

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
ROCK HILL DIVISION

PETER A. BERNSTEIN and ELIZABETH G. BERNSTEIN Individually and as Class Representatives, RICHARD W. BRESROLL and CAROLINE BRESROLL Individually and as Class Representative, WARREN COTTINGHAM Individually and as Class Representative, JANICE O. HAYWOOD and BILLY M. HAYWOOD II Individually and as Class Representatives, GERALD NIEL and ANNA E. NIEL Individually and as Class Representatives, RONALD J. RENDINO and NILDA RENDINO Individually and as Class Representatives, JAY E. REYNOLDS Individually and as Class Representative, STEVEN SCHECHT and CAROLYN SCHECHT Individually and as Class Representatives, SUSAN M. SHELTON Individually and as Class Representative, LAURA WELLS STRONG, TRUSTEE OF THE “LAURA WELLS STRONG REVOCABLE TRUST” DATED MARCH 18, 2016 and DAVID ALLEN STRONG, TRUSTEE OF THE “DAVID ALLEN STRONG REVOCABLE TRUST” DATED MARCH 18, 2016 Individually and as Class Representatives, and SUN CITY CAROLINA LAKES COMMUNITY ASSOCIATION,

Plaintiffs,

v.

Case No. CA 0:19-2805-JFA

PULTE HOME COMPANY, LLC f/k/a  
PULTE HOME CORPORATION d/b/a DEL  
WEBB

Defendant.

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**NOTICE OF REMOVAL**

Defendant Pulte Home Company, LLC f/k/a Pulte Home Corporation, d/b/a Del Webb (hereinafter “Pulte”) pursuant to 28 U.S.C. § 1441, *et seq.*, hereby removes this action, Case No. 2019-CP-29-01141, Court of Common Pleas, County of Lancaster, State of South Carolina (“State Court Action”), to the United States District Court for the District of South Carolina on the ground that this Court has subject matter jurisdiction under 28 U.S.C. §§ 1332(a) and (d). In support of removal, Pulte states as follows:

### **PLAINTIFFS’ COMPLAINT AND PROCEDURAL BACKGROUND**

1. On September 4, 2019, Plaintiffs Peter A. Bernstein and Elizabeth G. Bernstein and others (“Plaintiffs”) filed a complaint in the above-captioned action in the Court of Common Pleas, County of Lancaster, State of South Carolina, Case No. 2019-CP-29-01141, against Defendant Pulte Home Company, LLC, a Michigan limited liability company.

2. Pulte Home Company, LLC’s sole member is Pulte Diversified Company, LLC, whose sole member is PulteGroup, Inc. PulteGroup, Inc. is a Michigan corporation with its principal place of business in Atlanta, Georgia. Pulte Home Company, LLC is therefore a citizen of Michigan and Georgia.

3. There are eighteen named Plaintiffs. As alleged in Plaintiffs’ complaint, all eighteen Plaintiffs are citizens of the State of South Carolina. Compl. ¶ 3:

- a. Sun City Carolina Lakes Community Association is a nonprofit community association organized under the laws of the State of South Carolina and is therefore a citizen of South Carolina. Compl. ¶ 4;
- b. Plaintiffs Peter A. Bernstein and Elizabeth G. Bernstein, Richard W. Brescoll and Caroline Brescoll, Warren Cottingham, Janice O. Haywood and Billy M. Haywood II, Gerald Niel and Anna E. Niel, Ronald J. Rendino and Nilda Rendino, Jay E. Reynolds, Steven Schecht and Carolyn Schecht, Susan M. Shelton, and David Allen Strong, Trustee of the “David Allen Strong Revocable Trust” dated March 18, 2016 and Laura Wells Strong, Trustee of the “Laura Wells Strong Revocable Trust” dated

March 18, 2016, are citizens and residents of Lancaster County, South Carolina.

Compl. ¶ 3.

4. Plaintiffs bring a putative class action seeking damages for harms allegedly stemming from defective design and construction of the foundation slabs of the approximately 3,080 homes within the Sun City Carolina Lakes development, as well as defective grading and site work on the land underneath. Compl. ¶ 2. Plaintiffs seek to represent a class of “[a]ll present owners of homes located in Sun City Carolina Lakes, Indian Land, Lancaster County, South Carolina, which homes have foundation slabs that were developed, designed and constructed by Pulte, and which sit upon land which was developed, prepared, graded and compacted by Pulte, in Lancaster County, South Carolina, who will incur damages in excess of \$100 for loss of use of the premises and the cost of repair of these homes and villas, depreciation, and for sums paid in the past for repairs to the foundations of the homes.” Compl. ¶ 1.

5. The complaint asserts five counts and requests damages under several theories of liability: negligence and gross negligence; negligence *per se* for breach of applicable Lancaster County and South Carolina building codes; breach of implied warranties; breach of express warranties; and deceptive and unfair trade practices. *Id.* ¶¶ 28–58. Copies of all known pleadings and orders are attached as Exhibit 1. *See* 28 U.S.C. § 1446(a); Local Civil Rule 83.IV.01 DSC.

6. Pulte waived personal service by filing a notice of appearance in the Court of Common Pleas for the County of Lancaster on October 2, 2019. SCRCP 4(d) (“Voluntary appearance by defendant is equivalent to personal service; and written notice of appearance by a party or his attorney shall be effective upon mailing, or may be served as provided in this rule.”). A copy of Pulte’s notice of appearance in the State Court Action is included as part of Exhibit 1. This notice of removal is filed immediately after the 30-day removal period began to run and is therefore timely under 28 U.S.C. §1446(b)(1). *Murphy Bros. v. Michetti Pipe*

*Stringing, Inc.*, 526 U.S. 344, 354 (1999) (when a complaint is filed in court prior to any service, removal period runs from the service of the summons).

7. Additional consent to removal is unnecessary because (1) the Plaintiffs' complaint names only a single defendant, and (2) under 28 U.S.C. § 1453(b), consent is not required for removal under the Class Action Fairness Act (CAFA), 28 U.S.C. §1332(d)(1).

8. Venue in the United States District Court for the District of South Carolina, Rock Hill Division is proper because the State Court Action was commenced in the Court of Common Pleas for the County of Lancaster in the State of South Carolina. *See* 28 U.S.C. § 1441(a); 28 U.S.C. § 121(7); Local Civil Rule 3.01(A)(2) DSC.

9. As required by 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being served on Plaintiffs and with the Clerk of the Court of Common Pleas, County of Lancaster, State of South Carolina. Copies of Certificates of Filing Notice of Removal to the South Carolina District Court and to Plaintiffs are attached as Exhibits 2 and 3, respectively.

10. By removing this action to this Court, Pulte does not waive any defenses, objections, or motions available to it under state or federal law.

#### **GROUND FOR REMOVAL**

11. Under 28 U.S.C. § 1446(a) and *Dart Cherokee Basin Operating Co. v. Owens*, 135 S. Ct. 547 (2014), Pulte submits the following short and plain statement of the Court's jurisdiction over this action under 28 U.S.C. §§ 1332(a) and (d).

#### ***Removal under CAFA, 28 U.S.C. § 1332(d)***

12. Title 28 U.S.C. § 1332(d) extends diversity jurisdiction to large putative class actions like this one. In particular, "CAFA extended federal jurisdiction to those class action

proceedings that satisfy three requirements: (1) the putative class has more than 100 members (numerosity); (2) the amount in controversy exceeds five million dollars, exclusive of interest and costs (amount in controversy); and (3) the parties are minimally diverse in citizenship (minimal diversity).” *Dominion Energy, Inc. v. City of Warren Police & Fire Ret. Sys.*, 928 F.3d 325, 330 (4th Cir. 2019). These requirements are met here.

- a. First, there is minimal diversity. Under the minimal diversity requirement, “a federal court may exercise jurisdiction over a class action if ‘any member of a class of plaintiffs is a citizen of a State different from any defendant.’” *Mississippi ex rel. Hood v. AU Optronics Corp.*, 571 U.S. 161, 165 (2014) (quoting 28 U.S.C. § 1332(d)(2)(A)). Here, as alleged in their complaint, each of the named Plaintiffs is a citizen of South Carolina. *See supra* ¶ 3. And Pulte’s LLC members are citizens of Michigan and Georgia. *See supra* ¶ 2.
- b. This action also meets CAFA’s \$5 million amount-in-controversy requirement. *See* 28 U.S.C. § 1332(d)(6). The court must aggregate “the claims of the individual class members[,]” § 1332(d)(6), who include “persons (named or unnamed) who fall within the definition of the proposed or certified class.” § 1332(d)(1)(D). *See also Standard Fire Ins. Co. v. Knowles*, 568 U.S. 588, 592 (2013). “[A] defendant’s notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold,” which “should be accepted when not contested by the plaintiff or questioned by the court.”

*Dart Cherokee*, 135 S. Ct. at 553–54. Here, plausibility is clear, as Plaintiffs seek substantial damages tied to alleged latent building defects that have “resulted in excessive movement of individual residences within the Subject Property, and cracking and separation of the residences’ foundation slabs, along with the attendant resulting damages.” Compl. ¶ 23. The Plaintiffs contend that all 3,080 homes in the putative class “have been damaged or will be damaged in a similar fashion.” Compl. ¶ 5.b. Plaintiffs seek treble damages, while also pursuing attorney fees. *Id.* ¶ 58. If the amounts-in-controversy average at least \$1,623.38 per home—as Plaintiffs surely contend they do—then the total would exceed \$5 million for the entire class.

- c. The putative class also has at least 100 members. *See* Compl. ¶ 5.a (defining putative class to include owners of “approximately three thousand eighty (3,080) residences”); *see also* 28 U.S.C. § 1332(d)(5)(B).

13. Because the three CAFA requirements are met, CAFA affords this Court diversity jurisdiction. In passing CAFA, Congress intended CAFA’s “provisions [to] be read broadly, with a strong preference that interstate class actions should be heard in a federal court.” *Dart Cherokee*, 135 S. Ct. at 554 (citing S. Rep. No. 109-14, p. 43 (2005)). The case that Plaintiffs mean to bring here is just such an action, with many putative class members seeking substantial sums in damages from a distant defendant. It belongs with this Court.

***Removal for complete diversity jurisdiction, 28 U.S.C. §§ 1332(a), 1367***

14. This Court can also adjudicate this action under 28 U.S.C. § 1332(a), which affords diversity jurisdiction over suits between citizens of different states for which the amount in controversy exceeds \$75,000.

15. There is complete diversity between Pulte and all named Plaintiffs.

a. Pulte’s members are citizens of Michigan and Georgia. *See supra* ¶ 2.

b. The complaint alleges that the named Plaintiffs are all citizens of South Carolina. *See supra* ¶ 3; Compl. ¶¶ 3-4. This Court may accept the plaintiff’s allegations as a judicial admission of citizenship for purposes of establishing removal jurisdiction. *See Meyer v. Berkshire Life Ins. Co.*, 372 F.3d 261, 264–65 (4th Cir. 2004) (explaining that judicial admissions include a party’s affirmative statements of fact as well as “intentional and unambiguous waivers that release the opposing party from its burden to prove the facts necessary to establish the waived conclusion of law.”). The citizenship of putative class members is not considered in determining diversity. *See Devlin v. Scardelletti*, 536 U.S. 1, 10 (2002) (“Ease of administration of class actions would be compromised by having to consider the citizenship of all class members, many of whom may even be unknown, in determining jurisdiction . . . considering all class members for these purposes would destroy diversity in almost all class actions. Nonnamed class members are, therefore, not parties in that respect.” (citation omitted)).

16. Thus, complete diversity exists because all named Plaintiffs and Pulte—including the defendant LLC’s members, *see Cent. W. Virginia Energy Co. v. Mountain State Carbon, LLC*, 636 F.3d 101, 103 (4th Cir. 2011)—are citizens of different states.

17. The amount in controversy for Plaintiff Steven Schecht alone would meet the amount-in-controversy requirement. The Plaintiffs allege that each class member has suffered from “substantial deterioration and/or failure of structures and building systems, and building deficiencies” as a result of Pulte’s alleged acts and omissions, which have “caused substantial diminution in value” of the Plaintiffs’ homes. Compl. ¶ 26. On information and belief, based on a review of public records from the Lancaster County South Carolina Treasurer’s Office, Mr. Schecht’s property at 7112 Shenandoah Drive was valued \$441,200 at its most recent appraisal. A diminution in value of 17% would itself exceed the \$75,000 amount-in-controversy threshold, even before considering the effect of the Plaintiffs’ claims for treble and punitive damages. *See Dart Cherokee*, 135 S. Ct. at 553–54 (removal notice need only “plausibly allege” an amount in controversy); *Scott v. Cricket Commc'ns, LLC*, 865 F.3d 189, 196 (4th Cir. 2017) (“In many removal cases, a defendant’s allegations rely to some extent on reasonable estimates, inferences, and deductions. . . .The key inquiry . . . is not what the plaintiff will actually recover but ‘an estimate of the amount that will be put at issue in the course of the litigation.’” (citation omitted)).

18. Given Plaintiffs’ allegations of the commonality and predominance of their injuries and remedies, it is plausible to conclude that the other named Plaintiffs’ claims also individually meet the amount-in-controversy requirement for diversity jurisdiction. Regardless, because Mr. Schecht’s claims satisfy the amount-in-controversy requirement, this



Court can exercise supplemental jurisdiction over the remaining Plaintiffs' claims. *See* 28 U.S.C. § 1367; *Exxon Mobil Corp. v. Allapattah Servs., Inc.*, 545 U.S. 546, 566–67 (2005) (district courts, sitting in diversity, can exercise supplemental jurisdiction over plaintiffs whose claims could not meet the amount-in-controversy requirement when at least one plaintiff's claims could); *accord Rosmer v. Pfizer Inc.*, 263 F.3d 110, 114 (4th Cir. 2001).

19. Having fulfilled the statutory requirements of removal, showing this Court's jurisdiction over this action under 28 U.S.C. § 1332(a) and (d), and 28 U.S.C. § 1367, Pulte respectfully removes this action from the Court of Common Pleas, County of Lancaster, State of South Carolina, where it is currently pending, to this Court.

This 2nd day of October, 2019

BOYLE, LEONARD & ANDERSON P.A.

s/Laura Locklair

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**CERTIFICATE OF SERVICE**

I hereby certify that on October 2, 2019, I caused to be electronically filed a NOTICE OF REMOVAL with the Clerk of the Court using the Court's CM/ECF system. Copies were served upon:

***Via Electronic Service:***

Lancaster County Clerk of Court  
104 N. Main Street  
Lancaster, SC 29720

***Via US Mail:***

Gregory L. Shelton  
SHELTON LAW CAROLINAS LLC  
Bank of America Plaza  
101 S. Tryon St., Ste 2700  
Charlotte, NC 28280  
Phone: (803) 670-0024  
Fax: (803) 670-0028  
Email: [greg@sheltonlawcarolinas.com](mailto:greg@sheltonlawcarolinas.com)  
ATTORNEY FOR PLAINTIFFS

/s/ Laura F. Locklair

# EXHIBIT 1

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS  
THE SIXTH JUDICIAL CIRCUIT

COUNTY OF LANCASTER

CASE NO.:

PETER A. BERNSTEIN and ELIZABETH G. BERNSTEIN Individually and as Class Representatives, RICHARD W. BRESCOLL and CAROLINE BRESCOLL Individually and as Class Representative, WARREN COTTINGHAM Individually and as Class Representative, JANICE O. HAYWOOD and BILLY M. HAYWOOD II Individually and as Class Representatives, GERALD NIEL and ANNA E. NIEL Individually and as Class Representatives, RONALD J. RENDINO and NILDA RENDINO Individually and as Class Representatives, JAY E. REYNOLDS Individually and as Class Representative, STEVEN SCHECHT and CAROLYN SCHECHT Individually and as Class Representatives, SUSAN M. SHELTON Individually and as Class Representative, LAURA WELLS STRONG, TRUSTEE OF THE "LAURA WELLS STRONG REVOCABLE TRUST" DATED MARCH 18, 2016 and DAVID ALLEN STRONG, TRUSTEE OF THE "DAVID ALLEN STRONG REVOCABLE TRUST" DATED MARCH 18, 2016 Individually and as Class Representatives, and SUN CITY CAROLINA LAKES COMMUNITY ASSOCIATION

**CLASS REPRESENTATION**

Plaintiffs,

vs.

**SUMMONS**

PULTE HOME COMPANY, LLC f/k/a  
PULTE HOME CORPORATION d/b/a DEL  
WEBB

Defendant.

\_\_\_\_\_ /

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Dated: September 4<sup>th</sup>, 2019

Address: **SHELTON LAW CAROLINAS, LLC**

By: /s/ Gregory L. Shelton  
Gregory L. Shelton  
S.C. Bar Number: 76532  
Bank of America Plaza  
101 S. Tryon St.  
Ste 2700  
Charlotte, NC 28280  
Phone: (803) 670-0024  
Fax: (803) 670-0028  
Email: greg@sheltonlawcarolinas.com  
ATTORNEYS FOR PLAINTIFFS

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS  
THE SIXTH JUDICIAL CIRCUIT

COUNTY OF LANCASTER

CASE NO.:

PETER A. BERNSTEIN and ELIZABETH G. BERNSTEIN Individually and as Class Representatives, RICHARD W. BRESCOLL and CAROLINE BRESCOLL Individually and as Class Representative, WARREN COTTINGHAM Individually and as Class Representative, JANICE O. HAYWOOD and BILLY M. HAYWOOD II Individually and as Class Representatives, GERALD NIEL and ANNA E. NIEL Individually and as Class Representatives, RONALD J. RENDINO and NILDA RENDINO Individually and as Class Representatives, JAY E. REYNOLDS Individually and as Class Representative, STEVEN SCHECHT and CAROLYN SCHECHT Individually and as Class Representatives, SUSAN M. SHELTON Individually and as Class Representative, LAURA WELLS STRONG, TRUSTEE OF THE "LAURA WELLS STRONG REVOCABLE TRUST" DATED MARCH 18, 2016 and DAVID ALLEN STRONG, TRUSTEE OF THE "DAVID ALLEN STRONG REVOCABLE TRUST" DATED MARCH 18, 2016 Individually and as Class Representatives, and SUN CITY CAROLINA LAKES COMMUNITY ASSOCIATION

**CLASS REPRESENTATION**

Plaintiffs,

vs.

**COMPLAINT**  
**JURY TRIAL DEMANDED**

PULTE HOME COMPANY, LLC f/k/a  
PULTE HOME CORPORATION d/b/a DEL  
WEBB

Defendant.

\_\_\_\_\_ /

Plaintiffs, Peter A. Bernstein and Elizabeth G. Bernstein, Richard W. Brescoll and Caroline Brescoll, Warren Cottingham, Janice O. Haywood and Billy M. Haywood II, Gerald Niel and Anna E. Niel, Ronald J. Rendino and Nilda Rendino, Jay E. Reynolds, Steven Schecht

and Carolyn Schecht, Susan M. Shelton, and David Allen Strong, Trustee of the “David Allen Strong Revocable Trust” dated March 18, 2016 and Laura Wells Strong, Trustee of the “Laura Wells Strong Revocable Trust” dated March 18, 2016, individually and as a class of similarly situated owners of homes in a residential community named Sun City Carolina Lakes; and Sun City Carolina Lakes Community Association; (hereinafter collectively referred to as “Plaintiffs”), complaining of Defendant, Pulte Home Company, LLC f/k/a/ Pulte Home Corporation d/b/a Del Webb (hereinafter referred to as “Pulte”), allege and state as follows:

1. This action is filed pursuant to Rule 23 of the South Carolina Rules of Civil Procedure on behalf of the named Plaintiffs, and those similarly situated as members of a class defined as follows (hereinafter referred to as the “Class”):

All present owners of homes located in Sun City Carolina Lakes, Indian Land, Lancaster County, South Carolina, which homes have foundation slabs that were developed, designed and constructed by Pulte, and which sit upon land which was developed, prepared, graded and compacted by Pulte, in Lancaster County, South Carolina, who will incur damages in excess of \$100 for loss of use of the premises and the cost of repair of these homes and villas, depreciation, and for sums paid in the past for repairs to the foundations of the homes.

