



LIMITED WARRANTY

WARRANTY CONTACTS

PLEASE REVIEW BINDER FOR IMPORTANT WARRANTY GUIDELINES & TIMELINES

**ALL WARRANTY REQUESTS FOR SERVICE MUST BE IN WRITING AND EMAILED TO:
WARRANTY@BATESHOMES.COM**

LEVELS OF SERVICE:

1. EMERGENCY – USE EMERGENCY CONTACTS
2. URGENT REQUESTS – EMAIL WARRANTY@BATESHOMES.COM
3. STANDARD CLAIMS – SUBMIT LISTS FOR 30-DAY AND 11-MONTH REPAIR SCHEDULE

PRE-PURCHASE QUALITY CONTROL PROCEDURES

At Bates Homes it is our desire to provide you with the best possible customer service. This starts before Closing with scheduled walkthrough appointments with a Bates Homes Customer Service Representative. Pre-purchase walkthrough appointments with your designated Customer Service Representative are designed to ensure that your home is delivered complete and that defects or flaws related to the construction of the home are identified and, to the extent possible, corrected prior to Closing (defined below). At the walkthrough it is imperative that you communicate any deficiencies in writing with the Bates Homes Customer Service Representative.

FRAME WALK

Prior to drywall installation we will schedule a FRAME WALK. This is your opportunity to visually inspect that all 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 installation, the home's stage of completion may not allow for this FRAME WALK. Bates Homes is not required to make any alterations to accommodate a more thorough inspection or review.

PUNCH LIST & FINAL WALKTHROUGH

A FINAL WALKTHROUGH appointment will be scheduled approximately 7-14 days before the close of escrow or first occupancy, whichever occurs first (the "Closing"). Our Customer Service Representative will perform a walkthrough of 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 Closing, we will make every effort to address as many of the "PUNCH LIST" 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 "PUNCH LIST" repairs are completed.

ITEMS LISTED BELOW MAY BE EASILY DAMAGED DURING YOUR MOVE-IN AND MUST BE NOTED AT THE TIME OF YOUR FINAL WALKTHROUGH AS THEY ARE NOT COVERED BY THE WARRANTY AFTER CLOSING. BATES HOMES WILL NOT BE RESPONSIBLE FOR SUCH ITEMS IF REPORTED AFTER THE FINAL WALKTHROUGH. FOR A COMPLETE DESCRIPTION OF THE ITEMS COVERED AND THE ITEMS EXCLUDED BY BATES HOMES' WARRANTY, AND FOR AN EXPLANATION OF THE PROCESS BY WHICH WARRANTY REQUESTS ARE TO BE MADE AFTER CLOSING, PLEASE CONSULT THE COPY OF THE FULL LIMITED WARRANTY PROVIDED TO YOU AT THE TIME OF EXECUTION OF THE PURCHASE AND SALE AGREEMENT FOR THE HOME.

ITEMS NOT COVERED IF NOT IDENTIFIED DURING FINAL WALKTHROUGH:

- Broken, cosmetic defects, and/or scratched windows, glass or mirrors;
- Damage or cosmetic defects (e.g., scratches, marring or dings) to appliances and finishes;
- Stained, scratches, dents, tears, holes, or marred surfaces on flooring and/or floor coverings;
- Damage, cosmetic defects, scratches, holes, dents, chips and/or stains to pavers, concrete, tile, countertops, cabinets, flooring, porcelain, vitreous china, vanity tops, tubs, sinks, surrounds, shower units, faucets, shower enclosures and/or toilets;

- Defects in the 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;
- Damage or cosmetic defects to stucco, siding, exterior trim, interior trim, and/or lighting fixtures;
- Damage to painted surfaces, drywall, stucco, or stone;
- Damage, scratches and/or dings in doors, garage doors, and/or door trim;
- Door peephole damage, location, or otherwise;
- Door hardware defects or damage;
- Stained and/or chipped concrete and/or pavers;
- Torn or damaged screens and/or shades;
- Damage 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;
- Damage, defects, missing, or improper installation of medicine cabinets and/or owner supplied products;
- Nesting bees, insects, animals, or rodents;
- Missing items.

THE BATES HOMES LIMITED WARRANTY

GENERAL PROVISIONS

Congratulations on the purchase of your new home! Bates Homes provides you with this Limited Warranty (the “Warranty”), pursuant to which Bates Homes warrants that the components of your Home meet the Standards of Performance (set forth below in the section titled “Standards of Performance”) as of the Closing Date (defined below), as 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 (as applicable to the relevant component, the “Warranty Period”). The Warranty Period shall commence on the Closing Date (defined below) and expire as provided in the Standards of Performance. Bates Homes’ obligations are expressly limited to the Standards of Performance and the Warranty Periods as outlined herein, and no 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. For the purposes of this Warranty, (i) “Home” means the single-family residence for which this Warranty is issued, (ii) “you,” “your” and “Homeowner” means the owner(s) of the Home and their respective heirs, executors, administrators, and assigns, (iii) “Timely Manner” means within 30-days for standard claims which are not exacerbated by the passage of time (the “Standard”) OR upon discovery for items for which the passage of time will lead to further deterioration (“Urgent” or “Emergency”), and (iv) “Closing Date” means the date upon which the original purchaser has closed escrow on acquisition of the Home **and** the related written PUNCH LIST items have been completed. **WE STRONGLY URGE YOU TO READ AND FAMILIARIZE YOURSELF WITH THIS WARRANTY.**

REQUESTING WARRANTY SERVICE

All requests for repair under this Warranty (each such request, a “Warranty Request”) must be made to Bates Homes in writing during the applicable Warranty Period specified herein. If you believe that a component of your Home is not meeting the Standards of Performance during the applicable Warranty Period, you may submit a Warranty Request by sending a written email to our Warranty Department at **warranty@bateshomes.com**. You should expect a response confirming receipt of your Warranty Request within 48 hours. **NOTICE IN PERSON, BY TELEPHONE, OR VIA TEXT MESSAGE DOES NOT CONSTITUTE A VALID WARRANTY REQUEST AND WILL NOT BE ACCEPTED.** Upon receipt, our Warranty Department will review your claims and determine if they are covered by the Warranty. Only our Warranty Department Staff are authorized to accept Warranty Requests, direct the administration of warranty procedures, and provide judgment on warrantable and non-warrantable items covered by this Warranty. **FOR CLARIFICATION:** the sales staff involved with the sale of the Home are neither qualified nor permitted to accept claims or make judgments regarding warranty services. Furthermore, it must be stressed that only a manager of Bates Homes, as designated in the records of the Secretary of State of the State of Nevada, can sign a written statement extending the Warranty Period.

To minimize disturbance to our Homeowners, we have implemented a program to address your standard service repairs at pre-determined time intervals of 30-days post-Closing Date and 11-months post-Closing Date for Standard warranty items. Urgent warranty claims will be addressed on a situational basis, outside of the schedule, as our service representatives see fit to prevent further exacerbation of the issue. Our warranty service representative will work with you and our trade partners to complete the necessary warrantable work promptly and correctly.

Following Bates Homes' warranty procedures will expedite service and increase your satisfaction. You must notify Bates Homes of any warranty claims in a Timely Manner. If we receive your Warranty Request after the expiration of the Warranty Period, regardless of when you become aware of the condition or if given in a Timely Manner, 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 Warranty Request, you agree to provide Bates Homes and our representatives complete access to the Home between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday (not including holidays) to inspect, conduct tests and repair as we deem necessary. You agree to cooperate with us and any third parties acting on our behalf in the inspection, testing, monitoring, repairing, replacing, or otherwise addressing your claim. **Upon initial submission of a Warranty Request, you have 30-days to provide Bates Homes and our representatives with 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 Warranty Request, our Warranty Department will coordinate with you on the soonest available date for repair thereafter. If you are unable or unwilling to allow access to your Property within the aforementioned timeline, and/or fail to cooperate in our attempts to address the Warranty Request, such Warranty Request shall be deemed waived by Homeowner(s), the Warranty Request matter will be closed, and we will be excused from our obligations under this Warranty. Rescheduling or cancelling more than three scheduled appointments will be deemed a failure to cooperate.** It is imperative to provide each Warranty Request in a Timely Manner to ensure safety and mitigate further damage. Bates Homes 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. A Homeowner or Designated Representative must be available to meet with Bates Homes and our representatives to allow entry to the Home to complete work.

