



PEACE OF MIND PLAN



A COMPREHENSIVE GUIDE TO YOUR NEW PRATT HOME WARRANTY



Peace of Mind

We thank you for choosing

Pratt Home Builders to build your new home.

The goal of all our employees is that we provide
you the best value in the area and that you have an
excellent ownership experience for years to come.

This *Plan* outlines our commitment to your

Peace Of Mind in home ownership.

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HIGHLIGHTS

- Although quality materials and workmanship have been used in building your home, like an automobile it requires care from the first day. Regular homeowner maintenance is essential to providing a quality home for a lifetime.
- We sometimes break our own rules – in your favor. We reserve the right, at our discretion, to exceed the warranty guidelines if common sense or individual circumstance make that appropriate. Because it is at our discretion, we are not obligated to exceed guidelines for other homeowners whose circumstances are different.
- We sometimes say NO. For example, if you request warranty service on a maintenance item, we will explain to you the steps you need to take.
- While emergency warranty situations are rare, prompt response is essential when they occur. Trouble shooting tips are provided to you but if your efforts fail to correct the problem, you can call us at (423)267-9917 and press 9 for our Customer Care and Warranty Service Department or you can call the appropriate subcontractor or utility on the list furnished to you at closing. If you are experiencing a heat or air problem, please call the number on your thermostat for service.
- While our goal is to provide you a home with no problems, our limited warranty gives you peace of mind by giving you protection on:
 - Materials and workmanship for 1 year
 - Certain major home systems for 2 years
 - Defined structural defects for 10 years

INTRODUCTION

This introduction provides an overview of the *Pratt Home Builders Peace of Mind Plan*, which consists of our Warranty Coverage and Performance Standards. The specific details, limitations, and conditions of *The Peace of Mind Plan* are provided to you the (“Homeowner”) and administered by Pratt Home Builders.

In general, the *Plan* is a commitment that materials and workmanship are warranted for one year from the time of closing. The heating, air conditioning, electrical and plumbing systems are warranted *for 2 years from closing*. Defects in materials and workmanship in the structural elements of the home are warranted for ten years from closing. Some appliances, equipment and other components included in the home are not warranted by *Pratt*, but are covered by separate warranties provided by the manufacturer or supplier. These warranties are assigned to the *Homeowner* by *Pratt* at the time of closing.

Our *Plan* is understandable and is based on *Common Sense*. We believe the *Homeowner* has a right to expect a clean home, complete and free of defects at the time of closing. Things should work. If there are problems because of defects in materials and workmanship, *Pratt* will arrange for their repair or replacement. If a problem results from actions by occupants of the home or others, or from ordinary wear and tear, *Pratt* is not responsible for the resulting repair or replacement.

YOUR HOME HAS RIGHTS – We view this *Plan* in terms of what you, as our customer, have a right to expect. We view the issue of preventative maintenance in terms of what your home has a right to expect from you. None of the materials used in the construction of your home will last forever; however, most will last for a long time if properly maintained. We want to help you understand how to prolong the life of your home through regular maintenance that is appropriate for the types of material used in your home.

The following pages describe in general terms, WHAT THE HOMEOWNER HAS A RIGHT TO EXPECT FROM PRATT AND WHAT YOUR HOME HAS A RIGHT TO EXPECT FROM YOU. Following are sections on the WARRANTY EXCLUSIONS, LIMITATION OF LIABILITY, REQUESTING WARRANTY SERVICE, DISPUTE SETTLEMENT, INSURER’S RESPONSIBILITY and PRATT’S PERFORMANCE STANDARDS.

YOUR RIGHTS AND THE RIGHTS OF YOUR HOME

This section discusses, in general terms, what you can expect from *Pratt* in the construction of your home, and what your home should expect from you in ongoing maintenance and care.

The actual coverage, from an insurance standpoint, is described in the Professional Warranty Service Corporation Builder's Limited Warranty document.

WHAT THE HOMEOWNER HAS A RIGHT TO EXPECT FROM PRATT:

1. **SOIL DRAINAGE** – Your home has been placed on soil engineered to withstand the anticipated settlement based on soil conditions found in your area. It should not settle in such a way as to create structural problems during the warranty period.
2. **CONCRETE SURFACES** – The concrete surfaces in your home should fulfill the functions for which they were intended without excessive settlement, cracking, or secondary damage, such as leaking. **Since concrete is likely to crack, standards are defined in the detailed Performance Standards which follow.**
3. **STRUCTURAL INTEGRITY** – Since homes are constructed by human beings using a variety of materials, tolerances are defined in the detailed Performance Standards which follow.
4. **INTRUSION OF THE ELEMENTS** – Your home should not leak. Exceptions might occur such as when a driving rain forces into vents, windows or under doors. Under normal circumstances, your home should protect you from the intrusion of the elements.
5. **MECHANICAL SYSTEMS** – The systems installed in your home to provide power, water, treated air, ventilation and waste disposal should work.
6. **FINISHED SURFACES** – Finished surfaces should maintain uniform or characteristic appearances for a reasonable period of time. Cracks or surface deterioration should be repaired as provided in the *Plan*.
7. **CARE & MAINTENANCE** – Although things wear out, components in your home should last a reasonable length of time (assuming you give them proper care and maintenance). This time will vary with geographical regions, the types of materials involved and usage. As time goes on, adjustments will be required.
8. **COMMON ELEMENTS** – If your new home is part of a multi-family development, the common elements should be in the same clean and completed condition as your unit. This includes entries, common hallways, common utility, and service areas.

WHAT YOUR HOME HAS A RIGHT TO EXPECT FROM YOU:

1. Your home and lot were designed with a particular drainage pattern, which should carry rainwater away from the foundation. Water should not be directed to the edge of the foundation, either in the form of lot drainage or the watering of flowers.
2. Concrete surfaces should be free of salts (for ice), other de-icing chemicals and excessive weight such as a moving van. Yard drainage should be maintained to divert water away from concrete surfaces, if possible, to eliminate the chance it will undermine the surface and erode the bearing soil.
3. Structural alterations to the home must be performed by professionals who understand the load bearing requirements of the change. The reason that local municipalities require permits for building alterations is to make sure that the structural integrity of the home is maintained.
4. In many cases, the seal around doors and windows is caulk. This material will require annual inspection and any necessary replacement after one to two years.
5. Since the mechanical systems of your home were designed for normal usage, placing unreasonable demands upon them will present problems. Plugging several electrical devices into one circuit may cause it to overload. Loading materials into a drain may cause it to clog. Undue weight should not be placed upon pipes or showerheads because they can break. Some devices must be cleaned periodically (e.g., furnace filters) so that they can do what they were designed to do.
6. Wood requires cleaning and sealing to prevent problems associated with water penetration and continual exposure to the elements. Painted or sealed surfaces must be cleaned and refinished according to the requirements of your geographic area. If this is not done, the surface will deteriorate.
7. Instructions for care and maintenance are included with many components of your home, including finished flooring, appliances, and air-handling equipment. By following these instructions you will extend the life of these components.
8. The common areas require the same care and maintenance as your home. Although your homeowner or condo association is responsible for maintenance, all residents should strive to keep these areas clean and usable.



The homeowner should read
The Peace of Mind Plan
in its entirety in order to understand the protection
provided, exclusions that apply and the performance
standards which determine coverage in each case.

THE PLAN

Pratt's Plan relates only to "Covered Defects," which are defined as defects in material and workmanship that are either part of the structure or are elements of the home as supplied by *Pratt* at the date of closing. The existence of a Covered Defect does not constitute a breach of this *Plan*; however, *Pratt* is obligated to repair or replace the item to conform to the Performance Standards. This *Plan* is not an insurance policy, nor a maintenance agreement, but a definition of what the homeowner has a right to expect in terms of warranties.

This *Plan* is provided to the original purchaser of the home and to all subsequent owners who take title within the warranty period identified in the Performance Standards and use the home for their residence only. It is backed by a Builders Limited Warranty that is provided to you at closing.

ONE YEAR COVERAGE – *Pratt* warrants the construction of the home will conform to the tolerances for materials and workmanship, as defined in the Performance Standards, for a period of one year after the closing date.

TWO YEAR COVERAGE – *Pratt* warrants the workability of the plumbing, electrical, heating, ventilating, air conditioning and other mechanical systems, as defined in the Performance Standards, for a period of two years after the closing date.

TEN YEAR COVERAGE – *Pratt* warrants the construction of the home will conform to the tolerances set forth below in the Performance Standards for Structural Elements for a period of ten years after the closing date, subject to the limitations set forth below. Structural Elements are footings, bearing walls, beams, girders, trusses, rafters, bearing columns, lintels, posts, and floor systems. A Structural Element will not be deemed defective, and no action will be required, unless there is actual physical damage that diminishes the ability of the Structural Element to perform its load-bearing function such that the home is unsafe.

In the event of any inconsistency between this *Plan*, and the terms of the Builders Limited Warranty, the *Plan* shall control. Notwithstanding anything to the contrary set forth above, the warranty on common elements associated with a multi-family condominium building begins to run on the closing date of the first unit sold in each building. For a definition of common elements see your condominium or other relevant documents.

If a defect occurs in an item covered by this *Plan*, *Pratt* will repair or replace it to conform to the Performance Standards. In the case of defects in Structural Elements, *Pratt* will repair or replace the Structural Element to restore the load-bearing function, as designed, and make such other repairs as are necessary to return the home to a safe



status. The repair of a defect will include the correction, replacement, or refinishing of only those surfaces, finishes, and coverings that were damaged by the defect and that were a part of the home when the title was first transferred by *Pratt*. *Pratt* will repair or replace surfaces, finishes and coverings that require removal in order to repair or replace a defect. The extent of the repair or replacement of these surfaces, finishes, and coverings will be to approximately the same condition they were in prior to the defect, but not necessarily to a "like-new" condition. *Pratt* cannot guarantee, nor does it warrant, exact color matches with the original surrounding area due to factors such as fading, aging or unavailability of the original materials.

Pratt assigns the homeowner warranties for particular appliances and equipment furnished by the manufacturer/supplier. *Pratt* provides no warranty on those items except where the malfunction is due to damage during installation or improper installation. If it is necessary to request warranty service in such a case, the homeowner must make a request directly to the manufacturer/supplier.