2. As set forth in further detail herein below, this action arises from the defective design and construction of the foundation slabs of the homes within Sun City Carolina Lakes, as well as the defective grading and site work upon which the homes in Sun City Carolina Lakes are situated.

3. Plaintiffs Peter A. Bernstein and Elizabeth G. Bernstein, Richard W. Brescoll and Caroline Brescoll, Warren Cottingham, Janice O. Haywood and Billy M. Haywood II, Gerald Niel and Anna E. Niel, Ronald J. Rendino and Nilda Rendino, Jay E. Reynolds, Steven Schecht and Carolyn Schecht, Susan M. Shelton, and David Allen Strong, Trustee of the “David Allen Strong Revocable Trust” dated March 18, 2016 and Laura Wells Strong, Trustee of the “Laura

Wells Strong Revocable Trust” dated March 18, 2016, are citizens and residents of Lancaster County, South Carolina, who at all times relevant hereto live in a residential community known as Sun City Carolina Lakes, located in Indian Land, an unincorporated community in Lancaster County, South Carolina (these plaintiffs are collectively hereinafter referred to as the “Class Representatives”).

4. Plaintiff Sun City Carolina Lakes Community Association is a nonprofit community association organized under the laws of the State of South Carolina that maintains, governs and controls the common areas within Sun City Carolina Lakes, including the foundations and land adjacent to the villas.

5. The Class Representatives allege and state that they are bringing this action pursuant to Rule 23 of the South Carolina Rules of Civil Procedure, as representing a class composed of each and every non-condominium homeowner in the Sun City Carolina Lakes community. This action is properly brought as a class action under Rule 23 of the South Carolina Rules of Civil Procedure for the following reasons:

- a. Numerosity [*SCRCP 23(a)(1)*]. The class is so numerous that joinder of all members is impracticable. The total class size is approximately three thousand eighty (3,080) residences. All of the subject property is located in Lancaster County, South Carolina, and all acts of Pulte causing damage took place in Lancaster County, South Carolina.
- b. Commonality [*SCRCP 23 (a)(2)*]. There are questions of law and fact common to the class because the class members have suffered or will suffer a common injury in that all have been damaged or will be damaged in a similar fashion by Pulte. There are questions of law or fact common to the class which predominate over any questions affecting individual members, which include, but are not limited to:



- i. Whether Pulte failed to adequately develop, construct, design, supervise and inspect the foundation slabs for the homes within Sun City Carolina Lakes, so as not to employ good construction practices;
  - ii. Whether Pulte failed to adequately develop, construct, design, supervise and inspect the grading and site work, including but not limited to soil preparation and compaction, at the Subject Property and upon which the homes in Sun City Carolina Lakes are situated.
- c. Typicality [*SCRCP 23(a)(3)*]. The claims asserted by the named Plaintiffs are typical of the claims of the members of the class because the claims are essentially identical for the entire class and arise from the same course of wrongful conduct alleged against Pulte.
- d. Adequacy [*SCRCP 23(a)(4)*]. Adequacy of representation is satisfied in that the named Class Representatives will fairly and adequately protect the interest of the class, have no interests that are antagonistic to the absent class members, and counsel representing the class is qualified, experienced, and capable of litigating the case competently.
- e. The amount in controversy exceeds One Hundred Dollars (\$100.00) for each member of the class.

6. The Sun City Carolina Lakes Community Association is a necessary party to this action because certain common areas and common elements owned and/or controlled by the Sun City Carolina Lakes Community Association were improperly developed, designed and constructed by Pulte, which has caused and contributed to damage to the the property of the Class Representatives and the Class.

7. Sun City Carolina Lakes is a large residential community comprising

approximately three thousand eighty (3,080) homes, as well as common areas, located in Indian Land, Lancaster County, South Carolina (hereinafter referred to as the “Subject Property”).

8. Pulte is, upon information and belief, a limited liability company organized under the laws of the State of Michigan, and is registered and authorized to conduct business in South Carolina.

9. Upon information and belief, the Subject Property was owned, developed, marketed and constructed by Pulte.

10. Upon assuming these roles, Pulte assumed the duties thereof to develop, construct and market the property and sell parcels thereof to the general public.

11. Furthermore, in assuming the roles stated above, Pulte undertook to make certain that the Subject Property was developed and constructed in a workmanlike fashion according to industry standards meeting all applicable codes, guidelines, laws and restrictions of any and all state, county and municipal authorities.

12. This Court has jurisdiction over the parties and subject matter hereto.

13. Pulte represented that it was competent, knowledgeable and experienced in performing residential construction work as to properly build the Subject Property according to the normal standards of good and workmanlike practice in the construction field.

14. Construction defects at the Subject Property have recently been discovered. The Subject Property is experiencing major problems and deficiencies regarding the development, design and construction of the foundation slabs in the homes at Sun City Carolina Lakes, and in the development, design and construction of the soils and grading upon which the homes within Sun City Carolina Lakes are situated.

15. Pulte was instrumental in carrying out duties and actions relating to the construction of the Subject Property, and Pulte had a duty under South Carolina law to perform

its duties in a good and workmanlike manner and in accordance with applicable building codes and accepted building practices.

### **JURISDICTION**

16. Personal jurisdiction is vested and exists in the Court of Common Pleas, County of Lancaster, State of South Carolina, and venue is proper in the County of Lancaster, State of South Carolina, by virtue of, among other things, the fact that the property which is the subject matter of the Complaint is located in Indian Land, an unincorporated community in Lancaster County, South Carolina, and the great majority of the activities relating to the development, construction, marketing and sale of the Subject Property and the claims herein occurred in this jurisdiction.

### **BACKGROUND INFORMATION**

17. Plaintiffs reassert, reallege and incorporate by reference all the allegations in paragraphs 1 through 16 above, as if set forth in full herein.

18. Plaintiffs are informed and believe that Pulte engaged subcontractors to construct the Subject Property, including all homes at issue in this action.

19. Pulte directed and oversaw the work and services of others who performed deficient, improper, negligent work and services which failed to comply with applicable building codes and industry standards, all of which contributed to and resulted in the failure of the foundations and other improvements at the Subject Property.

20. Pulte further participated in the negligent, deficient and improper design and workmanship, ignored and/or covered up design and construction defects then in existence, and thereafter placed the homes into the stream of commerce for sale, which Pulte did sell to the general public.

21. At the time the residences within the Subject Property were offered for sale and

placed into the stream of commerce by Pulte, the residences contained numerous deficiencies which have been recently discovered by Plaintiffs and the Class, and as a direct and proximate result of defects and deficiencies heretofore hidden and concealed through the acts and omissions of Pulte.

22. Pulte knew or should have known of the existence of the defects and deficiencies within the Subject Property, and the property damage resulting therefrom, which were latent and unknown to the Plaintiffs and the Class.

23. These latent building defects have, unbeknownst to Plaintiffs and the Class, regularly resulted in excessive movement of individual residences within the Subject Property, and cracking and separation of the residences' foundation slabs, along with the attendant resulting damages, and continue to do so through the date of this filing.

24. The Plaintiffs and Class suffered damage when Pulte put these units into the stream of commerce and continue to be damaged through the date of this filing.

25. Pulte caused, directed, participated in, or acted in willful, reckless, heedless, negligent and grossly negligent disregard of their acts and omissions in the planning, development, design, construction, management and sale of the units within the Subject Property, all as more fully described herein.

26. These wrongful acts and omissions of Pulte as set forth in the causes of action below represent unfair trade practices and have resulted in substantial deterioration and/or failure of structures and building systems, and building deficiencies. Remedying the above wrongful acts will result in damages to the Plaintiffs and the Class, and entitle Plaintiffs and the Class to punitive damages and attorney's fees. Further, these wrongful acts and omissions have directly and proximately caused substantial diminution in value, both pre-repair and post-repair.

27. The acts and omissions of Pulte were contrary to the duties it owed to the

Plaintiffs, and actually caused damages to the Plaintiffs and Class, including, but not limited to, physical injury and damage to tangible real property.

**AS A FIRST CAUSE OF ACTION AGAINST PULTE**  
**(Negligence and Gross Negligence)**

28. Plaintiffs reassert, reallege and incorporate by reference all the allegations in paragraphs 1 through 27 above, as if set forth in full herein.

29. Pulte owed a duty to Plaintiffs and the Class to act in a manner compliant with the reasonable standard of care, good faith, and fair dealing recognized under South Carolina law, and Pulte violated this duty to the Plaintiffs and the Class, and was negligent, professionally negligent, grossly negligent, careless, reckless, willful and wanton in one or more of the following particulars:

- a. in failing to properly design, construct and develop the Subject Property;
- b. in failing to comply with the applicable Building and Safety Codes of the County of Lancaster and the State of South Carolina;
- c. in failing to properly supervise the project service providers, project architects and engineers, as well as contractors, subcontractors, suppliers and/or agents or employees of any of them in connection with the planning, development, design and construction of the Subject Property offered for sale to the public;
- d. in reviewing, approving, procuring, and incorporating into the construction of the Subject Property such items which were defective, deficient, inferior, inadequate, unsafe, dangerous, inappropriate for the use intended, noncompliant with approved design or design intent, non-compliant with applicable codes and standards in the industry, and otherwise improper for use in the project including improper slab fortification elements unfit to resist the forces placed on the

- foundations by the Subject Property's soils conditions; and other building materials and supplies, finishes and other items relating to the construction and ultimate use of the Subject Property;
- e. in developing, designing, constructing, marketing and selling the Subject Property with inadequate soil preparation;
  - f. in developing, designing, constructing, marketing and selling the Subject Property with inadequate foundations;
  - g. in designing, constructing, marketing and selling homes that were defective, deficient, inadequate, unsafe, dangerous or otherwise non-compliant with applicable codes and standards;
  - h. in placing defective and inferior construction into the stream of commerce;
  - i. in placing defective and inferior building systems, equipment, building materials and other products into the stream of commerce;
  - j. in negligently and/or intentionally covering up deficiencies prior to construction of the Subject Property and other property for sale or use by the general public;
  - k. in failing to act as reasonable persons would in circumstances then and there prevailing and in such other failures as will be shown during discovery and at trial.

30. Said failures above-described, as well as Pulte's gross negligence, willfulness, and reckless disregard for the rights of Plaintiffs and the Class have actually and proximately caused damages to Plaintiffs and the Class, and Pulte is liable to the Plaintiffs and the Class for damages in an amount to be determined by the trier of fact and any attempts in any contractual agreement for the limitation or disclaimer of warranties, or any other waiver or other limitation, are null, void, unenforceable, and subject to rescission as a matter of law.

**AS A SECOND CAUSE OF ACTION AGAINST PULTE**  
**(Negligence *Per Se*)**

31. Plaintiffs reassert, reallege and incorporate by reference all the allegations in paragraphs 1 through 30 above, as if set forth in full herein.

32. Pulte owed a duty to Plaintiffs and the Class to act in a manner compliant with the reasonable standard of care, good faith, and fair dealing recognized under South Carolina law.

33. Pulte further owed a duty to Plaintiffs and the Class to construct the homes within Sun City Carolina Lakes in a manner that complies with any and all applicable Building and Safety Codes of the County of Lancaster and the State of South Carolina.

34. Pulte violated this duty to the Plaintiffs and the Class, and was negligent, professionally negligent, grossly negligent, careless, reckless, willful and wanton in failing to comply with the applicable Building and Safety Codes of the County of Lancaster and the State of South Carolina.

35. Pulte's violations of the applicable Building and Safety Codes of the County of Lancaster and the State of South Carolina constitute negligence *per se*.

36. Pulte's violations of the applicable Building and Safety Codes of the County of Lancaster and the State of South Carolina, as well as Pulte's gross negligence, willfulness, and reckless disregard for the rights of Plaintiffs and the Class have actually and proximately caused damages to Plaintiffs and the Class.

37. Pulte is liable to the Plaintiffs and the Class for damages in an amount to be determined by the trier of fact and any attempts in any contractual agreement for the limitation or disclaimer of warranties, or any other waiver or other limitation, are null, void, unenforceable, and subject to rescission as a matter of law.

**AS A THIRD CAUSE OF ACTION AGAINST PULTE**  
**(Breach of Implied Warranties)**

38. Plaintiffs reassert, reallege and incorporate by reference all the allegations in paragraphs 1 through 37 above, as if set forth in full herein.

39. In undertaking to perform the development, design and construction of Plaintiffs' and the Class's residences, Pulte impliedly warranted that as a matter of law that all work performed would be of good quality, free from faults and defects, of good and workmanlike quality, and in conformity with the contract documents.

40. Pulte, through its acts and omissions, breached the implied warranties of good and workmanlike services, fitness and habitability, and fitness for a particular purpose.

41. As a direct, actual, and proximate cause of the negligence and breach of Pulte's implied warranties, the Plaintiffs and Class have suffered, and continue to suffer, damages in an amount to be determined by the trier of fact.

42. Pulte is therefore liable to the Plaintiffs and Class for actual, incidental, special, and consequential damages in an amount to be determined by the trier of fact and any attempts in any contractual agreement for the limitation or disclaimer of warranties, or any other waiver or other limitation, are null, void, unenforceable, and subject to rescission as a matter of law.

**AS A FOURTH CAUSE OF ACTION AGAINST PULTE**  
**(Breach of Express Warranties)**

43. Plaintiffs reassert, reallege and incorporate by reference all the allegations in paragraphs 1 through 42 above, as if set forth in full herein.

44. Pulte expressly warranted to the Plaintiffs and the Class, among other things, that all work performed on the homes in Sun City Carolina Lakes would be of good quality, free from faults and defects, of good and workmanlike quality, and in conformity with the contract



documents.

45. Specifically, regarding the footings and foundations in the homes within Sun City Carolina Lakes, Pulte expressly warranted to the Plaintiffs and the Class that:

“Appropriate measures will be taken to correct serious cracks and/or deterioration in the foundation footings or foundation walls that cause the home to be unsafe or uninhabitable. [Pulte] will make the necessary repairs and/or provide replacement to the structural elements and related damage, except for areas not constructed by the Builder, for up to ten years.”

*See* Del Webb New Home Limited Warranty and Performance Standards (attached hereto as **Exhibit A**), Section 12.6.

46. Pulte, through its acts and omissions, breached the express warranties by failing to construct the foundation footings and walls in a good and workmanlike manner, free from faults and defects and in accordance with the contract documents.

47. Pulte, through its acts and omissions, further breached the express warranties by failing to “correct serious cracks and/or deterioration in the foundation footings or foundation walls that cause the home to be unsafe or uninhabitable,” and by failing to “make the necessary repairs and/or provide replacement to the structural elements and related damage...”

48. As a direct, actual, and proximate cause of the negligence and breach of Pulte’s express warranties, the Plaintiffs and Class have suffered, and continue to suffer, damages in an amount to be determined by the trier of fact.

49. Pulte is therefore liable to the Plaintiffs and Class for actual, incidental, special, and consequential damages in an amount to be determined by the trier of fact and any attempts in any contractual agreement for the limitation or disclaimer of warranties, or any other waiver or other limitation, are null, void, unenforceable, and subject to rescission as a matter of law.

**AS A FIFTH CAUSE OF ACTION AGAINST PULTE**  
**(Violation of the South Carolina Unfair Trade Practices Act, S.C. Code § 39-5-10, *et seq.*)**

50. Plaintiffs reassert, reallege and incorporate by reference all the allegations in paragraphs 1 through 49 above, as if set forth in full herein.

51. Pulte's development, construction and the subsequent marketing, offering and sale of the units to purchasers and the public at large each constituted the conduct of trade and commerce within the meaning of Sections 39-5-10(b) and 20(a) of the South Carolina Code of Laws.

52. Pulte, through its acts and omissions, including but not limited to, the following particulars, conducted unfair and deceptive trade practices within the meaning of Section 39-5-140(a) of the South Carolina Code of Laws as amended:

- a. in failing to properly design, construct and develop the Subject Property;
- b. in failing to comply with the applicable Building and Safety Codes of the County of Lancaster and the State of South Carolina;
- c. in failing to properly supervise the project service providers, project architects and engineers, as well as contractors, subcontractors, suppliers and/or agents or employees of any of them in connection with the planning, development, design and construction of the Subject Property offered for sale to the public;
- d. in reviewing, approving, procuring, and incorporating into the construction of the Subject Property such items which were defective, deficient, inferior, inadequate, unsafe, dangerous, inappropriate for the use intended, noncompliant with approved design or design intent, non-compliant with applicable codes and standards in the industry, and otherwise improper for use in the project including improper slab fortification elements unfit to resist the forces placed on the

- foundations by the Subject Property's soils conditions; and other building materials and supplies, finishes and other items relating to the construction and ultimate use of the Subject Property;
- e. in developing, designing, constructing, marketing and selling the Subject Property with inadequate soil preparation;
  - f. in developing, designing, constructing, marketing and selling the Subject Property with inadequate foundations;
  - g. in designing, constructing, marketing and selling homes that were defective, deficient, inadequate, unsafe, dangerous or otherwise non-compliant with applicable codes and standards;
  - h. in placing defective and inferior construction into the steam of commerce;
  - i. in placing defective and inferior building systems, equipment, building materials and other products into the stream of commerce;
  - j. in negligently and/or intentionally covering up deficiencies prior to construction of the Subject Property and other property for sale or use by the general public;
  - k. in failing to act as reasonable persons would in circumstances then and there prevailing and in such other failures as will be shown during discovery and at trial.

53. Pulte's conduct as described above was knowing and willful, and Pulte knew or should have known that such conduct was a violation of Section 39-5-20 of the South Carolina Code of Laws.

54. Plaintiffs are persons within the meaning of Section 39-5-140(a) of the South Carolina Code of Laws and Plaintiffs individually and as representatives of the Class have suffered actual, direct, and proximate damages as a direct and proximate result of unfair and

deceptive acts of Pulte, in an amount to be determined by the trier of fact.

55. The aforesaid acts of Pulte impact the public interest in that they constituted unfair and deceptive acts and have the potential for repetition and, in fact, occurred at each and every sale of the units of this Project and, as such, are acts which can, have and will affect the public at large by repetition.

56. Pulte's action and omissions are capable of repetition, and, upon information and belief, have been repeated.

57. These unfair and deceptive acts are acts which will affect members of the public, beyond the parties to the above-described transactions, in the form of other consumers who may be injured by purchasing homes from Pulte and/or detrimentally rely upon the actions and representations of Pulte thereby placing members of the public in danger of physical or other injuries.

58. Plaintiffs, individually and, to the extent permitted by the Court, as representatives of the Class, are entitled to be compensated pursuant to Section 39-5-140(a) of the South Carolina Code of Laws for the above-described actual, incidental, consequential, and special damages, as well as costs, interest, and attorney's fees, and to recover three times these damages by reason of the knowing, willful and repeated nature of the unfair and deceptive acts by Pulte and any attempts in any contractual agreement for the limitation or disclaimer of warranties, or any other waiver or other limitation, are null, void, unenforceable, and subject to rescission as a matter of law.