HOMEOWNER MAINTENANCE OBLIGATION

All homes require regular maintenance to prevent premature deterioration, 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, manufacturers recommendations and any other maintenance that a reasonable Homeowner (or homeowners association, as the case may be) should perform in the region where your Property is located. The failure of the Homeowner to perform the required maintenance on your Home will limit or void your rights under this Warranty.

MANUFACTURERS' WARRANTIES

This Warranty provides no warranty whatsoever with respect to any personal property and/or equipment installed in or about the Home, including appliances, flooring, plumbing, HVAC, and electrical finishes. Many of these items do carry manufacturer's warranties, and all manufacturer's warranties accompanying such items of personal property shall run to Homeowner in accordance with their terms following the Closing Date. The Homeowner should make any warranty claims relating to such appliances and equipment directly to the manufacturer. Contact information regarding these warranties 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 our Home Care Guide and the manufacturer's instructions, follow the manufacturer's instructions. The Homeowner must register each appliance with the manufacturer.

EMERGENCIES

On or about the Closing Date, a list of Emergency Contacts for contractors was provided to you. Because 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 leaks, gas leaks, roof leaks, total electrical failure, or HVAC 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 issue is due to a warrantable condition, notify our 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 through reasonable action and the use of appropriate resources. Save all receipts and documentation of the incident to submit to Bates Homes. Bates Homes will reimburse the Homeowner the reasonable cost for warrantable emergency work. If the issue is not covered by your Warranty or is the fault of the Homeowner, the Homeowner will be responsible for all incurred expenses. Homeowners may be charged a service fee for after-hours emergency services for non-warrantable claims or abuse of the emergency services contact for non-emergency claims.

DISCRETION TO REPAIR, REPLACE, OR MAKE PAYMENT

Bates Homes reserves the right to choose materials and methods used to make repairs. When repairing or replacing finished surface of materials, Bates Homes will try to match the materials, color, and texture as closely as possible but does not claim to repair or replace to an exactness.

Bates Homes shall repair any item that does not meet the Standards of Performance or Bates Homes may elect in the alternative, at its sole discretion, to (1) pay you the reasonable cost Bates Homes would otherwise incur to perform the repair, or (2) pay you the diminution in fair market value of the Home caused by the failure to meet the Standards of Performance. In lieu of making a repair or tendering payment as described in the preceding sentence, 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 accommodation 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 receipts to warranty@bateshomes.com to receive reimbursement.

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 Standards 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, we will attempt to achieve as close a match with the 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 damaged because 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 identified as part of the PUNCH LIST at the FINAL WALKTHROUGH as of the Closing Date. Bates Homes will repair such surfaces, finishes, and coverings that are damaged due to 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 Standards 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 Standards of Performance for other claims during the Warranty Periods.

NO VOLUNTARY PAYMENTS

Except for in the case of Emergencies as noted above, 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 the Standards 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 prior written approval from Bates Homes.

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"), along with the dispute resolution provisions set forth in any declaration of covenants, conditions and restrictions encumbering the Home, all of 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 your rights and obligations under this Warranty, including without limitation, the foregoing Dispute Resolution Procedure provisions, shall, unless they have been previously released by you or your successor, transfer to each successor owner of the Home for the remainder of the applicable Warranty Period. In the event of such transfer, you are responsible for giving this

Warranty, the Homeowner Manual and all disclosures attached to the Purchase Agreement to the subsequent owner as part of the contract of sale of the home. Any transfer of this Warranty shall not affect, increase, or reduce the coverage provided hereunder.

LIMITATIONS OF LIABILITY

EXCEPT AS PROHIBITED BY LAW, HOMEOWNER(S) ACCEPT(S) THIS WARRANTY AS A MODIFICATION OF ANY EXPRESS OR IMPLIED WARRANTIES OF QUALITY ARISING UNDER 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 AND BATES HOMES TO THE MAXIMUM EXTENT PERMITTED BY LAW. THIS DISCLAIMER AND EXCLUSION INCLUDES ANY EXPRESS OR IMPLIED WARRANTY RELATED TO MOLD, AS SET OUT MORE FULLY IN THE MOLD DISCLOSURE/WAIVER AGREEMENT ATTACHED TO THE PURCHASE AGREEMENT SIGNED AND AGREED TO BY THE ORIGINAL PURCHASER OF THE HOME, THE PROVISIONS OF WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE AND SHALL BIND THE INITIAL HOMEOWNER(S) AND ALL SUBSEQUENT HOMEOWNERS. THIS MEANS THAT THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY THAT APPLIES TO AND GOVERNS YOUR AND BATES HOMES' RIGHTS AND OBLIGATIONS RELATED TO THE HOME AND MEANS THAT THERE ARE NO OTHER WARRANTIES EXCEPT AS REQUIRED BY LAW. EACH HOMEOWNER WAIVES ANY RIGHT TO RECOVER ACTUAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES SUFFERED AS A RESULT OF ANY DEFECTIVE MATERIALS OR WORKMANSHIP WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, AND WHETHER BATES HOMES' OR ITS SUBCONTRACTORS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. TO THE EXTENT PERMITTED BY LAW, ALL CLAIMS FOR PERSONAL INJURY RELATING TO MOLD, MILDEW, FUNGUS, DECAY, 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.

PLEASE NOTE, BATES HOMES WILL NOT TAKE RESPONSIBILITY FOR SECONDARY DAMAGE CAUSED BY ANY WARRANTED DEFECT, EXCEPT AS EXPRESSLY STATED IN 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.

WHAT IS NOT INCLUDED IN 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 **EXCLUDED**:

1. Ordinary wear and tear.
2. 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.
3. Any deviation from the Standards of Performance caused by, or resulting from, materials or work supplied by someone other than Bates Homes, its agents, or subcontractors. 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 coverage under this Warranty and Bates Homes will not be responsible for costs and/or work, corrective or otherwise, performed by others.

4. Loss of or damage to any personal 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 warrantable Warranty Request.
5. 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.
6. Loss or damage caused by failure by Homeowner to allow access for repair by Bates Homes or its agents in a timely manner. (See Above)
7. Dampness or condensation due to the failure to maintain adequate ventilation or appropriate temperature.
8. Economic damages due to the Home's failure to meet your expectations.
9. 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 Standards of Performance and actual physical damage to the Home.
10. Any failure by Bates Homes to complete any component of the Home when such failure is apparent and obvious.
11. Any claim for which Bates Homes has obtained a release.
12. Any damage to, or damage arising from, a swimming pool, spa, or water feature that is located either within or outside the Home as a result of its construction, placement, use, equipment, or maintenance.
13. Sound transmission and soundproofing between rooms and floor levels within a single-family home or within an attached unit in a multi-unit building.
14. Any exclusions set forth in or items not covered by the Standards of Performance.
15. 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 design 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 notice in a Timely Manner.
 - h. Failure to take timely and reasonable steps to protect and minimize damage resulting from a deviation from the Standards of Performance.
 - i. 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 a 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, volcanic eruptions, or other circumstances beyond the control of Bates Homes (e.g. labor strikes, declaration of national or local emergencies, or material shortages).
 - j. Abuse or misuse of the Home.
 - k. Microorganisms, fungus, decay, wet rot, dry rot, soft rot, rotting of any kind, moisture, mold, mildew, vermin, termites, insects, rodents, birds, wild or domestic animals, plants, corrosion, rust, naturally-occurring gases (such as radon and methane), radiation, formaldehyde, asbestos, any solids, liquid or gaseous pollutant, contaminant, toxin, irritant, or carcinogenic substances, whether organic or inorganic, and electromagnetic field or emission, including any claim of health risk or uninhabitability based on any of the foregoing.
 - l. Cost or expenses resulting from the direction of any governmental entity to test, clean up, remove, treat, contain, or monitor pollutants.

