

PATRICK MALLOY
COMMUNITIES

L I M I T E D
W A R R A N T Y
M A N U A L

LIMITED WARRANTY

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Dear Home Buyer,

Congratulations on the purchase of your new home!

*A home is one of the largest purchases that most people ever make. You've chosen a home built by a leading home builder, Patrick Malloy Communities. Your new home purchase includes a Limited Warranty, which gives you added assurance that your investment is well protected. This book explains the Limited Warranty in its entirety, and we encourage you to please take the time to **READ IT CAREFULLY**.*

***This Limited Warranty provides you with protection, in accordance with this warranty book, for ten full years of home ownership.** During the first two years for single family homes, one year for townhomes, Patrick Malloy Communities is responsible for many specified warranty obligations. For the remaining eight years for single family homes, nine years for townhomes, your Warranty applies to Major Structural Defects as will be defined in this book.*

It has been our pleasure serving you and constructing your new home. We are confident that you will enjoy your home as much as we have enjoyed building it.

Sincerely,

Patrick Malloy Communities

LIMITED WARRANTY GUIDELINES

Patrick Malloy Communities is providing you this Limited Warranty in order to offer you a reasonable service for correcting defective materials or workmanship. While we feel that we delivered to you an excellent home, we are realistic enough to recognize that some items in the home may require follow-up work. Our limited warranty spells out the services we provide in this regard.

This manual contains a great deal of information and will answer many of your questions. After your purchase, this manual will be a useful reference and your guide to our warranty service.

Please understand this is not a maintenance agreement. All homes require maintenance and upkeep. The maintenance and upkeep is the responsibility of the homeowner, and failure to perform such, may void portions of your warranty.

During the First 30 Days: If you have any questions or concerns with your home, please contact the warranty department at warranty@pmcommunities.com or (770) 319-5255.

After the First 30 Days: Please fill out the enclosed Warranty Request Form and fax it to the Warranty Department at (770) 832-9750 or you may e-mail your list from our website www.pmcommunities.com. This form will notify the Warranty Department to schedule a visit to take care of “settling” issues that often take place within the first 30 days after move-in. Please note that sheetrock, stress cracks and other cosmetic issues will be addressed on your 11 month inspection appointment.

11 Months: If you have any questions or concerns within 11 months after move in, please fill out the enclosed Warranty Request Form and fax it to the Warranty Department at (770) 832-9750 or you may e-mail your list from our website www.pmcommunities.com. A representative from our Warranty Department will contact you to schedule an 11 month inspection appointment.

Your Limited Warranty entitles you to 2 non-emergency warranty services, typically at 30 days and 11 months. Please group all non-emergency requests accordingly.

IMPORTANT CONDITIONS APPLICABLE TO YOUR PATRICK MALLOY COMMUNITIES WARRANTY

Your coverage of the items specified in this Limited Warranty begins with the date of your closing.

Actions taken to correct defects will **NOT** extend the periods of specified coverage in this Limited Warranty.

This builders warranty applies to **original purchaser(s) only**. Service requests and service work shall only be taken from and honored/performed for the original purchaser(s) only.

Should the purchaser(s) choose to lease/rent said property and not maintain said property as his/her primary residence, the aforementioned Limited Warranty shall become null and void.

TIME LIMITATIONS FOR WARRANTED ITEMS

SINGLE FAMILY HOMES

First Year

Patrick Malloy Communities warrants that the construction of the home will conform to the tolerances for materials and workmanship, as defined by the Performance Guidelines, for a period of one year after the closing date.

Patrick Malloy Communities warrants the plumbing, electrical, heating, ventilating, air conditioning and as defined by the Performance Guidelines, for a period of one year after the closing date.

First Two Years

Patrick Malloy Communities warrants the plumbing, electrical, heating, ventilating, air conditioning and as defined by the Performance Guidelines, for a period of two years after the closing date.

First Ten Years

Patrick Malloy Communities warrants your home from defects of certain major structural components as is described in the following sections.

TOWNHOMES

First Year

Patrick Malloy Communities warrants that the construction of the home will conform to the tolerances for materials and workmanship, as defined by the Performance Guidelines, for a period of one year after the closing date.

Patrick Malloy Communities warrants the plumbing, electrical, heating, ventilating, air conditioning and as defined by the Performance Guidelines, for a period of one year after the closing date.

First Ten Years

Patrick Malloy Communities warrants your home from defects of certain major structural components as is described in the following sections.

The Patrick Malloy Communities Limited Warranty will terminate automatically when any one of the following events occurs:

- You sell your home
- You rent or lease your home
- The warranty expires on a specific item
- You exhibit offensive behavior and/or language

CATEGORIES NOT COVERED BY THIS WARRANTY

This section identifies categories **not** covered by this Limited Warranty. Generally, these exclusions are problems which do not occur in the structural components of the home. It may be problems caused by factors beyond our control, items that are relatively minor and common in most homes, or items that should be included in the Homeowners own reasonable maintenance and repair program.

Owners Repair or Alterations

Patrick Malloy Communities is **not** responsible for repairing any part of the home, structural or otherwise, that has been modified or added to in any way by you, your employees, or agents. This includes, but is not limited to, damage done by your own repair attempts.

Ordinary Wear & Tear

Patrick Malloy Communities does **not** repair damages to your home that occur due to ordinary wear and tear.

Major Catastrophes

Patrick Malloy Communities is **not** responsible for casualties normally covered under standard homeowner's insurance: major natural catastrophes such as acts of God; hurricane; tornado; lightning strikes; fire; underground water springs; explosion; floods; high winds or earthquakes.

Normal Maintenance

Patrick Malloy Communities does **not** repair damage caused by failure to properly maintain your home. If Patrick Malloy Communities performs any normal maintenance task based upon a request made during the pre-occupancy walk-through inspection, we will not perform the same or similar task again.

Abusive Use

Patrick Malloy Communities will **not** repair any damage caused either by abuse of your home or by use of the home in a manner for which it is not intended. This warranty shall be null and void with regard to defects resulting from the negligence of the Homeowner to keep and maintain the home in good condition and repair at all times during the warranty period.

Hairline Cracks

Patrick Malloy Communities is **not** responsible for repairing hairline cracks in stucco, concrete, plaster drywall, masonry, ceramic tile, or other rigid materials in the interior and exterior walls, driveways, basement floor, and garage floors. Such cracks are inherent characteristics of these materials which cannot be controlled and are therefore excluded from coverage under this warranty.

Rental or Investment Properties

This Limited Warranty does **not** apply to rental or investment properties.

HOW TO MAKE AN EMERGENCY SERVICE REQUEST

An emergency is defined as one that would constitute a safety hazard to you and your family, or a situation that would cause further damage to your home. The following are considered emergencies:

TOTAL loss of electricity. Call the power company.

TOTAL loss of heat (temperatures below 50*). Call the number on your thermostat.

TOTAL loss of air conditioning (temperatures above 90*). Call the number on your thermostat.

TOTAL plumbing blockage (within 10 days of closing).

Plumbing leak that requires entire water supply to be shut off.

Gas leak - Call the gas company immediately.

Any situation that endangers the occupants of the home.

Please contact the Warranty Department for ALL emergencies during normal business hours.

Defects of an emergency nature, where damage will be worsened if prompt action is not taken, may be reported to Patrick Malloy Communities.

Normal Business Hours: (Monday Through Friday 8AM to 5PM)

Contact PMC Warranty Dept at warranty@pmcommunities.com or (770) 319-5255

After Hours Weekends/Holidays:

Call Patrick Malloy Communities Warranty **Pager at (770) 816-4830**. Please enter your phone number and your call will be returned promptly.

In order to provide better service, please call the Patrick Malloy Communities warranty pager to report ALL after hours emergencies.