The benefits included in this *Plan* are only available when service is requested according to the procedures established by *Pratt* and included in your *Plan* and Warranty material. In addition, the homeowner's failure to reasonably provide access to the home during normal working hours for making repairs will relieve *Pratt* from its obligations under this *Plan*. *Pratt's* aggregate total liability shall not exceed the original contract price of the home.

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



WARRANTY EXCLUSIONS

This *Plan* excludes any loss or damage which is not a Covered Defect, including:

- (a) LOSS OF, OR DAMAGE TO, ANY REAL PROPERTY WHICH IS NOT PART OF THE HOME COVERED BY THE LIMITED WARRANTY AND WHICH IS NOT INCLUDED IN THE ORIGINAL PURCHASE PRICE OF THE HOME AS STATED IN THE CLOSING DOCUMENTS.
- (b) ANY DAMAGE TO THE EXTENT IT IS MADE WORSE BY:
 - 1. Negligence, improper maintenance, or intentional or improper operation by anyone other than *Pratt*, its agents or subcontractors, including but not limited to, damage resulting from rot, corrosion, or rust.
 - 2. Failure by the homeowner or anyone other than *Pratt*, its agents or subcontractors to comply with the warranty requirements of manufacturers of appliances, fixtures, and equipment.
 - 3. Failure by the homeowner to give timely notice to *Pratt* of any defects.
 - 4. Changes in the grading of the ground by anyone other than *Pratt*, its agents or subcontractors.
 - 5. Changes, alterations or additions made to the home by anyone other than *Pratt*, its agents or subcontractors after the Builders Limited Warranty commencement date.
 - 6. Dampness or condensation due to the homeowner's failure to maintain adequate ventilation.
- (c) LOSS OR DAMAGE THAT THE HOMEOWNER HAS NOT TAKEN TIMELY ACTION TO MINIMIZE.
- (d) ANY DEFECT CAUSED BY, OR RESULTING FROM, MATERIALS OR WORK SUPPLIED BY SOMEONE OTHER THAN PRATT, ITS AGENTS OR SUBCONTRACTORS.
- (e) NORMAL WEAR AND TEAR OR NORMAL DETERIORATION.
- (f) LOSS OR DAMAGE NOT OTHERWISE EXCLUDED UNDER THIS *PLAN*, WHICH DOES NOT CONSTITUTE A DEFECT IN THE CONSTRUCTION OF THE HOME BY PRATT, ITS AGENTS OR SUBCONTRACTORS.
- (g) LOSS OR DAMAGE CAUSED BY, OR RESULTING EITHER DIRECTLY OR INDIRECTLY FROM, EXCESSIVE RAIN, ACCIDENTS, RIOTS AND CIVIL COMMOTION, THEFT, VANDALISM, FIRE, EXPLOSION, POWER SURGES OR FAILURES, SMOKE, WATER ESCAPE, FALLING OBJECTS, AIRCRAFTS, VEHICLES, ACTS OF GOD, LIGHTNING, WINDSTORM, HAIL, TORNADO, HURRICANE, MUDSLIDE, EARTHQUAKE AND VOLCANIC ERUPTION.



- (h) LOSS OR DAMAGE CAUSED DIRECTLY OR INDIRECTLY BY FLOOD, WIND-DRIVEN WATER, SURFACE WATER, WAVES, TIDAL WAVES, OVERFLOW OF A BODY OF WATER, OR SPRAY FROM ANY OF THESE (WHETHER OR NOT DRIVEN BY WIND), WATER WHICH BACKS UP FROM SEWERS OR DRAINS, CHANGES IN THE WATER TABLE WHICH WERE NOT REASONABLY FORESEEABLE AT THE TIME OF CONSTRUCTION, OR WATER BELOW THE SURFACE OF THE GROUND (INCLUDING WATER WHICH EXERTS PRESSURE ON, OR SEEPS OR LEAKS THROUGH, A BUILDING, SIDEWALK, DRIVEWAY, FOUNDATION, SWIMMING POOL OR OTHER STRUCTURE), WETLANDS, SPRINGS OR AQUIFERS.
- (i) LOSS OR DAMAGE CAUSED BY SOIL MOVEMENT, INCLUDING SUBSIDENCE, EXPANSION OR LATERAL MOVEMENT OF THE SOIL (EXCLUDING FLOOD OR EARTHQUAKE), WHICH IS COVERED BY ANY OTHER INSURANCE OR FOR WHICH COMPENSATION IS GRANTED BY STATE OR FEDERAL LEGISLATION.
- (j) LOSS OR DAMAGE TO THE HOME, PERSONS OR PROPERTY DIRECTLY OR INDIRECTLY CAUSED BY TERMITES, OTHER INSECTS, BIRDS, VERMIN, RODENTS OR OTHER WILD OR DOMESTIC ANIMALS.
- (k) LOSS OR DAMAGE RESULTING FROM THE USE OF THE HOME FOR NON-RESIDENTIAL PURPOSES.
- (l) ANY CONDITION WHICH DOES NOT RESULT IN ACTUAL DAMAGE TO THE HOME, INCLUDING, BUT NOT LIMITED TO, UN-INHABITABILITY OR HEALTH RISK DUE TO THE PRESENCE OR CONSEQUENCE OF ELECTROMAGNETIC FIELDS (emfs), RADON GAS, MOLD, FORMALDEHYDE OR OTHER POLLUTANTS OR CONTAMINANTS; OR THE PRESENCE OF HAZARDOUS OR TOXIC MATERIALS.
- (m) BODILY INJURY OR DAMAGE TO PERSONAL PROPERTY.
- (n) LOSS OR DAMAGE CAUSED BY, OR RESULTING FROM, ABNORMAL LOADING OF STRUCTURAL ELEMENTS BY THE HOMEOWNER, WHICH EXCEEDS DESIGN LOADS MANDATED BY CODES.
- (o) CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, COSTS OF SHELTER, FOOD, TRANSPORTATION; MOVING AND STORAGE; ANY OTHER EXPENSES RELATED TO INCONVENIENCE OR RELOCATION DURING REPAIRS TO THE HOME; AND ANY DIMINUTION OF THE MARKET VALUE OF THE HOME.

THE BUILDERS LIMITED WARRANTY COVERS THE HOME. PLEASE NOTE THAT AS STATED ON PAGE 12 OF THE BUILDERS LIMITED WARRANTY, THE HOME DOES NOT INCLUDE LANDSCAPING, DRIVEWAYS, WALKWAYS, DECKS, OR PATIOS. HOWEVER, PRATT DOES COVER SOME OF THESE FOR 1 YEAR AS SET FORTH IN THE PEACE OF MIND PERFORMANCE STANDARDS. FOR SOME EXAMPLES OF NON-WARRANTY ITEMS, SEE SECTION 23 OF THE PERFORMANCE STANDARDS.



CUSTOMER CARE

Pratt is committed to providing excellence in every facet of the home purchasing experience. **We have a dedicated email address at customercare@prattliving.com.**

If you have questions, concerns, or need information about any aspect of Pratt's Customer Care just send a message to our team at customercare@prattliving.com.

Our pledge is to respond to your message within one (1) business day.

REQUESTING WARRANTY SERVICE

The purpose of our warranty process is to provide you with timely service to fix deviations from our performance standards. Except for emergencies or disputes, all requests for warranty service will be submitted by meeting with your Customer Care Technician 30 days and 11 months after closing. The Customer Care Technician will schedule the meeting with you in your home and a list of warranty requests will be prepared.

EMERGENCY REQUESTS

An emergency is an item that causes major discomfort or could cause major damage to your home. Generally, these are water leaks, no hot water, and no heating/cooling. If an emergency occurs you should call us immediately at (423) 267-9917 and press 9 for our Customer Care and Warranty Service Department. Or call the appropriate subcontractor on the list furnished to you at closing. If you are experiencing a heat or air problem, please call the number on your thermostat for service.



At closing you received the Peace of Mind Plan and a copy of the Builders Limited Warranty. We encourage you to read these documents, particularly the performance standards.

For the 30-Day review, we ask that you limit requests to functional items such as door adjustments and not make cosmetic requests such as minor paint touch up. The 11 Month review will include all items occurring since the 30-Day submission including cosmetic items.

Our Warranty Process requires the following items take place to ensure we have successfully completed your warranty request:

1. Except for emergencies, service requests are made in the 30 Day and 11 Month meeting with your Customer Care Technician.
2. Second appointment is made to complete service request while *Homeowner* is at home.
3. Homeowner's signature is required signifying that the service order is complete.



STRUCTURAL DEFECTS/ DISPUTES

Your home is covered for structural defects for a period of 10 years from closing or first occupancy whichever occurs first. Any warranty claim for a structural defect must be submitted by written notice to Professional Warranty Corporation on forms furnished by PWC and within the time limits set forth in the Builders Limited Warranty. You should also furnish a copy to *Pratt*.

If at any time we cannot reach a satisfactory resolution to your warranty claim, you can submit a written notice to PWC, with a copy to *Pratt*. Detailed instructions are contained in the following section.

DISPUTE SETTLEMENT

This *Plan* includes procedures for informal settlement of disputes, such as arbitration, which will be binding on the *Homeowner and Pratt*. This Dispute Settlement provision sets forth the exclusive remedy of all disputes or controversies under this *Plan*.

Disputes concerning your home that cannot be resolved between *Pratt* and the *Homeowner* shall be submitted to the Professional Warranty Service Corporation ("*Plan Administrator*") in the form of written notice sent by certified mail. The notice must include your name, address, phone number (both home and work), a specific description of the defect and a copy of your written correspondence to *Pratt*. Certified notice must be received by the *Plan Administrator* for resolution no later than 20 days after the applicable warranty period expires.

The *Plan Administrator* may review and mediate the dispute by communicating with the *Homeowner, Pratt*, and any other parties whom the *Plan Administrator* believes possess relevant information. If the *Plan Administrator* is unable to successfully mediate the dispute, the *Plan Administrator* will inform the *Homeowner and Pratt* that the dispute is unresolved, and that Binding Arbitration is provided as a remedy for resolving the dispute.