**WHEREFORE**, Plaintiffs respectfully pray that this Court:

1. Certify this action as a Class Action under Rule 23 of the South Carolina Rules of Civil Procedure;
2. Conduct a jury trial with respect to all issues so triable;

3. Enter judgment against Pulte on behalf of Plaintiffs and the Class for such damages as may be found by the trier of fact;
4. Award treble damages, attorneys' fees, and other relief available to Plaintiffs under the South Carolina Unfair Trade Practices Act;
5. Award costs to Plaintiff; *and*
6. Award such other and further relief as the Court deems just and proper.

**DATED** this 4<sup>th</sup> day of September, 2019.

**SHELTON LAW CAROLINAS LLC**

By: /s/ Gregory L. Shelton

Gregory L. Shelton

S.C. Bar Number: 76532

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ATTORNEY FOR PLAINTIFFS

# Exhibit A

# What to Expect From Your New Home

## New Home Limited Warranty and Performance Standards

*Del Webb*<sup>®</sup>

# Welcome.

Your new Del Webb home should give you the comfort and freedom to pursue the lifestyle you've always wanted. Peace of mind comes from thoughtful design, quality craftsmanship, and a warranty you can rely on.

In this book, you'll find everything you need to know about your home warranty. Take a moment to review it and then keep it in a safe place. Then, as a member of the Del Webb community, you can rest assured that answers and assistance are always close at hand.



# Inside Your Home Warranty

Del Webb has a proven heritage of standing behind what we build. But just as reliable as your home's quality is our promise to deliver a level of individualized attention and service that clearly exceeds your expectations. Our goal is to make your life a bit easier, while you're busy discovering how extraordinary it can be.

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# 1: Overview



This section provides a general overview of the PulteGroup (Pulte Homes, Centex, Fox & Jacobs, and DiVosta or Del Webb, as applicable) Home Protection Plan, which consists of the Limited Warranty and the Performance Standards (collectively referred to herein as the “Warranty”) provided by PulteGroup (Pulte Homes, Centex, Fox & Jacobs, and DiVosta or Del Webb, as applicable) through the building subsidiary identified in your purchase agreement for the home (the “Builder”). The specific details, limitations, and conditions of the Warranty are provided to you (the “Homeowner”) in this book. If your home is financed through FHA/VA, please see the HUD Addendum. If your home is located in Colorado, Georgia, Indiana, Kansas, Maryland, Minnesota, Missouri, New York, Oregon, or South Carolina, please refer to the state-specific addenda in the HUD Addendum.

This Limited Warranty includes procedures for informal settlement of disputes, such as arbitration, which will be binding on the Homeowner and the Builder. Additional information on the binding arbitration procedure can be found in the “Resolving Disputes” section of this Limited Warranty.

In general, the Warranty is a commitment that materials and workmanship are warranted for one year from the time of closing. The heating, air conditioning, electrical, and plumbing systems are warranted for two years from closing. Certain kinds of water infiltration and internal leaks are warranted for a period of five years from the time of closing. Defects in materials and workmanship in the structural elements of the home are warranted for ten years from closing. Some appliances, equipment, and other components included in the home are not warranted by the Builder, but are covered by separate warranties provided by the manufacturer or supplier. These 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, 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 appliance or item of equipment if the malfunction is due to damage during installation or improper installation.

## The Spirit of the Warranty

Our 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. Things should work. If there are problems because of defects in materials and workmanship, as outlined above and described in more detail later, the Builder will arrange for their repair or replacement. If a problem results from actions by occupants of the home or others, or from ordinary wear and tear, the Builder is not responsible for the resulting repair or replacement.

## The Rights of Your Home

We view your Warranty in terms of what you, as our customer, have a right to expect. We view the issue of preventative maintenance in terms of what your home has a right to expect from you. None of the materials used in the construction of your home will last forever; however, most will last for a long time if properly maintained. 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 following pages describe, in general terms, what the Homeowner has a right to expect from the Builder and what your home has a right to expect from you. Following that are sections on the Limited Warranty, Warranty Exclusions, Limitation of Liability, Requesting a Home Repair, Waiver of Any Other Warranty's Exclusive Warranty, Resolving Disputes, Attached Homes, Insurer's Responsibility, and the Builder's Performance Standards.

## Your Rights and the Rights of Your Home

These sections discuss, in general terms, what you can expect from the Builder in the construction of your home, and what your home should expect from you in ongoing maintenance and care. The actual coverage is described in the Warranty provided in this book. The "Home Care Guide" will provide most of the information you need to provide your home with the appropriate level of preventative maintenance.

## Section 1: What the Homeowner Has a Right to Expect From the Builder

### 1.1 Soil drainage

Your home has been placed on soil engineered to withstand the anticipated settlement based on soil conditions found in your area. It should not settle in such a way as to create structural problems during the Warranty period.

### 1.2 Concrete surfaces

The concrete surfaces in your home should fulfill the functions for which they were intended without excessive settlement, cracking, or secondary damage such as leaking. Since concrete is likely to crack, standards are defined in the detailed Performance Standards which follow.

### 1.3 Structural integrity

Since homes are constructed by human beings using a variety of materials, small tolerances are normal. What we consider unacceptable tolerances are defined in the detailed Performance Standards which follow.

### 1.4 Intrusion of the elements

Your home should not leak. Exceptions might occur such as when a driving rain forces water into vents, windows, or under doors. Under normal circumstances, your home should protect you from the intrusion of the elements.

### 1.5 Mechanical systems

Those systems installed in your home to provide power, water, treated air, ventilation, and waste disposal should work.

### 1.6 Finished surfaces

Finished surfaces should maintain uniform or characteristic appearances for a reasonable period of time. Cracks or surface deterioration should be repaired as provided in the Limited Warranty.

### 1.7 Care and maintenance

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.

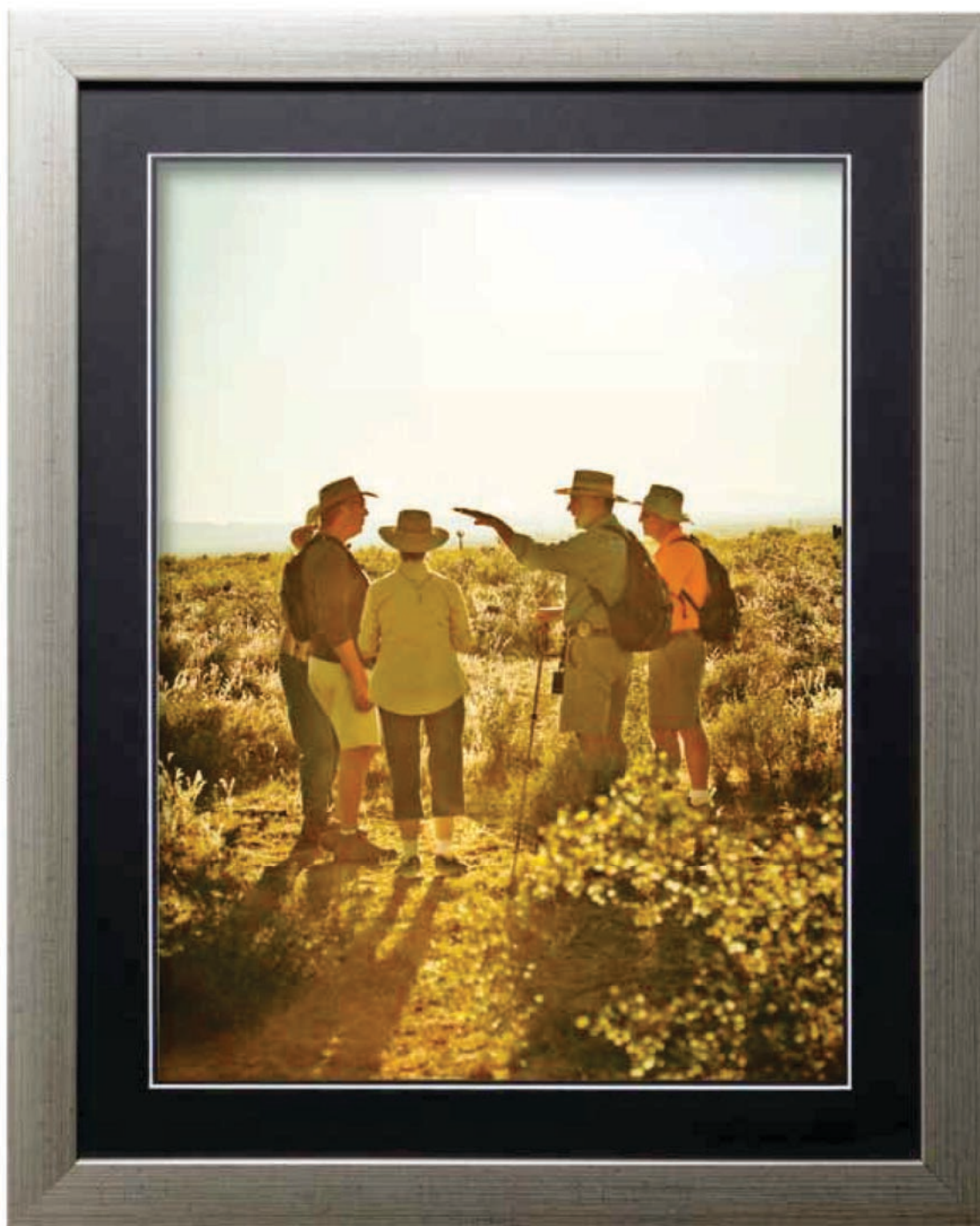
### 1.8 Common elements

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

# 2: The Limited Warranty



The Homeowner should read the Warranty in its entirety, including any addenda attached at the end of this Warranty booklet, in order to understand the protection it provides, exclusions that apply, and the performance standards which determine coverage in each case. FHA/VA Homeowners refer to those sections of this Warranty as noted by a dagger (†) indicating the applicability of the HUD Addendum.

### Section 3: The Limited Warranty

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

This Limited Warranty is provided to the original purchaser of the home and to all subsequent owners who take title within the Warranty period identified in the Performance Standards, and use the home for their residence only.

#### IMPORTANT NOTE:

##### **One-year coverage**

The Builder warrants the construction of the home will conform to the tolerances for materials and workmanship, as defined in the Performance Standards, for a period of one year after the closing date.†

##### **Two-year coverage**

The Builder warrants the workability of the plumbing, electrical, heating, ventilating, air conditioning, and other mechanical systems, as defined in the Performance Standards, for a period of two years after the closing date.

##### **Five-year coverage**

The Builder warrants against various types of water infiltration and internal leaks, as specifically defined in the Performance Standards, for a period of five years after the closing date.

##### **Ten-year coverage**

The Builder warrants the construction of the home will conform to the tolerances set forth in the following Performance Standards for Structural Elements for a period of ten years after the closing date, subject to the limitations set forth below. Structural Elements are footings, bearing walls, beams, girders, trusses, rafters, bearing columns, lintels, posts, structural fasteners, subfloors, and roof sheathing. Floating slabs and partition walls that do not carry any load other than their own weight are not Structural Elements. A Structural Element will not be deemed defective, and no action will be required of the Builder, unless there is actual physical damage that diminishes the ability of the Structural Element to perform its load-bearing function such that the home is unsafe.

†See the HUD Addendum for modifications to this section.



**Limitation of Liability**

It is understood and agreed that the Builder's liability, whether in contract, tort, statute, negligence, or otherwise, is limited to the remedy provided in this Limited Warranty. The Builder's obligations under this Limited Warranty, and under the purchase agreement, are limited to repair and replacement. Under no circumstances shall the Builder be liable for any special, indirect, or consequential damages, including without limitation any damages based on a claimed decrease in the value of the home, even if the Builder has been advised of the possibility of such damages. This Limited Warranty is the only warranty applicable to this purchase. To the extent permitted by law, all other warranties, expressed or implied, including, but not limited to, all implied warranties of fitness, merchantability, or habitability, are disclaimed and excluded.

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

If a defect occurs in an item covered by this Limited Warranty, the Builder will repair or replace it to conform to the Performance Standards. In the case of defects in Structural Elements, the Builder will repair or replace the Structural Element to restore the load-bearing function, as designed, and make such other repairs as are necessary to return the home to a safe status. The repair of a defect will include the correction, replacement, or refinishing of only those surfaces, finishes, and coverings that were damaged by the defect and that were a part of the home when the title was first transferred by the Builder. The Builder will repair or replace surfaces, finishes, and coverings that require removal in order for the Builder to repair or replace a defect. The extent of the repair or replacement of these surfaces, finishes, and coverings will be to approximately the same condition they were in prior to the defect, but not necessarily to a "like new" condition. The Builder cannot guarantee, nor does it warrant, exact color matches with the original surrounding area due to factors such as fading, aging, or unavailability of the original materials.

The Builder assigns the Homeowner warranties for particular appliances and equipment furnished by the manufacturer to the Builder. The Builder provides no warranty on those items except where the malfunction is due to damage during installation or improper installation. If it is necessary to request warranty service in such a case, the Homeowner must make a request directly to the manufacturer. In the unlikely event that the manufacturer is not responsive to the request, the Builder will assist the Homeowner in attempting to obtain the necessary repairs or replacements from the manufacturer.

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

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

## Section 4: Warranty Exclusions

This Limited Warranty excludes any loss or damage which is not a Covered Defect, including:

**4.1** LOSS OF, OR DAMAGE TO, ANY REAL PROPERTY WHICH IS NOT PART OF THE HOME COVERED BY THIS LIMITED WARRANTY AND WHICH IS NOT INCLUDED IN THE ORIGINAL PURCHASE PRICE OF THE HOME AS STATED IN THE CLOSING DOCUMENTS.

**4.2** Any damage to the extent it is caused or made worse by:

(A) Negligence, improper maintenance, or intentional or improper operation by anyone other than the Builder or its agents or subcontractors, including, but not limited to, damage resulting from rot, corrosion, or rust.

(B) Failure by the Homeowner or anyone other than the Builder or its agents or subcontractors to comply with the warranty requirements of manufacturers of appliances, fixtures, and equipment.

(C) Failure by the Homeowner to give timely notice to the Builder of any defects.

(D) Changes in the grading of the ground by anyone other than the Builder or its agents or subcontractors.

(E) Changes, alterations, or additions made to the home by anyone other than the Builder or its agents or subcontractors after the Limited Warranty commencement date.

(F) Dampness or condensation due to the Homeowner's failure to maintain adequate ventilation.

- 4.3** Loss or damage that the Homeowner has not taken timely action to minimize.
- 4.4** Any defect caused by, or resulting from, materials or work supplied by someone other than the Builder or its agents or subcontractors.
- 4.5** Normal wear and tear or normal deterioration.
- 4.6** Loss or damage not otherwise excluded under this Limited Warranty, which does not constitute a defect in the construction of the home by the Builder or its agents or subcontractors.
- 4.7** Loss or damage caused by, or resulting either directly or indirectly from, accidents, riots and civil commotion, theft, vandalism, fire, explosion, power surges or failures, smoke, water escape, falling objects, aircraft, vehicles, acts of God, lightning, windstorm, hail, tornado, hurricane, mudslide, earthquake, and volcanic eruption.
- 4.8** Loss or damage caused directly or indirectly by flood, wind-driven water, surface water, waves, tidal waves, overflow of a body of water, or spray from any of these (whether or not driven by wind); water which backs up from sewers or drains; changes in the water table which were not reasonably foreseeable at the time of construction, or water below the surface of the ground (including water which exerts pressure on, or seeps or leaks through, a building, sidewalk, driveway, foundation, swimming pool, or other structure); wetlands, springs, or aquifers.
- 4.9** Loss or damage caused by soil movement, including subsidence, expansion, or lateral movement of the soil (excluding flood and earthquake), which is covered by any other insurance or for which compensation is granted by state or federal legislation.
- 4.10** Loss or damage to the home, persons, or property directly or indirectly caused by termites, other insects, birds, vermin, rodents, or other wild or domestic animals.
- 4.11** Loss or damage resulting from the use of the home for nonresidential purposes.
- 4.12** Loss or damage caused by failure to maintain proper temperatures (heating and cooling) within the home.
- 4.13** Loss or damage to utility services that were not installed by the Builder.
- 4.14** Any condition which does not result in actual damage to the home, including, but not limited to, uninhabitability or health risk due to the presence or consequence of electromagnetic fields (EMFs), radon gas, mold, formaldehyde, or other pollutants and contaminants; or the presence of hazardous or toxic materials.
- 4.15** Bodily injury or damage to personal property.
- 4.16** Loss or damage caused by, or resulting from, abnormal loading of Structural Elements by the Homeowner, which exceeds design loads as mandated by codes.
- 4.17** Consequential damages including, but not limited to, costs of shelter, food, and transportation; moving and storage; any other expenses related to inconvenience or relocation during repairs to the home; and any diminution of the market value of the home.

## Section 5: Requesting a Home Repair

### 5.1. Procedure

If you believe there is 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 service representative. If you do not know the contact information for our local office, please visit our Web site at [www.pulte.com](http://www.pulte.com). Our goal is to promptly respond to all Warranty-related requests, so if you do not receive an acknowledgement within a reasonable time, please follow up to make sure your message was not misdirected. Except as otherwise required by law, all Warranty claims 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 the 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 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 us or our representatives at your home during 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 reasonable cost of correction.

(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 based on your schedule, 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.

### 5.2 Failure to allow us to make repairs

We are not responsible for any damage that occurs because you failed to allow us to timely 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.

**5.3 Emergency repairs**

If an emergency condition exists 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.

**5.4 Repairs by or payment from insurance company – waiver of claims**

Coverage for construction defects is provided by this Warranty, and we encourage you to submit construction defect claims to us. This Warranty, however, is not a homeowner's insurance policy, which typically provides coverage for certain property damages and casualty losses. If you receive from an insurance company or any other party payment or repairs relating to or arising from a construction defect, then to the extent permitted by law you hereby waive for yourself and on behalf of anyone acquiring rights through you, including, but not limited to, any insurance company, all subrogation claims, and other claims against us for such payments or repairs received by you.

## Section 6: Waiver of Any Other Warranty's 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 except as may be required by law.

**6.1 Examples of disclaimed warranties**

Examples of warranties that are disclaimed by us and waived by you include, but are not limited to, statutory warranties, implied warranties, implied warranty of quality or fitness for use or a particular purpose, a warranty of construction in a good and workmanlike manner, warranty of habitability, and warranty of merchantability.

**6.2 Non-waivable warranties**

You are entitled to (and nothing in this section 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 will remain applicable to the extent permitted by law.

## Section 7: Resolving Disputes<sup>†</sup>

### 7.1 Overview

Our preferred method of resolving Warranty claims is to address them directly with you. That is why we require the procedure described in Section 5. If we, however, are unable to resolve your concerns, you have the option of requesting mediation as provided in Section 7.2 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 7.4.

### 7.2 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,  
P.O. Box 800, Annandale, VA 22003-0800  
(4443 Brookfield Corporate Drive, Suite 300,  
Chantilly, VA 20151).

Confirm the physical address before sending hand-delivered materials by calling 800.850.2799. 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 Pulte Homes 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 state procedures as described in this section.

### 7.3 State procedures – prior to arbitration

Some states require parties to take preliminary steps before an arbitration or legal action may proceed. Those steps may include, but are not limited to, a notice of alleged defects by the Homeowner to a specific person or by specific means (such as certified mail or personal delivery) using particular notice language. Any response by us to a notice that does not comply with the applicable state’s requirements will not be a waiver of our rights under the applicable state law.

### 7.4 Arbitration

If a claim relating to your home or 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 your home or this Warranty, whether based on statute, in tort, contract, or other applicable law (including, but not limited to, any and all claims, cross- or counterclaims, defenses, and/or affirmative defenses related to the purchase and sale of your home, disputes regarding whether a defect is covered by this Warranty, and claims for personal injury) to binding arbitration, except that either party may bring any claim to a small-claims court if the claim is within the small-claims 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 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. If a party uses litigation to enforce the requirement to arbitrate, the court will award such party its court costs and reasonable attorneys’ fees.

