

NEW HOMEOWNER WARRANTY POLICY



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

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.

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 predetermined 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, 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 it's 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.
 - () 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 wave 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 LIABILTY

EXCEPT AS PROHIBITED BY LAW, HOMEOWNER(S) ACCEPT(S) THIS WARRANTY AS A MODIFICATION OF ANY EXPRESS OR IMPLIED WARRANTIES OF QUALITY ARISING UNDER NEVADA REVISED STATUTES SECTION 116.4114, 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 INCORPOARTED 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	All appliance warranties go directly from the Homeowner to the appliance manufacturer. Please re	efer to the manufacturer's warranty.
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 furthermost 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	*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.
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.	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		
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CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Damage to curbs, sidewalks,	None. Curbs, sidewalks, and roadways are not covered under this Warranty	Contact your HOA or local municipality to repair.
roadways.	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.	
Cracks in concrete slab-on-grade	1-Year Warranty. Builder shall repair cracks which rupture the finished	
floors under finished flooring.	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,	None. Damage called "scrubbing" may occur to your asphalt driveway by	Avoid turning the wheels of your car while it is
garage floor, curbs, or walks.	turning your front wheels while your vehicle is not moving.	stopped as the resulting damage is not warrantable.
Pitting, scaling, or spalling of	1-Year Warranty. It is normal for some minor chipping of the surface to occur.	Avoid damaging concrete with salt, chemicals,
concrete and pavers.	Concrete surfaces should not disintegrate so that the aggregate is exposed	mechanical equipment, etc.
·	and loosened under normal use and weather conditions. Builder shall repair	Do not permit heavy trucks, loaded or unloaded,
	concrete surfaces due to construction defects. Builder is not responsible for	inside the curb line of your property. They may
	deterioration caused by salt, chemicals, mechanical implements, or other	seriously damage your concrete, paver, and asphalt
	factors beyond our control.	surfaces.
Uneven concrete floor or slab	1-Year Warranty. Concrete floor in rooms designed for habitability (as living	
interior.	space) will not have pits, depressions, or raised surfaces greater than ¼" 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	Stoops, steps, or garage floors will not settle more than 1" from the Home.	
steps, garage floors.	We will correct these deficiencies.	
Water not draining from outdoor	1-Year Warranty.	
concrete work and only standing	However, it is normal for small amounts of water to stand on stoop for short	
water exceeding 1/2 "inch after a	periods after rain or watering.	
period of dry weather should be	periods dreef rain of watering.	
considered an item to be reviewed.	The Builder shall take corrective action to assure proper drainage of stoops	
Standing water on stoops.	and steps, patios, driveways, and sidewalks, where improper drainage is	
Standing water on stoops.	reported and not caused by Homeowner landscaping.	
Settling, heaving, or separation of		
stoops, steps, or garage floors.	Builder shall repair stoops, steps, or garage floors with notice settle, heave, or	
stoops, steps, or garage moors.	separation more than 1" from Home.	
CONDENS ATION LINES	separation more than 1 monthlome.	
CONDENSATION LINES	DUM DED BECOOKCIDULTY	HOMEOWALD DECDONGIBLIES
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY

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Condensation lines can clog under		This is considered a Homeowner maintenance item.
normal use	These items are not covered under this Warranty.	
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	(See "Weather Stripping")	
windows.		
Broken, scratched or damaged glass	None.	Please report these to the Builder for repair prior to
on doors and windows.	These items are not covered under this Warranty.	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	None.	
wood edges show.	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.

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Water penetration of doors and windows.	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.	Maintain weather-stripping and seals. Ensure all doors and windows are closed and secured. Do spray or direct water at doors and windows.
Windows do not function properly. Sticking windows.	30-Day Warranty. Builder will correct the windows so that they are relatively easy to operate within the 30-days Warranty Period.	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.
Condensation on interior or exterior of windows.	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.	If humidifier is installed, Homeowner must follow the manufacturer's recommendations for proper setting of the humidifier.
Condensation between window panel.	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.	
DOORS - EXTERIOR		
Outside doors warped	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.	Homeowner responsible for door maintenance and care. Preventing excessive water exposure. Touch-up paint as needed to protect and prevent against moisture.
DOORS - INTERIOR		
Inside doors or closet doors warped	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.	