These disputes may include, but are not limited to:

- a. Whether a defect is covered by this *Plan* or the Builders Limited Warranty.
- b. Whether a defect has been corrected as required.
- c. Whether the *Homeowner* provided timely notice of the defect to *Pratt* and/or the *Plan Administrator*.
- d. Whether the *Homeowner* provided a timely request for binding arbitration as required by the Builders Limited Warranty.
- e. Whether an issue should be submitted to binding arbitration.



Any binding arbitration proceeding will be conducted pursuant to the United States Arbitration Act (9 U.S.C. § 1 et seq.) ("the Act") by an independent, nationally recognized, arbitration organization designated by the *Plan* Administrator. The rules and procedures followed will be those under the Act, which may be supplemented by the arbitration organization's rules. A copy of the applicable rules and procedures will be delivered to you upon your request to the *Plan* Administrator.

The arbitration will determine the *Homeowner's*, *Pratt's* and (if applicable) the Insurer's rights and obligations under the Builders Limited Warranty. These rights and obligation include, but are not limited to, those provided to the *Homeowner* or *Pratt* by local, state or federal statutes in connection with the Builders Limited Warranty. The award of the arbitrator(s) will be final, binding and enforceable as to the *Homeowner*, *Pratt*, and (if applicable) the Insurer, except as modified or vacated in accordance with the Act or the arbitration organization's rules. A judgment rendered by the arbitrator(s) may be confirmed, entered, and enforced in any court having jurisdiction.

Each party shall bear its own expenses for the arbitration, including the remittance of an arbitration filing fee which will be paid by the party requesting arbitration. If the homeowner requests arbitration and the arbitrator(s) find in the *Homeowner's* favor, the amount the *Homeowner* advances for an arbitration filing fee will be reimbursed by *Pratt*.

To initiate arbitration the *Homeowner* must complete a Binding Arbitration Request Form and mail it, together with the arbitration filing fee, to the *Plan* Administrator. Contact the *Plan* Administrator to obtain the Binding Arbitration Request Form or to determine the arbitration filing fee.

The *Homeowner's* Binding Arbitration Request Form, with the arbitration filing fee, must be received by the *Plan* Administrator no later than 30 days after the *Plan* Administrator has notified you in writing that mediation of your dispute has not been successful.

WAIVER OF JURY TRIAL: To the extent the laws of your state preclude an agreement that requires the parties to submit to binding arbitration, or to the extent a court of competent jurisdiction finds that any claim between *Pratt* and the *Homeowner* is not subject to binding arbitration pursuant to the provisions of the Builders Limited Warranty, then *Pratt* and the *Homeowner* knowingly waive trial by jury in any action, proceeding or counterclaim brought by either of them in connection with this agreement regardless of the form of the claim(s) made or damages sought. This waiver of jury trial will extend to any third party named in any proceedings by *Pratt* or the *Homeowner*.



INSURER'S RESPONSIBILITY

If the Insurer is required to resolve a claim, the following conditions shall apply:

- a. The decision of whether to repair or replace a defective item, or pay the *Homeowner* the reasonable cost of doing so, is the Insurer's.
- b. The total liability of the Insurer under this warranty is limited to, and shall not exceed, the lesser of the following:
 1. The contract price of the home.
 2. The reasonable cost of that part of the house damaged for like construction and use on the same premises.
 3. The necessary amount to repair or replace the portion of the building damaged by a Structural Element defect less all amounts paid by, or on behalf of, *Pratt* or the Insurer under the Builders Limited Warranty.
- c. Actions taken to cure defects will not extend the period of coverage specified in the Builders Limited Warranty.
- d. When the Insurer finishes repairing or replacing, or pays the *Homeowner* the actual cost for repairing or replacing a claim under the Builders Limited Warranty, the *Homeowner* must execute a full and unconditional release of all Insurers' obligations with respect to the claim. The Insurer shall be subrogated to all the *Homeowner's* rights including, but not limited to, assignment of the proceeds of any other insurance or warranties to the Insurer. The *Homeowner* shall do nothing to prejudice such rights of subrogation.
- e. The Insurer's warranty coverage is in excess of coverage provided under other warranties or insurance, whether collectable or not.
- f. Any claim involving a common element in a condominium must be made by an authorized representative of the condominium association.
- g. If the Insurer decides to pay the reasonable costs of repairing a claim, the payment shall be made to, or on behalf of, the *Homeowner* and any mortgagee or their successors, as each interest may appear, provided the Insurer shall not have any obligation to make payment jointly to the *Homeowner* and mortgagee where the mortgagee has not notified the Insurer in writing of its security interest in the home prior to such payment. Any mortgagee shall be completely bound by any conciliation or arbitration relating to a claim between the *Homeowner* and the Insurer.
- h. Any dispute between the *Homeowner* and the Insurer related to, or arising from, this Limited Warranty will be resolved by binding arbitration. Any such binding arbitration will be initiated by contacting the *Plan* Administrator to obtain a Binding Arbitration Request Form. The process for such arbitration will be conducted in the same manner as outlined in "E. Dispute Settlement" of this Limited Warranty.





Performance Standards

SECTION 1: INTERIOR CONCRETE AND FOUNDATION

(a) *Concrete Floor Uneven*

Interior concrete floors should not vary from flat exceeding 3/8 inch per 32 inches, provided that the deviation is gradual. If these conditions exist, *Pratt* will repair the floor for a period of one year. Appropriate corrective actions should include filling, grinding or use of a floor-leveling compound. Color and texture may vary from original finish.

(b) *Concrete Appearance/Finish*

Pratt will repair pitting, sealing, and spalling of the surface resulting in the appearance of coarse aggregate below the surface for a period of one year, unless salt or chemicals cause the disintegration of the floor. *Pratt* will repair the surface by patching or surface coating. Non-structural cosmetic surface flaws will be repaired or replaced at *Pratt's* discretion. Color variations are not covered.

(c) *Concrete Cracks*

Cracks in garage floors that exceed 1/4 inch in width or 1/4 inch in vertical offset, will be repaired, at *Pratt's* discretion, for a period of one year by filling and patching. The texture and color of concrete cannot be matched due to varying conditions and, therefore, the matching of concrete color or texture is not covered by the Warranty.

(d) *Concrete Slab-on-Grade Floor Cracks*

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

(e) *Expansion and Control Joints*

Expansion joints are intentionally placed in some concrete surfaces to allow sections of concrete to expand and contract with changes in temperature, and control joints are intentionally placed in concrete to control cracking as concrete cures. Expansion and control joints often will have a tendency to move or crack in the joint area. Because this is normal, no corrective action is required.



(f) *Footing and Foundation Wall Cracks*

Appropriate measures will be taken to correct serious cracks and/or deterioration in the foundation footings or foundation walls that cause the home to be unsafe or uninhabitable. *Pratt* will make the necessary repairs and/or provide replacement to the structural elements and related damage, except for areas not constructed by *Pratt*, for one year. For a period of one year, *Pratt* will patch the voids in walls caused by any cracks in the foundation that exceed 1/4 inch in width or vertical displacement.

(g) *Chalky Deposits [Efflorescence]*

Efflorescence is the residue left behind from the drying of concrete and masonry products. This is a normal condition. As concrete cures, water is drawn to the surface where it evaporates and leaves behind leachates (salts and alkaline deposits) on the surface. The homeowner may remove efflorescence by cleaning with a Tri-Sodium Phosphate (TSP) solution and water. TSP is available at most hardware or paint stores.

(h) *Water in Crawl Space*

Pratt covers any trickling leaks in the crawlspace of the home for a period of one year. *Pratt* will eliminate the cause of the leaks; however, humidity, condensation, and problems resulting from grading issues are not covered by The Warranty.

(i) *Basement Wall Bowed or Out of Plumb*

Basement walls should not bow or be out of plumb greater than 1 inch per 8 feet when measured from the base of the wall to the top of the wall. In situations where bowing or out of plumb walls exceed these parameters, *Pratt* will make corrections for a period of one year by floating the wall. However, if the wall is to remain unfinished per contract, and the wall meets building codes as evidenced by passed inspections, then no corrective action is required.

(j) *Basement Leaks*

Pratt will eliminate the cause of trickling leaks in the basement or crawlspace for ONE year. Basement leaks caused by landscaping or downspouts installed by the Homeowner, failure of the Homeowner to maintain proper grades, unusual storms and acts of God or other excluded events are not covered.





SECTION 2: FRAMING

(a) Wood or Metal Framed Walls Out of Plumb

Interior walls should be straight and plumb within 1 inch per 8 feet. *Pratt* will repair, for a period of one year, any interior wall that is more than 1 inch per 8 feet out of plumb.

(b) Column or Post Bowed

Exposed wood columns and posts, both interior and exterior, should not bow or be out of plumb in excess of $\frac{3}{4}$ inch per 8 feet. *Pratt* will straighten columns and posts that exceed the $\frac{3}{4}$ -inch per 8-feet standard for a period of one year.

(c) Wood Beam Twisted or Bowed

Subsequent to construction, beams, joints, and posts will sometimes twist or bow as they dry. Twisting or bowing of wood may be cosmetically unacceptable when visible in habitable spaces, but is rarely a structural problem. Bows and twists exceeding $\frac{3}{4}$ inch out of plane within an 8-foot section will be repaired for a period of one year if located within habitable space.

Acceptable repair may include shimming, trimming, or grinding the wood beam or post. When located in garages, basements, attics or crawl spaces, such bowing or cupping will not be repaired unless it causes unevenness to floors or roofs in excess of the Builders Limited Warranty specifications.

(d) Wood Beam Split

Beams, joists, and posts (particularly cedar) will sometimes split as they dry. Parallel vertical (splitting) is usually not a structural concern because such inconsistencies in wood are anticipated in the structural calculations of wood products and thus are not subject to repair. However, Pratt will fill vertical cracks one time for 1 year upon request of the homeowner. Diagonal splitting that extends from one side to another and is more than ½ inch deep may weaken the wood and will be filled or repaired for one year. Repairs may include additional wood framing to the existing beam/post secured with nails or bolts.