<sup>†</sup>See the HUD Addendum for modifications to this section.

### **7.5 Applicable Law**

This Warranty, including, but not limited to, the arbitration provision, will be governed by the Federal Arbitration Act (“FAA”) which overrides and preempts certain state, local, or other laws concerning arbitration, including, but not limited to, laws that have the purpose of defeating or restricting arbitration.

### **7.6 Appointment of arbitrator**

The arbitration will be conducted before an arbitrator appointed by the American Arbitration Association (the “AAA”). If the AAA declines to arbitrate a dispute, or if the AAA is not available, the parties will agree to an alternative arbitrator or have a court appoint a new arbitrator whose experience and training in construction arbitration is similar to that of an AAA-trained arbitrator. 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.

### **7.7 Construction arbitration rules**

The arbitration will proceed in accordance with the AAA’s rules applicable to the dispute. With respect to any portion of the dispute pertaining to a construction issue, the arbitration will proceed in accordance with the AAA’s Home Construction Arbitration Rules. If those rules have been repealed or replaced at the time the arbitration claim is filed, the AAA’s rules then most applicable to residential construction will apply. However, we will be entitled to visually inspect and perform testing on any component claimed to have a construction defect, and no AAA rule shall apply if it is inconsistent with the provisions of this Warranty.

### **7.8 Joinder of additional parties to arbitration**

We both agree that:

(A) Any dispute covered by Section 7.4 that involves claims against our officers, directors, agents, employees, representatives, and parent, subsidiary, affiliate, or successor entities or affiliated companies also will be resolved through binding arbitration as set forth herein. Both parties agree that 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, subcontractor, or supplier (including, but not limited to, any contractor, vendor, engineer, architect, or design professional) involved in the dispute.

### **7.9 Initiating arbitration**

Either party may begin the arbitration process by filing a demand for arbitration with the AAA and serving a copy of the demand on the other party. To the extent not consistent with the FAA, all of the provisions of this paragraph are subject to the general qualification that state laws, requirements, and rules, including, but not limited to, state filing limitations (such as statutes of limitation 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 the AAA in writing of the request for arbitration under the terms of this Warranty. If we initiate arbitration, we will pay the AAA's filing fee and any other administrative fee or cost charged by the AAA to initiate the arbitration. If you initiate arbitration, you will pay the lesser of half of those costs and fees or the amount provided by the AAA rules and we will pay the other half or remainder. Any other costs or fees shall be paid in accordance with the AAA rules. Except as otherwise required by law, your arbitration request must be received by the AAA 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.

(B) Step 2 – Hearing. The arbitration will probably 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 the AAA of a request for a record of the hearing prior to the earlier of the hearing date or the date, if specified, in the AAA's rules, 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 will be based on applicable law, except to the extent the FAA overrides and preempts state, local, or other law, and will include findings of fact and conclusions of law. If permitted by the AAA rules, either party may request a written explanation of the award. Each party will bear its own attorneys' fees and costs.

(i) Right to appeal award. Each party has the right to appeal the arbitrator's award to the AAA by filing a written notice with the AAA (with a copy to the other party) within 30 days of 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 the AAA. The appeal will be conducted in accordance with the applicable rules of the AAA and provisions of this Warranty as if the claim was being initially filed with the AAA, 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 arbitrator's award on appeal will be final, binding, and non-appealable, and (3) no new evidence will be accepted or considered by the arbitrators if a record of the initial arbitration was made.



(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 the AAA 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 consistent with the FAA or applicable state 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.

**7.10 Step 4 – Repairs.** Unless designated otherwise in the award (and unless appealed), we will, within ten days after a final award, elect to either perform the correction awarded by the arbitrator or, at our option, 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 as may be specified by the arbitrator. If the correction cannot be reasonably 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, you may have these issues determined in a later arbitration. If the cost of the 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.

## Section 8: Attached Homes

### **8.1 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 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 owner's 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.

### **8.2 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.

### 8.3 Filing a Warranty claim

(A) Component other than building common element. You may make a Warranty claim for construction defects in a component of your home that is owned exclusively by you and not maintained or insured by the owner's association.

(B) Building common elements. Unless otherwise required by law, claims that a building common element has a construction defect must be made by the owner's association, and may not be made by an individual Homeowner. If you believe a building common element has a construction defect, you should inform your association. Although you may contact us to report a construction defect, this does not change the fact that the association, through its board of directors or a validly elected or appointed officer, is the appropriate party to submit, process, or settle claims related to building common elements.

## Section 9: Insurer's Responsibility

In certain situations as required by HUD, VA, or other laws or regulations, this Limited Warranty is backed by an insurance policy, as further described in the HUD Addendum. In those situations, in the event the Builder is unable to meet its obligations under this Limited Warranty and a Warranty claim must be resolved by the Insurer, the following conditions shall apply:

**9.1** 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.

**9.2** The total liability of the Insurer under this Warranty is limited to, and shall not exceed, the lesser of the following:

(A) The contract price of the home;

(B) The reasonable cost of that part of the home damaged for like construction and use on the same premises;

(C) 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 Limited Warranty.

**9.3** Actions taken to cure defects will not extend the period of coverage specified in this Limited Warranty.

**9.4** When the Insurer finishes repairing or replacing, or pays the Homeowner the actual cost for repairing or replacing a claim under this Limited Warranty, the Homeowner must execute a full and unconditional release of all Insurers' obligations with respect to the claim. The Insurer shall be subrogated to all the Homeowner's rights including, but not limited to, assignment of the proceeds of any other insurance or warranties to the Insurer. The Homeowner shall do nothing to prejudice such rights of subrogation.

**9.5** The Insurer's Warranty coverage is in excess of coverage provided under other warranties or insurance, whether collectable or not.

**9.6** Any claim involving a common element in a condominium must be made by an authorized representative of the condominium association.

**9.7** 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.†

**9.8** Any dispute between the Homeowner and the Insurer related to, or arising from, this Limited Warranty will be resolved by binding arbitration.† Any such binding arbitration will be initiated by contacting the Plan Administrator to obtain a Binding Arbitration Request Form. The process for such arbitration will be conducted in the same manner as outlined in Section 7 of this Limited Warranty.

†See the HUD Addendum for modifications to this section.

# 3: HUD Addendum



## Section 10: HUD Addendum

(Applicable to original FHA financed homes and condominiums and original VA financed homes only.)

### **The following language is added to Section 3 of the Warranty**

The effective date will be the date on which closing or settlement occurs in connection with the initial sale of the home. In no event will the effective date be later than the date of FHA endorsement of your mortgage on the home. Notwithstanding anything to the contrary herein contained, during the first year of coverage, the Builder will correct Construction Deficiencies in workmanship and materials resulting from the failure of the home to comply with the standards of quality as measured by acceptable trade practices. Construction Deficiencies are defects (not of a structural nature) in the home that are attributable to poor workmanship or to the use of inferior materials, which result in the impaired functioning of the home or some part thereof. Defects resulting from abuse by the Homeowner or someone else or from normal wear and tear are not considered Construction Deficiencies. The Homeowner may ask for a review and resolution of a disputed claim by HUD prior to engaging in arbitration.

### **Ten-year coverage**

Structural defect is actual physical damage to the designed load-bearing portions of a home caused by failure of such load-bearing portions that affects their load-bearing functions to the extent that the home becomes unsafe, unsanitary, or otherwise unlivable. Load-bearing components, for the purpose of defining structural defects, are defined as follows: footing and foundation systems; beams; girders; lintels; columns; load-bearing walls and partitions; roof framing systems; and floor systems, including basement slabs for the first through fourth years where the home is located in an area designated by HUD regulations on the effective date of this Limited Warranty as containing expansive or collapsible soils (HUD has designated the State of Colorado as such an area).

In those situations where HUD, VA, or other applicable laws or regulations require insurance backing, the Builder is insured by a member of the Zurich-American Insurance Group ("Insurer") for its obligations arising from this Limited Warranty to benefit the Homeowner should the Builder not perform its obligations as contained in this Limited Warranty.

The Warranty coverage for basement floor slabs in the State of Colorado is extended from the first through the fourth year.

### **The following language is added to Section 7 of the Warranty**

The Homeowner of a home with original FHA/VA financing is not required to submit disputes related to or arising out of this Limited Warranty to the Binding Arbitration procedure available here; however, if the Homeowner elects to pursue the dispute to a final resolution, including judicial resolution of disputes, such election shall bar the Homeowner from pursuing the same dispute against this Limited Warranty through the Binding Arbitration procedure provided herein.

**The following language is added to Section 9 of the Warranty**

If the Insurer of this Limited Warranty decides to pay the reasonable costs of repairing a claim:

1. The Homeowner will have ten (10) days to respond to the offer to make payment.
2. If the payment offer is in excess of \$5,000.00, the offer must have been made pursuant to a binding bid by an independent third-party contractor that the Homeowner may contract to perform the repairs, except where:
  - a. The payment offer is made in settlement of a legal action; or
  - b. The Homeowner is represented by legal counsel; or

- c. The payment offer has been reviewed on-site by a HUD-approved fee inspector.
3. The payment will be made jointly to the Homeowner and the Homeowner’s mortgagee. The Homeowner is required, if requested, to identify the mortgagee to the party making the payment.

## Section 11: State-Specific Addenda

**Concrete addendum** (applicable only if your home is located in Colorado, Kansas, or Missouri). The following language is added to Section 12.4 (Performance Standards): The following language is substituted for the Performance Standards for Basement Floors (Concrete/Slab on Grade):

Item	Observation	Action Required	Coverage
Slab out of level	Slab elevation differential exceeds 3" or 1% of the slab, whichever is greater	The Builder will repair slab by either full or partial replacement of the slab.	Two years
Slab on grade bulged, humped, or domed	Unevenness in slab exceeding 1" per 32", or unevenness exceeding 3/4" within 24" of a foundation wall	Filling, topping, grinding, or partial floor replacement are acceptable repairs by the Builder.	Two years
Cracks in the center of a slab (not in contraction joints)	Cracks in excess of 1/4" in width or 1/4" in vertical displacement through the center of the slab	Patching, caulking, grouting, injecting, filling, and grinding are all acceptable repair methods.	Two years
Cracks in slab in the contraction joints	Cracks in excess of 3/8" in width or 3/8" in vertical displacement in the contraction joint	Patching, caulking, grouting, injecting, filling, and grinding are all acceptable repair methods.	Two years

**Colorado addendum** (applicable only if your home is located in Colorado). The Limitation of Liability set forth as Section 3 of Article II of the Home Protection Plan is applicable only to claims asserting a breach of the Limited Warranty provided by the Home Protection Plan. The Limitation of Liability does not apply to any other claim or action for damages, indemnity, or contribution brought against Builder by the Homeowner to assert a claim, counterclaim, cross-claim, or third-party claim for damages or loss to, or the loss of use of, real or personal property, or personal injury caused by a defect in the design or construction of the home which other claims or actions shall be subject to and governed by the Construction Defect Action Reform Act, C.R.S. 13-20-801 et seq., and shall further be subject to the requirement to arbitrate claims as provided in Section 11 of the Purchase Agreement. Except for claims asserting a breach of the Limited Warranty, nothing in this Home Protection Plan or the Limited Warranty is intended to constitute a waiver of, or limitation on, the legal rights, remedies, or damages provided by the Construction Defect Action Reform Act, C.R.S. 13-20-801 et seq., or provided by the Colorado Consumer Protection Act, Article 1 of Title 6, C.R.S., as described in the Construction Defect Action Reform Act, or on the ability to enforce such legal rights, remedies, or damages within the time provided by applicable statutes of limitation or repose.

**Georgia addendum** (applicable only if your home is located in Georgia). This dispute settlement provision sets forth the exclusive remedy for all disputes, claims, and controversies unless otherwise provided by law.

**Indiana addendum** (applicable only if your home is located in Indiana). Where the Performance Standards section indicates coverage for “one year,” that coverage term is changed to “two years.” This change does not apply to the fixtures, appliances, or other items of equipment. Where coverage is not applicable, there is no change to the coverage term. Additionally, defects in workmanship and materials in the roof and roof systems of your home are covered for four years.

**Kansas addendum** (applicable only if your home is located in Kansas). THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. Nothing set forth in this Limited Warranty is intended to limit the warranties or remedies provided by the Kansas Consumer Protection Act, K.S.A. 50-263 et seq.

**Maryland addendum** (applicable only if your home is located in Maryland). You should contact the New Home Warranty Security Plan personally to verify the existence of your Warranty. Further, you should report any Warranty problems which are not promptly resolved by the Builder to the New Home Warranty Security Plan. During the first year of your home’s Warranty period, subject to all applicable exclusions contained in this Limited Warranty, where a specific Warranty standard is not specified in the Performance Standards section and a performance guideline applicable to an otherwise covered item is contained in the Residential Construction Performance Guidelines published by the National Association of Home Builders (in effect at the time of the Sales Agreement), that performance guideline shall be used to determine the Builder’s responsibility for the alleged covered defect.

**Montgomery County, Maryland addendum** (applicable only if your home is located in Montgomery County, Maryland). On November 18, 1986, Montgomery County, Maryland, enacted Executive Regulations prescribing the form and coverage of minimum Warranty standards on all new homes sold in that county. The Executive Regulations took effect on December 18, 1986.

Should the provisions of this Limited Warranty agreement be more rigid or less rigid than those enacted by Montgomery County, Maryland, the more rigid requirements shall apply wherever they are in conflict.

**Minnesota addendum** (applicable only if your home is located in Minnesota). To preserve a claim under this Limited Warranty, the Homeowner must submit written notice of their claim to the Builder and the Plan Administrator no later than six months after the applicable Warranty period expires.

**Missouri addendum** (applicable only if your home is located in Missouri). THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

**New York addendum** (applicable only if your home is located in New York). The Builder providing this Warranty is Pulte Homes of New York, Inc., 570 Expressway Drive South, Ste. 1, Medford, NY 11763. As long as the laws of the State of New York preclude an agreement for binding arbitration between the parties, the Homeowner is not required to submit disputes related to or arising out of this Limited Warranty to the Binding Arbitration procedure here.

If a defect occurs in an item covered by this Limited Warranty, then the Builder will repair, replace, or pay the Homeowner the reasonable cost of repairing or replacing the defective item(s) within sixty (60) days after the Homeowner's inspecting or testing discloses the problem, subject to weather conditions, acts of God, availability of materials, and other events beyond the Builder's control. The choice among repair, replacement, or payment is solely that of the Builder. In making any repairs or replacements, the Builder shall have the right to select the method and materials to be used in performing such repairs or replacements. The Builder's liability under this Limited Warranty is limited in the aggregate to the amount stated in the body of the Limited Warranty.

Pursuant to Section 5 of the Limited Warranty, the following procedures shall apply. Written notice of any Warranty claim must be made on a "Notice of Warranty Claim Form" available from the Builder and must be received by the Builder no later than the tenth (10th) day after the expiration of the applicable Warranty coverage period. Such notice must be sent by the Homeowner to the Builder by certified or express mail, return receipt requested. If this form shall not properly be completed and received by the Builder by that deadline, the Builder will have no duty to respond to any complaint or demand contained in such form, and any or all claims may be rejected. COMPLETION AND DELIVERY OF SUCH NOTICE OF WARRANTY CLAIM IN A TIMELY MANNER IS NECESSARY TO PROTECT THE RIGHTS OF THE HOMEOWNER UNDER THIS LIMITED WARRANTY.



No steps taken by the Builder, the Homeowner, or any other person to inspect, test, or correct defects will extend any time period for coverage or notice under this Limited Warranty. No steps taken by the Builder in response to an improperly completed or untimely notice of a Warranty claim will give rise to any liability of the Builder in connection with such claim.

In response to a Notice of Warranty Claim, or any other complaint or request of the Homeowner, the Builder and the Builder's agents will have the right to inspect and test the portion of the home to which the claim, complaint, or request relates. The Homeowner and all occupants of the home must provide reasonable access to the Builder and the Builder's agents during normal business hours, Monday through Friday, to complete inspection, testing, and repair or replacement. Failure by the Homeowner to provide such access shall invalidate this Warranty with respect to the defect(s) set forth on the Notice of Warranty Claim.

The Builder will complete inspection and testing within a reasonable time under the circumstances after receipt of a timely and properly completed Notice of Warranty Claim Form. Upon completion of inspection and testing, the Builder will determine whether to accept or reject the claim. If the Builder rejects the claim, the Builder will give written notice of that decision to the Homeowner at the address shown on the Notice of Warranty Claim Form. If the Builder accepts the claim, the Builder will take corrective action within a reasonable time under the circumstances. The Builder will use good-faith efforts to process and handle claims in a timely manner, but all time periods for repair or replacement of defects necessary are subject to weather conditions, availability of materials, and other events beyond the Builder's control.

Should a performance standard contained in this Limited Warranty be found not to equal or exceed a performance standard enacted by the State of New York, then the performance standard specified in Article 36-B shall apply.

**Oregon addendum** (applicable only if your home is a condominium located in Oregon). We intend this Warranty to fulfill the Builder's obligation to provide an express Warranty on newly constructed units and common elements pursuant to Or. Rev. Stat. 100.185(1); provided, however, Or. Rev. Stat. 100.185(2) – relating to the timing of a written claim for enforcement of a Warranty and the time period for a covered party to commence an action for the enforcement of a Warranty – will not apply to this Warranty. The association of unit owners is a beneficiary of this Warranty with respect to general common elements as that term is defined in Or. Rev. Stat. 00.005(16).

**South Carolina addendum** (applicable only if your home is located in South Carolina). THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, SECTION 15048-10, ET. SEQ. CODE OF LAWS OF SOUTH CAROLINA, 1976 AS AMENDED.

# 4: Performance Standards



## Section 12: Interior Concrete and Foundation

### 12.1 Concrete floor uneven

Interior concrete floors should not vary from flat exceeding  $\frac{1}{4}$  inch per 4 feet, provided that the deviation is gradual. If these conditions exist, the Builder will repair the floor for a period of two years. Appropriate corrective actions could include filling, grinding, or use of a floor-leveling compound. Color and texture may vary from original finish.

### 12.2 Concrete appearance/finish

The Builder will repair disintegration of the surface resulting in the appearance of coarse aggregate below the surface for a period of two years, unless salt or chemicals caused the disintegration of the floor. The Builder will repair the surface by patching or surface coating. Nonstructural cosmetic surface flaws will be repaired or replaced at the Builder's discretion. Color variations are not covered by the Warranty.

### 12.3 Concrete cracks

Cracks in garage floors, walkways, driveways, patios, and steps that exceed  $\frac{1}{4}$  inch in width or  $\frac{1}{4}$  inch in vertical offset will be repaired, at the Builder's discretion, for a period of two years by filling and patching. The texture and color of concrete cannot be matched due to varying conditions and, therefore, the matching of concrete color or texture is not covered by the Warranty.

### 12.4 Concrete slab-on-grade floor cracks

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

### 12.5 Expansion and control joints

Expansion joints are intentionally placed in some concrete surfaces to allow sections of concrete to expand and contract with changes in temperature, and control joints are intentionally placed in concrete to control cracking as concrete cures. Expansion and control joints often have inserted plastic barriers or have been grooved/notched during concrete placement and will have a tendency to move or crack in the joint area. Movement at a control joint in excess of  $\frac{1}{4}$  inch in width or vertical displacement will be repaired. The Builder will repair excessive movement by filling, grinding, or use of a floor-leveling compound for a period of two years.