- m. Buried debris, underground springs of other water, sinkholes, mineshafts, or other subsurface anomalies, not known or reasonably discoverable by Bates Homes at the time of construction.
 - n. Changes in the level of the underground water table or water below the ground's surface which were not reasonably foreseeable at the time the Home was constructed.
 - o. Except as provided in the Standards 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 Standards 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.
16. Landscaping, grass, trees and shrubs are living items. Bates Homes cannot control the watering, fertilizing and weather conditions after the Closing Date. Therefore, Bates Homes accepts no responsibility for these items.
 17. Damage to sprinkler heads, irrigation lines and valves.
 18. Re-caulking or replacement of caulking both inside and outside due to shrinkage around doors, windows, moldings, tubs, showers, etc.
 19. Fencing, holes, gaps, discoloration, missing fencing, color, paint, stain, and/or shrinkage.
 20. Replacement of heating and air conditioning filters, battery replacement in components of your Home, light bulbs, and any Homeowner maintenance items.
 21. Broken or damaged water lines due to weather conditions e.g., freezing, neglect, or abuse.
 22. Upgrades the Homeowner selected directly with the supplier such as flooring, tile, security system, etc. The subcontractor's warranty covers these items, and Homeowner should contact the relevant subcontractor directly for applicable warranty requests.
 23. 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.
 24. General warrantied items such as appliances, water heater, furnaces etc., carry manufacturer warranties for a specific period. It is the responsibility of the Homeowner to review the manufacturer's warranties and complete any necessary registration with the manufacturer when required. Service calls for these items should be made directly to the manufacturer.
 25. Garage floors are not warranted against moisture coming through the surface.
 26. Broken, cosmetic defects, and/or scratched windows, glass, or mirrors.
 27. Damage or cosmetic defects (e.g. scratches, marring or dings) to appliances and finishes.
 28. Stained, scratches, dents, tears, holes, or marred surfaces on flooring and/or floor coverings.
 29. Damage, cosmetic defects, scratches, holes, dents, chips and/or stains to pavers, concrete, tile, countertops, cabinets, flooring, porcelain, vitreous china, vanity tops, tubs, sinks, surrounds, shower units, faucets, shower enclosures and/or toilets.
 30. Defects in the appearance of interior or exterior finished surfaces.
 31. 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.
 32. Damage or cosmetic defects to stucco, siding, exterior trim, interior trim, and/or lighting fixtures.

33. Damage to painted surfaces, drywall, stucco, or stone.
34. Damage, scratches and/or dings in doors, garage doors, and/or door trim.
35. Door peephole damage, location, or otherwise.
36. Door hardware defects or damage.
37. Stained and/or chipped concrete and/or pavers.
38. Torn or damaged screens and/or shades.
39. Damage to roofing and/or gutters.
40. Loose screws, nuts, and bolts.
41. Fencing any and all damage, defects, discoloration, gaps, holes, shrinkage, un-level.
42. Shrinkage or damage caused by shrinkage of cabinets, doors, fencing, flooring.
43. Damage, defects, missing, or improper installation of medicine cabinets and/or owner supplied products.
44. Nesting bees, insects, animals, or rodents.
45. Missing item.

STANDARDS OF PERFORMANCE

<u>CONDITION</u>	<u>WARRANTY PERIOD & BUILDER RESPONSIBILITY</u>	<u>HOMEOWNER RESPONSIBILITY</u>
<p>APPLIANCES</p> <ul style="list-style-type: none"> • All appliance warranties go directly from the Homeowner to the appliance manufacturer. • Please refer to the manufacturer's Warranty. 		
<p>Appliance deficiencies and defects.</p>	<p>None. These items are not covered under this Warranty. Appliances are covered by the manufacturer's warranty. Builder is not responsible for appliance warranties, repair, or registration.</p>	<p>The Homeowner must register each appliance with the manufacturer and report defects to the appliance manufacturer within the appliance warranty period.</p>
<p>Damage, defects in appearance, cosmetic or otherwise, and/or scratches, marring or dings on appliance finishes</p>	<p>None. These items are easily damaged during move-in and are not covered under this Warranty. Report deficiencies at Final Walkthrough. Deficiencies must be visible to the naked eye under regular daylight circumstances from 6ft distance straight on to be considered a Punch List item.</p>	<p>Follow manufacturers care recommendations.</p>
<p>CABINETS & VANITIES</p>		
<p>Warped or shrinkage in cabinets.</p>	<p>1-Year Warranty Period. Builder shall correct doors and drawers that are warped more than ¼-inch. This condition is measured by closing the drawer or door and measuring from the face frame to the point of furthest warpage. Builder is not responsible for exactly matching cabinet finishes, color, or stain.</p>	<p>Keep consistent humidity and temperature in your home. Prevent cabinet from water exposure. Water exposure will void the Warranty.</p>
<p>Cabinet drawers and doors not working properly.</p>	<p>30-Day Warranty Period (One-Time-Only). Builder shall provide a one-time adjustment of cabinet drawers and doors when reported within the first 30-days after the Closing Date.</p>	<p>Homeowner shall perform necessary maintenance and periodic adjustments as needed.</p>
<p>Split in cabinet panels and gaps between the cabinets or between the cabinets, ceiling, or walls.</p>	<p>1-Year Warranty Period. Builder shall correct any gaps greater than ¼-inch wide unless due to overloading cabinets or misuse. Overload and misuse will terminate the cabinet Warranty.</p>	<p>Take care not to overload cabinets.</p>
<p>Color variance and/or fading of cabinet paint, stain, sheen, or finishes.</p>	<p>None. These items are not covered under this Warranty. Color can differ with wood grain variations and stain lots, some variation is normal due to the nature of wood. Over time wood 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</p>	<p>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.</p>

STANDARDS OF PERFORMANCE

<u>CONDITION</u>	<u>WARRANTY PERIOD & BUILDER RESPONSIBILITY</u>	<u>HOMEOWNER RESPONSIBILITY</u>
	samples shown at the time of selection. Exact stain and sheen cannot be guaranteed and are not covered by this Warranty.	
Joints gaps in cabinet and vanity molding greater than 1/16-inch.	1-Year Warranty Period. Builder shall repair cabinet and vanity joint gaps greater than 1/16-inch. Builder will make best efforts to color match but DOES NOT guarantee color and texture match.	
Scratches, dents, dings, damage in cabinet or hardware.	None. These items are not covered under this Warranty.	Homeowners should carefully handle and maintain cabinets.
CARPET		
Non-uniformity of color, spots, stains, fading, or discoloration.	None. These items are not covered under this Warranty. Spots and/or minor fading can occur naturally when a carpet is exposed to light. Builder has no responsibility for this condition.	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. These items are not covered under this Warranty. Visible carpet seams are not a defect. 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.	1-Year Warranty Period. Builder shall repair any openings or gaps in the seams if due to regular wear and tear, not Homeowner damage.	Report to Builder immediately before condition worsens. Prevent further damage to area by limiting traffic and wear.
Nails or tack strips protruding through the carpeting.	30-Day Warranty Period (One-Time-Only). Builder shall provide a one-time repair of any protruding nails or tack strips reported within the first 30-days after the Closing Date.	
Wall-to-wall carpet coming up, is loose or stretched.	1 Year Warranty Period (One-Time-Only). If Builder originally installed wall-to-wall carpeting as a primary floor covering, Builder will return one-time to re-attach or re-stretch any of the carpeting that has loosened from the material to which it was attached.	Report to Builder immediately before condition worsens or carpet becomes damage from excess wear.

STANDARDS OF PERFORMANCE

<u>CONDITION</u>	<u>WARRANTY PERIOD & BUILDER RESPONSIBILITY</u>	<u>HOMEOWNER RESPONSIBILITY</u>
Wet carpet.	None. These items are not covered under this Warranty.	It is the Homeowner’s responsibility to carefully pull the wet carpet loose from the tack strip and turn it back to dry. If the issue is due to another warrantable issue, report to Builder immediately before condition worsens. If Homeowner DOES NOT pull carpet back to dry and carpet rots or becomes mildewed, replacement of damaged carpet becomes the Homeowner’s responsibility.
CERAMIC TILE <ul style="list-style-type: none"> • <i>Builder will not be responsible for discontinued tile or grout colors or patterns.</i> • <i>Builder will not be responsible to match the tile pattern or color between the old and new tile and grout.</i> 		
Chipped or cracked floor, counter, or wall tile.	None. These items are not covered under this Warranty. Builder shall replace any cracked tile(s) reported at the Final Walkthrough. 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 and junctions with other material such as a bathtub or stone slabs to tile.	None. These items are not covered under this Warranty. Cracks at the joints of tile are commonly due to normal temperature changes.	Re-grouting or caulking of cracks is routine Homeowner maintenance.
Loose floor, counter, or wall tile.	1-Year Warranty Period (One-Time-Only). Builder will re-secure loose tiles once during the Warranty Period. Builder is not responsible for discontinued patterns or color variations in tile and is responsible for replacement of defective tile(s) ONLY.	Report loose tiles to the Builder for repair immediately to prevent further damage to this or surrounding areas. Homeowner should re-grout cracks as needed during the lifetime of the home.
CONCRETE		
Damage to curbs, sidewalks, roadways.	None. These items are not covered under this Warranty. Curbs, sidewalks, and roadways are not covered under this Warranty due to the nature of exposure to things outside of Builder’s control. Usually, these items are the responsibility of the HOA or local municipality to repair and maintain.	Contact your HOA or local municipality to repair.