(e) Wood Floor Out of Level

The floor should not have a deflection of more than 1 inch in 15 feet when framing was with joists or more than 1 inch in 10 feet for trusses. Deflections due to overloading by the homeowner are not Pratt's responsibility. Crowns and other lumber characteristics that meet the standards of the applicable grading organization for the grade and species used are NOT defects. Pratt, will make a reasonable and cost-effective effort to modify any floor that does not comply for one year. Measurements for slope will be made across the room, not in a small area.

(f) Subfloor Uneven

Pratt, for a period of one year, will correct uneven wood flooring exceeding ¼ inch within any 4-foot measurement. Correction may include application of a flexible floor-fill underlayment. Concrete subflooring is covered in section 1.

(g) Subfloor Squeaks or Subfloor appears Loose

Totally squeak-proof floors cannot be guaranteed. Pratt will refasten any loose plywood for or take other corrective action to attempt to reduce squeaking to the extent possible within a reasonable repair capability without removing floor or ceiling finishes for a period of one year.

(h) A Wall is Bowed

Walls shall not bow more than 3/4 inch out of line within any 32-inch horizontal measurement, or 3/4 inch out of line within any 8 foot vertical measurement. Pratt, will make a reasonable and cost-effective effort to modify any wall that does not comply for one year. All interior and exterior walls have slight variances in their finish surfaces. On occasion the underlying framing may warp, twist or bow after installation.





SECTION 3: ROOF

(a) Roof Deflection or Bowing

All structural members of the home are sized according to the type of roofing product and the loads they may support to include wind, ice, and snow during normal weather patterns. *Pratt* will stiffen a structural member of the roof, for a period of one year, if deflection exceeds 1 inch per 20 feet.

(b) Asphalt Shingle Buckled or Curled

Asphalt shingle surfaces need not be perfectly flat; therefore, buckling or curling is not covered.

(c) Shingles Blown Off by High Winds

Under proper maintenance and normal/expected weather conditions, shingles should not blow off the roof. In the event that shingles are blown off the roof, *Pratt*, for a period of one year, will take necessary actions to repair shingles that have been blown off unless caused by wind velocities exceeding the manufacturer's tolerances. Damage caused by severe weather is not covered.

(d) Water Trapped Under Roll Roofing

For a period of one year, *Pratt* will repair or replace the roofing as necessary to meet the performance standard of water not trapping.

(e) Gutter or Downspout Leaks

Pratt will repair leaks, for a period of one year, in gutters and downspouts provided proper care is taken by the *Homeowner* to clear debris, snow, and ice.

(f) *Water Remaining in Gutters*

When a gutter installed by *Pratt* is unobstructed by debris, snow, and ice, the water level should not exceed 1 inch in depth in 24 hours after the rain ceases. *Pratt*, for a period of one year, will adjust the gutter to minimize such ponding. Ponding caused by debris, snow, or ice accumulation is considered part of routine *Homeowner* maintenance and is not covered.

(g) *Water Standing on a Low-Sloped Roof Area*

Water ponding on a low-sloped roof area should not exceed ¼ inch in depth more than 24 hours after the rain ceases. *Pratt*, for a period of one year, will repair ponded areas by adding additional roofing materials. Ponding caused by debris accumulation is considered part of routine *Homeowner* maintenance and is not covered.

(h) *Roof or Flashing Leaks*

When properly maintained, the roof and flashing should not leak under normal weather conditions. *Pratt*, for a period of ONE year, will repair roof or flashing leaks that occur during normal weather. Roof vents and louvers are designed to keep out wind-driven rain and snow under normal conditions. Leaks caused by debris or ice accumulation are considered part of routine *Homeowner* maintenance and are not covered.

(i) *Roofing Shingles or Tiles Not Aligned*

Shingles and tiles are installed to withstand a maximum exposure to the weather as recommended by the manufacturer. Often, tiles and shingles must be adjusted to compensate for differing roof conditions. This is not considered a defect. Tiles within any course should be aligned within 2 inches. *Pratt*, for a period of one year, will realign tiles and shingles that are not aligned within 2 inches. Minor telegraphing of roof sheathing seams and tissues is normal and will vary with weather conditions.

(j) *Shading or Shadowing Pattern*

Shading or shadowing on roofing material is caused by the differences in product color installed in a specific area. *Pratt* will try to minimize shading deviations by mixing tiles and shingles during installation, but uniform shading or shadowing is not covered.

(k) *Roof Tile Color Variations*

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



(l) New Roofing Products Do Not Match Existing

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

(m) Loose or Cracked Tiles or Shingles

Loose, cracked, or chipped tiles/shingles exceeding ½ inch will be repaired by *Pratt* for a period of TWO year. *Pratt* is not responsible for those damaged by the *Homeowner*.

(n) Mildew, Algae, and Moss on Roofs

The growth of mildew, algae and moss on roof surfaces is caused by the accumulation of dust and considered the responsibility of the *Homeowner* to conduct proper routine maintenance. The growth of mildew, algae, and moss on roof surfaces is not covered.

(o) Roof Tile Efflorescence

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





SECTION 4: EXTERIOR SIDING AND TRIM

(a) Siding Delaminated

Pratt, within one year, will repair or replace any hardwood or composite siding that has delaminated (separated into layers). The effects of improper *Homeowner* maintenance, negligent damage caused by objects striking the siding and weathering are not covered.

(b) Siding Bowed/Buckled

Pratt, within one year, will repair any bowed wood, lap siding or cementitious composite lap siding exceeding ½ inch per 32 inches.

(c) Siding Joints Separated

Pratt, within one year, will repair joint separations in siding exceeding 1/2 inch by filling them with sealant except for prefinished siding. Prefinished siding is not covered.

(d) Gaps Between Siding and Trim

Gaps between siding and moldings at trim pieces, miter joints or openings should not exceed ¼ inch. *Pratt*, within 1 year, will correct this condition by caulking/repairing the trim or siding.

(e) Siding Nails Expose Interior Fiber

Siding nails should not be countersunk to expose the interior fibers of hardboard or cementitious composite siding. *Pratt*, within 1 year, will repair such exposure by sealing nail holes with appropriate caulking and repainting.

(f) *Splits or Knotholes in Siding or Trim*

Pratt, within 1 year, will repair knotholes that expose the underlying sheathing or building paper, splits in exterior siding or trim wider than 3/8 inch by replacing or filling the knotholes, siding or trim.

(g) *Siding Color or Texture Mismatch*

Pratt will try to match the texture and color of the existing siding as closely as possible for any repair or replacement of siding, but a perfect match is not guaranteed.

(h) *Siding Finish Faded*

Any colored siding will fade when exposed to the sun. This is a normal condition. *Pratt* will repair or replace a particular piece of siding that becomes excessively faded in contrast to similarly exposed siding for a period of one year.

(i) *Siding/Trim Wood Rot*

Some warping, cupping, splitting, or rotting of wood can be expected. In cases where excess warping, cupping, splitting, or rotting of wooden members exists. *Pratt*, within one year, will repair or replace as necessary.

(j) *Exterior Walls/Siding Material Loose*

Pratt will correct siding materials that become loose or detached for a period of TWO year unless the problem is the result of an act of God or unusually high winds that exceed the manufacturer's wind limits.

(k) *Siding Stained by Nails*

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

(l) *Loose Exterior Trim*

Pratt, for a period of TWO year, will repair trim that has separated from the home by more than 3/8 inch. In cases where trim separation exceeds 3/8 inch, *Pratt* will reinstall trim, add fasteners or caulk separations. However, the Warranty does not cover trim separation caused by acts of God or unusually high winds that exceed the manufacturer's wind limits.





SECTION 5: STUCCO, CEMENTITIOUS FINISH, ABOVE GRADE BLOCK AND CONCRETE WALLS

(a) *Cracks in Stucco/Cementitious Finish/Block/Concrete/ Wood Walls*

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

(b) *Stucco/Texture/Cementitious Finish Loss*

Texture may become separated from the base stucco layer. *Pratt* will repair missing stucco texture greater than $3/8$ inch for a period of one year. Texture loss beneath the horizontal weep or drainage screed is normal and it is not covered.

(c) *Texture Mismatch*

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

(d) *Stucco Color Mismatch*

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

(e) *Surface Staining*

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

(f) *Stucco/Cementitious Finish Appears Wet*

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

(g) *Cracks in Masonry or Veneer*

Cracks in masonry or veneer greater than 3/8 inch in width will be repaired by tuck pointing, patching, or painting. Unless these cracks are controlled with expansion joints, *Pratt* will repair this condition for a period of one year. Color variations in mortar or brick products are normal and a perfect match is not covered. Cracks less than 3/8 inch in width within mortar joints and in brick products are also a normal condition and are not covered.

(h) *Course of Masonry or Veneer Not Straight*

Courses of masonry or veneer brick should not vary more than 1/4 inch per 10 feet. In cases where variation is more than 1/4 inch per 10 feet, *Pratt*, for a period of one year, will replace necessary portions of masonry or veneer brick.

(i) *Exterior Caulking Joint Separation*

Exterior caulking joints occasionally shrink or open up causing water intrusion. Joints and cracks in exterior wall surfaces and around openings should be properly caulked to prevent the entry of water. New homes exhibit significant movement at caulking joints during the first few years after construction due to normal shrinkage and drying of components. If water intrusion occurs, *Pratt*, for a period of one year, will repair caulking joints in exterior wall surfaces. Any subsequent repair or replacement of caulking is considered part of routine *Homeowner* maintenance and is not covered.





SECTION 6: EXTERIOR PAINT AND FINISHES

(a) *Clear Finish Deterioration*

Clear finishes on exterior surfaces, such as wood entry doors, diminish with aging and should be reapplied as part of routine *Homeowner* maintenance every 6-18 months, depending on outside exposure. Any deterioration is considered part of routine *Homeowner* maintenance and is not covered.

(b) *Paint or Stain Fading*

All exterior paints and stains exhibit fading when exposed to weather, and fading is a normal condition. Semi-transparent stains diminish with aging and should be reapplied as part of routine *Homeowner* maintenance every 6-18 months depending on outside exposure. Fading is considered part of routine *Homeowner* maintenance and is not covered by the Warranty.