### 12.6 Footing and foundation wall cracks

Appropriate measures will be taken to correct serious cracks and/or deterioration in the foundation footings or foundation walls that cause the home to be unsafe or uninhabitable. The Builder will make the necessary repairs and/or provide replacement to the structural elements and related damage, except for areas not constructed by the Builder, for up to ten years. For a period of two years, the Builder will patch the voids in walls caused by any cracks in the foundation that exceed  $\frac{1}{8}$  inch in width or vertical displacement.

Home  
Tip

*To keep your crawl space dry, don't change the drainage pattern on homesites designed for water retention. Always maintain a 6-inch minimum vertical space between the earth and any siding or stucco. If you don't, water can enter the joint between the footing and the wall material, or deteriorate the siding, brick, or stucco. Keep drainage ditches and swales free of leaves, debris, plants, and other elements that may interfere with water flow. Reestablish the original grade of your homesite if the soil settles over time. Delay any major landscaping projects until your home is at least one year old. Most soil settlement occurs during the first year. Hire a licensed landscaper to install or modify your landscaping. Don't plant new plants or grass too close to the house. Watering plants near the house can cause leaks into the interior and other water problems.*

### 12.7 Chalky deposits (efflorescence)

Efflorescence is the white powder that can appear on the surface of a masonry wall. It is caused when water seeps through the wall, dissolving salts inside of the structure. The water then evaporates, leaving the salt on the surface. This is a normal condition; therefore, the Builder is not responsible for efflorescence. The Homeowner may remove efflorescence by cleaning with a trisodium phosphate (TSP) solution and water. TSP is available at most hardware or paint stores.

### 12.8 Water in crawl space

The Builder covers any leaks in the crawl space of the home for a period of five years. The Builder will eliminate the cause of the leaks. The Builder will establish positive flow within the crawl space to prevent ponding of water. If positive flow was not established, the Builder will take corrective action for a period of one year to create positive flow within the crawl space to discharge to the exterior of the structure. The Homeowner must not obstruct drainage and must maintain established grades. Dampness and condensation in the crawl space are common, often temporary, conditions which cannot be entirely eliminated and are not covered by the Warranty.

### 12.9 Basement wall bowed or out of plumb

Basement walls should not bow or be out of plumb greater than 1 inch per 8 feet when measured from the base of the wall to the top of the wall. In situations where bowing or out-of-plumb walls exceed these parameters, the Builder will make corrections for a period of one year by floating the wall.

### 12.10 Basement leaks

The Builder will eliminate the cause of leaks in the basement or crawl space for five years. Basement leaks caused by landscaping or downspouts installed by the Homeowner, failure of the Homeowner to maintain proper grades, unusual storms, and acts of God or other excluded events as provided in the Limited Warranty section are not covered by the Warranty.

Home  
Tip

*To ensure your basement stays dry, don't change the drainage pattern on homesites designed for water retention. Always maintain a 6-inch minimum vertical space between the earth and any siding or stucco. If you don't, water can enter the joint between the footing and the wall material, or deteriorate the siding, brick, or stucco. Keep drainage ditches and swales free of leaves, debris, plants, and other elements that may interfere with water flow. Reestablish the original grade of your homesite if the soil settles over time. Delay any major landscaping projects until your home is at least one year old. Most soil settlement occurs during the first year. Hire a licensed landscaper to install or modify your landscaping. Don't plant new plants or grass too close to the house. Watering plants near the house can cause leaks into the interior and other water problems. Proper grading near window wells must be maintained by the Homeowner to prevent lateral pressure from water collecting in the area. Failure of a window well due to lack of Homeowner maintenance is not covered.*

## Section 13: Framing

### 13.1 Wood or metal framed walls out of plumb

Interior walls should be straight and plumb within  $\frac{1}{4}$  inch per 4 feet. Under the Warranty, the Builder will repair, for a period of one year, any interior wall that is more than  $\frac{1}{4}$  inch per 4 feet out of plumb.

### 13.2 Column or post bowed

Columns and posts should not bow or be out of plumb in excess of  $\frac{1}{4}$  inch per 4 feet. Tapered columns and posts should be plumb as measured from the centerline, not to exceed  $\frac{1}{4}$  inch per 4 feet, and the tolerance for columns and posts made of rough-sawn lumber should be  $\frac{1}{4}$  inch per 4 feet. Under the Warranty, the Builder will straighten columns and posts that exceed the  $\frac{1}{4}$ -inch-per-4-foot standard for a period of ten years (structural). In cases where the defect is cosmetic, the Builder will repair for a period of one year.

### 13.3 Wood beam twisted or bowed

Subsequent to construction, beams, joists, and posts will sometimes twist or bow as they dry. Twisting or bowing of wood may be cosmetically unacceptable when visible in habitable spaces, but is rarely a structural problem. Bows and twists exceeding  $\frac{1}{4}$  inch out of plane within a 4-foot section will be repaired for a period of one year if located within habitable space.

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

### 13.4 Wood beam split

Beams, joists, and posts will sometimes split as they dry. Parallel splitting is usually not a structural concern because such inconsistencies in wood are anticipated in the structural calculations of wood products. Diagonal splitting that extends from one side to another and is more than  $\frac{1}{2}$  inch deep may weaken the wood. Under the Warranty, the Builder will fill or repair any structural component that exceeds this standard for a period of ten years. Cosmetic components will be repaired for a period of one year. Repairs may include additional wood framing to the existing beam/post secured with nails or bolts.

## Section 14: Roof

### 14.1 Roof deflection or bowing

All structural members of the home are sized according to the type of roofing product and the loads they may support to include wind, ice, and snow during normal weather patterns. The Builder will stiffen a structural member of the roof, for a period of ten years, if deflection exceeds 1 inch per 20 feet, or more than  $\frac{1}{2}$  inch between two structural members.

### 14.2 Asphalt shingle buckled or curled

Asphalt shingle surfaces need not be perfectly flat. For a period of two years the Builder will repair or replace asphalt shingles which lift or curl during normal weather conditions.

### 14.3 Shingles blown off by high winds

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

**14.4 Water trapped under roofing membrane**

The Builder will repair, for a period of two years, any blister larger than 12 inches by slitting through the roofing membrane and repairing with appropriate materials.

**14.5 Gutter or downspout leaks**

The Builder will repair leaks, for a period of two years, in gutters and downspouts provided proper care is taken by the Homeowner to clear debris, snow, and ice.



Home  
Tip

*To maintain gutters and downspouts, inspect the gutters and downspouts on your home at least twice a year, preferably at the start of spring and during the fall. The following guidelines will help you maintain the gutters and downspouts.*

1. *Remove all debris from gutters and downspouts as needed. Keeping gutters and downspouts clean will help slow down the deterioration process, a major problem that eventually causes leaks.*
2. *Check the elbow where the gutter connects to the downspout. Remove and check the elbow, and clear any obstructions.*
3. *Look for the source of any leaks in the gutters and downspouts. Look for cracked caulk at the end caps and between the elbow and the gutter.*

**14.6 Water remaining in gutters**

When a gutter installed by the Builder is unobstructed by debris, snow, and ice, the water level should not exceed ½ inch in depth 24 hours after the rain ceases. Pultrim® gutters are excluded. The Builder, for a period of two years, will adjust the gutter to minimize such ponding. Ponding caused by debris, snow, or ice accumulation is considered part of routine Homeowner maintenance and is not covered by the Warranty.

**14.7 Water standing on low-sloped roof area**

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

**14.8 Roof or flashing leaks**

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

**14.9 Roofing shingles or tiles not aligned**

Shingles and tiles are installed to withstand a maximum exposure to the weather as recommended by the manufacturer. Often, tiles and shingles must be adjusted to compensate for differing roof conditions. This is not considered a defect. Tiles within any course should be aligned within 2 inches. The Builder, for a period of one year, will realign tiles and shingles that are not aligned within 2 inches, as well as framing components that vary more than ¼ inch per 4 feet. Minor telegraphing of roof sheathing seams and tissues is normal and will vary with weather conditions.

**14.10 Shading or shadowing pattern**

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

**14.11 Roof tile color variations**

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

**14.12 New roofing products do not match existing**

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

**14.13 Interior water damage from ice damming**

In some conditions, snow buildup on roofs due to freeze/thaw cycles can result in ice damming at the gutters. Sometimes this causes water to back up under shingles and to enter the home. In cases where ice damming causes leaks into living areas because of incorrectly installed insulation, the Builder, for a period of five years, will make appropriate repairs. However, no action is required if the condition is caused by swings of freezing and thawing in the weather.



Home  
Tip

*To prevent melting ice from entering the home, snow and ice should be removed from overhangs. Heavy snow leads may also increase the risk of ice damming by blocking the ventilation system for the roof. Roofs should be maintained to prevent blockage of the roof ventilation system.*

**14.14 Loose or cracked tiles or shingles**

Loose, cracked, or chipped tiles/shingles exceeding ½ inch will be repaired by the Builder for a period of one year.

**14.15 Broken or defective roof tile**

Unless the result of foot traffic, golf balls, hurricanes, tornadoes, or acts of God, the Builder will repair broken or defective roof tiles for a period of one year.

**14.16 Mildew, algae, and moss on roofs**

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

**14.17 Roof tile efflorescence**

Efflorescence is a temporary surface condition that causes a white chalky substance to form on concrete products. It is not uncommon for efflorescence to form on roof tiles, as it is a common condition for all concrete products. This is a normal condition; therefore, the Builder is not responsible for efflorescence.

## Section 15: Exterior Siding and Trim

### 15.1 Siding delaminated

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

### 15.2 Siding bowed/buckled

The Builder, for a period of one year, will repair any bowed wood, lap siding, or cementitious composite lap siding exceeding  $\frac{1}{4}$  inch per 4 feet. Bowed or sagging vinyl siding due to a source of direct heat (BBQ grill) is not warranted.

### 15.3 Siding joints separated

The Builder, for a period of one year, will repair joint separations in siding exceeding  $\frac{3}{16}$  inch by filling them with sealant.

### 15.4 Gaps between siding and trim

Gaps between siding and moldings at trim pieces, miter joints, or openings should not exceed  $\frac{1}{4}$  inch. The Builder, for a period of one year, will correct this condition by caulking/repairing the trim or siding.

### 15.5 Siding nails expose interior fiber

Siding nails should not be countersunk to expose the interior fibers of hardboard or cementitious composite siding. The Builder, for a period of one year, will repair such exposure by sealing nail holes with appropriate caulking and repainting.

### 15.6 Splits or knotholes in siding or trim

The Builder, for a period of one year, will repair knotholes that expose the underlying sheathing or building paper, splits in exterior siding, or trim wider than  $\frac{1}{8}$  inch by replacing or filling the knotholes, siding, or trim.

### 15.7 Siding color or texture mismatch

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

### 15.8 Siding finish faded

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

### 15.9 Siding/trim wood rot

Some warping, cupping, splitting, or rotting of wood can be expected. In cases where excess warping, cupping, splitting, or rotting of wooden members exists, the Builder, for a period of one year, will repair or replace as necessary.

### 15.10 Exterior walls/siding material loose

The Builder will correct siding materials that become loose or detached for a period of one year unless the problem is a result of an act of God or unusually high winds that exceed the manufacturer's wind limits. Vinyl siding is not installed "tight" and is slightly loose by design. Noise from vinyl siding movement in the wind or noise from expansion and contraction is not warranted. Same applies to vinyl waviness.



**15.11 “Bleeding” through siding paint**

Cedar or redwood siding or shingles occasionally “bleed” through the original paint. The Builder will repair resins and extractives “bleeding” through the paint. The Warranty will not apply if stains or clear wood protectants are used, since they do not cover up the natural extractives of wood. For all bleed-through areas in painted surfaces, the Builder will clean and repaint the area for a period of one year. The effects of improper Homeowner maintenance, negligence, physical damage, or weathering are not covered by the Warranty.

**15.12 Siding stained by nails**

The Builder, for a period of one year, will touch up or remove siding stains that extend more than ½ inch from the nail and are readily visible from a distance of 20 feet. The Warranty does not cover semitransparent stain or “natural weathering” used on the siding.

**15.13 Loose exterior trim**

The Builder, for a period of one year, will repair trim that has separated from the home by more than ¼ inch. In cases where trim separation exceeds ¼ inch, the Builder will reinstall trim, add fasteners, or caulk separations. However, the Warranty does not cover trim separation caused by acts of God or unusually high winds that exceed the manufacturer’s wind limits.

**15.14 Exterior trim board cupped**

The Builder, for a period of one year, will repair cups in trim board exceeding ¼ inch per 6 inches.

**15.15 Exterior trim board twisted**

The Builder, for a period of one year, will repair bows and twists in trim board exceeding ¾ inch per 8 feet by adjusting or replacing the trim board.

## Section 16: Stucco, Cementitious Finish, Above Grade Block, and Concrete Walls

**16.1 Cracks in stucco/cementitious finish/ block/concrete walls**

Hairline cracks in exterior trim, block, concrete, or stucco walls are normal. Cracks in exterior stucco wall surfaces should not exceed ⅛ inch in width. The Builder will repair cracks exceeding ⅛ inch for a period of one year. For unpainted stucco, it is acceptable to use stucco color coat or acrylic sealants to fill the cracks. Painted surfaces may be repaired using acrylic-latex sealant prior to touch-up painting. The Builder will try to match the original stucco texture and color as closely as possible, but a perfect match is not covered by the Warranty.



Home  
Tip

*Minor cracking of stucco finishes is a normal occurrence. Homeowners should regularly inspect and repair minor cracks in stucco finishes.*

**16.2 Stucco/texture/cementitious finish loss**

Texture may become separated from the base stucco layer. The Builder will repair missing stucco texture greater than ⅛ inch for a period of one year. Texture loss beneath the horizontal weep or drainage screed is normal and is not covered by the Warranty.

**16.3 Texture mismatch**

Texture is applied by hand, which varies with the technique of the installer. Where tall walls exist, it is necessary to install in several passes. Breaks between application phases occur in all homes and sometimes are more visible due to the method of application. Inherent inconsistency is to be expected as with all hand-applied troweled finishes. The Builder will repair deviations, bumps, or voids measuring over ¼ inch per 4 feet, which are not part of the intended texture, for a period of one year. During repair, the Builder will try to match the original texture as closely as possible, but a perfect match is not covered by the Warranty.

**16.4 Stucco color mismatch**

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

**16.5 Surface staining**

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

**16.6 Chalky deposits (efflorescence)**

Efflorescence is the white powder that can appear on the surface of stucco. It is caused when water seeps through the wall, dissolving salts inside of the structure. The water then evaporates, leaving the salt on the surface. This is a normal condition; therefore, the Builder is not responsible for efflorescence. The Homeowner may remove efflorescence by cleaning with a trisodium phosphate (TSP) solution and water. TSP is available at most hardware or paint stores.

**16.7 Stucco/cementitious finish appears wet**

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

**16.8 Cracks in masonry or veneer**

Cracks in masonry or veneer greater than ¼ inch in width will be repaired by tuck-pointing, patching, or painting. Unless these cracks are controlled with expansion joints, the Builder will repair this condition for a period of one year. Color variations in mortar or brick products are normal, and a perfect match is not covered by the Warranty. Cracks less than ¼ inch in width within mortar joints and in brick products are also a normal condition and are not covered by the Warranty.



Home  
Tip

*To maintain the masonry veneer of your home, remove any plants or vines growing on brick walls with a commercial weed killer. Be sure to read the weed killer's instructions first. Plants or vines hold moisture and may cause damage to your home's exterior. Check the caulking between the brick and the windows and doors once a year. Remove and re-caulk as needed. Make sure nothing obstructs the weep holes, which keep moisture from being trapped between the drainage plan and the brick. Check once a year. Check mortar joints every three years for deterioration. Check the transition from brick to stucco for cracking once a year. If there are cracks, caulk and paint them as necessary.*

**16.9 Course of masonry or veneer not straight**

Courses of masonry or veneer brick should not vary more than ¼ inch per 8 feet. In cases where variation is more than ¼ inch per 8 feet, the Builder, for a period of one year, will replace necessary portions of masonry or veneer brick.

**16.10 Exterior caulking joint separation**

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

## Section 17: Exterior Paint and Finishes

**17.1 Clear finish deterioration**

Clear finishes on exterior surfaces, such as wood entry doors, diminish with aging and should be reapplied as part of routine Homeowner maintenance every 6-18 months, depending on outside exposure. The Builder will correct deterioration of clear finishes on exterior surfaces once for a period of one year. Any subsequent deterioration is considered part of routine Homeowner maintenance and is not covered by the Warranty.

**17.2 Paint or stain fading**

All exterior paints and stains exhibit fading when exposed to weather, and fading is a normal condition. Semitransparent stains diminish with age and should be reapplied as part of routine Homeowner maintenance every 6-18 months, depending on outside exposure. The Builder will correct excessive fading of exterior paints or stains once for a period of one year. Any subsequent fading is considered part of routine Homeowner maintenance and is not covered by the Warranty.

**17.3 Exterior paint, stain, or caulking peeling/deterioration**

Exterior paints, stains, and caulking should not peel or deteriorate for a period of two years. If exterior paint, stain, or caulking has peeled or deteriorated, the Builder, for a period of two years, will refinish or repair affected areas.

**17.4 Mildew or fungus**

Exterior painted or stained surfaces should be free of mildew and fungus. However, mildew or fungus may form on surfaces over time because of moisture. The Builder will correct any visible mildew or fungus growth problems once during the first 30 days of the Warranty. Any subsequent removal of mildew or fungus is considered part of routine Homeowner maintenance and is not covered by the Warranty.

**17.5 Repainting after repair work**

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

## Section 18: Wood Decks



Home  
Tip

*Decks are constantly exposed to weather conditions. Moisture, sunlight, and temperature changes will cause wood planks to warp, split, and cut over time.*

*These conditions are not construction defects and are not covered under the Pulte Homes Warranty. Homeowners can substantially reduce these effects by applying wood deck sealants within six months after the deck is completed.*

**18.1 Wood deck out of level**

The Builder, for a period of one year, will repair wood decking that is out of level more than ¼ inch per 4 feet.

**18.2 Imperfections in wood for exterior railings, decks, or stairs**

Wood for exterior railings, decks, or stairs will include imperfections such as knots and checks. The Builder, for a period of one year, will repair or replace wood for exterior railings, decks, and stairs that fail to meet intended use because of a structural defect. Knots, cupping, twisting, unsanded saw cuts, shrinkage gaps, discoloration from aging, and minor checking are normal, and removal of such imperfections is not covered by the Warranty. Any wood replaced will not exactly match existing decking. Sealing of the deck will be the Homeowner's responsibility.

## Section 19: Site Drainage

**19.1 Site drainage**

Grades and swales have been established by the Builder to ensure proper drainage away from the home. If the Homeowner modifies these areas with additional grading, plantings, concrete, or any other obstructions, the Homeowner will thereafter be responsible for drainage. Improper drainage of the site occurs when there is standing or ponding water within 10 feet of the foundation beyond a 24-hour period (48 hours on swales). If proper grades were not established initially, the Builder will regrade the yard or swales for a period of one year. Ultimately, the Homeowner is responsible for maintaining drainage and swales of the lot. No grading determination can be made during frost or snow conditions. If the Homeowner adds a pool, the Builder will no longer be responsible for drainage. In some cases, moist, soggy soil without standing water may be normal in the overall drainage plane and is not covered by the Warranty.

**19.2 Ground settling**

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

**19.3 Soil erosion**

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

## Section 20: Doors

**20.1 Door panel split**

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

**20.2 Door warped**

Warping on doors should not exceed  $\frac{1}{4}$  inch as measured diagonally from corner to corner. If the door has been properly maintained and is not physically damaged, the Builder, for a period of one year, will replace the door with a comparable product if warping exceeds the  $\frac{1}{4}$ -inch standard. Warping that occurs to stain- or lacquer-finished doors that are improperly maintained is the Homeowner's responsibility and is not covered by the Warranty.

