NATIONAL VERSION

centex®

New Home Limited WARRANTY

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Welcome

You've made the right decision by choosing Centex®. You are now the proud owner of an exceptionally well-crafted and smartly designed home. This book provides you with all the details of your home's warranty.

As you add the personal touches that make this home your own, you can look forward to enjoying its enduring quality. Be assured that we, too, are committed to enhancing your pride in ownership, as we build a relationship that lasts as long as your home.

Centex has long held a reputation for building superior homes and standing behind what we build. We strive to deliver a level of customer service that goes far beyond industry standards. With expert, personalized service throughout the warranty period, you can count on us to take care of you every step of the way. It's just another reason why we're one of the most admired companies in home building.

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Overview

This section provides a general overview of the New Home Limited Warranty ("Limited Warranty") (for Pulte Homes, Centex, or Del Webb branded homes, as applicable) provided by the PulteGroup building subsidiary identified as the seller in your home purchase agreement ("Builder"). The specific details, limitations, and conditions of the Limited Warranty are provided to you ("Homeowner") in this book.

The following pages of this Overview describe the Limited Warranty in general terms, the spirit of this warranty, what you have a right to expect from the Builder and what your home has a right to expect from you. Following the Overview are sections that describe the Limited Warranty, Builder's Responsibilities, Homeowner's Responsibilities, Coverage Exclusions and Limitations, Requesting a Home Repair, Resolving Disputes, Attached Homes and General Information.

Your Limited Warranty:

Performance Standards

The components of your home are warranted against construction defects and to meet the levels of construction quality and performance set forth in California Civil Code Sections 896 and 897 for the time periods set forth in California Civil Code Sections 896 and 941. These standards describe what you should expect from the components that make up your home. Your Limited Warranty also describes some common situations that can cause a component or system to be excluded from coverage under the Limited Warranty. For example, failure to perform routine maintenance or making modifications to your home may result in an item being excluded from coverage. For a complete description of exclusions, please consult the Limited Warranty.

If you believe a component in your home is not performing as it should, please consult the Limited Warranty for terms and conditions or contact a member of your local Customer Service Team

Fit and Finish Standards

Fit and finish components of your home – such as cabinets, flooring, countertops, and trim – are warranted against fit and finish defects for one year as more fully set forth in the Limited Warranty.

During your pre-closing home orientation, you will have the opportunity to view the cosmetic condition of your home. Damage that occurs after the closing of your home and that is not the result of a construction defect, such as scratches to finished surfaces or damage to window screens, is not covered under the Limited Warranty.

Consumer Products

Elevators, Solar Systems, Emergency Power Systems, Smart Home Components, manufactured products and Consumer Products (as each of those terms are defined in Section 6.5(A) of the Limited Warranty below) included in the home are not covered under the Limited Warranty, but are covered by separate warranties provided by the manufacturer or supplier. Those manufacturer or supplier warranties are assigned to the Homeowner by the Builder at the time of closing. In the event that a timely claim is made under one of these warranties without response from the manufacturer or supplier, the Builder will assist the Homeowner in attempting to resolve the problem with the

manufacturer or supplier. During the first year, the Builder will correct the malfunction of an elevator, Solar System, Emergency Power System, Smart Home Component, manufactured product or Consumer Product installed by the Builder if the malfunction is due to damage during installation or improper installation.

The Spirit of the Limited Warranty

Our Limited Warranty commitment is easy to understand 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. Components should work. If there are problems because of construction defects, the Builder will arrange for repair or replacement. If a problem results from actions by occupants of the home or others, from ordinary wear and tear, or from the failure of Homeowner to properly maintain the home, the Builder is not responsible for the resulting repair or replacement.

Your Rights and the Rights of Your Home

We view your Limited Warranty in terms of what you, as our customer, have a right to expect in the construction of the home. We view the issues of ordinary care and regular 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. It is our desire 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 actual warranty coverage is described in the Limited Warranty provided in this book. Home care guides provided by the Builder supply much of the information you need to provide your home with the appropriate level of preventative maintenance.

SECTION 1:

What You Have a Right to Expect From the Builder

1.1 Components of Your Home

We warrant that the components of your home will meet the standards for those components set forth in California Civil Code Section 896 for the time periods set forth therein, except fit and finish components which we warrant will meet the standard of quality as measured by acceptable trade practices or applicable industry standards for one year after the warranty commencement date.

1.2 Mechanical Systems

Mechanical systems installed in your home to provide power, water, conditioned air, ventilation, and waste disposal should operate properly and not materially impair the use of the home.

1.3 Reasonable Time

Although things wear out, components in your home should last a reasonable length of time (assuming you give them appropriate 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.

1.4 Common Elements

If your new home is part of a multifamily development, the common elements should be in the same clean and completed condition as your unit. This includes entries, common hallways, and common utility and service areas.

SECTION 2:

What Your Home Has a Right to Expect From You

2.1 Drainage

Your home and lot were designed with a particular drainage pattern, which should carry rainwater and irrigation water 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, shrubs, or grass.

2.2 Concrete Surfaces

Concrete surfaces should be free of salts (for ice), other deicing 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.

2.3 Structural Alterations

Structural alterations to the home must be performed by professionals who understand the load-bearing requirements of the change. One of the reasons that local municipalities require permits for building alterations is to make sure that the structural integrity of the home is maintained.