(c) *Exterior Paint or Caulking Peeling/Deterioration*

Exterior paints and caulking should not peel or deteriorate for a period of one year. If exterior paint or caulking has peeled or deteriorated, *Pratt*, for a period of one year, will refinish or repair affected areas.

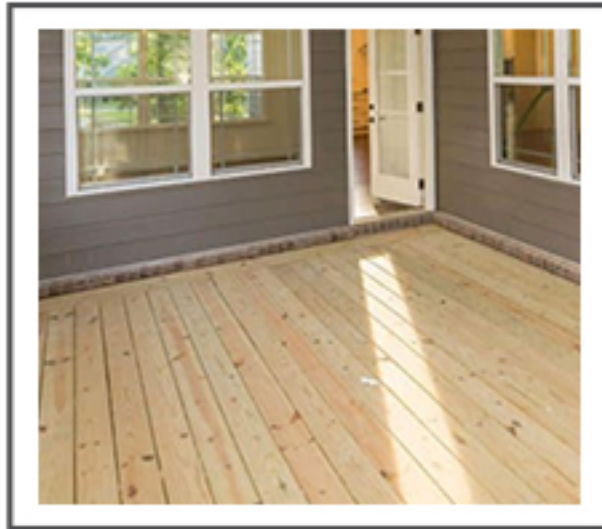
(d) *Mildew or Fungus*

Exterior painted or stained surfaces should be free of mildew or fungus. However, mildew or fungus may form on surfaces over time because of moisture. *Pratt* will correct any visible mildew or fungus growth problems once at closing or first occupancy (whichever comes first). Any subsequent removal of mildew or fungus is considered part of routine *Homeowner* maintenance and is not covered.

(e) Repainting After Repair Work

Repainting, staining, or refinishing may be required because of repair work. Repairs required under the Warranty will be finished to match the immediate surrounding areas as closely as practical. Due to fading and normal weathering, a perfect match cannot be achieved, and a perfect match is not covered. Where repairs affect more than 50% of a wall or ceiling product area, *Pratt* will repaint the entire wall, ceiling, or product surface with the original paint for a period of one year. Custom color touch-up is not covered.





SECTION 7: WOOD DECKS

(a) Wood Deck Out of Level

Pratt, for a period of one year, will repair wood decking that is out of level more than $\frac{1}{4}$ inch per 4 feet (unless the slope is incorporated in the design).

(b) Imperfections in Wood for Exterior Railings, Spindles, Decks, or Stairs

Pratt uses builder grade, pressure treated wood for exterior features. This wood for exterior railings, decks, or stairs will include imperfections such as knots and checks (cracks). *Pratt*, for a period of one year, will repair or replace wood for exterior railings, decks, and stairs that fail to meet intended use because of a structural defect. Knots, cupping and minor checking are normal, and removal of such imperfections is not covered by the Warranty. Any wood replaced will not exactly match existing decking.

(c) Springy or Shaky Wood Deck

All structural members in a wood deck shall be sized and fasteners spaced according to building codes and manufacturer's instructions. Within ONE year *Pratt* will reinforce or modify as necessary any wood Deck not meeting the performance guidelines.

(d) Spacing of Deck Boards Not Uniform

The spaces on opposite sides of individual deck boards shall not vary in average width by more than $\frac{1}{2}$ inch. *Pratt* will within one year realign or replace boards to meet the standard.

(e) Railings on Wood Deck Contain Splinters

Railings shall not contain splinters longer than 1 inch. In the first year, *Pratt* will one time only repair to remove the splinters.

(f) Nail Heads & Screws Protrude

Nail and screw heads shall not protrude from a wood deck board. *Pratt* for a period of one year will refasten nails/screws so heads are Flush.

(g) A Wood Deck Railing Lacks Rigidity

Wood deck railings shall be attached to structural members in accordance with applicable building codes. For a period of 1 year, *Pratt* will repair as necessary any loose railing to meet applicable codes.

(h) Stain Color

Stain color variations are not acceptable if they result from improper stain application or failure to mix the stain properly. One time only, in the first year, *Pratt* will re-stain the affected area. Stain color variations resulting from other causes – such as weathering or varying porosity of the wood are common and not covered by this guideline.





SECTION 8: SITE DRAINAGE

(a) *Site Drainage*

Grades and swales have been established by *Pratt* to ensure proper drainage away from the home. If the *Homeowner* modifies these areas with additional grading, plantings, concrete or any other obstructions, the *Homeowner* will thereafter be responsible for drainage. Improper drainage of the site occurs when there is standing or ponding water within 2.5 feet of the foundation beyond a 48-hour period (72 hours on swales, drainage or easements). If proper grades were not established initially, *Pratt* will re-grade the yard or swales for a period of one year. Ultimately, the *Homeowner* is responsible for maintaining drainage and swales of the lot. No grading determination can be made during frost or snow conditions. If the *Homeowner* adds a pool, *Pratt* will no longer be responsible for drainage. In some cases, moist, soggy soil without standing water may be normal in the overall drainage plan and is not covered, especially between houses 10' apart and A/C units running.

(b) *Ground Settling*

Settling of the ground around the home, utility trenches or other filled areas should not interfere with water drainage. If these areas settle more than 6 inches and interference does occur, *Pratt* will fill settled areas affecting proper drainage for a period of one year. *Pratt* will reinstall displaced plant material and sod that was originally installed by *Pratt*. Landscape that is altered by the *Homeowner* voids the Warranty on settlement.

(c) *Soil Erosion*

Pratt is responsible for protecting slopes and graded hillsides during construction from soil erosion per the "Soils Report" or "Local Jurisdiction." *Pratt* is not responsible for soil erosion after the close of escrow. Proper erosion protection requires the *Homeowner* to install landscaping groundcovers and deep-rooted plantings to reduce erosions. For steeply graded hills, the installation of erosion- control matting, such as jute and straw, will help reduce erosion until plantings have been established. Soil erosion is not covered.

(d) *Drainage System Failure*

Any system installed including french drains, gutter drains, basement drains, and any yard popups are to be maintained by the homeowner. Failure to maintain by keeping clean, free of debris, etc. will damage the system and *Pratt* will have no responsibility for repair.



SECTION 9: DOORS

(a) *Door Panel Split*

Split door panels should not allow light to be visible through the door. *Pratt*, for a period of one year, will repair splits in door panels by filling them with wood fillers and refinishing.

(b) *Door Warped*

Warping on doors should not exceed $\frac{1}{2}$ inch as measured diagonally from corner to corner. If the door has been properly maintained and is not physically damaged, *Pratt*, for a period of one year, will repair or replace the door with a comparable product if warping exceeds the $\frac{1}{2}$ inch standard. Warping that occurs to stain – or lacquer – finished doors that are improperly maintained is the *Homeowner's* responsibility and is not covered.

(c) *Raw Wood Showing on Door Panel*

Wooden door panels will shrink and expand because of temperatures and humidity changes and may expose unpainted surfaces at the edges of the inset panel on the door. Any touch-up is considered part of routine *Homeowner* maintenance and is not covered by the Warranty.

(d) *Doors Not Operating Properly*

Pratt, for a period of one year, will make necessary corrections to doors that fail to operate properly by binding, sticking, not latching, rubbing, or sealing.

(e) *Bi-Fold and Pocket Doors*

Bi-fold and pocket doors should slide without rubbing or coming off their tracks during normal operation. *Pratt*, for one time and one time only, will adjust bi-fold and pocket doors that fail to slide, are rubbing or are coming off their tracks during normal operation.

(f) *Sliding Patio Doors and Screens*

Sliding patio doors and screens should slide without coming off their tracks during normal operation. *Pratt*, once, during a period of one year, will adjust sliding patio doors that do not slide properly. Some entrance of the elements can be expected under windy conditions.

(g) *Garage Door Operates Improperly*

The *Homeowner* can expect the garage door to function properly. In the case that the garage door does not operate properly, *Pratt*, for a period of one year, will correct or adjust the door as required provided the homeowner has operated the doors properly.

(h) *Leak Through/Under Garage Door*

Under high wind conditions and storms, it is normal for some elements to leak through or under the garage door. *Pratt*, for a period of one year, will make needed adjustments if the door was not installed per manufacturers specifications.

(i) *Glass scratches and imperfections on Interior or Exterior Doors*

Pratt follows ASTM specifications, a well-known set of published performance standards, which state that imperfections in glass can be determined by visual inspection. The viewer will look through the window in daylight under normal lighting conditions. The potential imperfection must be in the view plane 90° to the window surface. Imperfections must be detectable from a distance of over 20 feet to be considered for repair. These kinds of imperfections will be repaired for a period of 30 days after closing. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to the door.

(j) *Exterior Door Has Air Leak*

Some air infiltration is usually noticeable, especially during high wind. No daylight should be visible when the door is closed. *Pratt*, for one year will repair by adjusting the door or weather stripping to meet this performance standard.





SECTION 10: WINDOWS

(a) *Window Is Difficult To Open or Close*

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

(b) *Window or Skylight Leaks*

Water leaking through or around windows or skylights as a result of improper installation will be repaired for a period of TWO year by *Pratt*. Water leaks at windows or skylights resulting from *Homeowner* damage, extreme weather, or improper *Homeowner* maintenance are not covered. Water may become visible in window track and sliding glass door tracks during heavy rain and should drain to the outside of the home.

(c) *Condensation or Frost on Window or Skylight*

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

(d) *Window Scratches and Imperfections*

Pratt follows ASTM specifications, a well known set of published performance standards, which state that imperfections in glass can be determined by visual inspection. The viewer will look through the window under normal lighting conditions. The potential imperfection must be in the view plane 90° to the window surface. Imperfections must be detectable from a distance of over ten feet to be considered for repair. These kinds of imperfections will be repaired for a period of 30 days after closing. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to the window.

(e) *Defects*

Pratt, for a period of one year, will replace defective glass when defects, including stress cracks or failed seals in insulated windows, occur.

(f) *Air Infiltration*

Some infiltration around windows is normal especially during high winds. *Pratt*, for a period of one year, will take necessary corrective action by adjusting windows or weather-stripping.

(g) *Broken glass*

Pratt will repair any broken glass that is reported to us prior to closing or first occupancy, whichever occurs first.