**20.3 Raw wood showing on door panel**

Wooden door panels will shrink and expand because of temperature and humidity changes and may expose unpainted surfaces at the edges of the inset panel on the door. The Builder, once during a period of one year, will touch up door panel edges that expose more than  $\frac{1}{16}$  inch of raw wood. Any subsequent touch-up is considered part of routine Homeowner maintenance and is not covered by the Warranty.



Home  
Tip

*To maintain your entrance doors, inspect all exterior doors each spring and fall to confirm that the weatherstripping is fastened tightly.*

*Use aerosol lubricant on squeaky hinges and sticking locks. Apply silicone to door hinges to minimize any grinding. Wood doors, jambs, and trim should be scraped, sanded, and sealed if the paint begins to peel. Caulk any cracks with elastomeric caulking. Inspect the transition between the jamb and the threshold every three months, and caulk it as needed. Check the seal base of the door for rips, tears, and excess wear. Check the screws on the threshold. Tighten them if they stick up, so they don't damage the door seal. If you see the black residue of iron around door hinges, you can remove the iron residue with a magnet behind a cloth or by lightly wiping with a damp sponge or clean cloth. This residue is a by-product of the friction created when the hinges open and close*

**20.4 Doors not operating properly**

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

**20.5 Bifold and pocket doors**

Bifold and pocket doors should slide without rubbing or coming off their tracks during normal operation. The Builder, for a period of one year, will adjust bifold and pocket doors that fail to slide, are rubbing, or are coming off their tracks during normal operation.

**20.6 Sliding patio doors and screens**

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



Home  
Tip

*To maintain your sliding glass doors, always keep the tracks clean of debris. Apply a very small amount of oil periodically at both the bottom of the door and at the lock mechanism. Apply silicone lubricant to the tracks. It's important to take special care of the tracks of aluminum sliding glass doors. Make adjustments to the threshold if the door doesn't slide properly, such as if it drags on the sill or is difficult to open.*

**20.7 Garage door operates improperly**

The Homeowner can expect the garage door to function properly. In the case that the garage door does not operate properly, the Builder, for a period of one year, will correct or adjust the door as required. Noise from moving parts is not covered by the Warranty.

Home  
Tip

*To maintain your garage door, inspect the door and opener at regular intervals for signs of wear and improper alignment. Check*

*cables, rollers, and hinges for signs of wear every three months. Tighten any loose hinge screws. Lubricate all hinges, rollers, and moving parts every month with light oil or spray lubricant to reduce noise and add to their life span. Never lubricate the chain or screw drive. It is lubricated by the manufacturer; aftermarket lubricants can cause it to slip.*

### **20.8 Leak through/under garage door**

Garage doors are not intended to provide a weather-tight seal. Under high wind conditions and storms, it is normal for some elements to leak through, around, or under the garage door. The Builder, for a period of one year, will make needed adjustments.

## **Section 21: Windows**

### **21.1 Window is difficult to open or close**

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

Home  
Tip

*To maintain your windows, check all hardware on the window. Check the opening and closing mechanism, including the hinges, locking mechanism,*

*jamb, and sliders. Make sure screws are tight and that the rest of the hardware, such as the locks, operates smoothly. Inspect the weatherstripping to make sure it's effective. Check the condition of the gaskets holding the glass. Window weep holes channel water to the exterior of your home. They can become clogged by dust and bugs, making regular maintenance necessary. Follow these suggestions to maintain the weep holes: Vacuum or dust window tracks monthly to keep them free of dirt and debris. Spray silicone on the track after cleaning. Roll the window back and forth to lubricate the rollers.*

### **21.2 Window or skylight leaks**

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

### **21.3 Condensation or frost on window or skylight**

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

**21.4 Window scratches and imperfections**

The Builder follows ASTM specifications, a well-known set of published performance standards, which state that imperfections in glass can be determined by visual inspection. The viewer will look through the window in daylight without direct sunlight. The potential imperfection must be in the view plane 90° to the window surface. Imperfections must be detectable from a distance of over 10 feet to be considered for repair. These kinds of imperfections will be repaired for a period of 30 days after closing.

**21.5 Defects**

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

**21.6 Air infiltration**

Some infiltration around windows is normal, especially during high winds. The Builder, for a period of one year, will take necessary corrective action by adjusting windows or weatherstripping if infiltration is excessive.

## Section 22: Electrical

**22.1 Fuses blow or circuit breakers trip**

Fuses should not be blown and circuit breakers should not be tripped under normal use. The Builder, for a period of two years, will correct circuit breakers that trip excessively under normal use.

**22.2 Electrical outlets, switches, or fixtures malfunction**

The Builder, for a period of two years, will correct outlets, switches, or fixtures that malfunction. In situations where lights dim and flicker, please note that voltage entering the home is controlled by the local utility transmission service and may fluctuate based on variances in power generation and usage.

**22.3 Ground fault circuit interrupter (GFCI) trips frequently**

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



Home  
Tip

**Testing GFCIs**

*A faulty GFCI can result in serious harm to you or your family if an accident occurs. Test each GFCI outlet once a month by following these steps:*

- 1. Push the TEST button on the GFCI outlet. The GFCI should trip, resulting in power loss to the outlet.*
- 2. Reset the GFCI, which should restore power to the outlet.*
- 3. If the GFCI doesn't reset, try using a can of compressed air to blow out any excess dust. If it still doesn't reset or it doesn't trip, have it replaced by a professional electrician.*

**22.4 Malfunction of low-voltage wiring system**

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

**22.5 Ceiling fan vibrates**

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

**22.6 Communication wiring**

All wire and device functions will maintain their integrity for a period of two years. This includes the phone cable and the service panel. Any additions or alterations to the communication wiring and/or problems resulting from negligence and lighting fixture wiring are not covered by the Warranty.

## Section 23: Comfort Control

**23.1 Cooling system**

In cases where the cooling system is not working properly, the Builder, for a period of two years, will take corrective action if the ASHRAE\* standards (a published set of industry standards relating to airflow and other heating system issues) are not met.

\*With regard to 23.1 and 23.2, basic ASHRAE standards relate the house air temperature to the thermostat setting and the variation of interior setting to the exterior temperature. It is the Homeowner's responsibility to balance the system as the seasons change.



Home  
Tip

*Air filters are required to be changed monthly to maintain indoor air quality, comfort, and airflow, and to prevent premature failure of heating, cooling, and ventilation equipment. To ensure proper operations of the HVAC system, Homeowners should avoid blocking air intake and discharge vents. Air filter maintenance is not covered under the Pulte Homes Warranty.*

**23.2 Heating system**

In cases where the heating system is not working properly, the Builder, for a period of two years, will take corrective action if the ASHRAE\* standards (a published set of industry standards relating to airflow and other heating system issues) are not met.

\*With regard to 23.1 and 23.2, basic ASHRAE standards relate the house air temperature to the thermostat setting and the variation of interior setting to the exterior temperature. It is the Homeowner's responsibility to balance the system as the seasons change.

The heating and cooling system should meet the Performance Standards described below.

The cooling system should maintain an interior temperature of 78 degrees or lower when outdoor temperatures do not exceed 95 degrees. When outdoor temperatures exceed 95 degrees, the cooling system should maintain an indoor temperature that is at least 15 degrees below the outdoor temperature.

The heating system should be capable of producing an indoor temperature of 70 degrees.

Temperature variations between rooms and between floors should not exceed 4 degrees. All temperatures should be measured from 5 feet above the floor in the center of any room.

**23.3 Condensation line clogs**

The Homeowner is responsible for annual cleaning of the condensation lines that extend from the air conditioning coil. Under the Warranty, the Builder, for a period of one year, will correct condensation lines that clog.





Home  
Tip

*To prevent condensate lines from becoming clogged, Homeowners should follow the manufacturer's instruction for maintenance and keep mulch, leaves, and other debris away from condensate lines' outflow. As part of regular HVAC maintenance, the condensate lines and evaporator coil should be inspected by a professional HVAC contractor.*

#### **23.4 Refrigerant line leaks**

The Builder, for a period of one year, will repair refrigerant lines that leak during normal operation and recharge the air conditioning unit.

#### **23.5 Insulation uneven or missing**

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

#### **23.6 Ductwork noise**

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

#### **23.7 Vibration from heating or cooling equipment**

It is normal for heating and air conditioning equipment to generate some noise and vibration. Under the Warranty, no corrective action is required.

#### **23.8 Metal rattling at registers, grilles, or ducts**

Air moving through registers, grilles, and ducts makes noise and is normal. Duct systems are not designed to be noise-free. However, metal rattling from the registers, grilles, or ducts is not normal and will be repaired by the Builder for a period of one year.

#### **23.9 Ductwork separated or detached**

The Builder, for a period of two years, will reattach any separated or detached ductwork not caused by the Homeowner.

## **Section 24: Plumbing**

#### **24.1 Drainage problems**

The Builder, for a period of two years, will assume the responsibility for clogged sewers, fixtures, and drains where clogged sewers, fixtures, and drains are the result of defective construction or workmanship.

#### **24.2 Water in pipe freezes**

The Builder, for a period of two years, will make necessary corrections to ensure that plumbing pipes are adequately protected against normal anticipated cold weather (except undrained exterior faucets). Faucets will break if hoses are left attached in freezing weather, and are not warranted. The Homeowner is responsible for maintaining the house temperature at a minimum of 65°F during cold weather and draining exterior pipes and faucets for protection.

#### **24.3 Water pipe noise**

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

**24.4 Plumbing leaks**

In the event that water leaks are found in any supply lines, drain lines, piping, faucets, bathtubs, or showers that will cause damage to the home if not corrected, the Builder, for a period of five years, will repair as necessary. Exterior piping and undrained exterior water faucets are not covered under the Warranty. Exterior faucets will break if hoses are left attached in freezing weather, and are not warranted. The maintenance of caulking and grout to prevent leaks is considered part of routine Homeowner maintenance and is not covered by the Warranty. Leaks at toilet wax rings will be repaired for one year due to the potential for toilet movement during normal use.

**24.5 Shower enclosure flexes**

Excessive flexing in a shower base occurs when the drain assembly moves up or down with normal weight. The Builder, for a period of one year, will repair excessive flexing in a shower base by installing support materials beneath the enclosure base. Composite shower walls will flex when pushed inward. Such flexing is not considered a defect.



Home  
Tip

*Homeowners are required to properly maintain shower and tub surrounds and enclosures to prevent leaks. Enclosure panels and doors are not designed to have water sprayed directly at them. Damage that results from this action is not covered by the Pulte Homes Warranty.*

**24.6 In-ground wells**

In situations of low water yield (as defined by local code), the Builder, for a period of five years, will correct the problem using standard industry practices deemed necessary and as allowed by local jurisdictions, provided the location of the home is not in a declared drought area. The determination of adequate water yield will be based on the local code requirement and in-house usage. A two-year warranty is provided on the well pump, storage tank, and well electrical components. The installation of another well on the property will void the Warranty on the well and its components.

**24.7 Septic system**

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

**24.8 Sump pump**

The Homeowner is responsible for maintaining the sump pump. The Builder, for a period of two years, will repair or replace the pump if it fails to operate. Sump pumps that operate frequently are normal. There is no industry standard for frequency of operation.



Home  
Tip

*Homeowners should ensure that the sump pump is plugged in and operating properly and that the sump pit is clear of debris. Homeowners should check to ensure that sump systems are operating properly during periods of heavy rain.*

## Section 25: Interior Paint and Finishes

### 25.1 Blemishes on walls or ceilings

Blemishes include nail pops, cracking, or blistering visible on finished walls or ceilings. The Builder, once during a period of one year, will repair blemishes, excessive waviness, or seams visible in normal light in finished areas that are readily visible from a distance of 5 feet. Cracks that occur adjacent to windows from expansion and contraction will be repaired using flexible latex caulking. Under the Warranty, the Builder, for a period of one year, will also repaint the affected areas.

### 25.2 Repainting after repair work

Repainting, staining, or refinishing may be required because of repair work. Repairs required under the Warranty should be finished to match the immediate surrounding areas as closely as practical. Due to fading and normal weathering, a perfect match cannot be achieved, and a perfect match is not covered by the Warranty. Where repairs affect more than 50% of a wall or ceiling area, the Builder, for a period of one year, will repaint the entire wall or ceiling surface from corner to corner. Where custom paints and wall coverings have been installed, the Builder will not warrant the match of any necessary repairs. All blemishes should be noted and repaired prior to custom paints and wall coverings being applied.

### 25.3 Drywall texture

Drywall texture is applied by hand and varies with the technique of the installer. Where tall walls exist, it is necessary to install the drywall texture in several passes. Breaks between application phases occur in all homes and sometimes are more visible due to the method of application. The inherent inconsistency of drywall texture is to be expected, as with all hand-applied, troweled finishes. The Builder, once during a period of one year, will repair deviations, bumps, or voids measuring over ¼ inch per 4 feet, which are not part of the intended texture. During repair, the Builder will try to match the original texture as closely as possible, but a perfect match is not covered by the Warranty.

## Section 26: Interior Trim and Moldings

### 26.1 Interior trim split

Splits, cracks, raised grain, swelling of finger joints, and checking are inherent characteristics of all wood and cannot be avoided. However, the Builder, for a period of one year, will fill any such condition in interior trim with wood putty.

### 26.2 Nails not set or holes not filled in interior trim

Nails and nail holes in interior trim should be set and filled. The Builder, for a period of one year, will set and fill nails and nail holes in interior trim within finished areas.

### 26.3 Gaps at joints on molding and casing

All joints on molding and casing should fit and be securely attached, as well as filled and sanded. The Builder, for a period of one year, will repair defective joints and gaps. Acceptable repair includes filling joints and gaps with wood putty.

## Section 27: Flooring

### 27.1 Subfloor uneven

The Builder, for a period of one year, will correct uneven wood subflooring exceeding ¼ inch within any 4-foot measurement. Correction may include application of a flexible floor-fill underlayment. Note: For concrete subflooring, see Section 12.4.

### 27.2 Floor squeaks or pops

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

### 27.3 Cracked or loosened tile, brick, marble, or stone

The Builder, for a period of one year, will replace cracked tiles, bricks, marble, or stone flooring and will attach tiles, bricks, marble, or stone which have detached from a surface, unless the defects were caused by Homeowner's negligence. The Builder is not responsible for discontinued patterns or color variations when replacing tile, brick, marble, stone flooring, or grout. Hollow tiles occasionally occur and are not covered by the Warranty.

### 27.4 Tile edges not even

When adjacent marble or ceramic tile edges are not even with each other, they cause a deviation called "lippage." The Builder, for a period of one year, will repair lippage greater than ⅛ inch. Irregular tiles such as limestone, adoquin, and Mexican pavers are not covered by the Warranty.

### 27.5 Hardwood flooring gaps

Gaps between hardwood floorboards normally fluctuate in areas where relative humidity varies substantially. The Homeowner is responsible for maintaining proper humidity levels in the home to minimize gaps between hardwood floorboards. Where gaps exceed ⅛ inch, the Builder will repair for a period of one year.



Home  
Tip

*Homeowners should only use cleaning products recommended by the manufacturers. To prevent damage, Homeowners should avoid walking on hardwood floors with spiked-heel shoes or sliding furniture and other heavy items over the floor.*

### 27.6 Vinyl flooring loosened or bubbled

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

### 27.7 Vinyl flooring depressions or ridges

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



Home  
Tip

*Heavy objects, such as appliances, should not be dragged or slid across vinyl or resilient tile surfaces as they may cause damage to the flooring. Damage to floor coverings caused by such actions is not covered under the Pulte Homes Warranty.*

**27.8 Gaps in vinyl flooring seams**

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

**27.9 Vinyl flooring nail pops**

The Builder, for a period of one year, will repair nail pops on vinyl flooring that are readily visible from a standing position.

**27.10 Vinyl flooring patterns misaligned**

Vinyl flooring patterns at seams between adjoining pieces should align. Under the Warranty, the Builder, for a period of one year, will correct misaligned flooring.

**27.11 Vinyl flooring stains**

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

**27.12 Carpeting loose or wrinkled**

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

**27.13 Gaps in carpet seams**

It is normal for carpet seams to show. However, the Builder, for a period of one year, will repair gaps in carpet seams that are readily visible from a standing position.

**27.14 Carpet spots or fading**

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



Home  
Tip

Homeowners should consult the manufacturer's guidelines for carpet care and cleaning instructions.

## Section 28: Cabinets and Countertops

**28.1 Gaps between cabinets and ceilings or walls**

Gaps between cabinets and ceilings or walls should not exceed 1/4 inch. The Builder, for a period of one year, will repair the gap with caulking, putty, scribe molding, or by repositioning the cabinets.

**28.2 Cabinet door or facing warped**

The Builder, for a period of one year, will repair cabinet doors and drawer fronts that are crooked or warped in excess of 1/4 inch.

**28.3 Cabinet door will not stay closed**

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



Home  
Tip

*To maintain your cabinets, check the caulking around sinks and backsplashes to prevent water damage to the cabinets. Use silicone spray lubricant periodically on drawers and hinges to improve operation. Follow the manufacturer's recommendations to clean and polish the cabinets once or twice a year. Clean spills immediately. Use a clean cloth and soapy water. Wipe the cabinets dry after cleaning. Avoid excessive moisture on wood cabinets. Use a mild soap and warm water to clean cabinet hardware, such as doorknobs and drawer pulls. Dry hardware with a soft cloth. Don't use detergents, soap pads, steel wool, paste wax, or polishes that contain silicone on your wood cabinets.*

**28.4 Cabinet door or drawer binds**

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

**28.5 Wood cabinet finish variations**

All wood in any finish will exhibit color changes when exposed to light. All wood cabinets are constructed using different pieces of wood, and each piece will differ in color as well as change color in different ways. This color change is caused by variations in the minerals and acids from the soil and other conditions created by the growth environment of a tree. These variations in graining and color are characteristics of a natural wood cabinet and are not considered defects. Wood has these variations, and these variations are not covered by the Warranty.

**28.6 All solid surface tops**

The Builder, for a period of one year, will repair cracked vanity tops at drains or along the countertop. Cracks, scratches, or other damage caused by the Homeowner are not covered by the Warranty.

**28.7 Countertop not level**

Countertops should be no more than ¼ inch per 4 feet out of level. If the countertop is more than ¼ inch per 4 feet out of level, the Builder, for a period of one year, will make appropriate adjustments to the countertops.

**28.8 Countertop delaminated**

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

## Section 29: Fireplace and Chimney

**29.1 Firebox lining damaged by fire**

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

**29.2 Fireplace smoke in living area**

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

Note: High winds or external factors such as trees can cause negative draft situations. Make sure the damper is fully opened.



Home  
Tip

*The chimney is a space that often attracts animal nesting and related debris which can affect the operation of the fireplace. Fireplaces and chimneys should be inspected annually by a professional to ensure that the chimney is unobstructed.*

**29.3 Water in firebox**

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

**29.4 Prefab gas fireplace**

The Builder, for a period of two years, will repair any defects per the manufacturer's specifications. Cleaning and replacement of embers will be the responsibility of the Homeowner.

### **29.5 Cracks in masonry chimney cap or crown**

It is normal for chimney caps to crack due to expansion and contraction. Chimney caps should be installed at least 2 inches thick to minimize cracking. The Builder, for a period of one year, will replace any cracked chimney cap that is less than 2 inches thick and will fill any crack larger than  $\frac{1}{8}$  inch with grout to minimize water intrusion.