STANDARDS OF PERFORMANCE

<u>CONDITION</u>	<u>WARRANTY PERIOD & BUILDER RESPONSIBILITY</u>	<u>HOMEOWNER RESPONSIBILITY</u>
Cracks in concrete slab-on-grade floors under finished flooring.	1-Year Warranty Period. Builder shall repair cracks which rupture the finished flooring material, so the cracks are not readily apparent when the finished flooring material is in place.	
Cracks in garage slab.	1-Year Warranty Period. Builder shall repair cracks in garage slabs exceeding 1/4-inch wide or 1/4-inch in vertical displacement.	
Black marks on pavers, driveways, garage floor, curbs, or walks.	None. These items are not covered under this Warranty. Damage called “scrubbing” may occur to your asphalt driveway by turning your front wheels while your vehicle is not moving.	Avoid turning the wheels of your car while it is stopped.
Pitting, scaling, or spalling of concrete and pavers.	1-Year Warranty Period. While some minor chipping of the surface is normal, concrete surfaces should not disintegrate so that the aggregate is exposed and loosened under normal use and weather conditions. The Builder shall repair concrete surfaces due to construction defects. Builder is not responsible for deterioration caused by salt, chemicals, mechanical implements, or other factors beyond our control.	Avoid damaging concrete with salt, chemicals, or mechanical equipment which will void your Warranty. DO NOT permit heavy trucks, loaded or unloaded, inside the curb line of your Property as they may seriously damage your concrete, paver, and asphalt surfaces.
Uneven concrete floor or slab interior.	1-Year Warranty Period. Concrete floor in rooms designed for habitability (as living space) will not have pits, depressions, or raised surfaces greater than ¼-inch in 30-inches. Builder shall repair cracks exceeding maximum tolerance.	
Cracks in basement floor.	1-Year Warranty Period. Shrinkage cracks are common in concrete. Builder shall repair cracks exceeding 3/16-inch wide or 1/8-inch in vertical displacement.	
Cracks in basement or foundation walls.	1-Year Warranty Period. Shrinkage cracks are common in concrete. Builder shall repair cracks exceeding 1/8-inch wide.	
Settling, heaving, or separation of stoops, steps, or garage floors.	1-Year Warranty Period. Builder shall repair stoops, steps, or garage floors that settle, heave, or separation more than 1-inch from Home.	

STANDARDS OF PERFORMANCE

<u>CONDITION</u>	<u>WARRANTY PERIOD & BUILDER RESPONSIBILITY</u>	<u>HOMEOWNER RESPONSIBILITY</u>
Standing water on stoops.	1-Year Warranty Period. It is normal for small amounts of water to stand on stoops and steps for short periods after rain or watering. Builder shall take corrective action to assure proper drainage of stoops and steps, patios, driveways, and sidewalks, where improper drainage is reported and not caused by Homeowner landscaping. Water not draining from outdoor concrete work and standing water exceeding ½-inch after a period of dry weather should be considered an item to be reviewed.	
CONDENSATION LINES		
Clogged condensation lines.	None. These items are not covered under this Warranty.	Condensation drain lines may clog, under normal use. Prior to using the cooling system each season, check condensation lines to ensure the drain lines are clear.
DECKS & BALCONIES		
Standing water.	1-Year Warranty Period. Water should drain away from the decks and balcony. Standing water exceeding ¼-inch per foot in the first 30-inches after a 24-hour dry period in warm climates shall be addressed by Builder. Cooler climates and extreme weather (i.e., acts of God, cold weather, excessive rainstorms, snow, and ice events.) will exceed the drying time per performance standards.	Homeowner shall check for proper drainage.
DOORS & WINDOWS		
Air leak in and around doors and windows.	(See “Weather Stripping”)	
Damage, dents, scratches, knots, gouges, broken glass, or chips on doors and windows.	None. These items are not covered under this Warranty.	Report broken glass prior to Closing Date.
Door & windows paint or stain fading or chipping.	None. These items are not covered under this Warranty.	Contact the manufacturer or refer to the manufacturer’s warranty for details. It is common that a high-quality, exterior-grade,

STANDARDS OF PERFORMANCE

<u>CONDITION</u>	<u>WARRANTY PERIOD & BUILDER RESPONSIBILITY</u>	<u>HOMEOWNER RESPONSIBILITY</u>
		UV stabilized, clear polyurethane, protective topcoat should be renewed periodically.
Panel in doors shrink so that raw wood edges show.	None. These items are not covered under this Warranty. 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 Period (One-Time-Only). Builder shall perform a one-time repair by filling split with colored putty. Color match is not guaranteed.	
Hardware failure to lock or operate properly on doors and windows.	30-Day Warranty Period (One-Time-Only). Builder shall repair any hardware which does not meet manufacturer's standards.	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 is turned to the LOCK position. Homeowner should perform necessary maintenance.
Window does not function properly. Sticking windows.	30-Day Warranty Period (One-Time-Only). Builder will correct the windows so that they are relatively easy to operate.	Apply a small amount of silicone lubricant to the tracks to easy operation. Check that window coverings or owner installed paint 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 defect.
Condensation on interior or exterior of windows.	None. These items are not covered under this Warranty. Condensation may occur on the interior window surfaces with extreme 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 panels.	1-Year Warranty Period. Windows should not allow condensation between panels. Builder will replace or repair windows that have condensation occurring between window panels.	

STANDARDS OF PERFORMANCE

<u>CONDITION</u>	<u>WARRANTY PERIOD & BUILDER RESPONSIBILITY</u>	<u>HOMEOWNER RESPONSIBILITY</u>
DOORS – EXTERIOR		
Outside doors warped	1-Year Warranty Period. Builder shall repair any doors that warp to the extent that they satisfy one of the following: they no longer work, they are no longer weather resistant, or they warp more than ¼-inch, 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.	Preventing excessive water exposure. Touch-up paint is needed to protect against moisture. If you paint outside doors, doors must be properly prepared.
DOORS – INTERIOR		
Inside doors or closet doors warped	1-Year Warranty Period. Builder will repair doors that warp more than ¼-inch, measured diagonally from corner to corner. 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.	Homeowner to maintain & repair screen doors.
DOORS-SLIDING		
Sliding doors do not operate properly.	1-Year Warranty Period. Sliding doors will be installed in accordance with manufacturer’s specifications. Builder will repair and adjust inoperative sliding doors. This Warranty DOES NOT cover damage to the glass pane 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 Period (One-Time-Only). Builder will repair one-time if reported within the Warranty Period.	Take care when using bifold doors. DO NOT slam or use excessive force. Keep tracks clean.
DOORS – GARAGE DOORS		
Garage Doors do not operate properly.	1-Year Warranty Period. If garage doors do not operate properly under normal use, Builder shall adjust or correct them.	Keep all parts lubricated. It is not recommended for Homeowner to install a garage door opener within the Warranty

STANDARDS OF PERFORMANCE

<u>CONDITION</u>	<u>WARRANTY PERIOD & BUILDER RESPONSIBILITY</u>	<u>HOMEOWNER RESPONSIBILITY</u>
Rain or snow leaks through garage door.	1-Year Warranty Period. 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 is normal.	Period. Doing so will void your Warranty on all garage door claims.
ELECTRICAL		
Malfunction in electrical outlets, switches, and fixtures.	1-Year Warranty Period. Builder shall repair and replace defective outlets, switches, and fixtures. Light bulbs, broken fixtures, and damaged switches and/or outlet covers are not covered under this Warranty.	Before reporting, check to see if light bulbs need replacing. Replacement or repair of damaged fixtures, switches, and covers is the responsibility of the Homeowner.
Electrical conductors, fuses, circuit breakers (excluding ground fault interrupters) blow or “kick-out”.	1-Year Warranty Period. Builder will check wiring circuits for conformity with local state electrical code requirements.	DO NOT overload circuits. Prior to submitting a Warranty Request, check that all circuit breakers and GFI outlets have been reset and are in the “ON” position.
Air leaks around electrical outlets.	1-Year Warranty Period (One-Time-Only). Cold air can be drawn through an outlet on an exterior wall into a room. Builder will repair one-time if reported within the Warranty Period.	
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 they age and need to be replaced. Homeowner should replace tubes as needed.
Ground Fault Interrupters (GFI) frequently trip.	1-Year Warranty Period. GFIs are sensitive safety devices that are installed into the electrical system to protect from 1 & 2 electrical shock. GFIs are sensitive and can be easily tripped. Normally, this is not indicative of a construction defect. Builder will install ground fault interrupters to meet the electrical requirements. Builder will correct the interrupters if the tripping is due to a defect in installation.	A tripped GFI usually indicates an overloaded circuit or that the connected appliance contains a faulty ground.