SECTION 11: ELECTRICAL

(a) *Fuses Blow or Circuit Breakers Trip*

Fuses should not be blown and breakers should not be tripped under normal use. *Pratt*, for a period of TWO years, will correct breakers that trip excessively under normal use.

(b) *Electrical Outlets, Switches, or Fixtures Malfunctions*

Pratt, for a period of TWO year, will correct outlets, switches, or fixtures that malfunction. The Homeowner should insure the GFCI is reset before reporting a problem. In situations where lights dim and flicker please note that voltage entering the home is controlled by the local utility transmission service and may fluctuate based on variances in power generation and usage. Also, lights may have a slight dimming or flicker when HVAC system comes on and this is normal.

(c) *Ground Fault Circuit Interrupter (GFCI) Trips Frequently*

Ground fault interrupters are safety devices installed as part of the electrical system to provide protection against electrical shock. These sensitive devise detect potentially dangerous “ground faults” in small appliances and extension cords. *Pratt*, for a period of one year, will replace any failed GFCI device that fails to reset. The *Homeowner* is responsible for repairing any device that causes the GFCI to trip.

(d) *Malfunction of Low-Voltage Wiring System*

In the event of a low-voltage wiring system malfunction, *Pratt*, for a period of TWO years, will take corrective action.



(e) *Ceiling Fan Vibrates*

Pratt will install ceiling fans in accordance with the manufacturer's specifications including blade balances. Pratt will repair any defect due to installation for a period of one year. Some minor fan wobble cannot be eliminated; therefore, complete elimination of fan wobble is not covered.

(f) *Communication Wiring*

All wire and device functions will maintain their integrity for a period of ONE year. This includes the phone, cable, alarm system, and the service panel. Any additions or alterations to the communication wiring and/or problems resulting from negligence and lighting fixture wiring are not covered. Controllers are considered appliances and are covered by the supplier.

(g) *Electrical Outlet Leaks Air*

Electrical outlets and switch boxes on exterior walls may allow cold Air to flow through. This is normal and no action is required of Pratt. The Homeowner may elect to install foam insulation pads under switch and outlet plates to decrease drafts.





SECTION 12: COMFORT CONTROL

(a) *Cooling System*

In cases where the cooling system is not working properly, *Pratt*, for a period of TWO year, will take corrective action if the ASHRAE (American Society of Heating, Refrigerating, and Air Conditioning Engineers) standards, a published set of industry standards relating to air flow and other heating system issues, are not met. In general temperature should be within 5 degrees from the thermostat setting. It is the *Homeowners* responsibility to balance the system as the seasons change.

(b) *Heating System*

In cases where the heating system is not working properly, *Pratt*, for a period of TWO year, will take corrective action if the ASHRAE standards are not met. In general temperature should be within 5 degrees from the thermostat setting. It is the *Homeowners* responsibility to balance the system as the seasons change.

(c) *Condensation Line Clogs*

The *Homeowner* is responsible for annual cleaning of the condensation lines that extend from the air conditioning coil. Lines that clog are the *Homeowner's* responsibility after closing.

(d) *Refrigerant Line Leaks*

Pratt, for a period of TWO years, will repair refrigerant lines that leak during normal operation and recharge the air-conditioning unit.

(e) *Insulation Uneven or Missing*

Thermal insulation is dictated by local codes or state energy guidelines and *Pratt* will install insulation in accordance with these applicable guidelines. *Pratt*, for a period of ONE year, will take appropriate action to correct insufficient insulation installation.

(f) *Ductwork Noise*

When metal is heated and cooled it expands and contracts. The resulting 'ticking' or 'crackling' sounds cannot be avoided. A booming noise caused by sheet metal billowing in or out ("oil canning") will be repaired by *Pratt* for a period of one year.

(g) *Vibration from Heating or Cooling Equipment*

It is normal for heating/air conditioning equipment to generate noise and vibration. Under the Warranty, no corrective action is required unless the install was incorrect.

(h) *Ductwork Separated or Detached*

Pratt, for a period of ONE year, will reattach any separated or detached ductwork not caused by the *Homeowner*.





SECTION 13: PLUMBING

(a) *Drainage Problems*

Pratt, for a period of 30 days, will assume the responsibility for clogged sewers, fixtures, and drains that are the result of defective construction or workmanship. *Pratt* is not responsible for clogging resulting from the *Homeowners* action or the failure of the municipal system. Also, *Pratt* is not responsible for conditions beyond its control such as freezing, saturated soils, increase in elevation of the water table, excessive system use, or limitations established by the local governing authority. Clogs shown to be caused by the use of any brand quilted toilet paper (Kirkland, Charmin, Cottonelle, etc.), wipes (even if flushable), or paper towels will not be covered under the warranty.

(b) *Water in Pipe Freezes*

Pratt, for a period of ONE year, will make necessary corrections to assure that plumbing pipes are adequately protected against normal anticipated cold weather (except un-drained exterior faucets and sprinkler systems). The *Homeowner* is responsible for maintaining the house temperature at a minimum of 65° F during cold weather and draining exterior pipes, faucets, and the sprinkler system for protection. Also, in extreme cold weather events, the homeowner should follow the National Weather Service advice for leaving water dripping and opening cabinet doors.

(c) *Water Pipe Noise*

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



(d) *Plumbing Leaks*

In the event that leaks are found in any piping, faucets, bathtubs, or showers, *Pratt*, for a period of TWO years, will repair as necessary. Undrained exterior faucets are not covered under the Warranty. The maintenance of caulking and grout to prevent leaks is considered part of routine *Homeowner* maintenance and is not covered by the Warranty. Condensation on pipes is not a leak and is not covered. Malfunction of fixtures is covered under the manufacturer's warranty.

(e) *Shower or Tub Flexes or Shower Door Leaks*

Excessive flexing in a shower base occurs when the drain assembly moves up or down with normal weight. *Pratt*, for a period of one year, will repair excessive flexing in a shower base by installing support materials beneath the enclosure base. Composite shower walls will flex when pushed inward. Such flexing is not considered a defect. *Pratt* will also for one year fix a shower door that leaks water provided the leak is not due to damage caused by the *Homeowner*.

(f) *Loose/Wobbling Toilets*

Loose/wobbling toilets will be covered for the first 30 days from closing by adding shims, replacing broken flanges, or other corrective measures. Corrections required after 30 days are *Homeowner* maintenance.

(g) *Sewer/Septic System*

Pratt, for a period of ONE year, will repair or replace faulty workmanship and materials, and will conform with the local code requirements per design and installation only. Freezing, soil saturation, underground springs, water run-off, excessive use and increased water table are among the potential septic system issues not covered by the Warranty.

(h) *Sump Pump or Grinder Pump*

The *Homeowner* is responsible for maintaining any sump. *Pratt*, for a period of TWO years, will repair or replace any sump or grinder pump if it fails to operate properly.

(i) *Drainage Pipes*

It is normal for drainage pipes to cascade, pop, and drip. Unless it is a leak *Pratt* is not responsible for fixing drain pipes that cascade, pop, or drip. As water drains from the second floor to the first, it is common to hear a cascading sound.





SECTION 14: INTERIOR PAINT AND FINISHES

(a) *Blemishes on Walls or Ceilings*

Blemishes include nail pops, cracking, or blistering visible on finished walls or ceilings. *Pratt*, during a period of one year and for one time and one time only, will repair blemishes, excessive waviness or seams visible under normal lighting conditions in finished areas that are readily visible while standing from a distance of 6 feet. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to a wall. Cracks that occur adjacent to windows from expansion and contraction will be repaired using flexible latex caulking. Under the Warranty, *Pratt*, for a period of one year, will also repaint the affected areas.

(b) *Nail Pops of Walls or Ceilings*

Minor depressions and slight mounds at nail/screw heads are not considered defects. A nail pop will be correct if the nail/screw head has broken the finished surface.

(c) *Repainting After Repair Work*

Repainting, staining, or refinishing may be required because of repair work. Repairs required under the warranty should be finished to match the immediate surrounding areas as closely as practical. Due to fading and normal weathering, a perfect match cannot be achieved and a perfect match is not covered by the Warranty. Where repairs affect more than 50% of a wall or ceiling area, *Pratt*, for a period of one year, will repaint the entire wall or ceiling surface from corner to corner. Where deep base, ultra deep base paints, and wall coverings have been installed, *Pratt* will not warrant the match of any necessary repairs. All blemishes should be noted and repaired prior to custom paints and wall coverings being applied. In judging whether *Pratt* is responsible for repair, the defect must be viewable under normal lighting and seen from a distance of 6 feet from a 90° view plane. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to a wall.



(d) *Drywall Knockdown Finish*

Drywall texture is applied by hand and varies with the technique of the installer. Where a tall wall exist, it is necessary to install the drywall texture in several passes. Breaks between application phases occur in all homes and sometimes are more visible due to the method of application. The inherent inconsistency of drywall texture is to be expected as with all hand-applied troweled finishes and no action is required. However, *Pratt*, for a period of one year, will repair deviations, bumps, or voids measuring over ¼ inch per 4 feet, which are not part of the intended texture. During repair, the *Pratt* will try to match the original texture as closely as possible, but a perfect match is not covered by the Warranty.

(e) *Minor Cosmetic Scratches, Dents, or Gouges*

Since these types of problems are normally the result of home occupancy, *Pratt* is responsible for fixing only these types of items as noted on the final home walk through before occupancy.





SECTION 15: INTERIOR TRIM AND MOLDINGS

(a) Interior Trim Split

Splits, cracks, raised grain, swelling of finger joints, and checking are inherent characteristics of all wood and cannot be avoided. *Pratt* will fix one time and one time only any splits, cracks, or checking that occur in the first year from closing that exceed 1/8 inch.

(b) Nails Set or Holes Not Filled in Interior Trim

Nails and nail holes in interior trim should be set and filled. *Pratt*, once, within one year, will set and fill nails and nail holes in interior trim within finished areas. To qualify the holes must be visible under normal lighting conditions from a distance of 6 feet when viewed from a 90° plane. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to a wall.

(c) Gaps at Joints on Molding and Casing

All joints on molding and casing should fit and be securely attached, as well as filled and sanded. *Pratt*, for a period of one year and one time only, will repair defective joints and gaps exceeding 3/16 inch. Acceptable repair includes filling joints and gaps with wood putty.