2.4 Caulking

In many cases, the seal around doors and windows is caulk. This material should be inspected annually and may need to be replaced after one to two years.

2.5 Watering

Water from yard and lawn watering devices should not come in contact with the structure.

2.6 Mechanical Systems

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 on pipes or showerheads because they can break. Some devices must be cleaned periodically (e.g., furnace filters) so they can perform as designed.

2.7 Surface Care

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.

2.8 Care and Maintenance

Instructions for care and maintenance are included with many components of your home, including finished flooring, appliances, and air handling equipment. Following these instructions will extend the life of these components.

2.9 Common Areas

The common areas require the same care and maintenance as your home. Although your homeowner or condo association is generally responsible for maintenance, all residents should strive to keep those areas clean and usable.

New Home Limited Warranty

SECTION 3:

About This Limited Warranty

3.1 New Home Limited Warranty

This Limited Warranty is an express limited warranty provided by the PulteGroup building subsidiary identified in the home purchase agreement ("Builder") to the original purchaser of the home and to all subsequent owners of the home who take title during the applicable warranty coverage periods. Reading this warranty will help you understand our commitment to you and your home. If you have questions about this warranty, please contact us. The contact information for your local Centex office can be found on our website at www.centex.com.

3.2 PulteGroup, Inc.

PulteGroup, Inc. markets its homes under various brand names, such as Pulte Homes, Centex, and Del Webb. Additionally, there are companies other than Pulte Home Company, LLC in the PulteGroup, Inc. group of builders. The terms "we," "our", "us" and "Builder" mean the building subsidiary in the PulteGroup, Inc. group of builders identified as the seller in the home purchase agreement with you.

3.3 Types of Homes Covered

This warranty covers both detached and attached homes, including, but not limited to, condominiums and townhomes. Section 9 addresses the matters that are applicable only to attached homes. The term "home" also includes attached and detached garages. If your home was used as a model home, then the coverage under this warranty may be modified and limited by a separate agreement between the original buyer and us.

3.4 Other Rights

This warranty sets forth our written commitment to you regarding the warranty of your home. As a purchaser of a home, however, you may have legal rights different from and/or in addition to the coverage provided in this warranty.

3.5 Binding Arbitration

THIS WARRANTY CONTAINS BINDING ARBITRATION PROVISIONS IN SECTION 8 CONTROLLED BY THE FEDERAL ARBITRATION ACT ("FAA"). YOU SHOULD READ THOSE PROVISIONS CAREFULLY. THEY REQUIRE THAT DISPUTES BE SUBMITTED TO A NEUTRAL THIRD-PARTY ARBITRATOR INSTEAD OF COURT OR JURY TRIAL. THIS WARRANTY DOES NOT CONSTITUTE AN ENHANCED PROTECTION AGREEMENT UNDER CALIFORNIA CIVIL CODE SECTIONS 901-906 OR ALTERNATIVE NON-ADVERSARIAL CONTRACTUAL PROVISIONS UNDER CALIFORNIA CIVIL CODE SECTION 914.

SECTION 4:

Builder's Responsibilities

4.1 Construction Defect and Other Definitions

(A) Construction defect. The term "construction defect" as used in this warranty means a condition that fails to meet the warranty provided in section 4.2 (A) or 4.2 (B) during the applicable warranty coverage period set forth in that section. However, a construction defect does not include conditions that are caused by a condition or circumstance that is excluded from coverage under this warranty. For example, there is no construction defect if the cause of the defect is the failure to perform maintenance.

(B) Component. The term "component" means an item that was incorporated into the construction of your home by us, other than items specifically excluded by this warranty. The term does not include items added by you or anyone other than us or added to the home after the warranty commencement date, such as improvements to the home or furniture.

(C) Fit and finish component. The term "fit and finish component" means cabinets, mirrors, flooring, interior and exterior walls, countertops, paint and trim.

(D) Warranty commencement date. The term "warranty commencement date" means the date we initially closed the sale of the home to the first buyer, and that date is stated on the Limited Warranty Validation Form. However, for attached homes the building common elements have a different warranty commencement date as specified in section 9.2.

4.2 Warranty and Coverage Periods

(A) Performance Warranty. We warranty that the components of your home will meet the standards for those components set forth in California Civil Code Section 896, except fit and finish components which are governed by section 4.2(B). If a component is not addressed in California Civil Code Section 896 or section 4.2(B), then we warrant that such component will meet the standard set forth in California Civil Code Section 897. We further warrant that the components of your home will meet such standards from the warranty commencement date until such time as an action can no longer be brought under California Civil Code Section 896 for a component's failure to comply with an applicable standard. If no such time is set forth in Section 896 for a component's failure to comply with an applicable standard, then we warrant that the component will meet such applicable standard from the warranty commencement date until such time as an action can no longer be brought under California Civil Code Section 941. The text of California Civil Code Sections 896, 897 and 941 is included with the Master Dispute Resolution Declaration recorded against the home.

(B) Fit and Finish Warranty. We warrant for 1 year after the warranty commencement date that the fit and finish of a fit and finish component will meet the standard of quality as measured by acceptable trade practices or applicable industry standards.

4.3 Performance Standards

The standards set forth in sections 4.2 (A) and 4.2 (B) will be used to determine if a component is performing within an acceptable tolerance.