STANDARDS OF PERFORMANCE

<u>CONDITION</u>	<u>WARRANTY PERIOD & BUILDER RESPONSIBILITY</u>	<u>HOMEOWNER RESPONSIBILITY</u>
Electrical wiring does not carry designated load for normal residential use.	1-Year Warranty Period. 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.	
FENCING		
Damage, defects, discoloration, gaps, holes, shrinkage.	None. These items are not covered under this Warranty. Due to exposure to natural elements, discoloration and some shrinkage is normal. Due to the natural properties of wood, it is normal for fence planks to have holes from tree knots and variances in color and texture. Fencing is not covered under this Warranty.	As wood shrinks, expands, and deteriorates over time from exposure to natural elements, fencing may require replacement of materials or re-staining or painting from time to time to keep it looking new and in good repair.
Broken or unlevel fencing.	None. These items are not covered under this Warranty.	
FINISH CARPENTRY-EXTERIOR		
Open cracks.	1-Year Warranty Period (One-Time-Only). Builder to correct or repair open cracks more than 3/8-inch one-time during the Warranty Period. Builder DOES NOT guarantee a color match.	
Exterior finish carpentry (wood siding, or masonry trim on the outside of the home) has open joints between pieces of trim, including siding and masonry.	1-Year Warranty Period (One-Time-Only). One-time during the Warranty Period, Builder to correct or repair open joints that are more than 3/8-inch wide which do not keep out the elements. Builder DOES NOT guarantee a color match	
FINISH CARPENTRY-INTERIOR		
Trim/molding has open joints between moldings and the surface.	1-Year Warranty Period (One-Time-Only). Builder will repair any open joints that are more than 3/16-inch wide once during the Warranty Period. Caulking is acceptable. Builder DOES NOT guarantee a color match.	
Visual gaps, dings, or gouges in doors, trim, or cabinetry.	None. These items are not covered by this Warranty.	

STANDARDS OF PERFORMANCE

<u>CONDITION</u>	<u>WARRANTY PERIOD & BUILDER RESPONSIBILITY</u>	<u>HOMEOWNER RESPONSIBILITY</u>
FINISHES		
COUNTERTOPS		
Separation from wall.	1-Year Warranty Period (One-Time-Only). Builder shall repair any cracks once during the Warranty Period. Caulking is acceptable. Builder DOES NOT guarantee a color match.	DO NOT put excessive weight or force on countertops. DO NOT stand on countertops.
Laminate countertops delaminating.	None. These items are not covered under this Warranty. Builder will repair or replace laminate countertops with chips or cracks in the deck joint greater than 1/16-inch or warpage over 3/8-inch in 48-inches if reported on the Final Walkthrough.	
MARBLE & STONE PRODUCTS		
Blemishes, scratches, stains, nicks, or chips.	None. These items are not covered under this Warranty. Builder will repair blemishes, scratches, stains, nicks, or chips – visible to the naked eye from 6-feet distance in normal lighting – if reported to us at Final Walkthrough.	
FIREPLACES		
Changes in finish.	None. These items are not covered under this Warranty. The heat from a fire can naturally change any finish on the firebox.	
Drafts or improper drawing of fireplace or chimney.	None. These items are not covered under this Warranty. Several conditions can cause temporary negative draft situations in a fireplace or chimney. These include high winds, atmospheric pressure, obstructions such as large branches or trees, or tight insulation and weatherproofing throughout the house. Builder is not responsible for these problems. If the draft problem is caused by improper installation, Builder will repair the problem.	Ensure there is sufficient fresh air for the flue to draw properly. Some houses may need to have a window opened slightly to create an effective draft if they have been insulated and weatherproofed to meet high energy conservation criteria. Keep chimney clear of branches and debris.
Separation of chimney from the structure to which it is attached.	1-Year Warranty Period. It is not unusual for a new chimney to experience slight separation from the structure which it is attached. A chimney that has separated more than ½-inch in any 10-foot vertical measurement from the main structure will be addressed by Builder. Builder to determine the cause	

STANDARDS OF PERFORMANCE

<u>CONDITION</u>	<u>WARRANTY PERIOD & BUILDER RESPONSIBILITY</u>	<u>HOMEOWNER RESPONSIBILITY</u>
	of separation and correct as necessary. Caulking is acceptable.	
Gas fireplace not starting or functioning properly.	1-Year Warranty Period. A correctly designed and constructed fireplace and chimney should function properly. Builder shall determine the cause of malfunction. If the problem is one of design or construction of the fireplace, Builder will correct as required.	
Cracks in firebrick (brick that lines the fireplace) and mortar joints.	None. These items are not covered under this Warranty. Roaring fires can naturally cause this cracking.	
Water leaking through masonry.	1-Year Warranty Period. Masonry fireplaces should repel rain under normal conditions. Some leaking is to be expected from excessive rain or snow. Firebox should receive a fire during excessive rain or snow periods to dry out the masonry. If a leak in masonry is found, Builder will fix the leaks if they occur during “normal” rainfall. When contending with the finished surface of materials that need repair or replacement, the builder will try to match the material, color and texture as closely as possible but DOES NOT claim to repair or replace to any exactness.	
FLASHING & SHEETMETAL		
Leaks in flashing, valleys, and gutters.	1-Year Warranty Period. Builder shall repair leak.	Homeowners should keep such areas free of leaves and debris that could cause overflow to prevent leaks. In cases of excessive snow load, Homeowner should remove excessive amounts of snow from roof, flashings, valleys and gutters. If discovered, homeowners should repair leaks immediately to prevent damage to other parts of their home.
FLOORS: WOOD, TILE, RESILIENT		
Squeaking floors	None. These items are not covered under this Warranty. Extensive research and writing on the subject conclude that	

STANDARDS OF PERFORMANCE

<u>CONDITION</u>	<u>WARRANTY PERIOD & BUILDER RESPONSIBILITY</u>	<u>HOMEOWNER RESPONSIBILITY</u>
	much has been tried but little can be done to eliminate floor squeaks. Generally, these squeaks will appear and disappear with changes in the weather. A squeak proof floor cannot be guaranteed.	
Scratches, dents, damage.	None. These items are not covered under this Warranty.	
Cuts and gouges.	None. These items are not covered under this Warranty.	
Flooring out of level.	1-Year Warranty Period. Builder shall correct or repair flooring out of level by ½-inch within any 32-inches measurement.	
Cracks between floorboards.	1-Year Warranty Period (One-Time-Only). Shrinkage is normal. Builder will repair cracks that are greater than 3/16-inch wide one-time during the Warranty Period.	
Visible seams and shrinkage or gaps at joint of wood plank, resilient flooring, laminate plank, or vinyl plank.	1-Year Warranty Period (One-Time-Only). It is natural for wood and wood-products to shrink. If gaps are more than 1/8-inch wide between pieces of flooring, Builder will offer a one-time re-racking of the affected areas.	
Depressions or ridges in flooring due to subfloor irregularity.	1-Year Warranty Period (One-Time-Only). Builder shall take corrective action, as necessary, to repair any ridges or depressions which are readily apparent and exceed 1/8-inch in height or depth. The measurement is the gap created at one end of a 6-inch straightedge placed over the depression or ridge with 3-inch of the straightedge on one side of the defect, held tightly to the floor. Builder will not be responsible for matching the old and new flooring.	
Resilient flooring lifting, bubbling or unglued at joints.	1-Year Warranty Period. Builder shall take corrective action, to repair, re-lay or replace resilient flooring lifting, bubbling, or ungluing at joints. Builder will not be responsible to match the old and new flooring.	
Nail pops on surface of resilient flooring.	1-Year Warranty Period. Builder shall correct any nail pops that break the surface of the flooring.	
Gaps in resilient tile joints.	1-Year Warranty Period (One-Time-Only). Builder shall take action to correct gaps more than 1/16-inch in width in	