***Please note: Any loss of AIR CONDITIONING or HEATING must be reported directly to the HVAC contractor. Their name and phone number are located on the thermostat or the emergency label on your Electrical Panel Box.**

Important Notice

Patrick Malloy Communities will not be responsible nor offer reimbursement for service work performed by anyone other than the original vendor of record without prior approval. If an unauthorized vendor or contractor is used for repairs, the homeowner will be solely responsible for both quality of work performed and any costs incurred.

Additionally, please note that any repair performed by an independent or unauthorized contractor may serve to void the remaining warranty coverage on the item(s) being addressed.

HOW TO REQUEST WARRANTY SERVICE

If your home has an item that needs attention, notify us in writing on an enclosed Warranty Service Request Form and mail or fax it to the Warranty Department. All Warranty Service Requests must be submitted in writing and received by the Warranty Department prior to the warranty expiration date.

Please be sure to confirm the following:

Check the warranty manual to determine if the item is covered during your warranty period.

Read the appropriate chapter in your warranty manual that pertains to that item.

Determine if the problem is a homeowner maintenance or warrantable issue.

1. If it is a homeowner maintenance issue, follow the maintenance suggestions in this warranty manual.
2. If it is a warranty responsibility, **follow the specific instructions** on the Warranty Service Request Form.

Your Limited Warranty entitles you to 2 non-emergency warranty services, typically at 30 days and 11 months. **Please group all non-emergency requests accordingly.**

Upon receiving your Warranty Service Request, you will be contacted by a Warranty Representative to schedule an inspection appointment. During the Warranty inspection, you and the Warranty Representative will create a list of warranted items, and then a date will be scheduled to complete the list. All warranty work will be performed between 8:00am and 5:00pm on weekdays. The Homeowner or someone over the age of 18 must be present when warranty services are performed. A signature to approve warranty services that have been completed will be required.

Important Notice

Patrick Malloy Communities will not be responsible nor offer reimbursement for service work performed by anyone other than the original vendor of record without prior approval. If an unauthorized vendor or contractor is used for repairs, the homeowner will be solely responsible for both quality of work performed and any costs incurred. Additionally, please note that any repair performed by an independent or unauthorized contractor may serve to void the remaining warranty coverage on the item(s) being addressed.

APPLIANCES

Kitchen Appliance Warranties are carried solely by the appliance manufacturer, **not** Patrick Malloy Communities. Please refer to the appliance literature for warranty guidelines and customer service numbers. Be prepared to give the model and serial numbers of the appliance and your closing date.

Please fill out the Manufacturer's warranty cards and return them as soon as possible. Failure to return the cards in a timely manner may void the manufacturer's warranty.

Closing Date _____

Appliance	Manufacturer	Model #	Serial #	Customer Service #
Range				
Oven				
Microwave				
Dishwasher				
Disposal				

ATTICS

Insulation and ventilation have been installed in the attic according to the proper building codes. Attic vents will not leak under normal weather conditions; although wind driven rain can infiltrate through vents. This is not considered a deficiency. If leaks occur under normal conditions, Patrick Malloy Communities will make repairs as necessary to meet the required standard.

The attic space is built with engineered roof systems and is not intended to be used as a storage space. Generally, for safety and ventilation reasons, it is best that you do **not** use your attic for storage. Attic temperatures can exceed 120* F in summer months. Access to the attic is provided mainly for the purpose of maintenance.

Attics - Homeowner Maintenance

Periodically check attic vents. If they are loose or have fallen out, replace them immediately to keep out insects and wildlife.

Annually check the caulking around vent pipes, ventilators and any fan units, and seal these places as needed, also check roof ventilators for proper operation.

Attics should be inspected seasonally to ensure that the insulation is in place with no bare areas.

CABINETS AND COUNTERTOPS

Wood is a natural product. All cabinets and bathroom vanities in your new home are affected by changes in temperature and humidity. Whether they are factory-finished or finished on site, your wood cabinets will experience changes in moisture content. They will contract or expand as the temperature changes.

Wood textures, graining & colors may vary.
All wood finishes exhibit change over time.
Wood is affected by seasonal change.

During your Orientation, you will have the opportunity to verify that your cabinets and countertops are installed correctly and are free of imperfections. Take the time to thoroughly inspect them, as cosmetic imperfections on cabinets or countertops are not covered by the warranty after your home is occupied.

Warpage in cabinet doors and drawer faces are warranted by exceeding the following measurements: 1/4 inch, measured from the front of the drawer frame to the point of furthest warpage point, with the door or drawer closed.

Cabinets and Countertops - Homeowner Maintenance

Although each type of countertop has special care instructions, some basic care guidelines apply to all types:

Neither abrasive nor acidic cleaners should ever be used on these surfaces.

Never scrub countertops with steel wool or cleaning pads that contain steel wool. Both heavy cleaners and steel wool cleaning pads can cause permanent damage to your countertops.

Always use a cutting board. Permanent damage to countertops can be caused by cutting directly on their surfaces.

Never allow burning or extremely hot items to come into contact with countertops. Always use trivets or lined pads.

CAULKING

Caulking is designed for two purposes, to keep air and moisture from entering home and to smooth transition from trim to trim and trim to wall. While Patrick Malloy Communities applies the initial caulking to your new home, you are responsible for maintaining the proper caulking for the life of your home.

Time and weather cause caulking to shrink and dry so that it no longer provides a good seal. Caulking will protect your home against dust, dirt and insects and will also significantly reduce your heating and cooling costs by reducing air leakage. Failure to maintain caulking and any damage resulting from deteriorated caulk is not covered under the Patrick Malloy Communities Warranty.

Caulking - Homeowner Maintenance

Regularly check both the **exterior** and **interior** of your home for any places that may need to be re-caulked. Generally, wherever two different building materials meet, an opening may occur that needs to be caulked periodically. Fill them as soon as possible with the appropriate caulking.

It is recommended that you re-caulk any areas that are cracking due to shrinkage, especially bathrooms and kitchens.

Periodically check the caulk of the exterior portion of the home (around windows, doors etc.) and re-caulk as needed.

CONCRETE

Concrete is used in the construction of your foundation, foundation walls, garage and basement floors, patios and stoops, driveways, porches and sidewalks. Basement walls are coated with a waterproofing material, but no foundation is completely waterproof. Due to the nature of this material which consists of a mixture of aggregate (stone or sand), and water and cement it will crack, flake and chip. Concrete is a porous material that expands and contracts with temperature changes. Shrinkage is part of the normal curing process which may take several months to complete. During this time, hairline cracks may develop. Such cracks are normal and do not affect the structural integrity or performance of the foundation. **They are not defects.**

Because of its porous properties, concrete will absorb petroleum-based products (i.e. motor oil), solvents, and paints.

Efflorescence, a powdery substance that forms on the surface of rock is normal. No corrective action is provided for this condition.

Interior Concrete

Slabs:

Concrete slabs (basement slabs included), within the structure are designed to move at expansion and contraction joints. Interior concretes are warranted only for cracks exceeding 3/16" in width and 3/16" in vertical displacement. If the slab is in a conditioned space, these cracks shall be repaired as necessary to meet the standard. If cracking and movement are within the warranted standard, no action will be taken.

Due to the amount of water in concrete, basements may be damp. Condensation can form on water lines and drip onto the floor. Dampness may be expected and is a homeowner responsibility.

Foundation walls:

Cracks in foundation walls are not uncommon. Cracks that exceed 3/16" inch are considered to be excessive and Patrick Malloy Communities will make repairs necessary to meet the standard. Surface patching is an acceptable for non-structural cracks.

If you decide to make additions to your basement, obtain guidelines from a licensed engineer, obtain a building permit, and comply with all codes and safety requirements. Patrick Malloy Communities does not warrant that you will be able to obtain a building permit due to the possibility that building codes may change.

Exterior Concrete

Foundation walls:

Non-structural cracks (other than expansion or control joints), are not unusual in concrete foundation walls. Patrick Malloy Communities will repair non-structural cracks in excess of 1/8 inch by surface patching. These repairs should be made toward the end of the first year warranty period.