4.4 Repair Obligations

(A) Repair of a Construction Defect. If a construction defect exists during an applicable warranty coverage period as provided in section 4.2, then we will take action as determined by us to correct the construction defect. Corrective action will be based on the individual circumstances and our judgment. The corrective action may include, but is not limited to, repair, adjustment, or, at our option, replacement of a defective or damaged component.

(B) Repair of other damage. We will also repair or at our option replace any component damaged by a construction defect. We are not, however, obligated to repair or replace any non-damaged component, unless it is a fit and finish component or as otherwise required by California Civil Code Section 896.

(C) Cost of repair. Instead of correcting a construction defect, we may decide at our option to pay you the reasonable cost of same.

(D) Repair materials and appearance. If a corrected component is adjacent to the same type of component, we will use materials similar in quality and appearance, to the extent reasonably available, so that the corrected component is reasonably similar to the adjacent non-damaged component. However, because of product variations, age, dye lots, availability of materials, normal wear and tear, and similar factors, we are not obligated to match materials and finishes exactly.

SECTION 5:

Homeowner's Responsibilities

5.1 Responsibility to Maintain

You must maintain your home to ensure proper performance and to avoid premature deterioration. Maintenance is your responsibility, as this warranty

is not a maintenance contract. You should become familiar with proper maintenance requirements. Your ongoing maintenance responsibilities include, but are not limited to, periodic repainting, resealing of finished surfaces as necessary, caulking, maintenance of mechanical systems, preservation of grading around the home and cleaning of drainage systems to allow for proper drainage of water away from the home. You are responsible for all construction defects and damages caused by the lack of maintenance or by improper maintenance. Such construction defects and related damages are excluded from coverage under this warranty. We will provide a maintenance manual to you, but the failure to provide it to you does not relieve you of your maintenance obligations. You are obligated to maintain your home, including, but not limited to, the maintenance as provided in any maintenance or other manual or materials made available or provided to you, as well as those provided or available to you by product manufacturers or suppliers. You are further obligated to perform all necessary, reasonable and customary maintenance to your home. In circumstances where a homeowners' or property owners' association is responsible for performing certain maintenance, the foregoing maintenance provisions shall also apply to the association with respect to building common elements (see section 9.3(B)), if applicable. However, you are still responsible to make sure the maintenance is performed either by the association or you.

5.2 Responsibility for Proper Use

You are responsible for any improper use of your home, including, but not limited to, unreasonable use, intentional damage, and the use of your home for anything other than a single-family residence.

5.3 Responsibility to Provide Notice - Mitigation of Damages

If you believe your home has a construction defect covered by this warranty, you must give us timely notice in the manner described in section 7. We are not responsible for any damage that occurs because you failed to timely notify us or because you failed to take reasonable action to prevent the damage.

SECTION 6:

Coverage Exclusions and Limitations

6.1 Exclusions - Items Not Covered by This Warranty

The following, and damages caused by the following, are not covered by this warranty, except to the extent required by law (including, without limitation, California Civil Code Section 896).

(A) Utilities. Utility services and equipment that were not installed by us.

(B) Pollutants and Contaminants. Any claim that a component of the home or property under or surrounding the home contains or is releasing any pollutant or contaminant, including, but not limited to, radon, electric magnetic fields, allergens, mold, fungus, spore(s), bacterial, toxic or hazardous chemicals, and waste materials, except to the extent such pollutant or contaminant occurred because of a construction defect that exists during the applicable warranty coverage period.

(C) Homeowners and Property Owners Association Improvements. This warranty does not cover any improvements owned by any homeowners association or property owners association, including, but not limited to, swimming pools, clubhouses, recreational buildings, streets, and sidewalks. For attached homes, building common elements are warranted as provided in section 9.

6.2 Homeowner Responsibility for Certain Other Actions or Events

Any component of the home that fails to comply with the performance standards due to any of the conditions or reasons in this section 6.2 will not be considered a construction defect and,

thus, is excluded from coverage under this warranty, except to the extent required by law (including, without limitation, California Civil Code Section 896). Additionally, we are not responsible for any damages caused by or resulting from such conditions or reasons.

(A) Modifications to Your Home. Any item added or any modifications made to your home by you or anyone other than us or made after the commencement date of this warranty. Modifications include, but are not limited to, improvements, additions and alterations to your home, changes in grading or drainage of the lot, and the use of furnishings or other personal property that overload any component of your home.

(B) Normal Deterioration. Ordinary wear and tear or failure based on the expected useful life of a component.

(C) Damage Caused by Anyone Other Than Us.

(D) Abuse or Excessive Use of a Component.

(E) Acts of Nature or God. Acts of nature or God, including, but not limited to, fire, lightning, excessive rain, ice, snow, hail, floods, earthquakes, mudslides, changes in the underground water table that were not reasonably predictable by us, and high winds (including, but not limited to, gale force winds, hurricanes, tropical storms and tornadoes) and any other excessive type of weather.

(F) Animals. Including, but not limited to, insects, termites, birds, rodents, and other vermin.

(G) Failure to Provide Proper Ventilation. Dampness or condensation due to your failure to provide adequate or proper ventilation.

(H) Failure to maintain proper temperatures (heating and cooling) within your home.

(I) Soil movement and subsidence (including, but not limited to, a landslide) which was not reasonably predictable through reasonable investigation (soil testing or other geological investigation) at the time of constructing the home except to the extent required by law (this exclusion does not apply to any home financed with an FHA or VA loan that is still in effect).

(J) Failure to timely notify us of a construction defect in the manner described in section 5.3.