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	1-Year Warranty.	
door.	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	1-Year Warranty.	Do not overload circuits. Prior to sending in a service
breakers "kick-out".	Builder shall check wiring for conformity with local state electrical code requirements. Repair wiring if it does not conform to code.	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.

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

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

Leaks in flashing, valleys, and gutters.	·	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	*Builder is not responsible for matching old and new flooring and/or grout color.	
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Squeaking floors	None. Extensive research and writing on the subject conclude that much has squeaks. Generally, these squeaks will appear and disappear with change guaranteed.	s in the weather. A squeak proof floor cannot be
Scratches, dents, damage.	None. These items are not covered under this Warranty due to their regular us Please report these to the Builder for repair at the Final Walkthrough before c	losing.
Cuts and gouges.	None. Builder has no responsibility to repair cuts and gouges after closing or repair cuts and gouges noted on Final Walkthrough prior to closing or first occ	
Flooring out of level.	1-Year Warranty. Builder shall correct or repair flooring out of level by ½" with	in 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	1-Year Warranty (One-Time-Only). It is natural for wood and wood-products	
at joint of resilient flooring.	to shrink. If gaps are more than 1/8", Builder will offer a one-time-only re-	
Laminate plank, Vinyl Plank, shrinkage.	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	1-Year Warranty. Builder shall take corrective action, to repair, re-lay or	
unglued at joints.	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	30-Day Warranty. If reported to Builder Warranty within 30-days of first	Homeowner responsible for cleaning if out of
on surface.	occupancy or closing, whichever occurs first, Builder will clean the tiles with Mastic on them.	warranty period.
GRADING		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Settling of ground next to	1-Year Warranty (One Time in One Year). Upon request by the buyer, the	Should an adjustment be necessary by the builder,
foundation walls, utility trenches or		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.