Driveway, sidewalk, patio:

Cracks in flatwork may result from temperature changes that cause expansion and contraction. These exterior concretes are warranted only for cracks exceeding 1/4" in width and 1/4" in displacement. These surfaces shall not disintegrate under normal use and weathering. **Patrick Malloy Communities Warranty does not recognize damage due to chemicals, salt or any other ice melting products.**

Concrete - Homeowner Maintenance

Repair exterior cracks in a timely manner with a waterproof concrete caulk to prevent further cracking and soil erosion under concrete. The caulk may not be a perfect match with your concrete.

Avoid planting landscaping within five (5) feet of the foundation, and do not edge your gardens with materials that will dam water around the foundation. Water should be allowed to drain away for concrete surfaces and foundations without ponding.

A dehumidifier is recommended for unfinished basements to control dampness.

CONDENSATION

Condensation is caused from high humidity in the home and is solely the responsibility of the homeowner to control the relative humidity in the home. Condensation results from a family's lifestyle; showers, dishwashers, cooking, humidifiers and clothes dryers are just a few of the causes of high humidity. Condensation also occurs during winter months when the indoor air is warmer than outside air due to the heating and is not a defect of the windows. This Limited Warranty excludes condensation.

Condensation - Homeowner Maintenance

Control humidity levels within the home.

When condensation is noticed water will collect on the window seals and jambs, dry these areas as soon as possible to avoid causing damage to these areas.

Running the exhaust fans can help control condensation.

DECKS

Decks are excluded from this Limited Warranty.

The maintenance of your deck is solely a homeowner responsibility. Your deck was built with pressure-treated lumber to meet all local codes that apply. Pressure treated means that the lumber is processed to force preservatives deep into the fibers of the board, to help it resist decay and termites. Cracks, bowing and twisting are all normal characteristics of treated lumber.

Deck - Homeowner Maintenance

Even though pressure treated, your deck will require periodic maintenance:

To prolong the life of the wood seal your deck with a waterproof sealant. Check with a professional to determine which waterproof sealant will work best. Experts recommend that you wait a few months to allow the lumber to cure. It is best to seal your deck in early spring.

Nails and/or screws may work loose and require routine maintenance.

Periodically check all support posts steps, railings are securely fastened. Deck railings are not designed for sitting.

Keep excessive weight off your deck and side rails. Do not put children's swimming pools or hot tubs on your deck without proper reinforcement.

DOORS

Interior Doors

The interior doors in your home, with the exception of the door to garage, are wood products and are subject to shrinkage and warpage. Because of natural fluctuations of humidity within the home, interior doors may require minor adjustments. Interior doors should open and close smoothly with little resistance. Interior doors should not warp to the point where they become inoperable and should not warp to exceed 1/4" measured from top to bottom corners. Patrick Malloy Communities will take measures to correct these warrantable items.

Exterior Doors

Exterior doors can become out of adjustment as the house settles. Patrick Malloy Communities will verify that doors operate normally and make adjustments as needed on your 11 month Warranty Walk-Through. Exterior doors are designed not to leak under normal weather conditions, but can leak in wind driven or heavy rains.

Garage Doors

Garage doors should operate properly and smoothly. Garage doors are not designed to seal completely because a garage is an unconditioned area of the home. You will notice some light coming in around the door, this is **not** a defect.

Doors - Homeowner Maintenance

Lubricate hinges, bi-fold door tracks and pocket doors to insure smooth operation.

Door tracks should be kept free of dirt and debris to prevent sticking.

Check the weather stripping on all four edges of exterior doors to insure it is in place and working properly.

Please follow manufacturer instructions for garage door maintenance.

Caulk and paint doors as needed.

DRYWALL

Drywall (or sheetrock), covers all interior ceilings and walls and should form a continuous, relatively smooth surface. However, some drywall imperfections are normal and unavoidable. Cosmetic issues are not covered under this Limited Warranty. Flaws or imperfections that are not readily visible from a distance of 6 feet or more under normal lighting conditions are not covered.

As heating and cooling acclimatize your home, the wood members shrink and deflect. This causes a slight cracking, nail pops and visible seams. This is normal. Repairs should be deferred until the house has time to settle and dry, which is typically 1 year.

As a *one-time* courtesy, Patrick Malloy Communities will touch up drywall shrinkage cracks and nail pops at your 11 Month Warranty Walk-Through. After the drywall repairs, a paint touch-up will be made using the original paint color. Patrick Malloy Communities is not responsible for paint mismatch, nor custom colors or wallpaper applied after closing.

Should you decide to custom paint, wall paper or apply any other wall-covering to the drywall during your one-year workmanship and materials warranty period, you will void the drywall portion of this Limited Warranty.

Drywall - Homeowner Maintenance

Minor dents, nicks, depressions or holes should be filled with joint compound or spackling, sanded smooth and touched up with paint. Larger repairs may require cutting out the damaged area and replacing it with a new piece of drywall. For such repairs, we recommend that you use a drywall professional.

Moisture may cause drywall joints to separate. Prevent excessive amounts of moisture from coming in contact with drywall. Leaks should be dealt with immediately.

To repair moisture damaged drywall, it must be completely dry. Re-nail any areas that have loosened.

ELECTRICAL

The electrical system should be capable of carrying the designated load for normal residential use to your electrical box. If any connection, outlet, switch, circuit breaker (to include GFCI) or fixture installed by Patrick Malloy Communities does not work properly, Patrick Malloy Communities will repair or replace it during the first 2 years for single family homes, first year for townhomes. The decision to repair or replace shall be made by Patrick Malloy Communities. Should any wiring be found incapable of carrying its designated electrical load, Patrick Malloy Communities will repair or replace it during the first two years for single family homes, the first year for townhomes.

If you wish to make any changes to your electrical system, contact the electrician listed on the “Emergency Number” sticker located on your breaker panel. If you choose to use a different electrician, you will void the electrical portion of this Limited Warranty.

A slight dimming of the lights can occur for an instant when your furnace or air conditioner starts. This is normal and not an electrical problem. The furnace/air conditioner pulls a large amount of electricity the moment it starts up, then the electrical current flow returns to normal

GFCI-Ground-Fault Circuit-Interrupters

Ground-fault circuit-interrupters are installed to meet the local codes. These outlets are designed to trip with relative ease to avoid danger of shock. These are installed in the kitchen, bathrooms, outside the home or any water outlet which is within six feet of the electrical outlet. Common causes of GFCI tripping are having too many high amp appliances on the same circuit at the same time. Examples are any thing that produces heat, hair dryers, curling irons etc. Patrick Malloy Communities is not responsible for GFCI tripping unless it is caused from improper installation. Do not plug a refrigerator or freezer into a GFCI-controlled outlet. It is very likely the contents could be ruined and this Limited Warranty does not cover such damage. Heavy appliances and some power tools may pull excessive amperage and will cause the GFCI breaker to trip. By code, your garage outlet must be GFCI controlled. If you need a freezer outlet in the garage, an electrician can install a “dedicated circuit” at an additional charge.

Electrical - Homeowner Maintenance

Know the location of the breaker panel; it includes a main shut-off to control the electrical power to the home. There are also individual breakers connected to major appliances and outlets. If you experience a power failure, check the breakers in your panel box.

The main circuit breaker cuts off the electrical system to the entire house. When working on anything electrical, always make sure to shut off electricity to your home at the master switch.

Underground cables are generally buried deep enough that digging will not affect them. However, the State of Georgia requires that you call the **Utility Protection Center at (800) 282-7411; Emergency or After Hours (800) 252-1133** before you begin any digging in your yard. If an outlet is not working, first check if a wall switch or GFCI controls it. Next check the breaker.