(K) Failure to timely take action to prevent damage as provided in section 5.3.

6.3 Harmless Deviations

This warranty does not cover any non-conformity with or deviation from plans, specifications, manufacturer's recommendations, or building code requirements except to the extent required by law.

6.4 Consequential Damage

We are not obligated to repair or pay for any other damage — often called "consequential" or "incidental" damage — associated with or resulting from an alleged construction defect. However, we will repair or pay for consequential damages as described in section 4.4(B) and section 7.1 or as required by law (including, without limitation, California Civil Code Section 944). Consequential and incidental damages not covered by this warranty include, but are not limited to, the following:

(A) Temporary Living Expenses, including, but not limited to, shelter, transportation, food, moving, storage, or other expenses; but if we determine it is necessary to temporarily move you out of the home while we perform repairs, we will pay the cost of alternative lodging as provided in section 7.1(D); and

(B) Loss of use, lost profits, lost income, business interruption, mortgage payments, security costs, inconvenience or annoyance.

6.5 Products

(A) Definitions. The term "Consumer Products" means all appliances, pieces of equipment, or other items that are a consumer product for the purposes of the Magnuson-Moss Warranty Act (15 U.S.C. § 2301, et seq.). The term includes, but is not limited to, a refrigerator, freezer, trash compactor, range, oven, kitchen center, dishwasher, oven hood, microwave oven, clothes washer and dryer, air-conditioning system, boiler, heat pump, space heater, furnace, central vacuum system, smoke

detector, fire alarm, humidifier, ice maker, garage-door opener, chimes, water pump, intercom, burglar alarm, whirlpool bath, garbage disposal, grinder, water heater, electronic air cleaner, exhaust fan, thermostat, fire extinguisher, electric meter, gas or electric barbecue grill, water softener, and sump pump. The term "manufactured products" means a product or a component that is completely manufactured off-site. The term "Solar System" means all components of the solar energy system, including, without limitation, the solar panels, electrical inverter, wiring, mounting hardware and other related equipment. The term "Emergency Power Systems" means all components of any standby power generator or other electrical generator, backup battery or other device or power source intended to provide electrical power upon a loss of normal electrical service. The term "Smart Home Components" means all hardware, software and other components of any computer network, data network or telecommunications network within the home, whether wired or wireless, including, without limitation, modems, routers, access points and extenders, and any home automation devices, smart devices, remote controls, connected devices or other components connected to any such network (which include, by way of example, but not limitation, smart thermostats or other climate control devices, lighting controls, garage door controllers, door locks, security or personal cameras, security systems interfaces or controllers, microphones, speakers, smart speakers, voice controls and intelligent personal assistants).

Consumer Products, manufactured products, and if installed in the home, Elevators, Solar Systems, Emergency Power Systems and Smart Home Components are collectively referred to hereunder as "products".

(B) Manufacturers' warranties – assignment of rights. We assign to you the manufacturers' warranties for products in your home.

(C) Exclusion from coverage – except improper installation. Products (including damage to a product or any damage caused by a product (including roof penetrations of the Solar System)) are excluded from coverage under this warranty except to the extent required by law (including, without limitation, California Civil Code Section 896(g)(3)). However, we will be responsible for damage caused by our improper installation of a product or other act by us causing such damage.

(D) Warranty Procedures for Products.

If a product malfunctions or is otherwise defective, you should follow the procedures in the applicable manufacturer's warranty documents. If you need help notifying a manufacturer of a problem, please let us know and we will try to help you.

6.6 Waiver of Any Other Warranties - Exclusive Warranty

TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES REGARDING YOUR HOME AND ANY BUILDING COMMON ELEMENT, INCLUDING BUT NOT LIMITED TO STATUTORY AND IMPLIED WARRANTIES, ARE HEREBY DISCLAIMED BY US AND WAIVED BY YOU. THIS WARRANTY IS SUBSTITUTED IN PLACE OF ALL SUCH WARRANTIES. THIS MEANS THAT THIS WARRANTY IS THE ONLY WARRANTY THAT APPLIES AND GOVERNS YOUR AND OUR RIGHTS AND OBLIGATIONS RELATED TO YOUR HOME AND THAT THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS MAY BE REQUIRED BY LAW.

(A) EXAMPLES OF DISCLAIMED WARRANTIES. EXAMPLES OF WARRANTIES THAT ARE DISCLAIMED BY US AND WAIVED BY YOU INCLUDE, BUT ARE NOT LIMITED TO, ANY STATUTORY WARRANTY, IMPLIED WARRANTY, IMPLIED WARRANTY OF QUALITY OR FITNESS FOR USE OR A PARTICULAR PURPOSE, WARRANTY OF CONSTRUCTION IN A GOOD AND WORKMANLIKE MANNER, AND WARRANTY OF MERCHANTABILITY.

(B) NON-WAIVABLE WARRANTIES. YOU ARE ENTITLED TO (AND NOTHING IN THIS SECTION 6.6 REDUCES) ANY WARRANTY COVERAGE PROVIDED BY LAW THAT MAY NOT BY LAW BE WAIVED, DISCLAIMED, OR REDUCED BY THIS WARRANTY OR SUBSTITUTED WITH THE TERMS OF THIS WARRANTY. IF AN ARBITRATOR OR COURT DETERMINES THAT A WARRANTY CANNOT BE WAIVED, DISCLAIMED,

OR REDUCED BY THIS WARRANTY OR SUBSTITUTED WITH THE TERMS OF THIS WARRANTY BY LAW, THEN THE SPECIFIC TERM IN THIS WARRANTY THAT CONFLICTS WITH THE WARRANTY TERM THAT MAY NOT BE WAIVED, DISCLAIMED, REDUCED OR SUBSTITUTED WILL NOT APPLY, BUT ALL OTHER TERMS OF THIS WARRANTY WILL REMAIN APPLICABLE AND ENFORCEABLE TO THE EXTENT PERMITTED BY LAW.