temperature of 780 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 950 F, cooling system must be able to maintain an inside temperature that is 150 below the outside temperature. Each state, or local energy requirements 1s 450 below the outside temperature should not be considered an emergency unless outside air temperature is predicted to be above 95 degrees. Cracking or popping noises coming from registers. Clogged condensation drain lines. Clogged condensation drain lines. 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. Ductwork makes ticking and cracking noises. 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, Builder will repair leaking refrigerant lines and recharge the unit. Unless Homeowner caused the damage. 1. Year Warranty, Builder will repair leaking refrigerant lines and recharge the unit. Unless Homeowner caused the damage. 1. Year Warranty. Builder will re-attach or re-secure ductwork that has you should not walk on or place heavy against or otherwise subject ductwork to misse. Insulation BUILDER RESPONSIBILITY Insulficient insolation. BUILDER RESPONSIBILITY Insulation BUILDER RESPONSIBILITY Irrigation system falls to provide long first above the floor (under this Warranty, Please report these)	BATES HOMES NEVADA LIMITED WARRANTY_Rev04.1	9.2023)	
Inadequate air conditioning. 1-Year Warranty. Cooling system is designed to maintain an indoor temperature of 780 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 95 oF, cooling system must be able to maintain sinded temperature that is 150 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. 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 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 first occupancy, whichever occurs first. After this, Homeowner is responsible for keeping the condensation drain lines clear. Separating or unattached allowed the separated or unattached will repair the ductwork. 1-Year Warranty. Builder will repair leaking refrigerant lines and recharge the unit. Unless Homeowner caused the damage. 1-Year Warranty. Builder will repair leaking refrigerant lines and colong the provider lear condensation drain lines at closing to the provider lear condensation drain lines and recharge the unit. Unless Homeowner caused the damage. 1-Year Warranty. Builder will repair leaking refrigerant lines and recharge the unit. Unless Homeowner caused the damage. 1-Year Warranty. Builder will repair the ductwork. 1-Year Warranty. Builder will repair the ductwork. 1-Year Warranty. Builder will repair the ductwork. 1-Year Warranty. Builder will repair the ductwork to significant insolation. 1-Year Warranty. Builder will r		energy requirements take precedence. Builder will repair the heating system	
temperature of 780 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 950 F, cooling system must be able to maintain an inside temperature that is 150 below the outside temperature. Each encoling capabilities. Maintain unit per manufacturer's specificative temperature is predicted to be above 95 degrees. Cracking or popping noises coming from registers. Clogged condensation drain lines. Clogged condensation drain lines. Clogged condensation drain lines. Ductwork makes ticking and cracking noises. Leak in refrigerant lines. Ductwork makes ticking and cracking noises. Leak in refrigerant lines. Leak in refrigerant lines. Leak in refrigerant lines. Leak in refrigerant lines. Ductwork makes booming noise. Leak in refrigerant lines. Leak in refrigerant lines. Ductwork makes booming noise. Leak in refrigerant lines. Ductwork makes booming noise. Leak in refrigerant lines. Leak		so that it provides the required temperature.	
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Separating or unattached ductwork. Separating or unattached as long as it is not due to Homeowner misuse. Separating or unattached ductwork. Separating or unattached as long as it is not due to Homeowner misuse. Separating or unattached ductwork to unattached as long as it is not due to Homeowner apainst or otherwise subject ductwork to unattached separated or unattached as long as it is not due to Homeowner apainst or otherwise subject ductwork to unattached separated or un		temperature that is 150 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.	Maintain unit per manufacturer's specifications.
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. 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. Builder will re-attach or re-secure ductwork that has become separated or unattached as long as it is not due to Homeowner misuse. NSULATION CONDITION BUILDER RESPONSIBILITY Insufficient insolation. Prear 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. RRIGATION CONDITION BUILDER RESPONSIBILITY Irrigation system fails to provide None. Builder will provide clear condensation drain lines at closing or is responsible for keeping the condensation distributed use. Homeowner should keep these clear. Using the cooling system each season condensation lines to ensure the drain line the cloar using the cooling system each season condensation lines to ensure the drain line using the cooling system each season condensation lines to ensure the drain line using the cooling system each season condensation lines to ensure the drain line using the cooling system each season condensation lines to ensure the drain line using the cooling system each season condensation lines to ensure the drain line using the cooling system each season condensation lines to ensure the drain line diear. Condition in the cooling system each season condensation lines to ensure the drain line sear. Condition in the cooling system each season condensation lin			- · · · · · · · · · · · · · · · · · · ·
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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. 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. INSULATION CONDITION BUILDER 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. IRRIGATION CONDITION BUILDER RESPONSIBILITY HOMEOWNER to maintain sprinkler heads to	Ductwork makes ticking and	None. Ductwork may make ticking or cracking noises when the metal in it	
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ductwork. Separating or unattached ductwork. I-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. INSULATION CONDITION BUILDER 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. IRRIGATION CONDITION BUILDER RESPONSIBILITY BUILDER RESPONSIBILITY Irrigation system fails to provide None. These items are not covered under this Warranty. Please report these Homeowner to maintain sprinkler heads to	Leak in refrigerant lines.	, , , , , , , , , , , , , , , , , , , ,	
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CONDITION BUILDER 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. IRRIGATION CONDITION BUILDER RESPONSIBILITY BUILDER RESPONSIBILITY Irrigation system fails to provide None. These items are not covered under this Warranty. Please report these HOMEOWNER RESPONSIBILITY HOMEOWNER RESPONSIBILITY Homeowner to maintain sprinkler heads to	Separating or unattached ductwork.	become separated or unattached as long as it is not due to Homeowner	You should not walk on or place heavy objects against or otherwise subject ductwork to unusual loads.
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. IRRIGATION CONDITION BUILDER RESPONSIBILITY Irrigation system fails to provide None. These items are not covered under this Warranty. Please report these Homeowner to maintain sprinkler heads to provide	INSULATION		
energy and building requirements or, as applicable, FHA or VA requirements. Insulation does not render a wall or room soundproof. IRRIGATION CONDITION BUILDER RESPONSIBILITY Irrigation system fails to provide None. These items are not covered under this Warranty. Please report these Homeowner to maintain sprinkler heads to	CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
CONDITION BUILDER RESPONSIBILITY HOMEOWNER RESPONSIBILITY Irrigation system fails to provide None. These items are not covered under this Warranty. Please report these Homeowner to maintain sprinkler heads to	Insufficient insolation.	energy and building requirements or, as applicable, FHA or VA requirements.	Do not walk on or pack down insulation.
Irrigation system fails to provide None. These items are not covered under this Warranty. Please report these Homeowner to maintain sprinkler heads to	IRRIGATION		
	CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
accurate area coverage. to the Builder for repair at the Final Walkthrough. blockage. Adjust direction and volume of s heads for maximum coverage.	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.