FIREPLACE

Your Patrick Malloy Communities builder will start up your fireplace at your new home orientation. Thereafter, follow all manufactures instructions and warranty information.

Fireplaces are not intended to be the sole heat source in the home. About 10 percent of the heat produced by a fire is emitted into the house.

Hairline shrinkage cracks are normal in masonry. Patrick Malloy Communities will repair cracks that exceed 1/8 inch in width during the first year. Acceptable repair consists of pointing or patching. Although the mortar color will be matched as closely as possible, there may be some variation.

Masonry may have chips, irregular surfaces, and color variations, which occur during manufacturing, shipping or handling. Unless such conditions affect the structural integrity of the home, no repair is provided.

Cracks in the firebox liners that are the result of burning too large a fire are not covered under this Limited Warranty.

This Limited Warranty does not cover water infiltration through the chimney if caused by unusually heavy or prolonged precipitation, especially if caused by high winds.

Fireplace - Homeowner Maintenance

Never burn trash, pressure treated lumber or large quantities of paper in your fireplace.

It is recommended that a carbon monoxide detector be installed in any home with combustion appliances or fireplaces.

Check periodically for any foliage that may have become too close to the chimney and could hinder airflow. Keep fallen leaves and pine needles cleaned from the roof around chimney. A spark from the fireplace could start a fire.

Close the damper when not in use. An open damper is the equivalent to having an open window in the house.

Hire a qualified chimney sweep for occasional cleaning.

FLOOR-COVERINGS

SUB-FLOOR

The sub floor has been glued, nailed and screwed to prevent the plywood from squeaking and becoming loose. Sub flooring that becomes loose delaminates or squeaks are considered homeowner maintenance items and are not covered under this limited warranty.

CARPETING

Carpeting is warranted for one year against defects in material and workmanship. During your orientation, we will confirm that your carpet is in acceptable condition.

If it becomes necessary for Patrick Malloy Communities to repair or replace carpet our procedure is as follows:

Wherever possible, the industry standard repair procedure is to repair small defects with material taken from a secluded area like a closet. We will replace the carpet in the closet. The reason is due to the normal variation in dye lots. We cannot guarantee that the replacement carpet of the same color will match perfectly. Due to changes in product and dye lots, neither Patrick Malloy Communities nor its flooring contractor can be held responsible for discontinued colors or variations between dye lots.

Efforts are made to limit the number of seams and to place the seams as unobtrusively as possible. However, since carpet usually comes in 12 foot widths, seaming is unavoidable. Seams are never more noticeable than when first installed. Usually with time, use, and vacuuming the seams become less visible. After the initial installation of new carpet, you may notice excess yarn on the carpet surface. This is normal and will subside after repeated vacuuming within a few months.

Carpeting - Homeowner Maintenance

Vacuum twice each week lightly and once a week thoroughly. Heavy traffic areas may require more frequent cleaning.

Clean stains immediately. For best results, blot or dab spill or stain; avoid rubbing.

Check thresholds and transition areas that hold carpeting down to see that they are firmly in place.

Excessive sunlight will cause carpet to fade. Utilize your window coverings to reduce the effect of sunlight on carpeting.

Have your carpet cleaned professionally regularly, usually once a year.

CERAMIC TILE

Ceramic tile is warranted for one year against materials and workmanship. During the orientation we confirm that tile and grout areas are in acceptable condition. We will repair or replace cracked, badly chipped, or loose tiles that are noted at that time. After closing, such damages are not warranted. Due to changes in product and dye runs, Patrick Malloy Communities is not responsible for variations in color or discontinued patterns. New grout may vary in color from the original.

Ceramic Tile - Homeowner Maintenance

Vacuum ceramic tile floor-covering as needed

Mop ceramic tile floor-covering with a mild solution of warm water and dishwashing liquid. Rinse thoroughly.

Grout may be cleaned with a cleanser or whitener which are available at most hardware stores.

Sealing grout is your decision and responsibility. Once grout has been sealed, ongoing maintenance of that seal is necessary, and limited warranty coverage on grout that has been sealed is void.

Separation in the grout may occur. Grout can be filled using premixed grout purchased from a flooring or hardware store. Patrick Malloy Communities is not responsible for grout color matches.

Caulk ceramic tile around bathtubs or countertops occasionally to avoid water damage to the underlying surface. Consult with a hardware professional regarding the appropriate caulk to use.

HARDWOOD FLOORING

Hardwood flooring is warranted for one year against materials and workmanship. During the orientation we will confirm that hardwood floors are in acceptable condition. We will repair any defects noted at your orientation, however damages are not covered after closing. Due to changes in product and dye lots, Patrick Malloy Communities is not responsible for variations in color or discontinued color. Although durable, hardwood floors should be cared for properly and should be protected from moisture changes, abrasions and uneven exposure to sunlight.

Hardwood Flooring - Homeowner Maintenance

Sweep your hardwood floor on a daily basis or as needed. Never wet mop a hardwood floor. Excessive water causes the wood to expand and could damage the floor. Patrick Malloy Communities recommends the manufacturer's product to clean your floors.

Use mats at outside door entrances and area rugs to protect your floors from moisture and dirt. Avoid rubber, foam or plastic backed mats as they can discolor the wood. Area rugs should be moved occasionally as they block sunlight and may give the appearance of discoloration under the rug.

Exposure to direct sunlight can cause irreparable damage to hardwood floors. Install and use window coverings to prevent UV rays from discoloring your hardwood flooring.

Wood floors will respond noticeably to changes in humidity levels in your home. Seasonal changes will cause the wood to expand, contract or squeak. It is the homeowner's responsibility to maintain acceptable humidity levels in the home.

Waxing or the use of such products as oil is neither necessary nor recommended for polyurethane finished floors. Preventive maintenance and regular cleaning should maintain the desired luster.

VINYL FLOORING

Vinyl flooring is warranted for one year against materials and workmanship. We will confirm that your vinyl flooring is in acceptable condition during your orientation; however damages are not covered after closing. Due to changes in product and dye lots, Patrick Malloy Communities is not responsible for variations in color or discontinued color.

Measures have been taken by your builder to minimize the possibility of ridges and seams showing through vinyl floor coverings. However, some ridging and seaming is unavoidable.

Most vinyl flooring is “no wax,” which means it has a clear tough coating on the surface. Even this surface will scuff or become dull over time. Refer to the manufacturer’s instructions for proper care.

Vinyl Flooring - Homeowner Maintenance

The vinyl flooring installed in your home is a low maintenance no-wax type. No-wax means a clear, tough coating has been applied during production that provides a shiny appearance and a durable surface. Follow the manufacturer’s recommendations for maintaining the finish.

Limit mopping and washing with water; excessive water on vinyl flooring can penetrate seams and get under edges, causing the material to lift & curl. Wipe up spills and vacuum crumbs as needed.

It is advised that you install coasters on furniture legs to prevent tears and wrinkles while moving furniture.

Raised nail heads result from movements of the wood floor joists caused by natural shrinkage and deflection. If a nail “pop” becomes visible through resilient flooring, place a block of wood over it and hit the wood with a hammer to reset the nail.

GRADING AND DRAINAGE

The established grade is to provide adequate drainage away from the home. Maintaining this drainage is the homeowner's responsibility and should never be changed. If the homeowner alters the drainage pattern, or if changes in the drainage occur due to lack of homeowner maintenance, the Patrick Malloy Communities Limited Warranty will be void.

Standing or ponding water outside of defined swales or within 10 feet but caused by unusual grade conditions or retention of treed areas is not considered a deficiency. After heavy rain or snow, water may stand for 24 hours or 48 hours in swales. Patrick Malloy Communities will correct where water stands more than 24 hours, or more than 48 hours in swales. Patrick Malloy Communities does not alter individual drainage landscape plans. Be advised if you decide to make changes to your landscape and/or drainage pattern, you may be held responsible for damages to your neighbors' property if improperly done.

