the roof. Walking on the roof can cause damage to tiles, shingles, and/or flashing. Have a professional check the roof periodically for damage. Properly gutter cleaning and maintenance can help prevent damage to your roof. (see "Gutters")
Ice build-up on roof.	None. During prolonged cold spells, ice is likely to build up on the eaves of the roof. This build-up will occur when snow and ice accumulate, and gutters and downspouts freeze. No action is required of the builder.	Sweep off and remove excess snow and ice buildup. Keep gutters clean of debris.
Standing water on roof.	1-Year Warranty. It is not unusual for minor ponding to occur on a flat roof for up to 24 hours after rainfall. However, if water is not draining properly, Builder will correct the drainage. Builder is not responsible if the roof was specifically designed to retain water.	

SINKS AND TUBS		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Cracking, chipping, and scratches on porcelain surfaces of bathtubs and kitchen sinks.	None. These items are not warrantable after closing or first occupancy, whichever occurs first.	Cracking, chipping and scratches on porcelain surfaces of bathtubs and kitchen sinks can occur when surfaces are hit with a sharp or heavy object.
Rust spots on sinks tubs and fixtures.	None. Some minerals in water will cause rust spots on tubs, sinks, and their fixtures, this is normal and not covered by this Warranty.	
WALLS – EXTERIOR		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
SIDING		
Inadequate clearance between exterior siding and finished grade.	None. Builder will insure there is 6” clearance between siding and finished grade at the time of closing or first occupancy, whichever occurs first.	Maintain a 6” clearance between siding and finished grade. Report prior to closing or first occupancy, whichever occurs first.
Gaps on end and side edge.	None. Gaps on end and side edge may occur due to normal expansion and contraction. Builder cannot control wood expansion and contraction. This is not covered by this Warranty.	Report prior to closing or first occupancy, whichever occurs first.
Siding deterioration or delamination.	1-Year Warranty. Siding should not deteriorate or delaminate within manufacturer’s specs. Shrinkage and expansion will occur with temperature and climate changes and are normal. Builder shall repair or replace as required unless caused by Homeowner neglect to maintain siding properly. Builder responsible for repainting only repaired sections. It should be expected that newly painted areas may not be an exact match to original surfaces.	Protect the siding from damage, such as leaning objects against siding, ball dents, and water from sprinklers striking the siding. Annually, seal or re-caulk siding. Report
STUCCO		
Cracks in stucco.	1-Year Warranty (One-Time-Only). Builder shall repair cracks in excess of 1/8” in width one-time-only during the Warranty Period. Color variations in stucco or normal and impossible to match perfectly. Builder is not responsible for color variations in stucco or repair work.	Minor cracks are typical in stucco wall surfaces and quite common around windows and door corners. You can minimize them by coating stucco with an approved stucco sealant or paint.
WALLS – INTERIOR		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
GYPSUM WALBOARD – SHEETROCK		
Visible defects such as nail pops, cracks, and seam lines due to normal shrinkage, expansion of movement of home.	None. Nail pops are common in gypsum wallboard installation and are considered acceptable.	It is strongly recommended that no custom color/custom paint including but not limited to matte, semi-gloss, and/or “custom” finishes be installed until after one year of occupancy.
Cosmetic defects, dents, holes, dings, and chips.	None. Walls are easily dented and damaged during move in and day to day wear and tear. Cosmetic defects are not covered by this warranty. Any defects must be listed on your punch list to be addressed. Defect must be visible to the naked eye, without artificial light, from over 6ft distance to qualify for the punch list.	

Defects such as, blisters in tape or loose tape.	1-Year Warranty. Correct such defects to meet warranty standard. Defect must be readily observed by visual inspection, without resorting to artificial light placements are not acceptable, except where repainting will cover the defect.	
Out of plumb walls.	1-Year Warranty. Builder will repair walls within the home that are more than ¼” out-of-plumb for any 30” vertical measurement.	
Interior walls, excluding garage, bowed.	1-Year Warranty. All interior and exterior walls have slight variances on their finished surfaces. Bowing walls will not detract from or blemish the wall’s finished surface. The Builder will repair any main interior, garage excluded, walls which bow more than 3/8” out of line within any 30” horizontal or vertical measurement taken a minimum of 16” from any sheetrock corner or opening.	
LATH & PLASTER		
Cracks in lath & plaster on inside walls and ceilings.	1-Year Warranty (One-Time-Only). Minor crack are typical in lath & plaster. Builder will repair all cracks in excess of 1/8” wide one-time-only during Warranty Period.	
VENTS & LOUVERS		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Leaks into attic through louvers and vents.	None. Home must have vents and louvers for proper ventilation. Rain and snow will sometimes come through these openings.	
WEATHER STRIPPING & SEALS		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Air leaking around doors & windows.	1-Year-Warranty (One-Time-Only). Some infiltration is normally noticeable around doors and windows, especially during high winds. Excessive infiltration is not acceptable. Builder shall adjust or correct poorly fitted windows or doors, or poorly fitted weather-stripping one-time-only during the Warranty Period.	Do not paint weather-stripping or remove any small felt pads which are attached to the doors or door jambs. Weather-stripping may hum in high winds, this is normal.
WINDOWS		
(See “Doors & Windows”		

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