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Broken or irregularities in sprinkler	None. These items are not covered under this Warranty. Please report these	
heads, riser pipes, buried controlled	to the Builder for repair at the Final Walkthrough.	
valves, and related riser pipes.		
Water damage to home due to	None. Warranty on damaged area will be voided.	Homeowner responsible to adjust sprinkler.
sprinkler.		
LANDSCAPING	* Builder is responsible only for initially establishing the proper grades and swales, these become the Be sure to repair any washouts as soon as possible to minimize erosion.	he Homeowner's responsibility upon close of escrow.
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Builder installs healthy shrubs and	None. These items are not covered under this Warranty. Please report these to	the Builder for repair at the Final Walkthrough.
trees where applicable.	Homeowner is to maintain sprinkler heads to prevent blockages and water and	•
MASONRY - BRICK AND MORTAR		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Cracks in masonry foundation or	1-Year Warranty. Cracks in masonry joints are quite common. Cracks in excess	
basement walls.	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. Pl-Walkthrough. Mildew or fungus discovered after close of escrow or occupancy, maintenance.	
PAINT, STAIN, OR VARNISH	* Builder is not responsible to match or repair paint, paneling or wallpaper installed by customer.	
CONDITION	*Builder cannot guarantee an exact color match. Paint touch-ups will always appear a bit differen	t in color and sheen than the old paint due to natural fading.
CONDITION	* Builder cannot guarantee an exact color match. Paint touch-ups will always appear a bit differen BUILDER RESPONSIBILITY	t in color and sheen than the old paint due to natural fading. HOMEOWNER RESPONSIBILITY
Deteriorating or peeling of exterior/outside paint.	* Builder cannot guarantee an exact color match. Paint touch-ups will always appear a bit differen	
Deteriorating or peeling of	* Builder cannot guarantee an exact color match. Paint touch-ups will always appear a bit differen BUILDER RESPONSIBILITY 1-Year Warranty. Builder shall ensure the exterior finishes have been applied properly and covered adequately. Builder will repair paint, stain or varnish	
Deteriorating or peeling of exterior/outside paint.	*Builder cannot guarantee an exact color match. Paint touch-ups will always appear a bit differen BUILDER RESPONSIBILITY 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. 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	Please report these to the Builder for repair at the Final Walkthrough. Use window coverings to protect interior paint fading. arranty paint coverage after closing or first occupancy,
Deteriorating or peeling of exterior/outside paint. Fading of exterior or interior paint. Damaged, uneven, un-uniform, sheen, texture, color or stain	*Builder cannot guarantee an exact color match. Paint touch-ups will always appear a bit differen BUILDER RESPONSIBILITY 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. 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. None. Due to damage incurred during the moving process the Builder cannot was	Please report these to the Builder for repair at the Final Walkthrough. Use window coverings to protect interior paint fading. arranty paint coverage after closing or first occupancy,
Deteriorating or peeling of exterior/outside paint. Fading of exterior or interior paint. Damaged, uneven, un-uniform, sheen, texture, color or stain Interior paint, stain, or varnish.	*Builder cannot guarantee an exact color match. Paint touch-ups will always appear a bit differen BUILDER RESPONSIBILITY 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. 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. None. Due to damage incurred during the moving process the Builder cannot wa whichever occurs first. Please note at Homeowner Final Walkthrough. Homeow	Please report these to the Builder for repair at the Final Walkthrough. Use window coverings to protect interior paint fading. erranty paint coverage after closing or first occupancy, wher to touch-up paint as needed.
Deteriorating or peeling of exterior/outside paint. Fading of exterior or interior paint. Damaged, uneven, un-uniform, sheen, texture, color or stain Interior paint, stain, or varnish. Deteriorating or peeling of interior	*Builder cannot guarantee an exact color match. Paint touch-ups will always appear a bit differen BUILDER RESPONSIBILITY 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. 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. None. Due to damage incurred during the moving process the Builder cannot was whichever occurs first. Please note at Homeowner Final Walkthrough. Homeowner Final Warranty (One-Time-Only). Builder shall ensure interior finishes have	Please report these to the Builder for repair at the Final Walkthrough. Use window coverings to protect interior paint fading. arranty paint coverage after closing or first occupancy, where to touch-up paint as needed. Maintain interior paint per manufacturer's