SECTION 16: FLOORING

(a) Floor Squeaks or Pops

Pratt will take corrective action to eliminate loose flooring and minimize squeaks on a one time basis within the first year of the Warranty. However, absence of squeaks is not guaranteed.

(b) Cracked or Loosened Tile, Brick, Marble, or Stone

Pratt, for a period of one year, will replace cracked tiles, bricks, marble, or stone which have detached from a surface unless the defects were caused by *Homeowner's* negligence. An exact match on replacement material is not guaranteed and *Pratt* is not responsible for discontinued patterns or color variations when replacing tile, brick, marble, stone flooring, or grout. Hollow tiles occasionally occur and are not covered.

(c) Cracks in Tile Joints or in Junctures with Other Material

Cracks in grouting of tile joints commonly result from normal shrinkage. Cracks that result in loose tiles or gaps that exceed 1/16 inch shall be repaired by *Pratt* one time and one time only during the first warranty year. *Pratt* is not responsible for color variations or discontinued color grout.

(d) Grout or Mortar Joints are not a Uniform Color

After grout has cured, any color variation that is visible from a distance of 6 feet under normal lighting is considered excessive. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to a wall. *Pratt* will repair such joints one time and one time only during the first warranty year.

(e) *Tile Edges Not Even*

When adjacent marble or ceramic tile edges are not even with each other, they cause a deviation called "lippage." *Pratt*, for a period of one year, will repair lippage greater than 1/8 inch. Any Irregular tiles that are manufactured to be irregular or limestone, adoquin, and Mexican Pavers are not covered by the warranty. Natural stones are also excluded from the warranty.

(f) *Hardwood floor boards are cupped or crowned*

Pratt, for a period of one year, will correct cups or crowns exceeding 1/8 inch within a 3 inch span measured perpendicular to the long axis of the wood board length. Cupping or crowning caused by exposure to excessive moisture is not covered as the homeowner is responsible for maintaining proper house humidity.

(g) *Hardwood Flooring Gaps*

Gaps between hardwood floorboards normally fluctuate in areas where relative humidity varies substantially. The *Homeowner* is responsible for maintaining proper humidity levels in the home to minimize gaps between hardwood floorboards.

Where gaps exceed 3/16 inch and can be seen from a 6 foot distance under normal lighting, *Pratt* will repair one time and one time only during the first warranty year. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to a wall. Appropriate measures including filling and pudding.

(h) *Excessive Lippage at Wood Flooring Junctions*

Lippage greater than 1/2 inch is considered excessive. For one year *Pratt* will repair any wood flooring not meeting the 1/2 inch standard.

(i) *Inconsistency in Finish*

Finish voids or inconsistencies, including peeling, that are visible from a distance of 6 feet under normal lighting will be repaired by *Pratt* for a period of one year assuming that homeowner has not abnormally abused the floor. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to the floor. Prefinished coatings are the manufacturers responsibility and are not covered under this warranty.

(j) *Hardwood is Buckled from Subfloor*

Hardwood flooring that has buckled from the substrate will be repaired by *Pratt* if it occurs in the first warranty year.

(k) *Knots and Color Variation*

Hardwood flooring is a natural product and can be expected to show variations in color, grain, and stain acceptance. Excessive knots and color variations should not be present in properly graded wood. *Pratt* will replace during the first year any improperly graded wood only if documented in the closing agreement prior to closing.



(l) *Hardwood is Splintered or Slivered*

Splinters or slivers that occur during the installations are considered excessive. Splinters or slivers will be filled prior to the sanding and finishing. Any splinters that are missed will be filled for a period of one year in the affected area.

(m) *Vinyl Flooring Loosened or Bubbled*

Vinyl flooring should not lift, bubble, detach or shrink from the perimeter. *Pratt*, for a period of one year, will reattach loose or bubbled floor areas or replace floors where shrinkage occurs at the perimeter.

(n) *Vinyl Flooring Depressions or Ridges*

Depressions or ridges may appear in vinyl flooring because of subfloor irregularities. *Pratt* will repair subflooring that causes depressions or ridges exceeding ¼ inch per 4 feet for a period of one year.

(o) *Gaps in Vinyl Flooring Seams*

Gaps in vinyl flooring seams should not be visible from a standing position. *Pratt*, for a period of one year, will repair gaps in seams (sheet goods) or gaps in seams that exceed 1/8 inch (resilient block tile).

(p) *Vinyl Flooring Nail Pops*

Pratt, for a period of one year, will repair nail pops on vinyl flooring that are readily visible from a standing position under normal lighting conditions. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to the floor.

(q) *Vinyl Flooring Patterns Misaligned*

Vinyl flooring patterns at seams between adjoining pieces should align. Under the Warranty, *Pratt*, for a period of one year, will correct misaligned flooring only if documented on the closing agreement prior to the closing.

(r) *Vinyl Flooring Stains*

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

(s) *Carpeting Loose or Wrinkled*

Pratt, for a period of one year, will re-stretch or re-secure wall-to-wall carpeting that has detached or loosened from the point of attachment.



(t) *Gaps in Carpet Seams*

It is normal for carpet seams to show. However, *Pratt*, for a period of one year, will repair gaps in carpet seams that are readily visible from a standing position under normal lighting conditions. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to the floor.

(u) *Carpet Spots or Fading*

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



SECTION 17: CABINETS AND COUNTERTOPS

(a) Gaps Between Cabinets and Ceilings or Walls

Gaps between cabinets and ceilings or walls should not exceed $\frac{1}{4}$ inch. *Pratt*, for a period of one year, will repair the gap with caulking, putty, scribe molding or by repositioning the cabinets.

(b) Cabinet Door or Facing Warped

Pratt, for a period of one year, will repair cabinet doors and drawer fronts that are crooked or warped in excess of $\frac{1}{4}$ inch.

(c) Cabinet Door Will Not Stay Closed

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

(d) Cabinet Door or Drawer Binds

Pratt, once, during a period of one year, will adjust cabinet doors and drawers that do not easily open or close. Any subsequent adjustment is considered part of routine *Homeowner* maintenance and is not covered by the Warranty. Issues beyond the one-year period will be covered by the manufacturer's warranty.

(e) Wood Cabinet Finish Variations

All wood in any finish will exhibit color changes when exposed to light. All wood cabinets are constructed using different pieces of wood, and each piece will differ in color as well as change color in different ways. This color change is caused by variations in the minerals and acids from the soil and other conditions created

by the growth environment of a tree. These variations in graining and color are characteristics of a natural wood cabinet and are not considered defects. Wood has these variations and these variations are not covered. Painted cabinets should appear uniform under normal lighting when viewed from a distance of 6 ft. Cracks in painted cabinets are not covered unless they exceed 1/8 inch. *Pratt* will touch up or repaint for a period of one year.

(f) Cabinet Units are Not Level

Individual cabinets should not have a deviation of more than 3/16 inch out of level. *Pratt* will level the cabinets to meet the guideline in the first year after closing only if documented on the closing agreement prior to the closing.

(g) Cabinet Doors do Not Align When Closed or are Warped

Cabinet door alignment or warpage not exceed 1/8 inch. *Pratt* will one time one time and one time only adjust the doors to meet the performance guideline within one year from closing.

(h) Counter Tops That Are Cracked or Scratched

Cracks, scratches, or other damage caused by the *Homeowner* are not covered by the Warranty. At the time of closing, all countertops shall be free of scratches or cracks visible from a distance of 6 ft. under normal lighting. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to the countertop. Those not meeting the standard will be repaired at that time.

(i) Countertop Not Level

Countertops should be no more than 1/4 inch per 4 feet out of level. If the countertop is more than 1/4 inch per 4 feet out of level, the Builder, one time after closing, will make appropriate adjustments to the countertops.

(j) Countertop Delaminated

Pratt, for a period of one year, will repair delaminated high-pressure laminate countertops.

(k) Color Variations in Granite, Marble, Stone, or Solid Surface

Color variations are normal and acceptable. *Pratt*, therefore, has no responsibility for countertop color or texture variations.

(l) Chips in Granite, Stone, Marble, or Solid Surface

Chips greater than 1/32 inch in width that are present at closing are considered excessive. *Pratt* will repair or replace the affected top to meet the performance guideline by filling and sanding. *Pratt* is not responsible for chips that occur after closing.



(m) Excessive Countertop Lippage of Tile Countertop

Adjoining tiles, except for materials designed with an irregular height (such as handmade tile), with lippage exceeding 1/8 inch is excessive. Tile not meeting the performance standard and noted at closing will be repaired by *Pratt*.





SECTION 18: FIREPLACE AND CHIMNEY

(a) Firebox Lining Damaged By Fire

The interior firebox area will become discolored and cracked from the heat of fire in the fireplace. This is not covered by the Warranty.

(b) Fireplace Smoke in Living Area

When fireplaces are used properly, smoke from the fireplace should not escape into living areas. In cases where smoke escapes into living areas because of improper installation or design, *Pratt*, for a period of one year, will take appropriate corrective action.

(c) Water in Firebox

It is common for water infiltration to occur into the firebox from the flue. A certain amount of rainwater can be expected under certain conditions. Under the Warranty, no action is required on the part of *Pratt*.

(d) Pre-Fab Gas Fireplace

Pratt, for a period of one year, will repair any defects per the manufacturer's specifications. Cleaning and replacement of embers will be the responsibility of the Homeowner.

(e) Cracks in Masonry Chimney Cap or Crown

It is normal for chimney caps to crack due to expansion and contraction. Chimney caps should be installed at least two inches thick to minimize cracking. *Pratt*, for a period of one year, will replace any cracked chimney cap that is less than two inches thick and will fill any crack larger than 1/8 inch with grout to minimize water intrusion.