Grading and Drainage - Homeowner Maintenance

Some settlement is to be expected. It is a homeowner maintenance issue to ensure that settlement is not causing water to stand against the house.

Regularly check your downspouts and splash blocks, if applicable, to make sure they are aimed away from your foundation.

HEATING AND COOLING SYSTEMS

The operation of your heating system will be explained to you during your new home orientation. Thereafter, carefully read and follow the manufacturer's instructions on care and use. Regular maintenance of your furnace will reduce energy costs and prolong the life of your furnace.

The original heating and air contractor is responsible for parts and labor for the first 2 years after closing for single family homes, first year after closing for townhomes. A parts warranty is carried by the heating and air manufacturer for 5 years after closing.

COOLING SYSTEM

The A/C system in your home is designed to maintain a temperature of 78 degrees Fahrenheit. State and local codes require a residential cooling system be capable of maintaining a 14 degree temperature differential, up to the local design temperature of 92 degree Fahrenheit; example outside temperature is 92 degrees Fahrenheit, an inside temperature of 78 degrees Fahrenheit is acceptable. When outside temperatures rise above 92 degrees for sustained periods of time, the temperature in your home may rise above 78 degrees Fahrenheit.

If your comfort zone is below 78 degrees Fahrenheit, you may want to consider upgrading your cooling system.

HEATING SYSTEM

The heating system will maintain an inside temperature of 70 degrees Fahrenheit under normal winter weather conditions. The heating system is allowed 72 hours to reach this temperature. When outside temperatures drop below 22 degrees for sustained periods of time, the temperature in your home may fall below 70 degrees.

Temperatures normally vary from floor to floor and even room-to-room in a home especially when it is very cold or very hot outside. When the thermostat registers a lower temperature setting than that which you selected, your furnace will come on automatically. Setting the thermostat at a higher temperature will not heat your home faster. The registers help regulate the flow of air throughout your home. Once adjusted, the registers and thermostat will work together to maintain the desired temperature.

As the heating system operates, it is normal to hear some popping or pinging sounds. These sounds are the natural result of ductwork heating and cooling in response to the airflow. There is no necessary maintenance for this situation.

When a heating system has not been used for an extended period of time, you may smell a mild odor when the furnace turns on. The odor, caused by dust that has settled in the ducts, should pass quickly. If you have a gas furnace and smell a sustained or persistent gas odor, turn off your furnace, leave the house immediately and call the gas company.

Ventilation in your home is your responsibility. Keeping your home well ventilated can help you to avoid some issues with excessive moisture in your home. Excessive moisture can cause several problems in your home. An example of a problem is condensation on your windows. Causes of moisture in your home are cooking, washing and drying clothes, bathing and showering, humidifiers etc. It is very important to vent excess moisture to the outside by using bath fans and windows. Ventilating the home is entirely your responsibility; Patrick Malloy Communities will take no measures for excessive moisture in your home.

Heating and Cooling System - Homeowner Maintenance

Do not let furniture, window coverings or other objects obstruct the airflow of the registers or return air vents. Vacuum and dust registers and cold air returns as needed so that the airflow will not be hindered.

Filters should be inspected regularly. Clean or replace them as necessary. Dirty filters result in reduced efficiency and higher operating costs. If your system has disposable filters, replace them at least every two months during the heating season. Permanent filters should be maintained according to manufacturer's guidelines.

Add a teaspoon of household bleach to the condensate line and pump every 6 months to avoid clogging.

If your furnace has been installed with a humidifier, carefully read the manufacturer's instructions on care and use. The manufacturer is responsible for limited warranty coverage of the humidifier.

Before calling the heating and air contractor for repairs, check to ensure there are no blown fuses, furnace doors are installed correctly, outside disconnect has **not** been turned off for any reason.

A Planned Maintenance Agreement will be offered in proposal form by the Heating and Air Contractor at your closing. Planned maintenance service appointments will be scheduled between 8:00am – 5:00pm Monday –Friday.

Emergency service is required if:

- 1.) The entire home is without air conditioning or heat and the temperatures outside are above 90* in the summer or below 50* in the winter.
- 2.) If the unit is leaking water into your home.

INSULATION

The insulation in your home has been installed to meet all applicable local codes. Wall sheathing, wall and floor insulation, blown attic insulation and insulated glass help to create an envelope around your home that improves its energy efficiency. Expandable foam or caulking is used to seal off air infiltration through small openings in the home. **Insulation should not be moved for any reason.**

Insulation - Homeowner Maintenance

Attics and crawl spaces should be inspected seasonally to ensure that the insulation is in place with no bare areas.

Deteriorated or separated caulking should be repaired seasonally. Siding, trim, windows and doors should be re-caulked regularly to prevent air infiltration.

Weather-stripping on interior and exterior doors should be maintained and monitored to ensure that a continuous weather seal is always in place.

Crawl space vents must be kept open except during periods of extreme cold.

LANDSCAPING

Landscape material includes plants, trees, shrubs, grass, flowers and pine straw bedding. Patrick Malloy Communities has provided you with the basics of ground cover and erosion control. **After closing, landscaping is the homeowner's responsibility.** Patrick Malloy Communities cannot be responsible for uncontrollable acts of nature, such as excessive winds, rain, etc. which may wash seed away or erode the yard.

The health and quality of a lawn requires a nurturing maintenance program. Your lawn may be either seeded Fescue or Bermuda sod. Seeded lawns should germinate and grow well provided they are maintained and watered properly. Sod lawns may be dormant at the time of installation. With proper care and watering, they should break dormancy in the first spring after their initial installation. Your lawn is also landscaped with trees and shrubs. The beauty of your landscaping will depend on the care and attention you provide it. Be advised that Patrick Malloy Communities will **not** be responsible for foundation leaks caused by improper landscaping by the homeowner.

Patrick Malloy Communities will not remove or take down existing trees regardless of their condition nor will Patrick Malloy Communities be held liable for damage caused by collapse or for future tree removal fees. As of the date of closing, the homeowner is responsible for the condition of trees existing on the homesite.

Any trees that have been lying on the ground before construction and are not in the landscaped part of the homesite will not be removed by Patrick Malloy Communities before or after closing.

Landscaping - Homeowner Maintenance

Consult with your local nursery or other reliable resources that offer lawn care and maintenance suggestions for fertilization and weed control.

Your new lawn requires a great deal of care in order for the grass to thrive. Water your lawn early in the morning for best results. Find out about watering restrictions in your area.

Trim shrubs and hedges regularly. Do not allow shrubs to become overgrown. 1 foot or more is recommended between shrubs and the finished exterior surface of your home. You should water new shrubs every three to four days.

Keep you mower blades sharp. A dull blade will shred grass tips, causing the grass to consume more water and undergo more stress.

NOTE: If a utility company disturbs your landscaping, they are responsible for repairing the disturbances.

MOLD

There are many different types of indoor environmental contaminants, such as pet dander, dust mites and mold. Molds and other potential contaminants have always been a part of our environment. Mold is everywhere, indoors and outdoors. Therefore, everyone is exposed to some mold on a daily basis without evident harm. Due to a number of factors, including the fact that sensitivities to various types of molds and other contaminants vary from person to person, there are no state or federal standards concerning acceptable levels of exposure to mold.

Designing or building homes that exclude mold spores is impossible. Moisture is the only mold growth factor that can be controlled in a home. By minimizing moisture, you reduce or eliminate mold growth. Moisture in your home comes from many sources. Spills, leaks, overflows, condensation and high humidity are examples. Good housekeeping and maintenance are essential in your effort to prevent or eliminate mold growth.

Patrick Malloy Communities, LLC its principals, shareholders, employees and/or subcontractors shall **not** be liable for any damages caused by mold, or by some other agent, that may be associated with defects in our construction, to include but not to be limited to property damage, personal injury, loss of income, emotional distress, death, loss of value, and adverse health effects or any other effect. Any implied warranties including an implied warranty of workmanlike construction, an implied warranty of habitability, or an implied warranty of fitness for a particular use are hereby waived and disclaimed.