STANDARDS OF PERFORMANCE

<u>CONDITION</u>	<u>WARRANTY PERIOD & BUILDER RESPONSIBILITY</u>	<u>HOMEOWNER RESPONSIBILITY</u>
	resilient tile joints and gaps greater than 1/8-inch where dissimilar materials abut.	
Mastic on tile surface.	30-Day Warranty Period. Builder will clean the tiles with Mastic.	Homeowner responsible for cleaning if outside of Warranty Period.
GRADING		
Settling of the ground next to foundation, utility trenches or other filled areas that does not allow water to drain away from Home.	1-Year Warranty Period (One-Time-Only). Builder shall fill excessively settled areas which affect proper drainage. When the fill is placed on the lot, the owner shall be responsible for affected grass, shrubs, or other landscaping.	Should an adjustment be necessary by the Builder, the Homeowner shall be responsible for all landscaping and structures affected by the placement of the fill.
Improper drainage of the site.	1-Year Warranty Period. Builder will 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 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.	Maintain the grades and swales after they have been properly established by the Builder. Make sure established drainage patterns are not impeded by landscaping, decking, patios, pools, driveways, or walls 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 by Builder, but the sump pump was not contracted for or installed by the Builder, the Homeowner must first install a properly sized pump to determine whether this will correct the condition.
GUTTERS		
Gutters overflowing, damaged, not working, blocked, hanging off home, fallen off home.	None. These items are not covered under this Warranty. Review gutters carefully at Final Walkthrough.	Keep the gutters and downspouts clean and unobstructed of tree limbs, leaves, snow, ice, balls, trash, etc. Clogged gutters and leaders can lead to leaks caused by ice damage which

STANDARDS OF PERFORMANCE

<u>CONDITION</u>	<u>WARRANTY PERIOD & BUILDER RESPONSIBILITY</u>	<u>HOMEOWNER RESPONSIBILITY</u>
Standing water in gutters.	30-Day Warranty Period (One-Time-Only). It is common practice to install gutters approximately level, resulting in small amounts of water standing in gutter. If water is more than 1-inch after rain, Builder will repair.	is not covered by this Warranty. During heavy rains or excessive snow melt, overflow should be expected. After the Warranty Period, Homeowner shall perform necessary maintenance and repair. Standing water more than 1-inch should be investigated. Keep leaves and debris out of gutters to allow water to flow properly.
Leaks in gutters.	None. These items are not covered under this Warranty.	DO NOT lean ladders against gutters and downspouts. Keep leaves and debris out of gutters to allow water to flow properly. Gutters and downspouts may overflow in heavy rains.
HVAC-HEATING & COOLING		
Inadequate heating.	1-Year Warranty Period. 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 energy requirements take precedence. Builder will repair the heating system so that it provides the required temperature.	Make minor adjustment for change of seasons, balance dampers and registers. Maintain proper window treatments to optimize heating capabilities. Maintain unit per manufacturer’s specifications.
Inadequate air conditioning.	1-Year Warranty Period. Cooling system is designed to maintain an indoor temperature of 78°F. The temperature is measured in the center of each room at a height of 5 feet above the floor (under local outdoor summer design conditions as specified in ASHRAE handbook). If the temperature outside is above 95°F, cooling system must be able to maintain an inside temperature that is 15°F 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.	Make minor adjustment for change of seasons, balance dampers and registers. Maintain proper window treatments to optimize cooling capabilities. Maintain unit per manufacturer’s specifications.

STANDARDS OF PERFORMANCE

<u>CONDITION</u>	<u>WARRANTY PERIOD & BUILDER RESPONSIBILITY</u>	<u>HOMEOWNER RESPONSIBILITY</u>
Cracking or popping noises coming from registers.	None. These items are not covered under this Warranty. This is commonly caused by expansion and contraction of the metal inside the registers due to temperature changes. Rooms will vary in temperature by 5°F or 6°F. This is acceptable under industry standards.	
Ductwork makes ticking and cracking noises.	None. These items are not covered under this Warranty. 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 Period. Builder will repair leaking refrigerant lines and recharge the unit. Unless Homeowner caused the damage.	
Evaporative cooling system does not operate properly due to a mechanical issue.	1-Year Warranty Period. Builder will correct or adjust the blower and the water system so that it functions properly.	
Ductwork makes booming noise.	1-Year Warranty Period. This booming is called “oil-canning”, Builder will repair the ductwork.	
Separating or unattached ductwork.	1-Year Warranty Period. Builder will re-attach or re-secure ductwork that has become separated or unattached.	You should not walk on or place heavy objects against or otherwise subject ductwork to unusual loads, this will void the Warranty. Modifications made to your system will void this Warranty.
INSULATION		
Insufficient insulation.	1-Year Warranty Period. Builder will insulate the home as required to meet local energy and building requirements or, as applicable, FHA or VA requirements. Insulation DOES NOT render a wall or room soundproof.	DO NOT walk on or pack down insulation. Modifications to your Home may void this Warranty.
IRRIGATION		
Irrigation system fails to provide accurate area coverage.	None. These items are not covered under this Warranty.	Homeowner to maintain sprinkler heads to prevent blockage. Adjust direction and volume of sprinkler heads for maximum coverage. Adjust sprinkler timers as needed.

STANDARDS OF PERFORMANCE

<u>CONDITION</u>	<u>WARRANTY PERIOD & BUILDER RESPONSIBILITY</u>	<u>HOMEOWNER RESPONSIBILITY</u>
Broken or irregularities in irrigation, sprinkler heads, riser pipes, buried controlled valves, broken boxes, and related riser pipes.	None. These items are not covered under this Warranty.	Homeowner is to maintain sprinklers and irrigation systems to prevent blockages and maintain landscaping. Homeowner to perform necessary maintenance and winterization as required for your system and climate.
Water damage to home due to sprinkler.	None. These items are not covered under this Warranty. The Warranty on damaged area will be voided.	Homeowner responsible for adjusting sprinklers as necessary to prevent damage.
LANDSCAPING	<ul style="list-style-type: none"> • <i>Builder is responsible only for initially establishing the proper grades and swales, these become the Homeowner's responsibility upon the Closing Date.</i> • <i>Be sure to repair any washouts as soon as possible to minimize erosion.</i> 	
Landscaping, grass, trees and shrubs.	None. These items are not covered under this Warranty. Landscaping, grass, trees, and shrubs are living items. Bates Homes cannot control the watering, fertilizing and weather conditions after the Closing Date.	
MASONRY - BRICK AND MORTAR		
Cracks in masonry foundation or basement walls.	1-Year Warranty Period. Cracks in masonry joints are quite common. Cracks more than 1/8-inch will be repaired. Builder will not be held responsible for color variations in new and old mortar.	
Cracks in masonry or veneer walls.	1-Year Warranty Period. Cracks in masonry are quite common due to shrinkage. Cracks more than 3/8-inch will be repaired. Builder will not be held responsible for color variations in new and old mortar.	
MILDEW		
Mildew or fungus.	None. These items are not covered under this Warranty. Mildew or fungus formation is a condition the builder cannot control. Any mildew or fungus discovered after the Closing Date will be considered Homeowner maintenance.	Ensure proper ventilation. Take measures to keep areas clean and free of moisture. Contact an expert for a professional opinion and treat as necessary.
PAINT, STAIN, OR VARNISH		
Fading of exterior or interior paint.	<ul style="list-style-type: none"> • <i>Builder is not responsible to match or repair paint, paneling or wallpaper installed by customer.</i> • <i>Builder cannot guarantee an exact color match. Paint touch-ups will always appear a bit different in color and sheen than the old paint due to natural fading.</i> 	Use window coverings to protect interior paint from fading.