SECTION 7:

Requesting a Home Repair

7.1 Procedure

If you believe you have a construction defect covered by this warranty, you must take these steps:

(A) Step 1 - Contact Us. Contact us with details of your concerns as soon as possible. Conditions that could cause additional damage, such as water leaks, should be reported immediately. Do not communicate your request to any person that is not our employee, such as a contractor. Please contact our local office and ask to speak with a warranty or customer care representative. If you do not know the contact information for our local office, please visit our website at www.centex.com. Our goal is to promptly respond to all warranty-related requests, so if you do not receive an acknowledgment within a reasonable time, please follow up to make sure your message was not misdirected. Except as otherwise required by law, all claims under this warranty must be received by us no later than 30 days after the expiration of the applicable warranty coverage period. Please note this provision does not extend any warranty coverage period.

(B) Step 2 - Allow Us to Investigate. We will review the information you give us and investigate your concerns. Our investigation may involve sending employees, contractors or consultants to your home to inspect the component or to perform tests or other analysis. If that is necessary, we will need your cooperation, which will often include, but not be limited to, meeting our employees, contractors or consultants at your home during our normal working hours.

(C) Step 3 - Our Response. After investigating, we will inform you whether there is a construction defect covered under this warranty. If there is a covered construction defect, we will repair or at our option replace it as provided in this warranty. Alternatively, instead of correcting the construction defect, we may decide at our option to pay you the cost of correction as provided in section 4.4(C).

(D) Step 4 - Repair Process. We will need access to your home during our normal working hours to perform the repair work. We prefer not to be in your home when you are not there, so we may ask you to be at home when the work is performed. We will start and complete the work as soon as possible during our normal working hours based upon our work schedule and the availability of the contractors and materials required to do the work. Your cooperation and flexibility are needed for us to complete the work promptly. If we determine a permit is required from a governmental authority to perform work under this warranty, then you designate us (Builder) as your authorized agent to obtain any required permit. You agree this warranty provides us with your express written authorization to obtain any such permit as your agent and no further authorization is required. You agree not to cancel any permit obtained by us and that any such cancellation by you will release us from our obligation to perform such work under this warranty.

You agree we may provide your name, address, contact information and other relevant information about you and your home to our contractors, consultants and others in connection with responding to, investigating and resolving your warranty claim.

7.2 Failure to Allow Us to Make Repairs

If you or any occupant of the home (a) deny us access to your home during our normal working hours or otherwise fail to allow us to investigate or repair a reported condition as described above, (b) impede, obstruct or interfere with the efforts of our employees or contractors to investigate or repair, or (c) engage in harassing, abusive, foul, threaten-

ing, offensive or otherwise inappropriate behavior towards our employees or contractors, then we will be relieved from all further obligations under this warranty. We are not responsible for any damage that occurs because you delayed in reporting a condition or failed to allow us to timely investigate and make repairs. Additionally, if you make or pay for repairs without first notifying us of the problem and allowing us to investigate and repair it as required by this warranty, then we will not reimburse you for those repairs.

7.3 Emergency Repairs

If a construction defect creates an emergency condition that requires immediate repairs to protect the safety of occupants of your home or to prevent imminent serious damage to your home, you may make the repairs and we will reimburse you the reasonable cost of those required repairs that would otherwise be covered by this warranty. You are still obligated to give us notice as soon as possible, even in an emergency situation.

SECTION 8:

Resolving Disputes

8.1 Overview

Our preferred method of resolving claims under this warranty is to address them directly with you. That is why we require the procedure described in section 7. If we are unable to resolve your concerns, you have the option of requesting mediation as provided in section 8.2 below. If you elect not to pursue mediation or if mediation does not resolve the dispute, then the dispute must be resolved by binding arbitration as provided in section 8.3.

8.2 Mediation by PWSC

If you are not satisfied with our response to your warranty request, you have the option of requesting mediation of your warranty request by providing written notice to Professional Warranty Service Corporation ("PWSC"). PWSC's contact information is: Professional Warranty Service Corporation, 4795 Meadow Wood Lane, Suite 300, West Chantilly, VA 20151. Confirm the physical address before sending hand-delivered materials by calling 800-850-2799 or visiting www.pwsc.com. Mediation is not arbitration. It is simply the process of a third party trying to help other parties resolve a dispute. If PWSC is unable to successfully mediate your warranty request within 45 days after PWSC's receipt of the mediation request, or at any earlier time that PWSC determines that you and we are at an impasse, PWSC will notify you that your warranty request remains unresolved. At any time you may terminate the mediation process. Your election to mediate a dispute regarding your warranty request does not eliminate your obligation to comply with the pre-litigation procedures set forth in California Civil Code Sections 910-928.