Mold Prevention - Homeowner Maintenance

Immediately report any leaks in your roof, windows or plumbing. Failure to report leaks promptly increases your risk and responsibility for repairs.

Maintain all caulking around windows, doors, sinks and tubs.

Mold grows well on dust and dirt, so be sure to vacuum and dust regularly.

Clean or replace filters in accordance with manufacturers' recommendations.

Keep weep holes for brick and on windows clear.

Check refrigerator pan, air conditioning condensate line, coils and condenser pan for signs of mold growth.

Check your home regularly for signs of water intrusion. Make sure weather-stripping is in good condition.

Maintain positive drainage around your home. Avoid changes to the original grade of your home.

Do not cover or interfere in any way with the fresh air supply to your furnace.

Develop the habit of running the hood fan when you are cooking and the bathroom fans when the bathrooms are in use.

Clean the dryer exhaust tube as needed to keep it clear and functioning efficiently.

Air your house by opening windows for a time when weather permits.

Most tile cleaning products contain chemicals that remove and help protect against mold growth.

Condensation on surfaces inside your home is a sign of high humidity. If you notice condensation, wipe it up and take steps to reduce the humidity level of your home. Wipe up any condensation or spills immediately.

If your home includes a humidifier, operate it and clean it in accordance with the manufacturer's instructions. If condensation develops, turn the humidifier down or off.

PAINT

During your orientation Patrick Malloy Communities will verify that all painted or stained surfaces are acceptable. Patrick Malloy Communities will touch-up as specified at your orientation. Paint touch ups are final at time of closing. You are provided a Paint Touch Up Kit that is perfect for minor nicks and scrapes.

If and when the sheetrock and/or paint repairs are deemed necessary for your home, Patrick Malloy Communities will restore the wall to its original paint color at the time of closing. Due to changes in the formula for paint, the touch-ups may not match the existing color. Patrick Malloy Communities cannot and will not repaint custom colored walls or ceilings.

Paint - Homeowner Maintenance

Periodically check the painted and stained surfaces of your home's exterior and interior. Repaint as chipping or wearing away occurs.

Avoid using abrasive cleaners on painted surfaces. Flat paint will show washing marks more easily than gloss.

PLUMBING

The plumbing system in your home has been installed to meet all applicable requirements and plumbing standards in your area. The plumbing system consists of all water supply, drain lines and plumbing fixtures. Patrick Malloy Communities warrants that for a period of two (2) years from the Effective Date of Warranty for single family homes or a period of one (1) year for townhomes, the plumbing system will be free from defects.

During the orientation we will confirm that all plumbing fixtures are in acceptable condition and that all faucets and drains operate freely. Patrick Malloy Communities will correct stoppages that occur within the first 10 days of closing. If a household item is removed from a clogged drain during this time, the plumber will bill you for their service.

Low Flow Toilets: We would like to explain the effects of a water saving regulation that went into effect in 1993, which prohibits the manufacture of toilets that use more than 1.6 gallons of water per flush. In the search for a balance among comfort, convenience, and sensible use of our precious natural resources, several studies were conducted. The 1.6 gallon toilet turned out to be the size that saves water overall. Even though you may need to flush twice on occasion, rest assured that overall you are saving water and Patrick Malloy Communities has complied with this law. **Low water pressure and volume is the responsibility of the water provider.**

Leaks: If a major leak occurs, the first step is to turn off the supply of water to the fixture involved. Call Patrick Malloy Communities. (See Emergency Definitions and procedures on page 6 of this warranty manual.)

Freezing Pipes: Provided your home is heated at a sufficient temperature, interior pipes should not freeze. Set your heat for 65 degrees Fahrenheit if you are away during the winter months. Never leave the home without heat, as this will cause pipes to freeze. Cut off water supply to outside faucets and drain the water line. It is the homeowner's responsibility to take extra measures to protect water pipes from freezing.

The sound of water running through the walls is a normal occurrence. The sound occurs as water drains through the pipes and does not indicate a leak. This is considered normal. Patrick Malloy Communities is not responsible and cannot remove these noises.

Plumbing - Homeowner Maintenance

If you decide to install additional lines for sprinkler systems, they are your responsibility.

If you decide to finish your basement, care should be taken to ensure that the plumbing lines are not isolated from the heating source without the addition of insulation.

If you find water stains on a ceiling of a room beneath a shower or tub, water may be leaking through the caulk or grout. Repair the caulk or grout above the leak as needed.

Some prefabricated shower pans have weep holes that need to be free to drain properly. **Do not caulk over these weep holes.**

Showerheads and faucets are designed for water conservation as required by local building code. If a showerhead or faucet is leaking, check the washers or seals for wear. Replace as needed.

Always use plenty of cold water when running your garbage disposal. Most garbage disposals have a reset button that works like a circuit breaker. If the disposal is overloaded, it will turn itself off. If this happens, turn the switch to "off", ensuring that the power to the disposal is off, then turn it back on (or reset it). Follow the manufacturer's instructions for the garbage disposal.

Check your manufacturer's warranty, as the use of some in-tank toilet sanitizers can void the product warranty.

ROOFING

Roofing or flashing should not leak under normal, anticipated conditions-except when the cause is determined to be from severe weather conditions such as ice and snow build-up, high winds, hurricanes, tornadoes, or driving rain. If there is leakage under normal anticipated conditions, Patrick Malloy Communities will take corrective action as necessary to meet the standard **except** when leakage and excessive overflow is due to homeowner negligence. Storm damage is excluded from this warranty. Notify your homeowner's insurance company if you notice any storm damage to your roof.

Attic Vents and/or Louvers must be provided in order to properly ventilate the house. Infiltration of rain or snow depends on the force and direction of the wind. Your builder is not responsible for force and/or direction of driving rain or snow.

The roofing and flashing on your home was designed and installed not to leak under normal weather conditions. Roofs can leak under extreme weather conditions i.e. strong wind driven rains can blow rain up the roof and into vents. Be sure to keep the roof and gutters free of leaves and debris as this can cause roofs to leak.

Roofing - Homeowner Maintenance

Although periodic inspections of your roof are necessary, excessive foot traffic on your roof can damage the shingles. It is best to call a professional for any roof inspections or repairs, including replacing shingles or tile roofing.

After severe storms, make a visual inspection of your roof for damage. If you find any storm damage to your roof call your homeowner's insurance company immediately.

Keep the roof valleys clean. A build-up of leaves and debris can create a natural dam. The back up of water can result in roof leakage.

Gutters and Downspouts - Homeowner Maintenance

The gutter system carries water away from your roof. Gutters should not leak, but may overflow during heavy rains. Clean them seasonally to remove leaves, pine straw and other debris.

Leaks - Homeowner Maintenance

If you find a leak at a joint between sections of a gutter, caulk the inside joint using a commercial gutter caulking compound. Ask a hardware salesperson for the best type of caulking to use.

Should you have a roof leak as defined by the above mentioned, Patrick Malloy Communities will take measures to correct these issues.

SIDING - EXTERIOR FINISHES

The exterior of your home is finished with some combination of fiber cement siding, brick or stone veneer, vinyl siding or stucco. Patrick Malloy Communities warrants the exterior material and installation for 1 year from closing. Color matches on repaired areas are not guaranteed. Changes in siding may not match because of fading, dirt, mildew, and changes in dye lots. Patrick Malloy Communities is not responsible for color variation, discontinued colors, or variations in grain.

VINYL SIDING

Vinyl Siding gives the look of wood with less maintenance. It is installed to allow for the expansion and contraction of your home that occurs with changing temperatures. For this reason, some deflection of the vinyl siding can be expected. It is normal for the siding to make popping noises as it contracts or expands. Patrick Malloy Communities will take measures to correct siding bows that exceed 1/2" in 32".