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

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SINKS AND TUBS		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Cracking, chipping, and scratches on	None. These items are not warrantable after closing or first occupancy,	Cracking, chipping and scratches on porcelain
porcelain surfaces of bathtubs and	whichever occurs first.	surfaces of bathtubs and kitchen sinks can occur
kitchen sinks.		when surfaces are hit with a sharp or heavy object.
Rust spots on sinks tubs and	None. Some minerals in water will cause rust spots on tubs, sinks, and their	
fixtures.	fixtures, this is normal and not covered by this Warranty.	
WALLS – EXTERIOR		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
SIDING		
Inadequate clearance between	None.	Maintain a 6" clearance between siding and finished
exterior siding and finished grade.	Builder will insure there is 6" clearance between siding and finished grade at	grade. Report prior to closing or first occupancy,
	the time of closing or first occupancy, whichever occurs first.	whichever occurs first.
Gaps on end and side edge.	None. Gaps on end and side edge may occur due to normal expansion and	Report prior to closing or first occupancy, whichever
	contraction. Builder cannot control wood expansion and contraction. This is	occurs first.
	not covered by this Warranty.	
Siding deterioration or	1-Year Warranty. Siding should not deteriorate or delaminate within	Protect the siding from damage, such as leaning
delamination.	manufacturer's specs. Shrinkage and expansion will occur with temperature	objects against siding, ball dents, and water from
	and climate changes and are normal.	sprinklers striking the siding. Annually, seal or re-
	Builder shall repair or replace as required unless caused by Homeowner	caulk siding.
	neglect to maintain siding properly. Builder responsible for repainting only	Report
	repaired sections. It should be expected that newly painted areas may not be	
	an exact match to original surfaces.	
STUCCO		
Cracks in stucco.	1-Year Warranty (One-Time-Only). Builder shall repair cracks in excess of 1/8"	Minor cracks are typical in stucco wall surfaces and
	in width one-time-only during the Warranty Period. Color variations in stucco	quite common around windows and door corners.
	or normal and impossible to match perfectly. Builder is not responsible for	You can minimize them by coating stucco with an
	color variations in stucco or repair work.	approved stucco sealant or paint.
WALLS – INTERIOR		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
GYPSUM WALBOARD – SHEETROCK		
Visible defects such as nail pops,	None. Nail pops are common in gypsum wallboard installation and are	It is strongly recommended that no custom
cracks, and seam lines due to	considered acceptable.	color/custom paint including but not limited to
normal shrinkage, expansion of		matte, semi-gloss, and/or "custom" finishes be
movement of home.		installed until after one year of occupancy.
Cosmetic defects, dents, holes,	None. Walls are easily dented and damaged during move in and day to day	
dings, and chips.	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.	

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Defects such as, blisters in tape or	1-Year Warranty. Correct such defects to meet warranty standard.	
loose tape.	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,	1-Year Warranty. All interior and exterior walls have slight variances on their	
bowed.	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	1-Year Warranty (One-Time-Only). Minor crack are typical in lath & plaster.	
walls and ceilings.	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	None. Home must have vents and louvers for proper ventilation. Rain and	
vents.	snow will sometimes come through these openings.	
WEATHER STRIPPING & SEALS		
CONDITION	BUILDER RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Air leaking around doors &	1-Year-Warranty (One-Time-Only). Some infiltration is normally noticeable	Do not paint weather-stripping or remove any small
windows.	around doors and windows, especially during high winds. Excessive infiltration	felt pads which are attached to the doors or door
	is not acceptable. Builder shall adjust or correct poorly fitted windows or	jambs. Weather-stripping may hum in high winds,
	doors, or poorly fitted weather-stripping one-time-only during the Warranty	this is normal.
	Period.	
WINDOWS		
(See "Doors & Windows"		

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WARRANTY REQUEST FORM

DATE/			office ose
HOMEOWNER NAME		COMMUNITY NAME	
ADDRESS	CITY	STATE	ZIP CODE
PHONE		EMAIL	

To assure prompt and efficient warranty service, review and familiarize yourself with the Limited Warranty. Please list requests in detail and submitted photos to assist in the resolution of your warranty case. Upon receipt, a Warranty Manager will review your request and determine if your items fall under the 30-day or 1-year Limited Warranty and will work with you and trade partners to complete necessary warrantable work.

Please have a Homeowner or your Designated Representative available to meet with Field Representatives and allow Trade Partners entry to your home to complete work.

#	ROOM	DESCRIPTION (Please be as detailed as possible)	SIGN OFF
1			
2			
3			
4			
5			
6			
0			
7			
8			
9			
10			