### **29.6 Chimney separation**

Chimneys should not separate more than  $\frac{1}{2}$  inch from the attached structure. If a separation exceeding  $\frac{1}{2}$  inch from the attached structure does occur, the Builder, for a period of one year, will determine the cause and correct the problem. If such movement occurs after the first year and it is determined that the movement is related to or has resulted in a structural issue, the Builder, for a period of ten years, will correct the problem.

## **Section 30: Retaining Walls**

### **30.1 Definition**

A retaining wall is a structure built to provide a barrier to movement of soil or rock. Retaining walls generally are made of steel sheet piles or masonry – stone, brick, or concrete.

### **30.2 Drainage**

By their nature, retaining walls will retain moisture if an adequate drainage system is not provided. The Builder has installed drainage systems to ensure water drains from the retaining wall correctly. The Homeowner should periodically inspect the drainage systems to ensure they are not clogged and that water continues to drain properly. If moisture is not draining properly, it can negatively affect both the aesthetic and structural integrity of the retaining wall.

### **30.3 Efflorescence**

Efflorescence is the white powder that can appear on the surface of a masonry wall. It is caused when water seeps through the wall, dissolving salts inside of the structure. The water then evaporates, leaving the salt on the surface. This is a normal condition; therefore, the Builder is not responsible for efflorescence. If the entire face of a wall is covered with efflorescence, the grade at the top of the wall should be checked to ensure that water is not entering between the wall and the damp-proofing membrane. The Builder has established proper grade at the time of closing. If the Homeowner modifies the grade with additional grading, plantings, or any other obstructions, there may be an increased chance for water intrusion that may lead to efflorescence occurring. For information on cleaning efflorescence, refer to Section 12.7 of the Warranty.

### 30.4 Foundation/base

If the retaining wall has a below-ground foundation, the base of a retaining wall should not be visible. This would expose the foundation and the dirt around it to erosion. The Builder has established proper grade at time of closing and is not responsible for erosion after close of escrow. The Homeowner is responsible for ensuring that the foundation is not visible and that the proper grade is maintained at the base of the wall sloping away from the foundation.

### 30.5 Movement

Poured concrete retaining walls are engineered to allow for small amounts of movement. To allow sections of walls to expand and contract, control joints are placed periodically. In some instances, these might be placed at breaks in the wall such as corners or half turns. In a long, straight run, you should expect to see them periodically (the distance between is determined by the design of the wall). The expected amount of movement should not be noticeable without some type of measuring device. However, if any discernable amount of movement is evidenced in the wall, the movement should be investigated further. If the movement is determined to be structurally significant, the Builder, for a period of ten years, will take the necessary steps to ensure the wall is structurally sound.

### 30.6 Cracks

Hairline cracks, a normal occurrence in retaining walls, are considered cosmetic. The Builder will repair cracks that exceed  $\frac{1}{4}$  inch in width or vertical displacement by filling, patching, or grinding for a period of two years. For cracks greater than  $\frac{1}{4}$  inch in walls located immediately adjacent to a foundation, the issue should be investigated further. If the issue is determined to be structurally significant, the Builder, for a period of ten years, will take the necessary steps to ensure the wall is structurally sound.

### 30.7 Leaks

Block walls are designed to allow water to leak through them to relieve hydrostatic pressure. However, if the wall has been engineered with a designated drainage system, water should not leak through the wall in places other than through the designated system. The Homeowner is responsible to make sure that drainage systems are not clogged to ensure they are kept in working order. The Homeowner is also responsible for maintaining the grade at the top and sides of the wall, so water is diverted away from the wall and the grade does not raise higher than the damp-proofing barrier. If water does leak through the wall other than through a designated system, the Builder, for a period of two years, will take the appropriate action to fix the leak.

## Section 31: Landscape

### 31.1 Landscape

Due to regional variances in temperature and terrain, the Builder does not offer any warranty on landscaping, e.g., sod, trees, shrubs, flowers, etc.



## Section 32: Driveways and Exterior Concrete Surfaces

### 32.1 Asphalt driveways

For a period of one year, asphalt driveways containing cracks exceeding  $\frac{1}{4}$  inch wide will be repaired by the Builder, and the Builder will repair any depression which retains water in excess of 1 inch deep caused by settlement. Extreme heat will cause indentations and surface deterioration if cars or trucks are parked for long periods of time in the same location. These indentations caused by the long-term parking of cars or trucks are not covered by the Warranty. Damage from heavy delivery trucks is not warranted.

Heaving of driveways – of any material – due to frost is a normal condition in cold climates and is not warranted.



Home  
Tip

*To maintain your driveway, apply a sealcoat mixture every two years to protect the surface, fill in crevices, maintain the appearance of your driveway, and help keep water from penetrating and deteriorating the asphalt. Keep the driveway free from gasoline and motor oil. This will help prevent deterioration of the driveway. Fill any cracks with asphalt filler as soon as they show.*

### 32.2 Masonry (brick) driveway settlement/shifting

Some settling of the masonry driveway should be expected. In cases where there is  $\frac{1}{4}$ -inch or greater settlement or shifting, the Builder, for a period of one year, will repair by resetting pavers.

### 32.3 Masonry driveway color variation

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

### 32.4 Cracks/chips in masonry driveway

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

### 32.5 Pop-outs in exterior concrete

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

### 32.6 Surface scaling in exterior concrete

Surface scaling in exterior concrete can result from salt and chemicals used to treat roads. Unless more than 50% of the surface is affected, scaling is not covered under the Warranty. In cases where more than 50% of the surface is affected, the Builder, for a period of one year, will repair using applicable methods.



Home  
Tip

*To prevent damage, Homeowners should remove salt and chemical buildup from concrete surfaces. Damage to concrete surfaces caused by salt and other chemicals is not covered under the Pulte Homes Warranty.*

**32.7 Concrete settling**

Garage floors, concrete walkways, patios, and steps should not settle, heave, or separate from the house structure in excess of 1 inch in freezing climates or  $\frac{3}{8}$  inch in nonfreezing climates. In cases where this occurs, the Builder will repair damaged portions of the concrete, using methods at the Builder's discretion, for a period of two years.

**32.8 Water ponding on exterior concrete surfaces**

After the rain ceases, water ponding should not exist on concrete surfaces for more than 24 hours. In the event that water ponding exists beyond the 24-hour period, the Builder will take discretionary corrective action for a period of one year.

**32.9 Common area sidewalks**

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

**32.10 Exterior concrete paver surfaces**

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

**32.11 Cracks in exterior concrete**

Driveways, sidewalks, stoops, patios, etc., are exposed to the elements year-round and are subject to wear and tear from weather. Cracks are to be expected due to curing, expansion, and contraction. The Builder will repair cracks exceeding  $\frac{1}{4}$  inch in width or vertical displacement by filling, patching, or grinding for a period of two years.



Home  
Tip

*As part of regular maintenance, Homeowners should inspect concrete surfaces and seal cracks to prevent further damage.*

## Section 33: Outdoor/Indoor Pools

**33.1 Pools**

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

**33.2 Cracks in decking**

Some cracks and expansion are normal and not covered under the Warranty. Expansion in heat and cold as well as ground movement make cracking inevitable. The Builder, for a period of two years, will repair cracks that exceed  $\frac{1}{4}$  inch in width or  $\frac{1}{4}$  inch in vertical displacement.

## Section 34: Appliances

**34.1 Chipped or scratched appliances**

Scratched or chipped finishes on porcelain, glass, or other surfaces on laundry, kitchen, or bar appliances are not covered by the Warranty.

**34.2 Appliance fails to function**

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





*Del Webb*<sup>®</sup>



---

© 2010 Pulte Home Corporation, Inc. All rights reserved. Any other use, including any commercial use, reproduction, transmission, distribution, republication, or retransmission, or the creation of derivative works without the express written consent of Pulte Home Corporation, is prohibited.

**DelWebb.com**

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS  
THE SIXTH JUDICIAL CIRCUIT

COUNTY OF LANCASTER

CASE NO.: 2019-CP-2901141

PETER A. BERNSTEIN and ELIZABETH G. BERNSTEIN Individually and as Class Representatives, RICHARD W. BRESCOLL and CAROLINE BRESCOLL Individually and as Class Representative, WARREN COTTINGHAM Individually and as Class Representative, JANICE O. HAYWOOD and BILLY M. HAYWOOD II Individually and as Class Representatives, GERALD NIEL and ANNA E. NIEL Individually and as Class Representatives, RONALD J. RENDINO and NILDA RENDINO Individually and as Class Representatives, JAY E. REYNOLDS Individually and as Class Representative, STEVEN SCHECHT and CAROLYN SCHECHT Individually and as Class Representatives, SUSAN M. SHELTON Individually and as Class Representative, LAURA WELLS STRONG, TRUSTEE OF THE "LAURA WELLS STRONG REVOCABLE TRUST" DATED MARCH 18, 2016 and DAVID ALLEN STRONG, TRUSTEE OF THE "DAVID ALLEN STRONG REVOCABLE TRUST" DATED MARCH 18, 2016 Individually and as Class Representatives, and SUN CITY CAROLINA LAKES COMMUNITY ASSOCIATION

**CLASS REPRESENTATION**

Plaintiffs,

vs.

**MOTION FOR ADMISSION  
PRO HAC VICE**

PULTE HOME COMPANY, LLC f/k/a  
PULTE HOME CORPORATION d/b/a DEL  
WEBB

Defendant.

\_\_\_\_\_ /

Plaintiffs, Peter A. Bernstein and Elizabeth G. Bernstein, Richard W. Brescoll and  
Caroline Brescoll, Warren Cottingham, Janice O. Haywood and Billy M. Haywood II, Gerald

Niel and Anna E. Niel, Ronald J. Rendino and Nilda Rendino, Jay E. Reynolds, Steven Schecht and Carolyn Schecht, Susan M. Shelton, and David Allen Strong, Trustee of the “David Allen Strong Revocable Trust” dated March 18, 2016 and Laura Wells Strong, Trustee of the “Laura Wells Strong Revocable Trust” dated March 18, 2016, individually and as a class of similarly situated owners of homes in a residential community named Sun City Carolina Lakes; and Sun City Carolina Lakes Community Association (hereinafter collectively referred to as “Plaintiffs”) hereby move for the admission *pro hac vice* of Robert L. Simon, Jr. and Andrew J. Celauro, both of whom are attorneys with the law firm of Pursiano Barry Bruce Demetriades Simon LLP. In support of this motion, Plaintiffs show the following:

1. Mr. Simon is a member in good standing in the State of Florida, and is admitted to practice before that state’s highest court, and is a member of the Florida Bar.

2. Mr. Celauro is a member in good standing in the State of Florida, and is admitted to practice before that state’s highest court, and is a member of the Florida Bar.

3. In further support of this motion, Plaintiffs submit the Verified Application for Admission *Pro Hac Vice* of Mr. Simon as **Exhibit A**.

4. In further support of this motion, Plaintiffs submit the Verified Application for Admission *Pro Hac Vice* of Mr. Celauro as **Exhibit B**.

**WHEREFORE**, Plaintiffs request that the Court admit Mr. Simon and Mr. Celauro *pro hac vice* in this matter for purposes of this lawsuit only.

**DATED** this 1<sup>st</sup> day of October, 2019.

**SHELTON LAW CAROLINAS LLC**

By: /s/ Gregory L. Shelton  
Gregory L. Shelton  
S.C. Bar Number: 76532  
Bank of America Plaza  
101 S. Tryon St., Ste 2700  
Charlotte, NC 28280  
Phone: (803) 670-0024  
Fax: (803) 670-0028  
Email: [greg@sheltonlawcarolinas.com](mailto:greg@sheltonlawcarolinas.com)

-AND-

**PURSIANO BARRY BRUCE  
DEMETRIADES SIMON, LLP**

Robert L. Simon  
Florida Bar Number: 92721  
*To be admitted pro hac vice*  
Andrew J. Celauro  
Florida Bar Number: 91358  
*To be admitted pro hac vice*  
655 W. Morse Blvd., Ste. 112  
Winter Park, FL 32789  
Phone: (407) 636-7700  
Fax: (407) 636-7701  
Email: [rsimon@pbblawoffices.com](mailto:rsimon@pbblawoffices.com)  
[acelauro@pbblawoffices.com](mailto:acelauro@pbblawoffices.com)

ATTORNEYS FOR PLAINTIFFS



# Exhibit A

**VERIFIED APPLICATION FOR ADMISSION *PRO HAC VICE*  
IN THE STATE OF SOUTH CAROLINA**

Peter A. Bernstein, et al.	2019CP2901141	Court of Common Pleas, The Sixth Judicial Circuit, County of Lancaster
Plaintiff	Case No.	Tribunal

vs.

Mailing Address of Tribunal: The Sixth Judicial Circuit,  
County of Lancaster

Pulte Home Company, LLC f/k/a  
Pulte Home Corporation d/b/a Del  
Webb

Defendant

PO Box 1809  
Lancaster, SC 29721-1809

Comes now Robert L. Simon, Jr., applicant herein, and respectfully represents the following:

1. Applicant resides at:

1806 Park Lake St.

Street Address

Orlando

Orange

Florida

32803

City

County

State

Zip Code

407-636-7700

Telephone

2. Applicant is an attorney and a member of the law firm of (or practices law under the name of)

Pursiano Barry Bruce Demetriades Simon LLP, with offices at

655 W. Morse Blvd., Suite 112

Street Address

Winter Park

Orange

Florida

32789

City

County

State

Zip Code

407-636-7700

407-636-7701

rsimon@pbblawoffices.com

Primary Telephone

Cell Phone

Fax Number

Email Address

3. Applicant has been retained personally or as a member of the above-named law firm by

Peter and Elizabeth Bernstein, Richard W. Brescoll and Caroline Brescoll, Warren Cottingham, Janice O. Haywood and Billy M. Haywood II, Gerald Niel and Anna E. Niel, Ronald J. Rendino and Nilda Rendino, Jay E. Reynolds, Steven Schecht and Carolyn Schecht, Susan M. Shelton, and David Allen Strong, Trustee of the "David Allen Strong Revocable Trust" dated March 18, 2016 and Laura Wells Strong, Trustee of the "Laura Wells Strong Revocable Trust" dated March 18, 2016, and the Sun City Carolina Lakes Community Association

to provide legal representation in connection with the above case now pending before the above-named tribunal of the State of South Carolina.

4. Since October 4 of 1996, applicant has been, and presently is, a

member in good standing of the bar of the highest court of the District of Columbia or the State of

Florida where applicant regularly practices law. Attached is a certificate of good standing dated within the last 90 days from the bar of the highest court of the District of Columbia or the State where applicant regularly practices law.

5. Applicant has been admitted to practice before the following courts: (List all of the following courts applicant has been admitted to practice before: United States District Courts; United States Circuit Courts of Appeals; the Supreme Court of the United States; and courts of other states or the District of Columbia.)

Court:	Date Admitted:
United States District Court, Northern District of Florida	April 20, 2001
United States District Court, Middle District of Florida	March 18, 1997
United States District Court, Southern District of Florida	April 20, 2001

Applicant is presently a member in good standing of the bars of those courts listed above, except as listed below: (List any court named in the preceding paragraph that applicant is no longer admitted to practice before.)

6. Applicant presently is not subject to any suspension or disbarment proceedings, and has not been formally notified of any complaints pending before a disciplinary agency, except as provided below (give particulars, e.g., jurisdiction, court date):

7. Applicant never has had any application for admission *pro hac vice* in this or any other jurisdiction denied or any *pro hac vice* admission revoked, except as provided below (give particulars, e.g., date, court, docket number, judge, circumstances; attach a copy of any order of denial or revocation):

8. Applicant never has had any certificate or privilege to appear and practice before any court or administrative body suspended or revoked, except as provided below (give particulars, e.g., date, court, administrative body, date of suspension and reinstatement):

9. Local counsel of record associated with applicant in this case is Gregory L. Shelton of the Shelton Law Carolinas, LLC law firm, which has offices at:

Bank of America Plaza, 101 S. Tryon St., Suite 2700  
 Street Address  
Charlotte Mecklenberg North Carolina 28280  
 City County State Zip Code  
704-940-9012 803-670-0028 greg@sheltonlawcarolinas.com  
 Primary Telephone Cell Phone Fax Number Email Address  
76532  
 South Carolina Bar Number

**VERIFICATION**

STATE OF FLORIDA )

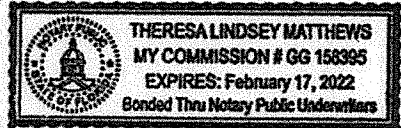
COUNTY OF ORANGE )

I, Robert L. Simon, Jr., do hereby swear or affirm under penalty of perjury that I am the applicant in the above-styled matter; that I have read the foregoing application and know the contents thereof; and that the contents are true of my own knowledge, except as to those matters stated on information and belief, and that as to those matters I believe them to be true. I understand that I am under a continuing duty to promptly update the information provided in the application until the tribunal has ruled on the motion for admission pro hac vice. Further, if the motion is granted, I understand that I am under a continuing duty to promptly update the information provided in the application as long as I continue to appear pro hac vice in the action or proceeding. Any updated information shall be provided to both the tribunal that granted the motion and to the tribunal in which the action or proceeding may then be pending.

[Signature]  
APPLICANT/AFFIANT

Subscribed and sworn to before me this 16th day of September, 20 19

[Signature]



Notary Public for the State of Florida

My Commission Expires: 2/17/22

**LOCAL COUNSEL CONSENT**

I hereby consent, as local counsel of record, to the association of applicant in this cause pursuant to Rules Governing Admission *Pro Hac Vice* to the South Carolina Bar.

DATED this 27th day of September, 20 19

[Signature]  
LOCAL COUNSEL OF RECORD

**CERTIFICATE OF SERVICE**

I hereby certify that I have served a copy of this application upon the South Carolina Supreme Court by mail addressed to: South Carolina Supreme Court Office of Bar Admissions, PO Box 11330, Columbia, SC 29211, accompanied by payment of the \$250 filing fee payable to the South Carolina Supreme Court on this

27th day of September, 20 19

[Signature]  
APPLICANT/AFFIANT

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF FLORIDA  
OFFICE OF THE CLERK

JESSICA J. LYUBLANOVITS  
CLERK OF COURT  
100 NORTH PALAFOX STREET  
PENSACOLA, FLORIDA 32502-5658  
850.435.8440  
850.433.5972 FAX

RICHARD MILDENBERGER  
CHIEF DEPUTY CLERK  
111 N. ADAMS STREET  
TALLAHASSEE, FLORIDA 32301-7717  
850.521.3501  
850.521.3656 FAX

Visit our web site at [www.flnd.uscourts.gov](http://www.flnd.uscourts.gov)

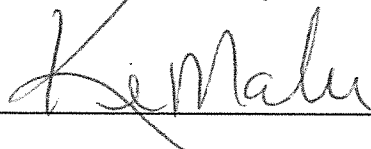
Reply to: Gainesville Division

September 12, 2019

CERTIFICATE OF GOOD STANDING

I, JESSICA J. LYUBLANOVITS, Clerk of the United States District Court for the Northern District of Florida, DO HEREBY CERTIFY THAT **ROBERT LEE SIMON**, Florida Northern District Bar Number **0092721**, was duly admitted to practice in this Court on **April 20, 2001**, and is in good standing as a member of the Bar of this Court.