8.3 Arbitration

If a claim relating to this warranty is not resolved, we believe it is best to have a fair and efficient way to resolve that claim. Accordingly, either party must submit any unresolved claim or dispute concerning this warranty, whether based on statute, in tort, contract, or other applicable law, to binding arbitration, except that either party may bring any claim to a small claims court if the claim is within the small claim court's geographic and monetary jurisdiction. Binding arbitration means that we each give up the right to go to court or jury to assert or defend rights (except for matters that may be taken to a small-claims court). That does not mean, however that you give up any claims simply by presenting those claims to an arbitrator. The parties' rights will be determined by a neutral arbitrator and not by a judge or jury. An arbitrator's decision is final and binding, subject to appeal as provided later in this warranty.

THE OBLIGATIONS ESTABLISHED BY SECTIONS 8.3 TO 8.10, INCLUSIVE, TO SUBMIT DISPUTES TO NEUTRAL ARBITRATION ELIMINATE ALL RIGHTS WHICH A PARTY MIGHT POSSESS TO HAVE A DISPUTE LITIGATED IN A COURT OR JURY TRIAL. NO PARTY SHALL HAVE ANY JUDICIAL RIGHTS TO DISCOVERY OR APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN SECTIONS 8.3 TO 8.10, INCLUSIVE. IF A PARTY REFUSES TO SUBMIT TO ARBITRATION, THEY MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE

OF CIVIL PROCEDURE.

8.4 Applicable Law

This warranty, including, but not limited to, the arbitration provision, will be governed by the FAA (see section 3.6) which overrides and preempts certain California state, local or other laws concerning arbitration, including, but not limited to, laws that have the purpose of defeating or restricting arbitration.

8.5 Appointment of Arbitrator

The arbitration will be conducted before an arbitrator appointed by JAMS Mediation, Arbitration, and ADR Services ("JAMS"). If the JAMS declines to arbitrate a dispute, or if the JAMS is not available the parties will jointly agree to an alternative arbitrator or if an agreement cannot be reached, jointly request that a court appoint a new arbitrator whose qualifications, training and experience in construction arbitration is similar to that of a JAMS-trained arbitrator with the qualifications set forth in section 8.7. Any disputes concerning the interpretation, the enforceability, or the unconscionability of this arbitration agreement, including without limitation, its revocability or voidability for any cause, the scope of arbitrable issues, and any defense, including, without limitation, defenses based upon waiver, estoppel or laches, shall be decided solely by the arbitrator.

8.6 Construction Arbitration Rules

The arbitration will proceed in accordance with the JAMS's rules applicable to the dispute and (i) with respect to any portion of the dispute that exceeds Twenty-Five Thousand Dollars ($25,000), the arbitration will proceed in accordance with the JAMS Construction Arbitration Rules and (ii) with respect to any portion of the dispute that seeks Twenty-Five Thousand Dollars ($25,000) or less, the arbitration will proceed in accordance with the JAMS Expedited Construction Arbitration Rules (collectively, "**JAMS Rules**"). If the JAMS Rules have been repealed or replaced at the time the arbitration claim is filed, the JAMS rules then most applicable to residential construction will apply. In any case, we will be allowed to visually inspect and perform testing as to any component claimed to have a construction defect at a mutually convenient date and time. Additionally, you at your cost will be entitled to have your experts and consultants attend such inspections and conduct inspections and testing of your own. No JAMS rule shall apply if it is inconsistent with that right or any other provision of this warranty.

8.7 Neutral, Experienced Arbitrator

The arbitrator appointed pursuant to section 8.5 shall be a neutral, impartial individual who is a retired judge with substantial experience in the type of matter in dispute and with a strong emphasis on the laws governing real estate matters, especially those dealing with residential real estate development and construction, including the Right to Repair Act (Civil Code Section 895 et seq.). The arbitrator shall not have any relationship to the parties to the dispute or any interest in the property or the project in which the property is located. The arbitrator shall be selected in accordance with the JAMS Rules described in section 8.6, but in no event more than 60 days after written submission to arbitrate.

8.8 Joinder of Additional Parties; Class Actions Not Available

(A) Any dispute covered by section 8.3 that involves claims against our parent, subsidiary or affiliated companies or any successor entities or their officers, directors, agents, employees or representatives also will be resolved through binding arbitration as set forth herein. This arbitration agreement inures to the benefit of those parties.

(B) Either party may join as a party to the arbitration any third-party consultant, contractor, supplier, manufacturer, engineer, architect or other design professional that either party believes to be implicated by the dispute between the parties.

(C) CLASS ACTION WAIVER: **BOTH PARTIES AGREE TO ARBITRATE DISPUTES UNDER THE FEDERAL ARBITRATION ACT DUE TO THE MUTUAL ADVANTAGES OF ARBITRATION OVER BRINGING AN ACTION IN COURT TO RESOLVE A DISPUTE; HOWEVER, CLASS ACTION CLAIMS ARE INCONSISTENT WITH ARBITRATION UNDER THE FEDERAL**

ARBITRATION ACT. ARBITRATION OF A CLASS ACTION DESTROYS THE ADVANTAGES OF THE ARBITRATION PROCESS SUCH AS SPEED, EFFICIENCY, AND LOWER COSTS DUE TO THE COMPLEXITIES INVOLVED IN A CLASS ACTION. FOR THESE REASONS, YOU, BY ACCEPTANCE OF FEE TITLE TO THE HOME, WAIVE THE RIGHT TO INSTITUTE OR PARTICIPATE IN A CLASS OR ANY OTHER TYPE OF REPRESENTATIVE ARBITRATION OR ANY TYPE OF LEGAL ACTION AS A MEMBER OR REPRESENTATIVE OF A CLASS FOR ANY MATTER COVERED BY THIS SECTION 8. YOU ACKNOWLEDGE THE ARBITRATOR IS NOT AUTHORIZED TO PERMIT ANY CLASS OR REPRESENTATIVE ARBITRATION.