Vinyl Siding - Homeowner Maintenance

Avoid the use of abrasive cleaners on vinyl siding.

Hire a professional siding cleaner for occasional cleaning.

Do not place hot items, such as grills next to vinyl siding since this may cause the siding to melt and droop.

FIBER CEMENT SIDING

Fiber cement siding is also a very durable siding. Typically it is composed of a Portland cement/cellulose fiber blend that will not burn, will not rot, inhibits fungus growth, and is termite resistant. Patrick Malloy Communities will take measures to correct the gaps in siding joints and corners exceeding 3/16". Patrick Malloy Communities will take measures to correct siding bows that exceed 1/2" in 32".

Fiber Cement Siding - Homeowner Maintenance

Fiber cement siding will need to be painted after a few years. Before painting remove dirt or mildew from the surface. Dirt should be removed with a soap and water. Cleaning the siding ensures a clean surface to which the paint can adhere. Mildew should be removed with a bleach and water solution. Before painting, killing mildew is absolutely essential, as any mildew left on the surface will eventually grow through the new coat of paint. For best results when repainting, you should also use a mildew resistant paint.

Also check to ensure wood trim around windows, doors etc., are caulked well, as these areas could become a source of leaks into the structure of the home. Patrick Malloy Communities takes no responsibility for any damage caused from lack of caulking in these areas.

MASONRY - BRICK AND STONE

Brick and stone have a reputation for durability and low maintenance. Minor chipping, cracking or mortar shrinkage are normal and should not cause concern, Variations in size, color and placement are to be expected. Some cracking is to be expected in mortar joints. We will repair masonry cracks that exceed 1/8 inch, once during the first year warranty period. We ask that you wait until your 11 month warranty walk to ask for repairs, this will allow the normal settlement to occur. Patrick Malloy Communities is not responsible for color or texture matches in these repairs.

Brick and Stone - Homeowner Maintenance

Masonry may be cleaned with a soap and water solution if necessary. Stiff brushes and acids may damage the sand texture of wood mold bricks.

Occasionally, a white powdery substance called efflorescence may appear on masonry. This is a normal occurrence and does not indicate that there are any problems with the product. While efflorescence can be removed, it will usually disappear over time. Consult your home center or hardware store for instructions regarding the removal of efflorescence.

After several years, face brick may require tuck-pointing (repairing the mortar between the bricks). We recommend you contract a professional mason.

Do not allow ivy or any other ground cover to grow on brick or stone walls. The tentacle-like roots of the ivy will work their way into tiny masonry cracks, promoting deterioration.

Keep “weep holes” open in brick (weep holes are small holes made in brick so water can run out of masonry walls rather than collect and cause damage). If weep holes get sealed off or even temporarily plugged, water can build pressure against the wall.

STUCCO

Stucco is a brittle cement product that is subject to expansion and contraction. Minor hairline cracks will develop in the outer layer of stucco. We will repair stucco cracks that exceed 1/8 inch, once during the first year warranty period. We ask that you wait until your 11 month warranty walk to ask for repairs, this will allow the normal settlement to occur. Patrick Malloy Communities is not responsible for color or texture matches in these repairs.

Stucco - Homeowner Maintenance

Occasionally, a white powdery substance called efflorescence may appear on stucco. This is a normal occurrence and does not indicate that there are any problems with the product. While efflorescence can be removed, it will usually disappear over time. Consult your home center or hardware store for instructions regarding the removal of efflorescence.

Stucco is not a water barrier. Avoid spraying water from your irrigation or watering systems on stucco surfaces to avoid possible leaks.

Inspect the exterior surfaces of your home every year. Repair cracked or missing caulking around doors, windows, etc.

WATER HEATER

Your water heater is either gas or electric and holds either 40 or 50 gallons. An information pamphlet attached to the side of the heater contains details on recommended temperature settings, relighting the pilot light, energy saving tips, as well as cleaning and draining instructions.

Water Heater - Homeowner Maintenance

Refer to the manufacturer's information pamphlet regarding temperature setting, lighting the pilot light, energy tips, cleaning and draining instructions.

The area around a gas-fired water heater should be vacuumed as needed to prevent dust from interfering with the flame combustion. Do not use the top of your gas-fired heater as a storage space.

Do not store combustible items, such as fuel containers, oily rags, clothing, brooms or dust mops, near your water heater. They may interfere with airflow and are a fire hazard.

WINDOWS

The windows in your home should operate with relative ease and locks and should perform as designed. We will confirm that all windows and screens are in acceptable condition during the orientation. Patrick Malloy Communities will repair or replace broken screens that are noted on the orientation list. Broken glass or damaged screens are not warranted after closing.

Please note that windows will expand and contract with the weather and may become harder to operate at times. This is normal and is not covered under the Patrick Malloy Communities warranty.

Air seepage around windows should be very minor, except during extreme temperatures or high winds, at which time some air seepage can be noticed. Patrick Malloy Communities will take measures to repair poorly fitted weather stripping on the windows. Windows should not leak under normal weather conditions, but in very strong winds this can be expected. Take care when pressure washing your home as this can cause leakage around windows and doors. Be sure to clean up as soon as possible to avoid damage to floor coverings and sub floor. Some people use bleach to pressure wash the siding and windows, this can leak around windows and damage floor coverings. Patrick Malloy Communities will take measures to resolve leaking windows that leak under normal weather conditions.

Condensation that accumulates between the panes of glass in dual-glazed windows indicates a seal is broken. If this occurs within the first year Patrick Malloy Communities will replace the affected window sash.

If you have aluminum windows, they can sweat (collect condensation) in the winter months. This is caused from high humidity in the home and is solely the responsibility of the homeowner to control the relative humidity in the home. Showers, dishwashers, cooking and clothes dryers are just a few of the causes of high humidity, running the exhaust fans can help this problem. When condensation is noticed water will collect on the window seals and jambs, dry these areas as soon as possible to avoid causing damage to these areas.

NOTE: It is not recommended that you tint your windows as this will void the warranty of that product.

Windows - Homeowner Maintenance

Caulking: Regularly check around your window frames for deteriorated caulking and replace with caulking recommended by hardware professional.

Broken Glass: Cracked or broken glass noted after closing are the homeowner's responsibility. Repair cracked or broken glass as quickly as possible to prevent energy loss. Contact a glass company for replacing glass.

Screens: Damaged or missing screens noted after closing are the homeowner's responsibility.

Condensation: Condensation is a result of high humidity within your home and low temperatures outside. It is a common occurrence and does not indicate a defect in the window.

Weather-stripping: Check weather-stripping on a regular basis to make sure the seal is secure. Proper weather-stripping guards against the elements and reduces condensation. Unusually heavy or driving rains may cause minor seepage at the bottom of a window.

Sticking: If a window sticks, or you have to use excessive force to open or close it, you can try rubbing the channel with a piece of paraffin or candle wax.

Hardware: Check your window hardware to make sure it is in proper working order. Windows should lock tightly for security and protection from the elements.

Painting: Wood frames should be painted whenever the house or trim is painted. Aluminum, vinyl and vinyl-clad wood do not need to be painted. You can expect the aluminum to oxidize (turn gray).

Cleaning: Clean aluminum window surfaces periodically with warm, clear water.

Keep bottom window channels and weep holes (provided to allow excess water to escape outside) free of dirt and debris.

PATRICK MALLOY COMMUNITIES
TEN YEAR MAJOR STRUCTURAL DEFECT COVERAGE

For the first 10 years of this Limited Warranty which begins with the date of your closing, Patrick Malloy Communities warrants that the Home will be free from “Major Structural Defects”.

The criteria for establishing a “Major Structural Defect” are:

Actual physical damage to one or more of the following load-bearing elements of the home (See a-h below).

Actual physical damage caused the failure of such load-bearing elements which effect their load-bearing function.