JESSICA J. LYUBLANOVITS  
CLERK OF COURT



KELLI MALU, DEPUTY CLERK

*The mission of the Office of the Clerk of the Northern District of Florida is to provide superior service to the public and the Court.*

Gainesville Division  
401 SE 1<sup>st</sup> Avenue, STE 243  
Gainesville, Florida 32601  
352.380.2400  
352.380.2424 FAX

Pensacola Division  
100 North Palafox Street  
Pensacola, Florida 32502-5658  
850.435.8440  
850.433.5972 FAX

Tallahassee Division  
111 N. Adams Street  
Tallahassee, Florida 32301-7717  
850.521.3501  
850.521.3656 FAX

Panama City Division  
30 W. Government Street  
Panama City, Florida 32401  
850.769.4556  
850.769.7528 FAX

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF FLORIDA

CERTIFICATE OF GOOD STANDING

I, ELIZABETH M. WARREN, Clerk of this Court

certify that Robert L. Simon, Jr. FL Bar No. 0092721

was duly admitted to practice in this Court on

March 18, 1997, and is in good standing

DATE

as a member of the Bar of this Court.

Dated at Orlando, Florida on August 12, 2019

LOCATION

DATE

ELIZABETH M. WARREN

CLERK

[Handwritten Signature]

DEPUTY CLERK

AO 136  
(Rev. 6/82)

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA



CERTIFICATE OF GOOD STANDING

UNITED STATES OF AMERICA



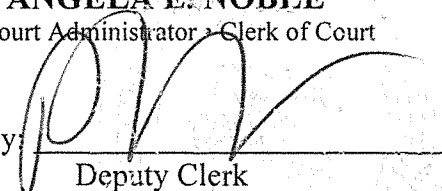
Fla. Bar #92721  
SOUTHERN DISTRICT OF FLORIDA

I, **ANGELA E. NOBLE**, Clerk of the United States District Court  
for the Southern District of Florida,

DO HEREBY CERTIFY that **Robert L. Simon, Jr.** was duly admitted to practice  
in said Court on **April 20, 2001**, and is in good standing as a member of the bar of this Court.

Dated at: **Miami, Florida**, this September 11, 2019.

**ANGELA E. NOBLE**  
Court Administrator - Clerk of Court

By:   
Deputy Clerk

# Exhibit B



**VERIFIED APPLICATION FOR ADMISSION *PRO HAC VICE*  
IN THE STATE OF SOUTH CAROLINA**

Peter A. Bernstein, et al. Plaintiff	2019CP2901141 Case No.	Court of Common Pleas, The Sixth Judicial Circuit, County of Lancaster Tribunal
vs.		
Pulte Home Company, LLC f/k/a Pulte Home Corporation d/b/a Del Webb Defendant	Mailing Address of Tribunal:	The Sixth Judicial Circuit, County of Lancaster  PO Box 1809 Lancaster, SC 29721-1809

Comes now Andrew Joseph Celauro, applicant herein, and respectfully represents the following:

1. Applicant resides at:

2341 Banchory Road			
Street Address Winter Park	Orange	Florida	32792
City 407-267-8929	County	State	Zip Code
Telephone			

2. Applicant is an attorney and a member of the law firm of (or practices law under the name of) Pursiano Barry Bruce Demetriades Simon LLP, with offices at 655 W. Morse Blvd., Suite 112

Street Address 655 W. Morse Blvd., Suite 112			
Winter Park	Orange	Florida	32789
City 407-636-7700	County	State 407-636-7701	Zip Code acelauro@pbblawoffices.com
Primary Telephone	Cell Phone	Fax Number	Email Address

3. Applicant has been retained personally or as a member of the above-named law firm by Peter and Elizabeth Bernstein, Richard W. Brescoll and Caroline Brescoll, Warren Cottingham, Janice O. Haywood and Billy M. Haywood II, Gerald Niel and Anna E. Niel, Ronald J. Rendino and Nilda Rendino, Jay E. Reynolds, Steven Schecht and Carolyn Schecht, Susan M. Shelton, David Allen Strong, Trustee of the "David Allen Strong Revocable Trust" dated March 18, 2016 and Laura Wells Strong, Trustee of the "Laura Wells Strong Revocable Trust" dated March 18, 2016, and the Sun City Carolina Lakes Community Association to provide legal representation in connection with the above case now pending before the above-named tribunal of the State of South Carolina.

4. Since September 26 of 2011, applicant has been, and presently is, a

member in good standing of the bar of the highest court of the District of Columbia or the State of Florida where applicant regularly practices law. Attached is a certificate of good standing dated within the last 90 days from the bar of the highest court of the District of Columbia or the State where applicant regularly practices law.

5. Applicant has been admitted to practice before the following courts: (List all of the following courts applicant has been admitted to practice before: United States District Courts; United States Circuit Courts of Appeals; the Supreme Court of the United States; and courts of other states or the District of Columbia.)

Court:	Date Admitted:
United States District Court, Middle District of Florida	April 5, 2012

Applicant is presently a member in good standing of the bars of those courts listed above, except as listed below: (List any court named in the preceding paragraph that applicant is no longer admitted to practice before.)

6. Applicant presently is not subject to any suspension or disbarment proceedings, and has not been formally notified of any complaints pending before a disciplinary agency, except as provided below (give particulars, e.g., jurisdiction, court date):

7. Applicant never has had any application for admission *pro hac vice* in this or any other jurisdiction denied or any *pro hac vice* admission revoked, except as provided below (give particulars, e.g., date, court, docket number, judge, circumstances; attach a copy of any order of denial or revocation):

8. Applicant never has had any certificate or privilege to appear and practice before any court or administrative body suspended or revoked, except as provided below (give particulars, e.g., date, court, administrative body, date of suspension and reinstatement):

9. Local counsel of record associated with applicant in this case is Gregory L. Shelton of the Shelton Law Carolinas, LLC law firm, which has offices at:

Bank of America Plaza, 101 S. Tryon St., Suite 2700  
 Street Address  
Charlotte Mecklenberg North Carolina 28280  
 City County State Zip Code  
704-940-9012 803-670-0028 greg@sheltonlawcarolinas.com  
 Primary Telephone Cell Phone Fax Number Email Address  
76532  
 South Carolina Bar Number

10. Applicant has previously filed an application to appear *pro hac vice* in the following South Carolina cases (give case name and status of litigation, date of application, local counsel of record in each case, and state whether application is pending or was granted).

--

11. Applicant agrees to comply with the applicable statutes, laws and rules of the State of South Carolina and will familiarize him/herself with and comply with the South Carolina Rules of Professional Conduct. Applicant consents to the jurisdiction of the South Carolina courts and Commission on Lawyer Conduct.

12. Applicant respectfully requests to be admitted to practice in the above-named tribunal for this case only.

DATED this 16<sup>th</sup> day of September, 20 19

  
\_\_\_\_\_  
APPLICANT

VERIFICATION

STATE OF FLORIDA )

COUNTY OF ORANGE )

I, Andrew Joseph Celauro, do hereby swear or affirm under penalty of perjury that I am the applicant in the above-styled matter; that I have read the foregoing application and know the contents thereof; and that the contents are true of my own knowledge, except as to those matters stated on information and belief, and that as to those matters I believe them to be true. I understand that I am under a continuing duty to promptly update the information provided in the application until the tribunal has ruled on the motion for admission pro hac vice. Further, if the motion is granted, I understand that I am under a continuing duty to promptly update the information provided in the application as long as I continue to appear pro hac vice in the action or proceeding. Any updated information shall be provided to both the tribunal that granted the motion and to the tribunal in which the action or proceeding may then be pending.

Andrew J. Celauro

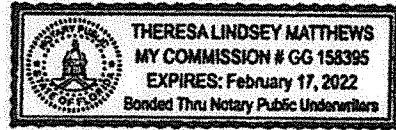
APPLICANT/AFFIANT

Subscribed and sworn to before me this 16th day of September, 20 19

T. Matthews

Notary Public for the State of Florida

My Commission Expires: 2/17/22



LOCAL COUNSEL CONSENT

I hereby consent, as local counsel of record, to the association of applicant in this cause pursuant to Rules Governing Admission Pro Hac Vice to the South Carolina Bar.

DATED this 27th day of September, 20 19

Gregory J. Shelton  
LOCAL COUNSEL OF RECORD

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of this application upon the South Carolina Supreme Court by mail addressed to: South Carolina Supreme Court Office of Bar Admissions, PO Box 11330, Columbia, SC 29211, accompanied by payment of the \$250 filing fee payable to the South Carolina Supreme Court on this

27th day of September, 20 19

Andrew J. Celauro

APPLICANT/AFFIANT

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF FLORIDA

CERTIFICATE OF GOOD STANDING

I, ELIZABETH M. WARREN, Clerk of this Court

certify that Andrew Joseph Celauro FL Bar No. 0091358

was duly admitted to practice in this Court on

April 5, 2012, and is in good standing
DATE

as a member of the Bar of this Court.

Dated at Orlando, Florida on August 12, 2019
LOCATION DATE

ELIZABETH M. WARREN
CLERK

[Signature]
DEPUTY CLERK

## Certificate of Electronic Notification

### Recipients

**Gregory Shelton** - Notification transmitted on 10-01-2019 02:14:35 PM.

**\*\*\*\*\* IMPORTANT NOTICE - READ THIS INFORMATION \*\*\*\*\***  
**NOTICE OF ELECTRONIC FILING [NEF]**

-

**A filing has been submitted to the court RE:** 2019CP2901141

**Official File Stamp:** 10-01-2019 02:12:24 PM

**Court:** CIRCUIT COURT

Common Pleas

Lancaster

**Case Caption:** Peter A Bernstein , plaintiff, et al VS Pulte Home Company Llc , defendant, et al

**Document(s) Submitted:** Motion/Admission Pro Hac Vice

- Exhibit/Filing of Exhibits
- Exhibit/Filing of Exhibits

**Filed by or on behalf of:** Gregory L. Shelton

This notice was automatically generated by the Court's auto-notification system.

-

**The following people were served electronically:**

Gregory L. Shelton for Peter A Bernstein et al

**The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:**

Pulte Home Company Llc

Del Webb



## Certificate of Electronic Notification

### Recipients

**Gregory Shelton** - Notification transmitted on 10-02-2019 10:08:21 AM.

**\*\*\*\*\* IMPORTANT NOTICE - READ THIS INFORMATION \*\*\*\*\***  
**NOTICE OF ELECTRONIC FILING [NEF]**

-

**A filing has been submitted to the court RE:** 2019CP2901141

**Official File Stamp:** 10-02-2019 10:08:13 AM

**Court:** CIRCUIT COURT

Common Pleas

Lancaster

**Case Caption:** Peter A Bernstein , plaintiff, et al VS Pulte Home Company Llc , defendant, et al

**Event(s):**

Notice/Notice of Appearance

**Filed by or on behalf of:**

Laura Figueroa Locklair

This notice was automatically generated by the Court's auto-notification system.

-

**The following people were served electronically:**

Gregory L. Shelton for Peter A Bernstein et al

**The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:**

Pulte Home Company Llc

Del Webb

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS  
THE SIXTH JUDICIAL CIRCUIT

COUNTY OF LANCASTER

CASE NO.: 2019-CP-29-01141

PETER A. BERNSTEIN and ELIZABETH G. BERNSTEIN Individually and as Class Representatives, RICHARD W. BRESCOLL and CAROLINE BRESCOLL Individually and as Class Representative, WARREN COTTINGHAM Individually and as Class Representative, JANICE O. HAYWOOD AND BILLY M. HAYWOOD, II Individually and as Class Representatives, GERALD NIEL and ANNA E. NIEL Individually and as Class Representatives, RONDALD J. RENDINO and NILDA RENDINO Individually and as Class Representatives, JAY E. REYNOLDS Individually and as Class Representative, STEVEN SCHECHT and CAROLYN SCHECHT Individually and as Class Representatives, SUSAN M. SHELTON Individually and as Class Representatives, LAURA WELLS STRONG, TRUSTEE OF THE "LAURA WELLS STRONG REVOCABLE TRUST" DATED MARCH 18, 2016 And DAVID ALLEN STRONG, GTRUSTEE OF THE "DAVID ALLEN STRONG REVOCABLE TRUST" DATED MARCH 18, 2016 Individually and as Class Representatives, and SUN CITY CAROLINA LAKES COMMUNITY ASSOCIATION

Plaintiffs,

VS.

PULTE HOME COMPANY, LLC, f/k/a  
PULTE HOME CORPORATION d/b/a DEL  
WEBB

Defendant.

\_\_\_\_\_ /

**NOTICE OF APPEARANCE AND ACCEPTANCE OF SERVICE**

The undersigned counsel hereby make a voluntary appearance in this action on behalf of Defendant Pulte Home Company, LLC f/k/a Pulte Home Corporation d/b/a Del Webb (hereinafter “Pulte”) pursuant to Rule 4(d), SCRPC. Accordingly, pursuant to Rule 4(d) and 4(j), SCRPC, the undersigned counsel hereby waives formal service of the Summons and Complaint and voluntarily accepts service of the same on behalf of Defendant Pulte this 2nd day of October in Charleston, South Carolina.

This 2<sup>nd</sup> day of October, 2019

Respectfully submitted,

BOYLE, LEONARD & ANDERSON P.A.

s/Laura Locklair

Laura Locklair, Esq.

State Bar No. 77679

[llocklair@insurance-counsel.com](mailto:llocklair@insurance-counsel.com)

J. Andrew Yoho, Esq.

State Bar No. 100803

[ayoho@insurance-counsel.com](mailto:ayoho@insurance-counsel.com)

28 Hasell Street

Charleston, South Carolina 29401

Mailing Address

2050 McGregor Boulevard

Fort Myers, FL 33901

(239) 337-1303

[eservice@insurance-counsel.com](mailto:eservice@insurance-counsel.com)

## Certificate of Electronic Notification

### Recipients

**Gregory Shelton** - Notification transmitted on 10-02-2019 10:08:21 AM.

**\*\*\*\*\* IMPORTANT NOTICE - READ THIS INFORMATION \*\*\*\*\***  
**NOTICE OF ELECTRONIC FILING [NEF]**

-

**A filing has been submitted to the court RE:** 2019CP2901141

**Official File Stamp:** 10-02-2019 10:08:13 AM

**Court:** CIRCUIT COURT

Common Pleas

Lancaster

**Case Caption:** Peter A Bernstein , plaintiff, et al VS Pulte Home Company Llc , defendant, et al

**Event(s):**

Notice/Notice of Appearance

**Filed by or on behalf of:**

Laura Figueroa Locklair

This notice was automatically generated by the Court's auto-notification system.

-

**The following people were served electronically:**

Gregory L. Shelton for Peter A Bernstein et al

**The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:**

Pulte Home Company Llc

Del Webb

# EXHIBIT 3

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS  
THE SIXTH JUDICIAL CIRCUIT

COUNTY OF LANCASTER

CASE NO.: 2019-CP-29-01141

PETER A. BERNSTEIN and ELIZABETH G.  
BERNSTEIN Individually and as Class  
Representatives, RICHARD w. BRESCOLL and  
CAROLINE BRESCOLL Individually and as  
Class Representative, WARREN COTTINGHAM  
Individually and as Class Representative,  
JANICE O. HAYWOOD AND BILLY M.  
HAYWOOD, II Individually and as Class  
Representatives, GERALD NIEL and ANNA  
E. NIEL Individually and as Class  
Representatives, RONDALD J. RENDINO and  
NILDA RENDINO Individually and as Class  
Representatives, JAY E. REYNOLDS  
Individually and as Class Representative,  
STEVEN SCHECHT and CAROLYN  
SCHECHT Individually and as Class  
Representatives, SUSAN M. SHELTON  
Individually and as Class Representatives, LAURA  
WELLS STRONG, TRUSTEE OF THE "LAURA WELLS  
STRONG REVOCABLE TRUST" DATED MARCH 18, 2016  
And DAVID ALLEN STRONG, GTRUSTEE OF THE  
"DAVID ALLEN STRONG REVOCABLE TRUST"  
DATED MARCH 18, 2016 Individually and as Class  
Representatives, and SUN CITY CAROLINA  
LAKES COMMUNITY ASSOCIATION

Plaintiffs,

VS.

PULTE HOME COMPANY, LLC, f/k/a  
PULTE HOME CORPORATION d/b/a DEL  
WEBB

Defendant.

\_\_\_\_\_ /

**NOTICE TO PLAINTIFFS OF REMOVAL OF STATE COURT ACTION**



Pursuant to 28 U.S.C. § 1446(d), Defendant Pulte Home Company, LLC f/k/a Pulte Home Corporation, d/b/a Del Webb (hereinafter “Pulte”), by and through its undersigned attorneys, gives notice to Plaintiffs that Defendant has filed in the United States District Court for the District of South Carolina, Rock Hill Division, the Notice of Removal in accordance with 28 U.S.C. § 1441. Defendant also gives notice that it has filed the Notice to State Court of Filing Notice of Removal in the Court of Common Pleas of Lancaster County, South Carolina. Defendant’s filing of these Notices with the Clerks of the Federal and State Courts shall effect the removal of this action and the state court may proceed no further unless and until this case is remanded.

This 2<sup>nd</sup> day of October, 2019

Respectfully submitted,

s/Laura Locklair

Laura Locklair, Esq.

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Federal Bar No.: 11900

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ATTORNEYS FOR DEFENDANT PULTE  
HOME COMPANY, LLC F/K/A PULTE  
HOME CORPORATION D/B/A DEL  
WEBB

# EXHIBIT 2

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS  
THE SIXTH JUDICIAL CIRCUIT

COUNTY OF LANCASTER

CASE NO.: 2019-CP-29-01141

PETER A. BERNSTEIN and ELIZABETH G.  
BERNSTEIN Individually and as Class  
Representatives, RICHARD w. BRESCOLL and  
CAROLINE BRESCOLL Individually and as  
Class Representative, WARREN COTTINGHAM  
Individually and as Class Representative,  
JANICE O. HAYWOOD AND BILLY M.  
HAYWOOD, II Individually and as Class  
Representatives, GERALD NIEL and ANNA  
E. NIEL Individually and as Class  
Representatives, RONDALD J. RENDINO and  
NILDA RENDINO Individually and as Class  
Representatives, JAY E. REYNOLDS  
Individually and as Class Representative,  
STEVEN SCHECHT and CAROLYN  
SCHECHT Individually and as Class  
Representatives, SUSAN M. SHELTON  
Individually and as Class Representatives, LAURA  
WELLS STRONG, TRUSTEE OF THE "LAURA WELLS  
STRONG REVOCABLE TRUST" DATED MARCH 18, 2016  
And DAVID ALLEN STRONG, GTRUSTEE OF THE  
"DAVID ALLEN STRONG REVOCABLE TRUST"  
DATED MARCH 18, 2016 Individually and as Class  
Representatives, and SUN CITY CAROLINA  
LAKES COMMUNITY ASSOCIATION

Plaintiffs,

VS.

PULTE HOME COMPANY, LLC, f/k/a  
PULTE HOME CORPORATION d/b/a DEL  
WEBB

Defendant.

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**NOTICE TO STATE COURT OF FILING NOTICE OF REMOVAL TO SOUTH  
CAROLINA DISTRICT COURT**

Pursuant to 28 U.S.C. § 1446(d), Defendant Pulte Home Company, LLC f/k/a Pulte Home Corporation d/b/a Del Webb (hereinafter “Pulte”), by and through its undersigned attorneys, gives notice that it has filed in the United States District Court for the District of South Carolina, Rock Hill Division, the Notice of Removal attached as Exhibit A hereto, and its attached Exhibits, in accordance with 28 U.S.C. § 1441. Defendant’s filing of this Notice and the attached Notice of Removal with the Clerk of this Court shall effect the removal of this action and this Court may proceed no further unless and until this case is remanded.

This 2<sup>nd</sup> day of October, 2019

Respectfully submitted,

BOYLE, LEONARD & ANDERSON P.A.

s/Laura Locklair

Laura Locklair, Esq.

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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Sun City Carolina Lakes Residents Sue Homebuilder Over Allegedly Defective Foundations](#)

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