STANDARDS OF PERFORMANCE

<u>CONDITION</u>	<u>WARRANTY PERIOD & BUILDER RESPONSIBILITY</u>	<u>HOMEOWNER RESPONSIBILITY</u>
	The amount of fading will depend on the climate where the home is located and the exposure of the home.	
Deteriorating or peeling of exterior paint.	1-Year Warranty Period (One-Time-Only). Builder shall ensure the exterior finishes have been applied properly and covered adequately. If found to be a defect in application, Builder will perform a one-time repair of deteriorating or peeling paint during the Warranty Period.	Paint or stain removed by improper use is Homeowner maintenance to repair.
Deteriorating varnish or lacquer finish on exterior.	None. These items are not covered under this Warranty. Varnish or lacquer on exterior woodwork deteriorates quickly.	
Deteriorating or peeling of interior paint.	1-Year Warranty Period (One-Time-Only). Builder shall ensure interior finishes have been applied properly and covered adequately. If found to be a defect in application, Builder will perform a one-time repair of deteriorating or peeling paint during the Warranty Period.	Maintain interior paint per manufacturer's specifications.
Deteriorating varnish or lacquer finish on inside woodwork.	1-Year Warranty Period (One-Time-Only). Builder will ensure that natural finishes have sufficient coverage of the specified product. If found to be a defect in the application, Builder will perform a one-time repair during the Warranty Period.	Builder DOES NOT warrant deteriorating varnish or lacquer due to Homeowner use.
Damaged, uneven, un-uniform, sheen, texture, color, varnish, of interior paint or stain.	None. These items are not covered under this Warranty.	Please note deviations at Final Walkthrough. Homeowner to touch-up paint or stain as needed.
Painting made necessary by other repair work.	1-Year Warranty Period. If painting is required because of necessary Warranty repair work done by the Builder, Builder will paint to match surrounding areas as closely as possible. Builder will only paint affected areas. Due to the nature of paint, wear and tear, batch difference, water content, and external conditions can affect the final result. Builder DOES NOT guarantee and exact color match.	
Mildew or fungus on painted surfaces.	None. These items are not covered under this Warranty. Mildew or fungus will form on a painted surface if the structure is subject to abnormal exposure. Mildew or fungus	Ensure proper ventilation. Take measures to keep areas clean and free of moisture.

STANDARDS OF PERFORMANCE

<u>CONDITION</u>	<u>WARRANTY PERIOD & BUILDER RESPONSIBILITY</u>	<u>HOMEOWNER RESPONSIBILITY</u>
	formation is a condition the builder cannot control and is a Homeowner maintenance item.	Contact an expert for a professional opinion and treat as necessary.
Mismatched edges of wall coverings, pattern mismatch, and open seams.	None. These items are not covered under this Warranty.	
PAVERS		
Cosmetic defects, discoloration, or black marks on pavers, driveways, garage floor, curbs, or walks.	None. These items are not covered under this Warranty. Variation in coloration and texture is normal for pavers. Damage called “scrubbing” may occur to your pavers by turning your front wheels while your vehicle is not moving.	Avoid turning the wheels of your car while it is stopped as the resulting damage is not warrantable.
Holes, divots, dings, cracks, smudges, broken pavers.	None. These items are not covered under this Warranty. Due to the exposure to elements and nature of use, pavers are not covered by this Warranty after the Closing Date.	
PLUMBING	<ul style="list-style-type: none"> Builder DOES NOT warrant pipes damaged by freezing or due to homeowner negligence. 	
Leaking valves or faucets.	30-Day Warranty Period. Builder shall repair or replace any faucets or valves that leak due to deficiencies in workmanship or materials.	Leakage caused by worn washers or seal is a Homeowner maintenance item.
Plumbing pipes have frozen and burst.	1-Year Warranty Period. Drain, waste, vent, and water pipes will be adequately protected to prevent freezing as required by the applicable plumbing requirements for normally anticipated cold weather and in accordance with the design temperatures established by ASHRAE. Builder will repair any pipes not meeting the ASHRAE standards.	Clear water pipes and outside faucets of water when they are exposed to freezing temperatures. Keep home temperature set above 55°F at all times. During extreme cold weather events, increase home thermostat to 70°F and open cabinet doors and drawer abutting exterior walls to allow heat to better circulate to pipes along exterior walls.
Plumbing fixtures, appliances, or trim fitting deficiencies.	1-Year Warranty Period. Builder will repair any fixture, appliance, or fitting which does not meet the manufacturer’s standards.	
Noise from improperly anchored pipes.	1-Year Warranty Period. Some noise in the water pipes is natural and comes from the flow of water and pipe	

STANDARDS OF PERFORMANCE

<u>CONDITION</u>	<u>WARRANTY PERIOD & BUILDER RESPONSIBILITY</u>	<u>HOMEOWNER RESPONSIBILITY</u>
Stoppage of sewer, fixtures, and drains.	<p>expansion. If there is a pounding noise from improperly anchored pipes, Builder will repair.</p> <p>1-Year Warranty Period. Builder will repair stoppage due to defects in construction. Builder is not responsible for any deficiency which is not construction related, including failure in the municipal systems.</p> <p>Builder is not responsible for repair costs incurred by Homeowner without prior approval of Builder.</p>	If sewers, fixtures, and drains are clogged because of Homeowner actions, Homeowner will be responsible for the cost of repairs. DO NOT flush wipes, flushable or otherwise, down the toilet.
Water supply system does not deliver water.	1-Year Warranty Period. Builder is responsible for connecting all on-site services to municipal water mains and private water supplies. Builder shall repair problems caused by deficiencies in workmanship and materials. Builder is not responsible for water quality. Builder is not responsible for problems caused by conditions beyond our control or municipal water system.	
Septic tank distribution box and pump do not meet state, county, and local requirements.	1-Year Warranty Period. Builder will ensure septic tank meets state, county, or local requirements at installation. Builder will repair any defects in workmanship or materials. Builder is not responsible for conditions beyond our control such as freezing, saturated soil, an increase in the elevation of the water table, excessive use of the system, or limitations established by the local government agency.	Properly maintain the septic tank system to include proper grades, landscaping, and protection from vehicular traffic or excessive weight which would result in soil compaction. Tanks may need to be pumped during periods of excessive use or extended rainfall.
Septic drain fields.	1-Year Warranty Period. Septic drain fields should meet state, county, or local requirements. Builder will repair any septic drain fields that cannot properly handle the normal flow of household waste because of defects in workmanship or materials. Builder is not responsible for conditions beyond our control such as freezing, saturated soil, an increase in the elevation of the water table, excessive use of the system, or limitations established by the local government agency.	
Plumbing finishes.	None. These items are not covered under this Warranty.	Review the manufacturer’s warranty Never use polish, detergent, cleansers, abrasives, or

STANDARDS OF PERFORMANCE

<u>CONDITION</u>	<u>WARRANTY PERIOD & BUILDER RESPONSIBILITY</u>	<u>HOMEOWNER RESPONSIBILITY</u>
		cloths with abrasive surfaces. The use of such items, other than a soft damp cloth will nullify the manufacturer’s Warranty.
ROLLER SHADES-BLINDES		
Damage to roller shades or window blinds.	None. These items are not covered under this Warranty.	
ROOFING		
Leaks in roof and/or flashings.	1-Year Warranty Period. 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 to Homeowner maintenance. DO NOT permit any installation that could puncture the roof. Walking on the roof can cause damage to tiles, shingles, and/or flashing and will void this Warranty. Have a professional check the roof periodically for damage. Proper gutter cleaning and maintenance can help prevent damage to your roof. (see “Gutters”)
Ice build-up on roof.	None. These items are not covered under this Warranty. During prolonged cold spells, ice is likely to build on the eaves of the roof. This build-up will occur when snow and ice accumulate, and gutters and downspouts freeze.	Sweep off and remove excess snow and ice buildup. Keep gutters clean of debris.
Standing water on roof.	1-Year Warranty Period. It is not unusual for minor ponding to occur on a flat roof for up to 24 hours after rainfall. However, if water is not draining properly, Builder will correct the drainage. Builder is not responsible if the roof was specifically designed to retain water.	
SINKS AND TUBS		
Dents, cracks, chips, and scratches on porcelain surfaces, bathtubs, showers, and sinks.	None. These items are not covered under this Warranty.	These deviations can occur when surfaces are hit with a sharp or heavy object.
Rust spots on sinks, tubs, and fixtures.	None. These items are not covered under this Warranty. Some minerals in water will cause rust spots on tubs, sinks,	