Actual physical damage to the load-bearing element to the extent that the Home becomes unsafe.

The following elements would constitute load-bearing elements:

- a) Foundation systems and footings
- b) Load-bearing beams
- c) Load-bearing girders
- d) Load-bearing lintels
- e) Structural columns
- f) Load-bearing walls and partitions
- g) Floor framing members (joists and trusses)
- h) Roof framing members (rafters and trusses)

All three (3) parts of the Major Structural Defect criteria must be met to classify as a Structural Defect. The criteria are intended for coverage for catastrophic failure of load-bearing elements of the Home.

Elements not covered by this Limited Warranty and which are NOT considered to be Structural Defects are:

Non-load-bearing partitions and walls

Wall tile or paper, etc.

Plaster, laths or drywall

Flooring and sub flooring material

Brick, stucco, stone or veneer

Any type of exterior siding

Roof shingles, sheathing and tar paper

Heating, cooling, ventilating, plumbing, electrical and mechanical systems

Appliances, fixtures or items of equipment

Doors, trim, cabinets, hardware, insulation, paint and stains, basement slabs, water intrusion; including but not limited to, leaks in walls, roofs, plumbing, basements and crawl spaces.

WHAT PATRICK MALLOY COMMUNITIES WILL DO

Patrick Malloy Communities has the choice to repair, replace or pay the reasonable cost to repair or replace the defective item. If any item is damaged or destroyed in order to make the warranted repair, Patrick Malloy Communities will repair the item to the condition of original construction, except for additions and/or improvements which are the responsibility of the Homeowner to remove or repair. It is the sole responsibility of the Homeowners to move Home furnishings, i.e. draperies, furniture, aquariums and/or electronic systems if needed for Patrick Malloy Communities to accomplish repairs.

If a warranted Major Structural Defect occurs during the appropriate coverage period, and is **reported as required**, Patrick Malloy Communities will make arrangements for such repairs and/or replacement limited to actions necessary to restore the Major Structural Defect to its load-bearing capacity.

Homeowner's Obligations

If a defect related to a warranted Major Structural Defect occurs in Years 1-10 of this Limited Warranty, you must notify Patrick Malloy Communities to review the item. **All such notices must be in writing and sent by certified mail, return receipt requested to:**

Patrick Malloy Communities Corporate Office
Attention: Warranty Department
851 Cedar Street
Carrollton, GA 30117

This notice should clearly and specifically describe the condition of the Major Structural Defect.

Your request for warranty performance must contain the following information:

Your name, address and phone number(including home and work numbers)

Effective Date of Warranty- Any requests more than 30 days after the expiration of this Limited Warranty will not be honored.

Reasonably specific description of the warranty items to be reviewed.

Inspection

Within 30 days of receiving your request for warranty, Patrick Malloy Communities will schedule an inspection of the item. It may become necessary for Patrick Malloy Communities to request additional information from you regarding your warranty request. It is the Homeowner's responsibility to fully cooperate with Patrick Malloy Communities during the inspection and investigation of your warranty request in order to facilitate the resolution.

Failure by you to comply with the requested information within 30 days will result in the closing of your warranty file and will void the Limited Warranty for the Home.

If the deficiency cannot be observed under normal conditions, it is the Homeowner's responsibility to establish the need for warranty service. If the deficiency is sufficiently demonstrated, Patrick Malloy Communities will repair the defect to its original condition.

GENERAL PROVISIONS

This Limited Warranty cannot be changed or altered in any way without the written consent of Patrick Malloy Communities.

All notices required under this Limited Warranty must be in writing and sent by certified mail, return receipt requested, to Patrick Malloy Communities Corporate Office.

Patrick Malloy Communities is not responsible for major structural defects caused by Acts of God, fire, explosion, mold, smoke or water.

Patrick Malloy Communities will not reimburse Homeowner for any repairs or work completed by you, your employees or agents, without prior written authorization from Patrick Malloy Communities.

Under this Limited Warranty, Patrick Malloy Communities is not responsible for exact color, texture, finish or dye lot matches in situations where materials are replaced or repaired, or for areas repainted or when original materials are discontinued.

Mold Disclaimer, Release, and Waiver:

There are many types of mold, but all are species of fungus. Molds are spread by airborne spores and are found everywhere that life can be supported. Homes are not, and cannot be, constructed to exclude mold spores. A number of factors may contribute to the growth of mold in a home. Moisture is one of the most significant factors contributing to mold growth. Good housekeeping and home maintenance can limit or prevent the growth of mold. Information about controlling mold growth may be available at your County Health Department. Although mold is generally harmless, certain strains of mold may adversely affect the health of certain susceptible persons and may cause damage to real and personal property. The most likely adverse health effects of molds are allergic reactions, including skin, eye, nose, and throat irritation. Some experts contend that certain molds may cause serious and even life threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of exposure that may cause health problems.”

- (a) The Buyer hereby releases, waives, and forever discharges Patrick Malloy Communities, LLC, and all of its respective parents, subsidiaries, and affiliates as well as the agents, employees, officers, directors, attorneys, shareholders, consultants, partners, past and present employees and agents, together with their successors, assigns, heirs, executors and administrators (the “Released Parties”) from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, damages, judgments, claims and demands whatsoever in law or in equity, whether known or unknown, which the Buyer ever had, now have, or may or might in the future have against the Released Parties caused by mold, or by some other agent, that may be associated with defects in construction, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Any implied warranties including an implied warranty of workmanlike construction, an implied warranty of habitability, or an implied warranty of fitness for a particular use are hereby waived and disclaimed.
- (b) THE BUYER AGREES THAT THE INCLUSION OF THIS MOLD DISCLAIMER, RELEASE, AND WAIVER IS A MATERIAL CONSIDERATION FOR THIS AGREEMENT AND SO INDICATES BY HIS/HER INITIALS BELOW:
- (c) For purposes of this Agreement, the term “mold” means any number of fungi that produce a superficial (and often woolly) growth on various kinds of damp or decaying organic matter or on living organisms. The term “mold” includes, but is not limited to: (1) any fungus of the order Mucorales that produces mold; (2) any mold of the genus Mucor; (3) any of various rot-causing fungi of the genus Rhizopus; (4) parasitic or saprobic organisms living chiefly in fresh water or moist soil; and (5) any parasitic plant lacking chlorophyll and leaves and true stems and roots and reproducing by spores.

Upon completion of the repair or replacement of a warranted Defect, you must sign a release of all legal obligations in regards to the Defect and any conditions arising from the Defect.

The repaired or replaced warranted item will continue to be warranted by this Limited Warranty for the remainder of the applicable period of coverage.

This Limited Warranty is limited to the original Homeowner and is expressly non-transferable.

ARBITRATION

The arbitration process begins by you giving Patrick Malloy Communities written notice of your request for arbitration of an Unresolved Warranty Issue.

Within 20 days after Patrick Malloy Communities receives your notice of request for arbitration, any Unresolved Warranty Issue that you have with PMC shall be submitted to the National Academy of Conciliators or to another independent arbitration service. This binding arbitration is governed by the procedures of the Federal Arbitration Act, 9 U.S.C. 1 et. seq.

If you submit a request for arbitration, you must pay the arbitration fees before the matter is submitted to the arbitration service. After arbitration, the Arbitrator shall have the power to award the cost of this fee to any party or to split it among the parties to the arbitration. The arbitration shall be conducted in accordance with this Limited Warranty and all applicable arbitration rules to the extent that they are not in conflict with the Federal Arbitration Act. The decision of the Arbitrator shall be final and binding upon all parties.

Since this Limited Warranty provides for mandatory binding arbitration of Unresolved Warranty Issues, if any party commences litigation in violation of this Limited Warranty, such party shall reimburse the other parties to the litigation for their costs and expenses, including attorney fees, incurred in seeking dismissal of such litigation.