If any term or provision of this arbitration provision is held to be unenforceable or invalid, the remaining provisions shall be enforced without regard to such unenforceable or invalid term or provision, except that: (a) if the class action waiver is limited, voided or found unenforceable in a proceeding involving the parties with respect to a claim that does not seek public injunctive relief, and that determination becomes final after all appeals have been exhausted, then this arbitration provision (except for this sentence) shall be null and void in its entirety with respect to such proceeding. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (b) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the class action waiver or elsewhere in this arbitration provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim, and that determination becomes final after all appeals have been exhausted, then the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case, the parties will request that the court stay the claim seeking public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

8.9 Arbitration Process

Either party may begin the arbitration process by filing a demand for arbitration with JAMS and serving a copy of the demand on the other party. To the extent not inconsistent with the Federal Arbitration Act, all of the provisions of this paragraph are subject to the general qualification that California laws, requirements and rules, including, but not limited to, state filing limitations (such as statute of limitations and statutes of repose), may affect how and when arbitration may be initiated and administered. The following is a brief description of the steps to initiate arbitration and the arbitration process:

(A) Step 1 - Filing a request. The party initiating arbitration must notify JAMS in writing of the request for arbitration under the terms of this warranty. If we initiate arbitration, we will pay JAMS's filing fee and any other administrative fee or cost charged by JAMS to initiate the arbitration. If you initiate arbitration, you will pay the lesser of one-half of those costs and fees or the amount provided by the JAMS Rules and we will pay the other half or remainder. Any other costs or fees shall be paid in accordance with the JAMS Rules. Except as otherwise required by law, your arbitration request must be received by JAMS no later than 90 days after the expiration of the applicable warranty coverage period. Please note this provision does not extend the warranty coverage period. Under no circumstances, however, shall you be required in any consumer arbitration to pay our share of fees and costs (including, but not limited to, the fees and costs of the arbitrator, the provider organization or our attorney or witnesses).

(B) Step 2 - Hearing. The arbitration will be held at a location agreed to by the parties, usually in the metropolitan area where the home is located. The hearing typically will be scheduled by the arbitrator or the arbitration organization at a time mutually agreeable to all parties. At the hearing, the arbitrator will hear and consider evidence presented by all parties. If a party timely notifies JAMS of a request for a record of the hearing prior to the earlier of the hearing date or the date in the JAMS Rules, if specified, the arbitrator will preserve all evidence presented at the arbitration. Oral evidence will be preserved in a manner that it can be converted into a written transcript. The costs

of the record will be paid by the party requesting the record or shared equally among the parties requesting a copy.

(C) Step 3 - Award. The arbitrator's award will decide whether there is a construction defect covered by this warranty and, if requested by a party, the scope and manner of correction. The arbitrator's award shall (i) be consistent with this warranty, (ii) be based on applicable California law, except to the extent the FAA overrides and preempts California state, local or other law, and (iii) include findings of fact and conclusions of law. If permitted by the JAMS Rules, either party may request a written explanation of the award. Each party shall bear its own attorneys' fees and costs (including without limitation the costs and fees of any expert witnesses) in the arbitration, any confirmation proceeding and any appeal. Arbitrator compensation, expenses and administrative fees (which include filing and hearing fees) shall not be subject to reallocation.

(i) Right to appeal award. To the extent provided under California law (i.e., grounds for appeal of a judgment under California law), each party has the right to appeal the arbitrator's award to JAMS by filing a written notice with JAMS (with a copy to the other party) within 30 days after the date of the arbitrator's award. The party appealing the award shall pay the fees necessary to initiate the appeal. If both sides appeal, the fees shall be split 50/50. The notice of appeal must include the specific items the party seeks to change in the award and the supporting facts and law. The appeal will be heard by a panel of three arbitrators from JAMS. The appeal will be conducted in accordance with the applicable rules of JAMS and provisions of this warranty as if the claim was being initially filed with JAMS, except that: (1) the only issues to be determined on appeal are the issues described in the notice of appeal and any issues raised by the non-appealing party in response to the issues in the notice of appeal, (2) the arbitrators' award on appeal will be final, binding and non-appealable, and (3) no new evidence will be accepted or considered by the arbitrators.

(ii) Award final. The award of the arbitrator will be final, subject to appeal as provided above. If a notice of appeal from the initial hearing is not received by JAMS within 30 days after the date of the initial award, then the initial award will be final. Once the award is final, it will be binding on and enforceable against all parties, except as modified, corrected, or vacated according to the applicable arbitration rules and procedures or to the extent not inconsistent with the FAA or California law. Either party may present the final award to any court having jurisdiction over the dispute to enter that award as a judgment of the court.