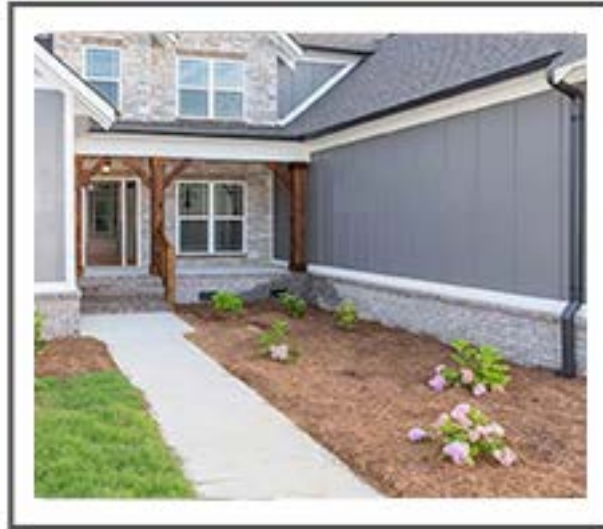
(f) *Chimney Separation*

Chimneys should not separate more than ½ inch in 10 feet from the attached structure. If a separation exceeding ½ inch from the attached structure does occur, *Pratt*, for a period of one year, will determine the cause and correct the problem.

(g) *Gas Log Placement and Cleaning*

To avoid sooting, gas logs must be placed and cleaned according to the manufacturers instructions. *Pratt* is not responsible for sooting that occurs due to the homeowner's failure to place or clean logs properly after closing.





SECTION 19: LANDSCAPE

(a) *Plants, shrubs, and trees*

Due to regional variances in temperature and terrain, *Pratt* does not warrant the survival of plants, trees, and grass. Unlike manufactured materials, plant material is subject to factors beyond *Pratt's* control. This is consistent with general industry practice as set forth in "Residential Construction Performance Guidelines" published by the National Association of Home Builders. *Pratt* does warrant that plants, shrubs, trees, and sod planted by *Pratt* will be alive at closing. *Pratt* one time only will replace dead landscaping only if documented on the closing agreement prior to the closing.

(b) *Tree stumps*

Pratt will remove any tree stumps that are on the property in the disturbed area prior to the substantial completion of the project.

(c) *Grass*

Where sod is not chosen (typically back yards), *Pratt* rough grades, rakes, seeds, ensures the area is free of construction debris, but does not add topsoil. When the grass seed is sown, it will be sown per the manufacturers instruction and germination is not guaranteed. Sod will be alive at closing but as noted above, survival is not guaranteed. Spotting or weeds that occur after closing are the homeowners responsibility.

(d) *Existing trees*

Special care is taken to preserve existing trees during construction however, *Pratt* does not guarantee them and is not responsible for their removal. Any tree endangering the house will be removed unless the homeowner agrees otherwise.



(e) *Sprinkler system*

If Pratt installed a sprinkler system with your home, it is warranted for one (1) year for material and workmanship provided the homeowner performs routine cleaning and adjustment of sprinkler heads. Also, you are responsible for shutting down and winterizing the system before freezing temperatures can result in broken lines.

Failure to winterize the system voids the warranty.

If your home is purchased in the Summer, Fall or Spring months, then you need to contract with an irrigation company to winterize your system. If your home is purchased during the winter months, your system will already be winterized to avoid freezing prior to closing. Pratt will one time come and de-winterize your system at the appropriate time of the year by reinstalling the backflow preventer and ensuring that your system is operating correctly. Please contact your builder to schedule a time for the Irrigation Contractor to de-winterize your system. Pratt will only be responsible one time for winterizing your system and this is only applicable if your system is already winterized prior to closing. Also, the homeowner is responsible for backflow testing required by the water authority. Multiple Water Companies require annual testing of your backflow preventor. All Water Companies are different, but most notify you in writing and ask you to have a backflow certification test performed by a licensed irrigation contractor of your backflow preventor. Pratt is not responsible for backflow testing and it is the homeowner's responsibility to contract with a licensed professional to do so.

(f) *Soil erosion*

Pratt is not responsible for soil erosion due to acts of God, weather conditions, property alterations by the homeowner, construction on adjacent properties, utility company's work, improper homeowner maintenance or other conditions beyond Pratt's control.

(g) *Maintenance*

The key to successful landscaping is homeowner attention and Maintenance. Companies specializing in landscape maintenance can be of help to you. After closing proper lawn and landscape care is the homeowner's responsibility.





Section 20: Driveways And Exterior Concrete Surfaces

(a) Asphalt Driveways

For a period of one year, asphalt driveways containing cracks exceeding 3/8 inch wide will be repaired by Pratt and Pratt will repair any depression which retains water in excess of one inch deep caused by settlement. Extreme heat will cause indentations and surface deterioration if cars or trucks are parked for long periods of time in the same location. These indentations caused by the long term parking of cars or trucks are not covered by the Warranty.

(b) Masonry (Brick) Driveway Settlement/Shifting

Some settling of the masonry driveways should be expected. In cases where there is 3/8 inch or greater settlement or shifting, Pratt, for a period of one year, will repair by resetting pavers.

(c) Masonry Driveway Color Variation

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

(d) Cracks/Chips in Masonry Driveway

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

(e) *Pop-Outs in Exterior Concrete*

Small pop-outs in exterior concrete are related to soft aggregate used in standard residential concrete mixes. Pop-outs are not covered under the Warranty and will not be repaired by Pratt.

(f) *Surface Scaling and Appearance in Exterior Concrete*

Surface scaling in exterior concrete can result from salt and chemicals used to treat roads. Unless more than 75% of the surface is affected, scaling is not covered under the Warranty. In cases, where more than 75% of the surface is affected, Pratt, for a period of one year, will repair using applicable methods. Color variations that occur in concrete and/or repairs are not covered.

(g) *Concrete Settling*

Garage floors, concrete walkways, patios, and steps should not settle, heave or separate from the house structure in excess of 1 inch. In cases where this occurs, Pratt will repair damaged portions of one the concrete, using methods at the Pratt's discretion, for a period of one year.

(h) *Water Ponding on Exterior Concrete Surfaces*

After the rain ceases, water ponding should not exist on concrete surfaces for more than 48 hours that exceeds 3/8 inch in depth. In the event that water ponding exists beyond the 48-hour period, Pratt will take discretionary corrective action for a period of one year.

(i) *Common Area Sidewalks*

Community sidewalks are not covered by the Warranty. Please refer to the Community Governing Documents for details on sidewalk maintenance and repairs.

(j) *Exterior Concrete Paver Surfaces*

Surface variances greater than 1/2 inch per 4 feet will be repaired for a period of one year. Due to the nature of the product, irregularities in the shape, color, texture, size, and finish can be expected and these variances are not covered by the Warranty.

(k) *Cracks in Exterior Concrete*

Driveways, sidewalks, stoops, patios, etc., are exposed to the elements year round and are subject to wear and tear from weather. **Cracks are to be expected due to curing, expansion, and contraction.** Pratt will repair cracks exceeding 1/4 inch in width or vertical displacement by filling, patching, or grinding for a period of one year. The repaired area may not match the existing area in color and texture.

(l) *Stains on Exterior Concrete Surfaces*

Concrete surfaces can become stained during home construction. Pratt pressure washes and otherwise cleans concrete surfaces as best it can prior to closing. Stains remaining at or occurring after closing are not warranted and Pratt will not be responsible for cleaning stains after closing.



SECTION 21: OUTDOOR/INDOOR POOLS

Pools have many parts and components and are not warranted by Pratt. Warranty coverage may be available from a third-party pool contractor, if applicable.



SECTION 22: APPLIANCES

(a) Chipped or Scratched Appliances

Scratched or chipped finishes on porcelain, glass, or other surfaces on laundry, kitchen, or bar appliances that occur after closing are not covered by the Warranty. Any finish defects must be noted in the final walk through prior to closing. To be considered a defect, it must be visible from a distance of 6 feet under normal light conditions. Normal lighting conditions are defined as natural or artificial light shining directly on or parallel to the appliance. Defects so noted will be repaired by Pratt.

(b) Appliance Fails to Function

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

SECTION 23: SOME EXAMPLES OF NON-WARRANTY ITEMS

(a) Ceiling/ Wall Repairs Not Matching Perfectly

Repairs made to your ceiling/ wall may not match perfectly. The whole ceiling/ wall will not be repainted unless 50% or more is required.

(b) Ceramic Tile, Carpet, Vinyl, & Hardwood

Slight color variations on ceramic tile, vinyl or hardwood flooring are typical on initial installs and repairs.

(c) Closet Shelves

Shelves can pull loose from walls with too much weight.

(d) Cracks in Concrete

Cracks smaller than ¼" are common in concrete.

(e) Dented Exterior Doors

Dented exterior doors will not be repaired unless documented prior to closing.

(f) Drywall Dust From Repairs

Some dust will settle over time from drywall repairs.

(g) Exterior Hose Connection

Frozen hose bibs can occur if hose pipe is left connected during freezing temperatures.

(h) Exterior Concrete

Staining remaining after closing is not warranted.

(i) Garage Doors

Overhead single and double doors are not intended to be weather tight. Some entrance of the elements is to be expected under heavy weather conditions.

(j) HVAC Vents

HVAC vents may occasionally make small amounts of noise.

(k) Kitchen Cabinets

Due to wood grains and shades are never being the same, there may be slight variations in the finished product.

(l) Kitchen Counter Tops Damaged

Damage will occur from water or other liquids being allowed to sit on the countertop. Chips and cracks are not covered under the warranty if not identified at closing.

(m) Landscaping

Grass, Sod, Plants, and Trees are not covered by the warranty except to be alive at closing.

(n) Louvers & Vents

Properly installed louvers and vents may allow the penetration of rain and snow under strong wind conditions.

(o) Nail Pops

Nail pop repairs will only be made when the nail has broken the finished surface. Minor depressions and slight mounds at nail/screw heads are not defects.

(p) Noise in Pipes

Sounds made by water flowing through pipes is normal.

(q) Plumbing System Pipes

Clogs shown to be caused by the use of thick quilted toilet paper, wipes (even if labeled flushable), and paper towels will not be covered under the warranty.

(r) Rattling of Siding

Rattling in high winds is normal.

(s) Vermin

Removal of vermin is not covered by the warranty.

(t) Water Collecting in the Meter Box

Water will often collect in this low point of the yard.

(u) Window Screen & Enclosed Patio Porch Screens

Wind May loosen screens slightly.

(v) Windows & Doors

Some infiltration is normal especially during high winds.