STANDARDS OF PERFORMANCE

<u>CONDITION</u>	<u>WARRANTY PERIOD & BUILDER RESPONSIBILITY</u>	<u>HOMEOWNER RESPONSIBILITY</u>
	and their fixtures, this is normal and not covered by this Warranty.	
WALLS – EXTERIOR		
EXTERIOR CAULKING		
Leaks in exterior (outside) walls due to inadequate caulking.	1-Year Warranty Period (One-Time-Only). Joints and cracks in exterior wall surfaces should be properly constructed and caulked to exclude the entry of water. Builder shall caulk joints or cracks in exterior wall surfaces.	Caulking will shrink and require periodic touch-ups.
EXTERIOR SIDING		
Inadequate clearance between exterior siding and finished grade.	None. These items are not covered under this Warranty. Builder will ensure there is 6-inch clearance between siding and finished grade at the time of the Closing Date.	Maintain a 6-inch clearance between siding and finished grade.
Gaps on end and side edge.	None. These items are not covered under this Warranty. Gaps on end and side edge may occur due to normal expansion and contraction. Builder cannot control wood expansion and contraction.	
Siding deterioration or delamination.	1-Year Warranty Period. Siding should not deteriorate or delaminate within manufacturer’s specs. Shrinkage and expansion will occur with temperature and climate changes and are normal. Builder shall repair or replace as required unless caused by Homeowner damage or neglect. Builder responsible for repainting only repaired sections. Builder DOES NOT guarantee an exact color match.	Protect the siding from damage, such as leaning objects against siding, ball dents, and water from sprinklers striking the siding. Annually, seal or re-caulk siding.
STUCCO		
Cracks in stucco.	1-Year Warranty Period (One-Time-Only). Builder shall repair cracks more than 1/8-inch in width, once during the Warranty Period. Color variations in stucco are normal and impossible to match perfectly. Builder DOES NOT guarantee an exact color match and will not be responsible for color variations in stucco or repair work.	Minor cracks are typical in stucco wall surfaces and quite common around windows and door corners. You can minimize them by coating stucco with an approved stucco sealant or paint.

STANDARDS OF PERFORMANCE

<u>CONDITION</u>	<u>WARRANTY PERIOD & BUILDER RESPONSIBILITY</u>	<u>HOMEOWNER RESPONSIBILITY</u>
WALLS – INTERIOR		
GYPSUM WALBOARD – SHEETROCK		
Visible defects such as nail pops, cracks, and seam lines due to normal shrinkage, expansion of movement of home.	None. These items are not covered under this Warranty. Nail pops are common in gypsum wallboard installation and are considered acceptable.	It is strongly recommended that no custom color or custom paint including but not limited to; matte, semi-gloss, and/or “custom” finishes be installed until after the end of the Warranty Period.
Cracks due to settlement, movement, and shrinkage of the Home.	1-Year Warranty Period (One-Time-Only). Builder will repair all cracks more than 1/8-inch wide one-time during the Warranty Period.	
Cosmetic defects, dents, holes, dings, and chips.	None. These items are not covered under this Warranty. Walls are easily dented and damaged during moving and day-to-day wear and tear. Any defects must be reported at Final Walkthrough. Only defects readily visible to the naked eye without resorting to artificial light from a minimum distance of 6-feet away will be addressed.	
Defects such as blisters in tape or loose tape.	1-Year Warranty Period. Builder will repair defects readily visible to the naked eye without resorting to artificial light from a minimum distance of 6-feet away.	
Out of plumb walls.	1-Year Warranty Period. Builder will repair walls within the home that are more than ¼-inch out-of-plumb for any 30-inch vertical measurement.	
Interior walls or other interior exposed surfaces, excluding garage, bowed.	1-Year Warranty Period. All interior and exterior walls have slight variances on their finished surfaces. Bowing walls will not detract from or blemish the wall’s finished surface. The Builder will repair any main interior wall or exposed surface, garage excluded, which bow more than 3/8-inch out of line within any 30-inch horizontal or vertical measurement taken a minimum of 16-inches from any sheetrock corner or opening.	

STANDARDS OF PERFORMANCE

<u>CONDITION</u>	<u>WARRANTY PERIOD & BUILDER RESPONSIBILITY</u>	<u>HOMEOWNER RESPONSIBILITY</u>
LATH & PLASTER		
Cracks in lath & plaster on inside walls and ceilings.	1-Year Warranty Period (One-Time-Only). Minor cracks are typical in lath & plaster. Builder will repair all cracks more than 1/8-inch wide one-time during the Warranty Period.	
VENTS & LOUVERS		
Leaks into attic through louvers and vents.	None. These items are not covered under this Warranty. Home must have vents and louvers for proper ventilation. Rain and snow will sometimes come through these openings.	
WEATHER STRIPPING & SEALS		
Air leaking around doors & windows.	1-Year Warranty Period (One-Time-Only). Doors and windows will be installed in accordance with the manufacturer’s standards. Some infiltration is normally noticeable around doors and windows, especially during high winds. Excessive infiltration is not acceptable. Builder shall correct poorly fitted windows, doors, or weather-stripping one-time during the Warranty Period.	DO NOT paint weather-stripping or remove any small felt pads which are attached to the doors or door jamb. Weather-stripping may hum in high winds, this is normal. If you live in an area with high wind or extreme weather, you may wish to install storm doors and windows.

CONTENTS

WARRANTY CONTACTS I

PRE-PURCHASE QUALITY CONTROL PROCEDURES..... II

 FRAME WALK..... II

 PUNCH LIST & FINAL WALKTHROUGH II

THE BATES HOMES LIMITED WARRANTY 1

 GENERAL PROVISIONS 1

 REQUESTING WARRANTY SERVICE 1

 HOMEOWNER MAINTENANCE OBLIGATION 2

 MANUFACTURERS’ WARRANTIES..... 2

 EMERGENCIES 3

 DISCRETION TO REPAIR, REPLACE, OR MAKE PAYMENT 3

 COST OF TEMPORARY HOUSING 3

 POST REPAIR CONDITION OF HOME 3

 RELEASE..... 4

 NO VOLUNTARY PAYMENTS 4

 DISPUTE RESOLUTION 4

 TRANSFER TO SUBSEQUENT HOMEOWNER(S) 4

 LIMITATIONS OF LIABILITY 5

 WHAT IS NOT INCLUDED IN THE WARRANTY 5

STANDARDS OF PERFORMANCE..... 9

APPLIANCES 9

CABINETS & VANITIES 9

CARPET..... 10

CERAMIC TILE..... 11

CONCRETE..... 11

CONDENSATION LINES..... 13

DECKS & BALCONIES 13

DOORS & WINDOWS..... 13

 DOORS – EXTERIOR 15

 DOORS – INTERIOR..... 15

 DOORS-SCREENS 15

 DOORS-SLIDING 15

 DOORS – BIFOLD..... 15

 DOORS – GARAGE DOORS 15

ELECTRICAL..... 16

FENCING..... 17

FINISH CARPENTRY-EXTERIOR..... 17

FINISH CARPENTRY-INTERIOR 17

FINISHES..... 18

 COUNTERTOPS..... 18

 MARBLE & STONE PRODUCTS 18

FIREPLACES..... 18

FLASHING & SHEETMETAL 19

FLOORS: WOOD, TILE, RESILIENT 19

GRADING..... 21

GUTTERS 21

HVAC-HEATING & COOLING..... 22

INSULATION 23

IRRIGATION 23

LANDSCAPING 24

MASONRY - BRICK AND MORTAR..... 24

MILDEW 24

PAINT, STAIN, OR VARNISH 24

PAVERS..... 26

PLUMBING 26

ROLLER SHADES-BLINDES..... 28

ROOFING 28

SINKS AND TUBS..... 28

WALLS – EXTERIOR..... 29

 EXTERIOR CAULKING..... 29

 EXTERIOR SIDING 29

 STUCCO..... 29

WALLS – INTERIOR 30

 GYPSUM WALBOARD – SHEETROCK..... 30

 LATH & PLASTER 31

VENTS & LOUVERS 31

WEATHER STRIPPING & SEALS 31



WARRANTY REQUEST FORM

DATE / /
MM DD YYYY

Office Use

 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 <i>(Please be as detailed as possible)</i>	SIGN OFF
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

EMAIL WARRANTY REQUEST TO:
WARRANTY@BATESHOMES.COM

Please consult your Limited Warranty for Emergency procedures & contacts to expedite repairs.