(D) Step 4 - Repairs. Unless designated otherwise in the award (and unless appealed), we may, within 10 days after a final award, elect to either perform the correction awarded by the arbitrator or pay you the reasonable cost of such correction. If we elect to perform a correction under an award, we will complete the correction within 60 days after a final award or within such reasonable time as may be specified by the arbitrator. If the correction cannot reasonably be completed in that time, the arbitrator must grant reasonable additional time to make the correction. If you believe that the correction was not performed satisfactorily or in a timely manner consistent with the arbitration award, you may have these issues determined in a later arbitration. If the cost of correction is not specified in the award and we elect to pay you the reasonable cost of the correction, you may have the amount of that payment reviewed in a later arbitration.

8.10 Expenses

Each party shall bear its own attorney's fees and other expenses incurred in connection with arbitration. The arbitrator shall not award attorneys' fees to any party and the parties shall each be solely responsible for their own attorneys' fees. However, if a party files a court action in violation of this section 8 and the other party is required to compel arbitration by filing a motion with the court, the court shall award the moving party its court costs and reasonable attorneys' fees incurred in connection with the motion. Nothing herein shall

be construed to modify or abrogate any duty to defend and/or indemnify a third party pursuant to the terms of a contract between any such parties. Either party may serve an offer to compromise pursuant to California Code of Civil Procedure Section 998. If a California Code of Civil Procedure Section 998 offer had been made, the arbitrator shall determine the amount of costs to award to the prevailing party pursuant to California Code of Civil Procedure Section 998

SECTION 9:

Attached Homes and Common Elements

9.1 Scope of Warranty For Attached Homes

For homes that are physically attached to other homes, this warranty includes coverage for both the portion of the home owned exclusively by you and the attached building common elements. Building common elements are those elements and property that (1) are part of the building or structure in which the home is located, and (2) either owned in common by all of the owners in the building or owned, insured or maintained by an owners association. Building common elements may, but do not always, include items such as walls, foundations, and roofs. However, building common elements do not include items such as clubhouses, exterior walkways, streets, swimming pools and recreational buildings.

9.2 Warranty Coverage Period Commencement Date for Building Common Elements

Unless otherwise required by law, the warranty coverage period commencement date for building common elements will begin on the date title to the first home in the building is transferred to the first homeowner in that building and end on the expiration date of the applicable warranty coverage period for such home.

9.3 Filing a Warranty Claim

(A) Component - Other Than Building Common Element. You may make a warranty claim for construction defects only with respect to components of your home that are owned exclusively by you and not maintained or insured by the owners association.

(B) Building Common Elements.

Unless otherwise required by law, claims that a building common element has a construction defect may be made by the owners association or all other persons or entities that collectively own the building common element and may not be made by an individual homeowner. Although you may contact us to report a construction defect, this does not change the fact that the owner's association (through its board of directors or a validly elected or authorized officer) or all such collective owners of the building common element, as the case may be, is the only party which may submit, process or settle claims related to building common elements.

SECTION 10:

General Information

10.1 Insured Warranty

Our obligations under this warranty are backed by insurance coverage from a member company of the Zurich-American Insurance Group ("Insurer") where such coverage is required by the VA or other lending regulations, or other applicable laws or regulations requiring or regulating new home insured warranties. In those circumstances only, if we do not or are unable to meet our obligations under this warranty and the warranty claim must be resolved by the Insurer, 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: (i) the contract price of the home; (ii) the reasonable cost of that part of the home damaged for like construction and use on the same premises; and (iii) 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, the Builder or the Insurer under this warranty.

(C) Actions taken to cure defects will not extend the period of coverage specified in this warranty.

(D) When the Insurer finishes repairing or replacing or pays the Homeowner the actual cost for repairing or replacing, a condition the subject of a claim under this warranty, the Homeowner must execute a full and unconditional release of all of 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 obligations are in excess of coverage provided under other warranties or insurance, whether collectible 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 warranty will be resolved by binding arbitration. The process for such arbitration will be conducted in the same manner as outlined in section 8 of this warranty.

10.2 Modifications

This warranty cannot be modified except in writing signed by our authorized officer.

10.3 Force Majeure (Delaying Events)

The performance of our obligations under this warranty may be delayed by events beyond our reasonable control, including, but not limited to, adverse weather, acts of nature, strikes, material shortages, acts of government, or third parties not within our control, and your failure to cooperate. After the delaying event ends, we will resume and continue our performance obligations. Any delay resulting from a force majeure event will result in an extension of the time for us to perform our obligations equal to the number of days the event lasted. However, any extension of time for us to perform due to a force majeure event does not extend the warranty coverage period

10.4 No Warranty Extension

Investigations, repairs, replacements and other actions taken by us with respect to your home will not extend the warranty coverage period or any other limitations period within which you must bring a claim.

10.5 Transfer of Warranty to Subsequent Owners

This warranty is provided to the original owner of the home and it automatically transfers to the subsequent owner upon the transfer of title to the home. However, the transfer of this warranty does not extend the warranty coverage period. You agree to provide a copy of this warranty and the Home Care Guide to the subsequent owner who purchases the home from you. Each subsequent owner will be bound by (1) all terms of this warranty, including, but not limited to, those regarding arbitration; and (2) every act or failure to act by any past owner to the extent that the act or failure to act affects this warranty or the rights and obligations of either party.

10.6 Additional Documents

The performance standards are incorporated into

this warranty by reference. The terms of this warranty will control and govern over the terms of the performance standards.

10.7 Severability

If any provision of this warranty is held to be illegal, invalid, or unenforceable under present or future laws, that provision will be fully severable. This warranty will then be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of it, and the remainder of this warranty will be enforced to the greatest extent permitted by law.

Notes

Notes

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